

Data acquired by the Lessee in the course of this Agreement shall be kept confidential and not reproduced or disclosed to third parties by either Party to this Agreement without the prior written consent of the other party. The Lessee shall treat all State Data as confidential and shall not have any rights over the aforementioned data other than the rights of Article 19.7.

19.15 The Lessor shall keep Data confidential and shall not reproduce or disclose such data to third parties without the prior written consent of the Lessee. Notwithstanding the foregoing the Lessor shall be entitled to reproduce or disclose to third parties Data that relate exclusively to any part of the Contract Area that is relinquished or surrendered by the Lessee in accordance with this Agreement.

19.16 All Proprietary Data shall be kept confidential and not reproduced or disclosed to third parties by the Lessor without the prior written consent of the Lessee. Notwithstanding the foregoing the Lessor shall be entitled to reproduce or disclose Proprietary Data to third parties at the expiry of a period of five (5) years from the termination of this Agreement or from the relinquishment of any part of the Contract Area only for these Proprietary Data which correspond to the area of relinquishment.

19.17 The provisions of Article 19.14 and 19.15 shall not prevent disclosure by:

- (a) the Lessee to the government of the place of its incorporation or of any other jurisdiction in which it operates or any department, agency or instrumentality thereof if required by the law in that jurisdiction or to recognised stock exchanges on which shares of the Lessee or its Affiliate Enterprises are traded if required by law or rules thereof;
- (b) the Lessee to an Affiliate Enterprise or to its contractors or their subcontractors or to their professional advisors, financial institutions or insurance companies if they consider it reasonably necessary for the purposes of conducting Petroleum Operations;
- (c) the Lessee to bona fide prospective assignees of an interest in this Agreement, a corporation with which the Lessee or any Affiliate Enterprise is conducting bona fide negotiations directed towards a merger or consolidation or disposal of its share capital, upon fifteen (15) calendar days prior written notice to the Lessor, identifying the parties to which disclosure will be made; provided, however, that the Lessor may veto any such disclosure where a party to which such disclosure is proposed is in bona fide discussions with the Lessor regarding rights to conduct Petroleum Operations in the State or for reasons of national security;
- (d) the Lessee to any party with whom the Lessee is directed by the Lessor to enter into a unitisation programme in accordance with Article 11;
- (e) the Lessor to any Governmental Authority, financial institution or person acting as a consultant or professional adviser to the State;

(f) the Lessor and the Lessee to arbitrators and Sole Experts appointed pursuant to this Agreement.

19.18 All Data and Proprietary Data disclosed to third parties under paragraphs (b) to (f) of Article 19.17 shall be disclosed on terms which to the extent possible ensure that the same are treated as confidential by the recipient for so long as such Data remains subject to the confidentiality undertakings specified herein.

19.19 Neither the Lessee nor the Lessor shall be bound by the confidentiality undertakings as set forth herein with respect to any Data or Proprietary Data which is in or becomes part of the public domain through no fault of the disclosing Party or which the relevant Party may document that was already known by such Party before the Effective Date or obtained from a third party having the right to disclose such data.

19.20 Nothing in this Article 19 shall require the Lessee, its Affiliate Enterprises, contractors or their sub-contractors to disclose their own proprietary technology unless such disclosure is necessary to the evaluation and undertaking of any data resulting therefrom, provided always that any proprietary technology so disclosed to the Lessor shall be kept confidential by the Lessor until such time as the technology involved ceases to be proprietary to the disclosing Party.

19.21 For the purposes of this Article, any reference to the "Lessee" shall be deemed to be a reference to the Lessee or any Co-Lessee.

ARTICLE 20

TRANSFER AND ASSIGNMENT OF RIGHTS AND OBLIGATIONS

20.1 Subject to the provisions of paragraph 2 of article 4 of the Hydrocarbons Law and in accordance with the provisions and the procedure laid down in paragraphs 4, 5 and 6 of article 7 of the same Law:

- (a) The Lessee may transfer in whole or in part its contractual rights and obligations to an Independent Third Party solely upon written consent of Lessor which consent shall not be unreasonably withheld or delayed, and approval by the Minister. The Lessor may refuse consent, if the grounds of paragraph 2 of article 4 of the Hydrocarbons Law apply or if the Independent Third Party does not meet the criteria referred to in paragraph 18 of article 2 of the Hydrocarbons Law. When giving such consent, the Lessor may set any conditions on the Lessee to safeguard its own interests.

