

ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ 1 ΑΥΓΟΥΣΤΟΥ 1975

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
161

ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 98

Περί κυρώσεως της από 14 'Ιουνίου 1975 Συμβάσεως μεταξύ του 'Ελληνικού Δημοσίου αφ' ενός και των 'Εταιρειών OCEANIC EXPLORATION Co OF GREECE, HELLENIC OIL COMPANY INC, WINTERSHALL AKTIENGESSELLSCHAFT, WHITE SHIELD GREECE OIL CORPORATION, αφ' ετέρου, περί έρευνας και εκμεταλλεύσεως 'Υδρογονανθράκων εις θαλασσίαν περιοχήν του Θρακικού Πελάγους.

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

Ψηφισάμενοι ομοφώνως μετά της Βουλής, απέφασισαμεν:

"Αρθρον : ρῶτον

Κυροῦται και ἔχει ἰσχύν νόμου ἡ ὑπογραφεῖσα ἐν 'Αθῆναις τὴν 14ην 'Ιουνίου 1975 Σύμβασις μεταξύ τοῦ 'Ελληνικοῦ Δημοσίου, αφ' ενός, και τῶν εταιρειῶν OCEANIC EXPLORATION Co OF GREECE, HELLENIC OIL COMPANY, INC, WINTERSHALL AKTIENGESSELLSCHAFT, WHITE SHIELD GREECE OIL CORPORATION, αφ' ετέρου, τῆς ὁποίας τὸ κείμενον εἰς τὴν ἑλληνικὴν καὶ ἀγγλικὴν γλῶσσαν παρατίθεται ἐν συνεχείᾳ τοῦ παρόντος.

"Αρθρον δεύτερον

Τὸ Δημοσίον εκπροσωπεῖται ὑπὸ τοῦ 'Υπουργοῦ Βιομηχανίας εἰς πάσας τὰς μετὰ τοῦ 'Αναδόχου σχέσεις του, τὰς ὅπωςδήποτε ἐκ τῆς διὰ τοῦ παρόντος κυρουμένης Συμβάσεως ἀπορρεούσας.

"Αρθρον τρίτον

'Επιτρέπεται ἡ ἀναγκαστικὴ ἀπαλλοτριώσις γαιῶν ἐγκλειουσῶν ὑπόγεια ἢ ἐπιφανειακά ὕδατα ἢ ἄλλων πάσης φύσεως ἀστικῶν ἢ ἀγροτικῶν ἀκινήτων περιλαμβανομένης καὶ τῆς συστάσεως ἐμπραγμάτων δικαιωμάτων εἰς βάρος τῶν ἀκινήτων τούτων, ἀναγκαιοῦντων διὰ τὴν ἐκτέλεσιν

ἡ ἐξυπηρέτησιν τῶν 'Εργασιῶν Πετρελαίου, ὡς αὗται νοοῦνται κατὰ τὴν διὰ τοῦ παρόντος κυρουμένην Σύμβασιν τῆς ἀπαλλοτριώσεως λογιζομένης ὡς γιγνομένης λόγῳ δημοσίας ὠφελείας. Ἡ ὡς ἄνω ἀπαλλοτριώσις κηρύσσεται ὑπὲρ τοῦ Δημοσίου, δαπάναις τοῦ 'Αναδόχου, καταλογιζομένας κατὰ τὸ ἄρθρον 13.3 τῆς Συμβάσεως εἰς τὸ Κόστος Πετρελαίου, διέπεται δὲ κατὰ τὰ λοιπὰ ὑπὸ τῶν περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διατάξεων τοῦ Ν. Δ/τος 210/1973 «Περὶ Μεταλλευτικοῦ Κώδικος», ἐφαρμοζομένων ἀναλόγως.

"Αρθρον τέταρτον

'Επὶ τῆς διὰ τοῦ παρόντος κυρουμένης Συμβάσεως δὲν ἔχει ἐφαρμογὴν ἡ διάταξις τοῦ β' ἐδαφίου τῆς παραγράφου 2 τοῦ ἁρθρου 5 τοῦ Ν. 3948/1959 «περὶ ἀναζητήσεως, ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐν ὑγρᾷ καὶ ἀερρώδει καταστάσει».

"Αρθρον πέμπτον

'Ἡ ἰσχὺς τοῦ παρόντος ἄρχειται ἀπὸ τῆς δημοσιεύσεως αὐτοῦ διὰ τῆς 'Εφημερίδος τῆς Κυβερνήσεως.

'Ο παρὼν νόμος ψηφισθεὶς ὑπὸ τῆς Βουλῆς καὶ παρ' Ἡμῶν σήμερον κυρωθεὶς, δημοσιευθήτω διὰ τῆς 'Εφημερίδος τῆς Κυβερνήσεως καὶ ἐκτελεσθήτω ὡς Νόμος τοῦ Κράτους.

'Εν 'Αθῆναις τῇ 28 'Ιουλίου 1975

Ο ΠΡΟΕΔΡΟΣ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ
ΚΩΝΣΤΑΝΤΙΝΟΣ Δ. ΤΣΑΤΣΟΣ

ΟΙ ΥΠΟΥΡΓΟΙ

ΣΥΝΤΟΝΙΣΜΟΥ ΚΑΙ ΠΡΟΓΡΑΜΜΑΤΙΣΜΟΥ

ΟΙΚΟΝΟΜΙΚΩΝ

ΠΑΝΑΓ. ΠΑΠΑΛΗΓΟΥΡΑΣ

ΕΥΑΓΓ. ΔΕΒΛΕΤΟΓΛΟΥ

ΒΙΟΜΗΧΑΝΙΑΣ

ΚΩΝΣΤΑΝΤΙΝΟΣ ΚΟΝΟΦΑΓΟΣ

'Εθροισθῆναι καὶ ἐτέθην ἡ μεγάλη τοῦ Κράτους σφραγίς.

'Εν 'Αθῆναις τῇ 30 'Ιουλίου 1975

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΚΩΝΣΤΑΝΤΙΝΟΣ ΣΤΕΦΑΝΑΚΗΣ

ΣΥΜΒΑΣΙΣ

Περὶ ἐρεῦνης καὶ ἐκμεταλλεύσεως Ὑδρογονανθράκων εἰς θαλασσίαν περιοχὴν τοῦ Θρακικοῦ Πελάγους.

ΜΕΤΑΞΥ

Τοῦ Ἑλληνικοῦ Δημοσίου
καὶ

OCEANIC Exploration co. of Greece
HELLENIC Oil Company, Ink.
WINTERSHALL Aktiengesellschaft
WHITE SHIELD Greece Oil Corporation

Ἰούνιος 1975

Ἡ ΠΑΡΟΥΣΑ ΣΥΜΒΑΣΙΣ συνομολογεῖται ἐν Ἀθῆναις σήμερον τῇ δεκάτῃ τετάρτῃ (14ῃ) Ἰουνίου 1975, μεταξὺ.

Ἀφ' ἐνός :

Τοῦ ΕΛΛΗΝΙΚΟΥ ΔΗΜΟΣΙΟΥ, ὡς ἐκ Πρώτου Συμβαλλομένου, ἐκπροσωπούμενου ἐν προκειμένῳ ὑπὸ τῶν κ.κ. ΠΑΝΑΓΙΩΤΗ ΠΑΠΑΛΗΓΟΥΡΑ, Ὑπουργοῦ Συντονισμοῦ καὶ Προγραμματισμοῦ, ΕΥΑΓΓΕΛΟΥ ΔΕΒΛΕΤΟΓΛΟΥ, Ὑπουργοῦ Οἰκονομικῶν καὶ ΚΩΝΣΤΑΝΤΙΝΟΥ ΚΟΝΟΦΑΓΟΥ, Ὑπουργοῦ Βιομηχανίας, κατοίκων Ἀθηνῶν.

Καὶ ἀφ' ἐτέρου :

Τῶν Ἑταιρειῶν 1) OCEANIC Exploration Company of Greece, ἐδρεύουσας ἐν Ντένβερ Κολοράντο ΗΠΑ, 2) HELLENIC oil Company Inc., ἐδρεύουσας ἐν Λὸς Ἀντζελες, Καλιφορνίας ΗΠΑ, 3) WINTERSHALL AKTIENGESSELLSCHAFT, ἐδρεύουσας ἐν Κάσελ, τῆς Ὁμοσπονδίας Δημοκρατίας τῆς Γερμανίας καὶ 4) WHITE SHIELD GREECE OIL CORPORATION, ἐδρεύουσας ἐν Τούλσας, Ὁκλαχόμα ΗΠΑ, ὡς ἐκ Δευτέρου Συμβαλλομένων, νομίμως ἐκπροσωπούμενων ὑπὸ τοῦ κ. Κυριακίδου Σ. Κυριακίδη, Δικηγόρου καὶ κατοικοῦ Ἀθηνῶν (ὁδὸς Βουκουρεστίου ἀριθ. 28), δυνάμει τῶν κάτωθι ἀντιστοιχῶν πληρεξουσίων : J. ROXANNA ALLEN, Συμβολαιογράφου ἐν Ντένβερ, Κολοράντο ΗΠΑ, ὑπὸ χρονολογίαν 22 Ἀπριλίου 1975, HOPE M. CYROG, Συμβολαιογράφου ἐν Λὸς Ἀντζελες, Καλιφορνίας ΗΠΑ, ὑπὸ χρονολογίαν 25 Ἀπριλίου 1975, GUSTAV WOLTER, Συμβολαιογράφου ἐν Κάσελ τῆς Ὁμοσπονδίας Δημοκρατίας τῆς Γερμανίας, ὑπὸ χρονολογίαν 30 Ἀπριλίου 1975 καὶ SHIRLEY O'CONNEL, Συμβολαιογράφου ἐν Τούλσας, Ὁκλαχόμα ΗΠΑ, ὑπὸ χρονολογίαν 2 Μαΐου 1975, δεόντως τεθεωρημένων καὶ κεκυρωμένων ἀντιστοιχῶς ὑπὸ τῶν Ἑλλήνων Προξένων εἰς Ἅγιον Φραγκῖσκον, Καλιφορνίας ΗΠΑ, εἰς Φραγκφούρτην τῆς Ὁμοσπονδίας Δημοκρατίας τῆς Γερμανίας καὶ εἰς Σικάγον, Ἰλινόις ΗΠΑ, καὶ ὑπὸ τοῦ Ὑπουργείου Ἐξωτερικῶν τῆς Ἑλληνικῆς Δημοκρατίας, συλλήβδην τοῦ λοιποῦ ἐν τῷ παρόντι ἀναφερομένου ὡς ὁ «Ἀνάδοχος» καὶ ἡ αἱ ἐκ «Δευτέρου Συμβαλλόμενου».

ΠΡΟΟΙΜΙΟΝ

ΔΟΘΕΝΤΟΣ ὅτι τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ OCEANIC Exploration Company, ἐδρεύουσα ἐν DENVER τῆς Πολιτείας COLORADO τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, συνωμολόγησαν τὴν 23ην Δεκεμβρίου 1969 Σύμβασιν «περὶ Παραχωρήσεως Δικαιώματος Ἀναζητήσεως καὶ Ἐκμεταλλεύσεως Ὑδρογονανθράκων εἰς Περιοχὴν τοῦ Θρακικοῦ Πελάγους», κυρωθεῖσαν ὑπὸ τοῦ Ν.Δ/τος 462/1970, δημοσιευθέντος εἰς τὸ ὑπ' ἀριθ. 67 τῆς 21ης Μαρτίου 1970 Φύλλον τῆς Ἐφημερίδος τῆς Κυβερνήσεως (Τεύχος Α), τοῦ λοιποῦ ἐν τῷ παρόντι ἀναφερομένην ὡς «ἡ Σύμβασις Παραχωρήσεως» καὶ

ἐκδοχαῖς ταύτης, διεδέχθησαν αὐτὴν εἰς τὴν Σύμβασιν Παραχωρήσεως καὶ ὡς τοιαῦται, συμμετέχουσι σήμερον εἰς τὴν Σύμβασιν Παραχωρήσεως, κατὰ τὰ κάτωθι ἑκατοστιαῖα ποσοστά, ἐκάστη ἐξ αὐτῶν, ἥτοι :

Ἡ OCEANIC Exploration Co. of Greece κατὰ 68.75 %
Ἡ HELLENIC Oil Company, Inc. » 12.50 %
Ἡ WINTERSHALL Aktiengesellschaft » 12.50 %
Ἡ WHITE SHIELD Greece Oil Corporation » 6.25 %

Σύνολον..... 100.00 % καὶ

ΔΟΘΕΝΤΟΣ ὅτι αἱ ἐκ Δευτέρου Συμβαλλόμεναι, ὡς φορεῖς τῆς Συμβάσεως Παραχωρήσεως, ἐξεπλήρωσαν τὰς ἐξ αὐτῆς ἀπορροούσας ὑποχρεώσεις καὶ δεσμεύσεις καὶ προέβησαν εἰς ἀνακάλυψιν ὕδρογονανθράκων εἰς ἐμπορευσίμους ποσότητας καὶ εἰς θέσιν κειμένην ἐντὸς τῆς περιοχῆς τῆς Παραχωρήσεως, δυτικῶς τῆς νήσου Θάσου, γνωστὴν ὡς «Ἀνακάλυψις ΠΡΙΝΟΣ» καὶ

ΔΟΘΕΝΤΟΣ ὅτι τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ ὅτι ἡ ἀνακάλυψις πετρελαίου ἐν Ἑλλάδι ἐνέχει μεγάλην σπουδαιότητα καὶ σημασίαν διὰ τὴν οἰκονομικὴν καὶ κοινωνικὴν ἀνάπτυξιν τῆς χώρας καὶ

ΔΟΘΕΝΤΟΣ ὅτι, τὸ Ἑλληνικὸν Δημόσιον ἐν ὅψει τῆς ἀποκαταστάσεως τῆς δημοκρατικῆς νομιμότητος εἰς τὴν χώραν καὶ συνεπείᾳ τῆς μεταβολῆς τῶν συνθηκῶν ὡς ἐκ τῆς ἀλματώδους αὐξήσεως τῶν τιμῶν πετρελαίου καὶ τῶν σημειωθείσων εἰς παγκόσμιον κλίμακα μεταβολῶν εἰς τὴν βιομηχανίαν καὶ τὰς ἐπιχειρήσεις πετρελαίου, ἡτήσατο καὶ αἱ ἐκ Δευτέρου Συμβαλλόμεναι συνεφώνησαν, ὅπως συνομολογήσουν νέαν Σύμβασιν εἰς ἀντικατάστασιν τῆς Συμβάσεως Παραχωρήσεως.

ἩΔΗ ΔΙΑ ΤΗΣ ΠΑΡΟΥΣΗΣ

Ἐν ὅψει τῶν προεκτεθέντων, τὰ Συμβαλλόμενα Μέρη ἀπὸ κοινῆς συμφωνοῦν, συνομολογοῦν καὶ ἀποδέχονται τὰ ἀκόλουθα :

ΠΡΟΣΔΙΟΡΙΣΜΟΙ

Αἱ κάτωθι ὑπογραμμιζόμεναι λέξεις καὶ ὅροι κέκτληται τὴν παραπλεύρως τούτων σημειουμένην ἔννοιαν, ἐκτὸς ἐὰν ἐκ τῶν ἐν τῷ κειμένῳ τῆς Συμβάσεως συμφραζομένων προκύπτῃ διάφορος ἔννοια :

Σύμβασις : νοεῖται τὸ παρὸν ἔγγραφον καὶ τὰ Παραρτήματα αὐτοῦ, ὡς καὶ πᾶσα παράτασις, ἀνανέωσις, ἀντικατάστασις ἢ τροποποίησις αὐτοῦ.

Ἀνάδοχος τῆς Ἐργολαβίας, ἐφεξῆς, χάριν συντομίας, Ἀνάδοχος : νοοῦνται αἱ ἐκ Δευτέρου Συμβαλλόμεναι ὡς καὶ ἅπαντες οἱ διάδοχοι καὶ δικαιოდόχοι αὐτῶν, ἀντιστοιχῶς.

Συμβατικὴ Περιοχὴ : νοεῖται τὸ σύνολον τῶν ὑπὸ τῆς παρούσης Συμβάσεως καλυπτομένων περιοχῶν, αἵτινες ἀποτελοῦνται ἐξ «Ἐρευνητικῆς Περιοχῆς», περιγραφομένης ἐν τῷ Παραρτήματι «Α» καὶ ἐμφαινομένης ἐν τῷ Παραρτήματι «Β», ἐκ τῆς «Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΣ», περιγραφομένης ἐν τῷ Παραρτήματι «Γ» καὶ ἐμφαινομένης ἐν τῷ Παραρτήματι «Δ», ὡς καὶ ἐκ πάσης ἐτέρας, μιᾶς ἢ πλειόνων, Περιοχῶν Ἐκμεταλλεύσεως, αἵτινες ἐνδέχεται νὰ δημιουργηθῶσιν ἐν τῷ μέλλοντι, βάσει τῆς παρούσης Συμβάσεως, ἐντὸς τῆς Ἐρευνητικῆς Περιοχῆς.

Ἐργασίαι Πετρελαίου (Petroleum Operations) : νοοῦνται ἅπανσαι αἱ ἐργασίαι ἐρεῦνης, ἐκμεταλλεύσεως, παραγωγῆς, ἐπεξεργασίας, ἐξαιρέσει τῆς διυλίσεως, μεταφορᾶς, ἐξαγωγῆς, καὶ πωλήσεως (marketing) ὕδρογονανθράκων καὶ γενικῶς πᾶσα ἐτέρα ἐργασία, ἀμέσως σχετιζομένη πρὸς τὰς ἀνωτέρω, ἐκτελουμένη δὲ ἐντὸς τοῦ πλαισίου τῆς παρούσης Συμβάσεως.

Κόστος Πετρελαίου (Petroleum Costs) : νοοῦνται ἅπανσαι αἱ διὰ τὴν διεξαγωγὴν τῶν Ἐργασιῶν Πετρελαίου βάσει τῆς παρούσης Συμβάσεως πραγματοποιούμεναι δαπάναι, ἅπαντα τὰ γινόμενα ἐξοδα καὶ ἅπανσαι αἱ ἀναλαμβανόμεναι ὑποχρεώσεις εἴτε ἐντὸς εἴτε ἐκτὸς Ἑλλάδος, ὡς καὶ ἅπανσαι αἱ μέχρι τῆς Ἡμερομηνίας Ἰσχύος τῆς παρούσης Συμβά-

σεως πραγματοποιηθείσαι δαπάναι, γενόμενα έξοδα και αναληφθείσαι υποχρεώσεις, βάσει τής υπό τοῦ Νομ. Δ/τος 462/1970 κυρωθείσης Συμβάσεως Παραχωρήσεως.

Υδρογονάνθρακες : νοούνται τὰ ὀρυκτὰ πετρέλαια καὶ αέρια, καλούμενα Ἀργὸν Πετρέλαιον καὶ Φυσικὰ Ἀέρια, ὡς ἐν τοῖς ἐφεξῆς προσδιορίζονται, ὡς ἐπίσης καὶ ἅπαντα τὰ μετ' αὐτῶν συνεξορυσσόμενα συγγενῇ ὀρυκτὰ καὶ οὐσίαι.

Ἀργὸν Πετρέλαιον : νοεῖται τὸ ἀργὸν ὀρυκτὸν πετρέλαιον, ἡ ἄσφαλτος, ὁ ὀζοκηρίτης καὶ οἱ παντὸς εἶδους ὑδρογονάνθρακες καὶ βιτουμένα, ἐν τε τῇ στερεᾷ καὶ ὑγρᾷ μορφῇ αὐτῶν εἴτε εὐρίσκονται ἐν φυσικῇ καταστάσει εἴτε ἐξάγονται ἐκ Φυσικῶν Ἀερίων διὰ συμπυκνώσεως ἢ ἀφαιρέσεως.

Φυσικὴ Βενζίνη (Natural Gas Liquids) : νοούνται ὑγροποιημένοι ἐλαφροὶ ὑδρογονάνθρακες.

Φυσικὰ Ἀέρια (Natural Gas) : νοούνται ἅπαντες οἱ ὑδρογονάνθρακες ἐν αερίῳ καταστάσει, παραγόμενοι ἐκ γεωτρήσεων καὶ συμπεριλαμβανόντες ὑγροὺς ἐν αερίῳ καταστάσει (wet mineral gas), ξηροὺς ἐν αερίῳ καταστάσει (dry mineral gas), αέρια συγκεντρούμενα εἰς τὴν κεφαλὴν τῆς σωληνώσεως καὶ ὑπολείμματα αερίων παραμένοντα μετὰ τὴν ἀφαίρεσιν τῶν ὑγρῶν ὑδρογονανθράκων ἐκ τῶν ὑγρῶν ἐν αερίῳ καταστάσει καὶ αέρια μὴ προερχόμενα ἐξ ὑδρογονανθράκων (non-hydrocarbon gas), ἅτινα συνυπάρχουν ἐν φυσικῷ συνδέσμῳ καὶ συνεξορυσσονται μετὰ τῶν ὑδρογονανθράκων ἐν αερίῳ καταστάσει ὡς καὶ ὑποπρόϊοντα, ἐξορυσσόμενα μετ' αερίων μὴ προερχομένων ἐξ ὑδρογονανθράκων.

Βαρέλιον : νοεῖται ποσότης 42 γαλλονίων ΗΠΑ Ἀργοῦ Πετρελαίου, μετρούμενων εἰς 60 ° Φαρενάιτ.

Τόννος : νοεῖται ὁ μετρικὸς τόννος.

Ἐτήσιον Πρόγραμμα Ἑργασίας : νοεῖται τὸ συγκεκριμένον Πρόγραμμα ἐρεύνης, ἐκμεταλλεύσεως καὶ παραγωγῆς, ὅπερ ὁ Ἀνάδοχος σκοπεῖ νὰ ἐκτελέσῃ εἰς τὴν Συμβατικὴν Περιοχὴν διὰ τὴν διεξαγωγὴν τῶν Ἑργασιῶν Πετρελαίου κατὰ τὸ ἐν λόγῳ ἔτος.

Προϋπολογισμός : νοεῖται τὸ προϋπολογιζόμενον κόστος ἀπάντων τῶν εἰς τὸ Ἐτήσιον Πρόγραμμα Ἑργασίας διαλαμβανομένων στοιχείων.

Ἡμερολογιακὸν Ἔτος : νοεῖται περίοδος δώδεκα (12) μηνῶν, ἀρχομένη τὴν πρώτην (1ην) Ἰανουαρίου καὶ λήγουσα τὴν τριακοστὴν πρώτην (31ην) τοῦ ἀκολουθοῦντος Δεκεμβρίου, συμφώνως πρὸς τὸ Γρηγοριανὸν Ἡμερολόγιον.

Συμβατικὸν Ἔτος : νοεῖται περίοδος δώδεκα (12) συνεχόμενων μηνῶν, ἀρχομένη ἀπὸ τῆς Ἡμερομηνίας Ἐνάρξεως Ἰσχύος ἢ τῆς ἐπετείου τῆς ἐν λόγῳ ἡμερομηνίας Ἐνάρξεως Ἰσχύος.

Ἡμερομηνία Ἐνάρξεως Ἰσχύος : νοεῖται ἡ ἡμερομηνία δημοσιεύσεως εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως τῆς Ἑλληνικῆς Δημοκρατίας τοῦ κυρωτικοῦ νόμου τῆς παρούσης Συμβάσεως, ὁμοῦ μετὰ τοῦ κειμένου ταύτης.

Συγγενὴς Ἑταιρία : νοεῖται οἰαδήποτε ἑταιρία ἢ ἕτερον νομικὸν πρόσωπον, ἥτις, ἀμέσως ἢ ἐμμέσως εἴτε ἐλέγχει μίαν ἢ πλείονας τῶν ἐκ Δευτέρου Συμβαλλομένων εἴτε ἐλέγχεται ὑπὸ μῆς ἢ πλείονων τῶν ἐκ Δευτέρου Συμβαλλομένων, ὡς καὶ οἰαδήποτε ἑταιρία ἥτις, ἀμέσως ἢ ἐμμέσως, εἴτε ἐλέγχει οἰαδήποτε ἑταιρίαν ἐλέγχουσιν ἀμέσως ἢ ἐμμέσως μίαν ἢ πλείονας τῶν ἐκ Δευτέρου Συμβαλλομένων εἴτε ἐλέγχεται ὑπὸ οἰαδήποτε ἑταιρίας ἐλεγχούσης ἀμέσως ἢ ἐμμέσως μίαν ἢ πλείονας τῶν ἐκ Δευτέρου Συμβαλλομένων. Οἰκοθεν νοεῖται ὅτι ἔλεγχος σημαίνει κυριότης, ἄμεσος ἢ ἔμμεσος, ποσοστοῦ μείζονος τοῦ πενήκοντα ἐπὶ τοῖς ἑκατὸν (50 %) τῶν ἔχουσιν δικαίωμα ψήφου μετοχῶν τοῦ μετοχικοῦ κεφαλαίου τῆς ἐτέρας ἑταιρίας.

Μὴ Συγγενὴς Ἑταιρία ἢ Μὴ Συγγενὴς ἢ Τρίτον Πρόσωπον : νοεῖται ἑταιρία ἢ ἕτερον φυσικὸν ἢ νομικὸν πρόσω-

πον, διάφορον τῶν ἑταιριῶν τῶν ἀποτελουσῶν τὸν Ἀνάδοχον καὶ διάφορον τῶν Συγγενῶν Ἑταιριῶν τοῦ Ἀναδόχου.

Ἄρθρον 1.

Σκοπὸς τῆς Συμβάσεως.

1.1. Ἡ παρούσα Σύμβασις ἔχει τὴν μορφήν συμβάσεως διανομῆς τῆς παραγωγῆς (production sharing contract), συμφώνως πρὸς τὰς ἐν τῇ παρούσῃ κατωτέρω διαλαμβανόμενας διατάξεις.

1.2. Διὰ τῆς παρούσης παρέχεται εἰς τὸν Ἀνάδοχον κατ' ἀποκλειστικότητα τὸ δικαίωμα καὶ ἡ ἄδεια, ὅπως, ὑπὸ τοὺς ἐν αὐτῇ ὅρους καὶ συμφωνίας, διεξαγάγῃ, διοικήσῃ καὶ ἐκτελέσῃ ἀπάσας τὰς Ἑργασίας Πετρελαίου, σχεσιν ἔχουσας πρὸς τοὺς ἐντὸς τῆς Συμβατικῆς Περιοχῆς Ὑδρογονάνθρακας.

1.3. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως διεξάγῃ τὰς Ἑργασίας Πετρελαίου συμφώνως πρὸς τοὺς κανόνας τῆς καλῆς πρακτικῆς ἐν τῇ παραγωγῇ πετρελαίου (good oil field practices) καὶ ὑπόκειται εἰς τοὺς ἐν Ἑλλάδι ἰσχύοντας νόμους καὶ κανονισμούς, ἐξαίρειται τῶν περιπτώσεων καθ' ἃς ἡ παρούσα Σύμβασις ἄλλως ὀρίζει.

1.4. Ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως παράσχῃ ἅπαντα τὰ διὰ τὴν ἀποτελεσματικὴν ἐκτέλεσιν τῶν Ἑργασιῶν Πετρελαίου ἀπαιτούμενα κεφάλαια καὶ τεχνικά μέσα.

Ὁ Ἀνάδοχος φέρει ἀποκλειστικῶς τὸν οἰκονομικὸν κίνδυνον, ἐκ τῆς ἐκτελέσεως τῶν Ἑργασιῶν Πετρελαίου, ἐντεῦθεν δὲ κέκτηται οἰκονομικὸν ἐνδιαφέρον ἐπὶ τῶν παραχθησομένων ἐκ τῆς Συμβατικῆς Περιοχῆς Ὑδρογονανθράκων.

1.5. Ὁ Ἀνάδοχος φέρει τὴν εὐθύνην τῆς διαχειρίσεως καὶ διοικήσεως τῶν βάσει τῆς παρούσης Συμβάσεως διεξαχθησομένων ἐργασιῶν καὶ δραστηριοτήτων, καθ' ὅλην τὴν διάρκειαν ἰσχύος ταύτης, πάντοτε δὲ συμφώνως πρὸς τοὺς κανόνας τῆς καλῆς πρακτικῆς ἐν τῇ παραγωγῇ πετρελαίου. Ὁ Ἀνάδοχος δικαιούται ἐλευθέρως νὰ καθορίσῃ καὶ ἐφαρμόσῃ τὴν ἐπενδυτικὴν του πολιτικὴν, τὰ οἰκονομικὰ αὐτοῦ προγράμματα ὡς καὶ τὰ τοιαῦτα τῶν ἐργασιῶν, ἐξαίρειται τῶν περιπτώσεων καθ' ἃς ἡ παρούσα Σύμβασις ἄλλως ὀρίζει.

1.6. Διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, τὸ σύνολον τῆς παραγωγῆς, τῆς προκυπτούσης ἐκ τῶν Ἑργασιῶν Πετρελαίου, θὰ διατίθεται συμφώνως πρὸς τοὺς κατωτέρω ἐν Ἀρθρῷ 14 καθοριζομένους ὅρους.

1.7. Ὁ Ἀνάδοχος διορίζει διὰ τῆς παρούσης ὡς Ἐντολοδόχον (Operator) τὴν OCEANIC Exploration Co. of Greece, ἥτις, ἐπιφυλαττομένων τῶν διατάξεων τοῦ κατωτέρω Ἀρθροῦ 34, θὰ φέρῃ τὴν εὐθύνην τῆς ἐκτελέσεως τῶν Ἑργασιῶν Πετρελαίου καὶ θὰ ὑποβάλλῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον, ἀπάσας τὰς σχετικὰς ἐκθέσεις, πληροφορίας καὶ ἔγγραφα. Ὁ Ἐντολοδόχος θὰ ἐνεργῇ ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου, ὡς ὁ ἐξουσιοδοτημένος ἐκπρόσωπος ἀπασῶν τῶν Ἑταιριῶν αἵτινες ἀποτελοῦν τὸν Ἀνάδοχον, ἐν σχέσει πρὸς τὰς Ἑργασίας Πετρελαίου, ἐξαίρειται τῶν περιπτώσεων καθ' ἃς ἡ παρούσα Σύμβασις ἄλλως ὀρίζει.

Ὁ Ἀνάδοχος δύναται, ὅποτεδήποτε, νὰ ἀντικαθιστῇ τὸν Ἐντολοδόχον, εἰδοποιῶν περὶ τούτου τὸ Ἑλληνικὸν Δημόσιον, πρὶν ἐνός (1) τοῦλάχιστον μηνός.

Ἄρθρον 2.

Διάρκεια Ἑρευνητικῆς Περιόδου.

2.1. Διὰ τῆς παρούσης παρέχεται εἰς τὸν Ἀνάδοχον ἀποκλειστικὴ ἄδεια ἐρευνᾶν, καλύπτουσα ὁλόκληρον τὴν

Ερευνητικήν Περιοχήν, διὰ περίοδον τεσσάρων (4) ἐτῶν, ἀρχομένην ἀπὸ τῆς ἡμερομηνίας Ἐνάρξεως Ἰσχύος τῆς παρούσης Συμβάσεως ἢ δι' ὅσον πρόσθετον χρόνον ἤθελεν ἀπαιτηθῆ διὰ τὴν συμπλήρωσιν ἢ διὰ τὴν σφράγισιν καὶ ἐγκατάλειψιν οἰουδήποτε ἐρευνητικοῦ φρέατος, τοῦ ὁποίου ἡ γεώτρησης ὑπὸ τοῦ Ἀναδόχου ἐνδέχεται νὰ εὑρίσκεται ἐν ἐξελίξει κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἐν λόγῳ τετραετοῦς περιόδου. Ἐν οὐδεμίᾳ ὁμως περιπτώσει ὁ πρόσθετος οὗτος χρόνος δύναται νὰ εἶναι μείζων τῶν ἐξ (6) μηνῶν.

2.2. Ἄμα τῇ λήξει τῆς ὡς ἄνω περιόδου ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως ἐγκαταλείψῃ ὁλόκληρον τὴν Ἐρευνητικήν Περιοχήν, ἐξαιρέσει τῆς Περιοχῆς ἢ τῶν Περιοχῶν Ἐκμεταλλεύσεως, τὰς ὁποίας ἐνδέχεται ἐν τῷ μεταξύ νὰ ἔχῃ οὗτος γνωστοποιήσει εἰς τὸ Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς τὸ ἄρθρον 6 τῆς παρούσης Συμβάσεως καὶ ἐξαιρέσει τῶν τμημάτων ἐκείνων τῆς Ἐρευνητικῆς Περιοχῆς, διὰ τὰ ὁποῖα ὁ Ἀνάδοχος εὐλόγως πιστεύει, ὅτι δύναται νὰ καταστοῦν Περιοχὴ ἢ Περιοχαὶ Ἐκμεταλλεύσεως, εὐθὺς ἄμα τῇ ἀποπερατώσει, ὡς φρέατος ἀνακαλύψεως, τοῦ ἐν ἐξελίξει τότε ἐρευνητικοῦ τοιούτου. Ἄμα τῇ ἀποπερατώσει τοῦ ἐν λόγῳ φρέατος ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐγκαταλείψῃ ἅπαντα τὰ τμήματα τῆς Ἐρευνητικῆς Περιοχῆς, διὰ τὰ ὁποῖα δὲν ἐγένετο πράγματι μέχρι τότε παρ' αὐτοῦ πρὸς τὸ Ἑλληνικὸν Δημόσιον ἢ κατὰ τὸ κατωτέρω ἄρθρον 6 τῆς παρούσης γνωστοποιήσεις, ὡς καὶ τὸ ἀνωτέρω τμήμα ταύτης, ἐφ' οὗ εὑρίσκειτο ἐν ἐξελίξει τὸ ἐρευνητικὸν φρέαρ, ὑπὸ τὴν προϋπόθεσιν ὅτι δὲν ἐγένετο εἰς τὸ φρέαρ τοῦτο ἀνακάλυψις ἐμπορικῶς ἐκμεταλλεύσιμου κοιτάσματος, παρέχουσα εἰς τὸν Ἀνάδοχον τὸ δικαίωμα κτήσεως ἀδείας ἐκμεταλλεύσεως κατὰ τὸ κατωτέρω ἄρθρον 6.

ἄρθρον 3.

Ὑποχρεώσεις καὶ Δικαιώματα Ἐρευνητικῶν Ἑργασιῶν τοῦ Ἀναδόχου. :

3.1. Ὁ Ἀνάδοχος συμφωνεῖ ὅπως, διαρκούσης τῆς ἐν ἄρθρῳ 2.1. ἀνωτέρω καθοριζομένης Ἐρευνητικῆς Περιόδου, προβῇ εἰς τὴν γεώτρησιν ἐξ (6) τοῦλάχιστον ἐρευνητικῶν φρεάτων.

3.2. Ἐκαστον τῶν ὡς ἀνωτέρω φρεάτων θὰ ἀνορυχθῇ μέχρις ἐλαχίστου βάθους 2.700 μέτρων, μετρουμένου ἀπὸ τῆς περιστροφικῆς τραπέζης (rotary table) τοῦ γεωτρύπανου ἢ μέχρι καὶ μικροτέρου ἔτι βάθους, ἐφ' ὅσον :

— ἐγένετο ἀνακάλυψις ὑδρογονανθράκων εἰς βάθος μικρότερον τῶν 2.700 μέτρων εἰς ποσότητας, αἱ ὁποῖαι, κατὰ τὴν γνώμην τοῦ Ἀναδόχου, θὰ ἦτο ἐνδεχόμενον νὰ ἐξασφαλίσουν οἰκονομικῶς συμφέρουσαν ἐκμετάλλευσιν,

— εὐρέθη οἰκονομικὸν ὑπόβαθρον εἰς βάθος μικρότερον τῶν 2.700 μέτρων,

— ἡ ἐξακολούθησις τῆς γεωτρήσεως ἐμφανίζει προφανῆ κίνδυνον εἴτε λόγῳ ὑπερβολικῆς τεκτονικῆς πίεσεως εἴτε λόγῳ παρουσίας δηλητηριωδῶν ἀερίων εἴτε λόγῳ ἐτέρων κινδύνων διὰ τὴν ἀνθρωπίνην ζωὴν ἢ τὸν ἐξοπλισμόν,

— ἀνευρέθησαν πετρολογικοὶ σχηματισμοί, τῶν ὁποίων ἡ σκληρότης καθιστᾷ πρακτικῶς ἀδύνατον τὴν ἐξακολούθησιν τῆς γεωτρήσεως,

— ἀνευρέθησαν σχηματισμοὶ τῶν ὁποίων ἡ διάτρησις ἀπαιτεῖ τὴν τοποθέτησιν προστατευτικῶν σωληνώσεων παρεμπιπδύζομένης οὕτω τῆς γεωτρήσεως μέχρι βάθους 2.700 μέτρων.

Εἰς τὴν περίπτωσιν ἡ γεώτρησης ἤθελε διακοπῇ δι' οἰονδήποτε ἐκ τῶν ὡς ἄνω ἀπαριθμουμένων λόγων, τὸ ἀνορυχθὲν φρέαρ θὰ θεωρεῖται ὅτι ἀνωρύχθη μέχρι βάθους 2.700 μέτρων.

3.3. Ὁ Ἀνάδοχος δικαιούται νὰ ἐκτελέσῃ γεωλογικὰς, γεωφυσικὰς καὶ οἰασδήποτε ἐτέρας ἐρευνητικὰς ἐργασίας, περιλαμβανομένων, ὅπως ἐνδεικτικῶς, θαλασσιῶν σεισμικῶν ἐρευνῶν καὶ ἀναγνωριστικῶν γεωλογικῶν γεωτρήσεων.

Ἐπὶ πλεόν τῶν ὡς ἄνω ἐξ (6) ὑποχρεωτικῶν ἐρευνητικῶν φρεάτων, ὁ Ἀνάδοχος δικαιούται ἐπίσης νὰ ἀνορύσῃ ὁσαδήποτε ἑτέρα φρέατα θεωρεῖ ἀναγκαῖα κατὰ τὴν κρίσιν του.

3.4. Ἡ θέσις πάντων τῶν φρεάτων θὰ ἐπιλέγεται ὑπὸ τοῦ Ἀναδόχου κατὰ τὴν κρίσιν του.

ἄρθρον 4.

Ὑποχρεώσεις Ἐπενδύσεων δι' Ἐρεῦνας.

4.1. Διὰ τὴν ἀνορύξιν τῶν ἐν τῷ ἀνωτέρῳ ἄρθρῳ 3 ὀριζομένων ἐξ (6) ἐρευνητικῶν φρεάτων, ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀναγκαῖα πρὸς τοῦτο κ. φάλαια.

4.2. Ἐὰν κατὰ τὴν λήξιν τῆς Ἐρευνητικῆς Περιόδου τῶν τεσσάρων (4) ἐτῶν, ὡς αὕτη καθορίζεται ἐν τῷ ἀνωτέρῳ ἄρθρῳ 2, ὁ Ἀνάδοχος δὲν ἔχῃ ἀνορύξει καὶ τὰ ἐξ (6) ἐρευνητικὰ φρέατα, ὑποχρεοῦται οὗτος νὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν Δολλαρίων ΗΠΑ Ἐνὸς ἑκατομμυρίου (1.000.000) δι' ἕκαστον μὴ ἀνορυχθὲν φρέαρ, λόγῳ ἀποζημιώσεως καὶ εἰδικῆς ποινικῆς ρήτηρας.

4.3. Ἐὰν, πρὸ τῆς λήξεως τῆς Ἐρευνητικῆς Περιόδου τῶν τεσσάρων (4) ἐτῶν ὁ Ἀνάδοχος ἐπιστρέψῃ οἰκιοθελῶς τὸ σύνολον τῆς Ἐρευνητ. κῆς Περιοχῆς, κατὰ τὰ ἐν τῷ κατωτέρῳ ἄρθρῳ 5 ὀριζόμενα, ὑποχρεοῦται οὗτος ὅπως καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, λόγῳ ἀποζημιώσεως καὶ εἰδικῆς ποινικῆς ρήτηρας :

— ἐὰν ἡ ἐπιστροφή λάβῃ χώραν διαρκούντος τοῦ πρώτου ἔτους τῆς Ἐρευνητικῆς Περιόδου, τὸ ποσὸν τῶν Δολλαρίων ΗΠΑ Ἐνὸς ἑκατομμυρίου Πεντακοσίων Χιλιάδων (\$ 1.500.000) μείον τοῦ ποσοῦ τῶν Δολλαρίων ΗΠΑ Ἐνὸς ἑκατομμυρίου (\$ 1.000.000) δι' ἕκαστον φρέαρ ἀνορυχθὲν μέχρι τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ ἐν λόγῳ ἐπιστροφή.

— ἐὰν ἡ ἐπιστροφή λάβῃ χώραν διαρκούντος τοῦ δευτέρου ἔτους τῆς Ἐρευνητικῆς Περιόδου, τὸ ποσὸν τῶν Δολλαρίων ΗΠΑ Τριῶν ἑκατομμυρίων (\$ 3.000.000) μείον τοῦ ποσοῦ τῶν Δολλαρίων ΗΠΑ Ἐνὸς ἑκατομμυρίου (\$ 1.000.000) δι' ἕκαστον φρέαρ ἀνορυχθὲν μέχρι τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ ἐν λόγῳ ἐπιστροφή.

— ἐὰν ἡ ἐπιστροφή λάβῃ χώραν κατὰ τὸ τρίτον ἔτος τῆς Ἐρευνητικῆς Περιόδου, τὸ ποσὸν τῶν Δολλαρίων ΗΠΑ Τεσσάρων ἑκατομμυρίων Πεντακοσίων Χιλιάδων (\$ 4.500.000) μείον τοῦ ποσοῦ τῶν Δολλαρίων ΗΠΑ Ἐνὸς ἑκατομμυρίου (\$ 1.000.000) δι' ἕκαστον φρέαρ ἀνορυχθὲν μέχρι τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ ἐν λόγῳ ἐπιστροφή.

— ἐὰν ἡ ἐπιστροφή λάβῃ χώραν κατὰ τὸ τέταρτον ἔτος τῆς Ἐρευνητικῆς Περιόδου, τὸ ποσὸν τῶν Δολλαρίων ΗΠΑ Ἐξ ἑκατομμυρίων (\$ 6.000.000) μείον τοῦ ποσοῦ Δολλαρίων ΗΠΑ Ἐνὸς ἑκατομμυρίου (\$ 1.000.000) δι' ἕκαστον φρέαρ ἀνορυχθὲν μέχρι τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ ἐν λόγῳ ἐπιστροφή.

Οἰαδήποτε τμηματικὴ ἐπιστροφή τῆς Ἐρευνητικῆς Περιοχῆς οὐδόλως ἀπαλλάσσει τὸν Ἀνάδοχον τῆς ὑποχρεώσεώς του πρὸς ἀνορύξιν τῶν ἐξ (6) ἐρευνητικῶν φρεάτων ἢ πρὸς καταβολὴν τῶν ὡς ἄνω καθοριζομένων ποσῶν ἐν μὴ ἀνορύξει καὶ τῶν ἐξ (6) ἐρευνητικῶν φρεάτων.

4.4. Πᾶν ποσὸν ὀφειλόμενον βάσει τοῦ ἄρθρου 4.2 καὶ 4.3 ἀνωτέρω θὰ καταβάλλεται τοῖς μετρητοῖς ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς λήξεως τῆς Ἐρευνητικῆς Περιόδου ἢ, ἀναλόγως τῆς περιπτώσεως ἀπὸ τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ οἰκιοθελής ἐπιστροφή.

ἄρθρον 5.

Οἰκιοθελής Ἐπιστροφή Ἐρευνητικῶν Περιοχῶν.

5.1. Ὅποτεδήποτε διαρκούσης τῆς Ἐρευνητικῆς Περιόδου ὁ Ἀνάδοχος δικαιούται ὅπως, εἰδοποιῶν περὶ τούτου τὸ

Ἑλληνικὸν Δημόσιον πρὸ ἐνενήκοντα (90) ἡμερῶν, ἐπιστρέφῃ οἰκιοθελῶς εἰς τοῦτο τὸ σύνολον ἢ τμήμα τῆς τότε παρ' αὐτοῦ κατεχομένης Ἑρευνητικῆς Περιοχῆς, ὑπὸ τὸν ὅρον ὅμως ὅτι ἐὰν τμήμα μόνον τῆς Ἑρευνητικῆς Περιοχῆς ἐπιστρέφεται, τὸ ἐμβαδὸν τοῦτου δὲν δύναται νὰ εἶναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

5.2. Ἐπὶ οἰκιοθελοῦς ἐπιστροφῆς τοῦ συνόλου τῆς Ἑρευνητικῆς Περιοχῆς πρὸ τῆς λήξεως τῆς ἐν Ἀρθρῷ 2 τῆς παρούσης τετραετίας παύουν ὑφιστάμεναι, ἀπὸ τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ τοιαύτη ἐπιστροφή, ἅπαναι αἱ βάσεις τῆς παρούσης ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεις καὶ δικαιώματα τοῦ Ἀναδόχου καὶ δὴ ἀδαπάνως καὶ ἀζημίας δι' αὐτόν, ἐξαιρέσει ὅμως τῶν ἐν τῷ ἀνωτέρῳ Ἀρθρῷ 4.3 ὀριζομένων.

Ἐπὶ οἰκιοθελοῦς ἐπιστροφῆς τμήματος μόνον τῆς Ἑρευνητικῆς Περιοχῆς, παύουν ὑφιστάμεναι, ἀπὸ τῆς ἡμερομηνίας καθ' ἣν ἐπραγματοποιήθη ἡ τοιαύτη ἐπιστροφή, ἅπαναι αἱ ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεις καὶ δικαιώματα τοῦ Ἀναδόχου ἐπὶ τοῦ ἐπιστρεφόμενου τμήματος τῆς Ἑρευνητικῆς Περιοχῆς καὶ δὴ ἀδαπάνως καὶ ἀζημίας δι' αὐτόν, ἐξαιρέσει τῶν ἐν τῷ ἀνωτέρῳ Ἀρθρῷ 4.3 ὀριζομένων. Ἀπαντα τὰ βάσει τῆς παρούσης Συμβάσεως δικαιώματα καὶ ὑποχρεώσεις τοῦ Ἀναδόχου πρὸς διεξαγωγὴν ἐρευνῶν εἰς τὸ μὴ ἐπιστραφέν τμήμα τῆς Ἑρευνητικῆς Περιοχῆς ἐξακολουθοῦν ὑφιστάμενα.

Ἀρθρον 6.

Ἀνακαλύψεις-Ἀδειαι Ἑκμεταλλεύσεως.

6.1. Εἰς ἣν περίπτωσιν ὁποτεδήποτε διαρκούσης τῆς Ἑρευνητικῆς Περιόδου περὶ ἧς γίνεται μνεία ἐν τῷ ἀνωτέρῳ Ἀρθρῷ 2, λάβη χώραν ἀνακάλυψις Ὑδρογονανθράκων, εἰς οἷονδήποτε φρέαρ ἀνορυχθέν ὑπὸ τοῦ Ἀναδόχου εἰς τὴν Ἑρευνητικὴν Περιοχὴν, εἰς ποσότητος αἵτινες κατὰ τὴν γνώμην τοῦ Ἀναδόχου θὰ ἐξησφαλίζον οἰκονομικῶς συμφέρονσαν ἐκμετάλλευσιν (ἐμπορικῶς ἐκμεταλλέσιμον κοῖτασμα) ὁ Ἀνάδοχος θὰ δικαιούται νὰ λάβῃ ἀποκλειστικὴν ἄδειαν ἐκμεταλλεύσεως τῆς τοιαύτης ἀνακαλύψεως, τῆς ἐν λόγῳ ἀδείας ἀποκαλουμένης τοῦ λοιποῦ ἐν τῇ παρούσῃ ὡς «Ἀδεια Ἑκμεταλλεύσεως» καὶ θὰ τυγχάνῃ ἅμα ὑπόχρεος εἰς ἐκμετάλλευσιν τῆς γενομένης ἀνακαλύψεως, συμφώνως πρὸς τὰ ἐν τῇ παρούσῃ Συμβάσει ὀριζόμενα.

6.2. Ἐπὶ τῷ τέλει ἀποκτήσεως ἀδείας Ἑκμεταλλεύσεως, ὁ Ἀνάδοχος ὀφείλει νὰ γνωστοποιήσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον τὴν γενομένην ἀνακάλυψιν, δι' ἐξωδίκου δηλώσεώς του ἐπιδιδομένης αὐτῷ διὰ δικαστικοῦ Ἐπιμελητοῦ, εἰς ἣν δέον νὰ ἐπισυνάπτονται :

(α) ἱκανοποιητικὰ ἀποδείξεις ἐμφαίνουσαι τὸ ἐμπορικῶς ἐκμεταλλέσιμον, κατὰ τὴν γνώμην τοῦ Ἀναδόχου, τῆς γενομένης ἀνακαλύψεως·

(β) λεπτομερὲς καὶ ἀκριβὲς περιγραφὴ, δι' ἀναφορὰς εἰς τὰς γεωγραφικὰς συντεταγμένας, τῆς ὑπὸ τοῦ ἀναδόχου ἐπιλεγείσης περιοχῆς, ἐντὸς τῆς ὁποίας εὐρίσκεται τὸ ἀνακαλυφθέν κοίτασμα, ὁμοῦ μετὰ τοῦ χάρτου ὑπὸ κλίμακα 1 : 50.000 ἐμφαίνοντος τὰ ὅρια τῆς ἐπιλεγείσης περιοχῆς ἀποκαλουμένης τοῦ λοιποῦ ἐν τῇ παρούσῃ Συμβάσει ὡς «Περιοχὴ Ἑκμεταλλεύσεως».

Ἡ ἀνωτέρω γνωστοποίησις τοῦ Ἀναδόχου πρὸς τὸ Ἑλληνικὸν Δημόσιον δέον νὰ γίνεται τὸ δυνατόν ταχύτερον, ἐν πάσῃ δὲ περιπτώσει οὐχὶ βραδύτερον τῶν τριάκοντα (30) ἡμερολογιακῶν ἡμερῶν ἀπὸ τῆς ἡμερομηνίας καθ' ἣν περιήλθον εἰς τὸν Ἀνάδοχον τὰ ἀποτελέσματα τῶν σχετικῶν δοκιμῶν, μετρήσεων καὶ ἀναλύσεων καὶ ἐν γένει ἅπαναι αἱ λοιπαὶ μελέται καὶ στοιχεῖα, ἀποδεικνύοντα κατὰ τὴν γνώμην αὐτοῦ, τὸ ἐμπορικῶς ἐκμεταλλέσιμον τῆς ἀνακαλύψεως.

6.3. Ἀπὸ τῆς πληρώσεως τῶν ἐν τῷ ἀνωτέρῳ Ἀρθρῷ 6.2. καθοριζομένων προϋποθέσεων, ὁ Ἀνάδοχος ἀποκτᾷ αὐτοδικαίως ἀποκλειστικὴν Ἀδειαν Ἑκμεταλλεύσεως τῆς ὑπ' αὐτοῦ κατὰ τὰ ἀνωτέρω καθορισθείσης Περιοχῆς Ἑκμεταλλεύσεως.

6.4. Εἰς ἣν περίπτωσιν ὁ Ἀνάδοχος προβῇ εἰς πλείονας ἐμπορικῶς ἐκμεταλλευσίμους ἀνακαλύψεις ἐντὸς τῆς Ἑρευνητικῆς Περιοχῆς, ἐκάστη ἐξ αὐτῶν θὰ παρέχῃ εἰς τὸν Ἀνάδοχον τὸ δικαίωμα νὰ ἀποκτήσῃ καὶ διατηρῇ ἀποκλειστικὴν Ἀδειαν Ἑκμεταλλεύσεως δι' ἐκάστην ἀντιστοίχως Περιοχὴν Ἑκμεταλλεύσεως καὶ θὰ συνεπάγεται τὴν ὑποχρέωσιν αὐτοῦ, ὅπως ἐκμεταλλεuthῇ ἐκάστην τοιαύτην Περιοχὴν. Ὁ ἀριθμὸς τῶν οὕτω κτητησομένων ἀποκλειστικῶν Ἀδειῶν Ἑκμεταλλεύσεως εἶναι ἀπεριόριστος.

6.5. Τὸ μέγιστον ἐμβαδὸν ἐκάστης Περιοχῆς Ἑκμεταλλεύσεως δὲν δύναται, κατ' ἀρχήν, νὰ ὑπερβαίῃ τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, τὸ σχῆμα δὲ ταύτης, καθοριζόμενον ὑπὸ τοῦ Ἀναδόχου, δέον νὰ πλησιάζῃ, κατὰ τὸ δυνατόν, τὸ ὀρθογώνιον τοιοῦτον. Οὐχ' ἤττον, ἐὰν ὁ Ἀνάδοχος, δύναται νὰ ἀποδείξῃ, ὅτι ἡ πιθανὴ περιοχὴ τοῦ παραγωγικοῦ πεδίου τῆς ἀνακαλύψεως ὑπερβαίνει τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, θὰ δικαιούται οὗτος εἰς Περιοχὴν Ἑκμεταλλεύσεως μεῖζονα μὲν τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων, ἐν οὐδεμιᾷ ὅμως περιπτώσει μεῖζονα τῶν ἑκατὸν (100) τετραγωνικῶν χιλιομέτρων.

6.6. Τὸ Ἑλληνικὸν Δημόσιον βεβαίῳ ὅτι ὁ Ἀνάδοχος ἔτυχεν ἀποκλειστικῆς Ἀδείας Ἑκμεταλλεύσεως τῆς ἀνακαλύψεως ΠΡΙΝΟΥ, ἥτις, συμφωνεῖται, ὅτι, ἀπὸ τοῦδε καὶ ἐφεξῆς, θὰ διέπεται ἀποκλειστικῶς ὑπὸ τῶν διατάξεων τῆς παρούσης Συμβάσεως. Ἡ ἄδεια αὕτη καλύπτει τὴν Περιοχὴν Ἑκμεταλλεύσεως ΠΡΙΝΟΥ, ὡς αὕτη περιγράφεται καὶ ἐμβαίνει ἀντιστοίχως εἰς τὰ Παραρτήματα «Γ» καὶ «Δ» τῆς παρούσης.

