ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ

ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

'Εν 'Αθήναις τῇ 13 Μαΐου 1925 | ΤΕΥΧΟΣ ΠΡΩΤΟΝ | 'Αριθμὸς φύλλου 124

ΔΙΑΤΑΓΜΑΤΑ

Περὶ κυρώσεως συμβάσεως διὰ τὴν ἐκτέλεσιν προσωρινῶν ἔργων ὑδρεύσεως 'Αθηνῶν—Πειραιῶς καὶ τὴν μεταφορὰν τοῦ θαλασσίου ὕδατος εἰς 'Αθήνας.

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ

"Εχοντες ὑπ' ὄψει τὸ ἄρθρον 9 τοῦ νόμου 3316 «περὶ κυρώσεως συμβάσεως διὰ τὴν ὕδρευσιν τῶν πόλεων 'Αθηνῶν, Πειραιῶς κλπ.», τὸ ἄρθρον 47 τῆς ὡς ἄνω συμβάσεως, ὡς καὶ τὴν ὑπ' ἀριθ. 1 τῆς 4 Μαΐου ε. ἔ. πρᾶξιν τοῦ 'Υπουργικοῦ Συμβουλίου, προτάσει τῶν ἐπὶ τῶν Οἰκονομικῶν καὶ Συγκοινωνίας 'Υπουργῶν, ἀπεφασίσαμεν καὶ διατάσσομεν·

Κυροῦμεν καθ' ὅλα αὐτῆς τὰ μέρη τὴν μεταξὺ τῶν αὐτῶν ὡς ἄνω 'Υπουργῶν ἀφ' ἑνὸς καὶ τῆς Τραπέζης 'Αθηνῶν καὶ 'Εταιρείας Ulen & Co ἀφ' ἑτέρου συνομολογηθεῖσαν τὴν 13 Μαΐου ε. ἔ. σύμβασιν διὰ τὴν ἐκτέλεσιν προσωρινῶν ἔργων ὑδρεύσεως 'Αθηνῶν καὶ Πειραιῶς καὶ τὴν μεταφορὰν θαλασσίου ὕδατος εἰς 'Αθήνας ἐξ ἄρθρων 30 εἰς 'Αγγλικὴν γλῶσσαν καὶ ἐν 'Ελληνικῇ μεταφράσει, ἧς τὸ κείμενον ἕπεται κατωτέρω.

Εἰς τὸν ἐπὶ τῆς Συγκοινωνίας 'Υπουργὸν ἀνατίθεμεν τὴν δημοσίευσιν καὶ ἐκτέλεσιν τοῦ παρόντος.

'Εν 'Αθήναις τῇ 16 Μαΐου 1925.

'Ο Πρόεδρος τῆς Δημοκρατίας

ΠΑΥΛΟΣ ΚΟΥΝΤΟΥΡΙΩΤΗΣ

Οἱ 'Υπουργοί

'Επὶ τῶν Οἰκονομικῶν **Κ. Γκότσης**

'Επὶ τῆς Συγκοινωνίας **Ι. Βαλαλᾶς**

ΣΥΜΒΑΣΙΣ

μεταξὺ τῆς

ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝ. ΔΗΜΟΚΡΑΤΙΑΣ

καὶ τῶν κυρίων

ΓΙΟΥΛΕΝ καὶ ΣΥΝΤΡΟΦΙΑ

διὰ τὴν

ΕΚΤΕΛΕΣΙΝ ΠΡΟΣΩΡΙΝΩΝ ΕΡΓΩΝ ΥΔΡΕΥΣΕΩΣ ΑΘΗΝΩΝ καὶ ΠΕΙΡΑΙΩΣ

καὶ τὴν

ΜΕΤΑΦΟΡΑΝ ΘΑΛΑΣΣΙΟΥ ΥΔΑΤΟΣ ΕΙΣ ΑΘΗΝΑΣ

1. Γενικότητες.
2. 'Αντικείμενον τῆς συμβάσεως.
3. Προμήθεια κεφαλαίου.
4. Περιγραφὴ τῶν κατὰ Σειρὰν 'Ομολογιῶν.
5. 'Αγορὰ τῶν κατὰ Σειρὰν 'Ομολογιῶν.
6. Οἰκονομικὸς Πράκτωρ.
7. Τιμὴ 'Αγορᾶς τῶν κατὰ Σειρὰν 'Ομολογιῶν.
8. Εὐθύνη διὰ τὰς κατὰ Σειρὰν 'Ομολογίας.
9. 'Απαλλαγὴ ἀπὸ Δασμῶν, Τελῶν, Φόρων κλπ.
10. 'Υπογραφὴ τῶν κατὰ Σειρὰν 'Ομολογιῶν.
11. Παράδοσις τῶν κατὰ Σειρὰν Ομολογιῶν.
12. Πίστωσις ἔναντι τῶν κατὰ Σειρὰν 'Ομολογιῶν.
13. 'Εκτύπωσις τῶν κατὰ Σειρὰν 'Ομολογιῶν.
14. Φθορὰ ἢ ἀπώλεια τῶν κατὰ Σειρὰν 'Ομολογιῶν.
15. Τρόπος πληρωμῆς τόκου καὶ κεφαλαίου.
16. 'Εξαγορὰ ἄνευ ὅρων.
17. 'Εγγύησις.
18. Βάσις νομίσματος.
19. Διατάγματα, Κανονισμοί, Νομιμοποιήσεις κλπ.
20. Νομιμότης τῶν κατὰ σειρὰν 'Ομολογιῶν καὶ τῆς Συμβάσεως.
21. Κυβερνητικὸς "Ελεγχος καὶ 'Εποπτεία.
22. Κεφάλαια διὰ τὰ ἔργα, Προϋπολογισμός.
23. 'Αμοιβὴ τῆς 'Εταιρείας διὰ τὰς ὑπηρεσίας της.
24. 'Απόδοσις ἐξόδων.
25. Μηνιαῖαι καταστάσεις.

CONTRACT

Between

THE HELLENIC REPUBLIC

and

MESSRS ULEN AND COMPANY

for the

EXECUTION OF PROVISIONAL WORKS FOR THE SUPPLY OF WATER TO ATHENS AND PIRAEUS AND THE TRANSPORT OF SEA WATER TO ATHENS.

1. General.
2. Scope of contract.
3. Manner of supplying funds.
4. Description of the serial bonds.
5. Purchase of serial bonds.
6. The Fiscal Agent.
7. Purchase price of serial bonds.
8. Responsibility for the serial bonds.
9. Exemption from taxes, imposts, fees, etc.
10. Signature of serial bonds.
11. Delivery of serial bonds.
12. Credit for serial bonds.
13. Engraving of serial bonds.
14. Mutilation or loss of serial bonds.
15. Manner of payment of interest and principal.
16. Unconditional redemption.
17. Security.
18. Currency.
19. Decrees, Regulations, Legalization, etc.
20. Legality of serial bonds and agreement.
21. Inspection and audit by the Government.
22. Funds for the works. Estimates.
23. Company's fees for services.
24. Reimbursement for costs.
25. Monthly certificates.

26. Ἀγορὰ ὑλικῶν.
27. Διεύθυνσις τῶν ἔργων.
28. Σχέσις πρὸς τὴν κυρίως Σύμβασιν.
29. Διαχείρισις ὑφισταμένης ὑδρεύσεως.
30. Ἰσχὺς τῆς Συμβάσεως.

ΓΕΝΙΚΟΤΗΤΕΣ

Ἄρθρον 1.

Μεταξὺ τῆς Κυβερνήσεως τῆς Ἑλληνικῆς Δημοκρατίας, κάτωτέρω «ἡ Κυβέρνησις» καλουμένης, ἐκπροσωπουμένης ὑπὸ τοῦ κ. Γκότση, Ὑπουργοῦ ἐπὶ τῶν Οἰκονομικῶν καὶ τοῦ κ. Βλαλᾶ, Ὑπουργοῦ ἐπὶ τῆς Συγκοινωνίας, τῶν κ.κ. Γιοῦλεν καὶ Σιας, Συνεταιρισμοῦ συσταθέντος κατὰ τοὺς Νόμους τῆς Πολιτείας Δελαβάρης τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς, ἔχοντος τὸ Γραφεῖόν του ἐν ὁδῷ Βροδουαίη ἀριθ. 120 τῆς πόλεως καὶ πολιτείας τῆς Νέας Ὑόρκης, κατωτέρω «Ἑταιρεία» καλουμένου, καὶ ἀντιπροσωπευομένων ὑπὸ τοῦ κ. Τζάϊμς Φ. Κέϊζ, ἐνεργοῦντος ἐπ' ὀνόματι καὶ διὰ λογαριασμὸν τῆς ὡς εἴρηται Ἑταιρείας, δυνάμει ἐντολῆς χορηγηθείσης αὐτῷ ἐπὶ τούτῳ διὰ τακτικοῦ πληρεξουσίου ὑπὸ ἡμερομηνίαν 12 Σεπτεμβρίου 1924 τῆς ὡς εἴρηται Ἑταιρείας, καὶ τῆς Τραπέζης Ἀθηνῶν δεόντως ἀντιπροσωπευομένης παρὰ τῶν κ.κ. Ἰωάννου Κουντουριώτου, Προέδρου τοῦ Διοικητικοῦ αὐτῆς Συμβουλίου, καὶ Ἰωάννου Ἠλιάσκου, Γενικοῦ Διευνθυντοῦ, δεόντως διορισθέντων ὑπὸ τοῦ Διοικητικοῦ Συμβουλίου δι' ἀποφάσεώς του ὑπὸ ἡμερομηνίαν 19 Δεκεμβρίου 1924, ἀποκλειστικῶς ὅμως καθ' ὅτι ἀφορᾷ τὰς διατάξεις τῆς παρούσης συμβάσεως, τὰς ἀναφερομένας εἰς τὸ μερίδιον τοῦ δανείου, ὅπερ ἐξηγόρασεν ἡ ρηθεῖσα Τράπεζα, συνεφωνήθησαν καὶ συνωμολογήθησαν τὰ ἑπόμενα:

ΑΝΤΙΚΕΙΜΕΝΟΝ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

Ἄρθρον 2.

Συμφώνως τῷ ἄρθρῳ 9 τοῦ Νόμου 3316 τῆς 4 Ἀπριλίου 1925 δημοσιευθέντος ἐν τῇ Ἐφημερίδι τῆς Κυβερνήσεως τῆς 24 Ἀπριλίου 1925 καὶ τῷ ἄρθρῳ 47 τῆς Συμβάσεως «περὶ ὑδρεύσεως τῶν πόλεων Ἀθηνῶν-Πειραιῶς καὶ τῶν Περιχώρων αὐτῶν κλπ.», τῆς κυρωθείσης διὰ τοῦ ρηθέντος Νόμου, κατωτέρω καλουμένης «Ἀρχικῆς Συμβάσεως», ἡ Ἑταιρεία ἀναλαμβάνει τὴν ἐκτέλεσιν προσωρινῶν ἔργων ἐπιθυμητῶν ὑπὸ τῆς Κυβερνήσεως πρὸς αὔξησιν τοῦ διαθεσίμου ὕδατος τῶν πόλεων Ἀθηνῶν καὶ Πειραιῶς καὶ τὴν προμήθειαν θαλασσίου ὕδατος εἰς τὴν πόλιν Ἀθηνῶν, περιλαμβανόντων δὲ ὅσα ἔργα ἤθελον συμφωνηθῆ ἀμοιβαίως μεταξὺ τῆς Ἑταιρείας καὶ τῆς Κυβερνήσεως.

Τῶν εἰρημένων ἔργων ἐχόντων προσωρινὸν χαρακτῆρα καὶ ἀποτελούντων συνέχειαν τῶν ἀναληφθέντων ἤδη ὑπὸ τῆς Κυβερνήσεως οὐδεμία ὑφίσταται ἐγγύησις ρητὴ ἢ ὑπονοουμένη περὶ τοῦ ποσοῦ τῆς προσδοκωμένης αὐξήσεως τῆς προμηθείας ὕδατος. Ἡ Ἑταιρεία ἐν τούτοις ἀναλαμβάνει νὰ κάμῃ χρῆσιν τῆς μεγάλης αὐτῆς πείρας καὶ τῆς καλλιτέρας αὐτῆς ἐπιδεξιότητος μετὰ ταχύτητος καὶ οἰκονομίας διὰ τὴν ἐπίτευξιν τοῦ ποθητοῦ ἀποτελέσματος.

