

ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ 28 ΜΑΪΟΥ 1960

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
71

ΝΟΜΟΙ

ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 4049.

Περὶ κυρώσεως τῆς ἀπὸ 11 Δεκεμβρίου 1959 συμβάσεως μεταξὺ ἀφ' ἑνὸς τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἑτέρου τῆς ἐν DELAWARE τῶν Η.Π.Α. Ἑταιρείας ESSO HELLENIC INC. περὶ παραχωρήσεως εἰς τὴν Ἑταιρείαν ταύτην τοῦ δικαιώματος ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐν ἰσὶ περιοχαῖς τοῦ Ἑλληνικοῦ Κράτους.

ΠΑΥΛΟΣ

ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Ψηφισάμενοι ὁμοφώνως μετὰ τῆς Βουλῆς, ἀποφασίζομεν καὶ διατάσσομεν :

Ἄρθρον 1.

Κυροῦται καὶ ἔχει πλήρη νόμου ἰσχὺν ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου ἀφ' ἑνὸς καὶ τῆς ἐν DELAWARE τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς Ἑταιρείας ἐδρευούσης ὑπὸ τὴν ἐπωνυμίαν «ESSO HELLENIC INC.» ἀφ' ἑτέρου, ὑπογραφείσα ἐν Ἀθήναις τὴν 11ην Δεκεμβρίου 1959 σύμβασις περὶ παραχωρήσεως εἰς τὴν ὡς ἄνω Ἑταιρείαν τοῦ δικαιώματος ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὰς περιοχὰς Παξῶν — Ἀντιπαξιῶν — Ζακύνθου — Κυλλήνης καὶ Πύλου Πελοποννήσου ἐξ ἄρθρων 37 μεθ' ἑνὸς πίνακος ὑπὸ τίτλον «Πίναξ Β' Κόστος — Ἐξόδα — Βάρη», ἧς τὸ κείμενον ἐν τε τῇ Ἑλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ παρατίθεται ἐν τέλει τοῦ παρόντος Νόμου.

Ἄρθρον 2.

Διὰ Διατάγματος ἐφ' ᾧπαξ ἐκδοθησάμενου προτάσει τῶν ἐπὶ τῶν Οἰκονομικῶν καὶ Βιομηχανίας Ὑπουργῶν ἰδρύονται

ἐν τῷ Ἰνστιτούτῳ Γεωλογίας καὶ Ἑρευνῶν Ὑπεδάφους (ΙΓΕΥ) ἡ ἐν τῇ Ὑπηρεσίᾳ Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας ἡ ἐν ἀμφοτέροις αἱ ἀπαιτούμεναι ὑπηρεσίαι διὰ τὴν ἔρευναν καὶ ἀξιοποίησιν τοῦ ὀρυκτοῦ πλούτου τῆς χώρας καὶ ὀρίζεται ὁ ἀριθμὸς τῶν προστιθεμένων ὀργανικῶν θέσεων τῶν ὑπαλλήλων, ὅστις δὲν δύναται νὰ εἶναι ὀνότερος τῶν 15 τεχνικῶν ἐπὶ βαθμοῖς τῶν μὲν τριῶν (3) Ἐπιθεωρητοῦ Δημοσίων Ἔργων τῶν δὲ λοιπῶν κατανεμομένων εἰς τοὺς βαθμοὺς Μηχανικοῦ Β' ἢ Α' καὶ Νομομηχανικοῦ Β' ἢ Α' τάξεως, ὡς καὶ τῶν 3 Διοικητικῶν Α' Κατηγορίας ἐξ ὧν εἰς Τμηματάρχης καὶ δύο Ἐισηγηταὶ ὡς καὶ δύο Σχεδιαστῶν Α' ἢ Β' τάξεως, ὡς καὶ ὁ ἀριθμὸς τοῦ ἐπὶ συμβάσει Ἰδιωτικοῦ Δικαίου ἐκτάκτου προσωπικοῦ καὶ μέχρις 20 καὶ τὰ τοῦ τρόπου τῆς προσλήψεως καὶ ἀπολύσεως αὐτοῦ, τοῦ μισθοῦ τούτων ὀριζομένου διὰ κοινῶν ἀποφάσεων τῶν Ὑπουργῶν Οἰκονομικῶν καὶ Βιομηχανίας.

Διὰ τοῦ αὐτοῦ Διατάγματος δύναται νὰ τροποποιηθῶσι συμπληρωθῶσι καὶ κωδικοποιηθῶσιν ἅπαναι ἀνεξαίρετως σὶ ἰσχύουσαι περὶ τοῦ ΙΓΕΥ διατάξεις.

Ἄρθρον 3.

1. Ἐπὶ τῶν ἐφεξῆς κατάρτιζομένων συμβάσεων παραχωρήσεως ὑπὸ τοῦ Δημοσίου δικαιώματος ἀναζητήσεως, ἐρεῦνης ἢ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐν ὑγρᾷ ἢ ἀερρώδει καταστάσει, εἴτε κατὰ τὸν Νόμον 3948)59 «περὶ ὑδρογονανθράκων κλπ.», εἴτε κατὰ σύμβασις κυρουμένης διὰ Νόμου εἴτε κατὰ τὸ ἄρθρον 25 τοῦ Ν. Δ. 4029)1959 «περὶ ἀργούντων μεταλλείων κλπ.», ὁ ἀνάδοχος ὑπόκειται εἰς φόρον εἰσδήματος βάσει συντελεστοῦ 50% ἐπὶ τῶν καθαρῶν κερδῶν τῶν πραγματοποιημένων ἐκ τῶν ὡς ἄνω ἐργασιῶν τούτων.

2. Ἐν περιπτώσει μεταβιβάσεως τοῦ δικαιώματος ἢ τῆς ἀσκήσεως τοῦ δικαιώματος ὑπὸ τοῦ ἀναδόχου πρὸς τρίτον φυ-

σικών ή νομικών προσώπων, εις τὸν ὧς ἄνω φόρον ὑπόκειται ὁ πρὸς τὸν ὡς τελευταία μεταβίβασις. ἀπαλλασσόμενων τῶν δικαιωμάτων αὐτοῦ διὰ τὸ ὑπὲρ αὐτῶν λαμβανόμενον ἀντάλλαγμα, τὸ ὅποιον συνυπολογίζεται εἰς τὰ καθαρὰ κέρδη διὰ τὴν φορολογίαν αὐτοῦ.

3. Ἐκ τοῦ ποσῶ τοῦ ὧς ἄνω φόρου εἰσοδήματος, ἀφαιρεῖται τὸ συμφωνηθέν ἐλάχιστον ὅριον δικαιωμάτων τοῦ Δημόσιου (μίσθωμα) εἴτε εἰς εἶδος εἴτε εἰς χρῆμα ἔχει συμφωνηθῇ τοῦτο, ὑπὸ τοῦ καταβάλλοντος αὐτό, διὰ τὴν διαχειριστικὴν περίετον διὰ τὴν ὁποίαν καταβάλλεται ὁ φόρος.

Ὁ παρὼν Νόμος ψηφισθεὶς ὑπὸ τῆς Βουλῆς καὶ παρ' Ἡ-

μῶν σήμερον κυρωθεὶς, δημοσιευθήτω διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ ἐκτελεσθήτω ὡς νόμος τοῦ Κράτους.

Ἐν Ἀθήναις τῇ 6 Μαΐου 1960

**ΠΑΥΛΟΣ
Β.**

Ο ΕΠΙ ΤΗΣ ΒΙΟΜΗΧΑΝΙΑΣ ΥΠΟΥΡΓΟΣ
Ν. ΜΑΡΤΗΣ

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 9 Μαΐου 1960

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΚΩΝ. ΚΑΛΛΙΑΣ

ΣΥΜΒΑΣΙΣ

«Περὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὰς περιοχὰς Παξῶν-Ἀντιπαξῶν, Ζακύνθου-Κυλλήνης καὶ Πύλου Πελοποννήσου».

ΠΡΟΟΙΜΙΟΝ

ΔΕΔΟΜΕΝΟΥ ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξύ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Στάνταρντ ΟἼλ Κόμπανυ (Νέας Ἑρσέης) σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

ΔΕΔΟΜΕΝΟΥ ὅτι ὑπὸ ἡμερομηνίαν 2ας Ἰουνίου καὶ 4ης Ἰουνίου ἀντιστοίχως, ἀντηλλάγησαν ἐπιστολαὶ μεταξύ τοῦ Ὑπουργοῦ Βιομηχανίας καὶ τῆς Στάνταρντ ΟἼλ Κόμπανυ (Νέας Ἑρσέης), δι' ὧν ἐτέθησαν οἱ βασικοὶ ὅροι σχεδιαζομένης συμβάσεως βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948/59 περὶ ἀπ' εὐθείας συμβάσεως καὶ

ΔΕΔΟΜΕΝΟΥ ὅτι συμφωνήθη ὅτι τοιαύτη ἀπ' εὐθείας σύμβασις κυρωθησομένη διὰ Νόμου θὰ κατηρτίζετο μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ θυγατρικῆς Ἀμερικανικῆς Ἑταιρείας τῆς ἀποκλειστικῆς κυριότητος τῆς Στάνταρντ ΟἼλ Κόμπανυ (Νέας Ἑρσέης) συνιστωμένης εἰδικῶς πρὸς τὸν σκοπὸν τοῦτον καὶ

ΔΕΔΟΜΕΝΟΥ ὅτι κατὰ τὴν 23ην Ἰουνίου 1959 συνεστήθη ἡ ΕΣΣΟ ΕΛΛΗΝΙΚΗ ΙΝΚ. θυγατρικὴ Ἑταιρεία τῆς πλήρους κυριότητος τῆς Στάνταρντ ΟἼλ Κόμπανυ (Νέας Ἑρσέης) βάσει τῶν Νόμων τῆς Πολιτείας Ντελαγουέρ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς μὲ ἔδραν τὸ Οὐίλμινγκτον, Ντελαγουέρ, πρὸς τὸν ὧς ἂνω σκοπὸν.

ΔΙΑ ΤΑΥΤΑ

ΜΕΤΑΞΥ

1) ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ ἀποκαλουμένου ἐν τοῖς ἐφεξῆς «τὸ Ἑλληνικὸν Δημόσιον» νομίμως ἐκπροσωπούμενου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας κ. Νικολάου Μάρτη, καὶ

2) ΤΗΣ ΕΣΣΟ ΕΛΛΗΝΙΚΗ ΙΝΚ., ἀποκαλουμένης ἐν τοῖς ἐφεξῆς «ἡ Ἑταιρεία» ἢ ἡ μισθώτρια ἀντιπροσωπευμένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου τῆς κ. Ἀλεξάνδρου Μίλλερ, ἐνεργούντος βάσει εἰδικοῦ πληρεξουσίου χορηγηθέντος αὐτῇ ὑπὸ τῆς Ἑταιρείας τῇ 30ῇ Ἰουλίου 1959, ὧδε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει. Κατηρτίσθη ἡ παρούσα σύμβασις μετὰ συμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κάτωτέρω ὅρους καὶ συμφωνίας:

*Ἄρθρον 1.

*Ἀρχικαὶ ἐρευνητικαὶ περιοχαί.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἑταιρείαν τὰς ἀκολουθοῦντας τρεῖς ἀρχικὰς ἐρευνητικὰς περιοχάς:

Περιοχὴ I: Παξῶν - Ἀντιπαξῶν (ABCDEFGHIJA)

Σημεῖον	Βόρειον Πλάτος	Ἀνατ. Μήκος
A	39 17' 30"	20 02' 30"
B	39 17' 30"	20 17' 30"
C	39 05' 00"	20 17' 30"
D	39 05' 00"	20 12' 30"
E	39 07' 30"	20 12' 30"
F	39 07' 30"	20 07' 30"
G	39 10' 00"	20 07' 30"
H	39 10' 00"	20 05' 00"
I	39 12' 30"	20 0' 00"
J	39 12' 30"	20 02' 30"

Περιοχὴ II: Ζακύνθου - Κυλλήνης (ABCDEFGHIJKL MNOPGRSTUVWXA)

Σημεῖον	Βόρειος Πλάτος	Ἀνατ. Μήκος
A	37 57' 30"	20 35' 00"
B	37 57' 30"	20 50' 00"
C	37 55' 00"	20 30' 00"
D	37 55' 00"	20 55' 00"
E	37 52' 30"	20 55' 00"
F	37 52' 30"	20 57' 30"
G	37 50' 00"	20 57' 30"
H	37 50' 00"	21 05' 00"
I	38 00' 00"	21 05' 00"
J	38 00' 00"	21 22' 30"
K	37 50' 00"	21 22' 30"
L	37 47' 30"	21 17' 30"
M	37 45' 00"	21 17' 30"
N	37 45' 00"	21 05' 00"
O	37 40' 00"	21 05' 00"
P	37 40' 00"	20 55' 00"
Q	37 37' 30"	20 55' 00"
R	37 37' 30"	20 45' 00"
S	37 40' 00"	20 45' 00"
T	37 40' 00"	20 40' 00"
U	37 42' 30"	20 40' 00"
V	37 42' 30"	20 37' 30"
W	37 45' 00"	20 37' 30"
X	37 45' 00"	20 35' 00"

Περιοχὴ III: Πύλου- (ABCDEFGHIJKLMN OPQRA)

Σημεῖον	Βόρειον Πλάτος	Ἀνατ. Μήκος
A	35 15' 00"	21 32' 30"
B	37 15' 00"	21 45' 00"
C	37 05' 00"	21 45' 00"
D	37 05' 00"	21 51' 00"
E	36 55' 00"	21 51' 00"
F	36 55' 00"	21 57' 30"
G	36 42' 30"	21 57' 30"
I	36 40' 00"	21 55' 00"
J	36 40' 00"	21 40' 00"
K	36 52' 30"	21 40' 00"
L	36 52' 30"	21 37' 30"
M	36 57' 30"	21 37' 30"
N	36 57' 30"	21 32' 30"
O	37 00' 00"	21 32' 30"
P	37 00' 00"	21 30' 00"
Q	37 12' 30"	21 30' 00"
R	37 12' 30"	21 32' 30"

*Ἐπὶ τῶν ἐπὶ συναπτομένων σχεδιαγραμμάτων I, II καὶ III κλίμαξ 1/250.000 ἀποτελούντων ἀναπόσπαστον τμήμα τῆς παρούσης συμβάσεως καὶ ἐπισυναπτομένων αὐτῇ ὡς Παράρτημα Α, αἱ ὡς ἂνω περιγραφόμεναι, ἀρχικαὶ ἐρευνητικαὶ περιοχαὶ εἶναι χρωματισμέναι δι' ἐρυθροῦ χρώματος.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ ὅτι ἐντὶς τῶν οὐτως παραχωρουμένων περιοχῶν ὑφίστανται αἱ ἀκόλουθοι μόνον παραχωρήσεις πρὸς τρίτους:

α) Ἡ ὑπ' ἀριθ. 3 παραχώρησις τοῦ Νομοῦ Ζακύνθου ἐκτάσεως 987 στρεμμάτων, ἐπ' ὀνόματι Διον. Κολαίττου εἰς θέσιν Κερί.

β) Ἡ διὰ τοῦ ὑπ' ἀριθ. 6660/1953 συμβολαίου τοῦ συμβολαιογράφου Ἀθηνῶν Ζακ. Μουζάκη γενομένη ἐκμίσθωσις πρὸς τὸν ὡς ἂνω Δ. Κολαίτην ὑδρογονανθράκων κλπ. ἐπὶ παραχωρήσεως ἐκτάσεως στρεμ. 970 ὡς τελικῶς περιωρίσθη ἡ πρὸς τοῦτον παραχωρηθεῖσα ἀρχικῶς ἐλάττωτος περιοχὴ τοῦ Νομοῦ Ζακύνθου, ἐπὶ τῶν ὑπολοίπων ὡς εἰκῶς ἡ Ἑταιρεία δὲν δικαιοῦται νὰ ἐνεργήσῃ σήμερον ἐργασίας. Πρῶτως ὅμως δηλοῦται ἐκ μέρους τοῦ Ἑλληνικοῦ

Δημοσίου ότι ἐφ' ὅσον τυχὸν αἱ περιοχαὶ αὐταὶ ἤθελον ἐλευθερωθῇ ἀπὸ τοῦς σήμερον κατόχους των, αὐταὶ θὰ περιλαμβανῶνται αὐτομάτως εἰς τὴν παρούσαν συμφωνίαν, ἐφαρμοζομένων καὶ ἐπὶ τούτων πάντων τῶν ὅρων τῆς παρούσης συμβάσεως.

Κεκυρωμένα ἀντίγραφα τῆς παραχωρήσεως καὶ τοῦ μισθωτηρίου τῶν ἀναφερομένων ὡς ἄνω ὑπὸ στοιχεῖα (α) καὶ (β) καὶ τῶν σχεδιαγραμμάτων τῶν ἐμφαινόντων τὰς θέσεις εἰς τὰς ὑποίας ὑφίστανται ἐπὶ σήμερον δικαιώματα, παρεδόθησαν τῇ Ἑταιρείᾳ, δι' ἐπιστολῆς τοῦ κ. Ὑπουργοῦ Βιομηχανίας ὑπὸ ἡμερομηνίαν 10 Δεκεμβρίου 1959 καὶ ἀριθ. πρωτοκόλλου 101632/2222.

Ἄρθρον 2.

Δικαίωμα ἀνανεώσεως καὶ περιορισμοῦ τῶν ἀρχικῶν ἐρευνητικῶν περιφερειῶν.

1. Αἱ τρεῖς ἀρχικαὶ ἐρευνητικαὶ ἐκτάσεις δίδονται εἰς τὴν Ἑταιρείαν διὰ περίοδον δύο ἐτῶν ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως.

2. α) Ἐνα τοῦλάχιστον μῆνα πρὸ τοῦ τέλους τοῦ δευτέρου ἔτους ἡ Ἑταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ β' ἔτους. Οἱ ἐπιστρεφόμενοι οὗτοι χώροι θὰ ἔχουν ἔκτασιν ἴσην πρὸς τὰ 50 % τοῦλάχιστον ἐνὸς ἐκάστου τῶν ἀρχικῶν ἐρευνητικῶν χώρων, ἐξαιρέσει τῶν ἐν τῇ ἐπομένῃ παραγράφῳ (β) διαλαμβανόμενων.

β) Κατὰ παρέκκλισιν τῆς ὡς ἄνω διατάξεως ἡ Ἑταιρεία δικαιούται κατὰ τὴν κρίσιν της καὶ κατὰ τὸ τέλος τοῦ β' ἔτους νὰ ἐπιστρέψῃ μικρότερον ἢ μεγαλύτερον ποσοστὸν τῶν 50 % ἐξ ἐνὸς ἐκάστου τῶν τριῶν χώρων ὑπὸ τὸν ὅρον ὅτι τὸ σύνολον τῶν ἐπιστρεφόμενων χώρων δὲν θὰ εἶναι μικρότερον τῶν 50 % τοῦ συνόλου τῆς ἐκτάσεως τῶν τριῶν ἀρχικῶν ἐρευνητικῶν χώρων. Ἐν τῇ περιπτώσει ὅμως ταύτῃ αἱ ὑποχρεώσεις ἐπενδύσεως τῆς Ἑταιρείας κατὰ τὴν πρώτην τριετῆ περίοδον ἀνανεώσεως θὰ ἐπαυξάνωνται συμφώνως τῷ ἄρθρῳ 3 παρ. 3 ἐδ. α' τοῦ παρόντος.

3. Ἐφ' ὅσον ἡ Ἑταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις της κατὰ τὴν πρώτην διετίαν, ὡς ἐν ἄρθρῳ 3 καὶ 4 τῆς παρούσης συμβάσεως ὁρίζεται καὶ προέβη εἰς τὰς ὑπὸ στοιχεῖον 2 ἄνωτέρω ὑποχρεώσεις της ἐπιστροφῆς, οἱ εἰς τὴν Ἑταιρείαν παραμένοντες χώροι κρατοῦνται παρ' αὐτῆς κατὰ πλήρες δικαίωμα δι' ἑτέραν περίοδον τριῶν ἐτῶν (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ 3ου μέχρι τῆς λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

4. α) Ἐνα μῆνα πρὸ τοῦ τέλους τοῦ πέμπτου ἔτους ἀπὸ τῆς ἰσχύος τῆς συμβάσεως (τέλος πρώτης περιόδου ἀνανεώσεως) ἡ Ἑταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς ἃς ἀπεφάσισε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους.

Αἱ περιοχαὶ αἵτινες θὰ ἐπιστρεφῶνται ὡς ἄνω θὰ ἀποτελοῦν τὰ 25 % τοῦλάχιστον τῆς περιοχῆς ἐκάστης τῶν τριῶν ἀρχικῶν ἐρευνητικῶν παραχωρήσεων, ἐπιφυλασσομένης τῆς περιπτώσεως τῆς ἐπομένης παραγράφου (β).

β) Κατὰ παρέκκλισιν τῶν ἄνωτέρω καθοριζόμενων, ἡ Ἑταιρεία δύναται νὰ προτιμήσῃ νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως πλέον ἢ ἑλαττον τῶν 25 % ἐκάστης τῶν τριῶν ἀρχικῶν περιφερειῶν ἐρεύνης ὑπὸ τὸν ὅρον ὅπως τὸ σύνολον τῶν ἐπιστρεφόμενων περιφερειῶν μὴ ᾖ κατώτερον τῶν 25 % τοῦ συνόλου τῶν τριῶν ἀρχικῶν περιοχῶν ἐρεύνης. Εἰς τὴν προκειμένην ὅμως περίπτωσιν αἱ εἰς ποσὸν ἐπενδύσεως ὑποχρεώσεις τῆς Ἑταιρείας κατὰ τὴν δευτέραν ἀνανεωτικὴν περίοδον θὰ αὐξάνωνται κατ' ἃ καθορίζονται ἐν ἄρθρῳ 3 παρ. 3 ἐδ. β'.

5. Ἐφ' ὅσον ἡ Ἑταιρεία ἐξεπλήρωσε τὰς εἰς ποσὸν ἐπενδύσεως καὶ ἐργασιῶν ὑποχρεώσεις της κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (3ον μέχρι λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως), ὡς καθορίζονται αὐταὶ ἐν ἄρθρῳ 3 καὶ 4 τῆς παρούσης καὶ ἐφ' ὅσον ἐπραγματοποίησεν τὰς ἐπιστροφὰς χώρων ὡς καθορίζονται αὐταὶ ὑπὸ στοιχεῖον 4, οἱ ὑπολοιπόμενοι εἰς χεῖρας τῆς Ἑταιρείας χώροι θὰ παρακρατῶνται παρ'

αὐτῆς αὐτοδικαίως δι' ἑτέραν περίοδον τριῶν ἐτῶν (δευτέρα περίοδος ἀνανεώσεως, ἀπὸ τοῦ 6ου μέχρι τῆς λήξεως τοῦ 8ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

6. Ἐὰν δὲν ἀνευρέθῃσιν ὑπὸ τῆς Ἑταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλίζουσας εἰς τὴν Ἑταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην της, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθῃ ὡς ἐκ τούτου παρὰ τῆς Ἑταιρείας αἵτησις παραχωρήτηριον, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ ὁγδόου ἔτους, πᾶς χώρος κατεχόμενος παρὰ τῆς Ἑταιρείας κατὰ τὸν χρόνον ἐκείνον βάσει τῆς παρούσης συμβάσεως θὰ ἐπιστρεφῆται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παρούσα συμφωνία θὰ θεωρεῖται λήξασα.

7. Ἐὰν καθ' οἰανδήποτε στιγμὴν κατὰ τὰ πρῶτα ὀκτὼ ἔτη διαρκείας τῆς παρούσης συμφωνίας ἡ Ἑταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τινα τῶν ἀρχικῶν ἐρευνητικῶν περιοχῶν εἰς ποσότητα ἐξασφαλίζουσαν κατὰ τὴν κρίσιν της Ἑταιρείας τὴν δυνατότητα οἰκονομικῶς συμφερούσης εἰς ταύτην ἐκμετάλλευσιν καὶ αὕτη ἐπιλέξῃ παραχωρήσιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παρ. 1 καὶ 2 ὁριζόμενα, τότε ἡ Ἑταιρεία θὰ δικαιούται μετὰ τὸ πέρας τοῦ ὁγδόου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως νὰ διατηρῇ κατ' ὅλην τὴν διάρκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως πρὸς ἐκμετάλλευσιν ἀπάσας τὰς ἐρευνητικὰς περιοχὰς ἃς ἔχει ἡ Ἑταιρεία ἀμέσως πρὸ τῆς λήξεως τοῦ ὁγδόου ἔτους ἐντὸς αὐτῆς ταύτης τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς ἐντὸς τῆς ὁποίας κεῖται ἡ ἐν λόγῳ παραχώρησις. Ὡς ἐκ τούτου εἰς ἡν περιπτώσιν ἀνευρέθῃσιν ὑδρογονάνθρακες καὶ ἐπελέγησαν παραχωρήσεις ἐντὸς καὶ τῶν τριῶν ἀρχικῶν ἐρευνητικῶν περιοχῶν, ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγρ. ὅρους τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὐς δύναται νὰ κατέχῃ ἡ Ἑταιρεία βάσει τῆς παρούσης παρ. 7, θὰ ἰσχύει πρὸς τὰ 25 % τοῦ συνόλου τῆς ἐκτάσεως τῶν τριῶν ἀρχικῶν ἐρευνητικῶν χώρων μείον τῶν τυχόν ἐπιστρεφέντων πρὸ τῆς παρελεύσεως τῶν 8 ἐτῶν ἐκουσίως χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ τῶν περιοχῶν διὰ τὰς ὁποίας ἡ Ἑταιρεία θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ ὁγδόου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. Ἡ ἐπιλογή τῶν ἐπιστρεφόμενων χώρων κατὰ πᾶς παρ. 2 καὶ 4 ὡς ἄνω θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἑταιρείας αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις θὰ δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονος τοῦ ἐνὸς μὴ συνεχομένου χώρου, ὑπὸ τὸν ὅρον ὅτι ἕκαστος τῶν ἐπιστρεφόμενων χώρων κεχωρισμένων δὲν εἶναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων εἰς τὰς περιοχὰς 2 καὶ 3 καὶ 10 τετραγωνικῶν χιλιομέτρων εἰς τὴν περιοχὴν 1.

Ὅσακις ἡ Ἑταιρεία ἐπιλέγῃ τοὺς ἐπιστρεφόμενους χώρους θὰ ὑποβάλῃ συγχρόνως ἀκριβῆ περιγραφήν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1:10.000 ἐμφαινόντα τὰς ἐπιστρεφόμενας καὶ παρακρατούμενας περιοχὰς.

Ἄρθρον 3.

Ὑποχρεώσεις ἐπενδύσεως τῆς Ἑταιρείας.

1. Κατὰ τὰ πρῶτα ὀκτὼ ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ Ἑταιρεία ὑποχρεούται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς ἐνέργειαν ἐρευνητικῶν ἐργασιῶν καὶ ἐνδεχομένως, ἐργασίας ἐκμετάλλευσιν κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως.

α) Κατὰ τὰ δύο πρῶτα ἔτη Δολλ. ΗΠΑ	1.000.000
β) Κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (ἀπὸ τοῦ 3ου μέχρι λήξεως τοῦ 5ου ἔτους) » »	1.800.000
γ) Κατὰ τὴν δευτέραν περίοδον ἀνανεώσεως (ἀπὸ τοῦ 6ου μέχρι λήξεως τοῦ 8ου ἔτους) » »	3.600.000

ἦτοι ἐν συνόλῳ δολλ. Η.Π.Α. ἐξ ἑκατομμύρια τετρακδία χιλιάδες.

2. Ἐὰν ἡ Ἑταιρεία διατηρήσῃ ἐρευνητικούς χώρους μετὰ τὸ πέρας τοῦ ὁγδόου ἔτους, ὡς ἐν ἄρθρῳ 2α παρ. 7 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργα-

σίας, οὗς παρακρατεῖ μετὰ τὸ πέρασ τοῦ 8ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως.

κατὰ τετ. χιλ..

- α) Καθ' ὅλην τὴν περίο-
δον τῶν τριῶν πρώτων
ἐτῶν..... Δολλ. Η.Π.Α. 900 » » »
β) Καθ' ὅλην τὴν περίο-
δον τῶν τριῶν ἐπομέ-
νων ἐτῶν..... » » 1.500 » » »
γ) Καθ' ὅλην τὴν περίο-
δον τῶν τριῶν ἐπομέ-
νων ἐτῶν..... » » 2.250 » » »
δ) Μετὰ τὸ τέλος τοῦ 9ου
ἔτους ἀνατρίτιαν, (ἡ-
τοι μετὰ τὸ τέλος τοῦ
17ου ἔτους ἀπὸ τῆς ἰ-
σχύος τοῦ παρόντος)..... » » 3.000 » » »

3. α) Ἐὰν ἡ Ἑταιρεία ἐπιλέξῃ νὰ ἐνεργήσῃ συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 2 ἐδ. β' τότε τὸ σύνολον τῆς ὑποχρέωσης τῆς ἐπενδύσεως ἐκ Δολλ. Η.Π.Α. 1.800.000, διὰ τὴν πρώτην περίοδον ἀνανεώσεως θὰ αὐξάνεται κατὰ Δολλ. Η.Π.Α. 300 ἐτησίως δι' ἑκάστον τετραγωνικὸν χιλιόμετρον ὅπερ θὰ διατηρῇ ἐπὶ πλεόν τῶν 50% αἷς ἀρχικῆς ἐκτάσεως ἐκάστης τῶν τριῶν ἀρχικῶν ἐκτάσεων δι' ἐρευνητικὰς ἐργασίας.

β) Ἐὰν ἡ Ἑταιρεία ἐπιλέξῃ νὰ ἐνεργήσῃ συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 4 ἐδ. β' τότε τὸ σύνολον τῶν ὑποχρέωσεων τῆς ἐπενδύσεως διὰ τὴν δευτέραν περίοδον ἀνανεώσεως ἐκ Δολλ. Η.Π.Α. 3.600.000, θὰ αὐξάνεται κατὰ Δολλ. 600 Η.Π.Α. ἐτησίως δι' ἑκάστον τετραγωνικὸν χιλιόμετρον ὅπερ θὰ διατηρῇ ἐπὶ πλεόν τῶν 25% τῆς ἀρχικῆς ἐκτάσεως ἐκάστης τῶν τριῶν ἀρχικῶν ἐκτάσεων δι' ἐρευνητικὰς ἐργασίας.

4. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἑταιρείας κατὰ τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης συμβάσεως κατὰ τὴν ἀρχικὴν διετὴ περίοδον καὶ τὴν πρώτην περίοδον ἀνανεώσεως τριῶν ἐτῶν, ὡς ἀναφέρονται αὐταὶ ἐν τῷ παρόντι ἄρθρῳ παρ. 1 ἐπὶ πλεόν τῶν ὑποχρεώσεων τῆς δι' ἐπένδυσιν διὰ μίαν ἐκάστην τῶν περιόδων τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τῆς ἐπιμένους ἀνανεωτικῆς περιόδου ἢ τῶν ἐπομένων περιόδων.

Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἑταιρείας κατὰ τὰς ἐρευνητικὰς τῆς ἐργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' ὅταν οἰκονομῇ τῶν τριῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος ὑπερβαῖνον τὰς ρητῶς κατονομαζομένης ἐπένδυσιν διὰ τὴν περίοδον ταύτην θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρευνας τῆς ἢ τῶν ἐπομένων τριῶν περιόδων.

β) Ἐὰν ἡ Ἑταιρεία δὲν ἔχει ἐπένδυση κατὰ τὸ τέλος μιᾶς τῶν περιόδων τοῦ παρόντος ἄρθρου διὰ τὰς ἐρευνητικὰς ἐργασίας τῆς καί, ἐφ' ὅσον ἐφαρμόζεται, εἰς τὰς ἐργασίας ἐκμεταλλεύσεως τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, εἰς α' θὰ περιλαμβάνονται καὶ ἅπασαι αἱ πιστώσεις ὡς ὑπὸ (α) ἀνωτέρω, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἰκονομικὴν διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὴν ἰδίαν περίοδον ποσοῦ. Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου καὶ αἱ καταβολαὶ αὗται θὰ θεωροῦνται ὅτι ἀποτελοῦν πλήρη συμμόρφωσιν τῆς Ἑταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντιστοιχὴν χρονικὴν περίοδον.

5. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἑταιρείας, εἴτε ἐντὸς καὶ ἐκτὸς τῆς Ἑλλάδος, οἰκονομῇ φύσεως, καταβληθεῖσαν ἢ ὀφειλομένην παρὰ τῆς Ἑταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν τῆς βάσει τῆς παρούσης συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὁργανώσεως, τῶν ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων,

ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν των, καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσει τῶν ὑπὸ στοιχείον (γ) κατωτέρω ἀναφερομένων) ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι ἐκ τῶν δαπανῶν ὁργανώσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν γενικῶν ἐξόδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10% τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἑταιρείας τῶν ἀναφερομένων ἐν παρ. 1 καὶ 3 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοίχους περιόδους δύο ἢ τριῶν ἐτῶν. Εἶναι αὐτονόητον ὅτι οἱ περιορισμοὶ οὗτοι τυγχάνουν ἐφαρμογῆς μόνον διὰ τὸν ὑπολογισμὸν τῶν ἐλαχίστων ὑποχρεωτικῶν ὀρίων ἐπενδύσεως τῆς Ἑταιρείας.

β) Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παρ. 5 ἐδ. α' μόνον.

Δαπάναι ὁργανώσεως θὰ θεωροῦνται ἅπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς Ἑταιρείας τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἐξοδα Διοικήσεως θὰ θεωροῦνται ἅπασαι αἱ δαπάναι τῶν γραφείων Νέας Ὑόρκης καὶ Wildington τῆς Ἑταιρείας ὡς καὶ δαπάναι χρεούμεναι ὑπὸ τῆς συγγενούς Ἑταιρείας εἰς βάρος τῆς Ἑταιρείας διὰ τὰς παρεχομένης τεχνικῆς καὶ Διοικητικῆς συμβουλᾶς καὶ διαχειριστικὴν βοήθειαν.

Γενικὰ Ἐξοδα θὰ θεωροῦνται ὅτι περιλαμβάνουν :

1. Τὸ μίσθωμα τῶν Διοικητικῶν καὶ Διαχειριστικῶν Γραφείων ἐν Ἑλλάδι ὡς καὶ ἁπάσας τὰς δαπάνας τὰς ἀναφερομένας εἰς τὴν συντήρησιν τῶν γραφείων τούτων ὡς π.χ. φωτισμός, θέρμανσις, τολέφωνα κλπ.

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

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

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

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

6. Τὰς δαπάνας παραστάσεως ὁλοκλήρου τοῦ ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐὰν ἡ Ἑταιρεία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρήπανον (RIG) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης φρεάτων καὶ ἐκμεταλλεύσεως κατὰ τὰ διὰ τῆς παρούσης συμφωνοῦμενα δυναμῶντα νὰ φθάσουν εἰς βάθος πέραν τῶν 1.500 μ. ἡ Ἑταιρεία θὰ δικαιούται νὰ πιστώσῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20% τῆς τιμῆς ἀγορᾶς (περιλαμβανομένης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα) δι' ἑκάστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐπραγματοποιήθῃ ἡ ἀγορὰ καὶ μέχρι τῆς πιστώσεως τοῦ πληήρους τιμήματος ἀγορᾶς.