6.7. Πᾶσα ποσότης Ὑδρογονανθράκων, παραχθεῖσα ἔκ τινος ἀνακαλύψεως πρὸς τῆς ἀποκτήσεως τῆς ἐν Ἀρθρῷ 6.2. καὶ 6.3. ἀνωτέρω καθοριζομένης Ἀδείας Ἑκμεταλλεύσεως, θὰ διέπῃται ὑπὸ τῶν διατάξεων τοῦ κατωτέρω Ἀρθροῦ 14 καὶ θὰ μετρήται, συμφώνως πρὸς τὰς διατάξεις τοῦ Ἀρθροῦ 18 τῆς παρούσης, ἐκτὸς ἐὰν ἡ ρηθεῖσα ποσότης Ὑδρογονανθράκων ἐχρησιμοποιήθῃ διὰ τὴν ἐκτέλεσιν τῶν Ἐργασιῶν Πετρελαίου ἢ ἀπωλέσθῃ.

6.8. Εἰς ἣν περίπτωσιν ὁ Ἀνάδοχος, ὁποτεδήποτε μετὰ τὴν ὑπ' αὐτοῦ ἀπόκτησιν Ἀδείας Ἑκμεταλλεύσεως, παράσῃ ἐπαρκεῖς ἀποδείξεις, ὅτι τὸ παραγωγικὸν πεδίον ἐκτείνεται πέραν τῆς ἀντιστοίχου Περιοχῆς ἐκμεταλλεύσεως, θὰ δικαιούται οὗτος νὰ ζητήσῃ καὶ τὸ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται ὅπως ἀποδεχθῇ τὴν διευρύνσιν τῆς ἤδη καθορισθείσης Περιοχῆς Ἑκμεταλλεύσεως καὶ τὴν τροποποίησιν τῆς ἤδη κτηθείσης ἀντιστοίχου Ἀδείας Ἑκμεταλλεύσεως, πρὸς τὸν σκοπὸν ὅπως περιληφθῇ εἰς αὐτὰς ὁλόκληρον τὸ παραγωγικὸν πεδίον, ὑπὸ τὸν ὅρον ὅμως, τὸ μὲν ὅτι τὸ ἐμβαδὸν τῆς οὕτω διευρυνθείσης Περιοχῆς Ἑκμεταλλεύσεως δὲν θὰ ὑπερβαίῃ τὰ ἑκατὸν (100) τετραγωνικὰ χιλιόμετρα, τὸ δὲ ὅτι τοῦτο θὰ εὐρίσκεται ἐντὸς τῆς κατὰ τὸν χρόνον ἐκεῖνον ὑφισταμένης Συμβατικῆς Περιοχῆς.

Ἀρθρον 7.

Διάρκεια Ἀδειῶν Ἑκμεταλλεύσεως.

7.1. Ἡ διάρκεια τῆς Ἀδείας Ἑκμεταλλεύσεως ΠΡΙΝΟΥ ὀρίζεται εἰς εἴκοσιν ἔξ (26) συναπτὰ ἔτη, ἀρχομένη ἀπὸ τῆς ἡμερομηνίας Ἐνάρξεως Ἰσχύος τῆς παρούσης Συμβάσεως.

7.2. Ἡ διάρκεια ἐκάστης ἐτέρας Ἀδείας Ἑκμεταλλεύσεως, δυναμένης νὰ ἀποκτηθῇ κατὰ τὰ ἐν τῷ προηγουμένῳ Ἀρθρῷ σχετικῶς ἐκτιθέμενα, ἔσται ὡσαύτως εἴκοσιν ἔξ (26) συναπτῶν ἐτῶν, ἀρχομένη ἀπὸ τῆς ἡμερομηνίας τῆς ἐν τῷ ἀνωτέρῳ Ἀρθρῷ 6.3 γνωστοποιήσεως πρὸς τὸ Ἑλληνικὸν Δημόσιον.

7.3. Ἐφ' ὅσον ὁ Ἀνάδοχος συνεμορφώθῃ πρὸς ἅπασας τὰς ἐκ τῆς παρούσης Συμβάσεως ἀπορροεούσας ὑποχρεώσεις αὐτοῦ, ἢ ὡς ἄνω, κατὰ τὸ Ἀρθρον 7.1 καὶ 7.2 εἰκοσιεξαετῆς διάρκειαν τῶν Ἀδειῶν Ἑκμεταλλεύσεως, θὰ παρατείνεται αὐτοδικαίως διὰ πρόσθετον περίοδον δέκα (10) ἐτῶν, ἀρχο-

μένην από της ημερομηνίας λήξεως της αντιστοίχου 'Αδείας 'Εκμεταλλεύσεως.

7.4. Καθ' ὅλην τὴν διάρκειαν ἰσχύος ἐκάστης 'Αδείας 'Εκμεταλλεύσεως ὁ 'Ανάδοχος θὰ ἔχη τὸ ἀποκλειστικὸν δικαίωμα ὥπως κατέχη, χρησιμοποιῇ, διαχειρίζεται καὶ διατηρῇ ἐκάστην Περιοχὴν 'Εκμεταλλεύσεως πρὸς τὸν σκοπὸν τῆς ἐκτελέσεως ἐν αὐτῇ τῶν 'Εργασιῶν Πετρελαίου, τὸ δὲ 'Ελληνικὸν Δημόσιον θέλει ἐξασφαλίζει εἰς τὸν ἀνάδοχον τὴν ἀδιατάρακτον ἀσκήσιν τοῦ ἐν λόγῳ ἀποκλειστικοῦ δικαιώματος.

7.5. 'Οποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ὁ 'Ανάδοχος θὰ δικαιούται νὰ παραιτηθῇ οἰκειοθελῶς μὴς ἢ πλείονων 'Αδειῶν 'Εκμεταλλεύσεως αὐτοῦ, εἰδοποιῶν περὶ τούτου ἐγγράφως τὸ 'Ελληνικὸν Δημόσιον πρὸ ἐνενήκοντα (90) ἡμερῶν.

7.6. 'Απὸ τῆς ημερομηνίας λήξεως ἐκάστης 'Αδείας 'Εκμεταλλεύσεως ἢ τῆς τυχόν οἰκειοθελοῦς ἀπ' αὐτῆς παραιτήσεως, κατὰ τὰ ἐν 'Αρθρῳ 7.5 ἀνωτέρω ὀριζόμενα, ὁ 'Ανάδοχος ὑποχρεοῦται, ὥπως ἐπιστρέψῃ εἰς τὸ 'Ελληνικὸν Δημόσιον τὴν εἰς τὴν ἐν λόγῳ 'Αδειαν ἀντιστοιχοῦσαν Περιοχὴν 'Εκμεταλλεύσεως, ἐπιφυλαττομένων δὲ τῶν διατάξεων τοῦ 'Αρθροῦ 27 τῆς παρούσης, ἅπαντα τὰ ἐναντι τοῦ 'Ελληνικοῦ Δημοσίου δικαίωματα καὶ ὑποχρεώσεις τοῦ 'Αναδόχου, τὰ ἀπορρέοντα ἢ ἀναφερόμενα εἰς τε τὰς ληξάσας ἢ τὰς ἐφ' ὧν ἡ παραιτήσις 'Αδείας 'Εκμεταλλεύσεως καὶ τὰς ἐπιστραφεύσας Περιοχὰς 'Εκμεταλλεύσεως, παύουν ὑφιστάμενα ἀδαπάνως καὶ ἀζημίως διὰ τὸν 'Ανάδοχον, ἐξαίρεσει τῶν μέχρι τῆς λήξεως ἢ παραιτήσεως γεγεννημένων ἀπαιτήσεων ἐκαστέρου τῶν μερῶν ἐναντι τοῦ ἐτέρου.

"Αρθρον 8.

'Ετήσιον Πρόγραμμα 'Εργασίας καὶ Προϋπολογισμός.

8.1. Τρεῖς (3) τοῦλάχιστον μῆνας πρὸ τῆς ἐνάρξεως ἐκαστοῦ 'Ημερολογιακοῦ ἔτους ἢ καθ' ἃ ἕτερα χρονικὰ ὅρια ἤθελον συμφωνήσῃ οἱ Συμβαλλόμενοι, ὁ 'Ανάδοχος ὑποχρεοῦται ὥπως συντάσῃ καὶ ὑποβάλλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον τὸ 'Ετήσιον Πρόγραμμα 'Εργασίας καὶ τὸν προϋπολογισμόν αὐτοῦ διὰ τὴν Συμβατικὴν Περιοχὴν, ἐκθέτων τὰς 'Εργασίας Πετρελαίου, τὰς ὁποίας προτίθεται νὰ ἐκτελέσῃ κατὰ τὸ ἐπόμενον 'Ημερολογιακὸν ἔτος.

8.2. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον ἐπιθυμῇ νὰ προτείνῃ ἀναθεώρησιν συγκεκριμένων τινῶν τμημάτων τοῦ ἐν λόγῳ Προγράμματος 'Εργασίας, ὑποχρεοῦται ὥπως, ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς εἰς αὐτὸ ὑποβολῆς τοῦ Προγράμματος, εἰδοποιήσῃ σχετικῶς τὸν 'Ανάδοχον, καθορίζον μετ' ἐπαρκῶν λεπτομερειῶν τοὺς πρὸς τούτο λόγους. Συντόμως μετὰ ταῦτα, τὸ 'Ελληνικὸν Δημόσιον καὶ ὁ 'Ανάδοχος θὰ συναντηθοῦν ἐπὶ τῷ τέλει ὥπως ἐπιδιώξουν τὴν ἐπιτευξὴν συμφωνίας ἐπὶ τῶν ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου προτεινομένων ἀναθεωρήσεων. 'Εν πάσῃ περιπτώσει, πᾶν τμήμα τοῦ 'Ετησίου Προγράμματος 'Εργασίας, διὰ τὸ ὁποῖον τὸ 'Ελληνικὸν Δημόσιον δὲν προέτεινεν ἀναθεωρήσιν τινα, ἐκτελεῖται. ἐν τῷ μέτρῳ τοῦ θύνατο, ὡς ἐν τῷ προγράμματι περιγράφεται. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον δὲν εἰδοποιήσῃ κατὰ τὰ ἄνω τὸν 'Ανάδοχον ἐντὸς τῆς ρηθείσης προθεσμίας, τεκμαίρεται ὅτι τοῦτο δὲν ἐπιθυμεῖ νὰ προτείνῃ συγκεκριμένας ἀναθεωρήσεις ὡς ἄνω εἴρηται.

8.3. 'Αναγνωρίζεται ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου καὶ τοῦ 'Αναδόχου, ὅτι τὰ ἐν τινι 'Ετησίῳ Προγράμματι 'Εργασίας περιλαμβανόμενα τμήματα ἐνδέχεται νὰ ἀπαιτοῦν τροποποιήσεις τινὰς συνεπεῖς μεταβολῆς τῶν συνθηκῶν, ὁ δὲ 'Ανάδοχος δικαιούται, ὥπως προδίδῃ εἰς τοιαύτας τροποποιήσεις, ὑπὸ τὴν προϋπόθεσιν ὅτι αὗται δὲν μεταβάλλουν τὸν ἐν γένει ἀντικειμενικὸν σκοπὸν τοῦ 'Ετησίου Προγράμματος 'Εργασίας.

8.4. 'Αναγνωρίζεται περεταίρω, ὅτι ἐν περιπτώσει ἐπιγόντος περιστατικοῦ ἢ ἐξαιρετικῶν συνθηκῶν, ἀπαιτουσῶν ἄμεσον ἐνέργειαν, ὁ 'Ανάδοχος δύναται νὰ προβῇ εἰς οἰανδήποτε ἐνέργειαν κρίνει κατάλληλον ἢ σκόπιμον, πρὸς προστασίαν τῶν συμφερόντων τούτου καὶ τοῦ 'Ελληνικοῦ Δημοσίου, πᾶσα δὲ σχετικὴ δαπάνη συμπεριλαμβάνεται εἰς τὸ Κόστος Πετρελαίου.

8.5. Ρητῶς συνομολογεῖται ὅτι, ἐν ἣ περιπτώσει ὁ 'Ανάδοχος καὶ τὸ 'Ελληνικὸν Δημόσιον δὲν δύνανται νὰ συμφωνήσουν ἐπὶ τῶν προτεινομένων ἀναθεωρήσεων, ὁ 'Ανάδοχος δὲν ὑποχρεοῦται νὰ ἀναθεωρήσῃ τὸ 'Ετήσιον Πρόγραμμα 'Εργασίας καὶ τὸν Προϋπολογισμόν του, ἐφ' ὅσον οὗτοι εἶναι σύμφωνοι πρὸς τοὺς κανόνες τῆς καλῆς πρακτικῆς ἐν τῇ παραγωγῇ πετρελαίου, τὴν παροῦσαν Σύμβασιν καὶ τὰ διεθνῆ πρότυπα, ὁ δὲ 'Ανάδοχος, ἐπὶ τῇ αἰτήσει τοῦ 'Ελληνικοῦ Δημοσίου ὀφείλει νὰ παράσχῃ ἀποδείξεις τοῦ δεικναιολογημένου τῶν ἀπόψεων του, βεβαιουμένας παρ' ἀνεξαρτήτου Ὄργανισμοῦ ἀποδεκτοῦ παρὰ τοῦ 'Ελληνικοῦ Δημοσίου, ὡς φέρ' εἰπεῖν τὸ 'Αμερικανικὸν Ἰνστιτοῦτον Πετρελαίου (API), τὸ Γαλλικὸν Ἰνστιτοῦτον Πετρελαίου ἢ ἕτερα παρόμοια ἰδρύματα, δυνάμενα νὰ ἔχωσιν ὑπεύθυνον γνώμην ἐπὶ τοῦ θέματος.

"Αρθρον 9.

'Υποχρεώσεις τοῦ 'Αναδόχου δι' Ἐπενδύσεις 'Εκμεταλλεύσεως.

9.1. 'Εντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τῆς 'Ημερομηνίας 'Ενάρξεως ἰσχύος τῆς παρούσης, ὁ 'Ανάδοχος ὑποχρεοῦται ὥπως ὑποβάλλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον λεπτομερές Πρόγραμμα 'Εκμεταλλεύσεως καὶ Παραγωγῆς, καθορίζον διὰ τὴν Περιοχὴν 'Εκμεταλλεύσεως ΠΡΙΝΟΥ :

— 'Απαντα τὰ βασικά εἶδη τοῦ ἀναγκαίου ἐξοπλισμοῦ καὶ τῶν ἐργασιῶν διὰ τὴν παραγωγὴν, ὡς ὅλων ἐνδεικτικῶς, ἀριθμὸν φρεάτων ἀναπτύξεως, ἀριθμὸν ἐξεδρῶν, ἀγωγούς, σωληνώσεις καὶ χερσαίας ἐγκαταστάσεις,

— τὰς ἀντιστοίχους δαπάνας κατὰ προσέγγισιν,

— τὰ ἀντίστοιχα χρονοδιαγράμματα κατὰ προσέγγισιν,

— τὴν προβλεπομένην ἡμερομηνίαν ἐνάρξεως παραγωγῆς,

— τὰ προβλεπόμενα ἀπολήψιμα ἀποθέματα ὑδρογονανθράκων καὶ τὴν ἀναμενομένην ἀντίστοιχον ἐτησίαν παραγωγὴν.

9.2. 'Εντὸς ἐκατὸν εἴκοσι (120) ἡμερῶν ἀπὸ τῆς κτήσεως ἐκάστης 'Αδείας 'Εκμεταλλεύσεως ἐντὸς τῆς 'Ερευνητικῆς Περιοχῆς, ὁ 'Ανάδοχος ὑποχρεοῦται, ὥπως ὑποβάλλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον παρόμοιον πρὸς τὸ ἀνωτέρω πρόγραμμα ἐκμεταλλεύσεως καὶ παραγωγῆς διὰ τὴν περὶ ἧς πρόκειται Περιοχὴν 'Εκμεταλλεύσεως.

9.3. 'Εντὸς ἐνενήκοντα (90) ἡμερολογιακῶν ἡμερῶν ἀπὸ τῆς 'Ημερομηνίας 'Ενάρξεως ἰσχύος τῆς παρούσης Συμβάσεως, ὁ 'Ανάδοχος ὀφείλει νὰ ὑποβάλλῃ εἰς τὸ 'Ελληνικὸν Δημόσιον :

(α) Πρόγραμμα 'Επενδύσεως ἐμφαίνον τὸ προϋπολογιζόμενον συνολικὸν ποσὸν κεφαλαίων, κυμαινόμενον μετὰ 200.000.000 Δολλαρίων ΗΠΑ Διακοσίων Ἐκατομμυρίων (\$200.000.000) καὶ 250.000.000 Δολλαρίων ΗΠΑ Διακοσίων Πεντήκοντα Ἐκατομμυρίων (\$250.000.000), ἀπαιτούμενον διὰ τὴν ἐφαρμογὴν τοῦ ἐν τῷ ἀνωτέρῳ 'Αρθρῳ 9.1 ἀναφερομένου προγράμματος ἀναπτύξεως καὶ παραγωγῆς τῆς Περιοχῆς ΠΡΙΝΟΥ.

(β) 'Εγγράφον ἀποδείξειν, ἱκανοποιητικὴν διὰ τὸ 'Ελληνικὸν Δημόσιον κατὰ τὴν περὶ τούτου μόνην κρίσιν τῆς Τραπεζῆς 'Ελλάδος, ἀποκαλυπτένης ἐφεξῆς ὡς (Οἰκονομικαὶ Διαβεβαιώσεις), ἀποδεικνύουσας ὅτι, ὁ 'Ανάδοχος ἐξησφάλισε τὸ ἐν τῇ ἀνωτέρῳ παραγράφῳ (α) συνολικὸν ποσὸν πρὸς κάλυψιν τοῦ συνόλου τῆς χρηματοδοτήσεως διὰ τὴν ἐφαρμογὴν τοῦ προγράμματος ἀναπτύξεως καὶ παραγωγῆς τῆς Περιοχῆς 'Εκμεταλλεύσεως ΠΡΙΝΟΥ.

Αἱ Οἰκονομικαὶ Διαβεβαιώσεις θὰ εἶναι ὑπὸ μορφήν ἐπιστολῆς ἢ ἐπιστολῶν ἀπευθυνομένων εἰς τὸ 'Ελληνικὸν Δημόσιον, παρὰ μίαν ἢ περισσοτέρων διεθνῶς ἀνεγνωρισμένων Τραπεζῶν ἢ καὶ Πιστωτικῶν, χρηματοδοτικῶν ἢ Ασφαλιστικῶν Ὄργανισμῶν ἢ καὶ παρὰ μίαν ἢ περισσοτέρων ἐτέρων πηγῶν, ἀποδεκτῶν ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου, ἐξ ὧν (ἐπιστολῶν) θὰ προκύπτῃ ὅτι αὗται ἀνέλαβον τὴν ὑποχρέωσιν νὰ παράσχουν, ἐν ὅλῳ ἢ ἐν μέρει, τὰ ἀναγκαῖα κεφάλαια πρὸς κάλυψιν τοῦ συνόλου τοῦ ποσοῦ τοῦ ἀναφερομένου ὑπὸ στοιχείον (α) ἀνωτέρω, διὰ τὴν ἐφαρμογὴν ὅλοκληρου τοῦ προγράμματος ἀναπτύξεως καὶ παραγωγῆς τῆς Περιοχῆς 'Εκμεταλλεύσεως ΠΡΙΝΟΥ. Οἰκοθεν νοεῖται ὅτι οἰαδήποτε ἢ πλείονες τῶν ἀνωτέρω ἐπιστολῶν δεόν νὰ καλύπτουν ὁλόκληρον τὸ προλεχθὲν συνολικὸν ποσὸν τῆς χρηματοδοτήσεως.

Διευκρινίζεται ότι αί έταιρείαι αίτινες αποτελούν τον 'Ανάδοχον δικαιούνται να υποβάλλουν εις τὸ 'Ελληνικὸν Δημόσιον χωριστάς, ἐπιστολὴν ἢ ἐπιστολάς, καλυπτούσας τὸ ἀντιστοιχοῦν εις ἐκάστην ἐξ αὐτῶν μερίδιον τῶν Οἰκονομικῶν Διαβεβαιώσεων, βάσει τοῦ ἀναλογοῦντος εις ἐκάστην ἐξ αὐτῶν ἑκατοστιαίου ποσοστοῦ συμμετοχῆς των εις τὴν παροῦσαν Σύμβασιν, ὡς τοῦτο μνημονεύεται ἐν τῷ Προοιμίῳ ταύτης.

Ἄρθρον 10.

Ὑποχρεώσεις Ἐρεῦνης καὶ Ἐκμεταλλεύσεως τοῦ Ἀναδόχου.

10.1. Πρὸς τὸν σκοπὸν ἐκτελέσεως τῶν Ἑργασιῶν Πετρελαίου τόσον κατὰ τὴν διάρκειαν τῆς ἐρευνητικῆς περιόδου ὅσον καὶ κατὰ τὴν διάρκειαν τῆς περιόδου ἐκμεταλλεύσεως, συμφώνως πρὸς τὸ ἐν τῷ ἀνωτέρῳ Ἄρθρῳ 8 τῆς παρούσης ἀναφερόμενον Πρόγραμμα Ἑργασίας, ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως :

(α) Παρέχῃ ἅπαντα τὰ ἀναγκαζοῦντα κεφάλαια καὶ ἀγοράζῃ ἢ μισθοῖ ἅπαντα τὰ ὑλικά, ἐξοπλισμὸν καὶ ἐφόδια τῶν ὁποίων ἢ ἀγορὰ ἢ μίσθωσις ἀπαιτεῖται συμφώνως πρὸς τὸ Ἑτήσιον Πρόγραμμα Ἑργασίας.

(β) Παρέχῃ πᾶσαν τεχνικὴν βοήθειαν, περιλαμβανομένου τοῦ διὰ τὴν ἐκτέλεσιν τοῦ Ἑτήσιου Προγράμματος Ἑργασίας ἀπαιτούμενου ἁλλοδαποῦ ἢ ἡμεδαποῦ προσωπικοῦ.

(γ) Παρέχῃ ἅπαντα τὰ διὰ τὴν ἐκτέλεσιν τοῦ Ἑτήσιου Προγράμματος Ἑργασίας ἀπαιτούμενα λοιπὰ κεφάλαια συμπεριλαμβανομένης καὶ πάσης πληρωμῆς πρὸς τρίτους διὰ τὴν παρ' αὐτῶν προμήθειαν ἐξοπλισμοῦ καὶ ὑλικῶν ὡς προμηθευτῶν ἢ παροχὴν ὑπηρεσιῶν ὡς ἐργολάβων ἢ ὑπεργολάβων.

(δ) Ἐνεργῇ πᾶσαν ἐργασίαν ἀναγκαίαν διὰ τὴν ἐκτέλεσιν τοῦ Ἑτήσιου Προγράμματος Ἑργασίας, περιλαμβανομένων ἐνδεικτικῶς τῶν ἀπαραιτήτων πειραμάτων πρὸς καθορισμὸν τῆς ἀξίας τῶν ἀνευρεθεῖσιν ἐνδείξεων.

(ε) Ἀνεγείρῃ, κατασκευάζῃ, ἐγκαθιστᾷ καὶ συντηρῇ πάσας τὰς χερσαίας καὶ θαλασσίας κατασκευάς, κτίσματα, ἐργοστάσια καὶ ἐγκαταστάσεις, τὰς ὁποίας ὁ Ἀνάδοχος κρίνει ἀναγκαίας διὰ τὴν ἐφαρμογὴν τοῦ Ἑτήσιου Προγράμματος Ἑργασίας, περιλαμβανομένων τῶν ἀναγκαζομένων διὰ τὴν ἐκμετάλλευσιν, παραγωγὴν, μεταφορὰν καὶ ἀποθήκευσιν τῶν Ὑδρογονανθράκων, ὡς καὶ διὰ τὴν Προκαταρκτικὴν καὶ τὴν τελικὴν αὐτῶν ἐπεξεργασίαν, (ἐξαίρεσει τῆς κατασκευῆς Διυλιστηρίου) ἀναφερομένων, ἐνδεικτικῶς, ἀποχωρισμοῦ ἀερίων, ὕδατος καὶ ἰζημάτων πυθμένος, ἀποθιώσεως, ἀποχωρισμοῦ φυσικῆς βενζίνης ἐκ φυσικῶν ἀερίων, παραγωγῆς πλήρους ἐπεξεργασμένου ἐμπορευσίμου θείου, παραγωγῶν θείου καὶ λοιπὰ.

(στ) Ἐκτελῇ πᾶσαν ἐτέραν Ἑργασίαν Πετρελαίου, τὴν ὁποίαν ὁ Ἀνάδοχος ἤθελε κρίνει ἀναγκαίαν διὰ τὴν ἐφαρμογὴν τοῦ Ἑτήσιου Προγράμματος Ἑργασίας.

10.2. Ἄπαντα τὰ ἀνωτέρω ἔργα, κατασκευαί, ἐργοστάσια καὶ ἐγκαταστάσεις, δέον νὰ ἐκτελεσθῶν, κατασκευασθῶν, ἀνεγερθῶν, θεθῶν εἰς λειτουργίαν καὶ συντηρῶνται, συμφώνως πρὸς τοὺς κανόνας τῆς τέχνης, τὰς γενικὰς ἀποδεκτάς μεθόδους καὶ πρότυπα τῆς βιομηχανίας πετρελαίου καὶ μετὰ τῆς δεούσης προσοχῆς, διὰ νὰ ἐξασφαλισθῇ ἡ ἀποφυγὴ ἀτυχημάτων καὶ ὑλικῶν ζημιῶν, ἢ ἀνὰ πᾶσαν στιγμὴν ἐλαιοθεροπλοῖα (διὰ τῆς ἐγκαταστάσεως, μετὰ τῶν ἄλλων, τυχόν ἀπαιτηθησόμενων ὑπὸ τῶν ἀρμοδίων ἀρχῶν, καταλλήλων ἀκουστικῶν καὶ ὀπτικῶν μηχανημάτων) καὶ ἡ προστασία ὁδῶν καὶ δημοσίας χρήσεως ἐγκαταστάσεων ἐν γένει, νεκροταφείων καὶ ἀρχαιολογικῶν χώρων καὶ τῆς ἀλιείας, ὡς καὶ ἡ πρόληψις ρυπάνσεως τῆς θαλάσσης καὶ τοῦ περιβάλλοντος καὶ ἡ προστασία αὐτῶν.

Ἐν σχέσει πρὸς τὴν πρόληψιν ρυπάνσεως καὶ τὴν προστασίαν τοῦ περιβάλλοντος, ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως συμμορφοῦται αὐστηρῶς πρὸς τὰς διατάξεις τῆς ἐκάστοτε ἰσχυούσης Ἑλληνικῆς Νομοθεσίας, περιλαμβανομένων ἐνδεικτικῶς τῶν δυνάμει τοῦ Νομοθετικοῦ Διατάγματος 4529 τῆς 25ης Ἰουλίου 1966 κυρωθεῖσιν Διεθνῶν Συμβάσεων τοῦ Λονδίνου τῆς 12ης Μαΐου 1954 καὶ 13ης Ἀπριλίου 1962, «περὶ προλήψεως τῆς ρυπάνσεως τῆς θαλάσσης διὰ πετρελαίου».

10.3. Ὁ Ἀνάδοχος ὑποχρεοῦται, ἐν τῷ μέτρῳ τοῦ δυνατοῦ, ὅπως ἀναθέτῃ τὰς μεγάλας συμβάσεις προμηθείας, κατασκευῆς, κλπ., κατόπιν μειοδοτικῶν διαγωνισμῶν διεξαχθησομένων μετὰ τῶν περιορισμένου ἀριθμοῦ ὑποψηφίων ἡμεδαπῶν ἢ καὶ ἁλλοδαπῶν, ἀναλόγως τῆς περιπτώσεως, ἐπιλεγόμενων ὑπ' αὐτοῦ. Οἱ Ἕλληνες ὑποψήφιοι θὰ προτιμῶνται ἐπὶ ἴσοις συναγωνιστικοῖς ὅροις. Οὐχ' ἤττον ἢ ἀνάθεσις οἰασθήποτε συμβάσεως προμηθείας ἢ καὶ κατασκευῆς ἢ ἐτέρας τοιαύτης θὰ γίνηται ἐπὶ τῇ βάσει δικαίων καὶ εὐλόγων τιμῶν, ἀνταποκρινομένων πρὸς τὰς τρεχούσας ἀγοραίας τοιαύτας διὰ τὸν ἐκάστοτε τύπον τῆς συγκεκριμένης συμβάσεως, τοὺς ὅρους χρηματοδότησεως καὶ τὰς προθεσμίας παραδόσεως.

Ἀντίγραφα ἁπασῶν τῶν συμβάσεων μετὰ τῶν Ἀναδόχου, προμηθευτῶν, ὑπεργολάβων καὶ τρίτων ἐν γένει, θὰ υποβάλλωνται εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ δυνατόν ταχύτερον, ἀπὸ τῆς υπογραφῆς των, χωρὶς νὰ ἀπαιτῆται νὰ μεταφράζωνται εἰς τὴν Ἑλληνικὴν.

10.4. Ὁ Ἀνάδοχος ὑποχρεοῦται ἅμα τῇ ἀποκτήσει Ἀδειάς Ἐκμεταλλεύσεως ὅπως προβῇ μετὰ τῆς δεούσης ἐπιμελείας, εἰς τὰς ἐργασίας ἀναπτύξεως τῆς γενομένης ἀνακαλύψεως, αἵτινες δέον νὰ ἀρχίσουν ἐντὸς ἐξ (6) μηνῶν τὸ βραδύτερον, ἀπὸ τῆς υποβολῆς τοῦ ἐν Ἀρθρῳ 9.1 καὶ 9.2 ἀνωτέρω προβλεπομένου προγράμματος ἀναπτύξεως καὶ παραγωγῆς. Κατὰ τὴν ἀνόρουζιν τῶν φρεάτων ἀναπτύξεως ἢ καὶ περιχαράξεως (delineation), ὁ Ἀνάδοχος ὑποχρεοῦται νὰ τηρῇ τὰς μετὰ τῶν αὐτῶν ἀποστάσεις, αἵτινες κατὰ τὴν γνώμην του ὡς καὶ βάσει τῶν διεθνῶν τεχνικῶν προτύπων προσφέρονται καλύτερον διὰ τὴν ἐξασφάλισιν τῆς μεγίστης δυνατῆς τελικῆς ἀποδόσεως.

10.5. Ὁ Ἀνάδοχος ὑποχρεοῦται, ὑπὸ τὴν ἐπιφύλαξιν τῶν διατάξεων τοῦ Ἀρθροῦ 10.6 τῆς παρούσης, νὰ διεξάγῃ συσχεῖς ἐργασίας παραγωγῆς, συμφώνως πρὸς τοὺς κανόνας τῆς τέχνης καὶ τοὺς διεθνῶς ἀνεγνωρισμένους τοιοῦτους τῆς καλῆς πρακτικῆς ἐν τῇ παραγωγῇ πετρελαίου, πρὸς τὸν σκοπὸν πάντοτε τῆς ἐξασφαλίσεως τῆς μεγίστης οἰκονομικῆς ἀποδόσεως.

10.6. Ἐν οὐδεμιᾷ ὅμως περιπτώσει θὰ ὑποχρεοῦται ὁ Ἀνάδοχος ὅπως παράγῃ Ὑδρογονανθράκας εἰς ρυθμὸν, ὁ ὁποῖος, συμφώνως πρὸς τὴν διεθνή πρακτικὴν παραγωγῆς πετρελαίου :

- (α) τεχνικῶς ἀντενδείκνυται,
- (β) εἶναι ἐπιβλαβὴς διὰ τὴν ἐπίτευξιν τῆς μεγίστης οἰκονομικῆς ἀποδόσεως ἢ
- (γ) εἶναι ἀντιοικονομικός, ἥτοι δὲν ἐξασφαλίζει κανονικὸν καὶ εὐλογικὸν βαθμὸν ἀποδόσεως.

Ἄρθρον 11.

Δικαιώματα τοῦ Ἀναδόχου δι' Ἐρεῦνας καὶ Ἐκμετάλλευσιν.

11.1. Ὁ Ἀνάδοχος κέκτηται τὸ δικαίωμα καὶ ἐξουσίαν ὅπως ἐκτελῇ τὰς Ἑργασίας Πετρελαίου εἰς τὴν Συμβατικὴν Περιοχὴν, ἐν αἷς περιλαμβάνονται, ἀλλ' οὐχὶ περιοριστικῶς, αἱ κάτωθι :

(α) Πλήρης καὶ ἀποκλειστικὴ εὐθύνη, διεύθυνσις καὶ ἔλεγχος ἁπασῶν τῶν Ἑργασιῶν Πετρελαίου.

(β) Ἐξουσιοδότησις ἀσκήσεως ἀπάντων τῶν ἐκ τῆς παρούσης Συμβάσεως χορηγουμένων δικαιωμάτων καὶ ἐξουσιῶν (ἐκτὸς ἐὰν ἄλλως προκύπτῃ ἐκ τοῦ κειμένου ταύτης) μέσῳ ἐκπροσώπου αὐτοῦ καὶ ἀνεξαρτήτων ἐργολάβων καὶ, ἀντιστοίχως, καταβολῆς ἀπασῶν τῶν ἀμοιβῶν, δαπανῶν καὶ ἐπιβαρύνσεων αὐτῶν εἰς τὸν τόπον καὶ τὸ νόμισμα τῆς ἐπιλογῆς τοῦ Ἀναδόχου.

11.2. Ὁ Ἀνάδοχος δικαιούται ὅπως, δι' ἀπαλλοτριώσεως ἢ δι' ἀπ' εὐθείας συμβάσεως ἀποκτᾷ ἢ μισθώσῃ ἀκίνητα, κινητὰ πράγματα καὶ ἐμπράγματα δικαιώματα ἐπὶ ἀκινήτων πρὸς τὸν σκοπὸν ὅπως προβαίη εἰς γεωτρήσεις, ἀνεγείρῃ, κατασκευάζῃ, χρησιμοποίῃ καὶ λειτουργῇ ἐργοστάσια, θαλασσίας ἢ ἐπιγείους ἐγκαταστάσεις, ἀποθηκευτικούς χώρους, ἐργοστάσια παραγωγῆς καὶ πρώτης ἐπεξεργασίας ὕδρογονανθράκων, ἐργοστάσια θείου, ἐγκαταστάσεις φορτοεκφορτώσεως, τηλεφωνικὰς καὶ τηλεγραφικὰς

κάς γραμμές, έγκαταστάσεις άσυρμάτου, έργοστάσια παραγωγής ηλεκτρικού ρεύματος, γραμμές ύψηλής τάσεως, άγωγούς πάσης φύσεως, έξέδρας, λιμενικάς έγκαταστάσεις και έν γένει πάσης φύσεως κυρίας και βοηθητικάς έγκαταστάσεις και έργα ή εργασίας αί όποίαι, κατά την γνώμη του 'Αναδόχου άπαιτούνται ή ένδείκνυνται διά τας 'Εργασίας Πετρελαίου ή έν σχέσει προς αυτές. Τοιαύται έγκαταστάσεις έπιτρέπεται νά κατασκευασθούν παρά του 'Αναδόχου μόνον έφ' όσον αί ήδη ύπάρχουσai και άνήκουσαι είς τό 'Ελληνικόν Δημόσιον δέν είναι πρόσφοροι ή έπαρκείς, κατά την κρίσιν του 'Αναδόχου. 'Η τοποθεσία και κατασκευή άπασών τών ως άνω έγκαταστάσεων θά είναι τής έκλογής του 'Αναδόχου, τηρουμένων όμως τών ισχυόντων έκάστοτε έν 'Ελλάδι νόμων και κανονισμών.

11.3. 'Ο 'Ανάδοχος, τό προσωπικόν του, οι ύπ' αυτού προστηθέντες ως και οι εργολάβοι του δικαιούνται άπεριορίστως νά εισέρχονται είς την Συμβατικήν Περιοχήν και νά έξέρχονται έξ αυτής, δυνάμενοι όποτεδήποτε νά εισέρχονται έλευθέτως είς πάσας τας ύπό του 'Αναδόχου άνεγειρομένας έγκαταστάσεις και δικαιούμενοι ώσαύτως έλευθέτως νά εισάγουν είς αυτές και έξάγουν έξ αυτών τόν παντός είδους έξοπλισμόν.

Άρθρον 12.

Στοιχεία και Έκθέσεις Δραστηριότητας.

12.1. 'Ο 'Ανάδοχος ύποχρεούται, όπως τηρή άκριβή στοιχεία άπασών τών εργασιών αυτού έρεύνης, γεωτρήσεων, παραγωγής, μεταφοράς και πωλήσεων.

12.2. 'Ο 'Ανάδοχος ύποχρεούται όπως υποβάλλη είς διπλούν είς τό 'Ελληνικόν Δημόσιον έπαρκώς λεπτομερείς τριμηνιαίας και έτήσιας έκθέσεις τών 'Εργασιών Πετρελαίου. Αί τριμηνιαίαι έκθέσεις δέον όπως υποβάλλωνται έντός ενός (1) μηνός από του τέλους έκάστου τριμήνου, αί δέ έτήσιαι έκθέσεις έντός τριών (3) μηνών από του τέλους έκάστου 'Ημερολογιακού Έτους.

'Επεξηγηματικόν ύλικόν (supporting material) συλλεγόμενον εκ φρεάτων ως φερ' είπείν πυρήνες γεωτρήσεων, δείγματα πετρωμάτων, δείγματα άργου πετρελαίου και ύδατος, κλ.π. δέον νά τηρούνται ύπό του 'Αναδόχου, έντός τών έγκαταστάσεών του, επί έν (1) τουλάχιστον έτος, έξουσιοδοτημένοι δέ εκπρόσωποι του 'Ελληνικού Δημοσίου δικαιούνται νά έπιθεωρούν τό έπεξηγηματικόν τουτο ύλικόν. 'Ο 'Ανάδοχος ύποχρεούται, επί τή αίτήσει του 'Ελληνικού Δημοσίου, νά χορηγή είς τουτο τοιοϋτον έπεξηγηματικόν ύλικόν προς ίδίαν αυτού χρήσιν, ή δέ παράδοσις του έν λόγω ύλικού, έν ταίς περιπτώσεσι τούταις θά γίνεται είς τούς άποθηκευτικούς χώρους του 'Αναδόχου.

12.3. 'Ο 'Ανάδοχος ύποχρεούται όπως υποβάλλη είς τό 'Ελληνικόν Δημόσιον είς διπλούν, πάντα τά κατά την διάρκεια τών εργασιών του, συλλεγέντα έπιστημονικά στοιχεία (scientific data), περιλαμβανομένων άπάντων τών είς την κατοχήν του εύρισκομένων στοιχείων και έρμηνευτικών έκθέσεων, ύποβληθεισών ύπό του 'Εντολοδόχου (Operator) είς τά νομικά πρόσωπα (εταιρείας) τά άπαρτίζοντα τά εκ Δευτέρου Συμβαλλόμενα Μέρη. Διά τών λέξεων «άπαντα τά έπιστημονικά στοιχεία» νοούνται τά κάτωθι :

Α. Διά την Σεισμικήν Έρευναν :

1) Πλήρης σειρά σεισμικών τομών χρόνου (seismic record section displays) δι' όλας τας μετρηθείσας σεισμικάς τομάς (seismic profiles), περιλαμβανομένων αντιγράφων τών πρωτοτύπων μαγνητοταινιών ως αυτές κατεγράφησαν.

2) Πλήρη άποτελέσματα τών μετρήσεων προσδιορισμού ταχυτήτων διά τής μεθόδου διαθλάσεως (velocity determination by refraction method).

3) Πλήρης σειρά όλων τών συνταχθέντων, ιδιαιτέρως δι' έκαστον συνεχή όρίζοντα, χαρτών ίσοχρόνων και ίσοβάθων καμπυλών (maps of iso-chrones and iso-depths for each continuous or phantom horizon).

4) Τελικά έκθέσεις περί τών επί τόπου τών έργων χρησιμοποιηθεισών μεθόδων.

Β. Διά την γεωτρητικήν Έρευναν :

1) 'Εβδομαδιαίον δελτίον προόδου γεωτρητικών έργασιών.

2) Στρωματογραφικαί και λιθολογικαί τομαί τών γεωτρήσεων (stratigraphical and lithological log of the drill-holes).

3) Συνεχής σειρά δειγμάτων τών γεωτρήσεων.

Γ. Διά τας έντός τών γεωτρήσεων μετρήσεις :

1) Έγγραφή είδικής ηλεκτρικής αντίστάσεως.

2) Έγγραφή ηλεκτρικού φυσικού δυναμικού.

3) Έγγραφή ακτίνων Γ και νετρονίων.

4) Έγγραφή ταχύτητος σεισμικών δονήσεων.

5) Έγγραφή laterolog - microlaterolog.

6) Έγγραφή κλίσεως και παρατάξεως στρωμάτων.

12.4. 'Ο 'Ανάδοχος ύποχρεούται, όπως γνωστοποιή είς τό 'Ελληνικόν Δημόσιον πάσαν τοποθεσίαν, έπιλεγομένην ύπ' αυτού διά την άνόρυξιν οίουδήποτε φρέατος. Προσέτι ό 'Ανάδοχος ύποχρεούται όπως γνωστοποιή άμέσως είς τό 'Ελληνικόν Δημόσιον την έναρξιν, άποπεράτωσιν και διακοπήν οίασδήποτε εργασίας γεωτρήσεως ως και την ανάκαλυσιν οίανδήποτε 'Υδρογονανθράκων. 'Η ύποχρέωσις αύτη ύφίσταται έπιπροσθέτως τής ως άνω έν Άρθρω 12.2. άναφερομένης ύποχρέσεως προς ύποβολήν τριμηνιαίων και έτήσιων έκθέσεων.

12.5. 'Ο 'Ανάδοχος ύποχρεούται, όπως, έντός τριών (3) μηνών από του τέλους έκάστου 'Ημερολογιακού Έτους, υποβάλλη είς τό 'Ελληνικόν Δημόσιον οικονομικάς έκθέσεις περί τών 'Εργασιών Πετρελαίου. Τό 'Ελληνικόν Δημόσιον δικαιούται όπως έλέγχη τά έπίσημα στοιχεία και βιβλία του 'Αναδόχου, προς τόν σκοπόν διαπιστώσεως τής άκριβείας τών είς αυτά έγγραφών.

12.6. Έξουσιοδοτημένοι εκπρόσωποι του 'Ελληνικού Δημοσίου και είδικότερον τών έπιστημονικών και τεχνικών 'Υπηρεσιών αυτού, δικαιούνται νά παρακολουθούν τας έπιστημονικάς δραστηριότητας και τεχνικάς εργασίας του 'Αναδόχου, προς τόν σκοπόν όπως λαμβάνουν γνώσιν τών λεπτομερειών τής προόδου τούτων. 'Η παρακολούθησις αύτη θά πραγματοποιήται κατά τρόπον μη παρακωλύοντα τας εργασίας του 'Αναδόχου.

12.7. 'Επιπροσθέτως προς τά άνωτέρω, ό 'Ανάδοχος όφείλει επί τή αίτήσει του 'Ελληνικού Δημοσίου νά υποβάλλη είς αυτό άπάσας τας έκθέσεις, μελέτας, άποτελέσματα μετρήσεων και δοκιμών και τά έγγραφα, διά τών όποιων καθίσταται δυνατή ή έπιβεβαίωσις τής καταλλήλου έκμεταλλεύσεως τών κοιτασμάτων.

12.8. 'Εξαιρέσει γενικών αριθμών, άναφερομένων είς τό συνολικόν είς μέτρα βάθος τών γεωτρήσεων, τόν αριθμόν τών φρεάτων και την συνολικήν κατά πεδίων παραγωγήν 'Υδρογονανθράκων, τό 'Ελληνικόν Δημόσιον ύποχρεούται όπως τηρή έμπιστευτικάς τας ύποβαλλόμενας αύτῳ ύπό του 'Αναδόχου πληροφορίες, έκθέσεις, στοιχεία και ύλικόν, έκτός εάν ό 'Ανάδοχος γνωστοποιή έγγραφως προς τό 'Ελληνικόν Δημόσιον, έν σχέσει προς ώρισμένην πληροφορίαν, ότι άπαλλάσσει τουτο τής ύποχρεώσεώς του ταύτης. 'Η αύτη ύποχρέωσις ύφίσταται και δι' άπάσας τας πληροφορίες και στοιχεία, άτινα ύπεβλήθησαν ύπό του 'Αναδόχου βάσει τής διά του Ν.Δ. 462/1970 κυρωθείσης Συμβάσεως Παραχωρήσεως.

12.9. Κατ' εξαίρεσιν του άνωτέρω κανόνος, τό 'Ελληνικόν Δημόσιον δικαιούται όπως γνωστοποιή είς τρίτους τας είς αυτό ύπό του 'Αναδόχου διαβιβασθείσας έπιστημονικάς ή τεχνικάς πληροφορίας και στοιχεία, διά σκοπούς έπιστημονικών δημοσιεύσεων ή δι' έτέρους τοιούτους, μετά πάροδον μόν ενός (1) έτους από τής έπιστροφής οίασδήποτε περιοχής βάσει τής ως άνω Συμβάσεως Παραχωρήσεως ή βάσει τής παρούσης Συμβάσεως, διά πληροφορίας και στοιχεία άναφορικάς προς έκάστην κατ' ίδίαν έπιστρεφομένην Έρευντικήν Περιοχήν ή Περιοχήν Έκμεταλλεύσεως, άμέσως δέ άμα τή λύσει τής Παρούσης Συμβάσεως.

‘Ο ‘Ανάδοχος δὲν θὰ ἀρνήται ἀδικαιολογήτως τὴν συναίνεσιν τοῦ εἰς αἰτήσεις τοῦ ‘Ελληνικοῦ Δημοσίου ὅπως ἐῖδικά τμήματα τῶν παρ’ αὐτὸν δοθεισῶν πληροφοριῶν δημοσιευθῶν ἢ γνωστοποιηθῶν εἰς τρίτους πρὸς δημοσίευσιν ἢ δι’ ἄλλον σκοπὸν καὶ ἐνωρίτερον ἔτι τῶν ἐν τῷ προηγουμένῳ ἐδαφίῳ συνομολογηθέντων χρόνων, ἐάν, κατὰ τὴν κρίσιν τοῦ ‘Αναδόχου, τοῦτο δύναται νὰ πραγματοποιηθῇ ἄνευ οἰασδῆποτε ζημίας τῶν συμφερόντων του.

“Αρθρον 13.

Υποχρεώσεις τοῦ ‘Ελληνικοῦ Δημοσίου—Κτῆσις ‘Εδαφῶν ὑπὸ ‘Αναδόχου καὶ Δικαιώματα Ἰδιοκτησίας.

13.1. Τὸ ‘Ελληνικὸν Δημόσιον ἐγγυᾶται, ὅτι οὐδὲν νόμιμον δικαίωμα ἢ ἀξιώσεις οἰουδῆποτε τρίτου νομικοῦ ἢ φυσικοῦ προσώπου ὑφίσταται, σχέσιν ἔχον πρὸς τὴν ἔρευναν καὶ ἐκμετάλλευσιν Ὑδρογονανθράκων εἰς τὴν Συμβατικὴν Περιοχὴν. Ἐν ἡ περιπτώσει ὑφίστανται ἢ ἤθελον τυχὸν ἐγερθῇ τοιαῦτα δικαιώματα ἢ ἀξιώσεις τὸ ‘Ελληνικὸν Δημόσιον ὑποχρεοῦται, ὅπως προστατεύσῃ ἅπαντα τὰ ἐκ τῆς παρούσης ἀπορρέοντα δικαιώματα καὶ συμφέροντα τοῦ ‘Αναδόχου, ὡς καὶ τὴν ὁμαλήν καὶ ἀνεμπόδιστον ἄσκησιν τῶν.

13.2. Τὸ ‘Ελληνικὸν Δημόσιον ἀναλαμβάνει ὅπως θέσῃ εἰς τὴν διάθεσιν τοῦ ‘Αναδόχου, ἄνευ οἰασδῆποτε οἰκονομικῆς δι’ αὐτὸν (τὸν ‘Ανάδοχον) ἐπιβαρύνσεως, δαπάνης ἢ ἀνταλλάγματος, πάντα τὰ εἰς τὸ ‘Ελληνικὸν Δημόσιον ἀνήκοντα ἐδάφη, ὑπόγεια καὶ ἐπιφανειακά ὕδατα, λατομεῖα, ἐμπράγματα δικαιώματα ἐπὶ ἀκινήτων ὡς καὶ ἐμπραγμάτων δουλείας, ὑπὸ τὸν ὅρον ὅτι τὰ ἐδάφη ταῦτα, τὰ ὕδατα τὰ λατομεῖα καὶ τὰ δικαιώματα ταῦτα εἶναι, κατὰ τὴν δεδικοιολογημένην τοῦ ‘Αναδόχου γνώμην, ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ἔργων τοῦ Πετρελαίου, ὅτι θέλουν χρησιμοποιηθῇ ἀποκλειστικῶς διὰ τὰς ἐργασίας ταύτας καὶ ὅτι τυγχάνουν ἐλεύθερα μισθώσεως ἢ ἄλλης νομικῆς δεσμεύσεως ὑπὲρ τρίτων.

Οἰκοθεν νοεῖται, ὅτι τὸ ‘Ελληνικὸν Δημόσιον, θέτον εἰς τὴν διάθεσιν τοῦ ‘Αναδόχου τὰς ὡς ἄνω ἰδιοκτησίας καὶ τὰ ἐπ’ αὐτῶν ὡς ἄνω δικαιώματα, διατηρεῖ ἂνὰ πάντα χρόνον τὴν ἐπ’ αὐτῶν κυριότητα.

13.3. Ἡ κτῆσις ἀκινήτων, ἐμπραγμάτων δικαιωμάτων ἐπὶ ἀκινήτων, ὑπογείων καὶ ἐπιφανειακῶν ὑδάτων ὡς καὶ ἐμπραγμάτων δουλειῶν, ἀνηκόντων εἰς τρίτους, φυσικὰ ἢ νομικὰ πρόσωπα, ἀναγκαιοῦντων δέ, κατὰ τὴν κρίσιν τοῦ ‘Αναδόχου, διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν Πετρελαίου, θὰ πραγματοποιηθῇ δι’ ἀπ’ εὐθείας συμβάσεως μεταξὺ τοῦ ‘Αναδόχου καὶ τοῦ ἰδιοκτῆτου ἢ τῶν ἰδιοκτητῶν αὐτῶν. Ἐν μὴ ἐπιτεύξει τοιαύτης συμβάσεως, ἅπαντα τὰ ἐν λόγῳ ἀκίνητα, ἐμπράγματα δικαιώματα ἐπὶ ἀκινήτων, ὑπόγεια ἢ ἐπιφανειακά ὕδατα καὶ δουλείαι, θὰ ὑπόκεινται εἰς ἀναγκαστικὴν ἀπαλλοτριώσιν, λόγῳ δημοσίας ὠφελείας, ἐξαιρέσει τῶν περιπτώσεων καθ’ ἃς εἰδικαὶ διατάξεις τῆς κειμένης ‘Ελληνικῆς Νομοθεσίας δὲν ἐπετρέπουσαν τὰς ἀπαλλοτριώσεις ταύτας. Ἡ κτῆσις ἀπασῶν τῶν ὡς ἄνω ἰδιοκτησιῶν καὶ τῶν ἐπ’ αὐτῶν δικαιωμάτων εἴτε δι’ ἀπ’ εὐθείας συμβάσεως εἴτε δι’ ἀπαλλοτριώσεως, θὰ συντελῇται ἐπ’ ὀνόματι μὲν καὶ ὑπὲρ τοῦ ‘Ελληνικοῦ Δημοσίου εἰς βάρος δὲ τοῦ Κόστους Πετρελαίου.

13.4. Αἱ διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος Ν.Δ. 210/1973), αἱ ἀναφερόμεναι εἰς τὴν προσωρινὴν κατάληψιν καὶ τὰς ἀπαλλοτριώσεις διὰ τὰς ἀνάγκας ἐκμεταλλεύσεως μεταλλείων, ἐφαρμόζονται κατ’ ἀναλογίαν ἐπὶ τῶν εἰς τὸ προηγουμένον “Αρθρον 13.3. ἀναφερομένων ἀπαλλοτριώσεων, ἐφ’ ὅσον δὲν ἀντίκεινται εἰς τὰς διατάξεις τῆς παρούσης Συμβάσεως.

13.5. Τὸ ‘Ελληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες ὡς καὶ οἱ κύριοι ἢ κάτοχοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων ὡς καὶ οἱ κάτοχοι ἀδειῶν ἔρευνας καὶ ἡ ἐκμεταλλεύσεως, ὑποχρεοῦνται, ἂν ὅσον οὐδεμίαν προσγίγνεται εἰς αὐτοὺς ἐντεῦθεν ζημία, νὰ παραχωροῦν δικαίωμα διελεύσεως ὑπογείων σωληνώσεων πρὸς μεταφορὰν Ὑδρογονανθράκων ἢ ἐνθα ἡ ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἢ σκόπιμη, διὰ τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν ἐν λόγῳ σωληνώ-

σεων. Περαιτέρω, οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται. πᾶσαν ἐν γένει ἀναγκαίαν ἐργασίαν διὰ τὴν κατασκευὴν, χρῆσιν, συντήρησιν ἢ ἐπισκευὴν τῶν σωληνώσεων τούτων. Καθ’ ἣν ἔκτασιν, ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων παρὰ τοῦ ‘Αναδόχου βλάπτεται ἡ ζημιούται ἡ ἰδιοκτησία ἢ τὰ ἐπ’ αὐτῆς δικαιώματα Δήμων, Κοινοτήτων καὶ οἰωνδήποτε τρίτων, φυσικῶν ἢ νομικῶν προσώπων, καταβάλλεται εἰς αὐτοὺς ὑπὸ τοῦ ‘Αναδόχου ἀποζημιώσεις, καθοριζομένη κατὰ τὰς ἰσχυρούσας ἐκάστοτε διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων ‘Ο ‘Ανάδοχος δικαιούται, ὡσαύτως, ὅπως ἄνευ οἰασδῆποτε δι’ αὐτὸν ἐπιβαρύνσεως, δαπάνης ἢ οἰκονομικῆς ἀνταλλάγματος, ποιῇται χρῆσιν, τηρῶν τὰς οἰκείας διατάξεις τοῦ “Αρθρου 12 τοῦ Α.Ν. 1540/1938 καὶ τοῦ Α.Ν. 2344/1940 περὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἐτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς νόμου, χώρων ἐντὸς ζωνῶν λιμένων, προκυμαιῶν καὶ ὁρμῶν, ἀναγκαιοῦντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ Ὑδρογονανθράκων καὶ διὰ τὴν ἀποθήκευσιν τούτων ὡς ἐπίσης καὶ διὰ τὴν δημιουργίαν τῶν ἀπαραιτήτων πρὸς τοῦτο ἐγκαταστάσεων, τῶσον ἐπὶ τῶν προβλητῶν, προκυμαιῶν καὶ ὁρμῶν, ὅσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύναται τοῦτο νὰ ἀρνήσῃ ἄνευ σπουδαίου λόγου.