Πάντα τὰ ἔργα ἔσονται σύμφωνα πρὸς τὰ σχέδια καὶ τὰς εἰδικὰς περιγραφὰς τὰς ἐγκεκριμένας παρὰ τῶν μηχανικῶν τῆς Κυβερνήσεως, δεόντως καὶ γραπτῶς διωρισμένων πρὸς τοῦτο ὑπὸ τοῦ Ὑπουργοῦ τῆς Συγκοινωνίας ἡ δὲ ἔκτασις αὐτῶν θὰ εἶναι τόση μόνον, ὅση ἤθελε δεόντως ἐγκριθῆ ὑπὸ τοῦ Ὑπουργοῦ τῆς Συγκοινωνίας. Ἅπαντα τὰ συμβησόμενα ἔξοδα, δαπάναι καὶ προκαταβολαὶ εἰασδήποτε φύσεως, γενόμεναι ὑπὸ τῆς Ἑταιρείας πρὸς τὸν σκοπὸν τῆς ἐκτελέσεως τῶν διὰ τῆς παρούσης ἀναληφθεισῶν ὑποχρεώσεων, θὰ εἶναι διὰ λογαριασμὸν καὶ ἐν ὀνόματι τῆς Κυβερνήσεως. Ἅπασαι αἱ δαπάναι καὶ καταβολαὶ θὰ ἐπιστραφῶσι τῇ Ἑταιρείᾳ, ἥτις θέλει ἀμειφθῆ διὰ τὰς ὑπηρεσίας αὐτῆς συμφώνως τῷ ἐν τοῖς ἄρθροις 23 καὶ 24 τῆς παρούσης καθοριζομένῳ τρόπῳ.

26. Purchase of Materials.
27. Administration of the Works.
28. Relation to the principal contract.
29. Management of the existing water supply.
30. Contract in effect.

GENERAL

Article 1.

The Hellenic Republic, herein after called the «Government», represented by Mr. Gotsis, Minister of Finance, and Mr. Valala, Minister of Communications; and Ulen & Company, a Corporation organized under the laws of the State of Delaware, United States of America, with its offices at 120 Broadway, in the city and State of New York, hereinafter called the «Company», and represented by Mr. James F. Case, acting in the name and for the account of the Company, by virtue of the powers delegated to him by a procuration of the said Company in due form, dated September 12th, 1924; and the Bank of Athens, duly represented by Mr. John Coundouriotis, President of the Council, and Mr. John Eliasco, Director General, duly appointed by decision of the Council voted December 19th, 1924, but exclusively as concerns the clauses of this Contract relating to that portion of the loan, purchased by the said Bank of Athens DO HEREBY COVENANT AND AGREE AS FOLLOWS:

SCOPE OF CONTRACT

Article 2.

The Company, in accordance with Article 9 of the Law No 3316 dated April 4, 1925 published in the Government Gazette on April 24, 1925 and with Article 47 of the Contract for the water supply of Athens, Piraeus and their environs, ratified by the above mentioned law, hereinafter called the «Original Contract», accepts the execution of provisional works desired by the Government for the increase of the existing water supply of the cities of Athens and Piraeus and for supplying sea water to the city of Athens, and comprising such works as may be mutually agreed upon by the Company and the Government.

As the said work is provisional in character and is a continuation of work already undertaken by the Government, there is no guarantee express or implied of the amount of the expected increase in the said water supply. The Company, however, undertakes to use its extensive experience and to employ its best skill with diligence and economy for the accomplishment of the desired result.

All work shall be in accordance with the plans and specifications approved by the engineers of the Government, duly appointed in writing for the purpose by the Minister of Communications, and only to the extent that shall have been duly authorized by the Minister of Communications. All the costs and expenses incurred and disbursements of whatever kind made by the Company for the purpose of carrying out the obligations assumed herein shall be for the account of and in the name of the Goverment. The Company shall be reimbursed for all expenditures and disbursements and compensated for its services in the manner specified in Articles 23 and 24 hereof.

ΠΡΟΜΗΘΕΙΑ ΚΕΦΑΛΑΙΩΝ

Ἄρθρον 3.

Πρὸς ἐξεύρεσιν κεφαλαίων διὰ τὰ σκοπούμενα ἔργα, ἡ Κυβέρνησις θὰ συνάψῃ δάνειον ἑνὸς ἑκατομμυρίου χρυσῶν Δολλαρίων (1,000,000) τῶν Ἡνωμένων Πολιτειῶν, εἰς βραχυτέας προθεσμίας κατὰ Σειρὰν Ὁμολογίας κατονομαζομένας ἐφεξῆς «Αἱ κατὰ Σειρὰν Ὁμολογίαι». Τὰ ποσὰ τὰ προερχόμενα ἐκ τῆς πωλήσεως τῶν κατὰ Σειρὰν Ὁμολογιῶν τούτων θέλουσι χρησιμοποιηθῇ ἀποκλειστικῶς διὰ τὰς ὑπὸ τῆς Ἑταιρείας γενησομένας δαπάνας καὶ ἔξοδα διὰ τὴν ἐκτέλεσιν τῆς παρούσης συμβάσεως, ὡς καὶ διὰ τὴν ἀμοιβὴν τῆς Ἑταιρείας διά τε τὰς ὑπηρεσίας καὶ τὰ βάρη της, τὰ κατωτέρω ἀναφερόμενα.

ΠΕΡΙΓΡΑΦΗ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

Ἄρθρον 4.

Τὸ δάνειον θὰ συνίσταται εἰς χιλίας κατὰ Σειρὰν Ὁμολογίας τῆς Ἑλληνικῆς Δημοκρατίας μετὰ τῶν τοκομεριδίων αὐτῶν ἠριθμημένων ἀπὸ τοῦ ἀριθμοῦ ἕνα ἕως χίλια (1—1000) συμπεριλαμβανομένου, θὰ ἐκτυπωθῶσι δὲ εἰς Ἀγγλικὴν γλῶσσαν, ἢ κατ' ἐπιλογὴν τῆς Κυβερνήσεως εἰς Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν, ἀλλ' ἐν τοιαύτῃ περιπτώσει τὸ Ἀγγλικὸν κείμενον θέλει ἐπικρατῇ, τοῦ Ἑλληνικοῦ θεωρουμένου ὡς ἁπλῆς μεταφράσεως.

Ἡ ὀνομαστικὴ ἀξία ἑκάστης κατὰ Σειρὰν Ὁμολογίας ἔσεται χιλίων Δολλαρίων (1000) χρυσοῦ νομίσματος τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐπὶ τῇ βάσει τοῦ σημερινοῦ τύπου τοῦ βάρους καὶ καθαρότητος ἢ ἰσοδυνάμου πρὸς αὐτόν, τὸ δὲ κεφάλαιον καὶ οἱ τόκοι θὰ πληρώνωνται, ὡσαύτως, εἰς τὸ ρηθὲν νόμισμα, ἢ κατ' ἐπιλογὴν τοῦ κομιστοῦ τῆς κατὰ Σειρὰν Ὁμολογίας εἰς δραχμὰς Ἑλληνικὰς ἐπὶ τῇ τρεχούσῃ ἐπικαταλλαγῇ κατὰ τὸν χρόνον καὶ τόπον τῆς πληρωμῆς. Τό τε κεφάλαιον καὶ οἱ τόκοι τῶν κατὰ Σειρὰν Ὁμολογιῶν θὰ εἶναι πληρωτέα εἰς τὸ Γραφεῖον τοῦ Οἰκονομικοῦ Πράκτορος ἐν τῇ πόλει τῆς Νέας Ὑόρκης τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἢ κατ' ἐπιλογὴν τοῦ κομιστοῦ τῶν κατὰ Σειρὰν Ὁμολογιῶν παρὰ τῇ Τραπέζῃ Ἀθηνῶν ἐν Ἑλλάδι. Αἱ κατὰ Σειρὰν ὁμολογίαι θὰ φέρωσι τόκον ὀκτὼ τοῖς ἑκατὸν (8 ο)ο) κατ' ἔτος, πληρωτέον ἑξαμηνιαίως, θὰ λήξωσι κατὰ σειρὰν καὶ ἑξαμηνιαίως εἰς δέκα ἴσα τμήματα μετὰ τὴν ἡμερομηνίαν αὐτῶν, καὶ θὰ πληρωθῶσι καὶ ἐξαγορασθῶσιν εἰς τὴν ὀνομαστικὴν αὐτῶν ἀξίαν κατὰ τὰς σχετικὰς αὐτῶν ἡμερομηνίας λήξεως, ὡς κατωτέρω ὁρίζεται. Αἱ κατὰ Σειρὰν Ὁμολογίαι θὰ φέρωσιν ἡμερομηνίαν 1ης Ἰουνίου 1925 καὶ θ' ἀποφέρωσι τόκον ἀπὸ τῆς χρονολογίας ταύτης.

ΑΓΟΡΑ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

Ἄρθρον 5.

Ἐκ τῶν, ὡς εἴρηται, κατὰ Σειρὰν Ὁμολογιῶν ἡ Κυβέρνησις πωλεῖ πρὸς τὴν Ἑταιρείαν καὶ αὕτη ἀγοράζει παρὰ τῆς τελευταίας ταύτης κατὰ Σειρὰν Ὁμολογίας, μεθ' ὅλων τῶν συνημμένων τοκομεριδίων, πεντακοσίων χιλιάδων Δολλαρίων (500,000) ὀνομαστικῆς ἀξίας εἰς τιμὰς καὶ συμφώνως πρὸς τοὺς ὅρους καὶ συμφωνίας τῆς παρούσης συμβάσεως. Ἡ Κυβέρνησις πωλεῖ ἐπίσης πρὸς τὴν Τράπεζαν Ἀθηνῶν, καὶ ἡ Τράπεζα Ἀθηνῶν ἀγοράζει τὰς ὑπολοίπους κατὰ Σειρὰν Ὁμολογίας πεντακοσίων χιλιάδων Δολλαρίων (500,000) ὀνομαστικῆς ἀξίας, μετὰ πάντων τῶν συνημμένων τοκομεριδίων, ὑπὸ τοὺς αὐτοὺς ὅρους καὶ συμφωνίας.

MANNER OF SUPPLYING FUNDS

Article 3.

In order to provide funds for the works herein proposed, the Government shall effect a loan of One Million Dollars (S. 1,000,000) United States Gold, of short term serial Bonds, hereinafter referred to as the Serial Bonds. The funds derived from the sale of the Serial Bonds shall be used solely to apply on the costs and expenses incurred by the Company in the carrying out of this Agreement and the compensation to the Company for its services and charges as hereinafter stipulated.

DESCRIPTION OF THE SERIAL BONDS.

Article 4.

The loan shall consist of One Thousand Serial Coupon Bonds of the Hellenic Republic, numbered from one (1) to one thousand (1,000) inclusive and shall be printed in the English language, or, at the option of the Government, in the English and Greek languages, but in such case the English text shall govern, the Greek text being considered as a translation only.

Each Serial Bondshall be of theface value ofOneThousand Dollars (S 1,000) gold coin of the United States of America of or equal to the present standard of weight and fineness, the principal as well as the interest being payable in said coin or, at the option of the holder of the Serial Bond, in Greek Drachmas at the rate of exchange current at the time and place of payment. The principal as well the as interest of the Serial Bonds shall be payable at the office of the FiscalAgent in the City of New York, United States of America, or, at the option of the holder of the Serial Bond, at the Bank of Athens, Greece.

The Serial Bonds shall bear interest at eight per cent (8 o)o) per annum payable semi-annually and shall mature serially and semi-annually in ten equal parts after their date, and be paid and redeemed at their face value on their respective dates of maturity as hereinafter provided. The Serial Bonds shall be dated June 1st. 1925 and bear interest beginning with that date.

PURCHASE OF SERIAL BONDS.

Article 5.

Of said Serial Bonds the Government sells to the Company and the Company purchases from the Government Five Hundred Thousand dollars (S500.000) face value of Serial Bonds with all coupons attached, at the prices and in accordance with the terms and conditions of this Contract, and the Government sells to the Bank of Athens and the Bank of Athens purchases the remaining Five Hundred Thousand Dollars (S500,000) face value of Serial Bonds with all coupons attached, under the same terms and conditions. All of said Serial Bonds shall be direct obligations of the Government and will be part of the External National Debt.