The consent of the Lessor described above shall also be required whenever any interest in an Affiliate Enterprise which controls, directly or indirectly, the Lessee is to be transferred such as to cause a change in Control of the Lessee and the Lessee, when seeking such consent, shall provide adequate information concerning corporate structure, capital ownership Control and management.

- (b) Subject to the provisions of paragraph 2 of article 4 of the Hydrocarbons Law,

and in accordance with the provisions and the procedure laid down in paragraph 5 of article 7 of the same Law, the Lessee shall be entitled upon obtaining the prior written consent of the Lessor and approval by the Minister, to transfer, in whole or in part, its rights and obligations under the Agreement to an Affiliate Enterprise, provided that the Lessee shall continue to be, vis-à-vis the Lessor jointly and severally responsible with the transferee Affiliate Enterprise, for the performance of all obligations under the Agreement. The grant of this consent may only be refused on the grounds of paragraph 2 of article 4 of the Hydrocarbons Law or if the Affiliate Enterprise does not meet the criteria referred to in paragraph 18 of article 2 of the Hydrocarbon Law.

- (c) Any Co-Lessee shall be entitled to transfer all or part of its contractual rights and obligations under this Agreement to any other Co-Lessee at the time of such transfer, following the written consent of the Lessor and approval by the Minister,
- 20.2 Any transfers of rights and obligations by the Lessee under this Agreement shall only become effective with regard to the Lessor as of the date of service upon it of certified copies of the deed of assignment or any other transfer document. If such transfer takes place during the Exploration Stage or the Special Exploration Stage Extension (as the case may be), the Bank Guarantee of Article 3.7, as reduced from time to time, shall remain valid, binding and enforceable at all times or is appropriately replaced, (if needed).
- 20.3 No transfer of the operatorship shall be permitted without the prior written consent of the Lessor, which consent shall not be withheld except for reasons of the financial and technical capabilities of the proposed Operator.
- 20.4 For the purposes of this Article, any reference to the "Lessee" shall be deemed to be a reference to the Lessee or any Co-Lessee.

ARTICLE 21

VIOLATIONS, LESSEE'S FORFEITURE

- 21.1 If the Lessee and/or any Co-Lessee is in default of any of its obligations under the Agreement, the Lessor may give written notice of such default to the Lessee within six (6) Months from the date on which it first became aware of such default and shall, in such notice, invite the Lessee to remedy it and to keep the Lessor harmless from any loss or damage caused thereby. If the Lessee fails to remedy its default, or if no amicable settlement is reached between the Parties (each within the following ninety (90) calendar days from the date of service of such notice), the Lessor may terminate this Agreement by further notice to the Lessee.
- 21.2 The Lessor covenants that the right to declare that the Lessee has forfeited its rights under this Agreement conferred on the Lessor by the Hydrocarbons Law in the circumstances set out in paragraphs 8 and 9 of article 10 of the Hydrocarbons Law will not be exercised by the Lessor unless:-

- (a) the Lessor has, by written notice to the Lessee, given not less than ninety (90) calendar days' notice of its intention to forfeit those rights and stating in detail the reasons for the intended forfeiture;
- (b) the Lessor has, in the notice, specified a date not less than thirty (30) calendar days after the notice before which the Lessee may submit any matter which it wishes the Lessor to consider;
- (c) the Lessor has, in the notice, specified a period of not less than sixty (60) calendar days to remedy and remove such ground;
- (d) the Lessor has taken into account:-
 - (i) any matter submitted to them by the Lessee pursuant to Article APØPO 21(b); and
 - (ii) any action taken by the Lessee to remedy and remove that ground.

21.3 Following the execution of this Agreement, the Lessee and/or any Co-Lessee may not be placed under the direct or indirect control of a foreign state which is not a member state of the European Union, or under the direct or indirect Control of a citizen of such state without the prior approval of the Council of Ministers in accordance with the provision and the procedure laid down in paragraph 3 of article 4 of the Hydrocarbons Law. Notwithstanding any of the provisions in this Article 21, breach of this Article 21.2(i) shall result in the Lessee forfeiting all of its rights under the Agreement following a resolution of the Council of Ministers to this effect.

21.4 Any dispute between the Lessor and the Lessee as to whether any event has occurred which pursuant to Article APØPO 21, would entitle the Lessor to declare that the Lessee has forfeited its rights pursuant to paragraph 8 or, as the case may be, paragraph 9 of article 10 of the Hydrocarbons Law shall be settled by arbitration pursuant to 22.2.

