

ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
ΤΗ 21 ΑΠΡΙΛΙΟΥ 1961

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ
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ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 4156

Περί κυρώσεως 1) της από 6.7.1960 συμβάσεως μεταξύ 'Ελληνικού Δημοσίου αφ' ενός και των Αιτωλικής 'Εταιρείας Πετρελαίων Α.Ε. και «B.P. EXPLORATION CNY LIMITED (GREECE)» αφ' άλλου, περί έρευνής και εκμεταλλεύσεως υδρογονανθράκων εν Αιτωλο-ακαρνανία, Κεφαλληνία και Λευκάδι 2) της από 22.9.1960 συμβάσεως μεταξύ 'Ελληνικού Δημοσίου αφ' ενός και του William Herbert Hunt αφ' άλλου, περί αναζητήσεως και εκμεταλλεύσεως υδρογονανθράκων εις την περιοχήν Θεσσαλονίκης 3) της από 9 Μαΐου 1960 συμβάσεως μεταξύ 'Ελληνικού Δημοσίου αφ' ενός και της 'Εταιρείας «'Ελληνικός 'Ηλιος» αφ' άλλου, περί τροποποιήσεως και συμπληρώσεως των από 10.3.1953, 27.8.1955 και 1.6.1956 συμβάσεων έρευνής και εκμεταλλεύσεως υδρογονανθράκων εις τας περιοχάς των Νομών Έβρου και Ροδόπης και περί των άλλων διατάξεων αφορώσων εις τους όρους των συμβάσεων υδρογονανθράκων.

ΠΑΥΛΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Ψηφισάμενοι όμοφώνως μετά της Βουλής, αποφασίζομεν και διατάσσομεν:

Άρθρον 1.

Κυροῦται και έχει πλήρη νόμου ισχύν ή από 6 'Ιουλίου 1960 συναφθεῖσα μεταξύ αφ' ενός του 'Ελληνικού Δημοσίου και αφ' άλλου της «Αιτωλικής 'Εταιρείας Πετρελαίων Α.Ε.» και της «B.P. EXPLORATION COMPANY (GREECE) LIMITED» σύμβασις περί παραχωρήσεως εις την ως άνω Αιτωλικήν 'Εταιρείαν Πετρελαίων Α.Ε.» του δικαιώματος έρευνής και εκμεταλλεύσεως υδρογονανθράκων εις τας περιοχάς των νήσων Κεφαλληνίας και Λευκάδος και εις Τμήμα της 'Ηπειρωτικής 'Ελλάδος ανατολικώς των νήσων τούτων εν Αιτωλοακαρνανία, ως αυτά λεπτομερώς περιγράφονται και έμφαινονται διά του άρθρου 1 της κυρουμένης συμβάσεως και τῶ έπισυναπτομένῳ ταύτῃ σχεδιαγράμματι, έξ άρθρων 37 μεθ' ενός πίνακος υπό τίτλον «Πίναξ Β'. Κόστος—Έξοδα—Βάρη» και άλλου υπό τίτλον «Πίναξ Γ—Συμφωνητικόν» ής τό κείμενον έν τε τῇ 'Ελληνική και τῇ 'Αγγλικῇ γλώσσῃ παρατίθεται έν τέλει του παρόντος νόμου.

Άρθρον 2.

Κυροῦται και έχει πλήρη νόμου ισχύν ή από 22—9—1960 συναφθεῖσα μεταξύ αφ' ενός του 'Ελληνικού Δημοσίου και αφ' άλλου του William Herbert Hunt σύμβασις, περί παραχωρήσεως εις τόν William Herbert Hunt του δικαιώ-

ματος έρευνής και εκμεταλλεύσεως υδρογονανθράκων εις την περιοχήν Θεσσαλονίκης ως αύτη λεπτομερώς περιγράφεται και έμφαινεται εις τό άρθρον 1 της κυρουμένης συμβάσεως και τῶ έπισυναπτομένῳ ταύτῃ σχεδιαγράμματι, έξ άρθρων 37 μεθ' ενός πίνακος υπό τόν τίτλον Πίναξ Β' Κόστος—Έξοδα—Βάρη, ής τό κείμενον έν τε τῇ 'Ελληνική και τῇ 'Αγγλικῇ γλώσσῃ παρατίθεται έν τέλει του παρόντος νόμου.

Άρθρον 3.

Κυροῦται και έχει πλήρη νόμου ισχύν ή από 9 Μαΐου 1960 συναφθεῖσα μεταξύ αφ' ενός του 'Ελληνικού Δημοσίου και αφ' άλλου της Άνων. 'Εταιρείας έρευνών και εκμεταλλεύσεως πετρελαίων «ΕΛΛΗΝΙΚΟΣ ΗΛΙΟΣ» περί τροποποιήσεως και συμπληρώσεως των μεταξύ των άνωτέρω συναφθεισών από 10 Μαρτίου 1953, 27 Αύγουστου 1955 και 1 'Ιουνίου 1956 συμβάσεων της μέν πρώτης κυρωθείσης διά του υπ' αριθ. 2691 του 1953 Ν. Δ]τος των δέ άλλων δύο κυρωθεισών διά του υπ' αριθ. 3637 του 1956 Ν. Δ]τος δι' ὧν παραχωρεῖται εις την ως άνω 'Εταιρείαν «ΕΛΛΗΝΙΚΟΣ ΗΛΙΟΣ» τό δικαίωμα αναζητήσεως και εκμεταλλεύσεως πετρελαίου και έν γένει υδρογονανθράκων εις τας περιοχάς των Νομών Έβρου και Ροδόπης, έξ άρθρων 15, της κυρουμένης συμβάσεως ής τό κείμενον παρατίθεται έν τέλει του παρόντος νόμου.

Άρθρον 4.

Έν περιπτώσει συνάψεως συμβάσεων διενεργείας έρευνής και εκμεταλλεύσεως υδρογονανθράκων κατά τας διατάξεις του άρθρου 25 του Ν. 4029 [1959, καθ' ὅς αἱ βάσει του άρθρου τούτου και κατά παρέκκλινιν των διατάξεων του άρθρου 5 του Ν. 3948] 59 καταρτιζόμεναι συμβάσεις δέν χρήζουσι κυρώσεως διά νόμου, δύναται εις τας συμβάσεις ταύτας νά περιληφθῶσι και ὅροι κατά παρέκκλινιν των κειμένων νόμων έφ' ὅσον, οἱ τοιοῦτοι κατά παρέκκλινιν περιληφθῶσι ὅροι εἶναι του αὐτοῦ περιεχομένου πρὸς τούς αντίστοιχους ὅρους τούς τεθέντας εις τας διά του παρόντος Νόμου κυρουμένας συμβάσεις μεταξύ Δημοσίου και Αιτωλικής 'Εταιρείας Πετρελαίων Α.Ε. και της B.P. Exploration Company (Greece) Limited ως και μεταξύ Δημοσίου και του William Herbert Hunt.

Άρθρον 5.

Κυροῦται τό υπ' αριθ. 46641] της από 2 'Ιουνίου 1960 έγγραφον του 'Υπουργείου Βιομηχανίας πρὸς τήν Α.Ε. ESSO HELLENIC INC έχον οὕτω :

«'Ανακινούμεν ὑμῖν ὅτι επί της ληρθείσης από 2 'Ιουνίου 1960 έπιστολῆς σας, συμφωνούμεν μέ τό περιεχόμενον ταύτης, ής αντίγραφον έπιστρέφομεν ὑμῖν θεωρημένον παρ' ἡμῶν, βεβαιούντες ὅτι πράγματι τά έν τῇ έπιστολῇ σας ταύ-

τη σημειούμενα λάθη είναι καθαρώς τυπογραφικά τοιαῦτα, μὴ ἀποτελοῦντα τροποποίησιν τῆς μεθ' ἡμῶν ἀπὸ 11 Δεκεμβρίου 1959 ὑπογραφείσης καὶ νομοθετικῶς κυρωθείσης συμβάσεως καὶ θέλομεν μεριμνήσῃ διὰ τὴν νόμιμον διόρθωσιν των».

Τὰ ἐν τῷ ἐγγράφῳ τούτῳ ἀναφερόμενα λάθη τοῦ εἰς τὴν Ἀγγλικὴν γλῶσσαν κειμένου τῆς ὑπὸ τοῦ Νόμου 4049/1960 κυρωθείσης ἀπὸ 11 Δεκεμβρίου 1959 συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Α.Ε. ESSO HELLENIC INC, ὡς τοῦτο ἐδημοσιεύθη εἰς τὸ ὑπ' ἀριθ. 71 (Τ.Α.) τῆς 28-5-1960 Φ.Ε.Κ. εἶναι τὰ ἐξῆς :

1. Σελὶς 23(2) Ἀρθρον 1 γραμμὴ 18ῃ εἰς τὴν κορυφὴν τῆς σελίδος «V» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «U».

2. Σελὶς 24(1) Ἀρθρον 2, παρ. 2 β γραμμὴ 7ῃ εἰς τὴν κορυφὴν τῆς παρ. 2 β «INVESTEMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «INVESTMENT».

3. Σελὶς 24 (2) Ἀρθρον 2, παρ. 7 γραμμὴ 12 εἰς τὴν κορυφὴν τῆς παρ. 7 «EXPLOITATION» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «EXPLORATION».

4. Σελὶς 24(2) Ἀρθρον 3, Ἐπικεφαλὶς «OBLIGATION» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «OBLIGATIONS».

5. Σελὶς 25(1) Ἀρθρον 3, παρ. 5 α, γραμμὴ 1ῃ τῆς παρ. 5 α «INVESTEMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «INVESTMENT».

6. Σελὶς 25 (2) Ἀρθρον 3 παρ. 5 β, γραμμὴ 7ῃ εἰς τὴν κορυφὴν τῆς σελίδος 25 (2) «CONPANY» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «COMPANY».

7. Σελὶς 25 (2) Ἀρθρον 3, παρ. 5 δ, γραμμὴ 4ῃ εἰς τὴν κορυφὴν τῆς παρ. 5 δ «REN» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «RENT».

8. Σελὶς 27 (1) Ἀρθρον 6, Ἐπικεφαλὶς «DEVELOPMENT AND PRODUCTION OF THE CORPORATION OBLIGATIONS» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «DEVELOPMENT AND PRODUCTION OBLIGATIONS OF THE CORPORATION».

9. Σελὶς 27 (2) Ἀρθρον 7, παρ. 1 γραμμὴ 4ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 «METHOD» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «METHODS».

10. Σελὶς 28 (1) Ἀρθρον 9, παρ. 6, γραμμὴ 2α εἰς τὴν κορυφὴν τῆς παρ. 6 «RUNK» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «TRUNK».

11. Σελὶς 28 (2) Ἀρθρον 9, παρ. 7 γραμμὴ 2α εἰς τὸ τέλος τῆς παρ. 7. Ἡ λέξις «PRODUCED» θὰ ἔπρεπε νὰ παρεμβληθῇ μεταξὺ τῶν λέξεων «OIL» καὶ «BY» καὶ «CALCUTLATED» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «CALCULATED».

12. Σελὶς 28 (2) Ἀρθρον 10 παρ. 1 γραμμὴ 8ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 «SUBTRACTED» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «SUBTRACTED».

13. Σελὶς 29 (1) Ἀρθρον 10, παρ. 3, γραμμὴ 4ῃ εἰς τὴν κορυφὴν τῆς σελίδος 29 (1) «AGREEMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «AGREEMENT».

14. Σελὶς 29 (2) Ἀρθρον 10, παρ. 7 γραμμὴ 7ῃ εἰς τὸ τέλος τῆς παρ. 7 «THE AGREEMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «THIS AGREEMENT».

15. Σελὶς 29 (2) Ἀρθρον 10, παρ. 8 δ, γραμμὴ 2α εἰς τὴν κορυφὴν τῆς παρ. 8 δ, «ASSESEMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «ASSESSMENT».

16. Σελὶς 31 (2) Ἀρθρον 12, παρ. 10, γραμμὴ 7ῃ εἰς τὸ τέλος τῆς παρ. 10, Ἡ λέξις «CRUDE» θὰ ἔπρεπε νὰ παρεμβληθῇ μεταξὺ τῶν λέξεων «SUCH» καὶ «OIL».

17. Σελὶς 32 (1) Ἀρθρον 12, παρ. 12, γραμμὴ 6ῃ εἰς τὴν κορυφὴν τῆς σελίδος 32 (1), Ἡ λέξις «MAY» θὰ ἔπρεπε νὰ παρεμβληθῇ μεταξὺ τῶν λέξεων «AND» καὶ «DISPOSE»

18. Σελὶς 32 (1) Ἀρθρον 12, παρ. 14, γραμμὴ 4ῃ, εἰς τὴν κορυφὴν τῆς παρ. 14 «FOREING» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «FOREIGN».

19. Σελὶς 32 (1) Ἀρθρον 13, παρ. 1 α, γραμμὴ 1ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 α, «CURENCY» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «CURRENCY».

20. Σελὶς 32 (1) Ἀρθρον 13, παρ. 1α, γραμμὴ 4ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 α, «α» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «AS».

21. Σελὶς 32 (1) Ἀρθρον 13, παρ. 1 β, γραμμὴ 6ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 β, «OPERATION» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «OPERATIONS».

22. Σελὶς 32 (1) Ἀρθρον 13, παρ. 2, γραμμὴ 2α εἰς τὴν κορυφὴν τῆς παρ. 2 «ENTLITED» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «ENTITLED».

23. Σελὶς 32 (2) Ἀρθρον 13, παρ. 2, γραμμὴ 6ῃ εἰς τὴν κορυφὴν τῆς σελίδος 32 (2), Ἡ λέξις «IN» θὰ ἔπρεπε νὰ προστεθῇ εἰς τὸ τέλος τῆς γραμμῆς 6.

24. Σελὶς 32 (2) Ἀρθρον 13, παρ. 2, γραμμὴ 12ῃ εἰς τὴν κορυφὴν τῆς σελίδος 32 (2) «INVESTEMENTS» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «INVESTMENTS».

25. Σελὶς 33 (1) Ἀρθρον 13, παρ. 6, γραμμὴ 11ῃ εἰς τὴν κορυφὴν τῆς σελίδος 33 (1), Αἱ λέξεις «OF GREECE» θὰ ἔπρεπε νὰ παρεμβληθοῦν μεταξὺ τῶν λέξεων «BANK» καὶ «OR».

26. Σελὶς 33 (1) Ἀρθρον 14, παρ. 3, γραμμὴ 6ῃ εἰς τὴν κορυφὴν τῆς παρ. 6, Ἡ λέξις «ALL» θὰ ἔπρεπε νὰ διαγραφῇ καὶ νὰ ἀντικατασταθῇ ὑπὸ τῆς λέξεως «FULL».

27. Σελὶς 34 (1) Ἀρθρον 15, παρ. 1, γραμμὴ 5ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 «NECESARY» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «NECESSARY».

28. Σελὶς 34 (2) Ἀρθρον 16, παρ. 3, γραμμὴ 2α εἰς τὴν κορυφὴν τῆς παρ. 3 «CORPORATION' S» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «CORPORATION».

29. Σελὶς 34 (2) Ἀρθρον 17, παρ. 2, γραμμὴ 5ῃ εἰς τὴν κορυφὴν τῆς παρ. 2 «EXPECT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «EXCEPT».

30. Σελὶς 35 (1) Ἀρθρον 17, παρ. 5, γραμμὴ 2α εἰς τὴν κορυφὴν τῆς παρ. 5 «AGREEMENTS» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «AGREEMENT».

31. Σελὶς 35 (2) Ἀρθρον 20, παρ. 3, γραμμαι 2-3 εἰς τὸ τέλος τῆς παρ. 3 «PARIODS» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «PERIODS».

32. Σελὶς 37 (1) Ἀρθρον 22, παρ. 5, γραμμὴ 7ῃ εἰς τὸ τέλος τῆς παρ. 5 «DIFFERENEE» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «DIFFERENCE».

33. Σελὶς 37 (1) Ἀρθρον 22, παρ. 6, γραμμὴ 2α εἰς τὸ τέλος τῆς παρ. 6 «ENTITLY» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «ENTITY».

34. Σελὶς 37 (1) Ἀρθρον 22, παρ. 7 τελευταία γραμμὴ τῆς παρ. 7 «STIPNLATED» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «STIPULATED» καὶ «14» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «13».

35. Σελὶς 37 (2) Ἀρθρον 24, παρ. 1, γραμμὴ 4ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 «SPECIALY» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «SPECIALLY».

36. Σελὶς 37 (2) Ἀρθρον 24, παρ. 2, γραμμαι 1 καὶ 2 εἰς τὸ τέλος τῆς παρ. 2 «OPERAITIONS» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «OPERATIONS».

37. Σελὶς 37 (2) Ἀρθρον 25, παρ. 1 γραμμὴ 7ῃ εἰς τὴν κορυφὴν τῆς παρ. 1 «OCCURENCES» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «OCCURRENCES».

38. Σελὶς 37 (2) Ἀρθρον 25, παρ. 2, γραμμὴ 4ῃ εἰς τὴν κορυφὴν τῆς παρ. 2 «WRITTING» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «WRITING».

39. Σελίς 37 (2) "Άρθρον 25, παρ. 2, γραμμή 4η, εἰς τὴν κορυφὴν τῆς παρ. 2 «FULFILLMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «FULFILMENT».

40. Σελίς 38 (1) "Άρθρον 26, παρ. 2, γραμμή 5η εἰς τὴν κορυφὴν τῆς παρ. 2, Νὰ παρεμβληθῇ ἡ λέξις «MIGHT» μετὰξὺ τῶν λέξεων «WHICH» καὶ «ENTAIL».

41. Σελίς 38 (1) "Άρθρον 26, παρ. 2, γραμμή 28η εἰς τὴν κορυφὴν τῆς παρ. 2 «JUSRICE» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «JUSTICE».

42. Σελίς 38 (2) "Άρθρον 27, παρ. 1 (2), γραμμή 2α εἰς τὴν κορυφὴν τῆς σελίδος 38 (2) «PRSOPEITY» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «PROPERTY».

43. Σελίς 38 (2) "Άρθρον 27, παρ. 1 (C), γραμμή 2 α εἰς τὴν κορυφὴν τῆς σελίδος 38 (2), Νὰ παρεμβληθῇ ἡ λέξις «TO» μετὰξὺ τῶν λέξεων «AND» καὶ «SAFEGUARD».

44. Σελίς 38 (2) "Άρθρον 29, παρ. 2 α γραμμή 4η εἰς τὴν κορυφὴν τῆς παρ. 2 α «MENTIONNED» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «MENTIONED».

45. Σελίς 38 (2) "Άρθρον 29, παρ. 2, δ γραμμή 1η εἰς τὴν κορυφὴν τῆς παρ. 2 δ «FUEL» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «FUELS».

46. Σελίς 39 (2) "Άρθρον 30, παρ. 1, γραμμή 8η εἰς τὴν κορυφὴν τῆς παρ. 1 «OUSTANDING» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «OUTSTANDING».

47. Σελίς 39 (2) "Άρθρον 30, παρ. 2 γραμμή 3η εἰς τὴν κορυφὴν τῆς παρ. 2 «CONSIDEREDASTL» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «CONSIDERED AS».

48. Σελίς 40 (2) "Άρθρον 34, γραμμή 3η εἰς τὸ τέλος τοῦ "Άρθρου 34, Νὰ παρεμβληθῇ ἡ λέξις «TIME» μετὰξὺ τῶν λέξεων «SUCH» καὶ «LIMIT».

49. Σελίς 40 (2) "Άρθρον 35, γραμμή 5η εἰς τὴν κορυφὴν τοῦ "Άρθρου 35 «INVESTEMENT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «INVESTMENT».

50. Σελίς 41 (1) Πίναξ β, παρ. 1 (C), γραμμή 2α εἰς τὸ τέλος τῆς παρ. 1 (C) «EXPECT» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «EXCEPT».

51. Σελίς 41 (2) Πίναξ β, παρ. 4, γραμμή 4η εἰς τὴν κορυφὴν τῆς παρ. 4 «SELECTED» θὰ ἔπρεπε ὁρθῶς νὰ εἶναι «SO ELECTED».

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

Ἐν Ἀθήναις τῇ 30 Μαρτίου 1961

**ΠΑΥΛΟΣ
Β.**

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΠΙ ΤΩΝ ΟΙΚΟΝΟΜΙΚΩΝ

ΕΠΙ ΤΗΣ ΒΙΟΜΗΧΑΝΙΑΣ

Κ. ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΥ

Ν. ΜΑΡΤΗΣ

Ἐδωρῆθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 4 Ἀπριλίου 1961

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΚΩΝ. ΚΑΛΛΙΑΣ

Σ Υ Μ Β Α Σ Ι Σ

Περὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὰς περιοχὰς Αἰτωλοακαρνανίας, Λευκάδος καὶ Κεφαλληνίας.

Προῤῥμιον

Ἡ Ἑθνικὴ Τράπεζα τῆς Ἑλλάδος Α.Ε. ἐνεργοῦσα δι' ἑαυτὴν ὡς καὶ κατ' ἐντολὴν καὶ διὰ λογαριασμὸν τῆς BP Exploration Company Limited ἐζήτησεν ὅπως παραχωρηθῇ εἰς ἑταιρίαν ἰδρυθησομένην ὑπ' αὐτῆς καὶ τῆς BP Exploration Company Limited τὸ δικαίωμα ἐρεύνης καὶ ἐκμεταλλεύσεως κοιτασμάτων περιεχόντων ὑδρογονάνθρακας εἰς τὴν ἐν τῇ αἰτήσῃ τῆς περιγραφομένην περιοχὴν δι' ἀπ' εὐθείας συμβάσεως κυρωθησομένης διὰ Νόμου καὶ ὑπὸ τοὺς ἐν τῇ αἰτήσῃ ὁρους μεταξὺ τῶν ὁποίων εἶναι ὅτι ἡ ἀσκῆσις τοῦ δικαιώματος τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως τῶν κοιτασμάτων θὰ γίνηται ὑπὸ τῆς BP Exploration Company Limited ἢ ὑφ' ἑταιρίας συσταθησομένης καὶ ἐλεγχομένης ὑπ' αὐτῆς.

Τὸ Ἑλληνικὸν Δημόσιον ἀπεδέχθη κατ' ἀρχὴν νὰ διαπραγματευθῇ τὴν συνομολόγησιν τῆς προτεινομένης συμβάσεως.

Ἡ Ἑθνικὴ Τράπεζα τῆς Ἑλλάδος Α.Ε. καὶ ἡ BP Exploration Company Limited ἱδρυσαν ἑταιρίαν ἐδρεύουσαν ἐν Ἀθήναις ὑπὸ τὴν ἐπωνυμίαν Αἰτωλικὴ Ἑταιρία Πετρελαίων Α.Ε.—ἥς τὸ Καταστατικὸν ἐδημοσιεύθη εἰς τὸ ὑπ' ἀριθ. 296/1-7-1960 Φύλλον τοῦ Δελτίου Ἀνωδύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιωρισμένης Εὐθύνης τῆς Ἐφημερίδος τῆς Κυβερνήσεως—, καλουμένην ἐφ' ἐξῆς (ἡ Ἑταιρία), ἡ δὲ BP Exploration Company Limited ἱδρυσεν ἑταιρίαν ἐδρεύουσαν ἐν Λονδίνῳ ὑπὸ τὴν ἐπωνυμίαν BP Exploration Company (Greece) Limited—, ὡς τοῦτο προκύπτει ἐκ τοῦ ᾧδε ἐπισυναπτομένου Καταστατικοῦ—, καλουμένην ἐφ' ἐξῆς (ἡ Ἑταιρία Ἐκμεταλλεύσεως).

Ἡδη, μεταξὺ ἀφ' ἑνὸς τοῦ Ἑλληνικοῦ Δημοσίου ἐκπροσωπομένου νομίμως ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας κ. Νικολάου Μάρτη, καὶ ἀφ' ἑτέρου τῆς ἀνωτέρω ἀναφερομένης Αἰτωλικῆς Ἑταιρίας Πετρελαίων Α.Ε. ἐκπροσωπούμενης ὑπὸ τῶν κ.κ. Δημητρίου Χέλμη καὶ Ντέρικ Ἀρμστρογκ (Derick Armstrong) δυνάμει τοῦ ᾧδε ἐπισυναπτομένου Πρακτικοῦ τῆς ἀπὸ 4 Ἰουλίου 1960 Συνεδριάσεως τοῦ Διοικητικοῦ Συμβουλίου αὐτῆς καὶ τῆς ἀνωτέρω ἐπίσης ἀναφερομένης Ἑταιρίας BP Exploration Company (Greece) Limited ἐκπροσωπούμενης ὑπὸ τοῦ κ. Ἰωάννου Μακβήν Λούαρντ (John McVean Luard) δυνάμει τοῦ ἀπὸ 10 Ἰουνίου 1960 πληρεξουσίου τῆς εἰρημένης Ἑταιρίας βεβαιούμενου ὑπὸ τοῦ Συμβολαιογράφου Λονδίνου Φ.Κ. Τζάιλς ᾧδε ἐπισυναπτομένου καὶ ἐν ἐπισήμῳ μεταφράσει, συνομολογεῖται καὶ συμφωνεῖται δυνάμει τοῦ Ἀρθροῦ 5 τοῦ Νόμου 3948/1959 περὶ Ὑδρογονανθράκων κλπ., ἡ παροῦσα Σύμβασις ἥς οἱ ὅροι καὶ αἱ συμφωνίαι καταρτισθέντες ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας, μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων (Συνεδριάσις 17ης Μαΐου 1960) ἔχουσιν ὡς κάτωθι :

Ἀρθρον 1

Ἀρχικὴ ἐρευνητικὴ περιοχὴ—Ἑταιρία Ἐκμεταλλεύσεως

1. Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἑταιρίαν τὴν ἀκόλουθον ἀρχικὴν ἐρευνητικὴν περιοχὴν :

Ὁλόκληρον τὸ τμήμα ἐκεῖνο τῆς Ἑλλάδος ἡ ἑκτασις τοῦ ὁποίου ὑπολογίζεται εἰς 5715 τετραγωνικὰ χιλιόμετρα ἀποτελούμενον ἐκ τῶν νήσων Κεφαλληνίας καὶ Λευκάδος καὶ τμήματος τῆς Ἡπειρωτικῆς Ἑλλάδος ἀνατολικῶς τῶν νήσων τούτων, ὀριζομένου ὡς κατωτέρω :

Εὐθεῖα γραμμὴ ἐκ τοῦ σημείου Α κωμοπόλεως Ναυπάκτου ἐπὶ τοῦ Κορινθιακοῦ κόλπου, γεωγραφικοῦ πλάτους 38ο 23'30" καὶ γεωγραφικοῦ μήκους 21ο 50'00" (ἀνατολικῶς Γκρήνητος) μέχρι τοῦ σημείου Β κωμοπόλεως Σκαρνόπι γεωγραφικοῦ πλάτους 39ο 00' 00" καὶ γεωγραφικοῦ μήκους 21ο 35' 00" (ἀνατολικῶς Γκρήνητος). Ἐκεῖθεν εὐ-

θεῖα γραμμὴ πρὸς σημεῖον Γ ἐπὶ τῆς ἀνατολικῆς πλευρᾶς τοῦ Ἀμβρακικοῦ κόλπου γεωγραφικοῦ πλάτους 39ο 00' 00" καὶ γεωγραφικοῦ μήκους 21ο 09'00" (ἀνατολικῶς Γκρήνητος). Ἐκεῖθεν γραμμὴ ἀκολουθοῦσα τὴν παραλλήλῃ κατὰ μῆκος τῆς νοτίου πλευρᾶς τοῦ Ἀμβρακικοῦ κόλπου καὶ ἐν συνεχείᾳ μέχρι τοῦ Κορινθιακοῦ κόλπου καὶ κατὰ μῆκος τῆς βορείου πλευρᾶς τοῦ Κορινθιακοῦ κόλπου μέχρι τοῦ σημείου Α Ναύπακτος.

Ἐπὶ τοῦ συναπτομένου σχεδιαγράμματος ὑπὸ κλίμακα 1 : 250.000, ἀποτελοῦντος ἀναπόσπαστον τμήμα τῆς παρούσης Συμβάσεως καὶ ἐπισυναπτομένου αὐτῇ ὡς Πίναξ Α, ἡ ὡς ἄνω περιγραφομένη ἀρχικὴ ἐρευνητικὴ περιοχὴ εἶναι χρωματισμένη δι' ἐρυθροῦ χρώματος.

Ἡ παράγραφος 3 τοῦ Ἀρθροῦ 6 τοῦ Νόμου 3948/1959 δὲν ἐφαρμόζεται ἐν προκειμένῳ.

2. Πάντα τὰ δικαιώματα τὰ ὁποῖα ὀρίζονται εἰς τὴν παρούσαν Σύμβασιν παραχωροῦνται εἰς τὴν Ἑταιρίαν.

Τὸ Ἑλληνικὸν Δημόσιον παρέχει διὰ τῆς παρούσης τὴν ἄδειαν τῆς μεταβιβάσεως τῆς ἀσκήσεως τῶν κατὰ τὴν παράγραφον 1) δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως εἰς τὴν Ἑταιρίαν Ἐκμεταλλεύσεως καὶ ἐγκρίνει τὸ συνημμένον ὡς Πίνακα Γ μεταξὺ τῆς Ἑταιρίας καὶ τῆς Ἑταιρίας Ἐκμεταλλεύσεως σχετικὸν συμφωνητικόν, οὗτινος οἱ ὅροι ἐπὶ ποινῇ αὐτοδικαίας ἀκυρότητος δὲν δύνανται νὰ καταργηθοῦν ἢ ὅπωςδήποτε νὰ μεταρρυθμισθοῦν ἄνευ προηγουμένης ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας.

Ὡς ἐκ τούτου πᾶσαι αἱ διατάξεις τῆς παρούσης Συμβάσεως αἱ ἀφορῶσαι τὴν Ἑταιρίαν θὰ ἐφαρμόζονται καὶ ἐπὶ τῆς Ἑταιρίας Ἐκμεταλλεύσεως ἡ ὁποία θὰ δικαιούται ν' ἀσκήσῃ ὑπὲρ αὐτῆς πάντα τὰ δικαιώματα, τὰς ἐξουσίας καὶ τὰ προνόμια τῆς Ἑταιρίας συμφώνως πρὸς τοὺς ὁρους τῆς παρούσης Συμβάσεως, θὰ ἔχῃ τὰ δι' αὐτῆς ἀναγνωριζόμενα εἰς τὴν Ἑταιρίαν πλεονεκτήματα, ἀτελείας, φορολογικὰς ἢ δασμολογικὰς ἢ οἰασδῆποτε φύσεως ἐξ εἰσφορῶν, κρατήσεων, δικαιωμάτων, τελῶν χαρτοσήμου ἢ ἐν γένει ἐπιβαρύνσεων, ἀπαλλαγὰς ἢ φορολογικὰς ἢ δασμολογικὰς διευκολύνσεις, θὰ ὑποχρεοῦται νὰ ἐκπληροῖ πάσας τὰς διὰ τῆς παρούσης Συμβάσεως ἀναλαμβανομένας ὑποχρεώσεις τῆς Ἑταιρίας καὶ θὰ δικαιούται νὰ προβαίῃ εἰς πᾶσαν κατὰ τὴν παρούσαν Σύμβασιν ἐνέργειαν ἢ δῆλωσιν εἴτε δι' ἑαυτὴν εἴτε ὡς ἀντιπρόσωπος καὶ πληρεξούσιος τῆς Ἑταιρίας.

Ἡ Ἑταιρία εἶναι μετὰ τῆς Ἑταιρίας Ἐκμεταλλεύσεως εἰς ὁλόκληρον ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου διὰ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων βάσει τῆς παρούσης Συμβάσεως.

Πᾶσα ἐνέργεια τῆς Ἑταιρίας Ἐκμεταλλεύσεως πηγάζουσα ἐκ τῆς παρούσης Συμβάσεως θὰ θεωρῆται ὡς γενομένη καὶ ὑπὸ τῆς Ἑταιρίας καὶ θὰ ὑποχρεοῖ καὶ ταύτην.

Ἀρθρον 2

Δικαίωμα ἀνανεώσεως καὶ περιορισμοῦ τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς

1. Ἡ ἀρχικὴ ἐρευνητικὴ περιοχὴ παραχωρεῖται εἰς τὴν Ἑταιρίαν διὰ περίοδον τριῶν ἐτῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

2. Ἐνα τοῦλάχιστον μῆνα πρὸ τοῦ τέλους τοῦ τρίτου ἔτους ἡ Ἑταιρία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν περιοχὴν ἢ τὰς περιοχὰς ἃς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ τρίτου ἔτους. Ἡ οὕτω ἐπιστρεφόμενη περιοχὴ ἢ αἱ οὕτω ἐπιστρεφόμεναι περιοχαὶ θὰ ἔχουν ὀλικὴν ἑκτασιν ἴσην πρὸς τὰ 50 0 | 0 τοῦλάχιστον τῆς ἐκτάσεως τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς.

3. Ἐφ' ὅσον ἡ Ἑταιρία θὰ ἔχῃ ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις τῆς κατὰ τὴν διάρκειαν τῶν πρώτων τριῶν ἐτῶν ὡς ἐν Ἀρθροῖς 3 καὶ 4 τῆς παρούσης Συμβάσεως ὀρίζεται, καὶ ἐφ' ὅσον αὕτη προέβη εἰς τὰς ἐν τῇ ἀνωτέρω παραγράφῳ 2) καθοριζόμενας ἐπιστροφάς, αἱ εἰς τὴν Ἑταιρίαν παραμένουσαι περιοχαὶ θὰ κρατοῦνται παρ' αὐτῆς αὐτοδικαίως κατὰ πλήρως δικαίωμα δι' ἑτέραν περίοδον τριῶν ἐτῶν (πρώτη περίοδος ἀνανεώσεως, ἀπὸ τοῦ τετάρτου μέχρι τοῦ τέλους τοῦ ἑκτοῦ ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως).

4. Ένα μῆνα πρὸ τοῦ τέλους τοῦ ἔκτου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως (τέλος τῆς πρώτης περιόδου ἀνανεώσεως) ἡ Ἑταιρία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν περιοχὴν ἣ τὰς περιοχὰς ἃς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ ἔκτου ἔτους. Αἱ οὕτω ἐπιστρεφόμεναι περιοχὴ ἢ περιοχαὶ θὰ ἔχουν ὀλικὴν ἑκτασιν ἴσην πρὸς τὰ 25 0]0 τοῦλάχιστον τῆς ἐκτάσεως τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς.

5. Ἐφ' ὅσον ἡ Ἑταιρία θὰ ἔχῃ ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις της κατὰ τὴν διάρκειαν τῆς πρώτης περιόδου ἀνανεώσεως (ἀπὸ τοῦ τετάρτου μέχρι τοῦ τέλους τοῦ ἔκτου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως), ὡς καθορίζονται αὐταὶ ἐν Ἄρθροις 3 καὶ 4 τῆς παρούσης Συμβάσεως, καὶ ἐφ' ὅσον αὕτη προέβῃ εἰς τὰς ἐπιστροφὰς ὡς αὐταὶ καθορίζονται ἐν τῇ ἀνωτέρω παραγράφῳ 4), αἱ εἰς τὴν Ἑταιρίαν παραμένονσαι περιοχαὶ θὰ κρατοῦνται παρ' αὐτῆς αὐτοδικαίως κατὰ πλήρεις δικαίωμα δι' ἑτέραν περίοδον δύο ἐτῶν (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ ἑβδόμου μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως).

6. Ἐὰν μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως δὲν ἀνευρέθησαν ὑπὸ τῆς Ἑταιρίας ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλιζούσας εἰς τὴν Ἑταιρίαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην της, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθῃ ὡς ἐκ τούτου παρὰ τῆς Ἑταιρίας αἰτήσεις παραχωρήσεως συμφώνως τῷ Ἄρθρῳ 5 παράγραφος 1), πᾶσα περιοχὴ κατεχομένη παρὰ τῆς Ἑταιρίας κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης Συμβάσεως θὰ ἐπιστρέφῃται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα Σύμβασις θὰ θεωρῇται λήξασα.

7. Ἐὰν καθ' οἵανδήποτε στιγμήν κατὰ τὰ πρῶτα ὀκτὼ ἔτη ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἡ Ἑταιρία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τὴν ἀρχικὴν ἐρευνητικὴν περιοχὴν εἰς ποσότητας ἐξασφαλιζούσας, κατὰ τὴν γνώμην τῆς Ἑταιρίας, τὴν δυνατότητα οἰκονομικῶς συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχωρήσιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν Ἄρθρῳ 5, παράγραφοι 1) καὶ 2) ὀριζόμενα, τότε ἡ Ἑταιρία θὰ δικαιούται μετὰ τὸ πέρασ τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἡμερομηνίας τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς ὡς ἄνω παραχωρήσεως πρὸς ἐκμετάλλευσιν ἀπάσας τὰς ἐρευνητικὰς περιοχὰς ἃς θὰ κατέχῃ εἰσέτι ἡ Ἑταιρία ἀμέσως πρὸ τῆς λήξεως τοῦ ὡς ἄνω ὀγδόου ἔτους. Ὡς ἐκ τούτου, εἰς ἣν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγῃ παραχωρήσις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου ὁρους, τότε τὸ σύνολον τῶν ἐρευνητικῶν περιοχῶν ἃς δικαιούται ἡ Ἑταιρία νὰ κατέχῃ ἐπὶ τῇ βάσει τῆς παρούσης παραγράφου 7) θὰ ἰσοῦται πρὸς τὰ 25 0]0 τοῦ συνόλου τῆς ἐκτάσεως τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς μείον τῶν τυχόν ἐπιστραφειῶν πρὸ τῆς παρελεύσεως τῶν ὀκτὼ ἐτῶν ἐκουσίως περιοχῶν παρὰ τῆς Ἑταιρίας ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἐπὶ πλέον τῆς ἐκτάσεως τῶν 75 0]0 τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς τὴν ὁποίαν ἡ Ἑταιρία ὑποχρεοῦται νὰ ἐπιστρέψῃ συμφώνως πρὸς τοὺς ὁρους τοῦ ἁρθροῦ τούτου καὶ μείον τῆς περιοχῆς διὰ τὴν ὁποίαν ἡ Ἑταιρία θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ ἐν λόγῳ ὀγδόου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. Ἡ ἐπιλογὴ τῶν ἐπιστρεφόμενων περιοχῶν κατὰ τὰς παραγράφους 2) καὶ 4) ὡς ἄνω θὰ γίνηται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἑταιρίας, αἱ δὲ ἐπιστρεφόμεναι περιοχαὶ δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν ὅρον ὅτι ἕκαστος τῶν ἐπιστρεφόμενων χωρισμένων χώρων δὲν εἶναι μικρότερος τῶν πεντήκοντα τετραγωνικῶν χιλιομέτρων.

Ὅσακις ἡ Ἑταιρία ἐπιλέγῃ περιοχὴν ἢ περιοχὰς πρὸς ἐπιστροφήν θὰ ὑποβάλλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1 : 10.000 ἐμφαίνοντα τὰς ἐπιστρεφόμενας καὶ κρατούμενας περιοχὰς.

* Ἄρθρον 3

Ὑποχρεώσεις ἐπενδύσεως τῆς Ἑταιρίας

1. Κατὰ τὰ πρῶτα ὀκτὼ ἔτη ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἡ Ἑταιρία ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀνάλογα ποσὰ πρὸς ἐνέργειαν ἐρευνητικῶν ἐργασιῶν καὶ ἐνδεχομένως ἐργασιῶν ἐκμεταλλεύσεως κατὰ τοὺς ὁρους τῆς παρούσης Συμβάσεως :

- α) κατὰ τὰ τρία πρῶτα ἔτη £ 645.000
- β) κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (ἀπὸ τοῦ τετάρτου μέχρι τοῦ τέλους τοῦ ἔκτου ἔτους) £ 1.340.000
- γ) κατὰ τὴν δευτέραν περίοδον ἀνανεώσεως (ἀπὸ τοῦ ἑβδόμου μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους) £ 770.000

ἥτοι ἐν συνόλῳ £ 2.755.000

(Αἱραὶ Στερλίναι δύο ἑκατομύρια ἑπτακόσiai πεντήκοντα πέντε χιλιάδες).

2. Ἐὰν ἡ Ἑταιρία διατηρήσῃ ἐρευνητικοὺς χώρους μετὰ τὸ πέρασ τοῦ ὀγδόου ἔτους, ὡς ἐν Ἄρθρῳ 2, παράγραφος 7) ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργασίας οὓς κρατεῖ μετὰ τὸ πέρασ τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως :

κατὰ τετραγ.
χιλιόμετρον

- α) καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἐτῶν £ 300
- β) καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἐτῶν. £ 500
- γ) καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἐτῶν £ 750
- δ) μετὰ τὸ τέλος τοῦ ἐνάτου ἔτους ἀνὰ τριετίαν (ἥτοι μετὰ τὸ τέλος τοῦ 17ου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως). £ 1.000

3. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἑταιρίας κατὰ τὰς ἐργασίας τῆς ἐρεῦνης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης Συμβάσεως κατὰ τὴν ἀρχικὴν τριετὴν περίοδον καὶ τὴν πρώτην περίοδον ἀνανεώσεως τριῶν ἐτῶν, ὡς ἀναφέρονται ἐν τῇ παραγράφῳ 1) τοῦ παρόντος ἁρθροῦ, ἐπὶ πλέον τῶν ὑποχρεώσεων τῆς ἐπενδύσεως, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τῆς ἐπομένης ἢ τῶν ἐπομένων περιόδων ἀνανεώσεως. Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἑταιρίας κατὰ τὰς ἐρευνητικὰς τῆς ἐργασίας βάσει τῆς παρούσης Συμβάσεως καὶ καθ' οἵανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παράγραφον 2) τοῦ παρόντος ἁρθροῦ, ὑπερβαῖνον τὰς ρητῶς κατονομαζόμενας ἐπενδύσεις διὰ τὴν αὐτὴν περίοδον, θὰ πιστοῦται ἔναντι τῶν ὑποχρεωτικῶν ἐπενδύσεων δι' ἐρεῦνας τῶν ἐπομένων τριετῶν περιόδων.

β) Ἐὰν ἡ Ἑταιρία δὲν ἔχῃ ἐπενδύσῃ κατὰ τὸ τέλος μιᾶς τῶν ἐν τῷ παρόντι ἁρθρῳ ἀναφερομένων περιόδων διὰ τὰς ἐρευνητικὰς ἐργασίας της καὶ ἐνδεχομένως εἰς τὰς ἐργασίας τῆς ἐκμεταλλεύσεως τὰ προαναφερθέντα ὑποχρεωτικὰ ποσὰ εἰς ἃ θὰ περιλαμβάνωνται καὶ ἀπασαὶ αἱ πιστώσεις ὡς ὑπὸ α) ἀνωτέρω, ἡ Ἑταιρία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν διαφοράν 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 βραδύτερον, ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους τῆς ἀντιστοίχου περιόδου, αἱ δὲ τοιαῦται καταβολαὶ θὰ θεωρῶνται ὅτι ἀποτελοῦν πλήρη συμμόρφωσιν ἐκ μέρους τῆς Ἑταιρίας πρὸς τὰς ὑποχρεώσεις τῆς ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

γ) Ἐὰν ἡ Ἑταιρία ἐπιστρέψῃ εἰς τὴν Ἑλληνικὸν Δημόσιον, συμφώνως πρὸς τὰς διατάξεις τοῦ ἁρθροῦ 20, ἀπάσας τὰς ἐρευνητικὰς περιοχὰς καὶ ἀπάσας τὰς παραχωρήσεις πρὸς ἐκμετάλλευσιν, ἃς ἐνδεχομένως κατέχει συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, κατὰ τὴν διάρκειαν οἰασθῇ-

ποτε ἐκ τῶν κάτωθι ἐν τῷ παρόντι ἐδαφίῳ γ) ὀριζομένων περιόδων, ἡ Ἑταιρία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν διαφοράν μεταξὺ τοῦ συνολικοῦ ποσοῦ τοῦ πράγματι ἐπενδυσθέντος μέχρι τῆς ἡμερομηνίας τῆς τοιαύτης ἐπιστροφῆς καὶ τοῦ ποσοῦ τοῦ ὀριζομένου διὰ τὴν ἐν λόγῳ περίοδον ἐν τῷ παρόντι ἐδαφίῳ γ).

Πρῶτα τρία ἔτη ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος
τῆς παρούσης Συμβάσεως.....£ 645.000
Τέταρτον ἔτος ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς
παρούσης Συμβάσεως.....£1.125.000
Πέμπτον ἔτος ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς
παρούσης Συμβάσεως.....£1.575.000
Ἑκτον ἔτος ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς
παρούσης Συμβάσεως.....£1.985.000
Ἑβδομον ἔτος ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος
τῆς παρούσης Συμβάσεως.....£2.380.000
Ὀγδοον ἔτος ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς
παρούσης Συμβάσεως.....£2.755.000

Αἱ καταβολαὶ αὗται θὰ ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τῆς παραιτήσεως ἀπὸ τῆς Συμβάσεως, αἱ δὲ καταβολαὶ αὗται θὰ θεωρῶνται ὡς ἀποτελοῦσαι πλήρη συμμόρφωσιν τῆς Ἑταιρίας πρὸς τὰς ὑποχρεώσεις τῆς ἐπενδύσεως μέχρι τῆς ἡμερομηνίας τῆς τοιαύτης παραιτήσεως.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιημένην παρὰ τῆς Ἑταιρίας εἴτε ἐντὸς εἴτε καὶ ἐκτὸς τῆς Ἑλλάδος, οἰασδήποτε φύσεως, καταβληθεῖσαν ἢ ὑφειλομένην παρὰ τῆς Ἑταιρίας 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 τῶν καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσει τῶν ὑπὸ ἐδάφιον γ) κατωτέρω ἀναφερομένων), ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι ἐκ τῶν δαπανῶν ὁργανώσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν γενικῶν ἐξόδων δὲν θὰ ἐπιτρέπηται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἁρθρου ποσὰ ὑπερβαίνοντα τὸ 10 ο/ο τῶν ὑποχρεώσεων ἐπενδύσεως τῶν ἀναφερομένων ἐν παραγράφοις 1) καὶ 2) τοῦ παρόντος ἁρθρου διὰ τὰς ἀντιστοίχους τριετεῖς καὶ διετεῖς περιόδους.

Εἶναι αὐτονόητον ὅτι οἱ ὡς ἄνω περιορισμοὶ τυγχάνουν ἐφαρμογῆς μόνον διὰ τὸν ὑπολογισμὸν τῶν ἐλαχίστων ὑποχρεωτικῶν ὀρίων ἐπενδύσεως τῆς Ἑταιρίας.

β) Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παραγράφου 4), ἐδάφιον α) μόνον :

Δαπάναι Ὀργάνωσης θὰ θεωρῶνται ἅπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μετὰ τὴν σύστασιν τῆς Ἑταιρίας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης Συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἐξοδα Διοικήσεως θὰ θεωρῶνται ἅπαντα τὰ ὑπὸ οἰουδήποτε ἐκ τῶν ἰδρυτῶν-μετόχων χρεούμενα ἐξοδα εἰς βάρος τῆς Ἑταιρίας διὰ τὰς παρεχόμενας τεχνικὰς καὶ διοικητικὰς συμβουλὰς.

Γενικά Ἐξοδα θὰ θεωρῶνται ὅτι περιλαμβάνουν :

1. Τὸ μίσθωμα τῶν διοικητικῶν καὶ διαχειριστικῶν γραφείων ἐν Ἑλλάδι, ὡς καὶ ἅπασας τὰς δαπάνας τὰς σχετιζομένας μετὰ τὴν συντήρησιν τῶν γραφείων τούτων, ὡς π.χ. φωτισμός, θέρμανσις, τηλέφωνα κλπ.

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

3. Τὴν ἀγορὰν, συντήρησιν καὶ ἐξοδα 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 ἀναφερόμενας εἰς ταξείδια ἐξωτερικοῦ δι' ἐργασίας τοῦ προσωπικοῦ Διευθύνσεως καὶ Διοικήσεως.

6. Τὰς δαπάνας παραστάσεως, (πλὴν τῶν καταβαλλομένων ὡς ἀποδογῶν), ὁλοκληροῦ τοῦ προσωπικοῦ.

γ) Ἐὰν ἡ Ἑταιρία εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (Rigs) πρὸς τὸν σκοπὸν διεξαγωγῆς γεωτρήσεων, ἐρεύνης καὶ ἐκμεταλλεύσεως κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, ἡ Ἑταιρία θὰ δικαιούται νὰ πιστώσῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἁρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὸ 20 ο/ο τῆς τιμῆς ἀγορᾶς (περιλαμβανομένης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα) δι' ἕκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐπραγματοποιήθη ἡ ἀγορὰ καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

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

Ἄρθρον 4

Ὑποχρεώσεις Ἑργασίας—Ἐρευναι

1. Ἡ Ἑταιρία ὑποχρεοῦται νὰ ποιήσῃται ἐνῆρξιν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν ἐπὶ τῆς ἐρευνητικῆς τῆς περιοχῆς τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἐνῆρξιν τῆς ἰσχύος τῆς παρούσης Συμβάσεως, ἅπασα δὲ ἡ ἐρευνητικὴ περιοχὴ θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῇ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπὸν ὅπως δυνήθῃ ἡ Ἑταιρεία νὰ καθορίσῃ τοὺς καλύτερους δυνατοὺς χώρους διὰ τὴν γεώτρησιν φρεάτων ἐρεῦνης.

2. Ἡ γεώτρησις ἐνὸς βαθέος ἐρευνητικοῦ φρεάτος θὰ ἀρχίσῃ ἐντὸς τῶν πρώτων δέκα ὀκτῶ μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

3. Κατὰ τὴν πρώτην περίοδον ἀνανεώσεως, ἥτοι ἀπὸ τοῦ τετάρτου μέχρι τοῦ τέλους τοῦ ἔκτου ἔτους, θὰ ἀνορυχθῶσιν τοὐλάχιστον ἑτέρα δύο βαθεᾶ ἐρευνητικὰ φρέατα.

4. Κατὰ τὴν δευτέραν περίοδον ἀνανεώσεως, ἥτοι ἀπὸ τοῦ ἐβδόμου μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους, θὰ ἀνορυχθῶσιν τοὐλάχιστον τρία εἰσέτι βαθεᾶ ἐρευνητικὰ φρέατα.

5. Τὰ προαναφερθέντα ἐρευνητικὰ φρέατα θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φθάσῃ εἰς βάθος τοὐλάχιστον ὀκτῶ χιλιάδων ποδῶν.

6. Ἡ τοποθεσία τῶν ὡς ἄνω ἐρευνητικῶν φρεάτων θὰ ἐπιλεγῇ παρὰ τῆς Ἑταιρίας κατὰ τὴν κρίσιν τῆς.

7. Ἐφ' ὅσον κατὰ τὴν πρώτην τριετῇ περίοδον ἡ Ἑταιρία ἤθελε συμπληρώσῃ τὴν ἀνόρυξιν περισσοτέρων τοῦ ἐνὸς ἐρευνητικῶν φρεάτων καὶ/ἢ ἐφ' ὅσον κατὰ τὴν πρώτην περίοδον ἀνανεώσεως ἡ Ἑταιρία ἤθελε συμπληρώσῃ τὴν ἀνόρυξιν περισσοτέρων τῶν δύο ἐρευνητικῶν φρεάτων, τὰ πέραν τῶν ὡς ἄνω κατ' ἐλάχιστον ἀριθμὸν ἀνορυχθέντα ἐρευνητικὰ φρέατα θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τῆς ἐπομένης ἢ τῶν ἐπομένων περιόδων ἀνανεώσεως.

8. Ὡς βαθὺ ἐρευνητικὸν φρέαρ νοεῖται φρέαρ βάθους οὐχὶ μικροτέρου τῶν χιλίων πεντακοσίων (1500) μέτρων, νοουμένων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἁρθρου ὡς βαθέων φρεάτων καὶ τῶν ἀκολουθῶν φρεάτων :

α) Οἰονδήποτε ἐρευνητικὸν φρέαρ ἐν τῷ ὁποίῳ ἀνεκαλύφθησαν ὑδρογονάνθρακες εἰς βάθος μικρότερον τῶν 1500 μέτρων εἰς ποσότητας αἱ ὁποῖαι κατὰ τὴν κρίσιν τῆς Ἑταιρίας ἐξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἑταιρίαν καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρία προέβη εἰς τὰς ἐν Ἄρθρῳ 5, παράγραφῳ 1) τῆς παρούσης Συμβάσεως προβλεπόμενας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οιονδήποτε έρευνητικόν φρέαρ έν τῷ ὁποίῳ τὸ γρανιτικόν ἢ κρυσταλλικόν στρώμα συνηντήθη εἰς οἰονδήποτε βάθος μεταξύ 750 καὶ 1500 μέτρων. Ἐάν έν τούτοις τὸ κρυσταλλικόν ἢ γρανιτικόν στρώμα συνηντήθη εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἢ τοιαύτη γεώτρησης δέν θὰ θεωρῆται ὡς βαθύ έρευνητικόν φρέαρ καί, έν τοιαύτῃ περιπτώσει, ἡ Ἑταιρία θὰ ὑποχρεοῦται εἰς άνόρουξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 1500 μέτρων, ἄλλως μέχρις άνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ α) άνωτέρω προβλέπεται, ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου στρώματος εἰς οἰονδήποτε βάθος, ἢ μέχρις ὅτου συντρέξουν αἱ κατωτέρω ὑπὸ ἐδάφιον γ) προβλεπόμεναι προϋποθέσεις, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψει ένωρίτερον.

γ) Οιονδήποτε έρευνητικόν φρέαρ διὰ τὸ ὅποιον τὸ Ἑλληνικόν Δημόσιον καὶ ἡ Ἑταιρία συμφωνοῦν ὅτι δέν δικαιολογεῖται περαιτέρω γεώτρησης. Ἐφ' ὅσον ἡ συμφωνία αὕτη ἤθελεν έπιτευχθῇ πρὶν ἢ ἡ γεώτρησης φθάσῃ τὸ βάθος τῶν 750 μέτρων, τότε τὸ τοιοῦτον έρευνητικόν φρέαρ δέν θὰ θεωρῆται ὡς βαθύ έρευνητικόν φρέαρ καὶ ἡ Ἑταιρία θὰ ὑποχρεοῦται εἰς άνόρουξιν έτέρου φρέατος εἰς βάθος 1500 μέτρων, ἄλλως μέχρις άνακαλύψεως ὑδρογονανθράκων έν αὐτῷ, ὡς ὑπὸ ἐδάφιον α) άνωτέρω ὀρίζεται, ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ στρώματος εἰς οἰονδήποτε βάθος τούτου, ἢ μέχρις ὅτου τὸ Ἑλληνικόν Δημόσιον καὶ ἡ Ἑταιρία συμφωνήσουν ὅτι περαιτέρω γεώτρησης δέν δικαιολογεῖται εἰς τὸ φρέαρ τοῦτο, οἰονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψει ένωρίτερον.

Εἰς τὰς προβλεπομένας ὑπὸ ἐδάφια β) καὶ γ) άνωτέρω περιπτώσεις, τὸ εἰς μέτρα βάθος τῆς γεωτρήσεως τοῦ άρχικοῦ φρέατος προστιθέμενον εἰς τὸ εἰς μέτρα βάθος τοῦ εἰς άντικατάστασιν άνορυχθέντος φρέατος δέν θὰ εἶναι ἔλασσον τῶν χιλίων πεντακοσίων μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὸν έν τῇ προηγούμενῃ φράσει ὅρον έντός τῶν καθοριζομένων χρονικῶν ὀρίων, ἡ Ἑταιρία θὰ ὑποχρεοῦται νὰ καταβάλλῃ εἰς τὸ Ἑλληνικόν Δημόσιον ποσὸν ἐκ 125 ἑκατὸν εἰκοσι πέντε (125) δι' ἑκάστον μέτρον καθ' ὃ τὸ ἄθροισμα τῶν μέτρων τοῦ άρχικοῦ καὶ τοῦ εἰς άντικατάστασιν φρέατος θὰ ὑπολείπηται τῶν χιλίων πεντακοσίων μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς άνω ποσοῦ τὸ άρχικόν καὶ τὸ εἰς άντικατάστασιν φρέαρ, λαμβανόμενα ὁμοῦ, θὰ θεωρῶνται ὡς έν βαθύ έρευνητικόν φρέαρ κατὰ τοὺς ὅρους τοῦ παρόντος άρθρου.

9. Ἐάν ἡ Ἑταιρία έπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἰονδήποτε έρευνητικοῦ φρέατος εἰς οἰονδήποτε βάθος καὶ χωρὶς ἂ ἔχῃ άνακαλύψει έν αὐτῷ ὑδρογονανθράκας καὶ νὰ ἔγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἑταιρία θὰ δικαιούται νὰ πράξῃ τοῦτο κατὰ τὴν έλευθέραν τῆς κρίσιν, ὑπὸ τὰς προϋποθέσεις τοῦ παρόντος ἄρθρου. Ἐάν έν τούτοις τὸ Ἑλληνικόν Δημόσιον κέκτηται σοβαροῦς τεχνικοῦς λόγους νὰ πιστεῦῃ ὅτι ἡ άνακάλυψις ὑδρογονανθράκων θὰ ἦτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικόν Δημόσιον θὰ δικαιούται τότε νὰ ζητήσῃ τὴν παρά τῆς Ἑταιρίας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὅρον ὅτι ἡ αίτησις αὕτη ἐγένετο πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικόν Δημόσιον δέν θὰ απαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῶν 8000 ποδῶν ὑπὸ τοὺς ὅρους τῆς παραγράφου 5) τοῦ παρόντος ἄρθρου.

Ἡ Ἑταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς άνω αίτησιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολουθοῦς ὁμῶς ὁρους :

α) Ἡ συμπληρωματικὴ αὕτη γεώτρησης θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλλῃ τῇ Ἑταιρίᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, περιλαμβανομένης ἐπιβαρύνσεως δι' ἀπόσβεσιν βάσει τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομένων έν Πίνακι Β διὰ χρησιμοποιοῦμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια, ὡς καὶ προσθέτως ποσοστοῦ 10 ο/ο ἐπὶ τοῦ συνόλου τῆς δαπάνης καὶ τῆς ἐπιβαρύνσεως διὰ γενικὰ έξοδα. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ άργότερον έντός 15 ἡμερῶν ἀπὸ τῆς

ὑποβολῆς παρά τῆς Ἑταιρίας πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ. Ἐν περιπτώσει μὴ έμπροθέσμου καταβολῆς τοῦ ὡς άνω ποσοῦ ἡ Ἑταιρία δικαιούται νὰ διακόψῃ ὀριστικῶς τὴν γεώτρησιν καὶ νὰ ἀποσύρῃ τὸ γεωτρυπάνον.

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

γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησης ἤθελε προκαλέσει καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας ἢ ἐπενδύσεων τῆς Ἑταιρίας συμφῶνως πρὸς τὴν παρούσαν Σύμβασιν, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους έντός τῶν ὁποίων οἰαδήποτε τῶν ὑποχρεώσεων τούτων δέον νὰ ἐκπληρωθῇ.

δ) Ἐν περιπτώσει καθ' ἣν ἤθελον άνακαλυφθῇ εἰς τὸ ὡς άνω φρέαρ, κατὰ τὴν διάρκειαν τῆς συμπληρωματικῆς ταύτης γεωτρήσεως, ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλίζουσας κατὰ τὴν έλευθέραν τῆς Ἑταιρίας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν Ἑταιρίαν ἐκμετάλλευσιν, ἡ Ἑταιρία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτησῇται καὶ λάβῃ παραχώρησιν πρὸς ἐκμετάλλευσιν άναφερομένην εἰς τὴν τοιαύτην άνακάλυψιν ὡς έν ἄρθρῳ 5 τῆς παρούσης Συμβάσεως ὀρίζεται, τῆς Ἑταιρίας ὑποχρεουμένης ὡς εἰκὸς έν τῇ περιπτώσει ταύτῃ νὰ πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ, τριάκοντα ἡμέρας μετὰ τὴν ὑπὸ τῆς Ἑταιρίας δήλωσιν τὴν προβλεπομένην διὰ τῶν παραγράφων 1) καὶ 2) τοῦ άρθρου 5, ποσὸν ἐξικνουόμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ ὅποιον ἐπλήρωσε τὸ Ἑλληνικόν Δημόσιον τῇ Ἑταιρίᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (έντόκως πρὸς 10 ο/ο ἐτησίως).

ἄρθρον 5

Δικαίωμα τῆς Ἑταιρίας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν—Ἀριθμὸς καὶ χρόνος διάρκειας τούτων

1. Ἐάν καθ' οἰονδήποτε χρόνον καθ' ὃν ἡ Ἑταιρία διατηρεῖ έρευνητικὰ δικαιώματα βάσει τῆς παρούσης Συμβάσεως άνευρεθῇ εἰς έρευνητικόν φρέαρ έξορυχθὲν παρά ταύτης ποσότης ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς Ἑταιρίας τὴν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν τούτων διὰ ταύτην, αὕτη, μετὰ τὴν ὑποβολὴν πρὸς τὸ Ἑλληνικόν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης άνακαλύψεως, δικαιούται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην έν τοῖς ἐφεξῆς έν τῇ παρουσίᾳ Συμβάσει ὡς «παραχώρησις» ἢ «παραχώρησις πρὸς ἐκμετάλλευσιν», περιλαμβανούσαν τὸ φρέαρ τοῦτο, ὑπὸ τοὺς ὅρους τῶν παραγράφων 2), 3) καὶ 4) τοῦ παρόντος ἄρθρου καὶ κατὰ τὴν ὑπὸ τοῦ άρθρου 11 τοῦ Νόμου 3948]1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. Ἀπὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφῶνως πρὸς τὰ έν ἄρθρῳ 11 τοῦ Νόμου 3948]1959 ὀριζόμενα, εἰς τὸ Ὑπουργεῖον Βιομηχανίας τῆς ἐπιλεγείσης περιοχῆς, ἡ Ἑταιρία καθίσταται αὐτομάτως μισθώτρια τῆς ὑπ' αὐτῆς ἐπιλεγείσης περιοχῆς ἢ περιοχῶν.

3. Ἡ μεγίστη ἔκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα οἰονδήποτε σχήματος καθοριζομένου παρά τῆς Ἑταιρίας. Ἐάν έν τούτοις ἡ Ἑταιρία δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικόν Δημόσιον ὅτι ἡ πιθανὴ ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετραγωνικὰ χιλιόμετρα, τότε ἡ Ἑταιρία θὰ δικαιούται εἰς παραχωρητήριον ἔκτάσεως πρὸς ἐκμετάλλευσιν μεγαλύτερας τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἑκατὸν (100) τετραγωνικὰ χιλιόμετρα.

4. Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἃς δικαιούται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλήρες δικαίωμα ἡ Ἑταιρία βάσει τῆς παρούσης Συμβάσεως εἶναι ἀπερίοριστος, ἑκάστον δὲ νέον φρέαρ τῆς Ἑταιρίας εἰς έρευνητικούς χώρους άνήκοντας εἰς τὴν Ἑταιρίαν ἀλλὰ κειμένους ἐκτός τῶν παραχωρήσεων τῆς πρὸς ἐκμετάλλευσιν, δυνάμενον νὰ παράγῃ ὑδρογονανθράκας, θὰ παρέχῃ εἰς τὴν Ἑ-

ταιρίαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως ὑπὸ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

5. Ἡ διάρκεια ἐκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ εἶναι τριακονταετὴς ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς υποβολῆς δηλώσεως πρὸς ἐκμετάλλευσιν.

Ἐφ' ὅσον ἡ Ἑταιρία συνεμορφώθη πρὸς τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις της, τὰς ἀναφερομένας εἰς τὰς καθ' ἑκάστη παραχωρήσεις ἐκμεταλλεύσεως, ἡ τριακονταετής αὕτη περίοδος θὰ παρατείνεται αὐτομάτως δι' ἑτέρα δέκα ἔτη ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς ὅρους τῆς παρούσης Συμβάσεως, ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι οἰκιδήποτε τροποποιήσεις τοῦ Νόμου 3948]1959 ἐφαρμοζόμεναι γενικῶς ἐπὶ τῆς ἐκμεταλλεύσεως ὑδρογονανθράκων, θὰ ἐφαρμόζωνται καὶ ἐπὶ τῆς παραχωρήσεως ἢ τῶν παραχωρήσεων ὧν παρατείνεται ὡς ἄνω ἡ ἰσχὺς.

Ἄρθρον 6

Ἐποχρεώσεις ἐκμεταλλεύσεως καὶ παραγωγῆς τῆς Ἑταιρίας

1. Ἀμα τῇ κατὰ τὸ προηγούμενον ἄρθρον 5 τῆς παρούσης Συμβάσεως υποβολῇ τῆς προβλεπομένης ἐν Ἀρθρῷ 11 τοῦ Νόμου 3948]1959 δηλώσεως δι' ἐπιλεγείσαν παρὰ τῆς Ἑταιρίας περιοχὴν, αὕτη θὰ προβῇ ταχέως εἰς ἀνόρουξιν φρεάτων, χαράξεως ὁρίων (Delineation) καὶ ἀναπτύξεως, εἰς ἀπόστασιν μετὰ τῶν τοιαύτην ἥτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἑταιρίας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδεγμένα, νὰ ἐξασφαλίσῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατὴν ἀπόδοσιν.

2. Ἡ Ἑταιρία θὰ συνεχίσῃ παραγωγικὴν ἐργασίαν κατὰ τοὺς κανόνας τῆς τέχνης ὑπὸ τὰς προϋποθέσεις τῆς παραγράφου 3) τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῶς κανόνας καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίσῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ Ἑταιρία θὰ ὑποχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νὰ προβῇ εἰς παραγωγὴν ὑδρογονανθράκων εἰς ρυθμὸν ὅστις συμφώνως πρὸς τὴν διεθνῇ πρακτικὴν διὰ τὰ πετρέλαια :

- α) δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τεχνικῆς, ἢ
- β) εἶναι ἐπιβλαβὴς εἰς τὸν σκοπὸν τῆς ἐν τελευταίᾳ ἀναλύσει μεγίστης ἀποδόσεως, ἢ
- γ) δὲν εἶναι οἰκονομικῶς συμφέρουσα, ἥτοι δὲν ἐξασφαλίζει εἰς τὴν Ἑταιρίαν κέρδος.

4. Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ ὅτι αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς Ἑταιρίας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν ταῖς ὑπ' ἀριθ. 1), 2) καὶ 3) παραγράφους διατάξεις, τότε τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τοῦτο ἐγγράφως εἰς τὴν Ἑταιρίαν πρὸς ἑναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης. Εἶναι αὐτονόητον ὅτι ἡ Ἑταιρία ἐὰν ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ Ἑλληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν Ἀρθρῷ 26 τῆς παρούσης Συμβάσεως ὀριζόμενα, κατὰ τὴν διάρκειαν τῆς ὁποίας ἡ Ἑταιρία δὲν θὰ ὑποχρεοῦται νὰ ποιῇται ἑναρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

Ἄρθρον 7

Ἐπιτρεπόμεναι ἐργασίαι τῆς Ἑταιρίας

1. Ἡ Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικὰς, γεωφυσικὰς καὶ οἰανδήποτε ἑτέραν ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογονανθράκων δι' οἰωνδήποτε μεθόδων καὶ νὰ ἐνεργῇ ἀναγνωριστικὰς γεωλογικὰς γεωτρήσεις καὶ ἐρευνητικὰς γεωτρήσεις εἰς βάθος πρὸς τὸν αὐτὸν σκοπὸν, ἐντὸς τῆς ἐρευνητικῆς περιοχῆς καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χεῖρας τῆς Ἑταιρίας βάσει τῆς παρούσης Συμβάσεως καθ' οἰανδήποτε στιγμὴν.

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

3. Ἡ Ἑταιρία θὰ δικαιούται νὰ ἀποθηκεύῃ τοὺς ὑπ' αὐτῆς παραχθέντας ὑδρογονάνθρακας, νὰ τοὺς υποβάλλῃ εἰς προκαταρκτικὴν ἐπεξεργασίαν (ὡς π.χ. ἀποχωρισμὸς ὕδατος καὶ ἰζημάτων, ἀποθείωσιν, ἀποχωρισμὸν τῆς φυσικῆς βενζίνης /Natural Gasoline/ ἐκ τῶν φυσικῶν αερίων) καὶ νὰ τοὺς μεταφέρῃ.

4. Ἡ Ἑταιρία θὰ ἔχῃ τὴν κυριότητα ἐπὶ ἀπάντων τῶν παραγομένων παρ' αὐτῆς ὑδρογονανθράκων καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθέρας αὐτῶν διαθέσεως εἴτε διὰ τῆς πωλήσεως τῶν εἰς τὴν Ἑλληνικὴν ἀγορὰν εἴτε διὰ τῆς ἐξαγωγῆς τῶν, τηρουμένων ὁμως τῶν ἐν ἄρθροις 9 καὶ 12 τῆς παρούσης Συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἄσκησιν τῶν ἐν τῷ παρόντι Ἀρθρῷ ἀναφερομένων δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεως της πρὸς τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις της, ἡ Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγείρῃ ἢ νὰ ἀναθέτῃ τὴν ἀνέγερσιν καὶ /ἢ νὰ χρησιμοποιοῇ καὶ/ ἢ νὰ μισθώνῃ 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, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικὰ καὶ ραδιοφωνικὰ ἐγκαταστάσεις καὶ πᾶσαν ἑτέραν ἐγκαταστάσιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης Συμβάσεως. Τοιαῦται ἐγκαταστάσεις δύναται ν' ἀνοικοδομηθοῦν καὶ/ἢ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἑταιρίας μόνον ἐφ' ὅσον αἱ ἤδη ὑπάρχουσιν καὶ ἀνήκουσαι εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην κρατικὴν ὑπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἑταιρίας ἢ ὅταν ἡ χρησιμοποίησις τῶν δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἑταιρίαν.

6. Ἡ Ἑταιρία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς διὰ τὴν εὐόδωσιν τῶν ἐργασιῶν της τῶν προβλεπομένων ὑπὸ τῆς παρούσης Συμβάσεως, νὰ ἀποξηραίνῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῆς ἐρευνητικῆς περιοχῆς καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τὰς ὁποίας 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 προηγούμεναις παραγράφους περιγραφόμενων σκοπῶν. Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἡ ἔλλειψις ἀποκτήσεως τοιούτων ἀδειῶν ἢ ἐγκρίσεων καθιστᾷ ἀδύνατον ἢ καθυστεροῖ ἀναγκαιῶς τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης Συμβάσεως προβλεπομένων ὑποχρεώσεων τῆς Ἑταιρίας, πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψις ἐκτελέσεως οἰωνδήποτε τῶν κατὰ τὴν παρούσαν Σύμβασιν ὑποχρεώσεων τῆς Ἑταιρίας δὲν θὰ ἀποτελῇ παράβασιν τῶν ὁρῶν τῆς παρούσης καὶ θὰ θεωρῇται ὡς περίπτωσις «ἀνωτέρας βίας» κατὰ τὰς διατάξεις τοῦ Ἀρθροῦ 25 τῆς παρούσης Συμβάσεως.