"Απασαι αἱ, ὡς εἴρηται, κατὰ Σειρὰν Ὁμολογίαι ἀποτελοῦσιν ἀμέσους ὑποχρεώσεις τῆς Κυβερνήσεως, καὶ θὰ συγκαταριθμηθῶσιν εἰς τὸ Ἐξωτερικὸν Δημόσιον Χρέος. Αἱ οὕτω ἀγορασθησόμεναι ὑπὸ τῆς Ἑταιρείας κατὰ Σειρὰν Ὁμολογίαι θὰ εἶναιτὸ ἥμισυτῆς ὀνομαστικῆς ἀξίαςτῶν κατὰ Σειρὰν Ὁμολογιῶν, τῶν ληγουσῶν εἰς ἑκάστην χρονολογίαν λήξεως, καὶ αἱ κατὰ Σειρὰν Ὁμολογίαι αἱ ἀγορασθησόμεναι ὑπὸ τῆς Τραπέζης Ἀθηνῶν θὰ εἶναι αἱ ὑπολειπόμεναι ἡμίσειες τῶν ὀνομαστικῆς ἀξίας Ὁμολογιῶν, τῶν ληγουσῶν εἰς ἑκάστην χρονολογίαν λήξεως, οὕτως ὥστε ἡ Ἑταιρεία καὶ ἡ Τράπεζα Ἀθηνῶν θὰ ἔχωσιν ἑκάστη τὸ ἥμισυ τῶν εἰς Σειρὰν Ὁμολογιῶν τῶν ληγουσῶν εἰς ἑκάστην χρονολογίαν λήξεως.

ΟΙΚΟΝΟΜΙΚΟΣ ΠΡΑΚΤΩΡ

"Αρθρον 6.

Ἡ Τσέϊζ Ἐθνικὴ Τράπεζα τῆς πόλεως Νέας Ὑόρκης ὁρίζεται διὰ τῆς παρούσης ὡς Οἰκονομικὸς Πράκτωρ, ἵνα ἐπιμεληῆται τὴν ὑπηρεσίαν τοῦ τε τόκου καὶ κεφαλαίου, ὡς καὶ διὰ πᾶσαν πρᾶξιν ἐν σχέσει πρὸς τὰς ρηθείσας κατὰ Σειρὰν Ὁμολογίας, καὶ διὰ νὰ ἐνεργῇ ἐπίσης ὡς ἀρχειοφύλαξ καὶ πράκτωρ μεταγραφῆς τῶν κατὰ Σειρὰν Ὁμολογιῶν. Τὸ ρηθὲν τοῦτο Οἰκονομικὸν Πρακτορεῖον θέλει διατηρῇ τὸ Κράτος δι' ἐξόδων του ἀποκλειστικῶς καθ' ὅλον τὸ διάστημα, ἕως ὅτου ἅπασαι αἱ κατὰ Σειρὰν Ὁμολογίαι θέλουσι πληρωθῇ κατά τε τὸ κεφάλαιον καὶ τοὺς τόκους.

Ὁ Οἰκονομικὸς Πράκτωρ δύναται καθ' οἱονδήποτε χρόνον νὰ λάβῃ τοιαῦτα μέτρα ἃ ἤθελε κρίνῃ ἀναγκαῖα διὰ τὴν ἐπιβολὴν τῶν δικαιωμάτων τῶν κατόχων τῶν κατὰ Σειρὰν Ὁμολογιῶν καὶ πρὸς τὸν σκοπὸν τοῦτον θέλει θεωρῆται ὡς πράκτωρ, ἀντιπρόσωπος ἢ πληρεξούσιος πραγματικὸς ἀνέκκλητος τῶν κατόχων τῶν κατὰ Σειρὰν Ὁμολογιῶν.

Ὁ Οἰκονομικὸς Πράκτωρ θὰ λαμβάνῃ προμήθειαν ἐξ ἑνὸς τετάρτου τοῦ ἑνὸς τοῖς ἑκατὸν 1)4 ο)ο ἐφ' ὅλων τῶν παρ' αὐτοῦ καταβεβλημένων ποσῶν διὰ τὰς τοιαύτας ὑπηρεσίας αὐτοῦ καὶ ἐπὶ πλέον τὰ τρέχοντα αὐτοῦ ἔξοδα, τὰ προερχόμενα ἐν σχέσει πρὸς τὴν τοιαύτην οἰκονομικὴν ἀντιπροσωπείαν.

Διὰ τὸν σκοπὸν τοῦ καθορισμοῦ τῶν δικαιωμάτων καὶ καθηκόντων τοῦ Οἰκονομικοῦ Πράκτορος καὶ τῆς προβλέψεως διὰ τὴν ἔκδοσιν τῶν κατὰ Σειρὰν Ὁμολογιῶν καὶ τὴν πληρωμὴν τοῦ τόκου αὐτῶν ὡς καὶ τοῦ κεφαλαίου αὐτῶν ὡς καὶ ὅλων τῶν ἄλλων ὑπεθέσεων τῶν ἐξυπονοουμένων διὰ τοῦ ὅρου «Σύμβασις Οἰκονομικοῦ Πρακτορείου», συμφωνεῖται ὅτι θέλει ἑτοιμασθῇ καὶ ὑπογραφῇ σύμβασις Οἰκονομικοῦ Πρακτορείου μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Οἰκονομικοῦ Πράκτορος κατὰ τοὺς συνήθεις ἐν ταῖς Ἡνωμέναις Πολιτείαις τῆς Ἀμερικῆς τύπους καὶ κατὰ τὸ σχέδιον τῆς ἀρεσκείας τῶν Κυρίων Κόρτις, Μαλλὲ Πρεβόστ, Κόλτ καὶ Μόζλε Νομικῶν Συμβούλων διὰ τὴν Ἑταιρείαν καὶ τοῦ Οἰκονομικοῦ Πράκτορος.

ΤΙΜΗ ΑΓΟΡΑΣ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

"Αρθρον 7.

Ἡ τιμὴ εἰς ἣν ἡ Ἑταιρεία καὶ ἡ Τράπεζα Ἀθηνῶν θέλουσιν ἀγοράσῃ τὰς κατὰ Σειρὰν Ὁμολογίας μετὰ τῶν συνημμένων αὐταῖς τοκομεριδίων, θὰ εἶναι:

Διὰ τὰς ληγούσας	ἐξ μῆνας	μετὰ τὴν χρονολογίαν τῆς ἐκδόσεως αὐτῶν	99.5 ο)ο	τῆς ὀνομαστ. αὐτῶν ἀξίας
» » »	1 ἔτος	»	99.0 ο)ο	»
» » »	1 1)2	»	98.5 ο)ο	»
» » »	2	»	98.- ο)ο	»
» » »	2 1)2	»	97.5 ο)ο	»
» » »	3	»	97.- ο)ο	»
» » »	3 1)2	»	96.5 ο)ο	»
» » »	4	»	96.- ο)ο	»
» » »	4 1)2	»	95.5 ο)ο	»
» » »	5	»	95.- ο)ο	»

The Serial Bonds so to be purchased by the Company shall be one-half of the face value of the Serial Bonds maturing on each maturity date, and the Serial Bonds to be purchased by the Bank of Athens shall be the remainig one-half of the face value of Serial Bonds maturing on each maturity date; so that the Company and the Bank of Athens will each have one-half of the Serial Bonds maturing on each maturity date.

FISCAL AGENT.

Article 6.

The Chase National Bank of the City of New York is hereby designated as the Fiscal Agent for the purpose of attending to the service of the interest and principal and for all other purposes in connection with the said Serial Bonds, and also to act as Registrar and transfer Agent of the Serial Bonds, which such Fiscal Agency the Government shall maintain at its sole cost at all times until all the Serial Bonds shall have been paid both as to the principal and interest.

The Fiscal Agent may at any time take such steps as it may deem proper for the enforcement of the rights of the holders of the Serial Bonds and for that purpose shall be treated as the agent, representative, and attorney-in-fact irrevocable of the Serial Bondholders.

The Fiscal Agent shall receive a commission of one quarter of one per cent 1)4 o)o on all amounts disbursed by it, for its services as such, and in addition its actual expense incurred in connection with such Fiscal Agency.

For the purpose of designating the powers and duties of the Fiscal Agent and providing for the issuance of the Serial Bonds and the payment of the interest thereon and the principal thereof, and for all other matters usually covered by the terms of a Fiscal Agency Agreement, it is agreed that a Fiscal Agency Contract shall be prepared and executed by the Government and the Fiscal Agent in the form usual in the United States of America and in a form satisfactory to Messrs. Curtis, Mallet-Prevost, Colt & Mosle, Counsel for the Company, and to the Fiscal Agent.

PURCHASE PRICE OF SERIAL BONDS

Article 7.

The price at which the Company and the Bank of Athens shall purchase the Serial Bonds with their Coupons attached shall be:

For those maturing	six months	after date of their issue	99.5 o)o	of their face value
»	one year	»	99.0 o)o	»
»	1-1)2 years	»	98.5 o)o	»
»	2 »	»	98.0 o)o	»
»	2-1)2 »	»	97.5 o)o	»
»	3 »	»	97.0 o)o	»
»	3-1)2 »	»	96.5 o)o	»
»	4 »	»	96.0 o)o	»
»	4-1)2 »	»	95.5 o)o	»
»	5 »	»	95.0 o)o	»

ΕΥΘΥΝΑΙ ΔΙΑ ΤΑΣ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΑΣ

"Αρθρον 8.

Ἡ Κυβέρνησις ὑποχρεοῦται εἰλικρινῶς διὰ τὴν πληρωμὴν τῶν τε κατὰ Σειρὰν Ὁμολογιῶν καὶ τῶν ἀντιστοίχων τόκων ἐφ' ὅσον λήγουσι καὶ καθίστανται ἀπαιτηταί.

ΑΠΑΛΛΑΓΗ ΑΠΟ ΔΑΣΜΩΝ, ΤΕΛΩΝ, ΦΟΡΩΝ κλ'

"Αρθρον 9.

Ἡ ἀπαλλαγὴ ἀπὸ δασμῶν, τελῶν, φόρων κλπ, ἡ προβλεπομένη ὑπὸ τοῦ ἄρθρου 11 τῆς ἀρχικῆς Συμβάσεως, ἐφαρμόζεται καθ' ὅλα καὶ διὰ τὴν παροῦσαν σύμβασιν, διά τε τοὺς τόκους καὶ τὸ κεφάλαιον τῶν κατὰ Σειρὰν Ὁμολογιῶν τῶν ἐκδοθησομένων συμφώνως τῇ παρούσῃ.

ΥΠΟΓΡΑΦΗ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

"Αρθρον 10.

Αἱ κατὰ σειρὰν Ὁμολογίαι καὶ τὰ τοκομερίδια θὰ φέρωσι τὸ πανομοιότυπον τῆς ὑπογραφῆς τοῦ Ὑπουργοῦ τῶν Οἰκονομικῶν τῆς Ἑλληνικῆς Δημοκρατίας κεχαραγμένης, λιθογραφημένης ἢ τυπωμένης καὶ ἐπὶ πλέον αἱ κατὰ Σειρὰν Ὁμολογίαι θὰ φέρωσι τὴν ἐπίσημον σφραγῖδα τοῦ Ὑπουργείου τῶν Οἰκονομικῶν.

Αἱ κατὰ Σειρὰν Ὁμολογίαι θὰ φέρωσι τὴν ἐπικεφαλίδα. «Κατὰ Σειρὰν Ὁμολογίαι ἐξωτερικοῦ δανείου εἰς χρυσὸν τῆς Ἑλληνικῆς Δημοκρατίας ἔτους 1925».

ΠΑΡΑΔΟΣΙΣ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

"Αρθρον 11.

"Αμα τῇ ἐκτυπώσει καὶ χαράξει τῶν κατὰ Σειρὰν Ὁμολογιῶν ὑπὸ τῆς Κυβερνήσεως καὶ τῇ ὡς ὁρίζεται ἐνταῦθα ὑπογραφῇ αὐτῶν, ἡ Κυβέρνησις θὰ παραδώσῃ ὅλας τὰς κατὰ Σειρὰν Ὁμολογίας τῷ Οἰκονομικῷ Πράκτορι, ἔστις θέλει ἀμέσως πιστοποιήσῃ πάσας τὰς ρηθείσας κατὰ Σειρὰν Ὁμολογίας καὶ θέλει παραδώσῃ τὸ ἥμισυ τῆς ὀνομαστικῆς ἀξίας τῶν κατὰ σειρὰν Ὁμολογιῶν ἑκάστης λήξεως εἰς τὴν Ἑταιρείαν ἢ εἰς τὴν διαταγὴν αὐτῆς καὶ ἐπίσης θέλει παραδώσῃ τὸ ὑπόλοιπον ἥμισυ τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν ἑκάστης λήξεως εἰς τὴν Τράπεζαν Ἀθηνῶν ἢ εἰς τὴν διαταγὴν αὐτῆς.

ΠΙΣΤΩΣΙΣ ΕΝΑΝΤΙ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

"Αρθρον 12.