21.5 If the Lessor terminates this Agreement, each Party's further rights and obligations shall cease immediately on termination except that:

- (a) the provisions of Articles 1.4, 3.1, 6.3, 8.3 to 8.8 (inclusive), 9.1, 9.2, 12.1, 15.4, 19.15 to 19.21 (inclusive), 23.1 to 23.8 (inclusive), 23.10, 28, 30 and 31 shall survive termination; and
- (b) termination does not affect the accrued rights of each Party at the date of termination.

ARTICLE 22

INSOLVENCY OF THE LESSEE

22.1 If at any time during the term of this Agreement:

- (a) any corporate action, legal proceedings, procedure or other step including without limitation the commencement of a meeting, making of an application, presentation of a petition, the passing of any resolution and/or the making of order occurs and as a result, an order is made or a resolution is passed by a court of competent jurisdiction dissolving, liquidating or winding up (or an analogous procedure) the affairs of the Lessee by reason of the Lessee's insolvency or the inability of the Lessee to meet its payment obligations as they arise in the ordinary course of business; or
- (b) the Lessee makes an assignment for the benefit of its creditors of any substantial part of its assets or a receiver or manager of the Lessee is appointed under a debt instrument or similar security interest,

the Lessor may by thirty (30) Business Days notice in writing to the Lessee declare that the rights of the Lessee under this Agreement are forfeited and this Agreement is terminated.

22.2 If in respect of any Co-Lessee an event occurs of the kind described in paragraph 22.1 the rights of the Lessee under this Agreement shall not be liable to forfeiture but any Co-Lessee in respect of whom any such event has occurred shall if so required by the Lessor, promptly assign or transfer its interest in the Agreement to the remaining Co-Lessee, pro rata to their interest and the remaining Co-Lessee shall enjoy the benefit of the interest so assigned or transferred and be liable jointly and severally for the corresponding obligations.

ARTICLE 23

SOLE EXPERT DETERMINATION AND SETTLEMENT OF DISPUTES

23.1 Where it is stipulated in this Agreement that any difference between the Parties or between the Lessor and any Co-Lessee or any inability or failure by the Parties or by the Lessor and any Co-Lessee to agree on any matter (a "Dispute") shall be referred for determination to a Sole Expert, unless the Parties or the Lessor and any Co-Lessee agree otherwise the following shall apply:

- (a) The Sole Expert shall be selected by the Lessor in accordance with articles 2.1 and 2.2 of the Presidential Decree within fifteen (15) calendar days (the "Election Period") from submission of a written notification by a Party (the "Initiating Party") to the other Party (the "Receiving Party") of its intention to refer a Dispute for determination to a Sole Expert and nominating the Sole Expert.
- (b) Upon a Sole Expert being selected under the foregoing provisions of this Article,

the Lessor shall forthwith notify this Sole Expert of its selection by the Parties and shall request it to state within five (5) calendar days (the "Acceptance Period") whether or not it is willing and able to accept the appointment. If such Sole Expert shall be either unwilling or unable to accept such appointment, or shall not have accepted (the "Disqualified Expert") within the Acceptance Period then the Lessor shall select an alternative Sole Expert within five (5) calendar days following the end of the Acceptance Period.

(c) For the purposes of determination by the Sole Expert of the Dispute, each Party shall submit to the Sole Expert within thirty (30) calendar days (the "Submissions Period") following the Sole Expert's acceptance of appointment to both Parties:

- (i) a description of the Dispute;
- (ii) a statement of its position; and
- (iii) any documents supporting and / or justifying its position.

The Sole Expert may, in its absolute discretion, consider any additional information submitted by either Party and / or any other procedural matters not specifically addressed herein.

(d) The terms of reference upon which the Sole Expert shall seek to resolve a Dispute shall be mutually agreed between the Parties. The parameters within which the Sole Expert shall make its determination shall be strictly within the terms of reference, provided that if the Parties fail to agree on the terms of reference, the Sole Expert shall consider the terms of reference proposed by both Parties and decide upon its own (to which the Parties shall be bound). The Sole Expert shall make its determination in writing and notify the Parties of such determination.

(e) Save in the event of fraud or manifest error, the Sole Expert's determination shall be conclusive and binding on the Parties and shall be delivered within thirty (30) calendar days following the end of the Submissions Period. The decision of the Sole Expert may be referred to arbitration by way of appeal on a point of law, but not on point of fact. Pending resolution of the dispute by the Sole Expert, there will be no suspension of the Agreement and the Lessee shall have the right and the obligation to continue operations under the Agreement.

