ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ ΤΗι 17 ΜΑΡΤΙΟΥ 1970	ΤΕΥΧΟΣ ΠΡΩΤΟΝ	ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ 63

ΝΟΜΟΘΕΤΙΚΟΝ ΔΙΑΤΑΓΜΑ ΥΠ' ΑΡΙΘ. 461

Περὶ κυρώσεως τῆς ἀπὸ 19 Δεκεμβρίου 1969 συμβάσεως μεταξὺ ἀφ' ἑνὸς τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀφ' ἑτέρου τῆς ἐν HOUSTON TEXAS *τῶν* Η.Π.Α. ADA OIL EXPLORATION CORPORATION, *περὶ παραχωρήσεως εἰς τὴν ἑταιρείαν ταύτην τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν Λήμνου.*

ΚΩΝΣΤΑΝΤΙΝΟΣ
ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν:

Ἄρθρον 1.

Κυροῦται καὶ ἔχει πλήρη ἰσχὺν Νόμου ἡ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν HOUSTON TEXAS τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἑδρευούσης Ἑταιρείας ὑπὸ τὴν ἐπωνυμίαν ADA OIL EXPLORATION CORPORATION ὑπογραφεῖσα ἐν Ἀθήναις τῇ 19ῃ Δεκεμβρίου 1969 σύμβασις, περὶ παραχωρήσεως εἰς τὴν ὡς ἄνω Ἑταιρείαν τοῦ δικαιώματος ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν Λήμνου, ὡς αὕτη λεπτομερῶς περιγράφεται καὶ ἐμφαίνεται διὰ τοῦ ἄρθρου 1 τῆς κυρουμένης συμβάσεως καὶ τῷ ἐπισυναπτομένῳ ταύτῃ σχεδιαγράμματι ὡς πίναξ Α', ἐξ ἄρθρων 37 καὶ ἑτέρου πίνακος ὑπὸ τὸν τίτλον «Πίναξ Β' Κόστος — Ἔξοδα — Βάρη», ἧς τὸ κείμενον ἔν τε τῇ Ἑλληνικῇ καὶ τῇ Ἀγγλικῇ γλώσσῃ, παρατίθεται.

Ἄρθρον 2.

Ἡ ἰσχὺς τοῦ παρόντος ἄρχεται ἀπὸ τῆς δημοσιεύσεώς του εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 25 Φεβρουαρίου 1970

Ἐν Ὀνόματι τοῦ Βασιλέως
Ο ΑΝΤΙΒΑΣΙΛΕΥΣ
ΓΕΩΡΓΙΟΣ ΖΩΙΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ
Ο ΠΡΩΘΥΠΟΥΡΓΟΣ
Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'
ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'
ΔΗΜ. ΠΑΤΙΛΗΣ

ΤΑ ΜΕΛΗ
ΝΙΚ. ΜΑΚΑΡΕΖΟΣ, ΗΛ. Γ. ΚΤΡΙΑΚΟΠΟΥΛΟΣ, ΑΔΑΜ. ΑΝΔΡΟΥΤΣΟΠΟΥΛΟΣ, ΛΟΥΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΑΓΑΘΑΓΓΕΛΟΥ, ΕΜΜΑΝ. ΦΘΕΝΑΚΗΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, ΙΩΑΝ. ΠΑΠΑΒΛΑΧΟΠΟΥΛΟΣ, ΚΩΝΣΤ. ΚΥΠΡΑΙΟΣ, ΕΠΑΜ. ΤΣΕΛΛΟΣ, ΑΠΟΣΤ. ΒΟΓΙΑΤΖΗΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΓΕΩΡΓ. ΒΑΛΛΗΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 27 Φεβρουαρίου 1970

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΗΛΙΑΣ Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

ΣΥΜΒΑΣΙΣ

Περὶ παραχωρήσεως δικαιώματος Ἀναζητήσεως καὶ Ἐκμεταλλεύσεως Ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν Λήμνου.

ΠΡΟΟΙΜΙΟΝ

Δεδομένου ὅτι προκαταρκτικαὶ διαπραγματεύσεις ἔλαβον χώραν ἐν Ἀθήναις μεταξὺ ἐκπροσώπων τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ADA OIL EXPLORATION CORPORATION σχετικῶς πρὸς τὴν δυνατότητα παραχωρήσεως παρὰ τοῦ Ἑλληνικοῦ Δημοσίου δικαιωμάτων ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων, καὶ

Δεδομένου ὅτι παρὰ τῆς ADA OIL EXPLORATION CORPORATION διὰ τοῦ E. J. ATHENS εἰδικοῦ πληρεξουσίου ἐνεργοῦντος κατ' ἐντολὴν καὶ διὰ λογαριασμόν της ὑπεβλήθη εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἡ ἀπὸ 9 Αὐγούστου 1969 ἔγγραφος πρότασις, ὡς αὕτη ἐτροποποιήθη διὰ τῆς ἀπὸ 20 Αὐγούστου 1969 τροποποιητικῆς προτάσεως ὑποβληθείσης εἰς τὸν Ὑπουργὸν Βιομηχανίας παρὰ τῆς ADA OIL EXPLORATION CORPORATION, δι' ὧν ἐτέθησαν οἱ βασικοὶ ὅροι σχεδιαζομένης συμβάσεως βάσει τῶν διατάξεων τοῦ ἄρθρου 5 τοῦ Νόμου 3948)59 «περὶ ἀναζητήσεως ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων κλπ.».

Δεδομένου ὅτι συνεφωνήθη, ὅτι ταιαύτη ἀπ' εὐθείας σύμβασις, κυρωθησομένη διὰ Νόμου, θὰ κατηρτίζετο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ADA OIL EXPLORATION CORPORATION Ἑταιρείας συσταθείσης κατὰ τοὺς Νόμους τῆς Πολιτείας DELAWARE τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ ἑδρευούσης εἰς HOUSTON TEXAS Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς.

Διὰ ταῦτα

Μεταξύ:

1. Τοῦ Βασιλείου τῆς Ἑλλάδος, ἀποκαλουμένου ἐν τοῖς ἑφεξῆς «τὸ Ἑλληνικὸν Δημόσιον», νομίμως ἐκπροσωπουμένου ὑπὸ τοῦ Ὑπουργοῦ Βιομηχανίας Κωνσταντίνου Κυπραίου καὶ

2. τῆς ADA OIL EXPLORATION CORPORATION, ἀποκαλουμένης ἐν τοῖς ἑφεξῆς «ἡ Ἑταιρεία», ἢ «ἡ Μισθώτρια», ἀντιπροσωπευομένης ὑπὸ τοῦ εἰδικοῦ ἐκπροσώπου τῆς E. J. ATHENS, ἐνεργοῦντος βάσει εἰδικοῦ πληρεξουσίου χορηγηθέντος αὐτῷ ὑπὸ τῆς Ἑταιρείας ὑπὸ ἡμερομηνίαν 17 Ἰουλίου 1969, ὧδε ἐπισυναπτομένου ἐν πρωτοτύπῳ καὶ ἐπισήμῳ μεταφράσει.

Κατηρτίσθη ἡ παροῦσα σύμβασις μετὰ σύμφωνον γνώμην τοῦ Συμβουλίου Μεταλλείων, ὑπὸ τοὺς κατωτέρω ὅρους καὶ συμφωνίας:

Ἄρθρον 1.

Ἀρχικαὶ Ἐρευνητικαὶ Περιοχαί.

Πρὸς τὸν σκοπὸν διεξαγωγῆς ἐρευνητικῶν ἐργασιῶν καὶ ἐργασιῶν ἐκμεταλλεύσεως ὑδρογονανθράκων, τὸ Ἑλληνικὸν Δημόσιον παραχωρεῖ διὰ τῆς παρούσης εἰς τὴν Ἑταιρείαν:

Τὴν θαλασσίαν περιοχὴν πέριξ τῆς νήσου Λήμνου, καθοριζομένην πρὸς τὴν ἀνατολικὴν πλευράν, ὑπὸ τῶν Ἑλληνο—τουρκικῶν συνόρων καὶ περιλαμβάνουσαν συνολικὴν ἔκτασιν περίπου 4.000 τετραγωνικῶν χιλιομέτρων, σημειουμένην δι' ἐρυθροῦ χρώματος εἰς τὸν Χάρτην τοῦ Βρεταννικοῦ Ναυαρχείου No 1659 ἀποκαλούμενον ἐν τῷ παρόντι Σχέδιον Α, ὅστις ἐπισυναπτόμενος εἰς τὴν παροῦσαν συμφωνίαν ἀποτελεῖ ἀναπόσπαστον μέρος αὐτῆς.

Ἡ κλίμαξ τοῦ χάρτου εἶναι 1:150.000 (εἰς πλάτος 38°N).

Ἡ παραχωρουμένη ἀκριβὴς περιοχὴ εἶναι ἡ καθοριζομένη ὑπὸ τῶν σημείων καὶ συντεταγμένων συμφώνως πρὸς τὸ GREENWICH MERIDIAN ἐμφαινομένων εἰς τὸν κατωτέρω πίνακα.

	Γεωγραφικὸν πλάτος	Γεωγραφικὸν μῆκος
A	40° 09′ 10″	25° 30′ 20″
B	39° 54′ 24″	25° 40′ 00″
C	39° 34′ 18″	25° 40′ 00″
D	39° 24′ 00″	25° 07′ 42″
E	39° 24′ 00″	24° 49′ 54″
F	40° 00′ 00″	24° 55′ 00″

Ἄρθρον 2.

Δικαίωμα Ἀνανεώσεως καὶ Περιορισμοῦ τῆς Ἀρχικῆς Ἐρευνητικῆς Περιοχῆς.

1. Ἡ ὡς ἀνωτέρω πρὸς ἔρευναν ἔκτασις δίδεται εἰς τὴν Ἑταιρείαν διὰ περίοδον 2 ἐτῶν ἀπὸ τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως.

2. Ἕνα τοὐλάχιστον μῆνα πρὸ τοῦ τέλους τοῦ δευτέρου ἔτους ἡ Ἑταιρεία θὰ γνωστοποιήσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τοὺς χώρους, οὓς ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ δευτέρου ἔτους. Οἱ ἐπιστρεφόμενοι οὕτω χῶροι θὰ ἔχουν ἔκτασιν ἴσην πρὸς τὰ 25 ο)ο τοὐλάχιστον τοῦ ἀρχικοῦ πρὸς ἔρευναν χώρου.

3. Ἐφ' ὅσον ἡ Ἑταιρεία ἔχει ἐκπληρώσει τὰς εἰς ἐπενδύσεις καὶ ἐργασίας ὑποχρεώσεις της κατὰ τὴν διετίαν ὡς ἐν ἄρθρῳ 3 καὶ 4 τῆς παρούσης συμβάσεως ὁρίζεται καὶ προέβη εἰς τὰς ὑπὸ στοιχεῖον 2 ἀνωτέρω ὑποχρεώσεις τῆς ἐπιστροφῆς ὁ εἰς τὴν Ἑταιρείαν παραμένων χῶρος κρατεῖται παρ' αὐτῆς κατὰ πλήρες δικαίωμα δι' ἑτέραν περίοδον 2 ἐτῶν (πρώτη περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 2ου μέχρι τῆς λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

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

Αἱ περιοχαὶ αἵτινες θὰ ἐπιστρέφωνται ὡς ἄνω θὰ ἀποτελοῦν τὰ 25 ο)ο τοὐλάχιστον τῆς ἀρχικῆς περιοχῆς.

5. Ἐφ' ὅσον ἡ Ἑταιρεία ἐξεπλήρωσε τὰς εἰς ποσὸν ἐπενδύσεως καὶ ἐργασιῶν ὑποχρεώσεις της κατὰ τὴν πρώτην περίοδον ἀνανεώσεως (2ον μέχρι λήξεως τοῦ 4ου ἔτους ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως), ὡς καθορίζονται αὗται ἐν ἄρθρῳ 3 καὶ 4 τῆς παρούσης καὶ ἐφ' ὅσον ἐπραγματοποίησε τὰς ἐπιστροφὰς χώρων ὡς καθορίζονται αὗται ὑπὸ στοιχεῖον 4, οἱ ὑπολειπόμενοι εἰς χεῖρας τῆς Ἑταιρείας χῶροι θὰ παρακρατῶνται παρ' αὐτῆς αὐτοδικαίως δι' ἑτέραν περίοδον ἑνὸς ἔτους (δευτέρα περίοδος ἀνανεώσεως ἀπὸ τοῦ τέλους τοῦ 4ου μέχρι λήξεως τοῦ 5ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως).

6. Ἐὰν δὲν ἀνευρέθησαν ὑπὸ τῆς Ἑταιρείας ὑδρογονάνθρακες εἰς ποσότητας ἐξασφαλιζούσας εἰς τὴν Ἑταιρείαν οἰκονομικῶς συμφέρουσαν, κατὰ τὴν γνώμην της, ἐκμετάλλευσιν καὶ δὲν ὑπεβλήθη, ὡς ἐκ τούτου παρὰ τῆς Ἑταιρείας αἴτησις παραχωρητηρίου, συμφώνως τῷ ἄρθρῳ 5 παρ. 1 πρὸ τῆς παρόδου τοῦ πέμπτου ἔτους, πᾶς χῶρος κατεχόμενος παρὰ τῆς Ἑταιρείας κατὰ τὸν χρόνον ἐκεῖνον βάσει τῆς παρούσης συμβάσεως θὰ ἐπιστρέφεται εἰς τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ παροῦσα συμφωνία θὰ θεωρῆται λήξασα.

7. Ἐὰν καθ' οἱανδήποτε στιγμὴν κατὰ τὰ πρῶτα πέντε ἔτη διαρκείας τῆς παρούσης συμφωνίας ἡ Ἑταιρεία ἀνακαλύψῃ ὑδρογονάνθρακας εἰς τινα τῶν ἀρχικῶν ἐρευνητικῶν [illegible] ποσότητας ἐξασφαλιζούσας κατὰ τὴν κρίσιν τῆς Ἑταιρείας, τὴν δυνατότητα οἰκονομικῶς συμφερούσης εἰς ταύτην ἐκμεταλλεύσεως καὶ αὕτη ἐπιλέξῃ παραχώρησιν πρὸς ἐκμετάλλευσιν κατὰ τὰ ἐν ἄρθρῳ 5 παρ. 1 καὶ 2 ὁριζόμενα, τότε (1) ἕνα μῆνα πρὸ τοῦ τέλους τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως (τέλος τῆς δευτέρας ἀνανεωθείσης περιόδου) ἡ Ἑταιρεία θὰ ἀνακοινώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὰς περιοχὰς τὰς ὁποίας ἐπέλεξε νὰ ἐπιστρέψῃ κατὰ τὸ τέλος τοῦ πέμπτου ἔτους. Αἱ περιοχαὶ αἱ ὁποῖαι θὰ ἐπιστραφοῦν θὰ εἶναι 25 ο)ο τοὐλάχιστον τῆς ἀρχικῆς περιοχῆς. (2) Ἡ Ἑταιρεία θὰ δικαιοῦται μετὰ τὸ πέρας τοῦ πέμπτου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως νὰ διατηρῇ καθ' ὅλην τὴν διάρκειαν ἰσχύος τῆς ὡς ἄνω παραχωρήσεως, πρὸς ἐκμετάλλευσιν ἁπάσας τὰς ἐρευνητέας περιοχὰς ἃς ἔχει ἡ Ἑταιρεία μετὰ τὰς ὡς ἄνω (1) ἐπιλεγείσας πρὸς ἐπιστροφὴν περιοχάς. Ὡς ἐκ τούτου εἰς ἣν περίπτωσιν ἀνευρέθησαν ὑδρογονάνθρακες καὶ ἐπελέγησαν παραχωρήσεις ἐντὸς τῆς ἀρχικῆς ἐρευνητικῆς περιοχῆς, ὑπὸ τοὺς προβλεπομένους ἐν ἀρχῇ τῆς παρούσης παραγράφου ὅρους, τὸ σύνολον τῶν ἐρευνητικῶν χώρων οὓς δύναται νὰ κατέχῃ ἡ Ἑταιρεία βάσει τῆς παρούσης παραγρ. 7, θὰ ἰσοῦται πρὸς τὰ 25ο)ο τοῦ συνόλου τῆς ἐκτάσεως τοῦ ἀρχικοῦ ἐρευνητικοῦ χώρου μεῖον τῶν τυχὸν ἐπιστραφέντων πρὸ τῆς παρελεύσεως τῶν 5 ἐτῶν ἐκουσίως χώρων ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης συμβάσεως καὶ μεῖον τῶν περιοχῶν διὰ τὰς ὁποίας ἡ Ἑταιρεία θὰ κατέχῃ κατὰ τὴν λῆξιν τοῦ 5ου ἔτους παραχωρήσεις πρὸς ἐκμετάλλευσιν.

8. Ἡ ἐπιλογὴ τῶν ἐπιστρεφομένων χώρων κατὰ τὰς παρ. 2, 4 καὶ 7 ὡς ἄνω θὰ γίνεται κατὰ τὴν ἀπόλυτον κρίσιν τῆς Ἑταιρείας, αἱ δὲ ἐπιστρεφόμεναι ἐκτάσεις δύνανται νὰ ἀποτελῶνται ἀπὸ πλείονας τοῦ ἑνὸς μὴ συνεχομένους χώρους, ὑπὸ τὸν ὅρον ὅτι ἕκαστος τῶν ἐπιστρεφομένων κεχωρισμένως χώρων δὲν θὰ εἶναι μικρότερος τῶν 50 τετραγωνικῶν χιλιομέτρων.

Ὁσάκις ἡ Ἑταιρεία ἐπιλέγει τοὺς ἐπιστρεφομένους χώρους θὰ ὑποβάλῃ συγχρόνως ἀκριβῆ περιγραφὴν καὶ σχεδιαγράμματα ὑπὸ κλίμακα 1 : 10.000 ἐμφαίνοντα τὰς ἐπιστρεφομένας καὶ παρακρατουμένας περιοχάς.

Τὰ ὅρια, τῶν κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου ἐπιστρεφομένων καὶ παρακρατουμένων χώρων, ὡς ἐπίσης καὶ τῶν παραχωρουμένων πρὸς ἔρευναν ἐκτάσεων θὰ προσδιορίζωνται διὰ συντεταγμένων ἀναφερομένων εἰς τὸν χάρτην No 1659 τοῦ Βρεταννικοῦ Ναυαρχείου.

Ἄρθρον 3.

Ὑποχρεώσεις Ἐπενδύσεως τῆς Ἑταιρείας.

1. Κατὰ τὰ πρῶτα πέντε ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ ἀκόλουθα ποσὰ πρὸς ἐνέργειαν ἐρευνητικῶν ἐργασιῶν καὶ κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως καὶ συμφώνως πρὸς τὸ ἀκόλουθον πρόγραμμα:

	Δολλ. Η.Π.Α.
1ον ἔτος:	
Θαλασσία σεισμικὴ ἔρευνα, ἐπὶ πλέον δὲ πᾶσαν ἑτέραν γεωλογικὴν καὶ γεωφυσικὴν ἐργασίαν πρὸς διαπίστωσιν τεκτονικῶν ἀνωμαλιῶν	250.000.—
2ον ἔτος**:	
Θαλασσία σεισμικὴ ἔρευνα ἐπὶ πλέον δὲ πάντα ἄλλον τύπον γεωλογικῆς, γεωφυσικῆς, μηχανικῆς καὶ πάσης ἄλλης συναφοῦς ἐργασίας, πρὸς καθορισμὸν θέσεως γεωτρήσεως καὶ περαιτέρω ἐνδεχομένης γεωτρήσεως	250.000.—

** Εἰς περίπτωσιν καθ' ἣν αἱ διερευνήσεις κατὰ τὸ διάστημα τοῦ δευτέρου ἔτους ἤθελον ὁδηγήσει εἰς τὴν διαμόρφωσιν γνώμης ὑπὸ τῆς Ἑταιρείας, ὅτι εἶναι ἐπιθυμητὴ ἡ διενέργεια γεωτρήσεως ἐρευνητικῆς εἰς ἐλάχιστον βάθος 2.650 μέτρων, αὕτη (ἡ Ἑταιρεία) θὰ ἔχῃ τὸ δικαίωμα τῆς ἐνάρξεως τῆς τοιαύτης γεωτρήσεως, καθ' οἱονδήποτε χρόνον μετὰ τὸν 13ον μῆνα ἀπὸ τῆς ὑπογραφῆς τῆς Συμβάσεως. Πάντως ἡ ὑποχρέωσις τῆς Ἑταιρείας ὅπως ἐπενδύσῃ κατὰ τὸ δεύτερον ἔτος $ 250.000 διὰ σεισμικὰς ἐρεύνας κλπ. κατὰ τὰ ἀνωτέρω ἐπὶ τῆς παραχωρουμένης περιοχῆς δέον νὰ ἐκπληρωθῇ.

3ον έτος:	Δολλ. Η.Π.Α.
Διερευνητικὴ γεώτρησις ἐλαχίστου βάθους 2.650 μέτρων μὲ γεωτρύπανον γεωτρητικῆς ἱκανότητος 3.300 μ.	1.300.000.—
4ον έτος:	
Δύο διερευνητικαὶ γεωτρήσεις ἐλαχίστου βάθους 2.650 μέτρων ἑκάστης μὲ γεωτρύπανον γεωτρητικῆς ἱκανότητος 3.300 μ.	2.800.000.—
5ον έτος:	
Δύο διερευνητικαὶ γεωτρήσεις ἐλαχίστου βάθους 2.650 μέτρων ἑκάστης μὲ γεωτρύπανον γεωτρητικῆς ἱανότητος 3.300 μ.	2.800.000.—
Σύνολον ἐλαχίστης ἐπενδύσεως	7.200.000.—

2. Ἐὰν ἡ Ἑταιρεία διατηρήσῃ ἐρευνητικὸν χῶρον μετὰ τὸ πέρας τοῦ πέμπτου ἔτους, ὡς ἐν ἄρθρῳ 2ῳ παρ. 7 ἐκτίθεται, θὰ ὑποχρεοῦται νὰ ἐπενδύσῃ τὰ κάτωθι ποσὰ εἰς ἐρευνητικὰς ἐργασίας εἰς τοὺς χώρους δι' ἐρευνητικὰς ἐργασίας, οὓς παρακρατεῖ μετὰ τὸ πέρας τοῦ 5ου ἔτους ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς παρούσης Συμβάσεως.

	Κατὰ τετρ. χιλ)τρον Δολλ. Η.Π.Α.
α) Καθ' ὅλην τὴν περίοδον τῶν τριῶν πρώτων ἐτῶν	900
β) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἑπομένων ἐτῶν	1.500
γ) Καθ' ὅλην τὴν περίοδον τῶν τριῶν ἑπομένων ἐτῶν	2.250
δ) Μετὰ τὸ τέλος τοῦ 9ου ἔτους ἀνὰ τριετίαν (ἤτοι μετὰ τὸ τέλος τοῦ 14ου ἔτους ἀπὸ τῆς ἰσχύος τῆς παρούσης συμβάσεως)	3.000

3. α) Πᾶν ποσὸν ἐπενδυθὲν παρὰ τῆς Ἑταιρείας κατὰ τὰς ἐργασίας τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως βάσει τῆς παρούσης Συμβάσεως, κατὰ τὴν ἀρχικὴν διετῆ περίοδον καὶ τῶν ἑπομένων ἀνανεουμένων, ὡς ἀναφέρωνται αὗται ἐν τῷ παρόντι ἄρθρῳ παρ. 1 ἐπὶ πλέον τῶν ὑποχρεώσεών της δι' ἐπένδυσιν δι' ἕκαστον τῶν ἐτῶν τούτων, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ ἑπομένου ἀνανεωτικοῦ ἔτους ἢ ἐτῶν.

Πᾶν ποσὸν ἐπενδυόμενον παρὰ τῆς Ἑταιρείας κατὰ τὰς ἐρευνητικάς της ἐργασίας βάσει τῆς παρούσης συμβάσεως καὶ καθ' οἱανδήποτε τῶν τριετῶν περιόδων τῶν ἀναφερομένων εἰς τὴν παρ. 2 τοῦ παρόντος, ὑπερβαῖνον τὰς ρητῶς κατονομαζομένας ἐπενδύσεις, διὰ τὴν περίοδον ταύτην, θὰ πιστοῦται ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως δι' ἐρεύνας της τῆς ἑπομένης ἢ τῶν ἑπομένων τριετῶν περιόδων.

β) Ἐὰν ἡ Ἑταιρεία δὲν ἔχῃ ἐπενδύσει κατὰ τὸ τέλος ἑνὸς ἔτους ἢ μιᾶς τῶν περιόδων τοῦ παρόντος ἄρθρου διὰ τὰς ἐρευνητικὰς ἐργασίας της, καί, εἰς τὴν περίπτωσιν τῶν ἐργασιῶν ἐκμεταλλεύσεως, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, τὰ προαναφερθέντα ὑποχρεωτικὰ ποσά, εἰς ἃ θὰ περιλαμβάνωνται καὶ ἅπασαι αἱ πιστώσεις ὡς ὑπὸ (α) ἀνωτέρω, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ τοῖς μετρητοῖς εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν οἱανδήποτε διαφορὰν μεταξὺ τοῦ ὑποχρεωτικοῦ ποσοῦ τοῦ ἀντιστοιχοῦντος εἰς τὸ ἔτος ἢ τὴν περίοδον ταύτην καὶ τοῦ πράγματι ἐπενδυθέντος κατὰ τὸ ἴδιον ἔτος ἢ 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 τῆς Ἑταιρείας πρὸς τὰς ὑποχρεώσεις ἐπενδύσεως κατὰ τὴν ἀντίστοιχον χρονικὴν περίοδον.

4. α) Τὰ ὑποχρεωτικὰ ποσὰ ἐπενδύσεως τὰ ἀναφερόμενα εἰς τὸ παρὸν ἄρθρον θὰ περιλαμβάνουν πᾶσαν δαπάνην πραγματοποιουμένην παρὰ τῆς Ἑταιρείας, εἴτε ἐντὸς εἴτε καὶ ἐκτὸς τῆς Ἑλλάδος, οἱασδήποτε φύσεως, καταβληθεῖσαν ἢ ὀφειλομένην παρὰ τῆς Ἑταιρείας κατὰ καὶ διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της, 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 των, 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 ἐν τῷ ἐξωτερικῷ καὶ ἐν Ἑλλάδι γενικῶν ἐξόδων, δὲν θὰ ἐπιτρέπεται νὰ πιστωθοῦν ἔναντι τῶν ὑποχρεώσεων ἐπενδύσεως τοῦ παρόντος ἄρθρου, ποσὰ ὑπερβαίνοντα τὸ 10ο)ο τῶν ὑποχρεώσεων ἐπενδύσεως τῆς Ἑταιρείας τῶν ἀναφερομένων ἐν παρ. 1 τοῦ παρόντος ἄρθρου, διὰ τὰς ἀντιστοίχους περιόδους.

β) Διὰ τὴν ἐφαρμογὴν τῆς παρούσης παρ. 4 ἐδ. α' μόνον. Δαπάναι ὀργανώσεως θὰ θεωρῶνται ἅπασαι αἱ δαπάναι αἱ πραγματοποιηθεῖσαι ἐν σχέσει μὲ τὴν σύστασιν τῆς Ἑταιρείας, τὰς διαπραγματεύσεις καὶ τὴν κατάρτισιν τῆς παρούσης συμβάσεως πρὸ τῆς διὰ Νόμου κυρώσεως αὐτῆς.

Ἔξοδα διοικήσεως θὰ θεωρῶνται ἅπασαι αἱ δαπάναι τῶν γραφείων, τῆς Ἑταιρείας ἐν HOUSTON, TEXAS, ὡς καὶ δαπάναι χρεούμεναι ἢ ἐνεργηθεῖσαι παρὰ τῆς μητρὸς τῆς Ἑταιρείας καὶ ἢ ὑπὸ ἐλεγχομένων ἢ συγγενῶν Ἑταιρειῶν τῆς μητρὸς Ἑταιρείας, διὰ παρεχομένας τεχνικὰς καὶ διοικητικὰς συμβουλὰς καὶ διαχειριστικὴν βοήθειαν, πρὸς τὸν σκοπὸν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Γενικὰ ἔξοδα θὰ θεωρῶνται ὅτι περιλαμβάνουν:

1. Τὸ μίσθωμα τῶν Διοικητικῶν καὶ Διαχειριστικῶν Γραφείων ἐν Ἑλλάδι ὡς καὶ ἁπάσας τὰς δαπάνας τὰς ἀναφερομένας εἰς 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 ἀγοράν, συντήρησιν καὶ ἔξοδα λειτουργίας ἐπιβατικῶν αὐτοκινήτων ἐν Ἑλλάδι, πρὸς χρῆσιν τοῦ Γενικοῦ Διευθυντοῦ καὶ Διοικητικοῦ προσωπικοῦ.

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

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

6. Τὰς δαπάνας παραστάσεως ὁλοκλήρου τοῦ ἐν Ἑλλάδι προσωπικοῦ.

γ) Ἐὰν ἡ Ἑταιρεία εἰς οἱανδήποτε στιγμὴν ἀγοράσῃ γεωτρύπανον (RIG) πρὸς τὸν σκοπὸν διεξαγωγῆς βαθέων γεωτρήσεων ἐρεύνης (φρεάτων) καὶ ἐκμεταλλεύσεως, κατὰ τὰ διὰ τῆς παρούσης συμφωνούμενα, δυναμένων νὰ φθάσουν εἰς βάθος ὡς ὁρίζεται ἐν ἄρθρῳ 4 παράγραφος 5, ἡ Ἑταιρεία θὰ δικαιοῦται νὰ πιστώνῃ τὸν λογαριασμὸν ὑποχρεωτικῶν ἐπενδύσεων τοῦ παρόντος ἄρθρου, διὰ ποσοῦ μὴ ὑπερβαίνοντος τὰ 20ο)ο τῆς τιμῆς ἀγορᾶς (περιλαμβανούσης καὶ τὰς δαπάνας μεταφορᾶς εἰς Ἑλλάδα) ἐφ' ὅσον τὸ ποσὸν τοῦτο δὲν ὑπερβαίνει τὸ κανονικὸν ἐτήσιον μίσθωμα τοῦ ἀναγκαιοῦντος τύπου γεωτρυπάνου, δι' ἕκαστον ἡμερολογιακὸν ἔτος, ἀρχῆς γενομένης ἀπὸ τοῦ ἡμερολογιακοῦ ἔτους, καθ' ὃ ἐχρησιμοποιήθη τὸ πρῶτον ἐν Ἑλλάδι τὸ ἀγορασθὲν γεωτρύπανον καὶ μέχρι τῆς πιστώσεως τοῦ πλήρους τιμήματος ἀγορᾶς.

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

Ἄρθρον 4.

Ὑποχρεώσεις ἐργασίας — Ἔρευναι.

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ποιήσηται ἔναρξιν γεωλογικῶν ἢ γεωφυσικῶν ἐργασιῶν ἐπὶ τοῦ ἐρευνητικοῦ της χώρου τὸ ἀργότερον ἐντὸς τριῶν μηνῶν μετὰ τὴν ἡμερομηνίαν ἰσχύος τῆς παρούσης συμβάσεως. Ἅπας ὁ πρὸς ἔρευναν χῶρος θὰ πρέπει νὰ ἔχῃ λεπτομερῶς ἐρευνηθῇ γεωλογικῶς ἢ

καὶ γεωφυσικῶς κατὰ τὰ πρῶτα δύο ἔτη ἀπὸ τῆς ἰσχύος τῆς παρούσης, πρὸς τὸν πρωταρχικὸν σκοπόν, ὅπως δυνηθῇ ἡ Ἑταιρεία νὰ καθορίσῃ τὰς καλλιτέρας δυνατὰς τοποθεσίας διὰ τὴν γεώτρησιν φρεάτων ἐρεύνης.

2. Μία βαθεῖα ἐρευνητικὴ γεώτρησις Θ' ἀρχίσῃ ἐντὸς τῶν πρώτων 25 μηνῶν, ἀπὸ τῆς ἐνάρξεως ἰσχύος τῆς παρούσης συμβάσεως.

3. Κατὰ τὴν περίοδον ἀπὸ τέλους τοῦ 2ου καὶ μέχρι τοῦ τέλους τοῦ 4ου ἔτους θὰ ἐκτελεσθῶσι τοὐλάχιστον ἕτεραι δύο βαθεῖαι ἐρευνητικαὶ γεωτρήσεις.

4. Κατὰ τὴν περίοδον ἀπὸ τοῦ τέλους τοῦ 4ου καὶ μέχρι τοῦ τέλους τοῦ 5ου ἔτους θὰ ἐκτελεσθῶσιν εἰσέτι δύο τοὐλάχιστον βαθεῖαι ἐρευνητικαὶ γεωτρήσεις.

5. Αἱ προαναφερθεῖσαι ἐρευνητικαὶ γεωτρήσεις θὰ πρέπει νὰ ἀνορυχθῶσι διὰ γεωτρυπάνων δυναμένων νὰ φθάσωσιν εἰς βάθος 3.300 τοὐλάχιστον μέτρων (ἐκτὸς ἐὰν τὰ δεδομένα τῶν σεισμικῶν μετρήσεων ἀποδείξουν ὅτι οἱ γεωλογικοὶ σχηματισμοὶ οἱ ὁποῖοι θὰ διατρηθοῦν ἀπαιτοῦν γεωτρύπανον μεγαλυτέρας ἱκανότητος).

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

7. Ἐὰν συμπληρωθοῦν ἐρευνητικαὶ ἐργασίαι φρεάτων πέραν τοῦ ἐλαχίστου ἀριθμοῦ εἰς ἓν ἔτος, θὰ πιστοῦνται ἔναντι τῶν ὑποχρεωτικῶν ἐργασιῶν τοῦ ἑπομένου ἔτους ἢ τῶν ἑπομένων ἐτῶν.

8. Ὡς βαθεῖα γεώτρησις νοεῖται γεώτρησις βάθους οὐχὶ ὀλιγώτερον τῶν 2.650 μέτρων μετρουμένου ἀπὸ τοῦ σημείου τῆς τραπέζης περιστροφῆς τοῦ γεωτρυπάνου νοουμένων ἐν τούτοις πρὸς τὸν σκοπὸν τῆς ἐφαρμογῆς τοῦ παρόντος ἄρθρου, ὡς βαθέων ἐρευνητικῶν γεωτρήσεων καὶ τῶν ἀκολούθων γεωτρήσεων:

α) Οἱαδήποτε γεώτρησις καθ' ἣν ἀνεκαλύφθησαν ὑδραγονάνθρακες εἰς βάθος μικρότερον τῶν 2.650 μ. εἰς ποσότητας αἱ ὁποῖαι κατὰ τὴν κρίσιν τῆς Ἑταιρείας ἐξασφαλίζουν οἰκονομικῶς σύμφορον ἐκμετάλλευσιν διὰ τὴν Ἑταιρείαν, καὶ ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία προέβη εἰς τὰς ἐν ἄρθρῳ 5 παρ. 1 τῆς παρούσης συμβάσεως προβλεπομένας γνωστοποιήσεις βάσει τῆς ὡς ἄνω ἀνακαλύψεως.

β) Οἱαδήποτε γεώτρησις καθ' ἣν τὸ γρανιτικὸν ἢ κρυσταλλικὸν ὑπόβαθρον ἀνεκαλύφθη εἰς οἱονδήποτε βάθος μεταξὺ 750 καὶ 2.650 μέτρων. Ἐν τούτοις ἐὰν τὸ κρυσταλλικὸν ἢ γρανιτικὸν ὑπόβαθρον συνηντήθη εἰς οἱονδήποτε βάθος πρὶν ἢ τὸ φρέαρ φθάσῃ τὰ 750 μέτρα, ἡ τοιαύτη γεώτρησις δὲν θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἐν τοιαύτῃ περιπτώσει ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν συμπληρωματικοῦ φρέατος, εἰς βάθος 2.650 μ., ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ὡς ὑπὸ (α) ἀνωτέρω προβλέπεται ἢ μέχρι συναντήσεως τοῦ κρυσταλλικοῦ ἢ γρανιτικοῦ τούτου ὑποβάθρου εἰς οἱονδήποτε βάθος ἢ μέχρις ὅτου συντρέξουν αἱ κατωτέρω ὑπὸ στοιχεῖον (γ) προβλεπόμεναι προϋποθέσεις, οἱονδήποτε τῶν τριῶν τούτων γεγονότων ἤθελε προκύψει ἐνωρίτερον.