13.6. Οἰκοθεν νοεῖται, ὅτι καθ’ ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἅπασαι αἱ ἐν “Αρθρῳ 13.2, 13.3, 13.4, καὶ 13.5 ἀνωτέρω ἀναφερόμεναι καὶ ὑπὸ τοῦ ‘Αναδόχου κτώμεναι ἰδιοκτησίαι καὶ τὰ ἐπ’ αὐτῶν δικαιώματα θὰ παραμείνουν εἰς τὴν νομὴν καὶ κατοχὴν του καὶ θὰ χρησιμοποιηθῶν ὑπ’ αὐτοῦ διὰ τὰς ἐργασίας Πετρελαίου ὡς καὶ διὰ πάντας τοὺς σκοποὺς τῆς παρούσης Συμβάσεως. Τὸ ‘Ελληνικὸν Δημόσιον ἐγγυᾶται εἰς τὸν ‘Ανάδοχον ὅτι κατὰ τὴν παρ’ αὐτοῦ κατοχὴν καὶ χρῆσιν τῶν ὡς ἄνω ἰδιοκτησιῶν καὶ ἐπ’ αὐτῶν δικαιωμάτων, θὰ τυγχάνῃ τῆς αὐτῆς κατὰ πάντα προστασίας ὡς ἐάν εἶχεν ἐπ’ αὐτῶν πλήρη κυριότητα. Οἰκοθεν ὡσαύτως νοεῖται, ὅτι ὁ ‘Ανάδοχος θὰ ἐπιδεικνύῃ ἐν σχέσει πρὸς ἅπασας τὰς ἀνωτέρω ἰδιοκτησίας καὶ τὰ ἐπ’ αὐτῶν δικαιώματα, τὴν αὐτὴν ἐπιμέλειαν καὶ θὰ λαμβάνῃ τὴν αὐτὴν φροντίδα καὶ προστασίαν, ὡς ἐάν ἦτο ὁ κύριος αὐτῶν.

13.7. Τῇ αἰτήσῃ τοῦ ‘Αναδόχου, ἐγκαίρως ἐκάστοτε ὑποβαλλομένη, τὸ ‘Ελληνικὸν Δημόσιον ὠφείλει νὰ προβαίῃ εἰς ἅπασας τὰς ἀπαραιτήτους ἐνεργείας, παρέχῃ πᾶσαν ἀναγκαίαν συνδρομὴν καὶ ἐκδίδῃ ἡ ἐνεργῇ διὰ τὴν ἐκδοσιν, παρὰ τῶν ἀρμοδίων πρὸς τοῦτο κρατικῶν καὶ λοιπῶν Ἀρχῶν, συμπεριλαμβανομένων καὶ τῶν Στρατιωτικῶν, ἀπασῶν τῶν ἀπαραιτήτων ἀδειῶν, ἐξουσιοδοτήσεων, ἐγκρίσεων, Ὑπουργικῶν καὶ λοιπῶν ἀποφάσεων, αἱ ὁποῖαι εἶναι ἀπαραίτητοι τόσον διὰ τὴν ἀνέγερσιν, κατασκευὴν καὶ ἐγκατάστασιν ἀπάντων τῶν ἐργοστασίων, ἐγκαταστάσεων καὶ λοιπῶν ἔργων, περὶ ὧν ἡ παρούσα Σύμβασις, ὅσον καὶ διὰ τὴν ἀποκτῆσιν τῶν ἐν “Αρθρῳ 13.2, 13.3, 13.4 καὶ 13.5 ἀνωτέρω ἀναφερομένων ἰδιοκτησιῶν καὶ δικαιωμάτων ἐπ’ αὐτῶν, ὡς ἐπίσης καὶ διὰ τὴν ἐκτέλεσιν ἐν γένει τῶν ἔργων τοῦ Πετρελαίου καὶ τὴν ἐκπλήρωσιν τῶν πάσης φύσεως σκοπῶν τῆς παρούσης Συμβάσεως.

13.8. Ἐν ἡ περιπτώσει τὸ ‘Ελληνικὸν Δημόσιον παραλείψῃ ἢ καθυστερήσῃ πέραν τῶν ἐξῆκοντα (60) ἡμερολογιακῶν ἡμερῶν, ὅπως παράσχῃ εἰς τὸν ‘Ανάδοχον τὴν ἀπαιτουμένην συνδρομὴν ἢ ὅπως ἐκδώσῃ ἢ προκαλέσῃ τὴν ἐκδοσιν τῶν ἐν τῷ ἀνωτέρῳ “Αρθρῳ 13.7 ἀδειῶν, ἐξουσιοδοτήσεων, ἐγκρίσεων Ὑπουργικῶν ἢ ἄλλων ἀποφάσεων, ἡ τοιαύτη δὲ ἀμέλεια ἢ καθυστέρησις καθιστᾷ ἀδύνατον ἢ συνεπάγεται κατ’ ἀνάγκην τὴν καθυστέρησιν τῆς ὑπὸ τοῦ ‘Αναδόχου ἐκτελέσεως οἰωνδήποτε τῶν ἐκ τῆς παρούσης Συμβάσεως ἀπαραουσῶν ὑποχρεώσεων του, ἡ τοιαύτη μὴ ἐκπλήρωσις ἢ καθυστέρησις τῆς ἐκπληρώσεως ὑπὸ τοῦ ‘Αναδόχου τῶν ὑποχρεώσεων του δὲν θὰ συνιστᾷ παραβίασιν ἐκ μέρους του τῶν ὁρῶν τῆς παρούσης Συμβάσεως, ἡ δὲ παράλειψις ἢ καθυστέρησις τοῦ ‘Ελληνικοῦ Δημοσίου θὰ θεωρῇται, ἐναντι τοῦ

Ἀναδόχου, ὡς περιστατικὸν ἄνωτέρας βίας, θὰ ἐφαρμόζονται δὲ ἐπ' αὐτῆς, ἐναντι τοῦ Ἀναδόχου, αἱ διατάξεις τοῦ Ἀρθροῦ 28 τῆς παρούσης.

Ἀρθρον 14.

Διάθεσις Παραγωγῆς, Ἀπόσβεσις Κόστους Πετρελαίου.

14.1. Τὸ σύνολον τῆς παραγωγῆς τῶν ἐξ ἐκάστης Περι-
οχῆς Ἐκμεταλλεύσεως παραγομένων καὶ διαθεσίμων (saved)
(μὴ ἀπολεσθέντων οὐδὲ χρησιμοποιηθέντων εἰς Ἔργασίας
Πετρελαίου) Ὑδρογονανθράκων, θὰ δικτιθεται συμφώνως
πρὸς τὰς κάτωθι διατάξεις.

14.2. (α) Πρὸς τὸν σκοπὸν τῆς ἀποσβέσεως τοῦ συνό-
λου τοῦ Κόστους Πετρελαίου, ὅπερ ἐδαπανήθη διὰ τὴν Περι-
οχὴν Ἐκμεταλλεύσεως ΠΡΙΝΟΥ ἢ κατελογίσθη εἰς αὐτήν,
τὸ ἐν λόγῳ Κόστος Πετρελαίου καθορίζεται ἐν Ἀρθρῳ 14.3
κατωτέρω, ὁ Ἀνάδοχος δικαιούται νὰ παρακρατῇ ποσοστὸν
μέχρι ἐβδομήκοντα ἐπὶ τοῖς ἑκατὸν (70 %) ἢ μέχρι τοῦ ἀπαι-
τηθσομένου ἐλάσσονος τοιούτου καθ' ἕκαστον ἔτος, ἐκ τοῦ
συνόλου τῶν παραγομένων καὶ διαθεσίμων Ὑδρογονανθρά-
κων ἐκ τῆς ρηθείσης Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ,
τῆς ἐν λόγῳ παρακρατήσεως ἀρχομένης ἀπὸ τῆς ἡμερο-
μηνίας τῆς πραγματικῆς παραγωγῆς ἐκ τῆς ρηθείσης Περι-
οχῆς καὶ συνεχιζομένης μέχρι τῆς ἀντιστοίχου μετὰ παρέλευσιν
πέντε (5) ἐτῶν, ἡμερομηνίας.

Μετὰ τὸ τέλος τῆς ὡς ἄνω πεντατετοῦς (5) περιόδου καὶ
δι' ὅλοκληρον τὴν ὑπολειπομένην διάρκειαν τῆς Ἀδείας Ἐκμε-
ταλλεύσεως ΠΡΙΝΟΥ, ἐξαίρεσις τοῦ τελευταίου ἔτους τῆς
ἐν λόγῳ Ἀδείας, ὁ Ἀνάδοχος δικαιούται νὰ παρακρατῇ πο-
σοστὸν μέχρι τεσσαράκοντα ἐπὶ τοῖς ἑκατὸν (40 %) ἢ μέχρι
τοῦ ἀπαιτηθσομένου ἐλάσσονος τοιούτου καθ' ἕκαστον ἔτος
ἐκ τῶν παραγομένων καὶ διαθεσίμων Ὑδρογονανθράκων τῆς
ρηθείσης Περιοχῆς πρὸς τὸν σκοπὸν τῆς ἀποσβέσεως τοῦ ὡς
εἴρηται Κόστους Πετρελαίου. Κατὰ τὸ τελευταῖον ἔτος ὁ
Ἀνάδοχος δικαιούται νὰ παρακρατῇ μέχρις οἰασδήποτε
ἀναγκαίας ποσότητος Ὑδρογονανθράκων ἐκ τῆς ρηθείσης
Περιοχῆς ἐπὶ τῷ τέλει τῆς ἀποσβέσεως τοῦ δαπανηθέντος
κατὰ τὸ τελευταῖον τοῦτο ἔτος ἢ μεταφερθέντος εἰς αὐτὸ
Κόστους Πετρελαίου.

(β) Ὁ Ἀνάδοχος δικαιούται νὰ παρακρατῇ ποσοστὸν
μέχρι πενήκοντα ἐπὶ τοῖς ἑκατὸν (50 %) ἢ μέχρι τοῦ ἀπαι-
τηθσομένου ἐλάσσονος τοιούτου καθ' ἕκαστον ἔτος ἐκ τοῦ
συνόλου τῶν παραγομένων καὶ διαθεσίμων Ὑδρογονανθρά-
κων ἐξ ἐκάστης ἐκ τῶν λοιπῶν Περιοχῶν Ἐκμεταλλεύσεως
πρὸς τὸν σκοπὸν τῆς ἀποσβέσεως τοῦ δαπανηθέντος ἢ κατα-
λογισθέντος διὰ μίαν ἐκάστην ἢ ἀπάσας τὰς ρηθείσας Περι-
οχὰς Ἐκμεταλλεύσεως, Κόστους Πετρελαίου, ὡς τοῦτο
καθορίζεται ἐν τῷ κατωτέρῳ Ἀρθρῳ 14.3 τῆς τσαυτῆς πα-
ρακρατήσεως ἀρχομένης ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς
ἐμπορικῆς Ἐκμεταλλεύσεως ἐκάστης ἐκ τῶν ρηθεισῶν Πε-
ριοχῶν καὶ συνεχιζομένης μέχρι τῆς ἀντιστοίχου ἡμερομη-
νίας μετὰ παρέλευσιν πέντε (5) ἐτῶν.

Μετὰ τὸ τέλος τοῦ ρηθέντος πέμπτου (5ου) ἔτους καὶ δι'
ὅλοκληρον τὴν ὑπολειπομένην διάρκειαν ἐκάστης ἐκ τῶν
ἐτέρων Ἀδειῶν Ἐκμεταλλεύσεως, ἐξαίρεσις τοῦ τελευταίου
ἔτους ἐκάστης ἀντιστοίχου Ἀδείας, ὁ Ἀνάδοχος δικαιούται
νὰ παρακρατῇ ποσοστὸν μέχρι τεσσαράκοντα ἐπὶ τοῖς ἑκατὸν
(40 %) ἢ μέχρι τοῦ ἀπαιτηθσομένου ἐλάσσονος τοιούτου
καθ' ἕκαστον ἔτος ἐκ τοῦ συνόλου τῶν παραγομένων καὶ δια-
θεσίμων Ὑδρογονανθράκων ἐξ ἐκάστης ἀντιστοίχου Περι-
οχῆς πρὸς τὸν σκοπὸν τῆς ἀποσβέσεως τοῦ ρηθέντος Κόστους
Πετρελαίου. Κατὰ τὸ τελευταῖον ἔτος ὁ Ἀνάδοχος δικαι-
οῦται νὰ παρακρατῇ ἐξ ἐκάστης ἀντιστοίχου Ἀδείας, μέχρι
οἰασδήποτε ἀναγκαίας ποσότητος Ὑδρογονανθράκων ἐπὶ
τῷ τέλει τῆς ἀποσβέσεως τοῦ δαπανηθέντος κατὰ τὸ τε-
λευταῖον ἔτος ἢ μεταφερθέντος εἰς αὐτὸ Κόστους Πετρελαίου.

14.3. Συμφωνεῖται, ὅτι διὰ τοὺς σκοποὺς τῆς περὶ τῆς
ἀνωτέρω Ἀρθρον 14.2 ἀποσβέσεως, τὸ Κόστος Πετρελαίου
περιλαμβάνει, ἀλλ' οὐχὶ περιοριστικῶς, ἀπάσας τὰς ἐν τῷ
κατωτέρῳ Ἀρθρῳ 15.2 (γ) ἀναφερόμενας δαπάνας, ἐπιβα-
ρύνσεις, κόστος καὶ ὑποχρεώσεις.

Ἐπιπροσθέτως καὶ διὰ τοὺς αὐτοὺς ὡς ἄνω σκοποὺς ἀπο-
σβέσεως, ἀναφορικῶς :

(α) Πρὸς τὴν Περιοχὴν Ἐκμεταλλεύσεως ΠΡΙΝΟΥ,
τὸ Κόστος Πετρελαίου περιλαμβάνει ὡσαύτως ἅπαντα τὰ
ἐξοδα, δαπάναις καὶ ἐπιβαρύνσεις, εἰς τὰς ὁποίας ὑπεβλήθη
ὁ Ἀνάδοχος ἐν σχέσει πρὸς τὴν ὀργάνωσιν καὶ ἀπάσας τὰς
ἐργασίας του, βάσει τῆς διὰ τοῦ Νομοθετικοῦ Διατάγματος
462/1970 κυρωθείσης Συμβάσεως Παραχωρήσεως.

(β) Πρὸς τὴν Ἐρευνητικὴν Περιοχὴν καὶ τὴν ἢ τὰς Πε-
ριοχὰς Ἐκμεταλλεύσεως, τὰς ὁποίας ἐνδέχεται νὰ ἀποκτήσῃ
ὁ Ἀνάδοχος ἐντὸς τῆς Ἐρευνητικῆς Περιοχῆς, τὸ σύνολον
τοῦ Κόστους Πετρελαίου, τὸ ὁποῖον θὰ δαπανήσῃ ὁ Ἀνά-
δοχος, θὰ καταλογισθῇ ὑπ' αὐτοῦ, κατὰ τὴν ἐλευθέραν περὶ
τούτου ἐπιλογὴν του, εἰς μίαν ἢ πλείονας Περιοχὰς Ἐκμεταλ-
λέυσεως (ἐξαίρεσις τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙ-
ΝΟΥ), τὸ Κόστος δὲ τοῦτο θὰ θεωρῇται ὡς Κόστος Πετρε-
λαίου δαπανηθὲν διὰ τὴν ἢ τὰς ἐπιλεγχομένους Περιοχὰς
Ἐκμεταλλεύσεως.

14.4. Διὰ τὴν ὑπὸ τοῦ Ἀναδόχου ἀπόσβεσιν τοῦ Κόστους
Πετρελαίου, ἡ ἀξία τῶν Ὑδρογονανθράκων θὰ ὑπολογίζεται
συμφώνως πρὸς τὰς διατάξεις τοῦ Ἀρθροῦ 17 κατωτέρω.

14.5. Ἐκ τοῦ συνόλου τῶν καθ' ἕκαστον Ἡμερολογιακὸν
Ἔτος παραγομένων καὶ διαθεσίμων Ὑδρογονανθράκων ἐξ
ἐκάστης Περιοχῆς Ἐκμεταλλεύσεως, θὰ παρακρατῇται ὑπὸ
τοῦ Ἀναδόχου τὸ ἀναγκαῖον πρὸς κάλυψιν τοῦ Κόστους
Πετρελαίου τῆς ἐν λόγῳ Περιοχῆς τμήμα αὐτῶν.

Τὸ Συνολικὸν Μερίδιον τοῦ Ἑλληνικοῦ Δημοσίου ἐπὶ τοῦ
ἀπομένοντος ὑπολοίπου τῆς παραγωγῆς (Καθαρὰ Παραγωγή)
ἢ τῆς ἀξίας αὐτῆς, ἀνέρχεται εἰς τὸ, ἐν τῇ ὑπ' ἀριθ. 1 στήλῃ
τοῦ κατωτέρω παρατιθεμένου Πίνακος, ἀναφερόμενον ἐκα-
τοστιαῖον ποσοστὸν. Τὸ ὡς ἄνω Συνολικὸν Μερίδιον τοῦ
Ἑλληνικοῦ Δημοσίου ἀποτελεῖται, τὸ μὲν ἐκ τοῦ ἐν τῇ ὑπ'
ἀριθ. 2 στήλῃ τοῦ κατωτέρω Πίνακος ἀναφερόμενου ἐκτι-
στιαίου ποσοστοῦ συμμετοχῆς τοῦ Ἑλληνικοῦ Δημοσίου ἐπὶ
τῆς Καθαρᾶς Παραγωγῆς (Μερικὴ Συμμετοχὴ Ἑλληνικοῦ
Δημοσίου), τὸ δὲ ἐκ τοῦ Φόρου Εἰσοδήματος τοῦ Ἀναδόχου,
ὡς οὗτος καθορίζεται καὶ βεβαιούται κατὰ τὰ ἐν τῷ κατωτέρ-
ῳ Ἀρθρῳ 15 ὀριζόμενα.

Τὸ ἀπομένον ὑπόλοιπον τῆς Καθαρᾶς Παραγωγῆς τῶν
Ὑδρογονανθράκων ἢ τῆς ἀξίας αὐτῶν, μετὰ τὴν ἀφαίρεσιν
τοῦ Συνολικοῦ Μεριδίου τοῦ Ἑλληνικοῦ Δημοσίου θὰ συνι-
στᾷ τὸ καθαρὸν, μετὰ τὴν φορολογίαν, μερίδιον τοῦ Ἀνα-
δόχου.

Μέση Ἡμερησία Παραγωγή Ἀργοῦ Πετρελαίου εἰς Ἀποθηκευτικὰ βαρέλια (Stock Tank)	Ἀριθμὸς 1 Συνολικὸν Μερίδιον Ἑλληνικοῦ Δημοσίου	Ἀριθμὸς 2 Μερικὴ Συμμετοχὴ Ἑλληνικοῦ Δημοσίου
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Διὰ τὴν Περιοχὴν Ἐκμεταλλεύσεως ΠΡΙΝΟΥ

0-200.000	65 %	30 %
Ἀνω τῶν 200.000	80 %	60 %

Δι' ἀπάσας τὰς λοιπὰς Περιοχὰς

0 - 30.000	65 %	30 %
30.001- 80.000	70 %	40 %
80.001-200.000	75 %	50 %
Ἀνω τῶν 200.000	80 %	60 %

14.6. Τὰ ἐν Ἀρθρῳ 14.5. ἀναφερόμενα ἐπίπεδα τῆς
μέσης ἡμερησίας παραγωγῆς ἐξευρίσκονται διὰ τῆς δια-
ρέσεως τῆς ἀνὰ ἕκαστον τρίμηνον συνολικῆς παραγωγῆς
Ἀργοῦ Πετρελαίου ἐκάστης Περιοχῆς Ἐκμεταλλεύσεως
διὰ τοῦ ἀριθμοῦ τῶν ἡμερολογιακῶν ἡμερῶν τοῦ τριμήνου
τούτου. Ἐκάστη Περιοχὴ Ἐκμεταλλεύσεως, περιλαμβα-
νομένη καὶ τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ,
θὰ ὑπολογίζεται κεχωρισμένως, πρὸς τὸν σκοπὸν τοῦ καθο-
ρισμοῦ τοῦ οἰκείου ὕψους παραγωγῆς καὶ τοῦ Συνολικοῦ
Μεριδίου Συμμετοχῆς τοῦ Ἑλληνικοῦ Δημοσίου, εἰς ταύ-
την ἢ εἰς τὴν ἐξ αὐτῆς προκύπτουσαν πρόσδοτον, καὶ ἐξυπα-
κούεται ὅτι τὸ ἠϋζήμενον μερίδιον τοῦ Ἑλληνικοῦ Δημοσίου

υπολογίζεται μόνον ἐπὶ τοῦ ἀντιστοίχου ἡϋξημένου ὕψους τῆς παραγωγῆς (incremental level of production) καὶ οὐχὶ ἐπὶ τοῦ ὀλικοῦ ὕψους τῆς παραγωγῆς.

14. 7. Ἐπιφυλαττομένων τῶν διατάξεων τῶν Ἀρθρῶν 16 καὶ 19 κατωτέρω, τὸ Ἑλληνικὸν Δημόσιον δικαιούται νὰ λαμβάνῃ τὸ τμήμα τῆς παραγωγῆς, τὸ ἀποτελοῦν τὸ ἐν Ἀρθρῷ 14.5 καθοριζόμενον Συνολικὸν Μερίδιον αὐτοῦ εἴτε εἰς εἶδος εἴτε κατόπιν πωλήσεως τοῦ μεριδίου του τούτου ὑπὸ τοῦ Ἀναδόχου συμφώνως πρὸς τὰς διατάξεις τοῦ Ἀρθροῦ 16 τῆς παρούσης, εἰς χρῆμα. Τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον ποσόν, ὅσαςκις τοῦτο ἐπιλέγῃ τὴν εἰς χρῆμα καταβολήν, ἰσοῦται πρὸς τὸν γινόμενον τοῦ πολλαπλασιασμοῦ τῆς ποσότητος τοῦ ἐν λόγῳ τμήματος ἐπὶ τὴν ἐν Ἀρθρῷ 17 κατωτέρω καθοριζομένην τιμὴν πωλήσεως, μεῖον προμηθείας πωλήσεως, ἐκ 0,5 σέντς Η.Π.Α. ἀνὰ βαρέλιον, ἥτις προμήθεια καταβάλλεται εἰς τὸν Ἀνάδοχον εἰς ἀντιστάθμισμα τῶν ἐξόδων αὐτοῦ διὰ τὴν πώλησιν εἰς τὴν ἀγορὰν τῶν Ὑδρογονανθράκων τοῦ Ἑλληνικοῦ Δημοσίου.

Ἀρθρον 15.

Φορολογία.

15.1. α) Ὁ Ἀνάδοχος ὑπόκειται εἰς φόρον εἰσοδήματος ἐπὶ παγίῳ συντελεστῇ πενήτηκοντα ἐπὶ τοῖς ἑκατὸν (50 %) ἀνευ οὐδεμιᾶς προσθέτου εἰσφορᾶς ἢ ἐτέρας ἐπιβαρύνσεως οἰασδήποτε φύσεως, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰουδήποτε τρίτου.

Ὁ ὡς ἄνω φορολογικὸς συντελεστὴς θὰ παραμείνῃ σταθερὸς καθ' ὅλην τὴν διάρκειαν τῆς παρούσης Συμβάσεως καὶ ὁ φόρος οὗτος θὰ ἐπιβάλλεται ἐπὶ τοῦ ἐκ τῶν Ἑργασιῶν Πετρελαίου προκύπτοντος ἐν Ἑλλάδι Καθαροῦ Φορολογητέου Εἰσοδήματος τοῦ Ἀναδόχου, ὡς τοῦτο καθορίζεται ὑπὸ τῶν κατωτέρω διατάξεων τοῦ παρόντος Ἀρθρου.

β) Ὁ Ἀνάδοχος ὑπέχει ὑποχρέωσιν ὑποβολῆς δηλώσεως φόρου εἰσοδήματος καὶ τηρήσεως λογιστικῶν βιβλίων κατὰ τὰς ἰσχύουσας ἐκάστοτε διατάξεις. Ὁ ὀφειλόμενος κατὰ τ' ἀνωτέρω, βάσει τῆς ὑποβαλλομένης ὑπὸ τοῦ Ἀναδόχου δηλώσεως, Φόρος Εἰσοδήματος, βεβαιούται καὶ ἐξοφλεῖται ἐφ' ἅπαξ, κατὰ παρέκκλισιν τῶν κειμένων ἐκάστοτε διατάξεων, κατὰ τὰ διὰ κοινῆς αποφάσεως τῶν Ὑπουργῶν Οἰκονομικῶν καὶ Βιομηχανίας ὀριζόμενα. Ὁ Ἀνάδοχος ἀπαλλάσσεται τῆς προβλεπομένης ὑπὸ τοῦ ἄρθρου 14 τοῦ Ν.Δ. 3843/1958 «περὶ φορολογίας εἰσοδήματος νομικῶν προσώπων» προκαταβολῆς φόρου εἰσοδήματος.

γ) Συμφωνεῖται ὅτι αἱ διατάξεις τοῦ παρόντος Ἀρθρου αἱ ἀφορῶσαι εἰς τὸν ὑπολογισμόν, βεβαίωσιν καὶ πληρωμὴν τοῦ Φόρου Εἰσοδήματος ἐφαρμόζονται κεχωρισμένως καὶ ἀτομικῶς ἐφ' ἐκάστης τῶν Ἑταιρειῶν τῶν ἐκ Δευτέρου Συμβαλλομένων.

15.2. α) Ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως τηρῇ κεχωρησμένον λογαριασμόν δι' ἕκαστον Ἡμερολογιακὸν Ἔτος Ἑργασιῶν Πετρελαίου οὕτως ὥστε νὰ ἀποβαλῇ ἐφικτὴ ἢ σύνταξις Λογαριασμοῦ Κερδῶν καὶ Ζημιῶν ὡς καὶ ἰσολογισμοῦ ἐμφαίνοντος τὰ ἀποτελέσματα τῶν ἐν λόγῳ ἐργασιῶν καὶ τὰ ἐξ αὐτῶν ἐπηρεαζόμενα στοιχεῖα τοῦ ἐνεργητικοῦ καὶ παθητικοῦ ἢ εὐθέως σχετιζόμενα πρὸς ταύτας, ὡς ἐπίσης καὶ τὸ Καθαρὸν Φορολογητέον Εἰσόδημα τοῦ Ἀναδόχου.

β) Διὰ τὸν καθορισμὸν τοῦ Καθαροῦ Φορολογητέου Εἰσοδήματος τοῦ Ἀναδόχου ἐκάστου Ἡμερολογιακοῦ Ἔτους, ὁ Λογαριασμὸς Κερδῶν καὶ Ζημιῶν πιστοῦται διὰ τῶν κάτωθι :

(i) Τοῦ ἐτησίου ἀκαθαρίστου εἰσοδήματος τοῦ Ἀναδόχου, τοῦ προκύπτοντος ἐκ τῆς πωλήσεως (marketing) τῶν ἐκ τῶν Ἑργασιῶν Πετρελαίου παραγομένων Ὑδρογονανθράκων ἀπασῶν τῶν Περιοχῶν Ἐκμεταλλεύσεως, ὡς καὶ διὰ τοῦ ἰσοπόσου τῆς ἀξίας ἀπάντων τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς εἶδος ληφθέντων Ὑδρογονανθράκων καὶ μὴ πωληθέντων ὑπὸ τοῦ Ἀναδόχου.

(ii) Παντὸς ἐτέρου εἰσοδήματος ἢ προσόδου εὐθέως συνδεομένων πρὸς τὰς Ἑργασίας Πετρελαίου ἢ προκυ-

πόντων ἐκ τῆς μεταφορᾶς προϊόντων διὰ λογαριασμοῦ τρίτων ἐντὸς τῆς Ἑλληνικῆς Ἑπικρατείας.

γ) Διὰ τὸν αὐτὸν ὡς ἄνω καθορισμὸν τοῦ Καθαροῦ Φορολογητέου Εἰσοδήματος τοῦ Ἀναδόχου, ὁ ἀνωτέρω Λογαριασμὸς Κερδῶν καὶ Ζημιῶν χρεοῦται δι' ὁλοκλήρου τοῦ Κόστους Πετρελαίου, καθ' ἣν ἔκτασιν τοῦτο τυγχάνει ἀποσβεστέον ἐντὸς τοῦ περὶ οὗ πρόκειται Ἡμερολογιακοῦ Ἔτους, συμφώνως πρὸς τὰς διατάξεις τῶν ἀνωτέρω Ἀρθρῶν 14.2 (α) καὶ ἡ 14.2 (β), οἷκοθεν νοουμένου ὅτι ὁ Ἀνάδοχος δικαιούται νὰ χρεώσῃ μέχρι τῶν ἀνωτάτων ὁρίων τῶν προβλεπομένων ἐν τῷ ἀνωτέρῳ Ἀρθρῷ καὶ μέχρι τῆς πλήρους ἀποσβέσεως τοῦ ρηθέντος Κόστους. Τὸ ἐν λόγῳ Κόστος Πετρελαίου Περιλαμβάνει τὰ κάτωθι ἐνδεικτικῶς :

(i) Τὴν δαπάνην διὰ τὰ χρησιμοποιηθέντα ἢ ἀναλωθέντα ὑλικά, ἐφόδια καὶ ἐνέργειαν, τοὺς μισθοὺς καὶ τὰς σχετικὰς πρὸς αὐτοὺς ἐπιβαρύνσεις, τὴν δαπάνην δι' ὑπηρεσίας παρασχεθείσας ὑπὸ τρίτων, περιλαμβανομένων τῶν πληρωμῶν πρὸς Συγγενεῖς Ἑταιρείας δι' ὑπηρεσίας παρασχεθείσας ἐντὸς τοῦ πλαισίου τῶν Ἑργασιῶν Πετρελαίου, (ἐφ' ὅσον αἱ ἐν λόγῳ πληρωμαὶ δὲν εἶναι ἀνώτεροι ἐκείνων αἱ ὁποῖαι θὰ καταβάλλοντο πρὸς Μὴ Συγγενεῖς Ἑταιρείας δι' ὁμοίας ἢ ἀναλόγους ὑπηρεσίας) καὶ ἐν γένει πᾶσαν οἰανδήποτε δαπάνην εἴτε ἐντὸς εἴτε ἐκτὸς Ἑλλάδος, διὰ τὴν διεξαγωγὴν τῶν Ἑργασιῶν Πετρελαίου ἢ ἐν σχέσει πρὸς αὐτάς.

(ii) Τὰς δαπάνας διοικήσεως καὶ ἐγκαταστάσεως, περιλαμβανομένων καὶ τῶν δαπανῶν εὑρεσιτεχνιῶν, δικαιωμάτων χρησιμοποίησεως ἀδειῶν καὶ δαπανῶν δι' ἐρεῦνας, τὰ ἐν Ἑλλάδι πραγματοποιούμενα γενικὰ ἐξόδα, ἐν σχέσει πρὸς τὰς Ἑργασίας Πετρελαίου, τὰς δαπάνας διὰ μισθώματα ἢ ἄλλας πληρωμὰς διὰ τὴν κτήσιν ἢ χρησιμοποίησιν κινητῶν καὶ ἀκινήτων, τὰ ἀσφάλιστρα ὡς καὶ εὐλογον ποσὸν διὰ τὰ ἐκτὸς Ἑλλάδος πραγματοποιούμενα γενικὰ ἐξόδα δι' ὑπηρεσίας παρεχομένας διὰ τὰς Ἑργασίας Πετρελαίου ὑπὸ διευθυντῶν ἢ ὑπαλλήλων, κατοικούντων εἰς τὴν ἀλλοδαπὴν ἢ καὶ ὑπὸ τῶν κεντρικῶν γραφείων τοῦ Ἀναδόχου ἢ τῶν διὰ λογαριασμόν του ἐργαζομένων καὶ ἐν τῇ ἀλλοδαπῇ ἐδρευουσῶν Συγγενῶν Ἑταιρειῶν (ὅπερ ποσὸν δὲν θὰ εἶναι ἀνωτερον ποσοστοῦ ἐκ 10 % ἐπὶ τοῦ συνόλου τῶν ἐν Ἑλλάδι πραγματοποιούμενων δαπανῶν) καὶ τὰς ἀμέσους δαπάνας, εἰς ἃς ὑπεβλήθησαν ἐν τῇ ἀλλοδαπῇ τὰ ἐν λόγῳ κεντρικὰ γραφεῖα ἐν σχέσει μὲ τὰς ἐργασίας πετρελαίου.

(iii) Δαπάνας πραγματοποιηθείσας κατὰ τὴν πώλησιν (marketing) Ὑδρογονανθράκων, περιλαμβανομένων τῶν δαπανῶν δι' ὑπηρεσίας μιστείας καὶ πωλήσεως.

(iv) Τοὺς τόκους, ἐπιβαρύνσεις Τραπεζῶν, προμηθείας ἀσφαλίστων, ἀσφάλιστρα ἢ συναφεῖς ἀμοιβὰς, καταβληθείσας πρὸς οἰονδήποτε πιστωτὴν, μέτοχον ἢ συγγενῇ Ἑταιρείαν τοῦ Ἀναδόχου, κατὰ τὰ πράγματι καταβληθέντα ποσὰ αὐτῶν διὰ τὴν διεξαγωγὴν Ἑργασιῶν Πετρελαίου, ἐφ' ὅσον τὰ ποσὰ ταῦτα εἶναι ἀληθῆ καὶ εὐλογα καὶ συμβαδίζουσιν πρὸς τὰς κατὰ τὸν χρόνον τοῦ δανεισμοῦ κρατούσας συνθήκας εἰς τὰς διεθνεῖς χρηματαγοράς καὶ ἀγοράς κεφαλαίου.

(v) Τὰς ζημίας λόγῳ βλάβης, καταστροφῆς ἢ ἀπωλείας ἰδιοκτησίας χρησιμοποίησεως, παραχθείσης, κατασκευασθείσης ἢ πωληθείσης, διὰ τὴν ὁποῖαν δὲν κατεβλήθη ἀσφαλιστικὴ ἢ ἄλλη τις ἀποζημιώσις, περιλαμβανομένων τῶν ζημιῶν, ἐξ ἐπιφαλῶν ἀπαιτήσεων, ἀπαιτήσεων πρὸς ἀποζημιώσιν καὶ συναλλαγματικῶν διαφορῶν κατὰ τὴν μετατροπὴν νομισμάτων.

(vi) Τὰς ἀποδοχὰς καὶ ἀμοιβὰς δι' ὑπηρεσίας πράγματι προσφερθείσας ὑπὸ τρίτων ἐν σχέσει πρὸς τὴν παρούσαν Σύμβασιν εἴτε (1) δεδουλευμένας ἢ καταβληθείσας ἀπ' εὐθείας πρὸς αὐτοὺς εἴτε (2) δεδουλευμένας ἢ καταβληθείσας πρὸς τρίτους διὰ λογαριασμόν των ὑπὸ μορφῇ ἀσφαλίσεως, συντάξεως ἢ ἄλλων.

(vii) Τὰς λοιπὰς μὴ ἀποσβεσθείσας δαπάνας ἰδιοκτησίας διατεθείσας διὰ πωλήσεως, ἐπιστροφῆς, ἐγκαταλείψεως ἢ ἄλλως, περιλαμβανομένων τῶν μὴ ἀποσβεσθεισῶν δαπανῶν γεωτρήσεων μὴ παραγωγικῶν φρεάτων.

(viii) 'Ετέρας πληρωμάς, λόγω ζημιών ή επιβαρύνσεων σχετικών προς τὰς 'Εργασίας Πετρελαίου, συμπεριλαμβανομένης καὶ τῆς Μερικῆς Συμμετοχῆς τοῦ 'Ελληνικοῦ Δημοσίου τῆς προβλεπόμενης ὑπὸ τοῦ 'Αρθρου 14.5 τῆς παρούσης Συμβάσεως, ἐξαιρέσει τοῦ Φόρου Εἰσοδήματος τοῦ 'Αναδόχου.

(ix) Πᾶσαν ἐτέραν τακτικὴν καὶ ἀναγκαίαν δαπάνην, ἐπιτρεπομένην ὑπὸ τῶν ἐκάστοτε ἰσχυόντων ἐν 'Ελλάδι νόμων, ἐν σχέσει πρὸς τὴν φορολογίαν τοῦ καθαροῦ εἰσοδήματος τῶν ἀνωνύμων ἐταιρειῶν.

δ. 'Εὰν τὸ Κόστος Πετρελαίου δὲν καλύπτεται ὑπὸ τῶν καθοριζομένων διὰ τοῦ 'Αρθρου 14.2 (α) ἢ 14.2 (β), ἀναλόγως τῆς περιπτώσεως, ποσοστῶν ἀποσβέσεως ἐπὶ τῆς παραγωγῆς 'Υδρογονανθράκων 'Ημερολογιακοῦ τινος 'Ετους, ἡ ἐντεῦθεν προκύπτουσα διαφορὰ μεταφέρεται εἰς τὰ ἐπόμενα 'Ημερολογιακὰ 'Ετη, μέχρι πλήρους καλύψεως τῆς, θεωρουμένης ὡς Κόστος Πετρελαίου τῶν 'Ετῶν τούτων, καὶ ἀποσβέννυται ἐντὸς τῶν καθοριζομένων, διὰ τὰ ἔτη ταῦτα ὁρίων ἀποσβέσεως.

15.3. 'Αναγνωρίζεται, ὅτι τὸ 'Ελληνικὸν Δημόσιον δικαιούται κατὰ τὰ ἐν 'Αρθροῖς 16 καὶ 19 ὀριζόμενα, ὁποτεδήποτε, νὰ λάβῃ εἰς εἶδος τὸ σύνολον ἢ μέρος τοῦ Συνολικοῦ Μεριδίου του ἐπὶ τῆς Καθαρᾶς Παραγωγῆς τῶν 'Υδρογονανθράκων, ὡς αὕτη καθορίζεται ἐν τῷ ἀνωτέρῳ 'Αρθρῳ 14.5. 'Εν τῇ περιπτώσει ταύτῃ ἡ ἀξία τῶν οὕτως εἰς εἶδος λαμβανομένων 'Υδρογονανθράκων, ὑπολογιζομένη κατὰ τὰ ἐν 'Αρθρῳ 17 τῆς παρούσης ὀριζόμενα, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τοῦ 'Αναδόχου, ὡς ταῦτα καθορίζονται ἐν 'Αρθρῳ 15.2 (β) (ι) τῆς παρούσης, ἐπὶ τῷ τέλει ὑπολογισμοῦ τοῦ Καθαροῦ Φορολογητέου Εἰσοδήματος τοῦ 'Αναδόχου.

15.4. 'Επὶ τῇ ἐξοφλήσει τοῦ καθ' ἕκαστον Οἰκονομικὸν 'Ετος, βαρύνοντος τὸν 'Ανάδοχον Φόρου Εἰσοδήματος, κατὰ τὰ ἐν 'Αρθροῖς 14.5, 15.1 καὶ 15.2, ὡς ἀνω σχετικῶς ὀριζόμενα, τὸ 'Ελληνικὸν Δημόσιον θὰ παραδίδῃ εἰς αὐτόν, ἐντὸς ἐνεήκοντα (90) ἡμερῶν ἀπὸ τῆς ὑποβολῆς τῆς δηλώσεως φόρου εἰσοδήματος τοῦ 'Αναδόχου τὰς οἰκείας ἀποδείξεις ἐξοφλήσεως.

Διὰ τῆς τοιαύτης ἐξοφλήσεως ἐξαντλεῖται πᾶσα φορολογικὴ ὑποχρέωσις τοῦ 'Αναδόχου ἐναντι τοῦ 'Ελληνικοῦ Δημοσίου καὶ οἰουδήποτε τρίτου διὰ τὸ ἀναλογεῖν εἰς τὸν 'Ανάδοχον Καθαρὸν Φορολογητέον Εἰσόδημα ἐκ τῆς παρούσης Συμβάσεως.

Οἰκοθεν νοεῖται ὅτι ὁ ἀνωτέρω Φόρος Εἰσοδήματος τοῦ 'Αναδόχου ὑπόκειται εἰς ἔκπτωσιν κατὰ τὰς διατάξεις τοῦ Νομ. Δ/τος 2548/1953 περὶ κυρώσεως τῆς ἀπὸ 20ῆς Φεβρουαρίου 1950 Συμβάσεως μεταξὺ 'Ελλάδος καὶ τῶν 'Ηνωμένων Πολιτειῶν 'Αμερικῆς, καὶ τοῦ 'Αναγκαστικοῦ Νόμου 52/1967 περὶ κυρώσεως τῆς ἀπὸ 18ης 'Απριλίου 1966 Συμβάσεως μεταξὺ 'Ελλάδος καὶ τῆς 'Ομοσπόνδου Δημοκρατίας τῆς Γερμανίας (περὶ ἀποφυγῆς διπλῆς φορολογίας), ὡς καὶ οἰωνδήποτε ἐτέρον νόμον κυρωτικῶν παρανομίων συμβάσεων ἀποφυγῆς διπλῆς φορολογίας μεταξὺ 'Ελλάδος καὶ οἰασδήποτε ἐτέρας Χώρας.

'Αρθρον 16.

Πωλήσεις- 'Εγχώριοι- 'Ανάγκαι- 'Εξαγωγὰ.

16.1. 'Ο 'Ανάδοχος ἔχει τὸ δικαίωμα ἀλλὰ καὶ τὴν ὑποχρέωσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ παρόντος 'Αρθρου ὡς καὶ τοῦ κατωτέρω 'Αρθρου 19, νὰ πωλῇ καὶ ἐξάγῃ τὸ σύνολον τῆς ποσότητος τῶν παραγομένων καὶ διαθέσιμων 'Υδρογονανθράκων ἐξ ὅλων τῶν Περιοχῶν 'Εκμεταλλεύσεως, αἵτινες ὑφίστανται ἢ δύνανται νὰ δημιουργηθῶσι, βάσει τῆς παρούσης Συμβάσεως.

16.2. 'Αναφορικῶς πρὸς τὸ μερίδιον τοῦ 'Αναδόχου ἐπὶ τῆς παραγωγῆς τῶν 'Υδρογονανθράκων, τοὺς ὁποίους δικαιούται οὗτος νὰ λαμβάνῃ βάσει τῶν 'Αρθρων 14.2 καὶ 14.5 τῆς παρούσης Συμβάσεως, ὁποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς, ὁ 'Ανάδοχος λαμβάνει προσφορὰν οἰουδήποτε τρίτου διὰ τὴν ἀγορὰν 'Υδρογονανθράκων, τὴν ὁποίαν οὗτος προτίθεται νὰ ἀποδεχθῇ, θὰ γνωστοποιῇ ταύτην πρὸς

τὸ 'Ελληνικὸν Δημόσιον, παρέχων ἅμα ἀπάσας τὰς λεπτομερείας ταύτης ὡς τιμὴν, ποσότητα, διάρκειαν παραδόσεων καὶ λοιποὺς ὁρους. Παρομοίως ὁ 'Ανάδοχος ὑποχρεοῦται νὰ γνωστοποιῇ πρὸς τὸ 'Ελληνικὸν Δημόσιον πᾶσαν παρ' αὐτοῦ ὑποβαλλομένην πρὸς τρίτον προσφορὰν διὰ τὴν πώλησιν 'Υδρογονανθράκων, τὴν ὁποίαν ὁ ἐν λόγω τρίτος προτίθεται νὰ ἀποδεχθῇ. 'Απὸ τῆς λήξεως τῶν ὡς ἀνω εἰδοποιήσεων τὸ 'Ελληνικὸν Δημόσιον ὀφείλει, ἐντὸς τριάκοντα (30) ἡμερολογιακῶν ἡμερῶν καὶ ἐὰν ἡ προσφορὰ ἀναφέρεται εἰς σύμβασιν προβλέπουσαν παραδόσεις πέραν τοῦ ἐνὸς ἔτους, ἐντὸς ἐξήκοντα (60) ἡμερολογιακῶν ἡμερῶν, νὰ γνωστοποιήσῃ ἐγγράφως πρὸς τὸν 'Ανάδοχον, ἐὰν πρὸς ἱκανοποίησιν τῶν ἀναγκῶν τῆς 'Ελληνικῆς 'Αγορᾶς (ἐφεξῆς ἐν τῇ παρούσῃ καλουμένων 'Εγχωρίων 'Αναγκῶν) τοῦτο (τὸ 'Ελληνικὸν Δημόσιον) ἐπιθυμῇ νὰ ἀγοράσῃ τὴν αὐτὴν ποσότητα 'Υδρογονανθράκων, περὶ ἧς ἡ γνωστοποιηθεῖσα αὐτῷ προσφορὰ καὶ ὑπὸ τοὺς ἐν αὐτῇ περιλαμβανομένους ὁρους, συμφωνίας καὶ τίμημα. 'Εν ἡ περιπτώσει τὸ 'Ελληνικὸν Δημόσιον γνωστοποιήσῃ εἰς τὸν 'Ανάδοχον ὅτι ἐπιθυμεῖ νὰ προβῇ εἰς τὴν ἀγορὰν, τὸ 'Ελληνικὸν Δημόσιον καὶ ὁ 'Ανάδοχος θὰ συνυμολογήσων σύμβασιν πωλήσεως, περιλαμβανούσαν τοὺς ὁρους τῆς ρηθείσης προσφορᾶς. 'Εν ἡ περιπτώσει τὸ 'Ελληνικὸν Δημόσιον δὲν ἐπιθυμῇ νὰ ἀγοράσῃ τοὺς ἐν λόγω 'Υδρογονανθράκους δι' 'Εγχωρίους 'Ανάγκας ἢ ἐὰν δὲν γνωστοποιήσῃ τὴν περὶ τούτου πρόθεσιν του εἰς τὸν 'Ανάδοχον ἐντὸς τῆς προθεσμίας τῶν τριάκοντα (30) ἢ ἐξήκοντα (60) ἡμερῶν, ἀναλόγως τῆς περιπτώσεως, ὁ 'Ανάδοχος δικαιούται νὰ συνυμολογήσῃ μεθ' οἰουδήποτε τρίτου σύμβασιν πωλήσεως ὑπὸ τοὺς αὐτοὺς ὁρους τῆς κατὰ τὰ ἀνω γνωστοποιηθείσης προσφορᾶς καὶ εἰς ἐκτέλεσιν τῆς τοιαύτης συμβάσεως, νὰ παραδίδῃ ἐν τῇ ἡμεδαπῇ ἢ νὰ ἐξαγάγῃ, ἀναλόγως τῆς περιπτώσεως, τὴν περὶ ἧς ἡ σύμβασις πωλήσεως ποσότητα 'Υδρογονανθράκων καθ' ὅλην τὴν διάρκεια ταύτης.

'Εν περιπτώσει προσφορῶν διὰ μεμονωμένας πωλήσεις (spot sales) (ἥτοι διὰ βραχυπροθέσμου πωλήσεις ἀφορώσας παράδοσιν ἐνὸς μόνον φορτίου), ὁ 'Ανάδοχος διὰ τῆς πρὸς τὸ 'Ελληνικὸν Δημόσιον εἰδοποιήσεώς του, δύναται νὰ περιορίσῃ τὴν προμνησθεῖσαν προθεσμίαν τῶν τριάκοντα (30) ἡμερῶν εἰς ὅσον χρόνον ἀπαιτεῖται διὰ τὴν παρ' αὐτοῦ ἐγκαιρον ἀποδοχὴν μεμονωμένης προσφορᾶς πρὸς ἀγορὰν, ἐν πάσῃ ὅμως περιπτώσει, ἡ προθεσμία αὕτη δὲν δύναται νὰ περιορισθῇ εἰς χρόνον μικρότερον τῶν τριῶν (3) ἐργασίμων ἡμερῶν. Τῇ αἰτήσει τοῦ 'Αναδόχου, τὸ 'Ελληνικὸν Δημόσιον θὰ γνωστοποιήσῃ εἰς αὐτόν ἐὰν καὶ διὰ ποίαν χρονικὴν περίοδον ἐνδιαφέρεται τοῦτο νὰ ἀσκήσῃ τὸ προμνησθεὶς δικαίωμά του ἐπιλογῆς (option) διὰ τὰς ἀνωτέρω μεμονωμένας πωλήσεις. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον ἀπαντήσῃ ἀρνητικῶς, ἡ τοῦ αὐτῆς ἀρνητικὴ ἀπάντησις θεωρεῖται ὡς παραίτησις ἀπὸ τοδικαιώματός του ἐπιλογῆς (option) κατὰ τὴν προσδιορισθεῖσαν περίοδον.

Τὸ δικαίωμα ἐπιλογῆς τοῦ 'Ελληνικοῦ Δημοσίου βάσει τοῦ παρόντος 'Αρθρου 16.2 ἐφαρμόζεται ὡσαύτως καὶ ἐπὶ τῶν πωλήσεων πρὸς Συγγενεῖς 'Εταιρίας τοῦ 'Αναδόχου ὡς καὶ ἐπὶ ἐξαγωγῶν πρὸς διύλισιν εἰς ἴδια τοῦ 'Αναδόχου διυλιστήρια, ὑπὸ τὸν ὅρον ὅτι αἱ χρεούμεναι τιμαὶ εἶναι ἐλεύθεραι, ἀληθεῖς καὶ ἀνταγωνιστικαὶ ἀγοραῖαι τιμαί.

16.3. 'Επιφυλαττομένης τῆς ἐν 'Αρθρῳ 16.5 κατωτέρω ἀναφερομένης ἐξαιρέσεως διὰ τοὺς ἐκ τῆς περιοχῆς 'Εκμεταλλεύσεως τοῦ ΠΡΙΝΟΥ παραγομένους 'Υδρογονανθράκους, τὸ 'Ελληνικὸν Δημόσιον δικαιούται ὅπως λαμβάνῃ τὸν Συνολικὸν Μερίδιον αὐτοῦ ἐπὶ τῆς παραγωγῆς 'Υδρογονανθράκων, κατὰ τὰ ἐν ἄρθρῳ 14.5 ἀνωτέρω ὀριζόμενα εἴτε εἰς εἶδος εἴτε εἰς μετρητά. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον ἐπιθυμῇ νὰ λάβῃ τὸ σύνολον ἢ τμήμα τοῦ ρηθέντος Συνολικοῦ Μεριδίου του εἰς μετρητά, τὸ πρὸς τὸν σκοπὸν τοῦτον καταβληθὲν πρὸς αὐτὸ ποσὸν ἰσοῦται πρὸς τὸ γινόμενον τοῦ πολλαπλασιασμοῦ τῶν πωληθεισῶν ποσοτήτων ἐπὶ ταῖς ἀντιστοιχοῦσαις δι' αὐτὰς τιμαῖς πωλήσεως, ὡς αὗται καθορίζονται ἐν 'Αρθρῳ 17 τῆς παρούσης. 'Εὰν τὸ 'Ελληνικὸν Δημόσιον ἐπιθυμῇ νὰ λάβῃ εἰς εἶδος, τὸ σύνολον ἢ τμήμα τοῦ Συνολικοῦ του Μεριδίου 'Υδρογονανθράκων, ὡς τοῦτο καθορίζεται εἰς

τὸ ἄρθρον 14.5 ἀνωτέρω, ὀφείλει νὰ εἰδοποιήσῃ περὶ τούτου τὸν Ἀνάδοχον ἐγγράφως ἐνενήκοντα (90) τοῦλάχιστον ἡμέρας πρὸ τῆς ἐνάρξεως ἐκάστης τριετίας (Ζετίας), καθορίζον τὴν ἀκριβῆ ποσότητα τὴν ὁποίαν ἐπιθυμεῖ νὰ παραλάβῃ κατὰ τὴν περὶ ἧς πρόκειται τριετίαν (Ζετίαν). Πρὸς τὸν σκοπὸν τοῦτον, τὰ Συμβαλλόμενα Μέρη ἀποδέχονται, ὅτι ὁ Ἀνάδοχος ὀφείλει νὰ μὴ ὑπογράψῃ οἰανδήποτε σύμβασιν, διαρκείας μείζονος τῶν τριῶν (3) ἐτῶν, διὰ τὴν πώλησιν Ὑδρογονανθράκων, τοὺς ὁποίους τὸ Ἑλληνικὸν Δημοσίον δικαιοῦται νὰ λάβῃ, ἄνευ τῆς πρὸς τοῦτο ἐγγράφου συναινέσεως αὐτοῦ. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον παράσχω τὴν συναίνεσιν τὸν διὰ τμῆμα μόνον τοῦ Συνολικοῦ Μεριδίου τὸ ὁποῖον δικαιοῦται νὰ λάβῃ κατὰ τὰ προεκτεθέντα τὸ ὑπόλοιπον τοῦ ἐν λόγῳ Συνολικοῦ Μεριδίου ὅπερ τὸ Ἑλληνικὸν Δημόσιον θὰ λάβῃ εἰς εἶδος, διαρκούσης τῆς ἰσχύος τῶν ἐν λόγῳ συμβάσεων πωλήσεως, δέον νὰ ἀνέρχεται εἰς τοιαύτας ποσότητας μόνον, ὥστε νὰ μὴ τίθεται ἐν κινδύνῳ ἢ ὑπὸ τοῦ Ἀναδόχου ἐκτέλεσις τῶν ἐν λόγῳ συμβάσεων πωλήσεως. Ἐὰν συνεπείᾳ τῆς ἐπιλογῆς τοῦ Ἑλληνικοῦ Δημοσίου ὅπως λάβῃ Ὑδρογονανθράκας (Ἀργὸν Πετρέλαιον, Φυσικὰ Ἀέρια, ἢ οἰαδήποτε ὑποπροϊόντα) εἰς εἶδος, ἤθελον ἀπαιτηθῇ πρόσθετοι ἢ εἰδικαὶ ἐγκαταστάσεις, ἢ δαπάνη αὐτῶν θὰ βαρύνῃ τὸ Ἑλληνικὸν Δημόσιον καὶ θὰ καταβληθῇ ὑπ' αὐτοῦ.