(f) If the Sole Expert dies or becomes unwilling or incapable of acting, or does not deliver the determination within the time required by this clause then:

- (i) the Lessor and the Lessee shall promptly select a replacement Sole Expert; and
- (ii) this Article shall apply to the new Sole Expert as if he were the first Sole Expert appointed.

- (g) The language to be used for the purposes of the Sole Expert determination shall be English.
- (h) The costs of engaging the Sole Expert shall be borne equally by the Lessor and the Lessee. Each Party shall bear its own costs in preparing any materials for and making its presentations to, the Sole Expert.
- (i) Each Party shall act reasonably and co-operate in good faith to give full effect to all the provisions of this clause and shall do nothing to hinder or prevent the Sole Expert from reaching his determination.
- (i) If the Lessor fails to appoint a Sole Expert (or, as the case may be a replacement Sole Expert) within the time limits prescribed by this Article, then the Lessee shall be entitled to refer the relevant dispute, controversy or claim to arbitration in accordance with the following provisions of this Article.

23.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity thereof between the Parties, or between the Lessor and any Co-Lessee.

- (a) is not to be referred for determination by a Sole Expert under Article 23.1; or
- (b) has been referred to the Sole Expert whose decision is appealed on a point of law; or
- (c) if the Lessor has not appointed a Sole Expert (or, as the case may be, a replacement Sole Expert) within the time limits prescribed by this Article.

shall be finally settled by arbitration.

23.3 The place of arbitration shall be Athens, Greece.

23.4 The number of arbitrators shall be three; they shall be appointed in accordance with the provisions of paragraph 13 of article 10 of the Hydrocarbons Law.

23.5 The arbitration shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce (in force from time to time), to the extent that there is no conflict between any of those Rules and the provisions of this Agreement and/or the Greek Law. In the event of any such conflict, the provisions of this Agreement and Greek Law shall prevail.

23.6 The language to be used in the arbitral proceedings shall be Greek unless the Parties agree otherwise.

23.7 A decision of the majority of the arbitrators shall be final and binding upon the Parties and the award rendered shall be final and conclusive. Judgment on the award rendered may be entered in any court for a juridical acceptance and for enforcement, as the case may be.

23.8 During the period of any arbitration the time limits set for the fulfilment by either Party or

those contractual obligations under this Agreement which are the subject of such arbitration shall be suspended for a time period equivalent to the period of such arbitration.

23.9 Pending resolution of the dispute by the panel of arbitrators, there will be no suspension of the Agreement and the Lessee shall have the right and the obligation to continue operations under the Agreement, unless those operations are the specific subject of the dispute.

23.10 For the purposes of this Article, it is clarified that any dispute between the Lessor and any Co-Lessee under this Agreement shall always be considered a dispute between the Lessor and the Lessee and any reference of such dispute to the Sole Expert or to arbitration under this article shall always be considered a reference of dispute between the Lessor and the Lessee.

ARTICLE 24

PERFORMANCE OF THE AGREEMENT – TIME

24.1 The Parties shall do everything necessary so as to accomplish the objectives of the Agreement.

24.2 The Parties agree to cooperate harmoniously and in a spirit of good faith with a view to the achievement, as promptly and as efficiently as possible, of the objectives of the Agreement, in strict conformity with all its provisions.

24.3 Time is of essence in this Agreement.

ARTICLE 25

CONTRACTORS, SUB-CONTRACTORS, PERSONNEL AND TRAINING

25.1 Subject to the following provisions of this Article, the Lessee shall be entitled to employ contractors and the latter shall be entitled to employ sub-contractors for the performance of this Agreement. The Lessee is obliged to submit to the Lessor a copy of any such contracts entered into with contractors (including with Affiliate Enterprises) and, if applicable, of any contracts in accordance with Article 19.3.

25.2 The Lessee shall obtain the Lessor's prior written consent before entering contracts for goods and services for Petroleum Operations except where:

- (a) in the Exploration Stage, the contract (or related series of contracts) is expected to involve expenditure of less than five hundred thousand (500.000) Euro (€500.000) ; or
- (b) in the Exploitation Stage, the contract (or related series of contracts) is expected to involve expenditure of less than one and a half million Euro (€1.500.000).

If the Lessor has not provided its consent within fifteen (15) Calendar Days from the day of submission, such consent shall be deemed to have been granted. The Lessor shall be entitled to withhold its consent only if it can sufficiently demonstrate at least one of the following reasons:

- I. the contractual consideration substantially diverges from comparable contracts;
- II. the counterparty does not have the technical experience to perform its obligations thereunder; or
- III. the financial condition of the counterparty according the most recent financial statements available proves it is inadequate to perform its obligations thereunder.