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

Ἄρθρον 4.

Ὑποχρεώσεις ἐργασίας - Ἐρευναι.

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ποιήσῃται ἑναξὶν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν ἐπὶ τῶν ἐρευνητικῶν τῆς χώρας, ἢ ἐνὸς οἰουδήποτε τούτων τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ἰσχύος τῆς παρούσης συμβάσεως, ἅπαντες δὲ οἱ τρεῖς ἐρευνητικοὶ χώροι θὰ πρέπει νὰ ἔχουν λεπτομερῶς ἐρευνηθῇ γεωλογικῶς ἢ καὶ

γεωφυσικῶς κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπὸν ὅπως δυνηθῇ ἡ Ἑταιρεία νὰ καθορίσῃ τοὺς καλλιτέρους δυνατοὺς χώρους διὰ τὴν γεώτρησιν φρεάτων ἐρευνῆς.

2. Μία βαθεΐα ἐρευνητικῆς γεώτρησις θὰ ἀρχίσῃ ἐντὸς τῶν πρώτων 16 μηνῶν ἀπὸ τῆς ἐναρξέως ἰσχύος τῆς παρούσης συμβάσεως.

3. Κατὰ τὴν πρώτην περίοδον ἀνανεώσεως δηλαδὴ ἀπὸ τοῦ 3ου καὶ μέχρι τοῦ τέλους τοῦ 5ου ἔτους θὰ ἐκτελεσθῶσιν τοὐλάχιστον ἑτεῖραι δύο βαθεΐαι ἐρευνητικαὶ γεωτρήσεις.

4. Κατὰ τὴν δευτέραν περίοδον ἀνανεώσεως ἤτοι ἀπὸ τοῦ 6ου καὶ μέχρι τοῦ τέλους τοῦ 8ου ἔτους θὰ ἐκτελεσθῶσιν εἰσέτι τρεῖς τοὐλάχιστον βαθεΐαι ἐρευνητικαὶ γεωτρήσεις.

5. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνων δυναμένων νὰ φθάσωσι εἰς βάθος 8.000 τοὐλάχιστον ποδῶν.

6. Ἡ τοποθεσία τῶν ὡς ἄνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἑταιρείας, κατὰ τὴν κρίσιν τῆς, θὰ ὑποχρεοῦται ὁμοῦς ἡ Ἑταιρεία κατὰ τὸ τέλος τοῦ ὀγδόου ἔτους νὰ ἔχῃ ἀνορύξῃ ἐν τοὐλάχιστον βαθὺ ἐρευνητικὸν φρέαρ ἐντὸς μιᾶς ἐκάστης τῶν ἀρχικῶν ἐκτάσεων δι' ἐρευνητικὰς ἐργασίας. Ἡ ὑποχρέωσις αὕτη δὲν ἐφαρμόζεται ἐπὶ οἰουδήποτε τῶν ἐρευνητικῶν χώρων ὅστις τυχὸν ἐπεστράφη ἐξ ὁλοκλήρου εἰς οἰονδήποτε στιγμὴν πρὸ τῆς παρελεύσεως τοῦ πέμπτου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης.

Ἐὰν οἰονδήποτε τῶν τριῶν τούτων φρεάτων δὲν συνειληφῇ κατὰ τὸ τέλος τοῦ ὀγδόου ἀπὸ τῆς ἰσχύος τῆς παρούσης ἔτους (ἐξαίρεσις τῆς περιπτώσεως τῆς ἐπιστροφῆς μιᾶς ἢ καὶ περισσοτέρων ὁλοκληρῶν περιοχῶν πρὸ τῆς παρελεύσεως τοῦ 5ου ἔτους) ἡ Ἑταιρεία θὰ καταβάλλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον Δολάρια Η.Π.Α. 500.000 δι' ἕκαστον μὴ συμπληρωθὲν φρέαρ.

7. Ἐφ' ὅσον κατὰ τὴν πρώτην περίοδον τῶν δύο ἐτῶν ἡ Ἑταιρεία συνεπλήρωσε τὴν γεώτρησιν περισσοτέρων τοῦ ἑνὸς ἐρευνητικῶν φρεάτων καὶ ἢ ἐὰν κατὰ τὴν πρώτην περίοδον ἀνανεώσεως ἡ Ἑταιρεία συμπληρώσῃ τὴν γεώτρησιν περισσοτέρων τῶν δύο ἐρευνητικῶν φρεάτων, πέραν τοῦ ὡς ἄνω ἐλαχίστου ἀριθμοῦ ἐρευνητικῶν γεωτρήσεων αἱ ἐκτελεσθεῖσαι γεωτρήσεις θὰ πιστοῦνται ἐναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τῆς ἐπομένης περιόδου ἢ τῶν ἐπομένων περιόδων ἀνανεώσεως.

8. Ὡς βαθεΐα γεώτρησις νοεῖται γεώτρησις βάθους οὐχὶ μικροτέρου τῶν χιλίων πεντακοσίων (1.500) μέτρων νοουμένων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἄρθρου ὡς βαθέων γεωτρήσεων καὶ τῶν ἀκολουθῶν γεωτρήσεων :

α) Οἰαδήποτε γεώτρησις καθ' ἣν ἀνεκαλύφθησαν ὑδρογονάνθρακες εἰς βάθος μικρότερον τῶν 1.500 μέτρων εἰς ποσότητας αἱ ὁποῖαι κατὰ τὴν κρίσιν τῆς Ἑταιρείας ἐξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἑταιρείαν καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. γ' 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οἰαδήποτε γεώτρησις καθ' ἣν τὸ γρανιτικὸν ἢ κρυσταλλικὸν στρώμα ἀνεκαλύφθῃ εἰς οἰονδήποτε βάθος μεταξὺ 750 καὶ 1.500 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἢ γρανιτικὸν στρώμα συνηντῇ εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρηταί βαθεΐα γεώτρησις, καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικῶν φρεάτων, εἰς βάθος 1.500 μέτρων, ἄλλως μέχρι ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ (α) ἀνωτέρω προβλέπεται, ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου στρώματος εἰς οἰονδήποτε βάθος ἢ μέχρις ὅτου συντρέξουν αἱ κατωτέρω ὑπὸ στοιχείῳ (γ) προβλεπόμεναι προϋποθέσεις, οἰαδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψῃ ἐνωρίτερον.

γ) Οἰαδήποτε γεώτρησις διὰ τὴν ὁποίαν τὸ Ἑλληνικὸν

Δημόσιον καὶ ἡ Ἑταιρεία συμφωνεῖ ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη ἤθελε προκύψῃ πρὶν ἢ ἡ γεώτρησις φθάσῃ τὸ βάθος τῶν 750 μέτρων, τότε ἡ γεώτρησις αὕτη δὲν θὰ θεωρηταί βαθεΐα γεώτρησις καὶ ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρεάτος εἰς βάθος 1.500 μέτρων, ἄλλως μέχρι ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχείῳ (α) ὡς ἄνω ὀρίζεται ἢ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ στρώματος εἰς οἰονδήποτε βάθος τούτου, ἢ μέχρις ὅτου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησις δὲν δικαιολογεῖται εἰς τὸ φρέαρ τοῦτο, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψῃ ἐνωρίτερον.

Εἰς τὰς περιπτώσεις δι' ἃς τὰ στοιχεῖα (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρεάτος προσιθιζόμενον εἰς μέτρα γεωτρήσεως τοῦ συμπληρωματικοῦ φρεάτος δὲν θὰ εἶναι ἑλασσον τῶν 1.500 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν ἐντὸς τῶν καθωρισμένων χρονικῶν ὁρίων, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν Δολλ. Η.Π.Α. 350, δι' ἕκαστον μέτρον καθ' ὃ ὑπολείπεται τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρεάτος, τοῦ ποσοῦ τῶν 1.500 μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις ἐν τῷ συνόλῳ των λαμβανόμεναι θὰ θεωρῶνται ὡς μία βαθεΐα γεώτρησις κατὰ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

Πλὴν ἀντιθέτου ἀμοιβαίας ἱκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, τὸ πρόσθετον φρέαρ δι' ὃ τὰ ὡς ἄνω στοιχεῖα (β) καὶ (γ) θὰ κεῖται ἐντὸς τῆς αὐτῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς ἐντὸς τῆς ὁποίας ἔκειτο τὸ ἀντικαθιστάμενον φρέαρ.

9. Ἐὰν ἡ Ἑταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰονδήποτε ἐρευνητικοῦ τῆς φρεάτος εἰς οἰονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονάνθρακα καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἑταιρεία θὰ δικαιούται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν τῆς κρίσιν, ὑπὸ τὰς προϋποθέσεις τοῦ παρόντος ἄρθρου. Ἐὰν ἐν τούτοις τὸ Ἑλληνικὸν Δημόσιον κέχτηται σοβαροῦς τεχνικοὺς λόγους νὰ πιστεύῃ ὅτι ἡ ἀνακαλύψις ὑδρογονανθράκων θὰ ἦτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιούται τότε νὰ ζητήσῃ τὴν παρὰ τῆς Ἑταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρεάτος τούτου, ὑπὸ τὸν ὅρον ὅτι ἡ αἴτησις αὕτη ἐγένετο πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῶν 8.000 ποδῶν ὑπὸ τοὺς ὅρους τῆς παρ. 5 τοῦ παρόντος ἄρθρου.

Ἡ Ἑταιρεία ὑπέχρυσται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἄνω αἴτησιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολουθοῦς ὁμοῦς ὅρους :

α) Ἡ συμπληρωματικὴ γεώτρησις θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλλῃ τῇ Ἑταιρείᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, περιλαμβανομένων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομένων ἐν Πίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια ὡς καὶ προσθέτως ποσοστὸ 10% ἐπὶ τούτῳ, διὰ γενικὰ ἔξοδα. Αἱ τοιαῦται πληρωμαὶ θὰ γίνονται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 15 ἡμερῶν ἀπὸ τῆς ὑποβολῆς παρὰ τῆς Ἑταιρείας πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ. Ἐν περιπτώσει μὴ ἐμπροθέσμου καταβολῆς τοῦ ὡς ἄνω ποσοῦ ἡ Ἑταιρεία δικαιούται νὰ διακόψῃ ὀριστικῶς τὴν γεώτρησιν καὶ νὰ ἀποσύρῃ τὸ γεωτρυπάνόν της.

β) Τὸ Ἑλληνικὸν Δημόσιον θὰ ἀναλαμβάνῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν ζημίαν ἣν ἤθελεν ὑποστῇ ἡ Ἑταιρεία ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεωτρήσεως, ἐξαίρεσις τῶν τυχόν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τῆς Ἑταιρείας.

γ) 'Εφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησης ἤθελε προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς 'Εταιρείας συμφώνως τῷ παρόντι ἄρθρῳ, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὑπολοίπων οἰαδῆποτε τῶν ὑποχρεώσεων τούτων δέον νὰ ἐκπληρωθῇ.

δ) 'Εν περιπτώσει καθ' ἣν ἤθελὸν ἀνακαλυφθῇ εἰς τὸ ὥς ἄνω φρέαρ κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονάνθρακες εἰς ποσότητες ἐξασφαλίζουσας κατὰ τὴν ἐλευθέραν τῆς 'Εταιρείας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν 'Εταιρείαν ἐκμετάλλουσιν, ἡ 'Εταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτήσῃται καὶ λάβῃ παραχώρησιν πρὸς ἐκμετάλλουσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν ὥς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως ὁρίζεται, τῆς 'Εταιρείας ὑποχρεομένης ὥς εἰκὼς ἐν τῇ περιπτώσει ταύτῃ νὰ πληρῶσῃ τῷ 'Ελληνικῷ Δημοσίῳ, τριάνοντα ἡμέρας μετὰ τὴν δῆλωσιν ὑπὸ τῆς 'Εταιρείας τὴν προβλεπομένην διὰ τῶν παραγρ. 1 καὶ 2 τοῦ ἄρθρου 5, ποσὸν ἐξικινούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ ὁποῖον ἐπλήρωσε τὸ 'Ελληνικὸν Δημόσιον τῇ 'Εταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντὸς πρὸς 10 0/0 ἐτησίως).

Ἄρθρον 5.

Δικαίωμα τῆς 'Εταιρείας ὅπως λαβύμνη παραχωρήσεις πρὸς ἐκμετάλλουσιν. Ἀριθμὸς καὶ χρόνος διαρκείας τούτων.

1. 'Εὰν καθ' οἰονδήποτε χρόνον καθ' ὃν ἡ 'Εταιρεία διατηρεῖ ἐρευνητικὰ δικαιώματα βάσει τῆς παρούσης συμβάσεως, ἀνευρεθῇ εἰς ἐρευνητικὸν φρέαρ ἀνοικθὲν παρὰ ταύτης ποσότης ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς 'Εταιρείας τὴν οἰκονομικῶς σύμφορον ἐκμετάλλουσιν τούτων διὰ ταύτην, αὕτη, μετὰ τὴν ὑποβολὴν πρὸς τὸ 'Ελληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιούται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει ὡς παραχώρησις ἢ παραχώρησις πρὸς ἐκμετάλλουσιν, περιλαμβάνουσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὅρους τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἄρθρου (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. Ἀπὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφώνως πρὸς τὰ ἐν ἄρθρῳ ἔνδεκα (11) τοῦ Ν. 3948/1959 ὁριζόμενα, εἰς τὸ Ὑπουργεῖον Βιομηχανίας τῆς ἐπιλεγείσης περιοχῆς, ἡ 'Εταιρεία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ' αὐτῆς ἐπιλεγείσης περιοχῆς ἢ περιοχῶν.

3. Ἡ μεγίστη ἔκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα τετραγωνικὰ χιλιόμετρα οἰονδήποτε σχήματος καθοριζομένου παρὰ τῆς 'Εταιρείας. Ἐὰν ἐν τούτοις ἡ 'Εταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ 'Ελληνικὸν Δημόσιον ὅτι ἡ πιθανὴ ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πενήκοντα τετραγωνικὰ χιλιόμετρα (50 τετρ. χιλ.) τότε ἡ 'Εταιρεία θὰ δικαιούται εἰς παραχωρητήριον ἐκτάσεως πρὸς ἐκμετάλλουσιν μεγαλυτέρας τῶν 50 τετραγων. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ (100) ἑκατὸν τετραγων. χιλιομέτρα.

4. Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλουσιν ἂς δικαιούται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ 'Εταιρεία βάσει τῆς παρούσης συμβάσεως εἶναι ἀπεριόριστος. Ἐκάστη δὲ νέα γεώτρησης τῆς 'Εταιρείας εἰς ἐρευνητικὸν χώρου ἀνήκοντας εἰς τὴν 'Εταιρίαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλουσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακας θὰ παρέχῃ εἰς τὴν 'Εταιρίαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

5. Ἡ διάρκεια ἐκάστης παραχωρήσεως πρὸς ἐκμετάλλουσιν θὰ εἶναι τριακονταετῆς ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως, δι' ἐκάστην παραχώρησιν, πρὸς ἐκμετάλλουσιν.

'Εφ' ὅσον ἡ 'Εταιρεία συνεμορφώθῃ πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις τῆς, τὰς ἀναφερομένας εἰς τὰς καθ' ἑκαστα παραχωρήσεις ἐκμεταλλεύσεως, ἡ 30ετῆς αὕτη περίοδος θὰ παρατείνῃται αὐτομάτως δι' ἑτερα 10 ἐτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς ὅρους τῆς πα-

ρούσης συμβάσεως, ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι οἰαδῆποτε τροποποιήσεις τοῦ Νόμου 3948/1959, ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς ἐκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμόζονται καὶ ἐπὶ τῆς παραχωρήσεως ἢ τῶν παραχωρήσεων ὧν παρατείνεται ὡς ἄνω ἡ ἰσχὺς.

Ἄρθρον 6.

Ὑποχρεώσεις ἐκμεταλλεύσεως καὶ παραγωγῆς τῆς 'Εταιρείας

1. Ἀμα τῇ κατὰ τὸ προηγούμενον ἄρθρον 5 τοῦ παρόντος ὑποβολῇ τῆς προβλεπομένης ἐν ἄρθρῳ ἔνδεκα (11) τοῦ Νόμου 3948/1959 δηλώσεως δι' ἐπιλεγείσαν παρὰ τῆς 'Εταιρείας περιοχὴν, αὕτη θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως ὁρίων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξύ τῶν τοιαύτην ἤτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς 'Εταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδεγμένα, νὰ ἐξασφαλίσῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατόν ἀπόδοσιν.

2. Ἡ 'Εταιρεία θὰ συνεχίξῃ παραγωγικὴν ἐργασίαν κατὰ τοὺς κανόνες τῆς Τέχνης ὑπὸ τὰς προυποθέσεις τῆς παρ. 3 τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῶς κανόνες καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίσῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ 'Εταιρεία θὰ ὑποχρεωθῇ παρὰ τοῦ 'Ελληνικοῦ Δημοσίου νὰ προβῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἐκάστοτε ὑφισταμένων ἐγκαταστάσεων τῆς, εἰς ρυθμὸν ὅστις συμφώνως πρὸς τὴν διεθνή πρακτικὴν διὰ τὰ πετρέλαια :

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνες τῆς τεχνικῆς.

β) Εἶναι ἐπιβλαβὴς εἰς τὸν σκοπὸν τῆς ἐν τελευταίᾳ ἀναλύσει μεγίστης ἀποδόσεως καὶ

γ) Δὲν εἶναι οἰκονομικῶς συμφέρουσα, ἥτοι δὲν ἐξασφαλίζει εἰς τὴν 'Εταιρίαν κέρδους.

4. Εἰς περίπτωσιν καθ' ἣν τὸ 'Ελληνικὸν Δημόσιον θεωρεῖ ὅτι αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς 'Εταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν τοῖς ὑπ' ἀριθ. 1, 2 καὶ 3 παραγράφους διατάξεις, τότε τὸ 'Ελληνικὸν Δημόσιον θὰ γνωστοποιῇ τοῦτο ἐγγράφως εἰς τὴν 'Εταιρίαν πρὸς ἑνᾶρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης.

Εἶναι αὐτονόητον ὅτι ἐὰν ἡ 'Εταιρεία ἔχει ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ 'Ελληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἄρθρῳ 26 ὁριζόμενα, κατὰ τὴν διάρκειαν τῆς ὁποίας ἡ 'Εταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιῇται ἑνᾶρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

Ἄρθρον 7.

Ἐπιτρεπόμεναι ἐργασίαι παρὰ τῆς 'Εταιρείας.

1. Ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικὰς γεωφυσικὰς καὶ οἰανδήποτε ἐτέραν ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἰαδῆποτε μεθόδου καὶ νὰ ἐνεργῇ ἀνεγνωριστικὰς γεωλογικὰς γεωτρήσεις καὶ ἐρευνητικὰς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπὸν, ἐντὸς ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλουσιν εἰς χεῖρας τῆς 'Εταιρείας, βάσει τῆς παρούσης συμβάσεως καθ' οἵανδήποτε στιγμὴν.

2. Ἡ 'Εταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἀναπτύσῃ τὰ ὑπ' αὐτῆς ἀνακαλυφθέντα ἀποθέματα ὑδρογονανθράκων, νὰ ἀνοίγῃ φρέατα ἐκμεταλλεύσεως καὶ νὰ ἐξάγῃ τοὺς ἀνακαλυφθέντας ὑπ' αὐτῆς ὑδρογονάνθρακας.

3. Ἡ 'Εταιρεία θὰ δικαιούται νὰ ἀποθηκεύῃ τοὺς ὑπ' αὐτῆς παραχθέντας ὑδρογονάνθρακας, νὰ τοὺς ὑποβάλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν (ὡς π. χ. ἀποχωρισμὸς ὕδατος καὶ ἰζημάτων, ἀποθείωσιν, ἀποχωρισμὸν τῆς φυσικῆς βενζίνης (NATURAL GASOLINE) ἐκ τῶν φυσικῶν ἀερίων) καὶ νὰ τοὺς μεταφέρῃ.

4. Ἡ 'Εταιρεία θὰ ἔχῃ τὴν κυριότητα ἐπὶ ἀπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθέρας αὐτῶν διαθέσεως εἴτε διὰ τῆς πωλήσεως των εἰς τὴν 'Ελληνικὴν ἐγορὰν εἴτε διὰ τῆς ἐξαγωγῆς των, τηρουμένων ὅμως τῶν ἐν ἄρθρῳ 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἄσκησιν τῶν ὑπὸ τοῦ παρόντος ἄρθρου δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεώς της πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως υποχρεώσεις της, ἡ μισθώτρια Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγείρῃ ἢ νὰ ἀναθέσῃ τὴν ἀνεγερσιν καὶ ἢ νὰ χρησιμοποιοῖ καὶ ἢ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγούς συγκεντρώσεως ἐργοταξίου, ἀγωγούς μεταφορᾶς, δι' ἄργον πετρέλαιον, ἢ ἀέρια, διαχωριστάς, ἐγκαταστάσεις διὰ τὴν ἀρχικὴν ἐπεξεργασίαν τῶν παραγομένων ὑπ' αὐτῆς ὑδρογονανθράκων π.χ. ἐγκαταστάσεις ἀποχωρισμοῦ βενζίνης, ἐγκαταστάσεις ἀφαιρέσεως θείου κλπ. δευτερευούσας σιδηροδρομικὰς γραμμάς, ἐγκαταστάσεις ἀποθηκεύσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικοὺς Σταθμούς καὶ Ἑλληνικοὺς λιμένας, οὐκῆματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικὰς καὶ ραδιοφωνικὰς ἐγκαταστάσεις καὶ πᾶσαν ἐτέραν ἐγκατάστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως. Τοιαῦτα ἐγκαταστάσεις δύνανται ν' ἀνοικοδομηθοῦν καὶ ἢ νὰ χρησιμοποιοῦντο παρὰ τῆς Ἑταιρίας μόνον ἐφ' ὅσον εἰ ἤδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην κρατικὴν ὑπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἑταιρίας ἢ ὅταν ἡ χρησιμοποίησις των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἑταιρίαν.

6. Ἡ Ἑταιρία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εὐδωσιν τῶν ἐργασιῶν της τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὁποίους κατέχει εἰς οἰανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως.

7. Τὸ Ἑλληνικὸν Δημόσιον θὰ παρέχῃ πᾶσαν νόμιμον συνδρομὴν πρὸς τὴν Ἑταιρίαν πρὸς ἀπόκτησιν τῶν ἀδειῶν καὶ ἐγκρίσεων παρὰ πάσης ἀρμοδίας Ἀρχῆς, συμπεριλαμβανομένων τῶν Στρατιωτικῶν Ἀρχῶν, τῶν ἀναγκαιουσῶν πρὸς ἐπιτυχίαν τῶν ἐν ταῖς προηγουμέναις παραγράφαις περιγραφομένων σκοπῶν.

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτίσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων καθιστᾷ ἀδύνατον ἢ καθυστερεῖ ἀναγκαιῶς τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων υποχρεώσεων της πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψις ἐκτελέσεως οἷον ἤδηποτε τῶν κατὰ τὴν παρούσαν σύμβασιν υποχρεώσεων τῆς Ἑταιρίας, δὲν θὰ ἀποτελῇ παράβασιν τῶν ὁρῶν τῆς παρούσης καὶ θὰ θεωρῇται ὡς ἐπὶ περίπτωσις «ἀνωτέρας βίας» κατὰ τὰς διατάξεις τοῦ ἄρθρου 25 τοῦ παρόντος.

Ἄρθρον 8.

Καταβολὴ στρεμματικοῦ

Ἡ Ἑταιρία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον ὅστις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐπὶ ἀπασάν των παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἑταιρίας εἰς οἰανδήποτε στιγμὴν, συμφώνως τῇ παρούσῃ συμβάσει.

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

Ἄρθρον 9.

Δικαιώματα

1. Ἡ Ἑταιρία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαιώματα ἐκ 12.1]20]ο ἐπὶ πάσης ποσότητος παραγομένων καὶ μετρούμενων κατὰ τὰ ἐν παρ. 3 κατωτέρω καθοριζόμενα, ὑδρογονανθράκων (ἄργον πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς, κατὰ τὴν διάρκειαν τῶν ἐργασιῶν της συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὕδατος καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς Ἑταιρίας χρησιμοποιούμεναι διὰ τὰς ἰδίας της ἀνάγκας ποσότητες ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐν νέου αὐξήσεως τῆς πιέσεως (RE-PRESSURING) ἢ ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἐργασιῶν (κυρίως καίόμενα ἀέρια (FLARED GAS) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἄργου πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλλωνται τοῖς μετρητοῖς ἐκτὸς ἐὰν τὸ Ἑλ-

ληνικὸν Δημόσιον προτιμῇ νὰ εἰσπράξῃ τοῦτο εἰς εἶδος ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκαστοῦ ἡμερολογιακοῦ ἐξαμήνου τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἑταιρίᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἢ τμήμα τῶν δικαιωμάτων του εἰς εἶδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν ἐξάμηνον διὰ τὸ ἄργον πετρέλαιον καὶ ἢ τὸ φυσικὸν ἀέριον. Ἀφ' ἧς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποίησεν τὴν ἐπιλογὴν του εἰς τὴν Ἑταιρίαν οὐδεμία μεταβολὴ θὰ εἶναι ἐπιτρεπτή ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρας τοῦ ἐπομένου ἡμερολογιακοῦ ἐξαμήνου, πλην ἐπιτεύξεως ἀμοιβαίως ἱκανοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρίας ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἄργον πετρέλαιον εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρίας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνη εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τοῦτον ἡ Ἑταιρία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεχόμενα εἰς τὴν διεθνή πρακτικὴν τῶν πετρελαίων συστήματα.

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἶδος δικαιώματά του ἐπὶ τοῦ ἄργου πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρίας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρίας, ἢ δὲ Ἑταιρία ὑποχρεοῦται νὰ ἀποθηκεύσῃ εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου της κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἄνευ οὐδεμιᾶς ἀπιβαρύνσεως τοῦ Δημοσίου τὸ οὕτως εἰς τὸ Δημόσιον παραδοθεῖσιν ὡς δικαίωμα ἄργον πετρέλαιον. Ἐν περιπτώσει καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἶδος ἐπὶ τοῦ ἄργου πετρελαίου, ἡ Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα εἶτε νὰ διαθέσῃ ἐλευθέρως τοῦτο, ὅποτε θὰ πληρώσῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἢ νὰ ἐξακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἐναντι λογικῶν ἀποθηκευτῶν ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως σὺν 10 ο]ο.

5. Ἡ κυριότης τοῦ ἄργου πετρελαίου καὶ ἢ τοῦ φυσικοῦ ἀερίου παραδιδόμενων ὡς δικαιώματα εἰς τὸ Ἑλληνικὸν Δημόσιον, θὰ μεταβιβάζεται εἰς τὸ σημεῖον παραδόσεως αὐτῶν.

6. Ἐὰν ἡ Ἑταιρία εἶναι ἰδιοκτήτρια καὶ ἐκμεταλλεύεται οἰονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ὑγροῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἑταιρίας τῶν ἀνηκουσῶν αὐτῶν ποσότητων μέσῳ τῶν ἀγωγῶν τούτων εἶτε μέχρι τοῦ τέρματός των εἶτε μέχρι οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιηθῇ παρὰ τῆς Ἑταιρίας ἐναντι καταβολῆς τῶν δαπανῶν πλέον 10 ο]ο. Ἡ παρούσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρεώσιν τῆς Ἑταιρίας νὰ κατασκευάσῃ ἀγωγούς ἢ οἰονδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὧν τυχὸν ἔχει ἢ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰονδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς, πλην ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρίας πρὸς τὸν σκοπὸν τούτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ Ἑταιρία θὰ καταστῇ ἐξαγωγεὺς ἐγγροῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (posted price) τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα, θὰ υπολογίζεται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Δωλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι διωλιστηρίων διὰ τὸ ἄργον πετρέλαιον ἀγοραζόμενον ἀπὸ τὴν Ἑταιρίαν.

Ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ Ἑταιρία θὰ καταστή ἐξαγωγεὺς ἐγγυηρίου ἔργου πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (posted price) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ παραγομένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (posted) τιμῆς.

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνη (gasoline) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἑταιρίας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ πληρωμὴ τῶν δικαιωμάτων μείον ἐξόδων βιομηχανοποιήσεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου εἰς τὸ σημειῶν παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὅσον καταβάλλεται εἰς μετρητὰ, ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως, τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἑταιρίας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ καταβολὴ τῶν δικαιωμάτων δι' ἕκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μείον ἐξόδων μεταφορᾶς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (well head) εἰς τὸ σημειῶν παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλονται κατὰ ἐξαμηνίαν ἐντὸς τοῦ Ἰανουαρίου καὶ Ἰουλίου ἐκάστου ἔτους.

Ἄρθρον 10.

Φόροι.

1. Ἡ Ἑταιρία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος Ἀνωτάτων Ἑταιριῶν βάσει παγίου συντελεστοῦ 50 ο)ο ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὀριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἁρθροῦ οἰσodήποτε καὶ ἂν εἶναι ὁ συντελεστὴς ὁ ἐκάστοτε ἰσχύων διὰ τὰς ἄλλας Ἑταιρίας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, θὰ ἀφαιρεῖται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος δυνάμει τοῦ ἁρθροῦ 9 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὅπως εὐρεθῇ τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος, τὸ ὅποιοι θὰ καταβληθῇ ὑπὸ τῆς Ἑταιρίας διὰ τὴν διαχειριστικὴν περίοδον.

Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἁρθρ. 9 τῆς παρούσης συμβάσεως δεόν νὰ καταβάλλονται ἐπὶ οἰσodήποτε παραγωγῆς ὑδρογονανθράκων ἀσέτως ἐὰν αἱ ἐργασίαι τῆς Ἑταιρίας ἀποφέρουν κέρδος ἢ ζημίαν.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν παρ. 1, ἀναγνωρίζεται ὡς ἐκπιπτόν συμφώνως πρὸς τὸν Νόμον 1413]1950 τὸν κυρώσαντα τὴν σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχόν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθησόμενοι ὑπὸ τῆς Ἑταιρίας εἰς τὰς Η.Π.Α., κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἢ μετὰ τὴν λήξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἑταιρίας τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παράγρ. 1 ὡς ἀνωτέρω.

3. Ἐξαίρεσει τοῦ φόρου ἐπιφανείας μεταλλείων τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (στρεμματικός) τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἁρθροῦ 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου εἰς τὴν παρ. 1 τοῦ παρόντος ἁρθροῦ ἡ Ἑταιρία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά τῆς καὶ τὰ εἰσodήματα αὐτῆς ἐξ ἐργασιῶν, δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἰσodήποτε μηχανήματα, ἀνταλλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὕλικά παντὸς εἶδους τὰ εἰσαγόμενα ἐκ τοῦ ἐξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρίας, συμφώνως πρὸς τὴν παρούσαν σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὕλιν παντὸς εἶδους) ὡς καὶ τῶν ὑπὸ τῆς Ἑταιρίας παραγομένων ὑδρογονανθράκων, ἐξαιρουμένων τῶν

διυλιγμένων προϊόντων οἱ οἰσodήποτε φύσεως, θὰ ἀπαλλάσσονται παντὸς φόρου ἀμέσου ἢ ἐμμέσου παντὸς εἶδους καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων κρατήσεων ἢ εἰσφορῶν ἢ πάσης ἐτέρας εἰδικῆς ἐπιβαρύνσεως εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένην δι' εἰδικούς σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰσodήποτε ἐλληνικῆς ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν καθαρῶς ἀνταποδοτικῶν εἰσφορῶν δι' ὑπηρεσίας ἢ δικαιώματα πάσης φύσεως Ἀσφαλιστικῶν Ταμείων.

Ἡ παρούσα σύμβασις καθὼς καὶ οἰσodήποτε συμφωνία ἢ σύμβασις βάσει ταύτης, ἡ ὁποία ἤθελεν ὑπογραφῇ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνησεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῶν περιφερειῶν τῶν περιγραφομένων ἐν ἁρθρῳ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοπούς τῆς παρούσης συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ἕφελος τοῦ Ἑλληνικοῦ Δημοσίου, οἰσodήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἰσodήποτε τρίτων.

Αἱ διατάξεις οἰσodήποτε Νόμων τοῦ Ἑλληνικοῦ Δημοσίου ὡς πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὅποιοι παρέχουν ὑπηρεσίας σχετικὰς πρὸς τὴν παρούσαν σύμβασιν.

Αἱ ἐκάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρτισιν οἰσodήποτε συμβάσεως σχετιζομένης πρὸς τοὺς σκοπούς τῆς παρούσης καὶ ὑποθηκοφυλάκων ἐμπίσθων ἢ ἀμίσθων διὰ τὴν τυχὸν μεταγραφὴν τούτων, ὡς καὶ τῆς παρούσης, ἐπ' οὐδενὶ λόγῳ εἶναι δυνατόν νὰ υπερβῶσι δι' ἕκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ ἀλλοδαποὶ μέτοχοι τῆς Ἑταιρίας, ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἢ διαμένουν εἰς τὸ ἐξωτερικόν, ἀπαλλάσσονται ὡς πρὸς τὸ εἰσodήμα αὐτῶν ἐκ τῆς Ἑταιρίας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθέντος δι' εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἢ ἄλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰσodήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἢ Τρίτων, λόγῳ τῆς ιδιότητός των ὡς μετόχων τῆς Ἑταιρίας.

5. Ἀπασαὶ αἱ δαπάναι, ἐξοδα καὶ ἐπιβαρύνσεις τῆς Ἑταιρίας, αἱ σχετικαὶ μὲ τὴν ὀργάνωσιν τῆς καὶ τὰς ἐργασίας τῆς κατὰ τὴν παρούσαν σύμβασιν, ἐντὸς ἡ ἐκτὸς τῆς Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τοῦ ὁποίου τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοdon ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἑταιρίας βάσει τῆς παρούσης συμβάσεως, θὰ ἀθροίζονται ὑπὸ τῆς Ἑταιρίας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν διαχειριστικῶν περιόδων ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

6. Ἐν περιπτώσει καθ' ἣν ἡ Ἑταιρία ἐμφάνισεν ἀκαθάρτην ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου μετὰ τὴν ἐκ μέρους τῆς ἀπόκτησιν τῆς πρώτης τῆς παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἡ ἐν λόγῳ ζημία θὰ ἀγῆται εἰς νέον ὑπὸ τῆς Ἑταιρίας καὶ θὰ ἐνοποιῆται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἢ περιόδων, εἴτε αὐταὶ δεικνύουσι κέρδη εἴτε ζημίας.