Ἄρθρον 8

Καταβολὴ Στρεμματικοῦ

Ἡ Ἑταιρία θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον ὅστις θὰ ἀνέρχεται εἰς 1000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐπὶ ἀπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἑταιρίας εἰς οἰανδήποτε στιγμὴν συμφώνως τῇ παρούσῃ Συμβάσει. Ἡ καταβολὴ τοῦ φόρου τούτου ἀρχεῖται ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ Ἑταιρία καθίσταται μισθώτρια παραχωρήσεων.

Ἄρθρον 9

Δικαιώματα

1. Ἡ Ἑταιρία θὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον δικαίωμα ἐκ 12 1]2 ο)ο ἐπὶ πάσης ποσότητος παραγομένου

ἀργού πετρελαίου καὶ φυσικῆς βενζίνης καὶ παραγομένων καὶ πωλουμένων φυσικῶν ἀερίων, μετρούμενων παρ' αὐτῆς κατὰ τὰ ἐν παραγράφῳ 3) τοῦ παρόντος Ἀρθροῦ καθοριζόμενα, κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς συμφωνίας τῇ παρούσῃ Συμβάσει, ἐλευθέρων ὕδατος καὶ ξένων οὐσιῶν.

Αἱ παρὰ τῆς Ἑταιρίας χρησιμοποιοῦμεναι διὰ τὰς ἰδίας τῆς ἀνάγκας ποσότητες ὑδρογονανθράκων διὰ καύσιμα ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (Repressuring) ἢ δι' ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἐργασιῶν δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἶδος ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκάστου 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 ἀργὸν 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 πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἐξαμήνου, πλην ἐπιτεύξεως ἀμοιβαίως ἐκνοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς 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 μετροῦνται διὰ τὸ ἀργὸν πετρέλαιον εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρίας, διὰ τὸ φυσικὸν ἀέριον εἰς τὸ σημεῖον πωλήσεως καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τούτον ἡ Ἑταιρία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα εἰς τὴν διεθνήν πρακτικὴν τῶν πετρελαίων συστήματα.

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἶδος δικαιώματά του ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρίας ἐντὸς τεσσαράκοντα ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα, ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας, ἡ δὲ Ἑταιρεία ὑποχρεοῦται νὰ ἀποθηκεύῃ εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν τὸ οὗτο σεὶ εἰς τὸ Δημόσιον παραδοθησόμενον ὡς δικαίωμα ἀργὸν πετρέλαιον ἄνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου. Ἐν περιπτώσει καὶ ἢν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἶδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα εἴτε νὰ διαθέτῃ ἐλευθέρως τούτο 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 πρακτικὴν δαπάνην ἀποθηκεύσεως σὺν 10% ἵ.

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

6. Ἐὰν ἡ Ἑταιρεία εἶναι ἰδιοκτήτρια καὶ ἐκμεταλλεύεται οἰονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ἀιτήσῃ τὴν μεταφορὰν παρὰ τῆς Ἑταιρίας τῶν ἀνηκουσῶν αὐτῶν ποσοτήτων μέσῳ τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέματός των, εἴτε μέχρις οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιηθῇ παρὰ τῆς Ἑταιρίας ἐναντι καταβολῆς τῶν δαπανῶν πλέον 10% ἵ. Ἡ παρούσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἑταιρίας νὰ κατασκευάσῃ ἀγωγούς ἢ οἰονδήποτε ἐγκαταστήσιν μεταφορὰς ἐπὶ πλέον τῶν ὅσον τυχὸν ἔχει ἢ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰονδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν

ἢ καὶ ἐτέρας ἐγκαταστήσεις μεταφορὰς πλην ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρίας πρὸς τὸν σκοπὸν τούτον.

7. α) Πρὸ τοῦ χρόνου καὶ ἢ ἡ Ἑταιρεία θὰ καταστήσῃ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν (Posted Price) ἐν Ἑλλάδι, τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσόν, ὡς δικαιώματα. Θὰ ὑπολογίζεται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι διυλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἑταιρίαν.

β) Ἀπὸ τῆς στιγμῆς καὶ ἢ ἡ Ἑταιρεία θὰ καταστήσῃ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν (Posted Price) ἐν Ἑλλάδι, τὸ καταβλητέον εἰς μετρητὰ ποσόν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ ἀργοῦ παρ' αὐτῆς παραγομένου πετρελαίου ἐν Ἑλλάδι θὰ ὑπολογίζεται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (Posted) τιμῆς.

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (Gasoline) θὰ ὑπολογίζεται 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 μεταφορὰς ἀπὸ τοῦς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου τοῦ 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' ἑκαστον κυβικὸν μέτρον πωλουμένου ἀερίου μείον ἐξόδων μεταφορὰς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (Well-Head) εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται κατὰ ἐξαμηνίαν ἐντὸς τοῦ Ἰανουαρίου καὶ τοῦ Ἰουλίου ἐκάστου ἔτους. Κατὰ τὸν αὐτὸν χρόνον θὰ γίνωνται τυχὸν ἀναγκαῖαι ἀναπροσαρμογαὶ ἐὰν ἦθελον ἀποδεχθῇ ἐφαρμόσασθαι καὶ προβλέψεις ἐφ' ὧν ἐβασίσθησαν οἱ πληρωμαὶ τῶν δικαιωμάτων εἰς εἶδος.

Ἄρθρον 10

Φόροι

1. Οἱ συντελεσταὶ φόρου εἰσοδήματος εἰς οὓς θὰ ὑποκαίται ἡ Ἑταιρεία κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς ποροίσης Συμβάσεως θὰ ᾧσιν οὐχὶ ὀλιγώτερον εὐνοϊκοὶ διὰ τὴν Ἑταιρίαν ἀπὸ τοὺς ἐν τῷ Νόμῳ 4049/1960 καθοριζόμενους συντελεστάς, οἰονδήποτε καὶ ἂν εἶναι ὁ ἐκάστης ἰσχύων διὰ τὰς ἄλλας Ἑταιρίας συντελεστής. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον, τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, θὰ ἀφαιρῇται ὑπὸ τοῦ καταβληθέντος τὸ ποσὸν τῶν δικαιωμάτων τὰ ὅποια καταβλήθησαν ἐπ' αὐτοῦ διὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος, δύναται τοῦ Ἀρθροῦ 9 τῆς παρούσης Συμβάσεως, ἐπὶ τῷ σκοπῷ ὅπως ἐξευρεθῇ τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος τὸ ὅποion θὰ καταβληθῇ ὑπὸ τῆς Ἑταιρίας διὰ τὴν διαχειριστικὴν περίοδον. Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ Ἀρθροῦ 9 τῆς παρούσης Συμβάσεως δὲν νὰ καταβάλλωνται ἐπὶ οἰονδήποτε παραγωγῆς ὑδρογονανθράκων, ἀσέτως ἐὰν αἱ ἐργασίαι τῆς Ἑταιρίας ἀποφέρουν κέρδος ἢ ζημίαν.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος, ὡς καθορίζεται ἐν παραγράφῳ 1) ἀναγνωρίζεται ὡς ἐκπιπὸν συμφώνως πρὸς τὸ Νομοθετικὸν Διάταγμα 2732/1953 τὸ κυρώσας τὴν Σύμβασιν μεταξὺ Βασιλείου τῆς Ἑλλάδος καὶ Ἡνωμένου Βασιλείου τῆς Μεγάλης Βρετανίας καὶ Βορείου Ἰρλανδίας διὰ τὴν ἀποφυγὴν διπλῆς φορολόγησις. Οἱ τυχόν φόροι ἐν πίσῃ περιπτώσει οἱ καταβληθέντες ὑπὸ τῆς Ἑταιρίας εἰς τὸ Ἡνωμένον Βασίλειον κατὰ τὴν διάρκειαν τῆς ἀνωτέρω Συμβάσεως μεταξὺ τοῦ Ἡνωμένου Βασιλείου καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἢ μετὰ τὴν λήξιν αὐτῆς, δὲν

θα επηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τῆς Ἑταιρίας τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὸν Νόμον 4049]1960.

3. Ἐξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης Συμβάσεως (στρεμματικός), τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ Ἀρθροῦ 9 τῆς παρούσης καὶ τοῦ φόρου εἰσοδήματος ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προβλεπομένου ὑπὸ τοῦ Νόμου 4049]1960, ἡ Ἑταιρία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι τῆς, τὰ δικαιώματά τῆς, τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης Συμβάσεως, καθὼς καὶ οἰαδήποτε μηχανήματα, ἀνταλλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὕλικά παντὸς εἶδους τὰ εἰσαγόμενα ἐκ τοῦ ἐξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρίας συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἶδους) ὡς καὶ τῶν ὑπὸ τῆς Ἑταιρίας παραγομένων ὑδρογονανθράκων (ἐξαιρουμένων τῶν δυνισμένων προϊόντων οἰασδήποτε 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 ἐπιβαλλομένης δι' εἰδικοὺς σκοποὺς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου, ὡς καὶ τελῶν χαρτοσήμου, πλὴν τῶν καθαρῶς ἀνταποδοτικῶν εἰσφορῶν δι' ὑπηρεσίας ἢ δικαιώματα πάσης φύσεως Ἀσφαλιστικῶν Ταμιέων.

Ἡ παροῦσα Σύμβασις καθὼς καὶ οἰαδήποτε συμφωνία ἢ σύμβασις βάζει ταύτης ἢ ὅποια ἤθελεν υπογραφῇ σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνησεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιφέρειας τῆς περιγραφομένης ἐν ἄρθρῳ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοποὺς τῆς παρούσης Συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ Ἑλληνικοῦ Κράτους ὡς πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων εἰ ὅποιοι παρέχουν ὑπηρεσίας σχετικὰς πρὸς τὴν παροῦσαν Σύμβασιν.

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

4. Οἱ μέτοχοι τῆς Ἑταιρίας ἀπαλλάσσονται ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἑταιρίας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθέντος δι' εἰδικοὺς σκοποὺς, τελῶν, κρατήσεων, εἰσφορῶν, τελῶν χαρτοσήμου ἢ ἄλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου ἢ τρίτων, λόγῳ τῆς ιδιότητος τῶν ὡς μετόχων τῆς Ἑταιρίας.

5. Ἀπασαὶ αἱ δαπάναι, ἐξόδα καὶ ἐπιβαρύνσεις τῆς Ἑταιρίας, αἱ σχετικαὶ μετὰ τὴν ὁργάνωσιν τῆς καὶ τὰς ἐργασίας τῆς κατὰ τὴν παροῦσαν Σύμβασιν, ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τῆς Ἑταιρίας, βάζει 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 ἐμφανίσῃ καθαράν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου μετὰ τὴν ἐκ μέρους τῆς ἀπόκτησιν τῆς πρώτης τῆς παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἢ ἐν λόγῳ

ζημία θὰ ἄγῃται εἰς νέον ὑπὸ τῆς Ἑταιρίας καὶ θὰ ἐνοποιῇται μετὰ τῆς ἐπομένης διαχειριστικῆς περιόδου ἢ περιόδων, εἴτε αὐταὶ δεικνύουσι κέρδη εἴτε ζημίας. Τὸ οὕτω προκύπτον ἀποτέλεσμα, ἐὰν ἐξακολουθῇ νὰ ἐμφανίσῃ ζημίαν, θὰ ἄγῃται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἑταιρίας καὶ θὰ ἐνοποιῇται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. Ἡ ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνηται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξῃ ἡ παροῦσα Σύμβασις. Ἡ Ἑταιρία δὲν θὰ δικαιούται νὰ προβάλῃ ἀπαίτησιν τινα κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἃς ἤθελε τυχὸν ὑποστῇ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης Συμβάσεως.

7. Διὰ τοῦ ὅρου «καθαρά κέρδη» τῆς Ἑταιρίας ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο νοοῦνται ἐν σχέσει μετὰ ἑκάστην διαχειριστικὴν περίοδον τὰ κέρδη, ἅτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθάριστων ἐσόδων τῆς Ἑταιρίας, τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐν γένει διὰ τῶν ὁποίων ἐπιβαρύνθη ἡ Ἑταιρία λόγῳ τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, ἀνεξαρτήτως ἐὰν αὐταὶ προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος. Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἐξόδα, αἱ ἀναφερόμεναι εἰς τὴν προηγούμενην φράσιν καὶ ἐν παραγράφῳ 5) τοῦ παρόντος Ἀρθροῦ, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς ἀναφερομένας εἰς τὸν Πίνακα Β τῆς παρούσης Συμβάσεως, καὶ ἡ ἐκπτώσις τῶν θὰ ἐπιτρέπηται ἀνεξαρτήτως ἰσχυόντων ἢ μελλόντων νὰ ἰσχύουσιν περιορισμῶν σχετικῶς μετὰ τὰς ἐν λόγῳ ἐκπτώσεις. Εἰς τὰς δαπάναις, ἐπιβαρύνσεις καὶ ἐξόδα ὡς ἄνω δὲν θὰ περιλαμβάνονται ὅμως τὰ ὑπὸ τοῦ Ἀρθροῦ 9 τῆς παρούσης Συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα). Ὁ καθορισμὸς τῶν ἀκαθάριστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἐξόδων θὰ γίνηται συμφώνως μετὰ τὰ γενικῶς παραδεδεμένα ὑπὸ τῆς διεθνούς βιομηχανίας πετρελαίου λογιστικὰ συστήματα καὶ ἀρχάς.

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα καταβάλλονται εἰς εἶδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, συμφώνως τῷ Ἀρθρῳ 9 τῆς Συμβάσεως, τὸ ποσὸν τούτων, ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἄνω Ἀρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρίας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι Ἀρθρῳ. 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 Ἑταιρίας.

8. α) Ἡ Ἑταιρία θὰ κλείῃ τὸν ἰσολογισμόν τῆς ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου, ἥτις 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 τοῦ Ὑπουργείου Οἰκονομικῶν, ἐνὸς ἀνωτάτου ἢ ἀνωτέρου ὑπαλλήλου ἀρμοδιότητος τοῦ Ὑπουργείου Βιομηχανίας καὶ ἐξ ἐνὸς ὀρκωτοῦ λογιστοῦ. Ὁ ἔλεγχος πρὸς τῆς ὡς ἄνω ἐπιτροπῆς τῶν ἀποτελεσμάτων ἐκάστης διαχειριστικῆς περιόδου εἶναι δυνατόν νὰ ἐνεργηθῇ καὶ πρὸ τῆς κατὰ νόμον ὑποβολῆς φορολογικῆς δηλώσεως ὑπὸ τῆς Ἑταιρίας. Τὸ ἀποτέλεσμα τοῦ κατὰ τὰ ἀνωτέρω ἐλέγχου ὑτόκειται εἰς τὴν ὑπὸ τῆς ἐκάστοτε ἰσχύουσας νομοθεσίας προβλεπομένην διαδικασίαν διοικητικῆς ἐπιλύσεως προκυπτούσης διαφοράς καὶ τὰ ὑπὸ τῆς αὐτῆς νομοθεσίας προβλεπόμενα ἐνδίκαια μέσα, ἀποκλειομένης ἐν προκειμένῳ τῆς προσφυγῆς εἰς δικαιοδοσίαν κατὰ τὰς διατάξεις τοῦ Ἀρθροῦ 26 τῆς παρούσης Συμβάσεως.

γ) Ὁλόκληρον τὸν βάσει τῆς δηλώσεως τῆς βεβαιούμενον φόρον ἡ Ἑταιρία θέλει καταβάλλει ἐκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποβολῆς ταύτης.

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανουμένης διαχειριστικῆς περιόδου ἰσχύουσαι ἐκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλασσομένων ὁμῶς τῶν ἐκ τοῦ Ἄρθρου 9 τῆς παρούσης Συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως ἢ κατὰ ἐξαμηνίαν τῶν ὑπὸ τῶν ἄνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἑταιρίας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν τῆς ἐκάστοτε ληξάσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δι' ἀνακριβῆ δήλωσιν διατάξεις τῆς ἐκάστοτε ἰσχύουσας νομοθεσίας δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐφ' ὅσον αἱ προκύπτουσαι διαφοραὶ εἰς τὸ ποσὸν τοῦ ὀφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὀφειλομένης εἰς πταῖσμα τῆς Ἑταιρίας, ἀλλὰ ἐκ πλάνης ἢ διαφόρου ἐρμηνείας παρὰ τῆς Ἑταιρίας τῶν ἐφαρμοστέων 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 Ἀρθροῦ 21 τῆς παρούσης δὲν ἐφαρμόζονται ἐπὶ οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος Ἀρθροῦ 10 ὑποχρεώσεων τῆς Ἑταιρίας.

Ἄρθρον 11

Εἰσαγωγή, Ἐξαγωγή μηχανημάτων, ἐξοπλισμοῦ καὶ ὑλικῶν

1. Ἡ Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζεται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παρούσαν Σύμβασιν, πάντα τὰ μηχανήματα καὶ ἐξοπλισμὸν, συμπεριλαμβανομένον καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν, καὶ οἰαδήποτε ὑλικά οἰασδήποτε φύσεως, τὰ ὅποια κατὰ τὴν κρίσιν τῆς Ἑταιρίας εἶναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. Ἡ παρούσα Σύμβασις ἐπέχει θέσιν οἰασδήποτε εἰδικῆς ἐγκρίσεως ἢ ἀναγκαστικῆς ἀδείας ἢ ὅποια ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμός, ἀνταλλακτικὰ καὶ ὑλικά οἰασδήποτε 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 οἰασδήποτε φύσεως ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἑταιρίας, καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τέλος τζιπ ἢ ἀντίστοιχα ὀχήματα παντὸς εἶδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἑξ κατὰ τὴν ἑναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἑκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν, εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Ἡ Ἑταιρία θὰ εἶναι ἐλευθέρη νὰ ἐξάγῃ καθ' οἰονδήποτε χρόνον ὅλα τὰ μηχανήματα, ἐξοπλισμὸν καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν, καὶ τὰ οἰασδήποτε φύσεως αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἑταιρίας ἐν Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1) καὶ 2) τοῦ Ἀρθροῦ τούτου, ἐκτὸς ἐὰν αἱ διατάξεις τοῦ Ἀρθροῦ 22 τῆς παρούσης Συμβάσεως θεσπίζουσι διαφοροτρόπως, καὶ αἱ τοιαῦται ἐξαγωγὰ δὲν θὰ ὑπόκεινται εἰς οἰανδήποτε εἰδικὴν ἐξουσιοδότησιν ἢ ἀναγκαστικὴν 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 ἢ Ἑταιρία πωλήσῃ ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὅποια εἰσέγχευε συμφώνως πρὸς

τοὺς ὅρους τοῦ παρόντος Ἀρθροῦ χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἰσχύϊ ἐκάστοτε νομοθεσίᾳ τῇ δυναμένη νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἑταιρίαν ἐὰν ἡ πώλησις ἔχῃ γίνῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην τινὰ Ἑταιρίαν ἢ ἐργολάβον, οἱ ὅποιοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ὡς ἡ Ἑταιρία, κατὰ τὰς διατάξεις τοῦ παρόντος Ἀρθροῦ.

Ἄρθρον 12

Ἐγγώριος κατανάλωσις καὶ ἐξαγωγή

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρία συνομολογοῦσι τὰ κάτωθι ὅσον ἀφορᾷ τὴν ἐγγώριον κατανάλωσιν καὶ τὰς ἐξαγωγὰς ὑδρογονανθράκων:

2. Ἡ Ἑταιρία θὰ κέκτηται τὸ δικαίωμα εἰς οἰανδήποτε στιγμὴν ἐλευθέρως ἐξαγωγῆς καθ' οἰονδήποτε τρόπον καὶ ὑπ' οἰουσδήποτε ὁρους ἤθελεν αὕτη καθορίσει, ἀνευ ἰδιαίτερας ἀδείας ἢ ἐγκρίσεως ἐκάστοτε καὶ ἀνευ καταβολῆς τελῶν ἐξαγωγῆς ἢ ἐτέρων φόρων, τελῶν ἢ ἐπιβαρύνσεως ἢ τελῶν χαρτοσήμου, πάσης παραγομένης ποσότητος πέραν:

α) τῶν ἀναγκῶν τῆς Ἑλληνικῆς ἀγορᾶς, ἢ

β) τῶν πάσης φύσεως ποσοτήτων ὑδρογονανθράκων τὰς ὁποίας τὰ ὑπάρχοντα εἰς οἰανδήποτε στιγμὴν καὶ ἐργαζόμενα ἐν Ἑλλάδι διυλιστήρια ἐπεξεργασθήσαν, ὅποιαδήποτε τῶν ποσοτήτων τούτων εἶναι μικρότερα καὶ νὰ κρατῇ τὸ προϊόν τῶν τοιούτων πωλήσεων ἐκτὸς Ἑλλάδος, ὡς λεπτομερῶς καθορίζεται ἐν Ἀρθρῳ 13.

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

Κατὰ τὴν ἀσκήσιν τοῦ δικαιώματος τούτου ἡ Ἑταιρία θὰ ἐπιδιώκῃ νὰ ἐξάγῃ ποσότητας ἀργοῦ πετρελαίου, πέραν τῶν ὡς ἄνω ὑπὸ ἐδάφια α) καὶ β) ἀναφερομένων, ὅποιαδήποτε εἶναι μικρότερα, ἐφ' ὅσον ἡ Ἑταιρία διαθέτει καταλλήλους ἀγορὰς διὰ τὰς ποσότητας ταύτας.

Ἐν περιπτώσει καθ' ἣν ἡ Ἑταιρία γνωρίσῃ ἐγγράφως τῷ Ἑλληνικῷ Δημοσίῳ, ὅτι δὲν διαθέτει τοιαύτας ἀγορὰς, τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται:

α) Εἴτε νὰ ἀποδεχθῇ τὴν δήλωσιν τῆς Ἑταιρίας, ἀπαλλάσσον οὕτω τὴν Ἑταιρίαν τῆς ὑποχρεώσεως παραγωγῆς καὶ ἐξαγωγῆς τῶν τοιούτων ἐπὶ πλέον ποσοτήτων.

β) Εἴτε νὰ ὑποχρεώσῃ τὴν Ἑταιρίαν νὰ παραγάγῃ τοιαύτας ἐπιπροσθέτους ποσότητας, ἐντὸς πάντως τῶν ὑπὸ τοῦ Ἀρθροῦ 6, παράγραφος 3) τιθεμένων περιορισμῶν. ὅποτε τὸ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται ἀντιστοίχως νὰ ἀγοράσῃ ἢ νὰ ἐπιμεληθῇ τῆς ἀγορᾶς τῶν τοιούτων ἐπὶ πλέον ποσοτήτων εἰς τὰς καθωρισμένας τιμὰς (Posted Prices), τοῦ Ἑλληνικοῦ Δημοσίου παραμένοντος πάντοτε πρωτοφειλέτου τῆς Ἑταιρίας διὰ τὴν πληρωμὴν τῶν ποσοτήτων ἀργοῦ πετρελαίου ἀγορασθέντος κατὰ τὰ ἀνωτέρω, ἐφαρμοζομένων καὶ πάντων τῶν ὑπολοίπων ἐφαρμοστέων ὁρῶν τῆς παρούσης Συμβάσεως.

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

4. Ἡ Ἑταιρία ὑποχρεοῦται νὰ ἐφεδιάξῃ τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον διυλιστήριον

υπάρχον εν 'Ελλάδι δι' ἐγχωρίου ἀργοῦ πετρελαίου εἰς ποσότητας ἱκανὰς νὰ καλύψουν τὰς ἀνάγκας τῆς ἐγχωρίου ἀγορᾶς, ἢ νὰ παραδίδῃ εἰς τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον ἢ ἕτερα διυλιστήρια ἀνεγερθέντα ἐν 'Ελλάδι πρὸ τῆς πρώτης ἀνακαλύψεως ἀργοῦ πετρελαίου ὑπὸ τῆς 'Εταιρίας (ἀναφερόμενα κατωτέρω ὡς «τὰ πρὸ τῆς ἀνακαλύψεως διυλιστήρια»), ἀργὸν πετρελαίον εἰσαχθέν εἰς ὑποκατάστασιν τοῦ ἐγχωρίου πετρελαίου, κατὰ τὰς διατάξεις τῶν παραγράφων 7), 8) καὶ 9) τοῦ παρόντος Ἀρθροῦ.

5. Πρὸς τὸν σκοπὸν ὅπως ἡ 'Εταιρία δυνήθῃ νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγράφῳ 4) ὡς ἄνω ὑποχρεώσεις τῆς, τὸ 'Ελληνικὸν Δημόσιον ὑποχρεοῦται νὰ προβαίνει εἰς τὰς ἀναγκαῖας ἐνεργείας ἵνα ἐξασφαλισθῇ ὅπως τὸ ἐν 'Ελλάδι παρὰ τῆς 'Εταιρίας παραγόμενον ἀργὸν πετρέλαιον τυγχάνῃ προτεραιότητος ἀγορᾶς ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ παντὸς ἑτέρου ἐν 'Ελλάδι ὑφισταμένου διυλιστηρίου, ἐναντι ἀργοῦ πετρελαίου εἰσαγομένου ἐκ τοῦ ἐξωτερικοῦ μέχρις ἱκανοποιήσεως τῶν ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, πλὴν ὅμως, καὶ ἐφ' ὅσον τὸ 'Ελληνικὸν Δημόσιον γνωστοποιήσῃ τῇ 'Εταιρίᾳ, προσκομίζον καὶ τὰς ἀναγκαῖας ἀποδείξεις, ὅτι τὸ ἐγχώριον ἀργὸν πετρέλαιον τὸ παραγόμενον παρὰ τῆς 'Εταιρίας περιέχει εἰδικὰ τεχνικὰ στοιχεῖα ἢ διαφέρει σημαντικῶς ὡς πρὸς τὸ εἰδικὸν του βάρους καὶ τὴν ποιότητα ἀπὸ τοῦ ἀργοῦ πετρελαίου τοῦ ἀναγκαίου εἰς τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον ἢ τὰ πρὸ τῆς ἀνακαλύψεως διυλιστήρια, οὕτως ὥστε αἱ δαπάναι λειτουργίας τοῦ ὡς ἄνω Διυλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων πρὸς τὸν σκοπὸν παραγωγῆς τῶν ζητούμενων παρὰ τοῦ 'Ελληνικοῦ Δημοσίου κατηγοριῶν προϊόντων, θὰ ἠῤῥξανον σημαντικά, δημιουργουμένης οὕτω οἰκονομικῆς ἐπιβαρύνσεως τούτου, ἢ τούτων, ἢ θὰ καθίστατο ἀναγκαῖα ἡ προσθήκη σημαντικῶν ἐγκαταστάσεων διὰ τὴν διύλιν τοῦ ὡς ἄνω ἀργοῦ πετρελαίου τότε ἡ ὑποχρέωσις τοῦ 'Ελληνικοῦ Δημοσίου ὅπως ἐξασφαλίσῃ ὅτι τὸ ἐγχώριον ἀργὸν πετρέλαιον θὰ τυγχάνῃ προτεραιότητος ἀγορᾶς παρὰ τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων, καὶ ἡ ὑποχρέωσις τῆς 'Εταιρίας ὅπως ἐφοδιάζῃ τὰ διυλιστήρια ταῦτα δι' ἐγχωρίου ἀργοῦ πετρελαίου θὰ ἐξαρτῶνται ἐκ τῆς προηγουμένης ἱκανοποιητικῆς δι' ἀμφοτέρω τὰ μέρη συμφωνίας.

6. 'Εφ' ὅσον ὑπάρξουν καὶ ἕτεροι παραγωγοὶ ἀργοῦ πετρελαίου ἐν 'Ελλάδι εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς 'Εταιρίας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ 'Ελληνικοῦ Δημοσίου ἢ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τοῦ παραγομένου παρὰ τῆς 'Εταιρίας ἀργοῦ πετρελαίου ἐν 'Ελλάδι, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς 'Εταιρίας ἐν συγκρίσει πρὸς τὸ σύνολον τῆς παραγωγῆς ἀργοῦ πετρελαίου ἐν 'Ελλάδι παρ' ὅλων τῶν παραγωγῶν. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παραγράφου 6) ποσότητες ἀργοῦ πετρελαίου πράγματι παραδοθεῖσαι παρὰ τῆς 'Εταιρίας πρὸς ἅπαντα τὰ ἐν 'Ελλάδι διυλιστήρια συμφώνως πρὸς τὴν παράγραφον ταύτην 6) θὰ θεωροῦνται ὡς ἐξισούμεναι πρὸς τὰς ὑπὸ α) ἢ β) τῆς παραγράφου 2) τοῦ παρόντος Ἀρθροῦ ἀναφερομένας ποσότητας, οἰανδήποτε εἶναι μικρότερα.

7. 'Εάν τὸ 'Ελληνικὸν Δημόσιον καὶ ἡ 'Εταιρία δὲν δυνήθουν νὰ φθάσουν εἰς ἀμοιβαίως ἱκανοποιητικὴν συμφωνίαν, ὡς αὕτη προβλέπεται ἐν παραγράφῳ 5) τοῦ παρόντος Ἀρθροῦ, ἐντὸς ἑξ μηνῶν ἀφ' ἧς τὸ 'Ελληνικὸν Δημόσιον προβῇ εἰς τὴν ἐν παραγράφῳ 5) ἄνωτέρω ἀναφερομένην γνωστοποίησιν πρὸς τὴν 'Εταιρίαν, ἡ 'Εταιρία θὰ ὑποχρεοῦται νὰ ὑποκαταστήσῃ τὸ παρ' αὐτῆς παραγόμενον ἀργὸν πετρέλαιον δι' ἑτέρου ἀργοῦ πετρελαίου ἐξάγουσα τὸ παρ' αὐτῆς παραγόμενον ἀργὸν πετρέλαιον καὶ εἰσάγουσα ἕτερον ἀργὸν πετρέλαιον ἐκ τῶν ἐκτὸς τῆς 'Ελλάδος πηγῶν τῆς τοῦ πλησιεστέρου καταλλήλου διὰ τὸ 'Ελληνικὸν Δημόσιον εἰδικοῦ, βάρους καὶ ποιότητος, τὸ δὲ 'Ελληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀγοράζῃ τὸ ὑποκαθιστώμενον τοῦτο ἀργὸν πετρέλαιον ἢ νὰ λαμβάνῃ τὰ ἀναγκαῖα μέτρα διὰ τὴν ἀγορὰν τοῦ τοιοῦτου ἀργοῦ πετρελαίου παρὰ τοῦ

'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων.

Συμφωνεῖται περαιτέρω ὅτι ἀπὸ τῆς στιγμῆς τῆς ὡς ἄνω γνωστοποιήσεως καὶ μέχρι τῆς στιγμῆς τῆς ἐπιτελείσεως ἱκανοποιητικῆς συμφωνίας ἢ μέχρι τῆς παρόδου τῆς ὡς ἄνω ἐξαμηνίου προθεσμίας, οἰανδήποτε τῶν γεγνημένων τούτων ἦθελε χρονικῶς προηγηθῇ, τὸ 'Ελληνικὸν Δημόσιον συμφωνεῖ ὅπως :

α) Μεριμνήσῃ ἵνα τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ πρὸ τῆς ἀνακαλύψεως διυλιστήρια ἀγοράσωσι τὴν μεγίστην ποσότητα ἐγχωρίου ἀργοῦ πετρελαίου παραγομένου παρὰ τῆς 'Εταιρίας, ἥτις θὰ ἰδύνατο νὰ χρησιμοποιηθῇ παρὰ τῶν ὡς ἄνω διυλιστηρίων, διὰ προσαρμογῆς τῆς ποιότητος καὶ τοῦ εἰδικοῦ βάρους τοῦ εἰσαγομένου ἀργοῦ πετρελαίου καὶ διὰ προσαρμογῆς τῶν ὅρων διύλισεως ἐντὸς τῶν παρὰ τῶν μονάδων διύλισεως τῶν ὡς ἄνω διυλιστηρίων σχεδιασθεῖσων δυνατοτήτων, καὶ

β) Ἡ 'Εταιρία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ ἀργὸν πετρέλαιον ὑπὲρ τὰς ὑπὸ ἐδάφιον α) ὡς ἄνω ποσότητας ἵνα θεωρῇται συμμορφωθείσα πρὸς τὰς ἐν παραγράφῳ 4) ἄνωτέρω ἀναφερομένας ὑποχρεώσεις τῆς.

8. Κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς σήμερον ὑφισταμένης συμβάσεως προσηθείας τῆς SOCONY τῆς κυρωθείσης διὰ τοῦ Ν.Δ. 3834/1958 δὲν ἔχουσιν ἐφαρμογὴν αἱ περὶ προτεραιότητος διατάξεις τοῦ παρόντος Ἀρθροῦ, δι' ὧν προβλέπεται ὁ ἐφοδιασμὸς δι' ἐγχωρίου ἀργοῦ πετρελαίου παραγομένου ὑπὸ τῆς 'Εταιρίας, διὰ τὰς ἀνάγκας τῆς ἐγχωρίου ἀγορᾶς, ἐκτὸς ἐὰν τὸ 'Ελληνικὸν Δημόσιον εἰδ. ποιήσῃ ἐγγράφως τὴν 'Εταιρίαν ὅπως καλύπτῃ, ἐν ὅλῳ ἢ κατὰ τὸ ὑπὸ τοῦ Δημοσίου ὀριζόμενον ποσοστὸν καὶ ἐντὸς τῶν δυνατοτήτων παραγωγῆς τῆς 'Εταιρίας, τὰς ἀνάγκας τῆς 'Ελληνικῆς ἀγορᾶς, ὁπότε ἡ 'Εταιρία ὑποχρεοῦται νὰ συμμορφοῦται πρὸς τὴν τοιαύτην εἰδοποίησιν, κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἐντὸς ἑξ μηνῶν ἀπὸ τῆς εἰς ταύτην γνωστοποιήσεως τῆς εἰδοποιήσεως.

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 ἐγχώριον ἀργὸν πετρέλαιον ἐν τῇ ἐννοίᾳ τῆς παραγράφου 4) τοῦ παρόντος Ἀρθροῦ.

10. 'Εάν, τὸ ἐγχώριον ἀργὸν πετρέλαιον εἶναι 200 API καὶ πλέον, ἡ δὲ 'Εταιρία ἀντικαταστήσῃ κατὰ τὰ ἐν παραγράφοις 7) 8) καὶ 9) ἄνωτέρω διαλαμβανόμενα, ἡ 'Εταιρεία θὰ εἰσάγῃ ἀργὸν πετρέλαιον εἰς ποσότητας ἴσας πρὸς τὰς ἐξαγομένας ποσότητας. 'Εάν τὸ ἐγχώριον ἀργὸν πετρέλαιον εἶναι κάτω τῶν 200 API καὶ ἡ 'Εταιρία ἀντικαταστήσῃ κατὰ τὰ ἐν παραγράφοις 7), 8) καὶ 9) ἄνωτέρω διαλαμβανόμενα, ἡ ποσότης ἀργοῦ πετρελαίου ἣν θὰ εἰσάγῃ ἡ 'Εταιρία θὰ περιορίζεται εἰς ποσότητα ἀξίας CIF λιμένα εἰσαγωγῆς ἴσης πρὸς τὰ 150 010 τῆς ἀξίας FOB λιμένος ἐξαγωγῆς τοῦ ἐξαχθέντος ἀργοῦ πετρελαίου, ὑπολογιζομένη ἐπὶ τῇ βάσει τῆς τιμῆς ἀργοῦ πετρελαίου ὁμοίας ποιότητος εἰδικοῦ βάρους 350 API.

Αἱ ἐξαγωγαὶ ἀργοῦ πετρελαίου ὑπὸ τῆς 'Εταιρίας θὰ πραγματοποιοῦνται εἰς τὴν ὑπὸ τῆς 'Εταιρίας καθορισθεῖσαν (Posted) τιμὴν ἐν 'Ελλάδι, κατὰ τὰ ἐν παραγράφῳ 11) ἐδάφιον β) τοῦ παρόντος Ἀρθροῦ ὀριζόμενα, πλέον ἐξόδων μεταφορᾶς ἐκ τῶν ἀπὸθηκευτικῶν χώρων τοῦ ἐργοστασίου εἰς τὸν 'Ελληνικὸν λιμένα φορτώσεως, αἱ δὲ εἰσαγωγαὶ εἰς τὰς διεθνεῖς ἀγοραίας τιμὰς.

'Εάν τὸ ἐγχώριον ἀργὸν πετρέλαιον εἶναι 100 API ἢ καὶ ὀλιγώτερον, τὸ 'Ελληνικὸν Δημόσιον δὲν θὰ ὑποχρεοῦται νὰ ἐξασφαλίσῃ προτεραιότητα ἀγορᾶς ὑπὸ τοῦ 'Ελληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ ἑτέρων διυλιστηρίων ὑπαρχόντων τότε ἐν 'Ελλάδι καὶ ἡ 'Εταιρία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ τὸ τοιοῦτον ἀργὸν πετρέλαιον. Τὸ 'Ελληνικὸν Δημόσιον ἐν τούτῳ συμφωνεῖ ὅτι θὰ ὑποχρεοῖ τὸ 'Ελληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ ἕτερα ἐν 'Ελλάδι διυλιστήρια νὰ ἀγοράζωσι τὸ ἀργὸν τοῦτο πετρέλαιον, καθ' ἣν ἑκτασιν ἕκαστον τούτων δύναται νὰ χρησιμοποιῇ ὡς καύ-

σιμον ύλην διυλιστηρίου (Fuel), παραγωγὴν ἀσφάλτου κλπ. καὶ ὑπὸ τὸν ὅρον ὅτι εἰς τὴν περίπτωσιν ταύτην ἡ ἐκμετάλλευσις τῶν διυλιστηρίων τούτων δὲν ἐπηρεάζεται δυσμενῶς.

Ἐπιπροσθέτως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ παρέχῃ τὸ μέγιστον ὅριον τῆς συνεργασίας του, πρὸς τὸν σκοπὸν τῆς προωθήσεως τῆς χρήσεως τοῦ τοιούτου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου τοῦ μαζοῦτ (Fuel) εἰς βιομηχανίας ἐν Ἑλλάδι.

11. α) Πρὶν ἢ ἡ Ἑταιρία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον ἐν Ἑλλάδι διυλιστήριον νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς Ἑταιρίας ἐν Ἑλλάδι, θὰ καθορίζηται εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς Ἑταιρίας, αἱ δὲ τιμαὶ αὗται θὰ εἶναι ὁ μαθηματικὸς μέσος ὁρος κατὰ τὴν διάρκειαν τοῦ ἐν λόγῳ μηνὸς τῶν Posted τιμῆς ἢ τιμῶν (ὡς αὗται καθορίζονται εἰς τὸ Platt's Oilgram ἢ ἄλλα ἀνάλογα δημοσιεύματα), τοῦ ἀργοῦ πετρελαίου εἰς Sidon καὶ Tripoli, (Lebanon), Banias, (Syria), καὶ τὸ Ἡνωμένον Βασίλειον τῆς Λιβύης, (ἐφ' ὅσον ὑφίστανται Posted τιμαὶ ἐπιχειρήσεων ἐξαγωγῶν ἀργὸν πετρέλαιον ἐκ τῆς Λιβύης) μετὰ τὰς συνθήκας διορθώσεως διὰ διαφορὰν εἰδικοῦ βάρους καὶ ποιότητος.

β) Ὅταν ἡ Ἑταιρία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν προσφορᾶς (Posted) εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τῆς ἢ τιμὴ εἰς ἣν τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον διυλιστήριον ἐν Ἑλλάδι ὑποχρεοῦται νὰ ἀγοράζῃ τὸ Ἑλληνικὸν ἀργὸν πετρέλαιον θὰ εἶναι ἡ ὡς ἄνω τιμὴ. Ἡ τοιαύτη προσφερομένη τιμὴ (Posted) θὰ λαμβάνῃ ὑπ' ὄψιν τῆς τὰς γενικὰς διεθνεῖς συνθήκας τῆς ἀγορᾶς πετρελαίων τὰς ἰσχυροῦσας κατὰ τὴν στιγμὴν ἐκείνην, λαμβανομένων ὑπ' ὄψιν τῶν ποιοτικῶν χαρακτηριστικῶν καὶ τῆς τοποθεσίας τοῦ ἐξαγομένου ἀργοῦ πετρελαίου.

12. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρίαν διὰ ποσὰ ὀφειλόμενα διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνονται ἐντὸς δέκα ἡμερῶν ἀπὸ τῆς ἡμέρας παρουσιάσεως ὑπὸ τῆς Ἑταιρίας τοῦ σχετικοῦ λογαριασμοῦ. Ἐν περιπτώσει μὴ καταβολῆς τοῦ τοιούτου ποσοῦ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἐντὸς δέκα ἡμερῶν ἀπὸ τῆς λήψεως τοῦ λογαριασμοῦ, ἡ Ἑταιρία, ἐπιφυλασσομένων τῶν νομίμων δικαιωμάτων τῆς, περιλαμβανομένων καὶ τῶν δικαιωμάτων τῆς διὰ ζημίας, δύναται νὰ διακόψῃ τὴν παράδοσιν ὑδρογονανθράκων πρὸς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον ἐφ' ὅσον τυχὸν παράγονται καὶ δύναται νὰ διαθέσῃ τοὺς ὑπὸ κατὰ τὴν κρίσιν τῆς ὁρους περιλαμβανομένου καὶ τοῦ καθορισμοῦ τῆς τιμῆς ἐντὸς ἢ καὶ ἐκτὸς τῆς Ἑλλάδος ἢ καὶ νὰ διακόψῃ τὴν παραγωγὴν.

13. Ἐὰν ἡ Ἑταιρία ἔχῃ εἰς τὴν ἰδιοκτησίαν τῆς καὶ ἐκμεταλλεύηται ἀγωγούς διὰ μεταφορὰν ἀργοῦ πετρελαίου καὶ / ἢ διὰ μεταφορὰν ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ παρὰ τῆς Ἑταιρίας τὴν μεταφορὰν τοῦ ἀργοῦ πετρελαίου ἢ τοῦ φυσικοῦ ἀερίου τοῦ ἀγορασθέντος παρὰ τούτου, μέσῳ τῶν τοιούτων ἀγωγῶν ἢ γραμμῶν μεταφορᾶς ἀερίων (Gas Lines) εἴτε μέχρι τοῦ τέρματός των ἢ μέχρι οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ γίνηται παρὰ τῆς Ἑταιρίας εἰς τὴν τιμὴν κόστους σὺν δέκα ἐπὶ τοῖς ἑκατὸν (10 ο 10).

Ἡ παρούσα παράγραφος 13) δὲν θὰ ἐρμηνεύηται ὡς ὑποχρέωσις τῆς Ἑταιρίας νὰ κατασκευάσῃ οἰονδήποτε ἀγωγὸν ἀργοῦ πετρελαίου ἢ ἀερίου ἢ οἰονδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὧσων θὰ κέκτηται ἢ θὰ χρησιμοποιῇ εἰς οἰονδήποτε στιγμὴν, οὔτε καὶ νὰ κατασκευάσῃ προσθέτως ἐγκαταστάσεις ἐν σχέσει πρὸς τοιούτους ἀγωγούς ἢ τοιαύτας ἐγκαταστάσεις μεταφορᾶς, πλὴν ἀντιθέτου ἀμοιβαίως ἰκανοποιητικῆς συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρίας 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 ἔξοδα μεταφορᾶς, ἐφ' ὅσον καθορίζονται εἰς ἄλλοδαπὸν νόμισμα θὰ μετατρέπονται εἰς τὸ ἰσότημὸν των εἰς δραχμὰς εἰς τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συναλλάγματος, ὡς καθορίζονται ἐν παραγράφῳ 6) τοῦ Ἀρθροῦ 13, εἰς ἃς ἡ Ἑταιρία δικαιούται νὰ ἀγοράζῃ ξένον συνάλλαγμα διὰ δραχμῶν κατὰ τὸν ἀντίστοιχον ἡμερολογιακὸν μῆνα.

Ἄρθρον 13

Συνάλλαγμα Ἐξωτερικοῦ

1. Αἱ ἐργασίαι, κατὰ τὴν παροῦσαν Σύμβασιν, δύναται νὰ χρηματοδοτοῦνται εἰς ξένον συνάλλαγμα κατὰ τὸν ἀκόλουθον τρόπον :

α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (Greek Currency) μέσῳ Τραπεζῶν ἢ προσώπων ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένον συνάλλαγμα, Λιρῶν Στερλινῶν ἢ ἄλλου ξένου συναλλάγματος ἐλευθέρως μετατρέψιμων εἰς ποσότητα ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἐργασιῶν τῆς Ἑταιρίας εἰς μετρητὰ, περιλαμβανομένων τῶν οἰωνδήποτε πληρωμῶν τῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

β) Δι' ἀπ' εὐθείας ἀγορᾶς καὶ / ἢ μισθώσεως εἰς τὸ ἐξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος, καὶ τῆς ἐλευθέρως καὶ ἀπεριορίστου εἰσαγωγῆς καὶ / ἢ χρησιμοποίησεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἰασδήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτούμενων ὑπὸ τῆς Ἑταιρίας καὶ διὰ τὰς ἐργασίας περὶ ὧν ἡ παρούσα Σύμβασις.

2. Ἄμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἑταιρία θὰ δικαιούται νὰ ἀντιμετωπίξῃ τὰς εἰς μετρητὰ ὑποχρεώσεις τῆς διὰ τὰς ἐργασίας τῆς ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ τὴν μορφήν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δραχμὰς ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἑταιρίας ἐκ τῶν κατὰ τὸ Ἀρθρον 12 εἰς τὴν ἐγγωρίαν ἀγορὰν πωλήσεων.

Ὅταν τὰ εἰς δραχμὰς ἔσοδα τῆς Ἑταιρίας ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἐργασιῶν εἰς μετρητὰ, ἡ Ἑταιρία θὰ δικαιούται νὰ μεταφέρῃ εἰς τὸ ἐξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγγωρίου πωλήσεως ὑδρογονανθράκων ἄνευ οἰασδήποτε προηγούμενης ἀδείας ἢ ἐγκρίσεως. Αἱ μεταφορὰ αὗται θὰ γίνονται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν Δραχμῶν εἰς Λίρας Στερλινὰς καὶ / ἢ, κατόπιν συμφώνου γνώμης τῆς Τραπεζῆς τῆς Ἑλλάδος, εἰς ἕτερον συνάλλαγμα μετατρέψιμον εἰς Λίρας Στερλινὰς.

Τὰ στοιχεῖα τοῦ ἐνεργητικοῦ τῆς Ἑταιρίας Ἐκμεταλλεύσεως καὶ αἱ καταθέσεις αὐτῆς εἰς χρήματα ἢ χρεώγραφα εἰς τὰς Τραπεζὰς δὲν εἶναι δεσμευμένοι καὶ δικαιούται αὕτη νὰ διαθέσῃ αὐτὰς ἐλευθέρως ἄνευ οἰασδήποτε προηγούμενης ἀδείας ἢ ἐγκρίσεως.

Ἡ Ἑταιρία δικαιούται τὰ ἐν τῇ ἄλλοδαπῇ διαθέσιμα αὐτῆς νὰ διαχειρίζεται καὶ διαθέτῃ αὐτὰ ἐλευθέρως ἄνευ οἰασδήποτε προηγούμενης ἀδείας ἢ ἐγκρίσεως.

3. Συμφωνεῖται ὡσαύτως ὅτι ἡ κατοχὴ ξένου συναλλάγματος εἰς τὸ ἐξωτερικὸν συμφώνως τῷ παρόντι Ἀρθρῷ θὰ καθιστᾷ εἰς τὴν Ἑταιρίαν δυνατὴν τὴν κάλυψιν πλήρως τῶν, βάσει τῆς παρούσης Συμβάσεως εἰς συνάλλαγμα δαπανῶν τῆς, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ / ἢ μισθώσεων μηχανημάτων, ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὴν Ἑταιρίαν διὰ τὰς βάσει τῆς παρούσης Συμβάσεως ἐργασίας αὐτῆς.

4. Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἑταιρίας μέσῳ Τραπεζῶν ἢ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ξένον συνάλλαγμα τὸ ἀναγκαῖον εἰς τὴν Ἑταιρίαν ποσὸν συναλλάγματος διὰ τὴν μεταφορὰν τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦ-

τον ξένον συνάλλαγμα θά τίθεται εις τὴν διάθεσιν τῆς Ἑταιρίας ἀμέσως καὶ ἄνευ καθυστέρησεως ὁπόταν ζητῆται ἐπὶ τῇ βεβαιώσει τῆς Ἑταιρίας ὅτι ἡ αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δραχμὰς τῆς ἡμέρας ἐκείνης. Ἡ Ἑταιρία πρὸς τοῦτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (Agents) ἐβδομαδιαίως καὶ μηνιαίως καταστάσεις ἀναγκῆς εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (Agents) πρὸς ἐξακρίβωσιν ὅτι ἡ μεταφορὰ κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τῆς Ἑταιρίας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰς δραχμῶν πλεοναζουσῶν κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως.

5. Ἐὰν ἡ Ἑταιρία ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινήτον ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθέν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θά θέτῃ ἀμέσως καὶ ἄνευ καθυστέρησεως εἰς τὴν διάθεσιν τῆς Ἑταιρίας μέσῳ Τραπεζῆς ἢ μέσῳ ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμὰς ἢ ξένον συνάλλαγμα ποσὸν εἰς Λίρας Στερλίνας ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

6. α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν τῆς συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν ἡ Ἑταιρία θά δικαιούται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσῳ οἰασδήποτε Τραπεζῆς ἢ Πράκτορος νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχυρῆς γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θά περιλαμβάνῃ πᾶσαν πρὶμ συναλλάγματος, ἐπιβαρύνσεις, διαφορὰν ἐπὶ ἑλαττον (Agiος), φόρους συναλλάγματος καὶ μεσιτείας οἰασδήποτε φύσεως τυχόν ἐπιτρεπομένας ἢ ἐπιβαλλομένας παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελοῦσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλήσεως συναλλάγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

β) Συμφωνεῖται περαιτέρω ὅτι ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἤθελεν υἱοθετῆσαι σύστημα διαφορικῶν τιμῶν συναλλάγματος ἢ σύστημα πολλαπλῶν Primes ἐξαγωγῶν καὶ ἐπιβαρύνσεων εἰσαγωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὁποίαν ἡ Ἑταιρία θά δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα δὲν θά 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), θά ὑπολογίζεται ἄνευ καθυστέρησεως καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως καὶ ἡ τιμὴ θά κρατῆται ὅσον τὸ δυνατόν τρέχουσα χρησιμοποιουμένων ὡς βάσεων τῶν τελευταίων ὑπαρχουσῶν ἐμπορικῶν στατιστικῶν ἢ ἐν ἀνάγκῃ προσωρινῶν ὑπολογισμῶν διὰ τὴν ἀξίαν ἐξαγωγῆς ἐκάστης κατηγορίας μεταλλευμάτων.

7. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἅτινα ἡ Ἑταιρία τυχόν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ἡ Ἑταιρία διὰ τὰ λογιστικὰ βιβλία τῆς μόνον, θά μετατρέπῃ ἀπάσας τὰς δαπάνας τῆς, ἐπιβαρύνσεις καὶ ὑποχρεώσεις τῆς ὡς καὶ τὰ εἰς ξένον συνάλλαγμα ἔσοδά τῆς τὰ προερχόμενα ἀπὸ πωλήσεως εἰς τὸ ἐξωτερικὸν καὶ ἄλλας πηγὰς, εἰς τὴν εἰς δραχμὰς ἀντιστοιχίαν των καὶ εἰς τιμὴν ὡς καθορίζεται αὕτη ἐν τῇ προηγουμένη παραγράφῳ 6) τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ Ἑταιρία δικαιούται νὰ ἀγοράζῃ δραχμὰς διὰ ξένου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἐκαστὴ πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἑταιρίας.

8. Ἐὰν καὶ ὁπόταν ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμῶν τιμῶν ἀγορᾶς καὶ πωλήσεως Λιρῶν Στερλινῶν, αἱ τιμαὶ συναλλάγματος διὰ Λίρας Στερλίνας ὡς καθορίζεται ἐν παραγράφῳ 14) τοῦ Ἄρθρου 12 ὡς καὶ ἐν τῇ ὡς ἄνω παραγράφῳ 7) τοῦ παρόντος Ἄρθρου θά πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ξένης Τραπεζῆς τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑται-

ρίας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπεζῆς τούτης θά εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ Λίρας Στερλίνας ὡς καθορίζεται εἰς τὴν παράγραφον 6) τοῦ παρόντος Ἄρθρου, αἱ νομίμως ἐπιτευκταῖαι ἐν Ἀθήναις ἢ Λονδίνῳ κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ξένα νομίσματα θά χορηγοῦνται κατόπιν αἰτήσεως ἐκάστου τῶν συμβαλλομένων μερῶν, μέσῳ Ἑλληνικῶν ἢ ξένων Τραπεζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας.

9. Ἡ Ἑταιρία δικαιούται ἐλευθέρως, ἄνευ προηγουμένης ἀδείας ἢ ἐγκρίσεως, νὰ συνομολογῇ οἰασδήποτε εἰς ξένον νόμισμα ἢ συνάλλαγμα δικαιοπραξίας ὁποδδήποτε ἐκτελεστὰς ἐφ' ὅσον συνομολογοῦνται αὗται μετὰ προσώπων ἢ ἐπιχειρήσεων ἐγκατεστημένων εἰς τὴν ἀλλοδαπὴν.

Ἄρθρον 14

Λοιπαὶ ὑποχρεώσεις τῆς Ἑταιρίας

1. Ἡ Ἑταιρία ὑποχρεούται νὰ τηρῇ ἀκριβῆ στοιχεῖα ἀπάσων τῶν ἐργασιῶν τῆς, ἐρευνητικῶν, γεωτρήσεων, παραγωγῆς, μεταφορᾶς καὶ πωλήσεων.

2. Ἡ Ἑταιρία θά ὑποβάλλῃ εἰς διπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας λεπτομερεῖς ἐκθέσεις καλυπτούσας ἀπάσας τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως. Ἐπεξηγηματικὸν ὕλικόν, ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὕδατος κλπ. θά τηροῦνται ὑπὸ τῆς Ἑταιρίας εἰς τοὺς ἰδίους αὐτῆς χώρους, συμφωνομένου ὅτι ἀρμόδιοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θά δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὕλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὕλικόν δι' ἰδίαν αὐτοῦ χρῆσιν, ἡ Ἑταιρία θά συμμορφοῦται πρὸς τὸ αἶτημα τοῦτο, ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις δαπάνας διὰ τὴν Ἑταιρίαν, δὲν καθυστερεῖ ἢ ἐμποδίζει τὰς ἐργασίας τῆς καθ' οἰονδήποτε τρόπον καὶ δὲν καταλήγει εἰς τὴν ἀποκάλυψιν στοιχείων καὶ πληροφοριῶν ἅτινα ἡ Ἑταιρία ἐπιθυμεῖ νὰ διατηρήσῃ ἐμπιστευτικά.

3. Πρὸς τὸν σκοπὸν ἐξυπηρητήσεως τοῦ τοπικοῦ καὶ γενικωτέρου ἐν τῇ χώρᾳ συσχετισμοῦ ὑπὸ τῶν ἐπιστημονικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου τῶν στοιχείων καὶ πληροφοριῶν ἀποκτωμένων ὑπὸ τῶν διαφόρων κατόχων ἐρευνητικῶν περιοχῶν καὶ παραχωρήσεων καθ' ὅλην τὴν Ἑλλάδα, ἡ Ἑταιρία ὑποχρεούται νὰ ὑποβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς. Τὰ συμπεράσματα ἐν τοῦτοις εἰς ἃ καταλήγει ἡ Ἑταιρία καὶ τὸ προσωπικόν τῆς διὰ τῆς μελέτης τῶν πραγματικῶν στοιχείων θά μεταδίδονται τῷ Ἑλληνικῷ Δημοσίῳ κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἑταιρίας καὶ μόνον.

4. Ἡ Ἑταιρία θά 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 ὕδρογονανθράκων. Ἡ ὑποχρέωσις αὕτη εἶναι πρόσθετος τῆς ὡς ἄνω ὑπὸ παράγραφον 2) ὑποχρεώσεως ὑποβολῆς τριμηνιαίων καὶ ἐτησίων καταστάσεων.

5. Οἰκονομικαὶ ἐκθέσεις τῆς Ἑταιρίας θά ὑποβάλλονται ὑπὸ τῆς Ἑταιρίας εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περιόδου. Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημέναι ὑπηρεσίαι θά δικαιοῦνται νὰ ἐπιθεωροῦν περιοδικῶς τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἑταιρίας, κατὰ τρόπον ὅμως μὴ παρακωλύοντα τὰς ἐργασίας τῆς Ἑταιρίας, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἐγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου θά δικαιοῦνται νὰ ἐπισκέπτονται τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς Ἑταιρίας πρὸς τὸν σκοπὸν ὅπως πληροφοροῦνται τὴν πρόοδον τούτων. Αἱ ἐπισκέψεις αὗται θά λαμβάνουν χώραν

κατὰ τρόπον ὥστε νὰ μὴ παρακυλύονται οἱ πρέχουσαι ἐργασίαι τῆς Ἑταιρίας.

7. Ἐξαίρεσει γενικῶν ἀριθμῶν ἀναιρεσθένων εἰς τὸ συνολικὸν βᾶθος εἰς μέτρα τῶν γεωτρήσεων, τὸν ἀριθμὸν τῶν φρεάτων καὶ τὴν συνολικὴν παραγωγὴν κατὰ περιοχὴν, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ θεώρῃ πᾶσαν πληροφορίαν, στοιχεῖα, ἐκθεσιν καὶ ὕλικόν, διαβιβάζόμενα ὑπὸ τῆς Ἑταιρίας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἑταιρία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὠρισμένην τινὰ πληροφορίαν ὅτι ἀπαλλάσσει τοῦτο τῆς ὑποχρέωσιν ταύτης.

8. Κατ' ἐξαίρεσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα, πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεως τῶν ἢ ἐτέρουσ σκοποῦς τὰ παρὰ τῆς Ἑταιρίας παρεχόμενα αὐτῷ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίας τοῖα ἔτη μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρίας ἐν σχέσει πρὸς ὠρισμένην ἐρευνητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα, ἢ ἀμέσως μετὰ τὴν λήξιν τῆς παρούσης Συμβάσεως.

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

Ἄρθρον 15

Κατάληψις ἐδάφους — Δουλεῖα διόδου — Δικαίωμα χρησιμοποίησεως ὑδάτων καὶ οἰκοδομικῶν ὕλικῶν

1. Ἡ Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα νὰ καταλαμβάνῃ καὶ χρησιμοποιῇ ἄνευ ἀποζημιώσεως τινος καὶ κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακά ὕδατα καὶ λατομικοὺς χώρους μὴ μεμισθωμένους, 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 ἀνήκωσιν εἰς ἰδιώτας ἢ ἕτερα νομικὰ πρόσωπα, ἡ 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 περικλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακά ὕδατα ἢ πηγὰς, θὰ ἐνεργῶνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τῆς Ἑταιρίας.

Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλείων διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος, ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων νόμων καὶ ἐτέρων δυναμένων νὰ τύχωσιν ἐφαρμογῆς γενικῶν ἢ εἰδικῶν νόμων ἐφαρμόζονται ἐν προκειμένῳ 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 ἐπιτρέπωσιν τὴν διέλευσιν ὑπογείων σωληνώσεων μεταφορᾶς ὑδρογονανθράκων ἢ καὶ, ὅπου ἡ 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 τῶν σωληνώσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων ὑπὸ τῆς Ἑταιρίας βλάπτεται ἡ ἰδιοκτησία ἢ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἰδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων, ἐξαίρεσει τῆς ἰδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἑταιρίας ἀποζημιώσεις καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως

διὰ τὴν ἐκμετάλλευσιν μεταλλείων ἐκάστοτε ἰσχυροῦσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύναται νὰ συνιστῶνται, κατὰ τὰς ἰσχυροῦσας διατάξεις, δουλεῖα ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἑταιρίας, τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ Ἑταιρία δικαιούται προσέτι νὰ ποιῆται χρῆσιν, τηροῦσα τὰς οἰκείας διατάξεις τοῦ Α. Ν. 1540]1938 ἄρθρον 12 καὶ τοῦ Α. Ν. 2344]1940 «περὶ αἰγιαλοῦ καὶ παραλίας» καὶ παντὸς ἐτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου, χώρων καὶ ζωνῶν λιμένων, προκυμαίων καὶ ὄρμων ἀναγκαιοῦντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὕλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων, ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων τόσον ἐπὶ τῶν προβλητῶν, προκυμαίων καὶ ὄρμων, ὅσον καὶ ἐντὸς τῆς θαλάσσης.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τῆς Ἑταιρίας καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων της βάσει τῆς παρούσης Συμβάσεως, ὀφειλόμεναι εἰς ἔλλειψιν ἀπαραιτήτου διὰ τὰς ἐργασίας ἐνεργείας καὶ ἀδείας οἰασδήποτε Κρατικῆς Ἀρχῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τῆς Ἑταιρίας, θὰ θεωρῆται «ἀνωτέρα βία» συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπειὰς τῆς ἀνωτέρας βίας».

Ἄρθρον 16

Χρησιμοποίησις Ἐργολάβων

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρίας συμφώνως πρὸς τὴν παρούσαν Σύμβασιν, περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἐρευνῶν καὶ βαθέων ἐξερευνητικῶν γεωτρήσεων, ἡ Ἑταιρία 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 προηγουμένη παραγράφῳ, θὰ ἀνακοινοῦται ὑπὸ τῆς Ἑταιρίας πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑποχρεωμένου τοῦτο νὰ τηρῇ τὰ κείμενα τῶν τοιούτων συμβάσεων ἐμπιστευτικά.

3. Αἱ διατάξεις τῶν Ἀρθρῶν 11 καὶ 17 τῆς παρούσης Συμβάσεως θὰ ἐφαρμόζονται ἐπὶ τῆς Ἑταιρίας καὶ ἐπὶ τῶν ὡς ἄνω ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἄλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ Ἀρθροῦ 13 τῆς παρούσης Συμβάσεως θὰ ἐφαρμόζονται μόνον ἐπὶ τῆς Ἑταιρίας καὶ ἐπὶ ἄλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

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

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς Ἑταιρίας ἐργασία θὰ θεωρῆται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἑταιρίας κατὰ τὴν ἔννοιαν τῶν Ἀρθρῶν 4 καὶ 6 τῆς παρούσης Συμβάσεως. Ἡ Ἑταιρία ὑπέχει οὐχ' ἥττον καὶ εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης Συμβάσεως εὐθύναις.

Ἄρθρον 17

Ἀπασχόλησις Ἑλληνικοῦ καὶ ξένου προσωπικοῦ

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

2. Ἐπὶ τῇ αἰτήσει τῆς Ἑταιρίας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἐκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξειδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παράγραφος 1) ἄλλοδαπὸν προσωπικόν τῆς Ἑταιρίας, ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν Ἑταιρίαν.

3. Τὸ ἄλλοδαπὸν προσωπικὸν τῆς Ἑταιρίας 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 Ἑταιρίας 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 ὁποῖος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἑταιρίας. Ἐπὶ πλέον, τὸ προσωπικὸν τοῦτο θὰ δικαιούται τῶν προνομίων τοῦ Νόμου 2732]1953 κυρώσαντος τὴν Σύμβασιν μεταξὺ τοῦ Ἡνωμένου Βασιλείου καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἄλλοδαποῦ μέλους τοῦ προσωπικοῦ ἐν Ἑλλάδι θὰ ἀρχεῖται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας. Ἀπουσίαι ἐξ Ἑλλάδος μεγαλύτεραι τῶν δέκα πέντε συναπτῶν ἡμερῶν ἐκαστοτε θὰ προστίθενται εἰς τὴν περίοδον τῶν ἑξ μηνῶν κατὰ τὸν ὑπολογισμόν τῆς ἡμερομηνίας ἀφ' ἧς τὸ ἄλλοδαπὸν μέλος τοῦ προσωπικοῦ θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος. Τὸ ἄλλοδαπὸν προσωπικὸν τῆς Ἑταιρίας θὰ καταβάλλῃ ἅπαντας τοὺς ἄλλους ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκαστοτε νομοθεσίαν.

4. Ἡ Ἑταιρία ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλληνας ὑπὸνους διὰ πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πείρα. Ὡς πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις, ἢ Ἑταιρία θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατὸν ἀριθμὸν Ἑλλήνων τῶν ὁποίων εἶναι δυνατὴ ἡ ἐξέυρεσις ἐν Ἑλλάδι, καὶ ἐφ' ὅσον κατὰ τὴν κρίσιν τῆς Ἑταιρίας τὰ πρόσωπα ταῦτα εἶναι κατάλληλα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης Συμβάσεως προβλεπομένων ἐργασιῶν.

5. Ἐν σχέσει πρὸς τὰ τυχόν ἐργατικὰ 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 διαιτησίαν κατὰ τὸ ἄρθρον 26 τῆς παρούσης Συμβάσεως.

6. Ἡ Ἑταιρία θὰ ὑποχρεοῦται, ἅμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τὴν πρώτην ἀνακάλυψιν ὑδρογονανθράκων συμφώνως τῷ Ἀρθρῷ 5, παράγραφοι 1) καὶ 2), νὰ δέχεται πρὸς ἐκπαίδευσιν καθ' ἑκάστον ἔτος δύο ὑποψηφίους ὑποδεικνυμένους ὁ εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἕτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου, νοουμένου ὅτι:

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

β) Τὸ πρόγραμμα ἐκπαιδεύσεως θὰ ἀναφέρεται εἰδικῶς εἰς πρακτικὰς ἐργασίας, αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζονται ἐκαστοτε ὑπὸ τῆς Ἑταιρίας ἐπὶ τῇ βάσει γενικῶν ὁδηγίων τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεῦνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

γ) Ἡ περίοδος ἐκπαιδεύσεως θὰ εἶναι κανονικῆς διαρκείας ἑξ μηνῶν πλὴν ἀντιθέτου ἀμοιβαίας ἱκανοποιητικῆς συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίῃ τοὺς δώδεκα μῆνας.

δ) Τὸ πρόσωπον τοῦ ὑποψηφίου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἔγκρισιν τῆς Ἑταιρίας, ἥτις δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἔγκρισιν ἐὰν κατὰ τὴν γνώμην τῆς ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκόμενου σκοποῦ. Ἡ Ἑταιρία θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου ἤδη ἐγκριθέντος παρὰ τῆς Ἑταιρίας διὰ τοὺς αὐτοὺς ὡς ἄνω λόγους. Εἰς ἀμφότερας 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 Ἑταιρίας εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμῇ ἡ Ἑταιρία καὶ εἰς τὴν Ἀγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἑταιρίαν ὅπως ἐκφράζῃ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθισόμενα κεφάλαια καὶ τὰς δαπάνας τῆς εἰς Αἰρας Στερλίνας καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίξῃ τοὺς ἰσολογισμοὺς εἰς τὸ αὐτὸ νόμισμα.

Αἱ φορολογικαὶ δηλώσεις ὁμοῦ τῆς Ἑταιρίας 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 παραγράφοις 6) καὶ 7) τοῦ Ἀρθροῦ 13.

Ἄρθρον 19

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως

Ἡ Ἑταιρία θὰ ἔχῃ πλήρη, ἀπεριόριστον καὶ ὁλοσχερῇ ἐλευθερίαν Διοικήσεως καὶ Διαχειρίσεως τῶν ἐργασιῶν καὶ τῆς δραστηριότητος αὐτῆς κατὰ τὴν διάρκειαν τῆς παρούσης Συμβάσεως.

Ἡ Ἑταιρία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίξῃ 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 παρούσης Συμβάσεως.

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

Ἄρθρον 20

Ἐπιστροφή

1. Ὅποτεδήποτε κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἡ Ἑταιρία θὰ ἔχῃ τὸ δικαίωμα κατόπιν τριμήνου προειδοποιήσεως διδομένης ἐγγράφως εἰς τὸ Ἑλληνικὸν Δημόσιον περὶ τῆς τοιαύτης προθέσεώς της, νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ὅλον ἢ οἰονδήποτε τμήμα οἰασδήποτε ἐρευνητικῆς περιοχῆς ἢ οἰονδήποτε ἐρευνητικῶν περιοχῶν τῶν κατεχομένων παρὰ τῆς Ἑταιρίας κατὰ τὸν χρόνον ἐκεῖνον, μετὰ τὸν περιορισμὸν ἐν τούτοις ὅτι ἐὰν ἐπιστραφῇ τμήμα μόνον ἐρευνητικῆς τινος περιοχῆς τὸ τμήμα τοῦτο δὲν θὰ εἶναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

2. Εἰς οἰονδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἡ Ἑταιρία διατηρεῖ τὸ δικαίωμα, κατόπιν τριμήνου προειδοποιήσεως διδομένης ἐγγράφως εἰς τὸ Ἑλληνικὸν Δημόσιον περὶ τῆς τοιαύτης προθέσεώς της, νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον οἰονδήποτε ἢ οἰασδήποτε παραχωρήσεις πρὸς ἐκμετάλλευσιν ἃς θὰ κατέχῃ κατὰ τὴν στιγμὴν ἐκεῖνην.

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιηθῇ οἰαδήποτε ἐκουσία ἐπιστροφή κατὰ τὰς παραγράφους 1) καὶ 2) ἀνωτέρω, ἅπαντα τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Ἑταιρίας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν περιοχὴν ἢ τμήμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν ἐφ' ὅσον ἡ Ἑταιρία θὰ ἔχῃ ἐκπληρώσει ἀπάσας τὰς μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς ληξιπροθέσμους ὑποχρεώσεις της, τὰς ἀναφερόμενας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν περιοχὴν ἢ τμήμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, καὶ ἐφ' ὅσον ἐπίσης ἡ Ἑταιρία θὰ ἔχῃ ἐκπληρώσει τὰς ὑποχρεώσεις της ἐπενδύσεως τὰς ἀναφερομένας

ἢ οἰασθήποτε ἄλλης παροχῆς λόγω τῆς τοιαύτης λύσεως, ὑπὸ τὴν προϋπόθεσιν πάντως ὅτι, πλὴν τῆς περιπτώσεως ὀλικῆς ἐκπτώσεως, ἅπασαι αἱ ὑποχρεώσεις τῆς Ἑταιρίας αἱ συσσωρευθεῖσαι μέχρι τῆς ἡμερομηνίας τῆς λήξεως δέον νὰ ἔχουν ἐκπληρωθῇ ὑπὸ τῆς Ἑταιρίας, περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρμογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγράφῳ 3) τοῦ Ἀρθροῦ 20.

Ἀρθρον 22

Διάθεσις τῆς ἰδιοκτησίας τῆς Ἑταιρίας

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τῆς Ἑταιρίας ἐπὶ οἰασθήποτε ἐρευνητικῆς περιοχῆς, ἢ τμήματος ταύτης, ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν, δι' οἷονδήποτε τῶν ἐν Ἀρθροῖς 20 καὶ 21 τῆς παρούσης Συμβάσεως ἀναφερομένων λόγων, ἅπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἑταιρίας φρέατα ἐπὶ τῶν ἐρευνητικῶν περιοχῶν, ἢ τμήματος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἐπὶ τῶν ὁποίων ἐληξάν τὰ δικαιώματα τῆς Ἑταιρίας, εἴτε παραγόντων ὕδρογονάνθρακος ἢ μὴ, μετὰ τῶν κεφαλῶν φρεάτων (Well-Heads) καὶ τῶν ὑποστηρίξεων (Casings) τῶν ὑφισταμένων εἰς τὰ φρέατα ταῦτα, θὰ μεταβιβάζωνται εἰς τὸ Ἑλληνικὸν Δημόσιον ἄνευ οὐδεμιᾶς ἀποζημιώσεως.