16.4. Τὸ Ἑλληνικὸν Δημόσιον ἀναγνωρίζει, ὅτι αἱ ἀποτελοῦσαι τὸν Ἀνάδοχον Ἑταιρίαι δύνανται νὰ πωλῶσιν, ἐξάγωσιν ἢ ἄλλως πῶς διαθέτωσι κεχωρισμένως τὸ ἀναλογούν αὐταῖς μερίδιον ἐπὶ τοῦ συνόλου τῆς παραγωγῆς. Συμφωνεῖται, ὡς ἐκ τούτου, ὅτι ἐκάστη τῶν ἀποτελουσῶν τὸν Ἀνάδοχον Ἑταιριῶν δύνανται νὰ γνωστοποιῇ ἀπ' εὐθείας εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς προσφοράς τὰς ὁποίας λαμβάνει ἢ ὑποβάλλει, κατὰ τὰ ἐν Ἀρθρῳ 16.2 προβλεπόμενα, ὡσαύτως δὲ νὰ συνομολογῇ μετὰ τοῦ Ἑλληνικοῦ Δημοσίου συμβάσεις πωλήσεως, προϋποτιθεμένου ὅτι τοῦτο ἤθελεν ἀσκήσῃ τὸ δικαίωμά του ἐπιλογῆς. Αἱ τοιαῦται δὲ συμβάσεις πωλήσεως θὰ διέπουν τὰς μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἐκάστης τῶν ἐν λόγῳ Ἑταιριῶν σχέσεις, ἀναφορικῶς πρὸς τὰς πρὸς τὸ Ἑλληνικὸν Δημόσιον παραδόσεις Ὑδρογονανθράκων τούτων.

16.5. Κατὰ παρέκκλισιν τῶν ἐν ἄρθρῳ 16.2 καὶ 16.3 ἀνωτέρω ὀριζομένων, συνομολογεῖται ὅτι ἀπὸ τῆς ἡμερομηνίας Ἐνάρξεως Ἰσχύος τῆς παρούσης Συμβάσεως, ὁ Ἀνάδοχος δικαιοῦται νὰ συνάπτῃ βεβαίως καὶ δεσμευτικὰς συμβάσεις πωλήσεως καὶ διαθέσεως εἴτε ἐντὸς εἴτε ἐκτὸς Ἑλλάδος, τοῦ συνόλου (ἐκατὸν ἐπὶ τοῖς ἐκατὸν (100 %) τῶν ἐκ τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ παραγομένων καὶ διαθέσιμων Ὑδρογονανθράκων. Ἡ διάρκεια τῶν ἐν λόγῳ συμβάσεων δύνανται νὰ εἶναι μέχρι τριῶν (3) ἐτῶν, ἀρχομένων ἀπὸ τῆς πραγματικῆς ἡμερομηνίας ἐνάρξεως παραγωγῆς Ἀργοῦ Πετρελαίου εἰς ἐμπορικὴν κλίμακα ἐκ τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ. Ἐντὸς ἐνὸς (1) ἔτους ἀπὸ τῆς ἐν λόγῳ ἡμερομηνίας πραγματικῆς ἐνάρξεως παραγωγῆς εἰς ἐμπορικὴν κλίμακα ἐκ τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ, τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιήσῃ εἰς τὸν Ἀνάδοχον ἐὰν οὗτος θὰ δύνανται νὰ παρατείνῃ τὰς ἐν λόγῳ τριετεῖς (3/τεῖς) συμβάσεις πωλήσεων διὰ πρόσθετον περίοδον τριῶν (3) ἐτῶν ἢ ἐὰν τὸ Ἑλληνικὸν Δημόσιον θὰ λάβῃ ἐν ὅλῳ ἢ ἐν μέρει τὴν ρηθεῖσαν παραγωγὴν κατὰ τὴν πρόσθετον ταύτην τριετίαν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιλέξῃ νὰ λάβῃ ἐν ὅλῳ ἢ ἐν μέρει τὴν παραγωγὴν ταύτην, τοῦτο καὶ ὁ Ἀνάδοχος θὰ συνομολογήσῃ βεβαίαν καὶ δεσμευτικὴν σύμβασιν ἀγορᾶς Ἀργοῦ Πετρελαίου ἐντὸς προθεσμίας τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποιήσῃ πρὸς τὸν Ἀνάδοχον τὴν πρόθεσιν τὴν, ὅπως λάβῃ τὸ ὅλον ἢ τμῆμα τῆς παραγωγῆς ταύτης. Ἐνενήκοντα (90) τοῦλάχιστον ἡμέρας πρὸ τῆς ἐκπνοῆς τῆς πρώτης ὡς ἄνω ἐξαετοῦς (βετοῦς) περιόδου παραγωγῆς τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιήσῃ πρὸς τὸν Ἀνάδοχον ἐγγράφως ἐὰν προτίθεται νὰ λάβῃ εἰς χρῆμα ἢ εἰς εἶδος, ἐν ὅλῳ ἢ ἐν μέρει τὸ Συνολικὸν αὐτοῦ Μερίδιον, ὡς τοῦτο καθορίζεται ἐν τῷ ἀνωτέρῳ Ἀρθρῳ 14.5, ἐπὶ τῶν Ὑδρογονανθράκων ἐκ τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ διὰ τὴν ἐπομένην τριετίαν (Ζετίαν), ἥτις

δύνανται ὡσαύτως νὰ παραταθῇ διὰ μίαν εἰσέτι τριετίαν (Ζετίαν) κατὰ τὸν προεκτεθέντα τρόπον, τοῦ δικαιώματος ἐπιλογῆς τοῦ Ἑλληνικοῦ Δημοσίου ἀσκουμένου ἐν (1) τοῦλάχιστον ἔτος πρὸ τῆς λήξεως ἐκάστης τριετίας (Ζετίας). Αἱ τοιαῦται γνωστοποιήσεις θὰ γίνωνται συμφώνως πρὸς τὰ ἐν τῷ ἀνωτέρῳ Ἀρθρῳ 16.3 ὀριζόμενα, αἱ διατάξεις τοῦ ὁποίου ἐφαρμόζονται ὡσαύτως καὶ ἐπὶ τῆς ἀσκήσεως τοῦ δικαιώματος ἐπιλογῆς τοῦ Ἑλληνικοῦ Δημοσίου δι' ἀπάσας τὰς ἐπομένας τριετίας (Ζετίας) διὰ τὸ Συνολικὸν Μερίδιον αὐτοῦ ἐπὶ τῶν παραγομένων Ὑδρογονανθράκων ἐκ τῆς Περιοχῆς Ἐκμεταλλεύσεως ΠΡΙΝΟΥ.

16.6. Ἀπασαὶ αἱ παραδόσεις Ὑδρογονανθράκων ὑπὸ τοῦ Ἀναδόχου πρὸς τὸ Ἑλληνικὸν Δημόσιον θὰ γίνωνται εἰς τὰ κάτωθι σημεῖα :

Τοῦ Ἀργοῦ Πετρελαίου, τῶν Φυσικῶν Ἀερίων καὶ τῆς Φυσικῆς Βενζίνης εἰς τὰ F.O.B. σημεῖα παραδόσεως τῶν ἐγκαταστάσεων τοῦ Ἀναδόχου ἐκάστης ἀντιστοίχου Περιοχῆς Ἐκμεταλλεύσεως.

Τοῦ θείου εἰς τὰς ἀπ' ἰθνηκευτικὰς ἐγκαταστάσεις τοῦ Ἀναδόχου.

Ἐν περιπτώσει ἀσκήσεως ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου τοῦ δικαιώματος ἐπιλογῆς αὐτοῦ, κατὰ τὰ ἐν Ἀρθρῳ 16.2 ὀριζόμενα καὶ ἐφ' ὅσον τοῦτο ἐπιθυμεῖ ὅπως αἱ εἰς αὐτὸ παραδόσεις γίνωνται εἰς ἕτερα σημεῖα, θὰ λάβῃ χώραν προσήκουσα προσαρμογὴ τιμῆς, αἰτήσῃ ἐκατέρου τῶν Μερῶν. Ἀπασαὶ αἱ δαπάναι καὶ κόστος τοῦ Ἀναδόχου διὰ τὴν πραγματοποίησιν τῶν τοιούτων παραδόσεων, μέχρι τοῦ σημείου παραδόσεως, περιλαμβάνονται εἰς τὸ Κόστος Πετρελαίου.

16.7. Ὁ Ἀνάδοχος δικαιοῦται ὅποτεδήποτε, ὅπως ἐξάγῃ οἰανδήποτε παραγωγὴν Ὑδρογονανθράκων, ἥτις ἔσται καθ' ὑπέρβασιν τῶν ποσοτήτων, αἱ ὁποῖαι εἴτε θὰ παραδοθῶν εἰς τὸ Ἑλληνικὸν Δημόσιον, βάσει τῶν ἀνωτέρω διατάξεων τοῦ παρόντος Ἀρθροῦ εἴτε θὰ πωληθῶν ἐπιτοπίως πρὸς ἱκανοποίησιν τῶν Ἐγχωρίων Ἀναγκῶν, συμφώνως πρὸς τὰς διατάξεις τῆς Ἀρθροῦ 19 κατωτέρω. Ἀπασαὶ αἱ τοιαῦται ἐξαγωγαὶ θὰ γίνωνται ἐλευθέρως, καθ' οἰονδήποτε τρόπον, δι' οἰονδήποτε μέσων καὶ ὑφ' οἰαδήποτε συνθήκας καθορίζει ὁ Ἀνάδοχος, χωρὶς νὰ ἀπαιτῇται οἰαδήποτε εἰδικὴ ἄδεια ἐξαγωγῆς ἢ ἕτερα τοιαύτη, ὅπως δὲποτε συμφώνως πρὸς τὴν συνήθη ἐμπορικὴν πρακτικὴν καὶ εἰς ἐλευθέρως, εὐλόγους καὶ ἀνταγωνιστικὰς ἀγοραίας τιμὰς, ἐν ἐκάστη περιπτώσει.

Ἀπασαὶ αἱ ὑπὸ τοῦ Ἀναδόχου πραγματοποιούμεναι ἐξαγωγαὶ καὶ πωλήσεις Ὑδρογονανθράκων ἐκτὸς τῆς Ἑλλάδος ἀπαλλάσσονται παντὸς ἐξαγωγικοῦ τέλους, ὡς καὶ παντὸς φόρου, τέλους καὶ ἐπιβαρύνσεως, ὁ δὲ Ἀνάδοχος δικαιοῦται ὅπως παρακρατῇ ἐν τῇ ἀλλοδαπῇ τὸ προϊόν τῶν ἐν λόγῳ ἐξαγωγῶν, κατὰ τὰ ἐν τῷ κατωτέρῳ Ἀρθρῳ 20 εἰδικώτερον ὀριζόμενα. Ὡσαύτως, καὶ ὑπὸ τοὺς προεκτεθέντας ὅρους ὁ Ἀνάδοχος δικαιοῦται νὰ πωλῇ ἐν Ἑλλάδι τὰς ὡς ἄνω καθ' ὑπέρβασιν ποσότητας Ὑδρογονανθράκων.

Ἄρθρον 17.

Καθορισμὸς τῆς Ἀξίας τῶν Ὑδρογονανθράκων.

17.1. Ἐπὶ τῷ τέλει τοῦ καθορισμοῦ τῆς ἀξίας τῶν ὑπὸ τοῦ Ἀναδόχου παραγομένων Ὑδρογονανθράκων διὰ τοὺς σκοποὺς :

(1) τῆς ἀποσβέσεως τοῦ Κόστους Πετρελαίου.

(2) τοῦ καθορισμοῦ τοῦ Συνολικοῦ Μεριδίου τοῦ Ἑλληνικοῦ Δημοσίου ἐπὶ τῶν Ὑδρογονανθράκων εἴτε εἰς εἶδος εἴτε εἰς τὸ ἐκ τῆς πωλήσεως τούτων προερχόμενον τίμημα.

(3) τοῦ ὑπολογισμοῦ τοῦ Φόρου Εἰσοδήματος τοῦ Ἀναδόχου, πληρωτέου εἰς τὰς Ἑλληνικὰς Φορολογικὰς Ἀρχάς, καὶ

(4) οἰωνδήποτε ἐτέρων ὑπολογισμῶν βάσει τῆς παρούσης Συμβάσεως, θὰ ἐφαρμόζονται τὰ κάτωθι κριτήρια, βασιζόμενα ἐπὶ πωλήσεων πρὸς Ἀνεξαρτήτους τρίτους Ἀγοραστάς.

(α) Ἀργὸν Πετρελαῖον. Ἡ τιμὴ τοῦ Ἀργοῦ Πετρελαίου θὰ ὑπολογίζεται βάσει τῶν πραγματικῶν ἐσόδων ἐκ πωλήσεων F.O.B. σημείον παραδόσεως, πραγματοποιηθεῖσάν ὑπὸ τοῦ Ἀναδόχου δι' ἑκαστον βαρέλιον Ἀργοῦ Πετρελαίου, πωληθέν κατὰ τὴν περὶ ἧς πρόκειται χρονικὴν περίοδον.

(β) Φυσικὰ Ἀέρια. Ἡ τιμὴ τῶν Φυσικῶν Ἀερίων θὰ ὑπολογίζεται βάσει τῶν πραγματικῶν ἐσόδων ἐκ πωλήσεων F.O.B. σημείον παραδόσεως, πραγματοποιηθεῖσάν ὑπὸ τοῦ Ἀναδόχου δι' ἑκαστον κυβικὸν μέτρον αερίων, μετρούμενον ὑπὸ κανονικὰς συνθήκας, πωληθέν κατὰ τὴν περὶ ἧς πρόκειται χρονικὴν περίοδον.

(γ) Φυσικὴ Βενζίνη. Ἡ τιμὴ τῆς Φυσικῆς Βενζίνης θὰ ὑπολογίζεται βάσει τῶν πραγματικῶν ἐσόδων ἐκ πωλήσεων F.O.B. σημείον παραδόσεως πραγματοποιηθεῖσάν ὑπὸ τοῦ Ἀναδόχου δι' ἑκαστον βαρέλιον πωληθέν κατὰ τὴν περὶ ἧς πρόκειται χρονικὴν περίοδον.

(δ) Θεῖον καὶ ἕτερα Ὑποπροϊόντα. Ἡ τιμὴ τοῦ Θείου καὶ ἐτέρων Ὑποπροϊόντων θὰ ὑπολογίζεται βάσει τῶν πραγματικῶν ἐσόδων ἐκ πωλήσεων εἰς τὸ σημείον παραδόσεως αὐτῶν ἐν Ἑλλάδι, πραγματοποιηθεῖσάν ὑπὸ τοῦ Ἀναδόχου δι' ἑκαστον μετρικὸν τόννον προκειμένου περὶ τοῦ Θείου καὶ διὰ τὴν προσήκουσαν μονάδα προκειμένου περὶ ἐτέρων Ὑποπροϊόντων, πωληθέντα κατὰ τὴν περὶ ἧς πρόκειται χρονικὴν περίοδον.

§17.2. Εἰς ἣν περίπτωσιν, κατὰ τὴν περὶ ἧς πρόκειται περίοδον, δὲν ἐπραγματοποιήθησαν πωλήσεις ὑπὸ τοῦ Ἀναδόχου πρὸς Τρίτους Ἀνεξαρτήτους Ἀγοραστὰς οἰουδήποτε ἢ καὶ ἀπάντων τῶν περὶ ὧν ἄνω προϊόντων, τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ Ἀνάδοχος συμφωνοῦν ὅπως, ἐν τῇ περιπτώσει ταύτῃ, καθορίσουν ἀπὸ κοινοῦ τὰς χρησιμοποιηθησόμενας τιμὰς, ἀνὰ μονάδα πωληθέντος προϊόντος, βάσει τῶν τιμῶν πωλήσεως ὁμοειδῶν προϊόντων, ἀγορασθέντων ἐν τῇ διεθνῇ ἀγορᾷ τῶν χωρῶν τῆς Ἀνατολικῆς Μεσογείου, λαμβανομένων δεδόντως ὑπ' ὄψιν τῶν διαφορῶν εἰς τὴν ποιότητα, εἰδικὸν βάρος, μεταφορικά, διάρκειαν ἀγορᾶς ὡς ἐπίσης καὶ εἰς τὰς τιμὰς μετατροπῆς τῶν οἰκείων νομισμάτων, τὰς ἰσχυοῦσας συμφώνως πρὸς τὸ Ἐπίσημον Δελτίον τῆς Τραπεζῆς τῆς Ἑλλάδος, κατὰ τὴν ἡμέραν τῆς πωλήσεως.

Ἄρθρον 18.

Μέτρησις Ὑδρογονανθράκων.

18.1. Αἱ ὑπὸ τοῦ Ἀναδόχου παραγόμεναι ποσότητες Ὑδρογονανθράκων θὰ μετρῶνται εἰς τὸν ἀποθηκευτικὸν τῶν χώρων, προκειμένου περὶ τοῦ Ἀργοῦ Πετρελαίου καὶ τῆς Φυσικῆς Βενζίνης καὶ εἰς τὸ σημείον παραδόσεως διὰ τὸ Φυσικὸν Ἀέριον. Πρὸς τὸν σκοπὸν τοῦτον ὁ Ἀνάδοχος ὀφείλει νὰ ἐγκαταστήσῃ προσήκοντα ὅργανα μετρήσεως, ἀνταποκρινόμενα πρὸς τὰ πρότυπα τὰ συνήθως ἰσχύοντα ἐν τῇ διεθνῇ πρακτικῇ πετρελαίων. Ἔτερα ὑποπροϊόντα, ὡς ἐνδεικτικῶς τὸ Θεῖον, θὰ μετρῶνται εἰς τὸν ἀποθηκευτικὸν τῶν χώρων.

18.2. Οἱ ἐντεταλμένοι ἐκπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται, ὅποτεδήποτε, διαρκουσῶν τῶν κανονικῶν ὥρων ἐργασίας, νὰ ἐξετάζουν τὰς περὶ ὧν ἄνω μετρήσεις καὶ νὰ ἐλέγχουν τὰ χρησιμοποιούμενα ὅργανα. Ὁ Ἀνάδοχος οὐδένα κίνδυνον ἀναλαμβάνει δι' ἀτυχήματα ἢ ζημίας, ἅτινα ἐνδέχεται νὰ ἐπισυμβῶν, διαρκουσῶν τῶν ἀνωτέρω ἐξετάσεων ἢ ἐλέγχων ἐξ ὑπαιτιότητος τῶν ρηθέντων ἐντεταλμένων ἐκπροσώπων. Ἐὰν ὁ Ἀνάδοχος ἐπιθυμῇ νὰ τροποποιήσῃ τὰ ὅργανα μετρήσεως, ὀφείλει νὰ εἰδοποιήσῃ περὶ τούτου τὸ Ἑλληνικὸν Δημόσιον, ἐντὸς εὐλόγου προθεσμίας ἵνα οἱ ἐκπρόσωποι τούτου παρίστανται κατὰ τὴν ὡς εἴρηται τροποποίησιν.

18.3. Οἷσθεν νοεῖται ὅτι αἱ μὴ πωληθεῖσαι ποσότητες παραχθέντων Ὑδρογονανθράκων, χρησιμοποιηθεῖσαι ὑπὸ τοῦ Ἀναδόχου διὰ τὰς ἐργασίας του, εἴτε ὡς καύσιμον εἴτε διὰ τὴν ἀποκατάστασιν τῆς πιέσεως ἐν τῷ κοιτάσματι εἴτε ἀπολεσθεῖσαι ἀναποφεύκτως κατὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν, δὲν θὰ ὑπόκεινται εἰς μέτρησιν καὶ καθορισμὸν τῆς ἀξίας, διὰ τοὺς σκοποὺς τοῦ ἀνωτέρω ἁρθροῦ 14.

Ἄρθρον 19.

Φυσικὰ Ἀέρια, Φυσικὴ Βενζίνη καὶ Θεῖον.

19.1. Ἐπὶ παροχῆς Ἀδείας Ἑκμεταλλεύσεως πρὸς ἐκμετάλλευσιν ἀνευρεθέντος κοιτάσματος Φυσικῶν Ἀερίων ἐφαρμόζονται ἅπασαι αἱ διατάξεις τῆς παρούσης Συμβάσεως, πρὸς τὸν σκοπὸν δὲ τοῦ καθορισμοῦ τῆς κλιμακώσεως τοῦ σχετικοῦ ὕψους τοῦ Συνολικοῦ Μεριδίου τοῦ Ἑλληνικοῦ Δημοσίου διὰ τὴν ἐφαρμογὴν τοῦ ἁρθροῦ 14, ἀνωτέρω, ὁ ἡμερήσιος ὄγκος τῶν παραγομένων Φυσικῶν Ἀερίων θὰ ἀνάγεται εἰς ἡμερήσιον ὕψος παραγωγῆς Ἀργοῦ Πετρελαίου δι' ἐξευρέσεως τοῦ ἀριθμοῦ τῶν βαρελίων Ἀργοῦ Πετρελαίου (τοῦ ὁποίου ἡ ἀνὰ βαρέλιον τιμὴ καθορίζεται συμφώνως πρὸς τὸ ἄρθρον 17 ἀνωτέρω), διὰ τοῦ ὁποίου θὰ ἐπιτυγχάνετο ἡ αὐτὴ χρηματικὴ ἀξία πρὸς τὴν ἐπιτευχθεῖσαν, ἐκ τῆς ὡς ἄνω παραγωγῆς Φυσικῶν Ἀερίων ἐπὶ ἀντίστοιχον χρονικὸν διάστημα.

19.2. Τὸ Ἑλληνικὸν Δημόσιον, ἐπιφυλασσομένου τοῦ δικαιώματος αὐτοῦ ὅπως ἀγοράσῃ τὸ σύνολον ἢ τμήμα τῶν Φυσικῶν Ἀερίων πρὸς ἱκανοποίησιν Ἑγχωρίων Ἀναγκῶν κατὰ τὰ ἐν ἁρθρῳ 16 ἀνωτέρω προβλεπόμενα, θὰ χωρήσῃ εἰς τὰς ἀπαιτούμενας ἐνεργείας, διὰ νὰ συνδράμῃ τὸν Ἀνάδοχον, ἵνα οὗτος δημιουργήσῃ ἐγχώριον ἀγορὰν Φυσικῶν Ἀερίων καὶ συνάπτῃ συμβάσεις πωλήσεων διὰ τὰ Φυσικὰ ταῦτα Ἀέρια. Αἱ τιμαὶ πωλήσεως τῶν τοιούτων συμβάσεων θὰ καθορίζονται ἐπὶ δικαίας, ἐλευθέρας καὶ συναγωνιστικῆς βάσεως.

19.3. Ἐὰν ὁ Ἀνάδοχος κρίνῃ ὅτι τὰ ἐντὸς περιοχῆς τινος κοιτάσματος Φυσικῶν Ἀερίων ἀνευρεθέντα Φυσικὰ Ἀέρια δὲν εἶναι ἐμπορικῶς ἐκμεταλλεύσιμα, ταῦτα δύνανται νὰ χρησιμοποιηθῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, εἰδοποιούντος τὸν Ἀνάδοχον ἐγγράφως πρὸς τριῶν (3) τοῦλάχιστον μηνῶν, ὅτι ἐπιθυμεῖ ὅπως λάβῃ καὶ διαθέσῃ τοῦτο τὰ ἐν λόγῳ Φυσικὰ Ἀέρια. Ἀμα τῇ λήψει τῆς τοιαύτης εἰδοποιήσεως καὶ κατόπιν αἰτήσεως τοῦ Ἑλληνικοῦ Δημοσίου, ὁ Ἀνάδοχος δύναται, ἐφ' ὅσον ἐπιθυμεῖ, νὰ ἀναλάβῃ αὐτὸς οὗτος τὴν κατασκευὴν, ἀποκλειστικῶς δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, τοῦ ἀγωγοῦ καὶ τῶν σχετικῶν ἐγκαταστάσεων, αἵτινες εἶναι ἀπαραίτητοι διὰ τὴν παράδοσιν τῶν ἐν λόγῳ Φυσικῶν Ἀερίων πρὸς τὸ Ἑλληνικὸν Δημόσιον, εἰς σημείον παραδόσεως ἐπιλεγόμενον ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου. Ἐν ἡ περιπτώσει ὁ Ἀνάδοχος ἤθελεν ἀποφασίσῃ νὰ μὴ ἀναλάβῃ τὴν κατασκευὴν τῶν τοιούτων ἐγκαταστάσεων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ χρησιμοποιήσῃ ἐργολάβους τῆς ἐπιλογῆς του διὰ τὸ ρηθὲν ἔργον, λαμβανομένης μερίμνης ὅπως μὴ παρεμποδίζωνται αἱ λοιπαὶ ἐργασίαι Πετρελαίου τοῦ Ἀναδόχου.

Ἀπασαὶ αἱ δαπάναι, περιλαμβανομένων τῶν δαπανῶν τῆς προτεράς ἐρευνῆς καὶ τῶν τρεχουσῶν δαπανῶν λειτουργίας εἰς ἃς ὑπεβλήθη ὁ Ἀνάδοχος καὶ οἱ ἐργολάβοι καὶ ὑπεργολάβοι του ἐν σχέσει πρὸς τὴν ἀνεύρεσιν καὶ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου λήψιν τῶν φυσικῶν Ἀερίων, δὲν θεωρεῖται ὅτι ἀποτελοῦν τμήμα τοῦ Κόστους τοῦ Πετρελαίου, ἀλλὰ λογίζεται ὅτι ἐγένοντο διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου, τὸ ὅποιον καὶ ὑποχρεοῦται ὅπως καταβάλλῃ τὸ πλήρες ποσὸν τῶν δαπανῶν τούτων.

19.4. Φυσικὰ Ἀέρια μὴ χρησιμοποιούμενα εἰς τὰς Ἑργασίας Πετρελαίου οὐδὲ πωλούμενα δύνανται νὰ καίωνται (flared) ὑπὸ τοῦ Ἀναδόχου. Ἐν τούτοις, ἡ τοιαύτη καῦσις θὰ λαμβάνῃ χώραν μόνον ἐφ' ὅσον τὸ σύνολον ἢ τμήμα τῆς παραγωγῆς τῶν ἐν λόγῳ αερίων δὲν δύναται νὰ χρησιμοποιηθῇ ἐπωφελῶς πρὸς βελτίωσιν τοῦ βαθμοῦ τῆς μεγίστης οἰκονομικῆς ἀπολήψεως τοῦ Ἀργοῦ Πετρελαίου δι' ἐπανεἰσαγωγῆς (re-injection).

19.5. Πρόθεσις τοῦ Ἑλληνικοῦ Δημοσίου εἶναι ὅπως ὁλόκληρον τὸ μερίδιον τοῦ Ἀναδόχου ἐπὶ τῆς παραγωγῆς Θείου παραμῆνῃ ἐν Ἑλλάδι, πρὸς κάλυψιν τῶν ἀναγκῶν τῆς ἐσωτερικῆς καταναλώσεως. Ὁ Ἀνάδοχος φέρει τὴν εὐθύνην διὰ τὴν πώλησιν τοῦ Θείου τούτου εἴτε ὡς καθαροῦ Θείου εἰς τὴν τιμὴν αὐτοῦ εἴτε οἰουδήποτε ὑποπροϊόντος αὐτοῦ εἰς τὴν τιμὴν αὐτοῦ, πρὸς τὸ Ἑλληνικὸν Δημόσιον,

κατά τὰ ἐν Ἀρθρῷ 16.2 ἀνωτέρω ὀριζόμενα εἴτε πρὸς οἰκονομικὴ Συγγενή αὐτοῦ Ἑταιρίαν εἴτε πρὸς Τρίτον, πρὸς τὸν σκοπὸν τῆς ἐν Ἑλλάδι χρησιμοποίησώς του. Ἀπασαί αἱ ἐν λόγῳ πωλήσεις θὰ συνομολογῶνται εἰς ἀληθεῖς ἐλευθέρως καὶ συναγωνιστικὰς τιμὰς ὁμοίου τύπου θείου, παραδιδόμενου ἐν Ἑλλάδι κατὰ τὸν χρόνον τῆς ἀντιστοίχου πωλήσεως.

19.6. Οἱ Συμβαλλόμενοι ἀναγνωρίζουν καὶ συμφωνοῦν ὅτι, ἐν τῷ μέτρῳ τοῦ δυνατοῦ, ἡ πρὸς ἐπιτόπιον χρῆσιν ἢ πρὸς ἐξαγωγὰς ἐπεξεργασία τῆς Φυσικῆς Βενζίνης θὰ πραγματοποιῆται ἐν Ἑλλάδι. Περαιτέρω οἱ Συμβαλλόμενοι ἀναγνωρίζουν, ὅτι αἱ διὰ τὴν τοιαύτην ἐπεξεργασίαν ἀπαραίτητοι ἐγκαταστάσεις θεωροῦνται οἰκονομικαί, μόνον ἐὰν ὑφίστανται πρὸς ἐπεξεργασίαν ἀρκετὰ ποσότητες τοιαύτης Φυσικῆς Βενζίνης καὶ ἐφ' ὅσον πληροῦνται καὶ ἕτεραι οἰκονομικαὶ προϋποθέσεις. Τὸ Ἑλληνικὸν Δημόσιον ἐπιφυλασσόμενον τοῦ δικαιώματός του πρὸς ἱκανοποίησιν τῶν ἐγχωρίων Ἀναγκῶν, συμφωνεῖ ὅτι, ὅσον ἀφορᾷ εἰς τὸ ἑκατὸν ἐπὶ τοῖς ἑκατὸν (100 %) τῆς παραγωγῆς Φυσικῆς Βενζίνης, ἐκ τῆς Περιοχῆς Ἑκμεταλλεύσεως τοῦ ΠΡΙΝΟΥ, ὁ Ἀνάδοχος δύναται ὅπως ἀπὸ τῆς ἡμερομηνίας Ἐνάρξεως Ἰσχύος τῆς παρούσης, συνάπτει συμβάσεις πωλήσεως διαρκείας μέχρι τριῶν (3) ἐτῶν ἐκάστην φορὰν καὶ ὅτι τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται ὅπως, ἐντὸς ἐνὸς ἔτους ἀπὸ τῆς ἐνάρξεως τῆς πραγματικῆς παραγωγῆς τῆς ἐν λόγῳ Φυσικῆς Βενζίνης γνωστοποιήσῃ πρὸς τὸν Ἀνάδοχον κατὰ πόσον αἱ τοιαῦται συμβάσεις πωλήσεως δύνανται νὰ παραταθῶν ἐπὶ μίαν εἰσέτι τριετίαν ἢ κατὰ πόσον θὰ ἀναλάβῃ τοῦτο τὸ σύνολον ἢ τμήμα τῆς ἐν λόγῳ Φυσικῆς Βενζίνης διὰ περίοδον ὡσάυτως τριῶν (3) ἐτῶν. Ἐντὸς ἐξ (6) μηνῶν ἀπὸ τῆς ἡμερομηνίας κτήσεως οἰασθῆποτε μελλούσης Ἀδείας Ἑκμεταλλεύσεως, τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιήσῃ καθ' ὅμοιον τρόπον τὰς προθέσεις του ὡς πρὸς τὴν διάθεσιν τῶν ἐκ τῆς ἀντιστοίχου Περιοχῆς Ἑκμεταλλεύσεως παραγομένης Φυσικῆς Βενζίνης.

Αἱ τιμαὶ εἰς τὰς ὁποίας ὁ Ἀνάδοχος θὰ πωλῇ τὴν τοιαύτην Φυσικὴν Βενζίνη δέον ὅπως εἶναι ἀληθεῖς, ἐλεύθεραι καὶ συναγωνιστικαί.

Ἀρθρον 20.

Ἀλλοδαπὸν Συνάλλαγμα.

20.1. Ὁ Ἀνάδοχος, ἐφ' ὅσον χρόνον δὲν πραγματοποιεῖ ἔσοδα ἐκ τῆς πωλήσεως Ὑδρογονανθράκων βάσει τῆς παρούσης Συμβάσεως, ὑποχρεοῦται ὅπως χρηματοδοτῇ τὰς ἔργασίας Πετρελαίου ἀποκλειστικῶς διὰ τῶν εἰς ἄλλοδαπὸν συνάλλαγμα κεφαλαίων του κατὰ τὸν ἀκόλουθον τρόπον :

(α) Διὰ τῆς εἰς δραχμὰς μετατροπῆς Δολλαρίων ΗΠΑ ἢ ἄλλοδαποῦ συναλλάγματος ἐλευθέρως μετατρέψιμου εἰς Δολλάρια ΗΠΑ, μέσω Τραπεζῶν ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς ἑλληνικὸν νόμισμα καὶ ἄλλοδαπὸν συνάλλαγμα καὶ δὴ εἰς ποσότητα, ἐπαρκεῖς διὰ τὴν διὰ δραχμῶν κάλυψιν τῶν εἰς μετρητὰ δαπανῶν λειτουργίας τοῦ Ἀναδόχου, περιλαμβανομένων οἰωνδήποτε πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

(β) Διὰ τῆς εἰς τὸ Ἐξωτερικὸν διὰ τῶν εἰς ἄλλοδαπὸν συνάλλαγμα κεφαλαίων του ἀπ' εὐθείας ἀγορᾶς καὶ ἢ μισθώσεως καὶ τῆς ἐλευθέρως καὶ ἀπεριορίστου εἰσαγωγῆς καὶ ἢ χρησιμοποίησεως ἐν Ἑλλάδι πάντων τῶν ἀναγκαζούντων εἰς τὸν Ἀνάδοχον διὰ τὰς βάσει τῆς παρούσης Συμβάσεως ἐργασίας τοῦ μηχανημάτων, ἐξοπλισμοῦ, ὑλικῶν καὶ πάσης φύσεως ὑπηρεσιῶν.

20.2. Ἀμα τῇ ἐνάρξει τῆς παραγωγῆς, ὁ Ἀνάδοχος δικαιούται νὰ ἀντιμετωπίζῃ τὸ Κόστος Πετρελαίου ἐν Ἑλλάδι εἰς μετρητὰ ἐκ τῶν εἰς δραχμὰς ἐσόδων, τῶν ἀποκτωμένων ὑπ' αὐτοῦ ἐκ τῶν κατὰ τοὺς ὅρους τοῦ ἄρθρου 16 τῆς παρούσης πωλήσεων εἰς τὴν ἐγχώριον ἀγοράν. Ὅσακις τὰ εἰς δραχμὰς ἔσοδα τοῦ Ἀναδόχου ὑπερβαίνουν τὰς εἰς μετρητὰ λειτουργικὰς ἀνάγκας του εἰς δραχμὰς, ὁ Ἀνάδοχος θὰ τυγχάνῃ ἀδείας ὅπως μεταφέρῃ εἰς τὸ Ἐξωτερικόν, βάσει τῶν ἐν τῷ Ἀρθρῷ 20.6 κατωτέρω ὀριζομένων, τὰ ἐν λόγῳ εἰς δραχμὰς πλεονάσματα, τὰ προερχόμενα ἐκ τῆς ἐγχωρίου πωλήσεως Ὑδρογονανθράκων. Αἱ μεταφοραὶ αὐταὶ θὰ πραγ-

ματοποιῶνται διὰ τῆς μετατροπῆς δραχμῶν εἰς Δολλάρια ΗΠΑ ἢ εἰς ἕτερον νόμισμα μετατρέψιμον εἰς Δολλάρια ΗΠΑ. Ἐν τούτοις ὁ Ἀνάδοχος ἐπιτρέπεται ὡσαύτως ὅπως διαζευκτικῶς κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματα καὶ καταθέτῃ ταῦτα εἰς ἐντόκους τραπεζικοὺς λογαριασμοὺς καὶ, κατόπιν προηγουμένης ἐγκρίσεως τῆς Τραπεζῆς τῆς Ἑλλάδος, ἐπενδύῃ ταῦτα εἰς χρεώγραφα ἢ οἰωνδήποτε ἕτερον ἐπένδυσιν, μὴ ἀπαγορευομένην εἰς ἄλλοδαπούς, ὑπὸ τῶν ἐν Ἑλλάδι γενικῶς ἰσχυόντων νόμων. Αἱ διατάξεις τῆς ἐκάστοτε ἰσχύουσας Ἑλληνικῆς Νομοθεσίας περὶ δεσμεύσεως τῶν ἐκτελεστέων ἐν Ἑλλάδι ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ὡς καὶ περὶ δεσμεύσεως μετοχῶν, ὁμολογιῶν καὶ λοιπῶν περιουσιακῶν στοιχείων, δὲν ἐφαρμόζονται εἰς τὰς περιπτώσεις ταύτας.

20.3.α) Ὁ Ἀνάδοχος δικαιούται, ὡσαύτως, νὰ κρατῇ ἐν τῷ Ἐξωτερικῷ καὶ νὰ διαθέτῃ ἐλευθέρως ὁλόκληρον τὸ εἰς ἄλλοδαπὸν συνάλλαγμα προϊόν, τὸ ἀπομένον μετὰ τὴν διὰ δραχμῶν κάλυψιν τῶν εἰς μετρητὰ λειτουργικῶν ἀναγκῶν τοῦ Ἀναδόχου, περιλαμβανομένων τῶν ἐσόδων εἰς ἄλλοδαπὸν συνάλλαγμα τῶν κτωμένων ἐξ ἐξαγωγῶν Ὑδρογονανθράκων, κατὰ τοὺς ὅρους τοῦ Ἀρθρου 16 τῆς παρούσης ἢ ἐξ ἄλλων πηγῶν ὡς προβλέπεται ἐν τῇ παρούσῃ Συμβάσει καὶ τῶν ἐξ Ἑλλάδος μεταφερθέντων πλεονασμάτων εἰς δραχμὰς κατὰ τὰς διατάξεις τοῦ παρόντος Ἀρθρου 20.

β) Ἀντιθέτως, ἐὰν τὰ εἰς δραχμὰς ἔσοδα ἐκ τῆς ἐγχωρίου πωλήσεως Ὑδρογονανθράκων δὲν ἐπαρκοῦν διὰ τὴν διὰ δραχμῶν κάλυψιν τῶν εἰς μετρητὰ λειτουργικῶν ἀναγκῶν τοῦ Ἀναδόχου, ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως μετατρέπῃ εἰς δραχμὰς, μέσω Τραπεζῶν ἐπισήμως ἐξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ἄλλοδαπὸν συνάλλαγμα, δολλάρια ΗΠΑ ἢ ἄλλοδαπὸν συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια ΗΠΑ, εἰς ποσότητας ἐπαρκεῖς διὰ τὴν διὰ δραχμῶν ἀντιμετώπισιν τῶν εἰς μετρητὰ λειτουργικῶν ἀναγκῶν τοῦ Ἀναδόχου.

γ) Κατὰ παρέκκλισιν τῆς διατάξεως τῆς προηγουμένης περιπτώσεως (β) τοῦ παρόντος Ἀρθρου 20.3, τὸ Ἑλληνικὸν Δημόσιον δικαιούται κατὰ τὴν κρίσιν του ὅπως ἐπιτρέπῃ εἰς τὸν Ἀνάδοχον νὰ μεταφέρῃ εἰς τὴν Ἑλλάδα συνάλλαγμα, μὴ ἐλευθέρως μετατρέψιμον εἰς Δολλάρια ΗΠΑ.

20.4. Συμφωνεῖται ὅτι ὁ Ἀνάδοχος ὀφείλει νὰ καλύπτῃ πλήρως τὰς εἰς ἄλλοδαπὸν συνάλλαγμα δαπάνας του βάσει τῆς παρούσης Συμβάσεως, συμπεριλαμβανομένων τῶν ἀγορῶν ἢ καὶ μισθώσεων τῶν ἀναγκαίων διὰ τὰς ἐργασίας του βάσει τῆς παρούσης Συμβάσεως, μηχανημάτων, ἐξοπλισμοῦ, ὑλικῶν καὶ ὑπηρεσιῶν οἰασθῆποτε φύσεως διὰ τῆς παρακρατήσεως ἐν τῇ ἄλλοδαπῇ βάσει τοῦ παρόντος ἄρθρου τοῦ προϊόντος τῶν πωλήσεων αὐτοῦ καὶ ὅτι, ἐπιφυλασσόμενον τοῦ δικαιώματος τοῦ Ἀναδόχου ὅπως λαμβάνῃ κεφάλαια εἰς ξένον συνάλλαγμα, βάσει τῶν ἐν τῷ κατωτέρῳ Ἀρθρῷ 20.6 ὀριζομένων, τὸ Ἑλληνικὸν Δημόσιον, οὐδεμίαν ὑποχρέωσιν ὑπέχει ὅπως χορηγήσῃ εἰς τὸν Ἀνάδοχον πρόσθετα κεφάλαια εἰς ξένον συνάλλαγμα.

20.5. Διὰ τοὺς σκοποὺς τῆς παρούσης Συμβάσεως, ἔσοδα εἰς δραχμὰς, ὑπερβαίνοντα τὰς εἰς μετρητὰ λειτουργικὰς ἀνάγκας τοῦ Ἀναδόχου εἰς δραχμὰς ὡς καὶ πλεονάσματα κεφαλαίων εἰς δραχμὰς, νοοῦνται ἅπαντα τὰ εἰς δραχμὰς κεφάλαια, τὰ μὴ ἀναγκαῖα εἴτε πρὸς κάλυψιν τῶν εἰς μετρητὰ ληξιπροθέσμων ὑποχρεώσεων τοῦ Ἀναδόχου, αἵτινες εἶναι καταβλητέαι εἰς δραχμὰς ἐντὸς τῶν ἐπομένων ἐξήκοντα (60) ἡμερῶν κατ' ἐλάχιστον ὅριον εἴτε πρὸς κάλυψιν τῶν ἐγχωρίων λειτουργικῶν ἀναγκῶν καὶ λοιπῶν εἰς δραχμὰς ὑποχρεώσεων.

20.6. Ἡ Τράπεζα τῆς Ἑλλάδος ὑποχρεοῦται, ὅπως θέτῃ εἰς τὴν διάθεσιν τοῦ Ἀναδόχου, μέσω Τραπεζῶν, ἐπισήμως ἐξουσιοδοτουμένων ὅπως διενεργοῦν πράξεις εἰς δραχμὰς καὶ ἄλλοδαπὸν συνάλλαγμα, τὸ ἀναγκαζοῦν εἰς τὸν Ἀνάδοχον ποσὸν Δολλαρίων ΗΠΑ ἢ ἑτέρων νομισμάτων μετατρέψιμων εἰς Δολλάρια ΗΠΑ διὰ τὴν μεταφορὰν ἐξ Ἑλλάδος τῶν εἰς Δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ἄλλοδαπὸν συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τοῦ Ἀναδόχου ἢ οἰωνδήποτε ἐκ τῶν

Νομικῶν Προσώπων (έταιρειῶν) ἀποτελούντων τὸν Ἀνάδοχον ἢ οἰωνδήποτε τρίτων, νομικῶν ἢ φυσικῶν προσώπων ὑποδεικνυμένων ὑπὸ τοῦ Ἀναδόχου καὶ μεθ' ὧν ὁ Ἀνάδοχος εὐρίσκεται εἰς συναλλαγὰς ἐν σχέσει, μετὰ τὴν παρούσαν Σύμβασιν, ἀμέσως ὡς τοῦτο ζητεῖται καὶ ἄνευ οἰασδήποτε καθυστερήσεως, ἐπὶ τῇ βεβαιώσει τοῦ Ἀναδόχου δεόντως ἐπικυρωμένη παρ' Ἑλλήνος Ὁρκωτοῦ Λογιστοῦ, ὅτι ἡ αἰτουμένη μετατροπὴ ἀποτελεῖ τὴν μεταφορὰν κεφαλαίων ἀντιπροσωπευόντων τὸ πλεόνασμα τῶν εἰς μετρητὰ λειτουργικῶν ἀναγκῶν αὐτοῦ εἰς δραχμὰς διὰ τὰς ἐπομένους ἐξήκοντα (60) ἡμέρας. Οὐχ' ἔπτον ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως χορηγῇ εἰς τὴν Τράπεζαν μηνιαίας ἢ καὶ τριμηνιαίας καταστάσεις, ὡς θέλουν τυχόν ζητηθῇ παρὰ τῆς Τραπεζῆς τῆς Ἑλλάδος πρὸς ἐπιβεβαίωσιν ὅτι ἡ πραγματοποιηθεῖσα ὑπὸ τοῦ Ἀναδόχου μεταφορὰ κεφαλαίων κατὰ τὴν ὑπὸ ἔλεγχον ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰν τῶν εἰς δραχμὰς πλεονασμάτων βάσει τῶν διατάξεων τῆς παρούσης Συμβάσεως.

Εἰς τὴν περίπτωσιν ἡ Τράπεζα τῆς Ἑλλάδος, μετ' ἔλεγχον τῶν ἀνωτέρω καταστάσεων, ἔχει τὴν γνώμην ὅτι μεταφορὰ τις δὲν καλύπτει, ἐν ὅλῳ ἢ ἐν μέρει, τὸ εἰς Δραχμὰς πλεόνασμα κεφαλαίων τοῦ Ἀναδόχου βάσει τῆς παρούσης Συμβάσεως, διὰ τὴν περί τῆς πρόκειται περίοδον, ἐπὶ τῇ προσκλήσει ταύτης, τὸ ἔμειν θὰ συζητηθῇ μετὰ αὐτῆς καὶ τοῦ Ἀναδόχου, καί, εἰς τὴν περίπτωσιν δὲν ἐξευρεθῇ ἀμοιβαίως ἱκανοποιητικὴ λύσις ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐμβάσῃ ταχέως εἰς τὴν Τράπεζαν τῆς Ἑλλάδος τὸ ποσὸν τοῦ ἄλλοδαποῦ συναλλάγματος ὅπερ, κατὰ τὸν ὑπὸ τῆς Τραπεζῆς τῆς Ἑλλάδος γινόμενον προσδιορισμόν, ὑπερβαίνει τὸ εἰς Δραχμὰς πλεόνασμα κεφαλαίων τοῦ Ἀναδόχου. Κατὰ τοῦ τοιούτου προσδιορισμοῦ ὁ Ἀνάδοχος δικαιούται, ἐὰν ἐπιθυμῇ, νὰ προσφύγῃ εἰς τὴν διαιτητικὴν διαδικασίαν περὶ τῆς ἐν Ἀρθρῷ 33 κατωτέρω.

20. 7. Ἐὰν ὁ Ἀνάδοχος ρευστοποιήσῃ ἐν Ἑλλάδι οἰωνδήποτε κινητὸν περιουσιακὸν στοιχεῖον ὡς προβλέπεται ἐν τῷ κατωτέρῳ Ἀρθρῷ 27.7 εἴτε εἰσαχθὲν ἐκ τῆς ἄλλοδαπῆς εἴτε κτηθὲν ἐν Ἑλλάδι διὰ τῆς πληρωμῆς αὐτῷ εἴτε ἐκ τῶν εἰς ἄλλοδαπὸν συνάλλαγμα κεφαλαίων τοῦ Ἀναδόχου εἴτε ἐκ τῶν εἰς δραχμὰς προσόδων αὐτοῦ προερχομένων ἐκ τῆς πωλήσεως Ὑδρογονανθράκων ἐν τῇ Ἑγχωρίῳ ἀγορᾷ, συμφώνως πρὸς τὰς διατάξεις τῆς παρούσης Συμβάσεως, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ταχέως εἰς τὴν διάθεσιν τοῦ Ἀναδόχου μέσῳ Τραπεζῆς τῆς Ἑλλάδος ἐπισήμως ἐξουσιοδοτουμένης νὰ ἐνεργῇ πράξεις εἰς δραχμὰς ἢ εἰς ἄλλοδαπὸν συνάλλαγμα, ποσὸν εἰς Δολλάρια ΗΠΑ ἀντιστοιχοῦν εἰς τὸ μερίδιον τοῦ Ἀναδόχου, ὡς τοῦτο καθορίζεται ἐν Ἀρθρῷ 22. 7 κατωτέρω, ἐκ τοῦ ἐκ τῆς αὐτῆς ρευστοποιήσεως κτηθέντος ποσοῦ δραχμῶν.

Ἡ τοιαύτη οὐχ' ἔπτον ρευστοποιήσις δέον νὰ κλιμακωθῇ κατὰ τοιοῦτον τρόπον ὥστε νὰ μὴ συνεπάγεται μεταφορὰς συναλλάγματος ἐκτὸς Ἑλλάδος, εἰς μεγάλα σχετικῶς ποσὰ καὶ ἐντὸς μικρῶν χρονικῶν διαστημάτων.

20. 8. Πρὸς τὸν σκοπὸν τῆς ἐκπληρώσεως τῶν ἐργασιῶν του συμφώνως πρὸς τὴν παρούσαν Σύμβασιν, ὁ Ἀνάδοχος δικαιούται ὅπως ἀγοράζῃ καὶ πωλῇ ἄλλοδαπὸν συνάλλαγμα, μέσῳ οἰασδήποτε Τραπεζῆς ἐπισήμως ἐξουσιοδοτημένης νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ἄλλοδαπὸν συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος καθοριζομένην ὑπὸ τοῦ Δελτίου τῆς Τραπεζῆς τῆς Ἑλλάδος τῆς ἡμέρας τῆς συναλλαγῆς.

20. 9. Προκειμένης τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν, οὗς ὁ Ἀνάδοχος δύναται νὰ τηρῇ εἰς δραχμὰς, οὗτος, διὰ τὴν καταχώρησιν εἰς τὰ λογιστικὰ βιβλία καὶ μόνον ὑποχρεοῦται ὅπως μετατρέπῃ ἀπάσας τὰς εἰς ἄλλοδαπὸν συνάλλαγμα δαπάνας, ἐπιβαρύνσεις καὶ ὑποχρεώσεις του ὡς καὶ τὰς εἰς ἄλλοδαπὸν συνάλλαγμα ἔσοδά του, τὰ προερχόμενα ἐκ πωλήσεων εἰς τὸ ἐξωτερικὸν καὶ ἐξ ἄλλων πηγῶν, εἰς τὴν εἰς δραχμὰς ἰσοτιμίαν των, ἐπὶ τῇ βάσει τῆς ἐν τῷ προηγούμενῳ Ἀρθρῷ 20.8 καθοριζομένης τιμῆς συναλλάγματος, εἰς τὴν ὃ Ἀνάδοχος δικαιούται νὰ ἀγοράζῃ δραχμὰς δι' ἄλλοδαποῦ συνάλλαγματος τὴν ἡμέραν, καθ' ἣν, ἐκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τοῦ Ἀναδόχου.

20. 10. Ἐὰν καὶ ὅτε ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμὸς τιμῶν ἀγορᾶς καὶ πωλήσεως Δολ-

λαρίων ΗΠΑ, αἱ τιμαὶ συναλλάγματος τῶν Δολλαρίων ΗΠΑ, ὡς καθορίζονται ἐν Ἀρθρῷ 20.8 ἀνωτέρω, θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης ἡμεδαπῆς ἢ ἄλλοδαπῆς Τραπεζῆς τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Ἀναδόχου. Αἱ ἐφαρμοστέαι τιμαί, αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπεζῆς ταύτης, θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος Δολλαρίων ΗΠΑ, ὡς αὗται καθορίζονται ἐν Ἀρθρῷ 20.8 ἀνωτέρω, αἱ νομίμως πραγματοποιούμεναι ἐν Ἀθήναις ἢ Νέᾳ Ὑόρκῃ, κατὰ τὸ κλείσιμον τῆς ἐργασίμου ἡμέρας, διὰ τὴν ὁποῖαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἕτερα ἄλλοδαπα νομίσματα, θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκατέρου τῶν συμβαλλομένων Μερῶν, μέσῳ ἡμεδαπῶν ἢ ἄλλοδαπῶν Τραπεζῶν, ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Ἀναδόχου.

Ἀρθρον 21.

Πληρωμαί.

21. 1. Ἀπασαί αἱ πληρωμαὶ τὰς ὁποίας ὑποχρεοῦται ὁ Ἀνάδοχος νὰ κάμῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον θὰ γίνωνται εἰς Δολλάρια ΗΠΑ ἐν Ἀθήναις, εἰς Τράπεζαν ὑποδειχθεῖσαν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ, κατ' ἐπιλογὴν τοῦ Ἀναδόχου εἰς ἕτερον νόμισμα ἀποδεκτὸν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, ἐξαίρεσις τῆς περιπτώσεως καθ' ἣν ὁ Ἀνάδοχος θὰ δύναται νὰ κάμῃ πληρωμὰς εἰς δραχμὰς, μέχρι τοῦ ποσοῦ τὸ ὁποῖον θὰ περιέρχεται εἰς αὐτὸν ἐκ τῆς ἐγχωρίου διαθέσεως Ὑδρογονανθράκων.

21. 2. Ἀπασαί αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Ἀνάδοχον θὰ γίνωνται εἰς Δολλάρια ΗΠΑ ἢ, κατ' ἐπιλογὴν τοῦ Ἑλληνικοῦ Δημοσίου, εἰς οἰωνδήποτε ἕτερον νόμισμα, ἀποδεκτὸν ὑπὸ τοῦ Ἀναδόχου εἰς Τράπεζαν ὑποδειχθεῖσαν παρ' αὐτοῦ.

21. 3. Ἀπασαί αἱ ἐντὸς τῆς Ἑλλάδος πωλήσεις Ὑδρογονανθράκων ὑπὸ τοῦ Ἀναδόχου θὰ διενεργοῦνται εἰς δραχμὰς.

21. 4. Ἀπασαί αἱ βάσει τῆς παρούσης Συμβάσεως πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Ἀνάδοχον καὶ ἄπασαί αἱ πληρωμαὶ τοῦ Ἀναδόχου πρὸς τὸν Ἑλληνικὸν Δημόσιον, θὰ ἐνεργοῦνται ἐντὸς τῶν ἐπομένων τριάκοντα (30) ἡμερολογιακῶν ἡμερῶν ἀπὸ τοῦ τέλους τοῦ μηνὸς ἐντὸς τοῦ οὗ ἄνευσε ἡ ὑποχρέωσις πραγματοποιήσεως τῶν οἰκείων πληρωμῶν.