Τὸ οὕτω προκύπτον ἀποτέλεσμα ἐὰν ἐξακολουθῇ νὰ ἐμφανίζῃ ζημίαν θὰ ἀγῆται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἑταιρίας καὶ θὰ ἐνοποιῆται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. Ἡ ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξῃ ἡ παρούσα σύμβασις. Ἡ Ἑταιρία δὲν θὰ δικαιούται νὰ προβάλῃ ἀπαίτησιν τινὰ κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἅς ἤθελε τυχὸν ὑποστῇ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

Διὰ τοῦ ὅρου «καθαρὰ κέρδη» τῆς Ἑταιρίας ὡς χρησιμοποιοῦται εἰς τὸ ἄρθρον τοῦτο νοοῦνται ἐν σχέσει μὲ ἐκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἅτινα προκύπτουν μετ' ἀφαιρέσεων ἐκ τῶν συνολικῶν ἀκαθάρτων ἐσodων τῆς Ἑταιρίας τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς, συμφῶ-

νως πρὸς τὴν παροῦσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων, καὶ ἐξόδων ἐν γένει διὰ τῶν ὁποίων ἐπεβαρύνθη ἡ Ἑταιρεία λόγῳ τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν σύμβασιν ἀνεξαρτήτως ἂν αὗται προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος. Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἐξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν πῖνακα (B) τῆς παρούσης συμβάσεως καὶ ἡ ἐκπτώσις των θὰ ἐπιτρέπεται ἀνεξαρτήτως ἰσχυόντων ἢ μελλόντων νὰ ἰσχύουν περιορισμῶν σχετικῶς μὲ τὰς ἐν λόγῳ ἐκπτώσεις. Εἰς τὰς δαπάνας, ἐπιβαρύνσεις καὶ ἐξοδα, ὡς ἂνω, δὲν θὰ περιλαμβάνονται ὅμως τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως, προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα).

Ὁ καθορισμὸς τῶν ἀκαθαρίστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἐξόδων θὰ γίνηται συμφώνως μὲ τὰ γενικῶς παραδεδομένα ὑπὸ τῆς διεθνοῦς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα καταβάλλονται εἰς εἶδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἄρθρῳ 9 τῆς Συμβάσεως, τὸ ποσὸν τούτων ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἂνω ἄρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἐσοδα τῆς Ἑταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ.

Ἐν τέλει τῆς παρούσης συμβάσεως παρατίθεται Πίναξ ὑπὸ στοιχείῳ Β ἐμφαίνων τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεῖα τοῦ κόστους, ἐξόδων, βαρῶν καὶ λοιπῶν δαπανῶν τῆς Ἑταιρείας.

8. α) Ἡ Ἑταιρεία θέλει κλείει τὸν ἰσολογισμὸν ταύτης ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου ἧτις θὰ εἶναι ἐνιαυσία.

β) Ὁ ὀριστικὸς ἔλεγχος τῶν εἰς τὸν Οἰκονομικὸν Ἐφορον ὑποβαλλομένων φορολογικῶν δηλώσεων, λόγῳ τῆς ἰδιομορφίας τοῦ ἀντικειμένου τῆς παρούσης συμβάσεως ἐνεργεῖται κατὰ παρέκκλισιν τῶν ἰσχυουσῶν διατάξεων, ὑπὸ τριμελοῦς Ἐπιτροπῆς ὀριζομένης ἐκάστοτε διὰ κοινῆς ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ, Οἰκονομικῶν καὶ Βιομηχανίας καὶ ἀποτελουμένης ἐξ ἐνὸς ἀνωτέρου ἢ ἀνωτάτου ὑπαλλήλου ἀρμοδιότητος Ὑπουργείου Οἰκονομικῶν, ἐνὸς ἀνωτάτου ἢ ἀνωτέρου ὑπαλλήλου ἀρμοδιότητος τοῦ Ὑπουργείου Βιομηχανίας καὶ ἐξ ἐνὸς ὁρκωτοῦ λογιστοῦ.

Ὁ ἔλεγχος παρὰ τῆς ὡς ἂνω Ἐπιτροπῆς τῶν ἀποτελεσμάτων ἐκάστης διαχειριστικῆς περιόδου εἶναι δυνατόν νὰ ἐνεργηθῇ καὶ πρὸ τῆς κατὰ Νόμον ὑποβολῆς φορολογικῆς δηλώσεως ὑπὸ τῆς Ἑταιρείας.

Τὸ ἀποτέλεσμα τοῦ κατὰ τὰ ἀνωτέρω ἐλέγχου ὑπόκειται εἰς τὴν ὑπὸ τῆς ἐκάστοτε ἰσχύουσας νομοθεσίας προβλεπόμενην διαδικασίαν διοικητικῆς ἐπιλύσεως προκυπτούσης διαφορᾶς καὶ τὰ ὑπὸ τῆς αὐτῆς νομοθεσίας προβλεπόμενα ἐνδίκαια μέσα, ἀποκλειομένης ἐν προκειμένῳ τῆς προσφυγῆς εἰς διαιτησίαν κατὰ τὰς διατάξεις τοῦ ἄρθρου 26 τῆς παρούσης Συμβάσεως.

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

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανουμένης διαχειριστικῆς περιόδου, ἰσχύουσιν ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐπιφυλασσομένων ὅμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἢ κατὰ ἑξαμηνίαν τῶν ὑπὸ τῶν ἂνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἑταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν τῆς ἐκάστοτε ληξάνσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φέρον δι' ἀνακριβῆ δήλωσιν διατάξεις τῆς ἐκάστοτε ἰσχύουσας Νομοθεσίας, δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ ἐφ' ὅσον αἱ προκύπτουσιν διαφοραὶ εἰς τὸ ποσὸν τοῦ ὀφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιωσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὀφειλομένης εἰς πταίσμα τῆς Ἑταιρείας, ἀλλὰ ἐκ πλά-

νης διαφοράς ἐρμηνείας παρὰ τῆς Ἑταιρείας τῶν ἐφαρμοστῶν ἐν προκειμένῳ διατάξεων.

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

ζ) Ἐννοεῖται ὅτι αἱ διατάξεις τοῦ ἄρθρου 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰασθήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἄρθρου 10 ὑποχρεώσεων τῆς Ἑταιρείας.

Ἄρθρον 11.

Εἰσαγωγή, ἐξαγωγή μηχανημάτων ἐξοπλισμοῦ καὶ ὑλικῶν

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζηται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, πάντα τὰ μηχανήματα καὶ ἐξοπλισμὸν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰασθήποτε ὑλικά, οἰασθήποτε φύσεως, τὰ ὅποια κατὰ τὴν κρίσιν τῆς Ἑταιρείας εἶναι ἀναγκαῖα καὶ πλεόν κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. Ἡ παρούσα Σύμβασις ἐπέχει θέσιν οἰασθήποτε ἀναγκαιᾶς ἀδείας ἢ ὅποια απαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων ἐξοπλισμοῦ ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμοί, ἀνταλλακτικὰ καὶ ὑλικά οἰασθήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, εἴτε αὐτοκινουμένων εἴτε ὄχι εἰς τὰ ὅποια ἔχουν στερεωθῇ μηχανήματα, ἐργαλεῖα γερανοὶ ἢ οἰαδήποτε ἄλλα ἐξαρτήματα οἰασθήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἑταιρείας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τέλος τζιπς ἢ ἀντίστοιχα ὀχήματα παντὸς εἶδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἑξ κατὰ τὴν ἑναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἑκάστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Ἡ Ἑταιρεία θὰ εἶναι ἐλευθέρα νὰ ἐξαγάγῃ καθ' οἷονδήποτε χρόνον ὅλα τὰ μηχανήματα ἐξοπλισμὸν καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασθήποτε φύσεως αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου, ἐκτὸς ἐὰν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως, θεσπίζουσι διαφοροτρόπως, καὶ αἱ τοιαῦται ἐξαγωγὰι δὲν θὰ ὑπόκεινται εἰς οἰανδήποτε ἰδιαιτέραν ἐξουσιοδότησιν ἢ ἀδειαν, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰωνδήποτε φόρων ἐξαγωγῆς δασμῶν ἢ ἄλλων φόρων τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ἡ περιπτώσει ἡ Ἑταιρεία πώλησιν ἢ ἄλλως διαθέσιν τὰ ἀντικείμενα τὰ ὅποια εἰσῆγαγε συμφώνως πρὸς τοὺς ὅρους τοῦ παρόντος ἄρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφορὰς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἰσχύϊ ἐκάστοτε νομοθεσίᾳ τῇ δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἑταιρείαν ἐὰν ἡ πώλησις ἔχει γίνῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην τινὰ Ἑταιρείαν ἢ ἐργολάβον οἱ ὅποιοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ὡς ἡ Ἑταιρεία, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

Ἄρθρον 12.

Ἐγγώριος κατανάλωσις καὶ ἐξαγωγὰι.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συνομολογοῦν ὅτι ὁ πρωταρχικὸς σκοπὸς τῆς παρούσης συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἐγγωρίου ἀγορᾶς δι' ἐγγωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν της καὶ ἀπαλλαγὴν τῆς Ἑθνικῆς Ἑλληνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. Η Έταιρεία θα κέκτηται, εν τούτοις, τὸ δικαίωμα εἰς οἰανδήποτε στιγμήν ἐλευθέρως ἐξαγωγῆς καθ' οἷονδήποτε τρόπον καὶ ὅφ' οἰουσδήποτε ὅρους ἤθελεν αὕτη καθορίσει, ἄνευ ἰδιαιτέρας ἀδείας ἢ ἐγκρίσεως ἐκάστοτε καὶ ἄνευ καταβολῆς τελῶν ἐξαγωγῆς ἢ ἐτέρων φόρων τελῶν ἢ ἐπιβαρύνσεως, πάσης παραγομένης ποσότητος πέραν :

α) τῶν ἀναγκῶν τῆς Ἑλληνικῆς ἀγορᾶς ἢ

β) τῶν πάσης φύσεως ποσοτήτων ὑδρογονανθράκων τὰς ὁποίας τὰ ὑπάρχοντα εἰς οἰανδήποτε στιγμήν καὶ ἐργαζόμενα, ἐν Ἑλλάδι διυλιστήρια ἐπεξεργάσθησαν, ὅποια δῆποτε τῶν ποσοτήτων τούτων εἶναι μικρότερα καὶ νὰ κρατῇ τὸ προϊόν τῶν τοιούτων πωλήσεων ἐκτὸς Ἑλλάδος, ὡς λεπτομερῶς καθορίζεται ἐν ἄρθρῳ 13.

Ἡτοι ἐὰν μὲν αἱ ἀνάγκαι τῆς ἑλλ. ἀγορᾶς εἶναι μικρότεροι τῶν ποσοτήτων ὑδρογονανθράκων τῶν ἐπεξεργασθεισῶν ὑπὸ τῶν ἐν Ἑλλάδι λειτουργούντων διυλιστηρίων, ἢ Ἑταιρεία θὰ δικαιούται νὰ ἐξάγῃ ἐλευθέρως τὰς πέραν τῶν ἀναγκῶν τῆς ἑλλ. ἀγορᾶς ποσότητας ἐὰν δὲ αἱ ἐπεξεργασθεῖσαι ποσότητες ὑδρογονανθράκων ὑπὸ τῶν ἐν Ἑλλάδι λειτουργούντων διυλιστηρίων εἶναι μικρότεροι τῶν ἀναγκῶν τῆς ἑλλ. ἀγορᾶς, ἢ Ἑταιρεία θὰ δικαιούται νὰ ἐξάγῃ ἐλευθέρως τὰς πέραν τῶν ὑπὸ τῶν διυλιστηρίων ἐπεξεργασθείσας ποσότητας.

Κατὰ τὴν ἄσκησιν τοῦ δικαιώματος τούτου ἡ Ἑταιρεία θὰ ἐπιδιώκῃ νὰ ἐξάγῃ ποσότητας ἀργοῦ πετρελαίου, πέραν τῶν ὡς ἄνω ὑπὸ στοιχεῖα (α) καὶ ἢ (β) ἀναφερομένων, ὅποια δῆποτε εἶναι μικρότερα, ἐφ' ὅσον ἡ Ἑταιρεία διαθέτει καταλλήλους ἀγορὰς διὰ τὰς ποσότητας ταύτας.

Ἐν περιπτώσει καθ' ἣν ἡ Ἑταιρεία γνωρίσει ἐγγράφως τῷ Ἑλληνικῷ Δημοσίῳ, ὅτι δὲν διαθέτει τοιαύτας ἀγορὰς τὸ Ἑλληνικὸν Δημόσιον δύναται :

α) Εἴτε νὰ ἀποδεχθῇ τὴν δόλωση τῆς Ἑταιρείας, ἀπαλλάσσον οὕτω τὴν Ἑταιρείαν τῆς ὑποχρέωσεως παραγωγῆς καὶ ἐξαγωγῆς τῶν τοιούτων ἐπὶ πλεόν ποσοτήτων.

β) Εἴτε νὰ ὑποχρεώσῃ τὴν Ἑταιρείαν νὰ παραγάγῃ τοιαύτας ἐπιπροσθέτους ποσότητας, ἐντὸς πάντως τῶν ὑπὸ τοῦ ἄρθρου 6, παρ. 3 τιθεμένων περιορισμῶν, ὅποτε τὸ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται ἀντιστοίχως νὰ ἀγοράσῃ ἢ νὰ ἐπιμεληθῇ τῆς ἀγορᾶς τῶν τοιούτων ἐπὶ πλεόν ποσοτήτων εἰς τὰς καθωρισμένους τιμὰς (POSTED PRICES) τοῦ Ἑλληνικοῦ Δημοσίου παραμένοντος πάντοτε πρωτοφειλέτου τῆς Ἑταιρείας διὰ τὴν πληρωμὴν τῶν ποσοτήτων ἀργοῦ πετρελαίου ἀγορασθέντος κατὰ τὰ ἄνωτέρω, ἐφαρμοζομένων καὶ πάντων τῶν ὑπολοίπων ἐφαρμοστέων ὅρων τῆς παρούσης συμβάσεως.

3. Ὁ ὅρος «ἀνάγκαι τῆς ἐγχωρίου ἀγορᾶς» σημαίνει, διὰ τὴν ἐφαρμογὴν τοῦ παρόντος ἄρθρου τὰς ἀναγκαίας ποσότητας ὑδρογονανθράκων διὰ τὴν βιομηχανικοποίησιν ἀπάντων τῶν βασικῶν προϊόντων διυλίσεως πετρελαίου (ἐξαίρεσει τῶν γράσων, λιπαντικῶν καὶ ἀεροπορικῆς βενζίνης) εἰς ποσότητας καλυπτούσας τὰς ἀνάγκας τῆς ἐγχωρίου καταναλώσεως, τὴν κατανάλωσιν τῶν Ἑλληνικῶν Ἐνόπλων δυνάμεων καὶ τῶν Ἑλληνικῶν καὶ ξένων πλοίων εἰς τοὺς Ἑλληνικοὺς λιμένας.

4. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἐφοδιάζῃ τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον διυλιστήριον ὑπάρχον ἐν Ἑλλάδι δι' ἐγχωρίου ἀργοῦ πετρελαίου εἰς ποσότητας ἱκανὰς νὰ καλύψουν τὰς ἀνάγκας τῆς ἐγχωρίου ἀγορᾶς, ἢ νὰ παραδίδῃ εἰς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον ἢ ἕτερα διυλιστήρια ἀνεγερθέντα ἐν Ἑλλάδι πρὸ τῆς πρώτης ἀνακαλύψεως ἀργοῦ πετρελαίου ὑπὸ τῆς Ἑταιρείας (ἀναφερόμενα κατωτέρω ὡς «τὰ πρὸ τῆς ἀνακαλύψεως διυλιστήρια»), ὑπὸ τοὺς ὅρους τοῦ ἄρθρου 5 παρ. 1 καὶ 2 ἀργὸν πετρέλαιον εἰσαχθὲν εἰς ὑποκατάστασιν τοῦ ἐγχωρίου πετρελαίου, κατὰ τὰς διατάξεις τῶν παρ. 7, 8 καὶ 9 τοῦ παρόντος ἄρθρου.

5. Πρὸς τὸν σκοπὸν ὅπως ἡ Ἑταιρεία δυνήθῃ νὰ συμμορφωθῇ πρὸς τὰς ἐν παρ. 4 ὡς ἄνω ὑποχρεώσεις της, τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ προβαίῃ εἰς τὰς ἀναγκαίας ἐνεργείας ἵνα ἐξασφαλισθῇ ὅπως τὸ ἐν Ἑλλάδι παρὰ τῆς Ἑταιρείας παραγόμενον ἀργὸν πετρέλαιον τυγχάνῃ προτεραιότητος ἀγορᾶς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυ-

λιστηρίου καὶ παντὸς ἐτέρου ἐν Ἑλλάδι ὑφισταμένου Διυλιστηρίου, ἔναντι ἀργοῦ πετρελαίου εἰσαγομένου ἐκ τοῦ ἐξωτερικοῦ μέχρις ἱκανοποιήσεως τῶν ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, πλὴν ὅμως, καὶ ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον γνωστοποιήσῃ τῇ Ἑταιρείᾳ, προσκομίζον καὶ τὰς ἀναγκαίας ἀποδείξεις, ὅτι τὸ ἐγχωρίον ἀργὸν πετρέλαιον τὸ παραγόμενον παρὰ τῆς Ἑταιρείας, περιέχει εἰδικὰ τεχνικὰ στοιχεῖα ἢ διαφέρει σημαντικῶς ὡς πρὸς τὸ εἶδόν του βάρος καὶ τὴν ποιότητα ἀπὸ τοῦ ἀργοῦ πετρελαίου τοῦ ἀναγκαίου εἰς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον ἢ τὰ πρὸ τῆς ἀνακαλύψεως Διυλιστήρια, οὕτως ὥστε αἱ δαπάναι λειτουργίας τοῦ ὡς ἄνω Διυλιστηρίου ἢ πρὸ τῆς ἀνακαλύψεως, διυλιστηρίων πρὸς τὸν σκοπὸν παραγωγῆς τῶν ζητούμενων παρὰ τοῦ Ἑλληνικοῦ Δημοσίου κατηγοριῶν προϊόντων, θὰ ἠῦξανον σημαντικά, δημιουργουμένης οὕτω οἰκονομικῆς ἐπιβαρύνσεως τούτου, ἢ τούτων, ἢ θὰ καθίστατο ἀναγκαία ἡ προσθήκη σημαντικῶν ἐγκαταστάσεων διὰ τὴν διύλιν τοῦ ὡς ἄνω ἀργοῦ πετρελαίου τότε, ἢ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου ὅπως ἐξασφαλίσῃ ὅτι τὸ ἐγχωρίον ἀργὸν πετρέλαιον θὰ τυγχάνῃ προτεραιότητος ἀγορᾶς παρὰ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων, καὶ ἡ ὑποχρέωσις τῆς Ἑταιρείας ὅπως ἐφοδιάζῃ τὰ διυλιστήρια ταῦτα δι' ἐγχωρίου ἀργοῦ πετρελαίου, θὰ ἐξαρθῶνται ἐκ τῆς προηγουμένης ἱκανοποιητικῆς δι' ἀμφοτέρω τὰ μέρη συμφωνίας, δι' ἧς ὁ πρωταρχικὸς σκοπὸς ὁ καθοριζόμενος ὡς ἄνω ἐν παρ. 1 θὰ ἐπιτυγχάνεται.

6. Ἐφ' ὅσον ὑπάρξουν καὶ ἕτεροι παραγωγοὶ ὑδρογονανθράκων ἀργοῦ πετρελαίου ἐν Ἑλλάδι εἰς οἰανδήποτε στιγμήν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς Ἑταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου ἢ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τῶν παραγομένων παρὰ τῆς Ἑταιρείας ὑδρογονανθράκων ἐν Ἑλλάδι, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἑταιρείας ἐν συγκρίσει πρὸς τὸ σύνολον τῆς παραγωγῆς ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' ὅλων τῶν παραγωγῶν. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παραγράφου 6 ποσότητες ἀργοῦ πετρελαίου πράγματι παραδοθεῖσαι παρὰ τῆς Ἑταιρείας πρὸς ἅπαντα τὰ ἐν Ἑλλάδι διυλιστήρια συμφώνως πρὸς τὴν παράγραφον ταύτην 6 θὰ θεωροῦνται ὡς ἐξισούμεναι πρὸς τὰς ὑπὸ (α) ἢ (β) τῆς παρ. 2 τοῦ παρόντος ἄρθρου ἀναφερομένης ποσότητος, οἰανδήποτε εἶναι μικρότερα.

7. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία δὲν δυνήθουν νὰ φθάσουν εἰς ἀμοιβαίως ἱκανοποιητικὴν συμφωνίαν, ὡς αὕτη προβλέπεται ἐν παρ. 5 τοῦ παρόντος ἄρθρου, ἐντὸς ἑξ. μηνῶν ἀφ' ἧς τὸ Ἑλληνικὸν Δημόσιον προβῇ εἰς τὴν ἐν παρ. 5 ἄνωτέρω ἀναφερομένην γνωστοποίησιν πρὸς τὴν Ἑταιρείαν, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ ὑποκαταστήσῃ τὸ παρ' αὐτῆς παραγόμενον ἀργὸν πετρέλαιον δι' ἐτέρου ἀργοῦ πετρελαίου ἐξάγουσα τὸ παρ' αὐτῆς παραγόμενον ἀργὸν πετρέλαιον καὶ εἰσάγουσα ἕτερον ἀργὸν πετρέλαιον ἐκ τῶν ἐκτὸς τῆς Ἑλλάδος πηγῶν τῆς τοῦ πλησιεστέρου καταλλήλου διὰ τὸ Ἑλληνικὸν Δημόσιον εἰδικῷ βάρους καὶ ποιότητος τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀγοράζῃ τὸ ὑποκαθιστώμενον τοῦτο ἀργὸν πετρέλαιον ἢ νὰ λαμβάνῃ τὰ ἀναγκαῖα μέτρα διὰ τὴν ἀγορὰν τοῦ τοιούτου ἀργοῦ πετρελαίου παρὰ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων.

Συμφωνεῖται περαιτέρω ὅτι ἀπὸ τῆς στιγμῆς τῆς ὡς ἄνω γνωστοποιήσεως καὶ μέχρι τῆς στιγμῆς τῆς ἐπιτεύξεως ἱκανοποιητικῆς συμφωνίας ἢ μέχρι τῆς παρόδου τῆς ὡς ἄνω ἐξαμηνίου προθεσμίας, οἰονδήποτε τῶν γεγονότων τούτων ἤθελε χρονικῶς προηγηθῇ, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως :

α) Μεριμνήσῃ ἵνα τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ πρὸ τῆς ἀνακαλύψεως διυλιστήρια, ἀγοράσωσι τὴν μερίστην ποσότητα ἀργοῦ πετρελαίου, ἣτις θὰ ἠδύνατο νὰ χρησιμοποιοθῇ παρὰ τῶν ὡς ἄνω διυλιστηρίων, διὰ προσαρμογῆς τῆς ποιότητος καὶ τοῦ εἰδικῷ βάρους τοῦ εἰσαγομένου ἀργοῦ πετρελαίου καὶ διὰ προσαρμογῆς τῶν ὅρων διύλισης ἐντὸς τῶν παρὰ τῶν μονάδων διύλισης τῶν ὡς ἄνω διυλιστηρίων σχεδιασθεισῶν δυνατοτήτων, καὶ

β) ή 'Εταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ ἀργὸν πετρέλαιον ὑπὲρ τὰς ὑπὸ στοιχεῖον (α) ὡς ἄνω ποσότητας ἵνα θεωρῇται συμμορφωθεῖσα πρὸς τὰς ἐν παρ. 4 ἄνωτέρω ἀναφερομένας ὑποχρεώσεις της.

8. Κατὰ τὴν διάρκειαν ἰσχύος τῆς σήμερον ὑφισταμένης συμβάσεως προμηθείας τῆς Socony, τὸ 'Ελληνικὸν Δημόσιον ὑποχρεοῦται νὰ καταβάλῃ πᾶσαν δυνατὴν προσπάθειαν, ἐντὸς τῶν ὑπὸ τῆς συμβάσεως τιθεμένων ὁρίων ἵνα ἐξασφαλίσῃ τὴν προτεραιότητα ἀγορᾶς τοῦ παραγομένου παρὰ τῆς 'Εταιρείας ἐγχωρίου ἀργοῦ πετρελαίου παρὰ τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου μέχρι τοῦ συνόλου τῆς δυναμικότητος τοῦ Διυλιστηρίου τούτου ἢ τοῦ συνόλου τῶν ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς οἰαδήποτε τῶν δύο τούτων ποσοτήτων εἶναι μικρότερα. 'Εάν, καὶ παρὰ τὴν προσπάθειαν ταύτην, τὸ 'Ελληνικὸν Δημόσιον δὲν ἐπιτύχῃ τὸν ὡς ἄνω σκοπὸν, τότε τὸ 'Ελληνικὸν Δημόσιον θὰ ὑποχρεοῦται πᾶντὸς ὅπως ἐξασφαλίσῃ τὴν παρὰ τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν ἐτέρων διυλιστηρίων ἀγορὰν ποσότητος ἐκ τοῦ παρὰ τῆς 'Εταιρείας παραγομένου ἀργοῦ πετρελαίου ἐξισουμένης τοῦλάχιστον πρὸς τὰ τριάκοντα ἐπὶ τοῖς ἑκατὸν (30 ο|ο) τῆς δυναμικότητος τοῦ Διυλιστηρίου τούτου.

'Εάν τὸ παρὰ τῆς 'Εταιρείας παραγόμενον ἀργὸν πετρέλαιον εἶναι ἀκατάλληλον διὰ τὸ 'Ελληνικὸν Δημόσιον, ὡς ἐν παρ. 7 τοῦ παρόντος ἀρθροῦ ἐκτίθεται, διὰ τὸ ποσοστὸν τοῦτο τῶν τριάκοντα ἐπὶ τοῖς ἑκατὸν θὰ ἐφαρμόζονται οἱ αὐτοὶ κανόνες ἀντικαταστάσεως οἱ καθοριζόμενοι ἐν τῇ παρ. 7.

Εἰς τὰς ἐν τῇ παρούσῃ παραγράφῳ 8 προβλεπομένας περιπτώσεις ἡ 'Εταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ παραδίδῃ ἐγχωρίον ἀργὸν πετρέλαιον συμφώνως τῇ παρ. 4 τοῦ παρόντος ἀρθροῦ πέραν τῶν ποσοτήτων τῶν ἀγοραζομένων ἢ τυχὸν ἀντικαθισταμένων κατὰ τὰ προηγούμενα ἐδάφια τῆς παρούσης παραγράφου 8.

9. Πᾶσα ποσότης ἀργοῦ πετρελαίου εἰσαγομένη ἐν 'Ελλάδι διὰ τὰς ἀνάγκας τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως, διυλιστηρίων κατὰ τὰς διατάξεις τοῦ παρόντος ἀρθροῦ θὰ θεωρῇται ἐγχωρίον ἀργὸν πετρέλαιον ἐν τῇ ἐννοίᾳ τῆς παρ. 4 τοῦ παρόντος ἀρθροῦ.

10. 'Εάν, τὸ ἐγχωρίον ἀργὸν πετρέλαιον εἶναι 20^ο API καὶ πλέον ἢ δὲ 'Εταιρεία ἀντικαταστήσῃ κατὰ τὰ ἐν παρ. 7, 8 καὶ 9 ἄνωτέρω διαλαμβανόμενα, ἡ 'Εταιρεία θὰ εἰσάγῃ ἀργὸν πετρέλαιον εἰς ποσότητας ἴσας πρὸς τὰς ἐξαγομένας ποσότητας. 'Εάν τὸ ἐγχωρίον ἀργὸν πετρέλαιον εἶναι κάτω τῶν 20^ο API καὶ ἡ 'Εταιρεία ἀντικαταστήσῃ κατὰ τὰ ἐν παρ. 7, 8 καὶ 9 ἄνωτέρω διαλαμβανόμενα, ἡ ποσότης ἀργοῦ πετρελαίου ἣν θὰ εἰσάγῃ ἡ 'Εταιρεία θὰ περιορίζεται εἰς ποσότητα ἀξίας εἰς λιμένα εἰσαγωγῆς ἴσης πρὸς τὰ 150 ο|ο τῆς ἀξίας FOB λιμένος ἐξαγωγῆς τοῦ ἐξαγομένου ἀργοῦ πετρελαίου, ὑπολογιζομένη ἐπὶ τῇ βάσει τῆς τιμῆς ἀργοῦ πετρελαίου ὁμοίας ποιότητος ἐιδικοῦ βάρους 35^ο API.

Αἱ ἐξαγωγαὶ ἀργοῦ πετρελαίου ὑπὸ τῆς 'Εταιρείας θὰ πραγματοποιοῦνται εἰς τὴν ὑπὸ τῆς 'Εταιρείας καθορισθεῖσαν (posted) τιμὴν ἐν 'Ελλάδι, κατὰ τὰ ἐν παρ. 11 ἐδ. (β) τοῦ παρόντος ἀρθροῦ ὀριζόμενα, πλέον ἐξόδων μεταφορᾶς ἐκ τῶν ἀποθηκευτικῶν χώρων τοῦ ἐργοταξίου εἰς τὸν 'Ελληνικὸν λιμένα φορτώσεως αἱ δὲ εἰσαγωγαὶ εἰς τὰς διεθνεῖς ἀγοράς τιμᾶς.

'Εάν, τὸ ἐγχωρίον πετρέλαιον εἶναι 10^ο API ἢ καὶ ὀλιγώτερον τὸ 'Ελληνικὸν Δημόσιον δὲν θὰ ὑποχρεοῦται νὰ ἐξασφαλίσῃ προτεραιότητα ἀγορᾶς ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ ἐτέρων Διυλιστηρίων ὑπαρχόντων τότε ἐν 'Ελλάδι καὶ ἡ 'Εταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ τὸ τοιοῦτον ἀργὸν πετρέλαιον. Τὸ 'Ελληνικὸν Δημόσιον ἐν τούτοις συμφωνεῖ ὅτι θὰ ὑποχρεοῖ τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ ἕτερα ἐν 'Ελλάδι Διυλιστήρια νὰ ἀγοράζουσιν τὸ ἀργὸν τοῦτο πετρέλαιον, καθ' ἣν ἕκαστον τούτων δύναται νὰ χρησιμοποιῇ ὡς καύσιμον ὕλην διυλιστηρίου (fuel), παραγωγὴν ἀσφάλτου κλπ. καὶ ὑπὸ τὸν ὅρον ὅτι εἰς τὴν περιπτώσιν ταύτην ἡ ἐκμετάλλευσίς τῶν διυλιστηρίων τούτων δὲν ἐπηρεάζεται δυσμενῶς.

'Επιπροσθέτως τὸ 'Ελληνικὸν Δημόσιον συμφωνεῖ νὰ παρέχῃ τὸ μέγιστον ὄριον τῆς συνεργασίας του, πρὸς τὸν σκοπὸν τῆς προωθήσεως τῆς χρήσεως τοῦ τοιοῦτου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου τοῦ μαζοῦτ (fuel) εἰς βιομηχανίας ἐν 'Ελλάδι.

11. α) Πρὶν ἢ ἡ 'Εταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον ἐν 'Ελλάδι Διυλιστήριον, νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς 'Εταιρείας ἐν 'Ελλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς 'Εταιρείας, αἱ δὲ τιμαὶ αὐταὶ θὰ εἶναι ὁ μαθηματικὸς μέσος ὁρος κατὰ τὴν διάρκειαν τοῦ ἐν λόγῳ μηνός, τῶν Posted τιμῆς ἢ τιμῶν (ὡς αὐταὶ καθορίζονται εἰς τὸ platt's oilgram ἢ ἄλλα ἀνάλογα δημοσιεύματα), τοῦ ἀργοῦ πετρελαίου εἰς sidon καὶ tripoli, lebanon, Banias, Syria καὶ τὸ 'Ηνωμένον Βασίλειον τῆς Λιβύης, (ἐφ' ὅσον ὑφίστανται posted τιμαὶ ἐπιχειρήσεων ἐξαγωγῶν ἀργὸν πετρέλαιον ἐκ τῆς Λιβύης) μετὰ τὰς συνήθεις διορθώσεις διὰ διαφορὰν ἐιδικοῦ βάρους καὶ ποιότητος. β) 'Όταν ἡ 'Εταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν 'Ελλάδι τιμὴν προσφορᾶς (posted) εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς ἢ τιμῆς εἰς ἣν τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον Διυλιστήριον ἐν 'Ελλάδι ὑποχρεοῦται νὰ ἀγοράζῃ τὸ 'Ελληνικὸν ἀργὸν πετρέλαιον θὰ εἶναι ἡ ὡς ἄνω τιμὴ. 'Η τοιαύτη προσφερομένη τιμὴ (posted) θὰ λαμβάνῃ ὑπ' ὄψιν τῆς τὰς γενικὰς διεθνεῖς συνθήκας τῆς ἀγορᾶς πετρελαίων τὰς ἰσχυοῦσας κατὰ τὴν στιγμὴν ἐκείνην λαμβανομένων ὑπ' ὄψιν τῶν ποιοτικῶν χαρακτηριστικῶν καὶ τῆς τοποθεσίας τοῦ ἐξαγομένου ἀργοῦ πετρελαίου.

12. Αἱ πληρωμαὶ τοῦ 'Ελληνικοῦ Δημοσίου πρὸς τὴν 'Εταιρίαν διὰ ποσὰ ὀφειλόμενα διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνονται ἐντὸς δέκα ἡμερῶν ἀπὸ τῆς ἡμέρας παρουσιάσεως ὑπὸ τῆς 'Εταιρείας τοῦ σχετικοῦ λογαριασμοῦ. 'Εν περιπτώσει μὴ καταβολῆς τοῦ τοιοῦτου ποσοῦ παρὰ τοῦ 'Ελληνικοῦ Δημοσίου ἐντὸς 10 ἡμερῶν ἀπὸ τῆς λήψεως τοῦ λ|σμοῦ, ἡ 'Εταιρεία, ἐπιφυλασσομένων τῶν νομίμων δικαιωμάτων της, περιλαμβανομένων καὶ τῶν δικαιωμάτων της διὰ ζημίας, δύναται νὰ διακόψῃ τὴν παράδοσιν ὑδρογονανθράκων πρὸς τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον ἐφ' ὅσον τυχὸν παράγονται καὶ δύναται νὰ διαθέσῃ τούτους κατὰ τὴν κρίσιν της καὶ ὡς πρὸς τὸν καθορισμὸν τῆς τιμῆς ἐντὸς ἣ καὶ ἐκτὸς τῆς 'Ελλάδος ἢ καὶ νὰ διακόψῃ τὴν παραγωγὴν.

13. 'Εάν ἡ 'Εταιρεία ἔχει εἰς τὴν ἰδιοκτησίαν της, καὶ ἡ ἐκμεταλλεύεται ἀγωγὸς διὰ μεταφορὰν ἀργοῦ πετρελαίου, καὶ ἡ διὰ μεταφορὰν ἀερίων τὸ 'Ελληνικὸν Δημόσιον δύναται νὰ ζητήσῃ παρὰ τῆς 'Εταιρείας τὴν μεταφορὰν τοῦ ἀργοῦ πετρελαίου ἢ τοῦ φυσικοῦ ἀερίου τοῦ ἀγορασθέντος παρὰ τούτου, μέσῳ τῶν τοιούτων ἀγωγῶν ἢ γραμμῶν μεταφορᾶς ἀερίων (Gaslines) εἴτε μέχρι τοῦ τέρματός των ἢ μέχρι οἰονδήποτε σημείου κατεμμένου ἐπ' αὐτῶν. 'Η μεταφορὰ αὕτη θὰ γίνεταί παρὰ τῆς 'Εταιρείας εἰς τὴν τιμὴν κόστους σὺν δέκα ἐπὶ τοῖς ἑκατὸν (10 ο|ο).