Ἄπαντα τὰ μὴ παραγωγικὰ φρέατα δέον νὰ κλεισθοῦν (Plugged) καταλλήλως ὑπὸ καὶ δι' ἐξόδων τῆς Ἑταιρίας, 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 Ἑταιρία δικαιούται νὰ ἀναλάβῃ ἀπάσας τὰς ἐγκαταστάσεις τῆς παραγωγῆς, συγκεντρώσεως, ἀποθηκεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργασίας καὶ ὑλικὰ, ἐφ' ὅσον τοῦτο δὲν παραβιάζει ἢ θέτει ἐν κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παραγράφῳ 1) τοῦ παρόντος Ἀρθροῦ ἀναφερομένων, ἡ Ἑταιρία δικαιούται νὰ διαθέτῃ ἐλευθέρως καὶ καθ' οἷονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασθήποτε ἄλλα δικαιώματα οἰασθήποτε φύσεως καθ' ὅλην τὴν διάρκειαν τῆς παρούσης Συμβάσεως, μετὰ τὴν καθ' οἷονδήποτε τρόπον λήξιν ἢ λύσιν αὐτῆς, ἀσχέτως τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαιώματα εὑρηγῇ ἐντὸς ἢ ἐκτὸς τῶν ἐρευνητικῶν περιοχῶν ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ὑπὸ τῆς Ἑταιρίας.

3. Ἐὰν ὅμως ἡ Ἑταιρία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἰασθήποτε ἄλλα δικαιώματα οἰασθήποτε φύσεως, ἐκ τῶν εὐρισκομένων ἐντὸς ἐρευνητικῆς περιοχῆς ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἃς ἐληξάν τὰ δικαιώματα τῆς Ἑταιρίας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα προτιμῆσεως πρὸς ἀπόκτησιν ἀπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων καὶ δικαιωμάτων εἰς τὴν τιμὴν εἰς τὴν ὁποίαν δύναται νὰ διαθέσῃ ταῦτα ἢ Ἑταιρία.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη τῆς ἰσχύος ἐκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἃς κατέχει ἡ Ἑταιρία βάσει τῆς παρούσης Συμβάσεως οὐδεμία πώλησις ἀκινήτων ἀνηκόντων τῇ Ἑταιρίᾳ καὶ κειμένων ἐντὸς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπηται ἄνευ τῆς προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου. Ἐν περιπτώσει καθ' ἣν δὲν ἤθελε δοθῇ ἡ τοιαύτη ἐγκρίσις, ἡ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχεται ἄνευ οἰασθήποτε 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, ἡ Ἑταιρία διαθέσῃ διὰ πώλησεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε, ἐφ' ὅσον τὸ προῖον τῆς τοιαύτης πώλησεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου, ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἑταιρίας κατὰ τὴν ἡμέραν τῆς πώλησεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυναπτομένου Πίνακος Β), ἡ τυχὸν διαφορά εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρίας τὰ προερχό-

μενα ἐκ τῆς πώλησεως ὕδρογονανθράκων διαρκούσης τῆς διαχειριστικῆς περιόδου καθ' ἣν ἐπραγματοποιήθη ἡ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θὰ θεωρῆται πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς διατάξεις τοῦ Ἀρθροῦ 10 τῆς παρούσης Συμβάσεως ὡς ἀκαθάριστον ἔσοδον, εἴτε θὰ ἀφαιρῆται ἐκ τοῦ συνόλου τῶν ἐξόδων, βαρῶν καὶ τῶν δαπανῶν τῶν μνημονευομένων ἐν Ἀρθρῷ 10, παράγραφος 5) τῆς παρούσης Συμβάσεως, ἐφ' ὅσον ἡ πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται πρὸ τῆς διαχειριστικῆς περιόδου καθ' ἣν ἡ Ἑταιρία πραγματοποιεῖ τὸ πρῶτον ἀκαθάριστον εἰσπράξεις ἐκ τῆς πώλησεως ὕδρογονανθράκων.

Ἀντιθέτως ἐὰν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πώλησεως περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ διαφορά εἴτε θὰ ἐκπίπτῃ ἐκ τῶν ἀκαθάριστων εἰσπράξεων τῆς Ἑταιρίας κατὰ τὴν διαχειριστικὴν περίοδον καθ' ἣν ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικώτερον καθορίζεται ἐν παραγράφῳ 1), ἐδάφιον η) τοῦ συνημμένου τῇ παρούσῃ Πίνακος Β, εἴτε θὰ προστίθεται εἰς τὰς δαπάνας, βάρη καὶ ἔξοδα τοῦ Ἀρθροῦ 10, παράγραφος 5) τῆς παρούσης Συμβάσεως.

6. Ἐὰν ἡ Ἑταιρία διατηρῇ περιουσιακὰ στοιχεῖα (κινητὰ ἢ ἀκίνητα) ἐν Ἑλλάδι ἢ ἀλλοῦ δύο εἰσέτι ἔτη μετὰ τὴν λήξιν τῆς συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἑταιρίας, τὸ προῖον δὲ τῆς τοιαύτης ρευστοποίησεως θὰ διανέμηται ἐξ ἴσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας, νοουμένου ὅτι τὸ μερίδιον τῆς Ἑταιρίας δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων ἀμέσων ἢ ἐμμέσων οἰασθήποτε φύσεως ἢ οἰουδήποτε εἶδους τελῶν, τελῶν χαρτοσήμου, δασμῶν, κρατήσεων ἢ συνεισφορῶν ἢ εἰδικῶν φορολογιῶν τακτικῶν ἢ ἐκτάκτων δι' ὧρισμένον σκοπὸν, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασθήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν ἀποκτηθὲν παρὰ τῆς Ἑταιρίας διὰ τῆς ἐλευθέρας διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἢ ἀκινήτων αὐτῆς καὶ οἷονδήποτε δικαιωμάτων αὐτῆς πάσης φύσεως, συμφώνως τῇ παρ. 2) τοῦ παρόντος Ἀρθροῦ, θὰ μετατρέπεται εἰς Λίρας Στεργλίας εἰς τὴν τιμὴν καὶ ὑπὸ τοὺς ὅρους τοῦ Ἀρθροῦ 13.

Ἀρθρον 23

Μεταβιβάσεις

1. Ἡ Ἑταιρία δικαιούται νὰ ἐκχωρῇ τὴν παροῦσαν Σύμβασιν ἐν ὅλῳ ἢ ἐν μέρει καὶ ἰὰ μεταβιβάσῃ πάντα τὰ ἐκ ταύτης δικαιώματά της ὑπὸ ὅρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς:

α) εἰς ἐτέραν Ἑταιρίαν ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας, ἢ

β) εἰς οἷονδήποτε ἕτερον τρίτον, ἐν τοιαύτῃ ὅμως περιπτώσει μόνον κατόπιν προηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ὑπουργοῦ Βιομηχανίας, κατὰ τὴν ἐλευθέραν αὐτοῦ κρίσιν, ἥτις κρίσις θὰ περιορίζεται ὡς πρὸς τὸ πρόσωπον, φυσικὸν ἢ νομικόν, τοῦ ἐκδοχέως καὶ μόνον.

2. Ὁ Ὑπουργὸς Βιομηχανίας δύναται ἐν τούτοις διὰ λόγους ἐθνικῆς ἀσφαλείας νὰ ἀπαγορεύσῃ τὰς μεταβιβάσεις τὰς προβλεπομένας εἰς τὴν παράγραφον 1), ἐδάφιον α) τοῦ παρόντος Ἀρθροῦ.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν παραγράφῳ 1), ἐδάφιον α) καθοριζόμενα, ἡ Ἑταιρία θὰ παραμένῃ ὑπεύθυνος ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγγύως καὶ εἰς ὁλόκληρον μετὰ τοῦ ἐκδοχέως διὰ τὴν ἐκπλήρωσιν τῶν ὁρῶν καὶ συμφωνιῶν τῆς παρούσης Συμβάσεως.

Ἀρθρον 24

Ἐφαρμοζόμενοι Νόμοι

1. Τὸ Ἑλληνικὸν Δημόσιον ἐγγυᾶται εἰς τὴν Ἑταιρίαν ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, οὐδὲν διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἷονδήποτε τρόπον τροποποιήσῃ τὴν παροῦσαν Σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἑταιρίας.

2. Ἡ Ἑταιρία καὶ αἱ ἐργασίαι τῆς καὶ ἡ περιουσία τῆς ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκάστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ Διατάξεων, πάντως ὅμως μόνον μέχρι τοῦ σημείου καθ' ὃ δὲν ἔρχονται εἰς σύγκρουσιν πρὸς τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης Συμβάσεως. Ἐν περιπτώσει συγκρούσεως σημερινῆς ἢ καὶ μελλοντικῆς, θὰ κατισχύσουν οἱ ὅροι καὶ συμφωνίαι τῆς παρούσης Συμβάσεως, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ Διατάξεων αἱ συγκρουόμεναι μὲ τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης δὲν θὰ ἔχουν ἰσχὺν ὅσον ἀφορᾷ τὴν Ἑταιρίαν, τὰς ἐργασίας τῆς καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

Ἄρθρον 25

Ἀνωτέρα βία

1. Παράλειψις τῆς Ἑταιρίας ὅπως ἐκπληρώσῃ οἷανδήποτε τῶν ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεων δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῇται παράβασις τῆς παρούσης Συμβάσεως, ἐφ' ὅσον ἡ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέραν βίαν. Ὁ ὅρος οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ περιοριστικῶς, πράξεις τοῦ ἐχθροῦ, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊὰς, ἐκρήξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἷανδήποτε κυβερνητικὴν πρᾶξιν ἢ πράξεις οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἐτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἔλεγχον τῆς Ἑταιρίας. Ἐφ' ὅσον συνετεῖα τοιαύτης ἀνωτέρας βίας καθυστερεῖται ἢ συμμόρφωσις τῆς Ἑταιρίας πρὸς τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις 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 ὑποχρεώσεις ἢ ἀσκήσιν δικαιωμάτων.

2. Ἐὰν ἡ κατάστασις αὕτη ἀνωτέρας βίας, ὀφειλομένη εἰς μίαν ἢ εἰς περισσοτέρας αἰτίας, συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἑταιρία θὰ δικαιούται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου πάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεων τῆς ἐκ τῆς παρούσης Συμβάσεως, ὅποτε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφῳ παραιτήσῃ ἢ παρούσα Σύμβασις θὰ λύηται. Ἐπὶ τῇ τοιαύτῃ παραιτήσῃ ἡ Ἑταιρία θὰ ἀπαλλάσσεται πασῶν τῶν πάσης φύσεως ὑποχρεώσεων τῆς ἐκ τῆς παρούσης Συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον ὡς καὶ ἡ Ἑταιρία δὲν θὰ διατηροῦν οἰασδήποτε ἐναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπληρώσιν οἰουδήποτε τῶν ὅρων τῆς παρούσης Συμβάσεως ὑπὸ ἐκατέρου τῶν συμβαλλομένων καὶ θὰ δώσουν ἀμφοτέροι πλήρη καὶ ἀνεπιφύλακτον ἐγγράφον ἀπαλλαγῇ.

Ἄρθρον 26

Διαιτησία

1. Ἐξαίρεσει τῶν ἐν παραγράφῳ 2) τοῦ παρόντος Ἄρθρου ἀναφερομένων, πᾶσα διαφορά ἢ διαφωνία μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰουδήποτε τῶν ἐτέρων δύο συμβαλλομένων ἀφορῶσα τὴν παρούσαν Σύμβασιν θὰ λύηται ἀποκλειστικῶς διὰ διαιτησίας κατὰ τὰ ἐν Ἄρθρῳ 28 τοῦ Νόμου 3948)1959 (περὶ ἀναζητήσεως, ἐρευνῆς καὶ ἐκμεταλλεύσεως ὕδρων καὶ ἀερίων ὑδρογονανθράκων).

2. Προκειμένου ὅμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν Ἄρθρῳ 21 ὀρίζεται, ἡ ἀμφισβητήσεων ἀφωρῶσιν διαφορὰν ἢ διαφωνίαν ὡς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς Συμβάσεως αἵτινες δύνανται νὰ συνεπάγονται 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:

Ὁ αἰτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνόμενου καὶ κοινοποιουμένου πρὸς τὸν μετ' οὗ ἡ διαφορά καθορίζεται ἀκριβῶς τὰ θέματα τῆς διαφοράς ἢ διαφωνίας καὶ ὀρίζει τὸν διαιτητὴν αὐτοῦ, καλῶν αὐτὸν ὅπως προβῇ εἰς τὸν ὅρισμόν τοῦ δευτέρου διαιτητοῦ.

Ὁ πρὸς δὴ ἡ κοινοποίησις ὑποχρεοῦται ὅπως ἐντὸς προθεσμίας 20 ἡμερῶν ἀπὸ τῆς κοινοποιήσεως πρὸς αὐτὸν τῆς αἰτήσεως διαιτησίας δι' ἐγγράφου κοινοποιήσεως ὀρίσῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης, τὸν δευτέρον διαιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης τῇ αἰτήσει τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται ὅπως, ἐντὸς εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητὴν, ὅστις θὰ εἶναι Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμόν αὐτοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης κατόπιν αἰτήσεως τῶν διαιτητῶν ἢ τοῦ ἐνὸς τούτων.

Οἱ διαιτηταὶ ὀφείλουσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν τρίτον διαιτητὴν ἐκδόσωσι τὴν ἀπόφασιν των. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσιν εἰδικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Διαιτοῦνται ὅπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὄψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν διαιτητῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, οὗτος ἀντικαθίσταται κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμόν του διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἐκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ κωλύματος ἢ τῆς ἀρνήσεως, βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἀπόφασις τῶν διαιτητῶν λαμβάνεται ὁμοφώνως ἢ κατὰ πλειοψηφίαν, ἡ δὲ ἀρνήσις τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

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

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

Ἄρθρον 27

Χρήσις Ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου

Ἐφ' ὅσον ἡ Ἑταιρία θὰ χρησιμοποιεῖ συνεχῶς ἰδιοκτησίαν κινητὴν ἢ ἀκίνητον τοῦ Ἑλληνικοῦ Δημοσίου:

α) συνετεῖα ἀπαλλοτριώσεως κατὰ τὰ ἐν Ἄρθρῳ 15 ὀριζόμενα,

β) βᾶσει τῶν ἐτέρων διατάξεων τοῦ Ἄρθρου 15, ἢ

γ) βᾶσει οἰασδήποτε συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἑταιρίας, ἡ Ἑταιρία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῇται τῆς ἰδιοκτησίας ταύτης ὡς ἐὰν ἦτο ἡ ἰδία ἰδιοκτῆτρια καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἐναντι ἀπαιτήσεων οἰουδήποτε τρίτου.

Ἄρθρον 28

Εὐθὺν Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν

1. Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν νόμιμον δικαίωμα ἢ ἀπαιτήσις ὑφίσταται ἐν σχέσει πρὸς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς ὡς αὕτη προσδιορίζεται ἐν Ἄρθρῳ 1. Ἐὰν ἤθελεν ἀξιοῦν τοιοῦτο δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύσῃ τὰ διὰ τῆς παρούσης Συμβάσεως παραχωρούμενα εἰς τὴν Ἑταιρίαν δικαιώματα

καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἑταιρίας ἐναντι τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τούτοις ἡ Ἑταιρία ᾔθελεν ἐκνικηθῇ ὑπὸ τρίτου ἢ ᾔθελεν ἀναγνωρισθῇ ὀριστικῶς καὶ τελεσιδικῶς οἰονδήποτε τοιοῦτο δικαίωμα δι' ἀποφάσεως Ἑλληνικοῦ Δικαστηρίου ἢ ἄλλως πως, ἡ Ἑταιρία θὰ ἔχη τὸ δικαίωμα νὰ καταγγείλῃ τὴν παροῦσαν Σύμβασιν ἀπαλλασσομένη οἰασδήποτε βάσει ταύτης ὑποχρεώσεώς της, τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποδώσῃ εἰς τὴν Ἑταιρίαν πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης Συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

2. Ἐννοεῖται οἰκοθεν ὅτι κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ προβαίνειν αὐτὸ τοῦτο οὐδὲ θὰ παραχωρῇ εἰς οἰονδήποτε τρίτον δικαιώματα ὅπως προβαίνειν εἰς οἰασδήποτε ἐρευνητικὰς ἐργασίας ἢ ἐργασίας ἐκμεταλλεύσεως ὑδρογονανθράκων ἐν οἰαδήποτε ἐρευνητικῇ περιοχῇ ἢ παραχωρήσῃ πρὸς ἐκμετάλλευσιν αἵτινες θὰ κατέχωνται ἐκάστοτε ὑπὸ τῆς Ἑταιρίας βάσει τῶν διατάξεων τῆς παρούσης Συμβάσεως.

Ἄρθρον 29

Διάθεσις εἰς τὴν Ἀγορὰν καὶ Διύλισις Διάθεσις εἰς τὴν ἀγορὰν (Marketing)

1. Συμφώνως πρὸς τὰς διατάξεις τῆς παρούσης Συμβάσεως, τὰ ἀπαιτούμενα πρὸς διενέργειαν τῶν ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως κεφάλαια θὰ χορηγηθῶσι παρὰ τῆς Ἑταιρίας Ἐκμεταλλεύσεως, ἧτις θὰ ἔχη τὴν κυριότητα τῶν παραγομένων ὑδρογονανθράκων. Τὸ Ἑλληνικὸν Δημόσιον ἀναγνωρίζει ὅτι δέον ὅπως ἐξασφαλισθῶν εἰς τὴν Ἑταιρίαν ταύτην ἐπαρκῇ σημείᾳ πωλήσεως ἐν Ἑλλάδι (εἴτε ἡ ἰδία εἴτε μέσω ἐτέρας ἑταιρίας ἐλεγχομένης ὑπὸ τῆς British Petroleum Company Limited, ἢ ἐλεγχομένης παρ' ἄλλης ἑταιρίας ἐλεγχομένης παρὰ τῆς British Petroleum Company Limited) διὰ προϊόντα προερχόμενα ἐξ οἰονδήποτε ἐγχωρίου ἀργοῦ πετρελαίου παραγομένου συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν.

Δεδομένου ὅτι ἑταιρία ἐλεγχόμενη ὑπὸ τῆς British Petroleum Company Limited (ἥτοι ἡ BP Ἑλλάδος Λίμιτεδ) μόλις προσφάτως ἐγκατεστάθη ἐν τῇ Ἑλληνικῇ ἀγορᾷ ὡς πωλήτρια πετρελαιοειδῶν, εἰς δὲ τὰς περιοχὰς ὅπου ὁ ἀριθμὸς τῶν ἀδειῶν ἐγκαταστάσεως καὶ λειτουργίας βενζιναντλίων καὶ ἀντλίων ἀκαθάρτου πετρελαίου (ἐφεξῆς καλουμένων ἐν τῇ παρούσῃ παραγράφῳ «ἀδειῶν») εἶναι περιορισμένος, συναντᾷ εἰσέτι ἀνυπερβλήτους δυσκολίας ἵνα ἐπιτύχῃ ὑπὸ ὁμαλοῦς ἐμπορικῶν ὁδῶν τὴν σύναψιν συμπληρωματικῶν συμφωνιῶν μετὰ τῶν κατόχων «ἀδειῶν» καὶ ἐπὶ τῷ τέλει ὅπως καταστήτῃ δυνατόν εἰς τὴν BP Ἑλλάδος Λίμιτεδ νὰ διαθέτῃ τὰ προϊόντα τὰ προερχόμενα ἐξ ἀργοῦ πετρελαίου παραγομένου συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, συμφωνεῖται διὰ τοῦ παρόντος ὅτι τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγήσῃ ἐπὶ μίαν πενταετίαν ἀπὸ τῆς συμπληρώσεως παρὰ τῆς Ἑταιρίας τοῦ πρώτου βαθέος ἐρευνητικοῦ φρέατος (ὡς ὀρίζεται ἐν Ἄρθρῳ 4, παράγραφος 5) τῆς παρούσης Συμβάσεως) εἰς τὰ πρὸς τοῦτο κατὰ τὴν κρίσιν του κατάλληλα καὶ ἀποδεκτὰ ὑπὸ τῆς BP Ἑλλάδος Λίμιτεδ πρόσωπα ἀριθμὸν «ἀδειῶν» διαλαμβανουσῶν τὸν ὅρον ὅτι θὰ ὦσιν χρησιμοποιητέα διὰ τὴν ἀποκλειστικὴν διανομὴν τῶν προϊόντων ἅτινα θὰ προμηθεύῃ ἡ BP Ἑλλάδος Λίμιτεδ. Ὁ ἀριθμὸς τῶν οὕτω χορηγηθησομένων «ἀδειῶν» ἐτησίως (καὶ δὴ εἰς τὴν ἀρχὴν ἐκάστου ἔτους ἐπομένου τῆς συμπληρώσεως τοῦ πρώτου βαθέος ἐρευνητικοῦ φρέατος) θὰ εἶναι ἴσος πρὸς τὸ ἡμισυ τοῖς ἐκατὸν τοῦ ἀριθμοῦ τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην τῶν περιοχῶν τούτων, οὕτως ὥστε ὁ ἀριθμὸς αὐτῶν κατὰ τὴν λῆξιν τῆς πενταετίας νὰ μὴ ὑπερβαίνειν ἐν συνόλῳ τὰ δύο καὶ ἡμισυ τοῖς ἐκατὸν τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην τῶν περιοχῶν τούτων. Κλάσμα τυχὸν μεγαλύτερον τοῦ ἡμίσεος τῆς ἀκεραίας μονάδος ἢ ὅποια ἀ-αιτεῖται διὰ τὴν χορήγησιν μιᾶς «ἀδείας» θὰ θεωρῇται ἴσον πρὸς μίαν ἀκεραίαν μονάδα.

Συμφωνεῖται ἐπίσης ὅτι αἱ διατάξεις τῆς παρούσης παραγράφου θὰ τελεῶσιν ὑπὸ τὴν ἀπαραίτητον προϋπόθεσιν ὅτι διὰ τὴν ἐκάστοτε ἐκδοσιν τῶν κατὰ τὴν παροῦσαν παραγράφον «ἀδειῶν» δέον ἀπαραιτήτως νὰ ἔχη ἀποπερατωθῇ ὑπὸ τῆς

Ἑταιρίας ἐν βαθύ ἐρευνητικῶν φρέαρ ἐτησίως (ὡς ὀρίζεται ἐν Ἄρθρῳ 4, παράγραφος 5), συμφωνουμένου περαιτέρω ὅτι οἰονδήποτε βαθεῖα γεωτρήσεις γινόμεναι ἐπὶ πλέον τῆς μιᾶς καθ' ἑκάστον ἔτος, θέλουν ὑπολογίζονται διὰ τὴν ἐφαρμογὴν τῆς παρούσης παραγράφου εἰς τὸ ἐπόμενον ἔτος ἢ ἔτη.

Διύλισις

2. α) Ἐὰν καθ' οἰονδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς παρούσης Συμβάσεως ἢ παραγωγῇ ἐγχωρίου ἀργοῦ πετρελαίου παρὰ τῆς Ἑταιρίας φθάσῃ εἰς ἐπίπεδον τοιοῦτον ὥστε νὰ δικαιούται νὰ ἐξάγῃ ἀργὸν πετρέλαιον, αὕτη θὰ κέκτηται ὡσαύτως τὸ δικαίωμα νὰ ἀνεγείρῃ καὶ τηρῇ ἐν λειτουργίᾳ διύλιστήριον διὰ τὴν διύλισιν ἐν αὐτῷ τοῦ ἀργοῦ πετρελαίου ὑπερ δικαιούται νὰ ἐξάγῃ, ὡς καὶ νὰ ἐξάγῃ τὰ προϊόντα πετρελαίου τὰ προερχόμενα ἐκ τοῦ ἀργοῦ τούτου πετρελαίου.

β) Ἐὰν καθ' οἰονδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως αἱ ἀνάγκαι τῆς ἐγχωρίου ἀγορᾶς δὲν καλύπτονται ἀπὸ τὴν παραγωγὴν τῶν τότε ὑπαρχόντων διύλιστηρίων, ἢ δὲ παραγωγῇ τῆς Ἑταιρίας ἐγχωρίου ἀργοῦ πετρελαίου εἶναι ἀνωτέρα τῆς δυναμικότητος τῶν ὑπαρχόντων τότε διύλιστηρίων, τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται εἶτε :

(ι) νὰ χορηγήσῃ τῇ Ἑταιρίᾳ ἄδειαν ἀνεγέρσεως καὶ ἐκμεταλλεύσεως διύλιστηρίου διὰ τὴν διύλιν τῶν ποσοτήτων ἀργοῦ πετρελαίου καθ' ἃς αἱ ἀνάγκαι τῆς ἐγχωρίου ἀγορᾶς ἢ ἡ παραγωγὴ ἀργοῦ πετρελαίου τῆς Ἑταιρίας (οἰαδήποτε τῶν ποσοτήτων τούτων εἶναι μικρότερα) ὑπερβαίνουν τὴν δυναμικότητα τῶν ὑφισταμένων τότε διύλιστηρίων, ἢ

(ιι) νὰ ἐπιτρέψῃ εἰς τὴν Ἑταιρίαν νὰ χρησιμοποιοῦσιν τὸ ἴδιον αὐτῆς διύλιστήριον τὸ ἀνεγερθὲν κατὰ τὰ ἀνωτέρω ὑπὸ ἐδάφιον α) καὶ διὰ τοὺς ὑπὸ στοιχεῖον (ι) ὡς ἄνω ἀναφερομένους σκοπούς.

Νοεῖται ἐν τούτοις ὅτι αἱ ὑπὸ ἐδάφιον β) (ι) καὶ (ιι) διατάξεις θὰ τυγχάνουν ἐφαρμογῆς μόνον ἐφ' ὅσον ἡ Ἑταιρία θὰ εἶναι ἡ πρώτη ἀνακαλύψασα καὶ παράγουσα ἀργὸν πετρέλαιον ἐν Ἑλλάδι ἢ ἐὰν ἕτεροι παραγωγοὶ ἐγχωρίου ἀργοῦ πετρελαίου ἀνακαλύψαντες ἀργὸν πετρέλαιον πρὸ τῆς Ἑταιρίας δὲν ἐπιθυμοῦν νὰ ἀσκήσουν τὰ ἀνωτέρω ὑπὸ ἐδάφιον β) (ι) καὶ (ιι) δικαιώματα.

γ) Εἰς τὰς προβλεπομένας ὑπὸ ἐδάφια α) καὶ β) περιπτώσεις, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν ἀνέγερσιν καὶ ἐκμετάλλευσιν τῶν ἐν τῷ παρόντι Ἄρθρῳ ἀναφερομένων διύλιστηρίων ὑπὸ ὁρους καὶ προϋποθέσεις συμφωνηθησομένους τότε οὐχὶ ὁμως ὀλιγώτερον εὐνοϊκοῦς διὰ τὴν Ἑταιρίαν τῶν παραχωρηθέντων πρὸς ἕτερα διύλιστήρια ἐν Ἑλλάδι, ἐξαιρέσει τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου.

δ) Ὁ ὅρος «Ἑλληνικὸν Κρατικὸν Διύλιστήριον» θὰ ἐρμηνεύηται ἐν τῇ παρούσῃ Συμβάσει ὡς σημαίνει τὸ ὑπάρχον σήμερον διύλιστήριον ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου, ἔστω καὶ ἂν τοῦτο ἐκχωρηθῇ μελλοντικῶς πρὸς τρίτον.

3. Ἀπαντὰ τὰ δικαιώματα τῆς Ἑταιρίας συμφώνως τῷ παρόντι Ἄρθρῳ θὰ δύνανται νὰ ἀσκήθωσιν εἴτε παρ' αὐτῆς ταύτης τῆς Ἑταιρίας εἴτε παρὰ συγγενοῦς ἢ ἐξαρτωμένους ἐκ ταύτης Ἑταιριῶν ἢ Ἑταιρίας.

Ἄρθρον 30

Ἐγγυήσις

1. Ἡ Ἑταιρία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Διεύθυνσιν Δημοσίων Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας), ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης Συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπεζῆς διὰ ποσὸν Λιρῶν Στερλινῶν 100,000 (ἐκατὸν χιλιάδων). Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης Συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τῆς Ἑταιρίας, τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον καθ' ὅλην τὴν διάρκειαν τῆς Συμβάσεως, θὰ δύνανται δὲ νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὀριστικῶς πληρωτέα παρὰ τῆς Ἑταιρίας, κατὰ τοὺς ὁρους

τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἓνα μῆνα ἀφ' ἧς ταῦτα κατέστησαν ὀριστικῶς πληρωτέα.

Ἐάν δι' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἤθελε κατὰσθῇ κατώτερον τῶν Λιρῶν Στερλινῶν 100,000 (ἑκατὸν χιλιάδων) ἡ Ἑταιρία ὑποχρεοῦται νὰ συμπληροῦται, μέχρι τοῦ ἀρχικοῦ ποσοῦ ἐντὸς 3 μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικροτέρα τῶν Λιρῶν Στερλινῶν 100,000 (ἑκατὸν χιλιάδων) ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ δι' ἐδάφιοι 8) τῆς παραγράφου 3) τοῦ Ἀρθροῦ 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγυήσεις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καθ' ἣν ἤθελε λάβει χώραν ἐκχώρησις κατ' ἐφαρμογὴν τοῦ Ἀρθροῦ 23, παράγραφος 1), ἐδάφιοι α) τῆς παρούσης Συμβάσεως.

2. Ἡ μὴ ἐμπρόθεσμος παράδοσις τῆς ἐν παραγράφῳ 1) τοῦ παρόντος Ἀρθροῦ ἐγγυητικῆς ἐπιστολῆς καθιστᾷ ἀνίσχυρον τὴν παροῦσαν Σύμβασιν ἥτις καὶ θὰ θεωρῇται ὡς οὐδέποτε γενομένη.

3. Ἡ ἀνωτέρω ἐν παραγράφῳ 1) ἀναφερομένη ἐγγυητικὴ ἐπιστολὴ θὰ ἐπιστρέφῃται παρὰ τοῦ Ἑλληνικοῦ Δημοσίου:

α) ἐὰν ἡ παροῦσα Σύμβασις δὲν κυρωθῇ διὰ Νόμου ὡς προβλέπεται ἐν Ἀρθρῳ 32, παράγραφος 1) ἐντὸς 6 μηνῶν ἀπὸ τῆς ἡμερομηνίας τῆς υπογραφῆς τῆς, ἢ

β) ἐντὸς ἐνὸς ἔτους μετὰ τὴν λήξιν τῆς παρούσης Συμβάσεως.

Ἀρθρον 31

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου

Ἡ παροῦσα Σύμβασις ὡς καὶ αἱ κατὰ τὸ Ἀρθρον 23 τῆς παρούσης μεταβιβάσεις καὶ συμβόλαια ἀπαλλάσσονται δυνάμει τοῦ Ἀρθροῦ 27 τοῦ Νόμου 3948)1959 τῶν τελῶν χαρτοσήμου καὶ πάσης φύσεως ὑπὲρ τοῦ Δημοσίου καὶ τρίτων εἰσφορῶν, δικαιωμάτων καὶ λοιπῶν ἐπιβαρύνσεων.

Ἀρθρον 32

Ἀρχὴ ἰσχύος τῆς παρούσης

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

2. Ἐὰν ἡ παροῦσα Σύμβασις ἤθελε κυρωθῇ μὲ τροποποιήσεις, ἡ Ἑταιρία 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 ἐτροποποιήθη.

Ἐν περιπτώσει καθ' ἣν τοιαύτη μὴ ἀποδοχὴ δὲν ὑποβληθῇ ἐμπρόθεσμως ἡ Ἑταιρία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς νομοθετικῆς ἐξουσίας τῶν ὄρων τῆς παρούσης Συμβάσεως καὶ παρελέσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος Ἀρθροῦ τριακονθήμερου προθεσμίας, ἡ ἰσχὺς τῆς Συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθήμερου προθεσμίας.

Ἀρθρον 33

Κοινοποιήσεις

Πᾶσα κοινοποίησις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρίαν καὶ τὴν Ἑταιρίαν Ἐκμεταλλεύσεως καὶ ἀντιστρόφως, βάσει τῆς παρούσης Συμβάσεως ἵνα εἶναι ἐγκυρὸς δέον νὰ γίνηται ἐπὶ ἀποδείξει ἢ διὰ συστημένου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ ν' ἀπευθύνεται:

α) Διὰ τὰς κοινοποιήσεις παρὰ τῆς Ἑταιρίας ἢ τῆς Ἑταιρίας Ἐκμεταλλεύσεως πρὸς τὸ Ἑλληνικὸν Διόμοσιον εἰς:

Ὑπουργεῖον Βιομηχανίας,
Διεύθυνσιν Δημοσίων Μεταλλείων,
Ἀθήνας (Ἑλλάς).

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρίαν καὶ τὴν Ἑταιρίαν Ἐκμεταλλεύσεως πρὸς τὴν

Αἰτωλικὴν Ἑταιρίαν Πετρελαίων Α.Ε.
παρὰ τῇ Ἐθνικῇ Τραπεζῇ τῆς Ἑλλάδος Α.Ε.
Ἀθῆνας.

ὀριζομένης ταύτης ὡς ἀντικλήτου.

Ἐν ἀνακλήσει τῆς ὡς ἄνω ἀντικλήτου, ἡ Ἑταιρία ἢ ἡ Ἑταιρία Ἐκμεταλλεύσεως ὑποχρεοῦται νὰ γνωστοποιῇ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὀνοματεπώνυμον ἢ τὴν ἐπωνυμίαν καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλήτου ὅστις δέον νὰ εἶναι κάτοικος Ἀθηνῶν, μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύριως γίνονται αἱ κοινοποιήσεις πρὸς τὴν ἀνωτέρω ἀντικλήτον.

Ἀρθρον 34

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοήθειας.

Ἡ Ἑταιρία Ἐκμεταλλεύσεως δηλοῖ ὅτι ἡ British Petroleum Company Limited ἡ ὁποία εἶναι ἡ μόνη μέτοχος τῆς BP Exploration Company Limited, ἡ ὁποία ἐν συνεχείᾳ εἶναι ἡ μόνη μέτοχος τῆς Ἑταιρίας Ἐκμεταλλεύσεως, ἔλαβε πλήρη γνώσιν τῶν ὄρων τῆς παρούσης Συμβάσεως.

Δι' ἰδιαιτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Διόμοσιον συμφώνως πρὸς τὸ σχέδιον τῆς ἐπιστολῆς ταύτης τὸ καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας Ἐκμεταλλεύσεως καὶ μονογραφηθὲν σήμερον παρὰ τούτων, ἡ British Petroleum Company Limited ἀναλαμβάνει τὴν ὑποχρέωσιν, συμφώνως πρὸς λεπτομερεῖς δηλώσεις περιεχομένας ἐν τῷ σχεδίῳ τῆς ἐπιστολῆς ταύτης ὅπως, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ παροῦσα Σύμβασις κυρωθῇ διὰ νόμου, παράσχη καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως εἰς τὴν Ἑταιρίαν Ἐκμεταλλεύσεως ἢ, ἐν περιπτώσει μεταβιβάσεως, εἰς τὸ ἐν Ἀρθρῳ 23, παράγραφος 1), ἐδάφιοι α) τῆς παρούσης Συμβάσεως ἀναφερόμενον πρόσωπον πρὸς δ' ἡ μεταβίβασις, πᾶσαν ἀναγκαίαν τεχνικὴν καὶ οἰκονομικὴν βοήθειαν πρὸς πραγματοποίησιν τῶν σκοπῶν τῆς παρούσης Συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ἐκ ταύτης ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ὑποχρεώσεων τῆς, κατὰ τὰ εἰδικώτερον ἐν τῷ σχεδίῳ τῆς τοιαύτης ἐπιστολῆς ἐκτιθέμενα.

Ἡ Ἑταιρία Ἐκμεταλλεύσεως ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ παραδῶσιν τὴν ἐπιστολὴν ταύτην πρὸς τὸ Ἑλληνικὸν Διόμοσιον (Ὑπουργεῖον Βιομηχανίας, Δ)νσιν Δημοσίων Μεταλλείων) ἐντὸς 15 ἡμερῶν ἀπὸ τῆς υπογραφῆς τῆς παρούσης Συμβάσεως. Ἐν περιπτώσει παρόδου τῆς τοιαύτης προθεσμίας ἀπράκτου, ἡ παροῦσα Σύμβασις θὰ θεωρῇται ὡς ἄκυρος, μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

Ἀρθρον 35

Προστασία τῆς ἐπενδύσεως συμφώνως πρὸς τὸ Ν.Δ. 2687]1953

Τὸ Ἑλληνικὸν Διόμοσιον θὰ παράσχη εἰς τὴν Ἑταιρίαν πρὸς τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν Ἀρθρῳ 4 τῆς παρούσης Συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Νομοθετικοῦ Διατάγματος 2687]1953 «περὶ προσελκύσεως καὶ προστασίας κεφαλαίων ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθῆσιν πάσης φύσεως καὶ μορφῆς κεφάλαια τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης Συμβάσεως καθοριζομένων σκοπῶν καὶ κατὰ τὴν ὑπὸ τοῦ ὡς ἄνω Νομοθετικοῦ Διατάγματος προβλεπομένην διαδικασίαν.

Ἀρθρον 36

Πληρωμὴ χρηματικῶν ἀπαιτήσεων τοῦ Δημοσίου

Πᾶσα χρηματικὴ ἀπαιτήσις τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἑταιρίας κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν τῇ παρούσῃ Συμβάσει, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρίαν.

Τυχὸν προσφυγὴ τῆς Ἑταιρίας εἰς δικαιοσύνην ἐντὸς τοῦ ὡς ἄνω μηνός, κατὰ τὰς διατάξεις τοῦ Ἀρθροῦ 26 τῆς πα-

ρούσης, αναστέλλει την υποχρέωσιν τῆς καταβολῆς καθ' ὅλην τὴν διάρκειαν τῆς διεξαγωγῆς τῆς διαιτητικῆς διαδικασίας καὶ ἐπὶ ἓνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἑταιρίαν τῆς σχετικῆς ὀριστικῆς διαιτητικῆς ἀποφάσεως.

Ἄρθρον 37.

Ἰσχύον κείμενον.

Ἡ παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν, ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἴσης ἰσχύος.

Ἐν Ἀθήναις, τῇ 6ῃ Ἰουλίου 1960

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον Διὰ τὴν Αἰτωλικὴν Ἑταιρίαν

Νικόλαος Μάρτης

Πετρελαίων Α.Ε.

Δημήτριος Χέλμης

Derick Armstrong

Διὰ τὴν

BP Exploration Company

(Greece) Limited

John McVean Luard

ΠΙΝΑΞ Β

Κόστος - ἔξοδα - βάρη

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

α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

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

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20 0 | 0) κατ' ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ὡς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἓν τρίτον (33 1 | 3 0 | 0) κατ' ἔτος τῶν δαπανῶν αἰτίνες δὲν καταλήγουν εἰς τὴν ἀπόκτησιν ἢ τὴν παραγωγὴν ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ (ὡς π.χ. ἔξοδα διανοίξεως φρεάτων, δαπάνας γεωφυσικῶν ἐρευνῶν).

Ἡ ἀπόσβεσις οἰκημάτων εἰς μεγάλας πόλεις περιορίζεται εἰς ποσοστὸν 5 0 | 0 ἑτησίως, ἢ δὲ δι' ἀγωγούς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10 0 | 0 ἑτησίως. Τυχόν εὐνοϊκώτερα ποσοστὰ ἀποσβέσεως ἢ ἄλλα φορολογικὰ κίνητρα ἰσχύοντα ἢ εἰς τὸ μέλλον παρασχεθῆσόμενα δὲν θέλουσι ἔχει ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὁμοειδῶν ἐπιχειρήσεων.

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

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

στ) Τόκοι ἐπὶ χρεῶν πρὸς τρίτους. Ρητῶς ἐξαιρουμένων τῶν τόκων ἐπὶ τῶν ὑπὸ τοῦ ὁμίλου Ἑταιριῶν BP παρεχομένων δανείων ἢ ἄλλων χρηματοδοτήσεων.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ ὑπηρεσίας ἄλλων εἴτε

(i) ὀφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς ἐνδιαφερομένους, εἴτε

(ii) ὀφειλόμεναι ἢ πληρωνόμεναι διὰ λογαριασμὸν τῶν ἐνδιαφερομένων μέσῳ ἀσφαλιστικῶν συνταξιοδοτικῶν ἢ ἄλλων ταμείων.

η) Ἡ μὴ καλυφθεῖσα ἀξία κτήσεως περιουσιακῶν στοιχείων πωληθέντων, ἐπιστραφέντων, ἐγκαταλειφθέντων ἢ ἄλλως πως διατεθέντων περιλαμβανομένων καὶ τῶν μὴ καλυφθέντων ἐξόδων γεωτρήσεως φρεάτων, μὴ παραγωγικῶν

ὑδρογονανθράκων εἰς ποσότητας ἐμπορικῶς ἐκμεταλλευσί-
μους.

θ) Μισθώματα ἢ ἕτεροι καταβολαὶ εἰς τρίτους διὰ τὴν χρῆσιν οἰωνδῆποτε περιουσιακῶν στοιχείων, ἀνηκόντων εἰς τρίτους, ὡς γηπέδων, κτισμάτων, μηχανημάτων ἐξοπλισμοῦ κλπ. (ἢ ἐν σχέσει πρὸς τὴν χρῆσιν τούτων) ἀποσβέσεις ὡς αὗται προβλέπονται ἐν παραγράφῳ 4) τοῦ παρόντος Πίνακος Β.

ι) Καθαραὶ ζημίαι ἐκ τῶν ἐργασιῶν κατὰ τὰ ἐν παραγράφῳ 6) τοῦ Ἀρθροῦ 10 τῆς Συμβάσεως προβλεπόμενα.

κ) Καταβολαὶ διὰ στρεμματικούς φόρους ὡς αὗται προβλέπονται ἐν Ἀρθρῳ 8 τῆς Συμβάσεως.

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

μ) 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 Ἑταιριῶν.

2. Τὰς δαπάνας δι' ἐρευνητικὰς ἐργασίας καὶ ἀύλους δαπάνας διὰ γεωτρήσεις ὡς αὗται καθορίζονται ἐν παραγράφῳ 3) τοῦ παρόντος Πίνακος, πραγματοποιούμενας μετὰ τὴν ὑπὸ τῆς Ἑταιρίας ἀπόκτησιν τῆς πρώτης παραχωρήσεως τῆς πρὸς ἐκμετάλλευσιν, θὰ δικαιούται ἡ Ἑταιρία εἴτε νὰ ἐκπύτῃ 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 κεφαλαιοποιήσεως τῶν θὰ λαμβάνηται κατ' ἔτος παρὰ τῆς Ἑταιρίας δι' ἐκάστην διαχειριστικὴν περίοδον καθ' ἣν πραγματοποιοῦνται.

3. Διὰ τὴν ἐφαρμογὴν καὶ μόνον τῶν ἐν τῷ παρόντι Πίνακι Β καθοριζομένων ὁ ὅρος «Δαπάναι δι' ἐρευνητικὰς ἐργασίας» θὰ θεωρῆται περιλαμβανὼν 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 χώρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ διὰ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ διὰ πλαίσια ὑποστηρίξεως φρεάτων (casings), ἀποθηκευτικούς χώρους, κινητῆρας, 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, ἀπασαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτάσματος ὑδρογονανθράκων.

Ὁ ὅρος «ἄυλοι δαπάναι γεωτρήσεως» θὰ ἐρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην δι' ἐργατικά, κχύσιμα, ἐπιδιор-
θώσεις, συντήρησιν, χειρισμὸν (handling), ἐφόδια καὶ ὑλικά διὰ τὰς ἢ σχετικὰ πρὸς γεωτρήσεις, καθαρισμὸν, ἐκβάθυν-
σιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικά χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χώρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις, ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ διὰ πλαίσια ὑποστηρίξεως φρεάτων (casings), ἀποθηκευ-
τικούς χώρους, κινητῆρας, λέβητας, μηχανήματα κλπ.

Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου περιλαμβάνονται αἱ δαπάναι αἱ ἀναφερόμεναι εἰς γεωτρήσεις, ἀνατινάξεις διὰ
δυναμίτιδος καὶ καθαρισμὸν φρεάτων, καθαρισμὸν, ἀπο-
στράγγισιν καὶ ἰσοπέδωσιν γαιῶν, κατασκευὴν ὁδῶν, χω-
ρομέτρησιν (γεωλογικὰς μελέτας καὶ τοπογραφικὰς καὶ γε-
ωλογικὰς ἐπισκοπήσεις) προπαρασκευαστικὴν τῶν γεωτρή-
σεων καὶ ἀνέγερσιν πύργων καὶ χώρων ἀποθηκεύσεως, κατα-

σκευήν άγωγών και άλλων έγκαταστάσεων αναγκαίων διά την προπαρασκευήν ή γεώτρησιν φρεάτων παραγωγής ύδρογονανθράκων.

4. Έφ' όσον ή Έταιρία άποφασίση νά κεφαλαιοποιήση οίασδήποτε δαπάνας έρευνητικών έργασιών και άλλους δαπάνας γεωτρήσεως κατ' έφαρμογήν τών διατάξεων τής παρ. 2) του παρόντος Πίνακος αί ούτω κεφαλαιοποιούμεναι δαπάναι θα άποσβέννυνται παρά τής Έταιρίας εις χρόνον ούχι μικρότερον τών τριών (3) διαχειριστικών χρήσεων άρχής γενομένης από τής διαχειριστικής χρήσεως καθ' ήν πραγματοποιούνται αύται.

Νικόλαος Μάρτης
Δημήτριος Χέλμης
Derick Armstrong
John McVean Luard

ΠΙΝΑΞ Γ

Συμφωνητικών

Έν Αθήναις τή τετάρτη Ιουλίου 1960

άφ' ένός ή έν Αθήναις έδρεύουσα Άνώνυμος Έταιρία υπό την έπωνυμίαν Αίτωλική Έταιρία Πετρελαίων Α. Ε. (έφ' έξής καλουμένη «Αίτωλική») και άφ' έτέρου ή έν Λονδίνω έδρεύουσα Έταιρία υπό την έπωνυμίαν BP Exploration Company (Greece) Limited (έφ' έξής καλουμένη «BP») συνεφώνησαν τά έξής :

1. Εάν παραχωρηθούν δικαιώματα έρεύνης και εκμεταλλεύσεως ύδρογονανθράκων εις την Αίτωλικήν δυνάμει συμβάσεως μετά του Έλληνικού Δημοσίου (τής τοιαύτης συμβάσεως έφ' έξής καλουμένης «Συμβάσεως Παραχωρήσεως»), συμφωνεΐται ότι άπαντα τά παραχωρηθησόμενα εις την Αίτωλικήν δικαιώματα, καθ' όλην την διάρκειαν τής ισχύος τής Συμβάσεως Παραχωρήσεως και τών τυχόν παρατάσεων αύτης, θα άσκοϋνται υπό τής BP ήτις και αναλαμβάνει την υποχρέωσιν νά εκπληροΐ άπάσας τάς κατά την σύμβασιν υποχρεώσεις έναντι του Έλληνικού Δημοσίου.

Η BP αναλαμβάνει συνεπώς την υποχρέωσιν νά εκτελέση άπάσας τάς διά τής Συμβάσεως Παραχωρήσεως αναληφθησομένας υποχρεώσεις έναντι του Έλληνικού Δημοσίου, θα άσκη ή πάντα τά εκ ταύτης άπορρέοντα δικαιώματα και θα έχη πάσας τάς εκ τής άσκήσεως τών δικαιωμάτων τούτων ώφελείας.

2. Εις άντάλλαγμα τής κατά την παράγραφον 1) μεταβιβάσεως τής άσκήσεως τών δικαιωμάτων της, ή BP θα καταβάλλη εις την Αίτωλικήν εις δραχμάς έν σχέσει προς τό παρά τής BP παραγόμενον έν τή ένασκήσει τών ως άνω δικαιωμάτων άργόν πετρέλαιον κατά την διάρκειαν τής ισχύος του παρόντος συμφωνητικού :

α) 3 0) 0 (τρία τοΐς έκατόν) επί τής αξίας όλου του

παραγομένου άργου πετρελαίου από τής έναρξεως τής παραγωγής μέχρι τής συμπληρώσεως ποσότητος 50,000 (πεντήκοντα χιλιάδων) τόννων,

β) 5 0) 0 (πέντε τοΐς έκατόν) επί τής αξίας όλου του παραγομένου άργου πετρελαίου διά την πέραν τών ως άνω έν α) 50,000 (πεντήκοντα χιλιάδων) τόννων ποσότητα.

Διά τόν υπολογισμόν τών ως άνω καταβλητέων συμφώνως προς τόν παρόντα όρον ποσών, τό ούτω παραγόμενον άργόν πετρέλαιον θα εκτιμάται συμφώνως προς τάς διατάξεις τής Συμβάσεως Παραχωρήσεως τάς σχετικές προς τόν υπολογισμόν του καταβλητέου τω Έλληνικώ Δημοσίω δικαιώματος επί του άργου πετρελαίου. Αυτόνοήτον είναι ότι εκ τών κατά τά άνωτέρω καταβλητέων ποσών θα αφαιρήται τό ποσόν του φόρου τό όποϊον θα καταβάλλη διά τά ποσά ταύτα ή BP εις τό Έλληνικόν Δημόσιον συμφώνως προς τάς διατάξεις του Άρθρου 3 του Νόμου 4049]1960.

Αί καταβολαι θα γίνωνται έντός 3 (τριών) μηνών από τής λήξεως έκάστου έτους.

Έν τή έννοία του παρόντος Συμφωνητικού ή λέξις «τόνων» σημαίνει τόν άγγλικόν τόννον τών 2240 λιβρών.

3. Η Αίτωλική αναλαμβάνει την υποχρέωσιν όπως επιτύχη την έγκρισιν του παρόντος Συμφωνητικού υπό του Έλληνικού Δημοσίου, καθ' όλην δέ την διάρκειαν αύτου λαμβάνη άπαντα τά αναγκαΐα μέτρα διά την έφαρμογήν του παρόντος και παρέχη εις την BP πάσαν συνδρομήν διά την άσκησιν τών μεταβιβαζομένων δικαιωμάτων.

4. Η Αίτωλική αναλαμβάνει την υποχρέωσιν νά ανακοινώση άμέσως εις την BP οίαδήποτε κοινοποίησιν ή άλλην δήλωσιν του Έλληνικού Δημοσίου ή όποία ήθελε κοινοποιηθ ή ανακοινωθ ή εις την Αίτωλικήν κατά τό Άρθρον 33 τής Συμβάσεως Παραχωρήσεως.

5. Η ισχύς του παρόντος Συμφωνητικού άρχεται από τής έναρξεως τής ισχύος τής Συμβάσεως Παραχωρήσεως και θα παραμείνη έν ισχύϊ καθ' όλην την διάρκειαν ταύτης.

Τό παρόν έγένετο εις διπλοϋν και έλαβεν έκαστος τών συμβαλλομένων άνά έν.

Οί Συμβαλλόμενοι

Αίτωλική Έταιρία
Πετρελαίων Α.Ε.

BP Exploration Company
(Greece) Limited

Δημήτριος Χέλμης
Derick Armstrong

John McVean Luard

Νικόλαος Μάρτης
Δημήτριος Χέλμης
Derick Armstrong
John McVean Luard

AGREEMENT

For the Exploration for and Development of Liquid and Gaseous Hydrocarbons in the Areas of Aetoloacarnania, Lefkas and Cephalonia

P R E A M B L E

The National Bank of Greece S.A. acting on its own behalf as well as under the instructions and for the account of BP Exploration Company Limited has requested that the right of exploration and exploitation of hydrocarbon deposits in the area described in its application be granted by direct agreement to a company to be formed by itself and BP Exploration Company Limited, such agreement to be ratified by law and to be under the conditions in the application, among which is the condition that the exploration and exploitation rights of the deposits shall be exercised by BP Exploration Company Limited or by a company to be formed and controlled by it.

The Greek State has agreed in principle to negotiate the conclusion of the proposed agreement.

The National Bank of Greece S.A. and BP Exploration Company Limited have formed a company whose registered office is in Athens under the name of Aetolian Oil Company S.A.—the Statutes of which have been published in the Issue No. 296/1-7-1960 of the Bulletin of Sociétés Anonymes and Liability Companies of the Government Gazette—, (hereinafter called the «Company») and BP Exploration Company Limited has formed a company whose registered office is in London under the name of BP Exploration Company (Greece) Limited—as this emerges from the Statutes attached hereto—, (hereinafter called the «Operating Company»).

Now, between the Greek State, legally represented by the Minister of Industry Mr. Nicolaos Martis, for the one part, and the above mentioned Aetolian Oil Company S.A., represented by Messrs. Demetrius Helmis and Derick Armstrong by virtue of the Minutes of a Meeting of its Board of Directors held on 4th July 1960, attached hereto, and the also above mentioned BP Exploration Company (Greece) Limited, represented by Mr. John McVean Luard by virtue of the power of attorney of the said Company dated 10th June 1960 certified by the London Notary Public F. C. Giles attached hereto with its official translation, for the other part, there has been concluded and agreed, by virtue of Article 5 of Law 3948/1959 re. Hydrocarbons etc. this Agreement, the terms and conditions of which drawn up by the Minister of Industry after concurring opinion of the Council of Mines (Meeting of 17th May 1960) are as follows :

Article 1

ORIGINAL EXPLORATION AREA—OPERATING COMPANY

1. For the purpose of carrying out the work of exploration for and exploitation of hydrocarbons, the Greek State concedes hereby to the Company the following original exploration area :

All that part of Greece estimated to be 5,715 square kilometres consisting of the islands Cephalonia and Lefkas and a part of the mainland of Greece to the East of the aforementioned islands defined as follows : a straight line from point «A» township of Nafpaktos on the gulf of Corinth latitude $38^{\circ} 23' 30''$, longitude $21^{\circ} 50' 00''$ (East of Greenwich) up to point «B» the township of Skarnopi, latitude $39^{\circ} 00' 00''$, longitude $21^{\circ} 35' 00''$ (East of Greenwich) thence a straight line to a point «C» on the East side of the gulf of

Amvrakikos, latitude $39^{\circ} 00' 00''$, longitude $21^{\circ} 09' 00''$ (East of Greenwich) thence by a line following the sea coast along the south side of the gulf of Amvrakikos to the gulf of Corinth and along the Northern side of the gulf of Corinth to point «A» Nafpaktos.

On the attached map, scale 1:250,000 constituting an integral part of the present Agreement and attached hereto as Schedule A, the above described original exploration area is coloured in red.

Paragraph 3, Article 6 of Law 3948/1959 is not applied in this instance.

2. All the rights defined in this Agreement are granted to the Company.

The Greek State hereby grants the permission for the transfer of the exercise of the exploration and exploitation rights under paragraph 1) above to the Operating Company and approves the relative agreement between the Company and the Operating Company appended hereto as Schedule C, the terms of which may not be abrogated or in any way amended without prior approval by the Minister of Industry, any such abrogation or amendment being ipso jure null and void without such approval.

Therefore all the provisions of this Agreement relating to the Company shall also be applicable to the Operating Company, which shall have the right to exercise for itself all the Company's rights, powers and privileges, in accordance with the conditions of this Agreement, shall have the advantages, tax or customs duty exemptions or exemptions of whatever nature from contributions, retentions, rights, stamp duties or impositions in general, tax or customs duty exemptions and facilitations, granted to the Company by this Agreement and shall be obliged to fulfil all the obligations of the Company undertaken by virtue of this Agreement and shall have the right to take any action or make any declaration under this Agreement either for itself or as a representative and attorney of the Company.

The Company together with the Operating Company are jointly responsible towards the Greek State for the fulfilment of the obligations under this Agreement. Any action taken by the Operating Company and deriving from this Agreement shall be considered to have been taken by the Company as well and shall be binding on the latter as well.

Article 2

RIGHT TO RENEWAL AND REDUCTION OF THE ORIGINAL EXPLORATION AREA

1. The original exploration area is granted to the Company for a period of three years from the commencement of the validity of this Agreement.

2. At least one month before the end of the third year the Company shall notify the Greek State of the area or areas which it has selected to surrender at the end of the third year. The area or areas so surrendered shall have a total extent at least equal to 50% of the extent of the original exploration area.

3. Provided the Company has fulfilled its investment and working obligations during the first three years as specified in Articles 3 and 4 of this Agreement and provided it has carried out the surrenders specified under paragraph 2) above the areas remaining with the Company shall be held by it in full right for another period of three years (first renewal period, from the fourth through the end of the sixth year from the commencement of the validity of this Agreement).

4. One month before the end of the sixth year from the commencement of the validity of this Agree-

ment (end of the first renewal period) the Company shall notify the Greek State of the area or areas which it has selected to surrender at the end of the sixth year. The area or areas so surrendered shall have a total extent at least equal to 25 o)ο of the extent of the original exploration area.

5. Provided the Company has fulfilled its investment and working obligations during the first renewal period (from the fourth through the end of the sixth year from the commencement of the validity of this Agreement) as specified in Articles 3 and 4 of this Agreement and provided it has carried out the surrenders specified under paragraph 4) above the areas remaining with the Company shall be held by it in full right for another period of two years (second renewal period, from the seventh through the end of the eighth year from the commencement of the validity of this Agreement).

6. If until the end of the eighth year from the commencement of the validity of this Agreement there have not been found by the Company hydrocarbons in quantities which in the Company's opinion would ensure to the Company an economic exploitation and the Company has therefore not applied for a concession according to Article 5, paragraph 1) any area held by the Company under this Agreement at that time shall be surrendered to the Greek State and this Agreement shall be considered as terminated.

7. If at any time during the first eight years from the commencement of the validity of this Agreement the Company discovers hydrocarbons in the original exploration area in quantities which in the Company's opinion would ensure the possibility of economic exploitation by the Company and selects a development concession as laid down in Article 5, paragraphs 1) and 2) then the Company shall have the right, after the end of the eighth year from the commencement of the validity of this Agreement, to hold for the entire duration of the said development concession all exploration areas which the Company holds immediately before the end of the said eighth year. Therefore, if a discovery of hydrocarbons is made and a concession selected in the original exploration area under the conditions foreseen at the beginning of this paragraph, then the total of the exploration area or areas which the Company is entitled to hold by virtue of this paragraph 7) shall be equal to 25 o)ο of the total extent of the original exploration area minus the areas, if any, voluntarily surrendered by the Company before the end of the eighth year from the date of the commencement of the validity of this Agreement in excess of the amount of 75o)ο of the original exploration area which the Company is obliged to surrender under the provisions of this Article and minus the area of the development concessions held by the Company at the end of the eighth year.

8. The choice of the areas to be surrendered under paragraphs 2) and 4) above shall be made according to the absolute judgement of the Company and the areas surrendered may be made up of several non-continuous blocks under the condition that each of the separate blocks surrendered is not less than fifty square kilometres.

Each time that the Company selects the area or areas to be surrendered, it shall submit at the same time an accurate description and maps, scale 1:10,000 showing the areas surrendered and the areas retained.

Article 3

INVESTMENT OBLIGATIONS OF THE COMPANY

1. During the first eight years from the commence-

ment of the validity of this Agreement the Company 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 three years | £ 645.000 |
| b) during the first renewal period (from the fourth till the end of the sixth year) | £ 1.340.000 |
| c) during the second renewal period (from the seventh till the end of the eighth year) | £ 770.000 |

i.e. a total £ 2.755.000

(two million seven hundred and fifty five thousand pounds sterling)

2. If the Company retains any exploration areas after the end of the eighth year, as stipulated in Article 2, paragraph 7), it shall be obliged to invest the following amounts in exploration operations in the exploration areas retained by it after the end of the eighth year from the commencement of the validity of this Agreement.

- | | |
|---|----------------|
| | per square km. |
| a) for the whole period of the first three years | £ 300 |
| b) for the whole period of the three following years | £ 500 |
| c) for the whole period of the three following years | £ 750 |
| d) after the end of the ninth year for each three year period (i.e. after the end of the 17th year from the commencement of the validity of this Agreement) | £ 1.000 |

3. a) Any amounts invested by the Company in the exploration and development operations under this Agreement during the initial period of three years and the first renewal period of three years mentioned under paragraph 1) of this Article in excess of its investment obligations shall be credited against the investment obligations of the following renewal period or periods. Any amounts invested by the Company in its exploration operations under this Agreement during any of the periods of three years, mentioned in paragraph 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 three year periods.

b) If by the end of any of the periods mentioned in this Article the Company has not invested in its exploration and, when applicable, in its development operations the above mentioned obligatory amounts, which shall include any credit as per a) above, the Company shall be obliged to 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 at the latest within three months from the end of the corresponding period and such payments shall be considered to constitute complete compliance by the Company with its investment obligations for the corresponding period.

c) If under the provisions of Article 20 the Company surrenders all the exploration areas and all the development concessions (if any) held by it under this Agreement to the Greek State during any of the periods specified below in this item c) the Company shall be obliged to pay in cash to the Greek State the difference between the total amount actually invested up to the date of such surrender and the sum set against the period in question in this item c).

First three years from the commencement of the validity of this Agreement	£ 645,000
Fourth year from the commencement of the validity of this Agreement	£ 1,125,000
Fifth year from the commencement of the validity of this Agreement	£ 1,575,000
Sixth year from the commencement of the validity of this Agreement	£ 1,985,000
Seventh year from the commencement of the validity of this Agreement	£ 2,380,000
Eighth year from the commencement of the validity of this Agreement	£ 2,755,000

These payments shall be effected at the latest within three months from the surrender of the Agreement and such payments shall be considered to constitute complete compliance by the Company with its investment obligations up to the date of such surrender.

4. a) The obligatory investment amounts mentioned in this Article include any expenditure effected by the Company whether inside or outside Greece, of whatever nature, which has been paid or which is owed by the Company for the performance of its operations under this Agreement, including but not limited to organisation expenditures, administrative expenses and general expenses, fees for services by contractors and third parties, purchase or lease of machinery and supplies including any spare parts therefor, and materials and supplies (except as set forth in item c) below) provided, however, that out of the organisation expenditures, administrative and general expenses there may not be credited against the investment obligations set forth in this Article any amounts exceeding 10 o/o of the investment obligations as mentioned in paragraphs 1) and 2) of this Article for the respective periods of three and two years.

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

b) For the purpose of this paragraph 4), item a) only :

There will be considered as Organization expenditures all the expenditures incurred in connection with the formation of the Company, the negotiations and the execution of this Agreement prior to its ratification by Law.

There will be considered as Administration expenses all expenses charged to the Company by any founder shareholder for technical and administration advice.

General expenses shall be taken to include :

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

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

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

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

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

6. Representation expenditures (other than those paid as emoluments) of the entire personnel.

c) If at any time the Company purchases drilling rigs for the purpose of carrying out exploration and development drillings under this Agreement, the Company shall have the right to credit against the investment

obligations mentioned in this Article not more than 20 o/o 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 Company by someone cooperating with it or by a third party, then the entire amount of the fees paid to the contractor or the entire rent will be credited against the investment obligations mentioned in this Article whenever payments to the contractor, to those cooperating with it or to a third party are made.

Article 4

WORKING OBLIGATIONS — EXPLORATION

1. The Company is obliged to start geological or geophysical works on its exploration area not later than three months after the commencement of the validity of this Agreement and all the exploration area will have to be surveyed in detail geologically and/or geophysically during the first five years after the commencement of the validity of this Agreement for the primary purpose of enabling the Company to determine the best possible locations for the drilling of exploration wells.

2. The drilling of a deep exploration well shall be started within the first eighteen months from the commencement of the validity of this Agreement.

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

4. During the second renewal period, i.e. from the seventh 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 eight thousand feet.

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

7. If during the first period of three years the Company completes the drilling of more than one exploration well and/or if during the first renewal period the Company 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 metres, provided however that for the purposes of the application of this Article the following wells shall also be deemed to be deep exploration wells :

a) Any exploration well in which there have been discovered hydrocarbons at a depth of less than 1,500 metres in quantities which in the Company's judgement ensure an economically profitable operation for the Company and provided the Company has made the notifications foreseen in Article 5, paragraph 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 metres and 1,500 metres. If, however, the crystalline or granite basement is encountered at any depth before the well has reached 750 metres, such a drilling shall not be deemed to be a deep exploration well, and in this case the Company will be obliged to drill an additional well to a depth of 1,500 metres, or until disco-

very of hydrocarbons, as foreseen under a) above, or until the crystalline or granite basement is encountered at any depth, or until the circumstances arise which are foreseen under c) below, whichever of those three events occurs earliest.

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

In the cases foreseen under b) and c) above the metreage drilled in the original well added to the metreage of the replacement well shall be not less than fifteen hundred metres. If the condition provided for in the preceding sentence is not complied with within the established time limits the Company shall be obliged to pay to the Greek State an amount of £125 (One hundred and twenty five) for each metre by which the total added metreage of the original and of the replacement well falls short of fifteen hundred metres. Upon the payment of this amount the original and the replacement well taken together shall be considered to be one deep exploration well under the terms of this Article.

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

The Company is obliged to comply with the above request of the Greek State, provided, however, that :

a) This additional drilling shall be made at the expense of the Greek State which shall pay to the Company all expenditure for such drilling, including a charge for depreciation on the basis of the rates of depreciation foreseen in Schedule B for the machinery and equipment used for such drilling and in addition 10 o/o for general expenses on the total of the expenditure and the charge. Such payments shall be made on the basis of monthly returns and not later than fifteen days after the presentation by the Company of a monthly bill for payment. In case of non-payment in time of the above amount the Company has the right definitely to 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 Company or by third parties as a result of such drilling, except in the case of gross negligence on the part of the Company.

c) Should this additional drilling cause any delays in the fulfilment by the Company of its working or investment obligations under this Agreement, such

delays will be added to the periods during which any of these obligations must be performed.

d) In case hydrocarbons are discovered in the above mentioned well during this additional drilling in quantities which in the Company's free judgement would ensure an economically profitable operation for the Company, then the Company shall have the right to apply for and receive a development concession with respect to this discovery as stipulated in Article 5 of this Agreement, it being understood however, that in this latter case the Company shall have to pay to the Greek State thirty days after the Company notifies the declaration foreseen in paragraphs 1) and 2) of Article 5 an amount reaching double of every amount that the Greek State has paid to the Company for this additional drilling (plus interest at the rate of 10 o/o per annum).

Article 5

RIGHT OF THE COMPANY TO RECEIVE DEVELOPMENT CONCESSIONS NUMBER AND DURATION OF SAME

1. If during any time when the Company holds exploration rights under this Agreement there should be found hydrocarbons in quantities which in the Company's opinion would ensure an economically profitable operation for the Company, in an exploration well drilled, the Company, after having submitted sufficient evidence of such discovery to the Greek State, has the right to select an area referred to throughout this Agreement as «Concession» or «Development Concession» including this well under the terms of paragraphs 2), 3) and 4) of this Article and in accordance with the procedure for submitting 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 Company becomes automatically Lessee of the area or areas selected by it.

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

4. The number of development concessions which the Company is entitled to select and hold in full right on the basis of this Agreement is unlimited and each new well of the Company capable of producing hydrocarbons on exploration areas belonging to the Company but located outside its development concessions, shall entitle the Company to the right to select and hold new concessions under the conditions set forth in this Article.

5. The duration of each development concession shall be thirty years from the date of the submission of the declaration for development. Provided the Company has complied with its obligations under this Agreement concerning each one of the development concessions individually, this period of thirty years shall be automatically extended for another ten years under the terms of this Agreement which may be applicable, provided however that any amendment of the Law 3948)1959 applicable to the exploitation of hydrocarbons generally shall be applied as well to the concession or concessions the validity of which is extended as above.

Article 6

DEVELOPMENT AND PRODUCTION
OBLIGATIONS OF THE COMPANY

1. As soon as in accordance with Article 5 of this Agreement the Company submits 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, at such distance among them as, in the opinion of the Company's technicians and in accordance with international technical standards, ensures ultimately the maximum possible recovery.

2. Under reservation of the preconditions of paragraph 3) of this Article, the Company shall carry on its producing operations observing all rules and customs of the industry and 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 Company be obliged by the Greek State to produce hydrocarbons at a rate which according to international oil field practice:

a) is not in conformity with the industry's technical rules, or

b) is detrimental to the object of maximum ultimate recovery, or

c) is not economically profitable, i.e. does not ensure a profit to the Company.

4. In case the Greek State considers that the drilling and producing operations of the Company do not comply with the provisions set forth in paragraphs 1), 2) and 3) above, the Greek State shall give notice in writing to the Company for initiating compliance within one month from this notification. It is self-understood that if the Company object to these directions of the Greek State, it may refer to Arbitration as laid down in Article 26 of this Agreement during which time the Company shall not be obliged to initiate compliance as above mentioned.

Article 7

AUTHORISED OPERATIONS OF THE COMPANY

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

2. The Company 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 Company 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 Company shall have the ownership of all the hydrocarbons produced by it and shall have the right freely to dispose of them either by sale of them on the Greek market or by export of 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 with the object of complying with its obligations under this Agreement the Company shall

have the right after complying with the legal formalities, to build or cause to be built and/or operate and/or rent from third parties storage tanks, field gathering lines and transport pipelines for crude oil or gas, separators, plants for the primary treatment of the hydrocarbons produced by it, 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 employees and workmen, warehouses, mechanical work shops, telephone and radio communication facilities, and any other installation for the efficient carrying out of the operations under this Agreement. Such installations may be built and/or used by the Company only to the extent that the existing installations owned by the Greek State or any Governmental agency are not sufficient for the Company's purposes or when their use is uneconomic for the Company.

6. The Company shall also have the right exclusively for the successful carrying out of its operations foreseen by this Agreement to reclaim lands or create islands within the exploration area or development concessions at any time held by it under this Agreement.

7. The Greek State shall render all lawful assistance to the Company in obtaining the permits and authorisations from any and all competent authorities, including the military authorities, necessary to achieve the objectives described in the preceding paragraphs. Should the lack of or delay in obtaining the said permits and authorisations render impossible or as a result delay the carrying out of any of the Company's obligations under this Agreement any resulting delay or non-performance whatsoever of the obligations of the Company under this Agreement shall not constitute a transgression of the terms of this Agreement and shall be treated as a case of «force majeure» under Article 25 of this Agreement.

Article 8

STREMMATIKOS PAYMENT

The Company shall pay to the Greek State stremmatikos tax of 1,000 Drachmae per annum persquare kilometre of the area of all development concessions at any time held by the Company under this Agreement. The payment of this tax starts from the moment the Company becomes the Lessee of concessions.

Article 9

ROYALTIES

1. The Company shall pay to the Greek State a royalty of 12 1/2 % on all crude oil and natural gasoline produced and all natural gas produced and sold as measured by it as per paragraph 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 Company for its own operations for fuel, or for the purpose of repressuring, or unavoidable losses in the course of the operations shall not be subject to 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 half-year the Greek State shall notify the Company 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 half-year. Once the Greek State has notified its

choice to the Company no change in the manner of collecting the royalties shall be made up to the end of the ensuing calendar half-year, unless a mutually satisfactory written agreement is arrived at between the Greek State and the Company 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 the point of sale for natural gas, and at the separation plants for natural gasoline. The Company 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 Company 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 Company, and the Company shall be obliged 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 Company 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 o/o.