Ἀρθρον 22.

Προσωπικὸν Ἀναδόχου.

22. 1. Ἐπιφυλασσομένων τῶν διατάξεων τοῦ Ἀρθροῦ 22.4 κατωτέρω, ὁ Ἀνάδοχος δικαιούται νὰ χρησιμοποιῇ διὰ τὰς ἐργασίας του ἐν Ἑλλάδι τὸ κατὰ τὴν κρίσιν του ἀπαραιτήτον πρὸς διεξαγωγὴν τῶν ἐργασιῶν του ἡμεδαπὸν καὶ ἄλλοδαπὸν τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικὸν ὡς καὶ προσωπικὸν διευθύνσεως.

22. 2. Ἐπὶ τῇ αἰτήσει τοῦ Ἀναδόχου τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται ὅπως ἐγκρίνῃ τὴν ἐκδασιν ἀδειῶν εἰσόδου εἰς Ἑλλάδα καὶ αὐτόθι διαμονῆς, ἐργασίας καὶ ταξιδίων τοῦ ὡς ἄνω ἐν Ἀρθρῷ 22.1. ἄλλοδαποῦ προσωπικοῦ τοῦ Ἀναδόχου καὶ τῶν μελῶν τῆς οἰκογενείας αὐτῶν, ἐφ' ὅσον δὲν συντρέχουσι λόγοι περὶ τοῦ ἀντιθέτου, ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Ἡ μὴ ἐγκρίσις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινῶται ἐγκαίρως εἰς τὸν Ἀνάδοχον.

22. 3. Τὸ ἄλλοδαπὸν προσωπικὸν τοῦ Ἀναδόχου ὑπόκειται εἰς τὸν ἐν Ἑλλάδι Φόρον Εἰσοδήματος, μετὰ συνεχῇ διαμονὴν ἐξ (6) μηνῶν ἐν Ἑλλάδι καὶ μόνον διὰ τὰς ἀποδοχὰς του τὰς καταβαλλομένας παρὰ τοῦ Ἀναδόχου δι' ὑπηρεσίας παρασχεθείσας ἐν Ἑλλάδι. Αἱ φορολογητέαι ἀποδοχαὶ εἴτε καταβληθεῖσαι ἐν Ἑλλάδι εἰς δραχμὰς εἴτε ἐν τῇ ἄλλοδαπῇ εἰς ἄλλοδαπὸν συνάλλαγμα, εἶναι αἱ φερόμεναι ὡς δαπάνη εἰς τὰ βιβλία τοῦ Ἀναδόχου. Ἐπὶ πλέον τὸ προσωπικὸν τοῦτο δικαιούται τῶν προνομίων τοῦ Ν.Δ. 2548/1953 τοῦ κυρώσαντος τὴν ἀπὸ 20ῆς Φεβρουαρίου 1950 σύμβασιν μετὰ τῆς Ἑλλάδος καὶ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, τοῦ Α.Ν. 52/1967 τοῦ κυρώσαντος τὴν ἀπὸ 18ης Ἀπριλίου 1966 Σύμβασιν μετὰ τῆς Ἑλλάδος καὶ τῆς Ὁμοσπονδίας Δημοκρατικῆς τῆς Γερμανίας περὶ Ἀποφυγῆς τῆς Διπλῆς Φορολογίας ὡς καὶ παντὸς ἐτέρου νόμου κυροῦντος παρομοίας μετὰ τῆς

Ἑλλάδος καὶ ἐτέρων χωρῶν συμβάσεις ἐφ' ὅσον τυγχάνουν αὐταὶ ἐφαρμογῆς ἐν τῇ συγκεκριμένῃ περιπτώσει. Ἡ κατὰ τὰ ἀνωτέρω ἐν Ἑλλάδι διαμονὴ ἀλλοδαποῦ τινὸς ὑπαλλήλου ἄρχειται ἀπὸ τῆς ἡμερομηνίας ἐκδόσεως τῶν κανονικῶν ἀδειῶν διαμονῆς καὶ ἐργασίας. Τὸ ἀλλοδαπὸν προσωπικὸν τοῦ Ἀναδόχου ὑποχρεοῦται ὅπως καταβάλλῃ ἅπαντας τοὺς λοιποὺς ἐλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκάστοτε νομοθεσίαν.

22. 4. Διὰ πᾶσαν ἐργασίαν μὴ ἀπαιτοῦσαν ἐξειδικευμένην τεχνικὴν ἢ διοικητικὴν ἱκανότητα ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἀπασχολῇ Ἑλληνας ἐφ' ὅσον ὑφίστανται διαθέσιμοι. Ὡς πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις, ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ ὅσον τὸ δυνατόν περισσοτέρους Ἑλληνας δύναται ἐκάστοτε νὰ ἐξευρίσκη καὶ ἐφ' ὅσον κατὰ τὴν κρίσιν τοῦ Ἀναδόχου τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης Συμβάσεως προβλεπομένων ἐργασιῶν του.

22. 5. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως δέχεται πρὸς ἐκπαίδευσιν καθ' ἑκάστον ἔτος μέχρις ἑξ (6) ὑποψηφίους, ὑποδεικνυμένους ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, συμφωνουμένου ὅτι :

(α) Ἀπασαὶ αἱ δαπάναι τῶν ἐκπαιδευομένων θὰ περιλαμβάνονται εἰς τὸ Κόστος Πετρελαίου.

(β) Τὸ κύριον βάρος τοῦ προγράμματος ἐκπαιδεύσεως θὰ συγκεντροῦται εἰς πρακτικὰς ἐργασίας, αἱ λεπτομέρειαι τῶν ὁποίων θὰ καθορίζονται ἐκάστοτε ὑπὸ τοῦ Ἀναδόχου ἐπὶ τῇ βάσει γενικῶν ὁδηγιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν ἐκπαιδευόμενον ὅπως ἀποκτήσῃ πρακτικὴν πείραν τῶν διαφορῶν φάσεων τῆς ἐρεύνης, ἐκμεταλλεύσεως καὶ παραγωγῆς Ὑδρογονανθράκων.

(γ) Ἡ ἐκπαιδευτικὴ περίοδος δι' ἑκάστον ἐκπαιδευόμενον δὲν θὰ ὑπερβαίῃ τοὺς δώδεκα μῆνας.

(δ) Οἱ ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ὑποδεικνυόμενοι ὑποψήφιοι πρὸς ἐκπαίδευσιν δέον ὅπως τυγχάνουν καὶ τῆς ἐγκρίσεως τοῦ Ἀναδόχου, ὅστις δύναται νὰ μὴ παράσῃ τὴν ἐγκρίσιν του ταύτην ἐὰν κατὰ τὴν γνώμην του ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν προβλεπομένην ἐκπαίδευσιν. Ὁ Ἀνάδοχος δικαιούται ὡσαύτως ὅπως αἰτῇται τὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν ἐκπαιδευομένου, ἥδη ἐγκριθέντος παρὰ τοῦ Ἀναδόχου διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφοτέρας ὁμοῦ τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

Ἄρθρον 23.

Χρησιμοποίησις Ἐργολάβων καὶ Ὑπεργολάβων.

23. 1. Διὰ τὴν ἐκτέλεσιν τῶν κατὰ τὴν παρούσαν Σύμβασιν ἐργασιῶν τοῦ ὁ Ἀνάδοχος δικαιούται νὰ χρησιμοποιεῖ ἐργολάβους καὶ ὑπεργολάβους.

23. 2. Κατὰ τὰ ἐν ἄρθρῳ 10.3 τῆς παρούσης ὁριζόμενα ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ὑποβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τὰς ὁποίας συνομολογεῖ μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων.

23. 3. Αἱ διατάξεις τῶν Ἀρθρῶν 22.1, 22.2, 22.3 καὶ 25 τῆς παρούσης Συμβάσεως ἐφαρμόζονται καὶ ἐπὶ τῶν ὡς ἄνω ἀναφερομένων ἐργολάβων καὶ ὑπεργολάβων καὶ τοῦ ἀλλοδαποῦ αὐτῶν προσωπικοῦ. Αἱ διατάξεις τοῦ Ἀρθροῦ 20 τῆς παρούσης Συμβάσεως ἐφαρμόζονται μόνον ἐπὶ τοῦ Ἀναδόχου καὶ ἐπὶ ἀλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

23. 4. Ἀπασαὶ αἱ ὑπὸ τοῦ Ἀναδόχου καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ἀμοιβαὶ καὶ δαπάναι θεωροῦνται ὡς Κόστος Πετρελαίου.

23. 5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τοῦ Ἀναδόχου ἐργασία θεωρεῖται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τοῦ Ἀναδόχου κατὰ τὴν ἐννοίαν τῶν Ἐργασιῶν Πετρελαίου. Ὁ Ἀνάδοχος ὑπέχει οὐχ' ἥττον καὶ εἰς τὴν πε-

ρίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης Συμβάσεως εὐθύναις.

Ἄρθρον 24.

Λογιστικὰ Βιβλία καὶ Στοιχεῖα.

24. 1. Τὰ ἐν Ἑλλάδι λογιστικὰ βιβλία καὶ στοιχεῖα τοῦ Ἀναδόχου θὰ τηροῦνται τόσον εἰς τὴν Ἑλληνικὴν γλῶσσαν ὅσον καὶ, ἐφ' ὅσον ἐπιθυμῇ τοῦτο ὁ Ἀνάδοχος, εἰς τὴν Ἀγγλικήν, θὰ περιλαμβάνουν ἀπάσας τὰς Ἐργασίας Πετρελαίου καὶ θὰ τηροῦνται συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνες τῆς βιομηχανίας πετρελαίου καὶ τοῦ ἐκάστοτε ἐν Ἑλλάδι ἰσχύοντος Κώδικος Φορολογικῶν Στοιχείων καὶ τῆς συναφοῦς Ἑλληνικῆς Νομοθεσίας καὶ θὰ ὑπόκεινται εἰς παρακολούθησιν καὶ ἐποπτεῖαν παρ' Ἑλλήνων Ὁρκωτῶν Λογιστῶν.

24.2. Ἐπιτρέπεται εἰς τὸν Ἀνάδοχον ὅπως παριστᾷ εἰς Δολλάρια Η.Π.Α. τὰς δαπάνας καὶ ἐπενδύσεις του καὶ ὅπως τηρῇ τὰ λογιστικὰ αὐτοῦ βιβλία καὶ καταρτίζῃ τὰς οἰκονομικὰς του ἐκθέσεις εἰς τὸ αὐτὸ νόμισμα. Ἐν τούτοις, εἰς τὰς πρὸς τὰς Ἑλληνικὰς Ἀρχὰς ὑποβαλλόμενας φορολογικὰς δηλώσεις τοῦ Ἀναδόχου τὰ ποσὰ δέον ὅπως ἐκφράζονται εἰς δραχμάς, διὰ τὴν μετατροπὴν δὲ τῶν εἰς ξένον συνάλλαγμα ποσῶν δέον ὅπως ἐφαρμόζεται ὁ ἐν Ἀρθροῖς 20.8 καὶ 20.9 καθοριζόμενος ἀνωτέρω κανὼν.

24.3. Μέχρι τῆς ἡμερομηνίας ἐνάρξεως παραγωγῆς καὶ πωλήσεως παραχθέντων Ὑδρογονανθράκων, ἅπαντα τὰ πρωτότυπα τῶν ἀποδείξεων καὶ τῶν παραστατικῶν ἐν γένει ἐγγράφων τῶν πραγματοποιηθεῖσων δαπανῶν δύναται νὰ τηρῶνται εἰς τὴν ἐν Ἡνωμέναις Πολιτείαις ἑδραν τοῦ Ἀναδόχου, ἐν δὲ τουλάχιστον κεκυρωμένον ἀντίγραφον αὐτῶν δέον ὅπως τηρῇται ἐν Ἑλλάδι. Ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως παραγωγῆς καὶ πωλήσεως Ὑδρογονανθράκων, τὰ πρωτότυπα τῶν ἐν λόγῳ ἀποδείξεων καὶ παραστατικῶν ἐγγράφων δέον ὅπως τηρῶνται ἐν Ἑλλάδι.

24.4. Τὸ Ἑλληνικὸν Δημόσιον δικαιούται, ὅπως ἐλέγχῃ καὶ ἐπαληθεύῃ τὰ λογιστικὰ βιβλία καὶ στοιχεῖα τοῦ Ἀναδόχου, ἐπὶ μίαν πενταετίαν (πενταετίαν) ἀπὸ τῆς λήξεως τοῦ ἡμερολογιακοῦ ἔτους, εἰς ὃ ἀναφέρεται ὁ ὡς ἄνω ἔλεγχος.

Ἐντὸς ἐξήκοντα (60) ἡμερῶν ἀπὸ τοῦ τέλους τοῦ ὡς ἄνω ἐλέγχου ἢ ἐπαληθεύσεως, τὸ Ἑλληνικὸν Δημόσιον δύναται ὅπως διατυπώσῃ πρὸς τὸν Ἀνάδοχον τὰς παρατηρήσεις, ἀντιρρήσεις ἢ κατ' αὐτοῦ ἀξιώσεις του, ἐν σχέσει πρὸς οἰανδήποτε ἀνακρίβειαν ἢ σφαλμα, ἐντοπισθὲν κατὰ τὸν ἐν λόγῳ ἔλεγχον ἢ τὴν ρηθεῖσαν ἐπαλήθευσιν.

Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δὲν προβῇ εἰς τὸν τοιοῦτον ἔλεγχον ἢ ἐπαλήθευσιν ἐντὸς τῆς ρηθείσης προθεσμίας τῶν πέντε (5) ἐτῶν ἢ ἐὰν δὲν διατυπώσῃ τὰς παρατηρήσεις, ἀντιρρήσεις ἢ ἀξιώσεις αὐτοῦ ἐντὸς τῆς ρηθείσης προθεσμίας τῶν ἐξήκοντα (60) ἡμερῶν, λογίζεται ἐγκρίναν τὰ βιβλία καὶ στοιχεῖα ὡς καὶ τὰς ἐν αὐταῖς γενομένας ἐγγραφὰς τοῦ Ἀναδόχου διὰ τὸ ἐν λόγῳ Ἡμερολογιακὸν Ἔτος.

24.5. Αἱ διατάξεις τοῦ παρόντος Ἀρθροῦ ἐφαρμόζονται ἀναλόγως ἐπὶ ἐνὸς ἐκάστου τῶν ἀποτελούντων τὸν Ἀνάδοχον νομικῶν προσώπων (ἐταιρειῶν).

Ἄρθρον 25.

Ἀπαλλαγὴ ἐκ Δασμῶν, Φόρων καὶ Τελῶν.

25.1. Ὁ Ἀνάδοχος δικαιούται ὅπως εἰσάγῃ ἐκ τοῦ Ἐξωτερικοῦ καὶ μεταχειρίζεται διὰ τὰς ἐργασίας του βάσει τῆς παρούσης Συμβάσεως πάντα τὰ κατὰ τὴν κρίσιν του ἀπαιτούμενα καὶ πλέον πρόσφορα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν του μηχανήματα καὶ ἐξοπλισμὸν, συμπεριλαμβανομένων καὶ πάντων τῶν ἀνταλλακτικῶν τῶν, ὡς καὶ πάντων τῶν ὑλικῶν καὶ πάσης ἐν γένει φύσεως ἐφοδίων. Ἡ παρούσα Σύμβασις ἐπέχει θέσιν οἰασθῆποτε ἀναγκείας ἐν ἐκάστη περιπτώσει ἀδείας διὰ τὴν εἰσαγωγὴν εἰς τὴν Ἑλλάδα τῶν ρηθέντων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

25.2. Τὰ ἐν Ἀρθρῷ 25.1 ἀνωτέρω μηχανήματα, ἐξοπλισμός, ἀνταλλακτικά, ὑλικά καὶ πάσης ἐν γένει φύσεως ἐφόδια, ἐξαιρέσει τῶν καυσίμων καὶ λιπαντικῶν, συμπεριλαμβανομένων ὅμως τῶν ὀχημάτων θαλασσίων σκαφῶν καὶ ἐξεδρών εἴτε αὐτοδυνάμως κινούμενων εἴτε μὴ, ἐπὶ τῶν ὁποίων ἐγκαθίστανται ἅπαντα τὰ οἰασθήποτε φύσεως ἀναγκαῖα διὰ τὰς ἐργασίας τοῦ Ἀναδόχου μηχανήματα, ὄργανα, γερανοὶ καὶ ἐξαρτήματα, οἱ σχετικοὶ ἐλκυστήρες καὶ φορτηγὰ αὐτοκίνητα, τζίπς ἢ ἀντίστοιχα αὐτῶν ὀχήματα παντὸς εἶδους ἢ φύσεως, ὡς ἐπίσης καὶ ἐπιβατηγὰ αὐτοκίνητα μὴ ὑπερβαίνοντα τὰ δέκα (10) κατ' ἀνώτατον ὄριον κατὰ τὴν ἐναρξίν τῶν ἐργασιῶν, μετὰ ταῦτα δὲ ἀνὰ ἓν (1) δι' ἑκάστον ἐπόμενον ἡμερολογιακὸν ἔτος, ἀπαλλάσσονται πάντων τῶν εἰσαγωγικῶν ἢ τελωνειακῶν δασμῶν ὡς καὶ πάντων τῶν φόρων, δικαιωμάτων, τελῶν χαρτοσήμου, κρατήσεων, εἰσφορῶν, δικαιωμάτων διὰ τὴν ἐκτέλεσιν ἐργασιῶν ἐκτελωνισμού (ΔΕΤΕ) καὶ γενικῶς ἀπασῶν τῶν ἐπιβαρύνσεων οἰασθήποτε μορφῆς ἢ φύσεως ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασθήποτε Δημοσίας, Λιμενικῆς, Τελωνειακῆς Ἀρχῆς ἢ Ὁργανισμοῦ καὶ παντὸς ἐν γένει τρίτου φυσικοῦ ἢ νομικοῦ προσώπου τῶν εἰσπρατομένων κατὰ τὴν εἰσαγωγὴν, ἐξαιρέσει τῶν ἀνταποδοτικῶν τελῶν καὶ δικαιωμάτων.

25.3. Ὁ Ἀνάδοχος δικαιούται ὅπως ἐξάγῃ ἐλευθέρως, ὁποτεδήποτε, ἅπαντα τὰ ὑπ' αὐτοῦ εἰσυχθέντα ἐν Ἑλλάδι, βάσει τοῦ παρόντος Ἀρθροῦ 25.1 καὶ 25.2. μηχανήματα, ἐξοπλισμὸν καὶ ὑλικά, συμπεριλαμβανομένων τῶν ἀνταλλακτικῶν καὶ παντὸς εἶδους θαλασσίων σκαφῶν καὶ ἐξεδρών, ἐξαιρέσει τῶν ἐν Ἀρθρῷ 27 τῆς παρούσης Συμβάσεως ὀριζόμενων περιπτώσεων, αἱ τοιαῦται δὲ ἐξαγωγὰι εἰς οὐδεμίαν ὑπόκεινται εἰδικὴν ἐξουσιοδότησιν ἢ ἄδειαν κατὰ περίπτωσιν, οὐδὲ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε ἐξαγωγικῶν ἢ τελωνειακῶν τελῶν, φόρων, δικαιωμάτων διὰ τὴν ἐκτέλεσιν τελωνειακῶν ἐργασιῶν (ΔΕΤΕ), ἐπιβαρύνσεων, δικαιωμάτων καὶ τελῶν χαρτοσήμου, ἐξαιρέσει τῶν ἀνταποδοτικῶν τελῶν καὶ δικαιωμάτων.

25.4. Ἐὰν ὁ Ἀνάδοχος πώλῃ ἢ ἄλλως πῶς διαθέσῃ τὰ ὑπ' αὐτοῦ, βάσει τῶν διατάξεων τοῦ παρόντος Ἀρθροῦ, εἰσυχθέντα εἶδη, ἐξαιρέσει τῶν ἐν τῷ κατωτέρῳ Ἀρθρῷ 27 ὀριζόμενων περιπτώσεων, πρὸ τῆς ἐπανεξαγωγῆς τῶν ἐξ Ἑλλάδος, ὑποχρεοῦται ὅπως καταβάλῃ τοὺς κατὰ περίπτωσιν ὀφειλομένους εἰσαγωγικούς δασμούς καὶ λοιποὺς φόρους, εἰσφορὰς, τέλη καὶ τέλη χαρτοσήμου, συμφωνῶς πρὸς τὴν ἰσχύουσαν τότε νομοθεσίαν, Οὐχ' ἦττον, ἡ τοιαύτη ὑποχρέωσις δὲν ἐφαρμόζεται ἐφ' ὅσον ἡ πώλησις γίνεται πρὸς τὸ Ἑλληνικὸν Δημόσιον ἢ πρὸς ἐτέραν ἐταιρείαν ἢ τρίτον φυσικὸν ἢ νομικὸν πρόσωπον, δικαιούχον τῶν αὐτῶν ὡς καὶ ὁ Ἀνάδοχος ἀτελειῶν, βάσει τοῦ παρόντος Ἀρθροῦ.

25.5. Ἐξαιρέσει τοῦ περὶ οὗ τὸ ἀνωτέρω Ἀρθρον 15 Φόρου Εἰσοδήματος τοῦ Ἀναδόχου, ἡ κινήτῃ αὐτοῦ περιουσίᾳ, τὰ στοιχεῖα ἐνεργητικοῦ, τὰ δικαιώματα καὶ εἰσοδήματα, ὅλα τὰ δικαιώματα καὶ ἐργασίαι βάσει τῆς παρούσης Συμβάσεως καθὼς καὶ οἰασθήποτε μηχανήματα, ἀνταλλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὑλικά παντὸς εἶδους, εἰσυχόμενα ἐκ τοῦ Ἐξωτερικοῦ καὶ προοριζόμενα διὰ τὰς Ἐργασίας Πετρελαίου συμφωνῶς πρὸς τὴν παροῦσαν Σύμβασιν (ἐξαίρουμένων τῶν καυσίμων ὑλῶν παντὸς εἶδους) ὡς καὶ πάντες οἱ Ὑδρογονάνθρακες οἱ παραγόμενοι καὶ πωλούμενοι ὑπ' αὐτοῦ, ἀπαλλάσσονται ὑποκειμενικῶς παντὸς φόρου ἀμέσου ἢ ἐμμέσου, φόρου κύκλου ἐργασιῶν, δασμῶν, τελῶν κυκλοφορίας αὐτοκινήτων, τελῶν δικαιωμάτων, κρατήσεων, τελῶν χαρτοσήμου ἢ εἰσφορῶν παντὸς εἶδους καὶ φύσεως ἢ πάσης ἐτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικοὺς σκοποὺς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ οἰασθήποτε Ἑλληνικῆς Ἀρχῆς, ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου. Ὁ Ἀνάδοχος δὲν ἀπαλλάσσεται τῶν ἐργοδοτικῶν εἰσφορῶν πρὸς πάσης φύσεως Ἀσφαλιστικούς Ὁργανισμούς, ὡς καὶ τῶν δικαιωμάτων, εἰσφορῶν καὶ τελῶν (ἀνταποδοτικῶν τελῶν) καθαρῶς διὰ παρεχομένης πρὸς αὐτὸν ὑπηρεσίας.

Ἡ παροῦσα Σύμβασις καθὼς καὶ οἰασθήποτε ἐτέρα Σύμβασις, σχετιζομένη πρὸς τοὺς σκοποὺς τῆς παρούσης, ἢ ὅποια ᾗθελεν ὑπογραφῇ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Ἀναδόχου, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, οἰασθήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

25.6. Αἱ ἐκάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφων διὰ τὴν σύνταξιν καὶ ὑπογραφὴν οἰωνδήποτε συμβάσεων ἀγοραπωλησίας ἢ συμβάσεων ἐνεχύρου ἢ συμβάσεων ὑποθηκῶν βάσει τοῦ κατωτέρω Ἀρθροῦ 29, καὶ πάσης ἐν γένει οἰασθήποτε φύσεως συμβάσεως σχετιζομένης πρὸς τοὺς σκοποὺς τῆς παρούσης Συμβάσεως, ὡς ἐπίσης καὶ αἱ ἐκάστοτε ἰσχύουσαι ἀμοιβαὶ ἐμίσθων ἢ ἀμίσθων Ὑποθηκοφυλάκων διὰ τὴν τυχόν μεταγραφὴν τοιούτων συμβάσεων, καὶ τῆς παρούσης Συμβάσεως, ἐὰν τυχόν ἀπαιτηθῇ, δὲν δύναται νὰ ὑπερβαίνωσι, δι' ἐκάστην περίπτωσηιν, τὰς δραχμὰς Δέκα Χιλιάδας (10.000). Διατάξεις τῆς Ἑλληνικῆς Νομοθεσίας ἐν σχέσει μὲ τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων παρεχόντων ὑπηρεσίας ἐν σχέσει μὲ τὴν παροῦσαν Σύμβασιν.

25.7. Αἱ συμβάσεις δανείων ἢ πιστώσεων παρεχομένων παρ' ἀλλοδαπῶν Τραπεζῶν ἢ ἀλλοδαπῶν Ὁργανισμῶν ἢ ἐτέρων νομικῶν προσώπων πρὸς τὸν Ἀνάδοχον ἢ πρὸς οἰωνδήποτε ἐκ τῶν Ἑταιρειῶν τῶν ἀποτελουσῶν τὸν Ἀνάδοχον, διὰ τὴν ἐκτέλεσιν τῶν Ἐργασιῶν Πετρελαίου, βάσει τῆς παρούσης Συμβάσεως, ἢ ἐξόφλησις τούτων ὡς καὶ τῶν ἐπ' αὐτῶν τόκων ἀπαλλάσσονται παντὸς φόρου, τέλους χαρτοσήμου, εἰσφορᾶς, δικαιωμάτων ἢ ἄλλης οἰασθήποτε ἐπιβαρύνσεως ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ τρίτων, ἀνεξαρτήτως ἐὰν αἱ συμβάσεις αὗται συνομολογοῦνται ἐν Ἑλλάδι ἢ ἐν τῇ ἀλλοδαπῇ.

Αἱ τόκοι τῶν ἀνωτέρω δανείων ἢ πιστώσεων παρεχομένων παρ' ἀλλοδαπῶν Τραπεζῶν ἢ ἀλλοδαπῶν Οἰκῶν, μὴ διατηρούντων ἐν Ἑλλάδι μόνιμον ἐγκατάστασιν, κατὰ τὴν ἔννοιαν τοῦ Ἀρθροῦ 5 Νομ. Διατάγματος 3843/1958, ἀπαλλάσσονται τοῦ κατὰ τὰς ἰσχύουσας διατάξεις φόρου εἰσοδήματος, ἀδιαφόρως τῆς υπάρξεως ἢ μὴ διμεροῦς συμβάσεως περὶ ἀποφυγῆς διπλῆς φορολογίας μετὰ τῆς Χώρας ἐν ἣ καίται ἢ ἔδρα τῆς παρεχούσης τὸ δάνειον ἢ πίστωσιν ἐπιχειρήσεως.

25.8. Τὰ μερίσματα Ἑλληνικῶν Ἑταιρειῶν, ἐκδοχέων, συμφωνῶς πρὸς τὰ ἐν τῷ κατωτέρῳ Ἀρθρῷ 26 σχετικῶς ὀριζόμενα τῶν ἐκ τῆς παρούσης Συμβάσεως ἀπορροέντων δικαιωμάτων καὶ ὑποχρεώσεων, οἰασθήποτε τῶν ἐκ Δευτέρου Συμβαλλομένων Ἑταιρειῶν, ἀπαλλάσσονται ἐκ τοῦ φόρου εἰσοδήματος καὶ παντὸς ἐτέρου φόρου τέλους χαρτοσήμου, εἰσφορᾶς, δικαιώματος ἢ ἄλλης οἰασθήποτε ἐπιβαρύνσεως, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ τρίτων, ἐφ' ὅσον τὰ μερίσματα ταῦτα προέρχονται ἐκ κερδῶν προκύπτοντων ἐκ τῶν Ἐργασιῶν Πετρελαίου βάσει τῆς παρούσης Συμβάσεως.

Ἀρθρον 26.

Μεταβιβάσεις καὶ Ἐκχωρήσεις.

26.1. Ἐκάστη τῶν ἐκ Δευτέρου Συμβαλλομένων Ἑταιρειῶν δικαιούται, τηροῦσα τὰς διατάξεις τοῦ παρόντος Ἀρθροῦ, ὅπως μεταβιβάσῃ καὶ ἐκχωρῇ ἐλευθέρως, ὑπὸ ὁρους καὶ συμφωνίας ἀμοιβαίως ἀποδεκτοὺς μεταξὺ ἐκχωρητοῦ καὶ ἐκδοχέως :

(α) τὸ ποσοστὸν συμμετοχῆς αὐτῆς ἐν ὅλῳ ἢ ἐν μέρει, εἰς τὴν παροῦσαν Σύμβασιν ὡς καὶ πάντα τὰ δικαιώματα καὶ ὑποχρεώσεις αὐτῆς, τὰς ἀπορροεῦσας ἐκ τῆς παρούσης καὶ ἀντιστοιχοῦσας εἰς τὸ ἐκχωρούμενον καὶ μεταβιβαζόμενον τμήμα αὐτῆς, καὶ

(β) τὸ ποσοστὸν συμμετοχῆς αὐτῆς ἐν ὅλῳ ἢ ἐν μέρει, κεχωρισμένως, εἰς μίαν ἢ πλείονας τῶν Ἀδειῶν Ἐκμεταλλεύσεως, συμπεριλαμβανομένης καὶ τῆς Ἀδείας Ἐκμεταλλεύσεως ΠΙΡΙΝΟΣ.

26.2. "Απασαι αἱ ἐκχωρήσεις, ἐξαιρέσει τῶν τοιούτων πρὸς Συγγενεῖς Ἑταιρείας ἢ πρὸς ἑταιρείας ἐκ τῶν ἐκ Δευτέρου Συμβαλλομένων, τελοῦν ὑπὸ τὴν αἵρεσιν τῆς προηγουμένης ἐγκρίσεως τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, τὴν ὁποῖαν τοῦτο δὲν δύναται νὰ ἀρνηθῇ ἀδικαιολογήτως.

Αἱ ἐκχωρήσεις πρὸς Συγγενεῖς Ἑταιρείας ἢ πρὸς ἑταιρείας ἐκ τῶν ἐκ Δευτέρου Συμβαλλομένων δὲν ὑπόκεινται εἰς τὴν ἐγκρίσιν τοῦ Ἑλληνικοῦ Δημοσίου, δέον ὅμως νὰ γνωστοποιῶνται πρὸς αὐτὸ ἐντὸς συντόμου ἀπὸ τῆς ὑπογραφῆς τῶν χρόνου.

Κατὰ παρέκκλισιν τῶν ἀνωτέρω, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ἀπαγορεύσῃ ἀπάσας τὰς τοιαύτας ἐκχωρήσεις διὰ λόγους ἐθνικῆς ἀσφαλείας. Τοιαύτη ἀπαγόρευσις δέον, ἐν πάσῃ περιπτώσει, νὰ διενεργηθῇ ἐντὸς ἀποσβεστικῆς προθεσμίας τριάκοντα (30) ἡμερῶν ἀπὸ τῆς γνωστοποιήσεως πρὸς τὸ Ἑλληνικὸν Δημόσιον τῆς συμβάσεως ἐκχωρήσεως.

26.3. "Απασαι αἱ ἐκχωρήσεις δέον ὅπως περιβάλλωνται τὸν τύπον τοῦ συμβολαιογραφικοῦ ἐγγράφου καὶ δέον ὅπως περιέχουν εἰδικὴν διάταξιν, βάσει τῆς ὁποίας οἱ ἐκδοχοὶ, θὰ εἶναι ἀλληλεγγύως, ἀδιαιρέτως καὶ εἰς ὁλόκληρον ὑπεύθυνοι, ὁμοῦ μετ' ἀπάντων τῶν λοιπῶν τότε ἐκ Δευτέρου Συμβαλλομένων Μερῶν, διὰ τὴν εκπλήρωσιν τῶν ὅρων καὶ συμφωνιῶν τῆς παρούσης Συμβάσεως. Εἰς περίπτωσιν ἐκχωρήσεως συμφώνως τῷ ἀνωτέρω Ἀρθρῷ 26.1. (β) ἡ εὐθύνη βάσει τῆς παρούσης Συμβάσεως θὰ περιορίζεται καθ' ὃ μέτρον ἡ Σύμβασις αὕτη τυγχάνει εἰδικῆς ἐφαρμογῆς ἐπὶ τῆς ἀντιστοίχου Ἀδείας Ἑκμεταλλεύσεως.

Ἐν περιπτώσει ἐκχωρήσεως πρὸς Συγγενεῖς Ἑταιρείας, ἡ τοιαύτη ἀλληλεγγύως καὶ εἰς ὁλόκληρον εὐθύνη θὰ ἐξακολουθῇ βαρύνουσα καὶ τοὺς ἐκχωρητάς, ρητὴ δὲ περὶ τούτου μνεῖα δέον νὰ γίνεται εἰς τὴν σύμβασιν ἐκχωρήσεως.

26.4. Αἱ ἐκχωρήσεις καθίστανται ἰσχυραί, δεσμευτικαί καὶ ἐνεργοί ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ἀπὸ τῆς πρὸς αὐτὸ κοινοποιήσεως κεκυρωμένου ἀντιγράφου τῆς συμβάσεως ἐκχωρήσεως.

26.5. Τὸ Ἑλληνικὸν Δημόσιον δικαιούται νὰ ἀνάθεσῃ ἐν ὅλῳ ἢ ἐν μέρει, τὴν ἀσκήσιν καὶ διαχείρισιν τῶν ἐκ τῆς παρούσης συμβάσεως δικαιωμάτων καὶ συμφερόντων τοῦ εἰς δημοσίαν ἐπιχείρησιν πετρελαίου μέλλουσαν νὰ συσταθῇ διὰ νόμου καὶ περιλαμβανούσαν εἰς τοὺς σκοποὺς αὐτῆς τὴν τοιαύτην ἀσκήσιν καὶ διαχείρισιν. Ἡ τοιαύτη ἀνάθεσις δέον νὰ κοινοποιήται ἐγγράφως, ἐπὶ ἀποδείξει παραλαβῆς, πρὸς τὸν Ἀνάδοχον, ἀφ' ἧς καὶ ἀρχεῖται ἰσχύουσα ὡς πρὸς αὐτόν.

Ἀρθρον 27.

Διάθεσις Ἰδιοκτησίας.

27.1. Ἐπὶ τῇ λήξει τῆς ἐρευνητικῆς περιόδου, ἡ τῇ ἐκουσίᾳ ἐπιστροφῇ ὑπὸ τοῦ Ἀναδόχου τῆς Ἑρευνητικῆς Περιοχῆς κατὰ τὰ ἐν τοῖς ἀνωτέρω Ἀρθροῖς 2 καὶ 5 ἀντιστοιχῶς σχετικῶς ὀριζόμενα, ἅπαντα τὰ ὑπὸ τοῦ Ἀναδόχου καὶ ἐντὸς τῆς Ἑρευνητικῆς Περιοχῆς ἀνορυχθέντα φρέατα, μὴ κείμενα δὲ ἐντὸς Περιοχῆς τινος Ἑκμεταλλεύσεως τυχὸν μέχρι τότε κτηθείσης ἐπιστρέφονται ὑπὸ τοῦ Ἀναδόχου εἰς τὸ Ἑλληνικὸν Δημόσιον ἄνευ ἀποζημιώσεως τινος, ὁμοῦ μετὰ τῶν κεφαλῶν τῶν φρεάτων (well head) καὶ τῶν τυχόν ὑφισταμένων εἰς ταῦτα σωληνώσεων (casing).

27.2. Ἐπὶ τῇ λήξει ἡ λύσει ἐκάστης Ἀδείας Ἑκμεταλλεύσεως κατὰ τὰ ἐν τοῖς ἀρθροῖς 7 καὶ 31 τῆς παρούσης σχετικῶς ὀριζόμενα, ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐπιστρέψῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ἄνευ ἀποζημιώσεως τινος, ἅπαντα τὰ διὰ τὰς Ἑργασίας Πετρελαίου τῆς περὶ ἧς πρόκειται Περιοχῆς Ἑκμεταλλεύσεως κτηθέντα ἀκίνητα, (εἴτε τὰ ἀκίνητα ταῦτα κεῖνται ἐντὸς εἴτε ἐκτὸς τῆς Περιοχῆς Ἑκμεταλλεύσεως) καὶ τὰ ὁποῖα δὲν χρησιμοποιοῦνται ὑπ' αὐτοῦ διὰ τὴν συνέχισιν τῶν Ἑργασιῶν Πετρελαίου εἰς ἐτέρας Περιοχὰς Ἑκμεταλλεύσεως βάσει τῆς παρούσης Συμβάσεως, ὑπὸ τὴν προυπόθεσιν ὅτι αἱ διὰ τὴν κτῆσιν τῶν ἐν λόγῳ ἀκινήτων δαπάναι θὰ ἔχουν πλήρως ἀποσβεσθῇ, κατὰ τὸν χρόνον τῆς ἐ-

πιστροφῆς εἰς τὸ Ἑλληνικὸν Δημόσιον, ὡς προβλέπεται ἐν Ἀρθρῷ 14 τῆς παρούσης. Ἐν ἡ περιπτώσει αἱ δαπάναι αὗται δὲν ἔχουν πλήρως, κατὰ τ' ἀνωτέρω ἀποσβεσθῇ, ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐπιστρέψῃ τὰ ρηθέντα ἀκίνητα εἰς τὸ Ἑλληνικὸν Δημόσιον, μόνον ἐπὶ τῇ καταβολῇ παρ' αὐτοῦ ποσοστοῦ ἐκ τριάκοντα πέντε ἐπὶ τοῖς ἑκατὸν (35 %) ἐπὶ τῆς μὴ ἀποσβεσθείσης ἀξίας αὐτῶν. Ἡ τοιαύτη καταβολὴ δὲν ὑπόκειται εἰς οἰουσδήποτε ἐμμέσους ἢ ἀμέσους φόρους οἰασδήποτε μορφῆς καὶ φύσεως, τέλη, δικαιώματα, κρατήσεις καὶ ἡ εἰσφορὰς ἢ ἄλλας εἰδικὰς ἐπιβαρύνσεις ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς οἰουσδήποτε τρίτου.

"Ἀπαντα τὰ ὑπὸ τοῦ Ἀναδόχου κτώμενα κατὰ τ' ἀνωτέρω ποσὰ εἶναι ἐλευθέρως μετατρέψιμα εἰς Δολλάρια ΗΠΑ ἐπὶ ταῖς ἐν τῷ ἀνωτέρω Ἀρθρῷ 20 ὀριζομένοις ἰσοτιμίαι καὶ ὅροις.

27.3. Ἐξαιρέσει τῶν ἐν Ἀρθρῷ 27.2 ἀνωτέρω ὀριζομένων, ὁ Ἀνάδοχος δικαιούται, καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως, νὰ διαθέτῃ ἐλευθέρως, πρὸς ἀντικατάστασιν ἢ δι' ἄλλον τινὰ σκοπὸν, πάντα τὰ κινητὰ καὶ ἡ ἐξοπλισμὸν, μηχανήματα, ὑλικά καὶ ἑτερα ἀντικείμενα ἐγκατεστημένα ἐντὸς τῶν ἀκινήτων.

27.4. Ἐν ἡ περιπτώσει, ὅποτεδήποτε διαρκούσης τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ὁ Ἀνάδοχος πώλῃσιν τὰ ἐν Ἀρθρῷ 27.3 ἀνωτέρω κινητὰ, τότε ἐὰν τὸ προῖον τῆς τοιαύτης πώλῃσεως ὑπερβαῖν τὴν εἰς τὰ βιβλία τοῦ Ἀναδόχου ἐμφανιζομένην κατὰ τὴν ἡμέραν τῆς πώλῃσεως ἀξίαν τοῦ πωληθέντος κινήτου, ἡ ἐντεῦθεν διαφορά προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τοῦ Ἀναδόχου, τοῦ Ἡμερολογιακοῦ Ἔτους ἐντὸς τοῦ ὁποίου ἐπραγματοποιήθη ἡ πώλῃσις τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θεωρεῖται ὡς ἀκαθάριστον ἔσοδον προερχόμενον ἐκ τῆς πώλῃσεως Ὑδρογονανθράκων διὰ τὸν ἀπολογισμὸν τοῦ φόρου ὡς καὶ διὰ τὸν καθορισμὸν τοῦ Συνολικοῦ Μεριδίου τοῦ Ἑλληνικοῦ Δημοσίου, ὡς τοῦτο ὀρίζεται ἐν τῷ ἀνωτέρω Ἀρθρῷ 14.5. Ἐν ἡ περιπτώσει ἀντιθέτως, τὸ προῖον τῆς ἀνωτέρω πώλῃσεως ὑπολείπεται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ἡ διαφορά προστίθεται εἰς τὸ Κόστος Πετρελαίου τοῦ Ἡμερολογιακοῦ Ἔτους ἐντὸς τοῦ ὁποίου ἐπραγματοποιήθη ἡ πώλῃσις.

27.5. Κατὰ τὴν εἰς τὸ Ἑλληνικὸν Δημόσιον ἐπιστροφὴν τῆς Ἑρευνητικῆς Περιοχῆς ἢ οἰασδήποτε Περιοχῆς Ἑκμεταλλεύσεως, κατὰ τὰ ἐν Ἀρθροῖς 27.1. καὶ 27.2. τῆς παρούσης ὀριζόμενα, ἅπαντα τὰ παραγωγικὰ φρέατα δέον νὰ σφραγισθοῦν (plugged) καταλλήλως ὑπὸ τοῦ Ἀναδόχου, τὰ πρὸς τοῦτο δὲ ἔξοδα θέλουν περιληφθῇ εἰς τὸ Κόστος Πετρελαίου, ἅπαντα δὲ τὰ γινωστὰ ὑδροφόρα στρώματα δέον ὡσαύτως νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον. Τὰ παραγωγικὰ φρέατα ὡς καὶ ἡ ἀκίνητος περιουσία, ἥτις τυγχάνει ἐπιστρεπτέα εἰς τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὰ ἐν Ἀρθρῷ 27.2. ἀνωτέρω ὀριζόμενα, θὰ παραδοθῶν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς ἣν κατὰστασιν θὰ εὐρίσκωνται τότε.

27.6. Ρητῶς συμφωνεῖται ὅτι, ἐφ' ὅσον χρόνον ἰσχύουν καὶ εὐρίσκωνται ἐν λειτουργίᾳ μία ἢ πλείονες Περιοχαὶ Ἑκμεταλλεύσεως, βάσει τῆς παρούσης Συμβάσεως, ὁ Ἀνάδοχος δικαιούται νὰ παρακρατῇ καὶ νὰ χρησιμοποιῇ ἅπασαν τὴν κινήτην ἢ ἀκίνητον περιουσίαν, ἥτις, κατὰ τὴν κρίσιν του, θεωρεῖται ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν Ἑργασιῶν Πετρελαίου ἐν τῇ ρηθείσῃ καὶ τελούσῃ εἰσέτι ἐν ἰσχύϊ καὶ λειτουργίᾳ Περιοχῇ Ἑκμεταλλεύσεως, ἡ ἐν σχέσει πρὸς αὐτήν.

27.7. Ἐπὶ τῇ λήξει ἡ λύσει τῆς παρούσης Συμβάσεως τὸ προῖον τῆς ἐκποίησης τῶν κινήτων πραγμάτων διανέμεται ἀναλογικῶς μεταξὺ τῶν Συμβαλλομένων Μερῶν κατὰ λόγον 65 % διὰ τὸ Ἑλληνικὸν Δημόσιον καὶ 35 % διὰ τὸν Ἀνάδοχον. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ διατηρήσῃ εἰς τὴν ἰδιοκτησίαν του τὰ ἀνωτέρω κινητὰ, θὰ καταβάλῃ εἰς τὸν Ἀνάδοχον τριάκοντα πέντε ἐπὶ τοῖς ἑκατὸν (35%) τῆς τότε πραγματικῆς τῶν ἀξίας. Τὸ ὡς ἄνω μερίδιον τοῦ Ἀναδόχου εἶναι ἐλεύθερον παντὸς ἐν γένει ἀμέσου ἢ ἐμμέσου φόρου οἰασδήποτε μορφῆς καὶ φύσεως, τελῶν, δικαιωμάτων, κρατήσεων καὶ ἡ εἰσφορὰν ἢ ἐτέρας τινὲς εἰδικῆς ἐπιβαρύνσεως ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε ἀρχῆς ἢ νομικοῦ προσώπου καὶ παντὸς ἐν γένει τρίτου.

"Απαντα τὰ ὑπὸ τοῦ Ἀναδόχου κτώμενα κατὰ τὰ ἀνωτέρω ποσὰ εἶναι ἐλευθέρως μετατρέψιμα εἰς Δολλάρια ΗΠΑ ἐπὶ ταῖς ἐν τῷ ἀνωτέρῳ Ἀρθρῷ 20 ὀριζομένους ἰσοτιμίας καὶ ὁ-
ροις.

"Αρθρον 28.

Ἀνωτέρα Βία.

28.1. Διὰ τοῦ ὅρου Ἀνωτέρα Βία, ὡς ἐν τῇ παρούσῃ χρη-
σιμοποιῆται, νοεῖται πᾶν περιστατικόν, μὴ δυνάμενον νὰ
προβλεφθῇ ἢ πᾶσα κατάστασις ἐκφεύγουσα τοῦ ἐλέγχου ἐκα-
τέρου ἐκ τῶν Συμβαλλομένων Μερῶν ἀντιστοίχως, καὶ περι-
λαμβάνει ἐνδεικτικῶς ἐν ἡ πλείονα ἐκ τῶν κατωτέρω περι-
στατικῶν :

Θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις,
πλημμύρας, τυχαία γεγονότα, ἀπεργίας, ἀνταπεργίας, πολέ-
μους καὶ ἐμπολέμους καταστάσεις, ἐπαναστάσεις, πολιτι-
κὰς ἀναταραχάς, ἐξεγέρσεις, στάσεις, πράξεις τοῦ Ἑλληνι-
κοῦ Δημοσίου ἢ ἀλλοδαπῆς Κυβερνήσεως ὑπὸ μορφὴν νόμου
ἢ ἄλλην, τὴν ἀδυναμίαν ἢ τὴν καθυστέρησιν τοῦ Ἀναδόχου,
παρ' ὅλας τὰς ἐπιμελεῖς προσπάθειάς του, ὅπως ἀποκτήσῃ
τὰς ἀπαιτούμενας ἀκινήτους ἰδιοκτησίας ἢ τὰ ἐπ' αὐτῶν δικαι-
ώματα, καθυστερήσεις, μὴ δυνάμενας νὰ ἀποφευχθῶσι κατὰ
τὴν μεταφορὰν ἐξοπλισμοῦ καὶ προσωπικοῦ ἢ κατὰ τὴν ἀπό-
κτησιν δικαιωμάτων διελεύσεως, ἀδυναμίαν ἀποκτήσεως ὑ-
λικῶν ἐν τῇ ἀγορᾷ καὶ τὰ παρόμοια.

28.2. Ἡ παρ' ἐκατέρου τῶν Συμβαλλομένων Μερῶν παρά-
λειψις ἢ καθυστέρησις πρὸς ἐκτέλεσιν ἢ ἐκπλήρωσιν οἰασθή-
ποτε ἀντιστοίχου ὑποχρεώσεως, αὐτῶν, ἢ πρὸς ἀσκήσιν οἰ-
ουδήποτε ἀντιστοίχου δικαιώματος αὐτῶν, βάσει τῆς παρού-
σης Συμβάσεως, δὲν θεωρεῖται ὡς παράβασις ἢ ἀθέτησις τῆς
παρούσης Συμβάσεως, ἢ παραίτησις ἀπ' αὐτῆς, καὶ δὲν γεννᾷ
οἰονδήποτε δικαίωμα ἢ ἀξίωσιν ὑπὲρ ἢ καθ' ἐκατέρου ἐκ τῶν
Συμβαλλομένων Μερῶν, ἐφ' ὅσον ἡ τοιαύτη παράλειψις, μὴ
ἐκπλήρωσις ἢ καθυστέρησις ὀφείλεται εἰς περιστατικὸν Ἀ-
νωτέρας Βίας ἢ εἰς τὰς ἐξ αὐτῆς ἀπορροεούσας συνεπειάς.

28.3. Εἰς τὴν περίπτωσιν, συνεπεῖα περιστατικοῦ Ἀνωτέ-
ρας Βίας, ἐκάτερον τῶν Συμβαλλομένων Μερῶν παρεμποδί-
ζεται ἐν τῇ ἐκτελέσει τῶν ὑποχρεώσεων του ἢ ἐν τῇ ἀσκήσει
τῶν δικαιωμάτων του βάσει τῆς παρούσης Συμβάσεως, τότε
αἱ Ἔργασίαι Πετρελαίου ἢ ἡ ἐκτέλεσις οἰασθήποτε ὑποχρεώ-
σεως ἢ ἡ ἐνάσκησις οἰουδήποτε δικαιώματος, βάσει τῆς παρού-
σης Συμβάσεως, καθ' ὃ μέτρον θίγονται ἐκ τοῦ περιστατικοῦ
Ἀνωτέρας Βίας, ἀναστέλλονται ἐφ' ὅσον χρόνον διαρκεῖ τὸ
τοιοῦτον περιστατικὸν καὶ ἐπὶ εὐλογον μετὰ ταῦτα χρόνον,
ὡς ἡθελεν ἀπαιτηθῇ διὰ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων καὶ
τὴν ὁμαλὴν ἐπανάληψιν τῶν Ἐργασιῶν Πετρελαίου.

"Απας ὁ χρόνος τῆς ἀνωτέρω ἀποστολῆς προστίθεται εἰς
τὴν διάρκειαν ἰσχύος τῆς παρούσης Συμβάσεως ὡς καὶ τῶν
Ἀδειῶν Ἑρεύνης ἢ καὶ τῶν τοιούτων Ἐκμεταλλεύσεως, αἵ-
τινες ἤδη ἀπεκτήθησαν ἢ μέλλουν νὰ ἀποκτηθοῦν βάσει τῆς
παρούσης Συμβάσεως καὶ αἵτινες παρατείνονται ἐπὶ ἀντίστοι-
χον χρόνον.

"Αρθρον 29.

Χρηματοδότησις - Ὑποθήκαι καὶ Βάρη.

29.1. Ἐπὶ τῇ αἰτήσει τοῦ Ἀναδόχου τὸ Ἑλληνικὸν Δη-
μόσιον θὰ παράσχη ἀπάσας τὰς ἀναγκαίας ἐγκρίσεις, θὰ λάβῃ
ἅπαντα τὰ ἀπαιτούμενα μέτρα, καὶ θὰ ὑπογράψῃ ἀπάσας τὰς
πράξεις καὶ συμβόλαια, ἢ θὰ συμετάσχη ἢ θὰ προκαλέσῃ τὴν
λῆψιν καὶ ὑπογραφήν των, πρὸς τὸν σκοπὸν ὅπως ἐπιτρέψῃ
εἰς τὸν Ἀνάδοχον νὰ ὑποθηκεύσῃ βάσει τοῦ Νόμου 4112/
1929, ἅπαντα τὰ μηχανήματα, ἐξοπλισμόν, ἐφόδια καὶ σιδηρᾶ
καὶ μεταλλικὰ συστατικὰ ἢ παραρτήματα ὅλων τῶν ἐργοστα-
σίων καὶ ἐγκαταστάσεων, ὡς, ἐνδεικτικῶς, ἐργοστασίων πα-
ραγωγῆς ἡλεκτρικοῦ ρεύματος, ἀποθηκευτικῶν δεξαμενῶν,
ἐργοστασίου ὑγραερίων, ἐργοστασίου θείου καὶ ἐγκαταστά-
σεων φορτώσεως, τῶν ὁποίων ἡ κυριότης ἀνήκει εἰς τὸ Ἑλ-
ληνικὸν Δημόσιον, ὑπὲρ τῶν πιστωτῶν τοῦ Ἀναδόχου, διὰ
τὴν ἀποπληρωμὴν τῶν δανείων ἢ καὶ πιστώσεων, αἵτινες
θὰ χορηγηθοῦν ὑπ' αὐτῶν εἰς τὸν Ἀνάδοχον διὰ τὴν χρηματο-
δότησιν τῶν Ἐργασιῶν Πετρελαίου καὶ ἐφ' ὃν μόνον χρόνον

τὰ ἐν λόγῳ δάνεια καὶ ἡ πιστώσεις παραμένουν ἀνεξόφλητοι.
Ἐπὶ τῇ προοδευτικῇ ὁμως ἀποπληρωμῇ των, ὁ Ἀνάδοχος
ὕποχρεοῦται νὰ μεριμνήσῃ διὰ τὴν προσήκουσαν ἄρσιν ἢ πε-
ριορισμὸν τῶν ὑποθηκῶν καὶ ἡ τῶν ἐτέρων βαρῶν, ἐπιβλη-
θέντων διὰ τὴν τοιαύτην ἀποπληρωμὴν.