'Η παροῦσα παράγραφος 13 δὲν θὰ ἐρμηνεύηται ὡς ὑποχρεώσεις τῆς 'Εταιρείας νὰ κατασκευάσῃ οἰονδήποτε ἀγωγὸν ἀργοῦ πετρελαίου ἢ ἀερίου ἢ οἰονδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὧν θὰ κέκτηται ἢ θὰ χρησιμοποιῇ εἰς οἰονδήποτε στιγμὴν οὔτε καὶ νὰ κατασκευάσῃ προσθέτους ἐγκαταστάσεις ἐν σχέσει πρὸς τοιοῦτους ἀγωγούς ἢ τοιαύτας ἐγκαταστάσεις μεταφορᾶς, πλην ἀντιθέτου ἀμοιβαίως ἱκανοποιητικῆς συμφωνίας μεταξὺ 'Ελληνικοῦ Δημοσίου καὶ 'Εταιρείας ἐπὶ τοῦ θέματος τούτου ἐν τῷ μέλλοντι.

14. Πρὸς τὸν σκοπὸν τοῦ καθορισμοῦ τῆς εἰς δραχμὰς τιμῆς ἀργοῦ πετρελαίου κατ' ἐφαρμογὴν τῶν διατάξεων τοῦ παρόντος ἀρθροῦ, ἡ ἐφαρμοστέα τιμὴ τῆς διεθνούς ἀγορᾶς καὶ τὰ ἐξοδα μεταφορᾶς, ἐφ' ὅσον καθορίζονται εἰς ἄλλοδαπὸν νόμισμα θὰ μετατρέπωνται εἰς τὸ ἰσότημὸν των εἰς δραχμὰς εἰς τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συναλλάγματος, ὡς καθορίζονται ἐν παρ. 8 τοῦ ἀρθροῦ 13, εἰς ἃς ἡ 'Εταιρεία δικαιούται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὸν ἀντίστοιχον ἡμερολογιακὸν μῆνα.

Άρθρον 13.
Συνάλλαγμα Έξωτερικοῦ.

1. Έφ' ὅσον ἡ Έταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12, αἱ ἐργασίαι, κατὰ τὴν παρούσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς Έταιρείας διὰ τῶν εἰς ξένον συνάλλαγμα κεφαλαίων τῆς καὶ κατὰ τὸν ἀκλόουθον τρόπον:

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (Greek Currency) μέσῳ Τραπεζῶν ἢ προσώπων ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Έλληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα, δολλαρίων Η.Π.Α. ἢ ξένου συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολάρια Η.Π.Α., εἰς ποσότητας ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἐργασιῶν τῆς εἰς μετρητὰ, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Έλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορὰς καὶ ἡ μισθώσεως εἰς τὸ ἔξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος, καὶ τῆς ἐλευθέρως καὶ ἀπεριορίστου εἰσαγωγῆς καὶ ἡ χρησιμοποίησιν εἰς Έλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἰασθήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτούμενων ὑπὸ τῆς Έταιρείας καὶ διὰ τὰς ἐργασίας περὶ ὧν ἡ παρούσα συμφωνία.

2. Ὡς ἀπὸ τῆς ἐνάρξεως τῆς παραγωγῆς, ἡ Έταιρεία θὰ διακαίουται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Έλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Έλληνικὸν Δημόσιον, ὑπὸ τὴν μορφήν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων, ἐκ τῶν εἰς δραχμὰς ἔσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Έταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἐγχωρίαν ἀγορὰν πωλήσεων.

Ὅταν τὰ εἰς δραχμὰς ἔσοδα τῆς Έταιρείας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἐργασιῶν εἰς μετρητὰ, ἡ Έταιρεία θὰ δικαιούται νὰ μεταφέρῃ εἰς τὸ ἔξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρογονανθράκων. Αἱ μεταφορὰὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Έλληνικῶν Δραχμῶν εἰς Δολάρια Η.Π.Α. καὶ ἡ, κατόπιν συμφώνου γνώμης τῆς Τραπεζῆς τῆς Έλλάδος, εἰς ἕτερον συνάλλαγμα μετατρεψίμον εἰς δολάρια Η.Π.Α. Ἡ Έταιρεία ἐν τούτοις δικαιούται ὡσαύτως καὶ διαζευκτικῶς νὰ κρατῇ ἐν Έλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματ' αὐτῆς ἢ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἢ χρεώγραφα ἢ οἰωνδήποτε ἐτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἄλλοδαπούς κατὰ τοὺς ἐν Έλλάδι γενικῶς ἰσχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἰωνδήποτε διατάξεων τῆς ἐκάστοτε ἰσχυοῦσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἄλλοδαπῇ ἐκτελεστῶν «ἐν Έλλάδι» ὡς καὶ αἱ περὶ δεσμεύσεως ὁμολογῶν καὶ μετοχῶν ἢ ἐτέρων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Έταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἐγκρισιν τοῦ Έλληνικοῦ Δημοσίου, ἥτις ἐγκρισις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσιν αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογῆτως ἐπικίνδυνος.

α) Ἡ Έταιρεία θὰ δικαιούται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἔξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προϊόν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἐργασίας τῆς Έταιρείας εἰς μετρητὰ, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϊόντος ἐξ ἐνδόσεως μετοχῶν (stock) δανείων οἰασθήποτε μορφῆς καὶ ἄλλων προκαταβολῶν, ἔσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἔξωτερικὸν πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12 ἢ ἐξ ἄλλων πηγῶν ὡς καὶ πλεονασμάτων εἰς δραχμὰς μεταφερθέντων ἐξ Έλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

β) Ἀντιθέτως, ἐὰν τὰ εἰς δραχμὰς ἔσοδα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐσρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας τῆς ἀναγκῶν εἰς δραχμὰς, τότε ἡ Έταιρεία θὰ μετατρέπῃ εἰς δραχμὰς μέσῳ Τραπεζῶν ἢ προσώπων νομίμως ἐξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα προσώπων, δολλ. Η.Π.Α. ἢ ξένον συνάλλαγμα ἐλευθέρως μετατρεψίμον εἰς

Δολλ. Η.Π.Α. εἰς ποσότητας ἐξαρκοῦσας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἐργασίας τῆς εἰς δραχμὰς ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχείον (β) ὡς ἄνω τῆς παρούσης παραγράφου 3, τὸ Έλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Έταιρίαν νὰ μεταφέρῃ εἰς Έλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρεψίμον εἰς δολλ. Η.Π.Α. ὑπὸ τὸν ὅρον ὅτι:

1) Τοιοῦτον συνάλλαγμα ἀπεκτῆθῃ ἐκ πωλήσεων ὑδρογονανθράκων ἐξαχθέντων ἐξ Έλλάδος.

2) Ἡ Έταιρεία ἀδύναται νὰ διατηρήσῃ ἢ νὰ αὐξήσῃ τὸν ὄγκον τῶν ἐξαγωγῶν τῆς, ἐὰν αὕτη ἀπῆλθε πληρωμὴν εἰς δολάρια Η.Π.Α. ἢ ἄλλο συνάλλαγμα ἐλευθέρως μετατρεψίμον εἰς δολάρια Η.Π.Α.

3) Τὸ Έλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ τὴν χρησιμοποίησιν τοιοῦτου συναλλάγματος οἰκονομικῶς δυνατὴν βάσει τῶν ἰσχυουσῶν κατὰ τὸν χρόνον ἐκείνων διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

4. Συμφωνεῖται ὡσαύτως ὅτι ἡ κατοχὴ ξένου συναλλάγματος εἰς τὸ ἔξωτερικὸν συμφώνως τῷ παρόντι ἄρθρῳ θὰ καθιστᾷ εἰς τὴν Έταιρίαν δυνατὴν τὴν κάλυψιν πλήρως τῶν, βάσει τῆς παρούσης συμβάσεως εἰς συνάλλαγμα δαπανῶν τῆς, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἡ μισθώσεων μηχανημάτων, ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Έταιρίαν διὰ τὰς βάσει τῆς παρούσης συμβάσεως ἐργασίας αὐτῆς.

5. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης συμβάσεως πλεονάσματα εἰς δραχμὰς τῆς Έταιρείας ἐκ τῶν ἀναγκῶν τῆς εἰς μετρητὰ διὰ τὰς ἐργασίας τῆς εἰς δραχμὰς, καὶ πλεονάσματα κεφαλαίων εἰς δραχμὰς, θὰ ἐρμηνεύηται ὡς σημαίνοντα πᾶν ποσὸν δραχμῶν μὴ ἀναγκαῖον κατὰ μίαν ὀρισμένην ἡμέραν πρὸς κάλυψιν τῶν ληξιπροθέσμων καὶ πληρωτέων ὑποχρεώσεων τῆς Έταιρείας κατὰ τὴν ἡμέραν ἐκείνην εἰς δρχ. διὰ τὰς ἐγχωρίους ἀνάγκας τῆς ἐργασίας, φόρων μισθωμάτων καὶ ὑπολοίπων εἰς δραχμὰς ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Έλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Έταιρείας μέσῳ Τραπεζῶν ἢ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ξένον συνάλλαγμα τὸ εἰς Δολλ. Η.Π.Α. ἢ ἄλλων μετατρεψίμων εἰς δολλ. Η.Π.Α. νομισμάτων, τὸ ἀναγκαῖον εἰς τὴν Έταιρίαν ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Έταιρείας ἀμέσως καὶ ἄνευ καθυστέρησεως ὁπόταν ζητεῖται ἐπὶ τῇ βεβαιώσει τῆς Έταιρείας ὅτι ἡ αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δραχμὰς τῆς ἡμέρας ἐκείνης. Ἡ Έταιρεία πρὸς τοῦτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Έλλάδος ἢ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (agents) ἐβδομαδιαίως καὶ μηνιαίως, καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Έλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (agents) πρὸς ἐξακριβώσιν ὅτι ἡ μεταφορὰ κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τῆς Έταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰς δραχμῶν πλεοναζόντων κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως.

7. Ἐὰν ἡ Έταιρεία ρευστοποιήσῃ ἐν Έλλάδι οἰωνδήποτε κινήτων ἢ ἀκινήτων περιουσιακῶν στοιχείων, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Έλλάδι, ἡ Τράπεζα τῆς Έλλάδος θὰ θέτῃ ἀμέσως καὶ ἄνευ καθυστέρησεως εἰς τὴν διάθεσιν τῆς Έταιρείας μέσῳ Τραπεζῆς ἢ μέσῳ ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμὰς ἢ ξένον συνάλλαγμα ποσὸν εἰς δολάρια Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παρούσαν σύμβασιν ἡ Έταιρεία θὰ δικαιούται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσῳ οἰασθήποτε Τραπεζῆς ἢ Πράκτορος νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχύουσας γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶσαν πρὶμ συναλλάγματος, ἐπιβαρύνσεις, δια-

φοράν ἐπὶ ἑλαττον (agios), φόρους συναλλάγματος καὶ μεσιτείας οἰασθήποτε φύσεως τυχόν ἐπιτρεπομένης ἢ ἐπιβαλλομένης παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελοῦσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλήσεως συναλλάγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω ὅτι ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἤθελεν υἱοθετήσῃ σύστημα διαφορικῶν τιμῶν συναλλάγματος ἢ σύστημα πολλαπλῶν Primes ἐξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὁποίαν ἡ Ἑταιρεία θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα δὲν θὰ εἶναι ἐπίσης ὀλιγώτερον εὐνοϊκὴ ἀπὸ τὸν σταθμιζόμενον μέσον ὅρον (weighted average) τῶν πραγματικῶν (effective) τιμῶν συναλλάγματος νομίμως πραγματοποιουμένων ὑπὸ ἄλλων ἐπιχειρήσεων ἐξ ἐξαγωγῶν μεταλλευμάτων ἐξ Ἑλλάδος.

Τοιοῦτος σταθμιζόμενος μέσος ὅρος (weighted average), θὰ ὑπολογίζεται ἄνευ καθυστέρησεως καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως καὶ ἡ τιμὴ θὰ κρατῇται ὅσον τὸ δυνατόν τρέχουσα χρησιμοποιοῦμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἐξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἅτινα ἡ Ἑταιρεία τυχόν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ἢ Ἑταιρεία διὰ τὰ λογιστικὰ βιβλία τῆς μόνον, θὰ μετατρέπη ἀπάσας τὰς δαπάνας τῆς, ἐπιβαρύνσεις καὶ ὑποχρεώσεις τῆς ὡς καὶ τὰ εἰς ξένον συνάλλαγμα ἔσοδά τῆς τὰ προερχόμενα ἀπὸ πωλήσεις εἰς τὸ ἐξωτερικὸν καὶ ἄλλας πηγὰς, εἰς τὴν εἰς δραχμὰς ἀντιστοιχίαν των καὶ εἰς τιμὴν ὡς καθορίζεται αὕτη ἐν τῇ προηγουμένη παραγράφῳ 8 τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ Ἑταιρεία δικαιούται νὰ ἀγοράζῃ δραχμὰς διὰ ξένου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἐκάστη πράξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἑταιρείας.

10. Ἐὰν καὶ ὁπότεν ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμῶν τιμῶν ἀγορᾶς καὶ πωλήσεως δολλαρίων Η.Π.Α. αἱ τιμαὶ συναλλάγματος διὰ Δολλάρια Η.Π.Α. ὡς καθορίζεται ἐν παραγράφῳ 14 τοῦ ἄρθρου 12 ὡς καὶ ἐν τῇ ὡς ἄνω παραγράφῳ 9 τοῦ παρόντος ἄρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ξένης Τραπεζῆς τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπεζῆς ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παράγραφον 8 τοῦ παρόντος ἄρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέᾳ Ὑόρκῃ κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησης. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ξένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσω Ἑλληνικῶν ἢ ξένων Τραπεζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας.

Ἄρθρον 14.

Λοιπαὶ ὑποχρεώσεις τῆς Ἑταιρείας.

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπασῶν τῶν ἐργασιῶν τῆς, ἐρευνητικῶν, γεωτρήσεως, παραγωγῆς, μεταφορᾶς καὶ πωλήσεων.

2. Ἡ Ἑταιρεία θὰ υποβάλλῃ εἰς διπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρέυνης καὶ ἐκμεταλλεύσεως ἀρκοῦντως λεπτομερεῖς. Ἐπεξηγηματικὸν ὕλικόν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὕδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Ἑταιρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνουμένους ὅτι ἀρμόδιοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὕλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὕλικόν δι' ἰδίαν αὐτοῦ χρῆσιν ἢ Ἑταιρεία θὰ συμμορφῶται πρὸς τὸ αἶτημα τοῦτο ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις τοιαύτας δαπάνας διὰ τὴν Ἑταιρίαν, δὲν καθυστερεῖ ἢ ἐμποδίζει τὰς ἐργασίας τῆς

καθ' οἷονδῆποτε τρόπον καὶ δὲν καταλήγει εἰς τὴν ἀποκάλυψιν στοιχείων καὶ πληροφοριῶν ἅτινα ἡ Ἑταιρεία ἐπιθυμεῖ νὰ διατηρήσῃ ἐμπιστευτικά.

3. Πρὸς τὸν σκοπὸν ἐξυπηρετήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ Χώρα συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφορῶν κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν Ἑλλάδα, ἡ Ἑταιρεία ὑποχρεοῦται νὰ υποβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς. Τὰ συμπεράσματα ἐν τούτοις εἰς ἃ καταλήγει ἡ Ἑταιρεία καὶ τὸ προσωπικόν τῆς διὰ τῆς μελέτης τῶν πραγματικῶν στοιχείων θὰ μεταδίδονται τῷ Ἑλληνικῷ Δημοσίῳ κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἑταιρείας καὶ μόνον.

4. Ἡ Ἑταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγείσαν ὑπ' αὐτῆς διὰ γεωτρήσεις, τὴν ἐναρξιν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἢ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς ἄνω ὑπὸ στοιχείων 2 ὑποχρεώσεως ὑποβολῆς τριμηνιαίων καὶ ἐτησίων καταστάσεων.

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

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημέναι ὑπηρεσίαι θὰ δικαιούνται νὰ ἐπιθεωροῦν περιοδικῶς τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἑταιρείας κατὰ τρόπον ὅπως μὴ παρακαλύοντα τὰς ἐργασίας τῆς Ἑταιρείας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἐγγράφων.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλλ. Δημοσίου θὰ δικαιούνται νὰ ἐπισκέπτονται τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς Ἑταιρείας πρὸς τὸν σκοπὸν ὅπως πληροφοροῦνται τὴν πρόοδον τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώραν κατὰ τρόπον ὥστε νὰ μὴ παρακαλύωνται αἱ τρέχουσαι ἐργασίαι τῆς Ἑταιρείας.

7. Ἐξαιρέσεις γενικῶν ἀριθμῶν ἀναφερομένων εἰς τὸ συνολικὸν βάθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχὴν, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεωρῇ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθεσιν καὶ ὕλικόν διαβιβάζόμενα ὑπὸ τῆς Ἑταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἑταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὠρισμένην τινὰ πληροφορίαν ὅτι ἀπαλλάσσει τοῦτο τῆς ὑποχρεώσεως ταύτης.

8. Κατ' ἐξαιρέσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως των ἢ ἐτέρους σκοποῦς, τὰ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίας παραχωρουμένας πρὸς τοῦτο ὑπὸ τῆς Ἑταιρείας τρία (3) ἔτη μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρείας ἐν σχέσει πρὸς ὠρισμένην ἐρευνητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἄμέσως μετὰ τὴν λήξιν τῆς παρούσης συμβάσεως.

Ἡ Ἑταιρεία δὲν θὰ ἀρνῆται ἀναίτιως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισίν τῆς διὰ τὴν δημοσίευσιν ἢ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσιεύσεως ἢ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένη φράσει καθοριζομένων εἰδικῶν τμημάτων ἐκ τῶν παρὰ τῆς Ἑταιρείας δοθεισῶν πληροφοριῶν ἐὰν κατὰ τὴν κρίσιν τῆς Ἑταιρείας τοῦτο δύναται νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόντων αὐτῆς.

Ἄρθρον 15.

Κατὰλήψεις ἐδάφους - Δουλείαι Διόδου - Δικαίωμα χρῆσι-μοποιήσεως ὑδάτων καὶ οἰκοδομικῶν ὕλικῶν.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ καταλαμβάνῃ καὶ χρησιμοποιοῇ ἄνευ ἀποζημιώσεως τινός καὶ κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακά ὕδατα καὶ λατομικοὺς χώρους μὴ μεμ-

σθωμένους, ἅτινα εἶναι ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσι κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐὰν οἱ ἀναγκαιοῦντες χώροι ἀνῆκωσι εἰς ἰδιώτας ἢ ἕτερα νομικὰ Πρόσωπα ἢ κατάληψις τούτων θὰ πραγματοποιηθῇ βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχόν ἀναγκαιοῦσαι διὰ τὰς ἐρεῦνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ἰδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περιχλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακά ὕδατα ἢ πηγὰς, θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς ἑταιρείας. Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκιῶν ἐκμεταλλεύσεως μεταλλείων διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν ἢ εἰδικῶν Νόμων ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὀριζόμενα καὶ τὰς διατάξεις τοῦ Νόμου 3948/1959 περὶ ὑδρογονανθράκων.

3. Τὸ Ἑλληνικὸν Δημόσιον, οἱ Δῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ἰδιοκτῆται ἢ κάτοχοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτηρέωσιν τὴν διέλευσιν ὑπογείων σωληνώσεων μεταφορᾶς ὑδρογονανθράκων ἢ καὶ, ὅπου ἢ ὑπόγειος τοποθέτησις δὲν εἶναι ἐφικτὴ ἢ σκόπιμος, τὴν ἐπὶ τῆς ἐπιφανείας τοποθέτησιν τῶν σωληνώσεων. Προσέτι οἱ αὐτοὶ ὡς ἄνω ὑποχρεοῦνται νὰ ἀνέχωνται πᾶσαν ἐν γένει ἀναγκαίαν ἐργασίαν, διὰ τὴν κατασκευὴν, χρῆσιν, συντήρησιν ἢ ἐπισκευὴν ὑπὸ τῶν σωληνώσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς ἑταιρείας βλάπτεται ἡ ἰδιοκτησία ἢ τὰ δικαιώματα Δήμων, Κοινοτήτων ἰδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων, ἐξαιρέσει τῆς ἰδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς ἑταιρείας ἀποζημίωσις καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἐκάστοτε ἰσχυοῦσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἰσχυοῦσας διατάξεις, δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου παρὰ χρῆσιν τῆς ἑταιρείας τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ ἑταιρεία δικαιούται προσέτι νὰ ποιῇται χρῆσιν τηροῦσα τὰς οἰκείας διατάξεις τοῦ Α.Ν. 1540/1938 ἀρθρ. 12 καὶ τοῦ Α.Ν. 2344/1940 ἀπερὶ αἰγιαλοῦ καὶ παραλίας καὶ παντὸς ἐτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωνῶν λιμένων, προκυμαίων καὶ ὄρμων ἀναγκαιοῦντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκιῶν πρὸς τοῦτο ἐγκαταστάσεων τόσον ἐπὶ τῶν προβλητῶν, προκυμαίων, καὶ ὄρμων, ὅσον καὶ ἐντὸς τῆς θαλάσσης.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς ἑταιρείας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεών της βάσει τῆς παρούσης συμβάσεως, ὀφειλόμεναι εἰς ἔλλειψιν ἀπαραίτητου διὰ τὰς ἐργασίας ἐνεργείας καὶ ἀδείας οἰασδήποτε Κρατικῆς Ἀρχῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς ἑταιρείας θὰ θεωρῇται ἀνωτέρα βία, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπειὰς τῆς ἀνωτέρας βίας.

Ἄρθρον 16.

Χρησιμοποίησις Ἐργολάβων.

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς ἑταιρείας συμφώνως πρὸς τὴν παρούσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἐρευνῶν καὶ βαθέων ἐξερευνητικῶν γεωτρήσεων, ἡ ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιοῇ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τῶν συνολογούμενων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, ὡς ἐν προηγουμένῃ παραγράφῳ, θὰ ἀνακοινοῦται ὑπὸ τῆς ἑταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἀρθρῶν 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζονται ἐπὶ τῆς ἑταιρείας καὶ ἐπὶ

τῶν ὡς ἄνω ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἀρθροῦ 13 τοῦ παρόντος θὰ ἐφαρμόζονται μόνον ἐπὶ τῆς ἑταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τῆς ἑταιρείας κατὰ τὴν διάρκειαν οἰασδήποτε διαχειριστικῆς περιόδου θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς ἑταιρείας συμφώνως πρὸς τὰ ἐν ἀρθρῳ 3 τῆς παρούσης συμβάσεως ὀριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς ἑταιρείας ἐργασία θὰ θεωρῇται ὡς ἐργασία ἐπιτελεσθεῖσα ὑπὸ τῆς ἑταιρείας κατὰ τὴν ἐννοίαν τῶν ἀρθρῶν 4 καὶ 6 τῆς παρούσης συμβάσεως. Ἡ ἑταιρεία ὑπέχει οὐχ' ἥττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύναις.

Ἄρθρον 17.

Ἀπασχόλησις ἑλληνικοῦ καὶ ξένου προσωπικοῦ.

1. Ἡ ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιοῇ διὰ τὰς ἐργασίας της ἐν Ἑλλάδι, διευθύνον, τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικόν, εἴτε πρόκειται περὶ Ἑλλήνων ὑπηκόων εἴτε περὶ ἀλλοδαπῶν, οἷον ἤθελε κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της.

2. Ἐπὶ τῇ αἰτήσῃ τῆς ἑταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἐκδοσιν ἀδείων εἰσόδου, διαμονῆς ἐργασίας καὶ ταξιδιῶν ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς ἑταιρείας, ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδείων θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διευθυσιν τῆς ἑταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς ἑταιρείας θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μετὰ μόνιμον συνεχῆ διαμονὴν 6 μηνῶν ἐν Ἑλλάδι, μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς ἑταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθὸς εἴτε καταβληθεὶς ἐν Ἑλλάδι εἰς δραχμὰς εἴτε εἰς τὸ ἐξωτερικὸν εἰς ξένον συνάλλαγμα θὰ εἶναι ἐκεῖνος ὁ ὅποιος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς ἑταιρείας. Ἐπὶ πλεόν οἱ ὑπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ Ν. 1413/1950, κυρώσαντος τὴν σύμβασιν μετὰξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπάλληλου ἐν Ἑλλάδι θὰ ἀρχεῖται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας.

Ἀπουσίαι ἐξ Ἑλλάδος μεγαλύτεραι τῶν 15 συναπτῶν ἡμερῶν ἐκάστοτε θὰ προστίθενται εἰς τὴν περίοδον τῶν ἐξ μηνῶν κατὰ τὸν ὑπολογισμὸν τῆς ἡμερομηνίας ἀφ' ἧς ὁ ἀλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος.

Τὸ ἀλλοδαπὸν προσωπικὸν τῆς ἑταιρείας θὰ καταβάλλῃ ἅπαντας τοὺς ἄλλους ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκάστοτε νομοθεσίαν.

4. Ἡ ἑταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλλήνας ὑπηκόους διὰ πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνώσις ἢ πεῖρα.

Ὡς πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις ἢ ἑταιρεία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατόν ἀριθμὸν Ἑλλήνων τῶν ὁποίων εἶναι δυνατὴ ἡ ἐξεύρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον, κατὰ τὴν κρίσιν τῆς ἑταιρείας τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ἐργασιῶν.

5. Ἐν σχέσει πρὸς τὰ τυχόν ἐργατικά ἀτυχήματα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν συμφώνως τῇ παρούσῃ συμβάσει, ἡ ἑταιρεία εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιουμένη νὰ προσφύγῃ εἰς δικαιοσύνην κατὰ τὸ ἀρθρὸν 26 τοῦ παρόντος.

6. Ἡ ἑταιρεία θὰ ὑποχρεοῦται ἅμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τὴν πρώτην ἀνακάλυψιν ὑδρογονανθράκων συμφώνως τῷ ἀρθρῳ 5 παρ. 1 καὶ 2 νὰ δέχεται

πρὸς ἐκπαίδευσιν καθ' ἑκάστον ἔτος δύο ὑποψηφίους ὑποδεικνυμένους ὁ εἷς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἕτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοουμένου ὅτι

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

β) Τὸ πρόγραμμα ἐκπαιδύσεως θὰ ἀναφέρεται εἰδικῶς εἰς πρακτικὰς ἐργασίας αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζωνται ἐκάστοτε ὑπὸ τῆς Ἑταιρείας ἐπὶ τῇ βάσει γενικῶν ὁδηγιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεῦνης καὶ ἐκμεταλλεύσεως ὕδρογονανθράκων.

γ) Ἡ περίοδος ἐκπαιδύσεως θὰ εἶναι κανονικῆς διάρκειας ἕξ μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας ἱκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίνει τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψηφίου διὰ τὴν θέσιν τοῦ υποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἐγκρισιν τῆς Ἑταιρείας, ἥτις δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἐγκρισιν ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδικωμένου σκοποῦ. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ ὠσαύτως δικαίωμα νὰ ζητῇ τὴν παρά τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου ἥδη ἐγκριθέντος παρὰ τῆς Ἑταιρείας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφοτέρας ὁμοῦ τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

Ἄρθρον 18.

Λογιστικὰ Βιβλία.

Τὰ λογιστικὰ βιβλία τῆς ἐπιχειρήσεως ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἑταιρείας εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμῇ ἡ Ἑταιρεία καὶ εἰς τὴν Ἀγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἑταιρίαν ὅπως ἐκφράξῃ, τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς Δολλάρια Η.Π.Α. καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίξῃ τοὺς ἰσολογισμοὺς εἰς τὸ αὐτὸ νόμισμα.

Αἱ φορολογικαὶ δηλώσεις ὁμοῦ τῆς Ἑταιρείας αἱ ὑποβαλλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσωνται εἰς δραχμὰς διὰ τῆς χρησιμοποίησεως διὰ τὴν μετατροπὴν εἰς ξένον συνάλλαγμα τῶν ποσῶν τοῦ κανόνος μετατροπῆς ξένων νομισμάτων τοῦ καθοριζομένου ἐν παρ. 8 καὶ 9 τοῦ ἁρθροῦ 13.

Ἄρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

Ἡ Ἑταιρεία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ὁλοσχερῇ ἐλευθερίαν Διοικήσεως καὶ Διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρουσίας συμβάσεως.

Ἡ Ἑταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἐργασιῶν, πλὴν τυχόν ρητῆς ἀντιθέτου διατάξεως τῆς παρουσίας συμβάσεως.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα ὅπως ἀνὰ πᾶσαν στιγμὴν κατὰ τὰς ὥρας ἐργασίας διὰ τῶν ἀρμοδίων ὀργάνων ἐλέγχου τοῦ ἐπιθεωρεῖ τὰς ἐργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις ἐργασιῶν τῆς Ἑταιρείας ἐν Ἑλλάδι ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δαπανῶν.

Ἄρθρον 20.

Ἐπιστροφή.

1. Ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρουσίας συμβάσεως ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκιοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον ὅλας ἡ οἰονδήποτε τμήμα μιᾶς ἢ ἀπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἑταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι ἐὰν ἐπιστραφῇ τμήμα

μόνον ἐρευνητικῆς ἐκτάσεως τὸ τμήμα τοῦτο δὲν θὰ εἶναι ἔλασσον τῶν πενήκοντα (50) τετραγωνικῶν χιλιομέτρων εἰς τὰς περιοχὰς 2 καὶ 3 καὶ οὐχὶ ἔλασσον τῶν δέκα (10) τετραγωνικῶν χιλιομέτρων εἰς τὴν περιοχὴν 1.

2. Εἰς οἰονδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρουσίας συμβάσεως ἡ Ἑταιρεία διατηρεῖ τὸ δικαίωμα νὰ ἐπιστρέψῃ ἐκουσίως εἰς τὸ Ἑλληνικὸν Δημόσιον οἰονδήποτε ἢ ἀπᾶσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν ἃς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἐκείνην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιηθῇ οἰονδήποτε ἐκουσία ἐπιστροφή κατὰ τὰς παραγράφους 1 καὶ 2 ἀνωτέρω ἅπαντα τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Ἑταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν ἢ τμήμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν ἐφ' ὅσον ἡ Ἑταιρεία θὰ ἔχῃ ἐκπληρώσῃ ἀπᾶσας τὰς ὑποχρεώσεις της, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν (ἢ τμήμα αὐτῆς) ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις της ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν (ἢ τμήμα αὐτῆς) ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἁρθρῷ 3 τῆς παρουσίας συμβάσεως, μέχρι πέρατος οἰονδήποτε τῶν περιόδων δύο ἢ τριῶν (2ῆ3) ἐτῶν τῶν ἀναφερομένων ἐν τῷ ἁρθρῷ τούτῳ (3), καθ' ἣν λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

Ἄρθρον 21.

Πρόστιμα καὶ ἐκπτώσεις. Λύσεις τῆς συμβάσεως διὰ τῆς λήξεως.

ΠΡΟΣΤΙΜΑ :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρουσίας συμβάσεως, ἐκτὸς ἐὰν ἄλλως προβλέπεται εἰς τὴν παρούσαν σύμβασιν κατόπιν ἐγγράφους προειδοποιήσεως τριάκοντα ἡμερῶν νὰ ἐπιβάλλῃ ὡς ποινὴν διὰ τὴν παράβασιν τῶν ὅρων αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς Ἑταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις της, πρόστιμα εἰς τὴν Ἑταιρίαν δυνάμενα νὰ ἀνέλθουν ἀπὸ \$ 1.000 μέχρι 5.000 Δολλάρια Η.Π.Α. δι' ἐκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατὰ τὸ αὐτὸ ἡμερολογιακὸν ἔτος τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν Δολλαρίων. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις α-στ τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι Δολλ. Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθοι :

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

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

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

δ) Ἡ μὴ πληρωμὴ τῶν κατὰ τὸ ἄρθρον 9 δικαιωμάτων.

ε) Μὴ ἱκανοποίησις τῶν ἀναγκῶν τῆς ἐσωτερικῆς ἀγορᾶς ὡς ὀρίζονται ἐν ἁρθρῷ 12.

στ) Μὴ συμμόρφωσις πρὸς τοὺς ἀφορώντας μεταβιβάσεις ὁρους τοῦ ἁρθροῦ 23.

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιῇται πάραυτα ἐγγράφως εἰς τὴν Ἑταιρίαν καὶ τὸ πρόστιμον θὰ καταβάλλεται ὑπ' αὐτῆς ἐντὸς 30ῆς ἡμέρας ἀπὸ τῆς τοιαύτης γνωστοποίησεως, ἐφ' ὅσον ὁμοῦ ἡ Ἑταιρεία δὲν ἔχει προβῇ εἰς ἐνεργείας πρὸς θεράπειαν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως της, ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν 30ῆς ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ διακοπῶν πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως ἢ δὲν προσέφυγε ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν βάσει τοῦ ἁρθροῦ 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἧς τὸ ἐδάφιον (γ) τῆς παραγράφου 1 τοῦ παρόντος ἁρθροῦ. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστῇ τὴν ἰσχύϊν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ Διαιτητικοῦ Δικαστηρίου δὲν ἤθελε δικαιωθῇ ἡ Ἑταιρεία, ἡ Ἑταιρεία θὰ δικαιούται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς τὴν Ἑταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις τῆς ἐντὸς τῆς ὡς ἄνω περιόδου, θέλει καθιστᾶ τὴν ἐπιβολὴν τοῦ προστίμου ἄκυρον καὶ μὴ οὖσαν.

ΕΚΠΤΩΣΙΣ :

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

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

β) Μὴ συμμόρφωσις πρὸς ὁριστικὰς ἀποφάσεις ἐκδοθησόμενας ὑπὸ διαιτητικοῦ δικαστηρίου προβλεπομένου ἐν ἄρθρῳ 26 παρ. 2.

γ) Μὴ συμμόρφωσις πρὸς ὅρους ἀφορῶντας μεταβιβάσεις τοῦ ἄρθρου 23.

δ) Μὴ ἀποκατάστασις τῆς ἐγγυήσεως εἰς τὸ ἀρχικὸν ποσὸν τῶν Δολλ. Η.Π.Α. 300.000 ἐντὸς τριμήνου ἀφ' ἧς ἡ ἐγγύησις αὕτη ἤθελε καταστῇ μικροτέρα τῶν Δολλ. Η.Π.Α. 300.000 ἐξ οἷονδήποτε λόγου ὀφειλομένου εἰς πταῖσμα ἢ ἀμέλειαν τῆς Ἑταιρείας καὶ εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης συμβάσεως.