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 Company own and operate any trunk pipelines for the transportation of crude oil and natural gas, the Greek State may request the Company 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 Company at cost, plus 10 o/o. The present paragraph shall not be interpreted as an obligation of the Company 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 Company for this purpose.

7. a) Prior to the time when the Company 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 by applying the price paid by the Greek State Refinery or other refineries existing in Greece for crude oil purchased by them from the Company.

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

8. The value of the royalty on natural gasoline shall be calculated on the average sales price realised by the Company 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 Company per cubic

metre 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. At the same time any necessary adjustments will be made if any estimates on which payments of royalty in kind were based, prove to have been inaccurate.

Article 10

TAXES

1. The rates of income tax to which the Company shall be subject during the validity of this Agreement shall be no less favourable to the Company than the rates set out in Law 4049/1960, 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 by the one who paid it the amount of the royalties which have been paid by him in respect of the business period either in cash or in kind pursuant to Article 9 of this Agreement in order to ascertain the net amount of income tax to be paid by the Company in respect of the business period. It is agreed that the royalties foreseen in Article 9 of this Agreement must be paid on any production of hydrocarbons irrespective of whether the Company's operations result in a profit or loss.

2. The net amount of the income tax as determined under paragraph 1) is entitled to credit under Legislative Decree 2732/1953, ratifying the Convention between the Kingdom of Greece and the United Kingdom of Great Britain and Northern Ireland for the avoidance of double taxation. Any possible taxes in any case which will be paid in the United Kingdom by the Company during the currency of the above mentioned Convention between the United Kingdom and the Kingdom of Greece or after its termination, shall not affect the tax on the Company's net profits payable to the Greek State in accordance with Law 4049/1960.

3. Excepting the mining surface tax provided for in Article 8 of this Agreement (stremmatikos), the royalties foreseen in Article 9 of this Agreement and income tax on the net profits provided for in Law No. 4049/1960, the Company, 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 and destined for the carrying out of the Company's operations under this Agreement (with the exception of fuels of any kind) as well as the hydrocarbons produced by the Company (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, dues, fees, withholdings and/or contributions, or any other special charge, whether regular or extraordinary or imposed for special purposes, in favour of the Greek State, or any Greek authority or legal entity, and in general, of any third party, also from stamp duties, except contributions clearly for services or rights to social security funds of any kind.

This Agreement, as well as any other agreement or contract based on it which might be executed for the purpose of the acquisition of exploration and exploitation rights of hydrocarbons within the area described in Article 1 of this Agreement or related to the purposes of this Agreement are exempt from dues, taxes, stamp duties, contributions, fees and withholdings in favour of the Greek State, or any Greek authority or legal entity, and in general, of any third parties.

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

Fees in force from time to time of notaries for the preparation of any agreement related to the purposes of this Agreement and of salaried or non-salaried recorders for possible recording of such agreements and of this Agreement can in no case exceed 10,000 Drachmae for each of them.

4. The shareholders of the Company are exempted, as regards their income from the Company, from any tax, regular or extraordinary or levied for special purposes, duties, withholdings, contributions, stamp duties or other charges in favour of the Greek State, or any Greek authority or legal entity, or any third parties, by reason of their capacity as shareholders of the Company.

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

6. Should the Company show a net loss from its operations during a business period after it has acquired its first development concession, this loss shall be carried forward by the Company and consolidated with the following business period or periods whether they should show profit or loss. Such result, if it continues to show a loss, shall again be carried forward by the Company and consolidated with the financial results of the next business period or periods. This carrying forward may be repeated until a net profit arises or this Agreement is terminated. The Company shall not have the right to put forward any claim against the Greek State for losses which it may sustain from its operations under this Agreement.

7. The term «net profits» of the Company as it is used in this Article shall mean in respect of each business period, the profits which result after deducting from the total gross receipts of the Company derived from its operations under this Agreement, all expenditures, charges and expenses in general with which the Company has been charged due to its operations under this Agreement irrespective of whether these arise inside or outside Greece. The expenditures, charges and expenses referred to in the preceding sentence and in paragraph 5) of this Article shall include, but not be limited to, those mentioned in Schedule B of this Agreement and their deduction shall be permitted irrespective of restrictions in force or to be imposed relative to the deductions in question. The above expenditures, charges and expenses shall not include, however, the royalties foreseen in Article 9 of this Agreement. The determination of the gross receipts and the expenditures, charges and expenses shall be in accordance with accounting practices and principles as generally accepted in the international petroleum industry.

In case the royalties are paid in kind during any business period according to Article 9 of this Agreement, their amount as determined to the above Article 9 shall be added to the gross receipts of the Company in computing «net profits» in accordance with this

Article. At the end of this Agreement there is appended Schedule B showing the items of cost, expenses, charges and other expenditures of the Company under this paragraph.

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

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

c) The Company shall pay each time 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 this Agreement for the monthly or half yearly payments of amounts foreseen by the above provisions being reserved and the Company being only obliged to pay the income tax on the profits of the preceding business period each time.

e) The provisions of legislation from time to time in force regarding additional taxes for inexact declarations have no application in this instance as long as the differences arising as regards the tax due do not result from alterations of the business period's results due to the fault of the Company, but are due to a mistake or to a different interpretation by the Company 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 them as well as for appeals against the relative decisions and the assessment of tax are applicable in this instance also.

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

Article 11

IMPORT AND EXPORT OF MACHINERY EQUIPMENT AND MATERIALS

1. The Company 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 judgement of the Company are

necessary and best suited for the carrying out of its operations. The present Agreement is in lieu of any special authorisation or necessary licence 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 paragraph 1) above, except fuels and lubricants, but including the vehicles, whether self-moving or not, upon which machinery, instruments, cranes or any other kind of accessories necessary for the operations of the Company are fixed, as well as tractors, and finally, jeeps or equivalent vehicles of whatever kind in number not exceeding six at the beginning of operations and thereafter one for each calendar year, shall be exempt from import duties and all other taxes, charges, fees, contributions and stamp duties.

3. The Company shall be free to export at any time all the machinery, equipment and materials, including spare parts, and any kind of vehicles, imported by the Company into Greece in accordance with paragraphs 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 necessary licence in each instance nor to payment to any export duties or any other charges, taxes, fees or stamp duties.

4. Should the Company sell or otherwise dispose of the objects imported by it under the terms of this Article, without reexporting them from Greece, it shall be obliged to pay import duties and other taxes, charges, fees and stamp duties in accordance with the legislation from time to time in force, which may be applicable in this case. However, this responsibility does not apply to the Company if the sale has been made to the Greek State or to another company or contractor which will be enjoying the same privileges as the Company under the provisions of this Article.

Article 12

DOMESTIC CONSUMPTION AND EXPORTS

1. The Greek State and the Company agree on the following as regards domestic consumption and exportation of hydrocarbons.

2. The Company shall have the right at any time to export freely in any manner and under any conditions determined by it, without any special licence or approval in each instance and without paying any export duties or other taxes, fees, charges or stamp duties, 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 at any time existing and operating in Greece, whichever of these quantities is the smaller, and to retain the proceeds of such sales 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 Company shall have the right to export freely quantities in excess of those processed in the refineries.

In exercising this right the Company shall endeavour to export quantities of crude oil in excess of those mentioned in a) and/or b) above, whichever is the smaller, provided that suitable markets for such quantities are available to the Company. In case the Company

notifies the Greek State in writing that such markets are not available to it, the Greek State shall:

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

b) oblige the Company to produce such excess quantities, however, within the limitations set forth in Article 6, paragraph 3) in which case the Greek State shall have the counter-obligation to purchase or arrange to be purchased such excess quantities at posted prices, the Greek State remaining always primarily liable to the Company for the payment for the quantities of crude oil so purchased and all the other remaining applicable provisions of this Agreement being applicable.

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

4. The Company is obliged to supply the Greek State Refinery and any other refinery existing in Greece, with indigenous crude oil in quantities 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 Company (hereinafter referred to as the «pre-discovery refineries»), crude oil imported in substitution of the indigenous crude oil, pursuant to the provisions of paragraphs 7), 8) and 9) of this Article.

5. In order that the Company may comply with its obligations set forth in paragraph 4) above the Greek State is obliged to take such action as may be necessary to ensure that the crude oil produced by the Company in Greece is given priority of purchase by the Greek State Refinery and all other refineries existing in Greece over crude oil imported from abroad until the needs of the domestic market have been satisfied; except however and provided that the Greek State notifies the Company with the necessary supporting data that the indigenous crude oil produced by the Company contains special technical characteristics or differs substantially as regards its gravity and quality from the crude oil required by the Greek State Refinery or pre-discovery refineries, so that the operating expenditures of the said Refinery or pre-discovery refineries, in order to produce the categories 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 the said crude oil, then the obligation of the Greek State to ensure that indigenous crude oil shall be given priority of purchase by the Greek State Refinery and pre-discovery refineries and the obligation of the Company to supply the said refineries with indigenous crude oil will be contingent upon a prior mutually satisfactory agreement.

6. Should there be any other producers of crude oil in Greece at any time during the validity of this Agreement, then the Company's obligation to supply and the Greek State's obligation regarding the priority of purchase of crude oil produced by the Company in Greece, shall be reduced to the percentage which the production of the Company bears to the total production of crude oil in Greece by all producers. For the purposes of this paragraph 6) the quantities of crude oil in fact supplied by the Company to all the refineries in Greece, under the provisions of this paragraph 6) shall

be considered to be equal to the quantities mentioned under item a) or b) of paragraph 2) of this Article whichever is the smaller.

7. If the Greek State and the Company are unable to arrive at a mutually satisfactory agreement, as contemplated in paragraph 5) of this Article within six months from the notification by the Greek State to the Company, mentioned under paragraph 5) above, the Company shall be obliged 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 Company outside of Greece, of a quality and gravity nearest to the crude oil suitable to the Greek State and the Greek State shall be obliged to purchase the substituted crude oil or to take the necessary steps for the purchase of such crude oil by the Greek State Refinery and the pre-discovery refineries.

It is, moreover, agreed that from the time of the above notification and up to the time when a satisfactory agreement has been reached or until the expiration of the above mentioned time limit of six months, whichever of these events occurs first, the Greek State agrees that:

a) It will cause the Greek State Refinery and the pre-discovery refineries to purchase the maximum quantity of indigenous crude oil produced by the Company which could be utilised in the said refineries by adjustment of the quality and gravity of imported crude oil and by adjustment of refining conditions within the design possibilities of the refining units of the said refineries, and

b) The Company shall not be obliged to produce crude oil exceeding the quantities mentioned under a) above in order to be considered as having complied with the obligations set forth in paragraph 4) above.

8. During the validity of the now existing Socony supply agreement ratified by legislative decree 3834/1958 there are not applicable the provisions of this Article relating to priority and providing for the supply of domestic crude oil produced by the Company for the needs of the domestic market unless the Greek State notifies the Company in writing to cover the needs of the domestic market totally or at the percentage fixed by the State and within the production capacity of the Company in which case the Company is obliged to comply with such notification under the terms of this Agreement within six months from the date such notification is communicated to the Company.

9. Any quantity of 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 paragraph 4) of this Article.

10. If the indigenous crude oil is 20o API or higher and the Company substitutes, as mentioned in paragraphs 7), 8) and 9) above, the Company shall import crude oil in quantities equal to the quantities exported. If the indigenous crude oil is below 20o API and the Company substitutes as mentioned in paragraphs 7), 8) and 9) above, the quantity of crude oil which the Company shall import will be restricted to a quantity having a value CIF port of import equal to 150 o/o 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 35o API. The exports of crude oil by the Company shall be effected at the price posted by the Company in Greece according to the provisions of paragraph 11), item b) of the present Article, plus transportation expenses from

field storage tanks to Greek port of loading and the imports at world market prices.

If the indigenous crude oil is 10o API or lower, the Greek State shall not be obliged to ensure priority of purchase by the Greek State Refinery and by other refineries then existing in Greece and the Company shall not be obliged to produce such crude oil; however, the Greek State agrees that it will cause the Greek State Refinery and the other refineries in Greece to purchase such crude oil to the extent that each of these can utilise it for refinery fuel, asphalt production, etc., provided that in this case the operation of these refineries will not be unfavourably affected. In addition, the Greek State agrees to extend its fullest cooperation in promoting the use of such crude oil as a substitute for fuel oil in industries in Greece.

11. a) Before the Company becomes an exporter of crude oil the price at which the Greek State Refinery and any other refinery in Greece shall be obliged to purchase crude oil produced by the Company in Greece, shall be fixed at the field storage tanks of the Company and the said price shall be the arithmetic average, during the month in question of the posted price or prices, as defined in Platt's Oilgram or other similar publications, of the crude oil at Sidon and Tripoli, Lebanon, Banias, Syria and the United Kingdom of Libya (in the event that prices are posted by enterprises exporting crude oil from Libya), after making the usual corrections for gravity and quality differences.

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

12. The payments by the Greek State to the Company for amounts due for hydrocarbons supplied shall be made within ten days from the date of presentation by the Company of the relative bill. In case of failure of the Greek State to make such payments within ten days after receipt of the bill the Company without prejudice to any rights it may have by law including damages, may stop deliveries of hydrocarbons to the Greek State Refinery and may dispose of the hydrocarbons, if produced, on such terms as it thinks fit including the price, inside or outside of Greece, or stop production.

13. If the Company owns and operates trunk pipelines for the transportation of crude oil and/or for the transportation of gases, the Greek State may request the Company to transport the crude oil or natural gas bought by it from the Company by means of these trunk pipelines or gas lines either to their terminal or to any point located on them. This transportation shall be carried out by the Company at cost plus 10 o/o. This paragraph 13) shall not be interpreted as an obligation of the Company to build any crude oil or gas pipelines or any transportation facilities in addition to those which it shall at any moment own or operate, nor to erect any additional installations with respect to such pipelines or such transportation facilities, unless a mutually satisfactory agreement is arrived at between the Greek State and the Company on this subject 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 trans-

portation expenses, if determined in foreign currency, shall be converted to Drachma equivalent at the monthly average of the daily rates of exchange, as defined in paragraph 6) of Article 13 at which the Company has the right to purchase foreign currency with Drachma during the respective calendar month.

Article 13

FOREIGN EXCHANGE

1. Operations under this Agreement may be financed in foreign currency in the following manner :

a) by converting to Greek currency, through banks or persons officially authorised to carry out transactions in Greek currency and foreign exchange, pounds sterling or other foreign exchange freely convertible in such amounts as will be sufficient to cover the Company'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 own exchange 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 Company for its operations under this Agreement.

2. Once production commences, the Company shall be entitled to meet its cash obligations for its operations in Greece, including payments to the Greek State in the form of stremmatikos tax, royalties and taxes, out of the Drachmae revenues obtained by the Company from the sales on the domestic market under the terms of Article 12. When the Company's Drachmae revenues exceed its cash operating requirements in Drachmae, the Company shall have the right to remit abroad such Drachmae surplus funds derived from the local sale of hydrocarbons without any prior permission or approval whatsoever. Such remittances shall be made by the conversion of Greek Drachmae into pounds sterling and/or, after agreement with the Bank of Greece, into some other currency convertible into pounds sterling.

The assets of the Operating Company and its deposits in moneys or securities with the banks are not blocked and it is entitled to dispose of them without any prior permission or approval whatsoever. The Company has the right to administer its assets abroad and to dispose of them freely without any prior permission or approval whatsoever.

3. It is also agreed that the retention of foreign exchange abroad under the provisions of this Article shall enable the Company to cover fully all its exchange expenses under this Agreement including also the purchase and/or hiring of machinery, equipment, materials and services, of any nature whatsoever, as will be required by the Company for its operations under this Agreement.

4. The Bank of Greece, through banks or persons authorised to deal in Drachmae and foreign exchange, shall make available to the Company the amount of foreign exchange required by the Company to remit Drachmae surplus funds. Such foreign exchange will be made available to the Company promptly and without delay whenever the funds are applied for, upon the attestation by the Company that the proposed conversion represents a remittance of funds surplus to the cash requirements of that day in Drachmae. The Company to that effect undertakes to furnish the Bank or its authorised agents with such weekly and monthly reports as may be required by the Bank of Greece or its agents to verify that the remittances of funds effected by the

Company in the period under review represent remittances of Drachmae surplus funds under the terms of this Agreement.

5. In case the Company liquidates in Greece any of its movable or immovable assets, either imported or acquired in Greece, the Bank of Greece, through banks or agents officially authorised to deal in Drachmae or foreign exchange, will make available promptly and without delay to the Company an amount in pounds sterling corresponding to the amount in Drachmae obtained by means of such liquidation.

6. a) For the purpose of carrying out its operations under this Agreement, the Company shall have the right to buy and sell exchange through any bank or agent legally authorised to deal in Drachmae and foreign exchange and at a rate of exchange not less favourable than the effective rate in general for other firms on the day of the transaction. Such rate of exchange shall include all exchange premiums, surcharges, discount agios, exchange taxes and brokerage fees of any kind whatsoever, as the Greek State might authorise or impose and which effectively are a part of the cost to Commercial firms of buying or of selling exchange.

b) It is further agreed that should the Greek State adopt a system of multiple rates of exchange or of multiple export premiums and import surcharges, then the rate of exchange at which the Company shall be permitted to buy and sell foreign currency shall also not be less favourable than the weighted average of the effective rates of exchange lawfully realized by other enterprises on the exports of minerals from Greece. Such weighted average shall be calculated without 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 calculations for the export value of each class of minerals.

7. For the purpose of keeping such books and accounts as the Company may keep in Greek currency, the Company shall, for its books of accounts only, convert all of its expenses, charges and obligations, as well as its foreign currency revenues from sales abroad and other sources, to their Drachmae equivalent at the rate of exchange, as defined in the preceding paragraph 6) of this Article, at which the Company is entitled to purchase Drachmae with foreign exchange on the day on which each transaction is lawfully recorded on the Company's books.

8. If and when the Bank of Greece should abandon its policy of fixing the buying and selling rates for pounds sterling the rates of exchange for pounds sterling as specified under paragraph 14) of Article 12 and under the preceding paragraph 7) of this Article shall be certified by a recognised Greek or foreign bank approved by the Greek State and the Company. The applicable rate to be certified by that Bank shall be the buying and selling rates of exchange for pounds sterling, as defined in paragraph 6) of this Article, which are lawfully available in either Athens or London 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 granted 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 Company.

9. The Company is freely entitled without previous licence or approval to conclude any contract whatsoever in foreign currency or exchange for performance in whatsoever place provided that these contracts are concluded with persons or undertakings established abroad.

Article 14

OTHER OBLIGATIONS OF THE COMPANY

1. The Company is obliged to keep accurate records of all its exploration, drilling, producing, transportation and sales operations.

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

Explanatory material, such as drilling cores, fossils, samples of the formations, samples of crude oil and water etc., shall be kept by the Company in its own premises, it being agreed that competent authorised representatives of the Greek State shall have the right to inspect this explanatory material. Should the Greek State desire to obtain such explanatory material for its own use, the Company shall comply with such request as long as such compliance does not create further unusual expenditures for the Company, does not delay or hinder its operations in any manner whatsoever and does not result in the disclosure of data and information which the Company desires to keep confidential.

3. With the object of assisting a regional and nationwide correlation by the scientific services of the Greek State of data and information obtained by the various holders of exploration areas and concessions throughout Greece the Company is obliged to submit to the Greek State full scientific data arising during its operations, provided, however, that any conclusions arrived at by the Company or its employees through the study of the factual data shall be communicated to the Greek State at the exclusive and sole judgement of the Company.

4. The Company shall notify the Ministry of Industry of any location chosen by it for drilling, of the commencement and completion of the drilling operations and/or their interruption as well as the discovery of any hydrocarbons. This obligation is in addition to the obligation of supplying quarterly and annual statements mentioned under paragraph 2) above.

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

6. Authorised 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 and technical operations of the Company in order to be kept informed on the progress of the same. These visits shall take place in such a manner that the current operations of the Company are not hindered.

7. With the exception of generalised figures on the total metreage drilled, the number of wells and the total production per area, the Greek State undertakes that it will treat as confidential all information, data, report and material sent by the Company to the Greek State unless the Company advises the Greek State specifically and in writing with respect to any specific information that it relieves the Greek State from its obligation.

8. As an exception to the above rule the Greek State shall have the right to communicate to third parties for purposes of their scientific publication or other purposes, the scientific or technical data and information supplied to it by the Company, three years after the

termination of the Company's rights with respect to any specific exploration area or concession to which this data applies or immediately upon termination of this Agreement. The Company shall not unreasonably refuse to give its consent to the Greek State for the publication or communication to third parties with the object of publishing or otherwise earlier than stipulated in the preceding sentence specific parts of the information supplied to it by the Company if in the Company'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 Company 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, any expropriation of property belonging to third parties, including also land having underground or surface water or springs, which might be necessary to carry out exploration and exploitation, will be effected in favour of the State at the expense and care of the Company.

The provisions of the Mining Code relating to the protection of property as well as expropriation for the needs of the exploitation of mines, as well as the remaining provisions of laws relating to mines and of other general and special laws which might be applicable, are applied in the present case, as long as they do not conflict with the provisions of this Agreement and those of Law 3948)1959 re: hydrocarbons.

3. The Greek State, the municipalities and communities as well as the owners or possessors of rural or urban immovable properties are obliged to permit the passage of underground pipelines for the transportation of hydrocarbons, and/or in case such underground installation is not possible or opportune, to permit the installation of such pipelines on the surface. Furthermore, the above mentioned are obliged to tolerate any necessary work for the construction, use, maintenance, or repair of those pipelines. In case, through the exercise of the above rights by the Company, the property or rights of municipalities, communities, private persons, physical persons or legal entities, with the exception of the property and rights of the Greek State, are impaired an indemnity will be paid by the Company 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 is possible to create, in accordance with existing provisions, servitudes in favour of the Greek State for the use of the Company, the relative indemnity having to be paid by the Company.

The Company has furthermore the right to use, subject to the relevant provisions of Law 1540)1938, Article 12, of Law 2344)1940 regarding coasts and shores, and of any other applicable law, locations and zones of harbours, piers and havens necessary for the unhindered loading and unloading of materials and hydrocarbons and their storing as well as for the creation of the installations necessary for such purposes on jetties, piers, and havens as well as in the sea.

4. Any delays in the operations of the Company and in the fulfilment of its obligations under this Agreement which are 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 Company, will be considered as «force majeure» entailing also all the consequences of «force majeure».

Article 16

USE OF CONTRACTORS

1. For the carrying out of the Company's operations under this Agreement, including the geophysical surveys and deep exploration drillings, the Company shall have the right to use contractors and sub-contractors.

2. The full text of all the contracts concluded with contractors and sub-contractors as per the preceding paragraph shall be communicated by the Company to the Greek State who shall be obliged to keep the texts of such contracts confidential.

3. The provisions of Articles 14 and 17 of this Agreement shall apply to the Company and to the above mentioned contractors and sub-contractors and their foreign personnel. The provisions of Article 13 of this Agreement will apply only to the Company and to foreign contractors and sub-contractors.

4. The fees paid to the contractors and sub-contractors by the Company during any business period shall qualify as investment of the Company as laid down in Article 3 of this Agreement.

5. The work carried out by the contractors and sub-contractors of the Company will be considered as work carried out by the Company in the meaning of Articles 4 and 6 of this Agreement. In this case also, the Company none the less is subject to all responsibilities arising under this Agreement.

Article 17

EMPLOYMENT OF GREEK AND FOREIGN PERSONNEL

1. The Company shall have the right to employ for its operations in Greece managerial, technical and specialised administrative personnel whether Greek or foreign nationals, as it may judge necessary for the performance of its operations.

2. Upon application by the Company the State is obliged to approve the issue of permits for entry into Greece and permits for staying, working and travelling in Greece for the Company's foreign personnel mentioned under paragraph 1) above so long as there are no reasons to the contrary affecting public security. The refusal of the above permits will be notified to the Company in reasonable time.

3. The foreign personnel of the Company shall be subject to the payment of Greek Income Tax, after they have resided continuously for six months in Greece only on the part of the salary which is paid by the Company for services rendered in Greece. The taxable salary, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that which will be shown as an expense in the Company's books. In addition, this personnel shall be entitled to the privileges of Legislative Decree 2732/1953 which has ratified the Convention between the United Kingdom and the Kingdom of Greece for the avoidance of double taxation. Residence as above of a foreign member of the personnel in Greece shall begin on the date of the granting of the regular residence and work permits. Absences from Greece of more than fifteen consecutive days at a time shall be added to the six month period in assessing the date from which a foreign member of the personnel shall be subject to payment of Greek Income Tax. The foreign personnel of the Company shall pay all other

Greek taxes in accordance with legislation from time to time in force.

4. The Company is obliged to employ Greek subjects in any job or position not requiring special technical or administrative knowledge or experience. With respect to jobs requiring specialised knowledge it shall be the principle of the Company to employ the largest possible number of Greeks which it is possible to find in Greece as long as in the Company's judgement these persons are suitable for the carrying out of the operations under this Agreement.

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

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

a) all expenditures of the trainees will be paid by the Greek State.

b) the training programme shall refer specifically to practical works, the details of which shall be established on each occasion by the Company on the basis of general instructions by the Greek State with the object of giving the trainee the possibility to gain practical experience in the various phases of exploration for and development of hydrocarbons.

c) the training period shall normally be six months unless a mutually satisfactory agreement to the contrary is reached between the Greek State and the Company. It shall in no case be more than twelve months.

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

Article 18

BOOKS OF ACCOUNT

The books of account of the enterprise in Greece shall be kept by the Company in the Greek language and if the Company so desires also in the English language, and in accordance with the generally accepted principles and rules of accountancy.

The Company is also permitted to express funds to be imported from abroad and its expenditures in sterling and to keep its books of account and compile the balance sheets in this same currency. The Company's tax returns submitted to the Greek authorities shall, however, be drawn up in Drachmae, using for the conversion into foreign exchange the rule for the conversion of foreign currency set forth in paragraphs 6) and 7) of Article 13.

Article 19

MANAGERIAL AND ADMINISTRATIVE FREEDOM

The Company shall have full, unrestricted and complete freedom in the management and administration

of its operations and activity during the duration of this Agreement. The Company shall have full freedom to determine and to conduct in its own absolute free judgement its investment policy, as well as its financial and operating programme, except as may be 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 statements of the Company's operations in Greece with the exclusive object of ascertaining the expenses stated therein.

Article 20

SURRENDER

1. At any time during the validity of this Agreement the Company shall have the right by giving to the Greek State three months' notice in writing of its intention in that behalf to surrender voluntarily to the Greek State all or any part of any exploration area or areas at that time held by the Company with the restriction, however, that if only a part of an exploration area is surrendered this part shall not be less than fifty square kilometres.

2. At any time during the validity of this Agreement the Company maintains the right by giving to the Greek State three months' notice in writing of its intention in that behalf to surrender voluntarily to the Greek State any development concession or concessions held by it at that time.

3. As from the date on which any voluntary surrender shall be effected under paragraphs 1) and 2) above all the rights and obligations of the Company relating to the surrendered exploration area or part thereof or to the surrendered development concession shall terminate, provided that the Company shall have fulfilled all its 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 that the Company 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 the said Article 3 during which the surrender occurs except in the case of a surrender during the first eight years from the commencement of the validity of this Agreement of all the exploration areas and all the development concessions held by the Company in which case the provisions of Article 3, paragraph 3), item c) will apply.

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 Company'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 Company, at any time during the validity of this Agreement, impose fines on the Company which may range from £350-£1800 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 £3500 and provided further that in the cases specified here below a) to f) the fine may reach up to £100,000; these cases are limited to the following :

- a) Non-compliance with the provisions of Article 3 ;
- b) Non-compliance with the provisions of Article 4 ;
- c) Non-compliance with an arbitration award rendered on the basis of paragraph 4), Article 6 ;
- d) Failure to pay royalties according to Article 9 ;
- e) Failure to satisfy the needs of the domestic market as prescribed under Article 12 ;
- f) Non-compliance with the conditions of Article 23 regarding transfers.

2. The imposition of a fine, as per paragraph 1) shall be notified immediately in writing to the Company and the fine shall be paid by the Company within thirty days from such notification provided, however, that the Company has not initiated procedures for remedying its transgression or non-compliance within the said period of thirty days and does not continue the 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 item c) of paragraph 1) of this Article. Any such recourse to arbitration shall suspend the effectiveness of the fine for the duration of the arbitration proceedings. Both the imposition and the amount of the fine shall be subject to the judgement of the Arbitration Court. If the award of the Arbitration Court is not in favour of the Company, the Company shall have thirty days after notification of the final award within which to comply therewith, and such compliance by the Company within this period shall render the imposition of this fine null and void.

Forfeiture

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

- a) Non-compliance with the provisions of Article 3 ;
- b) Non-compliance with final awards to be rendered by the Arbitration Court foreseen in Article 26, paragraph 2) ;
- c) Non-compliance with the conditions of Article 23 regarding transfers ;
- d) Failure to re-instate the guarantee in the original amount of £ 100,000 (one hundred thousand pounds sterling) within three months from the date that this guarantee becomes less than £ 100,000 (one hundred thousand pounds sterling) for any reason whatsoever due to the fault or negligence of the Company at any time during the duration of the validity of this Agreement.

4. The forfeiture as foreseen in paragraph 3) above, may refer to either all the rights of the Company deriving from this Agreement, or to specific exploration areas or concessions at that time held by the Company depending on whether the non-compliance or the transgression of the Company refers to the entire Agreement or to specific exploration areas or concessions. In case of total forfeiture this Agreement shall terminate as of the effective date of such forfeiture.

5. The decision of the Greek State declaring that the Company shall forfeit any or all of its rights under this Agreement shall be notified immediately to the Company and the forfeiture shall become effective ninety days after such notification, under the condition, however, that the Company has not initiated procedures and does not carry on such procedures without delays and without interruption with a view to remedying the non-compliance or the default within

the said period of ninety days, or did not have recourse to arbitration under Article 26 within the said period, except in case of non-compliance as per item b) of paragraph 3) of this Article. Any such recourse to arbitration shall suspend the effectiveness of the forfeiture for the duration of the arbitration proceedings. If the award of the Arbitration Court is not in favour of the Company, the Company shall have the right within thirty days from the notification to the Company of such final award to comply therewith and such compliance by the Company within this period shall render the declaration of forfeiture null and void.

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

7. The warnings under paragraphs 2) and 5) of this Article must be effected within one year from the date on which the transgression or non-compliance by the Company with its obligations 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 Company under this Agreement and all extensions of such periods of validity have expired.

9. In case of termination of this Agreement either by expiration (paragraph 8) above) or by forfeiture (paragraphs 3), 4) and 5) above) or by surrender (Article 20) the Greek State shall not be entitled to any indemnity or any other payment by reason of such termination (under the precondition, however, that except in the case of total forfeiture, all obligations of the Company accrued up to the date of expiration shall have to be complied with by the Company including the applicable obligations mentioned under paragraph 3) of Article 20).

Article 22

DISPOSAL OF THE COMPANY'S PROPERTY

1. After the termination of the rights of the Company 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 Company on the exploration areas or part thereof, or on the development concessions, with respect to which the Company's rights have terminated, whether productive of hydrocarbons or not, with the well-heads and the casings existing in these wells, shall be turned over to the Greek State free of charge.

All the non-productive wells must be properly plugged by and at the expense of the Company 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, under the condition, however, that the Company has the right to remove all producing, gathering, storage and preliminary treatment installations and material to the extent that this can be done without damaging or endangering the wells.

2. Except as provided under paragraph 1) of this Article, the Company shall have the right to dispose freely and in any manner whatsoever of all its movable and immovable property and of any rights of any nature during the whole duration of this Agreement

and upon termination or expiration of the same for any reason whatsoever, irrespective of whether this movable or immovable property or other rights are located within or outside the exploration areas and/or development concessions of the Company.

3. However, should the Company desire to sell its movable or immovable property and any other rights of any nature of those located within an exploration area or development concession, with respect to which the Company's rights have terminated, the Greek State shall have the preferential right to acquire all or any part of such movable or immovable property and of such rights at the price at which the Company can dispose of them.

4. During the last five years of the validity of each of the development concessions held by the Company under this Agreement no sales of immovable property belonging to the Company 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 Company disposes of its movable or immovable property by sale, then, if the proceeds of such sale exceed the value of the property sold, as the same is shown on the books of the Company 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 Company 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 expenses and charges and expenditure mentioned in Article 10, paragraph 5) of this Agreement, so long as this sale of property is made prior to the business period during which the Company 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 will either be deducted from the gross receipts of the Company for the business period during which the sale took place, as specifically stated in paragraph 1), item h) of Schedule B attached hereto, or added to the expenditure, charges and expenses mentioned under paragraph 5) of Article 10 of this Agreement.

6. Should the Company still have any assets (whether movable or immovable) in Greece or elsewhere, two years after the termination of this Agreement, such assets shall be liquidated by the Company and the proceeds of such liquidation shall be distributed equally between the Greek State and the Company, it being understood that the Company's share shall not be subject to the payment of any taxes, whether direct or indirect of any nature or of any kind, dues, stamp duties, duties, retentions or contributions or any special taxation, ordinary or extraordinary, for a specific purpose in favour 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 Company through the free disposal of its movable and immovable property in Greece and of any rights of any nature in pursuance of paragraph 2) of this Article, shall be converted into sterling at the rate and under the conditions laid down in Article 13.

Article 23 TRANSFERS

1. The Company is entitled to assign in whole or in part this Agreement and to transfer under conditions freely agreed by it all of its rights under this Agreement:

a) to another company controlled by the assignor or

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

2. The Minister of Industry may, however, forbid the transfers foreseen under paragraph 1), item a) of this Article for reasons of national security.

3. In case of transfer as per paragraph 1), item a) above, the Company shall remain 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 Company that no general or special law, or any administrative measure shall terminate or in any manner amend this Agreement, without special agreement of the Company to that effect.

2. The Company and its operations and property in Greece are subject to all Greek Laws and Regulations from time to time in force to the extent however only that they are not in conflict with the terms and conditions 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 provisions of the above mentioned Laws and Regulations which are in conflict with the terms and conditions of this Agreement shall have no effect as far as the Company and its operations and property in Greece are concerned.

Article 25 FORCE MAJEURE

1. Failure by the Company to carry out any of its obligations under this Agreement shall not give the right to raise 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 enemy, blockades, acts of God, epidemics, earthquakes, fires, explosions, floods, accidental occurrences, revolutions, war, civil commotions, insurrections, riots, strikes, any act or acts of the Government or of any Greek authority or of any foreign Government and every other unforeseen circumstance or act beyond the control of the Company. If by reason of such force majeure the compliance of the Company with its obligations or the exercise of its rights under this Agreement is delayed, the period of such delay shall be added to the period fixed in this Agreement for such compliance or such exercise of rights.

2. Should this status of force majeure due to one or more causes continue for more than one continuous year the Company shall have right to surrender in favour of 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 Company shall be relieved from all its obligations of whatever nature under this Agreement, and the Greek State as well as the Company shall not maintain 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 paragraph 2) of this Article, any dispute or disagreement between the Greek State and either of the other two parties to this Agreement concerning this Agreement shall be settled exclusively 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 disputes or disagreements as regards the interpretation and implementation of the terms of this Agreement which may 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 specify by written notice addressed and sent to the other party to the dispute precisely the questions forming the object of the dispute or disagreement, and nominating his arbitrator and shall invite him to proceed with the nomination of the second arbitrator. The party on whom such notice is served is obliged within a time limit of 20 days from the service of such application of arbitration to nominate his arbitrator by a written notice. Should this time limit elapse without any action being taken, the second arbitrator is nominated by the President of the International Court of Justice at the Hague on the request of the party desiring arbitration. The arbitrators appointed are obliged within twenty days from the notification of the appointment of the second arbitrator, to select by common agreement the third arbitrator who will be the President of the Arbitration Court. Should the arbitrators not agree on the person of the third arbitrator or should the time limit for his nomination have elapsed without any action having been taken 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 must 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 Company. The arbitrators are not bound to follow any formal procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections on the spot, order expert opinions to be given 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 manifestation of the impediment or the refusal, which manifestation will be certified by deed signed by the remaining arbitrators, until the replacement of the arbitrator who refuses to continue the arbitration or is prevented from it.

The decision of the arbitrators is taken by unanimity or by majority and the 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 party defeated in the procedure.

Article 27

USE OF PROPERTY OWNED BY THE GREEK STATE

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

a) as a result of expropriation foreseen in Article 15, or

b) on the basis of the other provisions of Article 15, or

c) on the basis of any kind of contractual arrangements between the Greek State and the Company concluded during the course of the Company's operations

the Company shall be obliged to take care of this property as if it were the owner and to 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

1. The Greek State declares hereby that no legal rights or claims exist referring to the exploration and development of hydrocarbons within the original exploration area as defined in Article 1. Should any such claim be brought forward, the Greek State undertakes the obligation to safeguard the rights granted to the Company under this Agreement and to defend the interests of the Company against any such claims. If, however, a third party would successfully assert a right against the Company or if such right would be recognized definitely and finally by decision of a Greek Court or otherwise, the Company 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 Company any amount spent by the Company under this Agreement up to the date of said termination.

2. It is self-understood that the Greek State, during the validity of this Agreement, will not itself, nor will it grant any rights to any third party to, carry out any operations for the exploration or development of any hydrocarbons on any exploration area or development concession held by the Company from time to time under the provisions of this Agreement.

Article 29

MARKETING AND REFINING

Marketing

1. Under the provisions of this Agreement the funds for carrying out the exploration and exploitation work shall be provided by the Operating Company which shall have the ownership of any hydrocarbons produced. The Greek State recognizes that such company should be assured of sufficient market outlets in Greece (either itself or through another company controlled by The British Petroleum Company Limited, or controlled by another company controlled by The British Petroleum Company Limited) for products derived from any indigenous crude oil produced under this Agreement.

In view of the fact that a company controlled by The British Petroleum Company Limited (namely BP of Greece Limited) has only recently established itself in the Greek market as a marketer of petroleum products

and that in the areas where the number of licences for the installation and operation of motor spirit and diesel oil pumps (hereinafter referred to as «licences») is restricted it is still encountering difficulties, impossible to overcome, in its attempts to enter into additional contractual arrangements under normal commercial conditions with licensees and in order to make it possible for BP of Greece Limited to dispose of products derived from crude oil produced under this Agreement, it is hereby agreed that the Greek State undertakes the obligation to grant during a period of five years from the completion by the Company of the first deep exploration well, as defined in Article 4, paragraph 5), of this Agreement to persons suitable in its judgement for this purpose and acceptable to BP of Greece Limited a number of «licences» containing the condition that they shall be usable for the exclusive distribution of products which shall be supplied by BP of Greece Limited. The number of licences that will be thus granted annually at the beginning of each year which follows the completion of the first deep exploration well will be equal to one half per cent of the number of «licences» in force in each of these areas, so that at the end of the above mentioned five years period the number of licences thus granted shall not exceed in total two and one half per cent of the «licences» in force in each of these areas. Should there be a fraction greater than one half of the integral unit required for the granting of one «licence», such fraction shall be considered to be equal to one integral unit. It is also agreed that the provisions of this paragraph shall be subject to the sine-qua-non condition that for the insurance each time of the «licences» as provided for in this paragraph the Company must indispensably have completed one deep exploration well annually as defined in Article 4, paragraph 5) it being further agreed that any deep exploration wells drilled during each year in excess of one, shall be credited for the purposes of this paragraph to the following year or years.

Refining

2. a) If at any time during the duration of this Agreement the production of indigenous crude oil by the Company 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 derived from this crude oil.

b) If at any time during the duration of the validity of this Agreement the needs of the domestic market are not covered by the production of the then existing refineries and the Company's production of indigenous crude oil exceeds the capacity of the then existing refineries, the Greek State is obliged either:

(i) To grant to the Company a licence 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 Company's crude oil production, whichever of these quantities is the smaller, exceed the capacity of the then existing refineries, or

(ii) To authorise the Company to utilise its own refinery, constructed under the provisions of a) above, for the purposes mentioned under (i) above.

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

c) In the cases foreseen under a) and b) above the Greek State undertakes the obligation to permit the

construction and operation of the refineries mentioned in this Article under terms and conditions to be agreed at the time, but, however, not less favourable to the Company than those granted to other refineries in Greece, with the exception of the Greek State Refinery.

d) Throughout this Agreement the term «Greek State Refinery» shall be interpreted as meaning the refinery existing at present and owned by the Greek State, even if assigned in the future to a third party.

3. All the rights of the Company under this Article can be exercised either by the Company itself or by a related or affiliated company or companies.

Article 30

GUARANTEE

1. The Company is obliged to deliver to the Greek State (Directorate of State 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 £ 100,000 (one hundred thousand pounds sterling). This letter of guarantee shall cover the good performance of the present Agreement and all the obligations of the Company and all its outstanding financial obligations towards the Greek State during the entire duration 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 Company in accordance with the terms of this Agreement, but only after one month has lapsed from the date on which such amounts have become finally payable.

In case for any reason whatsoever the original amount of the above guarantee becomes less than £ 100,000 (one hundred thousand pounds sterling) the Company is obliged to make it up to its original amount within three months from the date on which it became less than £ 100,000 (one hundred thousand pounds sterling), under the penalty stipulated in item d), paragraph 3), Article 21. Such guarantee will remain in force under the same conditions as above also in case that an assignment takes place in accordance with Article 23, paragraph 1), item a) of this Agreement.

2. The non-timely delivery of the letter of guarantee foreseen in paragraph 1) of this Article renders invalid the present Agreement which shall also be considered as never having been executed.

3. The letter of guarantee mentioned in paragraph 1) above shall be returned by the Greek State

a) if this Agreement is not ratified by Law as foreseen in Article 32, paragraph 1) within 6 months from the date of its signature.

b) within one year after the termination of this Agreement.

Article 31

EXEMPTION FROM STAMP DUTIES

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

Article 32

COMMENCEMENT OF THE VALIDITY OF THIS AGREEMENT

1. This Agreement is contingent upon the timely deposition of the guarantee referred to in Article 30 and its ratification by the legislative authority, after which and from the commencement of the validity of the Law ratifying it, its effect and consequences commence.

2. If this Agreement should be ratified with modifications the Company shall not be bound by it and shall have the right to withdraw completely from this Agreement. However, the Company is obliged to declare that it does not accept the modifications in writing within thirty days from the publication of the Law ratifying this Agreement, as it has been amended in the Government Gazette. In case such non-acceptance is not submitted in time the Company 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 paragraph of this Article has lapsed without any action the validity of this Agreement commences from the expiration of the above thirty day time limit.

Article 33

COMMUNICATIONS

Any communication from the Greek State to the Company and to the Operating Company and vice-versa on the basis of this Agreement in order to be valid must be made against receipt or by registered mail against receipt and be addressed to:

a) For the communications from the Company or the Operating Company to the Greek State to:
The Ministry of Industry,
Directorate of State Mines,
Athens, Greece.

b) For the communications from the Greek State to the Company and to the Operating Company to:

Aetolian Oil Company S.A.,
c/o The National Bank of Greece S.A.,
Athens, Greece.

which is appointed as agent for the receipt of notices and communications. In case of revocation of the aforementioned agent, the Company or the Operating Company must notify such revocation and the full name or the title and the address of the new agent for the service of notices and communications who must be a resident of Athens; but, until such notification, all notices are validly served on the above mentioned agent.

Article 34

LETTER OF TECHNICAL AND FINANCIAL ASSISTANCE

The Operating Company declares that The British Petroleum Company Limited which is the sole shareholder in BP Exploration Company Limited which in turn is the sole shareholder in the Operating Company has taken full cognizance of the terms of this 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 Operating Company and initialled today by them The British Petroleum Company Limited in accordance with detailed statements included in such draft letter undertakes the obligation provided this Agreement is ratified by law to give for the duration of this Agreement the Operating Company, or in the case of transfer, to the transferee mentioned in Article 23, paragraph 1) item a), of this Agreement all necessary technical and financial assistance for the fulfilment of the purposes of this Agreement and the keeping of its obligations deriving therefrom towards the Greek State as stated more specifically in such draft letter.

The Operating Company undertakes the obligation to deliver this letter to the Greek State (Mini-

stry of Industry, Directorate of State Mines) within fifteen days of the signature of this Agreement. In case such time limit is not observed this 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 Company in any case before the beginning of the works provided for in Article 4 of this Agreement, the protection provided for by virtue of Legislative Decree 2687, 1953 re: attraction and protection of foreign capital, for the capital of any nature and form that will be imported from abroad, useful or necessary for the performance of the objectives laid down by this Agreement and in accordance with the procedure foreseen by the above Legislative Decree.

Article 36

PAYMENT OF CLAIMS TO THE GREEK STATE

Any claim for cash payments by the Greek State against the Company in accordance with the provisions of the present Agreement, as long as it is not otherwise provided in the present Agreement, is payable within one month from the notice relating thereto from the Greek State to the Company. Any recourse that the Company may have 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 Company of the final award relating thereto.

Article 37

VALID TEXT

The present Agreement has been drawn up in the Greek and English languages and both texts are deemed to have equal force.

Athens, 6th July 1960

THE CONTRACTING PARTIES

For the GREEK STATE For the AETOLIAN OIL
COMPANY S.A.

Nicolaos Martis

Demetrius Helmis
Derick Armstrong

For BP EXPLORATION
COMPANY (GREECE) LIMITED

John McVean Luard

SCHEDULE B

COSTS, EXPENSES, CHARGES

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

a) the costs of purchase of goods or of services rendered;

b) administrative expenses, overhead expenses and establishment expenses, including contributions, patent costs, expenditures for licences and expenditures for research;

c) depreciation at 20 per cent per annum on physical assets, as for instance acquisition cost of a drill and amortization at 33-1/3 per cent per annum of expenditures that do not result in the acquisition or production of physical assets (e.g. expenditures for the drilling of wells, expenditures for geophysical

research). Depreciation of buildings in big towns is limited to a rate of 5 per cent per annum and that for pipelines for the transportation of hydrocarbons to a rate of 10 per cent per annum. Any more favourable depreciation and amortization rates or other taxation incentives in force, or to be granted in the future, will not be applicable in this case, except if these apply to similar enterprises;

d) expenses incurred in the sale of hydrocarbons, including brokerages and expenditures of sales services;

e) losses resulting from damage to or destruction or loss of items 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 between rates in converting foreign exchange;

f) interest on indebtedness to third parties; expressly excluding interest charged on loans and other financings by the BP Group of Companies.

g) payments and remunerations for services by others, whether

(i) due or paid directly to those concerned, or

(ii) due or paid for account of those concerned through insurance, pension or other funds;

h) the unrecovered acquisition costs of the items of property disposed of by sale, surrender, abandonment or otherwise, including the unrecovered expenses of drilling wells non-productive of hydrocarbons in commercially exploitable quantities;

i) rents or other payments to others for the use of any property whatsoever belonging to others, such as land, buildings, machinery, equipment, etc., (or in connection with their use) depreciations and amortizations as foreseen by paragraph 4) of this schedule;

j) net losses from operations, as provided in paragraph 6) of Article 10 of the Agreement;

k) the streimatikos payment provided for in Article 8 of the Agreement;

l) «expenditures for exploration works» and «intangible drilling expenditures» (as these are defined in paragraph 3) of this Schedule) so long as their amortization according to the provisions of paragraph 2) of this Schedule in the course of the business period during which they have been incurred is decided on by the Company;

m) every other expenditure usual and necessary for doing business the deduction of which is permitted by Greek legislation in force from time to time for the taxation of the net profits of sociétés anonymes.

2. The «expenditures for exploration works» and «intangible drilling expenditures» as these are defined in paragraph 3) of this Schedule, that are incurred after the Company has acquired its first development concession, may either be deducted by the Company in the business period during which they are incurred, or capitalised by the Company for amortization as provided in paragraph 4) of this Schedule. The relative decision about deduction of these expenditures or their amortization shall be taken annually by the Company for each business period during which they are incurred.

3. Solely for the application of the provisions of this Schedule B the term «expenditures for exploration works» shall be considered as including all the expenditures effected for the discovery of a deposit of hydrocarbons and for the determination of its extent or expenditures related to these purposes. In the meaning of this term there are not considered as being included expenditures for materials used in buildings at well sites, or installations, or drilling equipment, gathering and production lines, casings, storage, motors, boilers, machinery and the like. On the contrary, in the meaning

of this term there shall be included expenditures related to 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 be interpreted as meaning all expenditures for labour, fuel, repairs, maintenance, handling, supplies and materials which are for or related to drilling, cleaning, deepening or completing wells or their preparation. In the meaning of the term there are not included the expenditures for materials used in buildings at well sites or other installations, or drilling equipment, gathering and production lines, casings, storage, motors, boilers, machinery and the like. On the contrary, in the meaning of the term there are included the expenditures concerning drilling, dynamiting and cleaning of wells, clearing, draining and levelling of ground, road building, measurements or surveys, (geological studies and topographical and geological surveys) preparatory to drilling, and erection of rigs and storage, construction of pipelines and other installations necessary in the preparation or drilling of wells for the production of hydrocarbons.

4. Should the Company decide to capitalise any «expenditures for exploration works» and «intangible drilling expenditures» in application of the provisions of paragraph 2) of this Schedule, the expenditures so capitalised shall be amortized by the Company over a period of not less than three business periods beginning with the business period in which such expenses are incurred.

Nicolaos Martis, Demetrius Helmis, Derick Armstrong,
John McVean Luard.

SCHEDULE C. Translation AGREEMENT

In Athens this fourth day of July 1960 the AETOLIAN OIL COMPANY S. A. established in Athens (hereinafter called the AETOLIAN Co.) for the one part, and BP EXPLORATION COMPANY (GREECE) LIMITED established in London (hereinafter called BP) for the other part, have agreed the following :

1. If exploration and exploitation rights of hydrocarbons should be granted to the AETOLIAN Co. by agreement with the Greek State, (such an Agreement being hereunder called «Concession Agreement»), it is agreed that all the rights which shall be granted to the AETOLIAN Co. during the whole duration of the validity of the Concession Agreement as well as during any extension of the duration of it, shall be exercised by BP which also undertakes the obligation to fulfil all the obligations in the Agreement towards the Greek State.

Therefore BP undertakes the obligation to carry out all the obligations undertaken in the Concession

Agreement towards the Greek State and will exercise all the rights deriving from it and shall have all the benefits from the exercise of these rights.

2. In exchange for the transfer of the exercise of the rights under paragraph 1), BP shall pay to the AETOLIAN Co. in respect of crude oil produced by BP in the exercise of the above rights during the validity of this Agreement, in Drachmae :

a) 3 o/o (three per cent) of the value thereof on all crude oil produced from the beginning of production up to 50,000 (fifty thousand) tons.

b) 5 o/o (five per cent) of the value thereof on all crude oil produced in excess of the 50,000 (fifty thousand) tons under a) above.

For the assessment of the above amounts payable under this Clause the crude oil so produced will be valued in accordance with the provisions of the Concession Agreement relating to the calculation of the amount of royalty to be paid on crude oil to the Greek State.

It is self-understood that from the amounts payable as above there will be deducted the amount of tax which will be paid for these amounts to the Greek State by BP in accordance with the provisions of Article 3 of Law 4049 J1960.

The payments shall be made within 3 (three) months from the end of each year.

For the purposes of this Agreement ton means an English ton of 2240 lbs.

3. The AETOLIAN Co. undertakes the obligation that the present Agreement is approved by the Greek State and for the whole of its duration to take whatever steps may be necessary for the application of the present and to extend any assistance to BP for the exercise of the rights transferred.

4. The AETOLIAN Co. undertakes the obligation promptly to communicate to BP any communication or other declaration of the Greek State which would be served or communicated to the AETOLIAN Co. under article 33 of the Concession Agreement.

5. The validity of this Agreement starts from the commencement of the validity of the Concession Agreement and will remain in force during the whole duration of same.

This Agreement has been executed in two originals of which each contracting party has received one.

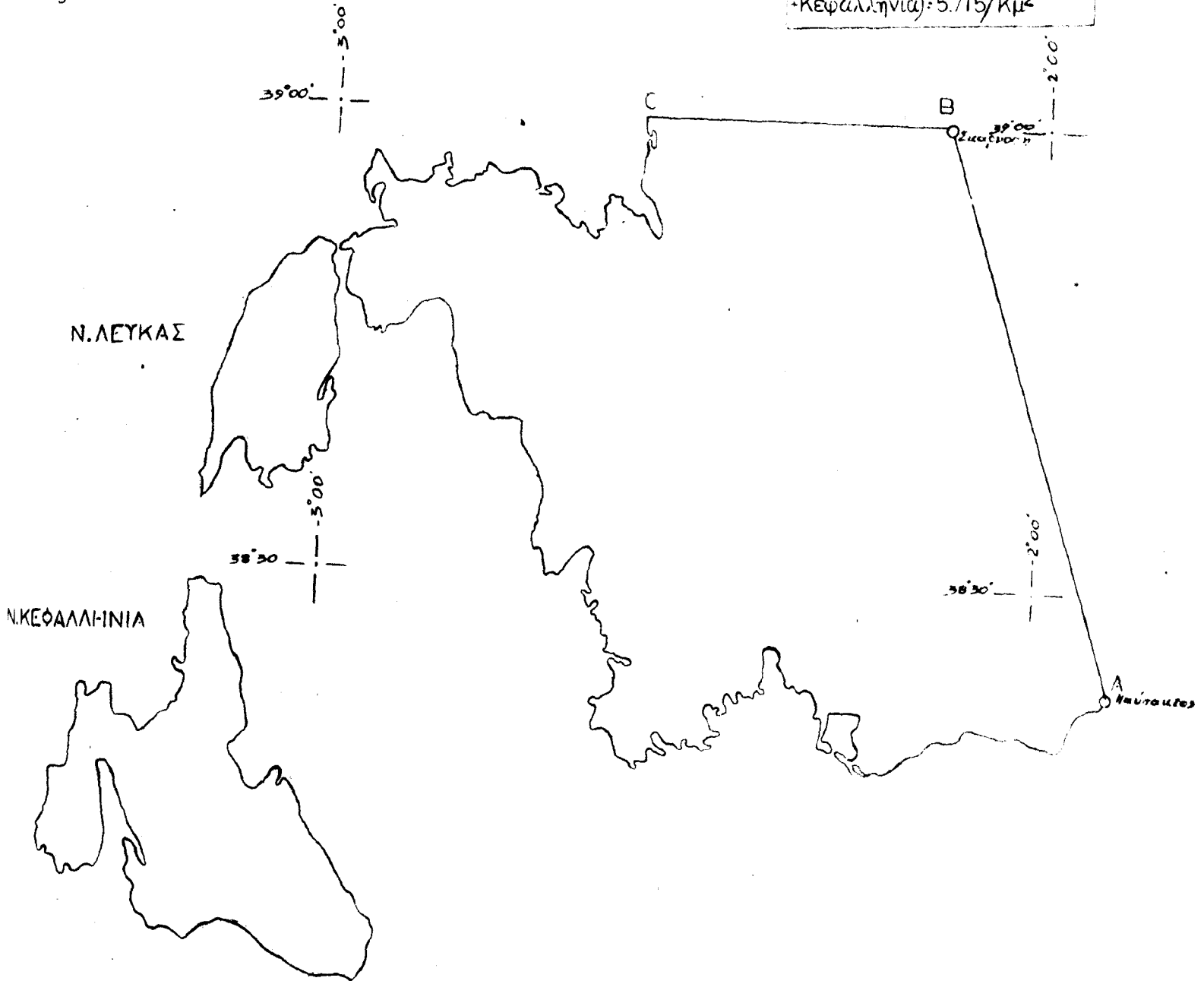
The Contracting Parties

AETOLIAN OIL COMPANY S. A.	BP EXPLORATION COMPANY (GREECE) LIMITED
Demetrius Helmis	John McVean Luard
Derick Armstrong	

Nicolaos Martis, Demetrius Helmis, Derick Armstrong,
John McVean Luard

Ἐκ τοῦ Γεωλογικοῦ Χάρτου τῆς Ἑλλάδος
κλίμακος 1:500.000 ἀνήκει εἰς τὴν σύμβασιν
Δημοσίου-Β.Ρ. Ἐθνικῆς Τραπεζῆς περί παραχω-
ρήσεως δικαιώματος ἐρεῦνης καὶ ἐκμεταλλεύσε-
ως πετρελαιοφόρων στρωμάτων. -

Κ. Σ. Υ. Σ. Αἰ	φ	λ
A	38° 23' 50"	-1° 53' 12"
B	39° 00' 00"	-2° 8' 12"
C	39° 00' 00"	-2° 34' 12"
Ὁλικὸν Ἐμβαδὸν (ΑΒC + Λευκάς + Κεφαλληνία) = 5.715/κμ ²		



ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων εἰς τὴν περιοχὴν Θεσσαλονίκης.

Προοίμιον.

Δεδομένου ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξύ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ William Herbert Hunt, σχετικῶς μετὰ τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν περιοχὴν Θεσσαλονίκης, κατόπιν τῶν ὁποίων ὑπὸ ἡμερομηνίας 18 Μαρτίου καὶ 26 Ἀπριλίου 1960 ἀντιστοίχως, ἀντηλλάγησαν ἐπιστολαὶ μεταξύ τοῦ Ὑπουργοῦ Βιομηχανίας καὶ τοῦ κ. William Herbert Hunt δι' ὧν ἐτέθησαν οἱ βασικοὶ ὅροι προτεινομένης συμβάσεως, βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948]59 περὶ ἀπ' εὐθείας συμβάσεως μεταξύ τῶν συμβαλλομένων μερῶν καὶ

Δεδομένου ὅτι βάσει τῶν ὡς ἄνω ἐπιστολῶν ὁ William Herbert Hunt ἀπέκτησε δικαίωμα προαιρέσεως τὸ ὅποιον θὰ ἡσκήσῃ τὴν ἡμέραν τῆς 26ης Αὐγούστου 1960 ὅπως συνάψῃ τελικὴν σύμβασιν μετὰ τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ δικαίωμα προαιρέσεως ἡσκήθη ἐγγράφως δι' ἐπιστολῆς ὑπὸ ἡμερομηνίαν 25 Αὐγούστου 1960 ἀπευθυνθείσης εἰς τὸν Ὑπουργεῖον Βιομηχανίας, ἀριθ. πρωτοκόλλου 71102/25-8-60.

Διὰ ταῦτα.

Μεταξὺ

1. Τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς «τὸ Ἑλληνικὸν Δημόσιον» ἐκπροσωπούμενου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας κ. Νικολάου Μάρτη, καὶ

2. Τοῦ κ. William Herbert Hunt, ἀποκαλουμένου ἐν τοῖς ἐφεξῆς «Hunt» ἢ «ὁ Μισθωτὴς» ἐκπροσωπούμενου ὑπὸ τοῦ εἰδικοῦ ἀντιπροσώπου του κ. Edwin Davis Guinn, ἐνεργούντος ἐν προκειμένῳ βάσει εἰδικοῦ πληρεξουσίου χορηγηθέντος ὑπὸ τοῦ Hunt τὴν 24 Μαρτίου 1960, ὧδε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐν ἐπισήμῳ μεταφράσει, κατηρτίσθη ἡ παρῶσα σύμβασις, μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, συνεδριάσαντος τὴν 20ὴν Σεπτεμβρίου 1960, ὑπὸ τοὺς κατωτέρω ὅρους καὶ συμφωνίας:

Ἄρθρον 1.

Ἀρχικὴ Ἐρευνητικὴ Περιοχὴ.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὸν Hunt τὴν ἀκόλουθον ἐρευνητικὴν περιοχὴν.

Ἡ ὅλη περιοχὴ, περιλαμβάνουσα γῆνους καὶ θαλασσίους χώρους, ἀναφερομένους κατωτέρω ὑπὸ (α) καὶ (β), ἐμφαίνεται εἰς τὸν ἐπισυναπτόμενον χάρτην ὡς παράρτημα Α ὅστις ἀποτελεῖ ἀναπόσπαστον τμῆμα αὐτῆς καὶ περιγράφεται ὡς ἐξῆς :

Σημεῖον	Βόρειον Πλάτος	Ἀνατ. Μῆκος ἐμφαινόμενον εἰς τὸν Πίνακα Α
A	40°52'00"	1°04'20"
B	40°42'15"	0°46'20"
C	40°35'00"	0°44'10"
D	40°29'45"	0°40'00"
E	40°26'50"	0°41'00"
F	40°24'00"	0°30'00"
G	40°14'50"	0°20'50"
H	40°09'45"	0°25'50"
I	40°08'30"	1°10'10"
J	40°20'00"	1°17'50"
K	40°26'20"	1°17'50"
L	40°30'40"	1°21'30"
M	40°37'20"	1°32'50"
N	40°48'30"	1°31'00"
O	40°50'50"	1°22'45"

Ἐπὶ τοῦ ἐπισυναπτομένου σχεδιαγράμματος κλίμαξ 1:500.000 ἀποτελοῦντος ἀναπόσπαστον τμῆμα τῆς παρούσης συμβάσεως καὶ ἐπισυναπτόμενον αὐτῷ ὡς παράρτημα Α, ἡ ὡς ἄνω περιγραφομένη ἀρχικὴ ἐρευνητικὴ περιοχὴ εἶναι χρωματισμένη γύρωθεν δι' ἐρυθροῦ χρώματος.

(α) Ὁ γῆινος χώρος περιγράφεται ὡς ἐξῆς: Ἀρχίζοντας ἀπὸ σημείου I εἰς τὸν ἐπισυναπτόμενον χάρτην, 40°08'30", 1°10'10", Ἐκεῖθεν εἰς σημεῖον J 40°20'00", 1°17'50", Ἐκεῖθεν εἰς σημεῖον K, 40°26'20", 1°17'50", Ἐκεῖθεν εἰς σημεῖον L, 40°30'40", 1°21'30", Ἐκεῖθεν εἰς σημεῖον M, 40°37'20", 1°32'50", Ἐκεῖθεν εἰς σημεῖον N, 40°48'30", 1°31'00", Ἐκεῖθεν εἰς σημεῖον O, 40°50'50", 1°22'45", Ἐκεῖθεν εἰς σημεῖον A, 40°52'00", 1°04'20", Ἐκεῖθεν εἰς σημεῖον B, 40°42'15", 0°46'20", Ἐκεῖθεν εἰς σημεῖον C 40°35'00", 0°44'10", Ἐκεῖθεν εἰς σημεῖον D, 40°29'45", 0°40'00", Ἐκεῖθεν εἰς σημεῖον E, 40°26'50", 0°41'00", Ἐκεῖθεν εἰς σημεῖον F 40°24'00", 0°30'00", Ἐκεῖθεν εἰς σημεῖον G 40°14'50", 0°20'50", Ἐκεῖθεν εἰς σημεῖον H, 40°09'45", 0°25'50", Ἐκεῖθεν Βορείως, Βορειοδυτικῶς καὶ Νοτιοδυτικῶς μετὰ τὴν ἀκτὴν τοῦ Θερμαϊκοῦ κόλπου καὶ τὴν περίμετρον τῆς ἀκτῆς εἰς τὸ χαμηλότερον σημεῖον τῆς παλιρροίας, εἰς τὸ σημεῖον I, 40°08'30", 1°10'10" τὸ σημεῖον τῆς ἀρχῆς. Ὁ ἀναφερόμενος γῆινος χώρος περιλαμβάνει περίπου 3.000 τετρ. χιλ. γῆς κατὰ τὸ μᾶλλον καὶ ἥττον.

(β) Ὁ θαλάσσιος χώρος ὅπως ἐμφαίνεται εἰς τὸ παράρτημα Α περιγράφεται ὡς ὁλόκληρος ἡ θαλασσία περιοχὴ μετρηθεῖσα εἰς τὸ χαμηλότερον σημεῖον τῆς παλιρροίας καὶ εὐρισκομένη βορείως μιᾶς γραμμῆς ἀπὸ τοῦ σημείου I, 40°08'30", 1°10'10", εἰς τὸ σημεῖον H, 40°09'45", 0°25'50". Ὁ ἀναφερόμενος θαλάσσιος χώρος περιλαμβάνει περίπου 1.700 τετρ. χιλ. ἐπιφανείας κατὰ τὸ μᾶλλον καὶ ἥττον.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ ὅτι ἐντὸς τῆς οὕτως παραχωρουμένης περιοχῆς δὲν ὑφίσταται οὐδεμία ἄλλη παραχώρησις ἢ οἰονδήποτε δικαίωμα πρὸς ὄφελος τρίτων.

Ἡ παράγραφος 3 τοῦ ἄρθρου 6 τοῦ Νόμου 3948]1959 δὲν ἐφαρμόζεται ἐν προκειμένῳ.

Ἄρθρον 2.

Δικαίωμα ἀνανεώσεως καὶ περιορισμοῦ τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς.

1. Ἡ ἀρχικὴ ἐρευνητικὴ περιοχὴ παραχωρεῖται εἰς τὸν Hunt διὰ περίοδον δύο ἐτῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

2. (α) Ἐνα τοῦλάχιστον μῆνα πρὸ τοῦ τέλους τοῦ δευτέρου ἔτους, ὁ Hunt θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν γῆνιν περιοχὴν ἢ τὰς περιοχὰς ἃς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ δευτέρου ἔτους. Ἡ οὕτω ἐπιστρεφόμενη περιοχὴ ἢ αἱ οὕτω ἐπιστρεφόμεναι περιοχαὶ θὰ ἔχουν ὀλικὴν ἔκτασιν ἴσην πρὸς τὰ 50 ο]ο τοῦλάχιστον τῆς ἐκτάσεως τῆς ἀρχικῆς γῆνιν ἐρευνητικῆς περιοχῆς.

(β) Προκειμένου περὶ τοῦ θαλασσιοῦ χώρου τοῦ ὡς ἄνω ὑπ' ἀριθ. 1 παρ. (β) περιγραφέντος, ὁ Hunt δικαιούται νὰ παρακρατῇ ὁλόκληρον τοῦτον μέχρι τοῦ τέλους τοῦ τετάρτου ἔτους ὑποχρεούμενος εἰς ἐπιστροφὴν τῶν 50 ο]ο τοῦτου μετὰ τὴν λήξιν τοῦ τετάρτου τοῦτου ἔτους καὶ συμπληρωματικῶς 25% μετὰ τὴν λήξιν τοῦ ἔκτου ἔτους.

3. Ἐφ' ὅσον ὁ Hunt θὰ ἔχῃ ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις του κατὰ τὴν διάρκειαν τῶν πρώτων δύο ἐτῶν ὡς ἐν ἄρθροις 3 καὶ 4 τῆς παρούσης Συμβάσεως ὁρίζεται καὶ ἐφ' ὅσον οὗτος προέβῃ εἰς τὰς ἐν τῇ ἀνωτέρῳ παραγράφῳ 2 καθοριζομένας ἐπιστροφάς, αἱ εἰς τὸν Hunt παραμένουσαι περιοχαὶ θὰ κρατοῦνται παρ' αὐτοῦ αὐτοδικαίως κατὰ πλήρως δικαίωμα δι' ἑτέραν περίοδον τριῶν ἐτῶν (πρώτη περίοδος ἀνανεώσεως, ἀπὸ τοῦ τρίτου μέχρι τοῦ τέλους τοῦ πέμπτου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως) ἢ προκειμένου περὶ τοῦ θαλασσιοῦ χώρου, δι' ἑτέραν περίοδον δύο ἐτῶν (πρώτη περίοδος ἀνανεώσεως, ἀπὸ τοῦ πέμπτου μέχρι τοῦ τέλους τοῦ ἔκτου ἔτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης Συμβάσεως).

4. Ένα μήνα πρὸ τοῦ τέλους τοῦ πέμπτου (ἢ προκειμένου περὶ τοῦ θαλασσίου χώρου τοῦ ἔκτου) ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως (τέλος τῆς πρώτης περιόδου ἀνανεώσεως) ὁ Hunt θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν περιοχὴν ἢ τὰς περιοχὰς ἃς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου (ἢ προκειμένου περὶ τοῦ θαλασσίου χώρου τοῦ ἔκτου) ἔτους, ἀναλόγως τῆς περιπτώσεως. Αἱ οὕτω ἐπιστροφόμεναι περιοχὴ ἢ περιοχαὶ θὰ ἔχουν ὀλικὴν ἔκτασιν ἴσην πρὸς τὰ 25⁰/₁₀₀ τοῦλάχιστον τῆς ἐκτάσεως τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς.

5. Ἐφ' ὅσον ὁ Hunt θὰ ἔχῃ ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις του κατὰ τὴν διάρκειαν τῆς πρώτης περιόδου ἀνανεώσεως (ἀπὸ τοῦ τρίτου μέχρι τοῦ τέλους τοῦ πέμπτου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἢ προκειμένου περὶ τοῦ θαλασσίου χώρου ἀπὸ τοῦ πέμπτου μέχρι τέλους τοῦ ἔκτου ἔτους) ὡς καθορίζονται αὐταὶ ἐν ἄρθροις 3 καὶ 4 τῆς παρούσης Συμβάσεως καὶ ἐφ' ὅσον οὗτος προέβῃ εἰς τὰς ἐπιστροφὰς ὡς αὐταὶ καθορίζονται ἐν τῇ ἀνωτέρω παραγράφῳ 4, αἱ εἰς τὸν Hunt παραμένουσαι περιοχαὶ θὰ κρατοῦνται παρ' αὐτοῦ αὐτοδικαίως κατὰ πλήρως δικαίωμα δι' ἑτέραν περίοδον τριῶν ἐτῶν (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ ἔκτου μέχρι τέλους τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως) ἢ προκειμένου περὶ τοῦ θαλασσίου χώρου, δι' ἑτέραν περίοδον δύο ἐτῶν (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ ἑβδόμου μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως).

6. Ἐὰν μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως δὲν ἀνευρέθησαν ὑπὸ τοῦ Hunt ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλίζουσας εἰς τὸν Hunt οἰκονομικῶς συμφέρουσαν κατὰ τὴν γνώμην του, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθη ὡς ἐκ τούτου παρὰ τοῦ Hunt αἵτησις παραχωρήσεως, συμφώνως τῷ ἄρθρῳ 5 παράγραφος 1, πᾶσα περιοχὴ κατεχομένη παρὰ τοῦ Hunt κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης Συμβάσεως θὰ ἐπιστρέφῃται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα Σύμβασις θὰ θεωρῇται λήξασα.