The foregoing provisions of this Article 25.2 do not apply to the extent they would hinder the Lessee from taking all necessary and proper measures for the protection of life, health, the environment and property if there is an emergency (including a significant fire, explosion, Hydrocarbon release or sabotage; incident involving loss of life, serious injury to an employee, contractor or third party, or serious property damage; strikes and riots; or evacuation of personnel)

Notwithstanding the provisions of Article 25.2, the Lessee shall, at any time after the Effective Date, submit to the Lessor its guidelines and procedures that govern the approval that is required for the Lessee to enter into contracts for goods and services for Petroleum Operations.

- 25.3 The Lessee, its contractors and any sub-contractors employed by the Lessee, shall be entitled to employ foreign personnel in Greece for Petroleum Operations. The Lessee shall (and shall procure that its subcontractors shall) give due and proper consideration to preferring Greek and EEA sourced services, materials, equipment, consumables and other goods when their price, quality, time of delivery and other terms are comparable to those available internationally.
- 25.4 Subject to the conditions and requirements of paragraph 9 of article 6 of the Hydrocarbons Law, the Lessor will support all applications by the Lessee to the competent authorities for permits for entry, residence, movement and work in Greece for all foreign personnel referred to in the preceding paragraph and to the members of their family, unless there exist reasons pertaining to national or public security and order.
- 25.5 The Lessee shall be obliged each year to train at its installations local technical and scientific personnel in such numbers and for such periods of time as shall be stipulated by resolution of the Minister in accordance with the provisions of paragraph 10 of article 6 of the Hydrocarbons Law. Costs associated with such training incurred by the Lessee shall not exceed the agreed costs of Lessee's training obligations, as these are set for in Article 0 of this Agreement.

ARTICLE 26
FORCE MAJEURE

- 26.1 Failure or delay to perform any of their contractual obligations by either the Lessor or Lessee, shall not be regarded as a breach of the Agreement and shall not give rise to any right or claim by either Party against the other if such failure or delay is due to Force Majeure or to consequences arising therefrom.
- 26.2 "Force Majeure" means any event beyond the reasonable control of the Party claiming to be affected by it and not caused or contributed to by such Party and shall include, but shall not be limited to, acts of God, epidemics, earthquakes, fires, floods, explosions, strikes, lockouts, wars and state of war, revolutions, civil commotions, insurrections, mutinies and acts of the State or of any foreign government. Force Majeure shall not excuse the failure to pay any sum when due hereunder and a lack of funds shall not constitute Force Majeure.
- 26.3 If as a result of an event of Force Majeure either the Lessor or the Lessee is prevented from performing its obligations or exercising its rights under this Agreement, the performance of any obligation or the exercise of any right under this Agreement shall be suspended to the extent to which the relevant Party is affected by the said event of Force Majeure and during such time as it lasts and for such reasonable additional time thereafter as might be required for normal resumption of the Petroleum Operations and/or other contractual obligations.
- 26.4 In the event of Force Majeure, the Party prevented from performing its obligations or exercising its rights under the Agreement shall immediately give to the other Party notice of the nature of the Force Majeure and its probable duration.
- 26.5 If as a result of an event of Force Majeure Petroleum Operations and/or other contractual rights and obligations hereunder are suspended for more than twelve (12) Months, the Parties shall meet to discuss in good faith the continuance or termination of this Agreement. If no agreement can be reached by the Parties within twelve (12) Months from the date of the expiry of the aforementioned twelve (12) Month suspension period, the Lessor or the Lessee may give to the other notice of termination of this Agreement which notice shall become effective six (6) Months following the date of service of such notice.
- 26.6 The Parties agree in particular that in the event that, as a result of a court order or any judicial decision exclusively in respect to a Consent the Exploration Operations are interrupted, such incident shall constitute a Force Majeure event and the provisions of this Article 26 shall apply accordingly, save that the twelve (12) month suspension time period of Article 26.5 shall be extended up to a period of twenty-four (24) months.