γ) Οἱαδήποτε γεώτρησις διὰ τὴν ὁποίαν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνεῖ ὅτι δὲν δικαιολογεῖται περαιτέρω γεώτρησις. Ἐφ' ὅσον ἡ συμφωνία αὕτη ἤθελε προκύψει πρὶν ἢ ἡ γεώτρησις φθάσῃ τὸ βάθος τῶν 750 μέτρων, τότε ἡ γεώτρησις αὕτη δὲν θὰ θεωρῆται βαθεῖα γεώτρησις καὶ ἡ Ἑταιρεία θὰ ὑποχρεοῦται εἰς ἀνόρυξιν ἑτέρου φρέατος εἰς βάθος 2.650 μέτρων, ἄλλως μέχρις ἀνακαλύψεως ὑδρογονανθράκων ἐν αὐτῷ ὡς ὑπὸ στοιχεῖον (α) ὡς ἄνω ὁρίζεται ἢ μέχρι συναντήσεως τοῦ γρανιτικοῦ ἢ κρυσταλλικοῦ ὑποβάθρου, εἰς οἱονδήποτε βάθος τούτου, ἢ μέχρις ὅτου τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συμφωνήσουν ὅτι περαιτέρω γεώτρησις δὲν δικαιολογῆται εἰς τὸ φρέαρ τοῦτο, οἱονδήποτε τῶν τριῶν γεγονότων ἤθελε προκύψει ἐνωρίτερον.

Εἰς τὰς περιπτώσεις δι' ἃς στοιχεῖα (β) καὶ (γ) ἀνωτέρω τὸ σύνολον τῶν εἰς μέτρα γεωτρήσεων τοῦ ἀρχικοῦ φρέατος προστιθέμενον εἰς μέτρα γεωτρήσεων τοῦ συμπληρωματικοῦ φρέατος δὲν θὰ εἶναι ἔλασσον τῶν 2.650 μέτρων. Ἐν περιπτώσει μὴ συμμορφώσεως πρὸς τὴν ἐν τῇ προηγουμένῃ φράσει προϋπόθεσιν ἐντὸς τῶν καθωρισμένων χρονικῶν ὁρίων, ἡ Ἑταιρεία θὰ ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον τὸ ποσὸν τῶν δολλαρίων Η.Π.Α. 350, δι' ἕκαστον μέτρον, καθ' ὃ ὑπολείπεται τὸ ἄθροισμα τῶν μέτρων τοῦ ἀρχικοῦ καὶ τοῦ συμπληρωματικοῦ φρέατος, τοῦ ποσοῦ τῶν 2.650 μέτρων. Ἐπὶ τῇ καταβολῇ τοῦ ὡς ἄνω ποσοῦ, ἡ ἀρχικὴ καὶ ἡ συμπληρωματικὴ γεώτρησις ἐν τῷ συνόλῳ των λαμβανόμεναι θὰ θεωρῶνται ὡς μία βαθεῖα γεώτρησις κατὰ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

9. Ἐὰν ἡ Ἑταιρεία ἐπιθυμῇ νὰ διακόψῃ τὴν γεώτρησιν οἱουδήποτε ἐρευνητικοῦ φρέατος εἰς οἱονδήποτε βάθος καὶ χωρὶς νὰ ἔχῃ ἀνακαλύψῃ ἐν αὐτῷ ὑδρογονάνθρακας καὶ νὰ ἐγκαταλείψῃ τὸ φρέαρ τοῦτο, ἡ Ἑταιρεία θὰ δικαιοῦται νὰ πράξῃ τοῦτο κατὰ τὴν ἐλευθέραν της κρίσιν, ὑπὸ τὴν προϋπόθεσιν τῆς ἀντικαταστάσεως δι' ἑτέρας βαθείας γεωτρήσεως κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου. Ἐὰν ἐν τούτοις τὸ Ἑλληνικὸν Δημόσιον κέκτηται σοβαροὺς τεχνικοὺς λόγους νὰ πιστεύῃ ὅτι ἡ ἀνακάλυψις ὑδρογονανθράκων θὰ ἦτο δυνατὴ εἰς μεγαλύτερον βάθος, τὸ Ἑλληνικὸν Δημόσιον θὰ δικαιοῦται τότε νὰ ζητήσῃ τήν, παρὰ τῆς Ἑταιρείας συνέχισιν τῆς γεωτρήσεως τοῦ φρέατος τούτου, ὑπὸ τὸν ὅρον ὅτι ἡ αἴτησις αὕτη θὰ ἐγένετο πρὸ τῆς μεταθέσεως τοῦ γεωτρυπάνου ἐκ τοῦ χώρου καὶ ὅτι περαιτέρω τὸ Ἑλληνικὸν Δημόσιον δὲν θὰ ἀπαιτήσῃ γεώτρησιν ἐξικνουμένην εἰς βάθος μεγαλύτερον τῆς ἱκανότητος τοῦ γεωτρυπάνου.

Ἡ Ἑταιρεία ὑποχρεοῦται νὰ συμμορφωθῇ πρὸς τὴν ὡς ἄνω αἴτησιν τοῦ Ἑλληνικοῦ Δημοσίου, ὑπὸ τοὺς ἀκολούθους ὅρους:

α) Ἡ συμπληρωματικὴ γεώτρησις θὰ γίνῃ δαπάναις τοῦ Ἑλληνικοῦ Δημοσίου, ὅπερ θὰ καταβάλῃ τῇ Ἑταιρείᾳ πᾶσαν δαπάνην τῆς τοιαύτης γεωτρήσεως, συμφώνως πρὸς τὰς ὑπὸ τῆς Ἑταιρείας, διενεργουμένας μέχρι τότε πληρωμάς, περιλαμβανομένων τῶν ποσοστῶν ἀποσβέσεως τῶν προβλεπομένων ἐν Πίνακι Β, διὰ τὰ χρησιμοποιούμενα διὰ τὴν τοιαύτην γεώτρησιν μηχανήματα καὶ ἐφόδια, ὡς καὶ προσθέτως ποσοστοῦ 10ο)ο. Αἱ τοιαῦται πληρωμαὶ θὰ γίνωνται βάσει μηνιαίων καταστάσεων καὶ τὸ ἀργότερον ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ὑποβολῆς, παρὰ τῆς Ἑταιρείας, πρὸς πληρωμὴν τοῦ μηνιαίου λογαριασμοῦ.

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

γ) Ἐφ' ὅσον ἡ τοιαύτη συμπληρωματικὴ γεώτρησις ἤθελε προκαλέσῃ καθυστερήσεις εἰς τὴν ἐκπλήρωσιν τῶν ὑποχρεώσεων ἐργασίας τῆς Ἑταιρείας, συμφώνως τῷ παρόντι ἄρθρῳ αἱ καθυστερήσεις αὗται θὰ προστίθενται εἰς τὰς περιόδους ἐντὸς τῶν ὁποίων οἱασδήποτε τῶν ὑποχρεώσεων τούτων, δέον νὰ ἐκπληρωθῇ.

δ) Ἐν περιπτώσει, καθ' ἣν ἤθελον ἀνακαλυφθῇ εἰς τὸ ὡς ἄνω φρέαρ, κατὰ τὴν διάρκειαν τῶν συμπληρωματικῶν γεωτρήσεων ὑδρογονάνθρακες, εἰς ποσότητας ἐξασφαλιζούσας κατὰ τὴν ἐλευθέραν τῆς Ἑταιρείας κρίσιν οἰκονομικῶς σύμφορον διὰ τὴν Ἑταιρείαν ἐκμετάλλευσιν, ἡ Ἑταιρεία θὰ ἔχῃ τότε τὸ δικαίωμα νὰ αἰτήσηται νὰ λάβῃ παραχώρησιν πρὸς ἐκμετάλλευσιν ἀναφερομένην εἰς τὴν τοιαύτην ἀνακάλυψιν ὡς ἐν ἄρθρῳ 5 τῆς παρούσης συμβάσεως ὁρίζεται, τῆς Ἑταιρείας ὑποχρεουμένης ὡς εἰκὸς ἐν τῇ περιπτώσει ταύτῃ νὰ πληρώσῃ τῷ Ἑλληνικῷ Δημοσίῳ τριάκοντα (30) ἡμέρας μετὰ τὴν δήλωσιν ὑπὸ τῆς Ἑταιρείας τὸ προβλεπόμενον διὰ τῶν παραγρ. 1 καὶ 2 τοῦ ἄρθρου 5, ποσὸν ἐξικνούμενον εἰς τὸ διπλάσιον παντὸς ποσοῦ, τὸ ὁποῖον ἐπλήρωσε τὸ Ἑλληνικὸν Δημόσιον τῇ Ἑταιρείᾳ διὰ τὴν συμπληρωματικὴν ταύτην γεώτρησιν (ἐντόκως πρὸς 10ο)ο ἐτησίως).

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

Ἄρθρον 5.

Δικαίωμα τῆς Ἑταιρείας ὅπως λαμβάνῃ παραχωρήσεις πρὸς ἐκμετάλλευσιν.

Ἀριθμὸς καὶ χρόνος διαρκείας τούτων.

1. Ἐὰν καθ' οἱονδήποτε χρόνον, καθ' ὃν ἡ Ἑταιρεία διατηρεῖ ἐρευνητικὰ δικαιώματα βάσει τῆς παρούσης συμβάσεως ἀνευρεθῇ εἰς ἐρευνητικὸν φρέαρ ἀνοιχθὲν παρὰ ταύτης ποσότης ὑδρογονανθράκων ἐξασφαλίζουσα κατὰ τὴν γνώμην τῆς Ἑταιρείας τὴν οἰκονομικῶς σύμφορον, εἰς ἐμπορικὴν κλίμακα, ἐκμετάλλευσιν τούτων διὰ ταύτην, αὕτη, μετὰ τὴν ὑποβολὴν πρὸς τὸ Ἑλληνικὸν Δημόσιον ἐπαρκῶν ἀποδείξεων τῆς τοιαύτης ἀνακαλύψεως, δικαιοῦται νὰ ἐπιλέγῃ περιοχὴν χαρακτηριζομένην ἐν τοῖς ἑφεξῆς ἐν τῇ παρούσῃ συμβάσει «ὡς παραχώρησις» ἢ «παραχώρησις πρὸς ἐκμετάλλευσιν», περιλαμβάνουσα τὸ φρέαρ τοῦτο ὑπὸ τοὺς ὅρους τῶν παραγρ. 2, 3 καὶ 4 τοῦ παρόντος καὶ κατὰ τὴν ὑπὸ τοῦ ἄρθρου 11 τοῦ Νόμου 3948)1959 προβλεπομένην διαδικασίαν διὰ τὴν ὑποβολὴν δηλώσεως.

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

3. Ἡ μεγίστη ἔκτασις ἑκάστης παραχωρουμένης περιοχῆς θὰ εἶναι βασικῶς πεντήκοντα (50) τετρ. χιλιόμετρα, οἱουδήποτε σχήματος, καθοριζομένου παρὰ τῆς Ἑταιρείας.

Ἐὰν ἐν τούτοις ἡ Ἑταιρεία δύναται νὰ ἀποδείξῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, ὅτι ἡ πιθανὴ ἔκτασις τοῦ παραγωγικοῦ χώρου ὑπερβαίνει τὰ πεντήκοντα (50) τετρ. χιλιόμετρα, τότε ἡ Ἑταιρεία θὰ δικαιοῦται εἰς παραχωρητήριον ἐκτάσεως πρὸς ἐκμετάλλευσιν μεγαλυτέρας τῶν πεντήκοντα (50) τετρ. χιλιομέτρων μὴ δυναμένης πάντως νὰ ὑπερβῇ τὰ ἑκατὸν τετρ. χιλιόμετρα.

4. Ὁ ἀριθμὸς τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ὃν δικαιοῦται νὰ ἐπιλέξῃ καὶ νὰ διατηρῇ κατὰ πλῆρες δικαίωμα ἡ Ἑταιρεία, βάσει τῆς παρούσης συμβάσεως, εἶναι ἀπεριόριστος. Ἑκάστη δὲ νέα γεώτρησις τῆς Ἑταιρείας εἰς ἐρευνητικοὺς χώρους ἀνήκοντας εἰς τὴν Ἑταιρείαν, ἀλλὰ κειμένους ἐκτὸς τῶν παραχωρήσεών της πρὸς ἐκμετάλλευσιν, δυναμένη νὰ παράγῃ ὑδρογονάνθρακας, θὰ παρέχῃ εἰς τὴν Ἑταιρείαν τὸ δικαίωμα εἰς ἐπιλογὴν καὶ διατήρησιν νέας παραχωρήσεως, ὑπὸ τοὺς ὅρους τοῦ παρόντος ἄρθρου.

5. Ἡ διάρκεια ἑκάστης παραχωρήσεως πρὸς ἐκμετάλλευσιν θὰ εἶναι εἰκοσιοκταετὴς (28), ἀρχομένη ἀπὸ τῆς ἡμέρας τῆς ὑποβολῆς δηλώσεως δι' ἑκάστην παραχώρησιν, πρὸς ἐκμετάλλευσιν.

Ἐφ' ὅσον ἡ Ἑταιρεία συνεμορφώθη πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, τὰς ἀναφερομένας εἰς τὰς καθ' ἑκάστην παραχωρήσεις ἐκμεταλλεύσεως, ἡ 28ετὴς αὕτη περίοδος θὰ παρατείνεται αὐτομάτως δι' ἕτερα 10 ἔτη, ὑπὸ τοὺς δυναμένους νὰ τύχουν ἐφαρμογῆς ὅρους τῆς παρούσης συμβάσεως, ὑπὸ τὸν ὅρον ἐν τούτοις, ὅτι οἱαιδήποτε 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 ὑπὸ τὸν ὅρον ὅτι τροποποίησις τοῦ Ν. 3948)1959 δὲν θὰ ἔχῃ ὡς συνέπειαν τὴν μεταβολὴν τῆς περιόδου τῆς 10ετοῦς παρατάσεως.

Ἄρθρον 6.

Ὑποχρεώσεις ἐκμεταλλεύσεως καὶ παραγωγῆς τῆς Ἑταιρείας.

1. Ἅμα τῇ, κατὰ τὸ προηγούμενον ἄρθρον 5 τοῦ παρόντος, ὑποβολῇ τῆς προβλεπομένης ἐν ἄρθρῳ ἕνδεκα (11) τοῦ Νόμου 3948)1959 δηλώσεως δι' ἐπιλεγεῖσαν παρὰ τῇ Ἑταιρείᾳ περιοχήν, αὕτη θὰ προβῇ ταχέως εἰς ἀνόρυξιν φρεάτων χαράξεως ὁρίων (DELINEATION) καὶ ἀναπτύξεως εἰς ἀπόστασιν μεταξύ των τοιαύτην ἥτις, κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς Ἑταιρείας καὶ κατὰ τὰ διεθνῶς τεχνικῶς παραδεδεγμένα, νὰ ἐξασφαλίσῃ ἐν τελευταίᾳ ἀναλύσει τὴν μεγίστην δυνατὴν ἀπόδοσιν.

2. Ἡ Ἑταιρεία θὰ συνεχίζῃ παραγωγικὴν ἐργασίαν κατὰ τοὺς κανόνας τῆς τέχνης ὑπὸ τὰς προϋποθέσεις τῆς παρ. 3 τοῦ παρόντος καὶ συμφώνως πρὸς τοὺς ἀνεγνωρισμένους διεθνῶς κανόνας καλῆς ἐκμεταλλεύσεως πετρελαιοπηγῶν, ἐπιδιώκουσα νὰ ἐξασφαλίζῃ πάντοτε τὴν μεγίστην τελικῶς ἀπόδοσιν.

3. Εἰς οὐδεμίαν ἐν τούτοις στιγμὴν ἡ Ἑταιρεία θὰ ὑποχρεωθῇ παρὰ τοῦ Ἑλληνικοῦ Δημοσίου νὰ προβῇ εἰς παραγωγὴν ὑδρογονανθράκων, ἐκ τῶν ἑκάστοτε ὑφισταμένων ἐγκαταστάσεών της, εἰς ρυθρὸν ὅστις συμφώνως πρὸς τὴν διεθνῆ πρακτικὴν διὰ τὰ πετρέλαια:

α) Δὲν ἀνταποκρίνεται εἰς τοὺς κανόνας τῆς τεχνικῆς.

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

γ) Δὲν εἶναι οἰκονομικῶς συμφέρον, ἤτοι δὲν ἐξασφαλίζει εἰς τὴν Ἑταιρείαν κέρδος.

4. Εἰς περίπτωσιν καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον θεωρεῖ ὅτι αἱ ἐργασίαι γεωτρήσεως καὶ παραγωγῆς τῆς Ἑταιρείας δὲν ἀνταποκρίνονται πρὸς τὰς ὡς ἄνω ἐν τοῖς ὑπ' ἀριθμ. 1, 2 καὶ 3 παραγράφοις διατάξεις, τότε τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τοῦτο ἐγγράφως εἰς τὴν Ἑταιρείαν πρὸς ἔναρξιν συμμορφώσεως ἐντὸς μηνὸς ἀπὸ τῆς γνωστοποιήσεως ταύτης.

Εἶναι αὐτονόητον ὅτι ἐὰν ἡ Ἑταιρεία ἔχῃ ἀντιρρήσεις εἰς τὰς ὑποδείξεις τοῦ Ἑλληνικοῦ Δημοσίου δύναται νὰ προσφύγῃ εἰς διαιτησίαν κατὰ τὰ ἐν ἄρθρῳ 26 ὁριζόμενα, κατὰ τὴν διάρκειαν τῆς ὁποίας ἡ Ἑταιρεία δὲν θὰ ὑποχρεοῦται νὰ ποιήσηται ἔναρξιν συμμορφώσεως κατὰ τὰ ὡς ἄνω ἀναφερόμενα.

Ἄρθρον 7.

Ἐπιτρεπόμεναι ἐργασίαι παρὰ τῆς Ἑταιρείας—Περιορισμοί.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐνεργῇ γεωλογικάς, γεωφυσικὰς καὶ οἱανδήποτε ἑτέραν ἐρευνητικὴν ἐργασίαν πρὸς τὸν σκοπὸν τῆς ἀνακαλύψεως ὑδρογαναθράκων δι' οἱασδήποτε μεθόδου καὶ νὰ ἐνεργῇ ἀναγνωριστικὰς γεωλογικὰς γεωτρήσεις καὶ ἐρευνητικὰς γεωτρήσεις εἰς βάθος, πρὸς τὸν αὐτὸν σκοπόν, ἐντὸς ἁπασῶν τῶν ἐρευνητικῶν ἐκτάσεων καὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν εἰς χεῖρας τῆς Ἑταιρείας βάσει τῆς παρούσης συμβάσεως καθ' οἱανδήποτε στιγμήν.

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

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

4. Ἡ Ἑταιρεία θὰ ἔχῃ τὴν κυριότητα ἐπὶ ἁπάντων τῶν παραγομένων ὑδρογονανθράκων παρ' αὐτῆς καὶ θὰ ἔχῃ τὸ δικαίωμα τῆς ἐλευθέρας αὐτῶν διαθέσεως, εἴτε διὰ τῆς πωλήσεώς των εἰς τὴν ἐγχώριον ἀγοράν, εἴτε διὰ τῆς ἐξαγωγῆς των, τηρουμένων ὅμως τῶν ἐν ἄρθρῳ 9 καὶ 12 τῆς παρούσης συμβάσεως περιορισμῶν.

5. Διὰ τὴν ἄσκησιν τῶν ὑπὸ τοῦ παρόντος ἄρθρου δικαιωμάτων καὶ πρὸς τὸν σκοπὸν τῆς συμμορφώσεώς της πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της, ἡ μισθώτρια Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα, τηρουμένων τῶν νομίμων διατυπώσεων, νὰ ἀνεγείρῃ ἢ νὰ ἀναθέσῃ τὴν ἀνέγερσιν καὶ ἢ νὰ χρησιμοποιῇ καὶ ἢ νὰ μισθώσῃ παρὰ τρίτων ἀποθήκας πετρελαίου, ἀγωγοὺς συγκεντρώσεως ἐργοταξίου, ἀγωγοὺς μεταφορᾶς δι' ἀργὸν 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 γραμμάας, ἐγκαταστάσεις ἀποθηκεύσεως καὶ φορτώσεως εἰς τοὺς σιδηροδρομικοὺς σταθμοὺς καὶ Ἑλληνικοὺς λιμένας, οἰκήματα διὰ τοὺς ὑπαλλήλους καὶ ἐργάτας, ἀποθήκας, μηχανολογικὰ ἐργαστήρια, τηλεφωνικὰς καὶ ραδιοφωνικὰς ἐγκαταστάσεις καὶ πᾶσαν ἑτέραν ἐγκατάστασιν διὰ τὴν ἀποτελεσματικὴν διεξαγωγὴν τῶν ἐργασιῶν τῆς παρούσης συμβάσεως.

Τοιαῦται ἐγκαταστάσεις δύνανται νὰ ἀνοικοδομηθοῦν καὶ ἡ νὰ χρησιμοποιηθοῦν παρὰ τῆς Ἑταιρείας μόνον ἐφ' ὅσον αἱ ἤδη ὑπάρχουσαι καὶ ἀνήκουσαι εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην κρατικὴν Ὑπηρεσίαν τοιαῦται δὲν εἶναι ἐπαρκεῖς διὰ τοὺς σκοποὺς τῆς Ἑταιρείας ἢ ὅταν ἡ χρησιμοποίησίς των δὲν εἶναι οἰκονομικῶς συμφέρουσα διὰ τὴν Ἑταιρείαν κατὰ τὴν κρίσιν ταύτης.

6. Ἡ Ἑταιρεία θὰ ἔχῃ ἐπίσης τὸ δικαίωμα ἀποκλειστικῶς, διὰ τὴν εὐόδωσιν τῶν ἐργασιῶν της τῶν προβλεπομένων ὑπὸ τῆς παρούσης συμβάσεως νὰ ἀποξηράνῃ χώρους ἢ νὰ δημιουργῇ νησίδας ἐντὸς τῶν χώρων ἐρεύνης τοὺς ὁποίους κατέχει εἰς οἱανδήποτε στιγμὴν βάσει τῆς παρούσης συμβάσεως, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἄνευ σοβαροῦ λόγου.

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

Ἐφ' ὅσον ἡ καθυστέρησις ἢ ἔλλειψις ἀποκτήσεως ἀδειῶν ἢ ἐγκρίσεων καθιστᾷ ἀδύνατον ἢ καθυστερεῖ ἀναγκαίως τὴν διεκπεραίωσιν τῶν ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένων ὑποχρεώσεών της πᾶσα προκύπτουσα καθυστέρησις ἢ παράλειψις ἐκτελέσεως οἱωνδήποτε τῶν, κατὰ τὴν παροῦσαν ὑποχρεώσεων τῆς Ἑταιρείας δὲν θὰ ἀποτελῇ παράβασιν τῶν ὅρων τῆς παρούσης καὶ θὰ θεωρῆται ὡς περίπτωσις ἀνωτέρας βίας κατὰ τὰς διατάξεις τοῦ ἄρθρου 25 τῆς παρούσης συμβάσεως.

8. Ἡ Ἑταιρεία κατὰ τὴν ἐκτέλεσιν τῶν σεισμικῶν μετρήσεων ἐντὸς τῆς θαλάσσης ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως διενεργῇ ἐκρήξεις δι' ἀεριοβόλου ἢ διὰ χρησιμοποιήσεως ἑτέρας ἐφαρμοζομένης μεθόδου πρὸς περιορισμὸν τῆς καταστροφῆς τῆς θαλασσίας πανίδος. Μόνον εἰς ἐξαιρετικὰς περιπτώσεις καθ' ἃς αἱ ἀνωτέρω μέθοδοι δὲν εἶναι δυνατὸν νὰ ἀποδώσουν ἱκανοποιητικὰ ἀποτελέσματα θὰ ἐπιτρέπεται ἡ χρησιμοποίησις ἐκρηκτικῶν ὑλῶν.

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

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

β) Δὲν θὰ ἐπηρεάζεται δυσμενῶς ἡ Ναυσιπλοΐα εἰς τὴν περιφέρειαν τῆς νήσου Λήμνου.

γ) Θὰ ἀπαγορευθῶσιν αἱ ἐργασίαι εἰς εὐθυγραμμίσεις ραδιοφάρων κλπ. τὰ τυχὸν δὲ χρησιμοποιηθησόμενα πλωτὰ μέσα θὰ συμμορφοῦνται πρὸς τὸν κανονισμὸν ἀποφυγῆς συγκρούσεων ἐν θαλάσσῃ.

δ) Διὰ πάντα τὰ ναυτιλιακῆς φύσεως θέματα δέον νὰ παρασχεθῶσιν ἐγκαίρως στοιχεῖα εἰς τὴν Δ)νσιν Ὑδρογραφίας ΒΝ. πρὸς ἔκδοσιν τῶν σχετικῶν Ἀγγελιῶν καὶ Προαγγελιῶν τοῖς Ναυτιλλομένοις.

ε) Αἱ ἐργασίαι θὰ διακόπτωνται ἐκτάκτως, ἐφ' ὅσον ἤθελε κριθῇ ἀναγκαῖον διὰ λόγους ἐθνικῆς ἀσφαλείας καὶ αἱ χρησιμοποιούμεναι ἐγκαταστάσεις θὰ ἀπομακρύνωνται τῆς περιοχῆς, ἕως ὅτου ἐκλείψωσιν οἱ προκαλέσαντες τὴν διακοπὴν λόγοι, ἄνευ οὐδεμιᾶς ὑποχρεώσεως τοῦ Δημοσίου πρὸς ἀποζημίωσιν. Προβλέπεται ὅτι μία τοιαύτη διακοπὴ τῆς ἐργασίας θὰ θεωρηθῇ ὡς προξενηθεῖσα ἐξ ἀνωτέρας βίας συμφώνως πρὸς τὸ ἄρθρον 25 τῆς παρούσης συμβάσεως.

Ἄρθρον 8.

Καταβολὴ στρεμματικοῦ.

Ἡ Ἑταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον στρεμματικὸν φόρον, ὅστις θὰ ἀνέρχεται εἰς 1.000 δραχμὰς ἐτησίως κατὰ τετραγωνικὸν χιλιόμετρον ἐπὶ ἁπασῶν τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν τῶν κατεχομένων παρὰ τῆς Ἑταιρείας εἰς οἱανδήποτε στιγμήν, συμφώνως τῇ παρούσῃ συμβάσει.

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

Ἄρθρον 9.

Δικαιώματα.

1. Ἡ Ἑταιρεία θὰ καταβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον, δικαιώματα ἐκ 14 ο)ο ἐπὶ πάσης ποσότητος παραγομένων καὶ μετρουμένων, κατὰ τὰ ἐν παρ. 3 τοῦ παρόντος ἄρθρου, ὑδρογονανθράκων (ἀργὸν πετρέλαιον, φυσικὰ ἀέρια καὶ φυσικὴ βενζίνη) παρ' αὐτῆς, κατὰ τὴν διάρκειαν τῶν ἐργασιῶν της, συμφώνως τῇ παρούσῃ συμβάσει, ἐλευθέρων ὕδατος καὶ ξένων στοιχείων.

Αἱ παρὰ τῆς Ἑταιρείας χρησιμοποιούμεναι διὰ τὰς ἰδίας της ἀνάγκας ποσότητες παραγομένων ὑδρογονανθράκων διὰ καύσιμα, ἢ διὰ τὸν σκοπὸν τῆς ἐκ νέου αὐξήσεως τῆς πιέσεως (REPRESSURING) ἢ ἀναποφεύκτους ἀπωλείας κατὰ τὴν διάρκειαν τῶν ἐργασιῶν κυρίως καιόμενα ἀέρια (FLARED GAS) δὲν θὰ ὑπόκεινται εἰς πληρωμὴν δικαιωμάτων.

2. Τὰ δικαιώματα ἐπὶ ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου θὰ καταβάλωνται τοῖς μετρητοῖς, ἐκτὸς ἐὰν τὸ Ἑλληνικὸν Δημόσιον προτιμήσῃ νὰ εἰσπράξῃ ταῦτα εἰς εἶδος, ὡς κατωτέρω καθορίζεται. Δύο μῆνας πρὸ τῆς ἐνάρξεως ἑκάστου ἡμερολογιακοῦ ἐξαμήνου τὸ Ἑλληνικὸν Δημόσιον θὰ γνωστοποιῇ τῇ Ἑταιρείᾳ ἐγγράφως ἐὰν ἐπιθυμῇ νὰ εἰσπράξῃ τὸ σύνολον ἢ τμῆμα τῶν δικαιωμάτων του εἰς εἶδος κατὰ τὸ ἑπόμενον ἡμερολογιακὸν ἑξάμηνον διὰ τὸ ἀργὸν πετρέλαιον καὶ ἢ τὸ φυσικὸν ἀέριον. Ἀφ' ἧς στιγμῆς τὸ Ἑλληνικὸν Δημόσιον ἐγνωστοποίησε τὴν ἐπιλογήν του εἰς τὴν Ἑταιρείαν οὐδεμία μεταβολὴ θὰ εἶναι ἐπιτρεπτὴ ὡς πρὸς τὸν τρόπον εἰσπράξεως τῶν δικαιωμάτων μέχρι πέρατος τοῦ ἑπομένου ἡμερολογιακοῦ ἑξαμήνου, πλὴν ἐπιτεύξεως ἀμοιβαίως ἱκανοποιητικῆς ἐγγράφου συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας ἐπὶ τοῦ θέματος τούτου.

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

3. Αἱ ποσότητες ὑδρογονανθράκων αἵτινες ὑπόκεινται εἰς καταβολὴν δικαιωμάτων θὰ μετρῶνται διὰ τὸ ἀργὸν πετρέλαιον, εἰς τὰς ἀποθηκευτικὰς ἐγκαταστάσεις τοῦ ἐργοταξίου τῆς Ἑταιρείας, διὰ τὸ φυσικὸν ἀέριον εἰς τὰς κεφαλὰς τῶν πηγῶν καὶ διὰ τὴν φυσικὴν βενζίνην εἰς τὰς ἐγκαταστάσεις ἀποχωρισμοῦ. Πρὸς τὸν σκοπὸν τοῦτον ἡ Ἑταιρεία ὑποχρεοῦται ὅπως ἐγκαταστήσῃ καταλλήλους ἐγκαταστάσεις μετρήσεως κατὰ τὰ συνήθως παραδεδεγμένα εἰς τὴν διεθνῆ 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 Ἑταιρείας ἐντὸς 40 ἡμερῶν ἀπὸ τῆς λήξεως τοῦ μηνὸς εἰς ὃν ἀντιστοιχοῦν τὰ δικαιώματα ἐκτὸς ἑτέρας ρητῆς ἐγγράφου συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, ἡ δὲ Ἑταιρεία ὑποχρεοῦται νὰ ἀποθηκεύσῃ, τῇ εὐθύνῃ τοῦ Ἑλληνικοῦ Δημοσίου, τῆς Ἑταιρείας οὔσης ὑπευθύνου δι' οἱανδήποτε ἀπώλειαν ἢ ζημίαν προερχομένην ἐξ ἀμελείας της, εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου της κατὰ τὸ ὡς ἄνω χρονικὸν διάστημα τῶν 40 ἡμερῶν ἄνευ οὐδεμιᾶς ἐπιβαρύνσεως τοῦ Δημοσίου τὸ οὕτωσι εἰς τὸ Δημόσιον παραδοθησόμενον ὡς δικαίωμα ἀργὸν πετρέλαιον. Ἐν περιπτώσει καθ' ἣν 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 διαθέσῃ ἐλευθέρως

τοῦτο, ὁπότε θὰ πληρώνῃ τοῖς μετρητοῖς τὰ δικαιώματα ταῦτα, ἢ νὰ ἐξακολουθήσῃ νὰ τὸ κρατῇ ἀποθηκευμένον διὰ λογαριασμὸν τοῦ Ἑλληνικοῦ Δημοσίου ἔναντι λογικῶν ἀποθηκεύτρων ἀνερχομένων εἰς τὴν πραγματικὴν δαπάνην ἀποθηκεύσεως, σὺν 10 ο)ο.

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

6. Ἐὰν ἡ Ἑταιρεία εἶναι ἰδιοκτήτρια καὶ ἐκμεταλλεύεται οἱονδήποτε ἀγωγὸν διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ φυσικοῦ ἀερίου, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ αἰτήσηται τὴν μεταφορὰν παρὰ τῆς Ἑταιρείας τῶν ἀνηκουσῶν αὐτῷ ποσοτήτων μέσῳ τῶν ἀγωγῶν τούτων εἴτε μέχρι τοῦ τέρματός των εἴτε μέχρις οἱουδήποτε σημείου κειμένου ἐπ' αὐτῶν. Ἡ μεταφορὰ αὕτη θὰ πραγματοποιῆται παρὰ τῆς Ἑταιρείας ἔναντι καταβολῆς δαπανῶν πλέον τῶν 10 ο)ο.

Ἡ παροῦσα παράγραφος δὲν θὰ ἑρμηνευθῇ ὡς ἀποτελοῦσα ὑποχρέωσιν τῆς Ἑταιρείας νὰ κατασκευάσῃ ἀγωγοὺς ἢ οἱανδήποτε ἐγκατάστασιν μεταφορᾶς ἐπὶ πλέον τῶν ὅσων τυχὸν ἔχει ἢ ἐκμεταλλεύεται, οὐδὲ καὶ νὰ ἀνεγείρῃ οἱανδήποτε συμπληρωματικὴν τῶν ἀγωγῶν τούτων ἐγκατάστασιν ἢ καὶ ἑτέρας ἐγκαταστάσεις μεταφορᾶς πλὴν ἑτέρας συμφωνίας μεταξὺ Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας πρὸς τὸν σκοπὸν τοῦτον.

7. Πρὸ τοῦ χρόνου καθ' ὃν ἡ Ἑταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι τιμὴν (POSTED PRICE) τὸ καταβλητέον εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς μετρητὰ ποσὸν ὡς δικαιώματα, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τοῦ καταβληθέντος τιμήματος ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἢ ἑτέρων ὑπαρχόντων ἐν Ἑλλάδι Διϋλιστηρίων διὰ τὸ ἀργὸν πετρέλαιον τὸ ἀγοραζόμενον ἀπὸ τὴν Ἑταιρείαν, ὡς τοῦτο ὁρίζεται εἰς τὸ ἄρθρον 12 παρ. 9 (α).

Ἀπὸ τῆς στιγμῆς καθ' ἣν ἡ Ἑταιρεία θὰ καταστῇ ἐξαγωγεὺς ἐγχωρίου ἀργοῦ πετρελαίου καὶ καθορίσῃ τιμὴν ἐν Ἑλλάδι (POSTED PRICE) τὸ καταβλητέον εἰς μετρητὰ ποσὸν πρὸς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς δικαιώματα ἐπὶ τοῦ παραγομένου παρ' αὐτῆς πετρελαίου ἐν Ἑλλάδι, θὰ ὑπολογίζηται ἐπὶ τῇ βάσει τῆς τοιαύτης καθορισθείσης (POSTED) τιμῆς, ὡς τοῦτο ὁρίζεται εἰς τὸ ἄρθρον 12 παρ. 9 (6).

8. Τὸ ποσὸν τῶν δικαιωμάτων διὰ τὴν φυσικὴν βενζίνην (GASOLINE) θὰ ὑπολογίζηται ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἑταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ πληρωμὴ δικαιωμάτων μεῖον ἐξόδων διομηχανοποιήσεως καὶ μεταφορᾶς ἀπὸ τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου εἰς τὸ σημεῖον παραδόσεως.

9. Τὸ ποσὸν τῶν δικαιωμάτων ἐπὶ τοῦ φυσικοῦ ἀερίου ὑποκειμένου εἰς καταβολὴν δικαιωμάτων, ὑπολογίζεται, ἐφ' ὅσον καταβάλλεται εἰς μετρητά, ἐπὶ τοῦ μέσου ὅρου τιμῶν πωλήσεως, τῶν πραγματοποιηθεισῶν παρὰ τῆς Ἑταιρείας κατὰ τὸν μῆνα πρὸς ὃν ἀντιστοιχεῖ ἡ καταβολὴ τῶν δικαιωμάτων δι' ἕκαστον κυβικὸν μέτρον πωλουμένου ἀερίου, μεῖον ἐξόδων ἐπεξεργασίας καὶ μεταφορᾶς ἀπὸ τὴν κεφαλὴν τοῦ φρέατος (WELLHEAD) εἰς τὸ σημεῖον παραδόσεως.

10. Τὰ δικαιώματα τοῖς μετρητοῖς θὰ καταβάλλωνται κατ' ἐξάμηνον ἐντὸς τοῦ Ἰανουαρίου καὶ Ἰουλίου ἑκάστου ἔτους.

Ἄρθρον 10.

Φόροι.