Ἡ Ἑταιρεία ἀμέσως ἅμα τῇ παραλαβῇ καὶ παραδόσει τῶν ὑπ' αὐτῆς ἀγορασθεισῶν κατὰ Σειρὰν Ὁμολογιῶν θὰ πληρώσῃ αὐτὰς διὰ πιστώσεως τοῦ λογαριασμοῦ τῆς Κυβερνήσεως διὰ τοῦ ὁλικοῦ ποσοῦ τῆς τιμῆς ἀγορᾶς, ὡς καθορίζεται ἐν ἄρθρῳ 7 τῆς παρούσης συμβάσεως. Ἔναντι τῆς πιστώσεως ταύτης θὰ χρεοῦται ἀπὸ καιροῦ εἰς καιρὸν τὸ ἥμισυ τῶν ποσῶν ἅτινα θὰ δικαιοῦται νὰ λάβῃ ἡ Ἑταιρεία, συμφώνως πρὸς τὰς διατάξεις τῆς παρούσης συμβάσεως, ἐφ' ὅσον καὶ καθ' ὅσον τὰ ποσὰ ταῦτα θὰ καθίστανται ἀπαιτητά. Ἡ Τράπεζα Ἀθηνῶν παραδέχεται ὅτι ἀμέσως ἅμα τῇ παραλαβῇ τῶν παρ' αὐτῆς ἀγορασθεισῶν κατὰ Σειρὰν Ὁμολογιῶν θέλει πληρώσῃ αὐτὰς πιστώνουσα τὴν Κυβέρνησιν διὰ τοῦ ὁλικοῦ ποσοῦ τῆς τιμῆς ἀγορᾶς τῆς ὁρισθείσης ἐν ἄρθρῳ 7 τῆς παρούσης. Τὸ οὕτω εἰς πίστιν τῆς Κυβερνήσεως ποσὸν θὰ εἶναι μία εἰδικὴ κατάθεσις χρησιμεύουσα ἀποκλειστικῶς διὰ τὴν ἐκτέλεσιν τῶν ὅρων τῆς παρούσης συμβάσεως, τοὐτέστι διὰ τὴν πληρωμὴν τοῦ ἡμίσεος πάντων τῶν ποσῶν, ἅτινα ἡ Ἑταιρεία θὰ δικαιοῦται νὰ λαμβάνῃ συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως, καθόσον ταῦτα γίνονται ἀπαιτητά. Ἡ Ἑταιρεία καὶ ἡ Τράπεζα Ἀθηνῶν θὰ δίδωσι καὶ θὰ πληρώνωσι εἰς τὴν Κυβέρνησιν ἐπὶ τοῦ εἰς πίστιν αὐτῆς ποσοῦ, τὸν συνήθως διδόμενον τόκον

RESPONSIBILITY FOR THE SERIAL BONDS

Article 8.

The Government pledges its full faith and credit to pay the Serial Bonds and corresponding interest as they mature and become due.

EXEMPTION FROM TAXES, IMPOSTS, FEES, etc.

Article 9.

The exemption from taxes, imposts, fees etc., provided by Article 11 of the Original Contract shall apply equally and in all respects to this contract, and to the principal and interest of the Serial Bonds to be issued hereunder.

SIGNATURE OF SERIAL BONDS

Article 10.

The Serial Bonds and their interest coupons shale bear the facsimile signat ure of the Minister of Financl of the Hellenic Republic engraved, lithographed or printed thereon, and in addition thereto the Serial Bonds shall bear the official seal of the Ministry of Finance.

The Serial Bonds shall be entitled »Hellenic Republic External Serial Gold Bonds of 1925».

DELIVERY OF SERIAL BONDS.

Article 11.

As soon as the Serial Bonds shall have been printed or engraved by the Government and signed, as stipulated herein, the Government shall deliver all of said Serial Bonds to the Fiscal Agent,who shall immediately authenticate all of the said Serial Bonds and shall deliver one half of the face value of the Serial Bonds of each maturity to the Company or order, and shall deliver the remaining one half of said Serial Bonds of each maturity to the Bank of Athens or order.

CREDIT FOR SERIAL BONDS.

Article 12.

Immediately upon receipt and delivery of the said Serial Bonds purchased by it, the Company shall pay therefor by crediting the account of the Government with the full amount of the purchase price, as stipulated in Article 7 of this Contract. Against this credit there shall be charged from time to time one half of the amonts to which the Company shall be entitled, in accordance with the terms of this Agreement, as the same become due. The Bank of Athens agrees that forthwith upon receipt by it of the Serial Bonds purchased by it it will pay therefor by crediting the Government with the full amount of the purchase price stipulated in Article 7 hereof. The amount so credited to the Government shall be a special deposit available for use exclusively for the purpose of carrying out the terms of this Contract, that is to say, for the payment of one-half of all amounts to which the Company may become entitled in accordance with the terms of this Contract as the same become due. The Company and the Bank of Athens will each

ὑπὸ τῶν πρώτης τάξεως Τραπεζιτικῶν Ἱδρυμάτων τῆς Νέας Ὑόρκης εἰς τὰς ἐν ὄψει καταθέσεις, ὅστις ὅμως ἐν οὐδεμίᾳ περιπτώσει δύναται νὰ ᾖ ἐλάσσων τῶν δύο ἐπὶ τοῖς ἑκατὸν (2 ο)ο) ἐτησίως.

ΕΚΤΥΠΩΣΙΣ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

"Αρθρον 13.

Ἡ Ἑταιρεία θὰ βοηθήσῃ τὴν Κυβέρνησιν κατὰ τὴν προετοιμασίαν καὶ παρασκευὴν τῶν Ὁμολογιῶν ἐν ταῖς Ἡνωμέναις Πολιτείαις τῆς Ἀμερικῆς ἄνευ βάρους οἱασδήποτε φύσεως διὰ τὴν ὑπηρεσίαν ταύτην. Ἡ δαπάνη τῆς ἐκτυπώσεως ἢ λιθογραφήσεως τῶν Ὁμολογιῶν ὡς καὶ τοῦ χαρτοσήμου ἢ ἄλλων τελῶν σχετικῶς μὲ τὴν παροῦσαν σύμβασιν καὶ τὰς κατὰ Σειρὰν Ὁμολογίας, ἔσονται διὰ λογαριασμὸν τῆς Κυβερνήσεως. Ἡ δαπάνη ἐκτυπώσεως ἢ λιθογραφήσεως τῶν κατὰ Σειρὰν Ὁμολογιῶν ὁρίζεται εἰς χίλια πεντακόσια Δολλάρια (Δ 1,500).

ΦΘΟΡΑ Η ΑΠΩΛΕΙΑ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ

"Αρθρον 14.

Ἐν περιπτώσει φθορᾶς ἢ ἀπωλείας κατὰ Σειρὰν Ὁμολογίας τινὸς νέα τοιαύτη κατὰ Σειρὰν Ὁμολογία, ὑπογεγραμμένη καὶ κεκυρωμένη ὑπὸ τῆς Κυβερνήσεως κατὰ τὰς προηγουμένας διατάξεις, θέλει παραδίδεσθαι εἰς τὸν κύριον τῆς φθαρείσης ἢ ἀπολεσθείσης κατὰ Σειρὰν Ὁμολογίας ἐπὶ τῇ προσαγωγῇ ἀποδείξεως τῆς ἀπωλείας ἢ φθορᾶς καὶ τῇ λήψει ἀρκούσης ἐγγυήσεως καὶ μετὰ τὴν ἐκπλήρωσιν ὑπὸ τῆς Κυβερνήσεως ἢ τοῦ αἰτοῦντος τὴν κατὰ Σειρὰν Ὁμολογίαν πάσης ἄλλης διατυπώσεως ἀπαιτουμένης καὶ ἐπιβαλλομένης ὑπὸ τοῦ Νόμου ἢ τῶν Κανονισμῶν τοῦ Χρηματιστηρίου τῆς Νέας Ὑόρκης, ἢ ὑπὸ τῶν ἐν Ἑλλάδι ἰσχυόντων Νόμων καὶ Κανονισμῶν.

ΤΡΟΠΟΣ ΠΛΗΡΩΜΗΣ ΤΟΚΩΝ ΚΑΙ ΚΕΦΑΛΑΙΟΥ

"Αρθρον 15.

Ἐπὶ σκοπῷ τακτικῆς πληρωμῆς τῶν τόκων καὶ τοῦ κεφαλαίου τοῦ ἑνὸς ἑκατομμυρίου Δολλαρίων κατὰ Σειρὰν Ὁμολογιῶν ὀνομαστικῆς ἀξίας, ὅταν αὗται καθίστανται ἀπαιτηταί, ἡ Κυβέρνησις ἀναλαμβάνει νὰ πληρώσῃ ἢ νὰ ἐνεργήσῃ τὴν πληρωμὴν εἰς τὸ Γραφεῖον τοῦ Οἰκονομικοῦ Πράκτορος διὰ τῆς Διεθνοῦς Οἰκονομικῆς Ἐπιτροπῆς τοὐλάχιστον δέκα ἡμέρας πρὸ ἑκάστης διαδοχικῆς λήξεως, τὰ ἀναγκαῖα ποσὰ διὰ τὴν πληρωμὴν τῶν τόκων καὶ τοῦ κεφαλαίου τῶν ἑκάστοτε ληγουσῶν ὡς εἴρηται κατὰ Σειρὰν Ὁμολογιῶν. Αἱ ρηθεῖσαι πληρωμαὶ θὰ γίνωνται μέχρι πλήρους πληρωμῆς καὶ ἐξαγορᾶς κατὰ σειρὰν τοῦ κεφαλαίου, καὶ τῶν τόκων πασῶν τῶν εἰρημένων κατὰ Σειρὰν Ὁμολογιῶν.

ΕΞΑΓΟΡΑ ΑΝΕΥ ΟΡΩΝ

"Αρθρον 16.

Ἡ Κυβέρνησις ἀναλαμβάνει νὰ ἐξαγοράσῃ τὰς εἰρημένας κατὰ Σειρὰν Ὁμολογίας, κεφάλαιον καὶ τόκους, καὶ νὰ πληρώσῃ ταύτας συμφώνως πρὸς τὰς διατάξεις τῆς παρούσης συμβάσεως, ἐν τε εἰρήνῃ καὶ πολέμῳ εἴτε οἱ κομισταὶ εἶναι ὑπήκοοι Κρατῶν φίλων εἴτε ἐχθρικῶν πρὸς τὴν Ἑλληνικὴν Δημοκρατίαν.

Ἀναλαμβάνει δὲ νὰ μὴ ἐνεργήσῃ οὐδεμίαν κράτησιν ἢ δήμευσιν τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν οὐδὲ νὰ ὑποβάλῃ αὐτὰς διά τε τὸ κεφάλαιον καὶ τοὺς τόκους εἰς οἱονδήποτε Ἑλληνικὸν φόρον ἢ παρακράτησιν.

allow and pay the Government interest on the net amount of such credit at the rate granted for sight deposits by the first-class banks of New-York, but in no case less than two per cent (2ο)ο) per annum.

ENGRAVING OF SERIAL BONDS.

Article 13.

The Company shall assist the Government in the preparation and making of the Serial Bonds in the United States of America without charge of any kind for its services. The expense of printing or engraving the Serial Bonds and of stamp or other taxes in connection with this Agreement and the Serial Bonds shall be for the account of the Government. The expense of printing or engraving the Serial Bonds is fixed at One Thousand Five Hundred Dollars (S. 1,500).

MUTILATION OR LOSS OF SERIAL BONDS

Article 14.

In case of mutilation or loss of a Serial Bond, a new Serial Bond signed and legalized by the Government in accordance with the provisions hereof shall be delivered to the owner of the said mutilated or lost Serial Bond, upon proof of such loss or mutilation and receipt of sufficient security and after compliance by the Government or claimant of the Serial Bond with any other formalities required or prescribed by law or rules of the New York Stock Exchange, or by the laws and regulations of Greece .

MANNER OF PAYMENT OF INTEREST AND PRINCIPAL

Article 15.

With the object of paying punctually the interest and principal of the said One Million Dollars (S1,000,000) face value of the Serial Bonds as same become due, the Government agrees that it will pay or cause to be paid to the Fiscal Agent at its office through the medium of the International Finance Commission, at least ten (10) days before each respective due date, the sums thus necessary for the payment of the interest and principal of the said Serial Bonds then maturing. The said payments shall be made until all said Serial Bonds, both principal and interest have been fully paid and redeemed.

UNCONDITIONAL REDEMPTION

Article 16.

The Government agrees to redeem the said Serial Bonds, principal and interest, and to repay them in accordance with the provisions hereof, in time of peace as well as of war, and whether the holders be citizens of nations friendly or hostile to the Hellenic Republic, and agrees not to place embargoes upon nor confiscate said Serial Bonds, nor to subject them either as to principal or interest to any Grecian tax, impost or rebate.

ΕΓΓΥΗΣΙΣ

"Αρθρον 17.