29.2. Ὁ Ἀνάδοχος δικαιούται νὰ χρηματοδοτῇ τμήμα τῶν
Ἐργασιῶν Πετρελαίου μέσῳ πιστώσεων χορηγηθησομένων
ὑπὸ τρίτων δανειστῶν, περιλαμβανομένων πιστώσεων παρὰ
προμηθευτῶν ὑλικῶν καὶ ἡ ὑπηρεσιῶν, ὑπὸ τὴν ἐγγύησιν
δὲ ἀλλοδαπῶν Κρατικῶν Ὁργανισμῶν, ἐπιδιωκόντων τὴν
διευκόλυνσιν ἐξαγωγῶν. Κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ
Δημοσίου, ὁ Ἀνάδοχος δικαιούται νὰ ἐκχωρήσῃ ἐν ἡ πλείονα
ἐκ τῶν διὰ τῆς παρούσης Συμβάσεως χορηγουμένων αὐτῷ
δικαιωμάτων πρὸς ἓνα ἢ πλείονας τῶν ἀνωτέρω τρίτων δα-
νειστῶν ἢ καὶ ἀλλοδαπῶν Κρατικῶν Ὁργανισμῶν, ἀποδεκτῶν
ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ πρὸς ἐντολοδόχον (tru-
stees) Τράπεζαν, ἀποδεκτὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου,
ἐνεργοῦσαν διὰ λογαριασμὸν τῶν ἐν λόγῳ τρίτων δανειστῶν ἢ
Ὁργανισμῶν, ἐπιπροσθέτως δὲ ὁ Ἀνάδοχος δικαιούται νὰ
συνιστᾷ ἐνέχυρα ἢ καὶ ἕτερα βάρη (liens) καί, καθ' ὃ μέ-
τρον ἐπιτρέπεται ὑπὸ τοῦ Ἀρθροῦ 29.1. ἀνωτέρω, ὑποθήκας
ὑπὲρ ἐνὸς ἢ πλείονων ἐκ τῶν ἐν λόγῳ τρίτων δανειστῶν ἢ
καὶ ἀλλοδαπῶν Κρατικῶν Ὁργανισμῶν, ἢ ἐντολοδόχων τοι-
ούτων δανειστῶν ἢ Ὁργανισμῶν. Τὸ Ἑλληνικὸν Δημόσιον,
ἀποδέχεται περαιτέρω, ὅπως μὴ λάβῃ οἰονδήποτε μέτρον
ὅπερ παραβάλλει ἢ ἐνδέχεται, σὺν τῇ παρόδῳ τοῦ χρόνου,
νὰ παραβάλλῃ τὰς ὑπὲρ τῶν τρίτων δανειστῶν χορηγηθείσας
ἀσφαλείας.

"Αρθρον 30.

Καλὴ Ἐκτέλεσις τῆς Συμβάσεως-Ἐφαρμοστέον Δίκαιον.

30.1. Ἀμφότερα τὰ Συμβαλλόμενα Μέρη συμφωνοῦν ὅ-
πως, ἀνὰ πάντα χρόνον διαρκούσης τῆς ἰσχύος τῆς παρούσης
Συμβάσεως συνεργάζονται ἁρμονικῶς καὶ ἐν πνεύματι καλῆς
πίστεως, ἐπὶ τῷ τέλει ἐπιτεύξεως, ἐντὸς τοῦ συντομωτέρου
δυνατοῦ χρόνου καὶ κατὰ τὸν ἀποτελεσματικώτερον δυνατὸν
τρόπον, τῶν ἀντικειμενικῶν σκοπῶν τῆς παρούσης, τηροῦντα
αὐστηρῶς ἅπαντας τοὺς ὅρους καὶ συμφωνίας ταύτης.

Ὑπὸ τὸ ἐν λόγῳ πνεῦμα συνεργασίας, τὸ Ἑλληνικὸν Δημό-
σιον ἀποδέχεται ὅπως παράσχη εἰς τὸν Ἀνάδοχον πᾶσαν
συνδρομὴν καὶ προστασίαν κατὰ τὴν διεξαγωγὴν τῶν Ἐργα-
σιῶν Πετρελαίου καὶ ἐν γένει κατὰ τὴν ἄσκησιν καὶ ἐκτέλεσιν
ἁπάντων τῶν ἐκ τῆς παρούσης ἀπορροεόντων δικαιωμάτων καὶ
ὕποχρεώσεων του περιλαμβανομένων ἐλλ' οὐχὶ περιοριστι-
κῶς, τῆς χορηγήσεως πάσης ἀδείας καὶ παντὸς δικαιώματος
εἰσόδου ὡς καὶ θέσεως εἰς τὴν διάθεσιν του ἁπασῶν τῶν ἀ-
ναγκαίων διευκολύνσεων καὶ ὑπηρεσιῶν καὶ δὴ κατὰ τρόπον
ἐπιτρέποντα τὴν καλυτέραν δυνατὴν ἀξιοποίησιν αὐτῶν, πρὸς
ἐκπλήρωσιν τῶν ἀντικειμενικῶν σκοπῶν τῆς παρούσης Συμ-
βάσεως.

30.2. Ἀμφότερα τὰ Συμβαλλόμενα Μέρη συμφωνοῦν
ὅπως αἱ δικτάξεις τῆς παρούσης Συμβάσεως διέπουν, ἀπὸ τῆς
Ἡμερομηνίας Ἐνάρξεως ἰσχύος τῆς, τὰ ἀντίστοιχα δικαιώ-
ματα καὶ ὑποχρεώσεις αὐτῶν ὅτι ἐκτὸς τῆς παρούσης Συμ-
βάσεως καὶ τῶν Παραρτημάτων τῆς, δὲν ὑφίστανται μεταξύ
αὐτῶν ἕτεροι συμβάσεις ἢ συμφωνίαι ἐγγράφοι ἢ προφορικαί.

30.3. Τὰ Συμβαλλόμενα Μέρη ἀποδέχονται περαιτέρω,
ὅτι καθ' ὅλην τὴν διάρκειαν ἰσχύος τῆς παρούσης Συμβάσεως
οὐδεμία διάταξις αὐτῆς δύναται νὰ τροποποιηθῇ, συμπληρωθῇ
ἢ ἀντικατασταθῇ, εἰμὴ κατόπιν ἀμοιβαίας μεταξύ αὐτῶν συμ-
φωνίας, ἐπιβεβαιουμένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ
τῶν νομίμων αὐτῶν ἀντιπροσώπων.

30.4. Ἡ παροῦσα Σύμβασις ὑπερισχέει ἐναντι τῶν κειμέ-
νων ἢ μελλόντων νόμων, γενικῆς ἢ ἐιδιῆς φύσεως, ἐξαιρέσει
τῶν περιπτώσεων καθ' ἃς ἄλλως ὀρίζεται ἐν τῇ παρούσῃ,
τὸ δὲ Ἑλληνικὸν Δημόσιον ἐγγυᾶται ὅτι οὐδεὶς γενικὸς ἢ εἰ-
δικὸς νόμος θέλει θεσπισθῇ καὶ οὐδεμία, οἰασθήποτε φύσεως,
ἐνέργεια θέλει ληφθῇ συνεπαγόμεναι τὴν τροποποίησιν, συμ-
πλήρωσιν ἢ λύσιν τῆς παρούσης Συμβάσεως.

Περαιτέρω, τὸ Ἑλληνικὸν Δημόσιον ἐγγυᾶται, ὅτι οὔτε τοῦτο, οὔτε οἰαδήποτε Κρατικὴ Ἀρχή, Δῆμος, Κοινότης ἢ ἕτερος Δημόσιος Ὄργανισμός θέλει προβῇ εἰς οἰανδήποτε ἐνέργειαν, θέλει ἐκδώσει οἰανδήποτε διαταγὴν ἢ θέλει λάβει οἰονδήποτε μέτρον, δυνάμενον νὰ θέσῃ ἐν κινδύνῳ ἢ νὰ περιορίσῃ ἢ καθ' οἰονδήποτε τρόπον νὰ ἐπιβαρύνῃ τὰ ἐκ τῆς παρούσης Συμβάσεως ἀπορρέοντα δικαιώματα καὶ ὑποχρεώσεις τοῦ Ἀναδόχου.

Ἄρθρον 31.

Παράβασις, Λύσις καὶ Λήξις τῆς Συμβάσεως.

31.1. Ἐν ἡ περιπτώσει ἐκάτερον τῶν Συμβαλλομένων Μερῶν φρονεῖ ὅτι τὸ ἕτερον παρέβη οἰανδήποτε τῶν ἐκ τῆς παρούσης ἀπορρεουσῶν ὑποχρεώσεων καὶ δεσμεύσεων του, γνωστοποιεῖ τοῦτο εἰς τὸ ἕτερον ἐγγράφως, ἐντὸς ἀνατρεπτικῆς προθεσμίας ἐκατὸν ὀγδοήκοντα (180) ἡμερῶν, ἀρχομένης ἀπὸ τῆς ἡμερομηνίας καθ' ἣν ἔλαβε τοῦτο γνῶσιν τῆς περὶ ἧς πρόκειται παραβάσεως καὶ καλεῖ τὸ ἕτερον Μέρος ὅπως ἀποκαταστήσῃ ταύτην καὶ ἀποζημιώσῃ τὸν προσκαλοῦντα. Ἐὰν τὸ ὑπεύθυνον Μέρος δὲν ἀποκαταστήσῃ τὴν ἀποδιδομένην αὐτῷ παράβασιν ἢ ἂν τὰ Μέρη δὲν ἐπιτύχουν φιλικὴν διευθέτησιν τῆς διαφορᾶς ἐντὸς τῶν ἐπομένων ἐξήκοντα (60) ἡμερολογιακῶν, ἡμερῶν, ἀπὸ τῆς ἡμερομηνίας κοινοποιήσεως τῆς ἀνωτέρω γνωστοποιήσεως, εἰς ἐκάτεραν ἡ εἰς ἀμφοτέρας τὰς ὡς ἂνω περιπτώσεις, ἡ λύσις τῆς διαφορᾶς παραπέμπεται ὑφ' οἰονδήποτε τῶν Μερῶν εἰς τὴν ὑπὸ τοῦ Ἄρθρου 33 τῆς παρούσης προβλεπομένην διαιτησίαν.

Ἐν ἡ περιπτώσει τὸ ἐνδιαφερόμενον Μέρος εἰς οὐδεμίαν ἐνέργειαν προέλθει ἐντὸς τῆς ρηθείσης προθεσμίας τῶν ἐκατὸν ὀγδοήκοντα (180) ἡμερῶν, θεωρεῖται παραιτηθὲν τῶν δικαιωμάτων του, ἐν σχέσει πρὸς τὴν περὶ ἧς πρόκειται συγκεκριμένην παράβασιν.

31.2. Ἐπιφυλασσομένων τῶν ὀριζομένων κατωτέρω, ἐν ἄρθρῳ 31.6 καὶ 31.7, τὸ Ἑλληνικὸν Δημόσιον δικαιούται νὰ λύσῃ τὴν παροῦσαν Σύμβασιν μόνον διὰ σπουδαῖον λόγον, συνιστάμενον εἰς σοβαρὰν παράβασιν τῶν ὅρων αὐτῆς ὑπὸ τοῦ Ἀναδόχου.

Ἐὰν κατὰ τὴν κρίσιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑφίσταται τοιαύτη σοβαρὰ παράβασις, δικαιολογούσα τὴν λύσιν τῆς συμβάσεως κατὰ τὰ ἀνωτέρω, τὸ Ἑλληνικὸν Δημόσιον, ἐντὸς ἀνατρεπτικῆς προθεσμίας ἐκατὸν ὀγδοήκοντα (180) ἡμερῶν, ἀφ' ἧς ἔλαβε γνῶσιν τῆς ρηθείσης παραβάσεως, προσκαλεῖ ἐγγράφως τὸν Ἀνάδοχον ὅπως, ἐντὸς διμήνου προθεσμίας ἐκτελέσῃ τὰς ἐκ τῆς Συμβάσεως ὑποχρεώσεις του καὶ ἀποκαταστήσῃ πλήρως πᾶσαν ἐκ τῆς παραβάσεως ζημίαν τοῦ Ἑλληνικοῦ Δημοσίου.

Ἐν μὴ συμμορφώσει τοῦ Ἀναδόχου πρὸς τὴν πρόσκλησιν τοῦ Ἑλληνικοῦ Δημοσίου, τοῦτο δικαιούται νὰ προσφύγῃ ἀπ' εὐθείας, ἄνευ ἐτέρας διατυπώσεως, εἰς τὴν ὑπὸ τοῦ Ἄρθρου 33 τῆς Συμβάσεως προβλεπομένην διαιτησίαν. Τὸ Διαιτητικὸν Δικαστήριον, ἀποφαινόμενον ὅτι ὁ ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἐπικαλούμενος σπουδαῖος λόγος λύσεως τῆς Συμβάσεως συντρέχει τῷ ὄντι, κηρύσσει ταύτην λελυμένην καὶ ἐπιδικάζει εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν προσήκουσαν ἀποζημίωσιν διὰ τὴν ἐκ τῆς παραβάσεως ζημίαν αὐτοῦ.

31.3. Ὁ Ἀνάδοχος δικαιούται, ἂν ἐπιθυμῇ, νὰ λύσῃ ἄνευ αἰτιολογίας τὴν παροῦσαν Σύμβασιν εἴτε ἐν ὅλῳ εἴτε διὰ μίαν ἢ πλείονας τῶν Ἑρευνητικῶν Ἀδειῶν καὶ ἡ τῶν Ἀδειῶν Ἐκμεταλλεύσεως ἃς οὗτος θὰ κέκτηται τότε, εἰδοποιῶν περὶ τούτου τὸ Ἑλληνικὸν Δημόσιον πρὸ ἐνενήκοντα (90) ἡμερολογιακῶν ἡμερῶν. Ἡ τοιαύτη λύσις ἐπέρχεται ἀδαπάνως καὶ ἀζημίας διὰ τὸν Ἀνάδοχον, ἐξαιρέσει τῶν ἐν τῷ ἀνωτέρῳ Ἄρθρῳ 4 ὀριζομένων περιπτώσεων.

31.4. Ἡ λήξις τῆς παρούσης Συμβάσεως ἐπέρχεται ἅμα τῇ λήξει τοῦ χρόνου ἰσχύος τῆς Ἑρευνητικῆς Ἀδείας καὶ ἀπασῶν τῶν Ἀδειῶν Ἐκμεταλλεύσεως ἃς κέκτηται ὁ Ἀνά-

δοχος ὡς καὶ ἀπασῶν τῶν παρατάσεων τῆς διαρκείας ἰσχύος αὐτῶν.

31.5. Ἐπιφυλασσομένων τῶν εἰδικῶν περιπτώσεων περὶ ὧν τὸ Ἄρθρον 31.6 καὶ 31.7 κατωτέρω, ἀπὸ τῆς πραγματικῆς ἡμερομηνίας λύσεως ὁλοκλήρου τῆς παρούσης Συμβάσεως ἢ ἀπὸ τῆς ἡμερομηνίας λήξεως ταύτης κατὰ τὰ ἐν τῷ ἀνωτέρῳ Ἄρθρῳ 31.2, 31.3 καὶ 31.4 σχετικῶς ὀριζόμενα ἢ παροῦσα Σύμβασις παύει ἰσχύουσα καὶ οὐδὲν συνεπάγεται περαιτέρω ἀποτέλεσμα, ἐξαιρέσει ἀπάντων τῶν πρὸ τῆς τοιαύτης λύσεως ἢ λήξεως κτηθέντων δικαιωμάτων ἢ δημιουργηθεισῶν ὑποχρεώσεων, αἵτινες ἐξακολουθοῦν νὰ ἰσχύουν, δεσμεύουν καὶ παράγουν ἔννομα ἀποτελέσματα καὶ αἵτινες θὰ ἐξακολουθοῦν νὰ διέπονται ὑπὸ τῆς παρούσης Συμβάσεως.

31.6. Ἐὰν ὁ Ἀνάδοχος δὲν ὑποβάλλῃ, ἐντὸς τῆς προθεσμίας τῶν ἐνενήκοντα (90) ἡμερῶν τῆς προβλεπομένης ἐν Ἄρθρῳ 9.3 ἀνωτέρω εἰς τὸ Ἑλληνικὸν Δημόσιον, τὰς Οἰκονομικὰς Διαβεβαιώσεις τὰς περιγραφομένας εἰς τὸ ἐν λόγῳ ἄρθρον, ἐν ὅλῳ ἢ ἐν μέρει, τὸ Ἑλληνικὸν Δημόσιον δικαιούται νὰ κηρύξῃ ἀμέσως ἐκπτώτον τὸν Ἀνάδοχον. Ἡ ἐκπτώσις αὕτη κηρύσσεται δι' ἀποφάσεως τοῦ Ὑπουργοῦ Βιομηχανίας, κοινοποιουμένης εἰς τὸν Ἀνάδοχον ἐπὶ ἀποδείξει καὶ ἐκτείνεται ἐφ' ὅλων τῶν νομικῶν προσώπων (ἐταίριων) τῶν ἀποτελούντων τὸν Ἀνάδοχον. Ἀπὸ τῆς χρονολογίας τῆς κοινοποιήσεως τῆς ἀνωτέρω ἀποφάσεως ὁ Ἀνάδοχος ἐκπίπτει, πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου, ὅλων τῶν ἐκ τῆς παρούσης Συμβάσεως δικαιωμάτων, ἀπαιτήσεων καὶ συμφερόντων του καὶ ἡ παροῦσα Σύμβασις λύεται ἄνευ ὅμως οἰασδήποτε ὑποχρεώσεως τοῦ Ἀναδόχου εἰς ἀποζημίωσιν τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἄνευ οἰασδήποτε ἐτέρας δαπάνης ἢ ζημιολογίου διὰ τὸν Ἀνάδοχον συνεπειᾶς, ἀλλὰ καὶ περαιτέρω ἄνευ δικαιώματος τοῦ Ἀναδόχου εἰς ἀνάληψιν οἰασδήποτε ἐπενδύσεως αὐτοῦ ἐντὸς τῆς Συμβατικῆς Περιόχης, πραγματοποιηθείσης εἴτε συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν εἴτε συμφώνως πρὸς τὴν Σύμβασιν Παραχωρήσεως τὴν κυρωθεῖσαν διὰ τοῦ Ν. Δ/τος 462/1970, πασῶν τῶν τοιούτων ἐπενδύσεων ἀπομένουσῶν πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου.

31.7. Ἐὰν, ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρούσης Συμβάσεως, ἐν ἡ πλείονα τῶν νομικῶν προσώπων (ἐταίριων) τῶν ἀποτελούντων τὸν Ἀνάδοχον πτωχεύσῃ, ἀπὸ τῆς κηρύξεως τῆς πτωχεύσεως καὶ ἐφ' ὅσον ἐντὸς διμήνου ἀπὸ ταύτης δὲν ἐκδοθῇ δικαστικὴ ἀπόφασις ἀνακαλοῦσα τὴν προηγουμένην περὶ κηρύξεως τῆς πτωχεύσεως δικαστικὴν ἀπόφασιν, τὸ πτωχεύσαν Νομικὸν Πρόσωπον ἢ Νομικὰ Πρόσωπα (ἐταιρίαι) ἐκπίπτουν αὐτοδικαίως ἀπάντων τῶν δικαιωμάτων, ἀπαιτήσεων καὶ συμφερόντων αὐτῶν ἐκ τῆς παρούσης Συμβάσεως, ὡς ἐπίσης καὶ ἐκ τοῦ δικαιώματος αὐτῶν πρὸς ἀνάληψιν οἰασδήποτε ἐπενδύσεως των ἐντὸς τῆς Συμβατικῆς Περιόχης, πραγματοποιηθείσης εἴτε συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν εἴτε συμφώνως πρὸς τὴν Σύμβασιν Παραχωρήσεως κυρωθεῖσαν διὰ τοῦ Νομ. Διατάγματος 462/1970 καὶ ἡ παροῦσα Σύμβασις λύεται αὐτοδικαίως ὡς πρὸς τὸ πτωχεύσαν Νομικὸν Πρόσωπον ἢ Πρόσωπα (ἐταιρίαι). Ἐν τῇ περιπτώσει ταύτῃ ἡ παροῦσα Σύμβασις ἐξακολουθεῖ νὰ παραμένῃ ἐν πλήρει ἰσχύϊ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῶν ἀπομενόντων Νομικῶν Προσώπων (ἐταίριων) τῶν ἐκ Δευτέρου Συμβαλλομένων τὰ ὅποια δὲν ἐκηρύχθησαν εἰς πτωχεύσιν καὶ τὰ ὅποια, ὑπεισέρχονται εἰς ἅπαντα τὰ ἐκ τῆς παρούσης ἀπορρέοντα δικαιώματα, ἀπαιτήσεις, συμφέροντα καὶ ὑποχρεώσεις τοῦ πτωχεύσαντος, κατ' ἀναλογίαν τῶν μερίδων συμμετοχῆς των ἐν τῇ παρούσῃ Συμβάσει καὶ εὐθύνονται ἑναντι τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῶν πιστωτῶν δανείων ἢ πιστώσεων διὰ τὴν χρηματοδότησιν τῶν Ἑργασιῶν Πετρελαίου, διὰ τὴν ἐκτέλεσιν τῆς παρούσης καὶ ἀπάντων τῶν ἐξ αὐτῆς ἀπορρέοντων δικαιωμάτων καὶ ὑποχρεώσεων καὶ τὴν ἐξυπηρέτησιν καὶ ἀποπληρωμὴν τῶν χρηρηθέντων διὰ τὴν χρηματοδότησιν τῶν Ἑργασιῶν Πετρελαίου δανείων καὶ πιστώσεων τῶν κατὰ τὸν χρόνον ἐκεῖνον εἰσέτι ἀνεξοφλήτων.

"Αρθρον 32.

Προστασία τῆς Ἐπενδύσεως.

Ἐπὶ πλέον τῶν διὰ τῆς παρούσης Συμβάσεως χορηγούμενων εἰς τὸν Ἀνάδοχον δικαιωμάτων, τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχη εἰς αὐτὸν τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ ἐπενδύσεως καὶ προστασίας κεφαλαίων ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα πάσης φύσεως καὶ μορφῆς κεφάλαια, ἀναγκαῖα ἢ χρήσιμα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης Συμβάσεως καθοριζομένων σκοπῶν.

Ἡ τοιαύτη προστασία θέλει παρασχεθῇ συμφώνως πρὸς τὴν διαδικασίαν τὴν ὀριζομένην ὑπὸ τοῦ ρηθέντος Ν.Δ. 2687/1953.

"Αρθρον 33.

Διαιτησία.

33.1. Πᾶσα μεταξὺ τῶν Συμβαλλομένων Μερῶν διαφορά, διένεξις ἢ διαφωνία ἀναφορικῶς πρὸς οἰονδήποτε θέμα, ἀνακύπτων ἢ σχέσιν ἔχον μετὰ τὴν ἐρμηνείαν καὶ τὴν ἐφαρμογὴν τῆς παρούσης Συμβάσεως καὶ μὴ δυνάμενον νὰ διευθετηθῇ φιλικῶς, συμφώνως πρὸς τὴν διαδικασίαν, τὴν προβλεπομένην ἐν Ἀρθρῳ 31.1 ἀνωτέρω, θὰ λύεται διὰ διαιτησίας, ἥτις θὰ διεξάγεται κατὰ τὸν ἀκόλουθον τρόπον :

33.2. Τὸ ἐπιθυμοῦν τὴν διαιτησίαν Μέρος, δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸ ἕτερον, θὰ γνωστοποιῇ αὐτῷ τὴν τοιαύτην τοῦ ἐπιθυμίου, θὰ καθορίζῃ ἀκριβῶς τὰ θέματα τῆς διαφοράς, διενέξεως ἢ διαφωνίας, θὰ ὀρίξῃ τὸν διαιτητὴν αὐτοῦ καὶ θὰ καλῇ τὸ ἕτερον Μέρος ὅπως διορίσῃ δευτέρον διαιτητὴν. Ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς λήψεως τῆς τοιαύτης κοινοποιήσεως, τὸ ἕτερον Μέρος θὰ γνωστοποιήσῃ ἐγγράφως πρὸς τὸ αἰτησάμενον τὴν διαιτησίαν μέρος τὸν διαιτητὴν αὐτοῦ. Παρερχομένης ἀπράκτου τῆς προθεσμίας ταύτης ὁ δευτερός διαιτητὴς διορίζεται ὑπὸ τοῦ Προέδρου τοῦ Ἀρείου Πάγου ἐπὶ τῇ αἰτήσῃ τοῦ ἐπισπεύδοντος τὴν διαιτησίαν Μέρους. Οἱ οὕτω διορισθέντες διαιτηταὶ ὑποχρεοῦνται, ὅπως ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητὴν, ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν ὡς πρὸς τὴν ἐκλογὴν τοῦ τρίτου διαιτητοῦ ἢ παρερχομένης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, ὡς τρίτος διαιτητὴς ὀρίζεται ὁ Πρόεδρος τοῦ Ἀρείου Πάγου καὶ ἐν περιπτώσει ἀπουσίας αὐτοῦ ἢ κωλύματός τινος ὁ ἀρχαιότερος Ἀντιπρόεδρος τοῦ αὐτοῦ Δικαστηρίου. Οἱ διαιτηταὶ ὀφείλουσι νὰ ἐκδώσωσι τὴν ἀπόφασίν των ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τοῦ διορισμοῦ τοῦ τρίτου διαιτητοῦ. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Ἀναδόχου ἢ ἀποφάσει τοῦ Διαιτητικοῦ Δικαστηρίου. Οἱ διαιτηταὶ δὲν δεσμεύονται ὑφ' οἰωνδήποτε δικονομικῶν κανόνων ἐν τῇ διεξαγωγῇ τῆς διαιτησίας. Δικαιοῦνται νὰ ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοφύας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὄψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

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

Ἡ διαιτητικὴ ἀπόφασις λαμβάνεται διὰ πλειοψηφίας.

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

33.4. Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὀριστική, τελεσίδικος καὶ ἀμετάκλητος, μὴ ὑποκειμένη εἰς οἰονδήποτε τακτι-

κὸν ἢ ἐκτακτον ἐνδικον μέσον καὶ ἀποτελεῖ τίτλον ἐκτελεστόν, μὴ ἀπαιτουμένης τῆς περιαφῆς ταύτης διὰ τοῦ τύπου ἐκτελέσεως ὑπὸ τοῦ Δικαστηρίου.

Τὰ ἐξοδα τῆς διαιτησίας καὶ ἡ συνήθης ἀποζημίωσις τῶν διαιτητῶν βαρύνουσι τὸ ὑπὸ τῆς διαιτητικῆς ἀποφάσεως καθορισθόμενον Μέρος ἢ Μέρη.

33.5. Ρητῶς συμφωνεῖται ὅτι τόσον ἡ προσφυγὴ εἰς διαιτησίαν ὅσον καὶ ἡ διαδικασία τῆς διαιτησίας ἐνώπιον τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἀναστέλλουσι τὴν ἐκτέλεσιν τῆς Συμβάσεως. Κατ' ἀκολουθίαν ἀμφοτέρω τὰ Συμβαλλόμενα Μέρη θὰ συνεχίσουν νὰ ἀσχοῦν τὰ δικαιώματά των καὶ νὰ ἐκτελοῦν τὰς ὑποχρεώσεις των βάσει τῆς παρούσης, ὡς ἐὰν δὲν εἶχον προσφύγει εἰς διαιτησίαν καὶ καθ' ὅλην τὴν διάρκειαν τῆς διαδικασίας τῆς διαιτησίας.

"Αρθρον 34.

Ἀλληλέγγυος Εὐθύνη τοῦ Ἀναδόχου.

Ἐξαίρεσει τῶν περιπτώσεων καθ' ἃς ἄλλως ὀρίζεται ἐν τῇ παρούσῃ Συμβάσει τὰ ἀπαρτίζοντα τὸν Ἀνάδοχον ἐκ Δευτέρου Συμβαλλόμενα Μέρη, ρητῶς συμφωνοῦν καὶ ἀποδέχονται διὰ τῆς παρούσης ὅτι τυγχάνουν ἀπὸ κοινοῦ, ἐξ ἀδιαιρέτου καὶ εἰς ὁλόκληρον ὑπόχρεα ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου διὰ τὴν ἐκπλήρωσιν ἀπασῶν τῶν βάσει τῆς παρούσης ἀναληφθεισῶν ὑποχρεώσεων καὶ δεσμεύσεων, συμφώνως πρὸς τὰς διατάξεις τῆς Ἑλληνικῆς Νομοθεσίας.

"Αρθρον 35.

Κοινοποιήσεις.

Ἐξαίρεσει τῶν περιπτώσεων καθ' ἃς ἄλλως ὀρίζεται ἐν τῇ παρούσῃ, πᾶσα κοινοποίησις ἢ γνωστοποίησις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Ἀνάδοχον καὶ ἀντιστρόφως ἐν σχέσει πρὸς τὴν παρούσαν Σύμβασιν εἶναι ἰσχυρὰ μόνον ἐφ' ὅσον γίνεται ἐπὶ ἀποδείξει ἢ ἀποστέλλεται διὰ συστημένης ἐπὶ ἀποδείξει ἐπιστολῆς καὶ ἀπευθύνεται :

(α) Διὰ κοινοποιήσεις ἢ γνωστοποιήσεις τοῦ Ἀναδόχου πρὸς τὸ Ἑλληνικὸν Δημόσιον, πρὸς :

Τὸν Ὑπουργὸν Βιομηχανίας

Ὁδὸς Μιχαλακοπούλου ἀριθ. 80

Ἀθῆναι, Ἑλλάς

(β) Διὰ τὰς κοινοποιήσεις ἢ γνωστοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Ἀνάδοχον, πρὸς

Τὸν Κυρίακον Σ. Κυριακίδη

Δικηγόρον

Ὁδὸς Βουκουρεστίου ἀριθ. 28

Ἀθῆναι 134 — Ἑλλάς

ὅστις διορίζεται ἀντίκλητος τοῦ Ἀναδόχου ἐν Ἑλλάδι, ὡς καὶ ἀντίκλητος ἐνὸς ἐκάστου τῶν νομικῶν προσώπων (εταιριῶν), τῶν ἀποτελούντων τὸν Ἀνάδοχον, πρὸς τὸν ὁποῖον δύναται νὰ ἐνεργοῦνται αἱ ἐπιδόσεις παντὸς ἐγγράφου τοῦ Ἑλληνικοῦ Δημοσίου πρὸς ἕκαστον τῶν ἄνω νομικῶν προσώπων.

Ἐν περιπτώσει ἀνακλήσεως τοῦ ἀνωτέρω ἀντικλήτου, ὁ Ἀνάδοχος ὀφείλει νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν ὡς καὶ τὸ πλῆρες ὄνομα καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλήτου, ὅστις δέον νὰ εἶναι κάτοικος Ἀθηνῶν, μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ἅπασαι αἱ γνωστοποιήσεις ἐπιδίδονται ἐγκύρως εἰς τὸν ἀνωτέρω ἀντίκλητον.

"Αρθρον 36.

Ἀπαλλαγὴ ἀπὸ Τελῶν Χαρτοσήμου.

Ἄπασαι αἱ ἐκχωρήσεις καὶ μεταβιβάσεις, συμφώνως πρὸς τὸ Ἀρθρον 26 τῆς παρούσης Συμβάσεως, ἀπαλλάσσονται τῶν τελῶν χαρτοσήμου καὶ τῶν πάσης φύσεως εἰσφορῶν, δικαιωμάτων καὶ λοιπῶν ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου καὶ παντὸς τρίτου.

Άρθρον 37.

‘Ημερομηνία ‘Ενάρξεως ‘Ισχύος τῆς Συμβάσεως.

37.1. ‘Η ‘Ισχύς τῆς παρούσης Συμβάσεως τελεῖ ὑπὸ τὴν αἴρεσιν τῆς κυρώσεώς της ὑπὸ τῆς Βουλῆς τῆς ‘Ελληνικῆς Δημοκρατίας. ‘Η ἡμερομηνία καθ’ ἣν ἡ παρούσα Σύμβασις οὕτω κυρωθεῖσα, ὁμοῦ μετὰ τοῦ Κυρωτικοῦ αὐτῆς Νόμου, θέλουν δημοσιευθῇ εἰς τὴν ‘Εφημερίδα τῆς Κυβερνήσεως τῆς ‘Ελληνικῆς Δημοκρατίας, ἔσται ἡ ‘Ημερομηνία ‘Ενάρξεως ‘Ισχύος αὐτῆς.

37.2. ‘Εὰν ἡ παρούσα Σύμβασις κυρωθῇ μετὰ τροποποιήσεων, ὁ ‘Ανάδοχος δὲν δεσμεύεται ἐξ αὐτῆς καὶ δικαιούται νὰ μὴ τὴν ἀποδεχθῇ. Οὐχ’ ἤττον ὁ ‘Ανάδοχος ὑποχρεοῦται ὅπως γνωστοποιήσῃ τὴν μὴ ὑπ’ αὐτοῦ ἀποδοχὴν τῶν ἐπενεχθεισῶν τροποποιήσεων ἐγγράφως ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς προμνησθείσης δημοσιεύσεως εἰς τὴν ‘Εφημερίδα τῆς Κυβερνήσεως, ἐν τῇ περιπτώσει δὲ ταύτῃ ἡ ἡμερομηνία τῆς τοιαύτης δημοσιεύσεως δὲν θὰ θεωρῇται ὡς ἡ ‘Ημερομηνία ‘Ενάρξεως ‘Ισχύος τῆς παρούσης Συμβάσεως.

37.3. ‘Εν ἡ περιπτώσει ἡ Βουλὴ ἤθελεν ἐπιφέρει οἰασδῆποτε τροποποιήσεις τῶν διατάξεων τῆς παρούσης Συμβάσεως καὶ ἡ προθεσμία τῶν τριάκοντα (30) ἡμερῶν, περὶ ἧς ἡ προηγουμένη παράγραφος τοῦ παρόντος Ἀρθροῦ, ἤθελε παρέλθῃ ἀπρακτος, ἡ ‘Ημερομηνία ‘Ενάρξεως ‘Ισχύος τῆς παρούσης Συμβάσεως ἔσται ἡ ἐπομένη, τῆς λήξεως τῆς ὡς ἄνω τριακονθημέρου προθεσμίας, ἡμέρα.

37.4. ‘Απὸ τῆς ἀνωτέρω ‘Ημερομηνίας ‘Ενάρξεως ‘Ισχύος τῆς παρούσης ἡ διὰ τοῦ Νομοθετικοῦ Διατάγματος 462/1970 κυρωθεῖσα Σύμβασις Παραχωρήσεως καταργεῖται πλήρως.

37.5. ‘Ολόκληρος ἡ ὑπὸ τοῦ ‘Αναδόχου γενομένη δι’ ἄλλοδαποῦ συναλλάγματος ἐπένδυσις εἴτε εἰς μετρητὰ εἴτε εἰς εἶδος διὰ τὴν ἐκτέλεσιν ἀπασῶν τῶν βάσει τῆς καταργουμένης ὡς ἄνω Συμβάσεως Παραχωρήσεως ἐκτελεσθεισῶν ἐρευνητικῶν αὐτοῦ ἐργασιῶν, ὡς καὶ ἅπαντα τὰ ὑπὸ τοῦ ‘Αναδόχου καὶ πρὸς τὸν σκοπὸν ἐκτελέσεως τῶν ἐν λόγῳ ἐρευνητικῶν ἐργασιῶν, ἀτελῶς εἰσαχθέντα ἐκ τῆς ἄλλοδαπῆς μηχανήματα, ἐξοπλισμός, ὀχήματα, ἐφόδια, ἀνταλλακτικὰ καὶ ὑλικά, διέπονται ὑπὸ τῶν σχετικῶν διατάξεων τῆς παρούσης Συμβάσεως.

Άρθρον 38.

‘Εγκυρότης Κειμένων – ‘Εφαρμοστέον Δίκαιον.

‘Η παρούσα Σύμβασις συνετάγη εἰς τὴν ‘Ελληνικὴν καὶ ‘Αγγλικὴν γλῶσσαν, ἀμφοτέρων τῶν κειμένων λογιζομένων ὡς ἐχόντων ἴσην ἰσχύν, διέπεται δὲ ὑπὸ τοῦ ‘Ελληνικοῦ Δικαίου καὶ ἐρμηνεύεται βάσει αὐτοῦ.

Εἰς ΠΙΣΤΩΣΙΝ ΤΩΝ ΑΝΩΤΕΡΩ τὸ ‘Ελληνικὸν Δημόσιον καὶ ὁ ‘Ανάδοχος διὰ τῶν προμνησθέντων ἐξουσιοδοτημένων ἀντιπροσώπων τῶν ὑπέγραψαν τὴν παρούσαν Σύμβασιν, κατὰ τὴν ἐν ἀρχῇ ταύτης ἀναφερομένην ἡμερομηνίαν.

Διὰ τὸ ‘Ελληνικὸν Δημόσιον Διὰ τὰς ‘Εταιρείας
Oceanic Exploration Co of
Greece Hellenic Oil Company

Π. ΠΑΠΑΛΗΓΟΥΡΑΣ Inc.
‘Υπουργὸς Συντονισμοῦ Wintershall Aktiengesell-
καὶ Προγραμματισμοῦ schaft
White Shield Greece Oil Corp.

Ε. ΔΕΒΛΕΤΟΓΛΟΥ
‘Υπουργὸς Οἰκονομικῶν Κ. ΚΥΡΙΑΚΙΔΗΣ
Κ. ΚΟΝΟΦΑΓΟΣ
‘Υπουργὸς Βιομηχανίας

ΠΑΡΑΡΤΗΜΑ Α’

ΣΥΝΤΕΤΑΓΜΕΝΑΙ ΕΡΕΥΝΗΤΙΚΩΝ ΠΕΡΙΟΧΩΝ
ΣΥΝΟΛΙΚΗ ΕΚΤΑΣΙΣ 1.605.315 τετρ. χιλ.

1. Περιοχὴ βορείως ΠΡΙΝΟΥ.

‘Εκτασις 99.414 τετρ. χιλόμετρα

Σημεῖα	Γεωγραφικαὶ Συντεταγμέναι	
	Πλάτος	Μῆκος
A	40° 50' 34" N	24° 29' 17" E
K	40° 52' 55" N	24° 31' 11" E
L	40° 55' 11" N	24° 34' 22" E
M	40° 51' 50" N	24° 37' 34" E
N	40° 50' 00" N	24° 37' 34" E
H	40° 45' 52" N	24° 30' 50" E
I	40° 47' 14" N	24° 31' 51" E
J	40° 49' 01" N	24° 31' 56" E
A	40° 50' 34" N	24° 29' 17" E

2. Περιοχὴ ΚΑΒΑΛΑΣ.

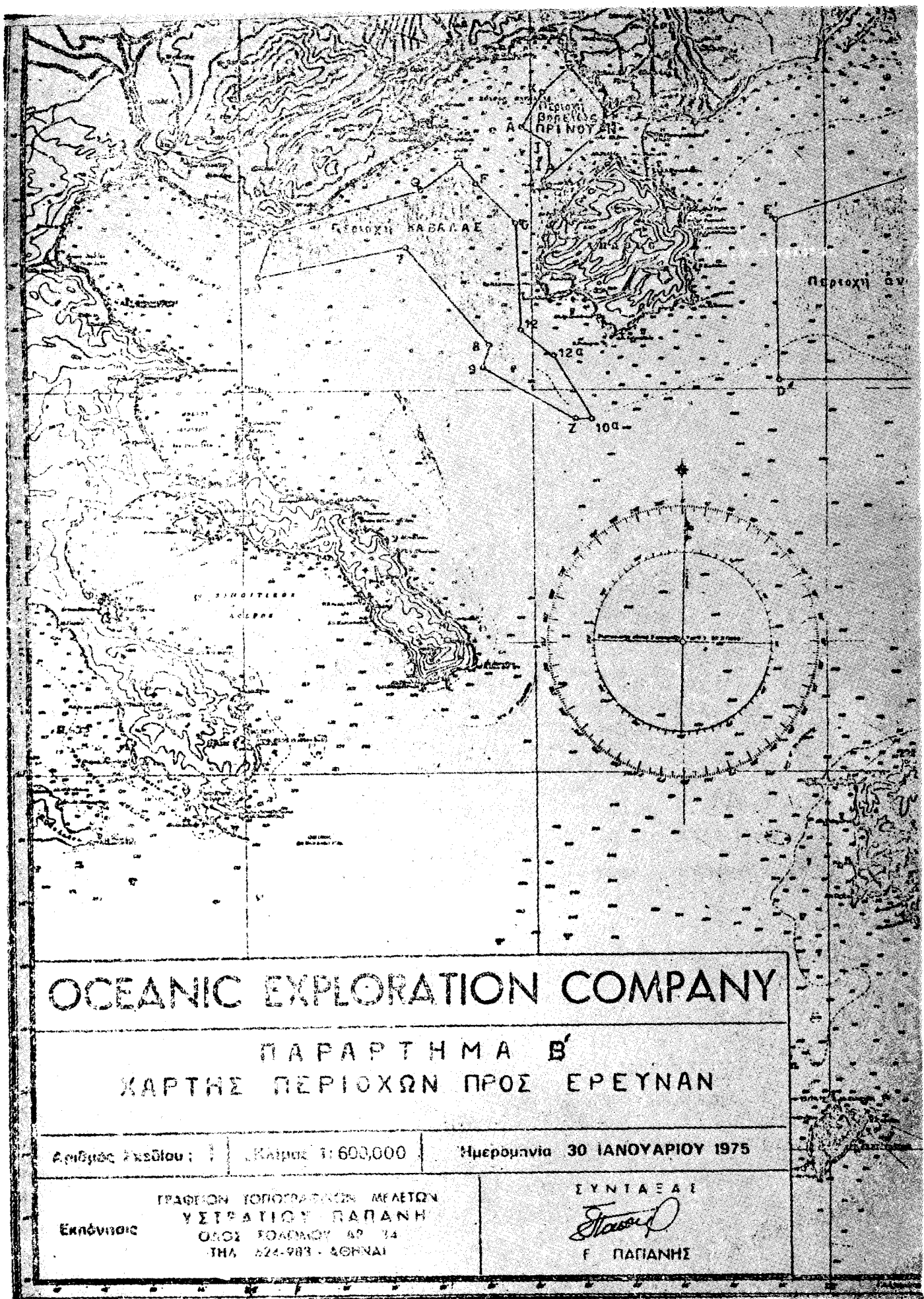
‘Εκτασις 521.033 τετρ. χιλόμετρα

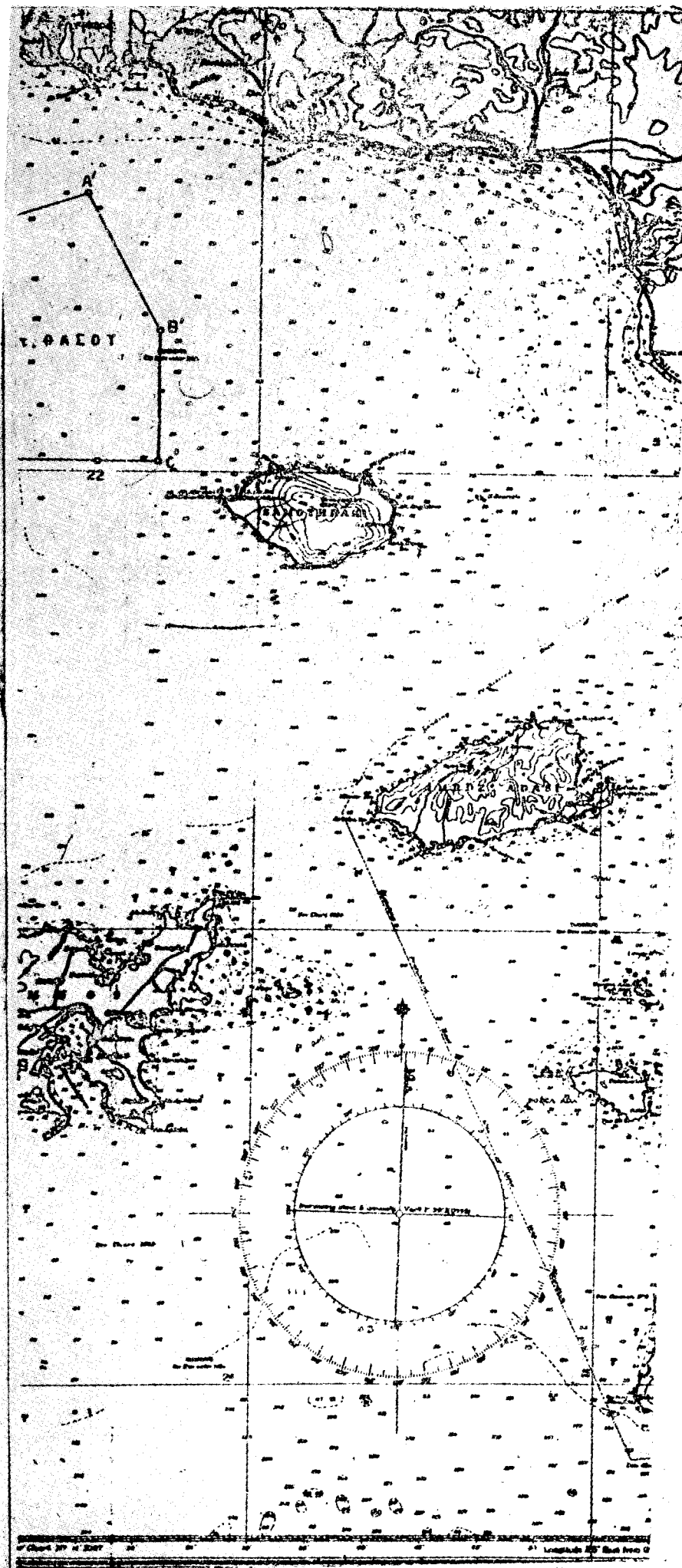
Σημεῖα	Γεωγραφικαὶ συντεταγμέναι	
	Πλάτος	Μῆκος
G	40° 43' 13" N	24° 28' 39" E
12	40° 34' 30" N	24° 28' 50" E
12a	40° 32' 37" N	24° 31' 49" E
10a	40° 27' 37" N	24° 36' 17" E
Z	40° 27' 30" N	24° 34' 40" E
9	40° 31' 45" N	24° 24' 50" E
8	40° 33' 22" N	24° 25' 35" E
7	40° 40' 50" N	24° 16' 53" E
O	40° 38' 46" N	24° 01' 41" E
P'	40° 42' 22" N	24° 03' 22" E
Q	40° 45' 28" N	24° 18' 41" E
E	40° 47' 37" N	24° 22' 47" E
F	40° 45' 55" N	24° 24' 28" E
G	40° 43' 13" N	24° 28' 39" E

3. Περιοχὴ ἀνατολικῶς ΘΑΣΟΥ.

‘Εκτασις 984.868 τετρ. χιλόμετρα.

Σημεῖα	Γεωγραφικαὶ Συντεταγμέναι	
	Πλάτος	Μῆκος
A'	40° 47' 51" N	25° 14' 49" E
B'	40° 39' 11" N	25° 21' 08" E
C'	40° 30' 30" N	25° 21' 08" E
D'	40° 30' 30" N	24° 55' 11" E
E'	40° 43' 13" N	24° 55' 11" E
A'	40° 47' 51" N	25° 14' 49" E

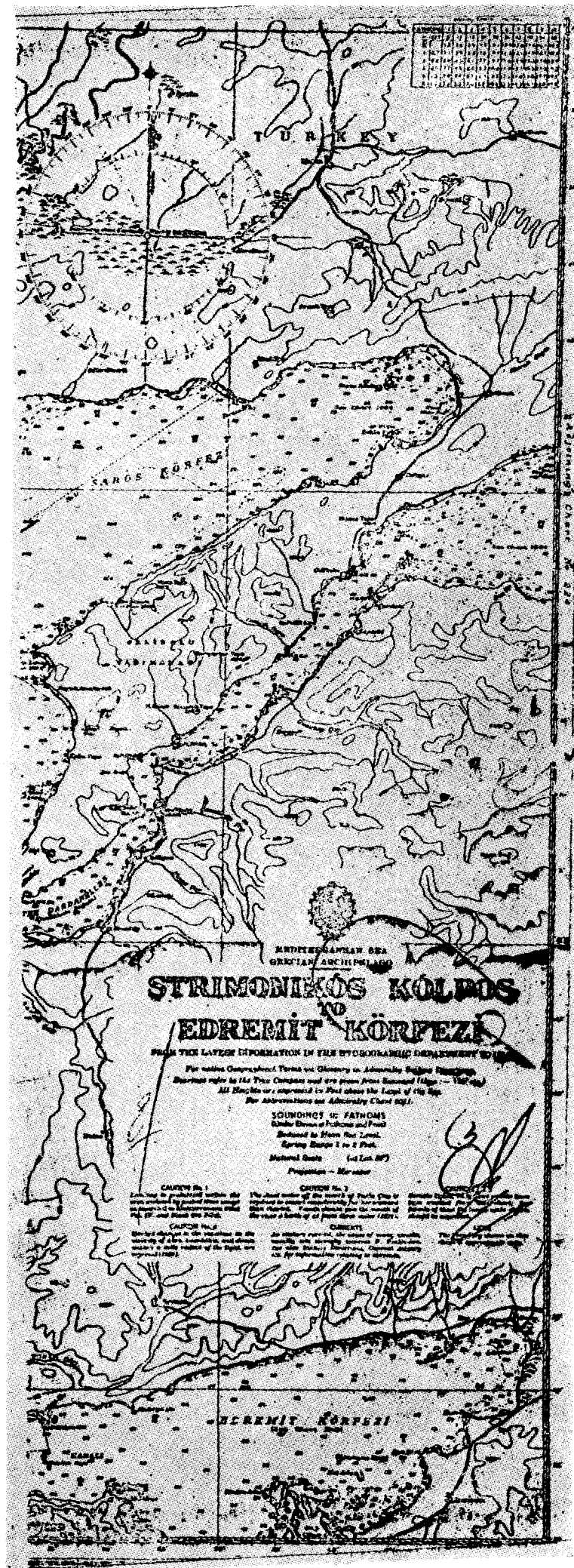




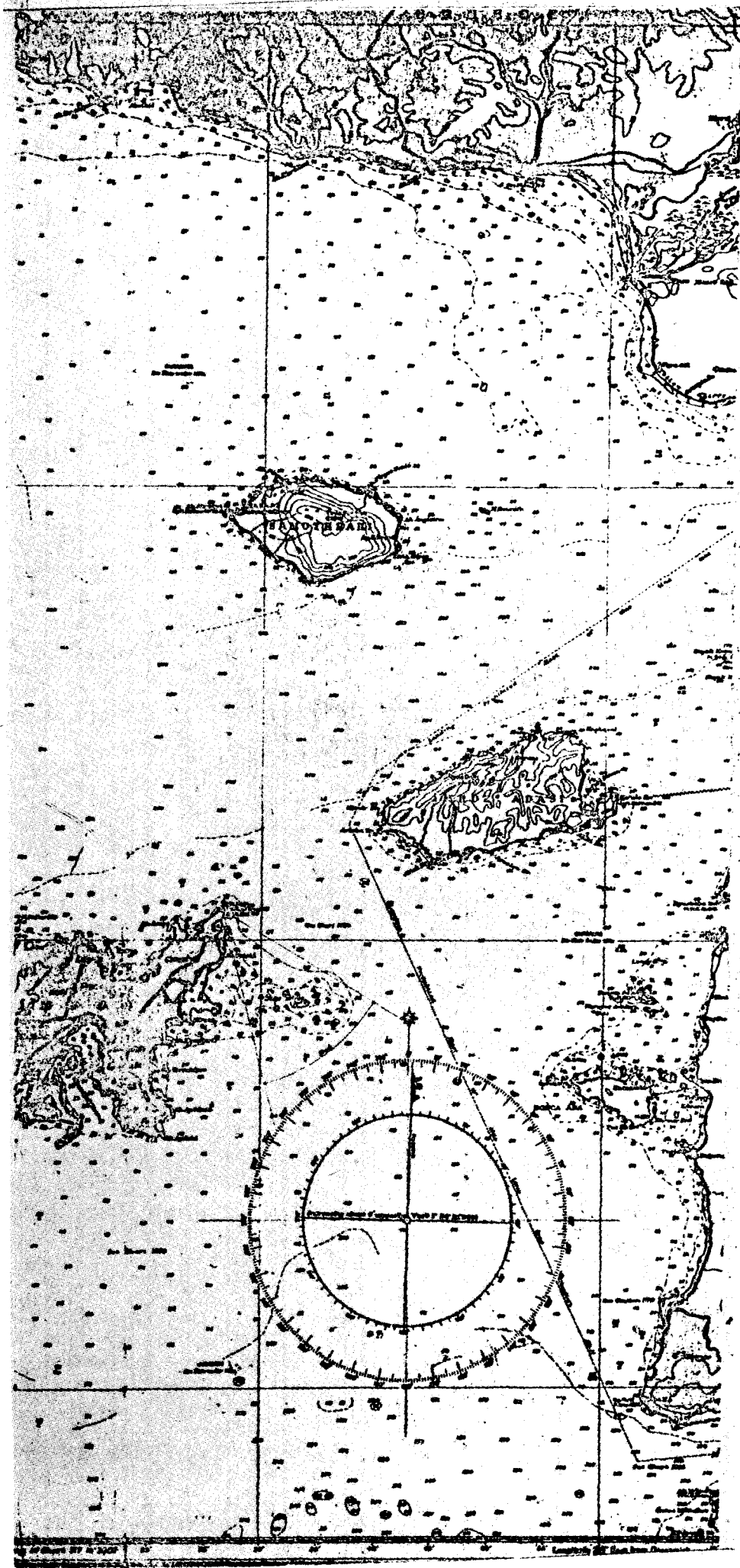
ΠΑΡΑΡΤΗΜΑ Γ'
ΣΥΝΤΕΤΑΓΜΕΝΑΙ ΠΕΡΙΟΧΗΣ ΠΡΟΣ ΕΚΜΕΤΑΛ-
ΛΕΥΣΙΝ

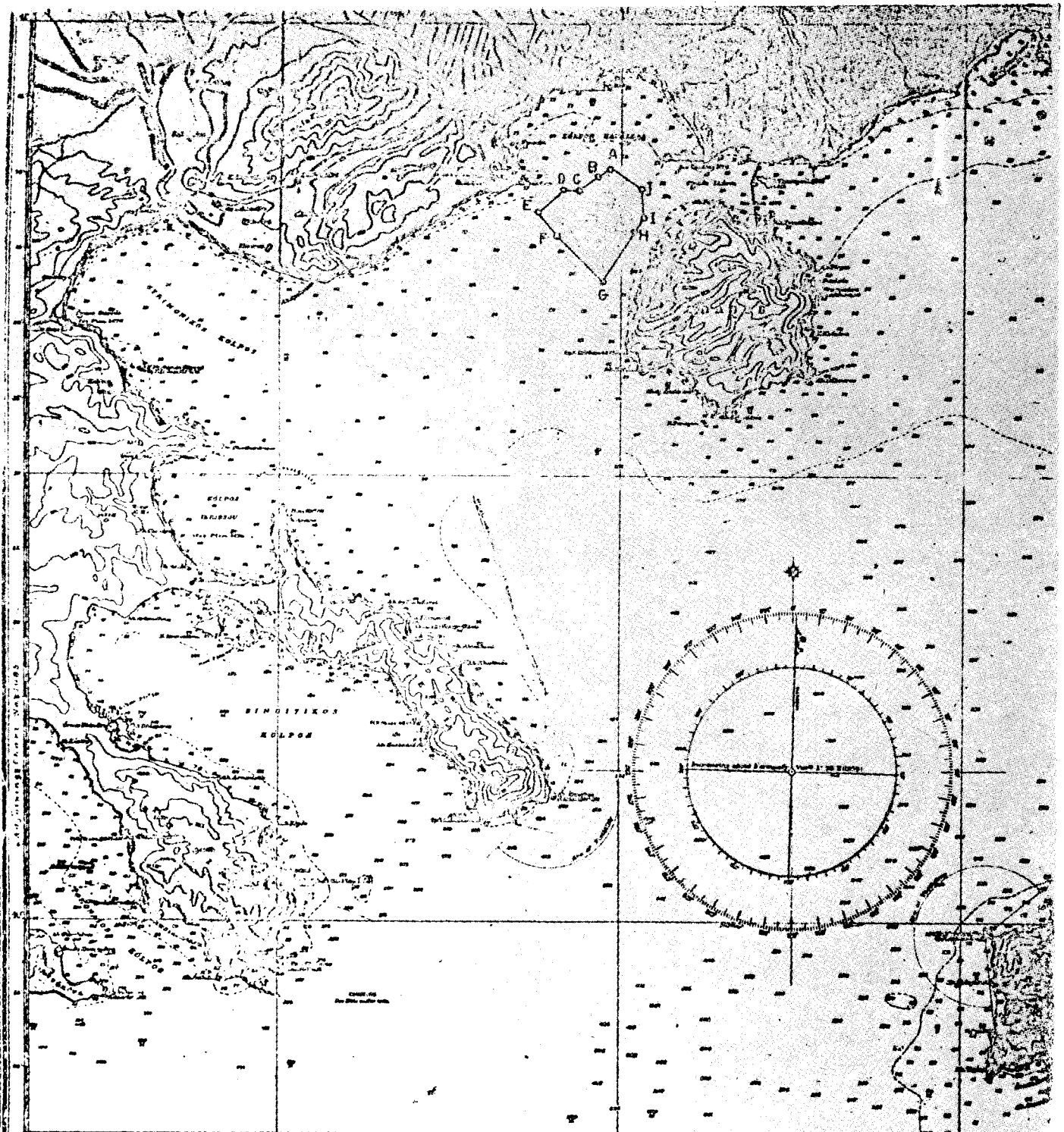
Έκτασις 94.657 τετρ. χιλιόμετρα

Σημεία	Γεωγραφικαί συντεταγμέναι	
	Πλάτος	Μήκος
A	40°50'34''N	24°29'17''E
B	40°49'40''N	24°28'14''E
C	40°48'51''N	24°26'28''E
D	40°48'51''N	24°25'05''E
E	40°47'37''N	24°22'47''E
F	40°45'55''N	24°24'28''E
G	40°43'13''N	24°28'39''E
H	40°45'52''N	24°30'50''E
I	40°47'14''N	24°31'51''E
J	40°49'01''N	24°31'56''E
A	40°50'34''N	24°29'17''E









OCEANIC EXPLORATION COMPANY

ΠΑΡΑΡΤΗΜΑ Δ'
ΧΑΡΤΗΣ ΠΕΡΙΟΧΗΣ ΠΡΟΣ ΕΚΜΕΤΑΛΕΥΣΙΝ

Αριθμός Σχεδίου: 1

Κλίμακ 1:600.000

Ημερομηνία 30 ΙΑΝΟΥΑΡΙΟΥ 1975

Εκδόσεις
ΓΡΑΦΕΙΟΝ ΤΟΠΟΓΡΑΦΙΚΩΝ ΜΕΛΕΤΩΝ
ΕΥΣΤΡΑΤΙΟΥ ΠΑΠΑΝΗ
ΟΔΟΣ ΣΟΛΩΜΟΥ ΑΡ 34
ΤΗΛ 624-983 - ΑΘΗΝΑΙ

ΣΥΝΤΑΞΑΣ

Ε. Παπανη
Ε. ΠΑΠΑΝΗΣ

AGREEMENT

For Exploration and Development of Hydrocarbons in Offshore Area of the Sea of Thrace.