4. Ἡ ἐκπτώσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἄνωτέρω, δυνατόν νὰ ἀφορᾷ εἴτε εἰς ἅπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Ἑταιρείας εἴτε εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Ἑταιρείας ἀναλόγως τοῦ ἀν' ἡ μὴ συμμόρφωσις ἢ παραβάσις τῆς Ἑταιρείας ἀναφέρεται εἰς ὁλόκληρον τὴν Σύμβασιν ἢ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις. Ἐν περιπτώσει ὁλικῆς ἐκπτώσεως ἢ Σύμβασιν θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἐκπτώσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα ὅτι ἡ Ἑταιρεία θὰ ἐκπέσῃ ἐκ τινος ἢ πάντων τῶν ἐκ τῆς Συμβάσεως δικαιωμάτων τῆς θὰ γνωστοποιῇται πᾶσαντα εἰς τὴν Ἑταιρείαν καὶ ἡ ἐκπτώσις θὰ ἰσχύῃ μετὰ 90ντα ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἑταιρεία δὲν ἤρξατο ἐνεργεῖν καὶ δὲν συνεχίζει ταύτας ἀνευ καθυστερήσεων καὶ ἀνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρημένης προθεσμίας τῶν 90 ἡμερῶν, ἡ δὲν κατέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 16 ἐντὸς τῆς εἰρημένης περιόδου, ἐξαίρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως τῆς προβλεπομένης ὑπὸ τοῦ ἐδαφίου (β) τῆς παρ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχύν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαδικασίας διαιτησίας.

Ἐφ' ὅσον διὰ τῆς ἀποφάσεως τοῦ διαιτητικοῦ Δικαστηρίου δὲν ἤθελε δικαιωθῇ ἡ Ἑταιρεία, ἡ Ἑταιρεία θὰ δικαιούται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς τὴν Ἑταιρείαν τῆς τοιαύτης ὁριστικῆς ἀποφάσεως, νὰ συμμορφωθῇ πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις τῆς ἐντὸς τῆς ὡς ἄνω περιόδου, θέλει καθιστᾶ τὴν κήρυξιν τῆς ἐκπτώσεως ἄκυρον καὶ μὴ οὖσαν.

6. Δι' ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ κ. Ὑπουργοῦ τῆς Βιομηχανίας εἰς βάρος τῆς Ἑταιρείας ἡ διὰ τὴν κήρυξιν αὐτῆς ἐκπτώτον ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας δικαιωμάτων τῆς, ἀπαιτεῖται ἀπόφασις Ὑπουργοῦ Βιομηχανίας μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, κερυωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἑταιρείαν ὁμοῦ μετὰ τῆς γνωστοποιήσεως περὶ ἧς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου προειδοποιήσεις δέον νὰ πραγματοποιοῦνται ἐντὸς ἐνὸς ἔτους ἀπὸ ἡμερομηνίας καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνώσιν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἑταιρείας πρὸς τὰς ὑποχρεώσεις τῆς.

ΛΗΕΙΣ :

8. Λύσις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ χωρῇ ἅμα τῇ λήξει τῶν περιόδων καὶ ἀπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἰσχύος, ἀπάντων τῶν δικαιωμάτων ἐξερευνησεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἵτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἑταιρείας δυνάμει τῆς παρούσης Συμβάσεως.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης συμβάσεως διὰ λήξεως (παρ. 8 ἄνωτέρω) ἢ ἐκπτώσεως (παρ. 3, 4 καὶ 5 ἄνωτέρω) ἢ ἐπιστροφῆς (ἄρθρον 20) τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ δικαιούται ἀποζημιώσεως ἢ οἰασδήποτε ἄλλης παροχῆς, λόγῳ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως ὁλικῆς ἐκπτώσεως, ἀπασαι αἱ ὑποχρεώσεις τῆς Ἑταιρείας αἱ συσσωρευθεῖσαι μέχρι τῆς ἡμερομηνίας λήξεως δέον νὰ ἔχουν ἐκπληρωθῇ ὑπὸ τῆς Ἑταιρείας περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3 τοῦ ἄρθρου 20.

* Ἀρθρον 22.

Διάθεσις τῆς ἰδιοκτησίας τῆς Ἑταιρείας

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρείας ἐπὶ οἰασδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν, δι' οἷονδήποτε τῶν ἐν ἄρθρῳ 20 καὶ 21 τῆς παρούσης συμβάσεως ἀναφερομένων λόγων, ἅπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἑταιρείας φρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἢ τμήματος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὁποίων ἔλθῃν τὰ δικαιώματα τῆς Ἑταιρείας εἴτε παραγόντων ὑδρογονάνθρακος ἢ μὴ μετὰ τῶν κεφαλῶν φρεάτων (well-head) καὶ τῶν ὑποστηρίξεων (casing) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα θὰ μεταβιβάζονται εἰς τὸ Ἑλληνικὸν Δημόσιον ἀνευ οὐδεμιᾶς ἀποζημιώσεως.

Ἄπαντα τὰ μὴ παραγωγικὰ φρέατα δέον νὰ κλεισθοῦν (plugged) καταλλήλως ὑπὸ καὶ δι' ἐξόδων τῆς Ἑταιρείας ἅπαντα δὲ τὰ στρώματα ὕδατος δέον νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικὰ φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἑταιρεία δικαιούται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις τῆς, παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ὑλικά, ἐφ' ὅσον τοῦτο δὲν παραβιάπτει ἢ θέτει ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένων, ἡ Ἑταιρεία δικαιούται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἷονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἄλλα δικαιώματα οἰασδήποτε φύσεως καθ' ὅλην τὴν διάρκειαν τῆς παρούσης συμβάσεως, μετὰ τὴν καθ' οἷονδήποτε τρόπον λήξιν ἢ λύσιν αὐτῆς, ἀσχετῶς τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαιώματα εὑρῇται ἐντὸς ἢ ἐκτὸς τῶν ἐρευνητικῶν ἐκτάσεων ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ὑπὸ τῆς Ἑταιρείας.

3. Ἐὰν ὅμως ἡ Ἑταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασδήποτε ἄλλα δικαιώματα οἰασδήποτε φύσεως ἐκ τῶν εὑρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἧς ἔλθῃν τὰ δικαιώματα τῆς Ἑταιρείας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα προτιμήσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἰσχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἧς κατέχει ἡ Ἑταιρεία βάσει τῆς παρούσης συμβάσεως ὡς οὐδεμία πώλησις ἀκινήτων ἀνηκόντων τῇ Ἑταιρείᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται ἀνευ τῆς προηγούμενης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου.

Ἐν περιπτώσει καθ' ἣν δὲν ἤθελε δοθῇ ἡ τοιαύτη ἐγκρίσις ἢ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχεται ἀνευ οἰασδήποτε καταβολῆς εἰς τὸ Ἑλληνικὸν Δημόσιον ἅμα τῇ λήξει τῆς ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐὰν καθ' οἷονδήποτε στιγμὴν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ ἅμα τῇ λήξει ταύτης ἢ Ἑταιρεία διαθέσῃ

διά πωλήσεως την κινητήν ή ακίνητον αὐτῆς περιουσίαν, τότε, ἐφ' ὅσον τὸ προῖόν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἑταιρείας κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυναπτομένου πιν. Β) ἢ τυχὸν διαφορά.

Εἴτε, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρείας τὰ προσερχόμενα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, διαρκούσης τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου, καὶ θὰ θεωρῆται πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης συμβάσεως ὡς ἀκαθάριστον ἔσοδον.

Εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἐξόδων, βαρῶν καὶ τῶν δαπανῶν, τῶν μνημονευμένων ἐν ἄρθρῳ 10 παρ. 5 τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν ὁποίαν ἡ Ἑταιρεία πραγματοποιεῖ τὸ πρῶτον ἀκαθαρίστους εἰσπράξεις ἐκ τῆς πωλήσεως ὑδρογονανθράκων.

Ἀντιθέτως ἐὰν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πωλήσεως περιουσιακοῦ στοιχείου ὑπολείπονται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορὰ εἴτε θὰ ἐκπίπτῃται ἐκ τῶν ἀκαθαρίστων εἰσπράξεων τῆς Ἑταιρείας κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν ὁποίαν ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικότερον καθορίζεται ἐν παρ. 1 ἐδ. (η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔσοδα τοῦ ἄρθρου 10 παρ. 5 τῆς παρούσης συμβάσεως.

6. Ἐὰν ἡ Ἑταιρεία διατηρῇ περιουσιακὰ στοιχεῖα ἐν Ἑλλάδι ἢ ἀλλοῦ κινητὰ ἢ ἀκίνητα δύο εἰσέτι ἔτη μετὰ τὴν λήξιν τῆς Συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιῶνται ὑπὸ τῆς Ἑταιρείας, τὸ προῖόν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμῃται ἐξ ἴσου μεταξύ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, νοουμένου ὅτι τὸ μερίδιον τῆς Ἑταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων, ἐμμέσων ἢ ἀμέσων οἰασδήποτε φύσεως ἢ οἰουδήποτε εἶδους, τελῶν, δασμῶν, κρατήσεων ἢ συνεισφορῶν, ἢ εἰδικῶν φορολογιῶν τακτικῶν ἢ ἐκτάκτων δι' ὠρισμένον σκοπὸν, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ οἰασδήποτε ἑλληνικῆς ἀρχῆς ἢ νομικοῦ προσώπου, καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν ἀποκτηθὲν παρὰ τῆς Ἑταιρείας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἢ ἀκινήτων αὐτῆς καὶ οἰωνδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως συμφώνως τῇ παρ. 2 τοῦ παρόντος ἄρθρου θὰ μετατρέπωνται εἰς δολλ. Η.Π.Α. εἰς τὴν τιμὴν καὶ ὑπὸ τούτων ὅρους τοῦ ἄρθρου 13.

* Ἀρθρον 23.

• Μεταβιβάσεις.

1. Ἡ Ἑταιρεία δικαιούται νὰ ἐκχωρῇ τὴν παροῦσαν σύμβασιν ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάσῃ πάντα τὰ ἐκ ταύτης δικαιωμάτα τῆς ὑπὸ ὅρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς :

α) Εἰς ἐτέραν Ἑταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας.

β) Εἰς ἐτέραν Ἑταιρείαν, ἐλεγχομένην παρὰ τῆς Στάνταρντ Οἶλ Κόμπανυ Ν.Ι. ἢ ὑπὸ ἐτέρας Ἑταιρείας ἐλεγχομένης παρὰ τῆς Στάνταρντ Οἶλ Κόμπανυ Ν.Ι.

γ) Εἰς οἰονδήποτε ἕτερον τρίτον ἐν τοιαύτῃ ὁμῶς περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἥτις κρίσις θὰ περιορίζεται ὡς πρὸς τὸ πρόσωπον φυσικὸν ἢ νομικὸν τοῦ ἐκδοχέως καὶ μόνον.

2. Ὁ Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους Ἑθνικῆς Ἀσφαλείας νὰ ἀπαγορεύσῃ τὰς μεταβιβάσεις τὰς προβλεπομένας ὑπὸ στοιχεῖα 1 (α) καὶ (β), τοῦ παρόντος ἄρθρου.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν (παρ.1) καὶ (β) καθοριζόμενα ἡ Ἑταιρεία θὰ παραμένῃ ὑπεύθυνος ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγγύως

καὶ εἰς ὁλὴν κληρὸν μετὰ τοῦ ἐκδοχέως, διὰ τὴν ἐκπλήρωσιν τῶν ὅρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

* Ἀρθρον 24.

Ἐφαρμοζόμενοι Νόμοι.

1. Ἡ Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἑταιρείαν ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, οὐδὲν διοικητικὸν μέτρον θέλει λύσῃ ἢ καθ' οἷον οἰονδήποτε τρόπον τροποποιήσῃ τὴν παροῦσαν Σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἑταιρείας.

2. Ἡ Ἑταιρεία καὶ αἱ ἐργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκαστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ κανονισμῶν πᾶντως ὅμως μόνον μέχρι τοῦ σημείου κατὰ τὸ ὁποῖον δὲν ἔρχονται εἰς σύγκρουσιν πρὸς τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης συμβάσεως.

Ἐν περιπτώσει συγκρούσεως σημερινῆς ἢ καὶ μελλοντικῆς θὰ κατισχύουν οἱ ὅροι καὶ συμφωνίαι τῆς παρούσης, αἱ δὲ διατάξεις τῶν ὡς ἄνω νόμων καὶ κανονισμῶν αἱ συγκρουόμεναι μὲ τούτους ὅρους καὶ συμφωνίας τῆς παρούσης δὲν θὰ ἔχουν ἰσχύν ὅσον ἀφορᾷ τὴν Ἑταιρείαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

* Ἀρθρον 25.

Ἀνωτέρα βία.

1. Παράλειψις τῆς Ἑταιρείας ὅπως ἐκπληρώσῃ οἰονδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως υποχρεώσεων, δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῆται παράβασις τῆς παρούσης συμβάσεως, ἐφ' ὅσον ἡ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν βίαν. Ὁ ὅρος οὗτος θὰ περιλαμβάνῃ ἄλλ' οὐχὶ περιοριστικῶς πράξεις τοῦ ἐχθροῦ, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαία γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰονδήποτε Κυβερνητικὴν πρᾶξιν ἢ πράξεις ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἐτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἔλεγχον τῆς Ἑταιρείας. Ἐφ' ὅσον συνεπείᾳ τοιαύτης ἀνωτέρας βίας καθυστερεῖται ἡ συμμόρφωσις τῆς Ἑταιρείας, πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως υποχρεώσεις τῆς ἢ ἡ ἀσκήσις τῶν ἐκ ταύτης δικαιωμάτων τῆς, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστέρησεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς υποχρεώσεις ἢ ἀσκήσιν δικαιωμάτων.

2. Ἐὰν ἡ κατάστασις αὕτη ἀνωτέρας βίας ὀφειλομένη εἰς μίαν ἢ εἰς περισσοτέρας αἰτίας συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους ἡ Ἑταιρεία θὰ δικαιούται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν υποχρεώσεων τῆς ἐκ τῆς παρούσης συμβάσεως, ὁπότε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφῳ παραιτήσῃ ἡ παροῦσα σύμβασις θὰ λύεται. Ἐπὶ τῇ τοιαύτῃ παραιτήσῃ ἡ Ἑταιρεία θὰ ἀπαλλάσσεται πασῶν τῶν υποχρεώσεων τῆς πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ Ἑλληνικὸν Δημόσιον ὡς καὶ ἡ Ἑταιρεία δὲν θὰ διατηροῦν οἰασδήποτε ἐναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰουδήποτε τῶν ὅρων τῆς παρούσης συμβάσεως ὑπὸ ἐκατέρου τῶν συμβαλλομένων καὶ θὰ δώσουν ἀμφοτέροι πλήρη καὶ ἀνεπιφύλακτον ἑγγραφὸν ἀπαλλαγῇ.

* Ἀρθρον 26.

Διαιτησία.

1. Ἐξαίρειται τῶν ἐν παρ. 2 τοῦ παρόντος ἄρθρου ἀναφερομένων πᾶσα μετὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας διαφωνία ἀφορῶσα τὴν παροῦσαν σύμβασιν θὰ λύεται ἀποκλειστικῶς διὰ διαιτησίας κατὰ τὰ ἐν ἄρθρῳ 28 τοῦ Νόμου 3948]1959 «περὶ ἀναζητήσεως, ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων».

2. Προκειμένου ὁμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἄρθρῳ 21 δρίζεται, ἢ ἀμφισβητήσεων ἀφορῶν διαφορὰν, διένεξιν ἢ διαφωνίαν ὡς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς συμβάσεως αἵτινες δύνανται νὰ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἄρθρα 3,4,6,12, καὶ 13 ἡ διαιτησία διεξάγεται κατὰ τὸν ἐπόμενον τρόπον.

Ο αιτών την διαιτησίαν δι' έγγραφου άπευθυνομένου και κοινοποιουμένου προς τον έτερον συμβαλλόμενον καθορίζει άκριβώς τα θέματα της διαφορής διενέξεως ή διαφωνίας και όρίζει τον διαιτητήν αυτού, καλών και τον έτερον συμβαλλόμενον όπως προβή εις τον όρισμόν του δευτέρου διαιτητού.

Ο προς όν ή κοινοποιήσις άντισυμβαλλόμενος υποχρεούται όπως έντός προθεσμίας είκοσιν (20) ήμερών από της κοινοποιήσεως προς αυτόν της αίτήσεως διαιτησίας δι' έγγραφου κοινοποιήσεως όρίση τον διαιτητήν αυτόν. Παρελθούσης άπράκτου της προθεσμίας ταύτης τον δεύτερον διαιτητήν διόρίζει ο Πρόεδρος του Διεθνούς Διαρκούς Δικαστηρίου της Χάγης τη αίτήσει του έπισπεύδοντος την διαιτησίαν.

Οι διορισθέντες διαιτηται υποχρεούνται όπως, έντός είκοσιν (20) ήμερών από της κοινοποιήσεως του διορισμού του δευτέρου διαιτητού, εκλέξωσι κοινή συμφωνία τον τρίτον διαιτητήν, όστις θα είναι Πρόεδρος του Διαιτητικού Δικαστηρίου. Μη συμφωνούντων των Διαιτητών εις το Πρόσωπον του τρίτου Διαιτητού ή παρελθούσης άπράκτου της προς διορισμόν αυτού προθεσμίας, διορίζει αυτόν ο Πρόεδρος του Διεθνούς Διαρκούς Δικαστηρίου της Χάγης κατόπιν αίτήσεως των διαιτητών ή του ένός τούτων.

Οι διαιτηται όφείλουσι όπως έντός προθεσμίας δύο (2) μηνών από της κοινοποιήσεως του διορισμού προς τον τρίτον διαιτητήν εκδώσωσι την απόφασίν των. Η προθεσμία αυτή δύναται να παραταθή κοινή συμφωνία του Έλληνικού Δημοσίου και της Έταιρείας.

Οι διαιτηται δέν υποχρεούνται όπως ακολουθήσωσι τυπικήν διαδικασίαν διά την διενέργειαν της διαιτησίας. Δικαιοούνται όπως έξετάξωσι μάρτυρες, ένεργώσιν αυτοψίας, διατάσσωσι πραγματογνωμοσύνας και λαμβάνωσιν ύπ' όψιν οιαδήποτε αποδεικτικά στοιχεία.

Έν περιπτώσει άρνήσεως ή κωλύματος τινός των διαιτητών όπως συνεχίση την διαιτησίαν, αντικαθίσταται ούτος κατά την τρηθεύσαν διά τον διορισμόν του διαδικασίαν. Εις την περίπτωση ταύτην ή προθεσμία προς έκδοσιν της διαιτητικής απόφάσεως άνατέλλεται διά το χρονικόν διάστημα από της έκδηλώσεως του κωλύματος, ή της άρνήσεως, βεβαιουμένης διά πράξεως υπογεγραμμένης υπό των μη κωλυομένων διαιτητών μέχρι της άντικαταστάσεως του κωλυομένου ή άρνούμενου να συνεχίση την διαιτησίαν διαιτητού.

Η άρνησις τινός των διαιτητών όπως υπογράψη την διαιτητικήν απόφασιν δέν ματαιοί την διαιτησίαν.

Η απόφασις των διαιτητών είναι όριστική, τελεσίδικος και άμετάκλητος μη υποκειμένη εις ούδέν τακτικόν ή έκτακτον ένδικον μέσον.

Τα έξοδα της διαιτησίας και ή συνήθης αποζημίωσις των διαιτητών καθοριζόμενα υπό της διαιτητικής αποφάσεως βαρύνουσι τον ήττώμενον έν τη διαδικασία διάδικον.

Άρθρον 27.

Χρήσις ιδιοκτησίας του Έλληνικού Δημοσίου.

Έφ' όσον ή Έταιρεία θα χρησιμοποιή συνεχώς ιδιοκτησίαν κινητήν ή άκίνητον του Έλληνικού Δημοσίου :

α) Συνεπεία άπαλλοτριώσεως κατά τα έν άρθρω 15 όριζόμενα.

β) Βάσει των έτέρων διατάξεων του άρθρου 15 ή

γ) Βάσει οιασδήποτε συμφωνίας μεταξύ Έλληνικού Δημοσίου και της Έταιρείας συναπτομένης κατά την διάρκειαν των εργασιών της Έταιρείας.

Η Έταιρεία αναλαμβάνει την υποχρέωσιν να έπιμελήται διά της ιδιοκτησίας ταύτης ως εάν ήτο ή ίδια ιδιοκτήτρια και να προστατεύη τα συμφέροντα του Έλληνικού Δημοσίου έν σχέσει προς ταύτην έναντι απαιτήσεως οιοδήποτε τρίτου.

Άθρον 28

Εύθνη Έλληνικ ή Δημοσίω. επί ή άρχω δικαιωμάτων ή των παραχωρουμένων περιοχών.

Το Έλληνικόν Δημόσιον δηλοϊ διατού παρίντος ότι πλην των έν άρθρω 1 (α) και (β) αναφερομένων παραχωρήσεως και μισθώσεως, ούδέν έτερον νόμιμον δικαίωμα ή απαίτησις ύφίσταται αναφερόμενον εις τα έρευνητικά δικαιώματα

και τα δικαιώματα εκμεταλλεύσεως των ως άνω τριών περιφερειών εάν δε ήθελεν άξιωθή τοιοϋτον δικαίωμα, το Έλληνικόν Δημόσιον αναλαμβάνει την υποχρέωσιν να προστατεύση τα διά της παρούσης συμβάσεως παραχωρούμενα εις την Έταιρείαν δικαιώματα, και να υπερασπίση τα συμφέροντα της Έταιρείας έναντι τοιούτων απαιτήσεων. Εάν έν τούτοις ή Έταιρεία ήθελεν εκνικηθή υπό τρίτου ή ήθελεν άναγνωρισθή όριστικώς και τελεσιδικώς οιοιδήποτε τοιοϋτον δικαίωμα δι' αποφάσεως Έλληνικού Δικαστηρίου ή άλλως πως, ή Έταιρεία θα έχη το δικαίωμα να καταγγείλη την παρούσαν συμφωνίαν άπαλλασσομένη οιασδήποτε βάσει ταύτης υποχρεώσεώς της, το δε Έλληνικόν Δημόσιον θα υποχρεούται να αποζημιώση την Έταιρείαν διά πών ποσόν διαπανθεν παρ' αυτής βάσει της παρούσης συμβάσεως μέχρι της τοιαύτης λύσεως.

Άρθρον 29.

Διάθεσις εις την αγοράν και διύλισις.

Διάθεσις εις την αγοράν (marketing).

1. Δυνάμει της παρούσης συμβάσεως και άνευ έτέρας διατυπώσεως ή Έταιρεία άποκτά αυτοδικαίως το δικαίωμα της πωλήσεως και διανομής πετρελαιοειδών έν Ελλάδα. Η Έταιρεία θα προμηθεύηται άπαντα τα βασικά προϊόντα πετρελαίου παρά του Έλληνικού Κρατικού Διύλιστηρίου ή έτέρων διύλιστηρίων υπαρχόντων έν Ελλάδα εκ των υπό τούτων βιομηχανοποιουμένων προϊόντων. Η Έταιρεία θα κέκτηται όμως το δικαίωμα της εισαγωγής υπό τους αυτούς προς τους άλλους έμπόρους όρους και μέχρι του ποσού των άναγκών της ίδιας αυτής αγοράς έν Ελλάδα, βενζίνη άεροπλάνων (aviation gasolene) και ειδικά προϊόντα, άτινα δέν βιομηχανοποιούνται υπό του Έλληνικού Κρατικού Διύλιστηρίου.

2. Προς τον ως άνω σκοπόν το Έλληνικόν Δημόσιον θα χορηγήση τη Έταιρεία άνευ άδικαιολογήτου καθυστοήσεως πᾶσαν άδειαν ή έγκρισιν οιασδήποτε φύσεως τυχόν αναγκαίαν τόσον διά την ίδρυσιν και διεξαγωγήν της εργασίας διανομής προϊόντων πετρελαίου έν Ελλάδα διά την έχώριον κατανάλωσιν και διά τον έφοδιασμόν της διεθνούς άεροπορίας και πλοίων διά καυσίμων υπό τους όρους και συνθήκας ούχι όλιγώτερον εύνοϊκάς των παραχωρουμένων προς οιαδήποτε έτέραν έταιρίαν πωλούσαν πετρελαιοειδή έν Ελλάδα περιλαμβανούσας ούχι όμως περιοριστικώς έγκρίσεις και άδειας διά την απόκτησιν, κατασκευήν και εκμετάλλευσιν.

α) Των αναγκαίων αποθηκευτικών έγκαταστάσεων (terminal) διά την παραλαβήν προϊόντων δι' άγωγών εκ του Έλληνικού Κρατικού Διύλιστηρίου ή άλλων διύλιστηρίων ύφισταμένων έν Ελλάδα και την παραλαβήν εκ του έξωτερικού της ως άνω αναφερθείσης βενζίνης άεροπλάνων και ειδικών προϊόντων έξ υπεροντιών πετρελαιοφόρων.

β) Των έν τῷ έσωτερικῷ έγκαταστάσεων αποθηκεύσεως εις χύμα και αποθηκών.

γ) Των έγκαταστάσεων δι' αποθήκευσιν, χειρισμόν και παράδοσιν άεροπορικών καυσίμων (fuel) εις άπαντας τους έμπορικώς άερολιμένας έν Ελλάδα.

δ) Αποθηκευτικών μέσων (bunker facilities) διά την πώλησιν και παράδοσιν καυσίμων και λιπαντικών εις πλοία χρησιμοποιούμενα διά το διεθνές ναυτικόν έμπόριον, υπό τον όρον ότι παρόμοιαι έγκρίσεις ή άδειαι έχουσι παραχωρηθή εις διανομείς πετρελαιοειδών έν Ελλάδα.

3. Ός προς τα πρατήρια διανομής καυσίμων.

α) Η Έταιρεία θα έχη το δικαίωμα όπως κατόπιν έλευθέρων διαπραγματεύσεων συμβάλληται μετά κατόχων άδειών πρατηρίων διανομής καυσίμων (έφεξης καλουμένων έν τη παρούση παραγράφω «άδειών») διά διανομήν των προϊόντων της μέσω τούτων καθ' όλην την Ελλάδα, κατά την κειμένην Νομοθεσίαν ως και όπως εις άς περιφέρειας δέν ύφίστανται περιορισμοί ως προς τον αριθμόν «άδειών», νέαι «άδειαι» εκδίδονται κατά τους γενικώς έφαρμοστέους κανονισμούς, εις πρόσωπα άτινα έπιθυμοϋσι να συνάψωσι σύμβασιν μετά της Έταιρείας διά την διανομήν των προϊόντων της. Αι κατά το έδάφιον τούτο και το έπόμενο έδάφιον (β) συναπτόμεναι συμβάσεις καθίστανται ένεργοι μετά την

παρά της 'Εταιρίας κατασκευήν και άποπεράτωσιν μέσωσιν άποθηκεύσεως αναλόγων πρὸς τὰς ἀνάγκας της καὶ συμφώνων πρὸς τοὺς ἐκάστοτε ἰσχύοντας ἐν 'Ελλάδι δι' ἅπαντας τοὺς διανομείς πετρελαιοειδῶν κανονισμούς.

β) Δεδομένου ὅτι τὸ πρῶτον ἡ 'Εταιρία ἐγκαθίσταται ἐν τῇ Χώρα καὶ εἶναι ἐνδεχόμενον, προκειμένου περὶ τῶν περιοχῶν ὅπου ὁ ἀριθμὸς τῶν «ἀδειῶν» εἶναι περιορισμένος, νὰ συναντήσῃ ἀνυπερβλήτους δυσκολίας ἵνα ἐπιτύχῃ ὑπὸ ὁμαλοῦς ἐμπορικοῦς ὁρους τὴν συνάψιν συμφωνιῶν μετ' ἀριθμὸν τινα κατόχων «ἀδειῶν» οὕτως ὥστε νὰ καθίσταται δυνατὴ ἡ ἄσκησις τῆς δραστηριότητος αὐτῆς, συμφωνεῖται ὅτι τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγήσῃ ἐπὶ μίαν πενταετίαν ἀπὸ τῆς συμπληρώσεως παρὰ τῆς 'Εταιρίας τῆς πρώτης βαθείας γεωτρήσεως (ὡς ὁρίζεται αὕτη ἐν ἄρθρῳ 4 παρ. 8 τῆς παρούσης συμβάσεως) εἰς τὰ πρὸς τοῦτο κατὰ τὴν κρίσιν του κατάλληλα καὶ ἀποδεκτὰ εἰς τὴν 'Εταιρίαν πρόσκαιρα, ἀριθμὸν «ἀδειῶν» διαλαμβάνουσιν τὸν ὅρον ὅτι θὰ ὦσι χρησιμοποιοῦνται διὰ τὴν ἀποκλειστικὴν διανομὴν τῶν προϊόντων τῆς 'Εταιρίας. Ὁ ἀριθμὸς τῶν οὕτω χορηγηθησομένων «ἀδειῶν» ἐτησίως (καὶ δὴ εἰς τὴν ἀρχὴν ἐκάστου ἔτους ἐπομένου τῆς συμπληρώσεως τῆς πρώτης βαθείας γεωτρήσεως) θὰ εἶναι ἴσος πρὸς τὸ 1 ο)ο τοῦ ἀριθμοῦ τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην τῶν περιοχῶν τούτων, οὕτως ὥστε ὁ ἀριθμὸς αὐτῶν κατὰ τὴν λήξιν τῆς πενταετίας νὰ μὴ ὑπερβαίνει ἐν συνόλῳ τὸ 5 ο)ο τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην τῶν περιοχῶν τούτων.

Κλάσμη τυχὸν μεγαλύτερον τοῦ ἡμίσεος τῆς ἀκεραίας μονάδος ἡ ὁποία ἀπαιτεῖται διὰ τὴν χορήγησιν μιᾶς ἀδείας θὰ θεωρῆται ἴσον πρὸς μίαν ἀκεραίαν μονάδα.

Ἐὰν τὸ σύνολον τῶν συμβεβλημένων μετὰ τῆς 'Εταιρίας κατόχων «ἀδειῶν» δι' ἐκάστην τῶν περιοχῶν τούτων φθάσῃ τὸ 10 ο)ο τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην περιοχὴν, συνυπολογιζομένων διὰ τὸν σχηματισμὸν τοῦ ποσοστοῦ τοῦτου καὶ τῶν κατὰ τὸ παρὸν ἐδάφιον (β) χορηγηθεισῶν «ἀδειῶν», τὸ Δημόσιον, ἅμα τῇ συμπληρώσει ὁποτεδήποτε τοῦ ποσοστοῦ τοῦτου, ἀπαλλάσσεται πάσης περαιτέρω ὑποχρέωσεως πρὸς χορήγησιν «ἀδειῶν» κατὰ τὸ παρὸν ἐδάφιον (β).

γ) Συμφωνεῖται ἐπίσης ὅτι αἱ διατάξεις τοῦ παρόντος ἐδαφίου θὰ τελῶσιν ὑπὸ τὴν ἀπαραίτητον προϋπόθεσιν ὅτι διὰ τὴν ἐκάστοτε ἐκδοσιν τῶν κατὰ τὸ παρὸν ἐδάφιον «ἀδειῶν» δέον ἀπαραιτήτως νὰ ἔχῃ ἀποπερατωθῇ ὑπὸ τῆς 'Εταιρίας μία βαθεῖα γεωτρήσις ἐτησίως (ὡς ὁρίζεται ἐν ἄρθρῳ 4 παρ. 8) συμφωνουμένου περαιτέρω ὅτι, οἰαδήποτε βαθεῖα γεωτρήσις γενομένη ἐπὶ πλεόν τῆς μιᾶς κατ' ἐκαστον ἔτος, θέλει ὑπολογίζεται διὰ τὴν ἐφαρμογὴν τοῦ παρόντος ἐδαφίου (β) εἰς τὸ ἐπόμενον ἔτος ἢ ἔτη. Ἐννοεῖται περαιτέρω ὅτι μετὰ τὴν ὑπὸ τοῦ 'Ελληνικοῦ Δημοσίου συμφωρῶσιν πρὸς τοὺς ὁρους τοῦ παρόντος ἐδαφίου β, ἡ 'Εταιρία θὰ ἐξακολουθῇ τὴν διεξαγωγὴν τῶν ἐργασιῶν αὐτῆς διανομῆς, ὑπὸ τοὺς αὐτοὺς ὁρους ὅφ' οἷς οἰοσδήποτε ἕτερος πωλητὴς πετρελαιοειδῶν ἐν 'Ελλάδι.

Διῦλισις :

4. Α. Ἐὰν κατ' οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως, ἡ παραγωγὴ ἐγγωρίου ἀργοῦ πετρελαίου παρὰ τῆς 'Εταιρίας φθάσῃ εἰς ἐπίπεδον τοιούτον ὥστε νὰ δικαιῶται νὰ ἐξάγῃ ἀργὸν πετρέλαιον, αὕτη θὰ κέκτῃται ὡσαύτως τὸ διαίωμα νὰ ἀνεγείρῃ καὶ τηρῇ ἐν λειτουργίᾳ διῦλιστήριον διὰ τὴν διῦλιν ἐν αὐτῷ τοῦ ἀργοῦ πετρελαίου ὅπερ δικαιῶται νὰ ἐξάγῃ, ὡς καὶ νὰ ἐξάγῃ τὰ προϊόντα πετρελαίου τὰ προσερχόμενα ἐκ τοῦ ἀργοῦ τοῦτου πετρελαίου.

Β. Ἐὰν κατ' οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης συμβάσεως αἱ ἀνάγκαι τῆς ἐγγωρίου ἀγορᾶς δὲν καλύπτονται ἀπὸ τὴν παραγωγὴν τῶν τότε ὑπαρχόντων διῦλιστηρίων ἢ ἐξ παραγωγῆς τῆς 'Εταιρίας ἐγγωρίου ἀργοῦ πετρελαίου εἶναι ἀνωτέρω τῆς δυναμικότητος τῶν ὑπαρχόντων τότε διῦλιστηρίων, τὸ 'Ελληνικὸν Δημόσιον ὑποχρεοῦται :

α) Εἴτε νὰ χορηγήσῃ τῇ 'Εταιρίᾳ ἄδειαν ἀνεγέρσεως καὶ ἐκμεταλλεύσεως διῦλιστηρίου διὰ τὴν διῦλιν τῶν ποσο-

τήτων ἀργοῦ πετρελαίου κατ' ἃς αἱ ἀνάγκαι τῆς ἐγγωρίου ἀγορᾶς ἢ ἡ παραγωγὴ ἀργοῦ πετρελαίου τῆς 'Εταιρίας (οἰαδήποτε τῶν ποσοτήτων τούτων εἶναι μικρότερα) ὑπερβαίνει τὴν δυναμικότητα τῶν ὑφισταμένων τότε διῦλιστηρίων ἢ

β) νὰ ἐπιτρέψῃ εἰς τὴν 'Εταιρίαν νὰ χρησιμοποίησῃ τὸ ἴδιόν της διῦλιστήριον τὸ ἀνεγερθὲν κατὰ τὰ ἀνωτέρω ὑπὸ στοιχ. Α καὶ διὰ τοὺς ὑπὸ στοιχεῖον (α) ὡς ἀνω ἀναφερομένους σκοποὺς.