Ἡ ὑπηρεσία πασῶν τῶν κατὰ Σειρὰν Ὁμολογιῶν συμπεριλαμβανομένου τοῦ τε τόκου καὶ τοῦ κεφαλαίου κατὰ τὴν λῆξιν εἶναι ἐξησφαλισμένη δι' ὑποθήκης καὶ βάρους ἐπὶ πασῶν τῶν προσόδων τῶν καθοριζομένων ἐν τῇ Ἀρχικῇ Συμβάσει ὡς ἀσφάλεια ἡ ἐγγύησις τῶν ἐκ δέκα ἑκατομμυρίων Δολλαρίων (Δ.10.000.000) Ὁμολογιῶν χρεωλυτικοῦ κεφαλαίου τῶν περιγραφομένων ἐν τῇ ρηθείσῃ συμβάσει, ὑποκειμένων μόνον εἰς τὰς προηγουμένας ὑποθήκας, βάρη καὶ ὑποχρεώσεις τὰς δημιουργηθείσας κατὰ τοὺς ὅρους τῆς ρηθείσης Ἀρχικῆς Συμβάσεως καὶ εἰς οὐδεμίαν ἄλλην. Ἅπασαι αἱ ρηθεῖσαι ἀσφάλειαι, ὑποθῆκαι καὶ βάρη ἐπὶ τῶν εἰσοδημάτων τῆς Κυβερνήσεως, θέλουσιν ἔχῃ προτεραιότητα ὅσον ἀφορᾷ τὸ κεφάλαιον ὡς καὶ τοὺς τόκους τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν ἐπὶ πασῶν τῶν μελλοντικῶν ὑποθηκῶν καὶ βαρῶν ἐπὶ τῶν ρηθεισῶν προσόδων των, ἐφ' ὅσον τινὲς ἐκ τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν μένουσιν ἀπλήρωτοι. Οὐδὲν δικαίωμα ὑποθήκης ἢ βάρους θέλει δημιουργηθῇ ἔχον δικαίωμα προτεραιότητος ἢ ἰσότητος πρὸς τὰς ρηθείσας κατὰ Σειρὰν Ὁμολογίας, ἢ ἄτινα ἤθελον δι' οἱονδήποτε τρόπον ὑποτιμήσῃ ἢ διακινδυνεύσῃ τὴν ἀσφάλειαν αὐτῶν, ἢ τῶν εἰσοδημάτων τῶν ἀποτελούντων τοιαύτην ἀσφάλειαν.

ΒΑΣΙΣ ΝΟΜΙΣΜΑΤΟΣ

"Αρθρον 18.

Τὰ ἐν τῇ παρούσῃ Συμβάσει ἀναφερόμενα Δολλάρια, νοοῦνται ὡς χρυσοῦν Νόμισμα τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐπὶ τῇ βάσει τοῦ σημερινοῦ βάρους καὶ καθαρότητος. Οὐδὲν ποσὸν θεωρεῖται ὡς διατεθὲν ὑπὸ τῆς Κυβερνήσεως διὰ λ)σμὸν τῆς ὑπηρεσίας τῶν κατὰ Σειρὰν Ὁμολογιῶν τῶν ἀναφερομένων ἐν τῇ παρούσῃ συμβάσει, πρὶν ἢ τοῦτο παραληφθῇ ὑπὸ τοῦ Οἰκονομικοῦ Πράκτορος ἢ παρὰ τῆς Τραπέζης Ἀθηνῶν ὡς ὑποπράκτορος.

ΔΙΑΤΑΓΜΑΤΑ, ΚΑΝΟΝΙΣΜΟΙ, ΝΟΜΙΜΟΠΟΙΗΣΕΙΣ κλπ.

"Αρθρον 19.

Ἡ Κυβέρνησις ὑποχρεοῦται νὰ ἐκδώσῃ ἀμέσως ἅπαντα τὰ Διατάγματα ἢ Κανονισμούς, ὑπογράψῃ καὶ παραδώσῃ πᾶν ἄλλον συμβόλαιον ἢ ἔγγραφον ἀναγκαῖον, ὅπερ ἤθελε ζητηθῇ παρὰ τῆς Ἑταιρείας, ἐπὶ σκοπῷ τῆς νομιμοποιήσεως τῆς ἐκτελέσεως ἐν δέοντι τύπῳ τῆς παρούσης συμβάσεως καὶ ἐκδόσεως τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν, νὰ θέσῃ ἐν ἰσχύϊ καὶ πραγματοποιήσῃ τὰς ἐγγυήσεις καὶ τὰς ἀσφαλείας τῶν κατὰ Σειρὰν Ὁμολογιῶν, νὰ νομιμοποιήσῃ πάσας τὰς ἐν τῇ συμβάσει ταύτῃ ἀπαριθμουμένας πράξεις, ὅρους καὶ συμφωνίας. Ἡ Κυβέρνησις θὰ κοινοποιήσῃ ταχέως εἰς τὴν Ἑταιρείαν τὴν ἔγκρισιν καὶ τὴν ἔκδοσιν Διαταγμάτων ἢ Κανονισμῶν, οἵτινες ἤθελον εἶσθαι ἀναγκαῖοι ἢ ἤθελον ζητηθῇ.

ΝΟΜΙΜΟΤΗΣ ΤΩΝ ΚΑΤΑ ΣΕΙΡΑΝ ΟΜΟΛΟΓΙΩΝ ΚΑΙ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

"Αρθρον 20.

Ἡ Κυβέρνησις θέλει ἐξασφαλίσῃ τὴν ἀποδοχὴν προσθέτως ἀναγκαιούντων Νόμων, ἀποφάσεων, κλπ., εἴτε Κυβερνητικῶν, εἴτε Δημοτικῶν, πρὸς βεβαίωσιν τῆς νομιμότητος τῶν κατὰ Σειρὰν Ὁμολογιῶν, τὴν ἀσφάλειαν αὐτῶν καὶ τῆς παρούσης συμβάσεως ἱκανοποιητικῶς διὰ τὴν Ἑταιρείαν καὶ θέλει παραδώσῃ ὡσαύτως ἰδίαις αὐτῆς δαπάναις συγχρόνως μὲ τὴν κατάθεσιν παρὰ τῷ Οἰκονομικῷ Πράκτορι τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν, ἔγγραφον γνωμοδότησιν Νομικοῦ Συμβούλου, διαμένοντος εἴτε ἐν Ἑλλάδι, εἴτε ἀλλαχοῦ ἐκλεγομένου ὑπὸ τῶν κ.κ. Κόρτις

SECURITY.

Article 17.

The service of all the Serial Bonds, including the interest and the payment of principal at maturity, is assured by liens and charges upon all of the revenues designated in the Original Contract as assurance of or security for the Ten Million Dollars ($10,000,000) of Sinking Fund Bonds described in the said contract, subject only to the prior mortgages, liens and pledges created under the terms of said Original Contract and to no others. All said liens and charges upon the revenues of the Government shall have priority in respect to the principal as well as to the interest of the said Serial Bonds over all future liens or charges upon the said revenues, while any of the said Serial Bonds remain unpaid. No lien or charge shall be created which has precedence over or equality with said Serial Bonds, or which in any manner may depreciate or jeopardize their security or the revenues constituting such security.

CURRENCY

Article 18.

All references to dollars mentioned in this Agreement shall be undestood to be gold coin of the United States of America of the present standard of weight and fineness. No moneys shall be considered as applied by the Government on account of the service of the Serial Bonds specified in this Agreement, until same shall have been received by the Fiscal Agent or by the Bank of Athens as sub-agent.

DECREES, REGULATIONS, LEGALIZATION, ETC.

Article 19.

The Government agrees to immediately promulgate all decrees or regulations and to immediately execute and deliver all other contracts or instruments which may be necessary or duly requested by the Company, for the purpose of authorising in due form the execution of this Agreement and the issuance of the Serial Bonds herein referred to; to put into force and give effect to the securities and guarantees of the Serial Bonds, and to legalise the acts, terms and conditions enumerated in this agreement. The Government shall give prompt notice to the Company of the approval and promulgation of the decrees or regulations which may be necessary or may be required.

LEGALITY OF SERIAL BONDS AND AGREEMENT.

Article 20.

The Government will secure the adoption of any additional laws, resolutions, etc., national, or municipal which may be necessary to establish the legality of the Serial Bonds, the security thereof and of this agreement to the satisfaction of the Company, and will at its own cost at the time of depositing said Serial Bonds with the Fiscal Agent, deliver also the written opinion of such counsel resident in Greece or otherwise, as may be selected by Messrs. Curtis, Mallet-Prevost, Colt & Mosle, attorneys of New York, approving

Μαλλὲτ Πρεβόστ, Κόλτ καὶ Μόζλε, Δικηγόρων ἐν Νέᾳ Ὑόρκῃ, ἐγκρίνοντος τὸν τύπον καὶ νομιμότητα τῶν ρηθεισῶν κατὰ Σειρὰν Ὁμολογιῶν καὶ τῆς τοῦ Οἰκονομικοῦ Πρακτορείου συμβάσεως, ὡς καὶ ἐπικύρωσιν τῆς γνωμοδοτήσεως ταύτης ὑπὸ τῶν ρηθέντων Κὸρτις, Μαλλὲτ Πρεβόστ Κὸλτ καὶ Μόζλε, τῆς διατυπώσεως ταύτης οὔσης ἀπαραιτήτου διὰ τὴν τοποθέτησιν τῶν ρηθεισῶν Ὁμολογιῶν εἰς τὴν ἀγορὰν τῆς Νέας Ὑόρκης.

ΚΥΒΕΡΝΗΤΙΚΟΣ ΕΛΕΓΧΟΣ ΚΑΙ ΕΠΟΠΤΕΙΑ.

"Αρθρον 21.

Ἡ ἐκτέλεσις πάντων τῶν κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως γενησομένων ἔργων θὰ εἶναι ὑπὸ τὸν ἔλεγχον καὶ τὴν ἐποπτείαν τοῦ ἐπὶ τῆς Συγκοινωνίας Ὑπουργοῦ διὰ τῶν ὑπ' αὐτοῦ ἐπὶ τούτῳ ἐπισήμως καὶ γραπτῶς ὁρισθησομένων ἀντιπροσώπων.

"Ολοι οἱ σχετικοὶ μὲ τὰ ἔργα ταῦτα λογαριασμοὶ τῆς Ἑταιρείας θὰ ὑποβάλλωνται εἰς τὸν ἔλεγχον τῶν ρηθέντων ἀντιπροσώπων. "Απαντα τὰ μεταξὺ τρίτων καὶ τῆς Ἑταιρείας συμβόλαια ὡς καὶ ὅλαι αἱ καταμετρήσεις τῶν συντελεσθέντων ἔργων, προμηθευθέντα ὑλικὰ καὶ μισθοδοτικαὶ καταστάσεις τῆς Ἑταιρείας, θὰ εἶναι εἰς τὴν διάθεσιν τῶν ρηθέντων ἀντιπροσώπων, οἵτινες θὰ ἔχωσι τὸ δικαίωμα νὰ ἐλέγχωσι τὰ σχετικὰ πρὸς αὐτὰ βιβλία τῆς Ἑταιρείας καὶ ὅλα τὰ σχετικὰ λογιστικὰ στοιχεῖα, ἅτινα ἡ Ἑταιρεία θὰ θέσῃ εἰς τὴν διάθεσίν των καὶ θὰ θεωρῶνται εἰς τὰ Γραφεῖα τῆς Ἑταιρείας ἄνευ μετατοπίσεως αὐτῶν.

Πᾶσαι αἱ μισθοδοσίαι καὶ δαπάναι τῶν ρηθέντων ἀντιπροσώπων θὰ καταβάλλωνται ἐξ ἄλλων κεφαλαίων καὶ οὐχὶ ἐκ τῶν διὰ τῆς παρούσης συμβάσεως καθοριζομένων, ἐκτὸς ἐὰν ἤθελεν ἄλλως συμφωνηθῇ μεταξὺ Κυβερνήσεως καὶ τῆς Ἑταιρείας.

ΚΕΦΑΛΑΙΑ ΔΙΑ ΤΑ ΕΡΓΑ ΠΡΟΫΠΟΛΟΓΙΣΜΟΣ

"Αρθρον 22.