1. Ἡ Ἑταιρεία θὰ ὑπόκειται εἰς τὸν φόρον εἰσοδήματος ὡς Ἀνώνυμος Ἑταιρεία βάσει παγίου συντελεστοῦ 50 ο)ο ἐπὶ τῶν καθαρῶν κερδῶν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διαχειριστικὴν περίοδον τὴν ὁριζομένην ὑπὸ τῆς παρ. 7 τοῦ παρόντος ἄρθρου οἱοσδήποτε καὶ ἂν εἶναι ὁ συντελεστὴς ὁ ἑκάστοτε ἰσχύων διὰ τὰς ἄλλας Ἑταιρείας. Ἐκ τοῦ ποσοῦ τοῦ φόρου εἰσοδήματος διὰ τὴν διαχειριστικὴν περίοδον τοῦ ὑπολογιζομένου συμφώνως πρὸς τὸ παρὸν ἄρθρον, ἀφαιρῆται τὸ ποσὸν τῶν δικαιωμάτων τῶν καταβληθέντων κατὰ τὴν διαχειριστικὴν περίοδον εἴτε τοῖς μετρητοῖς εἴτε εἰς εἶδος δυνάμει τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως καὶ ἀπὸ τὸν χρόνον ποὺ ἡ Ἑταιρεία ἔχει καθαρὸν κέρδος, τὰ στρεμματικὰ δικαιώματα συμφώνως τῷ ἄρθρῳ 8 τῆς παρούσης συμβάσεως ἐπὶ τῷ σκοπῷ ὅπως εὑρεθῇ τὸ καθαρὸν ποσόν, τοῦ φόρου εἰσοδήματος, τὸ ὁποῖον θὰ καταβληθῇ ὑπὸ τῆς Ἑταιρείας διὰ τὴν ἀντίστοιχον διαχειριστικὴν περίοδον.

Συμφωνεῖται ὅτι τὰ δικαιώματα τὰ προβλεπόμενα ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως δέον νὰ καταβάλλωνται ἐπὶ οἱασδήποτε παραγωγῆς ὑδρογονανθράκων ἀσχέτως ἐὰν αἱ ἐργασίαι τῆς Ἑταιρείας ἀποφέρουν κέρδος ἢ ζημίαν.

Συμφωνεῖται περαιτέρω ὅτι τὰ δικαιώματα τοῦ Δημοσίου (ROYALTIES) καὶ τὰ φορολογικὰ βάρη, ὡς ταῦτα ἀναφέρονται ἐν ἄρθροις 9 καὶ 10 τῆς παρούσης συμβάσεως θὰ παραμείνουν ἀμετάβλητα καθ' ὅλην τὴν διάρκειαν τῆς συμβάσεως ταύτης καὶ ὅτι ἡ ἀφαίρεσις τῶν δικαιωμάτων τοῦ Δημοσίου (ROYALTIES) ἐκ τοῦ φόρου εἰσοδήματος θὰ παραμείνῃ ὡσαύτως ἀμετάβλητος κατὰ τὴν διάρκειαν τῆς συμβάσεως ἡ δὲ Ἑταιρεία, ἐν ὄψει τῆς τοιαύτης ἀναληφθείσης ὑποχρεώσεως, συμφωνεῖ καὶ δηλοῖ ὅτι κατὰ τὴν διάρκειαν τῆς συμβάσεως ἢ καὶ μεταγενεστέρως οὐδεμίαν προτίθεται νὰ προβάλῃ ἀντίρρησιν ἢ ἀμφισβήτησιν ὡς πρὸς τὸ ποσοστὸν τοῦ 50 ο)ο ἐπὶ τοῦ καθαροῦ κέρδους, ὡς προβλέπεται ἀνωτέρω ἀποδεχομένη κατὰ πᾶσαν περίπτωσιν τὴν συμβατικὴν ἐνέργειαν καὶ ἰσχὺν τῆς ῥήτρας ταύτης.

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

3. Ἐξαιρέσει τοῦ φόρου ἐπιφανείας μεταλλείων, τοῦ προβλεπομένου εἰς τὸ ἄρθρον 8 τῆς παρούσης συμβάσεως (στρεμματικὸς), τῶν δικαιωμάτων τῶν προβλεπομένων ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης καὶ τοῦ φόρου ἐπὶ τῶν καθαρῶν κερδῶν τοῦ προπλεπομένου εἰς τὴν παρ. 1 τοῦ παρόντος ἄρθρου, ἡ Ἑταιρεία, ἡ περιουσία αὐτῆς, αἱ ἐργασίαι της, τὰ δικαιώματά της καὶ τὰ εἰσοδήματα αὐτῆς ἐξ ἐργασιῶν δυνάμει τῆς παρούσης συμβάσεως, καθὼς καὶ οἱαδήποτε μηχανήματα, ἀνταλλακτικά, ἐξαρτήματα, ἐργαλεῖα καὶ ὑλικὰ παντὸς εἴδους τὰ εἰσαγόμενα ἐκ τοῦ ἐξωτερικοῦ καὶ προοριζόμενα διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρείας, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν (ἐξαιρουμένων τῶν καυσίμων ὑλῶν παντὸς εἴδους) ὡς καὶ τῶν ὑπὸ τῆς Ἑταιρείας παραγομένων ὑδρογονανθράκων, ἐξαιρουμένων τῶν διϋλισμένων προϊόντων οἱασδήποτε φύσεως, θὰ ἀπαλλάσσωνται παντὸς φόρου ἀμέσου ἢ ἐμμέσου παντὸς εἴδους καὶ φύσεως δασμῶν, τελῶν δικαιωμάτων, κρατήσεων τελῶν χαρτοσήμου ἢ εἰσφορῶν ἢ πάσης ἑτέρας εἰδικῆς ἐπιβαρύνσεως, εἴτε τακτικῆς εἴτε ἐκτάκτου εἴτε ἐπιβαλλομένης δι' εἰδικοὺς σκοποὺς ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἱασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ νομικοῦ προσώπου καὶ γενικῶς παντὸς τρίτου πλὴν τῶν καθαρῶς ἀνταποδοτικῶν εἰσφορῶν, δι' ὑπηρεσίας ἢ δικαιώματα πάσης φύσεως Ἀσφαλιστικῶν Ταμείων.

Ἡ παροῦσα σύμβασις καθὼς καὶ οἱαδήποτε συμφωνία ἢ σύμβασις βάσει ταύτης, ἡ ὁποία ἤθελεν ὑπογραφῆ, σκοποῦσα τὴν ἀπόκτησιν δικαιωμάτων ἐξερευνήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῶν περιφερειῶν τῶν περιγραφομένων 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, οἱασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἱωνδήποτε τρίτων.

Αἱ διατάξεις οἱωνδήποτε Νόμων τοῦ Ἑλληνικοῦ Δημοσίου ὡς πρὸς τὰ κατώτατα ὅρια δικηγορικῶν ἀμοιβῶν δὲν τυγχά-

νουν ἐφαρμογῆς προκειμένου περὶ δικηγόρων οἱ ὁποῖοι παρέχουν ὑπηρεσίας σχετικὰς πρὸς τὴν παροῦσαν σύμβασιν.

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

4. Οἱ ἀλλοδαποὶ μέτοχοι ἢ συνεταῖροι τῆς Ἑταιρείας ὑπὸ τὴν προϋπόθεσιν ὅτι κατοικοῦν ἢ διαμένουν εἰς τὸ ἐξωτερικόν, ἀπαλλάσσονται ὡς πρὸς τὸ εἰσόδημα αὐτῶν ἐκ τῆς Ἑταιρείας παντὸς φόρου, τακτικοῦ ἢ ἐκτάκτου ἢ ἐπιβληθέντος δι' εἰδικοὺς σκοπούς, τελῶν, κρατήσεων, εἰσφορῶν ἢ ἄλλων ἐπιβαρύνσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ οἱασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ Νομικοῦ Προσώπου ἢ τρίτων, λόγῳ τῆς ἰδιότητός των ὡς μετόχων ἢ συνεταίρων τῆς Ἑταιρείας.

5. Ἅπασαι αἱ δαπάναι, ἔξοδα καὶ ἐπιβαρύνσεις τῆς Ἑταιρείας, αἱ σχετικαὶ μὲ τὴν ὀργάνωσίν της καὶ τὰς ἐργασίας της κατὰ τὴν παροῦσαν σύμβασιν, ἐντὸς ἢ ἐκτὸς 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 Ἑταιρείας βάσει τῆς παρούσης συμβάσεως, θὰ ἀθροίζωνται ὑπὸ τῆς Ἑταιρείας εἰς τὰ λογιστικὰ βιβλία καὶ θὰ ἀποσβέννυνται εἰς χρόνον οὐχὶ μεγαλύτερον τῶν δέκα διαχειριστικῶν περιόδων ἀρχῆς γενομένης ἀπὸ τῆς πρώτης διαχειριστικῆς περιόδου κατὰ τὴν διάρκειαν τῆς ὁποίας θὰ προκύψουν ἀκαθάριστα ἔσοδα ὡς ἀνωτέρω περιγράφεται.

6. Ἐν περιπτώσει καθ' ἣν ἡ Ἑταιρεία ἐμφανίσῃ καθαρὰν ζημίαν ἐκ τῶν ἐργασιῶν αὐτῆς κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου, μετὰ τὴν ἐκ μέρους της ἀπόκτησιν τῆς πρώτης της παραχωρήσεως πρὸς ἐκμετάλλευσιν, ἡ ἐν λόγῳ ζημία θὰ ἄγηται εἰς νέον ὑπὸ τῆς Ἑταιρείας καὶ θὰ ἐνοποιῆται μετὰ τῆς ἑπομένης διαχειριστικῆς περιόδου ἢ περιόδων, εἴτε αὗται δεικνύουν κέρδη εἴτε ζημίας.

Τὸ οὕτω προκῦπτον ἀποτέλεσμα ἐὰν ἐξακολουθῇ νὰ ἐμφανίζῃ ζημίαν θὰ ἄγηται καὶ πάλιν εἰς νέον ὑπὸ τῆς Ἑταιρείας καὶ θὰ ἐνοποιῆται μετὰ τῶν οἰκονομικῶν ἀποτελεσμάτων τῆς ἑπομένης ἢ ἑπομένων διαχειριστικῶν περιόδων. Ἡ ἀνωτέρω μεταφορὰ εἰς νέον δύναται νὰ ἐπαναλαμβάνεται μέχρις ὅτου προκύψῃ καθαρὸν κέρδος ἢ λήξῃ ἡ παροῦσα σύμβασις. Ἡ Ἑταιρεία δὲν θὰ δικαιοῦται νὰ προβάλῃ ἀπαίτησίν τινα κατὰ τοῦ Ἑλληνικοῦ Δημοσίου διὰ ζημίας ἃς ἤθελεν ὑποστῆ ἐκ τῶν ἐργασιῶν αὐτῆς δυνάμει τῆς παρούσης συμβάσεως.

7. Διὰ τοῦ ὅρου «καθαρὰ κέρδη» τῆς Ἑταιρείας, ὡς χρησιμοποιεῖται εἰς τὸ ἄρθρον τοῦτο, νοοῦνται, ἐν σχέσει μὲ ἑκάστην διαχειριστικὴν περίοδον, τὰ κέρδη ἅτινα προκύπτουν μετ' ἀφαίρεσιν ἐκ τῶν συνολικῶν ἀκαθαρίστων ἐσόδων τῆς Ἑταιρείας τῶν προερχομένων ἐκ τῶν ἐργασιῶν αὐτῆς, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ὅλων τῶν δαπανῶν, ἐπιβαρύνσεων καὶ ἐξόδων ἐν γένει διὰ τῶν ὁποίων ἐπεβαρύνθη ἡ Ἑταιρεία λόγῳ τῶν ἐργασιῶν της συμφώνως πρὸς τὴν παροῦσαν σύμβασιν, ἀνεξαρτήτως ἂν αὗται προέκυψαν ἐντὸς ἢ ἐκτὸς τῆς Ἑλλάδος.

Αἱ δαπάναι, ἐπιβαρύνσεις καὶ ἔξοδα αἱ ἀναφερόμεναι εἰς τὴν προηγουμένην φράσιν καὶ ἐν παραγράφῳ 5 τοῦ παρόντος ἄρθρου, θὰ περιλαμβάνουν, ἀλλ' οὐχὶ περιοριστικῶς, καὶ τὰς δαπάνας τὰς ἀναφερομένας εἰς τὸν Πίνακα (Β) τῆς παρούσης συμβάσεως καὶ ἡ ἔκπτωσίς των θὰ ἐπιτρέπηται ἀνεξαρτήτως ἰσχυόντων ἢ μελλόντων νὰ ἰσχύσουν περιορισμῶν σχετικῶν μὲ τὰς ἐν λόγῳ ἐκπτώσεις.

Αἱ ἐντὸς τῆς Ἑλλάδος μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως ὡς ὑπὸ στοιχεῖα (α) καὶ (β) κατωτέρω δαπάναι δὲν θὰ δύνανται νὰ ὑπερβοῦν ποσοστὸν 10ο)ο ἐπὶ τῶν ἐτησίων δαπανῶν τῆς Ἑταιρείας ἐν Ἑλλάδι:

Αἱ οὕτω περιοριστικῶς ἐκπιπτόμεναι δαπάναι εἶναι:

α) Αἱ ἐν παραγράφῳ 1 (β) τοῦ Πίνακος Β δαπάναι αἱ ὁποῖαι πραγματοποιοῦνται ἐκτὸς Ἑλλάδος.

β) Αἱ δαπάναι δι' ὑπηρεσίας ὡς ἐν παραγράφῳ 1 (α) τοῦ Πίνακος Β καὶ αἱ δαπάναι πωλήσεως ὡς ἐν παραγρ. 1 (δ) τοῦ Πίνακος Β, αἱ ὁποῖαι πραγματοποιοῦνται ἐκτὸς Ἑλλάδος διὰ λογαριασμὸν τῆς Ἑταιρείας ὑπὸ ἑτέρων Ἑταιρειῶν αἱ ὁποῖαι ἐλέγχονται ἀπ' εὐθείας ἢ ἐμμέσως ὑπὸ τῆς ADA OIL EXPLORATION CORPORATION ἢ ὑπὸ ἑτέρων συγγενῶν Ἑταιρειῶν.

Εἰς τὰς δαπάνας, ἐπιβαρύνσεις καὶ ἔξοδα, ὡς ἄνω, δὲν θὰ περιλαμβάνωνται ὅμως τὰ ὑπὸ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως προβλεπόμενα δικαιώματα ἐπὶ τῆς παραγωγῆς (μίσθωμα).

Τὰ ἀκαθάριστα ἔσοδα θὰ περιλαμβάνουν τὰ πραγματικὰ ἔσοδα ἐκ τῆς πωλήσεως ἐξορυσσομένων ὑδρογονανθράκων. Ἡ τιμὴ ἀργοῦ πετρελαίου πωληθέντος δι' ἐξαγωγὴν θὰ εἶναι ἐκείνη ἡ πράγματι χρεουμένη τιμὴ FOB ἀκραῖον παραθαλάσσιον ἀποθηκευτικὸν χῶρον. Ἀκαθάριστα ἔσοδα δι' ἐγχωρίους πωλήσεις ἀργοῦ πετρελαίου θὰ εἶναι τὰ πραγματικὰ ἔσοδα.

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

Ἐν περιπτώσει καθ' ἣν τὰ δικαιώματα τοῦ Δημοσίου καταβάλλονται εἰς εἶδος κατὰ τὴν διάρκειαν διαχειριστικῆς περιόδου συμφώνως τῷ ἄρθρῳ 9 τῆς συμβάσεως, τὸ ποσὸν τοῦτο ὡς καθορίζεται συμφώνως πρὸς τὸ ὡς ἄνω ἄρθρον 9, θὰ προστίθηται εἰς τὰ ἀκαθάριστα ἔσοδα τῆς Ἑταιρείας κατὰ τὸν ὑπολογισμὸν τῶν «καθαρῶν κερδῶν» συμφώνως τῷ παρόντι ἄρθρῳ.

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

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

β) Ὁ ἔλεγχος τῶν βιβλίων τῆς Ἑταιρείας θὰ διενεργῆται συμφώνως πρὸς τοὺς Ἑλληνικοὺς Νόμους βάσει τῆς ἐν Ἑλλάδι Νομοθεσίας.

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

δ) Αἱ περὶ βεβαιώσεως φόρου ἔναντι τοῦ φόρου εἰσοδήματος τῆς διανυομένης διαχειριστικῆς περιόδου, ἰσχύουσαι ἑκάστοτε διατάξεις δὲν ἔχουσιν ἐφαρμογὴν ἐν προκειμένῳ, ἐπιφυλασσομένων ὅμως τῶν ἐκ τοῦ ἄρθρου 9 τῆς παρούσης συμβάσεως ὑποχρεώσεων πρὸς καταβολὴν μηνιαίας ἢ κατὰ ἑξαμηνίαν τῶν ὑπὸ τῶν ἄνω διατάξεων προβλεπομένων ποσῶν, τῆς Ἑταιρείας ὑποχρεουμένης μόνον εἰς τὴν καταβολὴν τοῦ φόρου εἰσοδήματος ἐπὶ τῶν κερδῶν, τῆς ἑκάστοτε ληξάσης διαχειριστικῆς περιόδου.

ε) Αἱ περὶ προσθέτων φόρων δι' ἀνακριβῆ δήλωσιν διατάξεις τῆς ἑκάστοτε ἰσχυούσης 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 Ἑταιρείας ἀλλὰ ἐκ πλάνης διαφόρου ἑρμηνείας παρὰ τῆς Ἑταιρείας τῶν ἐφαρμοστέων ἐν προκειμένῳ διατάξεων.

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

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

Ἄρθρον 11.

Εἰσαγωγή, ἐξαγωγὴ μηχανημάτων ἐξοπλισμοῦ καὶ ὑλικῶν.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ εἰσάγῃ ἐκ τοῦ

έξωτερικοῦ καὶ νὰ μεταχειρίζηται διὰ τὰς ἐργασίας της, συμφώνως πρὸς τὴν παροῦσαν σύμβασιν πάντα τὰ μηχανήματα καὶ ἐξοπλισμόν, συμπεριλαμβανομένων καὶ οἱωνδήποτε ἀνταλλακτικῶν αὐτῶν καὶ οἱαδήποτε ὑλικά, οἱασδήποτε φύσεως, τὰ ὁποῖα κατὰ τὴν κρίσιν τῆς Ἑταιρείας εἶναι ἀναγκαῖα καὶ πλέον κατάλληλα διὰ τὴν διεξαγωγὴν τῶν ἐργασιῶν της. Ἡ παροῦσα σύμβασις ἐπέχει θέσιν οἱασδήποτε ἀναγκαίας ἀδείας ἡ ὁποία ἀπαιτεῖται εἰς κάθε περίπτωσιν διὰ τὴν εἰσαγωγὴν εἰς Ἑλλάδα τοιούτων μηχανημάτων, ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ λοιπῶν ὑλικῶν.

2. Τὰ μηχανήματα, ἐξοπλισμός, ἀνταλλακτικὰ καὶ ὑλικὰ οἱασδήποτε φύσεως, τὰ ἀναφερθέντα εἰς τὴν παράγραφον 1 ἀνωτέρω (ἐκτὸς καυσίμων καὶ λιπαντικῶν) συμπεριλαμβανομένων καὶ τῶν ὀχημάτων, σκαφῶν θαλάσσης, φορέων (PLATFORM) εἴτε αὐτοκινουμένων εἴτε ὄχι εἰς τὰ ὁποῖα ἔχουν στερεωθῆ μηχανήματα, ἐργαλεῖα, γερανοὶ ἢ οἱαδήποτε ἄλλα ἐξαρτήματα οἱασδήποτε φύσεως, ἀναγκαῖα διὰ τὰς ἐργασίας τῆς Ἑταιρείας, καθὼς ἐπίσης καὶ ἑλκυστῆρες καὶ τέλος τζίπς ἢ ἀντίστοιχα ὀχήματα παντὸς εἴδους εἰς ἀριθμὸν μὴ ὑπερβαίνοντα τὰ ἐξ κατὰ τὴν ἔναρξιν τῶν ἐργασιῶν καὶ μετέπειτα ἓν δι' ἕκαστον ἡμερολογιακὸν ἔτος, θὰ ἀπαλλάσσωνται δασμῶν εἰσαγωγῆς καὶ πάντων τῶν λοιπῶν φόρων, τελῶν, εἰσφορῶν καὶ τελῶν χαρτοσήμου.

3. Ἡ Ἑταιρεία θὰ εἶναι ἐλευθέρα νὰ ἐξαγάγῃ καθ' οἱονδήποτε χρόνον ὅλα τὰ μηχανήματα, ἐξοπλισμὸν καὶ ὑλικά, συμπεριλαμβανομένων καὶ τῶν ἀνταλλακτικῶν, καὶ τὰ οἱασδήποτε φύσεως σκάφη θαλάσσης καὶ φορεῖς (PLATFORMS) ἢ αὐτοκίνητα τὰ εἰσαχθέντα παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι συμφώνως πρὸς τὰς παραγράφους 1 καὶ 2 τοῦ ἄρθρου τούτου. ἐκτὸς ἐὰν αἱ διατάξεις τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως, θεσπίζουσι διαφορετρόπως καὶ αἱ τοιαῦται ἐξαγωγαὶ δὲν θὰ ὑπόκεινται εἰς οἱανδήποτε ἰδιαιτέραν ἐξουσιοδότησιν ἢ ἄδειαν, διὰ κάθε περίπτωσιν, οὔτε θὰ ὑπόκεινται εἰς καταβολὴν οἱωνδήποτε φόρων ἐξαγωγῆς δασμῶν ἢ ἄλλων φόρων, τελῶν, εἰσφορῶν ἢ τελῶν χαρτοσήμου.

4. Ἐν ᾗ περιπτώσει ἡ Ἑταιρεία πωλήσῃ ἢ ἄλλως διαθέσῃ τὰ ἀντικείμενα τὰ ὁποῖα εἰσήγαγε συμφώνως πρὸς τοὺς ὅρους τοῦ παρόντος ἄρθρου χωρὶς νὰ ἐπανεξαγάγῃ ταῦτα ἐξ Ἑλλάδος, θὰ εἶναι ὑποχρεωμένη νὰ καταβάλῃ τοὺς δασμοὺς εἰσαγωγῆς καὶ λοιποὺς φόρους, εἰσφοράς, τέλη καὶ τέλη χαρτοσήμου, συμφώνως τῇ ἐν ἰσχύϊ ἑκάστοτε Νομοθεσίᾳ τῇ δυναμένῃ νὰ ἐφαρμοσθῇ ἐν προκειμένῳ. Πάντως τοιαύτη εὐθύνη δὲν βαρύνει τὴν Ἑταιρείαν ἐὰν ἡ πώλησις ἔχῃ γίνει εἰς τὸ Ἑλληνικὸν Δημόσιον ἢ ἄλλην τινὰ Ἑταιρείαν ἢ ἐργολάβον οἱ ὁποῖοι θὰ ἀπελάμβανον τῶν ἰδίων προνομίων ὡς ἡ Ἑταιρεία, κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

Ἄρθρον 12.

Ἐγχώριος κατανάλωσις καὶ ἐξαγωγαί.

1. Τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία συνομολογοῦν ὅτι ὁ πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρούσης συμβάσεως εἶναι ὁ ἐφοδιασμὸς τῆς ἐγχωρίου ἀγορᾶς δι' ἐγχωρίων ὑδρογονανθράκων πρὸς κάλυψιν τῶν ἀναγκῶν αὐτῆς καὶ ἀπαλλαγὴν τῆς Ἐθνικῆς Οἰκονομίας ἐκ τῆς ἀνάγκης τῆς χρησιμοποιήσεως συναλλάγματος διὰ τὴν εἰσαγωγὴν ὑδρογονανθράκων ἐν Ἑλλάδι.

2. «Κατάλληλον ἀργὸν πετρέλαιον» ὡς εἰς τὸ παρὸν ὑπ' ἀριθ. 12 ἄρθρον χρησιμοποιεῖται, ἐννοεῖται ἀργὸν πετρέλαιον μὴ περιέχον ἀσυνήθη τεχνικὰ χαρακτηριστικά, ἢ σημαντικῶς διάφορον ὡς πρὸς τὸ εἰδικὸν αὐτοῦ βάρος ἢ ποιότητα, τοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων ἀπαιτουμένου ἀργοῦ, ἐξ ὧν λόγων αἱ δαπάναι λειτουργίας τοῦ ἐν λόγῳ Διϋλιστηρίου ἢ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων, πρὸς παραγωγὴν τῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἀπαιτουμένων τύπων προϊόντων, θὰ ὑφίσταντο σημαντικὴν αὔξησιν μὲ ἐπακόλουθον τὴν δημιουργίαν οἰκονομικῆς ταλαιπωρίας δι' αὐτὸ ἢ αὐτά, ἢ θὰ ἀπῃτεῖτο ἡ προσθήκη μειζόνων ἐγκαταστάσεων ἀπαιτουμένων διὰ τὴν κατεργασίαν τοῦ εἰρημένου ἀργοῦ.

3. Μετὰ τὴν ὑπὸ τῆς Ἑταιρείας ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα, ὡς τοῦτο ὁρίζεται ἐν τῷ ἄρθρῳ 5 παράγραφος 1 τῆς παρούσης συμβάσεως, παραγωγῆς ἀργοῦ πετρελαίου ἐν Ἑλλάδι ἡ Ἑταιρεία θὰ ὑποχρεοῦται ὅπως ἐφοδιάζῃ μὲ ἐγχώριον ἀργὸν πετρέλαιον, μέχρι τοῦ σημείου καθ' ὃ θὰ διαθέτῃ πρὸς τὸν σκοπὸν τοῦτον ἐπάρκειαν καταλλήλου ἐγχωρίου ἀργοῦ, τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ οἱαδήποτε ἄλλα Διϋλιστήρια ὑφιστάμενα καὶ λειτουργοῦντα ἐν Ἑλλάδι κατὰ τὸν χρόνον τῆς ὑπὸ τῆς Ἑταιρείας πρὸ τῆς ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως ἐγχωρίου ἀργοῦ, κατὰ τὴν ποσότητα ἀργοῦ, τῆς ὁποίας ἕκαστον τοιοῦτον Διϋλιστήριον θὰ ἔχῃ ἀνάγκην ἀπὸ καιροῦ εἰς καιρόν, διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων, τὰ ὁποῖα ἕκαστον τοιοῦτον Διϋλιστήριον ἔχει τὸ δικαίωμα ἢ τὴν ὑποχρέωσιν νὰ προμηθεύῃ δι' ἐσωτερικὴν κατανάλωσιν.

Ὁ ἐφοδιασμὸς τῶν τοιούτων Διϋλιστηρίων δι' ἀργοῦ πετρελαίου θὰ προγραμματίζεται εἰς ἐπαρκῶς προγενέστερον χρόνον, ἵνα ἐπιτραπῇ ἡ κατὰ κανονικὸν καὶ ἀποτελεσματικὸν τρόπον διεξαγωγὴ τῆς παραγωγῆς, τῆς παραδόσεως καὶ τῆς λειτουργίας τοῦ Διϋλιστηρίου. Ἡ ὑποχρέωσις περὶ ἐφοδιασμοῦ καὶ ἀποδοχῆς τοιούτου ἀργοῦ θὰ ὑπόκειται εἰς τὰς περὶ ἀνωτέρας βίας συνήθεις διατάξεις.

4. α) Ἡ Ἑταιρεία θὰ κέκτηται εἰς οἱανδήποτε στιγμὴν τὸ δικαίωμα ἐλευθέρας ἐξαγωγῆς καθ' οἱονδήποτε τρόπον καὶ μὲ οἱαδήποτε μέσα καὶ ὑφ' οἱουσδήποτε ὅρους ἤθελεν αὐτὴ καθορίσει, ἄνευ ἰδιαιτέρας ἀδείας ἀλλ' ὑπὸ τὴν συνήθη ἐμπορικὴν μεθοδολογίαν ἑκάστοτε, καὶ ἄνευ καταβολῆς τελῶν ἐξαγωγῆς ἢ ἑτέρων φόρων, τελῶν καὶ ἐπιβαρύνσεων, πάσης παραγωγῆς πέραν τῶν ποσοτήτων τὰς ὁποίας ἡ Ἑταιρεία ὑποχρεοῦται νὰ προμηθεύῃ κατὰ τὴν παράγραφον 3 τοῦ παρόντος ἄρθρου καὶ νὰ παρακρατῇ τὸ ἐκ τῶν τοιούτων ἐξαγωγῶν προϊὸν εἰς τὸ ἐξωτερικόν, ὡς ἐν ἄρθρῳ 13 λεπτομερῶς ἀναφέρεται. Ἀσκοῦσα τὸ δικαίωμα τοῦτο ἡ Ἑταιρεία θὰ προσπαθῇ νὰ ἐξάγῃ ποσότητας ἀργοῦ πετρελαίου ὑπ' αὐτῆς παραγομένου καθ' ὑπέρβασιν τῶν εἰς τὴν ἀνωτέρω παράγρ. 3 διατυπωθεισῶν, ὑπὸ τὴν προϋπόθεσιν ὅτι ἡ Ἑταιρεία θὰ διαθέτῃ καταλλήλους ἀγορὰς διὰ τοιαύτας ποσότητας.

Ὅταν ἡ Ἑταιρεία δὲν θὰ διαθέτῃ τοιαύτας ἀγοράς, θὰ ἀναγγέλλῃ τοῦτο ἐγγράφως πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὁπότε, τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ μεριμνᾷ διὰ τὴν ὑπ' αὐτοῦ ἢ τρίτων ἀγορὰν τοῦ πλεονάζοντος ἀργοῦ εἰς τὴν δεδηλωμένην τιμὴν (POSTED PRICE) ὑπὸ τὸν ὅρον ὅτι θὰ συμφωνηθοῦν μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, ἀμοιβαίως ἱκανοποιητικοὶ ὅροι καὶ συνθῆκαι περιλαμβανομένης τῆς διαρκείας τῶν τοιούτων ἀγοραστικῶν πράξεων, ἐντὸς ὅμως, τῶν ἐν παραγρ. 3 τοῦ ἄρθρου 6 περιοριστικῶν διατάξεων.

β) Εἰς περίπτωσιν καθ' ἣν ἡ Ἑταιρεία ἐξαγάγει ἐγχώριον ἀργὸν πετρέλαιον ἐπὶ ἐν ἡμερολογιακὸν τρίμηνον εἰς τιμὰς κατωτέρας τῶν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν λοιπῶν ἐγχωρίων Διϋλιστηρίων, περὶ ὧν ἡ παράγραφος 9(β) τοῦ παρόντος ἄρθρου, καταβαλλομένων τιμῶν, ἡ Ἑταιρεία θὰ διαθέτῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ἴσην ποσότητα ἐγχωρίου ἀργοῦ πετρελαίου μὲ τιμὴν ἀνταποκρινομένην πρὸς τὸν μέσον ὅρον τῶν καθαρῶν τιμῶν εἰς τὰς ὁποίας ἐπραγματοποιήθησαν ὑπὸ τῆς Ἑταιρείας τοιαῦται πωλήσεις κατὰ τὴν διάρκειαν τοῦ ἰδίου τριμήνου, ὑπὸ τὸν ὅρον (1) ὅτι τὸ Ἑλληνικὸν Δημόσιον θὰ διαθέτῃ τὸ τοιοῦτον ἀργὸν πρὸς ἓν ἢ πλείονα τῶν ἐγχωρίων Διϋλιστηρίων διὰ τὴν βιομηχανικὴν παραγωγὴν πετρελαιοειδῶν προϊόντων πρὸς πώλησιν εἰς τὴν ἐγχώριον ἀγοράν, καὶ (2) ὅτι ἡ ὑπὸ τὰς παρούσας διατάξεις χορηγουμένη πρὸς τὸ Ἑλληνικὸν Δημόσιον ποσότης ἀργοῦ θὰ λογίζεται εἰς τμηματικὴν ἐκπλήρωσιν καὶ οὐχὶ εἰς ἐπαύξησιν, τῶν ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθεισῶν ὑποχρεώσεων τῆς Ἑταιρείας ὅπως προμηθεύῃ ἀργὸν πετρέλαιον. Τὸ Ἑλληνικὸν Δημόσιον θὰ δύναται νὰ διαθέτῃ τὸ τοιοῦτον ἐγχώριον ἀργὸν πρὸς ἓν ἢ πλείονα τῶν ἐγχωρίων Διϋλιστηρίων ὑπὸ ὅρους καὶ συνθήκας τῆς ἐκλογῆς του. Μέχρι τοῦ σημείου καθ' ὃ τὸ Ἑλληνικὸν Δημόσιον θὰ μεταβιβάσῃ τὰ ἐπὶ τοῦ τοιούτου ἀργοῦ δικαιώματα αὐτοῦ εἰς ἓν ἢ πλείονα τῶν ἐγχωρίων Διϋλιστηρίων, αἱ ἀντίστοιχοι ὑποχρεώσεις τῆς Ἑταιρείας καὶ τῶν Διϋλιστηρίων, ὡς πρὸς τὴν διάθεσιν καὶ τὴν ἀγορὰν ἐγχωρίου ἀργοῦ θὰ μειοῦνται κατὰ περίπτω-

σιν, κατὰ τὴν ποσότητα τῆς οὕτω ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου εἰς ἕκαστον Διϋλιστήριον μεταβιβασθείσης ποσότητος ἀργοῦ.

5. Διὰ νὰ δυνηθῇ ἡ Ἑταιρεία νὰ συμμορφωθῇ πρὸς τὰς ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου καθορισθείσας ὑποχρεώσεις αὐτῆς πρὸς ἐφοδιασμὸν δι' ἐγχωρίου ἀργοῦ πετρελαίου τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ ἄλλων ἐν τῇ Χώρᾳ ὑφισταμένων Διϋλιστηρίων κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως ἀργοῦ πετρελαίου, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐξασφαλίσῃ ὅτι εἰς τὸ ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι παραγόμενον ἀργὸν πετρέλαιον, ὑπὸ τὸν ὅρον ὅτι τὸ τοιοῦτον ἀργὸν θὰ εἶναι κατάλληλον, ἐν τῇ ἐννοίᾳ τῆς παραγρ. 2 τοῦ ἄρθρου 12, θὰ δοθῇ προτεραιότης ἀγορᾶς αὐτοῦ ὑπὸ ὅλων τῶν ἐν λόγῳ Διϋλιστηρίων ἔναντι τοῦ ἐκ τοῦ ἐξωτερικοῦ εἰσαγομένου ἀργοῦ. Ὡς πρὸς τὸ ἐκ τοῦ ἐξωτερικοῦ εἰσαγόμενον ἀργὸν τὸ ὁποῖον τὸ ὑπὸ τῆς Ἑταιρείας παραγόμενον ἐγχώριον ἀργὸν θὰ ἐκτοπίσῃ ἡ Ἑταιρεία ἢ αἱ ὑπ' αὐτῆς συγγενεῖς Ἑταιρεῖαι, εἰς τὴν ὁποίαν ἢ εἰς τὰς ὁποίας, δυνάμει οἱωνδήποτε συμβάσεων, θέλει παραχωρηθῇ δικαίωμα εἰσαγωγῆς ἀργοῦ, θὰ συνεχίσουν μετὰ ταῦτα νὰ ἔχουν τὸ δικαίωμα νὰ ἐφοδιάζουν τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ ἄλλα ἐγχώρια Διϋλιστήρια μὲ εἰσαγόμενον ἀργὸν πετρέλαιον εἰς ποσότητα ἴσην πρὸς τὸ αὐτὸ τοὐλάχιστον ποσοστὸν ἐπὶ τοῦ συνόλου τῶν εἰσαγομένων ἐν Ἑλλάδι ποσοτήτων ἀργοῦ πετρελαίου, ὡς τὸ ἔπραττε κατὰ τὸν χρόνον τῆς πρώτης ἐμπορικῶς ἐκμεταλλευσίμου ἀνακαλύψεως. Ἡ Ἑταιρεία δὲν θὰ ὑποχρεοῦται νὰ παράγῃ καὶ διαθέτῃ ἐγχώριον ἀργὸν κατὰ τὰ ἐν παραγρ. 3 τοῦ παρόντος ἄρθρου ὁριζόμενα, καθ' ὑπέρβασιν τῶν ποσοτήτων ἡ ἀγορὰ τῶν ὁποίων προβλέπεται ἐν αὐτῷ.

6. Ἵνα ἐκπληρωθῇ κατὰ τὸν βραχύτατον δυνατὸν χρόνον ὁ εἰς τὴν παράγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερόμενος πρωταρχικὸς ἀντικειμενικὸς σκοπὸς τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ περαιτέρω:

α) Ὅτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ εἰς πάντα χρόνον κατὰ τὴν διάρκειαν τῶν ὑφισταμένων συμβολαίων προμηθείας ἀργοῦ καὶ πάσης παρατάσεως ἢ ὑποκαταστάσεως τῶν συμβολαίων τούτων θὰ καταβληθῇ πᾶσα δυνατὴ προσπάθεια ἐντὸς τῶν περιοριστικῶν ὅρων τῶν ἐν λόγῳ συμβολαίων, πρὸς ἐξασφάλισιν τῆς ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου κατὰ προτεραιότητα εἰς τὸν κατὰ τὸ δυνατὸν συντομώτερον χρόνον, ἀγορᾶς οἱουδήποτε ὑπὸ τῆς Ἑταιρείας παραγομένου καταλλήλου ἐγχωρίου ἀργοῦ πετρελαίου, μέχρι τῆς ὁλικῆς δυναμικότητος κατεργασίας τοῦ ἐν λόγῳ Διϋλιστηρίου.