Νοεῖται ἐν τούτοις ὅτι αἱ ὑπὸ στοιχεῖα Β (α) καὶ (β) διατάξεις θὰ τυγχάνουν ἐφαρμογῆς μόνον ἐφ' ὅσον ἡ 'Εταιρία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν 'Ελλάδι ἢ ἐὰν ἕτεροι παραγωγοὶ ἐγγωρίου ἀργοῦ πετρελαίου ἀνακαλύψαντες ἀργὸν πετρέλαιον πρὸ τῆς 'Εταιρίας δὲν ἐπιθυμοῦν νὰ ἀσκήσουν τὰ ἀνωτέρω ὑπὸ στοιχ. Β (α) καὶ (β) δικαιώματα.

Γ.— Εἰς τὰς προβλεπομένας ὑπὸ στοιχ. Α καὶ Β περιπτώσεις τὸ 'Ελληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν ἀνέγερσιν καὶ ἐκμετάλλευσιν τῶν ἐν τῷ παρόντι ἄρθρῳ ἀναφερομένων διῦλιστηρίων ὑπὸ ὁρους καὶ προϋποθέσεις συμφωνηθησομένους τότε οὐχὶ ὅμως ὀλιγώτερον εὐνοϊκοὺς διὰ τὴν 'Εταιρίαν τῶν παραχωρηθέντων πρὸς ἕτερα διῦλιστήρια ἐξαιρέσει τοῦ 'Ελληνικοῦ Κρατικοῦ Διῦλιστηρίου.

Δ.— Ὁ ὅρος «'Ελληνικὰ Κρατικὰ Διῦλιστήρια» θὰ ἐρμηνεύεται ἐν τῇ παρούσῃ συμβάσει ὡς σημαίνων τὸ ὑπάρχον σήμερον διῦλιστήριον ἰδιοκτησίας τοῦ 'Ελληνικοῦ Δημοσίου, ἔστω καὶ ἂν τοῦτο ἐκχωρηθῇ μελλοντικῶς πρὸς τρίτον.

Ε.— Ἀπαντὰ τὰ δικαιώματα τῆς 'Εταιρίας συμφώνως τῷ παρόντι ἄρθρῳ θὰ δύνανται νὰ ἀσκηθῶσι εἴτε παρ' αὐτῆς ταύτης τῆς 'Εταιρίας εἴτε παρὰ συγγενῶν ἢ ἐξαρτωμένης ἐκ ταύτης 'Εταιριῶν ἢ 'Εταιρίας.

Ἄρθρον 30.

Ἐ γ γ ὅ η σ ι ς

1. Ἡ 'Εταιρία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ 'Ελληνικὸν Δημόσιον (Διεύθυνσιν Δημοσίων Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας), ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς υπογραφῆς τῆς παρούσης Συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπεζῆς διὰ ποσὸν Δολλ. Η.Π.Α. 300.000.— Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς 'Εταιρίας, τὰς ληξέουσας οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ 'Ελληνικὸν Δημόσιον κατ' ὅλην τὴν διάρκειαν τῆς συμβάσεως, θὰ δύναται δὲ νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὀριστικῶς πληρωτέα παρὰ τῆς 'Εταιρίας, κατὰ τοὺς ὁρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἓνα μῆνα ἀφ' ἧς ταῦτα κατέστησαν ὀριστικῶς πληρωτέα.

Ἐὰν δι' οἰανδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἤθελε καταστῇ κατώτερον τῶν \$ 300.000.— ἡ 'Εταιρία ὑποχρεοῦται νὰ συμπληροῖ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ ἐντὸς 3 μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικρότερα τῶν \$ 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένη διὰ ἐδαφίου (δ) τῆς παρ. 3 τοῦ ἄρθρου 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγυήσις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἀνω ὁρους καὶ ἐν περιπτώσει κατ' ἣν ἤθελε λάβει χώραν ἐκχώρησις κατ' ἐφαρμογὴν τοῦ ἄρθρου 23 παρ. 1 ἐδαφ. (α) καὶ (β) τῆς παρούσης συμβάσεως.

2. Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παρ. 1 τοῦ παρόντος ἄρθρου ἐγγυητικῆς ἐπιστολῆς καθιστᾷ ἀνέγκυρον τὴν παροῦσαν σύμβασιν ἥτις καὶ θὰ θεωρῆται ὡς οὐδέποτε γενομένη.

Ἄρθρον 31.

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

Ἡ παρούσα σύμβασις ὡς καὶ αἱ κατὰ τὸ ἄρθρον 21 τοῦ παρόντος μεταβιβάσεις ἀπαλλάσσονται δυνάμει τοῦ ἄρθρου 27 τοῦ Ν. 3948]1959 τῶν τελῶν χαρτοσήμου καὶ πάσης φύσεως ὑπὲρ τοῦ Δημοσίου καὶ τρίτων εἰσφορῶν δικαιωμάτων καὶ λοιπῶν ἐπιβαρύνσεων.

"Αρθρον 32.

Ἀρχὴ ἡ χύος τῆς παρούσης.

1. Ἡ παρούσα σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγχαίρου καταθέσεως τῆς ἐν ἄρθρῳ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἣν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τοῦ κυροῦντος ταύτην Νόμου, ἀρχεται ἡ ἰσχύος καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παρούσα σύμβασις ἤθελε κυρωθῇ μετὰ τροποποιήσεις ἢ Ἐταιρεία δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ ὁλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὅμως αὕτη νὰ δηλώσῃ ἐγγράφως ὅτι δὲν ἀποδέχεται τὰς τροποποιήσεις ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως δημοσιεύσεως τοῦ νόμου τοῦ κυροῦντος τὴν σύμβασιν ὡς ἐτροποιοίηθ.

Ἐν περιπτώσει καθ' ἣν τοιαύτη μὴ ἀποδοχὴ δὲν ὑποβληθῇ ἐμπροθέσμως ἢ Ἐταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς νομοθετικῆς ἐξουσίας τῶν ὄρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας, ἡ ἰσχύς τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

"Αρθρον 33.

Κοινοποιήσεις.

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

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

Εἰς Ὑπουργεῖον Βιομηχανίας
Διεύθυνσιν Δημοσίων Μεταλλείων
Ἀθῆναι, Ἑλλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν Esso Hellenic Inc. Ἀθῆναι, φροντίδι τῶν Κ. καὶ Β. Λαμπαδαρίου ὁδὸς Ἀργεντινῆς Δημοκρατίας 34, ὀριζόμενων ἀντικλήτων.

Ἐν ἀνακλήσει τῶν ὡς ἄνω ἀντικλήτων ἡ Ἐταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνοματεπώνυμον καὶ τὴν δῆλσιν τοῦ νέου ἀντικλήτου ὅστις δέον νὰ ᾖ κάτοικος Ἀθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τοὺς ἀνωτέρω ἀντικλήτους.

"Αρθρον 34.

Ἡ ΕΣΣΟ ΕΛΛΕΝΙΚ ΙΝΚ δηλοῖ ὅτι ὁ μόνος μέτοχος ταύτης ἔσται ἡ Στάνταρντ Οἶλ Κόμπανυ τῆς Νέας Ὑερσέης, κατὰ πρωτοβουλίαν τῆς ὁποίας ὁργανώθη, ἔλαβε πλήρη γνώσιν τῶν ὄρων τῆς παρούσης συμβάσεως.

Δι' ἰδιαιτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς σχέδιον ἐπιστολῆς ταύτης καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἐταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων, ἡ Στάνταρντ Οἶλ Κόμπανυ (Νέας Ὑερσέης) ἀναλαμβάνει τὴν ὑποχρέωσιν, κατὰ τὰς λεπτομερεῖς δηλώσεις τῆς τὰς περιεχομένης εἰς τὴν ἐπιστολὴν ταύτην, ὅπως ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ νόμου νὰ παρᾶσχη, καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, εἰς τὴν ΕΣΣΟ ΕΛΛΕΝΙΚ ΙΝΚ. ἢ ἐν περιπτώσει μεταβιβάσεως εἰς τὸ κατὰ τὰ ἐν ἄρθρῳ 23 παρ. 1 ἐδ. α' καὶ β' τῆς παρούσης συμβάσεως καθοριζόμενον πρόσωπον πρὸς ὃ ἢ μεταβίβασις, πᾶσαν ἀναγκαῖαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν πρὸς πραγματοποιήσιν τῶν σκοπῶν τῆς παρούσης συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεων τῆς κατὰ τὰ εἰδικώτερον ἐν τῷ ὡς ἄνω σχεδίῳ τῆς ἐπιστολῆς ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη ΕΣΣΟ ΕΛΛΕΝΙΚ ΙΝΚ. ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον (Ὑπουργεῖον Βιομηχανίας Διεύ-

θυνσιν Δημοσίων Μεταλλείων) τὴν ἐπιστολὴν ταύτην ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου, ἡ παρούσα Σύμβασις θὰ θεωρῆται ὡς ἄκυρος μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

"Αρθρον 35.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παρᾶσχη, πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἄρθρῳ 4 τῆς παρούσης συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «Περὶ Προσελκύσεως καὶ Προστασίας Κεφαλαίων Ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα πάσης φύσεως καὶ μορφῆς κεφάλαια τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζόμενων σκοπῶν καὶ κατὰ τὴν ὑπ' αὐτοῦ ὀριζομένην διαδικασίαν.

"Αρθρον 36.

Πᾶσα χρηματικὴ ἀπαίτησις τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἐταιρείας κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τοῦτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἐταιρείαν.

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

"Αρθρον 37.

Ἡ παρούσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν, ἀμφοτέρω δὲ τὰ κείμενα θεωροῦνται ἴσης ἰσχύος.

ΕἰΣ ΠΙΣΤΩΣΙΝ τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἐταιρεία ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παρούσαν Σύμβασιν καὶ ἔθεσαν ἀντιστοίχως τὴν σφραγίδα των.

Ἐν Ἀθῆναις τῇ 11 Δεκεμβρίου 1959

ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ
ΔΙΑ ΤΟ ΕΛΛΗΝΙΚΟΝ ΔΗΜΟΣΙΟΝ
N. ΜΑΡΤΗΣ
ΔΙΑ ΤΗΝ ESSO ELLENIC INC.
A. ΜΙΛΑΡ

ΠΙΝΑΞ Β'.

ΚΟΣΤΟΣ — ΕΞΟΔΑ — ΒΑΡΗ

1. Τὰ στοιχεῖα τοῦ κόστους, ἐξόδα καὶ βάρη τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 10 τῆς Συμβάσεως εἰς τὴν προσαρτᾶται (ὁ παρὼν) ἔχουν ὡς ἀκολουθῶς :

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

β) Διοικητικὰ ἐξόδα, γενικὰ ἐξίδια καὶ τὰ ἐξόδα ἐγκαταστάσεως συμπεριλαμβανομένων τῶν συνεισφορῶν τῶν τελῶν διὰ διπλώματα εὐρεσιτεχνίας δαπάνας ἀδειῶν καὶ δαπανῶν δι' ἐρευνᾶς.

γ) Ἀποσβέσεις πρὸς εἶκσι τοῖς ἑκατὸν (20 ο.μ.) κατ' ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ. (ὡς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἑν τρίτον (33 1/3 ο.μ.) κατ' ἔτος τῶν δαπανῶν αἰτινες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ὡς π.χ. ἐξόδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἐρευνῶν).

Ἡ ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5 ο.μ. ἐτησίως ἢ δὲ δι' ἀγωγούς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10 ο.μ. ἐτησίως. Τυχὸν εὐνοϊκώτερα ποσοστὰ ἀποσβέσεως ἢ ἄλλα φορολογικὰ κίνητρα ἰσχύοντα ἢ εἰς τὸ μέλλον παρασχεθῆσόμενα δὲν θέλουσι ἔχῃ ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζονται ἐπὶ ὁμοειδῶν ἐπιχειρήσεων.

δ) Έξοδα πώλησεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτειῶν καὶ δαπανῶν τῆς ὑπηρεσίας πώλησεως.

ε) Ζημὶαι προερχόμεναι ἀπὸ βλάβην ἢ καταστροφὴν ἢ ἀπώλειαν περιουσιακῶν στοιχείων χρησιμοποιοῦντων, παραχθέντων, κατασκευασθέντων ἢ πωληθέντων καὶ αἰτίνας δὲν ἀπεζημιώθησαν ὑπὸ ἀσφαλείας ἢ ἄλλως, συμπεριλαμβανομένων ζημιῶν ἐξ ἐπισημασθέντων ἀπαιτήσεων, ἀπαιτήσεων ἀποζημιώσεως καὶ διαφορῶν μεταξὺ τιμῆς κατὰ τὴν μετατροπὴν συναλλάγματος.

στ) Τόκοι ἐπὶ χρεῶν πρὸς τρίτους. Ρητῶς ἐξαιρουμένου ὅμως τοῦ καταλογισμοῦ τόκων ἐπὶ τῶν ὑπὸ τῆς Ἑταιρείας, μητρὸς παρεχομένων δανείων ἢ ἄλλων χρηματοδοτήσεων.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ ὑπηρεσίας ἄλλων εἴτε α) ὀφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς ἐνδιαφερομένους εἴτε β) ὀφειλόμεναι ἢ πληρωνόμεναι διὰ λογαριασμῶν τῶν ἐνδιαφερομένων μέσω ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἄλλων ταμείων.

η) Ἡ μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκαταλειφθέντων ἢ ἄλλως πῶς διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἐξόδων γεωτρήσεως φρεάτων, μὴ παραγωγικῶν ὑδρογονανθράκων εἰς ποσότητος ἐμπορικῶς ἐκμεταλλευσίμων.

θ) Μισθώματα ἢ ἕτεροι καταβολαὶ εἰς τρίτους διὰ τὴν χρῆσιν οἰωνδήποτε περιουσιακῶν στοιχείων, ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλισμοῦ κ.λ.π., (ἡ ἐν σχέσει πρὸς τὴν χρῆσιν τούτων) ἀποσβέσεις, ὡς αὗται προβλέπονται ἐν παραγράφῳ 4 τοῦ παρόντος πίνακος Β.

ξ) Καθαραὶ ζημὶαι ἐκ τῶν ἐργασιῶν κατὰ τὰ ἐν παραγράφῳ 6 τοῦ ἀρθροῦ 10 τῆς παρούσης συμβάσεως προβλεπόμενα.

λ) Καταβολαὶ διὰ στρεμματικούς φόρους ὡς αὗται προβλέπονται ἐν ἀρθρῷ 8 τῆς παρούσης συμβάσεως.

μ) «Δαπάναι δι' ἐρευνητικὰς ἐργασίας καὶ αὐτοὶ δαπάναι γεωτρήσεως» (ὡς αὗται καθορίζονται εἰς τὴν παράγραφον 3 τοῦ παρόντος πίνακος) ἐφ' ὅσον ἡ Ἑταιρεία ἀποφασίσῃ τὴν κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν ἀπόσβεσιν τῶν κατὰ τὰ ἐν παραγράφῳ 2 τοῦ παρόντος Πίνακος καθοριζόμενα.

ν) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαία διὰ τὴν ἐργασίαν, ἥς ἡ ἐκπτώσις ἐπιτρέπεται ὑπὸ τῆς ἐκάστοτε Ἑλληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν Ἀνωνύμων Ἑταιρειῶν.

2. «Τὰς Δαπάνας δι' ἐρευνητικὰς ἐργασίας» καὶ αὐτοὺς δαπάνας διὰ γεωτρήσεις ὡς αὗται καθορίζονται ἐν παραγράφῳ 3 τοῦ παρόντος Πίνακος, πραγματοποιούμενας μετὰ τὴν ὑπὸ τῆς Ἑταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θὰ δικαιούται ἡ Ἑταιρεία εἴτε νὰ ἐκπίπτῃ κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβεσιν ὡς ἐν παραγράφῳ 4 τοῦ παρόντος

προβλέπεται. Ἡ σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἢ κεφαλαιοποιήσεώς των θὰ λαμβάνηται κατ' ἔτος παρὰ τῆς Ἑταιρείας δι' ἐκάστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιιοῦνται.

3. Διὰ τὴν ἐφχρημογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β καθοριζόμενων ὁ ὅρος «Δαπάναι δι' ἐρευνητικὰς ἐργασίας» θὰ θεωρῆται περιλαμβανῶν ἀπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεώς του ἢ τὰς σχετιζόμενας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ ὑλικά χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ διὰ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ διὰ πλαίσια ὑποστηρίξεως φρεάτων (casings) ἀποθηκευτικούς χώρους, κινητήρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου τούτου θὰ περιλαμβάνωνται δαπάναι σχετιζόμεναι πρὸς προκαταρκτικὰς ἐρεῦνας καὶ χωρομετρήσεις γῆρας, ἐναερίου ἢ θαλασσίας, ἄπασαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτάσματος ὑδρογονανθράκων.

Ὁ ὅρος «Αὐτοὶ δαπάναι γεωτρήσεως» θὰ ἐρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην δι' ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (handling) ἐφόδια καὶ ὑλικά διὰ τὰς ἢ σχετικὰ πρὸς γεωτρήσεις, καθαρισμὸν, ἐκβάθυσιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικά χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις, ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ διὰ πλαίσια ὑποστηρίξεως φρεάτων, (casings) ἀποθηκευτικούς χώρους, κινητήρας, λέβητας, μηχανήματα κ.λ.π.

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

4. Ἐφ' ὅσον ἡ Ἑταιρεία ἀποφασίσῃ νὰ κεφαλαιοποιῇ οἰασδήποτε «δαπάνας ἐρευνητικῶν ἐργασιῶν» καὶ αὐτοὺς δαπάνας γεωτρήσεως κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παραγράφου 2 τοῦ παρόντος Πίνακος αἱ οὕτω κεφαλαιοποιούμεναι δαπάναι θὰ ἀποσβένυνται παρὰ τῆς Ἑταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως καθ' ἣν πραγματοποιιοῦνται αὗται.

N. MARTHS
A. MIALEP

AGREEMENT
FOR
THE EXPLORATION FOR AND DEVELOPMENT
OF LIQUID AND GASEOUS HYDROCAR-
BONS IN GREECE
PREAMBLE

WHEREAS, preliminary discussions were held in Athens between representatives of the Greek State and of Standard Oil Company (New Jersey) regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

WHEREAS, on June 2nd, 1959 and June 4th, 1959 respectively, letters were exchanged between the Minister of Industry and the Standard Oil Company (New Jersey), outlining the basic principles of a proposed Agreement, pursuant to the provisions of Article 5 of Law 3948/59 regarding a direct Agreement, and

WHEREAS, it was agreed that such direct Agreement, to be ratified by Law, would be concluded between the Greek State and a wholly owned American subsidiary of the Standard Oil Company (New Jersey) to be specially created for this purpose by it, and

WHEREAS, on July 23rd, 1959, ESSO HELLENIC INC. a wholly owned subsidiary of Standard Oil Company (New Jersey) was incorporated under the Laws of the State of Delaware of the United States of America for the above mentioned purposes, with its registered office in Wilmington, Delaware, U.S.A.

NOW THEREFORE
BETWEEN

1. The KINGDOM OF GREECE, hereinafter referred to as the «Greek State» represented by the Minister of Industry, Mr. Nicholas Martis,
and

2. ESSO HELLENIC INC. hereinafter referred to as the «Corporation» or the «Lessee», represented by its attorney-in-fact, Dr. Alexander Miller, acting by virtue of a Special Power of Attorney granted by the Corporation on July 30, 1959, attached hereto in the original and an official translation,

the present Agreement, pursuant to the concurring opinion of the Council of Mines, has been concluded under the following terms and conditions :

Article 1

ORIGINAL EXPLORATION AREAS

For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to the Corporation the following three original exploration areas :

Area I of Paxi and Antipaxi (ABCDEFGHIJA)

Point	Latitude	Longitude East of Greenwich
A	39° 17' 30"	20° 02' 30"
B	39° 17' 30"	20° 17' 30"
C	39° 05' 00"	20° 17' 30"
D	39° 05' 00"	20° 12' 30"
E	39° 07' 30"	20° 12' 30"
F	39° 07' 30"	20° 07' 30"
G	39° 10' 00"	20° 07' 30"
H	39° 10' 00"	20° 05' 00"
I	39° 12' 30"	20° 05' 00"
J	39° 12' 30"	20° 02' 30"

Area II of Zakynthos-Killini
(ABCDEFGHIJKLMNOFQRSTUVWXYZA)

A	37° 57' 30"	20° 35' 00"
B	37° 57' 30"	20° 50' 00"
C	37° 55' 00"	20° 50' 00"

D	37° 55' 00"	20° 55' 00"
E	37° 52' 30"	20° 55' 00"
F	37° 52' 30"	20° 57' 30"
G	37° 50' 00"	20° 57' 30"
H	37° 50' 00"	21° 05' 00"
I	38° 00' 00"	21° 05' 00"
J	38° 00' 00"	21° 22' 30"
K	37° 50' 00"	21° 22' 30"
L	37° 47' 30"	21° 17' 30"
M	37° 45' 00"	21° 17' 30"
N	37° 45' 00"	21° 05' 00"
O	37° 40' 00"	21° 05' 00"
P	37° 40' 00"	20° 55' 00"
Q	37° 37' 30"	20° 55' 00"
R	37° 37' 30"	20° 45' 00"
S	37° 40' 00"	20° 45' 00"
T	37° 40' 00"	20° 40' 00"
V	37° 42' 30"	20° 40' 00"
V	37° 42' 30"	20° 37' 30"
W	37° 45' 00"	20° 37' 30"
X	37° 45' 00"	20° 35' 00"

Area III of Pylos (ABCDEFGHIJKLMNQPORA)

A	37° 15' 00"	21° 32' 30"
B	37° 15' 00"	21° 45' 00"
C	37° 05' 00"	21° 45' 00"
D	37° 05' 00"	21° 51' 00"
E	36° 55' 00"	21° 51' 00"
F	36° 55' 00"	21° 57' 30"
G	36° 42' 30"	21° 57' 30"
H	36° 42' 30"	21° 55' 00"
I	36° 40' 00"	21° 55' 00"
J	36° 40' 00"	21° 40' 00"
K	36° 52' 30"	21° 40' 00"
L	36° 52' 30"	21° 37' 30"
M	36° 57' 30"	21° 37' 30"
N	36° 57' 30"	21° 32' 30"
O	37° 00' 00"	21° 32' 30"
P	37° 00' 00"	21° 30' 00"
Q	37° 12' 30"	21° 30' 00"
R	37° 12' 30"	21° 32' 30"

On the attached maps I, II and III Scale 1/250.000, constituting an integral part of the present Agreement and attached hereto as Schedule A, the above described original exploration areas are marked by a red line.

The Greek State declares that within the thus conceded areas the following concessions in favor of third parties exist:

a) The Concession No. 3 in the Province of Zakynthos with a surface of 987 stremmas, in the name of Dionisios Kolaitis at Keri location.

b) The lease of hydrocarbons by virtue of Contract No. 6660/1933 of the Athens Notary Public Zaf. Mousakis to the above mentioned D. Kolaitis on a Concession area of 970 stremmas to which the initially conceded entire area of the Province of Zakynthos has been finally reduced.

On these areas the Corporation is not entitled to carry out operations today. It is, however, expressly declared by the Greek State that if these areas were to be freed from their present possessors, they would be included automatically in the present Agreement, all the terms of the present Agreement being applicable also to them. Certified copies of the Concession and Lease mentioned under a) and b) above and of maps showing the location of the areas on which rights still exist have been supplied to the Corporation by

etter of the Ministry of Industry, dated December 10th, 1959, Prot. No 101, 632]2222.

Article 2.

RIGHT TO RENEWAL AND REDUCTIONS OF THE ORIGINAL EXPLORATION AREAS

1. The three original exploration areas are granted to the Corporation for a period of two years from the effective date of this Agreement.

2. a) At least one month before the end of the second year the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the second year. The areas to be so surrendered shall measure at least fifty per cent of the area of each of the three original exploration areas, except as provided in the following sub-item b).

b) Notwithstanding the foregoing stipulation the Corporation may elect in its discretion to surrender at the end of the second year more or less than 50 per cent of each of the three areas, provided the total of the areas surrendered is not less than 50 per cent of the total area of the three original exploration areas. However, in this case the investment obligations of the Corporation during the first renewal period of three years shall be increased as stated in Article 3, item 3), sub-item a) of this Agreement.

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

4. a) One month before the end of the fifth year from the effective date of this Agreement (end of the first renewal period) the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fifth year. The areas to be so surrendered shall measure at least 25 per cent of the area of each of the three original exploration areas, except as provided for in the following sub-item b).

b) Notwithstanding the foregoing stipulation the Corporation may elect to surrender at the end of the fifth year from the effective date of this Agreement more or less than 25 per cent of each of the three original exploration areas, provided the total of the areas so surrendered is not less than 25 per cent of the total area of the three original exploration areas. However, in this case, the investment obligations of the Corporation during the second renewal period shall be increased as stated in Article 3, item 3), sub-item b).

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

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

7. If at any time during the first eight years from the effective date of this Agreement the Corporation makes a discovery of hydrocarbons in any one of the three original exploration areas in quantities which in the Corporation's opinion would ensure the possibility of an economic operation for the Corporation and selects a development concession as per Article 5, items 1) and 2), then the Corporation shall have the right, after the end of the eighth year from the effective date of this Agreement, to continue to hold for the duration of the said development concession all exploitation areas still held by the Corporation immediately before the end of the eighth year within the particular original exploration area wherein the said concession is located. Therefore, if discoveries of hydrocarbons are made and concessions selected in all three original exploration areas under the conditions foreseen at the beginning of this item, then the total of the exploration areas which the Corporation shall have the right to hold by virtue of this item 7) shall be equal to 25 per cent of the total area of all three original exploration areas minus the areas, if any, voluntarily surrendered by the Corporation before the end of the eighth year from the effective date of this Agreement, and minus the areas of the development concessions held by the Corporation at the end of the eighth year.

8. The choice of the areas to be surrendered under the stipulations of items 2) and 4) above shall be made by the Corporation solely in its own judgment and the areas surrendered may be in several non-continuous blocks, provided, however, that each surrendered block measures not less than fifty square kilometers in Areas II and III, and not less than ten square kilometers in Area I.

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

Article 3.

INVESTMENT OBLIGATION OF THE CORPORATION

1. During the first eight years from the effective date of this Agreement the Corporation is obliged to invest the following amounts for the carrying out of exploration and, as the case may be, of development operations under this Agreement :

a) during the first two years	U. S. \$	1.000.000
b) during the first renewal period (from the 3rd till the end of the 5th year)	U. S. \$	1.800.000
c) during the second renewal period (from the 6th till the end of the 8th year)	U. S. \$	3.600.000

i. e. a total of U. S. \$ 6.400.000

2. If the Corporation retains any exploration areas after the end of the eighth year, as stipulated in Article 2, item 7), it shall be obligated to invest the following amounts in exploration work in the exploration areas at any time retained by it after the end of the eighth year from the effective date of this Agreement :

a) for the whole period of the first three years per square kilometer	U. S. \$	900
b) for the whole period of the three following years per square kilometer	U. S. \$	1.500
c) for the whole period of the three following years per square kilometer	U. S. \$	2.250

d) every three years after the end of the ninth year (after the end of the 17th year from the effective date of this Agreement) per square kilometerU.S. \$ 3,000

3. a) If the Corporation elects to proceed in accordance with the stipulation contained in Article 2, item 2), sub-item b), then its total investment obligation of U.S. \$1,800,000 during the first renewal period shall be increased by U.S. \$300 per annum for each square kilometer retained in excess of 50 per cent of the original area of each of the three original exploration areas.

b) If the Corporation elects to proceed in accordance with the stipulation contained in Article 2, item 4), sub-item b), then its total investment obligation of U.S. \$ 3,600,000 during the second renewal period shall be increased by U.S. \$ 600.— per annum for each square kilometer retained in excess of 25 per cent of the original area of each of the three original exploration areas.

4. a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement during the initial period of two years and the first renewal period of three years, mentioned under item 1) of this Article, in excess of its investment obligations for each one of these same periods, shall be credited against the investment obligations of the following renewal period or periods. Any amounts invested by the Corporation in its exploration operations under this Agreement during any one of the periods of three years, mentioned in item 2) of this Article, in excess of the specifically mentioned investments for the same period, shall be credited against the obligatory investments for exploration of the following period or periods of three years each.

b) If by the end of any of the periods mentioned in this Article the Corporation has failed to invest in its exploration and, when applicable, in its development operations under this Agreement, the above mentioned obligatory amounts, which shall include any credit as provided for in a) above, the Corporation shall pay in cash to the Greek State the difference between the obligatory amount for that period and the amount actually invested during the same period. These payments shall be effected not later than three months after the end of the corresponding period, and such payments shall be deemed to constitute complete compliance by the Corporation with its investment obligations for the corresponding period.

5. a) The obligatory investment amounts mentioned in this Article shall include any expenditures, whether incurred inside or outside Greece, of whatever nature, that are paid or owed by the Corporation in and for the performance of its operations under this Agreement, including but not limited to organisation expenses, general administrative and overhead expenses, fees for services performed by contractors and any third parties, purchase or lease of machinery and supplies, including any spare parts therefor, and materials and supplies (except as set forth in sub-item c) below) provided, however, that organisation, administrative and general expenses may not be credited against the investment obligations set forth in this Article in an amount exceeding 10 percent of said obligations as mentioned in items 1) and 3) of the present Article for the respective periods of two and three years.

It is understood that the above limitations are applied only for the calculation of the minimum investment obligations of the Corporation.

b) For the purpose of item 5), sub-item a) only : Organization expenses shall be taken to be all expenses incurred in connection with the for-

mation of the Corporation and the negotiation of this Agreement prior to the date of its ratification through Law.

Administrative expenses shall be taken to be all expenses by the New York and Wilmington Offices of the Corporation and expenses charged by the parent company to the Corporation for technical and administrative advice and managerial assistance.

General expenses shall be taken to include:

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

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

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

4. Moving and relocation expenses of foreign managerial and administrative personnel.

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

6. Representation expenses of the entire personnel in Greece.

c) If at any time the Corporation purchases drilling rigs for the purpose of carrying out deep exploration and development wells in accordance with details agreed by this Agreement capable of reaching a depth of more than 1,500 meters, the Corporation shall have the right to credit against the investment obligations mentioned in this Article not more than 20 per cent of the purchase price (including cost of transportation to Greece) per calendar year, beginning with the calendar year during which the purchase has been effected until such time when the total purchase price is so credited.

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

Article 4

WORKING OBLIGATIONS — EXPLORATION

1. The Corporation shall have to start geological or geophysical work on its exploration areas, or any of them, not later than three months after the effective date of this Agreement, and all three exploration areas shall be surveyed in detail by means of geological and or geophysical methods during the first five years after the effective date of this Agreement for the primary purpose of enabling the Corporation to determine the best possible locations for the drilling of exploration wells.

2. The drilling of a deep exploration well shall be started within sixteen months from the effective date of this Agreement.

3. During the first renewal period i.e. from the third to the end of the fifth year, at least two additional deep exploration wells shall be drilled.

4. During the second renewal period, i.e. from the sixth to the end of the eighth year at least three additional deep exploration wells shall be drilled.

5. The above mentioned exploration wells shall be drilled by means of a rig capable of reaching a depth of at least 8,000 feet.

6. The location of the above mentioned exploration wells shall be selected by the Corporation in its own judgment, but the Corporation shall be obligated

to have drilled at least one deep exploration well located within each of the three original exploration areas before the end of the eighth year. This obligation shall not apply to any exploration area completely surrendered at any time before the end of the fifth year from the effective date of this Agreement. If by the end of the eighth year from the effective date of this Agreement, any one of these three wells is not completed (except in the case of a total surrender of an entire exploration area or areas before the end of the fifth year), the Corporation shall pay in cash to the Greek State an amount of U.S. dollars 500,000.—per well not so completed.

7. If during the first period of two years the Corporation completes the drilling of more than one exploration well and/or if during the first renewal period the Corporation completes the drilling of more than two exploration wells, the exploration wells completed in excess of the above minimum numbers shall be credited against the working obligation of the following renewal period or periods.

8. A deep exploration well shall mean a well of a depth of not less than 1,500 meters, provided however, that for the purposes of this Article the following wells shall also be deemed to be deep exploration wells:

a) Any exploration well in which a discovery of hydrocarbons is made at any depth of less than 1,500 meters in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation and provided the Corporation makes the notification foreseen in Article 5, item 1) of this Agreement on the basis of this discovery.

b) Any exploration well in which the crystalline or granite basement is encountered at any depth between 750 meters and 1,500 meters. If, however, the crystalline or granite basement is encountered at any depth before the well has reached 750 meters, such exploration well shall not be deemed to be a deep exploration well, and in this case the Corporation shall have to drill one additional well, which shall have to be drilled to a depth of 1,500 meters, or until discovery of hydrocarbons, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the circumstances arise which are foreseen under c) below, whichever of those three events occurs first.

c) Any exploration well with respect to which the Greek State and the Corporation agree that further drilling is not justified. If this agreement is reached before the well has reached the depth of 750 meters, then such exploration well shall not be deemed to be a deep exploration well and the Corporation shall have to drill one additional well to a depth of 1,500 meters, or until discovery of hydrocarbons in it, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the Greek State and the Corporation agree that further drilling of this well is not justified, whichever of these three events occurs first.

In the cases foreseen under b) and c) above, the meterage drilled in the original well added to the meterage of the replacement well shall not be less than 1,500 meters. If the condition provided for in the preceding sentence is not complied with within the established time limits, the Corporation shall be obligated to pay to the Greek State an amount of U.S. dollars 350, for each meter by which the total added meterage of the original and of the replacement well falls short of 1,500 meters. Upon the payment of this amount the original and the replacement well taken together shall be deemed to be one deep exploration well under the terms of this Article.

Unless another mutually satisfactory agreement is

reached between the Greek State and the Corporation the additional well mentioned under b) and c) above must be located within the same original exploration area within which the well which it replaces was located.

9. If the Corporation wishes to discontinue the drilling of any one of its exploration wells at any depth, without having discovered hydrocarbons in it, and to abandon said well, the Corporation shall have the right to do so in its own free judgment, under reservation of the provisions of this Article. However, if in this case the Greek State has serious technical reasons to believe that hydrocarbons could be discovered in this well at a greater depth, then the Greek State shall have the right to request the Corporation to continue the drilling of this well, provided this request is made to the Corporation before the rig is removed from the location and provided further that the Greek State shall not have the right to request that this well be drilled beyond 8,000 feet pursuant to the provisions of item 5) of this Article.

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

a) This additional drilling shall be carried out at the expense of the Greek State, which, shall reimburse the Corporation for all the expenses incurred for such drilling, including a charge for depreciation of all the machinery and equipment used for such drilling at the rates foreseen in Schedule B and an overhead of 10 per cent. Such reimbursements shall be made on a monthly basis and not later than fifteen days after the presentation by the Corporation of a monthly bill. In case of non-payment in time of such bills the Corporation may definitely stop the drilling and remove the rig.

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

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

d) In case hydrocarbons are discovered in the above mentioned well during this additional drilling in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation, then the Corporation shall have the right to apply for and receive an exploitation concession with respect to this discovery as stipulated in article 5 of this Agreement, it being understood however, that in this latter case the Corporation shall have to pay to the Greek State thirty days after the Corporation notifies the declaration foreseen in items 1) and 2) of Article 5 an amount which shall be equal to the double of all the amounts charged by the Corporation to the Greek State for this additional drilling (plus interest at the rate of 10 per cent per annum).