Ἐκ τῶν ἐν ἄρθρῳ 2 μνημονευομένων ἔργων ἐννοεῖται ὅτι ἡ Ἑταιρεία θέλει κατασκευάσῃ μόνον ὅσα δύνανται νὰ πληρωθῶσι αὐτῇ καὶ θέλουσι πληρωθῇ μετὰ τῶν προβλεπομένων διὰ τῆς παρούσης ἀμοιβῶν καὶ ἐξόδων διὰ τῶν ποσῶν μὲ τὰ ὁποῖα θὰ πιστωθῇ ἡ Κυβέρνησις ἐκ τῆς ἀγορᾶς τῶν κατὰ Σειρὰν Ὁμολογιῶν ἑνὸς ἑκατομμυρίου Δολλαρίων (1,000,000) ὀνομαστικῆς ἀξίας. Δὲν ἐπιτρέπεται εἰς τὴν Ἑταιρείαν νὰ ἐκτελέσῃ ἔργα, ἢ ν' ἀναλάβῃ ὑποχρέωσίν τινα διὰ λογαριασμὸν τῆς Κυβερνήσεως, ἥτις θ' ἀπήτει τὴν καταβολὴν ποσοῦ καθ' ὑπέρβασιν τῶν ἄνω ἀναφερομένων πιστώσεων καὶ κεφαλαίων.

Ἐπειδὴ τὰ ἐκτελεσθησόμενα ἔργα εἶναι κατεπειγούσης φύσεως καὶ ἀβεβαίου ποσοῦ, συνομολογεῖται ὅτι ἡ Ἑταιρεία ἐκ συμφώνου μετὰ τῶν μηχανικῶν τῆς Κυβερνήσεως, διοριζομένων ἐπὶ τούτῳ γραπτῶς ὑπὸ τοῦ Ὑπουργοῦ τῆς Συγκοινωνίας, θέλει ἑτοιμάσῃ ταχέως προκαταρκτικὸν πίνακα τῶν ἔργων μετὰ τῶν σχεδίων, εἰδικῶν περιγραφῶν ὡς καὶ προϋπολογισμοῦ τῶν δαπανῶν αὐτῶν, ἅτινα θέλει ὑποβάλῃ πρὸς ἔγκρισιν τῷ Ὑπουργῷ τῆς Συγκοινωνίας. Ἐὰν κατὰ τὴν ἐκτέλεσιν τῶν ἔργων ἀποδειχθῇ ὅτι ἡ πραγματικὴ ἀξία τῶν ἔργων εἶναι πιθανὸν νὰ ὑπερβῇ τὴν προϋπολογισθεῖσαν δαπάνην, ὁ Ὑπουργὸς κατὰ γνωμοδότησιν τῶν μηχανικῶν τῆς Κυβερνήσεως καὶ τῆς Ἑταιρείας θέλει ἐλαττώσῃ τὸ προϋπολογισθὲν ποσὸν τῶν ἔργων, εἰς τρόπον ὥστε τὸ σύνολον τῆς ἀξίας νὰ μὴ ὑπερβαίνῃ τὸ ποσὸν τῶν κεφαλαίων καὶ πιστώσεων τῶν διὰ τῆς παρούσης συμβάσεως ὁριζομένων.

ΑΜΟΙΒΗ ΤΗΣ ΕΤΑΙΡΕΙΑΣ ΔΙΑ ΤΑΣ ΥΠΗΡΕΣΙΑΣ ΤΗΣ

"Αρθρον 23.

Ἡ Κυβέρνησις θὰ πληρώσῃ εἰς τὴν Ἑταιρείαν δι' ἀμοιβὴν τῶν παρασχεθησομένων ὡς ἄνω ὑπηρεσιῶν της,

the form and legality of said Serial Bonds and of the Fiscal Agent agreement and also the confirmation of such opinion by said Messrs. Curtis, Mallet—Prevost, Colt & Mosle, this formality being indispensable for placing said Serial Bonds on the New York Market.

INSPECTION AND AUDIT BY THE GOVERNMENT

Article 21.

The execution of all works done under the terms of this agreement shall be under the inspection and audit of the Minister of Communications through representatives officially designated by him in writing for that purpose. All the accounts of the Company in connection with theworks herein specified will be subject toaudit by the said representatives. All contracts between the Company and third parties as well as measurements of work done, materials furnished and the pay rolls of the Company will also be opento the said representatives, who shall have the right to verify the books of the Company relating thereto as well as the corresponding vouchers, which may be inspected at the offices of the Company, but without removal therefrom. All salaries and expenses of the said representatives shall be paid from funds other than those specified in this contract except as may be hereafter mutually agreed between the Government and the Company.

FUNDS FOR THE WORKS, ESTIMATES.

Article 22.

It is understood that of the works described in Article 2, the Company shall construct only such amount as can and will be paid for, together with its fees and expenses as herein provided,by the sums credited to the Goverment from the purchase of the One Million Dollars (1.000.000) face value of Serial Bonds.The Company shall not be permitted to construct any work or incur any obligation for account of the Government, to liquidate which will require any sum in excess of the amount of such credits and funds.

As the works to be done are of an urgent character and of uncertain amount, it is agreed that the Company in agreement with the engineers of the Government, appointed for the purpose in writing by the Minister of Communications, shall promp-tly prepare a preliminary list of the works, together with the plans and specifications and an estimate of the cost thereof and will submit same to the Minister of Communications for his approval. If during the execution of the works it develops that the actual cost of the works is likely to exceed the estimated cost, the Minister shall,with the advice of the said engineers of the Government and of the Company, reduce the amount of the works as planned so that the total cost shall not exceed the amount of the funds and credits as herein specified.

COMPANY'S FEE FOR SERVICES.

Article 23.

The Government shall pay to the Company for its services to be rendered hereunder, a net fixed fee

κατ' ἀποκοπὴν ποσὸν ἑκατὸν εἴκοσι χιλ. Δολλ. (120.000). Ἡ ἀμοιβὴ αὕτη θέλει πληρωθῇ ἐπὶ πλέον τῆς ἐν ἄρθρῳ 24 καθοριζομένης ἀποδόσεως ἐξόδων καὶ θέλει θεωρηθῇ ὡς κατ' ἀποκοπὴν ἀμοιβὴ δι' ὑπηρεσίας παρασχεθείσας συμφώνως τῇ παρούσῃ συμβάσει. Ἡ πληρωμὴ τῆς ἀμοιβῆς θὰ γίνηται διὰ προσθήκης εἰς ἑκάστην μηνιαίαν κατάστασιν προβλεπομένην ὑπὸ τοῦ ἄρθρου 24 ποσοῦ δέκα χιλιάδων Δολλαρίων (10.000) ἐπὶ μῆνας δώδεκα (12). Ἐν περιπτώσει περαιώσεως τοῦ ὑπὸ τῆς παρούσης προβλεπομένου ἔργου πρὸ τῆς παρελεύσεως δώδεκα μηνῶν, τὸ μὴ πληρωθὲν κατὰ τὴν στιγμὴν τῆς περαιώσεως ὑπόλοιπον τῆς ἀμοιβῆς ταύτης θὰ εἶναι ἀπαιτητὸν καὶ πληρωτέον διὰ τῆς τελικῆς καταστάσεως.

Ἐὰν τὸ διὰ τῆς παρούσης προβλεπόμενον ἔργον δὲν ἤθελεν ἀποπερατωθῇ εἰς τὸ τέλος δώδεκα μηνῶν, εἰς οὐδεμίαν πρόσθετον ἀμοιβὴν δικαιοῦται ἡ Ἑταιρεία, ἀλλὰ θέλει ἀποπερατώσῃ ὁλοτελῶς τὰ ἔργα καθ' ὅλην τὴν ὑπὸ τοῦ ἄρθρου 222 προβλεπομένην ἔκτασιν αὐτῶν ἔναντι τῆς ὡς ἄνω ὁρισθείσης καθαρᾶς ἀμοιβῆς.

ΑΠΟΔΟΣΙΣ ΕΞΟΔΩΝ

Ἄρθρον 24.

Ἡ Κυβέρνησις θ' ἀποδώσῃ ἐξ ὁλοκλήρου εἰς τὴν Ἑταιρείαν ὅλας τὰς γενησομένας ὑπ' αὐτῆς ἔξοδα καὶ δαπάνας, καὶ προκαταβολὰς εἰασδήποτε φύσεως, αἵτινες θὰ προήρχοντο καὶ διὰ τὰς ὁποίας θὰ ἦτο ὑπεύθυνος ἐκ τῆς ἐκτελέσεως τῆς παρούσης Συμβάσεως. Πρὸς ἀποφυγὴν πάσης ἀμφισβητήσεως ἐν σχέσει πρὸς τὴν προσαγωγὴν δικαιολογητικῶν ἐγγράφων δαπανῶν τινῶν συμφωνεῖται διὰ τῆς παρούσης ὅτι πρὸς ὁλικὴν συμψηφισμὸν τῶν ἐξόδων καὶ δαπανῶν τοῦ προσωπικοῦ καὶ τῶν ὑπαλλήλων τῆς Ἑταιρείας, εἰς ἃς αὕτη θέλει ὑποβληθῇ διὰ τὴν ἐργασίαν ταύτην, τῶν γενικῶν ἐξόδων καὶ ἀπασχόλησιν τῶν ὑπαλλήλων τοῦ ἐν Νέᾳ Ὑόρκῃ γραφείου τῆς Ἑταιρείας ἢ περιοδευόντων ἐν ταῖς Ἡνωμέναις Πολιτείαις διὰ τὸν ἔλεγχον καὶ ἐπιθεώρησιν τῶν λογαριασμῶν ὑπὸ τοῦ ἐν Νέᾳ Ὑόρκῃ Ταμείου καὶ Ταμιευτικοῦ Τμήματος διὰ τὰς ὑπηρεσίας τοῦ Ἀρχιμηχανικοῦ τῆς Ἑταιρείας, διὰ τὰς ἀπαιτηθησομένας δαπάνας διὰ τὴν διάθεσιν τῶν κατὰ σειρὰν Ὁμολογιῶν, διὰ τὰς ἀσχολίας καὶ δαπάνας τῆς γενικῆς ὑπηρεσίας προμηθειῶν τοῦ ἐν Νέᾳ Ὑόρκῃ γραφείου τῆς Ἑταιρείας, διὰ τὰ ἔξοδα ἀποστολῆς τῶν φορτίων τοῦ ὑλικοῦ ἐκ τῶν Ἡνωμένων Πολιτειῶν, ἡ Ἑταιρεία θὰ πληρωθῇ κατ' ἀποκοπὴν τὸ ποσὸν τριάκοντα χιλιάδων Δολλαρίων (30.000), ἅτινα θὰ πληρωθῶσιν εἰς τὴν Ἑταιρείαν διὰ προσθήκης εἰς βάρος τῆς Κυβερνήσεως εἰς ἑκάστην μηνιαίαν κατάστασιν ποσοῦ δύο χιλιάδων πεντακοσίων Δολλαρίων (2,500) δι' ἕκαστον τῶν δώδεκα μηνῶν ὑπὸ τὸν τίτλον «Γενικὰ Ἔξοδα ἐν ταῖς Ἡνωμέναις Πολιτείαις». Ἐὰν τὰ ἔργα περαιωθῶσι πρὸ τῆς περιόδου τῶν 12 μηνῶν τῶν ὑπόλοιπον ἐκ τῶν τριάκοντα χιλιάδων Δολλαρίων (30.000) μὴ πληρωθὲν μέχρι τῆς χρονολογίας ταύτης καθίσταται ἀπαιτητὸν καὶ πληρωτέον καὶ καταλογίζεται εἰς τὴν τελικὴν κατάστασιν.

ΜΗΝΙΑΙΑΙ ΚΑΤΑΣΤΑΣΕΙΣ

Ἄρθρον 25.

Τὴν 15ην ἡμέραν ἑκάστου μηνὸς ἡ πρὸ αὐτῆς ἡ Ἑταιρεία θὰ καταρτίζῃ καὶ θὰ παρουσιάζῃ εἰς τὴν Κυβέρνησιν καὶ εἰς τὴν Τράπεζαν Ἀθηνῶν προϋπολογισμὸν καθορίζοντα τὸ κατὰ τὴν γνώμην της ἀναγκαῖον ποσὸν κεφαλαίων διὰ τὰ ἔργα κατὰ τὸν ἑπόμενον ἡμερολογιακὸν μῆνα, κατὰ δὲ τὴν 1ην τοῦ αὐτοῦ ἑπομένου μηνός, ἡ πρὸς αὐτῆς ἡ Τράπεζα Ἀθηνῶν θὰ φέρῃ διὰ λογαριασμὸν τῆς Κυβερνήσεως εἰς πίστιν τῆς Ἑταιρείας ἐκ τοῦ εἰς πίστιν τῆς Κυβερνήσεως παρ' αὐτῇ ποσοῦ ὡς προείρηται, ποσὸν ἴσον πρὸς τὸ ἥμισυ τοῦ διὰ τοῦ εἰρημένου μηνιαίου προϋπολογισμοῦ ἀπαιτουμένου.

of One Hundred Twenty Thousand Dollars ($120,000). Said fee shall be paid in addition to the reimbursement of costs specified in Article 24 hereof and shall be considered as a fixed fee for services rendered under this Agreement. The payment of the fee shall be made by adding to the monthly certificates provided for by Article 24 hereof, the sum of Ten Thousand Dollars ($10,000), for each of twelve months. Should the work herein provided for be completed earlier than twelve months, then any part of said fee remaining unpaid at the time of completion shall thereupon become due and payable by charging same into the final certificate. Should the work herein provided for be not completed at the end of twelve months, the Company shall not be entitled to any additional fee but shall complete the works to the full extent provided for in Article 22, for the net fixed fee herein stipulated.