7. Ἐὰν καθ' οἱανδήποτε στιγμὴν κατὰ τὰ πρῶτα ὀκτὼ ἔτη ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ὁ Hunt ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τὴν ἀρχικὴν ἐρευνητικὴν περιοχὴν εἰς ποσότητας ἐξασφαλίζουσας, κατὰ τὴν γνώμην τοῦ Hunt, τὴν δυνατότητα οἰκονομικῶς συμπεροῦσης εἰς τοῦτον ἐκμετάλλευσιν καὶ οὗτος ἐπιλέξῃ παραχωρήσιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παράγραφοι 1 καὶ 2 ὀριζόμενα, τότε ὁ Hunt θὰ δικαιούται μετὰ τὸ πέρασ τοῦ ὀγδόου ἔτους ἀπὸ τῆς ἡμερομηνίας τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς ὡς ἄνω παραχωρήσεως πρὸς ἐκμετάλλευσιν ἀπάσας τὰς ἐρευνητικὰς περιοχὰς ἃς θὰ κατέχῃ εἰσέτι ὁ Hunt ἀμέσως πρὸ τῆς λήξεως τοῦ ὡς ἄνω ὀγδόου ἔτους. Ὡς ἐκ τούτου, εἰς τὴν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγῃ παραχωρήσεις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου ὅρους, τότε τὸ σύνολον τῶν ἐρευνητικῶν περιοχῶν ἃς δικαιούται ὁ Hunt νὰ κατέχῃ ἐπὶ τῇ βάσει τῆς παρούσης παραγράφου 7, θὰ ἴσῃται πρὸς τὰ 25⁰/₁₀₀ τοῦ συνόλου τῆς ἐκτάσεως τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς μείον τῶν τυχόν ἐπιστραφειῶν πρὸ τῆς παρελεύσεως τῶν ὀκτὼ ἐτῶν ἐκουσίως περιοχῶν παρὰ τοῦ Hunt ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως ἐπὶ πλέον τῆς ἐκτάσεως τῶν 75⁰/₁₀₀ τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς τὴν ὁποῖαν ὁ Hunt ὑποχρεοῦται νὰ ἐπιστρέψῃ συμφώνως πρὸς τοὺς ὅρους τοῦ ἄρθρου τούτου καὶ μείον τῆς περιοχῆς διὰ τὴν ὁποῖαν ὁ Hunt θὰ κατέχῃ κατὰ τὴν λήξιν τοῦ ἐν λόγῳ ὀγδόου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. Ἡ ἐπιλογὴ τῶν ἐπιστρεφόμενων περιοχῶν κατὰ τὰς παραγράφους 2 καὶ 4 ὡς ἄνω θὰ γίνῃται κατὰ τὴν ἀπόλυτον κρίσιν τοῦ HUNT αἱ δὲ ἐπιστροφόμεναι περιοχαὶ δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἐνὸς μὴ συνεχόμενους χώρους, ὑπὸ τὸν ὅρον ὅτι ἕκαστος τῶν ἐπιστρεφόμενων χωρισμένων χώρων δὲν εἶναι μικρότερος τῶν πεντήκοντα τετραγωνικῶν χιλιομέτρων.

Ὅσακις ὁ Hunt ἐπιλέγῃ περιοχὴν ἢ περιοχὰς πρὸς ἐπιστροφήν θὰ ὑποβάλλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1/10.000 ἐμφαίνοντα τὰς ἐπιστρεφόμενας καὶ κρατούμενας περιοχὰς.

Ἄρθρον 3.

Ὑποχρεώσεις ἐπενδύσεως τοῦ Hunt.

1. Κατὰ τὰ πρῶτα ὀκτὼ ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως ὁ Hunt ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς ἐνέργειαν ἐρευνητικῶν ἐργασιῶν καὶ ἐνδεχομένως ἐργασίας ἐκμεταλλεύσεως κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως,

(α) Κατὰ τὰ δύο πρῶτα ἔτη . . . Δολλ. Η.Π.Α. 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 ἔτους μέχρι λήξεως τοῦ 8ου ἔτους) » » 3.600.000

ἥτοι ἐν συνόλῳ δολλ. Η.Π.Α. ἑξ ἑκατομμύρια τετρακόσια χιλιάδες.

2. Ἐὰν ὁ Hunt διατηρήσῃ ἐρευνητικούς χώρους μετὰ τὸ πέρασ τοῦ ὀγδόου ἔτους, ὡς ἐν ἄρθρῳ 2ω παρ. 7 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργασίας οὐς παρακρατεῖ μετὰ τὸ πέρασ τοῦ 8ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

Δολλ. Η.Π.Α.
κατὰ τετρ. χιλ.

(α) Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἐτῶν 900

(β) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἐτῶν 1.500

(γ) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἐπομένων ἐτῶν 2.250

(δ) Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν (ἥτοι μετὰ τὸ τέλος τοῦ 17ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης.) 3.000

3. (α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τοῦ Hunt 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 πλέον τῶν ὑποχρεώσεων του δι' ἐπένδυσιν διὰ μίαν ἐκάστην τῶν περιόδων τούτων, θὰ πιστωθῇ ἐναντι τῶν ὑποχρεώσεων ἐπενδύσεως τῆς ἐπομένης ἀνανεωτικῆς περιόδου ἢ τῶν ἐπομένων περιόδων. Πᾶν ποσὸν ἐπενδυθὲν παρὰ τοῦ Hunt κατὰ τὰς ἐρευνητικὰς ἐργασίας βάσει τῆς παρούσης Συμβάσεως καὶ καθ' οἱανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος ὑπερβαῖνον τὰς ρητῶς κατονομαζόμενας ἐπενδύσεις διὰ τὴν περίοδον ταύτην, θὰ πιστωθῇ ἐναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας τῆς ἢ τῶν ἐπομένων τριετῶν περιόδων.

(β) Ἐὰν ὁ Hunt δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος μιᾶς τῶν περιόδων τοῦ παρόντος ἄρθρου διὰ τὰς ἐρευνητικὰς ἐργασίας του καὶ ἐφ' ὅσον ἐφαρμόζονται, εἰς τὰς ἐργασίας ἐκμεταλλεύσεως τὰ προαναφερθέντα ὑποχρεωτικὰ ποσὰ, εἰς ἃ θὰ περιλαμβάνονται καὶ ἄπασαι αἱ πιστώσεις ὡς ὑπὸ

(α) καὶ (γ) τῆς παρούσης παραγράφου 3, ὁ Hunt θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἱανδήποτε 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 θεωρῶνται ὅτι ἀποτελοῦν πλήρη συμμόρφωσιν τοῦ Hunt πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

Αί καταβολαί αὐταί θά ἐνεργῶνται τὸ ἀργότερον ἐντὸς τριῶν μηνῶν ἀπὸ τῆς παραιτήσεως ἀπὸ τῆς Συμβάσεως, αἱ δὲ καταβολαί αὐταί θά θεωρῶνται ὡς ἀποτελοῦσαι πλήρη συμμόρφωσιν τοῦ Hunt πρὸς τὰς ὑποχρεώσεις του ἐπενδύσεως μέχρι τῆς ἡμερομηνίας τῆς τοιαύτης παραιτήσεως.

(γ) Περαιτέρω συνομολογεῖται ὅτι ἔλαϊ αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ὑπὸ τοῦ Hunt διὰ τὴν προπαρασκευὴν τῶν γεωλογικῶν καὶ γεωφυσικῶν ἐργασιῶν ὑπὸ τοὺς ὅρους τῆς ἐπιστολῆς ὑπὸ ἡμερομηνίαν 18 Μαρτίου 1960 καὶ ἐκτελεσθείσης τὴν 26 Ἀπριλίου 1960, ὡς καὶ οἰαδῆποτε δαπᾶναι πραγματοποιηθεῖσαι πρὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως, θά θεωροῦνται ὡς πραγματοποιηθεῖσαι καὶ περιληφθεῖσαι εἰς τὰς ὑποχρεώσεις τοῦ Hunt τῶν δύο πρώτων ἐτῶν.

4. (α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τοῦ Hunt, εἴτε ἐντὸς εἴτε καὶ ἐκτὸς τῆς Ἑλλάδος, οἰαδῆποτε φύσεως, καταβληθεῖσαν ἢ ὀφειλομένην παρὰ τοῦ Hunt κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν του βάσει τῆς παρούσης Συμβάσεως, περιλαμβανομένων ἐνδεικτικῶς τῶν δαπανῶν ὀργανώσεως, τῶν ἐξόδων διοικήσεως καὶ γενικῶν ἐξόδων, ἀμοιβῶν δι' ὑπηρεσίας ἐργολάβων καὶ τρίτων, ἀγορᾶς ἢ μισθώσεως μηχανημάτων καὶ ἐφοδίων συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν τῶν καὶ ὑλικῶν καὶ προμηθειῶν (ἐξαιρέσει τῶν ὑπὸ στοιχεῖον (γ) κατωτέρω ἀναφερομένων) ὑπὸ τὸν ὅρον ἐν τούτοις ὅτι ἐκ τῶν δαπανῶν ὀργανώσεως καὶ τῶν ἐξόδων διοικήσεως καὶ τῶν γενικῶν ἐξόδων, δὲν θά ἐπιτρέπεται νὰ πιστωθοῦν ἐναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἁρθρου ποσὰ ὑπερβαίνοντα τὸ 10ο)ο τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ Hunt τῶν ἀναφερομένων ἐν παρ. 1 καὶ 3 τοῦ παρόντος ἁρθρου, 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 τοῦ Hunt.

(β) Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παρ. 4 ἐδ. α' μόνον:

Δαπᾶναι ὀργανώσεως θά θεωροῦνται ἅπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης Συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἐξόδα Διοικήσεως θά θεωροῦνται ἅπασαι αἱ δαπάναι τῶν γραφείων τοῦ Dallas Texas διὰ τὰς παρεχομένας τεχνικὰς καὶ Διοικητικὰς συμβουλὰς καὶ διαχειριστικὴν βοήθειαν.

Γενικὰ ἐξόδα θά θεωρῶνται ὅτι περιλαμβάνουν :

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

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

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

(4) Τὰς δαπάνας μετακινήσεως καὶ μετασταθμεύσεως τοῦ ἁλλοδαποῦ 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 ὁ Hunt εἰς οἰανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανα (RIG) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεῦνης φρεάτων καὶ ἐκμεταλλεύσεως κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος πέραν τῶν 1.500 μ. ὁ Hunt θά δικαιούται νὰ πιστώνῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἁρθρου διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20 ο)ο τῆς τιμῆς ἀγορᾶς (περιλαμβανομένης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλ-

λάδα), δι' ἕκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους καθ' ὃ ἐπραγματοποιήθη ἢ ἀγορὰ καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

δ) Ἐὰν ἀντιθέτως αἱ ἐργασίαι γεωτρήσεως πραγματοποιῶνται δι' ἐργολάβου ἢ διὰ γεωτρυπάνου ἐκμισθωθέντος τῷ Hunt ὑπὸ μετ' αὐτοῦ συνεργαζομένου ἢ τρίτου, τότε ὁλόκληρον τὸ ποσὸν τῆς καταβαλλομένης εἰς τὸν ἐργολάβον ἀμοιβῆς ἢ ὁλόκληρον τὸ μίσθωμα θά πιστωθῇ ἐναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος κεφαλαίου, ὡς αἰετ, γίνονται καταβολαί εἰς τὸν ἐργολάβον, τοὺς συνεργαζομένους ἢ τοὺς τρίτους.

Ἄρθρον 4.

Ὑποχρεώσεις ἐργασίας - Ἐρευναι.

1. Ὁ Hunt ὑποχρεοῦται νὰ ποιήσῃται ἐναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν ἐπὶ τῆς ἐρευνητικῆς του περιοχῆς, τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ἰσχύος τῆς παρούσης Συμβάσεως, ἅπασα δὲ ἡ ἐρευνητικὴ περιοχὴ θά πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῇ γεωλογικῶς ἢ καὶ γεωφυσικῶς κατὰ τὰ πρώτα πέντε ἔτη ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπὸν ὅπως δυνηθῇ ὁ Hunt νὰ καθορίσῃ τοὺς καλύτερους δυνατοὺς χώρους διὰ τὴν γεώτρησιν φρεάτων ἐρεῦνης.

2. Ἡ γεώτρησις ἐνὸς βαθέος ἐρευνητικοῦ φρεάτος θά ἀρχίσῃ ἐντὸς τῶν πρώτων δέκα ἑξ μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης Συμβάσεως.

3. Κατὰ τὴν πρώτην περίοδον ἀνανεώσεως, ἥτοι ἀπὸ τοῦ τρίτου μέχρι τοῦ τέλους τοῦ πέμπτου ἔτους θά ἀνορυχθῶσι τοὐλάχιστον ἑτέρα δύο βαθεᾶ ἐρευνητικὰ φρέατα.

4. Κατὰ τὴν δευτέραν περίοδον ἀνανεώσεως, ἥτοι ἀπὸ τοῦ ἑκτοῦ μέχρι τοῦ τέλους τοῦ ὀγδόου ἔτους, θά ἀνορυχθῶσι τοὐλάχιστον τρία εἰσέτι βαθεᾶ ἐρευνητικὰ φρέατα.

Συνομολογεῖται περαιτέρω ὅτι γεωφυσικαὶ ἐργασίαι ἤρξαντο ἤδη ἀπὸ τῆς 1ης Μαΐου 1960 καὶ ἐξακολουθοῦσι μέχρι τῆς σήμερον.

5. Τὰ προαναφερθέντα ἐρευνητικὰ φρέατα θά πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνου δυναμένου νὰ φθάσῃ εἰς βάθος τοὐλάχιστον ὀκτῶ χιλιάδων ποδῶν.

6. Ἡ τοποθεσία τῶν ὡς ἄνω ἐρευνητικῶν φρεάτων θά ἐπιλεγῇ παρὰ τοῦ Hunt κατὰ τὴν κρίσιν του.

7. Ἐφ' ὅσον κατὰ τὴν πρώτην διετὴ περίοδον ὁ Hunt ἤθελε συμπληρώσῃ τὴν ἀνόρυξιν περισσοτέρων τοῦ ἐνὸς ἐρευνητικῶν φρεάτων καὶ ἢ ἐφ' ὅσον κατὰ τὴν πρώτην περίοδον ἀνανεώσεως ὁ Hunt ἤθελε συμπληρώσῃ τὴν ἀνόρυξιν περισσοτέρων τῶν δύο ἐρευνητικῶν φρεάτων, τὰ πέραν τῶν ὡς ἄνω κατ' ἐλάχιστον ἀριθμὸν ἀνορυχθέντα ἐρευνητικὰ φρέατα, θά πιστωθῶνται ἐναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τῆς ἐπομένης ἢ τῶν ἐπομένων περιόδων ἀνανεώσεως.

8. Ὡς βαθὺ ἐρευνητικὸν φρέαρ νοεῖται φρέαρ βάθους οὐχὶ μικροτέρου τῶν χιλίων πεντακοσίων (1.500) μέτρων, νοουμένων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἁρθρου ὡς βαθέων φρεάτων καὶ τῶν ἀκολουθῶν φρεάτων,

(α) Οἰονδήποτε ἐρευνητικὸν φρέαρ ἐν τῷ ὁποίῳ ἀνεκαλύφθησαν ὕδρογονάνθρακες εἰς βάθος μικρότερον τῶν 1.500 μέτρων εἰς ποσότητας αἱ ὁποῖαι κατὰ τὴν κρίσιν τοῦ Hunt ἐξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὸν Hunt καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ὁ Hunt προέβῃ εἰς τὰς ἐν ἁρθρῷ 5, παράγραφος 1. τῆς παρούσης Συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

(β) Οἰονδήποτε ἐρευνητικὸν φρέαρ ἐν τῷ ὁποίῳ τὸ γρανιτικὸν ἢ κρυσταλλικὸν στρώμα συννητήθη εἰς οἰονδήποτε βάθος μεταξὺ 750 καὶ 1.500 μέτρων. Ἐὰν ἐν τούτοις τὸ κρυσταλλικὸν ἢ γρανιτικὸν στρώμα συννητήθη εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἢ τοιαύτη γεώτρησις δὲν θά θεωρῇται ὡς βαθὺ ἐρευνητικὸν φρέαρ καί, ἐν τοιαύτῃ περιπτώσει, ὁ Hunt θά ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρεάτος, εἰς βάθος 1.500

μέτρων, άλλως μέχρις ανακαλύψεως υδρογονανθράκων ως υπό (α) ανωτέρω προβλέπεται, ή μέχρι συναντήσεως του κρυσταλλικού ή γρανιτικού τούτου στρώματος εις οιονδήποτε βάθος ή μέχρις ότου συντρέξουν αι κατωτέρω υπό εδάφιον (γ) προβλεπόμεναι προϋποθέσεις, οιονδήποτε των τριών τούτων γεγονότων ήθελε προκύψει ενωρίτερον.

(γ) Οιονδήποτε έρευνητικών φρέαρ διά τὸ ὅποιον τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ Hunt συμφωνοῦν ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησης. Ἐφ' ὅσον ἡ συμφωνία αὕτη ήθελεν ἐπιτευχθῆ πρὶν ἢ ἡ γεώτρησης φθάσῃ τὸ βάθος τῶν 750 μέτρων, τότε τὸ τοιοῦτον έρευνητικὸν φρέαρ δὲν θὰ θεωρῆται ὡς βαθύ έρευνητικὸν φρέαρ καὶ ὁ Hunt θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἐτέρου φρέατος εἰς βάθος 1.500 μέτρων, άλλως μέχρις ανακαλύψεως υδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ εδάφιον (α) ἀνωτέρω ὀρίζεται, ή μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ή γρανιτικοῦ στρώματος εἰς οιονδήποτε βάθος τούτου, ή μέχρις ότου τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ Hunt συμφωνήσουν ὅτι περαιτέρω γεώτρησης δὲν δικαιολογεῖται εἰς τὸ φρέαρ τοῦτο, οιονδήποτε των τριών τούτων γεγονότων ήθελε προκύψει ενωρίτερον.

Εἰς τὰς προβλεπομένας ὑπὸ εδάφια (β) καὶ (γ) ἀνωτέρω περιπτώσεις, τὸ εἰς μέτρα βάθος τῆς γεωτρήσεως τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς τὸ εἰς μέτρα βάθος τοῦ εἰς ἀντικατάστασιν ἀνορυχθέντος φρέατος δὲν θὰ εἶναι ἴσασον τῶν χιλίων πεντακοσίων μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὸν ἐν τῇ προηγουμένῃ φράσει ὄρον ἐντὸς τῶν καθοριζομένων χρονικῶν ὁρίων, ὁ Hunt θὰ ὑποχρεοῦται νὰ καταβάλλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ποσὸν ἐκ δολλ. ΗΠΑ τριακοσίων πενήκοντα (350) δι' ἑκαστον μέτρον καθ' ὃ τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ εἰς ἀντικατάστασιν φρέατος θὰ ὑπολείπηται τῶν χιλίων πεντακοσίων μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ τὸ ἀρχικὸν καὶ τὸ εἰς ἀντικατάστασιν φρέαρ, λαμβανόμενα ὁμοῦ, θὰ θεωρῶνται ὡς ἐν βαθύ έρευνητικὸν φρέαρ, κατὰ τοὺς ὅρους τοῦ παρόντος ἀρθρου.

9. Ἐὰν ὁ Hunt ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οιονδήποτε έρευνητικοῦ φρέατος εἰς οιονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψει ἐν αὐτῷ υδρογονάνθρακας καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ὁ Hunt θὰ δικαιούται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν του κρίσιν, ὑπὸ τὰς προϋποθέσεις τοῦ παρόντος ἀρθρου. Ἐὰν ἐν τούτοις τὸ Ἑλληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεῦῃ ὅτι ἡ ἀνακάλυψις υδρογονανθράκων θὰ ἦτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιούται τότε νὰ ζητήσῃ τὴν παρά τοῦ Hunt συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὄρον ὅτι ἡ αἰτήσις αὕτη ἐγένετο πρὸ τῆς μεταθέσεως τοῦ γεωτρύπανου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῶν 8.000 ποδῶν κατὰ τὰ ἐν παραγράφῳ 5 τοῦ παρόντος ἀρθρου προβλεπόμενα.

Ὁ Hunt ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἄνω αἴτησιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολουθούσους ὁμως ὁρους.

(α) Ἡ συμπληρωματικὴ αὕτη γεώτρησης θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλλῃ τῷ Hunt πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, περιλαμβανομένης ἐπιβαρύνσεως δι' ἀπόσβεσιν βάσει τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομένων ἐν Πίνακι Β διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια, ὡς καὶ προσθέτως ποσοστοῦ 10 ο/ο ἐπὶ τοῦ συνόλου τῆς δαπάνης καὶ τῆς ἐπιβαρύνσεως διὰ γενικὰ ἐξόδα. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 15 ἡμερῶν ἀπὸ τῆς ὑποβολῆς παρὰ τοῦ Hunt πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ. Ἐν περιπτώσει μὴ ἐμπεροθέσμου καταβολῆς τὸ ὡς ἄνω ποσοῦ, ὁ Hunt δικαιούται νὰ διακόψῃ ὀριστικῶς τὴν γεώτρησιν καὶ νὰ ἀποσύρῃ τὸ γεωτρύπανον.

(β) Τὸ Ἑλληνικὸν Δημόσιον θὰ ἀναλαμβάνῃ πάντα κίνδυνον συνδεόμενον πρὸς τὴν συμπληρωματικὴν ταύτην γεώτρησιν καὶ τὴν πλήρη εὐθύνην διὰ πᾶσαν ζημίαν ἣν

ήθελεν ὑποστῆ ὁ Hunt ἢ τρίτα πρόσωπα ὡς ἐκ τῆς τοιαύτης γεωτρήσεως, ἐξαίρεσει τῶν τυχόν περιπτώσεων βαρείας ἀμελείας ἐκ μέρους τοῦ Hunt.

(γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησης ήθελε προκαλέσει καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας ή ἐπενδύσεων τοῦ Hunt συμφῶνως πρὸς τὴν παροῦσαν Σύμβασιν, αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὁποίων οἰαδήποτε τῶν ὑποχρεώσεων τούτων δέον νὰ ἐκπληρωθῇ.

(δ) Ἐν περιπτώσει καθ' ἣν ήθελον ἀνακαλυφθῇ εἰς τὸ ὡς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῆς συμπληρωματικῆς ταύτης γεωτρήσεως, υδρογονάνθρακες εἰς ποσότητας ἐξασφαλίζουσας κατὰ τὴν ἐλευθέραν κρίσιν τοῦ Hunt οἰκονομικῶς σύμφορον διὰ τὸν Hunt ἐκμετάλλευσιν, ὁ Hunt θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτησῇται καὶ λάβῃ παραχώρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν ὡς ἐν ἀρθρῳ 5 τῆς παρούσης Συμβάσεως ὀρίζεται, τοῦ Hunt ὑποχρεομένου ὡς εἰκὸς ἐν τῇ περιπτώσει ταύτῃ νὰ πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ, τριάκοντα ἡμέρας μετὰ τὴν ὑπὸ τοῦ Hunt δήλωσιν τὴν προβλεπομένην διὰ τῶν παραγράφων 1 καὶ 2 τοῦ ἀρθρου 5, ποσὸν ἐξικνουόμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ τὸ ὅποιον ἐπλήρωσε τὸ Ἑλληνικὸν Δημόσιον τῷ Hunt διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10 ο/ο ἐτήσιως).

* Ἀρθρον 5.

Δικαίωμα τοῦ Hunt ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν. Ἀριθμὸς καὶ χρόνος διαρκείας τούτων.

1. Ἐὰν καθ' οιονδήποτε χρόνον καθ' ὃν ὁ Hunt διατηρεῖ έρευνητικὰ δικαίωματα βάσει τῆς παρούσης Συμβάσεως, ἀνευρεθῇ εἰς έρευνητικὸν φρέαρ ἀνοιχθὲν παρὰ τούτου εἰς τὴν έρευνητικὴν περιοχὴν, ποσότης υδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τοῦ Hunt τὴν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν τούτων διὰ τοῦτον, οὗτος, μετὰ τὴν ὑποβολὴν πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιούται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἐφεξῆς ἐν τῇ παρούσῃ συμβάσει ὡς παραχώρησις ή παραχώρησις πρὸς ἐκμετάλλευσιν περιλαμβανούσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὅρους τῶν παρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἀρθρου (11) τοῦ Νόμου 3948/1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

2. Ἀπὸ τῆς στιγμῆς τῆς γνωστοποιήσεως, συμφῶνως πρὸς τὰ ἐν ἀρθρῳ ἑνδεκα (11) τοῦ Ν. 3948/1959 ὀριζόμενα, εἰς τὸ Ὑπουργεῖον Βιομηχανίας τῆς ἐπιτελείας περιοχῆς, ὁ Hunt καθίσταται αὐτομάτως μισθωτῆς τῆς ὑπ' αὐτοῦ ἐπιτελείας περιοχῆς ή τῶν περιοχῶν.

3. Ἡ μεγίστη ἑκτασις ἐκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πενήκοντα τετραγωνικὰ χιλιόμετρα οιονδήποτε σχήματος καθοριζομένου παρὰ τοῦ Hunt. Ἐὰν ἐν τούτοις ὁ Hunt δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ὅτι ἡ πιθανὴ ἑκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πενήκοντα τετραγωνικὰ χιλιόμετρα (50 τετρ. χιλ.), τότε ὁ Hunt θὰ δικαιοῦται εἰς παραχωρητήριον ἑκτάσεως πρὸς ἐκμετάλλευσιν μεγαλύτερας τῶν 50 τετρ. χιλιομέτρων, μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ (100) ἑκατὸν τετρ. χιλιόμετρα.

4. Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν δὲ δικαιούται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλήρες δικαίωμα ὁ Hunt βάσει τῆς παρούσης Συμβάσεως εἶναι ἀπερίοριστος. Ἐκάστη δὲ νέα γεώτρησης τοῦ Hunt εἰς έρευνητικούς χώρους ἀνήκοντας εἰς τὸν Hunt ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεων του πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ υδρογονάνθρακας θὰ παρέχῃ εἰς τὸν Hunt τὸ δικαίωμα εἰς ἐπιλογὴν καὶ αἱ διατήρησιν νέας παραχωρήσεως ὑπὸ τοὺς ὅρους τοῦ παρόντος ἀρθρου.

5. Ἡ διάρκεια ἐκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ εἶναι τριακονταετῆς ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως πρὸς ἐκμετάλλευσιν.

Ἐφ' ὅσον ὁ Hunt συνεμορφώθῃ πρὸς τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις του, τὰς ἀναφερομένας εἰς τὰς καθ' ἑκαστα παραχωρήσεις ἐκμεταλλεύσεως, ή

τριακονταετής αυτή περίοδος θα παρατείνεται αυτομάτως δι' έτερα δέκα έτη υπό τους δυνάμενους να τύχουν εφαρμογής όρους της παρούσης Συμβάσεως, υπό τον όρον έν τούτοις ότι οιαδήποτε τροποποιήσεις του Νόμου 3948/1959 εφαρμοζόμεναι γενικώς επί της εκμεταλλεύσεως ύδρογονανθράκων, θα εφαρμόζονται και επί της παραχωρήσεως ή των παραχωρήσεων ών παρατείνεται ως άνω ή ισχύς.

Άρθρον 6.

Υποχρεώσεις εκμεταλλεύσεως και παραγωγής του Hunt.

1. Άμα τη κατά τὸ προηγούμενον άρθρον 5 του παρόντος υποβολή της προβλεπομένης έν άρθρω ένδεκα (11) του Νόμου 3948]1959 δηλώσεως δι' επιλεγείσαν παρά του Hunt περιοχήν, αυτή θα προβή ταχέως εις άνόρυξιν φρεάτων χαράξεως όρίων (Delineation) και άναπτύξεως εις άποστασιν μεταξύ των τοιαύτην, ήτις, κατά την γνώμην των τεχνικών του Hunt και κατά τὰ διεθνώς τεχνικώς παραδεγμένα, να εξασφαλίζει έν τελευταία άναλύσει την μεγίστην δυνατόν άπόδοσιν.

2. Ο Hunt θα συνεχίζει παραγωγικήν εργασίαν κατά τους κανόνες της Τέχνης υπό τὰς προϋποθέσεις της παρ. 3 του παρόντος και συμφώνως προς τους άνεγνωρισμένους διεθνώς κανόνες καλής εκμεταλλεύσεως πετρελαιοπηγών επιδιώκων να εξασφαλίζει πάντοτε την μεγίστην τελικώς άπόδοσιν.

3. Εις ούδεμίαν έν τούτοις στιγμήν ο Hunt θα υποχρεωθῇ παρά του Έλληνικού Δημοσίου να προβή εις παραγωγήν ύδρογονανθράκων εκ των εκάστοτε ύφισταμένων εγκαταστάσεων του, εις ρυθμόν όστις συμφώνως προς την διεθνή πρακτικήν διά τὰς πετρελαιο,

(α) Δέν ανταποκρίνεται εις τους κανόνες της τεχνικής,

(β) Είηαι επιβλαβής εις τόν σκοπόν της έν τελευταία άναλύσει μεγίστης άποδόσεως και

(γ) Δέν είναι οικονομικώς συμφέρουσα, ήτοι δέν εξασφαλίζει εις τόν Hunt κέρδος.

4. Εις περίπτωσιν καθ' ήν τὸ Έλληνικόν Δημόσιον θεωρεῖ ότι αἱ εργασίαι γεωτρήσεως και παραγωγής του Hunt δέν ανταποκρίνονται προς τὰ ως άνω έν τοῖς ύπ' αριθ. 1, 2 και 3 παραγράφους διατάξεις, τότε τὸ Έλληνικόν Δημόσιον θα γνωστοποιῇ τοῦτο έγγραφως εις τόν Hunt προς έναρξιν συμμορφώσεως έντός μηνός από της γνωστοποιήσεως ταύτης.

Είηαι αυτόνóητον ότι εάν ο Hunt έχει αντιρρήσεις εις τὰς ύποδείξεις του Έλληνικού Δημοσίου δύναται να προσφύγῃ εις διαιτησίαν κατά τὰ έν άρθρω 26 όριζόμενα, κατά την διάρκεια της όποιας ο Hunt δέν θα ύποχρεούται να ποιήσῃται έναρξιν συμμορφώσεως κατά τὰ ως άνω άναφερόμενα.

Άρθρον 7.

Επιτρεπόμεναι εργασίαι του Hunt.

1. Ο Hunt θα έχῃ τὸ δικαίωμα να ενεργῇ γεωλογικὰς, γεωφυσικὰς και οίανδήποτε έτέραν έρευνητικήν εργασίαν προς τόν σκοπόν της άνακαλύψεως ύδρογονανθράκων δι' οίανδήποτε μεθόδων και να ενεργῇ άναγνωριστικὰς γεωλογικὰς γεωτρήσεις και έρευνητικὰς γεωτρήσεις εις βάθος προς τόν αυτόν σκοπόν, έντός της έρευνητικής περιοχής και των παραχωρήσεων προς έμετάλλευσιν εις χείρας του Hunt βάσει της παρούσης Συμβάσεως καθ' οίανδήποτε στιγμήν.

2. Ο Hunt θα έχῃ τὸ δικαίωμα να άναπτύσῃ τὰ ύπ' αὐτοῦ άνακαλυφθέντα άποθέματα ύδρογονανθράκων, να άνοίγῃ φρέατα εκμεταλλεύσεως και να εξαγῇ τους ύπ' αὐτοῦ άνακαλυφθέντας ύδρογονάνθρακας.

3. Ο HUNT θα δικαιούται ν' άποθηκεύῃ τους ύπ' αὐτοῦ παραχθέντας ύδρογονάνθρακας, να τους ύποβάλλῃ εις προκαταρκτικήν έπεξεργασίαν (ως π. χ. άποχωρισμός ύδατος και ιζημάτων, άποθείωσιν, άποχωρισμόν της φυσικής βενζίνης (NATURAL GASOLINE) εκ των φυσικῶν αερίων) και να τους μεταφέρῃ.

4. Ο Hunt θα έχῃ την κυριότητα επί άπάντων των παραγομένων παρ' αὐτοῦ ύδρογονανθράκων, θα έχῃ τὸ δι-

καίωμα της έλευθέρας αὐτῶν διαθέσεως είτε δια της πωλήσεως των εις την Έλληνικήν άγοράν είτε δια της εξαγωγής των, τηρουμένων όμως των έν άρθροις 9 και 12 της παρούσης Συμβάσεως περιορισμῶν.

5. Διά την άσκησιν των έν τῷ παρόντι άρθρω άναφερόμενων δικαιωμάτων και προς τόν σκοπόν της συμμορφώσεως του προς τὰς εκ της παρούσης Συμβάσεως ύποχρεώσεις του, ο Hunt θα έχῃ τὸ δικαίωμα, τηρουμένων των νομίμων διατυπώσεων, να ανεγείρῃ ή να άναθέτῃ την άνεγερσιν και ή να χρησιμοποιοῇ και ή να μισθώνῃ παρά τρίτων άποθήκας πετρελαίου, άγωγούς συγκεντρώσεως εργοταξίου, άγωγούς μεταφορὰς δι' άργόν πετρέλαιον ή άέρια, διαχωριστάς, εγκαταστάσεις διά την άρχικήν έπεξεργασίαν των παραγομένων ύπ' αὐτοῦ ύδρογονανθράκων, π.χ. εγκαταστάσεις άποχωρισμοῦ βενζίνης, εγκαταστάσεις άφαιρέσεως θείου κ.λ.π. δευτερευούσας σιδηροδρομικὰς γραμμάς, εγκαταστάσεις άποθηκεύσεως και φορτώσεως εις τους σιδηροδρομικούς σταθμούς και Έλληνικούς λιμένας, οικήματα διά τους ύπαλλήλους και εργάτας, άποθήκας, μηχανολογικά εργαστήρια, τηλεφωνικὰς και ραδιοφωνικὰς εγκαταστάσεις και πᾶσαν έτέραν εγκατάστασιν διά την άποτελεσματικήν διεξαγωγήν των εργασιῶν της παρούσης Συμβάσεως. Τοιαῦται εγκαταστάσεις δύναται να άνοικοδομηθοῦν και ή να χρησιμοποιοῦντο παρά του Hunt μόνον έφ' όσον αἱ ήδη ύάρχουσαι και άνήκουσαι εις τὸ Έλληνικόν Δημόσιον ή άλλην κρατικήν ύπηρεσίαν τοιαῦται δέν είναι έπαρκεῖς διά τους σκοπούς του Hunt ή όταν ή χρησιμοποίησίς των δέν είναι οικονομικῶς συμφέρουσα διά τόν Hunt.

6. Ο Hunt θα έχῃ επίσης τὸ δικαίωμα άποκλειστικῶς διά την εὐόδωσιν των εργασιῶν του των προβλεπομένων υπό της παρούσης Συμβάσεως, να άποξηραίνῃ χώρους ή να δημιουργῇ νησίδας έντός της έρευνητικής περιοχής και των παραχωρήσεων προς εκμετάλλευσιν, τὰς όποιας κατέχει εις οίανδήποτε στιγμήν βάσει της παρούσης Συμβάσεως.

7. Τὸ Έλληνικόν Δημόσιον θα παρέχῃ πᾶσαν νόμιμον συνδρομήν προς τόν Hunt προς άπόκτησιν των άδειῶν και έγκρίσεων παρά πάσης άρμοδίας Αρχῆς, συμπεριλαμβανομένων των Στρατιωτικῶν Αρχῶν, των άναγκαιουσῶν προς έπιτυχίαν των έν ταῖς προηγούμεναις παραγράφους περιγραφομένων σκοπῶν. Έφ' όσον ή καθυστέρησις ή ή έλλειψις άποκτήσεως τοιούτων άδειῶν ή έγκρίσεων καθιστᾷ αδύνατον ή καθυστερεῖ άναγκαιῶς την εκτέλεσιν των υπό της παρούσης Συμβάσεως προβλεπομένων ύποχρεώσεων του Hunt πᾶσα προκύπτουσα καθυστέρησις ή παράλειψις εκτελέσεως οίανδήποτε των κατά την παρούσαν Σύμβασιν ύποχρεώσεων του Hunt δέν θα άποτελῇ παράβασιν των όρων της παρούσης και θα θεωρῇται ως περίπτωσις «άνωτέρας βίας» κατά τὰς διατάξεις του άρθρου 25 της παρούσης Συμβάσεως.

Άρθρον 8.

Καταβολή Στρεμματικοῦ.

Ο Hunt θα καταβάλλῃ εις τὸ Έλληνικόν Δημόσιον στρεμματικόν φόρον όστις θα άνέρχεται εις 1.000 δραχμὰς έτησίως κατά τετραγωνικόν χιλιόμετρον επί άπασῶν των παραχωρήσεων προς εκμετάλλευσιν των κατεχομένων παρὰ του Hunt εις οίανδήποτε στιγμήν συμφώνως τη παρούση Συμβάσει. Η καταβολή του φόρου τούτου άρχεται από της στιγμῆς καθ' ήν ο Hunt καθίσταται μισθωτής παραχωρήσεων.

Άρθρον 9.

Δικαιώματα.

1. Ο Hunt θα καταβάλλῃ εις τὸ Έλληνικόν Δημόσιον δικαίωμα εκ 12^{1/2} ο) ο επί πάσης ποσότητος παραγομένου άργοῦ πετρελαίου και φυσικής βενζίνης και παραγομένων και πωλουμένων φυσικῶν αερίων, μετρούμενων παρ' αὐτῆς κατά τὰ έν παραγράφω 3 του παρόντος άρθρου καθοριζόμενα κατά την διάρκεια των εργασιῶν του συμφώνως τη παρούση Συμβάσει, έλευθέρων ύδατος και ξένων ουσιῶν.

Αἱ παρά του Hunt χρησιμοποιούμεναι διά τὰς ίδιὰς του

ανάγκας ποσότητες υδρογονανθράκων δια καύσιμα ή δια τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (Repressuring) ή δι' ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἐργασιῶν δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἶδος ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἐκάστου ἡμερολογιακοῦ ἐξαμήνου τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῷ Hunt ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ή τμήμα τῶν δικαιωμάτων του εἰς εἶδος κατὰ τὸ ἐπόμενον ἡμερολογιακὸν ἐξάμηνον διὰ τὸ ἀργὸν πετρέλαιον ή καὶ τὸ φυσικὸν ἀέριον. Ἀφ' ἧς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποίησε τὴν ἐπιλογὴν του εἰς τὸν Hunt οὐδεμία μεταβολή θὰ εἶναι ἐπιτρεπτή ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἐπομένου ἡμερολογιακοῦ ἐξαμήνου πλὴν ἐπιτεύξεως ἀμοιβαίως ἱκανοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Hunt ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες υδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἀργὸν πετρέλαιον εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τοῦ Hunt, διὰ τὸ φυσικὸν ἀέριον εἰς τὸ σημεῖον πωλήσεως καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τοῦτον ὁ Hunt ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα εἰς τὴν διεθνῇ πρακτικὴν τῶν πετρελαίων συστήματα.

4. Τὸ Ἑλληνικὸν Δημόσιον θὰ παραλαμβάνῃ τὰ εἰς εἶδος δικαιώματα τοῦ ἐπὶ τοῦ ἀργοῦ πετρελαίου εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τοῦ Hunt ἐντὸς τεσσαράκοντα ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα, ἐκτὸς ἐτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ Hunt, ὁ δὲ Hunt ὑποχρεοῦται νὰ ἀποθηκεύῃ εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου του κατὰ τὸ ὥς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν τὸ οὕτως εἰς τὸ Δημόσιον παραδοθῆσόμενον ὡς δικαίωμα ἀργὸν πετρέλαιον ἄνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου. Ἐν περιπτώσει καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον δὲν παραλάβῃ ἐντὸς τῆς ὡς ἄνω περιόδου τὰ δικαιώματα ταῦτα εἰς εἶδος ἐπὶ τοῦ ἀργοῦ πετρελαίου, ὁ Hunt θὰ ἔχῃ τὸ δικαίωμα εἴτε νὰ διαθέτῃ ἐλευθέρως τοῦτο ὅποτε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα ή νὰ ἐξακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἐναντι λογικῶν ἀποθηκευτρῶν ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως σὺν 10 ο)ο.

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

6. Ἐὰν ὁ Hunt εἶναι ἰδιοκτήτης καὶ ἐκμεταλλεύεται οἰονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσῃ τὴν μεταφορὰν παρὰ τοῦ Hunt τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσῳ τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των, εἴτε μέχρις οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιήτῃ παρὰ τοῦ ἐναντι καταβολῆς τῶν δαπανῶν πλέον 10 ο)ο. Ἡ παρούσα παράγραφος δὲν θὰ ἐρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τοῦ Hunt νὰ κατασκευάσῃ ἀγωγούς ή οἰανδήποτε ἐγκαταστάσιν μεταφορᾶς ἐπὶ πλέον τῶν ὅσον τυχὸν ἔχει ή ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἰανδήποτε συμπληρωματικῶν ἀγωγῶν τούτων ἐγκαταστάσιν ή καὶ ἐτέρας ἐγκαταστάσεις μεταφορᾶς πλὴν ἐτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Hunt πρὸς τὸν σκοπὸν τούτον.

7. (α) Πρὸ τοῦ χρόνου καθ' ὃν ὁ Hunt θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν (Posted Price) ἐν Ἑλλάδι, τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσόν, ὡς δικαιώματα, θὰ ὑπολογίζεται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ

Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ή ἐτέρων ὑπαρχόντων ἐν Ἑλλάδι διυλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον ἀγοραζόμενον ὑπὸ τοῦ Hunt.

(β) Ἀπὸ τῆς στιγμῆς καθ' ἣν ὁ Hunt θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν (Posted Price) ἐν Ἑλλάδι, τὸ καταβλητέον εἰς μετρητὰ ποσόν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ ἀργοῦ παρ' αὐτοῦ παραγομένου ἐν Ἑλλάδι πετρελαίου, θὰ ὑπολογίζεται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (Posted) τιμῆς.

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (Gasoline) θὰ ὑπολογίζεται ἐπὶ τοῦ μέσου ὁρου τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τοῦ Hunt κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ή πληρωμὴ τῶν δικαιωμάτων μεῖον ἐξόδων βιομηχανοποιήσεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου τοῦ ὑποκειμένου εἰς καταβολὴν δικαιωμάτων ὑπολογίζεται ἐφ' ὅσον καταβάλλεται εἰς μετρητὰ, ἐπὶ τοῦ μέσου ὁρου τιμῶν πωλήσεως, τῶν πραγματοποιηθεισῶν παρὰ τοῦ Hunt κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ή καταβολὴ τῶν δικαιωμάτων δι' ἑκάστον κυβικὸν μέτρον πωλουμένου ἀερίου μεῖον ἐξόδων μεταφορᾶς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (Wellhead) εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται κατὰ ἐξαμηνίαν ἐντὸς τοῦ Ἰανουαρίου καὶ τοῦ Ἰουλίου ἐκάστου ἔτους. Κατὰ τὸν αὐτὸν χρόνον θὰ γίνωνται τυχὸν ἀναγκαῖαι ἀναπροσαρμογαὶ ἐὰν ἦθελον ἀποδειχθῇ ἐσφαλμένοι αἱ προβλέψεις ἐφ' ὧν ἐβασίσθησαν αἱ πληρωμαὶ τῶν δικαιωμάτων εἰς εἶδος.

Ἄρθρον 10.

Φόροι.

1. Οἱ συντελεσταὶ φόροι εἰσοδήματος εἰς οὓς θὰ ὑπόκειται ὁ Hunt κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως θὰ ᾧσιν οὐχὶ ὀλιγώτερον εὐνοϊκοὶ διὰ τὸν Hunt ἀπὸ τοὺς ἐν τῷ Νόμῳ 4049]1960 καθοριζομένους συντελεστές, οἰονδήποτε καὶ ἂν εἶναι ὁ ἐκάστοτε ἰσχύων διὰ τὰς ἄλλας Ἐταιρείας ή φυσικὰ πρόσωπα συντελεστής. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ μίαν διαχειριστὴν περίοδον τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, θὰ ἀφαιρῇται ὑπὸ τοῦ Hunt τὸ ποσὸν τῶν δικαιωμάτων τὰ ὁποῖα κατεβλήθησαν ὑπ' αὐτοῦ διὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος, δυνάμει τοῦ ἁρθρου 9 τῆς παρούσης Συμβάσεως, ἐπὶ τῷ σκοπῷ ὅπως ἐξευρεθῇ τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος τὸ ὅποιον θὰ καταβληθῇ ὑπὸ τοῦ Hunt διὰ τὴν διαχειριστικὴν περίοδον. Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἁρθρου 9 τῆς παρούσης συμβάσεως δέον νὰ καταβάλλωνται ἐπὶ οἰονδήποτε παραγωγῆς υδρογονανθράκων, ἀσχέτως ἐὰν αἱ ἐργασίαι τοῦ Hunt ἀποφέρουν κέρδος ή ζημίαν.

2. Τὸ καθαρὸν ποσὸν τοῦ φόρου εἰσοδήματος ὡς καθορίζεται ἐν παρ. 1 ἀναγνωρίζεται ὡς ἐκπιπτόν συμφώνως πρὸς τὸν Νόμον 1413]50 τὸν κυρώσαντα τὴν σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας. Οἱ τυχὸν φόροι ἐν πάσῃ περιπτώσει οἱ καταβληθῆσόμενοι ὑπὸ τοῦ Hunt εἰς τὰς Η.Π.Α. κατὰ τὴν διάρκειαν τῆς ἀνωτέρω συμβάσεως μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ή μετὰ τὴν λήξιν αὐτῆς δὲν θὰ ἐπηρεάζουν τὸν φόρον ἐπὶ τῶν καθαρῶν κερδῶν τοῦ Hunt τὸν καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς τὴν παραγρ. 1 ὡς ἀνωτέρω.

3. Ἐξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης Συμβάσεως (στρεμματικῆς) τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἁρθρου 9 τῆς παρούσης καὶ τοῦ φόρου εἰσοδήματος ἐπὶ τῶν καθαρῶν κερδῶν ὑπὸ τοῦ Νόμου 4049]1960, ὁ Hunt, ή περιουσία αὐτοῦ, αἱ ἐργασίαι του, τὰ δικαιώματά του, τὰ εἰσοδήματά αὐτοῦ ἐξ ἐργασιῶν δυνάμει τῆς παρούσης Συμβάσεως, καθὼς καὶ οἰονδήποτε μηχανήματα, ἀνταλλακτικά,

έξαρτήματα, εργαλεία και υλικά παντός είδους τὰ εισαγόμενα ἐκ τοῦ ἑξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τοῦ Hunt συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὑλῶν παντός είδους) ὡς καὶ τῶν ὑπὸ τοῦ Hunt παραγομένων ὑδρογονανθράκων (ἐξαιρουμένων τῶν διυλισμένων προϊόντων οἰασδήποτε φύσεως) θὰ ἀπαλλάσσονται παντὸς φόρου ἀμέσου ἢ ἐμμέσου παντὸς είδους καὶ φύσεως, δασμῶν, τελῶν, δικαιωμάτων, κρατήσεων ἢ εἰσφορῶν ἢ πάσης ἐτέρας εἰδικῆς ἐπιβαρύνσεως εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικούς σκοπούς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου, ὡς καὶ τελῶν χαρτοσήμου, πλὴν τῶν καθαρῶς ἀνταποδοτικῶν εἰσφορῶν δι' ὑπηρεσίας ἢ δικαιώματα πάσης φύσεως Ἀσφαλιστικῶν Ταμείων.

Ἐν περιπτώσει ἀποβιώσεως οἰουδήποτε ἄλλοδαποῦ φυσικοῦ προσώπου μονίμως κατεικοῦντος ἐν τῇ ἄλλοδαπῇ καὶ ἔλκοντος δικαιώματα ἐκ τῆς παρούσης συμβάσεως, κατὰ τὴν διάρκειαν ταύτης, τὰ παρὰ τῶν κληρονόμων τούτων κληρονομούμενα περιουσιακὰ στοιχεῖα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δὲν ὑπόκεινται εἰς τὸν κατὰ τοὺς Ἑλληνικούς Νόμους φόρον κληρονομίας καὶ τοὺς τυχόν συμπαρομαρτούντας τούτω τοιοῦτους.

Ἡ παρούσα Σύμβασις καθὼς καὶ οἰαδήποτε συμφωνία ἢ σύμβασις βάσει ταύτης ἢ ὅποια ἤθελεν ὑπογραφῇ σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνησεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιφερείας τῆς περιγραφομένης ἐν ἄρθρῳ 1 τῆς παρούσης ἢ καὶ σχετιζομένων πρὸς τοὺς σκοποὺς τῆς παρούσης Συμβάσεως, ἀπαλλάσσονται τελῶν, φόρων, τελῶν χαρτοσήμου, εἰσφορῶν, δικαιωμάτων καὶ κρατήσεων πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ προσώπου καὶ γενικῶς οἰωνδήποτε τρίτων.

Αἱ διατάξεις οἰωνδήποτε Νόμων τοῦ Ἑλληνικοῦ Κράτους ὡς πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχάνουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὅποιοι παρέχουν ὑπηρεσίας σχετικὰς πρὸς τὴν παροῦσαν Σύμβασιν. Αἱ ἐκάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρτισιν οἰασδήποτε συμβάσεως σχετιζομένης πρὸς τοὺς σκοποὺς τῆς παρούσης καὶ ὑποθηκοφυλάκων ἐμίσθων ἢ ἀμίσθων, διὰ τὴν τυχόν μεταγραφὴν τούτων ὡς καὶ τῆς παρούσης, ἐπ' οὐδενὶ λόγῳ εἶναι δυνατόν νὰ ὑπερβῶσι δι' ἕκαστον τούτων τὰς δραχμὰς δέκα χιλιάδας.

4. Οἱ μέτοχοι οἰασδήποτε Ἑταιρείας ὀργανωθείσης ἢ ἐλεγχόμενης ὑπὸ τοῦ Hunt ἀπαλλάσσονται ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς τοιαύτης Ἑταιρείας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθέντος δι' εἰδικούς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν, τελῶν χαρτοσήμου ἢ ἄλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ προσώπου ἢ τρίτων λόγῳ τῆς ιδιότητός των ὡς μετόχων τῆς τοιαύτης Ἑταιρείας.

5. Ἀπασαὶ αἱ δαπάναι, ἐξόδα καὶ ἐπιβαρύνσεις τοῦ Hunt αἱ σχετικαὶ μετὰ τὴν ὀργάνωσιν του, μετὰ τὰς ἐργασίας του κατὰ τὴν παροῦσαν Σύμβασιν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος, αἵτινες θέλουσι λάβει χώραν πρὸ τῆς διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας τὸ πρῶτον προκύπτει ἀκαθάριστον ἔσοδον ἐκ τῆς πωλήσεως ὑδρογονανθράκων προερχομένων ἐκ τῶν ἐργασιῶν τοῦ Hunt βάσει τῆς παρούσης Συμβάσεως, θὰ ἀθροίζονται ὑπὸ τοῦ Hunt 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 ὁ Hunt ἐμφανίσῃ καθαρὰν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου μετὰ τὴν ἐκ μέρους του ἀπόκτησιν τῆς πρώτης του παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἢ ἐν λόγῳ ζημία θὰ ἀγῆται εἰς νέον ὑπὸ τοῦ Hunt 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 τοῦ Hunt καὶ θὰ ἐνοποιῆται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἐπομένης ἢ ἐπομένων διαχειριστικῶν περιόδων. Ἡ ἀνωτέρω μεταφορὰ εἰς νέον θὰ ἐπαναλαμβάνηται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξῃ ἡ παρούσα Σύμβασις. Ὁ Hunt δὲν θὰ δικαιούται νὰ προβάλῃ ἀπαίτησιν τινα κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἃς ἤθελε τυχόν ὑποστῇ ἐκ τῶν ἐργασιῶν αὐτοῦ δυνάμει τῆς παρούσης Συμβάσεως.

7. Διὰ τοῦ ὅρου «καθαρά κέρδη» τοῦ Hunt ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο νοοῦνται ἐν σχέσει μετὰ ἐκαστὴν διαχειριστικὴν περίοδον τὰ κέρδη, ἅτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθάριστων ἐσόδων τοῦ Hunt τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτοῦ συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐν γένει διὰ τῶν ὁποίων ἐπιβαρύνθη ὁ Hunt λόγῳ τῶν ἐργασιῶν του συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἐὰν αὗται προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος. Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἐξόδα, αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς καὶ τὰς ἀναφερομένας εἰς τὸν Πίνακα Β τῆς παρούσης Συμβάσεως καὶ ἡ ἐκπτώσις των θὰ ἐπιτρέπεται ἀνεξαρτήτως ἰσχυόντων ἢ μελλόντων νὰ ἰσχύσουν περιορισμῶν σχετικῶς μετὰς ἐν λόγῳ ἐκπτώσεις. Εἰς τὰς δαπάναις, ἐπιβαρύνσεις καὶ ἐξόδα ὡς ἄνω δὲν θὰ περιλαμβάνονται ὅμως τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης Συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα). Ὁ καθορισμὸς τῶν ἀκαθάριστων ἐσόδων, τῶν δαπανῶν, τῶν ἐπιβαρύνσεων καὶ τῶν ἐξόδων θὰ γίνηται συμφώνως μετὰ τὰ γενικῶς παραδεδεγμένα ὑπὸ τῆς διεθνoῦς 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 ἄνω ἄρθρον 9, θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τοῦ Hunt κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ. Ἐν τέλει τῆς παρούσης Συμβάσεως παρατίθεται πίναξ ὑπὸ στοιχείῳ Β ἐμφαινῶν τὰ κατὰ τὴν παροῦσαν παράγραφον στοιχεῖα τοῦ κόστους, ἐξόδων, βαρῶν καὶ λοιπῶν δαπανῶν τοῦ Hunt.

8. (α) Ὁ Hunt θὰ κλείῃ τὸν ἰσολογισμόν του ἐντὸς διμήνου ἀπὸ τῆς λήξεως τῆς διαχειριστικῆς περιόδου, ἥτις 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 τοῦ Ὑπουργείου Οἰκονομικῶν, ἐνὸς ἀνωτάτου ἢ ἀνωτέρου ὑπαλλήλου ἀρμοδιότητος τοῦ Ὑπουργείου Βιομηχανίας καὶ ἐξ ἐνὸς ὀρκωτοῦ λογιστοῦ. Ὁ ἔλεγχος παρὰ τῆς ὡς ἄνω ἐπιτροπῆς τῶν ἀποτελεσμάτων ἐκάστης διαχειριστικῆς περιόδου εἶναι δυνατόν νὰ ἐνεργηθῇ καὶ πρὸ τῆς κατὰ νόμον ὑποβολῆς φορολογικῆς δηλώσεως ὑπὸ τοῦ Hunt. Τὸ ἀποτέλεσμα τοῦ κατὰ τὰ ἀνωτέρω ἐλέγχου ὑπόκειται εἰς τὴν ὑπὸ τῆς ἐκάστοτε ἰσχυοῦσης νομοθεσίας προβλεπομένην διαδικασίαν διοικητικῆς ἐπιλύσεως προκυπτούσης διαφορᾶς καὶ τὰ ὑπὸ τῆς αὐτῆς νομοθεσίας προβλεπόμενα ἐνδίκια μέσα, ἀποκλειομένης ἐν προκειμένῳ τῆς προσφυγῆς εἰς διαιτησίαν κατὰ τὰς διατάξεις τοῦ ἄρθρου 26 τῆς παρούσης Συμβάσεως.

(γ) Ὁλόκληρον τὸν βάσει τῆς δηλώσεως του βεβαιούμενον φόρον ὁ Hunt θέλει καταβάλλει ἐκάστοτε ἐντὸς τριῶν μηνῶν ἀπὸ τῆς ὑποβολῆς ταύτης.

(δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανομένης διαχειριστικῆς περιόδου ἰσχύουσαι ἐκάστοτε διατάξεις δὲν ἔχουσι ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλλασσομένων ὅμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης Συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίως

ἢ κατὰ ἐξαμηνίαν τῶν ὑπὸ τῶν ὡς ἄνω διατάξεων προβλεπομένων ποσῶν, τοῦ Hunt ὑποχρεωμένου μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν τῆς ἐκάστοτε ληξιάσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δι' ἀνακριβῆ δῆλωσιν διατάξεις τῆς ἐκάστοτε ἰσχυοῦσης νομοθεσίας δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐφ' ὅσον αἱ προκύπτουσιν διαφοραὶ εἰς τὸ ποσὸν τοῦ ὀφειλομένου φόρου δὲν προέρχονται ἐξ ἀλλοιώσεως τῶν ἀποτελεσμάτων τῆς διαχειριστικῆς περιόδου ὀφειλομένης εἰς πταῖσμα τοῦ Hunt ἀλλὰ ἐκ πλάνης ἢ διαφόρου ἐρμηνείας παρὰ τοῦ Hunt τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

(στ) Αἱ λοιπαὶ διατάξεις τῆς ἐκάστοτε ἰσχυοῦσης νομοθεσίας περὶ φορολογίας εἰσοδήματος νομικῶν ἢ φυσικῶν 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 ἐνοστάσεων 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 οἰασδήποτε παραβάσεως τῶν ἐκ τοῦ παρόντος ἄρθρου 10 ὑποχρεώσεων τοῦ Hunt

*Ἀρθρον 11.

Εἰσαγωγή, Ἐξαγωγή μηχανημάτων, ἐξοπλισμοῦ καὶ ὑλικῶν.

1. Ὁ Hunt θὰ ἔχη τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζεται διὰ τὰς ἐργασίας του, συμφώνως πρὸς τὴν παροῦσαν Σύμβασιν, πάντα τὰ μηχανήματα καὶ ἐξοπλισμὸν, συμπεριλαμβανομένων καὶ οἰωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἰασδήποτε ὑλικά οἰασδήποτε φύσεως, τὰ ὁποῖα κατὰ τὴν κρίσιν τοῦ Hunt εἶναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν του.

Ἡ παροῦσα Σύμβασις ἐπέχει θέσιν οἰασδήποτε εἰδικῆς ἐγκρίσεως ἢ ἀναγκαίας ἀδείας ἢ ὁποῖα ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμός, ἀνταλλακτικά καὶ ὑλικά οἰασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω, ἐκτὸς καυσίμων καὶ λιπαντικῶν συμπεριλαμβανομένων καὶ τῶν ὀχημάτων εἴτε αὐτοκινουμένων εἴτε ὄχι, εἰς τὰ ὁποῖα ἔχουν στερεωθῇ μηχανήματα, ἐργαλεῖα, γεράνοι ἢ οἰασδήποτε ἄλλα ἐξαρτήματα οἰασδήποτε φύσεως ἀναγκαῖα διὰ τὰς ἐργασίας τοῦ Hunt καθὼς ἐπίσης καὶ ἐλκυστήρες καὶ τέλος τζιπ ἢ ἀντίστοιχα ὀχήματα παντὸς εἶδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἐξ κατὰ τὴν ἐναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἐν δι' ἑκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται δασμῶν εἰσγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν, εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Ὁ Hunt θὰ εἶναι ἐλεύθερος νὰ ἐξάγῃ καθ' οἷον δῆποτε χρόνον ὅλα τὰ μηχανήματα, ἐξοπλισμὸν καὶ ὑλικά συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ οἰασδήποτε φύσεως ὀχήματα τὰ εἰσαχθέντα παρὰ τοῦ Hunt 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 ἐξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἰωνδήποτε εἰδικὴν ἐξουσιοδότησιν ἢ ἀναγκαίαν ἀδειαν διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν εἰωδήποτε φόρων ἐξαγωγῆς, δασμῶν ἢ ἄλλων φόρων, τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ἡ περιπτώσει ὁ Hunt πωλήσῃ ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὁποῖα εἰσήγαγε συμφώνως πρὸς τοὺς ὅρους τοῦ παρόντος ἄρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένος νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου συμφώνως τῇ ἐν ἰσχύϊ ἐκάστοτε

νομοθεσίᾳ τῇ δυναμένῃ νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὸν Hunt ἐὰν ἡ πώλησις ἔχῃ γίνῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἕτερον πρόσωπον ἢ ἄλλην Ἐταιρείαν ἢ ἐργολάβον, οἱ ὁποῖοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ὡς ὁ Hunt κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

*Ἀρθρον 12.

Ἐγχώριος κατανάλωσις καὶ ἐξαγωγή.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ Hunt συνομολογοῦν ὅτι ὁ πρωταρχικὸς σκοπὸς τῆς παρούσης Συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἐγχωρίου ἀγορᾶς δι' ἐγχωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν τῆς καὶ ἀπαλλαγῇ τῆς Ἑθνικῆς Ἑλληνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποίησεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. Ὁ Hunt θὰ κέκτηται τὸ δικαίωμα εἰς οἰωνδήποτε στιγμὴν ἐλευθέρως ἐξαγωγῆς καθ' οἷον δῆποτε τρόπον καὶ ὅφ' οἰουσδήποτε ὁρους ἤθελεν οὗτος καθορίσει, ἄνευ ἰδιαιτέρας ἀδείας ἢ ἐγκρίσεως ἐκάστοτε καὶ ἄνευ καταβολῆς τελῶν ἐξαγωγῆς ἢ ἐτέρων φόρων, τελῶν ἢ ἐπιβαρύνσεως ἢ τελῶν χαρτοσήμου, πάσης παραγομένης ποσότητος πέραν,

(α) τῶν ἀναγκῶν τῆς Ἑλληνικῆς ἀγορᾶς ἢ

(β) τῶν πάσης φύσεως ποσοτήτων ὑδρογονανθράκων τὰς ὁποίας τὰ ὑπάρχοντα εἰς οἰωνδήποτε στιγμὴν καὶ ἐργαζόμενα ἐν Ἑλλάδι διῦλιστήρια ἐπεξεργάσθησαν, οἰασδήποτε τῶν ποσοτήτων τούτων εἶναι μικρότερα καὶ νὰ κρατῇ τὸ προῖόν τῶν τοιούτων πωλήσεων ἐκτὸς Ἑλλάδος, ὡς λεπτομερῶς καθορίζεται ἐν ἄρθρῳ 13.

Ἡτοι ἐὰν μὲν αἱ ἀνάγκαι τῆς Ἑλληνικῆς ἀγορᾶς εἶναι μικρότεραι τῶν ποσοτήτων ὑδρογονανθράκων τῶν ἐπεξεργασθεισῶν ὑπὸ τῶν ἐν Ἑλλάδι λειτουργούντων διῦλιστηρίων, ὁ Hunt θὰ δικαιούται νὰ ἐξάγῃ ἐλευθέρως τὰς πέραν τῶν ἀναγκῶν τῆς Ἑλληνικῆς ἀγορᾶς ποσότητας, ἐὰν δὲ αἱ ἐπεξεργασθεῖσαι ποσότητες ὑδρογονανθράκων ὑπὸ τῶν ἐν Ἑλλάδι λειτουργούντων διῦλιστηρίων εἶναι μικρότεραι τῶν ἀναγκῶν τῆς Ἑλληνικῆς ἀγορᾶς, ὁ Hunt θὰ δικαιούται νὰ ἐξάγῃ ἐλευθέρως τὰς πέραν τῶν ὑπὸ τῶν διῦλιστηρίων ἐπεξεργασθείσας ποσότητας. Κατὰ τὴν ἄσκησιν τοῦ δικαιώματος τούτου ὁ Hunt θὰ ἐπιδιώκῃ νὰ ἐξάγῃ ποσότητας ἀργοῦ πετρελαίου, πέραν τῶν ὡς ἄνω ὑπὸ ἐδάφια (α) καὶ (β) ἀναφερομένων, οἰασδήποτε εἶναι μικρότερα, ἐφ' ὅσον ὁ Hunt διαθέτει καταλλήλους ἀγορὰς διὰ τὰς ποσότητας ταύτας.

Ἐν περιπτώσει καθ' ἣν ὁ Hunt γνωρίσῃ ἐγγράφως τῷ Ἑλληνικῷ Δημοσίῳ ὅτι δὲν διαθέτει τοιαύτας ἀγορὰς, τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται :

(α) Εἴτε νὰ ἀποδεχθῇ τὴν δῆλωσιν τοῦ HUNT ἀπαλλάσσει οὕτω τὸν HUNT τῆς ὑποχρεώσεως παραγωγῆς καὶ ἐξαγωγῆς τῶν τοιούτων ἐπὶ πλέον ποσοτήτων.

(β) Εἴτε νὰ ὑποχρεώσῃ τὸν HUNT νὰ παραγάγῃ τοιαύτας ἐπιπροσθέτους ποσότητας, ἐντὸς πάντως τῶν ὑπὸ τοῦ ἄρθρου 6, παράγραφος 3, τιθεμένων περιορισμῶν, ὅποτε τὸ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται ἀντιστοίχως νὰ ἀγοράσῃ ἢ νὰ ἐπιμεληθῇ τῆς ἀγορᾶς τῶν τοιούτων ἐπὶ πλέον ποσοτήτων εἰς τὰς καθωρισμένας τιμὰς (Posted Price) τοῦ Ἑλληνικοῦ Δημοσίου παραμένοντος πάντοτε πρωτοφειλέτου τοῦ HUNT διὰ τὴν πληρωμὴν τῶν ποσοτήτων ἀργοῦ πετρελαίου ἀγορασθέντος κατὰ τὰ ἀνωτέρω, ἐφαρμοζόμενων καὶ πάντων τῶν ὑπολοίπων ἐφαρμοστέων ὁρων τῆς παρούσης Συμβάσεως.

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

4. Ὁ HUNT ὑποχρεοῦται νὰ ἐφοδιάζῃ τὸ Ἑλληνικὸν Κρατικὸν Διῦλιστήριον καὶ οἰωνδήποτε ἕτερον διῦλιστήριον

ἐν ἐνεργείᾳ ἐν Ἑλλάδι δι' ἐγχωρίου ἀργοῦ πετρελαίου εἰς ποσότητες 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 τοῦ HUNT (ἀναφερόμενα κατωτέρω ὡς «τὰ πρὸ τῆς ἀνακαλύψεως διυλιστήρια»), ἀργὸν πετρέλαιον εἰσαχθὲν εἰς ὑποκατάστασιν τοῦ ἐγχωρίου πετρελαίου, κατὰ τὰς διατάξεις τῶν παραγράφων 7, 8 καὶ 9 τοῦ παρόντος ἄρθρου.

5. Πρὸς τὸν σκοπὸν ὅπως ὁ HUNT δυνήθῃ νὰ συμμορφωθῇ πρὸς τὰς ἐν παρ. 4 ὡς ἄνω ὑποχρεώσεις του, τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ προβαίῃ εἰς τὰς ἀναγκαίαις ἐνεργείας ἵνα ἐξασφαλισθῇ ὅπως τὸ ἐν Ἑλλάδι παρὰ τοῦ HUNT παραγόμενον ἀργὸν πετρέλαιον τυγχάνῃ προτεραιότητος ἀγορᾶς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ παντὸς ἑτέρου ἐν Ἑλλάδι ὑφισταμένου Διυλιστηρίου, ἐναντι ἀργοῦ πετρελαίου εἰσαγομένου ἐκ τοῦ ἐξωτερικοῦ μέχρις ἱκανοποιήσεως τῶν ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς, πλὴν ὅμως καὶ ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον γνωστοποιήσῃ τῷ HUNT προσκομίζον καὶ τὰς ἀναγκαίαις ἀποδείξεις, ὅτι τὸ ἐγχώριον ἀργὸν πετρέλαιον τὸ παραγόμενον παρὰ τοῦ HUNT περιέχει εἰδικὰ τεχνικὰ στοιχεῖα ἢ διαφέρει σημαντικῶς ὡς πρὸς τὸ εἰδικὸν τοῦ βάρους 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 τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων πρὸς τὸν σκοπὸν παραγωγῆς τῶν ζητουμένων παρὰ τοῦ Ἑλληνικοῦ Δημοσίου κατηγοριῶν προϊόντων, θὰ ᾤξανον σημαντικά, δημιουργουμένης οὕτω οἰκονομικῆς ἐπιβαρύνσεως τούτου ἢ τούτων ἢ θὰ καθίστατο ἀναγκαία ἡ προσθήκη σημαντικῶν ἐγκαταστάσεων διὰ τὴν διύλισιν τοῦ ὡς ἄνω ἀργοῦ πετρελαίου, τότε ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου ὅπως ἐξασφαλίσῃ ὅτι τὸ ἐγχώριον ἀργὸν πετρέλαιον θὰ τυγχάνῃ προτεραιότητος ἀγορᾶς παρὰ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων καὶ ἡ ὑποχρέωσις τοῦ HUNT ὅπως ἐφοδιάζῃ τὰ διυλιστήρια ταῦτα δι' ἐγχωρίου ἀργοῦ πετρελαίου, θὰ ἐξαρτῶνται 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 ἀργοῦ πετρελαίου ἐν Ἑλλάδι εἰς οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης Συμβάσεως, τότε ἡ ὑποχρέωσις τοῦ HUNT νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου ἡ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τοῦ παραγόμενου παρὰ τοῦ HUNT ἀργοῦ πετρελαίου ἐν Ἑλλάδι, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τοῦ HUNT ἐν συγκρίσει πρὸς τὸ σύνολον τῆς παραγωγῆς ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' ὅλων τῶν παραγωγῶν. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παρ. 6 ποσοστῆτες ἀργοῦ πετρελαίου πράγματι παραδοθεῖσαι παρὰ τοῦ HUNT πρὸς ἅπαντα τὰ ἐν Ἑλλάδι διυλιστήρια συμφώνως πρὸς τὴν παρ. ταύτην 6, θὰ θεωροῦνται ὡς ἐξισούμεναι πρὸς τὰς ὑπὸ (α) ἢ (β) τῆς παρ. 2, τοῦ παρόντος ἄρθρου ἀναφερομένας ποσότητες, οἰανδήποτε εἶναι μικρότερα.

7. Ἐάν τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ HUNT 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 παραγρ. 5 ἀνωτέρω ἀναφερομένην γνωστοποίησιν πρὸς τὸν HUNT, ὁ HUNT θὰ ὑποχρεοῦται νὰ ὑποκαταστήσῃ τὸ παρ' αὐτοῦ παραγόμενον ἀργὸν πετρέλαιον δι' ἑτέρου ἀργοῦ πετρελαίου ἐξάγων τὸ παρ' αὐτοῦ παραγόμενον ἀργὸν πετρέλαιον καὶ εἰσάγων ἕτερον ἀργὸν πετρέλαιον ἐκ τῶν ἐκτὸς τῆς Ἑλλάδος πηγῶν τοῦ πλησιεστέρου καταλλήλου διὰ τὸ Ἑλληνικὸν Δημόσιον εἰδικοῦ 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 ἐπιτεύσεως ἱκανοποιητικῆς συμφωνίας ἢ μέχρι τῆς παρόδου τῆς ὡς ἄνω ἐξαμῆνου 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 μεγίστην ποσότητα ἐγχωρίου ἀργοῦ πετρελαίου παραγόμενου παρὰ τοῦ HUNT, ἣτις θὰ ἡδύνατο νὰ χρησιμοποιηθῇ παρὰ τῶν ὡς ἄνω διυλιστηρίων, διὰ προσαρμογῆς τῆς ποιότητος καὶ τοῦ εἰδικοῦ 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) Ὁ HUNT δὲν θὰ ὑποχρεοῦται νὰ παράγῃ ἀργὸν πετρέλαιον ὑπὲρ τὰς ὑπὸ ἐδάφιον (α) ὡς ἄνω ποσότητας ἵνα θεωρητὰ συμμορφωθείς πρὸς τὰς ἐν παραγρ. 4, ἀνωτέρω ἀναφερομένας ὑποχρεώσεις του.