Article 5

RIGHT OF THE CORPORATION TO RECEIVE DEVELOPMENT CONCESSIONS: NUMBER AND DURATION OF SAME

1. If during any time when the Corporation holds exploration areas under this Agreement a discovery of hydrocarbons in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation, is made in an exploration well drilled in any such exploration area, the Corporation, after having submitted satisfactory proof of such discovery to the Greek State, shall have the right to

select an area, referred to throughout this Agreement as «Concession» or «Development Concession» with the discovery well located within it, under the terms of items 2), 3) and 4) of this Article and in accordance with the procedure for notifying the declaration foreseen in Article 11 of Law 3948/1959.

2. From the moment of notification to the Ministry of Industry in conformity with Article 11 of Law 3948) 1959, of the selected area, the Corporation becomes automatically Lessee of the so selected area or areas.

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

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

5. The duration of the lease of each development concession of the Corporation shall be thirty years from the date of the notification of the declaration. Provided the Corporation has complied with its obligations under this Agreement applicable to each development concession under consideration, this period of thirty years shall be automatically extended for another ten years under the applicable terms of this Agreement, provided however that any amendment of the Law 3948/1959 applicable to the exploitation of hydrocarbons generally shall be applicable to the so extended concession or concessions.

Article 6

DEVELOPMENT AND PRODUCTION OF THE CORPORATION OBLIGATIONS

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

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

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

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

4. In case the Greek State finds that the development drilling and producing operations of the Corporation do not comply with the principles set forth in items 1), 2) and 3) above, the Greek State shall give notice in writing to the Corporation for initiating compliance

within one month from such notification. It is, of course, understood that if the Corporation has objections to such suggestions, it may refer to Arbitration in accordance with Article 26 of this Agreement pending which, the Corporation shall not be obligated to initiate compliance as above mentioned.

Article 7

AUTHORIZED OPERATIONS OF THE CORPORATION

1. The Corporation shall have the right to carry out geological, geophysical and any other exploration operations for the purpose of discovering hydrocarbons by any method and to carry out reconnaissance geological drilling and deep exploration drilling for the same purpose within all of the exploration areas and development concessions at any time held by the Corporation under this Agreement.

2. The Corporation shall have the right to develop the reserves of hydrocarbons discovered by it, to drill development wells and to produce the hydrocarbons discovered by it.

3. The Corporation shall have the right to store the hydrocarbons produced by it, to submit them to preliminary treatment (such as separation of water and bottom sediments, desulphurization, separation of natural gasoline from natural gases) and to transport them.

4. The Corporation shall be the owner of all the hydrocarbons produced by it and shall have the right freely to dispose of them either by selling on the domestic market or by exporting them, however, within the limitations set forth in Articles 9 and 12 of this Agreement.

5. For the exercising of the rights enumerated in this Article, and for complying with its obligations under this Agreement the Corporation shall have the right after complying with the existing legal formalities to build or cause to be built and or operate and or rent from third parties storage tanks, field gathering lines and trunk pipelines for gas and crude oil, separators, plants for the primary treatment of the hydrocarbons produced by it, as for example, gasoline separation plants, desulphurization plants, etc., branch railway lines, storage and loading facilities at railway stations and in the Greek ports, housing facilities for its employees and workmen, warehouses, mechanical shops, telephone and radio communication facilities, and all other installations necessary for the efficient carrying out of its operations under this Agreement. Such installations may be built and or operated by the Corporation only to the extent that the existing installations owned by the Greek State or any Governmental agency are not sufficient for the Corporation's purposes or when their use is uneconomic for the Corporation.

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

7. The Greek State shall render all lawful assistance to the Corporation in obtaining the permits and authorizations from any and all competent authorities, including the military authorities, necessary to reach the objectives described in the preceding items. Should the lack of or delay in obtaining the said permits and authorizations render impossible or necessarily delay the carrying out of any of the Corporation's obligations under this Agreement such non-performance or any delay in the performance by the Corporation of its obligations under this Agreement resulting therefrom shall not constitute a transgression of the terms of

his Agreement and shall be treated as a case of «force majeure» under Article 25 of this Agreement.

Article 8.

STREMMATIKOS PAYMENT

The Corporation is obligated to pay to the Greek State a stremmatikos of 1.000 Drachmae per annum and per square kilometer of the area of all development concessions at any time held by the Corporation under this Agreement. The payment of this stremmatikos will start from the moment the Corporation becomes the Lessee of a concession.

Article 9.

ROYALTIES

1. The Corporation shall pay to the Greek State a royalty of 12-1/2 per cent on all hydrocarbons (crude oil, natural gas and natural gasoline) produced and measured by it as per item 3) of this Article in the course of its operations under this Agreement, freed from water and foreign substances.

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

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

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

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

4. The royalty in kind on crude oil shall be taken delivery of by the Greek State at the field storage tanks of the Corporation within forty days from the end of each month to which the royalty payment applies, unless another arrangement is arrived at by mutual written agreement between the Greek State and the Corporation, and the Corporation shall be obligated to store the royalty crude oil to be delivered to the Greek State in its field storage tanks free of charge during this period of forty days. In case the Greek State does not take delivery of its royalty crude oil within the above specified period, the Corporation shall have the choice of either freely disposing of it, in which case the royalty on crude oil shall be paid in cash, or of continuing to store it for the account of the Greek State against an appropriate storage charge, which shall amount to the actual storage cost plus 10 per cent.

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

6. Should the Corporation own and operate any trunk pipelines for the transportation of crude oil and natural gas, the Greek State may request the Corpo-

ration to transport the quantities belonging to the State by means of these pipelines either to their terminal or to any other point located on these pipelines. This transportation shall be carried out by the Corporation at cost, plus 10 per cent. The present item shall not be interpreted as an obligation of the Corporation to build any pipelines or any transportation facilities in addition to those which it owns or operates, nor to erect any additional installations with respect to such pipelines or other transportation facilities unless another agreement is arrived at between the Greek State and the Corporation for this purpose.

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

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

8. The value of the royalty on natural gasoline shall be calculated on the average sales price realised by the Corporation during the month to which the royalty payment applies, minus manufacturing costs and transportation expenses from the field storage tanks to the point of delivery.

9. The value of the royalty on natural gas subject to royalty shall be calculated, if paid in cash, on the average sales price realised by the Corporation per cubic meter of gas sold during the month to which the royalty payment applies, minus transportation expenses from well-head to the point of delivery.

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

Article 10

TAXES

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

2. The net amount of the income tax determined under item 1) above is entitled to credit under Law 1413] 1950, ratifying the Convention of February 20, 1950 between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Taxes which may be paid in the United States by the Corporation during the currency of the above mentioned Convention between the United States of America and the Kingdom of Greece or after its termination, shall not affect the tax on the Corporation's net profits payable to the Greek State in accordance with item 1) above.

3. Excepting the mining surface fee (stremmatikos) provided for in Article 8 of this Agreement, the royal-

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

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

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

Fees of notaries, in force from time to time for the preparation of any agreement related to the purposes of this Agreement and the fees (from time to time in force) of salaried or nonsalaried recorders for possible recording of such agreements and of the present Agreement may not, in each case exceed 10.000 Drachmae.

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

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

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

7. The term «net profits» of the Corporation as used in this Article shall mean in respect of each business pe-

riod, the profits shown after deducting from the gross receipts of the Corporation derived from its operations under this Agreement, all costs, expenses and charges incurred by it in its operations under this Agreement, whether incurred inside or outside Greece. The costs, expenses and charges referred to in the preceding sentence and in item 5) of this Article shall include, but not be limited to, those set forth in Schedule B of this Agreement and shall be permitted as deductions irrespective of restrictions in force or to be imposed relative to the deduction thereof. The above costs, expenses and charges shall not include, however, the royalties provided for in Article 9 of this Agreement. The determination of the gross receipts and the costs, expenses and charges shall be in accordance with accounting practices and principles as generally accepted in the international petroleum industry.

In case royalties are paid in kind during the business period pursuant to Article 9 of the Agreement, the value of said royalties as determined pursuant to said Article 9 shall be added to the gross receipts of the Corporation in computing «net profits» under this Article. Schedule B is attached to this Agreement showing the items of cost, expenses, charges and other expenditures of the Corporation under this item.

8. a) The Corporation shall close its balance sheet within two months from the end of each business period, which period will be of one year's duration.

b) Owing to the special nature of the object of the present Agreement the final auditing of tax declarations submitted to the Tax Assessor will be carried out, notwithstanding the existing provisions, by a three member Committee appointed each time by a joint decision issued by the Ministers of Coordination, Finance and Industry and comprising one senior or highest employee of the Ministry of Finance, one senior or highest employee of the Ministry of Industry and one chartered accountant. The auditing of each business period's results by the above mentioned Committee may be carried out even before the submission of the tax declaration by the Corporation. The result of the above mentioned auditing is submitted to the procedure foreseen by legislation from time to time in force regarding the procedure for the administrative solution of differences which have arisen and to the appeals foreseen by this legislation, recourse to arbitration in accordance with the provisions of Article 26 of the present Agreement being excluded in this case.

c) The Corporation must pay the total tax amount assessed on the basis of its declaration within three months from the submission of such declaration.

d) The provisions in force from time to time regarding the assessment of tax against the tax on income of the current business period have no application in this case, the obligations deriving from Article 9 of the present Agreement for the monthly or semi-annual payments of amounts foreseen by the above provisions remaining, however, in force, and the Corporation being only obliged to pay each year the income tax on the profits of the preceding business period.

e) The provisions of legislation from time to time in force regarding additional taxes for inexact declarations have no application in this instance, provided the differences arisen as regards the tax due do not result from alterations of the business period's results due to the fault of the Corporation, but are due to a mistake or to a different interpretation by the Corporation of the provisions applicable in this instance.

f) The remaining provisions of legislation in force from time to time regarding tax on the income of legal entities, regulating the procedures for submission of tax

declarations of income, for the notification of the invitation for administrative settlement of the dispute, for the notification of the audit sheets, for the opposition against such audit sheets, as well as for appeals against the relative decisions and the assessment of tax are applicable in this instance

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

Article 11.

IMPORT AND EXPORT OF MACHINERY, EQUIPMENT AND MATERIALS.

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

2. The machinery, equipment, spare parts and materials of any kind whatsoever mentioned under 1) above, except fuels and lubricants, but including vehicles, whether self-moving or not, upon which machinery, instruments, cranes or any other kind of accessories necessary for the operations of the Corporation are fixed, as well as the relative tractors, and finally, jeeps or equivalent vehicles of whatever kind not exceeding six at the beginning of operations and then one for each calendar year, shall be exempt from import and customs duties and all other taxes, charges, fees and stamp duties.

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

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

Article 12.

DOMESTIC CONSUMPTION AND EXPORTS

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

2. However, the Corporation shall have the right at any time to export freely in any manner and by any means and under any conditions determined by it, without any special authorization or license in each instance and without paying any export duties or other taxes, duties and charges, any production that is in excess of :

a) the needs of the domestic market, or
b) all of the quantities of hydrocarbons processed in all refineries then existing and operating in Greece,

whichever of these two quantities is the smaller, and to retain the proceeds of such exports abroad as stated in detail in Article 13, i. e. if the needs of the domestic market are less than the quantities of hydrocarbons processed in the refineries operating in Greece, the Corporation shall be entitled to export freely quantities in excess of the needs of the domestic market, and in the case that the quantities of hydrocarbons processed in the refineries existing in Greece are smaller than the needs of the domestic market, the Corporation shall have the right to export freely quantities in excess of those processed in the refineries.

In exercising this right the Corporation shall endeavour to export quantities of crude oil in excess of those stipulated under a) and/or b) above, whichever is the smaller, provided that suitable markets for such quantities are available to the Corporation. In case the Corporation notifies the Greek State in writing that such markets are not available to it, the Greek State shall :

a) either accept the Corporation's notification, thereby relieving the Corporation from the obligation to produce and export such excess quantities, or

b) obligate the Corporation to produce such excess quantities, however, within the limitations set forth in Article 6, item 3) in which case the Greek State shall have the counter-obligation to purchase or arrange to be purchased such excess quantities at posted price, the Greek State being in any event primarily liable to the Corporation for the payment for the quantities of crude oil so purchased, under all the other applicable provisions of this Agreement.

3. The term «needs of the domestic market» for the purposes of this Article shall mean the quantities of hydrocarbons necessary for the manufacture of basic refined petroleum products (with the exception of lubes, greases and aviation gasoline) in quantities sufficient to cover the national public consumption, the consumption of the Greek Armed Forces and of the Greek and foreign ships in Greek ports.

4. The Corporation shall be obligated to supply to the Greek State Refinery and any other refineries existing in Greece, indigenous crude oil sufficient to cover the needs of the domestic market, or to supply to the Greek State Refinery or other refineries built in Greece prior to the initial discovery of crude oil by the Corporation under the provisions of Article 5, items 1) and 2), (hereinafter referred to as the «pre-discovery refineries»), crude oil imported by it in substitution of indigenous crude oil, pursuant to the provisions of items 7), 8) and 9) of this Article.

5. In order that the Corporation may comply with its obligation set forth in item 4) above, the Greek State obligates itself to take such action as may be necessary to ensure that the crude oil produced by the Corporation in Greece will be given priority of purchase by the Greek State Refinery and any other refineries existing in Greece over crude oil imported from abroad until the needs of the domestic market have been satisfied; provided that if the Greek State notifies the Corporation with supporting data that the indigenous crude oil produced by the Corporation contains unique technical characteristics or differs substantially as regards its gravity or quality from the crude oil required by the Greek State Refinery or pre-discovery refineries, so that the operating costs of said refinery or pre-discovery refineries, in order to produce the pattern of products required by the Greek State, would be substantially increased, thereby creating an economic hardship for

it or them, or the addition of major installations would be required in order to process said crude oil, then the obligation of the Greek State to ensure that indigenous crude oil is given priority of purchase by the Greek State Refinery and pre-discovery refineries and the obligation of the Corporation to supply said refineries with indigenous crude oil would both be contingent upon a mutually satisfactory arrangement whereby the primary objective set out in item 1) above, would be achieved.

6) Should there be any other producers of crude oil in Greece at any time during the validity of this Agreement, then the Corporation's obligation to supply and the Greek State's obligation regarding the priority to be given to crude oil produced by the Corporation in Greece, shall be reduced to the percentage which the production of the Corporation bears to the total production of crude oil in Greece by all producers. For the purposes of this item 6), the quantities of crude oil in fact supplied by the Corporation to all the refineries then existing in Greece, under the provisions of this item 6), shall be deemed to be equal to the quantities mentioned under a) or b) of item 2) of this Article, whichever is the smaller.

7. In the event that the Greek State and the Corporation are unable to arrive at a mutually satisfactory arrangement, as contemplated in item 5) of this Article, six months after the notification by the Greek State to the Corporation, mentioned under item 5) above, the Corporation shall be obligated to substitute for the crude oil produced by it another crude oil by exporting the crude oil produced by it and importing another crude oil from sources available to the Corporation outside of Greece, of a quality and gravity nearest to the crude oil suitable to the Greek State and the Greek State shall be obligated to purchase this substituted crude oil or to cause this crude oil to be purchased by the Greek State Refinery or the pre-discovery refineries.

It is, moreover, understood that from the time of the above notification and up to the time when a satisfactory arrangement is reached or until the expiration of the above mentioned period of six months, whichever of these two events occurs first, the Greek State agrees that :

a) it will endeavour to cause the Greek State Refinery and the pre-discovery refineries to purchase the maximum quantity of crude oil which can be utilized in the said refineries by adjustment of the quality and gravity of imported crude oil and by adjustment of processing conditions within the design limitations of the processing units of said refineries, and

b) except the quantities mentioned under a) above, the Corporation shall not have the obligation to produce crude oil in order to comply with the obligation set forth in item 4) above.

8) During the validity of the present Socony crude supply contract the Greek State is obligated to make every possible effort, within the limitations of said contract, to ensure the priority of purchase by the Greek State Refinery of the indigenous crude oil produced by the Corporation up to the total throughput of said Refinery, or up to the total needs of the domestic market, whichever is the smaller of these two quantities. If, in spite of such efforts, the Greek State is prevented from achieving the above objective, then the Greek State shall nevertheless be obligated to ensure that the Greek State Refinery purchases an amount of crude oil produced by the Corporation equal to at least 30% of the throughput of said Refinery.

Should the crude oil produced by the Corporation be unsuitable to the Greek State, as set forth in item 7) of this Article, the same rules for substitution of the

above mentioned 30 per cent shall apply, as are provided for in said item 7).

In the cases set forth under this item 8) the Corporation shall not have the obligation to produce and supply indigenous crude oil in compliance with item 4) of this Article in excess of the quantities which will be either purchased or substituted, as the case may be, under the preceding paragraphs of this item 8).

9. Any crude oil imported into Greece for the needs of the Greek State Refinery or the pre-discovery refineries, under the provisions of this Article, shall be deemed to be indigenous crude oil in the meaning of item 4) of this Article.

10. If the indigenous crude oil is 20° API or higher and the Corporation substitutes, as mentioned in items 7), 8) and 9) above, the Corporation shall import crude oil in quantities equal to the quantities exported. If the indigenous crude oil is below 20° API and the Corporation substitutes as mentioned in items 7), 8) and 9) above, the quantity of crude oil which the Corporation shall import will be restricted to a quantity having a value CIF port of import equal to 150 per cent of the value FOB port of export of the exported crude oil and will be calculated on the basis of the price of a crude oil of a similar quality and of a gravity of 35° API. The exports of crude oil by the Corporation shall be effected at the price posted by the Corporation in Greece according to item 11, sub-item b) of the present Article, plus transportation costs from field storage tanks to Greek port of loading, and the imports at world market prices.

If the indigenous crude oil is 10 API or lower, the Greek State shall not be obligated to ensure priority of purchase by the Greek State Refinery and by other refineries then existing in Greece and the Corporation shall not be obligated to produce said crude oil; however, the Greek State agrees that it will cause the Greek State Refinery and other refineries existing in Greece to purchase such oil to the extent that it can be utilised for refinery fuel, asphalt production, etc., provided that in this case the operation of said refineries does not result in any hardship for them. In addition, the Greek State agrees to extend its fullest cooperation in promoting the use of such crude oil as a fuel substitute in industries in Greece.

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

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

12. Payments by the Greek State to the Corporation for amounts due for hydrocarbons supplied shall be made within ten days from the date of presentation by the

Corporation of a bill therefor. In case of failure of the Greek State to make such payments within ten days after receipt of the bill therefor, the Corporation, without prejudice to any rights it may have bylaw, including damages, may stop deliveries of hydrocarbons to the Greek State Refinery and dispose of the hydrocarbons, if produced, as it may see fit, including the price, either, inside or outside of Greece, or stop production.

13. Should the Corporation own and operate any trunk pipelines for the transportation of crude oil and/or any gas lines, the Greek State may request the Corporation to transport the crude oil and/or natural gas bought by it from the Corporation by means of these trunk and/or gas lines either to their terminal or to any other point located on their route. The transportation shall be carried out by the Corporation at cost plus 10 percent. The present item 13) shall not be interpreted as an obligation of the Corporation to build any crude oil or gas pipelines or any transportation facilities in addition to those which it shall at any moment own and/or operate, nor to erect any additional installations with respect to such pipelines or other transportation facilities, unless a mutually satisfactory agreement is arrived at between the Greek State and the Corporation to this effect in the future.

14. In order to determine the Drachma price of crude oil in accordance with the provisions of this Article, the applicable world market prices and transportation charges, if denominated in foreign currency, shall be converted to Drachma equivalents at the monthly average of the daily rates of exchange, as defined in item 8) of Article 13 at which the Corporation is entitled to purchase foreign currency with Drachmae during the respective calendar month.

Article 13.

FOREIGN EXCHANGE

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

a) by converting to Greek currency, through banks and agents officially authorized to deal in Greek currency and foreign exchange, U. S. dollars or foreign currency freely convertible to U.S. dollars, in such amounts as will be sufficient to cover the Corporation's cash operating expenses in Greek currency, including any payments to the Greek State and third parties;

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

2. Once production commences, the Corporation shall be entitled to meet its cash operating expenses in Greece, including payments to the Greek State in the form of *stremmatikos*, royalties and taxes, out of the Drachmae revenues obtained by the Corporation from the sales on the domestic market under the terms of Article 12. When the Corporation's Drachmae revenues exceed its cash operating requirements in Greek currency, the Corporation shall be permitted to remit abroad such Drachmae surplus funds derived from the local sale of hydrocarbons. Such remittances shall be made by the conversion of Greek currency

into U.S. dollars and/or, after agreement with the Bank of Greece, into some other currency convertible into U. S. dollars. However, the Corporation shall also, and alternatively, be permitted to retain such Drachmae surplus funds in Greece and to invest such funds in interest-bearing deposits or securities or any other form of investment not barred to foreigners by the general laws of Greece. Investments in the stock of companies shall be subject to the approval of the Greek State, which approval, however, shall not be withheld except for reasons of undue financial risk involved in said investments. 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.

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

b) Conversely, should Drachmae revenues from the local sale of hydrocarbons be insufficient to cover the Corporation's cash operating requirements in Greek currency, then the Corporation shall exchange for Greek currency, through banks or agents officially authorised 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 sub-item b) of this item 3), the Greek State will permit the Corporation to make remittances to Greece in currencies not freely convertible to U.S. dollars provided :

1. said currencies have been obtained through the sale of hydrocarbons exported from Greece ;

2. The Corporation is unable to maintain or increase its volume of export sales, if it insists on payment in U.S. dollars or other currencies freely convertible into U.S. dollars ;

3. The Greek State in its own judgment considers the use of said currencies economically feasible under its then existing international trade and payment arrangements.

4. It is also understood that the retention of currency proceeds abroad under the provisions of this Article shall enable the Corporation to cover fully all its foreign currency expenses under this Agreement including the purchases and/or hiring of such machinery, equipment, materials and services, of any nature whatsoever, as will be required by the Corporation for its operations under this Agreement.

5. For the purposes of this Agreement, Drachmae revenues surplus to the Corporation's cash operating requirements in Greek currency and Drachmae surplus funds shall mean all Drachmae funds not needed on a particular day to cover the Corporation's cash obligations due and payable on that day in Greek currency for local operating expenses, *stremmatikos*, tax and royalty payments and other local currency obligations.

6. The Bank of Greece, through banks or agents officially authorised to deal in Greek currency and fo-

reign exchange, shall make available the amount of U.S. dollars or other currencies convertible into U.S. dollars required by the Corporation to remit Drachmae surplus funds from Greece. Such foreign exchange will be made available promptly and without any delay whenever the funds are applied for, upon the attestation by the Corporation that the proposed conversion represents a remittance of funds surplus to the Corporation's cash operating requirements of that day in Greek currency. However, the Corporation shall undertake to furnish the Bank or its authorized agents with such weekly and monthly reports as may be required by the Bank of Greece or its agents to confirm that the remittances of funds effected by the Corporation in the period under review represent remittances of Drachmae surplus funds under the terms of this Agreement.

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

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

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

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

10. If and when the Bank of Greece should abandon its policy of fixing the buying and selling rates for U.S. dollars, the rates of exchange for U.S. dollars as specified under item 14) of Article 12 and under the preceding item 9) of this Article, shall be certified by a recognized Greek or foreign bank approved by the Greek State and the Corporation. The applicable rates to be certified by that bank shall be the buying and selling rates for U.S. dollars, as defined in item 8) of this Article,

which are lawfully available in either Athens or New York on the close of business of the day for which such certification is required. Certification of rates of exchange for other foreign currencies shall be arranged, at the request of either party to this Agreement, through such Greek or foreign banks as are mutually acceptable to the Greek State and the Corporation.

Article 14

OTHER OBLIGATIONS OF THE CORPORATION

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

2. The Corporation shall submit to the Ministry of Industry quarterly and annual statements covering its exploration and development operations in adequate detail in duplicate.

Supporting material, such as drilling cores, fossils, samples of the formations, samples of crude oil and water etc., shall be kept by the Corporation in its own premises, it being understood that authorized representatives of the Greek State shall have the right to inspect this supporting material. Should the Greek State desire to obtain such supporting material for its own use, the Corporation shall comply with such requests, but only to the extent that this compliance does not create an additional unusual expense for the Corporation, does not delay or hinder its operations in any manner whatsoever and does not result in the disclosure of data and information which the Corporation desires to keep confidential.

3. In the interests of a regional and nation-wide correlation by the scientific service of the Greek State of data and information obtained by the various holders of exploration areas and concessions throughout Greece, the Corporation shall supply to the Greek State all scientific data collected during its operations, provided, however, that any conclusions arrived at by the Corporation or its employees through the study of the factual data shall be communicated to the Greek State solely at the discretion of the Corporation.

4. The Corporation shall advise the Ministry of Industry of any location chosen by it for the drilling of any wells, of the commencement and completion of any drilling operation and of their interruption and of the discovery of any hydrocarbons. This obligation is in addition to the obligation of supplying quarterly and annual reports mentioned under item 2) above.

5. Financial reports of the Corporation shall be submitted by the Corporation to the Ministry of Industry within three months after the end of each business period. The Ministry of Industry and other authorized services shall have the right to inspect at intervals the official records and books of the Corporation in order to ascertain the accuracy of the entries, however in such a manner that the operations of the Corporation are not hindered.

6. Authorized representatives of the Ministry of Industry and especially of the scientific and technical services of the Greek State shall have the right to visit the scientific activities and technical operations of the Corporation in order to be kept informed on the progress of same. These visits shall be carried out in such a manner that the current operations of the Corporation are not hindered.

7. With the exception of generalized figures on the meterage drilled, the number of wells and the total production of hydrocarbons per field, all data, information, reports and material submitted by the Corporation to the Greek State shall be treated by it as confidential, unless the Corporation advises the Greek

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

Article 15

OCCUPATION OF LAND, RIGHT OF WAY, RIGHT TO USE WATER AND BUILDING MATERIALS

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

2. Under reservation of the above, expropriations of property belonging to third parties, necessary to carry out exploration and exploitation, including also land having underground or surface water or springs, will be carried out in favor of the State at the expense and care of the Corporation.

The provisions of the Mining Code relating to the protection of property and to expropriations for the needs of the exploitation of mines, as well as the remaining provisions of laws relating to mines and the other applicable general or special laws, are also applicable in the present case by analogy, as long as they do not conflict with the provisions of the present Agreement and those of law 3948/1959 re: hydrocarbons.

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

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of law 1540/1938, of Law 2344/1940 regarding

sea and shores, and of any other applicable laws, locations in portual 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.

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

Article 16

USE OF CONTRACTORS

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

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

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

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

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

Article 17.

EMPLOYMENT OF GREEK AND FOREIGN PERSONNEL

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

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

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax, after they have resided continuously for six months in Greece, only on the salary which shall be paid to them by the Corporation for services rendered in Greece. The salary to be taxed, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that shown as an expense in the Corporation's books. In addition, these employees shall be entitled to the benefits of Law 1415/1950 ratifying the Convention between the United States of America and the Kingdom of Greece for the avoidance of double taxation. Such residence of a foreign em-

employee in Greece shall begin on the day he is granted the regular residence and working permits. Absences from Greece of more than fifteen consecutive days at a time shall be added to the six month period in establishing the date on which a foreign employee shall be liable to the payment of Greek Income Tax. The foreign employees of the Corporation shall pay all other Greek taxes in accordance with legislation from time to time in force.

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

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

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

a) all expenses of the trainees will be paid for by the Greek State ;

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

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

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

Article 18

BOOKS OF THE CORPORATION

Books of account of the Corporation in Greece shall be kept by the Corporation in the Greek language and if the Corporation so desires also in the English language, and in accordance with the generally accepted principles and rules of accounting practice.

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

Article 19 MANAGERIAL AND ADMINISTRATIVE FREEDOM

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

Article 20 SURRENDER

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

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

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

Article 21 FINES AND FORFEITURE TERMINATION OF AGREEMENT BY EXPIRATION Fines

1. As a penalty for the transgression of any of the terms of this Agreement and for the non-compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1.000.—to U.S. dollars 5.000. for each transgression, provided, however, that in case of repetition during the same calendar year of the same transgression the fine for such repeated transgression may go up to U.S. dollars 10.000. and provided further that in the cases specified here below [a) to f)] the fine may reach up to U.S. dollars 300.000. ; these cases are limited to the following :

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

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

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

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

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

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

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

Forfeiture

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

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

b) Non-compliance with any of the final awards rendered by the Arbitration Court foreseen in item 2) of Article 26;

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

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

4. The forfeiture, as per item 3) above, may apply to all the rights of the Corporation under this Agreement, or only to specific exploration areas or concessions at that time held by the Corporation, depending on the fact as to whether the non-compliance or the default of the Corporation applies to the entire Agreement or to a specific exploration area or concession. In case of total forfeiture the Agreement shall terminate as of the effective date thereof.

5. The decision of the Greek State to declare that the Corporation shall forfeit any or all of its rights under this Agreement shall be notified immediately to the Corporation, and the forfeiture shall become effective ninety days after such notification, provided, however, that the Corporation has not initiated procedures for remedying the non compliance or the default before the expiration of said period of ninety days and has not continued these procedures without delays and interruptions, or did not have recourse to arbitration under Article 26 within the said period, except in case of non-compliance as per sub-item b) of item 3) of this Article 21. Any such recourse to arbitration shall suspend the effectiveness of the forfeiture for the duration of the arbitration proceedings. Should the award of the Arbitration Court be against the Corporation, the

Corporation shall have thirty days after notification of the final award within which to comply therewith and compliance by the Corporation within this period shall render the declaration of forfeiture null and void.

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

7. The notifications under items 2) and 5) of this Article must be given within one year from the date on which the transgression or non-compliance becomes known to the Greek State.

Expiration

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

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

Article 22.

DISPOSAL OF CORPORATION'S PROPERTY

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

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

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

3. However, should the Corporation desire to sell its movable or immovable property and any other rights of any nature located within an exploration area or development concession, with respect to which the Corporation's rights have terminated the Greek State

shall have the preferential right to acquire all or any part of such movable and/or immovable property and of such rights at their fair market value.

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

5. If at any time during the validity of the present Agreement or upon termination of same the Corporation disposes of its movable or immovable property by sale then, if the proceeds of such sale exceed the value of the property sold, as same is shown on the books of the Corporation on the date of sale (depreciation having been calculated at the rates fixed in Schedule B attached hereto) - the difference shall be:

either added to the gross receipts of the Corporation derived from the sale of hydrocarbons during the business period, in which the sale of this property was effected, and treated as a gross receipt for purposes of taxation under the provisions of Article 10 of this Agreement,

or deducted from the total of costs, expenses and charges, mentioned in item 5) of Article 10 of this Agreement, if this sale of property is made prior to the business period during which the Corporation derives for the first time gross receipts from the sale of hydrocarbons.

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

6. Should the Corporation still have any kind of assets (whether movable or immovable) in Greece or elsewhere, two years after the termination of this Agreement, such assets shall be liquidated by the Corporation and the proceeds of such liquidation shall be divided equally between the Greek State and the Corporation, it being understood that the Corporation's share of this liquidation shall not be subject to any taxes whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, and/or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity and, in general, of any third party.

7. All amounts in Drachmae obtained by the Corporation through the free disposal of its movable and immovable property and of any rights of any nature, located in Greece, in pursuance of item 2) of this Article, shall be convertible into U.S. dollars at the rate and under the conditions stipulated in Article 14.

Article 23

TRANSFERS

1. The Corporation shall have the right to assign in whole or in part this Agreement and to transfer under conditions freely agreed by it any rights granted to it under this Agreement:

a) to another Corporation controlled by the assignor or

b) to another Corporation controlled by Standard

Oil Company (New Jersey), or by another Corporation controlled by the Standard Oil Company (New Jersey); or

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

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

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

Article 24

APPLICABLE LAWS

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

2. The Corporation and its operations and property in Greece shall be subject to all Greek Laws and Regulations from time to time in force to the extent that they are not in conflict with the terms and provisions of this Agreement. Should such a conflict exist, either today or in the future, the terms and conditions of this Agreement shall prevail and the stipulations of the above mentioned Laws and Regulations which are in conflict with the terms and provisions of this Agreement shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

Article 25

FORCE MAJEURE

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

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

Article 26.

ARBITRATION

1. Except as stated under item 2) of this Article, any controversy arising between the Greek State and the Corporation with respect to this Agreement

shall be settled by arbitration in accordance with the provisions of Article 28 of Law 3948/1959 «re: reconnaissance, exploration and exploitation of liquid and gaseous hydrocarbons».

2. However, in the case of imposition of the penalty of forfeiture as determined in Article 21, or of controversies concerning differences, disputes or disagreements as regards the interpretation and implementation of the provisions of this Agreement which entail the penalty of forfeiture, as well as generally in cases covered by Articles, 3, 4, 6, 12 and 13, the arbitration is carried out in the following manner: The party desiring arbitration shall give the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the arbitrator appointed by it and shall invite the other party to appoint a second arbitrator. Within twenty days from receipt of such notice, the other party shall give the party desiring arbitration written notice naming the arbitrator appointed by it. If the second party fails to act within the above time limit, the second arbitrator is appointed by the President of the International Court of Justice at the Hague on the request of the party desiring arbitration. The arbitrators so appointed shall within twenty days from the communication of the appointment of the second arbitrator, select by common agreement a third arbitrator, who will be the Chairman of the Arbitration Court. In the event that the arbitrators do not agree on the selection of the third arbitrator or fail to select him within the above time limit the third arbitrator shall be appointed by the President of the International Court of Justice at the Hague on the request of the arbitrators or either of them. The arbitrators shall render their award within two months from the notification to the third arbitrator of his appointment. The above time limit may be extended by common agreement of the Greek State and the Corporation. The arbitrators are not bound by any rules of procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections, obtain the testimony of expert witnesses and take into consideration any evidence.

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

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

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

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

Article 27

USE OF STATE OWNED PROPERTY

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

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

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

c) in virtue of any kind of contractual arrangements between the Greek State and the Corporation to be concluded during the course of the Corporation's operations

the Corporation shall be obligated to take care of this property as if it were its owner and safeguard the interests of the Greek State with regard to such property against the claims of any third parties.

Article 28

RESPONSIBILITY OF THE GREEK STATE FOR THE EXISTENCE OF RIGHTS ON THE AREAS CONCEDED

The Greek State declares hereby that except the Concession and the Lease mentioned under a) and b) of Article 1 of the present Agreement, no other valid rights or claims exist referring to the exploration and development of hydrocarbons within the three original exploration areas as defined in said Article 1. Should any such claims be brought forward, the Greek State shall be obligated to safeguard the rights granted to the Corporation under this Agreement and to protect the interests of the Corporation against any such claims. If, however, a third party would successfully assert a right against the Corporation or if such right would be recognized definitely and finally by decision of a Greek Court or otherwise, the Corporation shall have the right to terminate this Agreement liberating itself from all and any of the obligations assumed under this Agreement and the Greek State shall have to reimburse to the Corporation all the amounts spent by the Corporation under this Agreement up to the date of said termination.

Article 29

MARKETING AND REFINING

Marketing

1. By virtue of the present Agreement and without any other formality the Corporation is by right acquiring the right to sell and distribute petroleum products in Greece. The Corporation shall off-take all basic petroleum products from the Greek State Refinery or other refineries existing in Greece out of the products manufactured by them. The Corporation shall, however, have the right to import on equal terms with other marketers and to the extent of its marketing requirements in Greece, aviation gasoline and specialty products, which are not manufactured by the Greek State Refinery.