REIMBURSEMENT FOR COSTS.

Article 24.

The Government shall reimburse the Company in full for all costs, expenses and disbursements of whatsoever nature which it may incur or for which it may become liable in the execution of this Agreement. In order to avoid any discussion as to the presentation of substantiating documents for certain expenses, it is hereby agreed that as full compensation for the costs and expenses of the executives and officials of the Company incurred on account of the work; general expenses and time of employees in the principal office of the Company in New York or in travelling in the United States; the auditing and verifying of accounts by the Treasurer and Treasury Department in New York; services of the Chief Engineer of the Company; the executive expenses in connection with the financing and disposition of the Serial Bonds; the time and expenses of the general purchasing department of the Company in its New York office and the cost of expediting the shipment of materials from the United States, the Company shall receive and be paid the sum of Thirty Thousand Dollars ($30,000) which sum shall be paid to the Company by its charging to the Government two Thousand Five Hundred Dollars ($ 2,500) in the monthly estimates for each of twelve months, under the title of General Expenses in the United States. Should the work herein provided for be completed earlier than twelve months, then any part of the said Thirty Thousand Dollars ($30,000) remaining unpaid at the time of completion shall thereupon become due and payable by charging such balance into the final certificate.

MONTHLY CERTIFICATES.

Article 25.

On or before the 15th. day of each month the Company shall prepare and present to the Government and to the Bank of Athens an estimate setting forth the amount of funds it believes will be necessary for the works during the next following calendar month, and on or before the first day of said following calendar month the Bank of Athens, for account of the Government, shall transfer to the credit of the Company from the funds credited by it to the Government, as aforesaid, funds equal to one-half of the amount of such monthly estimate of requirements.

Όταν καὶ εὐθὺς ὡς τὰ ποσὰ ταῦτα παραδοθῶσιν εἰς τὴν Ἑταιρείαν κατὰ τὰ ὡς ἄνω καθορισθέντα, ἡ τελευταία αὕτη θὰ φέρῃ ἐν τοῖς βιβλίοις της εἰς πίστιν τοῦ Κράτους, τὰ οὕτω ληφθέντα ποσά.

Ἡ Ἑταιρεία θὰ καταρτίζῃ καὶ θὰ παραδίδῃ ἢ θ' ἀποστέλλῃ κατὰ τὸ πρῶτον δεκαήμερον ἑκάστου μηνός, ἢ πρὸ αὐτοῦ εἰς τὴν Κυβέρνησιν κατάστασιν δεικνύουσαν τὰ ποσὰ τὰ ὀφειλόμενα εἰς τὴν Ἑταιρείαν διὰ τὰ γενόμενα ἔργα, ἢ ἀγορὰν ὑλικῶν ἢ ποσὰ δαπανηθέντα ὑπ' αὐτῆς ἢ καταλογισθέντα εἰς βάρος τῆς Κυβερνήσεως, λόγῳ τῆς παρούσης συμβάσεως κατὰ τὸν προηγούμενον ἡμερολογιακὸν μῆνα. Αἱ καταστάσεις θὰ συνοδεύωνται ὑπὸ δικαιολογητικῶν, ἐὰν τοῦτο εἶνε δυνατόν. Εἰς περίπτωσιν καθ' ἣν κατὰ τὴν ἡμέραν τῆς ὑποβολῆς τῶν καταστάσεων θὰ ἦτο ἀδύνατος ἡ ἐπισύναψις δικαιολογητικῶν ἐγγράφων τὰ τελευταῖα ταῦτα, δέον νὰ προσαχθῶσιν ἐντὸς τοῦ ἑπομένου μηνός, ἡ δὲ Κυβέρνησις ἐπιφυλάσσεται τοῦ δικαιώματος νὰ διατυπώσῃ βραδύτερον ἀντιρρήσεις ἐπὶ παντὸς κονδυλίου μὴ δικαιολογουμένου ὑπὸ τῶν ἀπαιτουμένων ἐγγράφων. Πᾶσα σχετικὴ ἀντίρρησις τῆς Κυβερνήσεως κατὰ τῶν δικαιολογητικῶν τούτων δέον νὰ διατυποῦται ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς ὑποβολῆς τῆς καταστάσεως, μετὰ δὲ τὴν πάροδον τῆς προθεσμίας ταύτης, ἡ Ἑταιρεία θὰ καταλογίζῃ ὁριστικῶς τὸ ὁλικὸν ποσὸν τῶν ρηθεισῶν καταστάσεων, ἔναντι τῶν κατακεχωρημένων εἰς πίστωσιν τῆς Κυβερνήσεως ποσῶν κατὰ τὸ ἄρθρον 12, ἐκτὸς ἐὰν ἐγένοντο ἀντιρρήσεις, ὁπότε ἡ ἐγγραφὴ θὰ εἶναι προσωρινή, θ' ἀποβαίνῃ δ' ὁριστικὴ ἢ θὰ τροποποιῆται εὐθὺς ἅμα τῇ διαπιστώσει τοῦ ἐγκύρου τῆς ἀντιρρήσεως τῆς Κυβερνήσεως.

ΑΓΟΡΑΙ ΥΛΙΚΩΝ

Ἄρθρον 26.

Ἡ Κυβέρνησις ἅμα τῇ ὑπογραφῇ τῆς παρούσης συμβάσεως θὰ παραδώσῃ εἰς τὴν Ἑταιρείαν, ὅλα τὰ εἰς τὴν κατοχήν της σχέδια, διαγράμματα προϋπολογισμοὺς κλπ. τὰ σχετικὰ πρὸς τὰς διὰ τῆς παρούσης συμβάσεως προβλεπόμενα ἔργα, ἅτινα θὰ χρησιμεύσωσιν ὡς βάσις τῶν ὁριστικῶν σχεδίων τῶν ἔργων.

Ἐὰν ἡ Κυβέρνησις δὲν ἤθελε κοινοποιήσῃ τὴν ἔγκρισιν ἢ τὰς τροποποιήσεις εἰς τὴν Ἑταιρείαν ἐντὸς τῆς τριακονθημέρου προθεσμίας, ἀπὸ τῆς ὑποβολῆς τῶν εἰρημένων σχεδίων, διαγραμμάτων, κλπ, ἡ Ἑταιρεία δύναται νὰ θεωρῇ ταῦτα ὡς ἐγκεκριμένα καὶ θέλει προβῇ εἰς τὴν ἐκτέλεσιν αὐτῶν.

Ἐντὸς πέντε ἡμερῶν ἀπὸ τῆς ὑπογραφῆς καὶ δημοσιεύσεως τῆς παρούσης συμβάσεως καὶ τῆς καταθέσεως τῶν κατὰ Σειρὰν Ὁμολογιῶν παρὰ τῷ Οἰκονομικῷ Πράκτορι πρὸς παράδοσιν εἰς τὴν Ἑταιρείαν καὶ τὴν Τράπεζαν Ἀθηνῶν συμφώνως πρὸς τὴν διάταξιν τοῦ ἄρθρου 5 ἡ Ἑταιρεία θα ἔχῃ ἐπὶ τόπου μηχανικοὺς ἑτοίμους πρὸς ἔναρξιν τῶν τεχνικῶν ἐργασιῶν καὶ ἡ κατασκευὴ τῶν ἔργων θ' ἀρχίσῃ μετὰ ταῦτα εὐθὺς ὡς ἡ Κυβέρνησις ἐγκρίνῃ τὰ σχέδια καὶ ἐνεργήσῃ τὰς ἀναγκαίας ἀπαλλοτριώσεις.

Ἐπειδὴ τὰ ἔργα εἶναι ἐπειγούσης ἀνάγκης τὰ δι' αὐτὰ ἀπαιτούμενα ὑλικά, προμήθειαι καὶ ἐφόδια θ' ἀγορασθῶσιν ὅπου εἶναι δυνατὸν καὶ ὑπὸ τὰς καλλιτέρας συνθήκας, καταβαλλομένης πάσης προσοχῆς διὰ τὴν παράδοσιν, τὸ ἀξιόχρεον, τὴν ποιότητα καὶ τὰς τιμάς. Οἱ ἀντιπρόσωποι τοῦ Ὑπουργοῦ τῆς Συγκοινωνίας, δεόντως ὁρισθέντες, συμφώνως ταῖς διατάξεσι τοῦ ἄρθρου 21 τῆς παρούσης συμβάσεως θὰ συνεννοῶνται μετὰ τῆς Ἑταιρείας καὶ θὰ γνωμοδοτῶσι πρὸς αὐτὴν διὰ τὰς ἀγορὰς ταύτας ὁσάκις ἡ ἀξία αὐτῶν ὑπερβαίνει τὸ ποσὸν τῶν πέντε χιλιάδων Δολλαρίων (5.000).

Whenever and as the said sum shall have been delivered to the Company, as aforesaid, the latter shall credit the Government on its books with the amount so received.

On or before the tenth day of each month the Company shall prepare and deliver or mail to the Government, a certificate showing the amount owing to the Company for work done or materials purchased or money expended by it or charged against the Government on account of this Agreement during the preceding calender month. When possible or practicable, the certificates shall be accompanied by substantiating documents. If at the time of presenting the certificates it should be impossible to present substantiating documents, such documents shall be presented during the following month and the Government reserves the right thereafter to object to any item not substantiated by proper documents. Any objections which the Government may make to these certificates so presented by the Company shall be made within thirty (30) days following such presentation; at the termination of such period the Company shall charge definitely the total of such certificates against the amounts credited to the Government, as provided for in Article 12 hereof, unless objections have been made, in which case the charge shall be provisional and shall become final or shall be modified as soon as the validity of the objection made by the Government has been decided.

PURCHASE OF MATERIALS.

Article 26.

As soon as this Contrait is signed, the Government shall deliver to the Company all the plans, projects, estimates etc. in its posession, relating to the works herein proposed, which shall serve as a base for the definite plans of the work.

If the Government does not notify the Company of its approval or of the modifications desired within thirty (30) days after the presentation of the said plans, estimates, etc., the Company may consider the same as approved and shall proceed to their execution

Within five days after this contract shall have been executed and published and the Serial Bonds shall have been deposited with the Fiscal Agent for delivery to the Company and the Bank of Athens in accordance with the provision of Article 5 hereof, the Company shall have engineers on the ground ready to begin the engineering work, and the construction work shall commence as soon thereafter as the Government shall have approved the plans and made the necessary expropriations.

As the works constitute an emergency, the materials, supplies and equipment required therefore shall be purchased wherever possible and under the best obtainable conditions, due consideration being given to delivery, reliability, quality and price. The representatives of the Minister of Communications, duly appointed in accordance with the provisions of Article 21 of this Agreement, shall consult with and advise the Company in making such purchases when the amount involved exceeds Five Thousand Dollars ($5.000).

ΔΙΕΥΘΥΝΣΙΣ ΤΩΝ ΕΡΓΩΝ

Ἄρθρον 27.

Ἡ Διεύθυνσις τῶν ἔργων ἔσται ὑπὸ τὴν διεύθυνσιν καὶ τὴν δικαιοδοσίαν τῆς Ἑταιρείας, ἥτις μετὰ τὴν ἔγκρισιν τῶν σχεδίων καὶ εἰδικῶν περιγραφῶν καὶ τὴν γραπτὴν ἐξουσιοδότησιν τοῦ Ὑπουργοῦ τῆς Συγκοινωνίας ἢ τοῦ ἐγγράφως διορισθέντος ἀντιπροσώπου αὐτοῦ θὰ ἔχῃ ἐλευθερίαν νὰ λαμβάνῃ τ'ἀναγκαῖα μέτρα διὰ τὴν ἐκτέλεσιν τῶν ἔργων ὅταν καὶ καθ' οἱονδήποτε τρόπον θεωρῇ τοῦτο καλὸν καὶ κατάλληλον.

ΣΧΕΣΕΙΣ ΠΡΟΣ ΤΗΝ ΚΥΡΙΩΣ ΣΥΜΒΑΣΙΝ

Ἄρθρον 28.