8. α) Ἐπιφυλασσομένων τῶν διατάξεων τῆς παρ. 6 τοῦ παρόντος ἄρθρου τῶν λοιπῶν διατάξεων τούτου καὶ τῶν λοιπῶν ὅρων τῆς παρούσης Συμβάσεως. καὶ καθ' ὅσον ὑφιστάμεναι προγενέστεραι ὑποχρεώσεις τοῦ Ἑλλ. Δημοσίου ἐπιτρέπουσι τοῦτο, συμφωνεῖται ὅτι κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς σήμερον ὑφισταμένης συμβάσεως προμηθείας τῆς SOCONY, τὸ Ἑλλ. Δημόσιον ὑποχρεοῦται νὰ καταβάλλῃ πᾶσαν δυνατὴν προσπάθειαν, ἐντὸς τῶν ὑπὸ τῆς συμβάσεως τιθεμένων ὁρίων, ἵνα ἐξασφαλίσῃ τὴν προτεραιότητα ἀγορᾶς τοῦ παραγόμενου παρὰ τοῦ Hunt ἐγχωρίου ἀργοῦ πετρελαίου παρὰ τοῦ Ἑλλ. Κρατικοῦ Διυλιστηρίου μέχρι τοῦ συνόλου τῆς δυναμικότητος τοῦ Διυλιστηρίου τούτου ἢ τοῦ συνόλου τῶν ἀναγκῶν τῆς ἐγχωρίου ἀγορᾶς οἰανδήποτε τῶν δύο τούτων ποσοτήτων εἶναι μικρότερα.

β) Ἐάν, καὶ παρὰ τὴν προσπάθειαν ταύτην, τὸ Ἑλλ. Δημόσιον δὲν ἐπιτύχῃ τὸν ὡς ἄνω σκοπὸν, τότε θὰ ὑποχρεοῦται τοῦτο ὅπως ἐξασφαλίσῃ τὴν παρὰ τοῦ Ἑλλ. Κρατικοῦ Διυλιστηρίου ἀγορὰν ποσότητος ἐκ τοῦ παρὰ τοῦ Hunt παραγόμενου ἀργοῦ πετρελαίου ἐξισουμένης τοῦλάχιστον πρὸς τὰ τριάκοντα ἐπὶ τοῖς ἑκατὸν (30%) τῆς δυναμικότητος τοῦ Διυλιστηρίου τούτου, ἐπιφυλασσομένων ἐν τῇ περιπτώσει ταύτῃ τῶν διατάξεων τῆς παραγρ. 6 τοῦ παρόντος ἄρθρου τῶν λοιπῶν διατάξεων τούτου τῶν λοιπῶν ὅρων τῆς παρούσης Συμβάσεως καὶ καθ' ὅσον ὑφιστάμεναι προγενέστεραι ὑποχρεώσεις τοῦ Ἑλληνικοῦ Δημοσίου ἐπιτρέπουσι τοῦτο.

9. Πᾶσα ποσότης ἀργοῦ πετρελαίου εἰσαγομένη ἐν Ἑλλάδι διὰ τὰς ἀνάγκας τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως διυλιστηρίων κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου, θὰ θεωρητὰ ἐγχώριον ἀργὸν πετρέλαιον ἐν τῇ ἐννοίᾳ τῆς παραγρ. 4. τοῦ παρόντος ἄρθρου.

10. Ἐάν τὸ ἐγχώριον ἀργὸν πετρέλαιον εἶναι 20° API καὶ πλέον, ὁ δὲ HUNT ἀντικαταστήσῃ κατὰ τὰ ἐν παραγρ. 7, 8. καὶ 9 ἀνωτέρω διαλαμβανόμενα ὁ HUNT θὰ εἰσάγῃ ἀργὸν πετρέλαιον εἰς ποσότητας ἴσας πρὸς τὰς ἐξαγομένας ποσότητας. Ἐάν τὸ ἐγχώριον ἀργὸν πετρέλαιον εἶναι κάτω τῶν 20° API καὶ ὁ HUNT ἀντικαταστήσῃ κατὰ τὰ ἐν παραγράφῳ 7, 8 καὶ 9 ἀνωτέρω διαλαμβανόμενα, ἡ ποσότης ἀργοῦ πετρελαίου ἣν θὰ εἰσάγῃ ὁ HUNT θὰ περιορίζεται εἰς ποσότητα ἀξίας CIF λιμένα εἰσαγωγῆς ἴσης πρὸς τὰ 1500)ο τῆς ἀξίας FOB λιμένος ἐξαγωγῆς τοῦ ἐξαχθέντος ἀργοῦ πετρελαίου, ὑπολογιζομένη ἐπὶ τῇ βάσει τῆς τιμῆς ἀργοῦ πετρελαίου ὁμοίας ποιότητος εἰδικοῦ βάρους 35° API.

Αἱ ἐξαγωγαὶ ἀργοῦ πετρελαίου ὑπὸ τοῦ HUNT θὰ πραγματοποιοῦνται εἰς τὴν ὑπὸ τοῦ HUNT καθορισθεῖσαν (Posted) τιμὴν ἐν Ἑλλάδι κατὰ τὰ ἐν παραγρ. 11. ἐδαφ. (β) τοῦ παρόντος ἄρθρου ὀριζόμενα, πλέον ἐξόδων μεταφορᾶς ἐκ τῶν ἀποθηκευτικῶν χώρων τοῦ ἐργοταξίου εἰς τὸν Ἑλληνικὸν λιμένα φορτώσεως, αἱ δὲ εἰσαγωγαὶ εἰς τὰς διεθνεῖς ἀγοράς τιμᾶς.

Ἐάν τὸ ἐγγώριον ἄργον πετρέλαιον εἶναι 10° API ἢ καὶ ὀλιγώτερον, τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ὑποχρεοῦται νὰ ἐξασφαλίσῃ προτεραιότητα ἀγορᾶς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου καὶ ἐτέρων Διυλιστηρίων ὑπαρχόντων τότε ἐν Ἑλλάδι καὶ ὁ HUNT δὲν θὰ ὑποχρεοῦται νὰ παράγῃ τὸ τοιοῦτον ἄργον πετρέλαιον.

Τὸ Ἑλληνικὸν Δημόσιον ἐν τούτοις συμφωνεῖ ὅτι θὰ ὑποχρεοῖ τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ τὰ ἕτερα ἐν Ἑλλάδι Διυλιστήρια νὰ ἀγοράζωσι τὸ ἄργον τοῦτο πετρέλαιον, καθ' ἣν ἔκτασιν ἕκαστον τούτων δύναται νὰ χρησιμοποιοῖ ὡς καύσιμον ὕλην διυλιστηρίου (FUEL) παραγωγὴν ἀσφάλτου κλπ. καὶ ὑπὸ τὸν ὅρον ὅτι εἰς τὴν περιπτώσει ταύτῃ ἡ ἐκμετάλλευσις τῶν διυλιστηρίων τούτων δὲν ἐπηρεάζεται δυσμενῶς.

Ἐπιπροσθέτως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ παρέχῃ τὸ μέγιστον ὅριον τῆς συνεργασίας του, πρὸς τὸν σκοπὸν τῆς προωθήσεως τῆς χρήσεως τοῦ τοιούτου ἄργου πετρελαίου ὡς ὑποκαταστάτου τοῦ μαζούτ (FUEL OIL) εἰς βιομηχανίας ἐν Ἑλλάδι.

11. (α) Πρὶν ἢ ὁ HUNT καταστῇ ἐξαγωγεὺς ἄργου πετρελαίου, ἡ τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον ἐν Ἑλλάδι διυλιστήριον νὰ ἀγοράζῃ ἄργον πετρέλαιον παραγόμενον παρὰ τοῦ HUNT ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου τοῦ HUNT αἱ δὲ τιμαὶ αὗται θὰ εἶναι ὁ μαθηματικὸς μέσος ὅρος κατὰ τὴν διάρκειαν τοῦ ἐν λόγῳ μηνὸς τῶν POSTED τιμῆς ἢ τιμῶν (ὡς αὗται καθορίζονται εἰς τὸ Platts Oilgram ἢ ἄλλα ἀνάλογα δημοσιεύματα), τοῦ ἄργου πετρελαίου εἰς Sidon καὶ Tripoli (Lebanon) Banias (SYRIA) καὶ τὸ Ἠνωμένον Βασίλειον τῆς Λιβύης (ἐφ' ὅσον ὑφίσταται Posded τιμαὶ ἐπιχειρήσεων ἐξαγουσῶν ἄργον πετρέλαιον ἐκ τῆς Λιβύης) μετὰ τὰς συνήθεις διορθώσεις διὰ διαφορὰν εἰδικῶν βάρους καὶ ποιότητος.

(β) Ὅταν ὁ HUNT καταστῇ ἐξαγωγεὺς ἄργου πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν προσφοράς (Posded) εἰς τοὺς ἀποθηκευτικούς χώρους τοῦ ἐργοταξίου του, ἡ τιμὴ εἰς ἣν τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον καὶ οἰονδήποτε ἕτερον διυλιστήριον ἐν Ἑλλάδι ὑποχρεοῦται νὰ ἀγοράζῃ τὸ Ἑλληνικὸν ἄργον πετρέλαιον θὰ εἶναι ἡ ὡς ἄνω τιμὴ. Ἡ τοιαύτη προσφερομένη τιμὴ (Posded) θὰ λαμβάνῃ ὑπ' ὄψιν τῆς τὰς γενικᾶς διεθνεῖς συνθήκας τῆς ἀγορᾶς πετρελαίου τὰς ἰσχυρούσας κατὰ τὴν στιγμὴν ἐκείνην, λαμβανομένων ὑπ' ὄψιν τῶν ποιοτικῶν χαρακτηριστικῶν καὶ τῆς τοποθεσίας τοῦ ἐξαγομένου ἄργου πετρελαίου.

12. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν Hunt διὰ ποσὰ ὀφειλόμενα διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνονται ἐντὸς δέκα ἡμερῶν ἀπὸ τῆς ἡμέρας παρουσιάσεως ὑπὸ τοῦ Hunt τοῦ σχετικοῦ λογαριασμοῦ. Ἐν περιπτώσει μὴ καταβολῆς τοῦ τοιούτου ποσοῦ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἐντὸς δέκα ἡμερῶν ἀπὸ τῆς λήψεως τοῦ λογαριασμοῦ, ὁ HUNT, ἐπιφυλασσόμενος τῶν νομίμων δικαιωμάτων του, περιλαμβανομένων καὶ τῶν δικαιωμάτων του διὰ ζημίας, δύναται νὰ διακόψῃ τὴν παράδοσιν ὑδρογονανθράκων πρὸς τὸ Ἑλληνικὸν Κρατικὸν Διυλιστήριον ἐφ' ὅσον τυχὸν παράγονται καὶ δύναται νὰ διαθέσῃ τούτους ὑπὸ κατὰ τὴν κρίσιν του ὅρους περιλαμβανομένου καὶ τοῦ καθορισμοῦ τῆς τιμῆς ἐντὸς ἢ καὶ ἐκτὸς τῆς Ἑλλάδος ἢ καὶ νὰ διακόψῃ τὴν παραγωγὴν.

13. Ἐάν ὁ HUNT ἔχῃ εἰς τὴν ἰδιοκτησίαν του καὶ ἐκμεταλλεῖται ἀγωγούς διὰ μεταφορὰν ἄργου πετρελαίου καὶ ἢ διὰ μεταφορὰν ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ παρὰ τοῦ HUNT τὴν μεταφορὰν τοῦ ἄργου πετρελαίου ἢ τοῦ φυσικοῦ ἀερίου τοῦ ἀγορασθέντος παρὰ τούτου, μέσῳ τῶν τοιούτων ἀγωγῶν ἢ γραμμῶν μεταφορᾶς ἀερίων (GASOLINES) εἴτε μέχρι τοῦ τέρματός των ἢ μέχρις οἰονδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ γίνῃ παρὰ τοῦ HUNT εἰς τὴν τιμὴν κόστους σὺν δέκα τοῖς ἑκατὸν (100/100).

Ἡ παρούσα παράγρ. 13, δὲν θὰ ἐρμηνεύηται ὡς ὑποχρέωσις τοῦ HUNT νὰ κατασκευάσῃ οἰονδήποτε ἀγωγὸν ἄργου πετρελαίου ἢ ἀερίου ἢ οἰονδήποτε ἐγκατάστασιν

μεταφορᾶς ἐπὶ πλεόν των ὧν θὰ κέκτηται ἢ θὰ χρησιμοποιοῖ εἰς οἰονδήποτε στιγμὴν, οὔτε καὶ νὰ κατασκευάσῃ προσθέτους ἐγκαταστάσεις ἐν σχέσει πρὸς τοιοῦτους ἀγωγούς ἢ τοιαύτας ἐγκαταστάσεις μεταφορᾶς, πλὴν ἀντιθέτως ἀμοιβαίως ἱκανοποιητικῆς συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ HUNT ἐπὶ τοῦ θέματος τούτου ἐν τῷ μέλλοντι.

14. Πρὸς τὸν σκοπὸν τοῦ καθορισμοῦ τῆς εἰς δραχμὰς τιμῆς ἄργου πετρελαίου κατ' ἐφαρμογὴν τῶν διατάξεων τοῦ παρόντος ἄρθρου, ἡ ἐφαρμοστέα τιμὴ τῆς διεθνούς ἀγορᾶς καὶ τὰ ἔξοδα μεταφορᾶς, ἐφ' ὅσον καθορίζονται εἰς ἄλλοδαπὸν νόμισμα, θὰ μετατρέπονται εἰς τὸ ἰσότημὸν των εἰς δραχμὰς εἰς τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συναλλάγματος, ὡς καθορίζονται ἐν παραγρ. 6 τοῦ ἄρθρου 13, εἰς ἃς ὁ HUNT δικαιούται νὰ ἀγοράζῃ ξένον συναλλάγμα διὰ δραχμῶν κατὰ τὸν ἀντίστοιχον ἡμερολογιακὸν μῆνα.

Ἄρθρον 13.

Συναλλάγμα Ἐξωτερικὸν

1. Ἐφ' ὅσον ὁ HUNT δὲν θὰ πραγματοποιοῖ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων, κατὰ τὸ ἄρθρον 12, αἱ ἐργασίαι, κατὰ τὴν παρούσαν σύμβασιν θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τοῦ HUNT διὰ τῶν εἰς ξένον συναλλάγμα κεφαλαίων του καὶ κατὰ τὸν ἀκόλουθον τρόπον,

(α) Διὰ τῆς μετατροπῆς εἰς δραχμὰς (GREEK CURRENCY) μέσῳ Τραπεζῶν ἢ προσώπων ἐπισήμως ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς Ἑλληνικὰς δραχμὰς καὶ ξένον συναλλάγμα, δολλαρίων ΗΠΑ ἢ ξένου συναλλάγματος ἐλευθέρως μετατρεψίμου εἰς δολάρια ΗΠΑ εἰς ποσότητας ἐπαρκεῖς διὰ νὰ καλύψωσι τὰς εἰς δραχμὰς δαπάνας τῶν ἐργασιῶν του εἰς μετρητὰ, περιλαμβανομένων τῶν οἰονδήποτε πληρωμῶν του πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ τρίτους.

(β) Δι' ἀπ' εὐθείας ἀγορᾶς καὶ ἢ μισθώσεως εἰς τὸ ἐξωτερικὸν διὰ τοῦ ἰδίου αὐτοῦ συναλλάγματος, καὶ τῆς ἐλευθέρως καὶ ἀπεριορίστου εἰσαγωγῆς καὶ ἢ χρησιμοποίησεως εἰς Ἑλλάδα μηχανημάτων, ὕλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἰασδήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτούμενων ὑπὸ τοῦ HUNT καὶ διὰ τὰς ἐργασίας περὶ τῶν ἢ παρούσα συμφωνία.

2. Ἀμα τῇ ἐνάρξει τῆς παραγωγῆς, ὁ HUNT θὰ δικαιούται νὰ ἀντιμετωπίσῃ τὰς εἰς μετρητὰ ὑποχρεώσεις του διὰ τὰς ἐργασίας του ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ τὴν μορφήν στρεμματικοῦ φόρου δικαιωμάτων καὶ φόρων, ἐκ τῶν εἰς δραχμὰς ἐσόδων τῶν ἀποκτωμένων ὑπὸ τοῦ HUNT ἐκ τῶν κατ' ἄρθρον 12 εἰς τὴν ἐγγώριον ἀγορὰν πωλήσεων.

Ὅταν τὰ εἰς δραχμὰς ἔσοδα τοῦ HUNT ὑπερβαίνουν τὰς εἰς δραχμὰς ἀνάγκας τῶν ἐργασιῶν εἰς μετρητὰ, ὁ HUNT θὰ δικαιούται νὰ μεταφέρῃ εἰς τὸ ἐξωτερικὸν τὰ τοιαῦτα πλεονάσματα, τὰ προερχόμενα ἐκ τῆς ἐγγωρίου πωλήσεως ὑδρογονανθράκων ἀνευ προσηγουμένης ἀδείας ἢ ἐγκρίσεως οἰασδήποτε φύσεως. Αἱ μεταφοραὶ αὗται θὰ γίνονται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δραχμῶν εἰς δολάρια ΗΠΑ καὶ ἢ κατόπιν συμφώνου γνώμης τῆς Τραπεζῆς τῆς Ἑλλάδος, εἰς ἕτερον συναλλάγμα μετατρεψίμου εἰς δολάρια ΗΠΑ. Ὁ HUNT ἐν τούτοις δικαιούται ὡσαύτως καὶ διαξυγκτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δραχμὰς πλεονάσματά του, ἢ καὶ νὰ ἐπενδύσῃ ταῦτα εἰς ἐντόκους καταθέσεις ἢ χρεώγραφα ἢ οἰονδήποτε ἕτερον ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἄλλοδαπούς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἰσχύοντας Νόμους. Ἐπενδύσεις εἰς μετοχὰς Ἑταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἐγκρίσιν τοῦ Ἑλληνικοῦ Δημοσίου, ἥτις ἐγκρίσις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ εἰμὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος. Αἱ διατάξεις τῆς ἐκάστοτε ἰσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἄλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι ὡς καὶ αἱ περὶ δεσμεύσεως ὁμολογιῶν καὶ μετοχῶν ἢ ἐτέρων περιουσιακῶν στοιχείων, δὲν τυγχάνουν ἐφαρμογῆς ἐν προκειμένῳ.

(α) Ὁ HUNT θὰ δικαιούται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἐξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συναλλά-

γμα προΐδον τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δραχμὰς ἀναγκῶν διὰ τὰς ἐργασίας τοῦ HUNT εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϊόντος ἐξ ἐκδόσεως μετοχῶν (STOCK), δανείων οἰασθήποτε μορφῆς καὶ ἄλλων προκαταβολῶν, ἐσόδων εἰς συνάλλαγμα προερχομένων ἐκ τῶν εἰς τὸ ἐξωτερικὸν πωλήσεων ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12 ἢ ἐξ ἄλλων πηγῶν ὡς καὶ πλεονασμάτων εἰς δραχμὰς μεταφερθέντων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἁρθρου.

(θ) Ἀντιθέτως, ἐὰν τὰ εἰς δραχμὰς ἔσοδα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρογονανθράκων δὲν ἐξαρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας τοῦ ἀναγκῶν εἰς δραχμὰς, τότε ὁ HUNT θὰ μετατρέπη εἰς δραχμὰς μέσῳ Τραπεζῶν ἢ προσώπων νομίμως ἐξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα προσώπων, δολ. ΗΠΑ ἢ ξένον συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. ΗΠΑ, εἰς ποσότητες ἐξαρκούσας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἐργασίας τοῦ εἰς δραχμὰς ἀναγκῶν.

(γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχεῖον (β) ὡς ἄνω τῆς παρούσης παραγρ. 3 τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπη εἰς τὸν HUNT νὰ μεταφέρῃ εἰς Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλ. ΗΠΑ ὑπὸ τὸν ὅρον ὅτι :

1. Τοιοῦτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἐξαχθέντων ἐξ Ἑλλάδος.

2. Ὁ HUNT ἀδυνατεῖ νὰ διατηρήσῃ ἢ νὰ αὐξήσῃ τὸν ὅγκον τῶν ἐξαγωγῶν του, ἐὰν οὗτος ἀπῆται πληρωμὴν εἰς δολλάρια ΗΠΑ ἢ ἄλλον συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλάρια ΗΠΑ.

3. Τὸ Ἑλληνικὸν 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 ἐξωτερικὸν συμφώνως τῷ παρόντι ἁρθρῷ θὰ καθιστᾷ εἰς τὸν HUNT δυνατὴν τὴν κάλυψιν πλήρως τῶν, βάσει τῆς παρούσης Συμβάσεως, εἰς συνάλλαγμα δαπανῶν του, περιλαμβανομένων καὶ τῶν ἀγορῶν καὶ ἢ μισθώσεων μηχανημάτων, ἐφοδίων, ὑλικῶν, ὡς καὶ ὑπηρεσιῶν πάσης φύσεως ἀναγκαίων εἰς τὸν HUNT διὰ τὰς βάσει τῆς παρούσης Συμβάσεως ἐργασίας αὐτοῦ.

5. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης Συμβάσεως πλεονάσματα εἰς δραχμὰς τοῦ HUNT ἐκ τῶν ἀναγκῶν του εἰς μετρητά διὰ τὰς ἐργασίας του εἰς δραχμὰς καὶ πλεονάσματα κεφαλαίων εἰς δραχμὰς, θὰ ἐρμηνεύηται ὡς σημαίνοντα πᾶν ποσὸν δραχμῶν μὴ ἀναγκιῶν κατὰ μίαν ὠρισμένην ἡμέραν πρὸς κάλυψιν τῶν ληξιπροθέσμων καὶ πληρωτέων ὑποχρεώσεων τοῦ HUNT κατὰ τὴν ἡμέραν ἐκείνην εἰς δραχμὰς διὰ τὰς ἐγχωρίους ἀνάγκας τῆς ἐργασίας, φόρων, μισθωμάτων καὶ ὑπολοίπων εἰς δραχμὰς ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τοῦ HUNT μέσῳ Τραπεζῶν ἢ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δραχμὰς καὶ ξένον συνάλλαγμα εἰς δολλ. ΗΠΑ ἢ ἄλλων μετατρέψιμων εἰς δολλ. ΗΠΑ νομισμάτων, τὸ ἀναγκαιοῦν εἰς τὸν HUNT ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δραχμὰς πλεονασμάτων. Τὸ τοιοῦτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τοῦ HUNT ἀμέσως καὶ ἄνευ καθυστέρησεως ὅποτε ζητεῖται ἐπὶ τῇ βεβαιώσει τοῦ HUNT ὅτι ἡ αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητά ἀναγκῶν εἰς δραχμὰς τῆς ἡμέρας ἐκείνης. Ὁ HUNT πρὸς τοῦτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς. (AGENTS) ἐβδομαδιαίως καὶ μηνιαίως, καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐξακρίβωσιν ὅτι ἡ μεταφορὰ κεφαλαίων ἢ πραγματοποιηθεῖσα ὑπὸ τοῦ HUNT κατὰ τὴν ἀντιστοιχον περιόδον ἀποτελεῖ μεταφορὰς δραχμῶν πλεοναζόντων κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως.

7. Ἐὰν ὁ HUNT ρευστοποιήσῃ ἐν Ἑλλάδι οἰονδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσυχθὲν ἐκ τοῦ ἐξωτερικοῦ εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ἢ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἄνευ καθυστέρησεως εἰς τὴν διάθεσιν τοῦ HUNT μέσῳ Τραπεζῆς ἢ μέσῳ ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δραχμὰς ἢ εἰς ξένον συνάλλαγμα ποσὸν εἰς δολλάρια ΗΠΑ ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς τοιαύτης ρευστοποιήσεως ποσὸν δραχμῶν.

8. (α) Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν του συμφώνως πρὸς τὴν παρούσαν Σύμβασιν ὁ HUNT 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 ἰσχυούσης γενικῶς δι' ἐτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶσαν πρὶμ συναλλάγματος, ἐπιβαρύνσεις, διαφορὰν ἐπὶ ἑλαττον (AGIOS), φόρους συναλλάγματος καὶ μεσιτείας οἰασθήποτε φύσεως τυχόν ἐπιτροπομένης 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 υἱοθετῆσαι σύστημα διαφορικῶν τιμῶν συναλλάγματος ἢ σύστημα πολλαπλῶν PRIMES ἐξαγωγῶν καὶ ἐπιβαρύνσεων εἰσχωγῶν, τότε ἡ τιμὴ συναλλάγματος εἰς τὴν ὁποίαν ὁ HUNT θὰ δύναται νὰ ἀγοράζῃ καὶ νὰ πωλῇ ξένον συνάλλαγμα δὲν θὰ εἶναι 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 ὑπολογίζηται ἄνευ καθυστέρησεως καὶ ἐν ἀνάγκῃ ἐπὶ προσωρινῆς βάσεως καὶ ἡ τιμὴ θὰ κρατῇται ὅσον τὸ δυνατόν τρέχουσα χρησιμοποιουμένων 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 ὁ HUNT τυχὸν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ὁ HUNT διὰ τὰ λογιστικὰ βιβλία του μόνον, θὰ μετατρέπη ἀπάσας τὰς δαπάνας του, ἐπιβαρύνσεις καὶ ὑποχρεώσεις του, ὡς καὶ τὰ εἰς ξένον συνάλλαγμα ἔσοδά του 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 παραγρ. 8 τοῦ παρόντος ἁρθρου, εἰς ἣν ὁ HUNT δικαιούται νὰ ἀγοράζῃ δραχμὰς διὰ ξένου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἐκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τοῦ HUNT.

10. Ἐὰν καὶ ὅποτεν ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμὸς τιμῶν ἀγορᾶς καὶ πωλήσεως δολλαρίων ΗΠΑ, αἱ τιμαὶ συναλλάγματος διὰ δολλάρια ΗΠΑ, ὡς καθορίζεται ἐν παρ. 14 τοῦ ἁρθρου 12, ὡς καὶ ἐν τῇ ὡς ἄνω παραγρ. 9 τοῦ παρόντος ἁρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ξένης Τραπεζῆς τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπεζῆς ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλ. ΗΠΑ ὡς καθορίζεται εἰς τὴν παραγρ. 8 τοῦ παρόντος ἁρθρου, αἱ νομίμως ἐπιτευνκταὶ 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, μέσῳ Ἑλληνικῶν ἢ ξένων Τραπεζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT.

11. Ὁ HUNT δικαιούται ἐλευθέρως ἄνευ προηγουμένης ἀδείας ἢ ἐγκρίσεως νὰ συνομολογῇ οἰασθήποτε εἰς ξένον νόμισμα ἢ συνάλλαγμα δικαιοπραξίας ὅπουδήποτε ἐκτελε-

στάς ἐφ' ὅσον συνομολογούνται αὐταὶ μετὰ προσώπων ἢ ἐπιχειρήσεων ἐγκατεστημένων εἰς τὴν ἄλλοδαπὴν.

Ἄρθρον 14.

Λοιπαὶ Ὑποχρεώσεις τοῦ HUNT

1. Ὁ HUNT ὑποχρεοῦται νὰ κρατῇ ἀκριβῆ στοιχεῖα ἀπασῶν τῶν ἐργασιῶν του, ἐρευνητικῶν, γεωτρήσεως, παραγωγῆς, μεταφορᾶς καὶ πωλήσεων.

2. Ὁ HUNT θὰ ὑποβάλλῃ εἰς διπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἀπᾶσας τὰς ἐργασίας του ἐρέυνας καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς. Ἐπεξηγηματικὸν ὑλικὸν ὡς π.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα, δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου καὶ ὕδατος, κλπ. θὰ τηροῦνται ὑπὸ τοῦ HUNT εἰς τοὺς ἰδίους αὐτοῦ χώρους συμφωνουμένου ὅτι ἀρμόδιοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὑλικόν, δι' ἰδίαν αὐτοῦ χρῆσιν, ὁ HUNT θὰ συμμερφοῦται πρὸς τὸ αἶτημα τοῦτο ἐφ' ὅσον ἡ τιαυτὴ συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις δαπάνας διὰ τὸν HUNT, δὲν καθυστερεῖ ἢ ἐμποδίζει τὰς ἐργασίας του καθ' οἷονδήποτε τρόπον καὶ δὲν καταλήγει εἰς τὴν ἀποκάλυψιν στοιχείων καὶ πληροφοριῶν ἅτινα ὁ HUNT ἐπιθυμεῖ νὰ διατηρήσῃ ἐμπιστευτικά.

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

4. Ὁ HUNT θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπ' αὐτοῦ διὰ γεωτρήσεις, τὴν ἑναρξιν καὶ συμπλήρωσιν τῶν ἐργασιῶν γεωτρήσεως ἢ καὶ διακοπὴν αὐτῶν ὡς καὶ τὰ τῆς ἀνακαλύψεως ὑδρογονανθράκων.

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

5. Οἰκονομικαὶ ἐκθέσεις τοῦ HUNT θὰ ὑποβάλλωνται ὑπὸ τοῦ HUNT εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἐκάστης διαχειριστικῆς περιόδου.

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημένοι ὑπηρεσίαι θὰ δικαιούνται νὰ ἐπιθεωροῦν περιοδικῶς τὰς ἐπισήμους καταστάσεις καὶ βιβλία τοῦ HUNT κατὰ τρόπον ὅμως μὴ παρακωλύοντα τὰς ἐργασίας τοῦ HUNT, πρὸς τὸν σκοπὸν τῆς βεβαιώσεως τῆς ἀκριβείας τῶν ἐγγραφῶν.

6. Ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ὑπουργείου Βιομηχανίας καὶ εἰδικώτερον τῶν ἐπιστημονικῶν καὶ τεχνικῶν Ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιούνται νὰ ἐπισκέπτονται τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τοῦ HUNT πρὸς τὸν σκοπὸν ὅπως πληροφοροῦνται τὴν πρόοδον τούτων. Αἱ ἐπισκέψεις αὐταὶ θὰ λαμβάνουν χώραν κατὰ τρόπον ὥστε νὰ μὴ παρακωλύωνται αἱ τρέχουσαι ἐργασίαι τοῦ HUNT.

7. Ἐξαιρέσει 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 ὑλικὸν διαβιβασζόμενα ὑπὸ τοῦ HUNT ὡς ἐμπιστευτικά,

ἐκτὸς ἐὰν ὁ HUNT εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὠρισμένην τινα 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 τῶν ἢ ἐτέρους σκοποῦς, τὰ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίας παραχωρουμένας πρὸς τοῦτο ὑπὸ τοῦ HUNT τρία (3) ἔτη μετὰ τὴν λήξιν τῶν δικαιωμάτων τοῦ HUNT ἐν σχέσει πρὸς ὠρισμένην ἐρευνητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἀμέσως μετὰ τὴν λήξιν τῆς παρούσης συμβάσεως.

Ὁ HUNT δὲν θὰ ἀρνῆται ἀναιτίως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἐγκρίσιν του διὰ τὴν δημοσίευσιν ἢ τὴν γνωστοποίησιν εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν δημοσιεύσεως ἢ ἄλλως καὶ ἐνωρίτερον τῶν ἐν τῇ προηγουμένῃ φράσει καθοριζομένων εἰδικῶν τμημάτων ἐκ τῶν παρὰ τοῦ HUNT δοθεισῶν πληροφοριῶν, ἐὰν κατὰ τὴν κρίσιν τοῦ HUNT τοῦτο δύναται νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόντων αὐτοῦ.

Ἄρθρον 15.

Κατάληψις ἐδάφους — Δουλεῖα Διόδου — Δικαιώματα χρησιμοποίησεως ὑδάτων καὶ οἰκοδομικῶν ὑλικῶν.

1. Ὁ HUNT θὰ ἔχῃ τὸ δικαίωμα νὰ καταλαμβάνῃ καὶ χρησιμοποιῇ ἄνευ ἀποζημιώσεως τινος καὶ κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακά ὕδατα καὶ λατομικοὺς χώρους μὴ μεμισθωμένους, ἅτινα εἶναι ἀναγκαῖα διὰ τὴν διεκπεραίωσιν τῶν ἐκ τῆς συμβάσεως ταύτης ἐργασιῶν ἐφ' ὅσον ταῦτα ἀνήκουσιν κατὰ κυριότητα εἰς τὸ Ἑλληνικὸν Δημόσιον.

Ἐὰν οἱ ἀναγκαῖοι χῶροι ἀνήκουσιν εἰς ἰδιώτας ἢ ἕτερα νομικά πρόσωπα ἢ κατάληψις τούτων θὰ πραγματοποιηθῇ βάσει τῶν κειμένων Νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχόν ἀναγκαιούσαι διὰ τὰς ἐρεῦνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ἰδιοκτησιῶν, περιλαμβανομένων καὶ γαιῶν περικλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακά ὕδατα ἢ πηγὰς, θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνη καὶ δαπάναις τοῦ HUNT. Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεως ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλείων διατάξεις τοῦ Μεταλλευτικοῦ Κώδικος ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἐτέρων δυνάμενων 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 Ἀῆμοι καὶ Κοινότητες, ὡς καὶ οἱ ἰδιοκτῆται ἢ κάτοχοι ἀγροτικῶν ἢ ἀστικῶν ἀκινήτων ὑποχρεοῦνται νὰ ἐπιτρέπωσι τὴν διέλευσιν ὑπογείων σωληνώσεων μεταφορᾶς ὑδρογονανθράκων ἢ καὶ, ὅπου ἡ 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 τοῦ HUNT 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 τοῦ HUNT ἀποζημιώσεις καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων ἐκάστοτε ἰσχυοῦσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἰσχυοῦσας διατάξεις δουλεῖα ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τοῦ HUNT τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ τούτου.

Ὁ HUNT δικαιούται προσέτι νὰ ποιῆται χρῆσιν τῶν ὡς αἰκείας διατάξεις τοῦ Α.Ν. 1540/1938 ἀρθ. 12

καὶ τοῦ Α.Ν. 2344]1940 «περὶ αἰγιαλοῦ καὶ παραλίας» καὶ παντὸς ἐτέρου δυναμένου νὰ τύχη ἐφαρμογῆς Νόμου, χώρων καὶ ζωνῶν λιμένων, προκυμαιῶν καὶ ὄρμων ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων τόσον ἐπὶ τῶν προβλήτων, προκυμαιῶν καὶ ὄρμων ὅσον καὶ ἐντὸς τῆς θαλάσσης.

4. Καθυστερήσεις εἰς τὰς ἐργασίας τοῦ HUNT καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων τοῦ βάσει τῆς παρούσης Συμβάσεως, ὀφειλόμεναι εἰς ἔλλειψιν ἀπαραιτήτου διὰ τὰς ἐργασίας ἐνεργείας καὶ ἀδείας οἰασδῆποτε Κρατικῆς Ἀρχῆς ἢ τρίτου, μὴ δυναμένης νὰ ἀρθῇ δι' ἐπιμελοῦς καὶ προσηκούσης ἐνεργείας ἐκ μέρους τοῦ HUNT θὰ θεωρῆται ἄνωτέρα βία, συνεπιφέρουσα καὶ ἀπάσας τὰς συνεπείας ἀνωτέρας βίας.

Ἄρθρον 16.

Χρησιμοποίησις Ἐργολάβου

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τοῦ HUNT συμφώνως πρὸς τὴν παρούσαν Σύμβασιν, περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἐρευνῶν καὶ βαθέων ἐξερευνητικῶν γεωτρήσεων, ὁ HUNT θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλήρες κείμενον ὅλων τῶν συμβάσεων τῶν συνολογούμενων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, ὡς ἐν προηγουμένῃ παραγράφῳ 1, θὰ ἀνακοινῶται ὑπὸ τοῦ HUNT πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑποχρεούμενου τούτου νὰ τηρῇ τὰ κείμενα τῶν τοιούτων συμβάσεων ἐμπιστευτικά.

3. Αἱ διατάξεις τῶν ἄρθρων 11 καὶ 17 τῆς παρούσης Συμβάσεως θὰ ἐφαρμόζονται ἐπὶ τοῦ HUNT καὶ ἐπὶ τῶν ὡς ἄνω ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἄλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἄρθρου 13 τῆς παρούσης Συμβάσεως θὰ ἐφαρμόζονται μόνον ἐπὶ τοῦ HUNT καὶ ἐπὶ ἄλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους καὶ ὑπεργολάβους ὑπὸ τοῦ HUNT κατὰ τὴν διάρκειαν οἰασδῆποτε διαχειριστικῆς περιόδου θὰ θεωροῦνται ὡς ἐπενδύσεις τοῦ HUNT συμφώνως πρὸς τὰ ἐν ἄρθρῳ 3 τῆς παρούσης Συμβάσεως ὀριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τοῦ HUNT ἐργασία θὰ θεωρῆται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τοῦ HUNT κατὰ τὴν ἐννοίαν τῶν ἄρθρων 4 καὶ 6 τῆς παρούσης συμβάσεως. Ὁ HUNT ὑπέχει οὐχ ἥττον εἰς τὴν περίπτωσιν ταύτην ἀπάσας τὰς ἐκ τῆς παρούσης Συμβάσεως εὐθύνas.

Ἄρθρον 17.

Ἀπασχόλησις ἑλληνικοῦ καὶ ξένου προσωπικοῦ

1. Ὁ HUNT θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ διὰ τὰς ἐργασίας του ἐν Ἑλλάδι, διευθύνον, τεχνικὸν καὶ εἰδικευμένον διοικητικὸν προσωπικὸν εἴτε πρόκειται περὶ Ἑλλήνων ὑπηκόων εἴτε περὶ ἄλλοδαπῶν, οἷον ἤθελε κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν του.

2. Ἐπὶ τῇ αἰτήσει τοῦ HUNT τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἐκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1, ἄλλοδαπὸν προσωπικὸν τοῦ HUNT, ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Ἡ μὴ ἐγκρίσις τῶν κατὰ τὰ ἄνωτέρω ἀδειῶν θὰ ἀνακοινῶται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διευθύνσιν τοῦ HUNT.

3. Τὸ ἄλλοδαπὸν προσωπικὸν τοῦ HUNT θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μετὰ μόνιμον συνεχῆ διαμονὴν ἐξ μηνῶν ἐν Ἑλλάδι μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τοῦ HUNT δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθὸς εἴτε καταβληθεὶς εἰς Ἑλλάδα εἰς δραχμὰς εἴτε εἰς τὸ ἐξωτερικὸν εἰς ξένον συνάλλαγμα θὰ εἶναι ἐκεῖνος ὁ ὅποιος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τοῦ HUNT. Ἐπὶ πλέον οἱ ὑπάλληλοι οὗτοι θὰ δικαιούνται 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 ἄνωτέρω διαμονὴ τοῦ ἄλλοδαποῦ 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 ἄλλοδαπὸς ὑπάλληλος θὰ ὑπόκειται εἰς πληρωμὴν Ἑλληνικοῦ φόρου εἰσοδήματος.

Τὸ ἄλλοδαπὸν προσωπικὸν τοῦ HUNT θὰ καταβάλλῃ ἅπαντας τοὺς ἄλλους ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἐκάστοτε νομοθεσίαν.

4. Ὁ HUNT ὑποχρεοῦται νὰ ἀπασχολῇ Ἑλλήνας ὑπηκόους διὰ πᾶσαν ἐργασίαν ἢ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνώσις ἢ πείρα. Ὡς πρὸς τὰς ἐργασίας τὰς ἀπαιτούσας εἰδικευμένας γνώσεις, ὁ HUNT θὰ ἔχῃ ὡς ἀρχὴν νὰ ἀπασχολῇ τὸν μεγαλύτερον δυνατόν ἀριθμὸν Ἑλλήνων τῶν ὁποίων εἶναι δυνατὴ ἡ ἐξέυρεσις ἐν Ἑλλάδι καὶ ἐφ' ὅσον κατὰ τὴν κρίσιν τοῦ HUNT 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, ὁ HUNT εὐθύνεται κατὰ τὰς διατάξεις τῶν Ἑλληνικῶν ἀστικῶν καὶ ποινικῶν Νόμων, μὴ δικαιούμενος νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὸ ἄρθρον 26 τῆς παρούσης.

6. Ὁ HUNT θὰ ὑποχρεοῦται ἅμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἐπομένου τὴν πρώτην ἀνακάλυψιν ὑδρογονανθράκων συμφώνως τῷ ἄρθρῳ 5 παρ. 1 καὶ 2, νὰ δέχεται πρὸς ἐκπαίδευσιν καθ' ἑκάστον ἔτος δύο ὑποψηφίους ὑποδεικνυομένους ὁ εἰς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἕτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου, νοουμένου ὅτι,

(α) Ἀπασαί ἀδανάται τῶν μαθητευομένων θὰ καταβάλλονται ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου.

(β) Τὸ πρόγραμμα ἐκπαιδεύσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἐργασίας, αἱ δὲ λεπτομέρειαι τῶν θὰ καθορίζονται ἐκάστοτε ὑπὸ τοῦ HUNT ἐπὶ τῇ βάσει γενικῶν ὁδηγίων τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρευνῆς καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

(γ) Ἡ περίοδος ἐκπαιδεύσεως ἐκάστου μαθητευομένου θὰ εἶναι κανονικῆς διάρκειας ἐξ μηνῶν, πλὴν ἀντιθέτου ἀμοιβαίας ἱκανοποιητικῆς συμφωνίας μετὰξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT. Εἰς οὐδεμίαν περίπτωσιν θὰ ὑπερβαίῃ τοὺς δώδεκα μῆνας.

(δ) Τὸ πρόσωπον τοῦ ὑποψηφίου διὰ τὴν θέσιν τοῦ ὑποδειχθέντος ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου μαθητευομένου θὰ ὑπόκειται εἰς τὴν ἐγκρίσιν τοῦ HUNT, ὅστις δύναται νὰ ἀρνηθῇ τὴν τοιαύτην ἐγκρίσιν ἐὰν κατὰ τὴν γνώμην του ὁ ὑποψήφιος εἶναι ἀκατάλληλος διὰ τὴν ἐκτέλεσιν τοῦ ἐπιδιωκόμενου σκοποῦ. Ὁ HUNT θὰ ἔχῃ ὡσαύτως τὸ δικαίωμα νὰ ζητῇ τὴν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου ἀνάκλησιν μαθητευομένου ἤδη ἐγκριθέντος παρὰ τοῦ HUNT διὰ τοὺς αὐτοὺς λόγους ὡς ἄνω. Εἰς ἀμφοτέρας δὲ τὰς ὡς ἄνω περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον διατηρεῖ τὸ δικαίωμα τῆς ἀμέσου ὑποδείξεως ἀντικαταστάτου.

Ἄρθρον 18.

Λογιστικὰ Βιβλία τοῦ HUNT

Τὰ λογιστικὰ βιβλία τοῦ HUNT ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τοῦ HUNT εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ὁ HUNT καὶ εἰς τὴν Ἀγγλικήν, συμφώνως πρὸς τὰς γενικῶς παρὰδεδομένας λογιστικὰς ἀρχὰς καὶ κανόνας.

Ἐπιτρέπεται ἐπίσης εἰς τὸν HUNT ὅπως ἐκφράξῃ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα κεφάλαια καὶ τὰς δαπάνας του εἰς δολάρια ΗΠΑ καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐτοῦ καὶ καταρτίζει τοὺς ἰσολογισμοὺς εἰς τὸ αὐτὸ νόμισμα.

Αἱ φορολογικαὶ δηλώσεις δὲ τῶν τοῦ HUNT αἱ ὑποβαλλόμεναι εἰς τὰς Ἑλληνικὰς Ἀρχὰς θὰ συντάσσονται εἰς

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσ-
σουσα ὅτι ὁ HUNT θὰ ἐκπέσῃ ἐκ τινος ἢ πάντων τῶν ἐκ
τῆς Συμβάσεως δικαιωμάτων του θὰ γνωστοποιῆται πά-
ραυτα εἰς τὸν HUNT καὶ ἡ ἐκπτώσις θὰ ἰσχύῃ μετὰ 90ντα
ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν ὅρον ὅμως ὅτι
ὁ HUNT δὲν ἤρξατο ἐνεργεῖν καὶ δὲν συνεχίζει ταύτας
ἄνευ καθυστερήσεων καὶ ἄνευ 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 26 ἐντὸς τῆς εἰρημένης πε-
ριόδου, ἐξαιρουμένης 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 δικαστη-
ρίου δὲν ἤθελε δικαιωθῇ ὁ HUNT, ὁ HUNT θὰ δικαιούται
ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς κοινοποιήσεως εἰς τὸν
HUNT τῆς τοιαύτης ὀριστικῆς ἀποφάσεως νὰ συμμορφωθῇ
πρὸς ταύτην, ἡ δὲ τοιαύτη συμμόρφωσις του ἐντὸς τῆς ὡς
ἄνω περιόδου, θέλει καθιστᾷ τὴν κήρυξιν τῆς ἐκπτώσεως
ἄκυρον καὶ μὴ οὖσαν.

6. Δι' ἐπιβολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ
τῆς Βιομηχανίας εἰς βάρος τοῦ HUNT, ἡ διὰ τὴν κήρυξιν
αὐτοῦ ἐκπτώτου ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας
δικαιωμάτων του, ἀπαιτεῖται ἀπόφασις τοῦ Ὑπουργοῦ
Βιομηχανίας μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Με-
ταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβά-
ζεται εἰς τὸν HUNT ὁμοῦ μετὰ τῆς γνωστοποιήσεως περὶ
τῆς αἰ παραγρ. 2 καὶ 5 τοῦ παρόντος ἄρθρου.

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

Λήξις.

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
ἐξερυνήσεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἰ-
τινες θὰ κατέχωνται ἐκαστοτε ὑπὸ τοῦ HUNT δυνάμει τῆς
παρούσης Συμβάσεως.

9. Ἐν περιπτώσει λύσεως τῆς παρούσης Συμβάσεως
διὰ λήξεως (παρ. 8 ἀνωτέρω) ἢ ἐκπτώσεως (παρ. 3, 4 καὶ
5 ἀνωτέρω) ἢ ἐπιστροφῆς (ἄρθρον 20), τὸ Ἑλληνικὸν Δη-
μόσιον δὲν θὰ δικαιούται ἀποζημιώσεως ἢ οἰασδήποτε ἄλ-
λης παροχῆς λόγῳ τῆς τοιαύτης λύσεως ὑπὸ τὴν προϋπό-
θεσιν πάντως ὅτι πλὴν τῆς περιπτώσεως ὀλικῆς ἐκπτώσεως
ἅπαναι αἱ ὑποχρεώσεις τοῦ HUNT αἱ συσσωρευθεῖσαι μέ-
χρι τῆς ἡμερομηνίας λήξεως δέον νὰ ἔχουν ἐκπληρωθῇ ὑπὸ
τοῦ HUNT περιλαμβανομένων καὶ τῶν τυγχανουσῶν ἐφαρ-
μογῆς ὑποχρεώσεων τῶν ἀναφερομένων ἐν παραγρ. 3 τοῦ
ἄρθρου 20.

Ἄρθρον 22.

Διάθεσις τῆς ἰδιοκτησίας τοῦ HUNT

1. Μετὰ τὴν λήξιν τῶν δικαιωμάτων τοῦ HUNT ἐπὶ
οἰασδήποτε ἐρευνητικῆς περιοχῆς ἢ τμήματος ταύτης ἢ πα-
ραχωρήσεως πρὸς ἐκμετάλλευσιν δι' οἰονδήποτε τῶν ἐν ἄρ-
θροις 20 καὶ 21 τῆς παρούσης Συμβάσεως ἀναφερομένων
λόγων, ἅπαντα τὰ ἀνορυθέντα παρὰ τοῦ HUNT φρέατα
ἐπὶ τῶν ἐρευνητικῶν περιοχῶν ἢ τμήματος τούτων ἢ ἐπὶ
τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἐπὶ τῶν ὁποίων
ἔλθῃ τὰ δικαιώματα τοῦ HUNT, εἴτε παραγόντων ὕδρο-
γονάνθρακος ἢ μὴ, μετὰ τῶν κεφαλῶν φρεάτων (WELL
HEADS) καὶ τῶν ὑποστηρίξεων (CASINGS) τῶν ὕφιστα-
μένων εἰς τὰ φρέατα ταῦτα, θὰ μεταβιβάζωνται εἰς τὸ Ἑλ-
ληνικὸν Δημόσιον ἄνευ οὐδεμιᾶς ἀποζημιώσεως.

Ἄπαντα τὰ μὴ παραγωγικά φρέατα δέον νὰ κλεισθοῦν
(PLUGGED) καταλλήλως ὑπὸ καὶ δι' ἐξόδων τοῦ HUNT
ἅπαντα δὲ τὰ στρώματα ὕδατος δέον νὰ κλεισθοῦν καταλ-
λήλως κατὰ τὸν αὐτὸν τρόπον.

Τὰ παραγωγικά φρέατα θὰ παραδοθοῦν εἰς τὸ Ἑλλη-
κὸν Δημόσιον εἰς κατάστασιν πλήρους λειτουργίας ὑπὸ τὸν
ὅρον ὅμως ὅτι ὁ HUNT δικαιούται νὰ ἀναλάβῃ ἀπάσαι
τὰς ἐγκαταστάσεις του παραγωγῆς, συγκεντρώσεως, ἀπο-
θηρεύσεως καὶ ἐγκαταστάσεις προκαταρκτικῆς ἐπεξεργα-
σίας καὶ ὑλικὰ, ἐφ' ὅσον τοῦτο δὲν παραβάλλῃ ἢ θέτει ἐν
κινδύνῳ τὰ φρέατα.

2. Πλὴν τῶν ἐν παραγρ. 1 τοῦ παρόντος ἄρθρου ἀνα-
φερομένων ὁ HUNT δικαιούται νὰ διαθέτῃ ἐλευθέρως καὶ
καθ' οἰονδήποτε τρόπον πᾶσαν κινητὴν καὶ ἀκίνητον αὐτοῦ
περιουσίαν καὶ οἰαδήποτε ἄλλα δικαιώματα οἰασδήποτε φύ-
σεως καθ' ὅλην τὴν διάρκειαν τῆς παρούσης Συμβάσεως,
μετὰ τὴν καθ' οἰονδήποτε τρόπον λήξιν ἢ λύσιν ταύτης.
Ἀσχέτως τοῦ ἐὰν τὰ κινητὰ ἢ ἀκίνητα ταῦτα ἢ ἄλλα δικαι-
ώματα εὑρῇ ἐντὸς ἢ ἐκτὸς τῶν ἐρευνητικῶν περιοχῶν
ἢ καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ὑπὸ τοῦ
HUNT.

3. Ἐὰν ὅμως ὁ HUNT ἐπιθυμῇ νὰ πωλήσῃ τὴν κινη-
τὴν ἢ ἀκίνητον αὐτοῦ περιουσίαν καὶ οἰαδήποτε ἄλλα δικαι-
ώματα οἰασδήποτε φύσεως ἐκ τῶν εὑρισκομένων ἐντὸς ἐρευ-
νητικῆς περιοχῆς ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι'
ἃς ἔλθῃ τὰ δικαιώματα τοῦ HUNT, τὸ Ἑλληνικὸν Δη-
μόσιον θὰ ἔχῃ τὸ δικαίωμα προτιμήσεως πρὸς ἀπόκτησιν
ἀπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων καὶ
δικαιωμάτων εἰς τὴν τιμὴν εἰς τὴν ὁποίαν δύναται νὰ δια-
θέσῃ ταῦτα ὁ HUNT.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη τῆς ἰσχύος ἐκάστης
τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἃς κατέχει ὁ HUNT
βάσει τῆς παρούσης Συμβάσεως, οὐδεμία πώλησις ἀκινήτων
ἀνηκόντων τῷ HUNT καὶ κειμένων ἐντὸς τοιαύτης παρα-
χωρήσεως πρὸς ἐκμετάλλευσιν θὰ ἐπιτρέπῃται ἄνευ τῆς προ-
ηγουμένης ἐγγράφου ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου.
Ἐν περιπτώσει καθ' ἣν δὲν ἤθελε δοθῇ ἡ τοιαύτη ἐγκρίσις,
ἡ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχῃται ἄνευ οἰασδήποτε
καταβολῆς εἰς τὸ Ἑλληνικὸν Δημόσιον ἅμα τῇ λήξει τῆς
ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐὰν καθ' οἰανδήποτε στιγμήν τῆς ἰσχύος τῆς πα-
ρούσης Συμβάσεως ἢ ἅμα τῇ λήξει ταύτης ὁ HUNT δια-
θέσῃ διὰ πώλησεως τὴν κινητὴν ἢ ἀκίνητον αὐτοῦ περιου-
σίαν, τότε ἐφ' ὅσον τὸ προῖόν τῆς τοιαύτης πώλησεως ὑπερ-
βαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου,
ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τοῦ HUNT κατὰ τὴν
ἡμέραν τῆς πώλησεως (τῆς ἀποσβέσεως ὑπολογισθείσης
βάσει τοῦ ἐπισυναπτομένου Πίνακος Β), ἡ τυχὸν διαφορὰ
εἴτε θὰ προστίθεται εἰς τὰ ἀκαθάριστα ἔσοδα τοῦ HUNT
τὰ προερχόμενα ἐκ τῆς πώλησεως ὕδρογονανθράκων δια-
κρίσεως τῆς διαχειριστικῆς περιόδου καθ' ἣν ἐπραγματοποι-
ήθη ἡ πώλησις τοῦ περιουσιακοῦ τούτου στοιχείου καὶ θὰ
θεωρῇται πρὸς τὸν σκοπὸν τῆς ἐπιβολῆς τοῦ φόρου κατὰ τὰς
διατάξεις τοῦ ἄρθρου 10 τῆς παρούσης Συμβάσεως ὡς ἀκα-
θάριστον ἔσοδον, εἴτε θὰ ἀφαιρῇται ἐκ τοῦ συνόλου τῶν ἐξό-
δων, βαρῶν καὶ τῶν δαπανῶν τῶν μνημονευομένων ἐν ἄρ-
θρῳ 10 παραγρ. 5 τῆς παρούσης Συμβάσεως, ἐφ' ὅσον ἡ
πώλησις αὕτη περιουσιακοῦ στοιχείου πραγματοποιεῖται
πρὸ τῆς διαχειριστικῆς περιόδου καθ' ἣν ὁ HUNT πραγμα-
τοποιεῖ τὸ πρῶτον ἀκαθάριστον εἰσπράξεις ἐκ τῆς πώλη-
σεως ὕδρογονανθράκων.

Ἀντιθέτως ἐὰν αἱ πρόσοδοι ἐκ τῆς τοιαύτης πώλησεως
περιουσιακοῦ στοιχείου ὑπολείπωνται τῆς ἐν τοῖς βιβλίοις
ἀξίας τοῦ πωληθέντος περιουσιακοῦ στοιχείου, τότε ἡ δια-
φορὰ εἴτε θὰ ἐκπίπτῃται ἐκ τῶν ἀκαθάριστων εἰσπράξεων
τοῦ HUNT κατὰ τὴν διαχειριστικὴν περίοδον καθ' ἣν
ἐπραγματοποιήθη ἡ πώλησις, ὡς εἰδικώτερον παρὰ τὸν
ἐν παραγρ. 1, ἐδάφιον (η) τοῦ συνημμένου παραρτήματος
Πίνακος Β, εἴτε θὰ προστίθῃται εἰς τὰς δαπάνας, βάρη καὶ ἐξόδα
τοῦ ἄρθρου 10, παραγρ. 5 τῆς παρούσης Συμβάσεως.

6. Ἐὰν ὁ HUNT διατηρῇ περιουσιακά στοιχεία (κι-
νητὰ ἢ ἀκίνητα) ἐν Ἑλλάδι ἢ ἄλλαχοῦ δύο εἰσέτι ἔτη μετὰ
τὴν λήξιν τῆς Συμβάσεως, τὰ περιουσιακά ταῦτα στοιχεία
θὰ ρευστοποιοῦνται ὑπὸ τοῦ HUNT τὸ προῖόν δὲ τῆς τοι-
αύτης ρευστοποιήσεως θὰ διανέμῃται ἐξ ἴσου μεταξύ οὗ
Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT, νοουμένου ὅτι τὸ

πρόδιον τοῦ HUNT δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων μόνον ἢ ἐμμέσων οἰασδήποτε φύσεως ἢ οἰουδήποτε εἶδους τελῶν, χαρτοσήμου, δασμῶν, κρατήσεων ἢ συνεισφορῶν ἢ εἰδικῶν φορολογιῶν, τακτικῶν ἢ ἐκτάκτων δι' ὠρίαν σκοπὸν, ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ προσώπου καὶ γενικῶς οἰουδήποτε τρίτου.

7. Πᾶν ποσὸν δραχμῶν ἀποκτηθὲν παρὰ τοῦ HUNT ἐκ τῆς ἐλευθέρως διαθέσεως τῶν ἐν Ἑλλάδι κινητῶν ἢ ἀκινήτων αὐτοῦ καὶ οἰονδήποτε δικαιωμάτων αὐτοῦ πάσης φύσεως συμφώνως τῇ παρ. 2 τοῦ παρόντος ἄρθρου θὰ μεττρέπωνται εἰς δολλ. Η. Π. Α. εἰς τὴν τιμὴν καὶ ὑπὸ τῶν δρῶν τοῦ ἄρθρου 13.

Ἄρθρον 23.

Μεταβιβάσεις

1. Ὁ HUNT δικαιούται νὰ ἐκχωρῇ τὴν παροῦσαν Σύμβασιν ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάσῃ πάντα τὰ ἐκ ταύτης δικαιώματά του, ὑπὸ δρῶν συμφωνουμένους θεοτέρας παρ' αὐτοῦ,

(α) Εἰς Ἑταιρίαν ὀργανωμένην καὶ ἐλεγχομένην ὑπὸ τοῦ ἐκχωρητοῦ.

(β) Εἰς τὸν HAROLDSON LAFAYETTE HUNT (πατέρα τοῦ Hunt) ἢ οἰονδήποτε τῶν κατιόντων αὐτοῦ καὶ οἰασδήποτε ἐγκρίσεως.

(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) τοῦ παρόντος ἄρθρου.

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν παρ. 1 (β) καθοριζόμενα ὁ HUNT θὰ παραμένῃ ὑπεύθυνος ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου, ἀλληλεγγύως καὶ εἰς ἀκλήρον μετὰ τοῦ ἐκδοχέως, διὰ τὴν ἐκπλήρωσιν τῶν ὀφειλῶν καὶ συμφωνιῶν τῆς παρούσης Συμβάσεως.

4. Ἐπὶ οἰασδήποτε τῶν ὡς ἄνω μεταβιβάσεων δὲν θὰ ἐπιβάλλονται φόροι, τέλη, ἐπιβαρύνσεις, κρατήσεις ἢ βεβαιώσεις.

Ἄρθρον 24.

Ἐφαρμοζόμενοι Νόμοι

1. Τὸ Ἑλληνικὸν Δημόσιον ἐγγυᾶται εἰς τὸν HUNT ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸς Νόμος, οὐδὲν διοικητικὸν μέτρον θὰ λύσῃ ἢ καθ' οἰονδήποτε τρόπον τροποποιήσῃ τὴν παροῦσαν Σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τοῦ HUNT.

2. Ὁ HUNT καὶ αἱ ἐργασίαι του καὶ ἡ περιουσία του ἐν Ἑλλάδι διέπονται ὑπὸ τῶν ἐκάστοτε ἰσχυόντων Ἑλληνικῶν Νόμων καὶ κανονισμῶν, πάντως ὁμῶς μόνον μέχρι τοῦ σημείου κατὰ τὸ ὅποῖον δὲν ἔρχονται εἰς σύγκρουσιν πρὸς τὸν δρῶν καὶ συμφωνίας τῆς παρούσης Συμβάσεως.

Ἐν περιπτώσει συγκρούσεως σημερινῆς ἢ καὶ μελλοντικῆς θὰ κατισχύουν οἱ δρῶν καὶ συμφωνίαι τῆς παρούσης, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ κανονισμῶν συγκρουόμεναι μὲ τοὺς δρῶν καὶ συμφωνίας τῆς παρούσης δὲν θὰ ἔχουν ἰσχὺν ὅσον ἀφορᾷ τὸν HUNT, τὰς ἐργασίας του καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτοῦ.

Ἄρθρον 25.

Ἀνωτέρα βία.

1. Παράλειψις τοῦ HUNT ὅπως ἐκπληρώσῃ οἰανδήποτε τῶν ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεων του θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἰασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῇται παράβασις τῆς παρούσης Συμβάσεως, ἐφ' ὅσον ἡ ὡς ἄνω παράλειψις ὀφείλεται εἰς ἀνωτέρα βίαν. Ὁ δρῶς οὗτος θὰ περιλαμβάνῃ, ἀλλ' οὐχὶ

περιοριστικῶς, πράξεις τοῦ ἐχθροῦ, ἀποκλεισμούς, θεομηνίας, ἐπιδημίας, σεισμούς, πυρκαϊγὰς, ἐκρήξεις, πλημμύρας, τυχαία γεγονότα ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχὰς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἰανδήποτε κυβερνητικὴν πράξιν ἢ πράξεις οἰασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἐλεγχον τοῦ HUNT. Εφ' ὅσον συνεπεία τοιαύτης ἀνωτέρας βίας καθυστερεῖται ἡ συμμόρφωσις τοῦ HUNT πρὸς τὰς ἐκ τῆς παρούσης Συμβάσεως ὑποχρεώσεις του ἢ ἡ ἄσκησις τῶν ἐκ ταύτης δικαιωμάτων του, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστέρησεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης Συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ ἄσκησιν δικαιωμάτων.

2. Ἐὰν ἡ κατάστασις αὕτη ἀνωτέρας βίας, ὀφειλομένη εἰς μίαν ἢ περισσοτέρας αἰτίας, συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ὁ HUNT θὰ δικαιούται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων του καὶ ἀπὸ αὐτῶν τῶν ὑποχρεώσεων του ἐκ τῆς παρούσης Συμβάσεως, ὅποτε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφῳ παραιτήσῃ ἡ παρούσα Σύμβασις θὰ λύηται. Ἐπὶ τῇ τοιαύτῃ παραιτήσῃ ὁ HUNT θὰ ἀπαλλάσσεται πασῶν τῶν πάσης φύσεως ὑποχρεώσεων του ἐκ τῆς παρούσης Συμβάσεως, τὸ δὲ Ἑλληνικὸν Δημόσιον ὡς καὶ ὁ HUNT δὲν θὰ διατηροῦν οἰασδήποτε ἐναντι ἀλλήλων ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἰονδήποτε τῶν δρῶν τῆς παρούσης Συμβάσεως ὑπὸ ἐκτέρου τῶν συμβαλλομένων καὶ θὰ δώσουν ἀμφοτέρωι πλήρη καὶ ἀνεπιφύλακτον ἔγγραφον ἀπαλλαγῆν.

Ἄρθρον 26

Διαιτησία

1. Ἐξαίρεσει τῶν ἐν παραγράφῳ 2) τοῦ παρόντος Ἀρθρου ἀναφερομένων, πᾶσα μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT διαφωνία ἀφορῶσα εἰς τὴν παροῦσαν Σύμβασιν θὰ λύηται ἀποκλειστικῶς διὰ διαιτησίας κατὰ τὰ ἐν Ἀρθρῳ 28 τοῦ Νόμου 3948 [1959] «περὶ ἀναζητήσεως, ἐρευνῆς καὶ ἐκμεταλλεύσεως ὑγρῶν καὶ ἀερίων ὑδρογονανθράκων».

2. Προκειμένου ὁμῶς περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν Ἀρθρῳ 21 ὀρίζεται, ἡ ἀμρισβητήσεων ἀφορῶν διαφορὰν ἢ διαφωνίαν ὡς πρὸς τὴν ἐρμηνείαν καὶ ἐφαρμογὴν τῶν δρῶν τῆς Συμβάσεως αἵτινες δύνανται νὰ συνεπάγονται τὴν ποινὴν τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ Ἀρθρα 3, 4, 6, 12 καὶ 13 ἡ διαιτησία διεξάγεται κατὰ τὸν ἐπόμενον τρόπον :

Ὁ αἰτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνόμενος καὶ κοινοποιούμενος πρὸς τὸν μετ' οὗ ἡ διαφορά καθορίζεται ἀκριβῶς τὰ θέματα τῆς διαφοράς ἢ διαφωνίας καὶ ὀρίζει τὸν διαιτητὴν αὐτοῦ, καλῶν αὐτὸν ὅπως προῇ εἰς τὸν διορισμὸν τοῦ δευτέρου διαιτητοῦ.

Ὁ πρὸς ὃν ἡ κοινοποίησις ὑποχρεῖται ὅπως ἐντὸς προθεσμίας 20 ἡμερῶν ἀπὸ τῆς κοινοποιήσεως πρὸς αὐτὸν τῆς αἰτήσεως διαιτησίας δι' ἐγγράφου κοινοποιήσεως ὀρίσῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀποράκτου τῆς προθεσμίας ταύτης, τὸν δευτέρον διαιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης τῇ αἰτῇ τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται ὅπως, ἐντὸς εἰκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου διαιτητοῦ, ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν τρίτον διαιτητὴν, ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀποράκτου τῆς πρὸς τὸν διορισμὸν αὐτοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης κατόπιν αἰτήσεως τῶν διαιτητῶν ἢ τοῦ ἐνὸς τούτων.

Οἱ διαιτηταὶ ὀφείλουσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν

τρίτον διαιτητήν εκδόσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσιν εἰδικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Δικαιοῦνται ὅπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὄψιν οἰαδήποτε ἀποδεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν διαιτητῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, οὗτος ἀντικαθίσταται κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμὸν του διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἐκδοσιν τῆς διαιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ κωλύματος ἢ τῆς ἀρνήσεως, βεβαιουμένης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ κωλυομένων διαιτητῶν μέχρι τῆς ἀντικαταστάσεως τοῦ κωλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

Ἡ ἀπόφασις τῶν διαιτητῶν λαμβάνεται ὁμοφώνως ἢ κατὰ πλειοψηφίαν, ἡ δὲ ἀρνήσις τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὀριστική, τελεσιδίκος καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἑκτακτὸν ἔνδικον μέσον. Τὰ ἐξοδα τῆς διαιτησίας καὶ ἡ συνήθης ἀποζημίωσις τῶν διαιτητῶν, καθοριζόμενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως, βαρύνουσι τὸν ἡττώμενον ἐν τῇ διαδικασίᾳ διάδικον.

Ἄρθρον 27.

Χρῆσις ἰδιοκτησίας τοῦ Ἑλληνικοῦ Δημοσίου.

Ἐφ' ὅσον ὁ HUNT θὰ χρησιμοποιοῖ συνεχῶς ἰδιοκτησίαν κινητὴν ἢ ἀκίνητον τοῦ Ἑλληνικοῦ Δημοσίου,

(α) Συνεπεῖα ἀπαλλοτριώσεως, κατὰ τὰ ἐν ἄρθρῳ 15 ὁριζόμενα,

(β) Βάσει τῶν ἐτέρων διατάξεων τοῦ ἄρθρου 15 ἢ

(γ) Βάσει οἰασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τοῦ HUNT συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τοῦ HUNT, ὁ HUNT ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμελῇται διὰ τῆς ἰδιοκτησίας ταύτης ὡς ἐάν ἦτο ὁ ἴδιος ἰδιοκτήτης καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς τοῦτον ἔναντι ἀπαιτήσεως οἰοῦντο τρίτου.

Ἄρθρον 28.

Εὐθύνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

1. Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν νόμιμον δικαίωμα ἢ ἀπαίτησις ὑφίσταται ἐν σχέσει πρὸς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς ὡς αὕτη προσδιορίζεται ἐν ἄρθρῳ 1. Ἐὰν ἤθελεν ἀξιώσθαι τοιοῦτον δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύσῃ τὰ διὰ τῆς παρούσης Συμβάσεως παραχωρούμενα εἰς τὸν HUNT δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τοῦ HUNT ἔναντι τοιοῦτων ἀπαιτήσεων.

Ἐὰν ἐν τούτοις ὁ HUNT ἤθελεν ἐκνικηθῇ ὑπὸ τρίτου ἢ ἤθελεν ἀναγνωρισθῇ ὀριστικῶς καὶ τελεσιδικῶς οἰονδήποτε τοιοῦτον δικαίωμα δι' ἀποφάσεως Ἑλληνικοῦ Δικαστηρίου ἢ ἄλλως πως, ὁ HUNT θὰ ἔχῃ τὸ δικαίωμα νὰ καταγγείλῃ τὴν παροῦσαν Σύμβασιν ἀπαλλασσόμενος οἰασδήποτε βάσει ταύτης ὑποχρεώσεώς του, τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποδώσῃ εἰς τὸν HUNT πᾶν ποσὸν δαπανηθὲν παρ' αὐτοῦ βάσει τῆς παρούσης Συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

2. Ἐννοεῖται οἰκοθεν ὅτι κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης Συμβάσεως τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ προβαίῃ αὐτὸ τοῦτο οὐδὲ θὰ παραχωρῇ εἰς οἰονδήποτε τρίτον δικαιώματα ὅπως προβαίῃ εἰς οἰασδήποτε

ἐρευνητικὰς ἐργασίας ἢ ἐργασίας ἐκμεταλλεύσεως ὑδρογονανθράκων ἐν οἰκδήποτε ἐρευνητικῇ περιοχῇ ἢ παραχωρήσει πρὸς ἐκμεταλλευσιν αἵτινες θὰ κατέχωνται ἐκαστοτε ὑπὸ τοῦ HUNT βάσει τῶν διατάξεων τῆς παρούσης Συμβάσεως.

Ἄρθρον 29.

Διάρσεις εἰς τὴν ἀγορὰν καὶ διύλισις
Διάρσεις εἰς τὴν ἀγορὰν (MARKETING)

1. Δυνάμει τῆς παρούσης Συμβάσεως καὶ ἄνευ ἐτέρας διατυπώσεως ὁ HUNT ἀποκτᾷ ἀποδοτικῶς τὸ δικαίωμα τῆς πωλήσεως καὶ διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι. Ὁ HUNT θὰ προμηθεύηται ἅπαντα τὰ βασικὰ προϊόντα πετρελαίου παρὰ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ ἐτέρων διυλιστηρίων ὑπαρχόντων ἐν Ἑλλάδι ἐκ τῶν ὑπὸ τούτων βιομηχανοποιουμένων προϊόντων.

Ὁ HUNT θὰ κέκτηται ὅμως τὸ δικαίωμα τῆς εἰσαγωγῆς ὑπὸ τοὺς αὐτοὺς πρὸς τοὺς ἄλλους ἐμπόρους ὅρους καὶ μέχρι τοῦ ποσοῦ τῶν ἀναγκῶν τῆς ἰδίας αὐτῆς ἀγορᾶς ἐν Ἑλλάδι, βενζίνην ἀεροπλάνων (AVIATION GASOLINE) καὶ εἰδικὰ προϊόντα, ἅτινα δὲν βιομηχανοποιοῦνται ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου.

2. Πρὸς τὸν ὡς ἄνω σκοπὸν τὸ Ἑλληνικὸν Δημόσιον θὰ χορηγήσῃ τῷ HUNT ἄνευ ἀδικαιολογήτου καθυστέρησεως πᾶσαν ἄδειαν ἢ ἐγκρίσιν οἰασδήποτε φύσεως τυχὸν ἀναγκαίαν τὸσον διὰ τὴν ἰδρύσιν καὶ διεξαγωγὴν τῆς ἐργασίας διανομῆς προϊόντων πετρελαίου ἐν Ἑλλάδι διὰ τὴν ἐγχώριον καταναλωσιν καὶ διὰ τὸν ἐφοδιασμὸν τῆς διεθνoῦς ἀεροπορίας καὶ πλοίων διὰ καυσίμων ὑπὸ ὅρους καὶ συνθήκας οὐχὶ ὀλιγώτερον εὐνοϊκὰς τῶν παραχωρουμένων πρὸς οἰανδήποτε ἐτέραν ἑταιρείαν πωλοῦσαν πετρελαιοεῖδῃ ἐν Ἑλλάδι περιλαμβανούσας οὐχὶ ὅμως περιοριστικῶς ἐγκρίσεις καὶ ἀδείας διὰ τὴν ἀπόκτησιν, κατασκευὴν καὶ ἐκμετάλλευσιν.