Between

THE GREEK STATE

and

OCEANIC EXPLORATION CO. OF GREECE
HELLENIC OIL COMPANY, INC.
WINTERSHALL AKTIENGESELLSCHAFT
WHITE SHIELD GREECE OIL CORPORATION

THIS AGREEMENT is entered into in Athens, on this the fourteenth (14th) day of June of the year 1975, by and between :
On the one hand :

THE GREEK STATE, as Party of the First Part, herein represented by Messrs. PANAGIOTIS PAPALIGOURAS, Minister of Coordination and Planning, EVANGELOS DEVLETOGLOU, Minister of Finance and CONSTANTINE CONOFAGOS, Minister of Industry, domiciled in Athens,
And on the other hand :

1) OCEANIC EXPLORATION Co. of GREECE, with principal offices in Denver, Colorado USA, 2) HELLENIC OIL COMPANY Inc., with principal offices in Los Angeles, California USA, 3) WINTERSHALL AKTIENGESELLSCHAFT, with principal offices in Kassel, Federal Republic of Germany and 4) WHITE SHIELD GREECE OIL CORPORATION, with principal offices in Tulsa, Oklahoma USA, as Parties of the Second Part, duly herein represented by Mr. KYRIAKOS S. KYRIAKIDES, lawyer of Athens and domiciled in Athens (No 28, Voukourestiou Str.), by virtue of Powers-of-Attorney, respectively, of : J. Roxanna Allen, Notary Public of Denver, Colorado, USA, dated April 22, 1975, Hope M. Cyrog, Notary Public of Los Angeles, California USA, dated April 25, 1975, Gustav Wolter, Notary Public of Kassel, Federal Republic of Germany, dated April 30, 1975 and Shirley O'Connel, Notary Public of Tulsa, Oklahoma USA, dated May 2, 1975, duly legalized and authenticated by the Greek Consuls in San Francisco, California, USA, Frankfurt, Federal Republic of Germany and Chicago Illinois USA, respectively, and by the Ministry of Foreign Affairs of the Greek Republic, all the above corporations collectively, hereinafter, referred to as «Contractor» and/or the «Parties of the Second Part».

PREAMBLE

WHEREAS the Greek State and Oceanic Exploration Company, with principal offices in Denver, Colorado, USA, entered into on December 23, 1969 an Agreement entitled «Concession of Exploration and Development of Liquid and Gaseous Hydrocarbons in an Area of the Sea of Thrace», ratified by Legislative Decree No. 462/1970, published in the Official Gazette Issue No 67 of March 21, 1970, Vol. A, hereinafter to be referred to as the «Concession Agreement», and

WHEREAS as a result of assignments made by Oceanic Exploration Company and its assignees, the Parties of the Second Part, as assignees, have succeeded it in the Concession Agreement and, as such, are at

present holders, each one of them, of the following percentage participation interests in the Concession Agreement, to wit :

Oceanic Exploration Co. of Greece	68.75 %
Hellenic Oil Company, Inc.	12.50 %
Wintershall A.G.	12.50 %
White Shield Greece Oil Corporation	6.25 %
Total	100.00 %

and

WHEREAS the Parties of the Second Part, as holders of the Concession Agreement, have fulfilled their obligations and undertakings resulting thereunder and, have made a discovery of Hydrocarbons in commercial quantities at a location within the concession area, situated west of the island of Thassos, and known as the «PRINOS Discovery», and

WHEREAS the Greek State considers that, the discovery of petroleum in Greece, has a great significance and importance for the economic and social development of the Country, and

WHEREAS, in view of the reestablishment of the democratic legality in the Country, of the change of conditions as a result of the drastic increase in oil prices and of the changes which have occurred in the world-wide oil business and industry, the Greek State has requested, and the Parties of the Second Part have agreed, to enter into a new Agreement in substitution of the Concession Agreement,

NOW THEREFORE for the consideration hereinabove set forth, the Parties hereto mutually covenant, stipulate and agree as follows :

DEFINITIONS

The following underlined words and terms shall have the following meaning unless the context of the Agreement otherwise specifies :

Agreement : means the present document and its Schedules, as well as any extension, renewal, substitution or amendment thereof;

Contractor : means the Parties of the Second Part and all their respective successors and assigns;

Contract Area : means the whole of the areas covered by this Agreement, which consist of an «Exploration Area», described in Schedule «A» and outlined in Schedule «B», and of the «Development Area of Prinós», described in Schedule «C», and outlined in Schedule «D» and such other Development Area or Areas which may be subsequently created, under this Agreement, within the Exploration Area;

Petroleum Operations : means all operations of exploration, development, production, treatment, except refining, transportation, exploitation and marketing of Hydrocarbons and, generally, all other operations directly related to the preceding, carried out within the scope of the present Agreement;

Petroleum Costs: means all expenditures made and all costs and obligations incurred either within or outside of Greece in carrying out the Petroleum Operations under this Agreement as well as all expenditures made and all costs and obligations incurred under the Concession Agreement ratified by Legislative Decree 462/1970 until the Effective Date of this Agreement;

Hydrocarbons : means mineral oil and gas, called Crude Oil and Natural Gas, as hereinafter defined, and

any and all associated minerals and substances extracted together therewith;

Crude Oil : means crude mineral oil, asphalt, ozokerite and all kinds of hydrocarbons and bitumens, both in solid and in liquid form, in their natural state or obtained from Natural Gas by condensation or extraction;

Natural Gas Liquids : means liquified light hydrocarbons;

Natural Gas : means all gaseous hydrocarbons produced from wells, including wet mineral gas, dry mineral gas, casing head gas and residue gas remaining after extraction of liquid hydrocarbons from wet gas; and, non-hydrocarbon gas which is in natural association and produced with gaseous hydrocarbons and by-products, extracted from such non-hydrocarbons gas;

Barrel : means a quantity of Crude Oil of 42 US gallons measured at 60° Fahrenheit;

Ton : means metric ton;

Annual Work Program : means the specific exploration, development and production program which Contractor intends to carry out in the Contract Area to implement the Petroleum Operations for the year in question;

Budget : means a cost estimate of all items included in the Annual Work Program;

Calendar Year : means a period of twelve (12) months beginning the first (1) of January and ending the thirty first (31) of December following, in accordance with the Gregorian calendar;

Contractual Year : means a period of twelve (12) consecutive months starting on the Effective Date or the anniversary of said Effective Date;

Effective Date : means the date of publication in the Official Gazette of the Greek Republic of the ratification law of this Agreement together with the text hereof;

Affiliated Company or Affiliate : means a company or other entity which controls or is controlled directly or indirectly by any one or more of the Parties of the Second Part, or a company or other entity which controls or is controlled directly or indirectly by a company which directly or indirectly controls any one or more of the Parties of the Second Part, it being understood that control shall mean ownership, directly or indirectly, of more than fifty (50) percent of the voting shares of the capital stock of the other company.

Non Affiliated Company or Non Affiliate or Third Party : means a company or entity or physical person other than the Corporations forming Contractor and other than Affiliated Companies or Affiliates of Contractor.

Article 1.

Scope of the Agreement.

1.1. The present Agreement is in the form of a production sharing contract in accordance with the provisions set forth hereinafter.

1.2. Contractor is granted hereby the exclusive right and licence to perform, manage and carry out under the terms and conditions set forth hereunder, all Petroleum Operations related to Hydrocarbons in the Contract Area.

1.3. Contractor shall carry out the Petroleum Operations in accordance with good oil field practices and shall be subject to the laws and regulations in force in Greece except in all cases where this Agreement provides otherwise

1.4. Contractor shall provide all the financial and technical means necessary for the effective performance of the Petroleum Operations.

Contractor alone shall assume the financial risk attached to the fulfilment of the Petroleum Operations and shall, therefore, have an economic interest in the Hydrocarbons to be produced from the Contract Area.

1.5. Contractor shall be responsible for the managerial and administrative conduct of the operations and activities hereunder, throughout the duration of this Agreement always in accordance with good oil field practices. Contractor shall be free to determine and to carry out its investment policy, as well as its financial and operating programs, except as specifically otherwise provided for in this Agreement.

1.6. During the period of validity of this Agreement the total production resulting from the Petroleum Operations shall be handled in accordance with the terms defined below in Article 14.

1.7. Contractor hereby designates Oceanic Exploration Co. of Greece as Operator, which, reservation made of Article 34 hereunder, shall be responsible for carrying out the Petroleum Operations, and which shall submit to the Greek State all the reports, information and documents in connection therewith. Operator shall act as the authorized representative of all Corporations forming Contractor vis-a-vis the Greek State in connection with the Petroleum Operations, except where this Agreement expressly provides otherwise.

Contractor may at any time replace the Operator by advising the Greek State at least one (1) month in advance.

Article 2.

Duration of the Exploration Period

2.1. An exclusive exploration licence covering the entire Exploration Area, is granted hereby to Contractor for a period of four (4) years starting from the Effective Date of this Agreement or for such additional time as is necessary to complete, or to plug and abandon, any exploratory well which may be in the process of being drilled by Contractor on the date of expiration of such four (4) year period, but in any case for no more than six (6) additional months.

2.2. Upon expiration of the above period, Contractor shall relinquish the entire Exploration Area, except such Development Area or Areas as may have been notified in the meantime by Contractor to the Greek State, pursuant to Article 6 hereunder and except such portions of the Exploration Area as Contractor reasonably believes could become a Development Area or Areas upon completion of the well then in progress as a discovery well. Upon completion of said well, Contractor shall relinquish all portions of the Exploration Area not then actually notified by Contractor to the Greek State pursuant to Article 6 hereunder, as well as the above portion thereof, on which the exploratory well was in progress, provided that no discovery of a commercially exploitable deposit was made in said well, entitling Contractor to acquire a Development License in accordance with Article 6 hereunder.

Article 3.

Contractor's Exploration Work Commitments and Rights.

3.1. During the exploration period defined in Article 2.1. above, Contractor agrees to drill a minimum of six (6) exploration wells.

3.2. Each of the wells anticipated above shall be drilled to a minimum depth of 2.700 meters, measured from the rig's rotary table, or to a lesser depth if :

- a discovery of Hydrocarbons is made at any depth less than 2.700 meters, in quantities which in Contractor's opinion would be likely to ensure an economically profitable operation;
- economic basement is encountered at a lesser depth than 2.700 meters;
- continuation of the drilling presents a manifest danger because of an abnormal formation pressure, presence of noxious gases or other dangers to life or equipment;
- rock formations are found whose hardness does not practically permit continuation of drilling;
- formations are found whose crossing demands the placing of casing for their protection, thereby preventing drilling to 2.700 meters.

In the case where the drilling shall have been stopped for one or other of the reasons enumerated above, the borehole concerned shall be deemed to have been drilled to a depth of 2.700 meters.

3.3. Contractor shall have the right to carry out geological, geophysical and any other exploration operations including but not limited to, seismic marine surveys and reconnaissance geological drilling.

In addition to the above committed six (6) exploration wells Contractor shall have also the right to drill such other wells as it will deem necessary at its discretion.

3.4. The location of all wells shall be selected by Contractor in its own judgment.

Article 4.

Exploration Investment Obligations.

4.1. In order to drill the six exploration wells defined in Article 3 above, Contractor shall invest the necessary funds therefor.

4.2. If at the expiration of the exploration period of four (4) years as described in Article 2 above, Contractor has failed to drill all six (6) exploration wells, Contractor shall pay to the Greek State for each well not drilled the amount of one million U.S. Dollars (\$1.000.000) for damages and special penalty.

4.3. Should Contractor, before the expiration of the four (4) years exploration period, voluntarily surrender the total Exploration Area in Accordance with Article 5 below, then Contractor shall pay to the Greek State for damages and special penalty :

- if the surrender is made during the first year of the exploration period, the amount of 1.5 million U.S. Dollars minus 1 million U.S. Dollars for each well drilled up to the effective date of such surrender;
- if the surrender is made during the second year of the exploration period, the amount of 3 million U.S. Dollars minus 1 million U.S. Dollars for each well drilled up to the effective date of such surrender;
- if the surrender is made during the third year of the exploration period, the amount of 4.5 million U.S. Dollars minus 1 million U.S. Dollars for each well drilled up to the effective date of such surrender;
- if the surrender is made during the fourth year of the exploration period, the amount of 6 million U.S. Dollars minus 1 million U.S. Dollars for each well drilled up to the effective date of such surrender.

Any partial surrender of the Exploration Area shall not relieve Contractor of its obligation to drill the six

(6) exploration wells or to pay the amounts defined above, if it fails to drill all six (6) exploration wells.

4.4. All payments due under Article 4.2 and 4.3 above, shall be made in cash within 3 months from the expiration of the exploration period or the effective date of the voluntary surrender, as the case may be.

Article 5

Voluntary Relinquishment of Exploration Area(s)

5.1. At any time during the exploration period Contractor shall have the right, by giving to the Greek State ninety (90) days advance notice, to surrender voluntarily to the Greek State all or any part of the Exploration Area, at that time held by Contractor, provided that if only a part of the Exploration Area is surrendered, then such part shall measure not less than fifty (50) square kilometers.

5.2. If the voluntary surrender, before the end of the four (4) year period provided for in Article 2 above, refers to all of the Exploration Area, then, as of the date upon which such total voluntary surrender is effected, all Contractor's exploration rights and obligations, vis-a-vis the Greek State, hereunder, shall terminate, without expense, cost or damage to Contractor, except as provided for in Article 4.3 above.

If the voluntary surrender refers to a part only of the Exploration Area, then, as of the date upon which such partial voluntary surrender is effected, all of Contractor's exploration rights and obligations, vis-a-vis the Greek State, in and to the surrendered part of the Exploration Area, shall terminate without expense, cost or damage to Contractor, except as provided for in Article 4.3 above, and all of Contractor's exploration rights and obligations, hereunder, in and to the non-surrendered part of the Exploration Area, shall continue to exist.

Article 6

Discoveries - Development Licenses

6.1. If, at any time during the exploration period set forth in Article 2 above, a discovery of Hydrocarbon is made in any well drilled by Contractor in the Exploration Area, in quantities, which in Contractor's opinion would ensure an economically profitable operation (commercially exploitable deposit), then Contractor shall have the right to acquire an exclusive development license of the discovery so made, hereinafter to be referred to as «Development License», and shall also have the obligation to develop such discovery, as provided in this Agreement.

6.2. For the purpose of the acquisition of a Development License, Contractor must notify the Greek State through Judicial Bailiff, of the discovery made and attach to it:

(a) Satisfactory proof evidencing, in Contractor's opinion, the commercial exploitability of the discovery, and

(b) Detailed and accurate description, by reference to the geographical coordinates, of the area selected by Contractor, within which the discovered deposit is located, accompanied by a map, under scale 1 : 50.000 delineating the borderline of the selected area, such area to be referred to hereinafter as a «Development Area».

The above notification of Contractor to the Greek State must be made as soon as practical and in any event not later than thirty (30) calendar days starting from the date of receipt by Contractor of the results of the relevant tests, measurements and analyses and, in general, of all other studies and data evidencing, in Contractor's opinion, the commercial exploitability of the discovery.

6. 3. From the moment the conditions set forth in Article 6. 2. above have been satisfied, Contractor automatically shall acquire an exclusive Development License of the Development Area determined by it as abovestated.

6. 4. If Contractor makes several commercial discoveries in the Exploration Area, then, each one of these discoveries shall entitle Contractor to acquire and hold an exclusive Development License on each Development Area corresponding thereto and shall oblige Contractor to develop such Area. The number of the exclusive Development Licenses to be so acquired and held, is unlimited.

6. 5. The maximum size of each Development Area cannot in principle, exceed fifty (50) square kilometers of shape determined by Contractor, approaching to the extent practical, a rectangular shape. However if Contractor can prove that the probable area of the producible field of the discovery exceeds fifty (50) square kilometers, then Contractor shall have the right to a Development Area measuring more than fifty (50) square kilometers but in no case more than one hundred (100) square kilometers.

6.6. The Greek State confirms hereby that Contractor was granted an exclusive Development License for the PRINOS discovery which, it is hereby agreed, that it shall henceforward be exclusively governed by the provisions of this Agreement. This License covers the Development Area of PRINOS as described and outlined in Schedules «C» and «D» hereof, respectively.

6.7. Any amount of Hydrocarbons produced from a discovery before a Development Licence was acquired therefor as set forth in Article 6. 2 and 6. 3 above, shall be subject to the provisions of Article 14 and shall be measured in accordance with the provisions of Article 18 hereunder, unless said amount of Hydrocarbons has been used for the carrying out of the Petroleum Operations or has been lost.

6.8. If, at any time after the acquisition by Contractor of a Development License, Contractor adequately proves that the producible field extends beyond the respective Development Area, then Contractor shall have the right to demand, and the Greek State shall be obliged to accept, the enlargement of the Development Area already determined and the modification of the respective Development License already acquired, to include therein the entire producible field, provided the so extended Development Area measures not more than one hundred (100) square kilometers and is within the then existing Contract Area.

Article 7.

Duration of Development Licenses.

7.1. The duration of the Development License of PRINOS is for twenty six (26) consecutive years starting as of the Effective Date of this Agreement.

7.2. The duration of each other Development License, which may be acquired as set forth in the preceding Article, is for a period of twenty six (26) consecutive years starting as of the date of notification to the Greek State referred to in Article 6. 3 above.

7.3. Provided Contractor has complied with all its obligations hereunder, the above 26 year duration of the Development Licenses under Article 7. 1 and 7.2 above automatically shall be extended for an additional ten (10) year period, starting as of the expiration date of each respective Development License.

7.4. During the entire term of validity of each Development License Contractor shall have the exclusive right to keep, use, operate and maintain each Development Area for the purpose or carrying out the Petroleum Operations therein and the Greek State assures he-

reby to Contractor the free and undisturbed exercise of such exclusive right.

7.5. At any time during the validity of this Agreement Contractor shall have the right, by giving to the Greek State ninety (90) days advance written notice, to renounce voluntarily any one or more of its Development Licenses.

7.6. As of the date of expiration of each Development License or of the voluntary renouncement thereof, if any, as referred to in Article 7.5 above, Contractor shall surrender to the Greek State the Development Area or Areas corresponding thereto, and, subject to the provisions of Article 27 hereunder, all Contractor's rights and obligations vis-a-vis the Greek State resulting from or relating to the expired or renounced Development Licenses and surrendered Development Areas shall terminate without expense, cost or damage to Contractor, except all claims of either Party against the other which may have arisen prior to the above expiration or renouncement.

Article 8.

Annual Work program and Budget

8.1. At least three (3) months prior to the beginning of each Calendar Year or at such other times as otherwise may be mutually agreed between the Parties hereto, Contractor shall prepare and submit to the Greek State its Annual Work Program and Budget for the Contract Area setting forth the Petroleum Operations which Contractor intends to carry out during the ensuing Calendar Year.

8.2. Should the Greek State wish to propose a revision as to certain specific parts contained in said Annual Work Program, it shall, within thirty (30) days after receipt thereof so notify Contractor specifying in reasonable detail its reasons thereof. Promptly thereafter the Greek State and Contractor will meet and endeavour to agree on the revisions proposed by the Greek State. In any event, any portion of the Annual Work Program as to which the Greek State has not proposed a revision shall insofar as possible be carried out as prescribed therein. If the Greek State shall fail to so notify Contractor, within the said time period, it shall be presumed that the Greek State does not wish to suggest such specific revisions.

8.3. It is recognized by the Greek State and Contractor that the parts contained in the Annual Work Program may require changes due to changing circumstances and Contractor shall have the right to make such changes, provided they do not change the general objective of the Annual Work Program.

8. 4. It is further recognized that in the event of emergency or extraordinary circumstances requiring immediate action, Contractor may take all actions it deems proper or advisable to protect its interests and those of the Greek State and any cost so incurred shall be included in the Petroleum Costs.

8. 5. It is expressly agreed that in the event Contractor and the Greek State are not able to reach agreement on the proposed revisions, Contractor shall not be obliged to revise its Annual Work Program and Budget so long as the same are in accordance with good oil field practices and in conformity with this Agreement and international standards and Contractor, upon request by the Greek State, shall furnish proof, certified by an independent Institution acceptable to the Greek State, such as the A.P.I., the French Petroleum Institute and other similar institutions qualified to evaluate the matter, that Contractor's position is justified.

Article 9

Contractor's Development Investment Commitments

9. 1. Within sixty (60) days from the Effective Date, Contractor shall submit to the Greek State a detailed Development and Production Program specifying for the Development Area of PRINOS :

— All major items of the necessary equipment and works for production as, but not limited to, number of development wells, number of platforms, pipelines and onshore facilities:

- the corresponding cost estimates;
- the corresponding estimated time schedule;
- the anticipated date of the start of production;
- the anticipated recoverable reserves and the corresponding expected annual production.

9. 2. Within one hundred and twenty (120) days from the acquisition of a Development License within the Exploration Area, Contractor shall submit to the Greek State a Development and Production Program similar to the above, for such Development Area.

9. 3. Contractor shall, within ninety (90) calendar days from the Effective Date hereof, submit to the Greek State:

(a) an Investment Schedule showing the estimated aggregate amount of funds, ranging between U.S. Dollars Two Hundred Million (U.S. \$ 200.000.000) and U.S. Dollars Two Hundred and Fifty Million (U.S. \$ 250.000.000), required for the implementation of the Development and Production Program of the Development Area of PRINOS, referred to in Article 9.1 above, and

(b) written evidence satisfactory to the Greek State, in the sole judgment of the Bank of Greece, hereinafter to be referred to as the «Financial Assurances», proving that Contractor has secured the aggregate amount referred to in (a) above to cover the entire financing for the implementation of the Development and Production Program of the Development Area of PRINOS.

The Financial Assurances shall be in the form of a letter or letters addressed to the Greek State, by one or more internationally recognized Banks and/or Credit or Financing or Insurance Institutions, and/or by one or more other sources, acceptable to the Greek State, confirming to it that they have undertaken the obligation to provide, in total or in part, the necessary funds to cover the aggregate amount referred to in item (a) above for the implementation of the entire Development and Production Program of the Development Area of PRINOS. It is understood that anyone or more of the above letters must cover the entire aforesaid aggregate amount of financing.

It is clarified that each of the Entities (Corporations) forming Contractor may submit to the Greek State separate letter or letters covering the portion of the Financial Assurances corresponding to their respective percentage participation interest referred to in the Preamble hereof.

Article 10

Contractor's Exploration and Development Obligations

10.1. For the purpose of carrying out the Petroleum Operations, during both the exploration and development periods, as defined in the respective Annual Work Program referred to in Article 8 hereof, Contractor shall:

(a) Provide all necessary funds and purchase or lease all material, equipment and supplies required to be purchased or leased pursuant to the Annual Work Program.

(b) Furnish all technical assistance including foreign or local personnel required for the performance of the Annual Work Program.

(c) Furnish such other funds for the performance of the Annual Work Program, including payment to third parties who procure, equipment and materials as

suppliers or perform services as contractors or sub-contractors.

(d) Carry out all necessary work and operations for the performance of the Annual Work Program including, but not limited to tests necessary to determine the value of the indications encountered.

(e) Erect, construct, install and maintain all such offshore and onshore facilities, structures, plants and installations as may be considered necessary by Contractor for the implementation of the Annual Work Program, including those necessary to develop, produce, transport and store the Hydrocarbons as well as to submit them to preliminary and/or final treatment, (except construction of a refinery), such as but not limited to separation of water and of bottom sediments, desulphurization, separation of Natural Gas Liquids from Natural Gas, production of fully processed marketable sulphur or sulphur derivatives, etc.

(f) Carry out all such other Petroleum Operations which may be considered necessary by Contractor for implementation of the Annual Work Program.

10. 2. All above works, facilities, plants and installations must be performed, constructed, erected, placed in operation and maintained in a workmanlike manner, according to the generally accepted methods and standards of the oil industry and with due precaution to assure safety of life and property, free passage at all times of navigation, (by installing, of reasonable acoustic or optical devices, among other things if required by the appropriate authorities), protection of roads and public use installations, of archaeological sites and cemeteries, and of fishing and prevention of pollution of the sea and the environment, and their protection.

In connection with the prevention of pollution and the protection of the environment, Contractor shall conform strictly to the requirements of the Greek legislation each time in force, including but not limited to the International Conventions of London of May 12, 1954 and April 13, 1962 ratified by legislative Decree of Greece No 4529 of July 25, 1966 re: «Prevention of Pollution of the Sea by Hydrocarbons».

10. 3. To the extent possible, Contractor shall award the major supply, construction and/or other contracts through competitive bidding among a limited number of candidates, Greek and/or foreign, as the case may be, selected by it. Preference will be given to the Greek candidates under the same competitive terms and conditions. However, the award of all supply, construction and/or other contracts shall be made on the basis of fair and reasonable prices compatible with the going market rates for the type of contract each time in question, terms of finance and delivery schedules.

Copies of all contracts between Contractor, suppliers, sub - contractors and third parties in general, shall be submitted to the Greek State, as promptly as possible, after their execution. Such contracts need not be translated into Greek.

10. 4. Upon an acquisition of a Development Licence, Contractor shall proceed diligently with the development operations of the discovery which shall commence not later than six (6) months after the submission of the Development and Production Program thereof, provided for in Article 9.1 and 9.2 above, and for the drilling of development and/or delineation wells Contractor shall use such spacing between them as in Contractor's opinion and in accordance with international technical standards is best suited to ensure the maximum economic ultimate recovery.

10. 5. Subject to the provisions of Article 10.6 hereunder, Contractor shall carry out continuous producing operations in a workmanlike manner, in accordance with

the internationally recognized rules of good oil field practices and always with a view to ensure the maximum economic recovery.

10. 6. However, at no time shall Contractor be obliged to produce Hydrocarbons at a rate which according to international oil field practices :

- (a) is technically unsound or
- (b) is detrimental to the scope of maximum economic recovery, or
- (c) is uneconomic, i.e. does not ensure a fair and reasonable rate of return.

Article 11.

Contractor's Exploration and Development Rights.

11. 1. Contractor shall have the rights and powers to carry out the Petroleum Operations in the Contract Area, which shall include, but not by way of limitation, the following :

(a) Full and exclusive responsibility, management and control of all the Petroleum Operations.

(b) Authority to exercise any of the rights and powers conferred by this Agreement (unless the context thereof provides otherwise) through agents and independant contractors and, accordingly to pay all their fees expenses and charges at the place and in the currency selected by the Contractor.

11. 2. Contractor shall have the right, through expropriation or direct purchase, to acquire or lease real and movable properties and property rights for the purpose to drill, construct, erect, lease, use and operate factories, offshore and onshore facilities, storage facilities, facilities for production and primary treatment of Hydrocarbons, sulphur plants, pipelines of any nature, electric power plants, high voltage lines, telephone and telegraph lines, radio and other communication facilities, platforms, port facilities and in general, each every and all primary or auxiliary facilities, works and services which, in the opinion of Contractor, are necessary or desirable for the Petroleum Operations or in connection therewith.

Above facilities are permitted to be constructed by Contractor only if the already existing and belonging to the Greek State facilities are not suitable or adequate, in Contractor's opinion.

The location and construction of all above installations shall be at Contractor's election, subject, however, to the rules and regulations each time in force in Greece.

11. 3. Contractor, its personnel, agents and Contractors shall have the right, without limitation, to enter into and depart from the Contract Area and have free access at all times to all installations established by Contractor, together with the right of free ingress and egress of equipment.

Article 12.

Activity Records and Reports.

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

12. 2. Contractor shall submit to the Greek State, quarterly and annually, reports covering the Petroleum Operations in adequate detail in duplicate. The quarterly reports shall be submitted within one (1) month from the end of each quarter and the annual reports within three (3) months from the end of each Calendar Year.

Supporting material collected from wells such as drilling cores, samples of the formations, samples of crude oil and water etc., shall be kept for a period of at least one (1) year by Contractor 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 request to obtain such supporting material for its own use, Contra-

ctor shall comply with such request and shall deliver such material at Contractor's storage place.

12.3. Contractor shall supply to the Greek State in duplicate, all scientific data collected during its operations including all data and interpretation reports in Contractor's possession supplied by the Operator to the Entities (Corporations) forming the Parties of the Second Part. The words all scientific data is meant to include the following;

A. For the Seismic Research :

1) Complete series of seismic record section displays for all seismic profiles measured, including copies of the original magnetic tapes as they were recorded.

2) Complete results of velocity determinations by refraction method.

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

4) Technical report on field methods employed.

B. For the Drilling Exploration :

1) Weekly progress bulletin covering drilling operations.

2) Stratigraphical and lithological log of the drill-holes.

3) Continuous series of cuttings.

C. For the measurements within the drilled area :

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.

12.4. Contractor shall advise the Greek State of the locations chosen by it for the drilling of any wells. Further, Contractor shall advise immediately the Greek State of the commencement and completion of any drilling operations and of their interruption, and of the discovery of any Hydrocarbons. This obligation is in addition to the obligations of supplying quarterly and annually reports mentioned under Article 12.2 above.

12.5. Financial reports relating to the Petroleum Operations shall be submitted by Contractor to the Greek State within three (3) months after the end of each Calendar Year. The Greek State shall have the right to inspect the official records and books of Contractor, in order to ascertain the accuracy of the entries.

12.6. Authorized representatives of the Greek State and especially of the scientific and technical services of the Greek State shall have the right to observe the scientific activities and technical operations of Contractor in order to be kept informed and to know the details on the progress of same. Such observation shall be carried out in such a manner that the operations of Contractor are not hindered.

12.7. In addition to the foregoing Contractor agrees to supply the Greek State, upon its request, with all reports, studies, results or measurements and tests as well as documents which make it possible to verify the proper exploitation of the deposits.

12.8. 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 Contractor to the Greek State shall be treated by it as confidential, unless Contractor advises the Greek State in writing with respect to any specific information that it relieves the Greek State from its obligation. The same obligation applies for all such information and data submitted by Contractor under the previous Concession Agreement ratified by Legislative Decree 462/1970.

12.9. 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 Contractor one (1) year after the relinquishment of any areas under the above Concession Agreement or under this Agreement, for all information and data applying to each specific relinquished Exploration or Development Area, or immediately upon termination of this Agreement. Contractor 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 Contractor if, in the latter's opinion, this may be done without harming Contractor's interests.

Article 13

Obligations of the Greek State - Acquisition by Contractor of Land and Property Rights.

13.1. The Greek State guarantees that no valid rights or claims by third parties either juridical or physical persons, exist, referring to the exploration and development of Hydrocarbons in the Contract Area. Should any such rights or claims exist or be raised then the Greek State shall be obliged to safeguard all Contractor's rights and interests hereunder as well as their smooth and unhindered exercise.

13.2. The Greek State shall make available to Contractor, without any charge, expense or other financial consideration all lands, underground and surface water, quarries, real rights on lands and rights-of-way belonging to the Greek State provided such lands, waters, quarries and rights are, in Contractor's reasonable opinion, necessary for the carrying out of the Petroleum Operations and they shall be utilized solely for said operations and provided further they are free, not leased or otherwise legally bound to third parties.

It is understood that the Greek State in making available to Contractor the above properties and property rights, shall retain at all times title thereon.

13.3. All lands, real rights on lands, underground and surface waters, and rights-of-way (servitudes) belonging to third parties, either juridical or physical persons, necessary, at Contractor's opinion, for the carrying out of the Petroleum Operations, shall be acquired through direct agreement between Contractor and the owner or owners thereof. Failing to reach such agreement, then all such lands, real rights on lands, underground or surface waters and rights-of-way, shall be subject to compulsory expropriation for public utility, except where such compulsory expropriation is not permitted pursuant to specific Greek Legislation. The acquisition of all said properties and property rights, through either direct agreement or by expropriation, shall be made in the name and in favor of the Greek State and at the charge of the Petroleum Costs.

13.4. The provisions of the Mining Code (Legislative Decree 210/1973), relating to the temporary occupations and expropriations for the needs of exploitations of mines, as long as they do not conflict with the provisions of this Agreement are applicable, mutatis mutandis, to the expropriations referred to in the preceding Article 13.3.

13.5. In case no damage whatsoever is caused thereby, the Greek State, the Municipalities and Communities as well as the owners or possessors of rural or urban real properties or holders of exploration and/or development licenses are obliged to grant the right-of-way for underground pipelines, for the transporta-

tion of Hydrocarbons, or in case such underground installation is not practical 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 Contractor, the property or property rights of Municipalities, Communities and of third parties, either physical or juridical persons are impaired or damaged, an indemnity will be paid by Contractor determined in accordance with the provisions from time to time in force for the compulsory expropriation of the Mining Code for the exploitation of mines. Contractor shall have also the right, without however payment of any charge, expense of financial consideration, to use, in compliance with the relative provisions of Article 12 of Law 1540/1938 and of Law 2344/1940 regarding sea and shores, and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and Hydrocarbons and their storing as well as to create installations necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the Naval Command, which shall not be withheld without any serious reason.

13.6. It is understood that all acquisitions by Contractor of properties or property rights referred to in Article 13.2, 13.3, 13.4 and 13.5 above, shall be held by Contractor under its possession and shall be utilized by it for the Petroleum Operations and all other purposes of this Agreement during the entire period of its validity. The Greek State guarantees that Contractor will be protected in such occupation and use in the same way and to the same extent as if Contractor has held the title thereon. At the same time it is understood that Contractor shall take care of, protect and safeguard all properties and property rights acquired, as hereinabove set forth, as if it were the owner thereof.

13.7. Upon Contractor's request submitted timely each time the Greek State shall proceed to all requisite actions, shall furnish all necessary assistance and shall issue or cause to be issued, by any and all competent State or other Authorities, including the Military Authorities, all necessary permits, authorizations, approvals, licenses, ministerial or other decisions and the like, necessary for the erection, construction and installation of all plants, facilities and other works hereunder for the acquisition of lands, properties and property rights referred to in Article 13.2, 13.3 and 13.5 above and in general for the carrying out of the Petroleum Operations, and the performance of the purposes and objectives of this Agreement.

13.8. In case the Greek State fails or delays for more than sixty (60) calendar days to render to Contractor the necessary assistance or issue or cause to be issued the permits, authorizations, approvals, licenses, ministerial or other decisions, as provided in Article 13.7 above, and such failure or delay renders impossible or necessarily delays the carrying out by Contractor of any of its obligations hereunder, then such non-performance or delay of performance by Contractor, resulting therefrom, shall not constitute a violation by it of the terms of this Agreement, and the Greek State's failure or delay shall be considered, for Contractor, as a case of Force Majeure and shall be treated vis-a-vis it as such a case in accordance with Article 28 hereof.

Article 14

Disposition of Production, Recovery of Petroleum Costs.

14.1. The entire production of Hydrocarbons pro-

duced from each Development Area and saved (not lost nor used in Petroleum Operations) shall be dealt with in accordance with the following provisions.

14. 2. (a) For the purpose of recovering all of the Petroleum Costs incurred for or allocated to the Development Area of PRINOS, as such Petroleum Costs are defined in Article 14.3 below, Contractor shall be entitled to retain, up to seventy percent (70 %), or such lesser percentage as will be necessary, per year of all the Hydrocarbons produced and saved from the said Development Area of PRINOS, starting from the date upon which actual commercial production from the said Area shall commence and continuing until the corresponding date, after the lapse of five (5) years.

After the end of the above five (5) years period and for the entire balance of the remaining term of the Development License of PRINOS, (with the exception of the last year of said License), Contractor shall be entitled to retain up to forty percent (40 %), or such lesser percentage as will be necessary, per year of the Hydrocarbons produced and saved from the said Area, for the purpose of recovering the said Petroleum Costs. In the last year, Contractor shall be entitled to retain from the said Area up to whatever percentage of the said Hydrocarbons is necessary for the purpose of recovering Petroleum Costs incurred in or carried forward to this last year of production.

(b) Contractor shall be entitled to retain from each of all other Development Areas up to fifty percent (50 %), or such lesser percentage as will be necessary, per year of all of the Hydrocarbons produced and saved from each of such Areas for the purpose of recovering all of the Petroleum Costs incurred for or allocated to each or all of such Development Areas, provided in Article 14.3 below, starting from the date upon which commercial production, from each such Area shall commence and continuing until the corresponding date after the lapse of five (5) years.

After the end of the above fifth (5th) year and for the entire balance of the remaining terms of each such other Development License, (with the exception of the last year of each respective license), Contractor shall be entitled to retain up to forty percent (40 %) or such lesser percentage as will be necessary, per year of all the Hydrocarbons produced and saved from each such respective Area, for the purpose of recovering the said Petroleum Costs. In the last year of each respective license, Contractor, shall again be entitled to retain from said Areas up to whatever percentage of the Hydrocarbons is necessary for the purpose of recovering Petroleum Costs incurred in or carried forward to each such last respective year of production.

14.3. It is understood that for the recovery purposes set forth in Article 14.2 above, Petroleum Costs shall include but not be limited to all such costs, charges, expenses, and obligations as specified in Article 15.2 (c) below.

In addition for the same above recovery purposes, with respect :

(a) To the Development Area of PRINOS, the Petroleum Costs shall also include all costs, expenses and charges incurred by Contractor in connection with its organisation and all its operations under the Concession Agreement, ratified by Legislative Decree No 462/1970.

(b) To the Exploration Area and the Development Area or Areas which Contractor may acquire within the Exploration Area, all Petroleum Costs, incurred by Contractor shall be allocated by Contractor, at its election, to any one or more of the Development

Areas (other than the Development Area of PRINOS), and they shall then be regarded as Petroleum Costs incurred for such Development Area or Areas.

14.4. For the recovery by the Contractor of the Petroleum Costs, the value of the Hydrocarbons shall be calculated in accordance with the provisions of Article 17 below.

14.5. Of the total Hydrocarbons produced and saved in each calendar year from each Development Area, Contractor shall retain the necessary portion thereof for recovery of the Petroleum Costs of the said Area.

Of the remaining balance of production, after above retention, or of the proceeds derived therefrom (Net Production) the Total Share of the Greek State amounts to the percentage share shown in column No 1 of the Tabulation set forth below. Such Greek State's Total Share consists on the one hand of the percentage participation share of the Greek State on the Net Production as such share shown in column No 2 of the Tabulation set forth below (Greek State's Percentage Participation Share) and, on the other hand, of Contractor's Income Tax determined and assessed in accordance with the provisions of Article 15 hereof.

The balance of the Net Production of Hydrocarbons or the proceeds therefrom, after deduction of the Greek State's Total Share shall be Contractor's retained net share, after taxes.

AVERAGE CRUDE OIL PRODUCTION IN STOCK	No 1	No 2
	Total Share	Greek State's Percentage Participation Share
TANK BARRELS PER DAY		

For the Development Area of Prinos

0 — 200.000	65 %	30 %
In excess of 200.000	80 %	60 %

For all other Development Areas

0 — 30.000	65 %	30 %
30.001 — 80.000	70 %	40 %
80.001 — 200.000	75 %	50 %
In excess of 200.000	80 %	60 %

14.6. The daily average production levels set out in Article 14. 5 shall be computed by dividing the quarterly total production of Crude Oil for each Development Area by the number of the quarterly calendar days. Each Development Area, including the Development Area of PRINOS shall be calculated separately for the purpose of determining the relevant level of production and the Greek State's Total Share thereof or of the proceeds therefrom and it is understood that the increased share for the Greek State, is for the respective incremental level of production only, and not for the entire amount of production.

14.7. The Greek State shall have the right, subject to the provisions of Articles 16 and 19 below, to take and receive the portion of production, constituting the Greek State's Total Share prescribed in Article 14. 5, either in kind or, following the marketing of such Share by Contractor as provided in Article 16 hereof, in cash. The amount to be paid therefor to the Greek State, when the Greek State takes in cash, shall be equal to the portion of the quantity of such portion in question multiplied by the sales price as defined in Article 17 below, less a sales commission of U.S. 0.5. cent per Barrel, which shall be paid to Contractor to defray Contractor's costs associated with the marketing of the Greek State's Hydrocarbons.

Article 15.

Taxation

15.1. (a) Contractor is subject to income

tax on the basis of a fixed rate of fifty percent (50%) without any additional contribution or other charge of whatever nature, in favor of the Greek State or of any third party.

The above tax rate shall remain stable throughout the life of this Agreement and shall be assessed on Contractor's Net Taxable Income deriving in Greece from the Petroleum Operations, as such income is determined by the provisions of this Article.

(b) Contractor is obliged to file income tax returns and to maintain accounting books in accordance with the legislation each time in force. The above Income Tax which shall be due by Contractor pursuant to its Tax Returns shall be assessed and settled, once each year by deviation of the relevant legislation, each time in force, as will be provided for by a joint resolution, to be issued, by the Ministers of Finance and Industry. Contractor is not subject to the payment of advance on the income tax provided for by Article 14 of Leg. Decree 3843/1958 «re. income tax of legal entities».

(c) It is understood that the provisions of this Article covering computation, assessment and payment of Contractor's Income Tax apply separately and individually to each and every corporation constituting the Parties of the Second part.

15.2. (a) Contractor shall keep a separate account for each Calendar Year of Petroleum Operations, making it possible to prepare a Profit and Loss Statement and a Balance Sheet, showing the results of the said operations and the particular assets and liabilities thereby affected or directly related thereto and Contractor's Net Taxable Income.

(b) In order to determine Contractor's Taxable Net Income for a Calendar Year, the Profit and Loss Statement is credited with :

(i) Annual gross income from Contractor's marketing of the Hydrocarbons produced from Petroleum Operations of all the Development Areas and the equivalent value of all Hydrocarbons produced from Petroleum Operations and taken in kind by the Greek State and not marketed by Contractor.

(ii) All other income or proceeds directly linked to the Petroleum Operations, or from the transportation of products for third parties, within the national territory.

(c) In order to determine the above Contractor's Taxable Net Income for a Calendar Year, the same above Profit and Loss Statement is debited with all petroleum Costs to the extent recoverable during the Calendar Year in question, in accordance with the provisions of Article 14.2(a) and/or 14.2 (b) above, it being understood that Contractor shall have the right to debit such Petroleum Costs up to the full rates set forth in said Article until full recovery of all of said costs has been obtained. Such Petroleum Costs shall include but not be limited to :

(i) The cost of the materials, supplies and energy employed or consumed, wages and charges relating thereto, cost of services supplied by third parties, including payments made to Affiliated Companies for services rendered within the scope of the Petroleum Operations, (so long as these payments are no greater than those which would be made to a Non-Affiliated Company for an identical or similar service) and in general each, every and all expenses, either within or out of Greece for carrying out the Petroleum Operations or in connection therewith.

(ii) Administrative and establishment expenses, including patent costs, licensing fees and research charges; overhead expenses incurred in Greece related to the Petroleum Operations ; rental expenses or other payments

for acquisition or use of real and movable property ; insurance premium, and, a reasonable amount for the overhead expenses incurred outside of Greece for the services rendered for the Petroleum Operations by Managers or employees residing abroad and/or by the central departments of the Contractor or of Affiliated Companies working for its account which are located abroad; (which shall not exceed 10 % of total costs incurred in Greece) and, direct costs incurred by the said central departments abroad in connection with the Petroleum Operations.

(iii) Expenses, incurred in marketing Hydrocarbons, including brokerage and selling services expenses.

(iv) Interests, bank charges, under writing commissions, premiums or similar fees paid to any creditor, stockholder or affiliate of Contractor, in their actual amount, incurred in connection with the Petroleum Operations, provided they are fair, reasonable and in line with the conditions prevailing at the time of borrowing in the international capital and money markets.

(v) Losses from damage to or destruction or loss of property used, produced, manufactured or sold and not compensated for by insurance or otherwise, including losses arising from bad debts, claims for damages and differences in rates of exchange in converting currencies.

(vi) Remuneration and rewards for actual services rendered by others in connection with this Agreement, whether (1) accrued or paid directly to them or (2) accrued or paid to others for their benefit through insurance, pension or other plans.

(vii) The remaining unrecovered costs of property disposed of by sale, surrender, abandonment or otherwise including the unrecovered costs of drilling non-productive wells.

(viii) Other payments for losses or charges relevant to the Petroleum Operations, including the Greek State's Percentage Participation Share defined in Article 14.5 hereof, except Contractor's Income Tax.

(ix) 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.

(d) If the Petroleum Costs are not covered by the recovery rates determined by Article 14.2 (a) or 14.2 (b) above, as the case may be, on the production of Hydrocarbons of any one Calendar Year, then, the difference resulting therefrom shall be carried forward to the subsequent Calendar Years until full recovery thereof is obtained, such difference, being considered as Petroleum Costs of the said years, and shall be recovered pursuant to the recovery rates of these years.

15.3. It is recognized that the Greek State may, subject to Articles 16 and 19 below, at any time take in kind, all or a portion of its Total Share on the Net Production of Hydrocarbons as determined in Article 14.5 above. In such case the value of such Hydrocarbons, shall be as determined in Article 17 hereof and shall be added to the Gross Receipts of Contractor as provided in this Article 15.2 (b) (i) for the purpose of computing Contractor's Net Taxable Income under this Article.

15.4. Upon payment of the Income Tax due by Contractor each Fiscal Year as provided in Articles 14.5, 15.1 and 15.2 above, the Greek State shall deliver to Contractor, within ninety (90) days from the date of submittal of Contractor's Income Tax Return, the appropriate receipts of payment and release.

The above payment is in full satisfaction of all Contractor's tax obligations on the Net Taxable Income

deriving to it under this Agreement, vis a-vis the Greek State and any third party.

It is understood that Contractor's above Income Tax is entitled to credit under the provisions of Legislative Decree 2584/1953 ratifying the Convention of February 20, 1950 between Greece and the United States of America, of Compulsory Law 52/1967 ratifying the Convention of April 18, 1966 between Greece and the Federal Republic of Germany, both covering the avoidance of double Taxation as well as of any other laws ratifying similar conventions between Greece and any other Country, if applicable.

Article 16.

Marketing, Domestic Requirements and Export

16.1. Contractor shall have the right and obligation pursuant to the provisions of this Article and of Article 19 below, to market and export the total quantity of Hydrocarbons produced and saved from all Development Areas which are or may be established under this Agreement.

16.2. Concerning the portion of production of Hydrocarbons, which Contractor is entitled to take and receive pursuant to Article 14.2 and 14.5 hereof, whenever during the validity of this Agreement Contractor receives an offer from a third party for the purchase of Hydrocarbons which Contractor intends to accept, it shall notify the Greek State thereof specifying all details of such offer, such as price, quantity, duration of deliveries and other terms. Likewise Contractor shall notify the Greek State if Contractor makes an offer to a third party for the sale of Hydrocarbons which such third party intends to accept. After receipt of such notice the Greek State shall have thirty (30) calendar days and, in case the offer is for a contract with deliveries over more than one (1) year duration, the Greek State shall have sixty (60) calendar days, to notify in writing Contractor whether it (the Greek State) desires to purchase for the satisfaction of the requirements of the Greek Market (hereinafter called Domestic Requirements), the same amount of Hydrocarbons, as that contained in the notified offer and at the same price, terms and conditions. If the Greek State so notifies Contractor, the Greek State and Contractor shall enter into a sales contract containing the terms of such offer. If the Greek State does not desire to purchase for Domestic Requirements such Hydrocarbons or fails to notify Contractor within the said thirty (30) or sixty (60) days period, as the case may be, then Contractor shall be free to enter into a sales contract with a third party under the same terms as of such notified offer and, in performing such contract, to deliver domestically or to export, as the case may be, the contracted amount of Hydrocarbons for the duration of such sales contract.

In case of offers for spot sales (which are short term sales for delivery of one shipment only), the above mentioned period of thirty (30) days may be reduced by Contractor in its notice to the Greek State as far as necessary to timely accept a spot purchase offer, however in no event to less than three (3) working days. At the request of Contractor, the Greek State shall indicate to Contractor, for a period of time specified by the Greek State whether it is at all interested in exercising its above option right for such spot sales. If the Greek State has given a negative indication, this shall be a waiver of its option right to said extent.

The option right of the Greek State as contained in this Article 16.2 shall also apply either for sales to Affiliated Companies of Contractor, or for export for refining in Contractor's own refineries, provided that

the prices charged are free, fair and competitive market prices.

16.3. Subject to the exception set out in Article 16.5 below for the Hydrocarbons produced from the Development Area of PRINOS, the Greek State shall have the right to take and receive its Total Share of production of Hydrocarbons prescribed in Article 14.5 above, either in kind or in cash. If the Greek State desires to receive the total or any part of such Total Share, in cash, the amount to be paid therefor to the Greek State shall be equal to the product of the quantities sold, multiplied by the corresponding sales prices thereof, as defined in Article 17 hereof. If the Greek State desires to receive all or part of the Hydrocarbons, of its Total Share, as defined in Article 14.5 above, in kind, it must advise Contractor of this in writing at least ninety (90) calendar days before the beginning of each three (3) year period, by specifying the exact amount it desires to receive during the following three (3) year period in question. For this purpose it is agreed by the Parties that Contractor shall not sign any contract for more than three (3) year's duration for the sale of Hydrocarbons which the Greek State is entitled to take and receive, without the Greek State's written consent. If the Greek State should so consent for a portion only of its Total Share, then the balance of said Total Share which the Greek State shall receive in kind, for the duration of the said sales contract, must be in such amounts only, as do not jeopardize the performance by Contractor of said sales contract. If additional or special facilities are required as result of the Greek State's election to take Hydrocarbons (Crude Oil, Natural Gas or any by-product) in kind, then the cost of such facilities shall be charged to and be paid for by the Greek State.

16.4. The Greek State recognizes that the Corporations forming Contractor may separately market and export, or otherwise dispose, of their proportionate share of the total production. It is therefore understood that each Corporation forming Contractor may directly notify the Greek State as provided in Article 16.2 of the offers received or made by it and enter into sales contracts with the Greek State, if the Greek State exercises its option right. Such sales contracts shall then govern the relations between the Greek State and each such Corporation for the deliveries to the Greek State of the Hydrocarbons covered by these contracts.