Τῆς παρούσης συμβάσεως προβλεπομένης ὑπὸ τῆς ἀρχικῆς Συμβάσεως, τῆς ὁποίας καὶ ἀποτελεῖ παράρτημα, ἐξυπακούεται καὶ συμφωνεῖται ὅτι τὰ ἄρθρα αὐτῆς τὰ ἀναφερόμενα εἰς Ἀπαλλοτριώσεις, Πόλεμος, καὶ Ἀνωμαλίαι, Δοσιδικίαι, Διαιτησίαι, Κείμενον, Ἐκπτώσεις, καὶ Διεύθυνσις' ἀποτελοῦσι μέρος καὶ τῆς παρούσης συμβάσεως, ὡς ἂν κατεχωροῦντο ἐξ ὁλοκλήρου ἐν αὐτῇ.

ΔΙΑΧΕΙΡΙΣΙΣ ΥΦΙΣΤΑΜΕΝΗΣ ΥΔΡΕΥΣΕΩΣ

Ἄρθρον 29.

Ἐντὸς δύο μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς κατασκευῆς τῶν ἔργων τῆς προσωρινῆς ὑδρεύσεως ἡ Ἑταιρεία θέλει συστήσῃ τὴν ἐν ἄρθρῳ 44 τῆς ἀρχικῆς Συμβάσεως ἀναφερομένην Ἑταιρείαν Ὑδάτων, ἥτις θέλει ἀναλάβῃ τὴν ὕδρευσιν καὶ διανομὴν καὶ τὴν ἐν γένει διαχείρισιν τοῦ ὕδατος εἰς τὰς ρηθείσας πόλεις καὶ τὰ περίχωρα αὐτῶν ὑπὸ τοὺς αὐτοὺς ὅρους καὶ κατὰ τὸν αὐτὸν τρόπον, περὶ ὧν προβλέπει τὸ ἄρθρον 44 τῆς ἀρχικῆς συμβάσεως καὶ μετὰ τῶν αὐτῶν δικαιωμάτων καὶ προνομίων τῶν χορηγηθέντων εἰς αὐτὴν ὑπὸ τῆς Συμβάσεως ταύτης. Ἡ σύστασις τῆς Ἑταιρείας καὶ ἡ ὑπ'αὐτῆς ἀνάληψις τῆς ἐκμεταλλεύσεως προσθέτως τῆς μνησθείσης ὑδρεύσεως, ὡς προβλέπεται ἐν τῷ παρόντι ἄρθρῳ, οὐδόλως περιορίζει τὴν ἐνάρθρῳ 44 τῆς ἀρχικῆς συμβάσεως προβλεπομένην διάρκειαν αὐτῆς, ἥτις ὡρίσθη ἀπὸ τῆς συμπληρώσεως τῶν ἔργων ὑδρεύσεως, τῶν προβλεπομένων ἀπὸ τῆς ἀρχικῆς Συμβάσεως, μέχρι τῆς παρόδου τοῦ συμβατικοῦ χρόνου ἐκμεταλλεύσεως, ἤτοι ἐπὶ 22 ἔτη καὶ πέραν τούτου ἐφ' ὅσον δὲν ἔχουσιν ὁλοσχερῶς ἀποσβεσθῇ αἱ ἐν αὐτῇ ἀναφερόμεναι Ὁμολογίαι.

Ἡ Ἑταιρεία Ὑδάτων θὰ εἰσπράττῃ πάσας τὰς ἀκολούθους εἰσφορὰς καὶ φορολογίας:

α') Τὴν ὑπὸ τοῦ 10 ἄρθρου τοῦ Νόμου 3316 προβλεπομένην, ἥτις θὰ βεβαιοῦται ἀπ'εὐθείας ὑπὸ τοῦ Δημοσίου κατὰ τοὺς περὶ Δημοσίων Ἐσόδων Νόμους, τῶν ἐκάστοτε εἰσπραττομένων ποσῶν καταβαλλομένων εἰς τὴν Ἑταιρείαν κατὰ διαστήματα οὐχὶ μεγαλύτερα τῆς τριμηνίας.

β') Πάσας τὰς εἰσφορὰς ὑδροληψίας εἴτε ποσίμου εἴτε θαλασσίου ὕδατος, συμφώνως πρὸς τὸ κατὰ τὰς διατάξεις τῶν ἄρθρων 9 καὶ 11 τοῦ ρηθέντος Νόμου 3316 καταρτισθησόμενον ὑπὸ τῆς ἐν ἄρθρῳ 11 Ἐπιτροπῆς τιμολόγιον, ὅπερ ἀποσταλήσεται τῇ Ἑταιρείᾳ ἐγκεκριμένον ἐντὸς ἑνὸς μηνὸς ἀπὸ τῆς ἐνάρξεως κατασκευῆς τῶν ἔργων προσωρινῆς ὑδρεύσεως. Ἡ Ἑταιρεία Ὑδάτων θὰ εἰσπράττῃ πάσας τὰς εἰσφορὰς διὰ τὴν προμήθειαν τοῦ ὕδατος ποσίμου ἢ θαλασσίου συμφώνως τῷ ἀνωτέρω τιμολογίῳ καὶ βάσει σχετικῶν κανονισμῶν τοὺς ὁποίους ἀπὸ κοινοῦ μετὰ τῆς Κυβερνήσεως ἤθελε κρίνῃ ὀρθοὺς καὶ δικαίους.

Ἡ Ἑταιρεία ὑδάτων θὰ διαθέτῃ τὰ παραλαμβανόμενα

ADMINISTRATION OF THE WORK

Article 27.

The administration of the work shall be within the control and jurisdiction of the Company and after the approval of the plans and specifications and written authorization from the Minister of Communications or of his representative appointed in writing, it will be at liberty to employ the necessary means and processes for the execution of the work, when and in the manner it deems most convenient and expedient.

RELATION TO THE PRINCIPAL CONTRACT.

Article 28.

As this Agreement is authorized byand forms a subordinate part of the Original Contract, it is understood and agreed that the Articles relating to Expropriation, War or Civil Disturbance, Jurisdiction, Arbitration, Text, Forfeiture, and Management are hereby incorporated herein as if at length herein set forth.

MANAGEMENT OF THE EXISTING WATER SUPPLY

Article 29.

Within two months, after the beginning of the construction of the works for provisional water supply the Company shall form theSociété referred to in Article 44 of the Original Contract, and the said Société shall thereupon take charge of the supply and distribution to and generally the management of water for the said cities and their environs, upon the same terms and conditions and in the same manner as are provided in and with the same rights and privileges as are granted to the Société by Article 44 of the Original Contract. The formation of the Société and its taking charge additionally of the exploitation of the said Water Works as in this Article provided in no way limits its duration contemplated by Article 44 of the Original Contract, which duration has been fixed from the completion of the Water Works contemplated by the Original Contract until the elapse of the conventional time of exploitation, i. e. for twenty-two (22) years and further for as long as the Bonds, provided for in the Original Contract, shall not have been completely amortized.

The Société shall receive all of the proceeds of the following taxes.

(a) The tax provided for under Article 10 of the law No 3316 which tax shall be assessed and collected directly by the State in accordance with the laws concerning State revenues, the proceeds of which tax shall be paid to the Société as and when collected, at intervals of not more than three months.

(b) All the water taxes, both for potable and sea-water at the rates fixed in accordance with the provision of Articles 9 and 11 of the said Law No 3316, which said rates shall be fixed by the Commission provided for in Article 11 which rates when approved shall be forwarded to the Company within one month from the beginning of the costruction of the provisional works. The Société shall collect all of such rates and charges for supplying water, both potable and sea-water, in

ὑπ' αὐτῆς ποσὰ ἐκ τῶν ἀνωτέρω περιγραφομένων εἰσφορῶν καὶ φορολογιῶν ὡς ἑξῆς :

1) Πρὸς πληρωμὴν τῶν δαπανῶν τῆς ἐκμεταλλεύσεως καὶ συντηρήσεως τῶν ὑφισταμένων ἔργων ὑδρεύσεως καὶ πάσης εἰς αὐτὰ προσθήκης, γενησομένης συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως συμπεριλαμβανομένων πασῶν τῶν σχετικῶν δαπανῶν ἢ ὑποχρεώσεων τῶν ἀναληφθεισῶν ὑπὸ τῆς Ἑταιρείας ταύτης.

2) Πρὸς πληρωμὴν τοῦ ἐν ἄρθρῳ 44 τῆς ἀρχικῆς συμβάσεως ὁριζομένου ποσοστοῦ λόγῳ ἀμοιβῆς αὐτῆς, ὅπερ ποσοστὸν καθορίζεται τὸ αὐτὸ καὶ διὰ τὴν παροῦσαν σύμβασιν.

3) Πρὸς πληρωμὴν ὁλοκλήρου τοῦ ποσοῦ τῶν τόκων τῶν δέκα ἑκατομμυρίων Δολλαρίων (10.000000) χρεωλυτικοῦ κεφαλαίου ὁμολογιῶν, ἐκδοθεισῶν ὑπὸ τοὺς ὅρους τῆς ἀρχικῆς συμβάσεως ὡς καὶ τῶν σχετικῶν ὑποχρεώσεων τοῦ μεσεγγυούχου.

4) Πρὸς πληρωμὴν τοῦ τε κεφαλαίου καὶ τῶν τόκων τοῦ ἑνὸς ἑκατομμυρίου Δολλαρίων (1.000 00) κατὰ Σειρὰν Ὁμολογιῶν ἐκδοθεισῶν κατὰ τοὺς ὅρους τῆς παρούσης Συμβάσεως, ὡς καὶ τῶν σχετικῶν ὑποχρεώσεων τοῦ οἰκονομικοῦ πράκτορος.

5) Πᾶν ὑπόλοιπον ἀπομένον εἰς χεῖρας τῆς Ἑταιρείας ὑδάτων μετὰ τὰς ἄνω πληρωμὰς καὶ μὴ ἀπαιτούμενον διὰ τὸν ἄνω σκοπὸν θὰ καταβάλληται ὑπὸ τῆς Ἑταιρείας εἰς τὸ Δημόσιον Ταμεῖον διὰ λογαριασμὸν τῆς Κυβερνήσεως ἵνα διατίθεται κατὰ βούλησιν αὐτῆς.

ΙΣΧΥΣ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

Ἄρθρον 30.

Ἡ παροῦσα σύμβασις τίθεται ἐν ἰσχύϊ ἅμα τῇ ὑπογραφῇ αὐτῆς.

Ὑπεγράφη ἐν Ἀθήναις εἰς τριπλοῦν εἰς τε τὸ Ἀγγλικὸν καὶ Ἑλληνικὸν κείμενον.

Ἐν Ἀθήναις τῇ 13 Μαΐου 1925.

Οἱ Ὑπουργοί

Ἐπὶ τῆς Συγκοινωνίας
Ι. ΒΑΛΑΛΑΣ

Ἐπὶ τῶν Οἰκονομικῶν
Κ. ΓΚΟΤΣΗΣ

Τράπεζα Ἀθηνῶν
Ι. ΚΟΥΝΤΟΥΡΙΩΤΗΣ
Ι. ΗΛΙΑΣΚΟΣ

Ἀντιπρόσωπος Γιοὺλεν καὶ Σία
ΤΖΕΪΜΣ ΚΕΪΣ

conformity with the said rates and on the basis of such regulations in connection therewith as it, in accord with the Government, shall consider fair and reasonable.

The Société shall apply the funds received by it from the above mentioned taxes as follows:

First, to pay the operating and maintenance expenses of the existing water-supply system and of any addition thereto made under the terms of this contract, including any expenditures made or obligations incurred by the Société in connection therewith.

Second, to the payment of the percentage fixed as provided in Article 44 of the Original Contract as remuneration for the Société, which percentage is fixed hereby as being the same for this contract.

Third, to the payment in full of the service of interest on the Ten Million Dollars ($10,000,000) Sinking Fund Bonds issued under the terms of the Original Contract, and the Trustees charges in connection therewith.

Fourth, to the payment in full of the service both principal and interest on the One Million Dollars ($1,000 000) Serial Bonds issued under the terms of this contract and the Fiscal Agent's charges in connection therewith.

Fifth, any balance remaining in the hands of the Société not required for the above mentioned purposes shall be paid by the Société into the State Treasury for account of the Government to be disposed of as the Government may desire.

CONTRACT IN EFFECT.

Article 30.

This Contract shall take effect on the date of its signature.

Signed in triplicate both in English and Greek text, at Athens, May the 13 th, 1925.

Athens 13 May 1925.

Minister of Communications
I. VALALA

Minister of Finance
G. GOTSIS

Bank of Athens
I. KOUNTOURIOTIS
I. G. ELIASKO

Representative of Ulen and Company.
JAMES F. CASE

Ἐκ τοῦ Ἐθνικοῦ Τυπογραφείου.