ARTICLE 27

SUSPENSION OF THE EXPLORATION STAGE

- 27.1 If at any time the Lessee wishes to conduct an activity necessary for the performance of Petroleum Operations and satisfaction of the Annual Work Programme in respect of which a Consent is required, then a Response must be issued within the time limit prescribed under the applicable Law or, where a Law does not prescribe a time limit, within the time limit prescribed by Article 4 of Law 2690/1999 (Administrative Procedure Code) (the "Prescribed Time Limit"). Subject to the provisions of Article 27.6, if a Response is not issued within the Prescribed Time Limit, then the Lessee may, upon expiry of such period, provide the Lessor with notice in writing that the Prescribed Time Limit has expired (a "Prescribed Time Limit Expiry Notice").
- 27.2 Upon receipt by the Lessor of a Prescribed Time Limit Expiry Notice there shall commence a period of fifteen (15) calendar days during which the Lessor and the Lessee shall cooperate using their best endeavours to procure the issuance of a Response (the "Cooperation Period").
- 27.3 If upon the expiry date of the Cooperation Period the Lessor and Lessee have failed to procure the issuance of a Response, then on and from such date the time for performance of the obligations in respect of which the Consent is required shall be suspended immediately pending issuance of a Response (the "Suspension Period").
- 27.4 During the Suspension Period the Lessee and the Lessor shall use their best endeavours to procure a Response.
- 27.5 A Suspension Period shall terminate on the date when a Response is issued and on and from that date the affected obligations of the Lessee shall resume and shall be carried out in the remaining unexpired period of the relevant Phase, which shall be extended accordingly. Nothing in this Article 27.5 shall deprive the Lessee of its rights to proceed to the next Phase or reduce the overall period of any subsequent Phase, or the Exploration Stage or the Exploitation Stage, in accordance with the terms of this Agreement.
- 27.6 The Lessee shall not be entitled to issue a Prescribed Time Limit Expiry Notice if a Proper Application has not been made. A "Proper Application" is made if the application for Consent is in all respects complete in form and substance, and in accordance with Law.
- 27.7 An application for Consent shall be deemed to be a Proper Application for the purposes of this Agreement if the relevant Governmental Authority has not otherwise advised the Lessee in writing by the expiry of the Prescribed Time Limit.

ARTICLE 28
NOTIFICATIONS- AGENT FOR SERVICE

28.1 Unless otherwise provided in this Agreement, all notices given under this Agreement shall be:

- (a) in writing;
- (b) in English or Greek; and
- (c) delivered personally or by pre-paid recorded delivery (or international courier if overseas) or by fax addressed as follows

If to the Lessor:

Ministry of Environment, Energy & Climate Change
Attention: General Secretariat for Energy
Petroleum Policy Directorate
119 Messogeion Avenue, 101 92, Athens, Greece
Mr Athanasios Zacharopoulos
Tel/Fax: +30 210 6969312 Fax: +30 210 6969034

If to the Lessee:

Hellenic Petroleum S.A. 8A Chimarras str., 15125 Maroussi Athens Greece
Attention: Yannis Grigoriou, D. General Director Exploration & Production of Hydrocarbons Division
Fax: +30 210 630299
With a copy to: Foivos Simeonodis

If to the Lessee:

Edison International SpA 31, Foro Buonaparte, 20121, Milan,
Italy
Attention: Exploration Director
Fax: +39 02 6222 7041
With a copy to: Edison SpA

If to the Lessee:

Petroceltic Resources PLC, 3rd Floor, 8 Waterloo Place, London SW1Y 4BE,
UK

Attention: Peter Shiner, Country Manager, Italy/ Exploration Manager, Italy &
Mediterranean

Fax: +39 0668213236

With a copy to: Petroceltic Italia S.r.l., Via E.Q. Visconti 20, Int. 5, 00193 Rome,
Italy

- 28.2 In the absence of evidence of earlier receipt, and subject to Article 28.3 and 28.4, a notice shall be deemed given and received:
- (a) if delivered personally by hand, when left at the address referred to above;
 - (b) if sent by pre-paid recorded delivery (except air mail), two (2) Business Days after posting it;
 - (c) if sent by airmail, five (5) Business Days after posting it;
 - (d) if sent by international courier, five (5) Business Days after it is collected by such courier from the sender; and
 - (e) if sent by facsimile, at the time of transmission (as per a transmission report from the machine from which the facsimile was sent).
- 28.3 If receipt or deemed receipt of a notice occurs before 9am (in the country of receipt) on a Business Day, the notice shall be deemed to have been received at 9am (in the country of receipt) on that day, and if deemed receipt occurs after 5pm (in the country of receipt) on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9am (in the country of receipt) on the next Business Day.
- 28.4 The deemed service provisions in Article 28.2 shall not apply to a notice served by fax, if, before the time at which the notice would otherwise be deemed to have been served pursuant to that Article, the recipient informs the sender that the notice has been received in a form which is unclear in any material respect (and, if it so informs the sender by telephone or email, it also despatches a confirmatory facsimile within two hours).
- 28.5 In proving service, it shall be sufficient to prove that:
- (a) the envelope containing the notice was addressed to the address of the relevant Party set out in Article 28.1 (or as otherwise notified by that Party pursuant to paragraph 6) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post letter or letter sent by international courier; or