β) Ὅτι, ἀπὸ καὶ μετὰ τὴν ἡμερομηνίαν ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως τὸ Ἑλληνικὸν Δημόσιον θὰ ἀσκήσῃ πᾶσαν προσπάθειαν ἵνα ἐξασφαλισθῇ εἰς ἣν ἔκτασιν αἱ ὑφιστάμεναι συμβατικαὶ ὑποχρεώσεις θὰ τὸ ἐπιτρέπουν ὅτι εἰς ὅλας τὰς νέας συμβατικὰς ὑποχρεώσεις διὰ τὴν προμήθειαν ἀργοῦ πετρελαίου καὶ προϊόντων, καὶ πάσας τὰς παρατάσεις, ἀνανεώσεις ἢ ὑποκαταστάσεις εἴτε τῶν σήμερον ὑφισταμένων ἢ τῶν μελλουσῶν συμβάσεων προμηθείας ἀργοῦ πετρελαίου καὶ προϊόντων, θὰ περιέχηται πᾶσα λογικὴ καὶ νόμιμος ἐντὸς τῶν ὁρίων τῆς ἐξουσίας τοῦ Ἑλληνικοῦ Δημοσίου διάταξις, ἵνα ἐπιτραπῇ ἡ ὑπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων χρησιμοποίησις τῶν ποσοτήτων ἐγχωρίου ἀργοῦ πετρελαίου, αἱ ὁποῖαι καθορίζονται εἰς τὴν παράγρ. 3 τοῦ παρόντος ἄρθρου εἰς τὸν συντομώτατον δυνατὸν χρόνον μετὰ τὴν ἔναρξιν τῆς εἰς ἐμπορικὴν κλίμακα ἐκμεταλλεύσεως τῆς παραγωγῆς ἀργοῦ πετρελαίου. Ἐν τούτοις, αἱ διατάξεις τῆς παραγρ. 6 (β) τοῦ παρόντος δὲν θὰ ἐφαρμόζωνται προκειμένου περὶ συμβάσεων προμηθείας προϊόντων, αἵτινες συνάπτονται διὰ χρονικὰ διαστήματα ἑνὸς ἔτους, εἴτε ὀλιγώτερον τοῦ ἑνὸς ἔτους καὶ αἵτινες ἔχουσιν ὑπογραφῇ πρὸ τῆς ἐνάρξεως παραγωγῆς ἀργοῦ πετρελαίου εἰς ἐμπορευσίμους ποσότητας.

γ) Ἐὰν παρὰ τὰς καταβαλλομένας ἁρίστας προσπαθείας τὸ Ἑλληνικὸν Δημόσιον ἐμποδισθῇ νὰ καλύψῃ τὸν εἰς τὰς παραγρ. 5 καὶ ἐδάφ. (α) καὶ (β) τοῦ παρόντος ἄρθρου προβλεφθέντα ἀντικειμενικὸν σκοπόν, τὸ Ἑλληνικὸν Δημόσιον θὰ εἶναι οὐχ ἧττον ὑποχρεωμένον νὰ ἐξασφαλίσῃ διὰ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν ἄλλων ἐγχωρίων Διϋλιστηρίων ἀγορὰν ποσότητος ὑπὸ τῆς Ἑταιρείας παραγομένου καταλλήλου ἀργοῦ ἴσης πρὸς (30ο)ο τριάκοντα τοῖς ἑκατὸν τοὐλάχιστον τῆς δυναμικότητος κατεργασίας τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου.

δ) Ἀνεξαρτήτως τῶν ὡς ἄνω εἰς τὴν παροῦσαν παράγρ. 6 ἀναφερομένων, ἡ Ἑταιρεία δὲν θὰ ἔχῃ οἱονδήποτε δικαίωμα, εἴτε ἐκ τοῦ Νόμου, εἴτε καθ' οἱονδήποτε τρόπον προκῦπτον ἐκ τῶν ὅρων τῆς παρούσης Συμβάσεως, ὅπως παρεμβαίνῃ, ἀντιτίθηται ἢ ζητῇ ἀπὸ τὸ Ἑλληνικὸν Δημόσιον τροποποίησιν ἢ καθ' οἱονδήποτε τρόπον μεταβολὴν τῶν ὅρων τῶν συμβάσεων τοῦ Δημοσίου τῶν σχετικῶν μὲ τὴν προμήθειαν ἀργοῦ πετρελαίου, ἢ πετρελαιοειδῶν προϊόντων, ἢ μὲ τὴν ἵδρυσιν Διϋλιστηρίων ἐν τῇ χώρᾳ, τῶν συναφθεισῶν μέχρι τῆς ἡμερομηνίας τῆς παρούσης συμβάσεως, ἢ τοιούτων συμβάσεων ἃς τὸ Ἑλληνικὸν Δημόσιον τυχὸν θὰ συνάψῃ εἰς τὸ μέλλον πρὸ τῆς ἡμερομηνίας καθ' ἣν ἡ Ἑταιρεία θὰ ἀναγγείλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον ὅτι ἀνεκάλυψε κατάλληλον ἀργὸν πετρέλαιον εἰς ἐμπορευσίμους ποσότητας, ἢ μετὰ τὴν τοιαύτην ἡμερομηνίαν καὶ ἐφ' ὅσον τὸ Ἑλληνικὸν Δημόσιον προβλέπει τὴν χρησιμοποίησιν ὑπὸ τῶν Ἑλληνικῶν Διϋλιστηρίων τῶν ποσοτήτων τοῦ τοιούτου ἀργοῦ πετρελαίου τοῦ παραχθέντος καὶ παραδοθέντος εἰς τὸ Ἑλληνικὸν Δημόσιον μέχρι τοῦ ἀνωτάτου ὁρίου τῶν ὑποχρεώσεων τῶν ὁριζομένων εἰς τὴν παροῦσαν παράγραφον 6.

7. Ἐφ' ὅσον ὑπάρξουν καὶ ἕτεροι παραγωγοὶ καταλλήλου ἀργοῦ ἐν Ἑλλάδι εἰς οἱονδήποτε χρόνον κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, τότε, ἡ ὑποχρέωσις τῆς Ἑταιρείας νὰ ἐφοδιάζῃ καὶ ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου ἡ ἀναφερομένη εἰς τὴν προτεραιότητα ἀγορᾶς τοῦ ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι παραγομένου καταλλήλου ἀργοῦ, θὰ περιορίζεται εἰς τὸ ποσοστὸν συμμετοχῆς τῆς παραγωγῆς τῆς Ἑταιρείας ἐν σχέσει πρὸς τὸ σύνολον τῆς παραγωγῆς καταλλήλου ἀργοῦ πετρελαίου ἐν Ἑλλάδι παρ' ὅλων τῶν παραγωγῶν.

8. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον δηλώσῃ πρὸς τὴν Ἑταιρείαν μετ' ἀποδεικτικῶν στοιχείων, ὅτι τὸ ὑπὸ τῆς Ἑταιρείας παραγόμενον ἀργὸν εἶναι ἀκατάλληλον πρὸς χρησιμοποίησιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον ἢ τὰ λοιπὰ πρὸ τῆς ἀνακαλύψεως Διϋλιστήρια, τότε ἡ ὑποχρέωσις τοῦ Ἑλληνικοῦ Δημοσίου νὰ ἐξασφαλίζῃ προτεραιότητα ἀγορᾶς ἐγχωρίου ἀργοῦ ὑπὸ τοῦ Ἑλληνικοῦ Κρατικοῦ Διϋλιστηρίου καὶ τῶν πρὸ τῆς ἀνακαλύψεως Διϋλιστηρίων καὶ ἡ ὑποχρέωσις τῆς Ἑταιρείας, ὅπως προμηθεύῃ εἰς τὰ ἐν λόγῳ Διϋλιστήρια ἐγχώριον ἀργόν, θὰ ἀποτελέσουν τὸ ἀντικείμενον ἀμοιβαίας ἱκανοποιητικῆς ρυθμίσεως διὰ τῆς ὁποίας θὰ καθίστατο δυνατὴ ἡ ἐπίτευξις τοῦ εἰς τὴν ὡς ἄνω παράγρ. 1 τεθέντος πρωταρχικοῦ ἀντικειμενικοῦ σκοποῦ. Ἐὰν δὲν καταστῇ δυνατὴ ἡ ἐπίτευξις τοιαύτης ἀμοιβαίως ἱκανοποιητικῆς ρυθμίσεως, τότε αἱ ὡς ἄνω ἀναφερόμεναι ἀντίστοιχοι ὑποχρεώσεις Ἑλληνικοῦ Δημοσίου καὶ Ἑταιρείας θὰ τερματισθοῦν, μέχρις ὅτου τοιοῦτον ἀργὸν ἢ ἄλλον ἀργὸν παραχθησόμενον ὑπὸ τῆς Ἑταιρείας ἐν Ἑλλάδι, καταστῇ κατάλληλον πρὸς χρῆσιν εἰς τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ Διϋλιστήρια, ὑπὸ τὸν ὅρον ὅμως, ὅτι τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ νὰ καλέσῃ τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ τὰ λοιπὰ ἐν Ἑλλάδι ὑπάρχοντα Διϋλιστήρια, ὅπως ἀγοράζουν τὸ τοιοῦτον ἀκατάλληλον ἀργὸν πετρέλαιον μέχρι τοῦ σημείου, κατὰ τὸ ὁποῖον θὰ δύναται νὰ χρησιμοποιηθῇ τοῦτο εἰς τὰ Διϋλιστήρια μὲ τὴν προϋπόθεσιν ὅτι τὴν προκειμένην περίπτωσιν ἡ λειτουργία τῶν εἰρημένων Διϋλιστηρίων νὰ μὴ καταληξῃ εἰς οἱανδήποτε ταλαιπωρίαν των. Ἐπιπροσθέτως, τὸ Ἑλληνικὸν Δημόσιον συμφωνεῖ ὅπως ἐπεκτείνῃ τὴν πληρεστέραν συνεργασίαν του ὑπὸ μορφὴν προωθήσεως τῆς χρησιμοποιήσεως τοῦ τοιούτου ἀκαταλλήλου ἀργοῦ πετρελαίου ὡς ὑποκαταστάτου καυσίμου βιομηχανιῶν ἐν Ἑλλάδι.

9. α) Πρὶν ἢ ἡ Ἑταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου, ἡ τιμὴ εἰς ἣν θὰ ὑποχρεοῦται τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ οἱονδήποτε ἕτερον ἐν Ἑλλάδι ὑπάρχον Διϋλιστήριον, νὰ ἀγοράζῃ ἀργὸν πετρέλαιον παραγόμενον παρὰ τῆς Ἑταιρείας ἐν Ἑλλάδι, θὰ καθορίζεται εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου τῆς Ἑταιρείας, ἡ δὲ τιμὴ

αὕτη θὰ εἶναι ὁ κατὰ τὴν διάρκειαν τοῦ ἐφαρμοστέου ἡμερολογιακοῦ μηνὸς ἀριθμητικὸς μέσος ὅρος τῆς δεδηλωμένης τιμῆς ἢ τιμῶν, ὡς αὗται παρουσιάζονται εἰς τὸ PLATTS OILGRAM ἢ ἄλλα παρόμοια δημοσιεύματα, τοῦ ἀργοῦ πετρελαίου εἰς Σιδῶνα καὶ Τρίπολιν, Λίβανον BANIAS, Συρίαν καὶ Λιβύην, ἀφοῦ γίνουν αἱ συνήθεις διορθώσεις δι' εἰδικὸν βάρος, ποιότητα καὶ γεωγραφικὴν θέσιν.

β) Ὅταν ἡ Ἑταιρεία καταστῇ ἐξαγωγεὺς ἀργοῦ πετρελαίου καὶ καθορίσῃ ἐν Ἑλλάδι δεδηλωμένην (POSTED) τιμὴν εἰς τοὺς ἀποθηκευτικοὺς χώρους τοῦ ἐργοταξίου της, ἡ τιμὴ εἰς ἣν τὸ Ἑλληνικὸν Κρατικὸν Διϋλιστήριον καὶ ἄλλα ἐν Ἑλλάδι ὑπάρχοντα Διϋλιστήρια ὑποχρεοῦνται νὰ ἀγοράζουν ἀργὸν πετρέλαιον, θὰ ἀποκαλῆται δεδηλωμένη (POSTED) τιμή. Εἰς τὴν τοιαύτην δεδηλωμένην τιμὴν θὰ λαμβάνωνται ὑπ' ὄψιν αἱ εἰς τὴν περιοχὴν τῆς Μεσογειακῆς ἀγορᾶς ἐπικρατοῦσαι κατὰ τὸν χρόνον ἐκεῖνον γενικαὶ συνθῆκαι, ἀφοῦ ληφθοῦν ὑπ' ὄψιν τὰ ποιοτικὰ χαρακτηριστικὰ καὶ ἡ τοποθεσία τοῦ ἐξαγομένου ἀργοῦ.

10. Αἱ πληρωμαὶ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν ποσῶν ὀφειλομένων διὰ προμηθευθέντας ὑδρογονάνθρακας θὰ γίνωνται ἐντὸς ἑξήκοντα ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς ὑπ' αὐτῆς παρουσιάσεως τοῦ σχετικοῦ λογαριασμοῦ. Ἐὰν ἡ Ἑταιρεία δὲν εἰσπράξῃ τὸ πληρωτέον ποσὸν ἐντὸς ἑξήκοντα ἡμερῶν ἀπὸ τῆς ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου λήψεως τοῦ σχετικοῦ λογαριασμοῦ, ἡ Ἑταιρεία δύναται, ἄνευ βλάβης οἱωνδήποτε νομίμων δικαιωμάτων της, νὰ συμψηφίζῃ τοιαῦτα ἀπαιτητὰ ποσὰ πρὸς ἄλλα ποσά, τὰ ὁποῖα θὰ ἐκαλεῖτο ἡ Ἑταιρεία ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἄλλως, ὅπως καταβάλῃ.

11. Ἐὰν ἡ Ἑταιρεία ἔχῃ εἰς τὴν ἰδιοκτησίαν της καὶ ἐκμεταλλεύεται ἐν Ἑλλάδι οἱουσδήποτε σωληναγωγοὺς διὰ τὴν μεταφορὰν ἀργοῦ πετρελαίου καὶ ἢ ἀγωγοὺς ἀερίων, τὸ Ἑλληνικὸν Δημόσιον δύναται νὰ ζητήσῃ ἀπὸ τὴν Ἑταιρείαν νὰ μεταφέρῃ τὸ ὑπ' αὐτοῦ ἀγορασθὲν ἐξ αὐτῆς ἀργὸν καὶ ἢ φυσικὸν ἀέριον, μέσῳ τῶν τοιούτων ἀγωγῶν ἀργοῦ καὶ ἢ ἀγωγῶν, ἀερίων, εἴτε μέχρι τοῦ ἀκραίου ἀποθηκευτικοῦ του χώρου, εἴτε μέχρις οἱουδήποτε σημείου κειμένου ἐπὶ τῆς πρὸς αὐτὸν ἀγούσης ὁδοῦ. Ἡ μεταφορὰ θὰ ἐκτελῆται ὑπὸ τῆς Ἑταιρείας εἰς τιμὴν κόστους πλέον 10 τοῖς ἑκατόν. Ἡ παροῦσα παράγραφος 11 δὲν θὰ ἑρμηνεύεται ὡς ὑποχρέωσις τῆς Ἑταιρείας νὰ κατασκευάσῃ οἱουσδήποτε σωληναγωγοὺς ἀργοῦ πετρελαίου ἢ ἀγωγοὺς ἀερίων ἢ οἱασδήποτε ἐγκαταστάσεις μεταφορᾶς ἐπὶ πλέον τῶν ὅσων θὰ ἔχῃ ἀνὰ πᾶσαν στιγμὴν εἰς τὴν ἰδιοκτησίαν της καὶ ἢ ὑπὸ ἐκμετάλλευσιν, οὔτε νὰ ἀνεγείρῃ οἱασδήποτε πρόσθετους ἐγκαταστάσεις σχετικὰς πρὸς τοιούτους σωληναγωγοὺς ἢ ἄλλας ἐγκαταστάσεις μεταφορᾶς, ἐκτὸς ἐὰν εἰς τὸ μέλλον ἐπέλθῃ ἀμοιβαίως ἱκανοποιητικὴ συμφωνία πρὸς τοῦτο μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας.

12. Πρὸς τὸν σκοπὸν τοῦ κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου καθορισμοῦ τῆς εἰς δρχ. τιμῆς τοῦ ἀργοῦ, αἱ ἐφαρμοστέαι τιμαὶ διεθνοῦς ἀγορᾶς καὶ αἱ δαπάναι μεταφορᾶς ἐφ' ὅσον διετυπώθησαν εἰς ἐξωτερικὸν συνάλλαγμα, θὰ μετατρέπωνται κατὰ τὰ ἐν παραγρ. 8 τοῦ ἄρθρου 13 ὁριζόμενα εἰς τὸ ἰσότιμόν των εἰς δρχ. μὲ τὸν μηνιαῖον μέσον ὅρον τῶν ἡμερησίων τιμῶν συναλλάγματος, εἰς τὰς ὁποίας ἡ Ἑταιρεία δικαιοῦται νὰ ἀγοράζῃ ξένον συνάλλαγμα μὲ δραχμὰς κατὰ τὴν διάρκειαν τοῦ ἀντιστοίχου ἡμερολογιακοῦ μηνός.

Ἄρθρον 13.

Συνάλλαγμα Ἐξωτερικοῦ.

1. Ἐφ' ὅσον ἡ Ἑταιρεία δὲν θὰ πραγματοποιῇ ἔσοδα ἐκ τῆς πωλήσεως ὑδρογονανθράκων κατὰ τὸ ἄρθρον 12, αἱ ἐργασίαι κατὰ τὴν παροῦσαν σύμβασιν, θὰ χρηματοδοτοῦνται ἀποκλειστικῶς ὑπὸ τῆς Ἑταιρείας διὰ τῶν εἰς ξένον συνάλλαγμα κεφαλαίων της καὶ κατὰ τὸν ἀκόλουθον τρόπον:

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

β) Δι' ἀπ' εὐθείας ἀγορὰς καὶ μισθώσεως εἰς τὸ ἐξωτερικὸν διὰ τοῦ ἰδίου αὐτῆς συναλλάγματος καὶ τῆς ἐλευθέρας καὶ ἀπεριορίστου εἰσαγωγῆς καὶ ἢ χρησιμοποιήσεως εἰς Ἑλλάδα μηχανημάτων, ὑλικῶν καὶ ἐφοδίων ὡς καὶ τῶν οἱασδήποτε φύσεως ὑπηρεσιῶν τῶν ἀπαιτουμένων ὑπὸ τῆς Ἑταιρείας καὶ διὰ τὰς ἐργασίας περὶ ὧν ἡ παροῦσα σύμβασις.

2. Ἅμα τῇ ἐνάρξει τῆς παραγωγῆς, ἡ Ἑταιρεία θὰ δικαιοῦται νὰ ἀντιμετωπίζῃ τὰς εἰς μετρητὰ ὑποχρεώσεις της διὰ τὰς ἐργασίας της ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν πληρωμῶν πρὸς τὸ Ἑλληνικὸν Δημόσιον, ὑπὸ μορφὴν στρεμματικοῦ φόρου, δικαιωμάτων καὶ φόρων ἐκ τῶν εἰς δρχ. ἐσόδων τῶν ἀποκτωμένων ὑπὸ τῆς Ἑταιρείας ἐκ τῶν κατὰ τὸ ἄρθρον 12 εἰς τὴν ἐγχώριον ἀγορὰν πωλήσεων.

Ὅταν τὰ εἰς δρχ. ἔσοδα τῆς Ἑταιρείας ὑπερβαίνουν τὰς εἰς δρχ. ἀνάγκας τῶν ἐργασιῶν εἰς μετρητά, ἡ Ἑταιρεία θὰ δικαιοῦται νὰ μεταφέρῃ εἰς τὸ ἐξωτερικὸν τὰ τοιαῦτα πλεονάσματα τὰ προερχόμενα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρονανθράκων. Αἱ μεταφοραὶ αὗται θὰ γίνωνται διὰ τῆς μετατροπῆς τῶν Ἑλληνικῶν δρχ. εἰς δολλ. Η.Π.Α. καὶ ἢ, κατόπιν συμφώνου γνώμης τῆς Τραπέζης τῆς Ἑλλάδος, εἰς ἕτερον συνάλλαγμα μετατρέψιμον εἰς δολλ. Η.Π.Α. Ἡ Ἑταιρεία ἐν τούτοις δικαιοῦται ὡσαύτως καὶ διαζευτικῶς νὰ κρατῇ ἐν Ἑλλάδι τὰ τοιαῦτα εἰς δρχ. πλεονάσματά της ἢ καὶ νὰ ἐπενδύῃ ταῦτα εἰς ἐντόκους καταθέσεις ἢ χρεώγραφα ἢ οἱανδήποτε ἑτέραν ἐπένδυσιν μὴ ἀπαγορευομένην εἰς ἀλλοδαποὺς κατὰ τοὺς ἐν Ἑλλάδι γενικῶς ἰσχύοντας Νόμους, μὴ ἐφαρμοζομένων εἰς τὰς περιπτώσεις ταύτας οἱωνδήποτε διατάξεων τῆς ἑκάστοτε ἰσχυούσης Νομοθεσίας περὶ δεσμεύσεως ἀπαιτήσεων προσώπων μονίμως ἐγκατεστημένων ἐν τῇ ἀλλοδαπῇ ἐκτελεστέων ἐν Ἑλλάδι ὡς καὶ αἱ περὶ δεσμεύσεως ὁμολογιῶν καὶ μετοχῶν ἢ ἑτέρων περιουσιακῶν στοιχείων. Ἐπενδύσεις εἰς μετοχὰς Ἑταιρειῶν θὰ ὑπόκεινται εἰς τὴν ἔγκρισιν τοῦ Ἑλληνικοῦ Δημοσίου, ἥτις ἔγκρισις ἐν τούτοις δὲν δύναται νὰ μὴ δοθῇ, εἰ μὴ ἐφ' ὅσον ἡ ἐπένδυσις αὕτη ἐμφανίζεται οἰκονομικῶς ἀδικαιολογήτως ἐπικίνδυνος.

α) Ἡ Ἑταιρεία θὰ δικαιοῦται ὡσαύτως νὰ παρακρατῇ εἰς τὸ ἐξωτερικὸν καὶ νὰ διαθέτῃ ἐλευθέρως τὸ εἰς συνάλλαγμα προϊὸν τὸ ἀπομένον μετὰ τὴν κάλυψιν τῶν εἰς δρχ. ἀναγκῶν διὰ τὰς ἐργασίας τῆς Ἑταιρείας εἰς μετρητά, περιλαμβανομένων εἰς ταύτας ἐνδεικτικῶς τοῦ προϊόντος ἐξ ἐκδόσεως μετοχῶν (STOCK) δανείων οἱασδήποτε 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 δρχ. μεταφερθέντων ἐξ Ἑλλάδος κατὰ τὰς διατάξεις τοῦ παρόντος ἄρθρου.

β) Ἀντιθέτως, ἐὰν τὰ εἰς δρχ. ἔσοδα ἐκ τῆς ἐγχωρίου πωλήσεως ὑδρονονανθράκων δὲν ἐπαρκοῦν διὰ τὴν κάλυψιν τῶν διὰ τὰς ἐργασίας της ἀναγκῶν εἰς δρχ. τότε ἡ Ἑταιρεία θὰ μετατρέπῃ εἰς δρχ. μέσῳ Τραπεζῶν ἢ προσώπων νομίμως ἐξουσιοδοτημένων ὅπως ἐνεργοῦν πράξεις εἰς δρχ. καὶ ξένον συνάλλαγμα προσώπων, δολλ. Η.Π.Α. ἢ ξένον συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α. εἰς ποσότητας ἐξαρκούσας πρὸς ἀντιμετώπισιν τῶν διὰ τὰς ἐργασίας της εἰς δρχ. ἀναγκῶν.

γ) Κατὰ παρέκκλισιν τῶν διατάξεων ὑπὸ στοιχεῖον β' ὡς ἄνω τῆς παρούσης παραγράφου 3, τὸ Ἑλληνικὸν Δημόσιον θὰ ἐπιτρέπῃ εἰς τὴν Ἑταιρείαν νὰ μεταφέρῃ εἰς Ἑλλάδα συνάλλαγμα μὴ ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α. ὑπὸ τὸν ὅρον ὅτι:

1. Τοιοῦτον συνάλλαγμα ἀπεκτήθη ἐκ πωλήσεων ὑδρογονανθράκων ἐξαχθέντων ἐξ Ἑλλάδος.

2. Ἡ Ἑταιρεία ἀδυνατεῖ νὰ διατηρήσῃ ἢ νὰ αὐξήσῃ τὸν ὄγκον τῶν ἐξαγωγῶν της ἐὰν αὕτη ἀπήτει πληρωμὴν εἰς δολλ. Η.Π.Α. ἢ ἄλλο συνάλλαγμα ἐλευθέρως μετατρέψιμον εἰς δολλ. Η.Π.Α.

3. Τὸ Ἑλληνικὸν Δημόσιον, κατὰ τὴν κρίσιν του, θεωρεῖ τὴν χρησιμοποίησιν τοιούτου συναλλάγματος οἰκονομικῶς δυ-

νατήν, βάσει τῶν ἰσχυουσῶν κατὰ τὸν χρόνον ἐκεῖνον διεθνῶν συμφωνιῶν ἐμπορίου καὶ πληρωμῶν.

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

5. Διὰ τὴν ἐφαρμογὴν τῆς παρούσης συμβάσεως πλεονάσματα εἰς δρχ. τῆς Ἑταιρείας ἐκ τῶν ἀναγκῶν της εἰς μετρητὰ διὰ τὰς ἐργασίας της εἰς δρχ. καὶ πλεονάσματα κεφαλαίων εἰς δρχ. θὰ ἑρμηνεύεται ὡς σημαίνοντα πᾶν ποσὸν δρχ. μὴ ἀναγκαῖον πρὸς κάλυψιν τῶν ληξιπροθέσμων καὶ πληρωτέων ὑποχρεώσεων τῆς Ἑταιρείας τῶν ἑπομένων τριάκοντα (30) ἡμερῶν εἰς δρχ. διὰ τὰς ἐγχωρίους ἀνάγκας τῆς ἐργασίας, στρεμματικῶν φόρων, φόρων, μισθωμάτων καὶ ὑπολοίπων εἰς δρχ. ὑποχρεώσεων.

6. Ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ εἰς διάθεσιν τῆς Ἑταιρείας μέσῳ Τραπεζῶν ἢ προσώπων ἐξουσιοδοτημένων δι' ἐνέργειαν πράξεων εἰς δρχ. καὶ ξένον συνάλλαγμα εἰς δολλ. Η.Π.Α. ἢ ἄλλων μετατρεψίμων εἰς δολλ. Η.Π.Α. νομισμάτων, τὸ ἀναγκαιοῦν εἰς τὴν Ἑταιρείαν ποσὸν διὰ τὴν μεταφορὰν τῶν εἰς δρχ. πλεονασμάτων. Τὸ τοιοῦτον ξένον συνάλλαγμα θὰ τίθεται εἰς τὴν διάθεσιν τῆς Ἑταιρείας ἀμέσως καὶ ἄνευ καθυστερήσεως ὁπόταν ζητεῖται ἐπὶ τῇ βεβαιώσει τῆς Ἑταιρείας ὅτι ἡ αἰτουμένη μετατροπὴ ἀποτελεῖ μεταφορὰν κεφαλαίων πέραν τῶν εἰς μετρητὰ ἀναγκῶν εἰς δρχ. τῶν ἑπομένων τριάκοντα (30) ἡμερῶν. Ἡ Ἑταιρεία πρὸς τούτοις ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ χορηγῇ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐξουσιοδοτημένους ἐκπροσώπους αὐτῆς (AGENTS) ἑβδομαδιαίως καὶ μηνιαίως καταστάσεις ἀναγκαίας εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ἢ τοὺς ἐκπροσώπους αὐτῆς (AGENTS) πρὸς ἐξακρίβωσιν ὅτι ἡ μεταφορὰ κεφαλαίων ἡ πραγματοποιηθεῖσαι ὑπὸ τῆς Ἑταιρείας κατὰ τὴν ἀντίστοιχον περίοδον, ἀποτελεῖ μεταφορὰς δρχ. πλεοναζουσῶν κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως.

7. Ἐὰν ἡ Ἑταιρεία ρευστοποιήσῃ ἐν Ἑλλάδι οἱονδήποτε κινητὸν ἢ ἀκίνητον περιουσιακὸν στοιχεῖον, εἴτε εἰσαχθὲν εἴτε ἀποκτηθὲν ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θὰ θέτῃ ἀμέσως καὶ ἄνευ καθυστερήσεως εἰς τὴν διάθεσιν τῆς Ἑταιρείας μέσῳ Τραπέζης ἢ μέσῳ ἐντεταλμένων πρακτόρων ἐξουσιοδοτημένων νὰ ἐνεργοῦν πράξεις εἰς δρχ. ἢ ξένον συνάλλαγμα, ποσὸν εἰς δολλ. Η.Π.Α. ἀντιστοιχοῦν εἰς τὸ ἀποκτηθὲν διὰ τῆς ρευστοποιήσεως ποσὸν δραχμῶν.

8. α. Πρὸς τὸν σκοπὸν τῆς διεκπεραιώσεως τῶν ἐργασιῶν της συμφώνως πρὸς τὴν παροῦσαν σύμβασιν ἡ Ἑταιρεία θὰ δικαιοῦται νὰ ἀγοράζῃ καὶ νὰ πωλῇ συνάλλαγμα μέσῳ οἱασδήποτε Τραπέζης ἢ Πράκτορος νομίμως ἐξουσιοδοτημένου νὰ ἐνεργῇ πράξεις εἰς δραχμὰς καὶ ξένον συνάλλαγμα καὶ εἰς τιμὴν συναλλάγματος οὐχὶ ὀλιγώτερον εὐνοϊκὴν τῆς ἰσχυούσης γενικῶς δι' ἑτέρας ἐπιχειρήσεις κατὰ τὴν ἡμέραν τῆς πράξεως. Ἡ τοιαύτη τιμὴ συναλλάγματος θὰ περιλαμβάνῃ πᾶν «πρίμ» συναλλάγματος, ἐπιβαρύνσεις διαφορὰν ἐπὶ ἔλαττον (AGIOS) φόρους συναλλάγματος καὶ μεσιτείας οἱασδήποτε φύσεως τυχὸν ἐπιτρεπομένας ἢ ἐπιβαλλομένας παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ ἀποτελούσας πραγματικὰς δαπάνας ἀγορᾶς ἢ πωλήσεως συναλλάγματος δι' ἐμπορικὰς ἐπιχειρήσεις.

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

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

9. Πρὸς τὸν σκοπὸν τῆς τηρήσεως τῶν βιβλίων καὶ λογαριασμῶν ἅτινα ἡ Ἑταιρεία τυχὸν τηρεῖ εἰς Ἑλληνικὸν νόμισμα, ἡ Ἑταιρεία διὰ τὰ λογιστικὰ βιβλία της μόνον θὰ μετατρέπῃ ἁπάσας τὰς δαπάνας της, ἐπιβαρύνσεις καὶ ὑποχρεώσεις της ὡς καὶ τὰ εἰς ξένον συνάλλαγμα ἔσοδά της τὰ προερχόμενα ἀπὸ πωλήσεις εἰς τὸ ἐξωτερικὸν καὶ ἄλλας πηγάς, εἰς τὴν εἰς δρχ. ἀντιστοιχίαν των καὶ εἰς τιμὴν ὡς καθορίζεται αὐτη ἐν τῇ προηγουμένῃ παραγράφῳ 8 τοῦ παρόντος ἄρθρου, εἰς ἣν ἡ Ἑταιρεία δικαιοῦται νὰ ἀγοράζῃ δρχ. διὰ ξένου συναλλάγματος τὴν ἡμέραν καθ' ἣν ἑκάστη πρᾶξις καταχωρεῖται νομίμως εἰς τὰ βιβλία τῆς Ἑταιρείας.

10. Ἐὰν καὶ ὁπόταν ἡ Τράπεζα τῆς Ἑλλάδος ἐγκαταλείψῃ τὴν πολιτικὴν καθορισμοῦ τιμῶν ἀγορᾶς καὶ πωλήσεως δολλ. Η.Π.Α. αἱ τιμαὶ συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται ἐν παρ. 12 τοῦ ἄρθρου 12 ὡς καὶ ἐν τῇ ὡς ἄνω παρ. 9 τοῦ παρόντος ἄρθρου θὰ πιστοποιοῦνται ὑπὸ ἀνεγνωρισμένης Ἑλληνικῆς ἢ ξένης Τραπέζης τῆς ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας. Αἱ ἐφαρμοστέαι τιμαὶ αἱ πιστοποιούμεναι ὑπὸ τῆς Τραπέζης ταύτης θὰ εἶναι αἱ τῆς ἀγορᾶς καὶ πωλήσεως συναλλάγματος διὰ δολλ. Η.Π.Α. ὡς καθορίζεται εἰς τὴν παρ. 8 τοῦ παρόντος ἄρθρου, αἱ νομίμως ἐπιτευκτέαι ἐν Ἀθήναις ἢ Νέᾳ Υόρκῃ κατὰ τὸ τέλος τῆς ἐργασίμου ἡμέρας διὰ τὴν ὁποίαν ζητεῖται τοιαύτη πιστοποίησις. Πιστοποιήσεις τιμῶν συναλλάγματος δι' ἄλλα ξένα νομίσματα θὰ χορηγοῦνται κατόπιν αἰτήσεως ἑκάστου τῶν συμβαλλομένων μερῶν, μέσῳ Ἑλληνικῶν ἢ ξένων Τραπεζῶν ἀμοιβαίως ἀποδεκτῶν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου παρὰ τῆς Ἑταιρείας.

Ἄρθρον 14.

Λοιπαὶ Ὑποχρεώσεις τῆς Ἑταιρείας.

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

2. Ἡ Ἑταιρεία θὰ ὑποβάλῃ εἰς διπλοῦν εἰς τὸ Ὑπουργεῖον Βιομηχανίας τριμηνιαίας καὶ ἐτησίας ἐκθέσεις καλυπτούσας ἁπάσας τὰς ἐργασίας της ἐρεύνης καὶ ἐκμεταλλεύσεως ἀρκούντως λεπτομερεῖς.

Ἐπεξηγηματικὸν ὑλικὸν ὡς λ.χ. πυρῆνες γεωτρήσεων, ἀπολιθώματα δείγματα πετρωμάτων, δείγματα ἀργοῦ πετρελαίου, καὶ ὕδατος κλπ. θὰ τηροῦνται ὑπὸ τῆς Ἑταιρείας εἰς τοὺς ἰδίους αὐτῆς χώρους συμφωνουμένου ὅτι ἁρμόδιοι ἐξουσιοδοτημένοι ἀντιπρόσωποι τοῦ Ἑλληνικοῦ Δημοσίου θὰ δικαιοῦνται νὰ ἐπιθεωροῦν τὸ ἐπεξηγηματικὸν τοῦτο ὑλικόν. Ἐὰν τὸ Ἑλληνικὸν Δημόσιον ἐπιθυμῇ νὰ λαμβάνῃ τοιοῦτον ἐπεξηγηματικὸν ὑλικὸν δι' ἰδίαν αὐτοῦ χρῆσιν, ἡ Ἑταιρεία θὰ συμμορφοῦται πρὸς τὸ αἴτημα τοῦτο ἐφ' ὅσον ἡ τοιαύτη συμμόρφωσις δὲν δημιουργεῖ περαιτέρω ἀσυνήθεις τοιαύτας δαπάνας διὰ τὴν Ἑταιρείαν καὶ δὲν καθυστερεῖ ἢ ἐμποδίζει τὰς ἐργασίας της καθ' οἱονδήποτε τρόπον.