16.5. Notwithstanding Article 16.2 and 16.3 above, it is agreed that Contractor shall, as of the Effective Date hereof, have the right to enter into firm and binding sales contract(s) for the sale and disposition, either within or outside of Greece, of the total (one hundred per cent - 100% -) of the Hydrocarbons produced and saved from the Development Area of PRINOS and such contracts may be for a period of up to three (3) years starting as of the date the actual Crude Oil commercial production from the Development Area of PRINOS commences. Within one (1) year from the date of such actual commencement of commercial production, from the Development Area of PRINOS, the Greek State will advise Contractor whether Contractor may extend said three (3) years sales contracts for an additional period of up to three (3) years, or whether the Greek State will take all or part of said production for this three (3) years additional period. If the Greek State elects to take all or part of this production, Contractor and the Greek State will enter into a firm and binding Crude Oil purchase contract within thirty (30) calendar days of the date the Greek State has notified Contractor of its intent to take all or part of this production. At least ninety (90) calendar days prior to the expiration of this first six (6) year pe-

riod of production the Greek State will notify Contractor in writing whether or not the Greek State elects to receive in cash or in kind, in total or in part, its Total Share of Hydrocarbons, as defined in Article 14.5 above from the Development Area of PRINOS for the next three (3) year period which shall also be extendable for an additional three (3) year period, in the manner aforesaid, with the election of the Greek State being made at least one (1) year prior to the expiration of each three (3) year period. Such notification shall be made in accordance with Article 16.3 above, the provisions of which shall also apply in all respects concerning the exercise of the Greek State's right of option, for all subsequent three (3) year periods, of its Total Share of the Hydrocarbons produced from the Development Area of PRINOS.

16.6. All deliveries of Hydrocarbons by Contractor to the Greek State shall be made at the following points:

—For Crude Oil, Natural Gas and Natural Gas Liquids at the FOB delivery points of Contractor's facilities of each respective Development Area.

—For Sulphur at the storage facilities of Contractor.

Should the Greek State exercise its option right, as set forth in Article 16.2 above, and desire to receive deliveries at other delivery points, then an appropriate price adjustment shall be made at the request of either Party. All costs and expenditures of Contractor to effect such deliveries up to the delivery point shall be included in the Petroleum Costs.

16.7. Contractor shall have the right at any time to export any production of Hydrocarbons that is in excess of the amounts which are either to be delivered to the Greek State under the preceding provisions of this Article or sold locally for the satisfaction, of the Domestic Requirements according to the provisions of Article 19 below. All such exports shall be made freely in any manner, by any means and under any conditions determined by Contractor, without requirement for any special export or other license, but under normal commercial practice and at free, fair and competitive market prices in each instance.

Any sales and exports of Hydrocarbons by Contractor out of Greece shall be free from any export duties or other taxes, duties and charges, and Contractor shall have the right to retain the proceeds of such exports abroad, as stated in detail in Article 20 hereof. Likewise Contractor may, under the same conditions, market above excess quantities of Hydrocarbons in Greece.

Article 17.

Valuation of the Hydrocarbons

17.1. In order to determine the value of Hydrocarbons produced by Contractor for the purposes of: (1) recovery of Petroleum Costs, (2) determining the Greek State's Total Share in the Hydrocarbons, either in kind or in the cash proceeds derived therefrom, (3) calculating Contractor's Income Tax payable to the Greek fiscal authorities and (4) any other necessary calculations under this Agreement, the following criteria based on sales to independent third parties shall apply:

(a) Crude Oil. The value of the Crude Oil shall be calculated on the actual sales revenue realized FOB delivery point by Contractor per barrel sold during the period of time in question.

(b) Natural Gas. The value of Natural Gas shall be calculated on the actual sales revenue realized FOB delivery point by Contractor per cubic meter measured under normal conditions, of Natural Gas sold during the period of time in question.

(c) Natural Gas Liquids. The value of the Natural Gas Liquids shall be calculated on the actual sales

revenue realized FOB delivery point by Contractor per barrel sold during the period of time in question.

(d) Sulphur and other By-Products. The value of the Sulphur and other By-Products shall be calculated on the actual sales revenue realized by Contractor per metric ton for sulphur and the appropriate unit for other By-Products sold at the delivery point in Greece during the period of time in question.

17.2. If during the period of time in question there are no sales of any one or all of the above products by Contractor to independent third parties, then the Greek State and Contractor shall meet and mutually agree on the prices to be used per unit of product sold by comparing the sales price of similar products purchased in the international market of the Eastern Mediterranean Countries, with due consideration for differences in quality, gravity, transportation, duration of purchase, as well as in the rates of conversion of the foreign currencies to the drachmae, prevailing, according to the Official Bulletin of the Bank of Greece, on the day of the sale.

Article 18.

Measurement of Hydrocarbons

18.1. The quantities of Hydrocarbons produced by Contractor shall be measured at the storage tanks for Crude Oil and Natural Gas Liquids and at the point of delivery for Natural Gas. Contractor shall be obligated to install for this purpose adequate measuring devices complying with the standards usually adopted in international oil field practice. Other By-Products, such as but not limited to sulphur, shall be measured at their place of storage.

18.2. The authorized representatives of the Greek State shall have the right, at all times during normal working hours, to examine such measurements and to verify the instruments used. Contractor shall not assume any risk in connection with accidents or damages occurring during such examination or verification, as a result of any act or negligence of the said authorized representatives. If Contractor desires to modify the measurement instruments, it must advise the Greek State of this, within a reasonable period of time, so as to permit its representatives to be present at such modification.

18.3. It is understood that the unsold quantities of produced Hydrocarbons used by Contractor for its own operations for fuel or for the purpose of repressuring or unavoidable losses in the course of the operations, shall not be subject to measurement and valuation for the purposes of Article 14 above.

Article 19.

Natural Gas, Natural Gas Liquids and Sulphur

19.1. In case of a Development License to develop a Natural Gas discovery, all the provisions of this Agreement shall apply and, in order to determine the relevant levels of the Greek State's Total Share, for the purpose of Article 14 above, the daily volume of Natural Gas produced shall be equated to a daily rate of Crude Oil production by determining how many average barrels of Crude Oil (whose price per barrel will be determined in accordance with Article 17 hereof) would have realized the same monetary value as was realized from such Natural Gas production over an equivalent time period.

19.2. The Greek State, subject to its right to purchase all or part of the Natural Gas to fulfill, Domestic Requirements, as provided in Article 16 above, shall take all steps necessary to assist Contractor in obtaining a domestic market for the Natural Gas and in concluding sales contracts for such Natural Gas. The sales prices

of such contracts shall be on a fair, free and competitive basis.

19.3. If Contractor does not consider the Natural Gas found within a gas field to be commercial, then the Greek State may use it by advising Contractor in writing, at least three (3) months in advance, that it desires to take and dispose of this Natural Gas. Upon receipt of this notice and upon request of the Greek State, Contractor may at its option decide to construct, at the exclusive cost and expense of the Greek State, the pipeline and related installations necessary for the delivery of said Natural Gas to the Greek State at a delivery point selected by it. In the event that Contractor should decide not to construct such installations, the Greek State may, for this purpose, use contractors of its selection and due care shall be exerted that this does not interfere with the Contractor's other Petroleum Operations.

All costs and expenses, including the prior exploration cost and ongoing operating costs incurred by Contractor, its contractors and sub-contractors, in connection with the discovery of and the Greek State's taking of the Natural Gas shall not be considered to be part of the Petroleum Costs but shall be for the account of the Greek State which must pay the full amount thereof.

19.4. Natural Gas not used in the Petroleum Operations, nor sold may be flared by Contractor. Such flaring however shall be carried out only if all part of the production of this gas cannot be usefully employed to improve the maximum economic rate of recovery of the Crude Oil by reinjection.

19.5. The Greek State intends that all of Contractor's share of sulphur production shall remain in Greece for the purpose of meeting domestic requirements. Contractor shall remain, however, responsible for the sale of such sulphur either as elemental sulphur, at its price, or any derivative thereof, at its price, either to the Greek State, as provided in Article 16.2 above, or to any of Contractor's affiliates or to third parties for the purpose of its utilization in Greece. All such sales shall be concluded at fair, free and competitive prices of similar type of sulphur delivered in Greece at the time of the sale.

19.6. The Parties recognize and agree that to the extent possible Natural Gas Liquids shall be processed in Greece for use locally or for export. The Parties further recognize that the facilities necessary for such processing are economic only if sufficient quantities of such Natural Gas Liquids are available and other economic criteria are met. The Greek State, preserving its right to satisfy local requirements, agrees that, as to one hundred percent (100 %) of the Natural Gas Liquids production from the Development Area of PRINOS, Contractor may, as of the Effective Date hereof, enter into sales contract for up to three (3) years duration at a time; and that within one (1) year from the date of commencement of actual production of such Natural Gas Liquids, the Greek State shall advise Contractor whether such sales contracts can be extended for an additional term of three (3) years or whether the Greek State will itself acquire all or part of said Natural Gas Liquids for a time period of three (3) years. Within six (6) months from the date of acquisition of any future Development License, the Greek State will advise in a similar fashion as to the disposition of Natural Gas Liquids produced from such Development Area.

The price at which Contractor shall sell Natural Gas Liquids shall be fair, free and competitive.

Article 20

Foreign Exchange

20. 1. Contractor, as long as it does not derive any

revenues from the sale of Hydrocarbons under this Agreement, shall finance the Petroleum Operations exclusively out of its foreign currency funds in the following manner:

(a) By converting to Greek currency, through banks 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 Contractor's cash operating expenses in Greek currency, including any payments to the Greek State and third parties.

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

20. 2. Once production commences, Contractor shall be entitled to meet all Petroleum Costs in Greece, out of the Drachmae revenues, obtained by Contractor from the sales on the domestic market under the terms of Article 16 hereof. When Contractor's Drachmae revenues exceed its cash operating requirements in Greek currency, Contractor shall be permitted to remit abroad under the terms of Article 20.6 hereof, 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 or into some other currency convertible into U.S. Dollars. However, Contractor, shall also, and alternatively, be permitted to retain such Drachmae surplus funds in Greece and to deposit such funds in interest-bearing accounts and, subject to prior approval by the Bank of Greece, to invest such funds in 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.

20. 3. a. Contractor shall also have the right to retain abroad, and freely to dispose of all currency proceeds that are surplus to Contractor's cash operating requirements in Greek currency, foreign currency revenues obtained from export sales of Hydrocarbons under the terms of Article 16 hereof or from other sources as provided in this Agreement, as well as Drachmae surplus funds remitted from Greece under the provisions of this Article 20.

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

c. Notwithstanding the provision in the preceding item (b) of this Article 20.3 the Greek State may, at its discretion permit Contractor to make remittances to Greece in currencies not freely convertible to U.S. Dollars.

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

Article and that subject to Contractor's right to obtain foreign currency funds as provided for in Article 20.6 below, the Greek State shall have no obligation, whatsoever, to provide Contractor with additional foreign currency funds.

20. 5. For the purposes of this Agreement, Drachmae revenues surplus to the Contractor's cash operating requirements in Greek currency and Drachmae surplus funds shall mean all Drachmae funds not needed to cover Contractor's cash obligations due and payable within the ensuing sixty (60) day period, but not less than that, in Greek currency or local operating expenses and other local currency obligations.

20. 6. The Bank of Greece, through banks 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 Contractor to remit Drachmae surplus funds from Greece. Such foreign exchange will be made available to Contractor or to any one or more of the Entities (Corporations) forming Contractor, or to any third parties, designated by Contractor, with which Contractor is in business transactions in connection with this Agreement, promptly and without any delay whenever the funds are applied for, upon the attestation by Contractor, duly certified by Contractor's Greek Chartered Accountants, that the proposed conversion represents a remittance of funds, surplus to Contractor's cash operating requirements for the ensuing sixty (60) day period, but not less than that, in Greek currency. However, Contractor shall furnish the Bank with such monthly and/or quarterly statements as may be required by the Bank of Greece, to confirm that the remittances of funds effected by Contractor, in the period under review, represent remittances of Drachmae surplus funds under the terms of this Agreement. If the Bank of Greece, after review of these statements, is of the opinion that a remittance made does not represent, in total or in part, Contractor's Drachmae surplus funds under this Agreement for the time period in question, then upon the Bank of Greece's invitation the matter shall be discussed between it and Contractor and, in case no mutually satisfactory settlement of the issue is reached, then Contractor shall be obliged to remit promptly to the Bank of Greece the amount of foreign exchange which, according to the Bank of Greece's determination, is in excess of Contractor's surplus drachmae funds for the time period in question. Against such determination Contractor shall have the right, if it so desires, to resort to the arbitration proceedings provided for in Article 33 hereunder.

20.7. In case Contractor liquidates in Greece any movable properties as provided for in Article 27. 7 hereunder, either imported from abroad or acquired and paid for in Greece exclusively out of Contractor's foreign currency funds or out of Drachmae revenues, obtained by Contractor from the sales of Hydrocarbons on the domestic market under the terms of this Agreement, then the Bank of Greece, through banks officially authorized to deal in Greek currency and foreign exchange, will make available promptly to Contractor an amount in U. S. Dollars corresponding to Contractor's share defined in Articles 27.7 hereunder of the amount in Drachmae obtained by means of such liquidation. Such liquidation, however, shall be escalated in such manner so as not to entail transfers out of Greece of foreign exchange in, relatively, large amounts within short periods of time.

20.8. For the purpose of carrying out its operations under this Agreement Contractor shall be permitted to

buy and sell foreign currency through any bank officially authorized to deal in Greek currency and foreign exchange and at a rate of exchange as determined by the Bulletin of the Bank of Greece, prevailing on the day of the transaction.

20.9. For the purposes of such books and accounts as Contractor may maintain in Greek currency, Contractor 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 Article 20. 8 at which Contractor is entitled to purchase Drachmae with foreign currency on the day on which each transaction is lawfully recorded on Contractor's books.

20.10. 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 the preceding Article 20. 3 shall be certified by a recognized Greek or foreign bank approved by the Greek State and Contractor. The applicable rates to be certified by that bank shall be the buying and selling rates for U.S. Dollars, as defined in Article 20.8 above, 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 Contractor.

Article 21.

Payments

21.1. All payments which Contractor is obligated to make to the Greek State shall be made in U.S. dollars currency in Athens, at a bank to be designated by the Greek State or, at Contractor's election, in other currency acceptable to the Greek State, except that Contractor may make such payments in Greek currency to the extent that such currencies are realized as a result of the domestic sale of Hydrocarbons.

21.2. All payments due to Contractor shall be made by the Greek State in U.S. Dollars or, at the Greek State's election, in other currencies acceptable to Contractor at a bank to be designated by Contractor.

21. 3. All sales of Hydrocarbons by Contractor within Greece shall be made in Greek Drachmae.

21. 4. All payments which the Greek State is required to make to Contractor and all payments which Contractor is required to make to the Greek State pursuant to this Agreement, shall be made within thirty (30) calendar days, following the end of the month in which the obligation to make such payments occurs.

Article 22.

Contractor's Personnel

22.1. Contractor shall have the right, subject to the provisions of Article 22. 4 below, 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.

22. 2. Upon application by Contractor, the Greek State shall approve permits for entry into Greece and permits for staying, working and travelling in Greece for the Contractor's foreign personnel mentioned under Article 22. 1 above and for their families, except if there are serious reasons to the contrary affecting public security. Such non - approval of these permits, in accordance with the foregoing, shall be made known in due time to Contractor.

22. 3. The foreign employees of Contractor shall be subject to the payment of Greek Income Tax after they have resided continuously for six (6) months in Greece, only on the salary which shall be paid to them by Contractor 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 Contractor's books. In addition, these employees shall be entitled to the benefits of Legislative Decree 2548/1953 ratifying the Convention of February 20, 1950 between Greece and the United States of America, of Compulsory Law 52/1967 ratifying the Convention of April 18, 1966 between Greece and the Federal Republic of Germany for the «Avoidance of Double Taxation» as well as of all other laws ratifying similar conventions between Greece and other Countries if applicable, as the case may be. Such residence of a foreign employee in Greece shall begin on the day he is granted the regular residence and working permits. The foreign employees of Contractor shall pay all other Greek taxes in accordance with legislation from time to time in force.

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

22. 5. Contractor shall accept for training each year up to six (6) candidates selected by the Greek State. it being understood that :

(a) All expenses of the trainees will be included in the Petroleum Costs;

(b) The training program shall be concentrated on practical work, the details of which shall be established each time by Contractor 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; development and production of Hydrocarbons :

(c) The training period for each trainee shall be up to twelve (12) months;

(d) The candidates for the position of trainees selected by the Greek State shall be also subject to approval by Contractor, which may refuse such approval if in the Contractor's opinion this candidate is unsuitable for the contemplated training. Contractor shall also have the right to request the Greek State to recall a trainee already approved by Contractor, 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 23.

Use of Contractors and Sub - Contractors

23.1. For the carrying out of the Contractor's Petroleum Operations under this Agreement, Contractor shall have the right to engage the services of contractors and sub - contractors.

23.2. As provided in Article 10.3 above, the full text of all contracts concluded with the contractors and sub - contractors, shall be submitted by Contractor to the Greek State.

23.3. The provisions of Articles 22.1, 22.2, 22.3 and 25 of the present Agreement shall also apply to the above mentioned Contractors and sub - contractors and their foreign personnel. The provisions of Article 20 of the present Agreement will apply only to Contractor and to foreign contractors and sub - contractors.

23.4. All costs and fees paid to the contractors

and sub - contractors by Contractor, shall qualify as Petroleum Costs.

23.5. The work carried out by the contractors and sub - contractors of Contractor shall qualify as work carried out by the Contractor in the meaning of Petroleum Operations. Notwithstanding the above, in this case too, Contractor shall be subject to all responsibilities arising under this Agreement.

Article 24.

Books of Accounts and Records.

24.1. Contractor's books of accounts and records in Greece shall be kept in the Greek language and if Contractor so desires, also in the English language, will reflect all Petroleum Operations, shall be maintained in accordance with the generally accepted principles and rules of accounting practice in the petroleum industry and with the Code of Greek Tax Data and the pertinent Greek Legislation each time in force and shall be subject to review and supervision of Greek Chartered Accountants.

24.2. Contractor 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. However Contractor's tax returns to the Greek authorities shall be denominated in Drachmae, using the rule for conversion of foreign currency amounts set forth in Article 20.8 and 20.9 above.

24.3. Until the date of commencement of production and sale of Hydrocarbons produced, the originals of all receipts and supporting documents of expenditures incurred, may be kept in Contractor's main offices in the United States, with at least one certified copy thereof to be kept in Greece. As of the date of commencement of production and sale of Hydrocarbons the originals of said receipts and supporting documents must be kept in Greece.

24.4. The Greek State, shall have the right to examine and verify Contractor's accounting books and records and shall have a period of five (5) years following the end of the Calendar Year in question to carry out such examination and verification.

The Greek State may present its remarks, objections or claims to Contractor in connection with any contradictions or errors found upon the said examination or verification within sixty (60) days following the end of said examination or verification.

The Greek State's failure or delay to carry out such examination or verification within the said five (5) years period or to present its remarks, objections or claims within the said sixty (60) days period shall be deemed to mean the approval of Contractor's books and records and of all entries made therein for the Calendar Year in question.

24.5. The provisions of this Article apply, mutatis mutandis, to each separate entity (corporation) forming Contractor.

Article 25.

Exemption from Import Duties, Taxes and Fees

25.1. Contractor 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 any materials and supplies of whatever nature, which at Contractor's judgment 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.

25.2. The machinery, equipment, spare parts, materials, and supplies of any kind whatsoever mentioned under Article 25.1. above, except fuels and lubricants, but including vehicles, marine vessels and platforms, whether selfmoving or not, upon which machinery, instruments, cranes or any other kind of accessories necessary for the operations of Contractor are fixed, as well as the relative tractors and trucks, jeeps or equivalent vehicles of whatever kind of nature, as well as passenger cars, not exceeding ten (10) at the beginning of the Petroleum Operations and then one (1) for each subsequent Calendar Year, shall be exempt from import or custom duties, fees or contributions for custom works (DETE) and from each, every and all other taxes, fees, stamp duties, withholdings, contributions, assessments and all charges of any kind or nature whatsoever, in favor either of the Greek State or of any State, Port, Customs authority or agency and of any third party or legal entity in general, collected at the importation, except for retributory duties and rights.

25. 3. Contractor 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 this Article 25.1 and 25.2, except as otherwise provided in Article 27 of this Agreement, and such exports shall not be subject to any special authorization or license, in each instance, nor to the payment or any export and customs duties or any other taxes, charges, fees and stamp duties, except for retributory duties and rights.

25. 4. Should Contractor sell or otherwise dispose of the objects imported by it under the terms of this Article, except as provided in Article 27 hereunder, without reexporting them from Greece, it shall be responsible for paying such customs duties and other taxes, charges, fees and stamp duties in accordance with the legislation then in force, which may be applicable in this case. However, this responsibility shall not apply if the sale is made to the Greek State or to another company or third party, whether juridical or natural person, entitled to the same exemptions as Contractor under the provisions of this Article.

25. 5. With the exception of Contractor's Income Tax referred to in Article 15 above, Contractor, its movable property, assets, rights and income, each every and all its rights and operations under this Agreement, as well as any machinery, spare parts, appurtenances, tools and supplies of any nature imported from abroad and destined for the Petroleum Operations, in accordance with this Agreement (except fuels of any kind) and all Hydrocarbons produced and sold by it, are exempted, subjectively, from each every and all taxes, whether direct or indirect, of whatsoever kind or nature, turn over taxes, custom duties, car circulation taxes, duties, rights, withholdings, stamp duties or contributions, of any kind and nature, either regular or extraordinary, or imposed for special purposes, in favor of the Greek State, any State authority or legal entity and generally in favor of any third party. Contractor shall not be exempted from the payment of employer's contributions in favor of Insurance Organizations of any nature, as well as from the rights, contributions and duties (retributory duties) for services clearly furnished to it.

This Agreement as well as any other Agreement related to the objective hereof, which may be signed between the Greek State and Contractor, are exempted from duties, taxes, stamp duties, contributions, rights and withholdings in favor of the Greek State, any State authority or legal entity and any third party in general.

25. 6. Fees of notaries, in force from time to time for the preparation and signature of any purchase-sale agreements, or pledge agreements, or mortgage agreements pursuant to Article 29 hereof and in general of agreements of whatever nature related to the purposes of this Agreement, and the fees, from time to time in force, of salaried or non-salaried real property recorders, for recording of such agreements, if any, and of present Agreement if necessary, shall not, in each case, exceed 10.000 Drachmae.

Provisions of the Greek Legislation in connection with the minimum rates of lawyer's fees, are not applicable on lawyers furnishing services related to this Agreement.

25. 7. Agreements of loans or credits granted by foreign banks or foreign institutions or other entities to Contractor or to any of the Corporations forming Contractor, for the performance of the Petroleum Operations pursuant to this Agreement, the repayment thereof and the payment of interests thereon, are exempted from any tax, stamp duties, contributions, rights or any other charges in favor of the Greek State or third parties, notwithstanding whether such agreements are entered into in Greece or outside of Greece.

The interests on the above loans or credits granted by foreign banks or foreign institutions not maintaining a permanent establishment in Greece, in the sense of Article 5 of Legislative Decree 3843/1958, are exempted from the payment of Income Tax under the Legislation in force, irrespective of the existence or not of a Bilateral Agreement for the avoidance of double Taxation between the country in which the seat of the enterprise, granting the loan or the credit, is located.

25. 8. Dividends of Greek companies, assignees, according to the provisions of Article 26 hereunder, of the rights and obligations deriving hereof, of anyone of the Corporations of the Second Part, are exempted from Income Tax and any other tax, stamp duties, contributions, rights and any other charges, in favor of the Greek State or third parties, provided such dividends are resulting from profits generated by the Petroleum Operations pursuant to this Agreement.

Article 26.

Transfers and Assignments

26. 1. Subject to the provisions of this Article, each one of the Corporations of the Parties of the Second Part shall have the right to transfer and assign freely, under terms and conditions to be mutually agreed upon by the assignor and assignee :

(a) its interest, in whole or in part, in this Agreement, and each, every and all rights and obligations devolving hereunder to such assigned and transferred portion, and

(b) its interest in whole or in part, separately, in any one or more of the Development Licenses, including the Development License of PRINOS.

26. 2. All assignments other than those to Affiliates or to parties being parties of the Second Part, shall be subject to the Greek State's prior approval which shall not be unreasonably withheld.

All assignments to Affiliates or to parties being Parties of the Second Part, are not subject to the Greek State's approval but must be notified to it, promptly, after they are made.

Notwithstanding the foregoing the Greek State may disallow any of the assignments for reason of national security. Such disallowance however must be made within a peremptory period of thirty (30) days following the notification to the Greek State of the assignment agreement.

26. 3. All Assignments must be made by notarized agreement and a special provision must be included therein whereby the assignees shall undertake joint, indivisible and in whole responsibility, together with all the other parties of the then Parties of the Second Part, for the fulfilment of the terms and conditions of this Agreement. In case of an assignment pursuant to Article 26. 1 (b) above, the responsibility under this Agreement shall be restricted as it will specifically apply to the respective Development License.

In case of assignments to Affiliates, such joint and in whole responsibility shall continue to exist for the assignors as well, and an express provision therefor must also be included in the assignment agreement.

26. 4. The assignments shall become valid, binding and operative vis-a-vis the Greek State as of the notification to it of a certified copy of the assignment agreement.

26. 5. The Greek State has the right to assign the exercise and management, in total or in part, of its rights and interests hereunder, to a Public Petroleum Enterprise which will be established by law and which will include among its objectives the exercise and management of such rights and interests. The above assignment shall be notified to Contractor in writing, upon receipt, as of which it will be valid vis-a-vis it.

Article 27.

Disposal of Property.

27. 1. Upon expiration of the exploration period, or upon the voluntary abandonment by Contractor of the Exploration Area, as provided for in Articles 2 and 5 above, respectively, all the wells drilled by Contractor on the Exploration Area and not situated in a then acquired Development Area, with the wellheads and the casing existing in these wells, if any, shall be turned over to the Greek State by Contractor, free of charge.

27. 2. Upon expiration or termination of each Development License as provided for in Articles 7 and 31 of this Agreement, Contractor shall turn over to the Greek State all immovable property which was acquired for the Petroleum Operations of such Development Area (whether this immovable property is located within or outside the Development Area) and which is not used by Contractor for continuing Petroleum Operations of other Development Areas under this Agreement, free of charge, provided the costs for the acquisition of such immovable property, by the time of delivery thereof to the Greek State, have been fully recovered as provided for in Article 14 above. Should the costs not have been fully recovered, as abovestated, then Contractor is obligated to turn over such immovable property to the Greek State only if the Greek State pays to Contractor thirty five percent (35%) of the unrecovered costs of such immovable property. Such payment shall not be subject to any taxes, whether direct or indirect, of whatsoever kind or nature, duties, fees, withholdings and/or contributions or any other special assessments in favor of the Greek State or any authority or legal entity and in general of any third party.

All amounts obtained by Contractor, as abovestated, shall be freely convertible into U.S. Dollars at the rates and under the conditions as provided in Article 20 above.

27. 3. Except as provided in Article 27. 2 above, Contractor shall have the right to freely dispose of, for replacement or other purposes, any of the movable properties and/or any equipment, machinery, materials or other fixtures installed on immovable property during the entire period of validity of this Agreement.

27. 4. If at any time during the validity of the present

Agreement Contractor disposes of the property referred to in the preceding Article 27. 3. by sale, then, if the proceeds of such sale exceed the value of the property as shown on the books of Contractor on the date of sale the difference shall be added to the gross income of Contractor in the Calendar Year, in which the sale of this property was effected and shall be treated as a part of the gross proceeds derived from marketing Hydrocarbons, for the purpose of taxation and of determining the Greek State's Total Share under Article 14.5 above. 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 be added to the Petroleum Costs of the Calendar Year, in which such sale is effected.

27. 5. At the surrender to the Greek State of the Exploration Area or of any Development Area, as provided for in Article 27.1. and 27.2. above, all the non-productive wells must be properly plugged and, the expense thereof, shall be included in the Petroleum Costs and any known potable water bearing sections must be properly shut off in the same manner. The producing wells as well as the immovable property, subject to return to the Greek State, as referred to in Article 27.2. above, shall be turned over to the Greek State in the condition they will then be.

27.6. It is expressly understood that as long as one or more Development Licenses are valid and operative pursuant to this Agreement, Contractor shall have the right to retain and utilize all such movable and immovable properties as may, at its discretion, be considered necessary for the carrying out of the Petroleum Operations for or in connection with the said still valid and operative Development License or Licenses.

27.7. Upon expiration or termination of the present Agreement the proceeds received from the salvage of all movable properties shall be divided pro-rata between the Parties hereto, at the rate of sixty five percent (65 %) for the Greek State and thirty five percent (35 %) for Contractor. If the Greek State desires to retain in its ownership the above movable properties, then, it shall pay to Contractor thirty five percent (35 %) of the then salvage value thereof. Contractor's above share shall not be subject to any taxes, whether direct or indirect, of whatsoever kind or nature, duties, fees, withholdings and/or contributions or any other special assessments in favor of the Greek State or any authority or legal entity and in general of any third party.

All amounts obtained by Contractor, as abovestated, shall be freely convertible into U.S. Dollars at the rates and under the conditions as provided in Article 20 above.

Article 28.

Force Majeure.

28. 1. Force Majeure as used herein means any unforeseen event or circumstance beyond the control of either of the Parties hereto, respectively, and includes, but is not limited to, any one or more of the following occurrences:

Acts of God, epidemics, earthquakes, fires, explosions, floods, casual occurrences, strikes, lockouts, wars and warlike conditions, revolutions, civil commotions, insurrections, blockades, any acts of the Greek State or of any foreign Government, promulgated in the form of a law or otherwise Contractor's impossibility or undue delay, despite its diligent efforts, to obtain requisite real property or property rights, delays impossible to avoid in the transportation of equipment and personnel, or in obtaining passage rights, impossibility to obtain materials on the market, and the like.

28. 2. Failure, omission or delay by any of the Par-

ties hereto to fulfill or perform any of its respective obligations or to exercise any of its respective rights hereunder shall not be considered as a violation or breach or a waiver of this Agreement and shall not give rise to any right or claim whatsoever for or against any of the Parties hereto provided such failure, omission or delay is due to a Force Majeure occurrence or to the consequences deriving therefrom.

28. 3. If as a result of a Force Majeure occurrence either Party is prevented from performing its obligations or exercising his rights hereunder, then the carrying out of the Petroleum Operation, or the performance of any obligations or the exercise of any rights hereunder, to the extent they are affected by such Force Majeure occurrence, shall be suspended during the entire period of prevention and for a reasonable time thereafter, as may be necessary for the fulfillment of the obligations and the normal resumption of the Petroleum Operations.

The entire time period of such suspension shall be added to the term of validity of this Agreement and to the Exploration and/or Development Licenses acquired and to be acquired hereunder, which shall be correspondingly extended.

Article 29.

Financing – Mortgages and Liens

29.1. Upon Contractor's request the Greek State shall give all necessary consents and shall take, join in or cause to be taken all necessary actions, deeds and contracts for allowing Contractor to mortgage or otherwise hypothecate, according to Law 4112/1929, all machinery, equipment, supplies and steel and metal components and appurtenances of all plants, facilities and installations such as but not limited to power plants, storage tanks, gas liquid plant, sulphur plant and loading facilities, in which title is vested with the Greek State, in favor of Contractor's creditors, for the purpose of repayment of the loans and or credits which will be granted by them to Contractor for the financing of the Petroleum Operations and for such periods of time only as such loans and/or credits shall remain outstanding. However following their progressive repayment, Contractor shall take due care for the proper release or limitation of the mortgages and or other liens imposed to secure such repayment.

29.2. Contractor may finance a portion if its Petroleum Operations through credits to be supplied by third party lenders, including supplier credits for material and/or services to be guaranteed by foreign Government entities seeking to facilitate exports and subject to the Greek State's approval, Contractor may assign one or more of the rights afforded to it hereunder, to one or more of such third party lenders and/or foreign Government entities acceptable to the Greek State, or to a bank trustee, acceptable to the Greek State, on behalf of such lenders or entities, and in addition Contractor may create pledges and or liens and, to the extent permitted by the preceding Article 29.1, mortgages, in favor of one or more of such third party lenders and or foreign Government entities or trustees of such lenders or entities. The Greek State further agrees not to take any action which impairs or might, with the passage of time, impair the secured position of third party lenders.

Article 30.

Good execution of the Agreement –

Applicable Laws.

30.1. Both Parties hereto agree to cooperate in good faith and in harmonious spirit, at all times throughout the validity of this Agreement, in order to achieve,

as expeditiously and as effectively as possible, the purposes and objectives hereof, in strict conformance with all its terms and conditions.

Under this spirit of cooperation the Greek State agrees to assist and protect Contractor in carrying out the Petroleum Operations and, in general, in exercising all its rights and performing all its obligations hereunder including, but not limited to, the granting or cause to be granted, of all permits, licenses and rights of access and to placing at its disposal all requisite facilities and services so that it can draw the best advantages for the fulfillment of the objectives of this Agreement.

30.2. Both Parties hereto agree that the provisions of this Agreement shall, as of the Effective Date hereof, govern their respective rights and obligations and that there are no other agreements or understandings between them written or oral, than this Agreement and the Annexes thereto.

30.3. The Parties hereto further agree that during the entire validity of this Agreement, no provisions hereof shall be amended, supplemented or replaced, except by mutual agreement between them, confirmed in writing and signed by their lawful representatives.

30.4. This Agreement prevails over the existing or future legislation of either a general or special nature, except in the cases where it is otherwise provided for herein, and the Greek State guarantees that no special or general law will be enacted and no other action, whatsoever, will be taken by it, to the effect of amending supplementing or terminating this Agreement, except as otherwise expressly provided for in this Agreement.

The Greek State further guarantees that no action ordinance or other measure whatsoever by it or by any State service, authority, Municipality, Community or other agency will be taken and applied to the effect of jeopardizing, restricting or aggravating in any way or form, Contractor's rights and obligations under this Agreement.

Article 31.

Violation, Forfeiture-Termination and Expiration of Agreement.

31.1. In case either of the Parties hereto is of the opinion that the other party is in default in any of its obligations and undertakings hereunder, then it will advise thereof the other Party in writing within a peremptory time limit of one hundred and eighty (180) Calendar days, as of the date it has taken knowledge of the occurrence of said alleged default, and invite it to rectify it and to save harmless the inviting Party. If no rectification of the alleged default is made by the responsible party, or if no friendly settlement of the matter in dispute is reached between the Parties within the following sixty (60) calendar days, from the date of notification of said advise, then in either or both of the above cases, the matter in dispute may be referred to the arbitration provided for by Article 33 hereunder, by either Party.

In case no action is taken by the interested Party within the aforesaid one hundred and eighty (180) day time limit, then, such Party shall be considered as having waived its rights in connection with the alleged specific default.

31.2. Reservation made of the specific cases set forth in Articles 31.6 and 31.7 below, the Greek State shall have the right to terminate this Agreement, only for a serious reason consisting of a grave violation of its provisions by Contractor.

If, in the Greek State's judgment there exists such grave violation justifying the termination of the Agreement as abovestated, the Greek State shall invite in

writing Contractor, within a peremptory period of one hundred and eighty (180) days from the date the Greek State has taken knowledge of the violation, to perform, within two (2) months, its obligations under the Agreement and to fully rectify all damages of the Greek State resulting from the violation.

If Contractor fails to comply with the Greek State's invitation, then, the Greek State shall have the right to resort directly, without any further formality, to the Arbitration provided for by Article 33 hereof. Should the Arbitration Board decide that the serious reason for termination of the Agreement claimed by the Greek State, does in effect exist, then, it pronounces the Agreement terminated and assesses in favor of the Greek State the appropriate indemnification for its damage resulting from the violation.

31.3. Contractor shall have the right, if it so desires, to terminate this Agreement either in total or for any one or more of the Exploration License and/or the Development Licenses, then held by it, without cause by giving ninety (90) calendar days advance notice thereof to the Greek State. Such termination shall be made without cost, expense or other damaging effect for Contractor, except as provided in Article 4 above.

31.4. The expiration of this Agreement shall take place when all the time periods of validity of the Exploration License and of all the Development Licenses, held by Contractor and all the extensions of said time periods of validity, shall expire.

31.5. Reservation made of the specific cases provided for in Article 31.6 and 31.7 below, as of the effective date of termination of the entire Agreement or of the expiration thereof, as provided in Article 31.2, 31.3 and 31.4 above, this Agreement shall terminate and shall be without any further effect and validity except for all such rights and obligations, which have been acquired or incurred prior to the termination or expiration, which shall continue to be valid, binding and effective, and which shall continue to be governed by this Agreement.

31.6. If Contractor fails, beyond the ninety (90) day time limit provided for in Article 9.3 above, to submit to the Greek State the Financial Assurances described in said Article, either in total or in part, then the Greek State shall have the right to forfeit immediately Contractor. Such forfeiture is declared by resolution of the Minister of Industry, notified to Contractor upon receipt and extends to all the Entities (Corporations) forming Contractor. As of the date of such notification Contractor is forfeited, in favor of the Greek State, from all its rights, claims and interests hereunder and this Agreement is terminated without, however, any obligation whatsoever of Contractor to indemnify the Greek State and without any other expense, or damaging effect to Contractor and without, further, Contractor's right for recovery of its investments in the Contract Area, made pursuant either to this Agreement or to the Concession Agreement ratified by Legislative Decree 462/1970, all of which shall remain in favor of the Greek State.

31.7. If, whenever throughout the life of this Agreement any one or more of the Entities (Corporations) of the Parties of the Second Part are declared in bankruptcy then, as of the date of such bankruptcy, and provided no Court decision will have been issued within the following therefrom two (2) months, repealing the former bankruptcy Court decision then, the Entity or Entities (Corporations) which were placed in bankruptcy shall be automatically forfeited from all their rights, claims and interests hereunder, as well as of their right to recovery of any and all their investments in the Contract Area, made pursuant to this

Agreement and/or the Concession Agreement ratified by Legislative Decree 462/1970 and this Agreement shall be terminated vis - a - vis the bankrupt Entity or Entities (Corporations).

However, should such be the case, the Agreement shall continue to be and remain in full force and effect between the Greek State and the remaining Entity or Entities (Corporations) of the Parties of the Second Part, which were not declared bankrupt, which shall succeed the bankrupt, in all its rights, claims, interests and obligations hereunder, on a pro-rata basis of their participation share in this Agreement and which shall be responsible vis - a - vis the Greek State and the creditors of loans or credits for the financing of the Petroleum Operations, for the performance hereof and of all rights and obligations devolving hereunder and for the servicing and repayment of all the then outstanding loans and credits granted for the financing of the Petroleum Operations.

Article 32.

Protection of the Investment.

In addition to the rights granted to Contractor under this Agreement, the Greek State shall grant to Contractor the protection provided for by virtue of Legislative Decree 2687/1953 re: «protection and investment of foreign capital» for the foreign funds of any nature and form to be imported from abroad, necessary or useful for the implementation of the objectives of this Agreement.

Such protection shall be granted in accordance with the procedure foreseen by the said Legislative Decree 2687/1953.

Article 33.

Arbitration.

33.1. Each, every and all disputes or dissensions between the Parties hereto, regarding any matter arising out of or in connection with the interpretation and implementation of this Agreement, with regard to which no friendly settlement has been reached, according to the procedures set out by Article 31.1 above, shall be settled by arbitration to be carried in the following manner:

33.2. The party desiring the arbitration shall give the other party written notice of its desire specifying the questions, claims or matters forming the object of the differences, dispute or disagreement and naming the arbitrator appointed by it and shall invite the other party to appoint a second arbitrator. Within twenty (20) calendar 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 shall be appointed by the President of the Supreme Court of Greece (Arios Pagos) upon the request of the party desiring arbitration. The arbitrators so appointed shall, within twenty (20) calendar 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 the President of the Supreme Court of Greece (Arios Pagos) or in case of his absence or hindrance the Senior Vice President of said Court. The arbitrators shall render their award within two (2) months from the appointment of the third arbitrator. The above time limit may be extended by common agreement of the Greek

State and Contractor or decision of the Arbitration Court. 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.

33.3. 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 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.

The decision of the Arbitration Court is taken by majority of vote.

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

33.4. The decision of the Arbitration Court is definite, final and irrevocable, is not subject to any regular or extraordinary means of appeal, and, it constitutes an enforceable deed not being required to be pronounced as such by the Courts.

The expenses of the arbitration and the customary fees of the arbitrators shall be borne by the Party or Parties, as determined by the award.

33.5. It is expressly agreed that neither the recourse to arbitration or the arbitration procedure before the Arbitration Court shall have a suspensive effect on the performance of the Agreement.

Consequently both Parties hereto shall continue to exercise their rights and to perform and carry out their obligations hereunder, as if there was no recourse to arbitration and during the entire period of the arbitration proceedings.

Article 34.

Contractor's Joint Responsibility.

Except as expressly otherwise is provided for herein, the Parties of the Second Part, forming Contractor, expressly agree and accept hereby that they are jointly, indivisibly and in whole responsible vis-a-vis the Greek State, for the performance of each, every and all obligations and undertakings of this Agreement according to the provisions of the Greek Legislation.

Article 35.

Communications.

Except as otherwise expressly provided for herein, all communications or notifications of the Greek State to Contractor and vice versa, in connection with the present Agreement shall be valid only if they are given against receipt or sent through registered letter against receipt and are addressed to :

a) for communications or notifications of Contractor to the Greek State to :

Minister of Industry 80, Michalacopoulou Street, Athens, Greece.

b) For communications or notifications of the Greek State to Contractor to :

Kyriakos S. Kyriakides, Lawyer.

28, Voucourestiou Street
Athens 134, Greece

who is appointed Process Agent (Antiklitos) of Contractor in Greece and of each Entity (Corporation) forming Contractor and to which all notification of the Greek State to each of the said Entities may be made.

In case of revocation of the aforementioned Agent,

Contractor must notify such revocation and the full name and address of the new Agent who must be a resident of Athens. Until such new appointment is notified to the Greek State all notices are validly served on the abovementioned Agent.

Article 36.

Exemption of Stamp Duties.

All assignments and transfers in accordance with Article 26 of this Agreement are exempt, from stamp duties, contributions, fees and all other charges, of whatever nature, in favor of the Greek State and of any third party.

Article 37.

Effective Date of Agreement.

37.1. The validity of the present Agreement is subject to the condition of its ratification by the Legislative Body of the Greek Republic. The date at which this Agreement, so ratified, together with the Law ratifying it, shall be published in the Official Gazette of the Greek Republic, shall be the Effective Date hereof.

37.2. If this Agreement is ratified with modifications Contractor shall not be bound by it and shall have the right to withdraw therefrom. However, Contractor is obligated to declare its non acceptance of such modifications, in writing within thirty (30) days from the abovementioned publication in the Official Gazette in which case the date of such publication shall not be the Effective Date of this Agreement.

37.3. In case of modifications by the Legislative Body of the provisions on this Agreement and in case the thirty (30) day time limit of the preceding item of this Article has elapsed without action by Contractor, then the Effective Date of this Agreement shall be the day following the expiration of the above thirty (30) day time limit.

37.4. As of the Effective Date hereof the Concession Agreement ratified by Legislative Decree 462/1970 shall be completely abolished.

37.5. The entire investment in foreign exchange made by Contractor, either in cash or in kind, for carrying out all its exploration operations under the said abolished Concession Agreement, and the machinery, equipment, vehicles, supplies, spare parts and materials imported by Contractor duty free from abroad, also for the purpose of carrying out said exploration operations, shall be governed by the relevant terms of this Agreement.

Article 38.

Valid Texts — Governing Law

The present Agreement has been executed in the Greek and English language and both texts shall be deemed to have equal force and effect and shall be construed under and be governed by the Greek Law.

IN WITNESS WHEREOF, the Greek State and Contractor have signed this Agreement, through their authorized representatives, as abovestated, as of the date first hereinabove mentioned.

For the Greek State :

P. PAPALIGOURAS
Minister of Coordination
and Planning

E. DEVLETOGLOU
Minister of Finance

C. CONOFAGOS
Minister of Industry

For the Companies :
Oceanic Exploration Co.
of Greece, Hellenic Oil
Company Inc., Winter-
shall Aktiengesellschaft,
White Shield Greece Oil
Corporation
K. S. KYRIAKIDES

SCHEDULE «A»
COORDINATES OF EXPLORATION AREAS
TOTAL AREA 1.605,315 sq. klm.

1. Area North of PRINOS

Area 99,414 sq. kilometers

POINTS	GEORAPHICAL	COORDINATES
	LATITUDE	LONGITUDE
A	40° 50' 34'' N	24° 29' 17'' E
K	40° 52' 55'' N	24° 31' 11'' E
L	40° 55' 11'' N	24° 34' 22'' E
M	40° 51' 50'' N	24° 37' 34'' E
N	40° 50' 00'' N	24° 37' 34'' E
H	40° 45' 52'' N	24° 30' 50'' E
I	40° 47' 14'' N	24° 31' 51'' E
J	40° 49' 01'' N	24° 31' 56'' E
A	40° 50' 34'' N	24° 29' 17'' E

2. Kavala Area

Area 521,033 sq. kilometers

POINTS	GEOGRAPHICAL	COORDINATES
	LATITUDES	LONGITUDE
G	40° 43' 13'' N	24° 28' 39'' E
12	40° 34' 30'' N	24° 28' 50'' E
12a	40° 32' 37'' N	24° 31' 49'' E
10a	40° 27' 37'' N	24° 36' 17'' E
Z	40° 27' 30'' N	24° 34' 40'' E
9	40° 31' 45'' N	24° 24' 50'' E
8	40° 33' 22'' N	24° 25' 35'' E
7	40° 40' 50'' N	24° 16' 53'' E
O	40° 38' 46'' N	24° 01' 41'' E
P'	40° 42' 22'' N	24° 03' 22'' E
O-	40° 45' 28'' N	24° 18' 41'' E
E	40° 47' 37'' N	24° 22' 47'' E
F	40° 45' 55'' N	24° 24' 28'' E
G	40° 43' 13'' N	24° 28' 39'' E

3. Area East of Thassos

Area 984,868 sq. kilometers

POINTS	GEOGRAPHICAL	COORDINATES
	LATITUDE	LONGITUDE
A'	40° 47' 51'' N	25° 14' 49'' E
B'	40° 39' 11'' N	25° 21' 08'' E
C'	40° 30' 30'' N	25° 21' 08'' E
D'	40° 30' 30'' N	24° 55' 11'' E
E'	40° 43' 13'' N	24° 55' 11'' E
A'	40° 47' 51'' N	25° 14' 49'' E

SCHEDULE «C»

COORDINATES OF DEVELOPMENT AREA

Area 94,657 sq. klm.

POINTS	GEOGRAPHICAL	COORDINATES
	LATITUDE	LONGITUDE
A	40°50'34''N	24°29'17''E
B	40°49'40''N	24°28'14''E
C	40°48'51''N	24°26'28''E
D	40°48'51''N	24°25'05''E
E	40°47'37''N	24°22'47''E
F	40°45'55''N	24°24'28''E
G	40°43'13''N	24°28'39''E
H	40°45'52''N	24°30'50''E
I	40°47'14''N	24°31'51''E
J	40°49'01''N	24°31'56''E
A	40°50'34''N	24°29'17''E

Η ΥΠΗΡΕΣΙΑ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ :

Ἡ ἐτήσια συνδρομή τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τημητικῶς πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ Ἐφημερίδι τῆς Κυβερνήσεως, καθωρίσθησαν ἀπὸ 1ης Ἰανουαρίου 1974 ὡς κάτωθι :

Α'. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διὰ τὸ Τεύχος Α'	Δραχ.	600
2. » » » Β'	»	700
3. » » » Γ'	»	500
4. » » » Δ'	»	1.000
5. » » » Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	»	500
6. » » » Παράρτημα	»	300
7. » » Δελτίον Ἀνωνύμων Ἐταιρειῶν κ.λ.π. .	»	3.000
8. » » Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς Ἰδιοκτησίας	»	200
9. Δι' ὅπαντο τὸ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	»	6.000

Οἱ Δήμοι καὶ αἱ Κοινότητες τοῦ Κράτους καταβάλλουσι τὸ ἡμισυ τῶν ἀνωτέρω συνδρομῶν.

Ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ τοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) ἀναλογοῦν τὰ ἑξῆς ποσά :

1. Διὰ τὸ Τεύχος Α'	Δραχ.	30
2. » » » Β'	»	35
3. » » » Γ'	»	25
4. » » » Δ'	»	50
5. » » » Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	»	25
6. » » Παράρτημα	»	15
7. » » Δελτίον Ἀνωνύμων Ἐταιρειῶν	»	150
8. » » Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας ..	»	10
9. Δι' ὅπαντα τὰ τεύχη	»	300

Β'. ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκαστοὶ φύλλοι, μέχρι 8 σελίδων, τιμᾶται δραχ. 3, ἀπὸ 9 ἕως 40 σελ. δραχ. 8, ἀπὸ 41 ἕως 80 σελ. δραχ. 15, ἀπὸ 81 σελ. καὶ ἀνω ἡ τιμὴ πωλήσεως ἑκάστου φύλλου προσυξάνεται κατὰ δραχ. 15 ἀνὰ 80 σελίδας.

Γ'. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

Εἰς τὸ Δελτίον Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης :		
• Δημοσιεύματα Ἀνωνύμων Ἐταιρειῶν		
1. Τῶν δικαστικῶν πράξεων	Δραχ.	400
2. Τῶν καταστατικῶν Ἀνωνύμων Ἐταιρειῶν	»	10.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν Ἀνωνύμων Ἐταιρειῶν	»	2.000
4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰς συνελεύσεις, τῶν κατὰ τὸ ἄρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων, τῶν ἀνακοινώ- σεων τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 59 παρ. 3 τοῦ Ν.Δ. 400/70 περὶ Ἀλλοδαπῶν Ἀσφαλιστικῶν Ἐταιρειῶν, ὡς καὶ τῶν ἀποφά- σεων τοῦ Διοικητικοῦ Συμβουλίου τοῦ ΕΛΤΑ τῶν ἀφορῶν εἰς προσωρινὰς διατάξεις....	»	1.000
5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διάλυσιν Ἀνωνύ- μων Ἐταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939. ...	»	200
6. Τῶν ἰσολογισμῶν τῶν Ἀνωνύμων Ἐταιρειῶν .	»	4.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Ἐταιρειῶν	»	1.000
8. Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν Ἀσφαλιστικῶν Ἐταιρειῶν	»	600
9. Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργασιῶν Ἀσφα- λιστικῶν Ἐταιρειῶν, τῶν ἐκθέσεων περιου- σιακῶν στοιχείων Ἀνωνύμων Ἐταιρειῶν ἐν γένει, ὡς καὶ τῶν ἀποφάσεων τοῦ Δ. Σ. τοῦ ΕΛΤΑ δι' ὧν ἐγκρίνονται καὶ δημοσιεύονται οἱ κανονισμοὶ αὐτοῦ.....	»	4.000
10. Τῶν ἀποφάσεων περὶ παροχῆς πληρεξουσιότητος πρὸς ἀντιπροσώπουσιν ἐν Ἑλλάδι ἄλλοδα- πῶν Ἐταιρειῶν, ὡς καὶ τῶν ἀποφάσεων περὶ μεταβιβάσεως τοῦ χαρτοφυλακίου Ἀ- σφαλιστικῶν Ἐταιρειῶν κατὰ τὸ ἄρθρον 59 παρ. 1 τοῦ Ν.Δ. 400/70	»	2.000
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως Ἀνωνύ- μων Ἐταιρειῶν	»	10.000

12. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 3 Α.Ν. 148/67	Δραχ.	1.000
13. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς κεφαλαιαγορᾶς περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 4 Α.Ν. 148/1967	»	1.000

Β'. Δημοσιεύματα Ἐταιρειῶν Περιορισμένης Εὐθύνης

1. Τῶν καταστατικῶν	Δραχ.	1.000
2. Τῶν τροποποιήσεων τῶν καταστατικῶν	»	400
3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων	»	200
4. Τῶν ἰσολογισμῶν	»	1.000
5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων	»	1.000

Γ'. Δημοσιεύματα Ἀλληλασφαλιστικῶν Συνεταιρισμῶν - Ἀλληλασφαλιστικῶν Ταμείων καὶ Φιλανθρωπικῶν Σωματείων

1. Τῶν ὑπουργικῶν ἀποφάσεων περὶ χορηγίας ἀδείας λειτουργίας Ἀλληλασφαλιστικῶν Συνεταιρισμῶν - Ἀλληλασφαλιστικῶν Ταμείων	»	1.000
2. Τῶν ἰσολογισμῶν τῶν ὡς ἀνω Συνεταιρισμῶν, Ταμείων καὶ Σωματείων	»	1.000

II Εἰς τὸ Τέταρτον τεύχος, τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης εἰ γένη ὁρίσθη εἰς 5%.

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

1. Αἱ συνδρομαὶ τοῦ ἐσωτερικοῦ καὶ τὰ τέλη δημοσιεύσεων προκαταβάλλονται εἰς τὰ Δημόσια Ταμεῖα ἐναντὶ ἀποδεικτικοῦ εἰσπράξεως, ὅπερ, μερίμνη τοῦ ἐνδιαφερομένου, ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Ἐθνικοῦ Τυπογραφείου.

2. Αἱ συνδρομαὶ τοῦ ἐξωτερικοῦ δύνανται ν' ἀποστέλλονται καὶ εἰς ἀνάλογον συνάλλαγμα δι' ἐπιταγῆς ἐπ' ὀνόματι τοῦ Διευθυντοῦ τοῦ Ἐθνικοῦ Τυπογραφείου.

3. Ἡ καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσостоῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἀνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα Ἐθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, ὅπερ ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ὀριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (ΡΟΝΕΟ 185) καὶ 178048/5321/31.7.65 (ΡΟΝΕΟ 139) ἐγκυκλίων διευθυντῶν τοῦ Ἐθνικοῦ Λογιστηρίου τοῦ Κράτους. Ἐπὶ συνδρομῶν ἐξωτερικοῦ ἀποστέλλομένων δι' ἐπιταγῶν, συναρπάζεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστὸν.

Ο ΔΙΟΙΚΗΤΗΣ ΤΗΣ ΥΠΗΡΕΣΙΑΣ Ε.Τ.

ΣΕΡΑΦΕΙΜ ΤΡΙΑΝΤΑΦΥΛΛΟΥ

ΕΚ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