(α) Τῶν ἀναγκαιῶν ἀποθηκευτικῶν ἐγκαταστάσεων (TERMINAL) διὰ τὴν παραλαβὴν προϊόντων δι' ἀγωγῶν ἐκ τοῦ Ἑλληνικοῦ Κρατικοῦ Διυλιστηρίου ἢ ἄλλων διυλιστηρίων ὑφισταμένων ἐν Ἑλλάδι καὶ τὴν παραλαβὴν ἐκ τοῦ ἐξωτερικοῦ τῆς ὡς ἄνω ἀναφερθείσης βενζίνης ἀεροπλάνων καὶ εἰδικῶν προϊόντων ἐξ ὑπερποντίων πετρελαιοφόρων.

(β) Τῶν ἐν τῷ ἐσωτερικῷ ἐγκαταστάσεων ἀποθηκεύσεως εἰς γῆμα καὶ ἀποθηκῶν.

(γ) Τῶν ἐγκαταστάσεων δι' ἀποθήκευσιν, χειρισμὸν καὶ παράδοσιν ἀεροπορικῶν καυσίμων (FUEL) εἰς ἅπαντας τοὺς ἐμπορικoὺς ἀερολιμένας ἐν Ἑλλάδι.

(δ) Ἀποθηκευτικῶν μέσων (BUNKER FACILITIES) διὰ τὴν πώλησιν καὶ παράδοσιν καυσίμων καὶ λιπαντικῶν εἰς πλοῖα χρησιμοποιούμενα διὰ τὸ διεθνὲς ναυτικὸν ἐμπόριον, ὑπὸ τὸν ὅρον ὅτι παρόμοιαι ἐγκρίσεις ἢ ἀδείαι ἔχουσι παραχωρηθῇ εἰς διανομῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

3. Ὡς πρὸς τὰ πρατήρια διανομῆς καυσίμων.

(α) Ὁ HUNT θὰ ἔχῃ τὸ δικαίωμα ὅπως κατόπιν ἐλευθέρων διαπραγματεύσεων συμβῇ μετὰ κατόχων ἀδειῶν πρατηρίων διανομῆς καυσίμων (ἐφεξῆς καλουμένων ἐν τῇ παρούσῃ παραγράφῳ «ἀδειῶν») διὰ διανομὴν τῶν προϊόντων του μέσω τούτων καὶ ὅλην τὴν Ἑλλάδα κατὰ τὴν κειμένην Νομοθεσίαν ὡς καὶ ὅπως εἰς ἅς περιφερείας δὲν ὑφίστανται περιορισμοὶ ὡς πρὸς τὸν ἀριθμὸν «ἀδειῶν», νέαι «ἀδείαι» ἐκδίδονται κατὰ τοὺς γενικῶς ἐφαρμοστέους κανονισμοὺς εἰς πρόσωπα ἅτινα ἐπιθυμοῦσι νὰ συνάψωσι σύμβασιν μετὰ τοῦ HUNT διὰ τὴν διανομὴν τῶν προϊόντων του. Αἱ κατὰ τὸ ἐδάφιον τοῦτο καὶ τὸ ἐπόμενον ἐδάφιον (β) συναπτόμεναι συμβάσεις καθίστανται ἐνεργοὶ μετὰ τὴν παρὰ τοῦ Hunt κατασκευὴν καὶ ἀποπεράτωσιν μέσων ἀποθηκεύσεως ἀναλόγων πρὸς τὰς ἀνάγκας του καὶ συμφώνως πρὸς τοὺς ἐκαστοτε ἰσχύοντας ἐν Ἑλλάδι δι' ἅπαντας τοὺς διανομῆς πετρελαιοειδῶν κανονισμοὺς.

(β) Δεδομένου ὅτι τὸ πρῶτον ὁ HUNT 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 ἐμπορικoὺς ὅρους τὴν συνάψιν συμφωνίας μετ' ἀριθμὸν τινὰ κατόχων «ἀδειῶν» οὕτως ὥστε νὰ καθίσταται δυ-

νατή ή άσκησις τής δραστηριότητος αὐτοῦ, συμφωνεῖται ὅτι τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγήσῃ ἐπὶ μίαν πενταετίαν ἀπὸ τῆς συμπληρώσεως παρὰ τοῦ HUNT τῆς πρώτης βαθείας γεωτρήσεως (ὡς ὁρίζεται αὕτη ἐν ἄρθρῳ 4 παρ. 8 τῆς παρούσης Συμβάσεως) εἰς τὰ πρὸς τοῦτο κατὰ τὴν κρίσιν του κατὰλληλα καὶ ἀποδεκτὰ εἰς τὸν HUNT πρόσωπα, ἀριθμὸν «ἀδειῶν» καθοριζομένων ἐν τοῖς ἐφεξῆς καὶ διαλαμβανουσῶν τῶν ὅρων ὅτι θὰ ὦσι χρησιμοποιοῦνται διὰ τὴν ἀποκλειστικὴν διανομὴν τῶν προϊόντων τοῦ HUNT. Ὁ ἀριθμὸς τῶν οὕτω χορηγηθησομένων «ἀδειῶν» ἐτησίως (καὶ δι' εἰς τὴν ἀρχὴν ἐκάστου ἔτους ἐπομένου τῆς συμπληρώσεως τῆς πρώτης βαθείας γεωτρήσεως) θὰ εἶναι ἴσος πρὸς τὸ 100 τοῦ ἀριθμοῦ τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην τῶν περιοχῶν τούτων, οὕτως ὥστε ὁ ἀριθμὸς αὐτῶν κατὰ τὴν λήξιν τῆς πενταετίας νὰ μὴ ὑπερβαίῃ ἐν συνόλῳ τὸ 500 τῶν ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην τῶν περιοχῶν τούτων. Κλάσμα τυχόν 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 τοῦ HUNT κατόχων «ἀδειῶν» δι' ἐκάστην τῶν περιοχῶν τούτων φθάσῃ τὸ 100 τοῦ ἐν ἰσχύϊ «ἀδειῶν» εἰς ἐκάστην περιοχὴν, συνυπολογιζομένων διὰ τὸν σχηματισμὸν τοῦ ποσοστοῦ τούτου καὶ τῶν κατὰ τὸ παρὸν ἐδάφιον (β) χορηγηθεισῶν «ἀδειῶν», τὸ Δημόσιον ἔμα τῇ συμπληρώσει ὑποτεδῆποτε τοῦ ποσοστοῦ τούτου, ἀπαλλάσσεται πάσης περαιτέρω ὑποχρέωσιν πρὸς χορήγησιν «ἀδειῶν» κατὰ τὸ παρὸν ἐδάφιον (β), εὐθὺς ὡς αὐταὶ φθάσουν τὸ ὡς ἄνω ποσοστὸν τῶν 100 τοῦ.

Συμφωνεῖται ἐπίσης ὅτι αἱ διατάξεις τοῦ παρόντος ἐδαφίου (β) θὰ τελῶσιν ὑπὸ τὴν ἀπαραίτητον προϋπόθεσιν ὅτι διὰ τὴν ἐκάστοτε ἐκδοσιν τῶν κατὰ τὸ παρὸν ἐδάφιον (β) «ἀδειῶν» δέον ἀπαραιτήτως νὰ ἔχῃ ἀποπερατωθῇ ὑπὸ τοῦ HUNT μία βαθεῖα γεώτρησις ἐτησίως (ὡς ὁρίζεται ἐν ἄρθρῳ 4 παρ. 8) συμφωνουμένου περαιτέρω ὅτι, οἰαδήποτε βαθεῖα γεώτρησις γενομένη ἐπὶ πλέον τῆς μιᾶς καὶ ἑκάστου ἔτος, θέλει ὑπολογίζεσθαι διὰ τὴν ἐφαρμογὴν τοῦ παρόντος ἐδαφίου (β) εἰς τὸ ἐπόμενο ἔτος ἢ ἔτη. Ἐννοεῖται περαιτέρω ὅτι μετὰ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου συμμόρφωσιν πρὸς τοὺς ὅρους τοῦ παρόντος ἐδαφίου (β), ὁ HUNT θὰ ἐξακολουθῇ τὴν διεξαγωγὴν τῶν ἐργασιῶν αὐτοῦ διανομῆς, ὑπὸ τοὺς αὐτοὺς ὅρους ὅς οἱ οἰοσδήποτε ἕτερος πωλητῆς πετρελαιοειδῶν ἐν Ἑλλάδι.

Διύλισις.

4. Α. Ἐὰν καὶ οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν τῆς παρούσης Συμβάσεως, ἡ παραγωγὴ ἐγγωρίου ἀργοῦ πετρελαίου παρὰ τοῦ HUNT φθάσῃ εἰς ἐπίπεδον τοιοῦτον ὥστε νὰ δικαιῶται νὰ ἐξάγῃ ἀργὸν πετρέλαιον, οὗτος θὰ κέκτηται ὡσαύτως τὸ δικαίωμα νὰ ἀνεγείρῃ καὶ τηρῇ ἐν λειτουργίᾳ διύλιστήριον διὰ τὴν διύλιν ἐν αὐτῷ τοῦ ἀργοῦ πετρελαίου ὅπερ δικαιῶται νὰ ἐξάγῃ, ὡς καὶ νὰ ἐξάγῃ τὰ προϊόντα πετρελαίου τὰ προερχόμενα ἐκ τοῦ ἀργοῦ τούτου πετρελαίου.

Β. Ἐὰν καὶ οἰανδήποτε στιγμὴν κατὰ τὴν διάρκειαν ἰσχύος τῆς παρούσης Συμβάσεως αἱ ἀνάγκαι τῆς ἐγγωρίου ἀγορᾶς δὲν καλύπτονται ἀπὸ τὴν παραγωγὴν τῶν τότε ὑπαρχόντων διύλιστηρίων ἢ δὲ παραγωγὴ τοῦ HUNT ἐγγωρίου ἀργοῦ πετρελαίου εἶναι ἀνωτέρα τῆς δυναμικότητος τῶν ὑπαρχόντων τότε διύλιστηρίων, τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται,

(α) Εἴτε νὰ χορηγήσῃ τῷ HUNT ἄδειαν ἀνεγέρσεως καὶ ἐκμεταλλεύσεως διύλιστηρίου διὰ τὴν διύλιν τῶν ποσοτήτων ἀργοῦ πετρελαίου καὶ αἱ ἀνάγκαι τῆς ἐγγωρίου ἀγορᾶς ἢ ἡ παραγωγὴ ἀργοῦ πετρελαίου τοῦ HUNT (οἰαδήποτε τῶν ποσοτήτων τούτων εἶναι μικρότερα) ὑπερβαίνει τὴν δυναμικότητα τῶν ὑφισταμένων τότε διύλιστηρίων, ἢ

(β) Νὰ ἐπιτρέψῃ εἰς τὸν HUNT νὰ χρησιμοποιήσῃ τὸ ἴδιον αὐτοῦ διύλιστήριον τὸ ἀνεγερθὲν κατὰ τὰ ἀνωτέρω ὑπὸ στοιχ. Α καὶ διὰ τοὺς ὑπὸ στοιχ. (α) ὡς ἀνωτέρω ἀναφερομένους σκοπούς. Νοεῖται ἐν τούτοις ὅτι αἱ ὑπὸ στοι-

χεῖα Β (α) καὶ (β) διατάξεις θὰ τυγχάνουν ἐφαρμογῆς μόνον ἐφ' ὅσον ὁ HUNT θὰ εἶναι ὁ πρῶτος ἀνακαλύψας καὶ παράγων ἀργὸν πετρέλαιον ἐν Ἑλλάδι ἢ ἐὰν ἕτεροι παραγωγοὶ ἐγγωρίου ἀργοῦ πετρελαίου ἀνακαλύψαντες ἀργὸν πετρέλαιον πρὸ τοῦ HUNT δὲν ἐπιθυμοῦν νὰ ἀσκήσουν τὰ ἀνωτέρω ὑπὸ στοιχ. Β (α) καὶ (β) δικαιώματα.

Γ. Εἰς τὰς προβλεπομένας ὑπὸ στοιχ. Α καὶ Β περιπτώσεις τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιτρέψῃ τὴν ἀνέγερσιν καὶ ἐκμετάλλευσιν τῶν ἐν τῷ παρόντι ἄρθρῳ ἀναφερομένων διύλιστηρίων ὑπὸ ὅρους καὶ προϋποθέσεις συμφωνηθησομένους τότε οὐχὶ ὅμως ὀλιγώτερον εὐνοϊκοὺς διὰ τὸν HUNT τῶν παραχωρηθέντων πρὸς ἕτερα διύλιστήρια ἐξαιρέσει τοῦ Ἑλληνικοῦ Κρατικοῦ Διύλιστηρίου.

Δ. Ὁ ὅρος «Ἑλληνικὰ Κρατικὰ Διύλιστήρια» θὰ ἐρμηνεύται ἐν τῇ παρούσῃ Συμβάσει ὡς σημαίνων τὸ ὑπάρχον σήμερα διύλιστήριον ἰδιοκτησίας τοῦ Ἑλλ. Δημοσίου, ἔστω καὶ ἂν τοῦτο ἐκχωρηθῇ μελλοντικῶς πρὸς τρίτον.

Ε. Ἀπαντὰ τὰ δικαιώματα τοῦ HUNT συμφώνως τῷ παρόντι ἄρθρῳ θὰ δύνανται νὰ ἀσκηθῶσιν εἴτε παρ' αὐτοῦ τούτου τοῦ HUNT εἴτε παρὰ συγγενῶν ἢ ἐξαχρωμένης ἐκ τούτου Ἑταιριῶν ἢ Ἑταιρείας.

Ἄρθρον 30.

Ἐγγύησις

1. Ὁ HUNT ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Διεύθυνσιν Δημοσίων Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας) ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης Συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπεζῆς διὰ ποσὸν δολλ. ΗΠΑ τριακοσίων χιλιάδων (300.000). Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης Συμβάσεως καὶ ἀπάσας τὰς ὑποχρεώσεις τοῦ HUNT, τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτοῦ πρὸς τὸ Ἑλληνικὸν Δημόσιον καὶ ὅλην τὴν διάρκειαν τῆς Συμβάσεως, θὰ δύνανται δὲ νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὀριστικῶς πληρωτέα παρὰ τοῦ HUNT κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἀλλὰ μόνον ἕνα μῆνα ἀφ' ἧς ταῦτα κατέστησαν ὀριστικῶς πληρωτέα.

Ἐὰν δι' οἰονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἤθελε καταστῇ κατώτερον τῶν δολλ. ΗΠΑ 300.000, ὁ HUNT ὑποχρεοῦται νὰ συμπληρῇ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς 3 μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικρότερα τῶν δολλ. ΗΠΑ 300.000 ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ διὰ τοῦ ἐδαφίου (δ) τῆς παρ. 3 τοῦ ἄρθρου 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καὶ ἢν 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 ἀνίσχυρον τὴν παρῶσαν σύμβασιν ἥτις καὶ θὰ θεωρῆται ὡς οὐδέποτε γενομένη.

3. Ἡ ἀνωτέρω ἐν παραγρ. 1 ἀναφερομένη ἐγγυητικὴ ἐπιστολὴ θὰ ἐπιστρέφῃται παρὰ τοῦ Ἑλληνικοῦ Δημοσίου,

(α) Ἐὰν ἡ παρούσα Σύμβασις δὲν κυρωθῇ ὡς προβλέπεται ἐν ἄρθρῳ 32 παράγρ. 1, ἐντὸς ἑξ μηνῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπογραφῆς τῆς ἢ

(β) ἐντὸς ἐνὸς ἔτους μετὰ τὴν λήξιν τῆς παρούσης Συμβάσεως.

Ἄρθρον 31.

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

Ἡ παρούσα Σύμβασις ὡς καὶ αἱ κατὰ τὸ ἄρθρον 23 τῆς παρούσης 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.

*Άρθρον 32

Άρχή Ισχύος τῆς παρούσης.

1. Ἡ παροῦσα Σύμβασις τελεῖ ὑπὸ τὴν αἴρεσιν τῆς ἐγκαίρου 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, ἄρχεται ἡ ἰσχύς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παροῦσα Σύμβασις ἤθελε κυρωθῇ μετ' τροποποιήσεως ὁ HUNT δὲν θὰ δεσμεύηται ὑπὸ ταύτης καὶ θὰ ἔχη τὸ δικαίωμα νὰ ἀποστῇ ὁλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὁμοῦς οὗτος 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 ἐτροποποιήθη. Ἐν περιπτώσει καθ' ἣν τοιαύτη μὴ ἀποδοχὴ δὲν ὑποβληθῇ ἐμπροθέσμως ὁ HUNT θεωρεῖται ἀποδεχθεὶς τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς νομοθετικῆς ἐξουσίας ὅρων τῆς παρούσης Συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας, ἡ ἰσχύς τῆς συμβάσεως ἄρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἄνω τριακονθημέρου προθεσμίας.

*Άρθρον 33.

Κοινοποιήσεις.

Πᾶσα κοινοποίησις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν HUNT καὶ ἀντιστρόφως, βάσει τῆς παρούσης Συμβάσεως, ἵνα ἢ ἐγκυρος, δεόν νὰ γίνηται ἐπὶ ἀποδείξει ἢ διὰ συστημένου Ταχυδρομείου ἐπὶ ἀποδείξει καὶ νὰ ἀπευθύνεται :

(α) Διὰ τὰς κοινοποιήσεις τοῦ HUNT πρὸς τὸ Ἑλληνικὸν Δημόσιον

Εἰς Ὑπουργεῖον Βιομηχανίας

Διεύθυνσιν Δημοσίων Μεταλλείων

Ἀθῆναι, Ἑλλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸ HUNT

WILLIAM HERBERT HUNT

Ἀθῆναι

φροντίδι τῶν ὀριζομένων ἀντικλήτων κ. Ἐμμ. Δ. ΚΑΡΑΣΣΟ—Ἐλευθ. Βενιζέλου 9—Ἀθῆναι—

Ἑλλάς

Ἐν ἀνακλήσει τῶν ὡς ἄνω ἀντικλήτων ὁ Hunt ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνομα-τεπώνυμον καὶ τὴν διεύθυνσιν τοῦ νέου ἀντικλήτου ὅστις δεόν νὰ ᾖ κάτοικος Ἀθηνῶν, Ἑλλάδος μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τοὺς ἀνωτέρω ἀντικλήτους.

*Άρθρον 34.

Τεχνικὴ καὶ οἰκονομικὴ βοήθεια.

Ὁ HUNT καθιστᾷ γνωστὸν ὅτι εἶναι διαθέσιμοι εἰς αὐτὸν πρὸς χρησιμοποίησιν ἐφ' ὅσον ἤθελε ἀπαιτηθῇ ἢ ἤθελε κριθῇ σκόπιμον ὁλόκληροι αἱ γεωλογικαὶ καὶ γεωφυσικαὶ εὐκολαὶ ὁλοκλήρου τῆς ὁργανώσεως HUNT εἰς τὰ γραφεῖα τοῦ εἰς DALLAS TEXAS Η.Π.Α. καὶ ὅτι αἱ ἐν λόγῳ τεχνικαὶ εὐκολαὶ καὶ προσωπικὸν ἐφ' ὅσον ἤθελεν ἀπαιτηθῇ θὰ εἶναι διαθέσιμον εἰς τὸν HUNT διὰ τὴν ἐργασίαν ἐν Ἑλλάδι.

Ὁ HUNT καθιστᾷ γνωστὸν ὅτι εἶναι διαθέσιμον εἰς αὐτὸν ἐφ' ὅσον ἤθελε χρειασθῇ ἢ ἀπαιτηθῇ ἢ χρησιμοποίησις τεχνικῶν γνώσεων γεωτρήσεως, τόσον ἐν ξηρᾷ ὥσον καὶ ἐν θαλάσῃ, τὸ προσωπικὸν τῆς PENROD DRILLING COMPANY καὶ τὸ τεχνικὸν αὐτῆς προσωπικὸν εἰς τὸ ἐν DALLAS TEXAS Η.Π.Α. γραφεῖον τῆς εἰς τὸ ὅριον ὁ HUNT θὰ ἀναφερθῇ ὡς κατὰ τὴν ἐν

μην τοῦ ἤθελε ἀπαιτηθῇ πρὸς ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν γεωτρήσεως ἐν Ἑλλάδι.

Ὁ HUNT περαιτέρω καθιστᾷ γνωστὸν ὅτι ἐφ' ὅσον ἤθελε προβῇ εἰς τὴν μεταβίβασιν πρὸς τοὺς ἐκδοχοὺς περὶ τὸν τὸ ἄρθρ. 23 παρ. 1 ἐδαφ. (α) (β) ἢ ἓνα ἐξ αὐτῶν θὰ καταστήσῃ διαθέσιμον τὴν ἀνωτέρω τεχνικὴν βοήθειαν καὶ θὰ παράσχῃ ὅλην τὴν ἀναγκαίαν οἰκονομικὴν βοήθειαν διὰ τὴν ἐκπλήρωσιν τῶν σκοπῶν τῆς παρούσης Συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων τούτων, τῶν προερχομένων ἐκ τῆς παρούσης Συμβάσεως ἐναντι τοῦ Ἑλληνικοῦ Δημοσίου ὡς ἀναφέρονται εἰς τὴν παρούσαν Σύμβασιν.

*Άρθρον 35.

Προστασία ἐπενδύσεων συμφώνως πρὸς τὸ Ν.Δ. 2687/1953.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχῃ, πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἄρθρῳ 4 τῆς παρούσης Συμβάσεως προβλεπομένων ἔργων, τὴν ὑπὸ τοῦ Ν.Δ. 2687/1953 «περὶ προσελκύσεως καὶ προστασίας κεφαλαίων ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθισμένα πάσης φύσεως καὶ μορφῆς κεφάλαια, τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως καθοριζομένων σκοπῶν καὶ κατὰ τὴν ὑπ' αὐτοῦ ὀριζομένην διαδικασίαν.

*Άρθρον 36.

Πᾶσα χρηματικὴ ἀπαίτησις τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τοῦ HUNT κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἐφ' ὅσον περὶ τούτου δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν HUNT.

Τυχὸν προσφυγὴ τοῦ HUNT 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 ἓνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὸν HUNT τῆς σχετικῆς ὀριστικῆς διαιτητικῆς ἀποφάσεως.

*Άρθρον 37.

Ἰσχύοντα κείμενα.

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

Εἰς ΠΙΣΤΩΣΙΝ τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ HUNT ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παροῦσαν Σύμβασιν καὶ ἔθεσαν ἀντιστοίχως τὴν σφραγίδα των.

Ἐν Ἀθῆναις τῇ 22 Σεπτεμβρίου 1960

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

N. ΜΑΡΤΗΣ

Διὰ τὸν W. H. Hunt

Edwin Davis Guinn ACENT

ΠΙΝΑΞ Β'.

ΚΟΣΤΟΣ—ΕΞΟΔΑ—ΒΑΡΗ

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

(α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

(β) Διοικητικὰ ἐξόδα, γενικὰ ἐξόδα καὶ τὰ ἐξόδα ἐγκαταστάσεως, συμπεριλαμβανομένων τῶν συνεισφορῶν, τῶν τελῶν διὰ διπλώματα εὔρεσι-τεχνίας, δαπάνας ἀδειῶν καὶ δαπανῶν δι' ἐρεῖνας.

(γ) Ἀποσβέσεις πρὸς εἶκασιν τοῖς ἐκατὸν (20%)

*Άρθρον 32

*Αρχή ισχύος της παρούσης.

1. Η παρούσα Σύμβασις τελεῖ ὑπὸ τὴν αἵρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἀρθρῷ 30 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας, μεθ' ἣν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τοῦ κυροῦντος ταύτην Νόμου, ἀρχεται ἡ ἰσχὺς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παρούσα Σύμβασις ἤθελε κυρωθῇ μὲ τροποποιήσεις ὁ HUNT δὲν θὰ δεσμευθῇ ὑπὸ ταύτης καὶ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀποστῇ ὁλοσχερῶς ἐκ τῆς συμβάσεως ταύτης. Ὑποχρεοῦται ὅμως οὗτος 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 ἐτροποποιήθη. Ἐν περιπτώσει καθ' ἣν τοιαύτη μὴ ἀποδοχὴ δὲν ὑποβλήθῃ ἐμπροθέσμως ὁ HUNT θεωρεῖται ἀποδεχθεὶς τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς νομοθετικῆς ἐξουσίας ὅρων τῆς παρούσης Συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἀρθροῦ τριακονθημέρου προθεσμίας, ἡ ἰσχὺς τῆς συμβάσεως ἀρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἄνω τριακονθημέρου προθεσμίας.

*Άρθρον 33.

Κοινοποιήσεις.

Πᾶσα κοινοποίησις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν HUNT 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 τοῦ HUNT πρὸς τὸ Ἑλληνικὸν Δημόσιον

Εἰς Ὑπουργεῖον Βιομηχανίας

Διευθύνσιν Δημοσίων Μεταλλείων

Ἀθῆναι, Ἑλλάς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸ HUNT

WILLIAM HERBERT HUNT

Ἀθῆναι

φροντίδι τῶν ὀριζομένων ἀντικλήτων κ. Ἐμμ. Δ. ΚΑΡΑΣΣΟ—Ἐλευθ. Βενιζέλου 9—Ἀθῆναι—Ἑλλάς

Ἐν ἀνακλήσει τῶν ὡς ἄνω ἀντικλήτων ὁ Hunt ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὄνομα τεπώνυμον καὶ τὴν διευθύνσιν τοῦ νέου ἀντικλήτου ὅστις δέον νὰ ᾖ κάτοικος Ἀθηνῶν, Ἑλλάδος μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τοὺς ἀνωτέρω ἀντικλήτους.

*Άρθρον 34.

Τεχνικὴ καὶ οἰκονομικὴ βοήθεια.

Ὁ HUNT καθιστᾷ γνωστὸν ὅτι εἶναι διαθέσιμοι εἰς αὐτὸν πρὸς χρησιμοποίησιν ἐφ' ὅσον ἤθελε ἀπαιτηθῇ ἢ ἤθελε κριθῇ σκόπιμον ὁλόκληροι αἱ γεωλογικαὶ καὶ γεωφυσικαὶ εὐκολαὶ ὁλοκλήρου τῆς ὁργανώσεως HUNT εἰς τὰ γραφεῖα τοῦ εἰς DALLAS TEXAS Η.Π.Α. καὶ ὅτι αἱ ἐν λόγῳ τεχνικαὶ εὐκολαὶ καὶ προσωπικὸν ἐφ' ὅσον ἤθελεν ἀπαιτηθῇ θὰ εἶναι διαθέσιμον εἰς τὸν HUNT διὰ τὴν ἐργασίαν ἐν Ἑλλάδι.

Ὁ HUNT καθιστᾷ γνωστὸν ὅτι εἶναι διαθέσιμον εἰς αὐτὸν ἐφ' ὅσον ἤθελε χρειασθῇ ἢ ἀπαιτηθῇ ἡ χρησιμοποίησις τεχνικῶν γνώσεων γεωτρήσεως, τὸσον ἐν ξηρᾷ ὡς καὶ ἐν θαλάσῃ, τὸ προσωπικὸν τῆς PENROD DRILLING COMPANY καὶ τὸ τεχνικὸν αὐτῆς προσωπικὸν εἰς τὸ ἐν DALLAS TEXAS Η.Π.Α. γραφεῖον τῆς εἰς τὸ ὑποῖον ὁ HUNT θὰ ἀναφερθῇ ὅταν κατὰ τὴν γνώ-

μην τοῦ ἤθελε ἀπαιτηθῇ πρὸς ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν γεωτρήσεως ἐν Ἑλλάδι.

Ὁ HUNT περαιτέρω καθιστᾷ γνωστὸν ὅτι ἐφ' ὅσον ἤθελε προβῇ εἰς τὴν μεταβίβασιν πρὸς τοὺς ἐκδοχεῖς περὶ ὧν τὸ ἀρθρ. 23 παρ. 1 ἐδαφ. (α) (β) ἢ ἕνα ἐξ αὐτῶν θὰ καταστήσῃ διαθέσιμον τὴν ἀνωτέρω τεχνικὴν βοήθειαν καὶ θὰ παράσχω δὴν τὴν ἀναγκαίαν οἰκονομικὴν βοήθειαν διὰ τὴν ἐκπλήρωσιν τῶν σκοπῶν τῆς παρούσης Συμβάσεως καὶ τὴν ἐκπλήρωσιν τῶν υποχρεώσεων τούτων, τῶν προερχομένων ἐκ τῆς παρούσης Συμβάσεως ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ὡς ἀναφέρονται εἰς τὴν παρούσαν Σύμβασιν.

*Άρθρον 35.

Προστασία ἐπενδύσεων συμφώνως πρὸς τὸ Ν.Δ. 2687/1953.

Τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχω, πρὸ τῆς ἐνάρξεως ἐν πάσῃ περιπτώσει τῶν ἐν ἀρθρῷ 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 καθοριζομένων σκοπῶν καὶ κατὰ τὴν ὑπ' αὐτοῦ ὀριζομένην διαδικασίαν.

*Άρθρον 36.

Πᾶσα χρηματικὴ ἀπαίτησις τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τοῦ HUNT κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ἐφ' ὅσον περὶ τούτου δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἐνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν HUNT.

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

*Άρθρον 37.

Ἰσχύοντα κείμενα.

Ἡ παρούσα Σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν, ἀμφότερα δὲ τὰ κείμενα θεωροῦνται ἰσῆς ἰσχύος.

ΕἰΣ ΠΙΣΤΩΣΙΝ τὸ Ἑλληνικὸν Δημόσιον καὶ ὁ HUNT ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἐκάστου φύλλου τὴν παροῦσαν Σύμβασιν καὶ ἔθεσαν ἀντιστοίχως τὴν σφραγίδα των.

Ἐν Ἀθήναις τῇ 22 Σεπτεμβρίου 1960

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

N. MARTHS

Διὰ τὸν W. H. Hunt

Edwin Davis Guinn ACENT

ΠΙΝΑΞ Β'.

ΚΟΣΤΟΣ—ΕΞΟΔΑ—ΒΑΡΗ

1. Τὰ στοιχεῖα τοῦ κόστους, ἐξόδα καὶ βάρη τὰ ἀναφερόμενα εἰς τὴν παράγρ. 7 τοῦ ἀρθροῦ 10 τῆς Συμβάσεως εἰς ἣν προσαρτᾶται (ὁ παρὼν) ἔχουν ὡς ἀκολούθως :

(α) Κόστος ἀγορᾶς τῶν ἐμπορευμάτων ἢ τῶν παρεχομένων ὑπηρεσιῶν.

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

(γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20%)

A G R E E M E N T

for the

Concession of rights for the Exploration and Development of Liquid and Gaseous Hydrocarbons in the Area of Salonika.

PREAMBLE

WHEREAS preliminary discussions were held in Athens between the representatives of the Greek State and Mr. William Herbert Hunt, regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons in the area of Salonika, following which two letters were exchanged between the Minister of Industry and Mr. William Herbert Hunt dated March 18, 1960 and April 26, 1960, outlining the basic principles of a proposed agreement, pursuant to the provisions of article 5 of Law 3948/1959 referring to a direct agreement between the contracting parties, and

WHEREAS in accordance with the above mentioned letters, Mr. William Herbert Hunt had acquired option to be exercised on or before August 26, 1960, to enter into a final agreement with the Greek State, which option has been exercised in writing by letter dated and delivered on August 25, 1960 to the Ministry of Industry under Protocol Number 71102/25-8-1960.

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. Mr. William Herbert Hunt, hereinafter referred to as «Hunt» or the «Lessee», represented by his attorney in fact Mr. Edwin Davis Guinn, acting by virtue of a special power of attorney granted by Hunt on March 24, 1960 attached hereto in the original and in official translation.

The present agreement, pursuant to the concurring opinion of the Council of Mines which met on September 20, 1960 has been concluded under the following terms and conditions.

Article 1.

Original Exploration Area.

For the purpose of carrying out the work of exploration for and development of hydrocarbons, the Greek State concedes hereby to Hunt the following original exploration area. The whole of the area comprising both land and sea areas, referred hereunder under (a) and (b), is shown on the attached map marked Exhibit «A» and made a part hereof and is described as follows :

Point	Latitude	Longitude Shown on Exhibit «A»
A	40°52'00"	1°04'20"
B	40°42'15"	0°46'20"
C	40°35'00"	0°44'10"
D	40°29'45"	0°40'00"
E	40°26'50"	0°41'00"
F	40°24'00"	0°30'00"
G	40°14'50"	0°20'50"
H	40°09'45"	0°25'50"
I	40°08'30"	1°10'10"
J	40°20'00"	1°17'50"
K	40°26'20"	1°17'50"
L	40°30'40"	1°21'30"
M	40°37'20"	1°32'50"
N	40°48'30"	1°31'00"
O	40°50'50"	1°22'45"

On the attached map scale 1/500.000 constituting an integral part of the present agreement and attached

hereto as exhibit «A», the above described original exploration area is marked by a red line.

a) The landed area is described as follows :

BEGINNING at point I on the attached map, being 40°08'30" and 1°10'10", thence to point J being 40°20'00" and 1°17'50"; thence to point K being 40°26'20" and 1°17'50"; thence to point L, being 40°30'40" and 1°21'30"; thence to point M, being 40°37'20" and 1°32'50"; thence to point N being 40°48'30" and 1°31'00"; thence to point O being 40°50'50" and 1°22'45"; thence to point A being 40°52'00" and 1°04'20"; thence to point B, being 40°42'15" and 0°46'20"; thence to point C being 40°35'00" and 0°44'10"; thence to point D being 40°29'45" and 0°40'00"; thence to point E being 40°26'50" and 0°41'00"; thence to point F being 40°24'00" and 0°30'00"; thence to point G being 40°14'50" and 0°20'50"; thence to point H being 40°09'45" and 0°25'50"; thence northward, northwesternly and southwesternly with the shoreline of Thermaikos Gulf and the meanderings of the shoreline thereon at the low water tide back to point I, being 40°08'30" and 1°10'10", the place of beginning; said landed area containing approximately 3.000 square kilometers of land, more or less, whether more or less.

b) The sea area as shown on the attached exhibit «A» is described as being all of the sea, measured at the low water tide level of the sea, lying North of a line drawn from point I, being 40°08'30" and 1°10'10" to point H, being 40°09'45" and 0°25'50", said sea area containing approximately 1700 square kilometers of surface, more or less, whether more or less.

The Greek State declares that within this conceded area no other concession or any other right whatsoever exists in favor of any third party.

Paragraph 3 of article 6 of Law 3948/1959 is not applied in this instance.

Article 2.

Right to Renewal and Reduction of the Original Exploration Area.

1. The original exploration area is granted to Hunt 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 Hunt shall notify the Greek State of the land area or areas described in article 1 paragraph a) which he has selected to surrender at the end of the second year. The land area or areas so surrendered shall have a total extent at least equal to 50% of the extent of the original land exploration area.

b) In the case of a sea area described under article 1, paragraph b) above Hunt shall be entitled to maintain this area in whole until the end of the fourth year, being obliged to return 50% of these areas after the end of the fourth year and an additional 25% at the end of the 6th year.

3. Provided Hunt has fulfilled his investment and working obligations during the first two years as specified in articles 3 and 4 of this agreement and provided he has carried out the surrenders specified under paragraph 2 above, the areas remaining with Hunt shall be held by him 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), or in case of a sea area for another period of two years (first renewal period from the beginning of the fifth to the end of the sixth year from the beginning of the effective date of this agreement).

4. One month before the end of the fifth (or in case of a sea area the sixth) year from the effective date of this agreement (end of first renewal period) Hunt

shall notify the Greek state of the area or areas which he has selected to surrender at the end of the fifth or sixth year, as the case may be. The area or areas so surrendered shall have a total extent at least equal to 25 o/o of the extent of the original exploration area.

5. Provided Hunt has fulfilled his 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, or in case of a sea area from the fifth to end of the sixth year), as specified in articles 3 and 4 of this agreement and provided he has carried out the surrenders specified under paragraph 4 above, the areas remaining with Hunt shall be held by him 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, or in case of a sea area for another period of two years (second renewal period from the seventh up to the end of the eighth year from the effective date of this agreement)).

6. If until the end of the eighth year from the effective date of this agreement there have not been found by Hunt hydrocarbons in quantities which in Hunt's opinion would ensure to Hunt an economic exploitation and Hunt has therefore not applied for a concession according to article 5 paragraph 1) any area held by Hunt under agreement at that time shall be surrendered to the Greek State and this agreement shall be considered as terminated.

7. If at any time during the first eight years from the effective date of this agreement Hunt discovers hydrocarbons in the original exploration area in quantities which in Hunt's opinion would ensure the possibility of economic exploitation by Hunt and selects a development concession as laid down in article 5 paragraphs 1 and 2, then Hunt shall have the right after the end of the eighth year from the effective date of this agreement, to hold for the entire duration of the said development concession all exploration areas which Hunt holds immediately before the end of the said eighth year. Therefore if a discovery of hydrocarbons is made and a concession selected in the original area under the conditions foreseen at the beginning of this paragraph, then the total of the exploration area or areas which Hunt is entitled to hold by virtue of this paragraph 7 shall be equal to 25 % of the total extent of the original exploration area minus the areas, if any, voluntarily surrendered by Hunt before the end of eighth year from the effective date of this agreement in excess of the amount of 75 % of the original exploration area which Hunt is obliged to surrender under the provisions of this article and minus the area of the development concessions held by Hunt at the end of the eighth year.

8. The choice of the areas to be surrendered under paragraphs 2 and 4 above, shall be made according to the absolute judgment of Hunt and the areas surrendered may be made up of several non-continuous blocks under the condition that each of the separate blocks surrendered is not less than fifty square kilometers.

Each time that Hunt selects the area or areas to be surrendered, he shall submit at the same time an accurate description and maps, scale 1:10.000 showing the areas surrendered and the areas retained.

Article 3

Investment Obligations of Hunt.

1. During the first eight years from the effective date of this agreement Hunt 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	\$ 1.000.000
b) during the first renewal period (from the third till the end of the fifth year) \$	1.800.000
c) during the second renewal period (from the sixth till the end of the eighth year)\$	3.600.000
i.e. a total of.....\$	6.400.000

2. If Hunt retains any exploration areas after the end of the eighth year, as stipulated in article 2 paragraph 7, he shall be obligated to invest the following amounts in exploration work in the exploration areas at any time retained by him 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	\$ 900
b) for the whole period of the three following years per square kilometer	\$ 1,500
c) for the whole period of the three following years per square kilometer	\$ 2.250
d) every three years after the end of the ninth year (after the end of the seventeenth year from the effective date of this agreement) per square kilometer....	\$ 3.000

3. a) Any amounts invested by Hunt in his exploration and development operations under this agreement during the initial period of two years and the first renewal period of three years, mentioned under paragraph 1 of this article, in excess of his 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 Hunt in his exploration operations under this agreement during any one of the periods of three years mentioned in paragraph 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 Hunt has failed to invest in his exploration and, when applicable, in his development operations under this agreement, the above mentioned obligatory amounts which shall include any credit as provided for in a) and c) of this paragraph 3, Hunt 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 Hunt with his investment obligations for the corresponding period.

These payments shall be effected at the latest within three months from the surrender of the agreement and such payments shall be considered to constitute complete compliance by Hunt with his investment obligations up to the date of such surrender.

c) It is further agreed that all expenditures made by Hunt in the preparation of geological and geophysical work done under the terms of letter dater March, 18, 1960 and executed on April 26, 1960, as well as any expenditures incurred prior to the effective date of this agreement shall be deemed to have been made and included in the investment obligations of the first two years.

hundred meters. If the condition provided for in the preceding sentence is not complied with within the established time limits, Hunt shall be obliged to pay to the Greek State an amount of U. S. Dollars Three Hundred and Fifty (\$ 350) for each meter by which the total added meterage of the original and of the replacement well falls short of fifteen hundred meters. Upon the payment of this amount the original and the replacement well taken together shall be considered to be one deep exploration well under the terms of this article.

9. If Hunt wishes to discontinue the drilling of any exploration well at any depth without having discovered hydrocarbons in it, and to abandon the said well, Hunt shall have the right to do so in his own free judgment under the prerequisites of this article. However, if the Greek State has serious technical reasons to believe that hydrocarbons could be discovered at a greater depth, then the Greek State shall have the right to request Hunt to continue the drilling of this well, provided this request is made to Hunt before the rig is removed from the location and provided further that the Greek State shall not demand that a drilling be made to a depth beyond 8.000 feet as foreseen under the conditions of paragraph 5 of this article.

Hunt is obliged to comply with the above request of the Greek State, provided however, that:

a) This additional drilling shall be made at the expense of the Greek State which shall pay to Hunt all expenditure for such drilling, including a charge for depreciation on the basis of the rates of depreciation foreseen in Exhibit B for the machinery and equipment used for such drilling and in addition 10% for general expenses on the total of the expenditure and the charge. Such payments shall be made on the basis of monthly returns and not later than fifteen days after the presentation by Hunt of a monthly bill for payment. In case of non payment in time of the above amount Hunt has the right definitely to 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 Hunt or by third parties as a result of such drilling, except in the case of gross negligence on the part of Hunt.

c) Should this additional drilling cause any delays in the fulfilment by Hunt of his working or investment obligations under this agreement, such delays will be added to the periods during which any of these obligations must be performed.

d) In case hydrocarbons are discovered in the above mentioned well during this additional drilling in quantities which in Hunt's free judgment would ensure an economically profitable operation for Hunt, then Hunt shall have the right to apply for and receive a development concession with respect to this discovery as stipulated in article 5 of this agreement, it being understood however, that in this latter case Hunt shall have to pay to the Greek State thirty days after Hunt notifies the declaration foreseen in paragraphs 1 and 2 of article 5 an amount reaching double of every amount that the Greek State has paid to Hunt for this additional drilling (plus interest at the rate of 10% per annum).

Article 5.

Right of Hunt to receive development concessions-
Number and Duration of same.

1. If at any time when Hunt holds exploration areas under this agreement a discovery of hydrocarbons in quantities which in Hunt's opinion would ensure an economically profitable operation for Hunt

is made in an exploration well drilled in the exploration area, Hunt, after having submitted satisfactory evidence 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 paragraphs 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, Hunt 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 Hunt. However, if Hunt can prove to the Greek State that the probable area of the producing field exceeds fifty square kilometers, then Hunt 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 Hunt 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 Hunt on his exploration area, but located outside his development concessions, shall entitle Hunt to select and hold a new development concession under the conditions set forth in this article.

5. The duration of each development concession shall be thirty years from the date of the submission of the declaration for development. Provided Hunt has complied with his obligations under this agreement concerning each one of the development concessions individually, this period of thirty years shall be automatically extended for another ten years under the terms of this agreement which may be applicable, provided however that any amendment of the Law 3948/1959 applicable to the exploitation of hydrocarbons generally shall be applied as well to the concession or concessions the validity of which is extended as above.

Article 6.

Development and Production Obligations of Hunt.

1. As soon as in accordance with article 5 of this agreement Hunt notifies the declaration for the area selected by him, foreseen in article 11 of Law 3948]1959, he shall proceed diligently with the drilling of delineation and development wells, using such spacing of the wells as, in the opinion of Hunt'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 paragraph 3 below, Hunt shall carry out continuous producing operations in a workmanlike 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 Hunt be obliged by the Greek State to produce hydrocarbons from his 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 not economically profitable, i.e. does not ensure a profit to Hunt.

4. In case the Greek State finds that the development, drilling and producing operations of Hunt do not comply with the principles set forth in paragraphs 1,

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

b) For the purpose of paragraph 4 sub-paragraph a) only :

Organization expenses shall be taken to be all expenses incurred in connection with 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 Dallas, Texas offices 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 Hunt 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, Hunt shall have the right to credit against the investment obligations mentioned in this article not more than 20 percent 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 Hunt by one of his 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 or to the affiliate or to a third party are made.

Article 4.

Working Obligations-Exploration.

1. Hunt is obliged to start geological or geophysical works on his exploration area not later than three months after the effective date of this agreement and all the exploration area will have to be surveyed in

detail geologically and/or geophysically during the first five years after the effective date of this agreement for the primary purpose of enabling Hunt to determine the best possible locations for the drilling of exploration wells.

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

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

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

It is further agreed that geophysical surveys have already been initiated since the 1st of May 1960 and are continuing to date.

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

6. The location of the above mentioned exploration wells shall be selected by Hunt in his own judgment.

7. If during the first period of two years Hunt completes the drilling of more than one exploration well and/or if during the first renewal period Hunt 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 the application of this article the following wells shall also be deemed to be deep exploration wells.

a) Any exploration well in which there have been discovered hydrocarbons at a depth of less than 1,500 meters in quantities which in Hunt's judgment ensure an economically profitable operation for Hunt and provided Hunt has made the notifications foreseen in article 5 paragraph 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 had reached 750 meters, such a drilling shall not be deemed to be a deep exploration well, and in this case Hunt will be obliged to drill an additional well to a depth of 1,500 meters, or until discovery of hydrocarbons, as foreseen under a) above, or until the crystalline or granite basement is encountered at any depth, or until the circumstances arise which are foreseen under c) below, whichever of those three events occurs earliest.

c) Any exploration well with respect to which the Greek State and Hunt 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 considered to be a deep exploration well and Hunt shall have to drill another well to a depth of 1,500 meters, or until discovery of hydrocarbons in it, as laid down under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the Greek State and Hunt agree that further drilling of this well is not justified, whichever of these three events occurs earliest.

In the cases foreseen under b) and c), the meterage drilled in the original well added to the meterage of the replacement well shall be not less than fifteen

2 and 3 above, the Greek State shall give notice in writing to Hunt for initiating compliance within one month from such notification. It is of course, understood that if Hunt has objections to such suggestions, he may refer to arbitration in accordance with article 26 of this agreement, pending which, Hunt shall not be obligated to initiate compliance as above mentioned.

Article 7.

Authorized operations of Hunt.

1. Hunt shall have the right to carry out geological, geophysical and any other exploration operations for the purpose of discovering hydrocarbons by any methods and to carry out reconnaissance geological drilling and deep exploration drilling for the same purposes within the exploration area and development concessions at any time held by Hunt under this agreement.

2. Hunt shall have the right to develop the reserves of hydrocarbons discovered by him, to drill development wells and to produce the hydrocarbons discovered by him.

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

4. Hunt shall have the ownership of all the hydrocarbons produced by him and shall have the right freely to dispose of them either by sale of them on the Greek market or by export of them, however, within the limitations set forth in articles 9 to 12 of this agreement.

5. For the exercising of the rights enumerated in this article and with the object of complying with his obligations under this agreement, Hunt shall have the right after complying with the legal formalities, to build or cause to be built and/or operate and/or rent from third parties storage tanks, field gathering lines and transport pipelines for crude oil or gas, separators, plants for the primary treatment of the hydrocarbons produced by him, 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 employees and workmen, warehouses, mechanical workshops, telephone and radio communication facilities, and any other installation for the efficient carrying out of the operations under this agreement. Such installations may be built and/or used by Hunt only to the extent that the existing installations owned by the Greek State or any Governmental agency are not sufficient for Hunt's purposes or when their use is uneconomic for Hunt.

6. Hunt shall also have the right exclusively for the successful carrying out of his operations foreseen by this agreement to reclaim lands or create islands within the exploration area or development concessions at any time held by him under this agreement.

7. The Greek State shall render all lawful assistance to Hunt in obtaining the permits and authorizations from any and all competent authorities, including the military authorities, necessary to achieve the objectives described in the preceding paragraphs. Should the lack of or delay in obtaining the said permits and authorizations render impossible or as a result delay the carrying out of any of Hunt's obligations under this agreement any resulting delay or non-performance whatsoever of the obligations of Hunt under this agreement shall not constitute a transgression of the terms of this agreement and shall be treated

as a case of «force majeure» under article 25 of this agreement.

Article 8.

Stremmatikos Payment.

Hunt shall pay to the Greek State stremmatikos tax of 1,000 drachmae per annum per square kilometer of the area of all development concessions at any time held by Hunt under this agreement. The payment of this tax starts from the moment Hunt becomes the Lessee of concessions.

Article 9.

Royalties

1. Hunt shall pay to the Greek State a royalty of 12 1/2 % on all crude oil and natural gasoline produced and all natural gas produced and sold as measured by him as per paragraph 3 of this article, in the course of his operations under this agreement, freed from water and foreign substances.

The quantities of hydrocarbons used by Hunt for his own operations for fuel, or for the purpose of repressuring, or unavoidable losses in the course of the operations 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 half-year the Greek State shall notify Hunt 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 half-year. Once the Greek State has notified its choice to Hunt, no change in the manner of collecting the royalties shall be made up to the end of the ensuing calendar half-year, unless a mutually satisfactory written agreement is arrived at between the Greek State and Hunt 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 the point of sale for natural gas and at the separation plants for natural gasoline. Hunt 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 Hunt 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 Hunt, and Hunt shall be obliged to store the royalty crude oil to be delivered to the Greek State in his 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, Hunt 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 100/o.

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 Hunt own and operate any trunk pipelines for the transportation of crude oil and natural gas, the Greek State may request Hunt 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 Hunt at cost plus 100/o. The present

paragraph shall not be interpreted as an obligation of Hunt to build any pipelines or any transportation facilities in addition to those which he 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 Hunt for this purpose.

7. a) Prior to the time when Hunt 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 by applying the price paid by the Greek State Refinery or other refineries existing in Greece for crude oil purchased by them from Hunt.

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

8. The value of the royalty on natural gasoline shall be calculated on the average sales price realised by Hunt 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 Hunt 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. At the same time any necessary adjustments will be made if any estimates on which payments of royalty in kind were based, prove to have been inaccurate.

Article 10.

Taxes.

1. The rates of income tax to which Hunt shall be subject during the validity of this agreement shall be no less favorable to Hunt than the rates set out in Law 4049/60, whatever the rate in force from time to time for other corporations or natural persons may be. From the amount of income tax for a business period computed in accordance with this article there shall be subtracted by Hunt the amount of the royalties which have been paid by Hunt in respect of the business period either in cash or in kind pursuant to article 9 of this agreement in order to ascertain the net amount of income tax to be paid by Hunt in respect of the business period. It is agreed that the royalties foreseen in article 9 of this agreement must be paid on any production of hydrocarbons irrespective of whether Hunt's operations result in a profit or loss.

2. The net amount of the income tax determined under paragraph 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. Anyhow, taxes which may be paid in the U.S. by Hunt during the currency of the above mentioned Convention between the United States of America and the Kingdom of Greece after its termination shall not affect the tax on Hunt's net profits payable to the Greek State in accordance with paragraph 1 above.

3. Excepting the mining surface tax provided for in article 8 of this agreement, (stremmatikos), the royalties foreseen in article 9 of this agreement and income tax on the net profits provided for in law 4049/1960, Hunt, his property, operations and rights, his income from operations under this agreement, as well as any machinery, spare parts, accessories, tools and materials of any kind imported from abroad and destined for the

carrying out of Hunt's operations under this agreement (with the exception of fuels of any kind) as well as the hydrocarbons produced by Hunt (with the exception of refined products of any kind) shall be exempted from all taxes, whether direct or indirect or of whatever kind or nature, duties, dues, fees, withholdings and/or contributions, or any other special charge, whether regular or extraordinary or imposed for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and in general of any third party, also from stamp duties, except contributions clearly for services or rights to social security funds of any kind.

In case of death of any foreign physical person, permanently residing abroad and deriving rights from the present agreement, during the currency of the present agreement, the assets inherited by the heirs of such person which result from the present agreement are not subject to inheritance tax and taxes related thereto, foreseen by Greek laws.

This agreement as well as any other agreement or contract based on it which might be executed for the purpose of the acquisition of exploration and exploitation rights of hydrocarbons within the area described in article 1 of this agreement or related to the purposes of this agreement are exempt from dues, taxes, 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 parties.

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

Fees in force from time to time of notaries for the preparation of any agreement related to the purposes of this agreement and of salaried or non-salaried recorders for possible recording of such agreements and of this agreement can in no case exceed 10.000 drachmae for each of them.

4. The shareholders of any corporation organized or controlled by Hunt are exempted as regards their income from such corporation, from any tax, regular or extraordinary or levied for special purposes, duties withholdings, contributions, stamp duties or other charges in favor of the Greek State or any Greek authority or legal entity or any third parties by reason of their capacity as shareholders of such corporation.

5. All expenditures, expenses and charges incurred by Hunt whether inside or outside Greece in connection with his organization and operations under this agreement which will take place prior to the business period during which for the first time he derives gross receipts from the sale of hydrocarbons derived from Hunt's operations under this agreement shall be totalled by Hunt in his books of accounts and amortized over a period of not less than three business periods beginning with the first business period during which there will be derived gross receipts as described above.

6. Should Hunt show a net loss from his operations during a business period after he has acquired his first development concession, this loss shall be carried forward by Hunt and consolidated with the following business period or periods whether they should show profit or loss. Such result, if it continues to show a loss, shall again be carried forward by Hunt and consolidated with the financial results of the next business period or periods. This carrying forward shall be repeated until a net profit arises or this agreement is terminated. Hunt shall not have the right to put forward any claim against the Greek State for losses which he may sustain from his operations under this agreement.

7. The term «net profit» of Hunt as it is used in this article shall mean in respect of each business pe-

riod, the profits which result after deducting from the total gross receipts of Hunt derived from his operations under this agreement, all expenditures, charges and expenses in general incurred by him in his operations under this Agreement irrespective of whether these arise inside or outside Greece. The expenditures, charges and expenses referred to in the preceding sentence and in paragraph 5 of this article shall include, but not be limited to those mentioned in Schedule «B» of this agreement and their deduction shall be permitted irrespective of restrictions in force or to be imposed relative to the deductions in question. The above expenditures, charges and expenses shall not include, however, the royalties foreseen in article 9 of this agreement. The determination of the gross receipts and the expenditures, charges and expenses shall be in accordance with accounting practices and principles as generally accepted in the international petroleum industry.

In case the royalties are paid in kind during any business period according to article 9 of this agreement their amount as determined in the above article 9 shall be added to the gross receipts of Hunt in computing «net profits» in accordance with this article. At the end of this agreement there is appended Schedule «B» showing the items of cost, expenses, charges and other expenditures of Hunt under this paragraph.

8 a) Hunt shall close his balance sheet within two months from the end of the business period which will be of one year's duration

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

c) Hunt shall pay each time the total tax amount assessed on the basis of his 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 this agreement for the monthly or half-yearly payments of amounts foreseen by the above provisions being reserved and Hunt being only obliged to pay the income tax on the profits of the preceding business period each time.

e) The provisions of legislation from time to time in force regarding additional taxes for inexact declarations have no application in this instance as long as the differences arising as regards the tax due do not result from alterations of the business period's results due to the fault of Hunt but are due to a mistake or to a different interpretation by Hunt 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, or physical persons 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 them, as well as for appeals against the relative decisions and the assessment of tax are applicable in this instance also.

g) It is understood that the provisions of article 21 of this agreement do not apply to any transgression of the obligations of Hunt under this article.

Article 11.

Import and Export of Machinery, Equipment, and Materials.

1. Hunt shall have the right to import from abroad and to use for his operations under this agreement all machinery and equipment, including any spare parts thereof, and any materials of whatever nature, which in the judgment of Hunt are necessary and best suited for the carrying out of his operations. The present agreement is in lieu of any special authorization or 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 paragraph 1 above except fuels of any kind and lubricants but including the vehicles, whether self-moving or not, upon which machinery, instruments, cranes or any kind of accessories necessary for the operations of Hunt are fixed, as well as tractors, and finally, jeeps or equivalent vehicles of whatever kind in number not exceeding six at the beginning of operations and thereafter one for each calendar year, shall be exempt from import duties and all other taxes, charges, fees, contributions and stamp duties.

3. Hunt shall be free to export at any time all the machinery equipment and materials, including spare parts, and any kind of vehicles, imported by Hunt into Greece in accordance with paragraphs 1 and 2 of this article, except as otherwise provided in article 22 of this agreement, and such exports shall not be subject to any special authorization or necessary licence in each instance nor to payment of any export duties or any other charges, taxes, fees or stamp duties.

4. Should Hunt sell or otherwise dispose of the objects imported by him under the terms of this article without re-exporting them from Greece, he shall be obliged to pay import duties and other taxes, charges, fees and stamp duties in accordance with the legislation from time to time in force, which may be applicable in this case. However, this responsibility does not apply to Hunt if the sale has been made to the Greek State or to another person or a company or contractor which will be enjoying the same privileges as Hunt under the provisions of this article.

Article 12 .

Domestic Consumption and Exports.

1. The Greek State and Hunt 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. Hunt shall have the right at any time to export freely in any manner and under any conditions determined by him, without any special licence or approval in each instance and without paying any export duties

or other taxes, fees, charges or stamp duties 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 at any time existing and operating in Greece, whichever of these quantities is the smaller, and to retain the proceeds of such sales 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, Hunt shall have the right 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 operating in Greece are smaller than the needs of the domestic market, Hunt shall have the right to export freely quantities in excess of those processed in the refineries.

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

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

b) oblige Hunt to produce such excess quantities, however within the limitations set forth in article 6 paragraph 3 in which case the Greek State shall have the counter-obligation to purchase or arrange to be purchased such excess quantities at posted prices, the Greek State remaining always primarily liable to Hunt for the payment for the quantities of crude oil so purchased and all the other remaining applicable provisions of this agreement being applicable.

3. The term «needs of the domestic market» for the purposes of this article means the quantities of hydrocarbons necessary for the manufacture of all basic refined petroleum products (with the exception of lubricating oils, greases and aviation gasoline) in quantities sufficient to cover the domestic consumption, the consumption of the Greek Armed Forces and of the Greek and foreign ships in Greek ports.

4. Hunt is obliged to supply the Greek State Refinery and any other refinery operating in Greece, with indigenous crude oil in quantities 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 Hunt (hereinafter referred to as the «pre-discovery refineries»), crude oil imported in substitution of the indigenous crude oil, pursuant to the provisions of paragraph 7, 8 and 9 of this article.

5. In order that Hunt may comply with this obligation set forth in paragraph 4 above, the Greek State obligates itself to take such action as may be necessary to ensure that the crude oil produced by Hunt 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 Hunt with supporting data that the indigenous crude oil produced by Hunt 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 Hunt to supply said refineries with indigenous crude oil would both be contingent upon a mutually satisfactory arrangement whereby the primary objective set out in paragraph 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 Hunt's obligation to supply and the Greek State's obligation regarding the priority of purchase of crude oil produced by Hunt in Greece, shall be reduced to the percentage which the production of Hunt bears to the total production of crude oil in Greece by all producers. For the purposes of this paragraph 6 quantities of crude oil in fact supplied by Hunt to all the refineries in Greece under the provisions of this paragraph 6 shall be considered to be equal to the quantities mentioned under subparagraph a) or b) of paragraph 2 of this article, whichever is the smaller.

7. If the Greek State and Hunt are unable to arrive at a mutually satisfactory agreement, as contemplated in paragraph 5 of this article, within six months from the notification by the Greek State to Hunt mentioned under paragraph 5 above, then Hunt shall be obliged to substitute for the crude oil produced by him another crude oil by exporting the crude oil produced by him and importing another crude oil from sources available to Hunt outside of Greece, of a quality and gravity nearest to the crude oil suitable to the Greek State and the Greek State shall be obliged to purchase the substituted crude oil or to take the necessary steps for the purchase of such crude oil by the Greek State Refinery and the pre-discovery refineries.

It is moreover agreed that from the time of the above notification and up to the time when a satisfactory agreement has been reached or until the expiration of the above mentioned time limit of six months, whichever of these events occurs first, the Greek State agrees that :

a) It will cause the Greek State Refinery and the pre-discovery refineries to purchase the maximum quantity of indigenous crude oil produced by Hunt which could be utilized in said refineries by adjustment of the quality and gravity of imported crude oil and by adjustment of refining conditions within the design possibilities of the refining units of the said refineries, and

b) Hunt shall not be obliged to produce crude oil exceeding the quantities mentioned under a) above in order to be considered as having complied with the obligations set forth in paragraph 4 above.

8. a) Subject to the provisions of paragraph 6 of the present article, the other provisions of same and the remaining provisions of this agreement, and in so far as existing anterior commitments of the Greek State do not prevent it, it is agreed that :

During the currency 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 Hunt 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.

b) If in spite of such efforts, the Greek State is prevented from achieving the above objective, then

the Greek State shall be obligated to ensure that the Greek State Refinery purchases a amount of crude oil produced by Hunt equal to at least 30o/o of the throughput of said Refinery, subject in this case to the provisions of paragraph 6 of the present article, the remaining provisions of same, and remaining terms of the present agreement and in as much as existing anterior commitments of the Greek State do not prevent it.

9. Any quantity of 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 paragraph 4 of this article.

10. If the indigenous crude oil is 20° API or higher and Hunt substitutes, as mentioned in paragraph 7, 8 and 9 above, Hunt shall import crude oil in quantities equal to the quantities exported. If the indigenous crude oil is below 20° API and Hunt substitutes as mentioned in paragraph 7, 8 and 9 above, the quantity of crude oil which Hunt shall import will be restricted to a quantity having a value CIF port of import equal to 150 o/o 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 Hunt shall be effected at the price posted by Hunt in Greece according to the provisions of paragraph 11, sub-paragraph b) of the present article, plus transportation expenses from field storage tanks to the 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 obliged to ensure priority of purchase by the Greek State Refinery and by other refineries then existing in Greece and Hunt shall not be obliged to produce such crude oil; however, the Greek State agrees that it will cause the Greek State Refinery and the other refineries in Greece to purchase such crude oil to the extent that each of these can utilise it for refinery fuel, asphalt production, etc. provided that in this case the operation of these refineries will not be unfavorably affected. In addition, the Greek State agrees to extend its fullest cooperation in promoting the use of such crude oil as substitute for fuel oil in industries in Greece.

11. a) Before Hunt becomes an exporter of crude oil the price at which the Greek State Refinery and any other refineries in Greece shall be obliged to purchase crude oil produced by Hunt in Greece, shall be fixed at the field storage tanks of Hunt and the said price shall be the arithmetic average, during the month in question of the posted price or prices, as defined in Platt's Oilgram or other similar publications, of the crude oil at Sidon and Tripoli, Lebanon, Banias, Syria and the United Kingdom of Libya (in the event that prices are posted by enterprises exporting crude oil from Libya) after making the usual corrections for gravity and quality differences.

b) When Hunt becomes an exporter of crude oil and establishes in Greece a posted price at his field storage tanks the price at which the Greek State Refinery and other refineries in Greece are obliged to purchase Greek crude oil shall be the above price. Such posted price shall take into account general international petroleum market conditions prevailing at that time considering the quality, characteristics and the location of the crude oil being exported.

12. The payments by the Greek State to Hunt for amounts due for hydrocarbons supplied shall be made

within ten days from the date of presentation by Hunt of the relative bill. In case of failure of the Greek State to make such payments within ten days after receipt of the bill Hunt without prejudice to any rights he may have by law including damages, may stop deliveries of hydrocarbons to the Greek State Refinery and may dispose of the hydrocarbons, if produced, on such terms as he thinks fit including the price, inside or outside of Greece, or stop production.

13. If Hunt owns and operates trunk pipelines for the transportation of crude oil and/or for the transportation of gases, the Greek State may request Hunt to transport the crude oil or natural gas bought by it from Hunt by means of these trunk pipelines or gas lines either to their terminal or to any point located on them. This transportation shall be carried out by Hunt at cost plus 10 o/o. This paragraph 13 shall not be interpreted as an obligation of Hunt to build any crude oil or gas pipelines or any transportation facilities in addition to those which he shall at any moment own or operate, nor to erect any additional installation with respect to such pipelines or other transportation facilities, unless a mutually satisfactory agreement is arrived at between the Greek State and Hunt on this subject in the future.

14. In order to determine the drachmae price of crude oil in accordance with the provisions of this article, the applicable world market prices and transportation expenses, if determined in foreign currency, shall be converted to drachmae equivalent at the monthly average of the daily rates of exchange, as defined in paragraph 6 of article 13 at which Hunt has the right to purchase foreign currency with drachmae during the respective calendar month.

Article 13.

Foreign Exchange

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

a) by converting to Greek currency, through Banks and agents officially authorised 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 Hunt'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 his 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 Hunt for his operation under this agreement.

2. Once production commences, Hunt shall be entitled to meet his cash operating expenses in Greece, including payments to the Greek State in the form of streammatikos, royalties and taxes, out of the drachmae revenues obtained by Hunt from the sales on the domestic market under the terms of article 12. When Hunt's drachmae revenues exceed his cash operating requirements in Greek currency Hunt shall be permitted to remit abroad such drachmae surplus funds derived from the local sale of hydrocarbons, without any prior approval or permission whatsoever. 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, Hunt 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 reason 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) Hunt shall also have the right to retain abroad and freely to dispose of all currency proceeds that are surplus to Hunt'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 Hunt's cash operating requirements in Greek currency then Hunt shall exchange for Greek currency, through banks or agents officially authorized to deal in Greek currency and foreign exchange, U.S. dollars or foreign currency freely convertible into U.S. dollars in amounts sufficient to meet his cash operating requirements in Greek currency.

c) Notwithstanding the provision in the preceding sub-paragraph b) of this paragraph 3, the Greek State will permit Hunt 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) Hunt is unable to maintain or increase his volume of export sales if he 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 under the provisions of this article shall enable Hunt to cover fully all his 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 Hunt for his operations under this agreement.

5. For the purposes of this agreement, drachmae revenues surplus to Hunt's cash operating requirements in Greek currency and drachmae surplus funds shall mean all drachmae funds not needed on a particular day to cover Hunt'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 authorized to deal in Greek currency and foreign exchange, shall make available the amount of U.S. dollars or other currencies convertible into U.S. dollars required by Hunt 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 Hunt that the proposed conversion represents a remittance of funds surplus to Hunt's cash operating requirements

of that day in Greek currency. However, Hunt shall undertake to furnish the Bank or its authorised agents with such weekly and monthly reports as may be required by the Bank of Greece or its agents to verify that the remittances of funds effected by Hunt in the period under review represent remittances of drachmae surplus funds under the terms of this agreement.

7. In case Hunt liquidates in Greece any of his 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 Hunt an amount of U.S. dollars corresponding to the amount in drachmae obtained by means of such liquidation.

8. a) For the purpose of carrying out his operations under this agreement Hunt 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 Hunt than the effective rate or rates of exchange 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 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 Hunt 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 Hunt may maintain in Greek currency, Hunt shall on his books of accounts only, convert all of his foreign currency expenses, charges and obligations, as well as his foreign currency revenues from export sales and other sources, to their drachmae equivalent at the rate of exchange as defined in the preceding paragraph 8 of this article, at which Hunt is entitled to purchase drachmae with foreign currency on the day on which each transaction is lawfully recorded on Hunt'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 paragraph 14 of article 12 and under the preceding paragraph 9 of this article, shall be certified by a recognized Greek or foreign bank approved by the Greek State and Hunt. The applicable rates to be certified by that Bank shall be the buying and selling rates for U.S. dollars, as defined in paragraph 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 Hunt.

11. Hunt is freely entitled without previous licence or approval to conclude any contract whatsoever in foreign currency or exchange for performance in

whatsoever place provided that these contracts are concluded with persons or undertakings established abroad.

Article 14.

Other Obligations of Hunt

1. Hunt shall be obligated to keep accurate records of all his exploration, drilling, producing, transportation and sales operations.

2. Hunt shall submit to the Ministry of Industry quarterly and annual statements covering his 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 Hunt in his own premises, it being understood that authorised 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, Hunt shall comply with such requests, but only to the extent that this compliance does not create an additional unusual expense for Hunt, does not delay or hinder his operations in any manner whatsoever and does not result in the disclosure of data and information which Hunt 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, Hunt shall supply to the Greek State all scientific data collected during his operations, provided however, that any conclusions arrived at by Hunt or his employees through the study of the factual data shall be communicated to the Greek State solely at the discretion of Hunt.

4. Hunt shall advise the Ministry of Industry of any location chosen by him 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 paragraph 2 above.

5. Financial reports of Hunt shall be submitted by Hunt 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 Hunt in order to ascertain the accuracy of the entries, whoever, in such a manner that the operations of Hunt 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 Hunt 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 Hunt 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, report and material submitted by Hunt to the Greek State shall be treated by it as confidential, unless Hunt advises the Greek State in writing with respect of any specific information that he relieves the Greek State from its obligation.

8. As an exception to the above rule, the Greek State shall have the right to communicate to third parties for purposes of scientific publications or other purposes, the scientific or technical data and information supplied to it by Hunt, three years after the termination of Hunt's rights with respect to any specific exploration

area or concession to which this information applies or immediately upon termination of this agreement. Hunt shall not unreasonably withhold his consent concerning request of the Greek State to publish or communicate to third parties for publication or otherwise, earlier than stipulated in the preceding sentence, specific parts of the information supplied to it by Hunt if, in Hunt's opinion this may be done without harming his interests.

Article 15

Occupation of Land, Right of Way, Right to Use Water and Building Materials

1. Hunt 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 expenses and care of Hunt.

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 Hunt, 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 Hunt 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 Hunt the relative indemnity having to be paid by Hunt.

Hunt has furthermore the right to use, in compliance with the relative provisions of article 12 of law 1540 [1938 of law 2344] [1940 regarding coasts 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 Hunt and in the fulfilment of his 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 Hunt, will be considered as «force majeure» entailing also the consequences of «force majeure».

Article 16

Use of Contractors

1. For the carrying out of Hunt's operations under this agreement, including the carrying out of geo-physical surveys and deep exploration drillings Hunt 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 paragraph I shall be communicated by Hunt to the Greek State, who shall be obliged to keep the texts of such contracts confidential.

3. The provisions of articles 11 and 17 of the present agreement shall apply to Hunt'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 Hunt and to foreign contractors and sub-contractors.

4. The fees paid to the contractors and sub-contractors by Hunt during any business period shall qualify as investment of Hunt in the meaning of article 3 of this agreement.

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

Article 17

Employment of Greek and Foreign Personnel

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

2. Upon application by Hunt the state is obligated to approve permits for entry in Greece and permits for staying, working and travelling in Greece for Hunt's foreign personnel mentioned under paragraph 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 Hunt in Greece.

3. The foreign employees of Hunt 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 Hunt 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 Hunt's books. In addition, these employees shall be entitled to the benefits of law 1413/1950 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 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 Hunt shall pay all other Greek taxes in accordance with legislation from time to time in force.

4. Hunt is obliged to employ Greek subjects in any job or position not requiring special technical or administrative knowledge or experience. With respect

to jobs requiring specialized knowledge it shall be the principle of Hunt to employ the largest possible number of Greeks whom it is possible to find in Greece as long as in Hunt's judgment these persons are suitable for the carrying out of the operations under this agreement.

5. With respect to labor accidents which may occur during the operations under this agreement, Hunt 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. Hunt shall be obligated beginning with the year following the year of the first discovery of hydrocarbons, as per article 5 paragraphs 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 Hunt 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 Hunt, 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 Hunt, who may refuse such approval if in Hunt's opinion this candidate is unsuitable for the carrying out of his assignment. Hunt shall also have the right to request the Greek State to recall a trainee already approved by Hunt, 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 Account.

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

Hunt is permitted to show his expenditures and his investments in U.S. dollars and to keep his books of account and issue his financial statements in this same currency. Hunt's tax returns however, submitted to the Greek authorities shall be denominated in drachmae, using the rule for conversion of foreign currency amounts set forth in paragraphs 8 and 9 of article 13.

Article 19.

Managerial and Administrative Freedom.