3. Πρὸς τὸν σκοπὸν ἐξυπηρετήσεως 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 Ἑταιρεία ὑποχρεοῦται νὰ ὑποβάλῃ εἰς τὸ Ἑλληνικὸν Δημόσιον εἰς διπλοῦν πλήρη ἐπιστημονικὰ στοιχεῖα καὶ δεδομένα τὰ προκύπτοντα κατὰ τὴν διάρκειαν τῶν ἐργασιῶν της, περιλαμβανομένων τῶν πληροφοριῶν καὶ ἑρμηνειῶν ἀπὸ τὴν Ἑταιρείαν καὶ τοὺς ἐργολάβους ὑπὸ τὴν προϋπόθεσιν, ἐν τούτοις ὅτι ὅλαι αἱ ἀτομικαὶ πληροφορίαι τῆς Ἑταιρείας ὡς καὶ τῆς ADA OIL COMPANY καὶ τῶν ὑπ' αὐτῆς ἐλεγχομένων καὶ συνεργαζομένων Ἑταιρειῶν καὶ οἱαδήποτε συμπεράσματα κτώμενα ὑπὸ τῶν ὑπαλλήλων τῶν ἐν λόγῳ Ἑταιρειῶν ἐκ τῆς μελέτης τῶν πραγματικῶν στοιχείων, θὰ ἀνακοινοῦνται εἰς τὸ Ἑλληνικὸν Δημόσιον μόνον κατὰ τὴν κρίσιν τῆς Ἑταιρείας.

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

α) Διὰ τὴν σεισμικὴν ἔρευναν:

1. Πλήρης σειρὰ σεισμικῶν τομῶν χρόνου (SEISMIC TIME SECTIONS) δι' ὅλα τὰ μετρηθέντα σεισμικὰ προφὶλ (SEISMIC PROFILES).

2. Πλήρη στοιχεῖα τῶν μετρήσεων προσδιορισμοῦ ταχυτήτων διὰ τῆς μεθόδου διαθλάσεως (VELOCITY DETERMINATION BY REFRAKTION METHOD).

3. Πλήρης σειρὰ ὅλων τῶν συνταχθέντων, ἰδιαιτέρως δι' ἕκαστον συνεχῆ ὁρίζοντα χαρτῶν ἰσοχρόνων καμπυλῶν (MAPS OF ISOCHRONES FOR EACH CONTINUOUS OR PHANTOM HORIZON).

4. Τεχνικαὶ ἐκθέσεις περὶ τῶν ἐπὶ τόπου τῶν ἔργων χρησιμοποιηθεισῶν μεθόδων.

β) Διὰ τὴν γεωτρητικὴν ἔρευναν:

1. Ἑβδομαδιαῖον δελτίον προόδου γεωτρητικῆς ἐργασίας.

2. Στρωματογραφικαὶ καὶ λιθογραφικαὶ τομαὶ τῶν γεωτρήσεων STRATIGRAPHICAL AND LITHOLOGICAL LOG OF DRILL—HOLES).

3. Συνεχὴς σειρὰ δειγμάτων τῶν γεωτρήσεων (CUTTINGS).

γ) Διὰ τὰς ἐντὸς τῶν γεωτρήσεων μετρήσεις SCHLUMBERGER (THE DIFFERENT LOGGINGS).

Τὰ ἀντίγραφα τῶν ἐγγράφων (COPIES OF RECORDINGS) διὰ τὰς ἀκολούθους μετρήσεις ἐντὸς τῶν γεωτρήσεων (δι' ὅσας ἐξ αὐτῶν ἤθελον ἐκτελεσθῆ):

1. Ἐγγραφὴ ἠλεκτρικῆς εἰδικῆς ἀντιστάσεως, (ELECTRICAL RESISTIVITY LOGGING).

2. Ἐγγραφὴ ἠλεκτρικοῦ φυσικοῦ δυναμικοῦ (SELF—POTENTIAL LOGGING).

3. Ἐγγραφὴ ἀκτίνων γ καὶ νετρονίων (γ—RAY AND NEUTRON LOGGING).

4. Ἐγγραφὴ ταχύτητος σεισμικῶν κυμάτων (VELOCITY LOGGING).

5. Ἐγγραφὴ LATEROLOG—MICROLATEROLOG.

6. Ἐγγραφὴ κλίσεως καὶ παρατάξεως στρωμάτων (DIP-STRIKE LOGGING).

4. Ἡ Ἑταιρεία θὰ γνωστοποιῇ εἰς τὸ Ὑπουργεῖον Βιομηχανίας πᾶσαν τοποθεσίαν ἐπιλεγεῖσαν ὑπ' αὐτῆς δι' οἱαδήποτε φρέατα τὴν ἔναρξιν 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 τῆς Ἑταιρείας θὰ ὑποβάλλωνται ὑπὸ τῆς Ἑταιρείας εἰς τὸ Ὑπουργεῖον Βιομηχανίας ἐντὸς τριῶν μηνῶν ἀπὸ τοῦ τέλους ἑκάστης διαχειριστικῆς περιόδου.

Τὸ Ὑπουργεῖον Βιομηχανίας καὶ ἄλλαι ἐξουσιοδοτημέναι Ὑπηρεσίαι θὰ δικαιοῦνται νὰ ἐπιθεωροῦν κατὰ λογικὰ χρονικὰ διαστήματα μετὰ προηγουμένην εἰδοποίησιν τὰς ἐπισήμους καταστάσεις καὶ βιβλία τῆς Ἑταιρείας κατὰ τρόπον ὅμως μὴ παρακωλύοντα τὰς ἐργασίας τῆς Ἑταιρείας, 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 δικαιοῦνται νὰ ἐπισκέπτωνται καὶ παρακολουθοῦν τὰς ἐπιστημονικὰς καὶ τεχνικὰς ἐργασίας τῆς Ἑταιρείας πρὸς τὸν σκοπὸν ὅπως λαμβάνωσι γνῶσιν τῶν λεπτομερειῶν τῆς προόδου τούτων. Αἱ ἐπισκέψεις αὗται θὰ λαμβάνουν χώραν κατὰ τρόπον ὥστε νὰ μὴ παρακωλύωνται αἱ τρέχουσαι ἐργασίαι τῆς Ἑταιρείας.

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, ἔκθεσιν καὶ ὑλικὸν διαβιβαζόμενα ὑπὸ τῆς Ἑταιρείας ὡς ἐμπιστευτικά, ἐκτὸς ἐὰν ἡ Ἑταιρεία εἰδοποιήσῃ εἰδικῶς καὶ ἐγγράφως τὸ Ἑλληνικὸν Δημόσιον ἐν σχέσει πρὸς ὡρισμένην τινὰ πληροφορίαν ὅτι ἀπαλλάσσῃ τοῦτο τῆς ὑποχρεώσεως ταύτης.

8. Κατ' ἐξαίρεσιν τοῦ κανόνος τούτου, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα νὰ γνωστοποιῇ εἰς τρίτα πρόσωπα πρὸς τὸν σκοπὸν ἐπιστημονικῆς δημοσιεύσεώς των ἢ ἑτέρους σκοπούς, τὰ ἐπιστημονικὰ ἢ τεχνικὰ στοιχεῖα καὶ πληροφορίας παραχωρουμένας πρὸς τοῦτο ὑπὸ τῆς Ἑταιρείας τρία (3) ἔτη μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἑταιρείας ἐν σχέσει πρὸς ὡρισμένην ἐρευνητικὴν περιοχὴν ἢ παραχώρησιν εἰς ἣν ἀναφέρονται τὰ στοιχεῖα ταῦτα ἢ ἀμέσως μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως.

Ἡ Ἑταιρεία δὲν θὰ ἀρνῆται ἀναιτίως εἰς τὸ Ἑλληνικὸν Δημόσιον τὴν ἔγκρισίν της 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 τῆς Ἑταιρείας δοθεισῶν πληροφοριῶν ἐὰν κατὰ τὴν κρίσιν τῆς Ἑταιρείας τοῦτο δύναται νὰ γίνῃ ἄνευ ζημίας τῶν συμφερόντων αὐτῆς.

Ἄρθρον 15.

Κατάληψις ἐδάφους — Δουλεῖαι διόδου — Δικαιώματα χρησιμοποιήσεως ὑδάτων καὶ οἰκοδομικῶν ὑλικῶν.

1. Ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ παραλαμβάνῃ καὶ χρησιμοποιῇ ἄνευ ἀποζημιώσεως τινὸς καὶ κατόπιν ἐγκρίσεως τοῦ Ἑλληνικοῦ Δημοσίου ἐδάφη ὡς καὶ ὑπόγεια καὶ ἐπιφανειακὰ 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 χῶροι ἀνήκωσιν εἰς ἰδιώτας ἢ ἕτερα νομικὰ πρόσωπα ἡ κατάληψις τούτων θὰ πραγματοποιῆται βάσει τῶν κειμένων νόμων.

2. Ἐπιφυλασσομένων τῶν ἀνωτέρω, αἱ τυχὸν ἀναγκαιοῦσαι διὰ τὰς ἐρεύνας καὶ ἐκμετάλλευσιν ἀπαλλοτριώσεις ξένων ἰδιοκτησιῶν περιλαμβανομένων καὶ γαιῶν περικλειουσῶν ὑπόγεια ὕδατα, ἐπιφανειακὰ ὕδατα ἢ πηγάς, θὰ ἐνεργοῦνται ὑπὲρ τοῦ Δημοσίου μερίμνῃ καὶ δαπάναις τῆς Ἑταιρείας.

Αἱ περὶ προστασίας τῆς ἰδιοκτησίας ὡς καὶ περὶ ἀπαλλοτριώσεων ὑπὲρ τῶν ἀναγκῶν ἐκμεταλλεύσεως μεταλλείων διατάξεις τοῦ μεταλλευτικοῦ Κώδικος ὡς καὶ αἱ λοιπαὶ διατάξεις τῶν περὶ μεταλλείων Νόμων καὶ ἑτέρων δυναμένων νὰ τύχουν ἐφαρμογῆς γενικῶν ἢ εἰδικῶν Νόμων ἐφαρμόζονται ἐν προκειμένῳ ἀναλόγως, ἐφ' ὅσον δὲν ἀντίκεινται εἰς τὰ ὑπὸ τῆς παρούσης συμβάσεως ὁριζόμενα 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 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 κατασκευήν, χρῆσιν, συντήρησιν ἢ ἐπισκευὴν τῶν σωληνώσεων τούτων. Ἐφ' ὅσον ἐκ τῆς ἀσκήσεως τῶν ὡς ἄνω δικαιωμάτων τῆς Ἑταιρείας βλάπτεται ἡ ἰδιοκτησία ἢ τὰ δικαιώματα Δήμων, Κοινοτήτων, ἰδιωτῶν, φυσικῶν ἢ νομικῶν προσώπων ἐξαιρέσει τῆς ἰδιοκτησίας καὶ τῶν δικαιωμάτων τοῦ Ἑλληνικοῦ Δημοσίου, καταβάλλεται αὐτοῖς παρὰ τῆς Ἑταιρείας ἀποζημίωσις καθοριζομένη κατὰ τὰς περὶ ἀναγκαστικῆς ἀπαλλοτριώσεως διὰ τὴν ἐκμετάλλευσιν μεταλλείων, ἑκάστοτε ἰσχυούσας διατάξεις.

Δι' ἀναγκαστικῆς ἀπαλλοτριώσεως δύνανται νὰ συνιστῶνται κατὰ τὰς ἰσχυούσας διατάξεις δουλεῖαι ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου πρὸς χρῆσιν τῆς Ἑταιρείας τῆς σχετικῆς ἀποζημιώσεως καταβαλλομένης ὑπὸ ταύτης.

Ἡ Ἑταιρεία δικαιοῦται 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 ἑτέρου δυναμένου νὰ τύχῃ ἐφαρμογῆς Νόμου χώρων καὶ ζωνῶν λιμένων, προκυμαιῶν καὶ ὅρμων ἀναγκαιούντων διὰ τὴν ἀπρόσκοπτον φορτοεκφόρτωσιν ὑλικῶν καὶ ὑδρογονανθράκων

καὶ τὴν σχετικὴν ἀποθήκευσιν τούτων ὡς καὶ τὴν δημιουργίαν τῶν ἀναγκαίων πρὸς τοῦτο ἐγκαταστάσεων τόσον ἐπὶ τῶν προβλητῶν, προκυμαιῶν καὶ ὅρμων ὅσον καὶ ἐντὸς τῆς θαλάσσης, κατόπιν ἀδείας τοῦ Ἀρχηγείου Ναυτικοῦ, τὴν ὁποίαν δὲν θὰ δύναται νὰ ἀρνηθῇ ἄνευ σοβαρῶν λόγων.

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

Ἄρθρον 16.

Χρησιμοποίησις ἐργολάβων.

1. Διὰ τὴν διεξαγωγὴν ἐργασιῶν τῆς Ἑταιρείας συμφώνως πρὸς τὴν παροῦσαν σύμβασιν περιλαμβανομένων καὶ τῶν γεωφυσικῶν ἐρευνῶν καὶ πασῶν ἐν γένει γεωτρήσεων, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ χρησιμοποιῇ ἐργολάβους καὶ ὑπεργολάβους.

2. Τὸ πλῆρες κείμενον ὅλων τῶν συμβάσεων τῶν συνομολογουμένων μετὰ τῶν ἐργολάβων καὶ ὑπεργολάβων, ὡς ἐν προηγουμένῃ παραγράφῳ 1, θὰ ἀνακοινοῦται ὑπὸ τῆς Ἑταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον.

3. Αἱ διατάξεις τῶν ἄρθρων 11 καὶ 17 τῆς παρούσης συμβάσεως θὰ ἐφαρμόζωνται ἐπὶ τῆς Ἑταιρείας καὶ ἐπὶ τῶν ἐργολάβων καὶ ὑπεργολάβων καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτῶν.

Αἱ διατάξεις τοῦ ἄρθρου 13 τοῦ παρόντος θὰ ἐφαρμόζωνται μόνον ἐπὶ τῆς Ἑταιρείας καὶ ἐπὶ ἀλλοδαπῶν ἐργολάβων καὶ ὑπεργολάβων.

4. Αἱ ἀμοιβαὶ αἱ καταβαλλόμεναι εἰς τοὺς ἐργολάβους ὑπὸ τῆς Ἑταιρείας κατὰ τὴν διάρκειαν οἱασδήποτε διαχειριστικῆς περιόδου θὰ θεωροῦνται ὡς ἐπενδύσεις τῆς Ἑταιρείας συμφώνως πρὸς τὰ ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως ὁριζόμενα.

5. Ἡ ἐκτελεσθεῖσα ὑπὸ τῶν ἐργολάβων καὶ ὑπεργολάβων τῆς Ἑταιρείας ἐργασία θὰ θεωρῆται ὡς ἐργασία ἐκτελεσθεῖσα ὑπὸ τῆς Ἑταιρείας κατὰ τὴν ἔννοιαν τῶν ἄρθρων 4 καὶ 6 τῆς παρούσης συμβάσεως. Ἡ Ἑταιρεία ὑπέχει οὐχ ἧττον καὶ εἰς τὴν περίπτωσιν ταύτην ἁπάσας τὰς ἐκ τῆς παρούσης συμβάσεως εὐθύνας.

Ἄρθρον 17.

Ἀπασχόλησις Ἑλληνικοῦ καὶ ξένου προσωπικοῦ.

1. Ἡ Ἑταιρεία 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 ἀλλοδαπῶν, οἷον ἤθελεν κρίνει ἀναγκαῖον διὰ τὴν ἐκτέλεσιν τῶν ἐργασιῶν της.

2. Ἐπὶ τῇ αἰτήσει τῆς Ἑταιρείας τὸ Ἑλληνικὸν Δημόσιον ὑποχρεοῦται νὰ ἐγκρίνῃ τὴν ἔκδοσιν ἀδειῶν εἰσόδου, διαμονῆς, ἐργασίας καὶ ταξιδίων ἐν Ἑλλάδι διὰ τὸ ὡς ἄνω παρ. 1 ἀλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας ἐφ' ὅσον δὲν συντρέχουσι λόγοι ἀντίθετοι ἀναφερόμενοι εἰς τὴν δημοσίαν ἀσφάλειαν. Ἡ μὴ ἔγκρισις τῶν κατὰ τὰ ἀνωτέρω ἀδειῶν θὰ ἀνακοινοῦται ἐγκαίρως εἰς τὴν ἐν Ἑλλάδι διεύθυνσιν τῆς Ἑταιρείας.

3. Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας θὰ ὑπόκειται εἰς τὴν πληρωμὴν τοῦ Ἑλληνικοῦ φόρου εἰσοδήματος μετὰ μόνιμον διαμονὴν 6 μηνῶν ἐν Ἑλλάδι, μόνον διὰ τὸ μέρος τοῦ μισθοῦ τοῦ καταβαλλομένου παρὰ τῆς Ἑταιρείας δι' ἐργασίαν προσφερθεῖσαν ἐν Ἑλλάδι. Ὁ φορολογητέος μισθὸς εἴτε καταβληθείς ἐν Ἑλλάδι εἰς δρχ. εἴτε εἰς τὸ ἐξωτερικὸν εἰς ξένον συνάλλαγμα θὰ εἶναι ἐκεῖνος ὁ ὁποῖος θὰ φέρεται ὡς δαπάνη εἰς τὰ βιβλία τῆς Ἑταιρείας.

Ἐπὶ πλέον οἱ ὑπάλληλοι οὗτοι θὰ δικαιοῦνται τῶν προνομίων τοῦ Ν. 1413)1950 κυρώσαντος τὴν σύμβασιν μεταξὺ Η.Π.Α. καὶ τοῦ Βασιλείου τῆς Ἑλλάδος περὶ ἀποφυγῆς διπλῆς φορολογίας. Ἡ κατὰ τὰ ἀνωτέρω διαμονὴ τοῦ ἀλλοδαποῦ ὑπαλλήλου ἐν Ἑλλάδι θὰ ἄρχεται ἀπὸ τῆς ἡμερομηνίας χορηγήσεως κανονικῆς ἀδείας διαμονῆς καὶ ἐργασίας.

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

Τὸ ἀλλοδαπὸν προσωπικὸν τῆς Ἑταιρείας θὰ καταβάλῃ ἅπαντας τοὺς ἄλλους Ἑλληνικοὺς φόρους συμφώνως πρὸς τὴν ἰσχύουσαν ἑκάστοτε νομοθεσίαν.

4. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ ἀπασχολῇ Ἕλληνας ὑπηκόους διὰ πᾶσαν ἐργασίαν ἣ θέσιν εἰς τὴν ὁποίαν δὲν ἀπαιτεῖται εἰδικὴ τεχνικὴ ἢ διοικητικὴ γνῶσις ἢ πεῖρα.

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

5. Ἐν σχέσει πρὸς τὰ τυχὸν 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 τοῦ παρόντος. Ἐπίσης ἡ Ἑταιρεία κατὰ τὰς ἐργασίας γεωτρήσεως ὀφείλει νὰ συμμορφοῦται πρὸς τὰς διατάξεις τοῦ ἐν Ἑλλάδι ἰσχύοντος Κανονισμοῦ Μεταλλευτικῶν Ἐργασιῶν.

6. Ἡ Ἑταιρεία θὰ ὑποχρεοῦται ἅμα τῇ ἐνάρξει τοῦ ἔτους τοῦ ἑπομένου τῆς πρώτης ἀνακαλύψεως ὑδρογονανθράκων συμφώνως τῷ ἄρθρῳ 5 παρ. 1 καὶ 2, νὰ δέχεται πρὸς ἐκπαίδευσιν καθ' ἕκαστον ἔτος δύο ὑποψηφίους ὁ εἷς ὑπὸ τῶν γεωλογικῶν καὶ ὁ ἕτερος ὑπὸ τῶν τεχνικῶν ὑπηρεσιῶν τοῦ Ἑλληνικοῦ Δημοσίου νοουμένου ὅτι:

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

β) Τὸ πρόγραμμα ἐκπαιδεύσεως θὰ ἀναφέρηται εἰδικῶς εἰς πρακτικὰς ἐργασίας αἱ δὲ λεπτομέρειαι των θὰ καθορίζωνται ἑκάστοτε ὑπὸ τῆς Ἑταιρείας ἐπὶ τῇ βάσει γενικῶν ὁδηγιῶν τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὸν σκοπὸν ὅπως παρέχεται ἡ δυνατότης εἰς τὸν μαθητευόμενον τῆς ἀποκτήσεως πρακτικῆς πείρας τῶν διαφόρων φάσεων τῆς ἐρεύνης καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων.

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

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

Ἄρθρον 18.

Λογιστικὰ Βιβλία.

Τὰ λογιστικὰ βιβλία τῆς ἐπιχειρήσεως ἐν Ἑλλάδι θὰ τηροῦνται ὑπὸ τῆς Ἑταιρείας εἰς τὴν Ἑλληνικὴν καὶ ἐφ' ὅσον τὸ ἐπιθυμεῖ ἡ Ἑταιρεία καὶ εἰς τὴν Ἀγγλικὴν συμφώνως πρὸς τὰς γενικῶς παραδεδεγμένας λογιστικὰς ἀρχὰς καὶ κανόνας καὶ τοῦ ἑκάστοτε ἐν Ἑλλάδι ἰσχύοντος Κώδικος Φορολογικῶν Στοιχείων.

Ἐπιτρέπεται ἐπίσης εἰς τὴν Ἑταιρείαν ὅπως ἐκφράζῃ τὰ ἐκ τοῦ ἐξωτερικοῦ εἰσαχθησόμενα κεφάλαια καὶ τὰς δαπάνας της εἰς δολλ. Η.Π.Α. καὶ ὅπως τηρῇ τὰ λογιστικὰ βιβλία αὐτῆς καὶ καταρτίζῃ τοὺς ἰσολογισμοὺς εἰς τὸ αὐτὸ νόμισμα.

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

Ἄρθρον 19.

Ἐλευθερία Διοικήσεως καὶ Διαχειρίσεως.

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

Ἡ Ἑταιρεία θὰ κέκτηται πλήρη ἐλευθερίαν νὰ κανονίζῃ καὶ κατευθύνῃ κατὰ τὴν ἀπόλυτον αὐτῆς κρίσιν τὴν πολιτικὴν τῆς ἐπενδύσεως ὡς καὶ τὰ προγράμματά της, οἰκονομικὰ καὶ ἐργασιῶν, πλὴν τυχὸν 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 ἁρμοδίων ὀργάνων ἐλέγχου του ἐπιθεωρεῖ τὰς ἐργασίας, ἐγκαταστάσεις, βιβλία, ὡς καὶ τὰς καταστάσεις ἐργασιῶν τῆς Ἑταιρείας ἐν Ἑλλάδι ἀποκλειστικῶς πρὸς τὸν σκοπὸν τῆς ἐξακριβώσεως τῶν εἰς ταύτας ἀναφερομένων δαπανῶν.

Ἄρθρον 20.

Ἐπιστροφή.

1. Ὁποτεδήποτε κατὰ τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ ἐπιστρέψῃ οἰκειοθελῶς εἰς τὸ Ἑλληνικὸν Δημόσιον ὅλας ἢ οἱονδήποτε τμῆμα μιᾶς ἢ ἁπασῶν τῶν ἐρευνητικῶν ἐκτάσεων τῶν κατεχομένων κατὰ τὴν στιγμὴν ἐκείνην παρὰ τῆς Ἑταιρείας μὲ τὸν περιορισμὸν ἐν τούτοις ὅτι ἐὰν ἐπιστραφῇ τμῆμα μόνον ἐρευνητικῆς ἐκτάσεως τὸ τμῆμα τοῦτο δὲν θὰ εἶναι ἔλασσον τῶν πεντήκοντα (50) τετραγωνικῶν χιλιομέτρων.

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

3. Ἀπὸ τῆς ἡμερομηνίας καθ' ἣν θὰ πραγματοποιηθῇ οἱαδήποτε ἐκουσία ἐπιστροφὴ κατὰ τὰς παρ. 1 καὶ 2 ἀνωτέρω, ἅπαντα τὰ δικαιώματα καὶ αἱ ὑποχρεώσεις τῆς Ἑταιρείας, τὰ ἀναφερόμενα εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν ἢ τμῆμα αὐτῆς ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, θὰ λήγουν, ἐφ' ὅσον ἡ Ἑταιρεία θὰ ἔχῃ ἐκπληρώσει ἁπάσας τὰς ὑποχρεώσεις της, τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν (ἢ τμῆμα αὐτῆς) ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, τὰς ληξιπροθέσμους μέχρι τῆς ἡμέρας τῆς ἐπιστροφῆς καὶ τὰς ὑποχρεώσεις τῆς ἐπενδύσεως τὰς ἀναφερομένας εἰς τὴν ἐπιστραφεῖσαν ἐρευνητικὴν ἔκτασιν ἢ εἰς τὴν ἐπιστραφεῖσαν παραχώρησιν πρὸς ἐκμετάλλευσιν, ὡς αὗται καθορίζονται ἐν ἄρθρῳ 3 τῆς παρούσης συμβάσεως, μέχρι πέρατος οἱασδήποτε τῶν περιόδων ἐτῶν τῶν ἀναφερομένων ἐν τῷ ἄρθρῳ τούτῳ (3) καθ' ἣν λαμβάνει χώραν ἡ τοιαύτη ἐπιστροφή.

Ἄρθρον 21.

Πρόστιμα καὶ Ἔκπτωσις. Λύσις τῆς Συμβάσεως διὰ τῆς Λήξεως.

Πρόστιμα :

1. Τὸ Ἑλληνικὸν Δημόσιον δύναται, ὁποτεδήποτε κατὰ τὴν διάρκειαν τῆς παρούσης συμβάσεως, ἐκτὸς ἐὰν προβλέπεται εἰς τὴν παροῦσαν σύμβασιν κατόπιν ἐγγράφου προειδοποιήσεως τριάκοντα ἡμερῶν νὰ ἐπιβάλῃ ὡς ποινὴν διὰ τὴν παράβασιν τῶν ὅρων αὐτῆς ἢ διὰ μὴ συμμόρφωσιν τῆς Ἑταιρείας πρὸς τὰς ἐξ αὐτῆς ὑποχρεώσεις της, πρόστιμα εἰς τὴν Ἑταιρείαν δυνάμενα νὰ ἀνέλθουν ἀπὸ δολλ. 1.000 μέχρι 5.000 δολλ. Η.Π.Α. δι' ἑκάστην παράβασιν, ὑπὸ τὴν ἐπιφύλαξιν πάντως ὅτι εἰς περίπτωσιν ἐπαναλήψεως, κατόπιν γραπτῆς εἰδοποιήσεως τῆς Ἑταιρείας ὑπὸ τοῦ Δημοσίου, τῆς αὐτῆς παραβάσεως, τὸ πρόστιμον διὰ τὴν τοιαύτην ἐπαναλαμβανομένην παράβασιν θὰ δύναται νὰ ἀνέλθῃ μέχρι τοῦ ποσοῦ τῶν δολλ. Η.Π.Α. 10.000 καὶ ὑπὸ τὴν περαιτέρω ἐπιφύλαξιν, ὅτι εἰς τὰς ρητῶς κατωτέρω ἀναφερομένας περιπτώσεις α' ἕως στ' τὸ πρόστιμον θὰ δύναται νὰ ἀνέλθῃ μέχρι δολλ. Η.Π.Α. 300.000.

Αἱ τοιαῦται περιοριστικῶς ἀναφερόμεναι περιπτώσεις εἶναι αἱ ἀκόλουθοι :

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

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

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

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

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

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

2. Ἡ κατὰ τὴν παράγραφον 1 ἐπιβολὴ προστίμου θὰ γνωστοποιῆται πάραυτα ἐγγράφως εἰς τὴν Ἑταιρείαν καὶ τὸ πρόστιμον θὰ καταβάληται ὑπ' αὐτῆς ἐντὸς 30ημέρου ἀπὸ τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον ἡ Ἑταιρεία δὲν ἔχει προβῆ εἰς ἐνεργείας πρὸς θεραπείαν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεώς της, ἐντὸς τῆς ἐν λόγῳ προθεσμίας τῶν τριάκοντα ἡμερῶν καὶ δὲν συνεχίζει ταύτας ἄνευ καθυστερήσεων καὶ διακοπῶν πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως ἢ δὲν προσέφυγεν ἐντὸς τοῦ αὐτοῦ χρόνου εἰς διαιτησίαν βάσει τοῦ ἄρθρου 26, πλὴν τῆς περιπτώσεως παραβάσεως περὶ ἧς τὸ ἐδάφιον (γ) τῆς παραγράφου 1 τοῦ παρόντος ἄρθρου. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλῃ τὴν ἰσχὺν τοῦ προστίμου κατὰ τὴν διάρκειαν τῆς διαιτητικῆς διαδικασίας.

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

Ἔκπτωσις:

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

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

β) Μὴ συμμόρφωσις πρὸς ὁριστικὰς ἀποφάσεις ἐκδοθησομένας ὑπὸ διαιτητικοῦ δικαστηρίου προβλεπομένου ἐν ἄρθρῳ 26.

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

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

4. Ἡ ἔκπτωσις, ὡς προβλέπεται ἐν παραγράφῳ 3 ἀνωτέρω, δυνατὸν νὰ ἀφορᾷ εἴτε εἰς ἅπαντα τὰ ἀπορρέοντα ἐκ τῆς παρούσης συμβάσεως δικαιώματα τῆς Ἑταιρείας εἴτε μόνον εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις κατεχομένας κατὰ τὸν χρόνον ἐκεῖνον ὑπὸ τῆς Ἑταιρείας ἀναλόγως τοῦ ἂν ἡ μὴ συμμόρφωσις ἢ παράβασις τῆς Ἑταιρείας ἀναφέρεται εἰς ὁλόκληρον τὴν σύμβασιν ἢ εἰς εἰδικὰς ἐρευνητικὰς περιοχὰς ἢ παραχωρήσεις. Ἐν περιπτώσει ὁλικῆς ἐκπτώσεως ἡ σύμβασις θὰ λήγῃ ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς τοιαύτης ἐκπτώσεως.

5. Ἡ ἀπόφασις τοῦ Ἑλληνικοῦ Δημοσίου, ἡ κηρύσσουσα, ὅτι ἡ Ἑταιρεία θὰ ἐκπέσῃ ἓκ τινος ἢ πάντων τῶν ἐκ τῆς συμβάσεως δικαιωμάτων της θὰ γνωστοποιῆται πάραυτα εἰς τὴν Ἑταιρείαν καὶ ἡ ἔκπτωσις θὰ ἰσχύῃ μετὰ 90οντα ἡμέρας ἀπὸ τῆς γνωστοποιήσεως, ὑπὸ τὸν ὅρον ὅμως ὅτι ἡ Ἑταιρεία δὲν ἤρξατο ἐνεργειῶν καὶ δὲν συνεχίζει ταύτας ἄνευ καθυστερήσεων καὶ ἄνευ διακοπῆς πρὸς τὸν σκοπὸν τῆς ἄρσεως τῆς μὴ συμμορφώσεως ἢ παραλείψεως ἐντὸς τῆς εἰρη-

μένης προθεσμίας τῶν 90 ἡμερῶν, ἢ δὲν κατέφυγεν εἰς διαιτησίαν δυνάμει τοῦ ἄρθρου 26 ἐντὸς τῆς εἰρημένης περιόδου, ἐξαιρουμένης τῆς περιπτώσεως μὴ συμμορφώσεως πρὸς τὰ καθορισθέντα ὑπὸ τῆς διαιτησίας χρονικὰ ὅρια τῆς προβλεπομένης ὑπὸ τοῦ ἐδαφίου (β) τῆς παραγρ. 3 τοῦ παρόντος ἄρθρου 21. Πᾶσα τοιαύτη προσφυγὴ εἰς διαιτησίαν θὰ ἀναστέλλῃ τὴν ἰσχὺν τῆς ἐκπτώσεως κατὰ τὴν διάρκειαν τῆς διαδικασίας διαιτησίας.

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

6. Διὰ ἐπιστολὴν παντὸς προστίμου ὑπὸ τοῦ Ὑπουργοῦ τῆς Βιομηχανίας εἰς βάρος τῆς Ἑταιρείας ἢ διὰ τὴν κήρυξιν αὐτῆς ἐκπτώτου ἐκ τῶν δυνάμει τῆς παρούσης συμφωνίας δικαιωμάτων της, ἀπαιτεῖται σύμφωνος γνώμη τοῦ Συμβουλίου Μεταλλείων, κεκυρωμένον δὲ ἀντίγραφον ταύτης θὰ διαβιβάζεται εἰς τὴν Ἑταιρείαν ὁμοῦ μετὰ τῆς γνωστοποιήσεως περὶ ἧς αἱ παράγραφοι 2 καὶ 5 τοῦ παρόντος ἄρθρου.

7. Αἱ κατὰ τὰς παραγράφους 2 καὶ 5 τοῦ παρόντος ἄρθρου προειδοποιήσεις δέον νὰ πραγματοποιοῦνται τὸ ταχύτερον δυνατὸν καὶ οὐχὶ πέραν τῶν δύο μηνῶν ἀπὸ τῆς ἡμερομηνίας, καθ' ἣν τὸ Ἑλληνικὸν Δημόσιον ἔλαβε γνῶσιν τῆς παραβάσεως ἢ τῆς μὴ συμμορφώσεως τῆς Ἑταιρείας πρὸς τὰς ὑποχρεώσεις της.

Λῆξις:

8. Λύσις τῆς παρούσης συμβάσεως διὰ λήξεως θὰ χωρῇ ἅμα τῇ λήξει τῶν περιόδων καὶ ἁπασῶν τῶν παρατάσεων τῶν ἐν λόγῳ περιόδων ἰσχύος, ἁπάντων τῶν δικαιωμάτων ἐξερευνήσεως καὶ τῶν παραχωρήσεων ἐκμεταλλεύσεως αἵτινες θὰ κατέχωνται ἑκάστοτε ὑπὸ τῆς Ἑταιρείας δυνάμει τῆς παρούσης συμβάσεως.

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

Ἄρθρον 22.

Διάθεσις τῆς ἰδιοκτησίας τῆς Ἑταιρείας.

1. Μετὰ τὴν λῆξιν τῶν δικαιωμάτων τῆς Ἑταιρείας ἐπὶ οἱασδήποτε ἐρευνητικῆς ἐκτάσεως ἢ τμήματος ταύτης, ἢ παραχωρήσεως πρὸς ἐκετάλλευσιν δι' οἱονδήποτε τῶν ἐν ἄρθρῳ 20 καὶ 21 τῆς παρούσης ἀναφερομένων λόγων, ἅπαντα τὰ ἀνορυχθέντα παρὰ τῆς Ἑταιρείας ρρέατα ἐπὶ τῶν ἐρευνητικῶν ἐκτάσεων, ἢ τμήματος τούτων, ἢ ἐπὶ τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν, ἐπὶ τῶν ὁποίων ἔλῃξαν τὰ δικαιώματα τῆς Ἑταιρείας, εἴτε παραγόντων ὑδρογονανθράκων ἢ μὴ μετὰ τῶν κεφαλῶν ρρεάτων (WELL HEAD) καὶ τῶν ὑποστηρίξεων (CASING) τῶν ὑφισταμένων εἰς τὰ ρρέατα ταῦτα θὰ μεταβιβάζωνται ὑπὸ τῆς Ἑταιρείας εἰς τὸ Ἑλληνικὸν Δημόσιον ἄνευ οὐδεμιᾶς ἀποζημιώσεως.

Ἅπαντα τὰ μὴ παραγωγικὰ ρρέατα δέον νὰ κλεισθοῦν (PLUGGED), καταλλήλως ὑπὸ καὶ δι' ἐξόδων τῆς Ἑταιρείας, ἅπαντα δὲ τὰ στρώματα ὕδατος δέον νὰ κλεισθοῦν καταλλήλως κατὰ τὸν αὐτὸν τρόπον.

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

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

3. Ἐὰν ὅμως ἡ Ἑταιρεία ἐπιθυμῇ νὰ πωλήσῃ τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν καὶ οἱαδήποτε ἄλλα δικαιώματα οἱασδήποτε φύσεως, ἐκ τῶν εὑρισκομένων ἐντὸς ἐρευνητικῆς ἐκτάσεως ἢ παραχωρήσεως πρὸς ἐκμετάλλευσιν δι' ἃς ἔληξαν τὰ δικαιώματα τῆς Ἑταιρείας, τὸ Ἑλληνικὸν Δημόσιον θὰ ἔχῃ τὸ δικαίωμα προτιμήσεως πρὸς ἀπόκτησιν ἁπάντων ἢ τμήματος τῶν τοιούτων κινητῶν ἢ ἀκινήτων εἰς τρέχουσαν ἐμπορικὴν ἀξίαν αὐτῶν.

4. Κατὰ τὰ τελευταῖα πέντε ἔτη ἰσχύος ἑκάστης τῶν παραχωρήσεων πρὸς ἐκμετάλλευσιν ἃς θὰ κατέχῃ ἡ Ἑταιρεία βάσει τῆς παρούσης συμβάσεως οὐδεμία πώλησις ἀκινήτων ἀνηκόντων τῇ Ἑταιρείᾳ 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 ἔγκρισις ἡ ἀκίνητος αὕτη ἰδιοκτησία θὰ περιέρχεται ἄνευ οἱασδήποτε καταβολῆς, εἰς τὸ Ἑλληνικὸν Δημόσιον ἅμα τῇ λήξει τῆς ἰσχύος τῆς τοιαύτης παραχωρήσεως πρὸς ἐκμετάλλευσιν.