(b) notice was transmitted in full by facsimile to the facsimile number of the relevant Party set out in Article 28.1 (or as otherwise notified by that Party pursuant to Article 28.6) (as evidenced by a machine-generated confirmation of full receipt);

28.6 A Party may by notice of at least five (5) Business Days to the other Party change the address or facsimile number to which notices to it are to be delivered.

28.7 No notice given under this Agreement shall be validly served if only sent by e-mail.

28.8 All communications between the Parties (other than notices) shall, unless the Agreement provides otherwise, be:

(a) in writing; and

(b) in English or Greek,

(c) and may be made by email.

28.9 Articles 28.1 to 28.8 (inclusive) do not apply to the service of any Service Documents.

28.10 Each Co-Lessee irrevocably agrees with the Lessor that any Service Document may be sufficiently and effectively served on it in connection with any Proceedings by service on its process agent. For the purposes of this paragraph:

(a) Hellenic Petroleum S.A. appoints as its process agent in connection with Proceedings:

Theodora Papadimitriou, advocate, Neophytou Douka str. no 1, 106 74 Athens, Greece

(b) Edison International SpA appoints as its process agent in connection with Proceedings:

KLC Law Firm, Ypsilantou str. no 2, 106 75, Athens, Greece.

Attention: Mr. Alexandros Tsirigos

(c) Petroceltic Resources PLC appoints as its process agent in connection with Proceedings:

Pamboukis, Maravelis, Nikolaidis & Associates Law Firm, Vasilissis Sophias no 25 106 74 Athens, Greece.

Attention: Leonidas Maravelis

In the event of a transfer of rights in accordance with Article 20 of this Agreement, the process agent of the Lessee pursuant to this Article shall be deemed to be the process agent of each of the Co-Lessee from time to time until revocation or resignation.

- 28.11 Each Co-Lessee agrees with the Lessor to maintain the appointment of its process agent (and any replacement process agent appointed pursuant to Article 28.12) and it shall not withdraw the appointment of any such process agent until its replacement shall have been validly appointed and it shall have given the Lessor notice of the name and address of the replacement process agent.
- 28.12 If the process agent referred to in Article 28.11 (or any replacement process agent appointed pursuant to this Article 28.12) at any time ceases for any reason to act as such, his appointor shall appoint a replacement process agent with an address for service in Greece, and shall give the Lessor notice of the name and address of the replacement process agent. If a Co-Lessee fails to appoint a replacement process agent or give the Lessor notice of the name and address of a replacement process agent as required by this Article 28.12, the Lessor shall be entitled by notice to the defaulting Co-Lessee to appoint such a replacement process agent to act on the defaulting Lessee's behalf. The defaulting Co-Lessee shall bear all the costs and expenses of replacement process agent appointed by the Lessor in these circumstances.
- 28.13 Each Co-Lessee may, by notice of at least five (5) Business Days to the Lessor, change the address of its process agent (or any replacement process agent appointed pursuant to Article 28.12) to another address in Greece.
- 28.14 Any Service Document served pursuant to this Article shall be marked for the attention of the relevant process agent and addressed to the address set out in Article 28.9 or to the address notified pursuant to Articles 28.11, 28.12 or 28.13 (as the case may be).
- 28.15 Any Service Document marked for the attention of the relevant process agent and addressed to the address set out in Article 28.9 or to the address notified pursuant to Articles 28.11, 28.12 or 28.13 (as the case may be) pursuant to Article 28.14 shall be deemed to have been duly served if:
- (a) left at such address by hand, when it is left; or
 - (b) sent by first class pre-recorded delivery or registered post to such address, two (2) Business Days after the date of posting.
- 28.16 Each Co-Lessee shall send by post to the Lessor a copy of any Service Document served by it (or on its behalf) on a process agent pursuant to this Article (to the address set out in Article 28.1 or 28.6 (as the case may be), but no failure or delay in doing so shall prejudice the effectiveness of service of the Service Document in accordance with Article 28.14.
- 28.17 Each Co-Lessee agrees that failure by any process agent to give notice of any process to it, or to give a copy of any Service Document served on it, shall not impair the validity of such service or of any Legal Proceedings based on that process.
- 28.18 Nothing contained in Articles 28.10 to 28.17 affects the right to serve a Service