Hunt shall have full unrestricted and complete managerial and administrative freedom in the conduct of his operations and activities during the currency of this agreement. Hunt shall have complete freedom to determine and to carry out in his own absolute free judgment his investment policy, as well as his 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 opera-

tions, installations, books and records of Hunt's operations in Greece with the exclusive object of ascertaining the expenses related thereto.

Article 20.

Surrender.

1. At any time during the currency of this agreement, Hunt 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 Hunt, provided however, that if only a part of an exploration area is surrendered such part shall measure not less than fifty square kilometers.

2. At any time during the currency of this agreement Hunt shall have the right to surrender voluntarily to the Greek State any or all of the development concession held by him at that time.

3. As from the date on which any voluntary surrender shall be effected under paragraphs 1 and 2 above, all the rights and obligations of Hunt relating to the surrendered exploration area or part thereof or to the surrendered development concession shall terminate provided that Hunt shall have fulfilled all his 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 that Hunt 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 the 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 Hunt'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 Hunt, at any time during the currency of this agreement, impose fines on Hunt, 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 herebelow (a) to (f) the fine may reach up to U.S. dollars 300,000; these cases are limited to the following:

a) non compliance with the investment obligations as stipulated in article 3;

b) non compliance with the working obligations as stipulated in article 4;

c) non compliance with the arbitration award rendered in pursuance of the stipulations of paragraph 4 article 6;

d) failure to pay assessed royalties, as stipulated in article 9;

e) failure to satisfy 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 paragraph 1 shall be notified immediately in writing to Hunt and the fine shall be paid by Hunt within thirty days from such notification provided however, that Hunt has not initiated procedures for remedying his transgression

or non compliance within the said period of thirty days and does not continue the 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-paragraph (c) of paragraph 1 of this article. Any such recourse to arbitration shall suspend the effectiveness of the fine for the currency of the arbitration proceedings. Both the imposition and the amount of the fine shall be subject to the judgment of the Arbitration Court. If the award of the Arbitration Court is not in favor of Hunt, Hunt shall have thirty days after notification of the final award within which to comply therewith and such compliance by Hunt 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 Hunt, to declare Hunt forfeited from his 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 paragraph 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 Hunt at any time during the validity of this agreement.

4. The forfeiture as per paragraph 3 above, may apply to all the rights of Hunt under this agreement, or only to specific exploration areas or concessions at that time held by Hunt, depending on the fact as to whether the non compliance or the default of Hunt 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 Hunt shall forfeit any or all of his rights under this agreement shall be notified immediately to Hunt and the forfeiture shall become effective ninety days after such notification, provided however, that Hunt has not initiated procedures for remedying the noncompliance 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-paragraph (b) of paragraph 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 Hunt, Hunt shall have thirty days after notification of the final award within which to comply therewith and compliance by Hunt 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 Hunt or for the declaration of any forfeiture by Hunt of his rights under this agreement, and a certified copy of this opinion shall be sent to Hunt together with the notification mentioned in paragraphs 2 and 5 of this article.

7. The notifications under paragraphs 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 Hunt under this agreement and all extensions of such period of validity have expired.

9. In case of termination of this agreement either by expiration (paragraph 8 above) or by forfeiture (paragraphs 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 Hunt accrued up to the date of such termination shall have to be complied with by Hunt, including the applicable obligations mentioned under paragraph 3 of article 20).

Article 22

Disposal of Hunt's Property

1. After the termination of the rights of Hunt 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 Hunt on the exploration areas or part thereof, or on the development concessions, with respect to which Hunt's rights have terminated, whether productive of hydrocarbons or not, with the well-heads and the casings existing in these wells, shall be turned over to the Greek State free of charge.

All the non productive wells must be properly plugged by and at the expense of Hunt 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, under the conditions however, that Hunt has the right to remove all producing, gathering, storage and preliminary treatment installations, and material to the extent that this can be done without damaging or endangering the wells.

2. Except as provided under paragraph 1 of this article, Hunt shall have the right to dispose freely and in any manner whatsoever of all his movable and immovable property and of any rights of any nature during the whole currency of this agreement and upon termination or expiration of the same for any reason whatsoever, irrespective of whether this movable or immovable property or other rights are located within or outside the exploration area and/or development concessions of Hunt.

3. However, should Hunt desire to sell his movable or immovable property and any other rights of any nature of those located within an exploration area or development concession, with respect to which Hunt's rights have terminated, the Greek State shall have the preferential right to acquire all or any part of such movable or immovable property and of such rights at the price at which Hunt can dispose of them.

4. During the last five years of the validity of each of the development concessions held by Hunt under this agreement no sales of immovable property belonging to Hunt and located within such development concession shall be permitted without the prior written approval of the Greek State. In case such approval of the Greek State 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 currency of the present agreement or upon termination of same Hunt disposes of this movable or immovable property by sale then, if the proceeds of such sale exceed the value of the property sold, as the same is shown on the books of Hunt 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 Hunt 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 expenses and charges and expenditures mentioned in article 10 paragraph 5 of this agreement, so long as this sale of property is made prior to the business period during which Hunt 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 will either be deducted from the gross receipts of Hunt for the business period during which the sale took place, as specifically stated in paragraph, 1, sub-paragraph (h) of Schedule «B» attached hereto, or added to the expenditure, charges and expenses, mentioned under paragraph 5 of article 10 of this agreement.

6. Should Hunt still have any assets (whether movable or immovable) in Greece or elsewhere, two years after the termination of this agreement, such assets shall be liquidated by Hunt and the proceeds of such liquidation shall be distributed equally between the Greek State and Hunt it being understood that Hunt's share shall not be subject to the payment of any taxes, whether direct or indirect of any nature or of any kind, dues, stamp duties, duties, retentions or contributions or any special taxation, ordinary or extraordinary, for a specific purpose 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 Hunt through the free disposal of this movable and immovable property and of any rights of any nature, located in Greece, in pursuance of paragraph 2 of this article, shall be convertible into U.S. dollars at the rate and under the conditions stipulated in article 15.

Article 23

Transfers

1. Hunt shall have the right to assign in whole or in part this agreement and to transfer under conditions freely agreed by him any rights granted to him under this agreement :

a) to a corporation organized by and controlled by the assignor, or

b) to Haroldson Lafayette Hunt (father of Hunt) or any one or more of his descendants, without further approval, or

c) to any other third party, in this case however, only upon the prior 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 assignee.

2. The Minister of Industry may however, disallow the transfers foreseen under paragraph 1, sub-paragraph (a) of this article for reasons of national security.

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

4. No taxes, fees, charges, levies or assessments shall be made on any such transfer.

Article 24

Applicable Laws

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

2. Hunt and his 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 conditions 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 Hunt and his operations and property in Greece are concerned.

Article 25

Force Majeure

1. Failure by Hunt to carry out any of his obligations under this agreement shall not give the right to raise 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 enemy, blockades, acts of God, epidemics, earthquakes, fires, explosions, floods, accidental occurrences, revolutions, war, civil commotions, insurrections, riots, strikes, any act or acts of the Government or of any Greek authority or of any foreign Government and every other unforeseen circumstances or act beyond the control of Hunt. If by reason of such force majeure the compliance of Hunt with his obligations or the exercise of his rights under this agreement is delayed, the period of such delay shall be added to the period fixed in this agreement for such compliance or such exercise of rights.

2. Should this status of force majeure due to one or more causes continue for more than one continuous year, Hunt shall have the right to surrender in favor of the Greek State in writing all his rights and obligations under this agreement and upon such written surrender this agreement shall terminate. Upon such surrender Hunt shall be relieved from all his obligations of whatever nature under this agreement, and the Greek State as well as Hunt shall not maintain 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 paragraph 2 of this article, any controversy arising between the Greek State and Hunt with respect to this agreement shall be settled exclusively 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 disputes or disagreements as regards the interpretation and implementation of the terms of this agreement which may 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 specify by written notice addressed and sent to the other party to the dispute precisely the questions for-

ming the object of the dispute or disagreement and nominating his arbitrator and shall invite him to proceed with the nomination of the second arbitrator. The party on whom such notice is served is obliged within a time limit of 20 days from the service of such application of arbitration to nominate his arbitrator by a written notice. Should this time limit elapse without any action being taken, the second arbitrator is nominated by the President of the International Court of Justice at the Hague on the request of the party desiring arbitration. The arbitrators appointed are obliged within twenty days from the notification of the appointment of the second arbitrator, to select by common agreement the third arbitrator who will be the President of the Arbitration Court. Should the arbitrators not agree on the person of the third arbitrator or should the time limit for his nomination have elapsed without any action having been taken 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 must render their award within two months from the notifications to the third arbitrator of his appointment. The above time limit may be extended by common agreement of the Greek State and Hunt. The arbitrators are not bound to follow any formal procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections on the spot, order expert opinions to be given 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 manifestation of the impediment or the refusal which manifestation will be certified by deed signed by the remaining arbitrators, until the replacement of the arbitrator who refuses to continue the arbitration or is prevented from it.

The decision of the arbitrators is taken by unanimity or by majority and the 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 party defeated in the procedure.

Article 27.

Use of property owned by the Greek State

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

a) either as a result of the expropriation procedure foreseen in article 15 of this agreement, or
b) on the basis of the other stipulations of the said article 15, or

c) by virtue of any kind of contractual arrangements between the Greek State and Hunt to be concluded during the course of Hunt's operations, Hunt shall be obliged to take care of this property, as if he 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 Area Conceded

1. The Greek State declares hereby that no legal rights or claims exist referring to the exploration and

development of hydrocarbons within the original exploration area as defined in article 1. Should any such claims be brought forward, the Greek State undertakes the obligation to safeguard the rights granted to Hunt under this agreement and to defend the interests of Hunt against any such claims. If, however, a third party would successfully assert a right against Hunt or if such right would be recognised definitely, and finally by decision of a Greek Court or otherwise, Hunt shall have the right to terminate this agreement liberating himself from all and any of the obligations assumed under this agreement and the Greek State shall have to reimburse to Hunt any amount spent by Hunt under this agreement up to the date of said termination.

2. It is self-understood that the Greek State, during the currency of this agreement will not itself, nor will it grant any rights to any third party to carry out any operations for the exploration or development of any hydrocarbons on any exploration area or development concession held by Hunt from time to time under the provisions of this agreement.

Article 29.

Marketing and Refining Marketing.

1. By virtue of the present agreement and without any other formality Hunt is by right acquiring the right to sell and distribute petroleum products in Greece. Hunt 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. Hunt shall, however, have the right to import on equal terms with other marketers and to the extent of his 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 Hunt 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 licences or permits have been granted to marketers of petroleum products in Greece.

3. As regard outlets for the distribution of fuel:

a) Hunt shall have the right, on the basis of free negotiations, to enter into contractual arrangements with the possessors of licences for outlets for the distribution of fuel (hereinafter in this paragraph called «licenses») for the distribution through them of his 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 Hunt for

the distribution of his products. The contractual arrangements under sub-paragraph (a) and under the following sub-paragraph (b) shall become effective after Hunt constructs and completes storage facilities adequate to his 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 Hunt establishes himself for the first time in Greece and since it is possible that in the areas where the number of «licenses» is restricted, he will encounter difficulties, impossible to overcome, in his attempts to enter into contractual arrangements under normal commercial conditions, with such a number of «licenses» as would make it possible for Hunt to exercise his activity, it is hereby agreed that the Greek State undertakes the obligation to grant, during a period of five years from the completion by Hunt of the first deep exploration well as defined in article 4 paragraph 8 to persons adequate in its opinion and acceptable to Hunt a hereinafter defined number of «licenses» under the condition that such «licenses» shall be used for the exclusive distribution of Hunt'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 licensees in each of such areas, who have entered into contractual arrangements with Hunt reaches ten 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-paragraph (b)) the Greek State shall be relieved from any further obligation to grant «licenses» in accordance with the sub-paragraph (b) as soon as such percentage (10 %) shall have been reached. It is also agreed that the provisions of this sub-paragraph (b) are subject to the sine qua non condition that for the issuance each time of the «licenses» as provided for in this sub-paragraph (b) Hunt must necessarily have completed one deep exploration well, as defined in article 4, paragraph 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-paragraph (b) to the following year or years.

It is further understood that also after the provisions of this sub-paragraph (b) have been complied with by the Greek State, Hunt shall continue to conduct his 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 currency of this agreement the production of indigenous crude oil by Hunt reaches such a level that he shall have the right to export crude oil, he shall also have the right to construct and operate a refinery to refine therein the crude oil which he has the right to export and to export the petroleum products obtained from this crude.

B) If at any time during the currency of this agreement the needs of the domestic market are not covered by the output of the then existing refine-

ries and Hunt's production of indigenous crude oil exceeds the capacity of the then existing refineries, the Greek State shall :

a) either grant to Hunt 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 Hunt's crude oil production, whichever of these quantities is the smaller exceed the capacity of the then existing refineries, or,

b) authorize Hunt to utilize his refinery, constructed under the provisions of A above, for the purpose mentioned under a) above.

It is however, understood that the provisions under B (a) or (b) above, shall apply only if Hunt shall be the first discoverer and producer of crude oil in Greece, or if other producers of indigenous crude, having discovered crude oil before Hunt 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 Hunt 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 Hunt under this article shall be exercised either by Hunt himself or by a related or affiliated company or companies.

Article 30.

Guarantee.

1. Hunt is obliged to deliver to the Greek State (Directorate of State Mines of the Ministry of Industry) within fifteen days from the signature of this agreement a letter of guarantee of a recognised Bank for an amount of U.S. Dollars 300.000 (Three Hundred Thousand). This letter of guarantee shall cover the good performance of the present agreement and all the obligations of Hunt and all his outstanding financial obligations towards the Greek State during the entire currency of this agreement and the above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by Hunt 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, Hunt 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-paragraph (d), paragraph 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, paragraph 1, sub-paragraph (a) and (b) of this agreement.

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

3. The letter of guarantee mentioned in paragraph 1 above shall be returned by the Greek State :

a) If this agreement is not ratified by law as foreseen in article 32 paragraph 1 within six months from the date of its signature, and

b) within one year after the termination of this agreement .

Article 31.

Exemption from Stamp Duties.

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

Article 32.

Effective Date of Agreement

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

2. If this agreement is ratified with modifications Hunt shall not be bound by it and shall have the right to completely withdraw from this agreement. However, Hunt is obligated to declare his 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 Hunt 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 paragraph of this article has lapsed without action by Hunt the effect of this agreement commences on the expiration of the above thirty day time limit.

Article 33.

Communications.

1. Any communication of the Greek State to Hunt 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 Hunt to the Greek State to :

Ministry of Industry
Directorate of State Mines
Athens, Greece

b) For communications of the Greek State to Hunt to :

William Herbert Hunt
c/o EMMANUEL D. CARASSO, 9 Venizelos Street,
Athens, Greece

as agents for acceptance of documents

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

Article 34.

Technical and Financial Assistance.

Hunt declares that he has available to him for use to the extent required or deemed advisable the entire geophysical and geological facilities of the entire Hunt organization in the Dallas, Texas, U.S.A. office and that those technical facilities and personnel, to the extent they are required, will be available to Hunt in the work done in Greece, Hunt declares that he has available to him should he need or require the use of technical drilling knowledge, both on land and offshore, the personnel of Penrod Drilling Company and

its technical personnel in its Dallas, Texas, U. S. A. office, which Hunt will call upon when needed in his opinion to efficiently conduct his drilling operations in Greece.

Hunt further declares that should he execute a transfer to the transferees mentioned in article 23, paragraph 1, sub-paragraphs a) and b) or either of them, he will make available the foregoing technical assistance and underwrite all necessary financial assistance for the fulfilment of the purposes of the present agreement and keeping of his [their] obligations deriving therefrom towards the Greek State as outlined in this agreement.

Article 35.

Protection of Investment under Legislative Decree 2687/1953.

The Greek State shall grant to Hunt 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 imported from abroad of any kind and nature, 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 Hunt 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 Hunt. Possible recourse of Hunt 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 currency of the arbitration procedure and during one month from the notification to Hunt 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 Hunt have signed this agreement, typed on one side only and affixed their respective seals thereto.

Athens September 22, 1960

For the Greek State
The Minister of Industry
N. MARTIS.

For Hunt
EDWIN DAVIS GUINN
Agent.

SCHEDULE «B»

Costs Expenses and Charges

1. The items of costs, expenses and charges referred to in paragraph 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 percent 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 made directly or indirectly by Hunt. It is self understood that if Hunt would procure himself any amount through a loan from third parties, in order to cover the minimum amounts to be invested under article 3 paragraph 1 of this agreement, in no case the interest relating to this amount may be brought to the debit of the exploitation account;

g) remuneration and payments for services by others, whether:

1. accrued or paid directly to them, or

2. accrued or paid directly 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) depreciation and amortizations as foreseen by paragraph 4 of the present schedule B.

j) net losses from operations, as permitted by paragraph 6 of article 10 of the agreement;

k) the stremmatikos payment provided for in article 8 of this agreement;

l. exploration expenses and intangible drilling expenses (as defined in paragraph 3 of this schedule) that are elected to be deducted currently, as permitted by paragraph 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 natural persons or legal entities of whatever nature;

n) all expenditures made by Hunt in the preparation for and conduction of geological work under the terms of letter dater March 18, 1960 and executed on April 26, 1960, including all such other expenditures made or incurred prior to the effective date of the agreement.

2. Exploration expenses and intangible drilling expenses both of which terms are defined in paragraph 3 of this schedule, that are incurred after Hunt has obtained his 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 paragraph 4 of this schedule. The election to deduct or to capitalize may be made annually by Hunt 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 expendi-

tures 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, casing, 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 in-

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

ΠΑΡΑΡΤΗΜΑ Α'

SCHEDULE A'

EXHIBIT "A"

Απόβλεμμα ἐν τοῦ γεωλογικοῦ χάρτου τῆς Ἑλλάδος 1954

ΚΑΙΜΑΞ 1: 500.000

περιοχή Θεσσαλονίκης

περιοχή **A** ὡς ἐγγιστα 3.000 τετρ. χιλιομ.

περιοχή **B** " " 1.700 " "

0° 00' 00" εἰς 23° 43' 12" ἀνατολιῶς Greenwich

OVERLAY ON GEOLOGICAL MAP OF GREECE 1954

SHOWING 0° 00' 00" AT 23° 43' 12" EAST OF GREENWICH

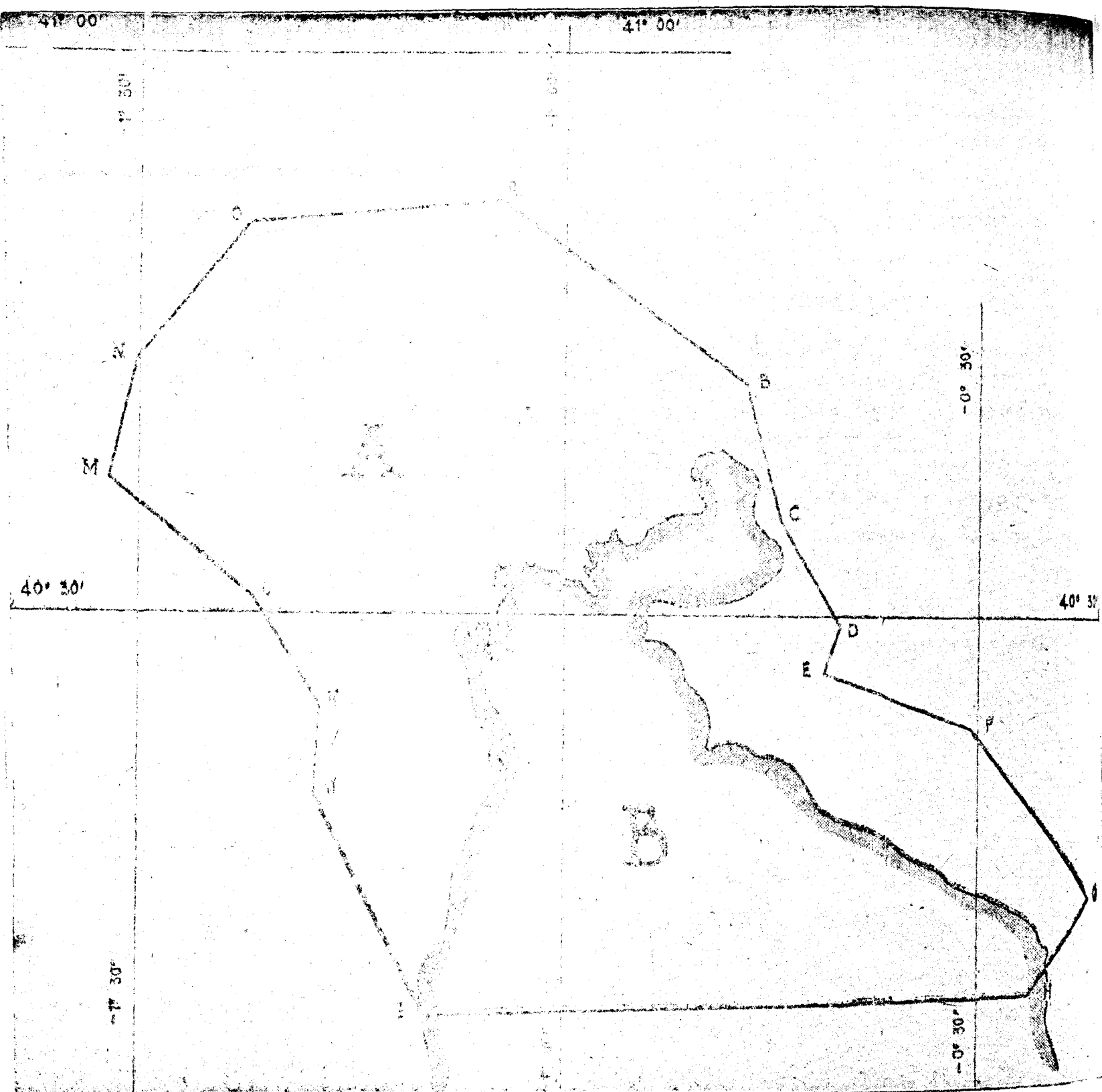
SCALE 1: 500.000

AREA OF THESSALONIKI

Area **A** approximately Sq Kl 3.000

" **B** " " " 1.700

A	40° 52' 00"	- 1° 04' 20"
B	40° 42' 15"	- 0° 46' 20"
C	40° 35' 00"	- 0° 44' 10"
D	40° 29' 45"	- 0° 40' 00"
E	40° 26' 30"	- 0° 41' 00"
F	40° 24' 00"	- 0° 30' 00"
G	40° 14' 50"	- 0° 20' 50"
H	40° 09' 45"	- 0° 25' 50"
I	40° 08' 30"	- 1° 10' 10"
J	40° 20' 00"	- 1° 17' 50"
K	40° 26' 20"	- 1° 17' 50"
L	40° 30' 40"	- 1° 21' 30"
M	40° 37' 20"	- 1° 32' 50"
N	40° 48' 30"	- 1° 31' 00"
O	40° 50' 50"	- 1° 22' 45"



ΣΥΜΒΑΣΙΣ

Περί τροποποιήσεως καὶ συμπληρώσεως τῆς μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρίας «ΕΛΛΗΝΙΚΟΣ ΗΛΙΟΣ» Συμβάσεως ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐν Θράκῃ.

Ἐν Ἀθήναις τῇ 9ῃ Μαΐου 1960 ἡμέραν τῆς ἐβδομάδος Δευτέραν καὶ ἐν τῷ Καταστήματι τοῦ Ὑπουργείου Βιομηχανίας μεταξὺ τῶν ἀφ' ἑνὸς μὲν τοῦ κ. Νικολάου Μάρτη, Ὑπουργοῦ Βιομηχανίας ὡς ἐκπροσωποῦντος τὸ Ἑλληνικὸν Δημοσίον καὶ ἀφ' ἑτέρου τῶν κ.κ. Ἀγγέλου Λεοῦση Ἀντιπροέδρου καὶ Ἀλβέρτου Δροῦκερ, Συμβούλου, κατοίκων Ἀθηνῶν τοῦ μὲν πρώτου Πινδάρου 5 τοῦ δὲ δευτέρου Ἰ-θάκης 17, ἐνεργούντων ἐν προκειμένῳ ὡς πληρεξουσίων καὶ τῇ εἰδικῇ ἐντολῇ τῆς ἐνταῦθα ἐδρευούσης Ἀνωτάτου Ἑταιρίας ὑπὸ τὴν ἐπωνυμίαν «Ἀνώνυμος Ἑταιρία Ἑρευνῶν καὶ Ἐκμεταλλεύσεως Πετρελαίων «ΕΛΛΗΝΙΚΟΣ ΗΛΙΟΣ» δυνάμει τοῦ ὅδε προσαρτωμένου ἀπὸ 7ης Μαΐου 1960 Πρακτικοῦ τοῦ Διοικητικοῦ Συμβουλίου τῆς Ἑταιρίας ταύτης συνωμολογήθησαν καὶ συνεφωνήθησαν τὰ κάτωθι :

Δυνάμει τῆς ἀπὸ 10 Μαρτίου 1953 Συμβάσεως μεταξὺ ἀφ' ἑνὸς τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἑτέρου τῆς ὡς ἄνω Ἑταιρίας καλουμένης τότε «Ἀνώνυμος Ἑταιρία Ἐκμεταλλεύσεως Μεταλλειοφόρων Στρωμάτων ὁ ΗΛΙΟΣ» μετονομασθείσης δὲ δυνάμει τῆς ἀπὸ 25 Μαΐου 1957 Ἀποφάσεως τῆς Γενικῆς Συνελεύσεως τῶν Μετόχων ταύτης δημοσιευθείσης νομίμως εἰς τὸ ὑπ' ἀριθ. 307)1957 Φ.Ε.Κ., Δελτίον Ἀνωνύμων Ἑταιριῶν εἰς «Ἀνώνυμον Ἑταιρίαν Ἑρευνῶν καὶ Ἐκμεταλλεύσεων Πετρελαίων «ΕΛΛΗΝΙΚΟΣ ΗΛΙΟΣ», τῆς ὡς ἄνω Συμβάσεως ταύτης κυρωθείσης διὰ τοῦ ὑπ' ἀριθμὸν 2691 τοῦ 1953 Νομοθετικοῦ Διατάγματος, τροποποιηθείσης δυνάμει τῶν ἀπὸ 27 Αὐγούστου 1955 καὶ 1ης Ἰουνίου 1956 Συμβάσεων μεταξὺ αὐτῶν, κυρωθεισῶν διὰ τοῦ ὑπ' ἀριθ. 3637 τοῦ 1956 Νομοθετικοῦ Διατάγματος, παρεχωρήθη εἰς τὴν ἐν λόγω Ἑταιρίαν τὸ δικαίωμα τῆς ἀναζητήσεως καὶ ἐκμεταλλεύσεως πετρελαίου καὶ ἐν γένει ὑδρογονανθράκων παντὸς εἴδους (ἐν στερεᾷ ὑγρᾷ καὶ αερώδει καταστάσει) εἰς τὴν περιοχὴν τῶν Νομῶν Ἐβρου καὶ Ροδόπης ὑπὸ τοὺς ἐν τῇ Συμβάσει ταύτῃ ἀναφερομένους ὅρους καὶ συμφωνίας. Ἡδὴ οἱ ὡς ἄνω συμβαλλόμενοι ἔχοντες ὑπ' ὄψιν τὰς διατάξεις τοῦ Ἀρθροῦ 5 τοῦ Νόμου 3948)1959 «περὶ ὑδρογονανθράκων κ.λ.π.» συνομολογοῦσιν καὶ συναποδέχονται ὅπως ἡ ὡς ἄνω Σύμβασις, μετὰ τῶν μνημονευθεισῶν τροποποιήσεων τῆς, καλουμένη ἐφεξῆς «ἀρχικὴ Σύμβασις» τροποποιηθῇ καὶ συμπληρωθῇ διὰ τῶν κάτωθι τροποποιήσεων καὶ συμπληρώσεων συμφώνως καὶ πρὸς τοὺς, ὑπὸ τοῦ Συμβουλίου τῶν Μεταλλείων κατὰ τὴν Συνεδρίαν αὐτοῦ τῆς 1ης Ἀπριλίου 1960 τεθέντας ὅρους καὶ συμφωνίας ὡς κάτωθι :

Ἀρθρον 1.

Τὸ ἐδαφ. γ'. τῆς παραγράφου 2 τοῦ ἄρθρου 9 τῆς ἀρχικῆς Συμβάσεως ὡς ἀντικατεστάθη διὰ τοῦ ἄρθρου 4 τῆς Συμβάσεως τῆς 27ης Αὐγούστου 1955 ἀντικαθίσταται ὡς ἐξῆς: «ἐδαφ. γ'. Κατὰ τὴν διάρκειαν τῆς οὐτως ἀπαραταθισομένης προθεσμίας ἡ Ἑταιρία ὑποχρεοῦται νὰ ἐπενδύσῃ πρὸς ἐνέργειαν Ἑρευνητικῶν Ἑργασιῶν καὶ ἐνδεχομένων Ἑργασιῶν Ἐκμεταλλεύσεως κατ' ἔτος πεντακοσίας χιλιάδας δολλαρίων Η.Π.Α.—Διὰ τοῦ ποσοῦ τούτου ἐν πάσῃ περιπτώσει ἡ μισθώτρια ὑποχρεοῦται νὰ ἐκτελέσῃ τοῦλάχιστον μίαν βαθεῖαν γεώτρησιν βάθους 1.500 μέτρων κατ' ἔτος ἢ μίαν γεώτρησιν βάθους 3.000 μέτρων ἢ ἐκτελέσει ὅμως τῆς ὁποίας θὰ καλύπτῃ καὶ τὸ ἥμισυ τῆς ὑποχρεώσεως τῆς γεωτρήσεως τοῦ ἐπομένου ἔτους. Πᾶν ποσὸν ἐπενδυθὲν ὑπὸ τῆς μισθωτρίας κατὰ τὰς ἀνωτέρω ἐργασίας πλέον τοῦ ποσοῦ τῶν 500.000 δολλαρίων Η.Π.Α. θὰ πιστοῦται ἐναντι τῆς ἐπομένης ἐτησίας περιόδου ἢ τῶν ἐπομένων περιόδων εἰς τρόπον ὥστε ἡ ἐντὸς τῆς τριετίας ἐπένδυσις νὰ ἀνέρχεται ἐν συνόλῳ εἰς 1.500.000 δολλάρια Η.Π.Α.

Διευκρινίζεται, ὅτι βαθεῖα γεώτρησις θεωρεῖται οἰαδήποτε γεώτρησις καθ' ἣν ἀνεκαλύφθησαν ὑδρογονάνθρακες ἢ τὸ γρανιτικὸν ἢ τὸ κρυσταλλικὸν στρώμα ἀνεκαλύφθη εἰς

οἰονδήποτε βάθος μεταξὺ 750 καὶ 1.500 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἢ τὸ γρανιτικὸν στρώμα συναντηθῇ εἰς οἰονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα. ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρῇται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἑταιρία θὰ ὑποχρεοῦται εἰς ἀνόρουξιν συμπληρωματικοῦ φρέατος εἰς βάθος 1.500 μέτρων ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων, ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου στρώματος εἰς οἰονδήποτε βάθος.

Ἡ μισθώτρια ὑποχρεοῦται ἐντὸς τοῦ πρώτου τριμήνου ἐκάστου ἔτους ὡς ἄνω, ἀρχῆς γενομένης ἀπὸ 1ης Μαΐου 1961, νὰ καταθέσῃ ἐγγυητικὴν ἐπιστολὴν μιᾶς τῶν ἐν Ἑλλάδι ἀνεγνωρισμένων Τραπεζῶν ἰσόποσον 100.000 δολλαρίων Η.Π.Α. διὰ τὴν ἐκτέλεσιν τῶν ἐτησίων τούτων ὑποχρεώσεων τῆς, ἐπιστρεπτέαν μετὰ τὴν διαπίστωσιν τῆς ἐκτελέσεως τῶν τοιούτων ἐτησίων ὑποχρεώσεων τῆς. Ἐν καθυστερήσει τῆς μισθωτρίας νὰ καταθέσῃ τὴν τοιαύτην ἐγγύησιν, ταύτην δύναται νὰ καταθέσῃ ὁ μετ' αὐτῆς συνεργαζόμενος ἀλλοδαπὸς Ὄργανισμός, ἄλλως ἢ παροῦσα Σύμβασις ἀτονεῖ αὐτοδικαίως.

Ἐκ τῶν ἀνωτέρω ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἔδαφίου δὲν θὰ ἐπιτρέπεται νὰ πιστωθῶν ὡς ἐξοδα Ὄργανώσεως καὶ Διοικήσεως ποσοστὸν μεῖζον τοῦ 10 ο)ο τῆς τοιαύτης ὑποχρεωτικῆς ἐπενδύσεως. Εἶναι αὐτονόητον ὅτι οἱ περιορισμοὶ οὗτοι τυχάνουν ἐφαρμογῆς μόνον διὰ τὸν ὑπολογισμὸν τῶν ἐλαχίστων ὑποχρεωτικῶν ὀρίων ἐπενδύσεων τῆς Ἑταιρίας.

Ἀρθρον 2.

Εἰς τὸ ἄρθρον 9 τῆς ἀρχικῆς Συμβάσεως ἀναπροστίθεται παράγραφος 4 ἔχουσα οὕτω: «4.—Κατὰ τὸ πέρασ τοῦ δευτέρου ἔτους τῆς προθεσμίας τοῦ ἀνωτέρω ἔδαφίου β'. τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου (30 Ἀπριλίου 1963) ἡ μισθώτρια δέον νὰ ἔχῃ παραιτηθῇ τοσοῦτων ἐκτάσεων, ὥστε ἡ ἀπομένουσα εἰς αὐτὴν ἔκτασις νὰ μὴ εἶναι μεῖζον τοῦ 40 ο)ο τῆς ἀρχικῆς παραχωρηθείσης ἐκτάσεως ὡς αὕτη περιγράφεται εἰς τὸ ἄρθρον 2 τῆς Συμβάσεως τῆς 10ης Μαρτίου 1953. Κατὰ τὸ πέρασ τοῦ τρίτου ἔτους τῆς προθεσμίας τοῦ ἀνωτέρω ἔδαφίου β'. τῆς παραγράφου 2 τοῦ παρόντος ἄρθρου (30 Ἀπριλίου 1964) ἡ μισθώτρια δέον νὰ ἔχῃ παραιτηθῇ τοσοῦτων ἐκτάσεων, ὥστε ἡ ἀπομένουσα τελικῶς κατὰ τὴν λήξιν τῆς προθεσμίας ταύτης ἔκτασις νὰ μὴ εἶναι μεῖζον τοῦ 25 ο)ο τῆς ἀρχικῆς παραχωρηθείσης ἐκτάσεως ὡς ἀνωτέρω». Οἷκαθεν νοεῖται ὅτι εἰς περίπτωσιν μὴ ἀνευρέσεως ὑδρογονανθράκων εἰς ἐκμεταλλεύσιμους ποσότητας μέχρι τῆς 30 Ἀπριλίου 1964 ἡ Σύμβασις θεωρεῖται λευκλήνη.

Ἀρθρον 3.

Τὸ πᾶν μίσθωμα καὶ ὁ στρεμματικὸς φόρος θὰ καταβάλλεται ἀπὸ τῆς 30 Ἀπριλίου 1964. Εἰς περίπτωσιν ἐξευρέσεως ὑδρογονανθράκων πρὸ τῆς ἡμερομηνίας ταύτης εἰς ἐμπορικῶς ἐκμεταλλεύσιμους ποσότητας, τότε ταῦτα θὰ καταβάλλωνται ἀπὸ τῆς διαπιστώσεως τῆς ἐν λόγω ἐξευρέσεως.

Ἀρθρον 4.

Τὸ ἄρθρον 19 τῆς ἀρχικῆς Συμβάσεως ἀντικαθίσταται ὡς ἀκολουθῶς :

«1 Ἡ μισθώτρια εἰσερχομένη εἰς τὸ στάδιον τῆς ἐκμεταλλεύσεως κατὰ τὰ ἐν ἄρθρῳ 9 ὀριζόμενα ὑποχρεοῦται διὰ τοὺς ἐρευνητικοὺς χώρους τοὺς ὁποίους θὰ διατηρήσῃ μετὰ τὸ πέρασ τῆς προθεσμίας τοῦ ἄρθρου 9 παραγρ. 2 ἔδαφ. β'. νὰ ἐπενδύσῃ τὰ κάτωθι πρὸς εἰς Ἑρευνητικὰς Ἑργασίας. α) καθ' ὅλην τὴν περίδον τῶν ἐξ πρώτων ἐτῶν ἀπὸ τῆς εἰσόδου τῆς εἰς τὸ στάδιον τῆς ἐκμεταλλεύσεως δολλάρια Η.Π.Α. 300 κατὰ τετραγωνικὸν χιλιόμετρον ἐτησίως (1.800 δολλάρια δι' ὁλόκληρον τὴν ἐξαστίαν). β) καθ' ὅλην τὴν περίδον τῶν τριῶν ἐπομένων ἐτῶν δολλάρια Η.Π.Α. 500 κατὰ τετραγωνικὸν χιλιόμετρον ἐτησίως (1.500 δολλάρια διὰ τὴν τριετίαν). γ) καθ' ὅλην τὴν περίδον τῶν τριῶν ἐπομένων ἐτῶν δολλάρια Η.Π.Α. 750 κατὰ τετραγωνικὸν χιλιόμετρον κατ' ἔτος (2.250 δολλάρια δι' ὁλόκληρον τὴν τριετίαν). δ) τὰ τρία ἐπόμενα ἔτη καὶ ἐπέκεια, 1.000 δολλάρια Η.Π.Α. ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον

(3.000 δολάρια κατά την τριετίαν). Αί τοιαῦται ἐπενδύσεις γίνονται ὑπὸ τοὺς αὐτοὺς ὅρους ὡς ὀρίζεται ἀνωτέρω ἐν ἄρθρῳ 1 τῆς παρούσης δι' οὗ ἀντικαθίσταται τὸ ἐδαφ. γ' τῆς παραγράφου 2 τοῦ ἄρθρου 9 τῆς ἀρχικῆς Συμβάσεως, ὡς πρὸς τὴν μεταφορὰν τῶν ἐπὶ πλέον ἐπενδύσεων εἰς τὰς ἐπομένους χρήσεις καὶ τὴν ἀφίεσιν τῶν ἐξόδων Ὁργανώσεως καὶ Διοικήσεως.

2. Ἡ μισθώτρια ἐφ' ὅσον ἀνεύρη εἰς ἐρευνητικὸν φρέαρ ἀνοιχθὲν παρ' αὐτῆς ποσότητα ὑδρογονανθράκων ἐξασφαλίζουσαν κατὰ τὴν γνώμην τῆς οἰκονομικῶς σύμφωρον ἐκμετάλλευσιν, δεόντως πιστοποιουμένου τούτου καὶ ὑπὸ τῶν ἁρμοδίων Ὑπηρεσιῶν τοῦ Ὑπουργείου Βιομηχανίας, δικαιούται νὰ ἐπιλέγῃ περιοχὴν ἣτις θὰ ἔχῃ ἔκτασιν μεγίστην βασικῶς 50 τετραγωνικῶν χιλιομέτρων οἰοῦνδήποτε σχήματος καθοριζομένου ὑπὸ τῆς Ἑταιρίας καὶ ἐντὸς τοῦ ὁποίου θὰ περιλαμβάνεται τὸ φρέαρ τοῦτο. Ἡ περιοχὴ αὕτη θὰ δύναται νὰ αὐξηθῇ μέχρι 100 τετραγωνικῶν χιλιομέτρων ἐφ' ὅσον ἡ μισθώτρια ἀποδείξῃ εἰς τὸ Δημόσιον ὅτι ἡ πιθανὴ ἔκτασις τοῦ παραγωγικοῦ φρέατος ὑπερβαίνει τὰ 50 τετραγωνικά χιλιομέτρα.

3. Ὁ ἀριθμὸς τῶν τοιούτων ἐκτάσεων περιλαμβανουσῶν παραγωγικὰ φρέατα εἶναι ἀπεριόριστος.

4. Ἐπὶ τῆς τοιαύτης ἐκτάσεως τῆς περιλαμβανούσης παραγωγικὸν φρέαρ ὡς ἀνωτέρω, ἡ μισθώτρια παύει νὰ ἔχῃ οἰανδήποτε ὑποχρέωσιν ἐρευνητικῶν ἐπενδύσεων ὡς ἡ παράγραφος 1 τοῦ παρόντος ἄρθρου. Ἡ τοιαύτη ἀπαλλαγὴ ἐπέρχεται ἀπὸ τῆς ὑποβολῆς τοῦ σχετικοῦ τοπογραφικοῦ διαγράμματος εἰς τὴν ἁρμοδίαν Ὑπηρεσίαν τοῦ Ὑπουργείου Βιομηχανίας.

5. Ἡ διάρκεια τῆς μισθώσεως ὀρίζεται τριακονταετὴς ἀπὸ 1ης Μαΐου 1964, παρατεινομένη αὐτοδικαίως ἐπὶ μίαν δεκαετίαν εἰσέτι, τῇ αἰτήσῃ τῆς μισθωτρίας ἐφ' ὅσον ἔχει ἐκπληρώσει κατὰ τὴν λήξιν τῆς τριακονταετίας τὰς συμβατικὰς τῆς υποχρεώσεις.

Ἄρθρον 5.

Τὸ ἄρθρον 8 τῆς Συμβάσεως τῆς 27ης Αὐγούστου 1955 ὡς ἀντικατεστάθη διὰ τοῦ ἄρθρου 2 τῆς Συμβάσεως τῆς 1ης Ἰουνίου 1956 ἀντικαθίσταται καὶ αὐθις ὡς ἀκολουθῶς:

Ἄρθρον 8.

1. Ἡ μισθώτρια Ἑταιρία ἔχει τὸ δικαίωμα νὰ εἰσαγάγῃ ἐκ τοῦ ἐξωτερικοῦ καὶ νὰ μεταχειρίζεται διὰ τὰς ἐργασίας τῆς ὡς συμβατικῶς ὀρίζονται αὗται πάντα τὰ μηχανήματα καὶ ἐξοπλισμὸν συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν αὐτῶν καὶ οἰανδήποτε ὑλικά οἰασδήποτε φύσεως τὰ ὁποῖα κατὰ τὴν κρίσιν τῆς μισθωτρίας εἶναι ἀνγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν. Ἡ παροῦσα διάταξις ἐπέχει θέσιν οἰασδήποτε ἀναγκαίας ἀδείας, ἡ ὁποία ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν. Εἰδικῶς ὅμως ἐὰν πρόκειται περὶ εἰσαγωγῆς δι' ἣν ἀπαιτεῖται προηγουμένη ἐξαγωγὴ συναλλάγματος, ἡ προμήθεια τοῦ ὁποίου θὰ γίνεταί διὰ κεφαλαίων ἐκ τοῦ ἐσωτερικοῦ, ἀπαιτεῖται ἐγκρίσις τῶν ἁρμοδίων Ἑλληνικῶν Ἀρχῶν.

2. Τὰ μηχανήματα, ἐξοπλισμὸς καὶ ὑλικά οἰασδήποτε φύσεως ὡς καὶ ἡ συσκευασία τούτων τὰ ἀναφερθέντα εἰς τὴν ἀνωτέρω παράγραφον 1 (ἐξαιρουμένων καυσίμων καὶ λιπνυτικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, εἴτε αὐτοκινουμένων εἴτε ὄχι εἰς τὰ ὁποῖα ἔχουν στερηθῇ μηχανήματα, ἐργαλεῖα, γερανοὶ ἢ οἰανδήποτε ἄλλα ἐξαρτήματα οἰασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς μισθωτρίας καθὼς ἐπίσης καὶ ἐκμισθῆρες καὶ τέλος τζίπς ἢ ἀντίστοιχα ὀχήματα παντὸς εἶδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἑξ κατὰ τὴν ἰσχύν τῆς παρούσης Συμβάσεως καὶ μετέπειτα ἐν δι' ἑκάστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσονται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν, εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Ἡ Ἑταιρία θὰ εἶναι ἐλευθέρη νὰ ἐξαγάγῃ κατ' οἰονδήποτε χρόνον ὅλα τὰ μηχανήματα, ἐξοπλισμὸν καὶ ὑλικά συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν καὶ τὰ

οἰασδήποτε φύσεως αὐτοκίνητα, τὰ εἰσαχθέντα παρὰ τῆς Ἑταιρίας ἐν Ἑλλάδι ὡς ἀνωτέρω ἐν παραγράφοις 1 καὶ 2 ὀρίζεται, ἐκτὸς ἐὰν θεσπίζουσιν διαφοροτρόπως ἄλλαι διατάξεις τῆς παρούσης Συμβάσεως. Αἱ τοιαῦται δὲ ἐξαγωγὰι δὲν ὑπόκεινται εἰς οἰανδήποτε ἰδιωτικὴν ἐξουσιδότησιν ἢ ἀδειαν, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἰονδήποτε φόρων ἐξαγωγῆς, δασμῶν ἢ ἄλλων φόρων καὶ τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου. Εἰς ἣν περίπτωσιν τ' ἀνωτέρω εἰσῆλθον διὰ συναλλάγματος χρηρηθέντος ὡς ἐν παραγράφῳ 1 ὀρίζεται ἐκ κεφαλαίων τοῦ ἐσωτερικοῦ, δὲν ἐπιτρέπεται ἡ ἐπακεξχώρη ἄνευ προηγουμένης ἀδείας τῶν ἁρμοδίων Ἑλληνικῶν Ἀρχῶν.

4. Ἡ μισθώτρια δικαιούται πρὸς κάλυψιν τῶν ἰδίων ἀνγκῶν τῆς νὰ χρησιμοποῖ ὑδρογονανθράκους εἰς ὑγρὴν ἢ ἀερώδη κατὰστασιν προσερχομένους ἐκ τῶν πηγῶν τῆς, αἱ ὁποῖαι δὲν θὰ συνυπολογίζονται διὰ τὸν καθορισμὸν τοῦ ἐν ἄρθρῳ 12 τῆς ἀρχικῆς Συμβάσεως ὡς ἐτροποποιήθη μεταγενεστέρως ἀναλογικῶς μισθώματος.

Ἄρθρον 6.

1. Ἡ μισθώτρια Ἑταιρία ὑπόκειται εἰς φορολογίαν εἰσοδήματος κατὰ τὰς κειμένας γενικὰς διατάξεις, τοῦ φορολογικοῦ συντελεστοῦ ὀριζομένου δι' ὁλόκληρον τὴν περίοδον ἰσχύος τῆς Συμβάσεως εἰς τὸ ἰσχύον σήμερον ποσοστὸν 35 ο/ο μὴ δυνάμενον νὰ μεταβληθῇ καὶ εἰς ἣν ἐτι περίπτωσιν τοῦτο ἤθελεν αὐξηθῇ ἢ μειωθῇ διὰ γενικῆς διατάξεως.

Διὰ τὸν προσδιορισμὸν τῶν ἐκ τῆς ἐκμεταλλεύσεως φορολογητέων κερδῶν θὰ ἰσχύουν αἱ κατὰ τὸν χρόνον τῆς συνάψεως τῆς ἀρχικῆς Συμβάσεως μεταξὺ τοῦ Δημοσίου καὶ τῆς μισθωτρίας Ἑταιρίας σχετικαὶ διατάξεις ὡς καὶ αἱ περὶ προσθέτων ἀποσβέσεων διατάξεις τῆς ὡς ἄνω ἀρχικῆς Συμβάσεως, μὴ ἐφαρμοζομένων ἐν προκειμένῳ ἐτέρων διατάξεων, δυσμενεστέρων ἢ εὐμενεστέρων, αἵτινες ἐθεσπίσθησαν μεταγενεστέρως ἢ θέλουσιν θεσπισθῇ εἰς τὸ μέλλον ὅσον ἀφορᾷ τὰς ἀποσβέσεις ἢ ἄλλας εἰδικὰς ἐκπτώσεις.

2. Κέρδη κτώμενα παρὰ τῆς ἀλλοδαπῆς Ἑταιρίας ἢ Ὁργανισμοῦ ἐκ τῆς συνεργασίας μετὰ τῆς μισθωτρίας Ἑταιρίας, ὑπὸ τὰς προϋποθέσεις τῆς παρούσης Συμβάσεως ἢ μερίσματα κτώμενα παρὰ τῆς ἰδίας ἀλλοδαπῆς Ἑταιρίας ὑπόκεινται εἰς τὸν κατὰ τὰς κειμένας διατάξεις φόρον εἰσοδήματος ἐπὶ τῇ βάσει συντελεστοῦ 35 ο/ο, ἐφαρμοζομένης καὶ ἐν προκειμένῳ τῆς διατάξεως τῆς ὡς ἄνω παραγράφου 1, δι' ἣς ὀρίζεται τὸ ἀμετάβλητον τοῦ συντελεστοῦ, ὡς καὶ ὁ τρόπος ὑπολογισμοῦ τῶν ἐκ τῆς ἐκμεταλλεύσεως φορολογητέων κερδῶν.

Ἡ ἀλλοδαπὴ Ἑταιρία ἢ ὁ ἀλλοδαπὸς Ὁργανισμὸς εἰς οὐδένα, πλην τοῦ ἀνωτέρω, ἑτερον φόρον, τακτικὸν ἢ ἔκτακτον, τέλη, κρατήσεις ἢ εἰσφορὰς ἢ ἄλλας ἐπιβαρύνσεις ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἰασδήποτε ἄλλης ἀρχῆς ἢ νομικοῦ προσώπου θὰ ὑπόκειται διὰ τὰ ἐκ τῆς τοιαύτης συνεργασίας ἀποκομιζόμενα κέρδη ἢ μερίσματα ἐκ μετοχῶν τῆς μισθωτρίας Ἑταιρίας.

3. Αἱ διατάξεις τῆς παρούσης Συμβάσεως αἱ ἀφορῶσαι τὰς δασμολογικὰς ἢ φορολογικὰς ἐν γένει ἀπαλλαγὰς ὡς καὶ αἱ διατάξεις τοῦ παρόντος ἄρθρου ἐφαρμόζονται καὶ ἐπὶ τοῦ ἀλλοδαποῦ Ὁργανισμοῦ ἢ συσταθησομένης νέας Ἑταιρίας, εἰς ἣν ἤθελεν ἐκχωρηθῇ τὰ ἐκ τῆς παρούσης Συμβάσεως ἀπορρέοντα δικαιώματα καὶ υποχρεώσεις ὑπὸ τοὺς ἐν αὐτῇ τιθεμένους ὅρους καὶ προϋποθέσεις.

Ἄρθρον 7.

Εἰς τὴν παράγραφον 6 τοῦ ἄρθρου 9 τῆς Συμβάσεως τῆς 27 Αὐγούστου 1955 ἡ φράσις «ἐπὶ μίαν δεκαετίαν» ἀντικαθίσταται διὰ τῆς φράσεως «ἐπὶ μίαν δεκαετίαν ἀπὸ τῆς ἰσχύος τῆς παρούσης Συμβάσεως».

Ἄρθρον 8.

1. Ἡ μισθώτρια δηλοῖ ὅτι μετὰ τὴν ταύτης καὶ τῆς REGIE AUTONOME DES PETROLES ETABLISSEMENT DE L'ETAT FRANCAIS (καλουμένης ἐν συντομίᾳ R.A.P.) συνήφθη ἡ ἀπὸ 25 Ἀπριλίου 1960 Σύμβασις συνεργασίας ἀποσκοποῦσα εἰς τὴν λυσιτελεστέραν πραγμά-

τωνσιν τοῦ σκοποῦ τῆς μετὰ τοῦ Δημοσίου ἀρχικῆς καὶ πα-
ρούσης Συμβάσεως.

Τὸ Ἑλληνικὸν Δημοσίον ἐγκρίνει καὶ ἀποδέχεται τὴν
ὡς ἄνω συναφθεῖσαν σύμβασιν συνεργασίας, κατὰ παρέκκλισιν
τῆς διατάξεως τοῦ ἄρθρου 2 τοῦ Νόμου 3948(1959), ἐφ' ὅσον
οἱ ὅροι τῆς Συμβάσεως ταύτης δὲν ἀντίκεινται εἰς τοὺς ὅρους
τῆς ἀρχικῆς καὶ παρούσης Συμβάσεως καὶ τοὺς λοιποὺς Νό-
μους τοῦ Κράτους.

2. Ὁμοίως ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους παρέχεται
ἡ ἐγκρισις τῆς μεταβιβάσεως τῶν ἐκ τῆς ἄνω ἐγκρινόμενης
Συμβάσεως δικαιωμάτων τῆς RAP εἰς Ἑταιρίαν ἢ Ὁργα-
νισμόν ὑπ' αὐτῆς ἐλεγχόμενον.

3. Ὁμοίως εἰς τὴν μισθωτρίαν παρέχεται ἡ εἰδικὴ ἐγ-
κρισις (συνωδᾷ καὶ τῷ ἄρθρῳ 22 τῆς ἀρχικῆς Συμβάσεως)
ἵνα ἐν ἀνευρέσει ὑδρογονανθράκων εἰς ἐμπορικῶς ἐκμεταλ-
λευσίμους ποσότητες μεταβιβάσῃ εἰς τὸν ἀνωτέρω ὡς ἐν πα-
ραγράφῳ 1 Ὁργανισμόν ἢ Ἑταιρίαν τὰ ἐξ ἀδιαίρετου δικαι-
ώματα καὶ ὑποχρεώσεις ἐκ τῆς Συμβάσεως τῆς μισθωτρίας
μετὰ τοῦ Ἑλληνικοῦ Δημοσίου ἢ νὰ συστήσῃ μετὰ τοῦ ἀνω-
τέρω ἐν παραγράφῳ 1 Ὁργανισμοῦ, Ἀνώνυμον Ἑταιρίαν
εἰς τὴν ὁποίαν ἀπὸ τῆς συστάσεώς της θὰ μεταβιβασθῶσιν
πάντα τὰ δικαιώματα καὶ ὑποχρεώσεις τῆς μισθωτρίας αἱ
ἀπορρέουσαι ἐκ τῆς παρούσης Συμβάσεως.

4. Ἡ μισθωτρία ὑποχρεοῦται ὅπως εἰς τὰς περιπτώσεις
τῶν παραγράφων 2 καὶ 3 ὑποβάλλῃ τὰ σχετικὰ συμβόλαια
πρὸς ἐγκρισιν παρὰ τοῦ Ὑπουργοῦ Βιομηχανίας.

Ἄρθρον 9.

1. Εἰδικῶς διὰ τὴν συνεργασίαν περὶ τῆς εἰδικῆς ἄδειας
τοῦ ἀνωτέρω ἄρθρου μεταξὺ τῆς μισθωτρίας καὶ τοῦ RE-
GIE AUTONOME DES PETROLES ETABLISSEMENT
DE L'ETAT FRANCAIS (RAP) ἢ Ὁργανισμοῦ ἢ Ἑται-
ρίας ὑπ' αὐτοῦ ἐλεγχόμενης, ἡ ἐπανεξαγωγή τῶν κεφαλαίων
τοῦ ὡς καὶ ἡ ἐξαγωγή τῶν κερδῶν ἀποκλειστικῶς τοῦ Ὁργα-
νισμοῦ τούτου, διέπεται ὑπὸ τῶν διατάξεων τοῦ παρόντος ἄρ-
θρου ἀνεξαρτήτως πάσης ἄλλης διατάξεως.

2. Ἡ RAP θὰ δύναται ἐλευθέρως νὰ ἐπανεξαγάγῃ εἰς
τὸ ἐξωτερικὸν τὰ παρ' αὐτῆς εἰσαχθέντα κεφάλαια ἐφ' ὅσον
ἡ τοιαύτη εἰσαγωγή ἐπραγματοποιήθη πρὸς τὸν σκοπὸν τῆς
πραγματώσεως τῆς παρούσης Συμβάσεως ἢ τοι καὶ τὴν ἐ-
ρευναν καὶ ἐκμετάλλευσιν τῶν ὑδρογονανθράκων εἰς τὰς
περιοχὰς περὶ ὧν ἡ παρούσα Σύμβασις καὶ ὑπὸ τὰς κάτωθι
μορφάς.

α) Ὑπὸ μορφήν Γαλλικῶν φράγκων ἢ ἐτέρου συναλλάγ-
ματος μετατρεψίμου εἰς δραχμὰς ἢ

β) Ὑπὸ μορφήν μηχανημάτων καὶ ἐν γένει ὑλικῶν τῆς
ἀξίας των καθοριζομένης κατὰ τὰ ἐν παραγράφῳ 5 β' τοῦ
παρόντος ἄρθρου διαλαμβανόμενα.

γ) Ὑπὸ μορφήν ποσῶν διατεθέντων διὰ μισθοῦ καὶ
ἀμοιβᾶς προσωπικοῦ, μίσθωσιν ὑλικῶν καὶ μηχανημάτων
καὶ ἀνταλλάγματος ὑπηρεσιῶν παντὸς εἶδους ἐν Ἑλλάδι ἢ
ἐν τῷ ἐξωτερικῷ ὧν ἡ ἀξία ἐπληρώθη εἰς τὸ ἐξωτερικόν.

3. Ἡ RAP ὁμοίως θὰ δύναται νὰ ἐξαγάγῃ εἰς τὸ ἐξω-
τερικὸν ἐλευθέρως τὸ μερίδιόν της τῶν καθαρῶν κερδῶν
καὶ τὰ ἀποτελέσματα οἰασδῆποτε μορφῆς ἐκ τῆς συνεργα-
σίας της μετὰ τῆς μισθωτρίας ἐφ' ὅσον ἡ τοιαύτη συνεργα-
σία δὲν ἔλαβεν ἀκόμη τὴν μορφήν τῆς Ἀνωνύμου Ἑταιρίας
Ἐν συστάσει Ἀνωνύμου Ἑταιρίας μετὰ τῆς μισθωτρίας
ὡς ἀνωτέρω ἐν τῷ προηγουμένῳ ἄρθρῳ ὁρίζεται ἡ RAP
θὰ δικαιούται νὰ ἐξαγάγῃ ἐλευθέρως εἰς τὸ ἐξωτερικὸν τὰ
μερίσματα τῆς Ἀνωνύμου ταύτης Ἑταιρίας ἐννοουμένων
μετὰ τὴν ἀφαίρεσιν τοῦ κατὰ τὸ ἄρθρον 6 τῆς παρούσης, φόρου.
Ὁμοίως τὸ μερίδιόν της ἐκ τῆς ἐκκαθαρίσεως τῆς Ἑταιρίας
ἐν διαλύσει ταύτης. Ἡ RAP δικαιούται νὰ πωλήσῃ ἐλευ-
θέρως τὰς μετοχὰς της εἰς τὸ ἐξωτερικὸν δικαιομενὴν ἐν τῇ ἄλ-
λε περιπτώσει ταύτῃ νὰ κρατήσῃ τὸ τίμημα αὐτῶν ἐν τῇ ἄλ-
λοδαπῇ. Εἰδικῶς ἐφ' ὅσον ἤθελεν ἀποφασίσῃ τὴν πώλησιν
τούτων ἐν Ἑλλάδι εἰς δραχμὰς διὰ τὴν χορήγησιν τοῦ ἀντι-
τοῦτων ἐν Ἑλλάδι εἰς δραχμὰς ἀπαιτεῖται ἐγκρισις
στοίχου τοῦ τμήματος συναλλάγματος ἀπαιτεῖται ἐγκρισις
τῶν ἀρμοδίων κατὰ περίπτωσιν Ἑλληνικῶν Ἀρχῶν. Εἰς
τὴν περίπτωσιν διὰ τὴν τοιαύτην ἀγορὰν εἰσαχθῇ παρὰ τοῦ
ἐξοραστοῦ πρὸς τὸν σκοπὸν τούτου τὸ ἀντίστοιχον ποσὸν

συναλλάγματος, μὴ ὑποκείμενον ἐξ ἐτέρου διατάξεων εἰς
ὑποχρεωτικὴν ἐκχώρησιν εἰς τὴν Τράπεζαν τῆς Ἑλλάδος,
τότε ἡ ἐξαγωγή τοῦ προϊόντος τῆς πωλήσεως τῶν μετοχῶν
εἶναι ἐλευθέρη.

4. Αἱ ἀνωτέρω ἐν παραγράφοις 2 καὶ 3 ἐξαγωγαὶ θὰ
πραγματοποιούνται κατ' ἐπιλογὴν τῆς RAP εἴτε εἰς ὑδρο-
γονανθράκας βάσει τῶν διεθνῶν τιμῶν εἴτε διὰ τῆς μετατρο-
πῆς δραχμῶν εἰς Γαλλικὰ φράγκα ἢ εἰς οἰονδήποτε ἄλλο νό-
μισμα ἐλευθέρως μετατρέψιμον εἰς Γαλλικὰ φράγκα.

Ἡ Τράπεζα τῆς Ἑλλάδος ὡς καὶ πᾶς ἄλλος Ὁργανισμὸς
πρὸς τοῦτο ἐξουσιοδοτούμενος ὑπὸ τῆς Ἑλληνικῆς Κυβερ-
νήσεως, θὰ θέσῃ εἰς τὴν διάθεσιν τῆς RAP εὐθὺς ἅμα τῇ
ὑποβολῇ τῆς σχετικῆς αἰτήσεως συνοδευομένης ὑπὸ πλήρων
δικαιολογητικῶν καὶ τῆς ἀντιστοίχου ποσότητος δραχμῶν,
τὴν ἀνάλογον ποσότητα Γαλλικῶν φράγκων, ἢ ἄλλου ἐλευ-
θέρως μετατρεψίμου εἰς Γαλλικὰ φράγκα νομίσματος.

5. Εἰδικῶς περὶ τῶν μορφῶν τῶν κεφαλαίων περὶ ὧν
ὁρίζει ἡ παράγραφος 2 ἀνωτέρω θὰ ἰσχύουσιν τὰ κάτωθι :

α) Ἡ εἰσαγωγή συναλλάγματος θὰ ἀποδεικνύεται διὰ τῶν
νομοτύπων ἐγγράφων εἰσαγωγῆς τούτου.

β) Ἡ ὑπὸ μορφήν μηχανημάτων καὶ ἐν γένει ὑλικῶν
εἰσαγωγή κεφαλαίων θὰ πιστοποιηται ὅσον ἀφορᾷ τὴν
ἀξίαν τούτων βάσει τῶν τελωνειακῶν ἐγγράφων τῶν καταρτι-
σθέντων κατὰ τὴν μεταφορὰν καὶ εἰσαγωγὴν των ἢ τιμολογίων
ἀγορᾶς τοῦ τόπου προελεύσεως τοῦ ὑλικῶν δεόντως τεθεω-
ρημένων.

γ) Τὸ ὑπὸ μορφήν ἀμοιβῆς ὑπηρεσιῶν μισθώσεων μη-
χανημάτων καὶ ὑλικῶν καὶ ἀνταλλάγματος ὑπηρεσιῶν ἐν
γένει κεφάλαιον, θὰ ἀποδεικνύεται δι' ἀντιστοίχων ἐγγράφων,
ἢ τοι τιμολογίων, συμβάσεων ἢ μισθωτηρίων τεθεωρημένων
ὑπὸ τοῦ Ἐμπορικοῦ Ἐπιμελητηρίου τοῦ τόπου συνάψεως
τῆς τοιαύτης Συμβάσεως καὶ τῆς ἀρμοδίας Ὑπηρεσίας τοῦ
Ὑπουργείου Βιομηχανίας.

6. Ἡ χρησιμοποίησις τῶν τοιούτων ὑπὸ τὰς ἀνωτέρω
μορφὰς κεφαλαίων θὰ ὑπόκειται εἰς τὸν ἐλεγχον καὶ τὴν
πιστοποίησιν τῆς ἀρμοδίας Ὑπηρεσίας τοῦ Ὑπουργείου
Βιομηχανίας.

7. Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν
της συμφώνως πρὸς τὴν παρούσαν Σύμβασιν, ἡ RAP θὰ
δικαιούται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσῳ
οἰασδῆποτε Τραπεζῆς ἢ πράκτορος νομίμως ἐξουσιοδοτημέ-
νου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα εἰς
τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχυού-
σης γενικῆς δι' ἐτέρας ἐπιχειρήσεις, εἰς ἃς δυνάμει Συμβά-
σεων ἔχει παραχωρηθῇ τὸ δικαίωμα ἐρεύνης καὶ ἐκμεταλ-
λεύσεως ὑδρογονανθράκων.

Ἄρθρον 10.

1. Ἡ παρούσα Σύμβασις ὡς καὶ αἱ ὑπὸ τῆς παρούσης
προβλεπόμεναι συμβάσεις καὶ μεταβιβάσεις ἀπαλλάσσονται
τελῶν χαρτοσήμου καὶ πάσης φύσεως ὑπὲρ τοῦ Δημοσίου
καὶ τρίτων εἰσφορῶν, δικαιωμάτων καὶ λοιπῶν ἐπιβαρύν-
σεων.

2. Ἡ παρούσα Σύμβασις καθὼς καὶ οἰασδήποτε συμφω-
νία ἢ Σύμβασις βάσει ταύτης ἢ ὑποία ἤθελεν ὑπογραφῇ σκο-
ποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνησεως καὶ ἐκ-
μεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς περιουχῆς εἰς ἣν
κείμεναι τὸ δικαίωμα τῆς μισθωτρίας ἢ σχετιζομένη πρὸς
τούς σκοποὺς τῆς Συμβάσεως, ἴδιαι δὲ πᾶσαι σύμβασιν μεταξὺ
τῆς μισθωτρίας καὶ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ τῆς μισθω-
τρίας καὶ ἄλλοδαπῆς Ἑταιρίας, περιλαμβανομένου καὶ τοῦ
Ἑταιρικοῦ Συμβολαίου μεταξὺ των, ἀπαλλάσσεται τελῶν,
φόρων, τελῶν χαρτοσήμου, εἰσφορῶν δικαιωμάτων καὶ κρα-
τήσεων πρὸς ὄφελος τοῦ Ἑλληνικοῦ Δημοσίου καὶ οἰασδῆ-
ποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου τοῦ Ταμεῖου
Συντάξεως Νομικῶν καὶ γενικῶς οἰωνδήποτε τρίτων. Αἱ ἐ-
κάστοτε ἰσχύουσαι ἀμοιβαὶ συμβολαιογράφου διὰ τὴν κατάρ-
τισιν οἰασδήποτε συμβάσεως ἐκ τῶν ἀνωτέρω σχετιζομέ-
νων πρὸς τοὺς σκοποὺς τῆς παρούσης καὶ ὑποθηκοφυλάκων
ἐμπίσθων ἢ ἀμίσθων διὰ τὴν τυχόν μεταγραφὴν αὐτῶν, ἐπ'
οὐδενὶ λόγῳ δύνανται νὰ ὑπερβῶσιν τὰς δραχμὰς 10.000
διὰ πᾶσαν Σύμβασιν. Αἱ διατάξεις τοῦ Κώδικος περὶ Δικη-

γόρων αἱ σχετικαὶ πρὸς τὸν καθορισμὸν τῶν δικηγορικῶν ἀμοιβῶν δὲν ἔχουν ἔχουν ἐφαρμογὴν προκειμένου περὶ τῶν ἀνωτέρω συμβάσεων.

Ἄρθρον 11.

Εἰς τὸ ἄρθρον 12 τῆς Συμβάσεως τῆς 27 Αὐγούστου 1955 προστίθεται παράγραφος 2 ἔχουσα οὕτω : «2.—Εἰδικῶς διὰ τὸν ἀλλεδικτὸν Ὀργανισμόν ἢ τὴν ἀλλεδικτὴν Ἑταιρίαν τὸν συμβληθισόμενον μετὰ τῆς μισθωτρίας τὸ Ἑλληνικὸν Δημόσιον θὰ παράσχη τῇ αἰτήσει του τὴν ὑπὸ τοῦ Νομοθετικοῦ Διατάγματος 2687/53 «περὶ προσελκύσεως καὶ προστασίας κεφαλαίων ἐξωτερικοῦ» προβλεπομένην προστασίαν διὰ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθισόμενα πάσης φύσεως καὶ μορφῆς κεφάλαια, τὰ χρήσιμα ἢ ἀναγκαῖα διὰ τὴν ἐκτέλεσιν τῶν ὑπὸ τῆς παρούσης Συμβάσεως καθοριζομένων σκοπῶν διὰ τὴν ὑπ' αὐτοῦ ὀριζομένην διαδικασίαν».

Ἄρθρον 12.

Ἐπιτρέπεται ὅπως διὰ Βασιλικοῦ Διατάγματος προκαλουμένου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας αἱ διατάξεις τῆς παρούσης τροποποιητικῆς Συμβάσεως καὶ τῶν προγενεστέρων τοιούτων, ἤτοι τῶν ἀπὸ 10 Μαρτίου 1953, 27 Αὐγούστου 1955 καὶ 1 Ἰουνίου 1956 ἐνοποιηθῶσιν εἰς ἐνιαῖον κείμενον ἐπιτρεπομένης καὶ τῆς μεταβολῆς τῆς σειρᾶς τῶν ἀρθρων.

Ἄρθρον 13.

1. Ἡ παροῦσα Σύμβασις τελεῖ ὑπὸ τὴν αἴρεσιν τῆς Νομοθετικῆς κυρώσεως αὐτῆς μεθ' ἣν ἀρχεται ἡ ἰσχὺς αὐτῆς.

2. Ἐὰν ἡ παροῦσα Σύμβασις ἤθελε κυρωθῇ Νομοθετικῶς με τροποποιήσεις ἢ μισθώτρια δὲν θὰ δεσμεύεται ὑπὸ ταύτης καὶ θὰ ἔχῃ δικαίωμα νὰ ἀποσπῇ τῆς παρούσης. Ἐφ' ὅσον ὅμως δὲν ἀποδεχθῇ τὰς ταιάτας τροποποιήσεις ὑποχρεοῦται νὰ δηλώσῃ τοῦτο ἐγγράφως ἐντὸς προθεσμίας ἐνὸς μηνὸς ἀπὸ τὴν εἰς τὴν Ἑφημερίδα τῆς Κυβερνήσεως δημοσίευσιν τοῦ κυροῦντος τὴν παρούσαν Νομοθετήματος. Ἐν παρίδῳ τῆς προθεσμίας ταύτης ἡ μισθώτρια ἐφ' ὅσον δὲν ὑπεβίβηλε τὴν ἀνωτέρω δηλώσιν θεωρεῖται ὡς ἀποδεχθεῖσα τὰς τροποποιήσεις.

Ἄρθρον 14.

Χαρτοσημανθείσης τῆς ἀρχικῆς Συμβάσεως ἡ παροῦσα τροποποιητικὴ ταιάτη ἐχαρτοσημανθῇ νομίμως διὰ παλιν τήλους χαρτοσήμου δραχμῶν δέκα, κατὰ φύλλον.

Ἄρθρον 15.

Ἡ παροῦσα Σύμβασις ἐγένετο εἰς δύο πρωτότυπα ὑπογραφόμενα ὑπὸ τῶν δύο συμβαλλομένων μερῶν ὧν ἑκάτερον ἔλαβεν ἀνὰ ἓν πρωτότυπον.

Οἱ Συμβαλλόμενοι

Διὰ τὸ
Ἑλληνικὸν Δημόσιον

Διὰ τὴν
Ἀνώνυμον Ἑταιρίαν Ἑρευ-
νῶν καὶ Ἐκμεταλλεῦς εἰς Πε-
τρελαίων «ΕΛΛΗΝΙΚΟΣ Η-
ΛΙΟΣ»

Ὁ
Ὑπουργὸς Βιομηχανίας
ΝΙΚΟΛΑΟΣ ΜΑΡΤΗΣ

ΑΓΓΕΛΟΣ ΛΕΟΥΣΗΣ
ΑΛΒΕΡΤΟΣ ΔΡΟΥΚΕΡ