5. Ἐὰν καθ' οἱανδήποτε στιγμὴν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἢ ἅμα τῇ λήξει ταύτης ἡ Ἑταιρεία διαθέσῃ διὰ πωλήσεως τὴν κινητὴν ἢ ἀκίνητον αὐτῆς περιουσίαν, τότε ἐφ' ὅσον τὸ προϊὸν τῆς τοιαύτης πωλήσεως ὑπερβαίνει τὴν ἀξίαν τοῦ πωληθέντος περιουσιακοῦ στοιχείου ὡς αὕτη ἐμφανίζεται εἰς τὰ βιβλία τῆς Ἑταιρείας κατὰ τὴν ἡμέραν τῆς πωλήσεως (τῆς ἀποσβέσεως ὑπολογισθείσης βάσει τοῦ ἐπισυναπτομένου πίν. Β) ἡ τυχὸν διαφορά:

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

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

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

6. Ἐὰν ἡ Ἑταιρεία διατηρῇ περιουσιακὰ στοιχεῖα ἐν Ἑλλάδι ἢ ἀλλαχοῦ κινητὰ ἢ ἀκίνητα δύο εἰσέτι ἔτη μετὰ τὴν λῆξιν τῆς συμβάσεως, τὰ περιουσιακὰ ταῦτα στοιχεῖα θὰ ρευστοποιοῦνται ὑπὸ τῆς Ἑταιρείας, τὸ προϊὸν δὲ τῆς τοιαύτης ρευστοποιήσεως θὰ διανέμεται ἐξ ἴσου μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας, νοουμένου ὅτι τὸ ρευστοποιημένον μερίδιον τῆς Ἑταιρείας δὲν θὰ ὑπόκειται εἰς πληρωμὴν φόρων, ἐμμέσων ἢ ἀμέσων οἱασδήποτε φύσεως ἢ οἱουδήποτε εἴδους, τελῶν, δασμῶν, κρατήσεων ἢ συνεισφορῶν ἢ εἰδικῶν φορολογιῶν τακτικῶν ἢ ἐκτάκτων δι' ὡρισμένον

σκοπὸν ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου, ἢ οἱασδήποτε Ἑλληνικῆς ἀρχῆς ἢ Νομικοῦ Προσώπου καὶ γενικῶς οἱουδήποτε τρίτου.

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

Ἄρθρον 23.

Μεταβιβάσεις.

1. Ἡ Ἑταιρεία δικαιοῦται νὰ ἐκχωρῇ τὴν παροῦσαν σύμβασιν ἐν ὅλῳ ἢ ἐν μέρει καὶ νὰ μεταβιβάζῃ πάντα τὰ ἐκ ταύτης δικαιώματά της ὑπὸ ὅρους συμφωνουμένους ἐλευθέρως παρ' αὐτῆς:

α) Εἰς ἑτέραν Ἑταιρείαν, ἐλεγχομένην ὑπὸ τῆς ἐκχωρητρίας, ἢ

β) Εἰς ἑτέραν Ἑταιρείαν ἐλεγχομένην παρὰ τῆς ADA OIL EXPLORATION CORPORATION ἢ ὑπὸ ἑτέρας Ἑταιρείας ἐλεγχομένης ὑπὸ τῆς ADA OIL EXPLORATION CORPORATION, ἢ

γ) Εἰς μίαν ἢ πλείονας Ἑταιρείας (PARTNERSHIP) συσταθησομένας κατὰ τὸ δίκαιον μιᾶς τῶν πολιτειῶν τῶν Η.Π.Α. εἰς ἃς θέλει συμμετέχει ὡς ὁμόρρυθμος ἑταῖρος ἡ ADA OIL EXPLORATION CORPORATION. Ἡ ἐν λόγῳ Ἑταιρεία θὰ ὑπόκειται ὡς αὐτοτελὲς νομικὸν πρόσωπον εἰς φορολόγησιν ἀποκλειστικῶς κατὰ τὸ ἄρθρον 10 τῆς παρούσης καὶ ὑπὸ τὴν ἐκεῖ κλίμακα τῶν κατ' ἰδίαν συνεταίρων της συγχανόντων ἀπασῶν τῶν κατὰ τὴν παράγρ. 4 τοῦ αὐτοῦ ἄρθρου ἀπαλλαγῶν καὶ μὴ δυναμένων νὰ θεωρηθοῦν ὅτι κέκτηνται ἐγκατάστασιν ἐν Ἑλλάδι ἐκ τῆς ἐν αὐτῇ δραστηριότητος τῆς Ἑταιρείας.

δ) Εἰς οἱονδήποτε 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 νομικὸν τοῦ ἐκδοχέως καὶ μόνον.

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

3. Ἐν περιπτώσει μεταβιβάσεως κατὰ τὰ ὡς ἄνω ἐν παρ. 1 ἐδ. (α), (β) καὶ (γ) ἀνωτέρω καθοριζόμενα ἡ Ἑταιρεία θὰ παραμένῃ ὑπεύθυνος ἔναντι τοῦ Ἑλληνικοῦ Δημοσίου ἀλληλεγγύως καὶ εἰς ὁλόκληρον μετὰ τοῦ ἐκδοχέως διὰ τὴν ἐκπλήρωσιν τῶν ὅρων καὶ συμφωνιῶν τῆς παρούσης συμβάσεως.

Ἄρθρον 24.

Ἐφαρμοζόμενοι Νόμοι.

1. Ἡ Ἑλληνικὴ Κυβέρνησις ἐγγυᾶται εἰς τὴν Ἑταιρείαν ὅτι οὐδεὶς γενικὸς ἢ εἰδικὸν Νόμος, οὐδὲν διοικητικὸν μέτρον θέλει λύσει ἢ καθ' οἱονδήποτε τρόπον τροποποιήσει τὴν παροῦσαν σύμβασιν ἄνευ εἰδικῆς πρὸς τοῦτο συγκαταθέσεως τῆς Ἑταιρείας.

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

3. Ἐν περιπτώσει συγκρούσεως σημερινῆς ἢ καὶ μελλοντικῆς θὰ κατισχύουν οἱ ὅροι καὶ συμφωνίαι τῆς παρούσης, αἱ δὲ διατάξεις τῶν ὡς ἄνω Νόμων καὶ Κανονισμῶν αἱ συγκρουόμεναι μὲ τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης δὲν θὰ ἔχουν ἰσχὺν ὅσον ἀφορᾷ τὴν Ἑταιρείαν, τὰς ἐργασίας της καὶ τὴν ἐν Ἑλλάδι περιουσίαν αὐτῆς.

Ἄρθρον 25.

Ἀνωτέρα Βία.

1. Παράλειψις τῆς Ἑταιρείας ὅπως ἐκπληρώσῃ οἱανδήποτε τῶν ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεων, δὲν θὰ παρέχῃ τὸ δικαίωμα εἰς ἔγερσιν οἱασδήποτε ἀπαιτήσεως καὶ δὲν θὰ θεωρῆται 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, πυρκαϊάς, ἐκρήξεις, πλημμύρας, τυχαῖα γεγονότα, ἐπαναστάσεις, πόλεμον, ἐμφυλίους ταραχάς, ἐξεγέρσεις, στάσεις, ἀπεργίας, οἱανδήποτε κυβερνητικὴν πρᾶξιν ἢ πράξεις ἢ οἱασδήποτε Ἑλληνικῆς Ἀρχῆς ἢ ξένης Κυβερνήσεως καὶ πᾶσαν ἑτέραν ἀπρόβλεπτον περίπτωσιν ἢ ἐνέργειαν διαφεύγουσαν τὸν ἔλεγχον τῆς Ἑταιρείας. Ἐφ' ὅσον συνεπείᾳ τοιαύτης ἀνωτέρας βίας καθυστερεῖται ἡ συμμόρφωσις τῆς Ἑταιρείας, πρὸς τὰς ἐκ τῆς παρούσης συμβάσεως ὑποχρεώσεις της ἢ ἡ ἄσκησις τῶν ἐκ ταύτης δικαιωμάτων της, ὁ χρόνος τῆς διαρκείας τῆς τοιαύτης καθυστερήσεως θὰ προστίθεται εἰς τὰς προθεσμίας τὰς προβλεπομένας διὰ τῆς παρούσης συμβάσεως διὰ τὴν συμμόρφωσιν πρὸς ὑποχρεώσεις ἢ ἄσκησιν δικαιωμάτων.

2. Ἐὰν ἡ κατάστασις αὕτη ἀνωτέρας βίας ὀφειλομένη εἰς μίαν ἢ εἰς περισσοτέρας αἰτίας συνεχισθῇ πέραν τοῦ ἐνὸς συναπτοῦ ἔτους, ἡ Ἑταιρεία θὰ δικαιοῦται νὰ παραιτηθῇ ἐγγράφως ἐπ' ὠφελείᾳ τοῦ Ἑλληνικοῦ Δημοσίου ἀπάντων τῶν δικαιωμάτων τῆς καὶ ἀπασῶν τῶν ὑποχρεώσεών της ἐκ τῆς παρούσης συμβάσεως, ὁπότε καὶ ἐπὶ τῇ τοιαύτῃ ἐγγράφῳ παραιτήσει ἡ παροῦσα σύμβασις θὰ λύεται.

Ἐπὶ τῇ τοιαύτῃ παραιτήσει ἡ Ἑταιρεία θὰ ἀπαλλάσσηται πασῶν τῶν ὑποχρεώσεών της πάσης φύσεως ἐκ τῆς παρούσης συμβάσεως τὸ δὲ Ἑλληνικὸν Δημόσιον, ὡς καὶ ἡ Ἑταιρεία δὲν θὰ διατηροῦν οἱασδήποτε ἔναντι ἀλλήλων, ἀπαιτήσεις διὰ τὴν μὴ ἐκπλήρωσιν οἱουδήποτε τῶν ὅρων τῆς παρούσης συμβάσεως ὑπὸ ἑκατέρου τῶν συμβαλλομένων καὶ θὰ δώσουν ἀμφότεροι πλήρη καὶ ἀνεπιφύλακτον ἔγγραφον ἀπαλλαγήν.

Ἄρθρον 26.

Διαιτησία.

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

2. Προκειμένου ὅμως περὶ ἐπιβολῆς τῆς ποινῆς τῆς ἐκπτώσεως ὡς ἐν ἄρθρῳ 21 ὁρίζεται, ἢ ἀμφισβητήσεων ἀφορωσῶν διαφοράν, διένεξιν ἢ διαφωνίαν, ὡς πρὸς τὴν ἑρμηνείαν καὶ ἐφαρμογὴν τῶν ὅρων τῆς συμβάσεως, αἵτινες δύνανται νὰ συνεπάγωνται τὴν ποινὴν τῆς ἐκπτώσεως, ὡς καὶ προκειμένου γενικῶς περὶ περιπτώσεων ἀναφερομένων εἰς τὰ ἄρθρα 3, 4, 6, 12 καὶ 13 ἡ διατησία διεξάγεται κατὰ τὸν ἑπόμενον τρόπον.

Ὁ αἰτῶν τὴν διατησίαν δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν ἕτερον συμβαλλόμενον καθορίζει ἀκριβῶς τὰ θέματα διενέξεως ἢ διαφωνίας καὶ ὁρίζει τὸν διαιτητὴν αὐτοῦ, καλῶν καὶ τὸν ἕτερον συμβαλλόμενον ὅπως προβῇ εἰς τὸν ὁρισμὸν τοῦ δευτέρου διαιτητοῦ.

Ὁ πρὸς ὃν ἡ κοινοποίησις ἀντισυμβαλλόμενος ὑποχρεοῦται ἐντὸς προθεσμίας εἴκοσιν (20) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως πρὸς αὐτὸν τῆς αἰτήσεως διαιτησίας δι' ἐγγράφου κοινοποιήσεως ὅπως ὁρίσῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης τὸν δεύτερον διαιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνοῦς Διαρκοῦς 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 διαιτητήν, ὅστις θὰ εἶναι Πρόεδρος τοῦ Διαιτητικοῦ Δικαστηρίου. Μὴ συμφωνούντων τῶν Διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ ἢ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνοῦς Διαρκοῦς Δικαστηρίου τῆς Χάγης, κατόπιν αἰτήσεως τῶν διαιτητῶν ἢ τοῦ ἑνὸς τούτων.

Οἱ διαιτηταὶ ὀφείλουσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν τρίτον διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη

δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσι τυπικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Δικαιοῦνται ὅπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ὄψιν οἱαδήποτε ἀποδεικτικὰ στοιχεῖα.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν διαιτητῶν ὅπως συνεχίσῃ τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τηρηθεῖσαν διὰ τὸν διορισμόν του διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἔκδοσιν 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 ἀρνουμένου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ.

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

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

Τὰ ἔξοδα 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 ἡ Ἑταιρεία θὰ χρησιμοποιῇ συνεχῶς ἰδιοκτησίαν κινητὴν ἢ ἀκίνητον τοῦ Ἑλληνικοῦ Δημοσίου:

α) Συνεπείᾳ ἀπαλλοτριώσεως κατὰ τὰ ἐν ἄρθρῳ 15 ὁριζόμενα.

β) Βάσει τῶν ἑτέρων διατάξεων τοῦ ἄρθρου 15 ἢ

γ) Βάσει οἱασδήποτε συμφωνίας μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας συναπτομένης κατὰ τὴν διάρκειαν τῶν ἐργασιῶν τῆς Ἑταιρείας, ἡ Ἑταιρεία ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐπιμεληῆται διὰ τὴν ἰδιοκτησίαν ταύτην ὡς ἐὰν ἦτο ἡ ἰδία ἰδιοκτήτρια καὶ νὰ προστατεύῃ τὰ συμφέροντα τοῦ Ἑλληνικοῦ Δημοσίου ἐν σχέσει πρὸς ταύτην ἔναντι ἀπαιτήσεως οἱουδήποτε τρίτου.

Ἄρθρον 28.

Εὐθύνη Ἑλληνικοῦ Δημοσίου ἐπὶ ὑπάρξεως Δικαιωμάτων ἐπὶ τῶν παραχωρουμένων περιοχῶν.

Τὸ Ἑλληνικὸν Δημόσιον δηλοῖ διὰ τοῦ παρόντος ὅτι οὐδὲν ἕτερον νόμιμον δικαίωμα ἢ ἀπαίτησις ὑφίσταται ἀναφερόμενον εἰς τὰ ἐρευνητικὰ δικαιώματα καὶ τὰ δικαιώματα ἐκμεταλλεύσεως ὑδρογονανθράκων ἐντὸς τῆς ἀρχικῶς ἐρευνητικῆς περιοχῆς ὡς ὁρίζεται ἐν ἄρθρῳ 1, ἐὰν δὲ ἤθελεν ἀξιωθῇ τοιοῦτον δικαίωμα, τὸ Ἑλληνικὸν Δημόσιον ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ προστατεύσῃ τὰ διὰ τῆς παρούσης συμβάσεως παραχωρούμενα εἰς τὴν Ἑταιρείαν δικαιώματα καὶ νὰ ὑπερασπίσῃ τὰ συμφέροντα τῆς Ἑταιρείας, ἔναντι τοιούτων ἀπαιτήσεων. Ἐὰν ἐν τούτοις οἱοσδήποτε τρίτος ἤθελεν ἐπιτυχῶς διεκδικήσῃ δικαιώμά τι κατὰ τῆς Ἑταιρείας ἢ ἤθελεν ἀναγνωρισθῇ ὁριστικῶς καὶ τελεσιδίκως οἱονδήποτε τοιοῦτον δικαίωμα δι' ἀποφάσεων Ἑλληνικοῦ Δικαστηρίου, ἡ Ἑταιρεία θὰ ἔχῃ τὸ δικαίωμα νὰ καταγγείλῃ τὴν παροῦσαν συμφωνίαν ἀπαλλασσομένη οἱοσδήποτε βάσει ταύτης ὑποχρεώσεώς της τὸ δὲ Ἑλληνικὸν Δημόσιον θὰ ὑποχρεοῦται νὰ ἀποζημιώσῃ τὴν Ἑταιρείαν διὰ πᾶν ποσὸν δαπανηθὲν παρ' αὐτῆς βάσει τῆς παρούσης συμβάσεως μέχρι τῆς τοιαύτης λύσεως.

Ἄρθρον 29.

Ἐγγύησις.

1. Ἡ Ἑταιρεία ὑποχρεοῦται νὰ παραδώσῃ εἰς τὸ Ἑλληνικὸν Δημόσιον (Γενικὴν Δ)νσιν Μεταλλείων τοῦ Ὑπουργείου Βιομηχανίας) ἐντὸς δέκα πέντε (15) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ἐγγυητικὴν ἐπιστολὴν ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδι, διὰ ποσὸν δολλ. Η.Π.Α. 300.000. Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θὰ καλύπτῃ τὴν καλὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως καὶ ἁπάσας τὰς ὑποχρεώσεις τῆς Ἑταιρείας, τὰς ληξιπροθέσμους οἰκονομικὰς ὑποχρεώσεις αὐτῆς πρὸς τὸ Ἑλληνικὸν Δημόσιον διὰ περίοδον πέντε ἐτῶν ἀπὸ τῆς ἡμέρας ἰσχύος τῆς συμβάσεως, ἡ δὲ Ἑταιρεία θὰ ὑποχρεοῦται ἄνευ ἑτέρας εἰδοποιήσεως νὰ ἀνανεώνῃ ἀνὰ πενταετίαν τοὐλάχιστον αὐτὴν τὴν ἐγγύησιν κατὰ τὴν διάρκειαν ὁλοκλήρου τῆς περιόδου ἰσχύος τῆς συμβάσεως καὶ μέχρι λήξεως ταύτης. Ἐὰν μία νέα ἐγγυητικὴ ἐπιστολὴ τοῦ αὐτοῦ ποσοῦ δὲν παραδοθῇ εἰς τὸ Ἑλληνικὸν Δημόσιον ὑπὸ μιᾶς ἀνεγνωρισμένης Τραπέζης ἐν Ἑλλάδι τοὐλάχιστον δύο μῆνας πρὸ τῆς ἐκπνοῆς τῆς ἰσχυούσης ἐγγυητικῆς ἐπιστολῆς ἡ παροῦσα σύμβασις θὰ λήγῃ κατὰ τὴν ἡμερομηνίαν λήξεως τῆς ἰσχυούσης ἐγγυητικῆς ἐπιστολῆς. Τὸ ἀνωτέρω ποσὸν θὰ δύναται νὰ εἰσπραχθῇ ἐν ὅλῳ ἢ ἐν μέρει διὰ ποσὰ ὁριστικῶς πληρωτέα παρὰ τῆς Ἑταιρείας, κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ἀλλὰ μόνον ἕνα μῆνα ἀφ' ἧς ταῦτα κατέστησαν ὁριστικῶς πληρωτέα.

Ἐὰν δι' οἱονδήποτε λόγον τὸ ἀρχικὸν ποσὸν τῆς ἐγγυήσεως ἤθελε καταστῇ κατώτερον τῶν Δολλ. 300.000, ἡ Ἑταιρεία ὑποχρεοῦται νὰ συμπληροῖ ταύτην, μέχρι τοῦ ἀρχικοῦ ποσοῦ, ἐντὸς τριῶν (3) μηνῶν ἀπὸ τῆς ἡμερομηνίας κατὰ τὴν ὁποίαν αὕτη κατέστη μικροτέρα τῶν δολλ. 300.000, ἐπὶ τῇ ποινῇ τῇ προβλεπομένῃ διὰ ἐδαφίου (δ) τῆς παραγράφου 3 τοῦ ἄρθρου 21.

Ἡ κατὰ τὰ ἀνωτέρω ἐγγύησις ἐξακολουθεῖ ὑφισταμένη ὑπὸ τοὺς αὐτοὺς ὡς ἄνω ὅρους καὶ ἐν περιπτώσει καθ' ἣν ἤθελε λάβει χώραν ἐκχώρησις κατ' ἐφαρμογὴν τοῦ ἄρθρου 23 παρ. 1 ἐδ. (α) καὶ (β) τῆς παρούσης συμβάσεως.

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

Ἄρθρον 30.

Ἀπαλλαγὴ ἀπὸ τελῶν χαρτοσήμου.

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

Ἄρθρον 31.

Ἀρχὴ ἰσχύος τῆς παρούσης.

1. Ἡ παροῦσα σύμβασις τελεῖ ὑπὸ τὴν αἴρεσιν τῆς ἐγκαίρου καταθέσεως τῆς ἐν ἄρθρῳ 29 ἐγγυήσεως καὶ τῆς κυρώσεως αὐτῆς ὑπὸ τῆς Νομοθετικῆς Ἐξουσίας μεθ' ἣν καὶ ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τοῦ κυροῦντος ταύτην Νόμου, ἄρχεται ἡ ἰσχὺς καὶ αἱ ἐκ ταύτης συνέπειαι.

2. Ἐὰν ἡ παροῦσα σύμβασις ἤθελε κυρωθῇ μὲ τροποποιήσεις ἡ Ἑταιρεία 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 ἀποδοχὴ δὲν ὑπεβλήθη ἐμπροθέσμως ἡ Ἑταιρεία θεωρεῖται ἀποδεχθεῖσα τὰς τοιαύτας τροποποιήσεις.

3. Εἰς περίπτωσιν τροποποιήσεως ὑπὸ τῆς Νομοθετικῆς ἐξουσίας τῶν ὅρων τῆς παρούσης συμβάσεως καὶ παρελεύσεως ἀπράκτου τῆς κατὰ τὴν προηγουμένην παράγραφον τοῦ παρόντος ἄρθρου τριακονθημέρου προθεσμίας, ἡ ἰσχὺς τῆς συμβάσεως ἄρχεται ἀπὸ τῆς λήξεως τῆς ὡς ἀνωτέρω τριακονθημέρου προθεσμίας.

Ἄρθρον 32.

Κοινοποίησις.

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

α) Διὰ τὰς κοινοποιήσεις τῆς Ἑταιρείας πρὸς τὸ Ἑλληνικὸν Δημόσιον: Εἰς Ὑπουργεῖον Βιομηχανίας

Γενικὴν Διεύθυνσιν Μεταλλείων

Ἀθῆναι, Ἑλλὰς

β) Διὰ τὰς κοινοποιήσεις τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν ADA OIL EXPLORATION CORPORATION φροντίδι τοῦ Σωκράτους Βεκρῆ, Ὁδὸς Φιλελλήνων ἀρ. 19 —SOCRATES VEKRIS, FILELLINON 19, ATHENS (118) GREECE, ὅστις ὁρίζεται ἀντίκλητος τῆς Ἑταιρείας ἐν Ἑλλάδι.

Ἐν ἀνακλήσει τοῦ ὡς ἄνω ἀντικλήτου ἡ Ἑταιρεία ὑποχρεοῦται νὰ γνωστοποιήσῃ τὴν τοιαύτην ἀνάκλησιν καὶ τὸ ὀνοματεπώνυμον καὶ τὴν Δ)νσιν τοῦ νέου ἀντικλήτου, ὅστις δέον νὰ εἶναι κάτοικος Ἀθηνῶν μέχρι δὲ τῆς τοιαύτης γνωστοποιήσεως ἐγκύρως γίνονται αἱ κοινοποιήσεις πρὸς τὸν ἀνωτέρω ἀντίκλητον.

Ἄρθρον 33.

Ἐπιστολὴ τεχνικῆς καὶ οἰκονομικῆς βοηθείας.

Ἡ ADA OIL EXPLORATION CORPORATION, δηλοῖ ὅτι ὁ μόνος μέτοχος ταύτης ἦτοι ἡ ADA OIL COMPANY κατὰ πρωτοβουλίαν τῆς ὁποίας ὠργανώθη ἔλαβε πλήρη γνῶσιν τῶν ὅρων τῆς παρούσης συμβάσεως.

Δι' ἰδιαιτέρας ἐπιστολῆς ἀπευθυνομένης πρὸς τὸ Ἑλληνικὸν Δημόσιον συμφώνως πρὸς σχέδιον ἐπιστολῆς ταύτης καταρτισθὲν παρὰ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς Ἑταιρείας καὶ μονογραφέντος σήμερον παρὰ τούτων, ἡ ADA OIL COMPANY ἀναλαμβάνει τὴν ὑποχρέωσιν κατὰ τὰς λεπτομερείς δηλώσεις της τὰς περιεχομένας εἰς τὴν ἐπιστολὴν ταύτην, ὅπως ἐν περιπτώσει κυρώσεως τῆς παρούσης συμβάσεως διὰ Νόμου νὰ παράσχῃ καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως, εἰς τὴν ADA OIL EXPLORATION CORPORATION, ἢ ἐν περιπτώσει μεταβιβάσεως εἰς τό, κατὰ τὰ ἐν ἄρθρῳ 23 παρ. 1 ἐδ. (α), (β) καὶ (γ) τῆς παρούσης συμβάσεως, καθοριζόμενον πρόσωπον πρὸς ὃ 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 ὑποχρεώσεών της κατὰ τὰ εἰδικώτερον, ἐν τῷ ὡς ἄνω σχεδίῳ τῆς ἐπιστολῆς, ἐκτιθέμενα.

Ἡ ἐν τῇ παρούσῃ συμβαλλομένη ADA OIL EXPLORATION CORPORATION ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως παραδώσῃ πρὸς τὸ Ἑλληνικὸν Δημόσιον, (Ὑπουργεῖον Βιομηχανίας, Γεν. Δ)νσις Μεταλλείων) τὴν ἐπιστολὴν ταύτην, ἐντὸς δέκα πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Ἐν παρόδῳ τῆς προθεσμίας ταύτης ἀπράκτου ἡ παροῦσα σύμβασις θὰ θεωρῆται ὡς ἄκυρος μὴ οὖσα καὶ ὡς οὐδέποτε ὑπογραφεῖσα.

Ἄρθρον 34.

Ἐφαρμογὴ τοῦ 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 Ἐπενδύσεως 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 ὁριζομένην διαδικασίαν.

Ἄρθρον 35.

Καταβολαὶ εἰς τὸ Ἑλληνικὸν Δημόσιον.

Πᾶσα ἀπαίτησις διὰ χρηματικὰς καταβολὰς τοῦ Ἑλληνικοῦ Δημοσίου κατὰ τῆς Ἑταιρείας κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, ἐφ' ὅσον περὶ ταύτης δὲν προβλέπεται ἄλλως ἐν αὐτῇ, εἶναι πληρωτέα ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς σχετικῆς περὶ τούτου προσκλήσεως τοῦ Ἑλληνικοῦ Δημοσίου πρὸς τὴν Ἑταιρείαν.

Τυχὸν προσφυγὴ τῆς Ἑταιρείας 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 ἕνα μῆνα ἀπὸ τῆς κοινοποιήσεως πρὸς τὴν Ἑταιρείαν τῆς σχετικῆς ὁριστικῆς διαιτητικῆς ἀποφάσεως.

Ἄρθρον 36.

Καλὴ ἐκτέλεσις Συμβάσεως.

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν, δέον ὅπως διέπωνται ὑπὸ πνεύματος ἁρμονικῆς συνεργασίας καθ' ὅλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν ὅτι αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς ὑποχρεώσεις αὐτῶν κατὰ τὰς ἐργασίας ἀναζητήσεως καὶ ἐκμεταλλεύσεως ὑδρογονανθράκων εἰς τὴν θαλασσίαν περιοχὴν τῆς Νήσου Λήμνου, ὅτι ἡ παροῦσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ ὅτι δὲν ὑφίστανται ἕτεραι γραπταὶ ἢ προφορικαὶ συμφωνίαι πέραν τῶν ὅρων τῆς παρούσης συμβάσεως.

2. Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω ὅτι θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσιν ἢ καταργηθῶσιν εἰμὴ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφθησομένης ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

Ἄρθρον 37.

Ἐγκυρότης Κειμένων.

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

Εἰς πίστωσιν τὸ Ἑλληνικὸν Δημόσιον καὶ ἡ Ἑταιρεία ὑπέγραψαν ἐπὶ τῆς μιᾶς σελίδος μόνον ἑκάστου φύλλου τὴν παροῦσαν σύμβασιν.

Ἐν Ἀθήναις τῇ 19 Δεκεμβρίου 1969

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

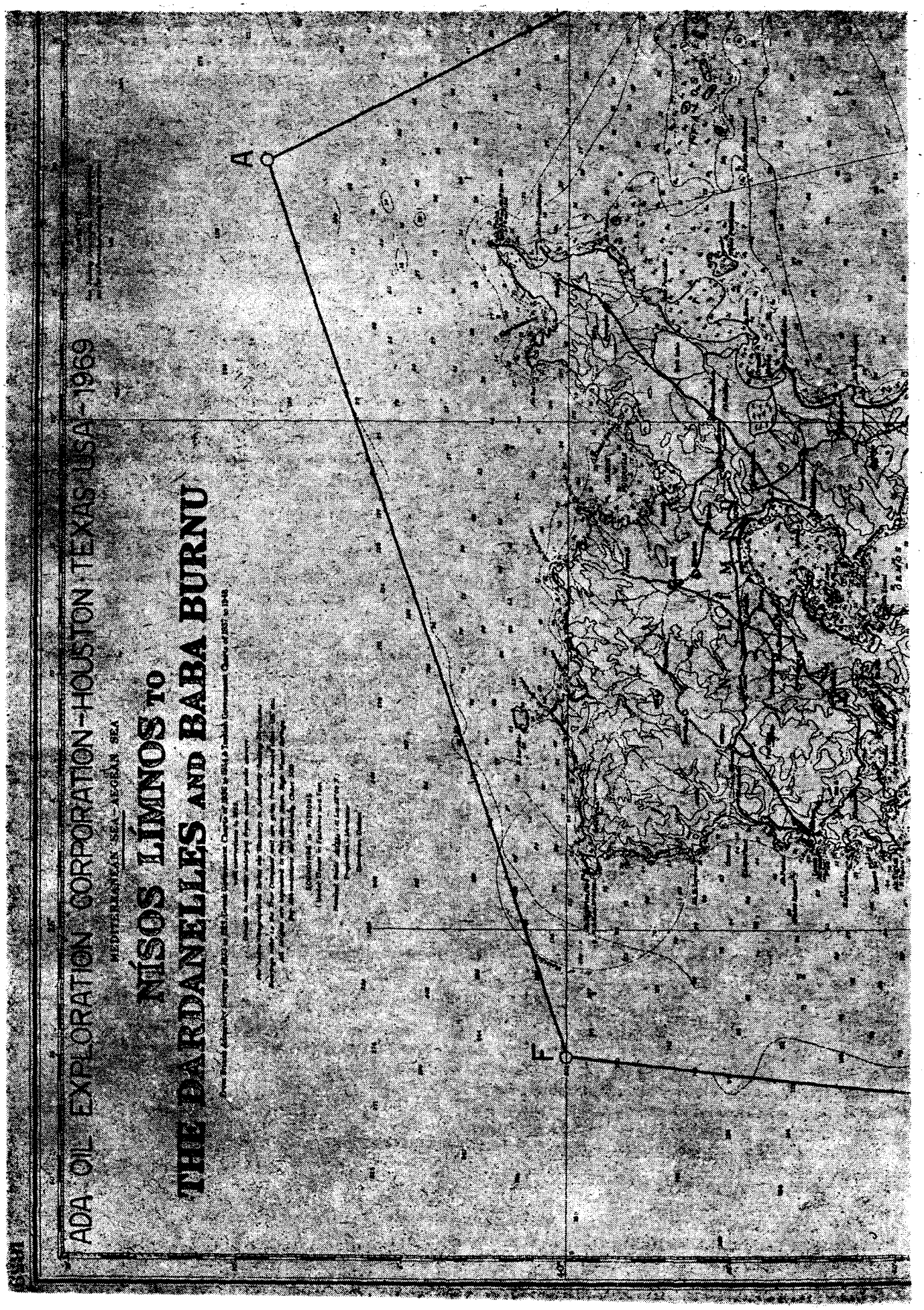
Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργὸς Βιομηχανίας