2. For the purposes of the foregoing the Greek State will grant without undue delay to the Corporation permits and licenses of whatsoever kind which may be required for establishing and carrying on a business for the distribution of petroleum products in Greece both for internal consumption and for the supply to international aircraft and ship's bunkers under terms and conditions no less favorable than those granted to any other company marketing petroleum products in Greece including, but not limited to, permits and licenses for the acquisition, construction and operation of:

a) necessary terminal storage facilities to receive products by pipeline from the Greek State refinery and other refineries existing in Greece, and to receive from abroad the above mentioned aviation gasoline and specialty products by ocean tanker;

b) interior bulk storage plants and warehouses;

c) facilities for storing, handling and delivering aviation fuels at all commercial airports in Greece;

d) bunker facilities for selling and delivering fuel and lubricants to vessels engaged in international maritime trade; provided similar licenses or permits have been granted to marketers of petroleum products in Greece.

3. As regards outlets for the distribution of fuel:

a) The Corporation shall have the right, on the basis of free negotiations, to enter into contractual ar-

rangements with the possessors of licenses for outlets for the distribution of fuel (hereinafter in this item called «licenses») for the distribution through them of its products throughout Greece in accordance with the legislation in force, and that new licenses in areas where there are no limitations as to the number of licenses, be issued in accordance with generally applicable regulations to persons willing to enter into contractual arrangements with the Corporation for the distribution of its products. The contractual arrangements under this sub-item a) and under the following sub-item b) shall become effective after the Corporation constructs and completes storage facilities adequate to its needs and in accordance with the regulations from time to time in force, generally applicable to all marketers of petroleum products in Greece.

b) In view of the fact that the Corporation establishes itself for the first time in Greece and since it is possible that in the areas where the number of «licenses» is restricted, it will encounter difficulties, impossible to overcome, in its attempts to enter into contractual arrangements, under normal commercial conditions, with such a number of licensees as would make it possible for the Corporation to exercise its activity, it is hereby agreed that the Greek State undertakes the obligation to grant, during a period of five years from the completion by the Corporation of the first deep exploration well, as defined in Article 4, item 8) to persons adequate in its opinion and acceptable to the Corporation a hereinafter defined number of «licenses» under the condition that such «licenses» shall be used for the exclusive distribution of the Corporation's products. The number of licenses that will be granted in this manner annually at the beginning of each year subsequent to the completion of the first deep exploration well will be equal to 1 per cent of all the «licenses» existing in each of the restricted areas, so that at the end of the above mentioned five years period their total number shall not exceed five per cent of all the «licenses» in force in each of these areas. Should there be a fraction greater than one half of the unit required for the granting of a «license», such fraction shall be deemed to be equal to a complete unit. If the total number of the licenses in each of such areas, who have entered into contractual arrangements with the Corporation reaches 10 per cent of all the «licenses» in force in each of these areas [(including therein, for the determination of this percentage, also the «licenses» granted in accordance with this sub-item b)]—the Greek State shall be relieved from any further obligation to grant «licenses» in accordance with this sub-item b) as soon as such percentage (10 o/o) shall have been reached. It is also agreed that the provisions of this sub-item b) are subject to the sine qua non condition that for the issuance each time of the «licenses» as provided for in this sub-item b) the Corporation must necessarily have completed one deep exploration well, as defined in Article 4, item 8), it being further agreed that any deep exploration wells drilled during any one year in excess of one, shall be credited, for the purposes of this sub-item b) to the following year or years.

It is further understood that also after the provisions of this sub-item b) have been complied with by the Greek State, the Corporation shall continue to conduct its distribution operations in any part of Greece under the same terms and conditions as any other marketer of petroleum products in Greece.

Refining:

4. A) If at any time during the validity of this Agreement the production of indigenous crude oil by the Corporation reaches such a level that it shall have the right to export crude oil it shall also have the right to

construct and operate a refinery to refine therein the crude oil which it has the right to export and to export the petroleum products obtained from this crude.

B) If at any time during the validity of this Agreement the needs of the domestic market are not covered by the output of the then existing refineries and the Corporation's production of indigenous crude oil exceeds the capacity of the then existing refineries, the Greek State shall:

a) Either grant to the Corporation a license to construct and operate a refinery for the refining of the quantities of crude oil by which the needs of the domestic market or the Corporation's crude oil production, whichever of these quantities is the smaller, exceed the capacity of the then existing refineries, or

b) Authorise the Corporation to utilise its refinery, constructed under the provisions of A above, for the purposes mentioned under a) above.

It is, however, understood that the provisions under B, a) or b), above, shall apply only if the Corporation shall be the first discoverer and producer of crude oil in Greece, or if other producers of indigenous crude, having discovered crude oil before the Corporation, do not wish to exercise the rights mentioned under B, a) and b), above.

C) In the cases foreseen under A and B above the Greek State undertakes to permit the construction and operation of the refineries mentioned in this Article under terms and conditions to be agreed at the time, but at any rate not less favorable to the Corporation than those granted to other refineries in Greece, with the exception of the Greek State Refinery.

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

5. All rights of the Corporation under this Article shall be exercised either by the Corporation itself or by a related or affiliated company or companies.

Article 30. GUARANTEE

1. The Corporation is obliged to deliver to the Greek State (Directorate of Mines of the Ministry of Industry) within fifteen days from the signature of this Agreement a letter of guarantee of a recognized Bank for an amount of U. S. dollars 300.000. This letter of guarantee shall cover the good performance of the present Agreement and all the obligations of the Corporation and all its outstanding financial obligations towards the Greek State during the entire validity of this Agreement and the above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable.

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

2. The non-timely delivery of the letter of guarantee foreseen in item 1) of this Article renders the present Agreement null and void which will be considered as not having been executed.

Article 31.

EXEMPTION OF STAMP DUTIES

The present Agreement, and transfers in accordance with Article 23 of this Agreement, are exempt by virtue of Article 27 of Law 3948/1959, from stamp duties and contributions, fees and remaining charges of whatever nature in favor of the Greek State and of any third party.

Article 32.

EFFECTIVE DATE OF AGREEMENT

1. The present Agreement is subject to the timely deposition of the guarantee referred to in Article 30 and its ratification by the legislative authority, after which and following the effective date of the Law ratifying it, its effect and consequences commence.

2. If this Agreement is ratified with modifications the Corporation shall not be bound by it and shall have the right to completely withdraw from this Agreement. However, the Corporation is obligated to declare its non-acceptance of such modifications in writing within thirty days from the publication of the Law ratifying this Agreement, with modifications in the Government Gazette. In case such non-acceptance is not submitted in time the Corporation is considered as having accepted such modifications.

3. In case of modification by the legislative authority of the provisions of this Agreement and in case the thirty days time limit of the preceding item of this Article has lapsed without action by the Corporation, the effect of this Agreement commences after the expiration of the above thirty day time limit.

Article 33

COMMUNICATIONS

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

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

Ministry of Industry
Directorate of State Mines
Athens, Greece

b) for communications of the Greek State to the Corporation to :

Esso Hellenic Inc.
c/o Messrs. C & B. Lambadarios,
as agents for acceptance of documents.
34, Argentine Street
Athens, Greece

In case of revocation of the aforementioned agents, the Corporation must notify such revocation and the full name and address of the new agent for the service of notices, who must be a resident of Athens; until such time notices are validly served on the above mentioned agents.

Article 34

LETTER OF TECHNICAL AND FINANCIAL ASSISTANCE

Esso Hellenic Inc. declares that its sole shareholder, the Standard Oil Company (New Jersey), through the initiative of which it has been organized, has taken full cognizance of the terms of the present Agreement.

By means of a separate letter addressed to the Greek State in accordance with the draft of this letter prepared by the Greek State and the Corporation and initialled today by them, Standard Oil Company (New Jersey) in accordance with detailed statements included in such letter, undertakes the obligation, provided

the present Agreement is ratified by Law, to give, for the duration of the present Agreement, Esso Hellenic Inc or, in case of transfer, to the transferee mentioned in Article 23, item 1), sub-items a) and b) of this Agreement all necessary technical and financial assistance for the fulfilment of the purposes of the present Agreement and the keeping of its obligations deriving therefrom towards the Greek State, as stated more specifically in the above draft of letter.

The party to this Agreement, Esso Hellenic Inc. undertakes the obligation to deliver this letter to the Greek State (Ministry of Industry, Directorate of State Mines) within fifteen days from the date of signature of the present Agreement. In case such limit is not observed, the present Agreement shall be null and void and shall be considered as not having been executed.

Article 35.

PROTECTION OF INVESTMENT UNDER LEGISLATIVE DECREE 2687/1953.

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

Article 36.

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

Article 37.

VALID TEXTS

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

In witness whereof the Greek State and the Corporation have signed this Agreement, typed on one side only of sixty three sheets and affixed their respective seals thereto.

Athens December 14th 1959

For the Greek State
The Minister of Industry
N. MARTIS

For the Corporation
A. MILLER

SCHEDULE B

COSTS EXPENSES AND CHARGES

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

- a) the costs of goods purchased or services rendered
- b) administrative, overhead and establishment expenses, including contributions, patent costs, licensing fees, and research charges ;
- c) an allowance for amortization of physical assets (e. g. purchase of drill) of 20 per cent per annum and allowance for amortization of 33-1/3 per cent per annum of expenditures that do not result in the acquisition or

creation of physical assets (e.g. expenditures for the drilling of wells, expenditures for geophysical research). Amortization for buildings in big towns is limited to a percentage of 5 per cent per annum and that for pipelines for the transportation of hydrocarbons to 10 per cent per annum. Any more favorable amortization percentages or other taxation incentives in force, or to be imposed or granted in the future, will not be applicable in this case, except if these apply to similar enterprises;

d) allowance for expenses on sale of hydrocarbons, including brokerage and selling services expenses;

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

f) interest on indebtedness to third parties; expressly excluding however interest charged on loans and other financings by the parent company;

g) remuneration and rewards for services by others, whether

(1) accrued or paid directly to them, or

(2) accrued or paid to others for their benefit through insurance, pension or other plans;

h) the remaining unrecovered costs of property disposed of by sale, surrender, abandonment or otherwise, including the unrecovered costs of drilling wells non-productive of hydrocarbons in commercial quantities;

i) rents or other payments to others for or in connection with the use of any property belonging to others, such as land, building, machinery, equipment etc. (or in connection with their use) amortizations as foreseen by item 4, of the present Schedule B.

j) net losses from operations, as permitted by item 6) of Article 10 of the Agreement;

k) the *strenmatikos* payment provided for in Article 8 of this Agreement;

l) exploration expenses and intangible drilling expenses, (as defined in item 3 of this Schedule) that are elected to be deducted currently, as permitted by item 2 of this Schedule;

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

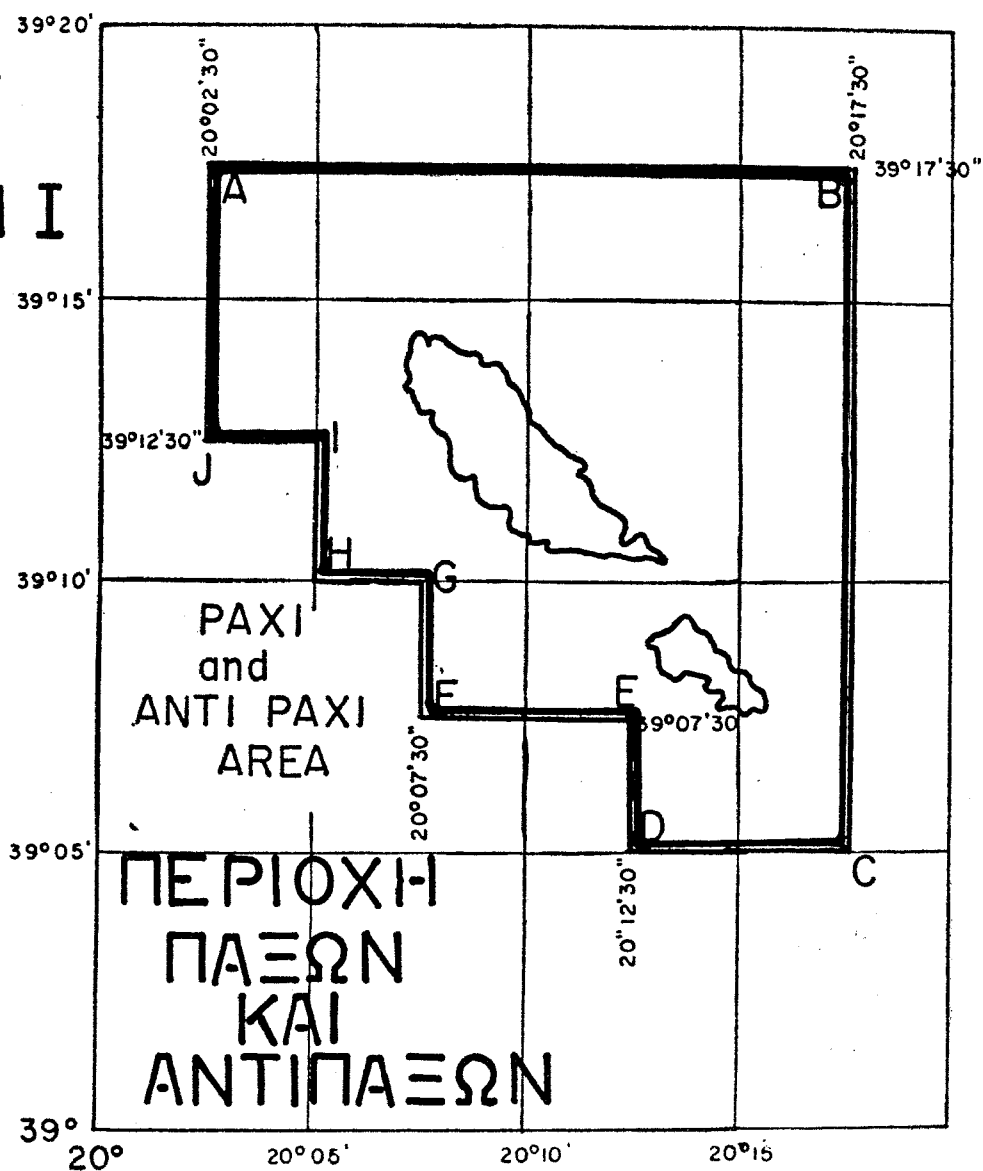
2. Exploration expenses and intangible drilling expenses, both of which terms are defined in item 3 of this Schedule, that are incurred after the Corporation has obtained its first development concession, may be deducted in the business period during which they are incurred, or they may be capitalized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

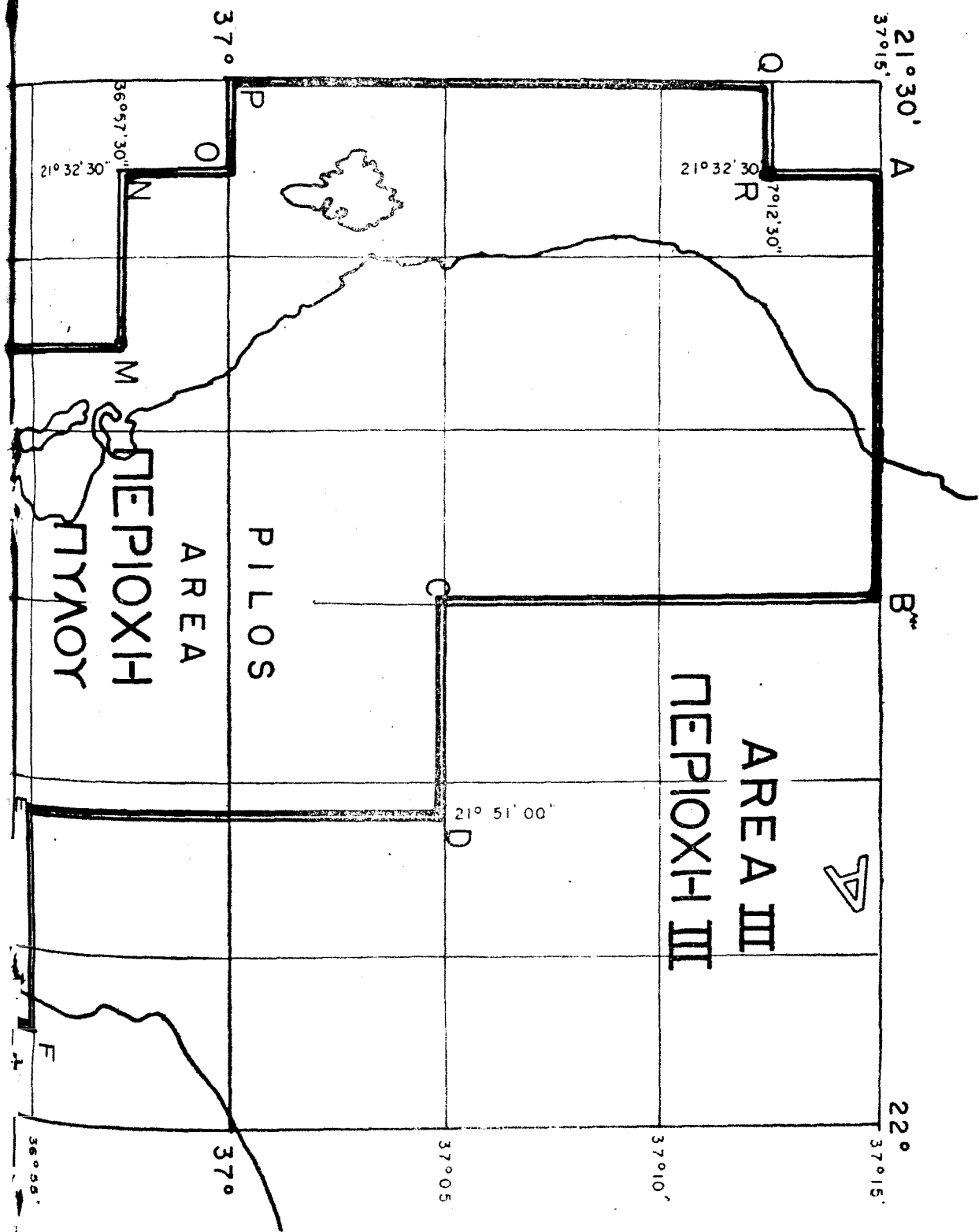
3. For the purpose of this Schedule B only the term «exploration expenses» shall mean all expenditures for discovering a deposit of hydrocarbons and for determining its size or expenditures related thereto. The term shall not include expenditures for materials used in buildings at well sites, or installations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

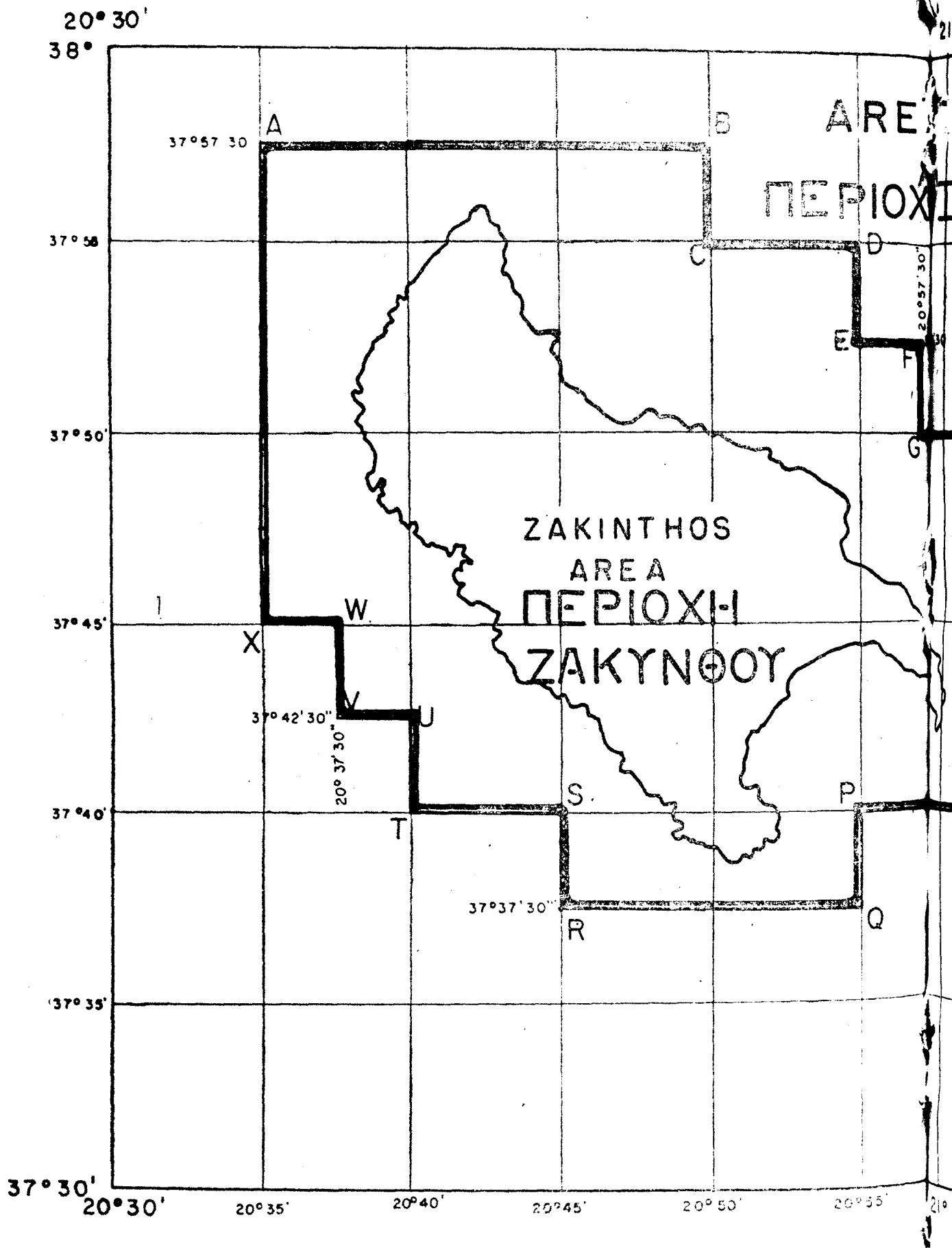
The term «intangible drilling expenses» shall mean all expenditures for labor, fuel, repairs, maintenance, handling, supplies and materials which are for or incidental to drilling, cleaning, deepening, or completing wells or preparation therefor. The term shall not include such expenditures for materials used in buildings at well sites or other installations, or drilling equipment, gathering and production lines, casing, tankage, motors, boilers, machinery and the like. On the contrary, the term shall include such expenditures for drilling, dynamiting and cleaning of wells, clearing, draining and leveling of land, road building, measurements or surveys preparatory to drilling, and erection of rigs and tankage, construction of pipelines and other installations required in the preparation or drilling of wells producing hydrocarbons.

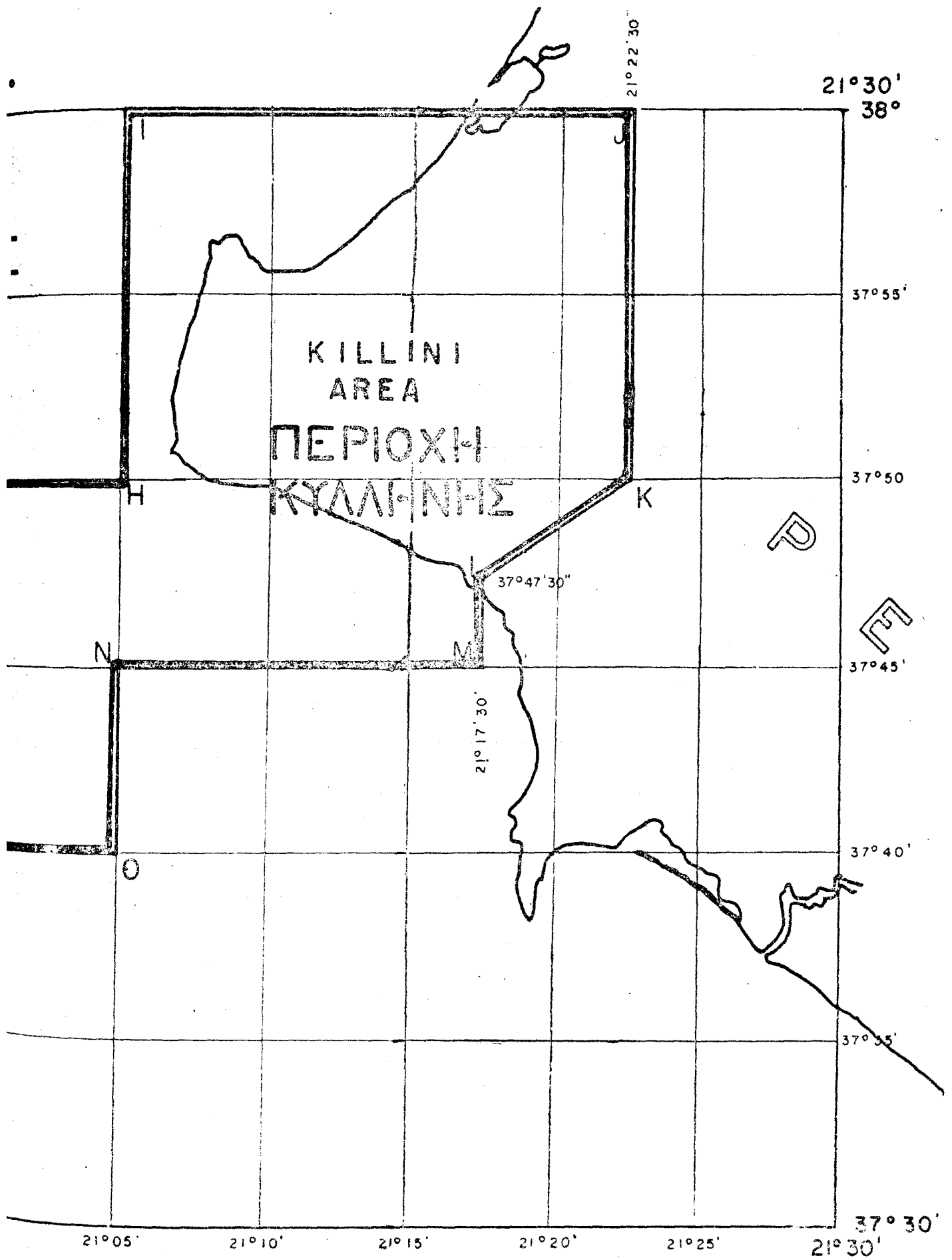
4. Should the Corporation elect to capitalize any exploration expenses or intangible drilling expenses pursuant to the provisions of item 2 of this Schedule, the expenses selected to be capitalized shall be amortized by the Corporation over a period of not less than three business periods beginning with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

AREA I
ΠΕΡΙΟΧΗ Ι









36°30'
21°30'

21°35'

21°40'

21°45'

21°50'

21°55'

22°
36°30'

36°35'

36°40'

36°45'

36°50'

21°37'30"

36°52'30"

21°57'30"

36°42'30"

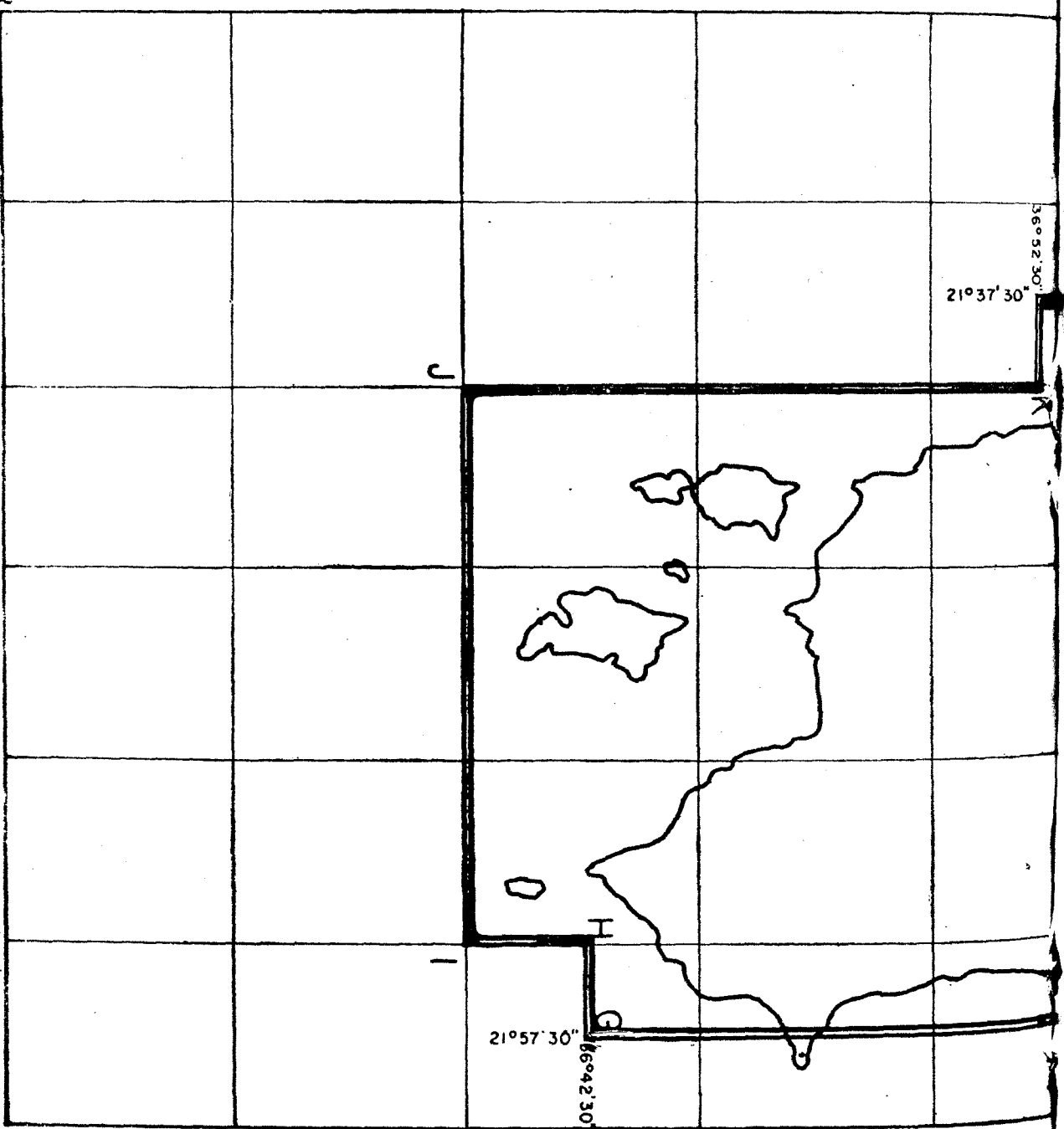
J

I

H

G

K



Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

τὸ 1 Ἰανουαρίου 1960 ἡ ἐτησία συνδρομὴ τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τμηματικῶν πωλῶν φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῷ Δελτίῳ Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης καὶ τῷ Παραρτήματι τῆς Ἐφημερίδος τῆς Κυβερνήσεως, καθωρίσθησαν ὡς κάτωθι:

Α'. ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

Διὰ τὸ τεύχος Α'	Δρχ.	400
» » » Β'	»	250
» » » Γ'	»	200
» » » Δ'	»	400
» » Παράρτημα	»	200
» » Δελτίον Ἀνωνύμων Ἐταιρειῶν	»	500
» » τεύχος «Πράξεις Νομικῶν Προσώπων Δ.Δ. κλπ.»	»	300
» » Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς Ἰδιοκτησίας	»	200
Δι' ἅπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία	»	2.000

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

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

1. Διὰ τὸ τεύχος Α'	Δρχ.	20.—
2. » » » Β'	»	12.50
3. » » » Γ'	»	10.—
4. » » » Δ'	»	20.—
5. » » Παράρτημα	»	10.—
6. » » Δελτίον Ἀνωνύμων Ἐταιρειῶν	»	25.—
7. » » τεύχος «Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κλπ.»	»	15.—
8. » » Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας	»	10.—
9. Δι' ἅπαντα τὰ τεύχη	»	100.—

Β'. ΤΙΜΗ ΦΥΛΛΩΝ

Ἐκαστον φύλλον, μέχρι 8 σελίδων, τιμᾶται δραχ. 2, ἀπὸ 9 σελίδων καὶ ἄνω, ἐκτὸς εἰδικῶν περιπτώσεων, δραχ. 5.

Γ. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

Ι. Εἰς τὸ Δελτίον Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης:

Δημοσιεύματα Ἀνωνύμων Ἐταιρειῶν.

Τῶν δικαστικῶν πράξεων	Δρχ.	200
Τῶν καταστατικῶν Ἀνωνύμων Ἐταιρειῶν	»	5.000
Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν Ἀνωνύμων Ἐταιρειῶν	»	1.000
Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰ συνέλευσεις, ὡς καὶ τῶν κατὰ τὸ ἀρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων	»	500
Τῶν ἀνακοινώσεων τῶν ὑπὸ διὰλυσιν Ἀνωνύμων Ἐταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939	»	100
Τῶν ἰσολογισμῶν τῶν Ἀνωνύμων Ἐταιρειῶν	»	2.000
Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Ἐταιρειῶν	»	500
Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν Ἀσφαλιστικῶν Ἐταιρειῶν	»	300
Τῶν Ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἱεπεκτάσεως τῶν ἐργασιῶν Ἀσφαλιστικῶν Ἐταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	»	2.000

10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς ἀντιπροσώπους ἐν Ἑλλάδι ἑλλοδοσπῶν Ἐταιρειῶν	Δρχ.	1.000
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως Ἀνωνύμων Ἐταιρειῶν	»	5.000

Β'. Δημοσιεύματα Ἐταιρειῶν Περιορισμένης Εὐθύνης.

1. Τῶν Καταστατικῶν	Δρχ.	500
2. Τῶν τροποποιήσεων τῶν Καταστατικῶν	»	200
3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων	»	100
4. Τῶν ἰσολογισμῶν	»	500
5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων	»	500

ΙΙ. Εἰς τὸ Παράρτημα:

1. Τῶν δικαστικῶν πράξεων, προσκλήσεων καὶ λοιπῶν δημοσιεύσεων	»	200
2. Τῶν ἀδείων πωλήσεως ἱμαστικῶν ὑδάτων	»	500

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἐταιρειῶν καὶ Ἐταιρειῶν Περιορισμένης Εὐθύνης ἐν γένει ὠρίσθη 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 Ταμεία ἐναντι ἀποδεικτικοῦ εἰσράξεως, ὅπερ μερίμνη τοῦ ἐνδιαφερομένου ἀποστέλλεται εἰς τὴν Ὑπηρεσίαν τοῦ Ἐθνικοῦ Τυπογραφείου.

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

3. Ἡ καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθῆναις εἰς τὸ ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα Ἐθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεία, ἕτινα τοδίδουσι τοῦτο εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ἐριζόμενα διὰ τῆς ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (ΠΟΝΕΟ 185) ἐγκυρίου διαταγῆς τῆς Γενικῆς Διευθύνσεως Δημοσίου Λογιστικοῦ. Ἐπὶ συνδρομῶν ἐξωτερικοῦ ἀποστελλομένων δι' ἐπιταγῶν, συναποῖται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστὸν.

Ο ΔΙΕΥΘΥΝΤΗΣ
ΚΩΝ. ΧΡ. ΤΡΥΦΩΝΑΣ