Διὰ τὴν ADA OIL EXPLORATION CORPORATION

E. J. ATHENS

Εἰδικὸς Ἐκπρόσωπος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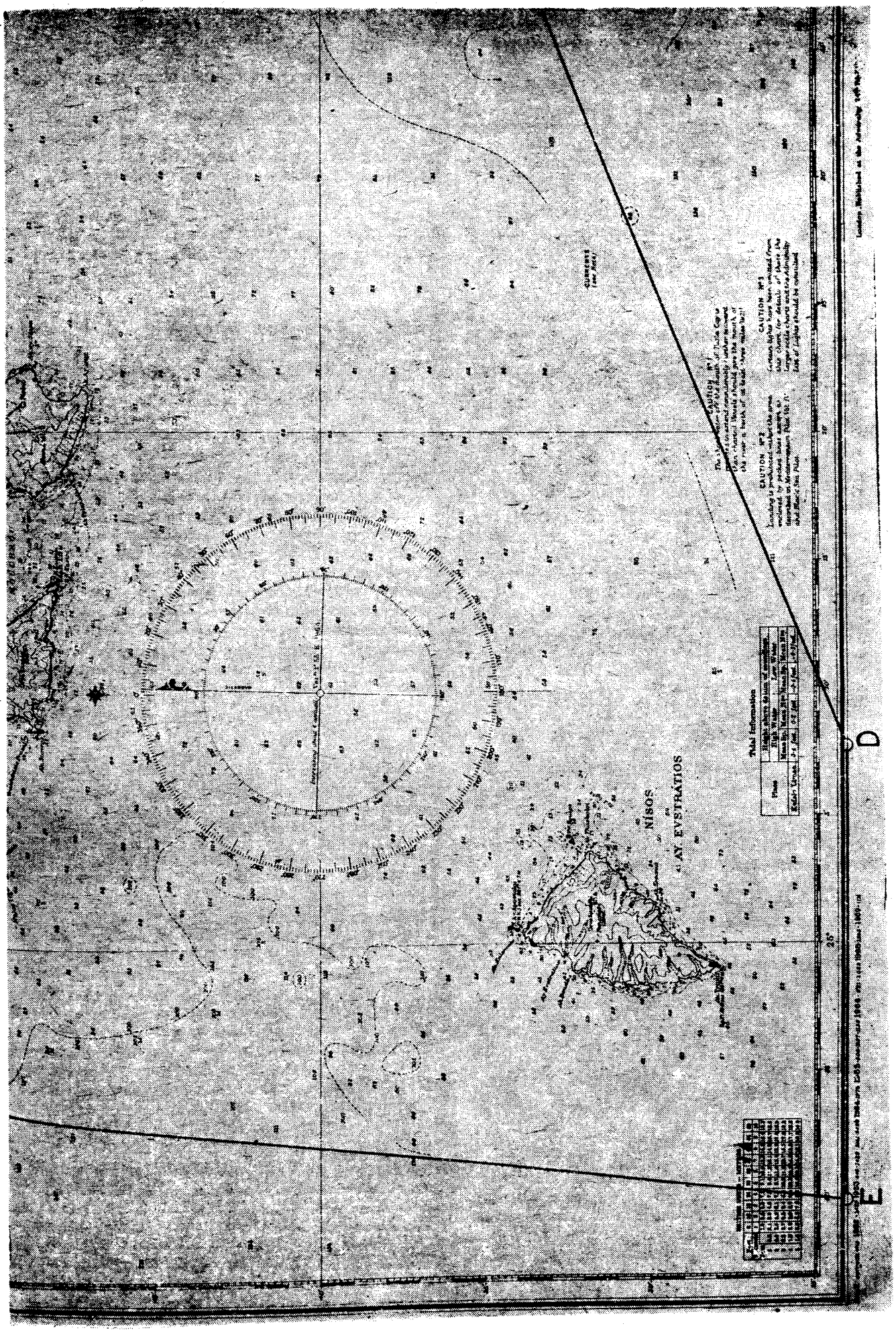
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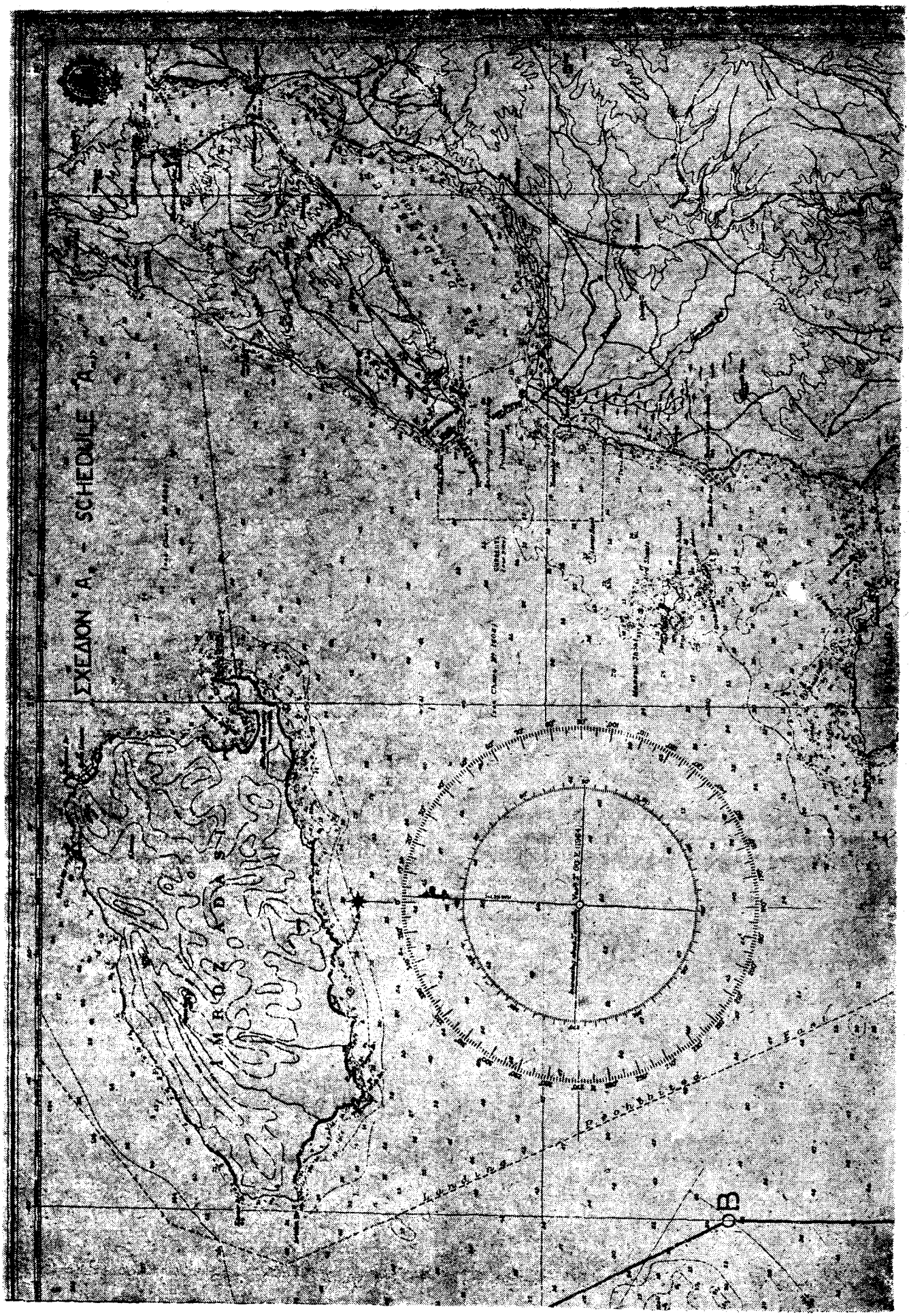
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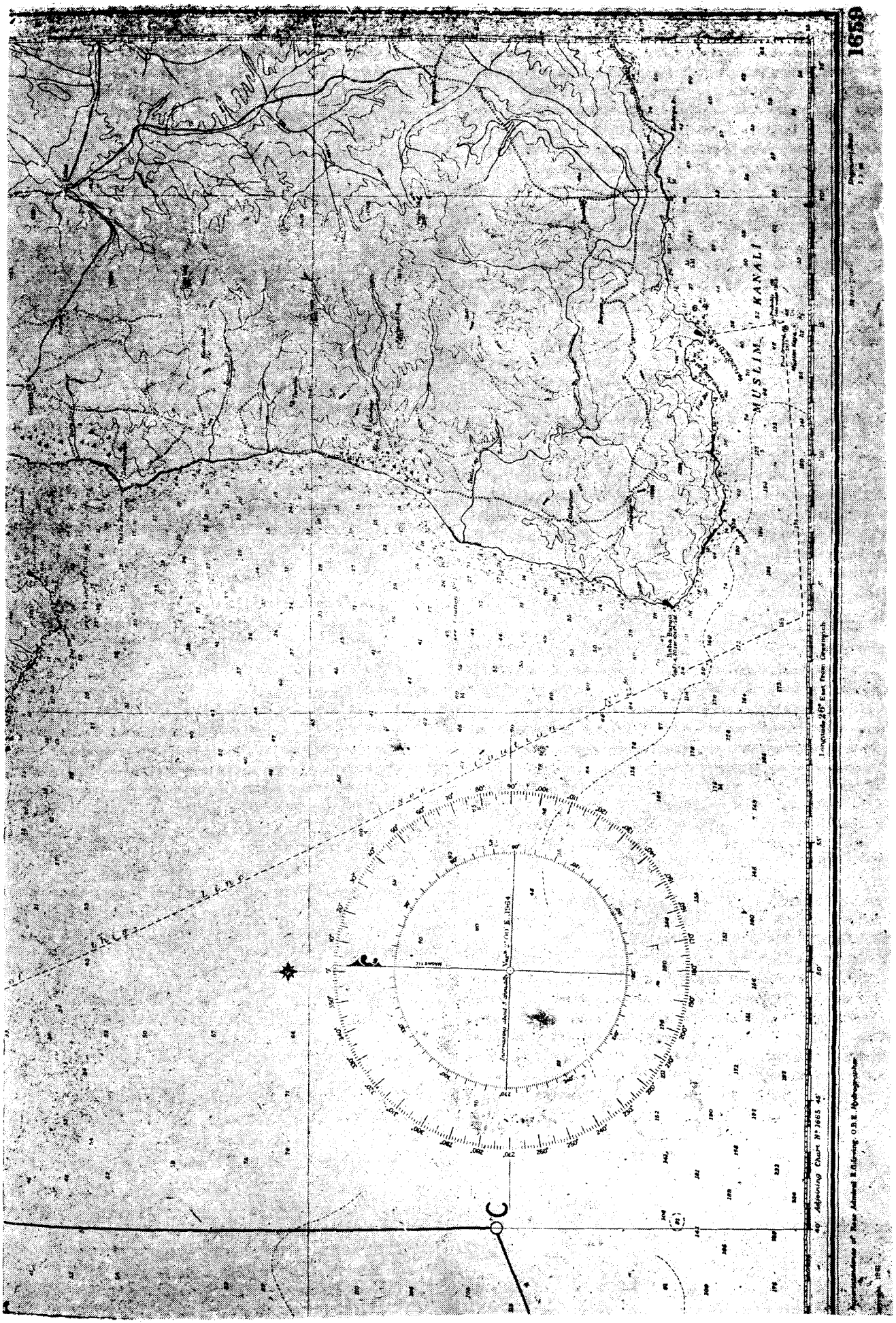
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ΠΙΝΑΞ Β'.

Κόστος — Ἔξοδα — Βάρη.

1. Τὰ στοιχεῖα τοῦ κόστους, ἔξοδα καὶ βάρη τὰ ἀναφερόμενα εἰς τὴν παράγραφον 7 τοῦ ἄρθρου 10 τῆς συμβάσεως εἰς ἣν προσαρτᾶται (ὁ παρὼν) ἔχουν ὡς ἀκολούθως:

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 εὑρεσιτεχνίας, δαπάνας ἀδειῶν καὶ δαπανῶν δι' ἐρεύνας.

γ) Ἀποσβέσεις πρὸς εἴκοσι τοῖς ἑκατὸν (20ο)ο) κατ' ἔτος, τοῦ ἔχοντος ὑλικὴν ὑπόστασιν ἐνεργητικοῦ, (ὡς π.χ. ἀξία ἀγορᾶς γεωτρυπάνου) καὶ ἀποσβέσεις τριάκοντα τρία καὶ ἓν τρίτον τοῖς ἑκατὸν (33 1)3ο)ο) κατ' ἔτος τῶν δαπανῶν, αἵτινες 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 5ο)ο ἐτησίως ἡ δὲ δι' ἀγωγοὺς μεταφορᾶς ὑδρογονανθράκων εἰς ποσοστὸν 10ο)ο ἐτησίως. Τυχὸν εὐνοϊκώτερα ποσοστὰ ἀποσβέσεως ἢ ἄλλα φορολογικὰ κίνητρα ἰσχύοντα ἢ εἰς τὸ μέλλον παρασχεθησόμενα δὲν θέλουσιν ἔχῃ ἐφαρμογὴν ἐν προκειμένῳ ἐκτὸς ἐὰν ταῦτα ἐφαρμόζωνται ἐπὶ ὁμοειδῶν ἐπιχειρήσεων.

δ) Ἔξοδα πωλήσεως τῶν ὑδρογονανθράκων συμπεριλαμβανομένων μεσιτειῶν καὶ δαπανῶν τῆς Ὑπηρεσίας πωλήσεων.

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

στ) Τόκοι ἐκ χρεῶν, οἱ ὁποῖοι δέον νὰ περιορισθοῦν εἰς τὰ 2)3 τοῦ συνολικοῦ ποσοῦ τῶν πληρωτέων τόκων ἐπὶ ὅλων τῶν δανείων ἢ ἑτέρων χρηματοδοτήσεων παρὰ τῆς μητρικῆς Ἑταιρείας ἢ συγγενῶν Ἑτσιρειῶν, ἢ ἐκ μέρους τρίτων τὰ δὲ ἐπιτόκια νὰ εἶναι λογικὰ καὶ συμφώνως μὲ τοὺς τρέχοντας διεθνεῖς νομισματικοὺς ὅρους.

ζ) Καταβολαὶ καὶ ἀμοιβαὶ διὰ ὑπηρεσίας ἄλλων εἴτε:

α) Ὀφειλόμεναι ἢ πληρωνόμεναι ἀπ' εὐθείας εἰς τοὺς ἐνδιαφερομένους, εἴτε

β) 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 ἐκμεταλλευσίμους.

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

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

κ) Καταβολαὶ διὰ στρεμματικοὺς φόρους, ὡς αὗται προβλέπονται ἐν ἄρθρῳ 8 τῆς παρούσης συμβάσεως κατὰ τὴν διάρκειαν αὐτῶν τῶν περιόδων πρὸ τῆς 1ης περιόδου κατὰ τὴν ὁποίαν καθαρὸν εἰσόδημα πραγματοποιεῖται ὑπὸ τῆς Ἑταιρείας.

λ) Δαπάναι δι' ἐρευνητικὰς ἐργασίας καὶ ἄϋλοι δαπάναι γεωτρήσεως (ὡς αὗται καθορίζονται εἰς τὴν παρ. 3 τοῦ παρόντος πίνακος) ἐφ' ὅσον ἡ Ἑταιρεία ἀποφασίσῃ τὴν κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν ἀπόσβεσίν των κατὰ τὰ ἐν παρ. 2 τοῦ παρόντος Πίνακος καθοριζόμενα.

μ) Πᾶσα ἄλλη δαπάνη συνήθης καὶ ἀναγκαία διὰ τὴν ἐργασίαν, ἧς ἡ ἔκπτωσις ἐπιτρέπεται ὑπὸ τῆς ἑκάστοτε Ἑλληνικῆς Νομοθεσίας διὰ τὴν φορολογίαν τῶν καθαρῶν κερδῶν τῶν Ἀνωνύμων Ἑταιρειῶν.

2. «Τὰς δαπάνας δι' ἐρευνητικὰς ἐργασίας» καὶ ἄϋλους δαπάνας διὰ γεωτρήσεις ὡς αὗται καθορίζονται ἐν παρ. 3 τοῦ παρόντος Πίνακος πραγματοποιουμένας μετὰ τὴν ὑπὸ τῆς Ἑταιρείας ἀπόκτησιν τῆς πρώτης παραχωρήσεώς της πρὸς ἐκμετάλλευσιν, θὰ δικαιοῦται ἡ Ἑταιρεία, εἴτε νὰ ἐκπίπτῃ κατὰ τὴν διαχειριστικὴν περίοδον κατὰ τὴν διάρκειαν τῆς ὁποίας ἐπραγματοποιήθησαν, εἴτε νὰ κεφαλαιοποιῇ πρὸς ἀπόσβεσιν ὡς ἐν παρ. 4 τοῦ παρόντος προβλέπεται. Ἡ σχετικὴ ἀπόφασις περὶ ἐκπτώσεως τῶν δαπανῶν τούτων ἢ κεφαλαιοποιήσεώς των, θὰ λαμβάνηται κατ' ἔτος παρὰ τῆς Ἑταιρείας δι' ἑκάστην 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 περιλαμβάνων ἁπάσας τὰς δαπάνας τὰς γενομένας διὰ τὴν ἀνακάλυψιν κοιτάσματος ὑδρογονανθράκων καὶ τὸν καθορισμὸν τῆς ἐκτάσεώς του ἢ τὰς σχετιζομένας πρὸς τοὺς σκοποὺς τούτους δαπάνας.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν θεωροῦνται περιλαμβανόμεναι δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις ἢ διὰ ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς, σωλῆνας ἐπενδύσεως (CASINGS) ἀποθηκευτικοὺς χώρους, κινητῆρας, λέβητας, μηχανήματα καὶ λοιπὰ παρόμοια. Ἀντιθέτως ἐν τῇ ἐννοίᾳ τοῦ ὅρου τούτου θὰ περιλαμβάνωνται δαπάναι σχετιζόμεναι πρὸς προκαταρκτικὰς ἐρεύνας καὶ χωρομετρήσεις γηΐνας, ἐναερίους ἢ θαλασσίας, ἅπασαι αἱ δαπάναι διὰ γεωλογικὰς καὶ γεωφυσικὰς ἐργασίας καὶ πᾶσα ἄλλη δαπάνη πραγματοποιηθεῖσα διὰ τὸν καθορισμὸν τῆς τοποθεσίας καὶ ἐκτάσεως κοιτασμάτων ὑδρογονανθράκων.

Ὁ ὅρος «Ἄϋλοι δαπάναι γεωτρήσεως» θὰ ἑρμηνεύηται ὡς σημαίνων πᾶσαν δαπάνην δι' ἐργατικά, καύσιμα, ἐπιδιορθώσεις, συντήρησιν, χειρισμὸν (HANDLING) ἐφόδια καὶ ὑλικὰ διὰ τὰς ἢ σχετικὰ πρὸς γεωτρήσεις, καθαρισμόν, ἐκβάθυνσιν ἢ συμπλήρωσιν φρεάτων ἢ προπαρασκευὴν τούτων.

Ἐν τῇ ἐννοίᾳ τοῦ ὅρου δὲν περιλαμβάνονται αἱ δαπάναι διὰ ὑλικὰ χρησιμοποιηθέντα διὰ κτίσματα εἰς τὸν χῶρον τῶν φρεάτων ἢ δι' ἄλλας ἐγκαταστάσεις, ἢ δι' ἐξοπλισμὸν γεωτρήσεων ἢ διὰ γραμμὰς συγκεντρώσεως καὶ παραγωγῆς ἢ σωληνώσεις ἐπενδύσεως (CASINGS), ἀποθηκευτικοὺς χώρους. κινητῆρας, λέβητας, μηχανήματα κλπ.

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

Ἐφ' ὅσον ἡ Ἑταιρεία ἀποφασίσῃ νὰ κεφαλαιοποιήσῃ οἱασδήποτε «δαπάνας ἐρευνητικῶν ἐργασιῶν» καὶ «ἀΰλους δαπάνας γεωτρήσεων» κατ' ἐφαρμογὴν τῶν διατάξεων τῆς παραγράφου 2 τοῦ παρόντος Πίνακος αἱ οὕτω κεφαλαιοποιούμεναι δαπάναι θὰ ἀποσβέννυνται παρὰ τῆς Ἑταιρείας εἰς χρόνον οὐχὶ μικρότερον τῶν τριῶν (3) διαχειριστικῶν χρήσεων ἀρχῆς γενομένης ἀπὸ τῆς διαχειριστικῆς χρήσεως, καθ' ἣν πραγματοποιοῦνται αὗται.

Ἐν Ἀθήναις τῇ 19 Δεκεμβρίου 1969

Οἱ Συμβαλλόμενοι

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Κ. ΚΥΠΡΑΙΟΣ

Ὑπουργὸς Βιομηχανίας

Διὰ τὴν ADA OIL EXPLORATION CORPORATION

E. J. ATHENS

Εἰδικὸς Ἐκπρόσωπος

AGREEMENT

FOR

THE EXPLORATION FOR AND DEVELOPMENT OF LIQUID AND GASEOUS HYDROCARBONS IN THE OFF-SHORE AREA OF THE ISLAND OF LIMNOS

PREAMBLE

WHEREAS, preliminary discussions were held in Athens between representatives of the Greek State and Ada Oil Exploration Corporation regarding the possibility of the Greek State granting exploration and development rights for hydrocarbons, and

WHEREAS, on August 9, 1969, a letter of proposal was submitted to the Ministry of Industry by E. J. Athens, special attorney on behalf of Ada Oil Exploration Corporation, and on August 20, 1969, an amended proposal was submitted to the Minister by Ada Oil Exploration Corporation, outlining the basic principles of a proposed Agreement, pursuant to the provisions of Article 5 of Law 3948/1959 regarding the exploration for and development of hydrocarbons, and

WHEREAS, it was agreed that such direct Agreement to be ratified by Law would be concluded between the Greek State and Ada Oil Exploration Corporation, incorporated under the laws of the State of Delaware, of the United States of America, with its home offices in Houston, Texas, U.S.A.

NOW THEREFORE

BETWEEN

1. The Kingdom of Greece, hereinafter referred to as the «Greek State», legally represented by the Minister of Industry, Mr. C. Kypraios,

and

2. Ada Oil Exploration Corporation, hereinafter referred to as the «Corporation» or the «lessee», represented by its special attorney, E. J. Athens acting by virtue of a Special Power of Attorney granted by the Corporation on July 17, 1969, attached hereto in the original and an official translation, the present Agreement, pursuant to the concurring opinion of the Council of Mines, has been concluded under the following terms and conditions :

Article 1.

Original Exploration Area

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

An off-shore area around the island of Limnos bounded on the east side by the Greco-Turkish international boundary and with a total sea surface area of approximately 4000 square kilometers, and depicted in red on the British Admiralty Chart No. 1659 marked Schedule A and attached to the present Agreement of which it constitutes an integral part.

The Scale of the Chart is 1 : 150,000 (at Latitude 38° N.).

The concession area is also precisely defined by the points and coordinates relative to the Greenwich meridian shown in the table below :

	Latitude	Longitude
A	40° 09′ 10″	25° 30′ 20″
B	39° 54′ 24″	25° 40′ 00″
C	39° 34′ 18″	25° 40′ 00″
D	39° 24′ 00″	25° 07′ 42″
E	39° 24′ 00″	24° 49′ 54″
F	40° 00′ 00″	24° 55′ 00″

Article 2.

Right to Renewal and Reductions of the Original Exploration Areas

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

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

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

4. One month before the end of the fourth year from the effective date of this Agreement (end of the first renewal period) the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fourth year. The areas to be so surrendered shall measure at least 25 per cent of the original area.

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

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

7. If at any time during the first five years from the effective date of this Agreement the Corporation makes a discovery of hydrocarbons in the original exploration area in quantities which, in the Corporation's opinion, would ensure the possibility of an economic operation for the Corporation and selects a development concession as per Article 5, items 1 and 2, then: (1) One month before the end of the fifth year from the effective date of this Agreement (end of the second renewal period), the Corporation shall notify the Greek State of the areas which it has selected to surrender at the end of the fifth year. The areas to be so surrendered

shall measure at least 25% of the original area; (2) The Corporation shall have the right, after the end of the fifth year from the effective date of this Agreement to hold for the duration of the said development concession all exploration areas still held by the Corporation after the areas selected in (1) above have been surrendered. Therefore if discoveries of hydrocarbons are made and concessions selected in the original exploration area under the conditions foreseen at the beginning of this item, then the total of the exploration areas which the Corporation shall have the right to hold by virtue of this item 7 shall be equal to 25 per cent of the total area of the original exploration area minus the areas, if any, voluntarily surrendered by the Corporation before the end of the fifth year from the effective date of this Agreement, and minus the areas of the development concessions held by the Corporation at the end of the fifth year.

8. The choice of the areas to be surrendered under the stipulation of items 2, 4 and 7 above shall be made by the Corporation solely in its own judgment and the areas surrendered may be in several non-continuous blocks, provided, however, that each surrendered block measures not less than fifty square kilometers.

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

The boundaries of the areas surrendered and retained in accordance with this Article, as also of the areas conceded for exploration, shall be defined by coordinates relating to British Admiralty Chart No 1659.

Article 3.

Investment Obligation of the Corporation

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

	U.S. $
1st Year : Marine seismic survey plus any other type of geological and geophysical work to determine structural anomalies	250,000.00
**2nd Year : Marine seismic survey plus any other type of geological, geophysical, engineering, and any and all other work necessary in determining a suitable drilling site plus possible drilling	250,000.00
3rd Year : Drill an exploratory well to a minimum depth of 2,650 m. with a rig capable of drilling to 3,300 m.	1,300,000.00
4th Year : Drill two exploratory wells to a minimum depth of 2,650 m. each, with a rig capable of drilling to 3,300 m.	2,600,000.00
5th Year : Drill two exploratory wells to a minimum depth of 2,650 m. each, with a rig capable of drilling to 3,300 m.	2,800,000.00
MINIMUM TOTAL INVESTMENT	7,200,000.00

**In the event that surveys to date in the course of the second year indicate, in the opinion of the Corporation, the desirability of drilling a deep test to a minimum depth of 2,650 metres the Corporation shall have the right to commence such drilling at any time after the thirteenth month of the Agreement. Nevertheless the Corporation must fulfill its obligation to invest the sum of $ 250,000.00 during the second year in seismic surveys etc. as above in the concession area.

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

	U.S $
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 fourteenth year from the effective date of this Agreement) per square kilometer	3,000

3. a) Any amounts invested by the Corporation in its exploration and development operations under this Agreement in the initial two-year period and the following renewal years, mentioned under 1 of this Article, in excess of its investment obligations for each of these years shall be credited against the investment obligations of the following year or years. Any amounts invested by the Corporation in its exploration operations under this Agreement during any one of the periods of three years, mentioned in item 2 of this Article in excess of the specifically mentioned investments for the 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 years or periods mentioned in this Article the Corporation has failed to invest in its exploration and, in the case of its development operations under this Agreement, the above - mentioned obligatory amounts, which shall include any credit as provided for in a) above, the Corporation shall pay in cash to the Greek State the difference between the obligatory amount for that year or period and the amount actually invested during the same year or period. These payments shall be effected not later than three months after the end of the corresponding year or period, and such payments shall be deemed to constitute complete compliance by the Corporation with its investment obligations for the corresponding year or period.

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

b) For the purpose of item 4, sub-item a) only : Organization expenses shall be taken to be all expenses incurred in connection with the formation of the Corporation and the negotiation of this Agreement prior to the date of its ratification through Law.

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

General expenses shall be taken to include :

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

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

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

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

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

6. Representation expenses of the entire personnel in Greece.

c) If at any time the Corporation purchases drilling rigs for the purpose of carrying out deep exploration and development wells in accordance with details agreed by this Agreement capable of reaching the depth defined in Article 4, item 5, the Corporation shall have the right to credit against the investment obligations mentioned in this Article not more than 20 per cent of the purchase price (including cost of transportation to Greece) provided this amount does not exceed normal rental for this type of rig per calendar year, beginning with the calendar year when the rig is used for the first time in Greece until such time when the total purchase price is so credited.

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

Article 4.

Working Obligations - Exploration

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

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

3. During the period from the end of the second to the end of the fourth year, at least two additional deep exploration wells shall be drilled.

4. During the period from the end of the fourth to the end of the fifth year at least two 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 3,300 meters, unless seismic information shows the sedimentary formations to be drilled require a rig with a greater depth capability.

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

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

8. A deep exploration well shall mean a well of a depth of not less than 2,650 meters measured from the rig's rotary table provided, however, that for the purposes of this Article the following wells shall be deemed to be deep exploration wells :

a) Any exploration well in which a discovery of hydrocarbons is made at any depth of less than 2,650 meters in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation and provided the Corporation makes the notification foreseen in Article 5, item 1 of this Agreement on the basis of this discovery.

b) Any exploration well in which the crystalline or granite basement is encountered at any depth between 750 meters and 2,650 meters. If, however, the crystalline or granite basement is encountered at any depth before the well has reached 750 meters, such exploration well shall not be deemed to be a deep exploration well, and in this case the Corporation shall have to drill one additional well, which shall have to be drilled to a depth of 2,650 meters, or until discovery of hydrocarbons, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the circumstances arise which are foreseen under c) below, whichever of those three events occurs first.

c) Any exploration well with respect to which the Greek State and the Corporation agree that further drilling is not justified. If this agreement is reached before the well has reached the depth of 750 meters, then such exploration well shall not be deemed to be a deep exploration well and the Corporation shall have to drill one additional well to a depth of 2,650 meters, or until discovery of hydrocarbons in it, as under a) above, or until the crystalline or granite basement is encountered in it at any depth, or until the Greek State and the Corporation agree that further drilling of this well is not justified, whichever of these three events occurs first.

In the cases foreseen under b) and c) above, the meterage drilled in the original well added to the meterage of the replacement well shall not be less than 2,650 meters. If the condition provided for in the preceding sentence is not complied with within the established time limits, the Corporation shall be obligated to pay to the Greek State an amount of U.S. dollars 350 for each meter by which the total added meterage of the original and of the replacement well falls short of 2,650 meters. Upon the payment of this amount the original and the replacement well taken together shall be deemed to be one deep exploration well under the terms of this Article.

9. If the Corporation wishes to discontinue the drilling of any one of its exploration wells at any depth, without having discovered hydrocarbons in it, and to a-

bandon said well, the Corporation shall have the right to do so in its own free judgment, under reservation of the replacement through another well as stipulated in this Article. However if in this case the Greek State has serious technical reasons to believe that hydrocarbons could be discovered in this well at a greater depth, then the Greek State shall have the right to request the Corporation to continue the drilling of this well, provided this request is made to the Corporation before the rig is removed from the location and provided further that the Greek State shall not have the right to request that this well be drilled beyond the depth capability of the rig.

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

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

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

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

d) In case hydrocarbons are discovered in the above-mentioned well during this additional drilling in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation, then the Corporation shall have the right to apply for and receive a Development Concession with respect to this discovery as stipulated in Article 5 of this Agreement, it being understood however that in this latter case the Corporation shall have to pay to the Greek State thirty days after the Corporation notifies the declaration foreseen in items 1 and 2 of Article 5 an amount which shall be equal to the double of all the amounts charged by the Corporation to the Greek State for this additional drilling (plus interest at the rate of 10 per cent per annum), all of which amounts so paid shall be included as expenditures of the Corporation in satisfaction of its obligations under Article 3.

Article 5.

Right of the Corporation to Receive Development Concessions : Number and Duration of Same

1. If during any time when the Corporation holds exploration areas under this Agreement a discovery of hydrocarbons in quantities which in the Corporation's opinion would ensure an economically profitable operation for the Corporation (commercial production), is made in an exploration well drilled in any such exploration area, the Corporation, after having submitted satisfactory proof of such discovery to the Greek State, shall have the right to select an area, referred to throughout this Agreement as «Concession» or «Development Concession» with the discovery well located within it, under the terms of items 2, 3 and 4 of this Article and in accordance with the procedure for notifying the declaration foreseen in Article 11 of Law 3948/1959.

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

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

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

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

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

Article 6.

Development and Production of the Corporation Obligations

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

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

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

a) is technically unsound ; or

b) is detrimental to the scope of maximum economic ultimate recovery; or

c) is uneconomic, i.e., does not ensure a profit to the Corporation from its operations.

4. In case the Greek State finds that the development drilling and producing operations of the Corporation

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

Article 7.

Authorized Operations of the Corporation & Restrictions

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

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

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

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

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

6. The Corporation shall also have the right exclusively for the fulfillment of its operations under this Agreement to reclaim lands or create islands within the exploration areas at any time held by it under this Agreement, provided permission to do so is obtained from the General Staff of the Navy, which permission shall not be unreasonably withheld.

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

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

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

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

b) Navigation in the Limnos Island area should not be unfavorably affected.

c) Operations in alignments of Radio Sea Lights etc. shall be prohibited, and any floating means to be eventually used should comply with the rule of avoiding collisions at sea.

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

e) Operations can be discontinued indefinitely should such action be considered necessary for reasons of National Security, and the installations in use shall be removed from the area until such time as the reasons causing discontinuation of operations will have disappeared, without any obligation for indemnity on the part of the State, provided, however, that any such interruption or discontinuance of operations shall be considered to have been caused by force majeure under Article 25 of this Agreement.

Article 8.

Stremmatikos Payment

The Corporation is obligated to pay to the Greek State a Stremmatikos of 1,000 Drachmae per annum per square kilometer of the area of all development concessions at any time held by the Corporation under this Agreement. The payment of this Stremmatikos will start from the moment the Corporation becomes the lessee of a concession.

Article 9.

Royalties

1. The Corporation shall pay to the Greek State a royalty of 14 (fourteen) % on all hydrocarbons (crude oil, natural gas and natural gasoline) produced and measured by it as per item 3 of this Article in the course of its operations under this Agreement, freed from water and foreign substances.

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

2. The royalty on crude oil and natural gas shall

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

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

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

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

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

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

7. Prior to the time when the Corporation becomes an exporter of indigenous crude oil and establishes a posted price in Greece the amount of cash to be paid to the Greek State as royalty shall be calculated applying the price paid by the Greek State Refinery or other refineries existing in Greece for crude oil purchased by them from the Corporation, as such is specified in Article 12, item 9 a).

From the time the Corporation becomes an exporter of indigenous crude oil and establishes a posted price in Greece, the amount of cash to be paid to the Greek State as royalty on crude oil by it in Greece shall be calculated applying said posted price, as such is specified in Article 12, item 9 b).

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

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

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

Article 10.

Taxes

1. The Corporation shall be subject as if it were a Société Anonyme to the income tax for limited stock corporations at a fixed rate of 50 per cent on the net profits derived from its operations during a business period and determined as set forth in item 7 of this Article, whatever the rate in force from time to time for other corporations may be. From the amount of income tax for a business period computed in accordance with this Article there shall be subtracted the amount of the royalties paid during the business period either in cash or in kind pursuant to Article 9 of this Agreement and, from the time the Corporation has net income from the concession, the amounts of Stremmatikos payment pursuant to Article 8 of this Agreement in order to arrive at the net amount of income tax to be paid by the Corporation in respect of the business period. It is agreed that the royalties provided for by Article 9 of this Agreement are to be paid on any production of hydrocarbons whether the Corporation's operations result in a net profit or loss. It is further agreed that the royalty and tax rates set forth in Article 9 and 10 of this Agreement shall remain unchanged for the duration of this Agreement, and that the subtraction of the royalties from the income tax will remain unchanged during this Agreement and the Corporation in the consideration of such undertakings agrees and declares that during this Agreement or any time afterwards it shall not intend to raise any objection or dispute as to the rate of 50 per cent on the net profits as provided herein above, and it will accept in all cases the contractual effectiveness and validity of this clause.

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

3. Excepting the mining surface fee (Stremmatikos) provided for in Article 8 of this Agreement, the royalties provided for in Article 9 of this Agreement and the tax on its net profits provided for in item 1 of this Article, the Corporation, its property, operations and rights, its income from operations under this Agreement, as well as any machinery, spare parts, accessories, tools,

and materials of any kind imported from abroad for the carrying out of the Corporation's operations under this Agreement (with the exception of fuel of any kind) as well as the hydrocarbons produced by the Corporation under this Agreement (with the exception of refined preducts of any kind), shall be exempted from all taxes, whether direct or indirect or of whatsoever kind or nature, duties, fees, withholdings, fiscal stamps or contributions, or any other special assessments, whether levied regularly or which might be levied occasionally for special purposes, in favor of the Greek State, or any Greek authority or legal entity, and, in general, of any third party, except of contributions clearly for services or rights (retributory contributions) to social security funds of any kind.

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

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

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

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

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

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

7. The term «net profits» of the Corporation as used in this Article shall mean in respect of each business period the profits shown after deducting from the gross receipts of the Corporation derived from its operations under this Agreement all costs, expenses and charges incurred by it in its operations under this Agreement whether incurred inside or outside Greece. The costs, expenses and charges referred to in the preceding sentence and in item 5) of this Article shall include but not be limited to, those set forth in Schedule B of this Agreement and shall be permitted as deductions irrespective of restrictions in force or to be imposed relative to the deduction thereof. The expenses outside of Greece, after the commencement of commercial production, as set forth in a) and b) hereinbelow, are not to exceed 10 per cent of the total yearly expenditures of the Corporation inside of Greece :

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

b) Expenditures for services under item 1 a) of Schedule B and sales expenses under item 1 d) of Schedule B which are performed for the Corporation outside of Greece by other companies which are controlled directly or indirectly by Ada Oil Exploration Corporation or any of its affiliated companies.

The above costs, expenses and charges shall not include, however, the royalties provided for in Article 9 of this Agreement. Gross receipts shall include the actual receipts from sale of produced hydrocarbons. The price for crude oil sold for export shall be that actually charged FOB sea terminal. Gross receipts for domestic sales of crude oil shall be the actual receipts. The determination of the gross receipts and the costs, expenses and charges shall be in accordance with accounting practices and principles as generally accep ed in the international petroleum industry.

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

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

b) The auditing of the books of the Corporation will be made in accordance with Greek laws.

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

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

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

f) The remaining provisions of legislation in force

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

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

Article 11.

Import and Export of Machinery, Equipment and Materials

1. The Corporation shall have the right to import from abroad and to use for its operations under this Agreement all machinery and equipment, including any spare parts thereof, and any materials of whatever nature, which in the judgment of the Corporation are necessary and best suited for the carrying out of its operations. The present Agreement is in lieu of any necessary 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 1 above, except fuels and lubricants, but including vehicles, marine vessels and platforms, whether self-moving or not, upon which machinery, instruments, cranes or any other kind of accessories necessary for the operations of the Corporation are fixed, as well as the relative tractors, and finally, jeeps or equivalent vehicles of whatever kind not exceeding six at the beginning of operations and then one for each calendar year, shall be exempt from import and customs duties and all other taxes, charges, fees and stamp duties.

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

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

Article 12.

Domestic Consumption and Exports

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

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

3. After the Corporation has commenced the commercial production as defined in Article 5, item 1 of this Agreement of crude oil in Greece, the Corporation shall have the obligation to supply indigenous crude oil, to the extent the Corporation has sufficient suitable indigenous crude oil therefor, to the Greek State Refinery and any other refinery existing and operating in Greece at the time of the Corporation's initial commercial discovery of indigenous crude oil with the amount of crude oil which each such refinery may require, from time to time, for the manufacture of petroleum products which each such refinery has the right or obligation to supply for domestic consumption.

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

4.a) The Corporation shall have the right at any time to export any production that is in excess of the amounts which the Corporation has the obligation to supply under item 3 of this Article freely in any manner and by any means and under any conditions determined by it without any special licence but under normal commercial practice in each instance and without paying any export duties or other taxes, duties and charges, and to retain the proceeds of such exports abroad as stated in detail in Article 13. In exercizing this right the Corporation shall endeavor to export quantities of crude oil produced by it in excess of those stipulated under item 3 above, provided that suitable markets for such quantities are available to the Corporation. The Corporation will notify the Greek State in writing when such markets are not available to it, at which time the Greek State may arrange to purchase or to be purchased the excess crude at posted price provided mutually satisfactory terms and conditions including duration of such purchase arrangements are agreed upon by the Corporation and the Greek State, however, within the limitations of Article 6, item 3.

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

its choosing. To the extent that the Greek State transfers its rights to such crude oil to one or more domestic refineries, the respective obligations of the Corporation and the refineries to supply and purchase indigenous crude oil shall be reduced in each case by the amount of crude oil so transferred to each refinery by the Greek State.

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

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

a) That from and after the effective date of this Agreement and at all times during the validity of any presently existing contracts for the supply of crude oil to the Greek State and any extensions or substitutions thereof, every possible effort shall be made within the limitations of said contract or contracts to ensure the priority of purchase at the earliest possible time by the Greek State Refinery of any suitable indigenous crude oil produced by the Corporation up to the total throughput of said refinery.

b) That from and after the effective date of this Agreement the Greek State shall exercise every effort to ensure, insofar as existing contractural obligations shall permit, that all new contractural obligations for the supply of crude oil or products and all extensions, renewals, or substitutions of either presently existing or future crude oil or product supply contracts shall contain every reasonable and lawful provision which is within the power of the Greek State to permit the utilization of the amounts of indigenous crude oil as defined in item 3 of this Article in Greek refineries at the earliest possible time after commercial crude oil production begins. However, the provisions of item 6 (b) will not apply to product supply contracts that are for periods of one year or less which are signed prior to the commencement of production of crude oil in commercial quantities.

c) If, despite exercizing its best efforts, the Greek State is prevented from achieving the objective foreseen in item 5 and item 6 paragraphs a) and b) of this Article, the Greek State shall nevertheless be obligated to ensure that the Greek State Refinery and the other domestic refineries purchase an amount of suitable indigenous crude oil produced by the Corporation equal to at least thirty per cent of the throughput of the Greek State Refinery.

d) Notwithstanding what is stated above in this item 6, the Corporation shall not possess any right either legal or by anyway arising out of the terms of this Agreement to interfere, oppose, or ask the Greek State to modify or change in any manner the terms of the Agreement regarding the supply of crude oil or products or the establishment of refineries in Greece which the Greek State has concluded up to the date of this Agreement or will probably conclude in the future prior to the date when the Corporation notifies the Greek State that it has discovered suitable crude oil in commercial quantities or subsequent to such date so long as the Greek State provides for utilization in Greek refineries of the amounts of such crude oil produced and delivered to the Greek State up to maximum of the obligations defined in this item 6.

7. Should there be any other producers of suitable crude oil in Greece at any time during the validity of this Agreement, then the obligation of the Corporation to supply and the obligation of the Greek State regarding priority purchase of suitable crude oil produced by the Corporation in Greece shall be limited to the percentage participation of the Corporation's production in relation to the total production by all producers of suitable crude oil in Greece.

8. If the Greek State notifies the Corporation with supporting data that the indigenous crude oil produced by the Corporation is unsuitable for use in the Greek State Refinery or the other pre-discovery refineries, then the obligation of the Greek State to ensure that the indigenous crude oil is given priority of purchase by the Greek State Refinery and pre-discovery refineries and the obligation of the Corporation to supply said refineries with indigenous crude oil, would both be contingent upon a mutually satisfactory arrangement whereby the primary objective set out in item 1 above would be achieved. If no such mutually satisfactory arrangement can be achieved, then the respective obligations of the Greek State and the Corporation, as stated above, shall come to an end until such time as such crude oil or other crude oil produced in Greece by the Corporation becomes suitable for use in the Greek State Refinery and other refineries, provided, however, that the Greek State agrees that it will cause the Greek State refinery and other refineries existing in Greece to purchase such unsuitable oil to the extent that it can be utilized in the refineries, provided that in this case the operation of said refineries does not result in any hardship for them. In addition, the Greek State agrees to extend its fullest cooperation in promoting the use of such unsuitable crude oil as a fuel substitute in industries in Greece.

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

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

prevailing in the Mediterranean area at that time after considering the quality characteristics and location of crude oil being exported.

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

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

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

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

Article 13.

Foreign Exchange

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

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

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

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

3. a) The Corporation shall also have the right to retain abroad, and freely to dispose of, all currency proceeds that are surplus to the Corporation's cash operating requirements in Greek currency, including but not limited to the proceeds from the issuance of stock, any form of loans and other advances, foreing 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 over the Corporation's cash operating requirements in Greek currency, then the Corporation shall exchange for Greek currency, through banks or agents officially authorized to deal in Greek currency and foreign exchange, U.S. dollars or foreign currency freely convertible into U.S. dollars in amounts sufficient to meet its cash operating requirements in Greek currency.

c) Notwithstanding the provision in the preceding sub-item b) of this item 3, the Greek State will permit the Corporation to make remittance to Greece in currencies not freely convertible to U.S. dollars provided:

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

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

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

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

5. For the purposes of this Agreement, Drachmae revenues surplus to the Corporation's cash operating requirements in Greek currency and Drachmae surplus funds shall mean all Drachmae funds not needed to cover the Corporation's cash obligations due and payable within

the ensuing 30 day period in Greek currency of local operating expenses, stremmatikos, tax and royalty payments and other local currency obligations.

6. The Bank of Greece, through banks or agents officially authorized to deal in Greek currency and foreign exchange, shall make available the amount of U.S. dollars or other currencies convertible into U.S. dollars required by the Corporation to remit Drachmae surplus funds from Greece. Such foreign exchange will be made available promptly and without any delay whenever the funds are applied for, upon the attestation by the Corporation that the proposed conversion represents a remittance of funds surplus to the Corporation's cash operating requirements for the ensuing 30 day period in Greek currency. However, the Corporation shall undertake to furnish the Bank or its authorized agents with such weekly and monthly statements as may be required by the Bank of Greece or its anents to confirm that the remittances of funds effected by the Corporation in the period under revew represent remittances of Drahmae surplus funds under the terms of this Agreement.

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

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

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

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

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

Article 14.

Other Obligations of the Corporation

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

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

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

3. In the interest of a regional and nation-wide correlation by the Scientific Service of the Greek State of data and information obtained by the various holders of exploration areas and concessions throughout Greece, the Corporation shall submit in duplicate to the Greek State all scientific data collected during its operations including data and interpretations from the Corporation and contractors, provided, however, all proprietary information of the Corporation and Ada Oil Company and its subsidiaries and affiliates, and any conclusions and interpretations arrived at by employees of these corporations through the study of the factual data shall be communicated to the Greek State solely at the discretion of the Corporation. The werds all scientific data is meant to include the following :

A) For the Seismic Research :

1. Complete series of seismic record section displays for all seismic profiles measured.

2. Complete results of velocity determinations by refraction method.

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

4. Technical report on field methods employed.

B) For the Drilling Exploration :

1. Weekly progress bulletin covering drilling operations.

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

3. Continuous series of cuttings.

C) For the measurements within the drilled area :

Schlumberger (The different loggings).

Copies of recordings for the following measurements within the drilled area :

1. Electrical resistivity logging.
2. Self–potential logging.
3. Gama Ray and neutron logging.
4. Speed of seismic waves (velocity logging).
5. Laterolog–Microlaterolog.
6. Dip strike logging.

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

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

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

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

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

Article 15.

Occupation of Land, Right of Way, Right to Use Water and Building Materials

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

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

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

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

The Corporation has furthermore the right to use, in compliance with the relative provisions of Article 12 of Law 1540/1938, of Law 2344/1940 regarding sea and shores and of any other applicable laws, locations in port zones, on shores and in bays necessary for the unhindered loading and unloading of materials and hydrocarbons and their storing as well as to create installations necessary for such purposes on piers, quays and bays as well as in the sea after obtaining the approval of the General Staff of the Navy, which shall not be unreasonably withheld.

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

Article 16.

Use of Contractors

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

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

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

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

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

Article 17.

Employment of Greek and foreign personnel

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

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

3. The foreign employees of the Corporation shall be subject to the payment of Greek Income Tax after they have resided continuously for six months in Greece, only on the salary which shall be paid to them by the Corporation for services rendered in Greece. The salary to be taxed, whether paid in Greece in Drachmae or abroad in foreign currency, shall be that shown as an expense in the Corporation's books. In addition, these employees shall be entitled to the benefits of Law 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 the Corporation shall pay all other Greek taxes in accordance with legislation from time to time in force.

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

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

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

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

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

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

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

Article 18.

Books of the Corporation

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

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

Article 19.

Managerial and Administrative Freedom

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

Article 20.

Surrender

1. At any time during the validity of this Agreement the Corporation shall have the right to surrender vo-

luntarily to the Greek State all or any part of any or all exploration areas at that time held by the Corporation, provided, however, that if only a part of an exploration area is surrendered such part shall measure not less than fifty square kilometers.

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

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

Article 21.

Fines and Forfeiture
Termination of Agreement by Expiration

Fines

1. As a penalty for the transgression of any of the terms of this Agreement and for the non - compliance with the Corporation's obligations under it, except as otherwise provided for in this Agreement, the Greek State may, thirty days after having given a written warning to the Corporation, at any time during the validity of this Agreement, impose fines on the Corporation, which shall range from U.S. dollars 1,000 to U.S. dollars 5,000 for each transgression, provided, however, that in case of repetition of the same transgression after the Corporation has received written warning from the Greek State, the fine for such repeated transgression may go up to U.S. dollars 10,000 and provided further that in the cases specified herebelow a) to f) the fine may reach up to U.S. dollars 300,000 ; these cases are limited to the following :

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

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

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

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

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

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

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

Forfeiture

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

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

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

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

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

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

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

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

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

Expiration

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

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

Article 22.

Disposal of Corporation's Property

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

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

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

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

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

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

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

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

7. All amounts in Drachmae obtained by the Corporation through the free disposal of its movable and immovable property and of any rights of any nature, located in Greece, in pursuance of item 2 of this Article, shall be convertible into U.S. dollars at the rate and under the conditions stipulated in Article 13.

Article 23.

Transfers

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

a) to another Corporation controlled by the assignor; or

b) to another Corporation controlled by Ada Oil Exploration Corporation or by another Corporation controlled by Ada Oil Exploration Corporation; or

c) to one or more limited partnerships formed under the laws of a State in the United States designating Ada Oil Exploration Corporation as a general partner, the aforementioned partnership to be subject as a legal entity to taxation exclusively in accordance with Article 10 herein and at the rate stated therein and its partners to enjoy all exemptions provided by Clause 4 of the same Article and not to be deemed to be established in Greece by reason of the partnership's activity there; or

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

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

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

Article 24.

Applicable Laws

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

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

3. Should such a conflict exist, either today or in the future, the terms and conditions of this Agreement shall prevail and the stipulations of the above mentioned Laws and Regulations which are in conflict with the terms and provisions of this Agreement shall have no effect as far as the Corporation and its operations and property in Greece are concerned.

Article 25.

Force Majeure

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

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

Article 26.

Arbitration

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

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

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

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

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

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

Article 27.

Use of State Owned Property

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

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

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

c) in virtue of any kind of contractual arrangements between the Greek State and the Corporation to be concluded during the course of the Corporation's operations, the Corporation shall be obligated to take care of this property as if it were its owner and safeguard the interests of the Greek State with regard to such property against the claims of any third parties.

Article 28.

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

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

Article 29.

Guarantee

1. The Corporation is obliged to deliver to the Greek State (Directorate of Mines of the Ministry of Industry) within fifteen days from the signature of this Agreement a letter of guarantee of a recognized Bank in Greece 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 the Corporation and all its outstanding financial obligations towards the Greek State for a period of five years from the effective date of the Agreement and the Corporation, without any notice, shall be obligated to renew at least every five years said Guarantee during the entire period of the validity of agreement and until it shall expire or be terminated. Unless a new letter of guarantee for the same amount is furnished the Greek State by a recognized bank in Greece at least two months prior to expiration of the valid letter of guarantee this Agreement will expire at the date of expiration of the valid letter of guarantee. The above mentioned amount can be cashed in whole or in part for amounts which have become finally payable by the Corporation in accordance with the terms of this Agreement, provided one month at least has lapsed from the date on which such amounts have become payable.

In case for any reason whatsoever the original amount of the above guarantee becomes less than U.S. dollars 300,000 (three hundred thousand) the Corporation shall have to re-instate the guarantee in its original amount at the latest within three months from the date on which it becomes less than U.S. dollars 300,000 (three hundred thousand) under the penalty stipulated in sub-item d) item 3), Article 21. Such guarantee will remain in force under the above mentioned conditions even in case that a transfer takes place in accordance with Article 23, item 1), sub-items a) and b), of this Agreement.

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

Article 30.

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 31.

Effective Date of Agreement

1. The present Agreement is subject to the timely deposition of the guarantee referred to in Article 29 and its ratification by the legislative authority, after which and following the effective date of the Law ratifying it, its effect and consequences commence.

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

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

Article 32.

Communications

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

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

Ministry of Industry
General Directorate of Mines
Athens, Greece

b) for communications of the Greek State to Ada Oil Exploration Corporation :

Socrates Vekris
Filellinon 19
Athens, Greece

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

In case of revocation of the afore-mentioned agent,

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

Article 33.

Letter of Technical and Financial Assistance

ADA OIL EXPLORATION CORPORATION declares that its sole shareholder, ADA OIL COMPANY, through the initiative of which it has been organized, has taken full cognizance of the terms of the present Agreement.

By means of a separate letter addressed to the Greek State in accordance with the draft of this letter prepared by the Greek State and the Corporation and initialled today by them, ADA OIL COMPANY in accordance with detailed statements included in such letter, undertakes the obligation, provided the present Agreement is ratified by Law, to give for the duration of the present Agreement ADA OIL EXPLORATION CORPORATION or, in case of transfer, to the transferee mentioned in Article 23, item 1), sub-items a), b) and c) of this Agreement all necessary technical and financial assistance for the fulfillment of the purposes of the present Agreement and the keeping of its obligations deriving therefrom towards the Greek State as stated more specifically in the above draft letter.

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

Article 34.

Protection of Investment Under Legislative Decree 2687/1953

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

Article 35.

Cash Payments to the Greek State

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

Article 36.

Good Execution of Agreement

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

The parties expressly agree that the provisions of this Agreement shall govern the rights and obligations of the parties in carrying through the exploration and exploitation of hydrocarbon deposits in the area of the off-shore Island of Limnos and that this Agreement embodies the entire understanding of the parties hereto and that there are no further agreements or understandings written or oral, other than the conditions of this Agreement and annexes thereto.

2. The parties hereto further agree that no provisions of this Agreement shall be amended, supplemented or replaced except by mutual agreement between the parties confirmed in writing and signed by the lawful representatives of the contracting parties.

Article 37.

Valid Texts

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

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

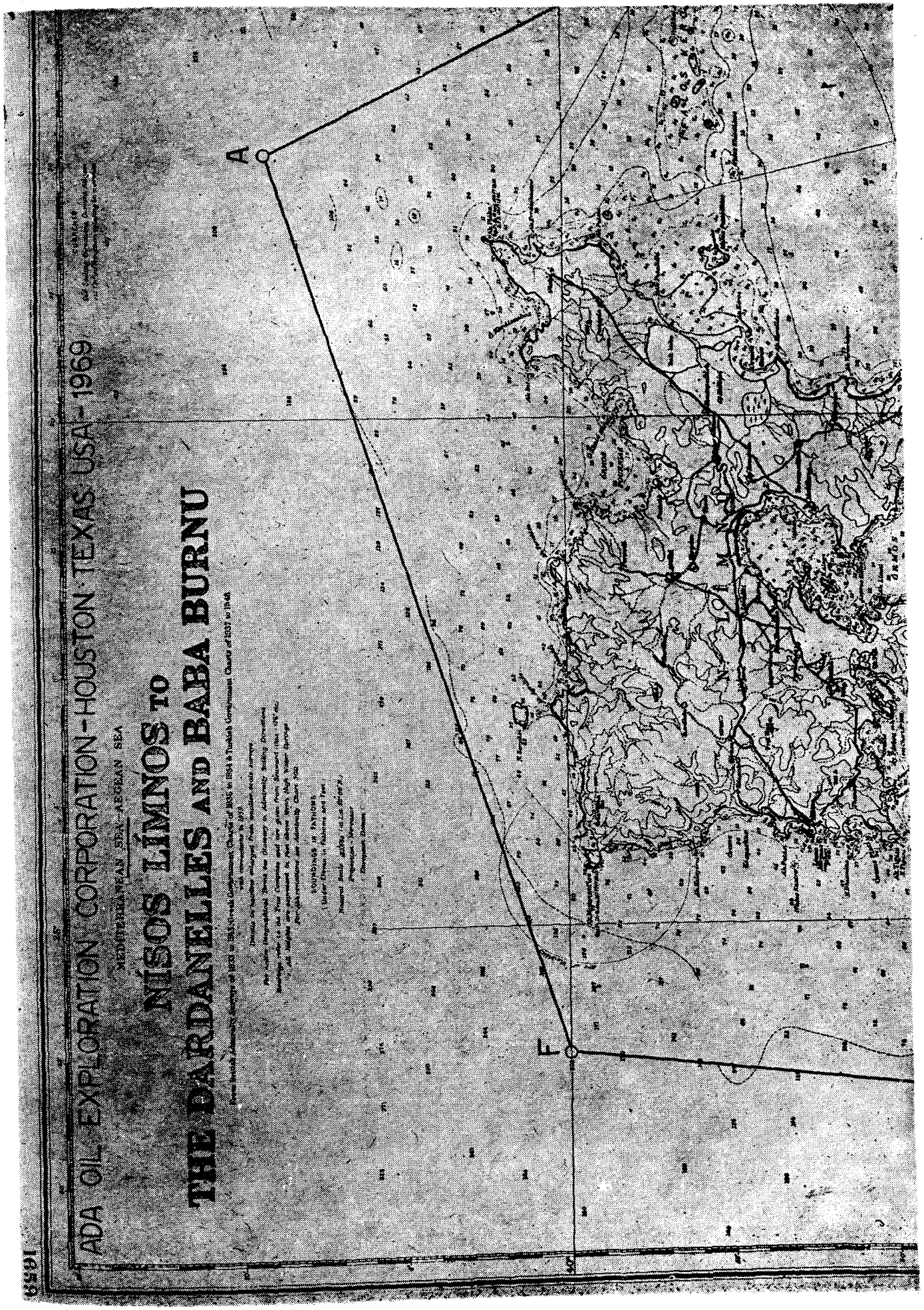
Athens 19th December 1969

For the Greek State

C. KYPRAIOS
Minister of Industry

For the Corporation

Ada Oil Exploration Corporation
E. J. ATHENS
Special Attorney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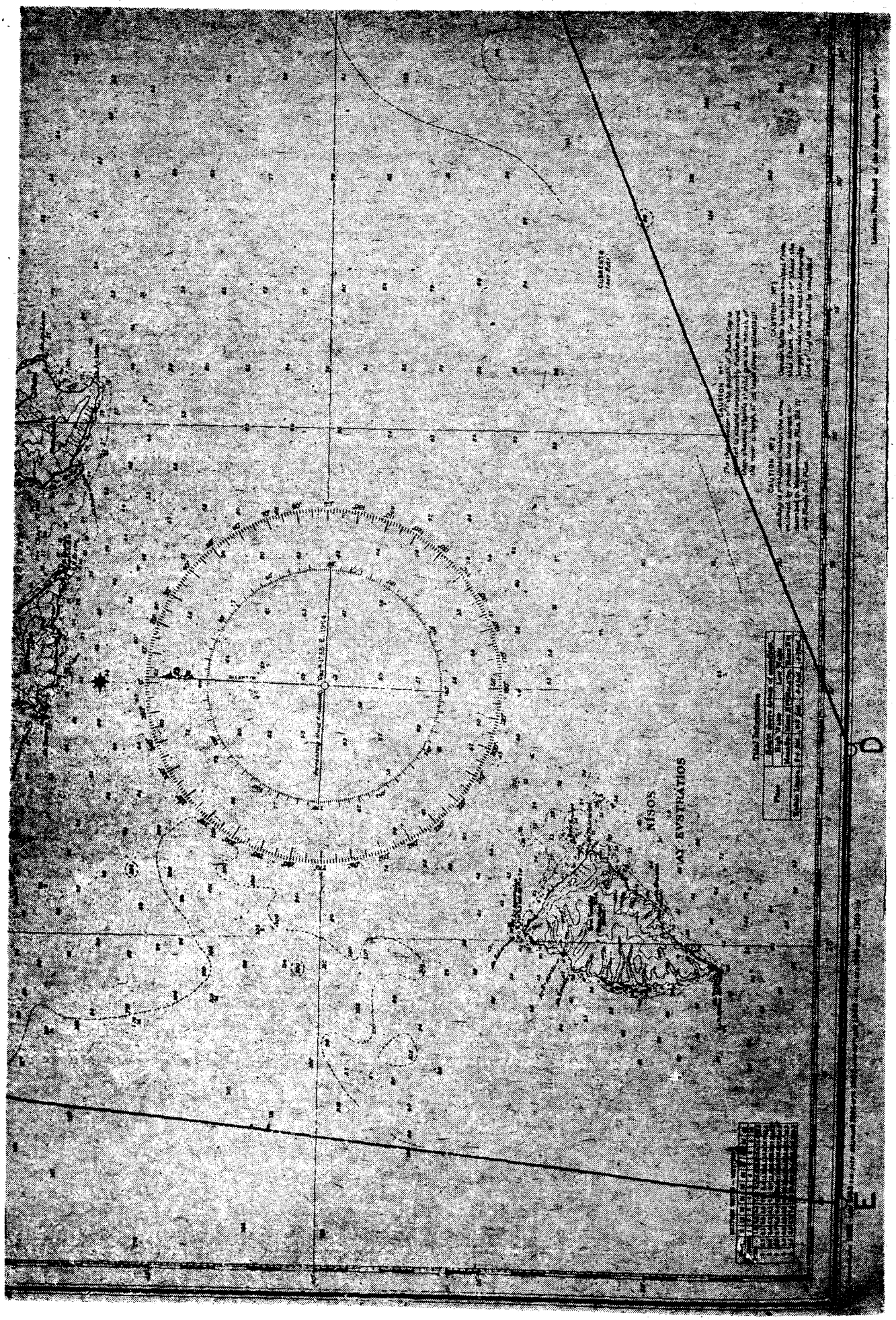
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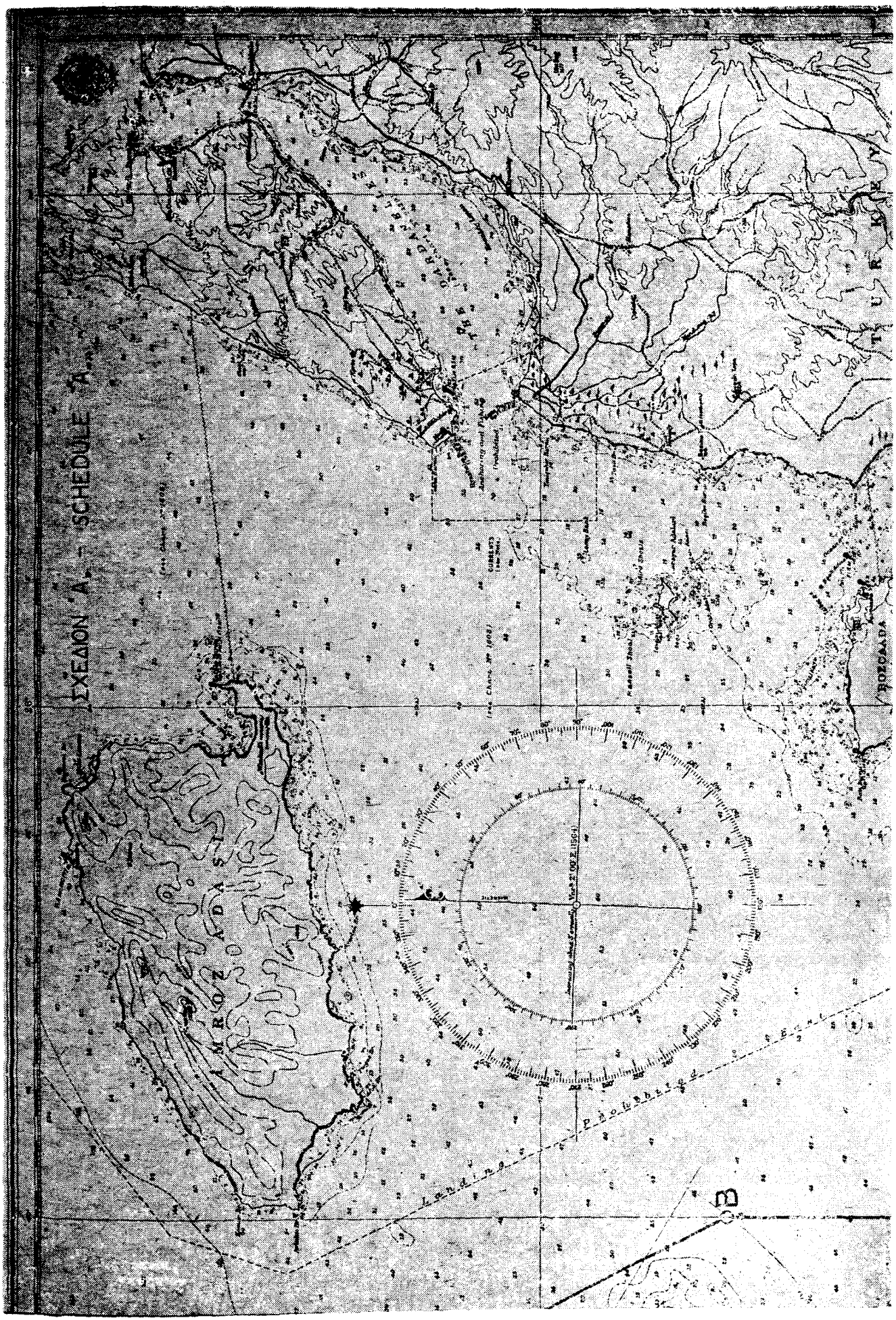
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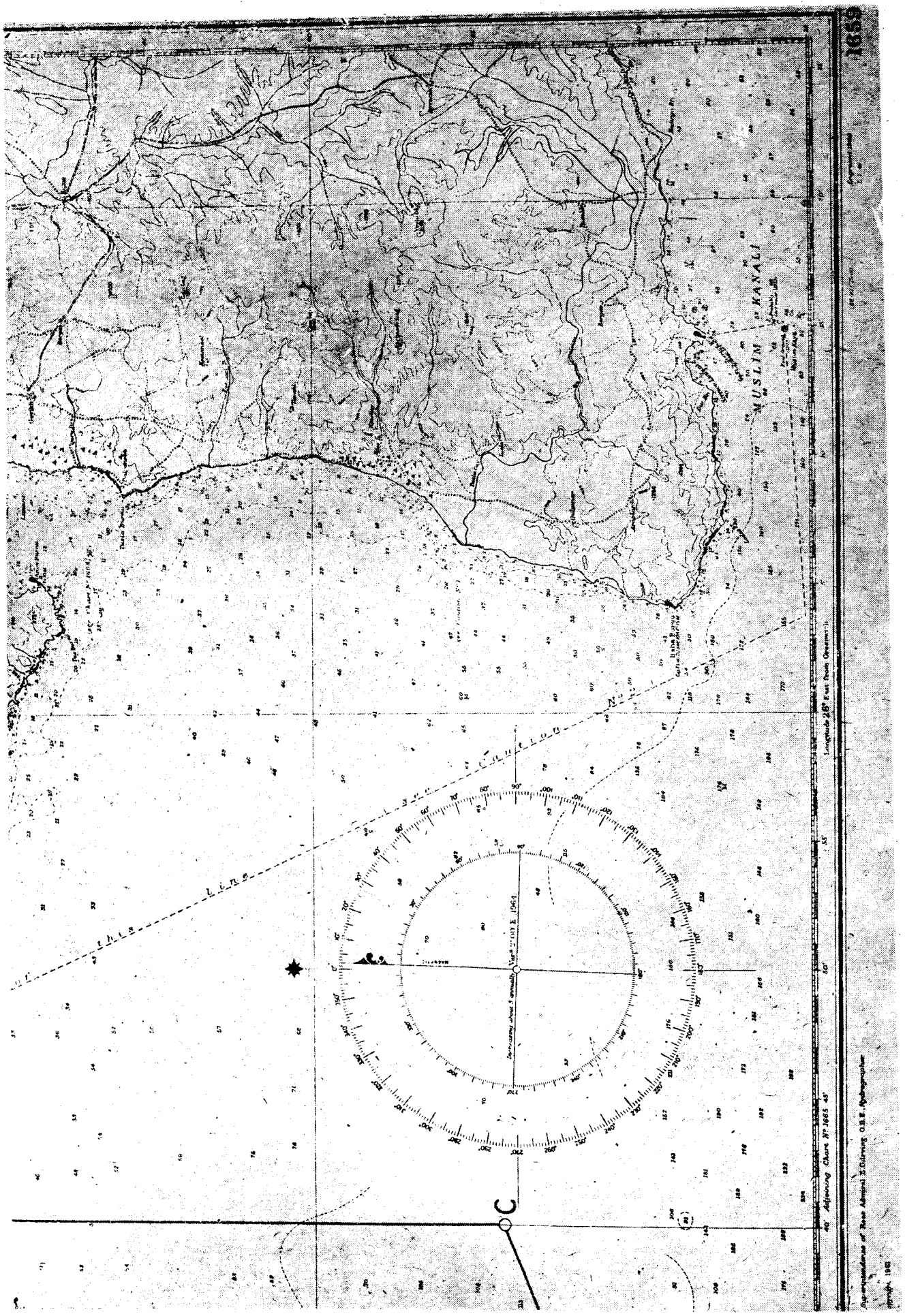
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SCHEDULE B

Costs, Expenses and Charges

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

a) The cost 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 aassets (e.g. purchase of drill) of 20 per cent per annum and allowance for amortization of 33 1/3 per cent per annum of expenditures that do not result in the acquisition or creation of physical assets (e. g. expenditures for the drilling of wells, expenditures for geophysical research). Amortization for buildings in big towns is limited to a percentage of 5 per cent per annum and that for pipelines for the transportation of hydrocarbons to 10 per cent per annum. Any more favorable amortization percentages or other taxation incentives in force, or to be imposed or granted in the future, will not be applicable in this case, except if these apply to similar enterprises.

d) Allowance for expenses on sale of hydrocarbons, including brokerage and selling services expenses.

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

f) Interest on indebtedness to be limited to two-thirds (2/3) of all interest paid on all amounts of loans and other financing by the parent company or affiliated companies and or any third parties, with interest rates to be reasonable and in conformity with normal international monetary standard conditions.

g) Remuneration and rewards for services by others, whether

1. accrued or paid directly to them, or

2. accrued or paid to others for their benefit through insurance, pension or other plans.

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

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

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

k) The Stremmatikos payment provided for in Article 8 of this Agreement, during those periods prior to the first period in which net income is realized by the concessionaire.

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

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

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

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

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

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

Athens, 19th December 1969

For the Greek State — For the Corporation

Ada Oil Exploration Corporation

C. KYPRAIOS
Minister of Industry

E. J. ATHENS
Special Attorney

Η ΔΙΕΥΘΥΝΣΙΣ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ

ΓΝΩΣΤΟΠΟΙΕΙ ΟΤΙ:

Ἀπὸ 1 Ἰανουαρίου 1966 ἡ ἐτησία συνδρομὴ τῆς Ἐφημερίδος τῆς Κυβερνήσεως, ἡ τιμὴ τῶν τμηματικῶς πωλουμένων φύλλων αὐτῆς καὶ τὰ τέλη δημοσιεύσεως ἐν τῇ Ἐφημερίδι τῆς Κυβερνήσεως, καθωρίσθησαν ὡς κάτωθι:

Α.' ΕΤΗΣΙΑΙ ΣΥΝΔΡΟΜΑΙ

1. Διὰ τὸ Τεῦχος	Α'	Δραχ.	400
2. » » »	Β'	»	350
3. » » »	Γ'	»	300
4. » » »	Δ'	»	500
5. » » »	Πράξεις Νομικῶν Προσώπων Δ.Δ. κ.λ.π.	»	300
6. » »	Παράρτημα	»	200
7. » »	Δελτίον Ἀνωνύμων Ἑταιρειῶν κ.λ.π.	»	750
8. » »	Δελτίον Ἐμπορικῆς καὶ Βιομηχανικῆς Ἰδιοκτησίας	»	200
9. Δι' ἅπαντα τὰ τεύχη, τὸ Παράρτημα καὶ τὰ Δελτία		»	2.500

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

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

1. Διὰ τὸ Τεῦχος	Α'	Δραχ.	20.—
2. » » »	Β'	»	17,50
3. » » »	Γ'	»	15.—
4. » » »	Δ'	»	25.—
5. » » »	Πράξεις Νομικῶν Προσώπων Δημ. Δικαίου κ.λ.π.	»	15.—
6. » »	Παράρτημα	»	10.—
7. » »	Δελτίον Ἀνωνύμων Ἑταιρειῶν	»	37,50
8. » »	Δελτίον Ἐμπ. καὶ Βιομ. Ἰδιοκτησίας	»	10.—
9. » »	Δι' ἅπαντα τὰ τεύχη	»	125.—

Β.' ΤΙΜΗ ΦΥΛΛΩΝ

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

Γ'. ΤΕΛΗ ΔΗΜΟΣΙΕΥΣΕΩΝ

Ι. Εἰς τὸ Δελτίον Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιωρισμένης Εὐθύνης:

Α.' Δημοσιεύματα Ἀνωνύμων Ἑταιρειῶν

1. Τῶν δικαστικῶν πράξεων	Δραχ.	200
2. Τῶν καταστατικῶν Ἀνωνύμων Ἑταιρειῶν	»	5.000
3. Τῶν τροποποιήσεων τῶν καταστατικῶν τῶν Ἀνωνύμων Ἑταιρειῶν	»	1.000
4. Τῶν ἀνακοινώσεων καὶ προσκλήσεων εἰς γενικὰς συνελεύσεις, ὡς καὶ τῶν κατὰ τὸ ἄρθρον 32 τοῦ Ν. 3221/24 γνωστοποιήσεων.	»	500
5. Τῶν ἀνακοινώσεων τῶν ὑπὸ διάλυσιν Ἀνωνύμων Ἑταιρειῶν, κατὰ τὸ Β.Δ. 20/5/1939.	»	100
6. Τῶν Ἰσολογισμῶν τῶν Ἀνωνύμων Ἑταιρειῶν.	»	2.000
7. Τῶν συνοπτικῶν μηνιαίων καταστάσεων τῶν Τραπεζικῶν Ἑταιρειῶν	»	500
8. Τῶν ἀποφάσεων περὶ ἐγκρίσεως τιμολογίων τῶν Ἀσφαλιστικῶν Ἑταιρειῶν	»	300
9. Τῶν ὑπουργικῶν ἀποφάσεων περὶ παροχῆς ἀδείας ἐπεκτάσεως τῶν ἐργασιῶν Ἀσφαλιστικῶν Ἑταιρειῶν, ὡς καὶ τῶν ἐκθέσεων περιουσιακῶν στοιχείων	»	2.000
10. Τῶν περὶ παροχῆς πληρεξουσιότητος πρὸς ἀντιπροσώπευσιν ἐν Ἑλλάδι ἀλλοδαπῶν Ἑταιρειῶν		1.000
11. Τῶν ἀποφάσεων περὶ συγχωνεύσεως Ἀνωνύμων Ἑταιρειῶν	»	5.000
12. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς τοῦ Χρηματιστηρίου περὶ εἰσαγωγῆς χρεωγράφων εἰς τὸ Χρηματιστήριον πρὸς διαπραγμάτευσιν, συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 3 Α.Ν. 148/67	Δραχ.	500
13. Τῶν ἀποφάσεων τῆς Ἐπιτροπῆς κεφαλαιαγορᾶς περὶ διαγραφῆς χρεωγράφων ἐκ τοῦ Χρηματιστηρίου, συμφώνως πρὸς τὰς διατάξεις τοῦ ἄρθρου 2 παρ. 4 Α.Ν. 148/67	»	500

Β.' Δημοσιεύματα Ἑταιρειῶν Περιωρισμένης Εὐθύνης

1. Τῶν καταστατικῶν	Δραχ.	500
2. Τῶν τροποποιήσεων τῶν καταστατικῶν	»	200
3. Τῶν ἀνακοινώσεων καὶ προσκλήσεων	»	100
4. Τῶν Ἰσολογισμῶν	»	500
5. Τῶν ἐκθέσεων ἐκτιμήσεως περιουσιακῶν στοιχείων	»	500

ΙΙ. Εἰς τὸ Δ' Τεῦχος καὶ Παράρτημα

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

Τὸ ὑπὲρ τοῦ Ταμείου Ἀλληλοβοηθείας Προσωπικοῦ Ἐθνικοῦ Τυπογραφείου (ΤΑΠΕΤ) καταβλητέον ποσοστὸν ἐπὶ τῶν τελῶν δημοσιεύσεων ἐν τῷ Δελτίῳ Ἀνωνύμων Ἑταιρειῶν καὶ Ἑταιρειῶν Περιωρισμένης Εὐθύνης ἐν γένει ὡρίσθη εἰς 5%.

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

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

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

3. Ἡ καταβολὴ τοῦ ὑπὲρ τοῦ Τ.Α.Π.Ε.Τ. ποσοστοῦ ἐπὶ τῶν ἀνωτέρω συνδρομῶν καὶ τελῶν δημοσιεύσεων ἐνεργεῖται ἐν Ἀθήναις μὲν εἰς τὸ Ταμεῖον τοῦ ΤΑΠΕΤ (Κατάστημα Ἐθνικοῦ Τυπογραφείου), ἐν ταῖς λοιπαῖς δὲ πόλεσι τοῦ Κράτους εἰς τὰ Δημόσια Ταμεῖα, ὅπερ ἀποδίδεται εἰς τὸ ΤΑΠΕΤ, συμφώνως πρὸς τὰ ὁριζόμενα διὰ τῶν ὑπ' ἀριθ. 192378/3639 τοῦ ἔτους 1947 (RONEO 185) καὶ 178048/5321/31.7.65 (RONEO 139) ἐγκυκλίων διαταγῶν τοῦ Γενικοῦ Λογιστηρίου τοῦ Κράτους. Ἐπὶ συνδρομῶν ἐξωτερικοῦ ἀποστελλομένων δι' ἐπιταγῶν, συναποστέλλεται διὰ τῶν ἐπιταγῶν καὶ τὸ ὑπὲρ τοῦ ΤΑΠΕΤ ποσοστόν.

Ο ΔΙΕΥΘΥΝΤΗΣ

Θ. ΚΩΣΤΟΜΗΤΣΟΠΟΥΛΟΣ