John Costopoulos, CEO

Edison International SpA

Nicola Monti, Managing Director

Petroceltic Resources PLC

Peter Shiner, Country Manager, Italy/ Exploration Manager, Italy & Mediterranean

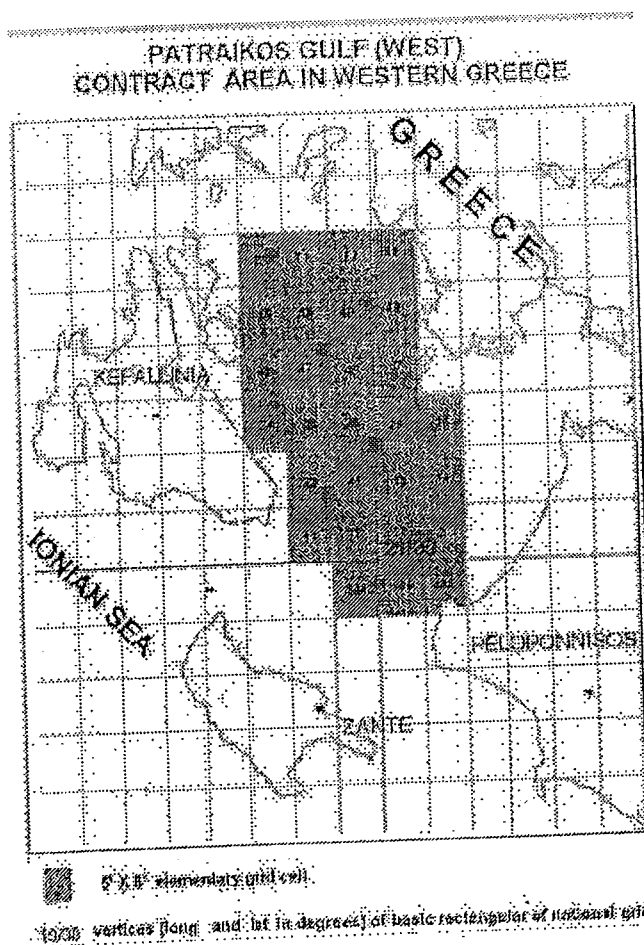
ANNEX A

ELEMENTARY GRID CELLS CONSTITUTING THE CONTRACT AREA

20/37,144S - 20/38,11S - 20/38, 12S- 20/38,23S - 20/38,24 S -20/38,34S - 20/38,35S,
 20/38,36S - 20/38,46S - 20/38,47S - 20/38,48S - 20/38,58S - 20/38,59S - 20/38,60S -
 20/38,70S - 20/38,70L (Atokos Island)-20/38,71S- 20/38,72S-21/37,133S-21/37,134S-
 21/38,1S - 21/38,2S-21/38,13S- 21/38,14S-21/38,25S-21/38,26S-21/38,37S- 21/38,49S -
 21/38,61S - 21/38,61L (Including Islets except Petalas Island).

ANNEX B

MAP OF CONTRACT AREA



Document in another manner permitted by law.

ARTICLE 29

MODIFICATIONS OF THE AGREEMENT

- 29.1 The terms of this Agreement, may only be modified by written agreement between the Parties and any amendment of its terms shall only be effective upon ratification by the State Parliament with the exception of any amendment to Article 1.5 effected as a result of any transfer of interest by any Co-Lessee, or transfer of operatorship, which will be effective in accordance with the provisions of this Agreement and the Hydrocarbons Law.
- 29.2 Upon application by the Lessee, time limits for the fulfilment of Lessee's obligations may be extended with the written consent of the Lessor, except for time limits the extensions of which are specifically regulated by the Hydrocarbons Law.

ARTICLE 30

APPLICABLE LAW

- 30.1 This Agreement has been executed in Greek and in English. In case of discrepancies between the texts, both the English and Greek texts shall be referred to in an attempt to resolve ambiguities but the Greek text shall prevail.
- 30.2 This Agreement shall be governed by, and construed in accordance with, Greek Law.
- 30.3 No provision of this Agreement derogates, or shall require the State to derogate, from any requirement under the Community Treaties, including, for the avoidance of doubt, any requirement of any European Union law made under the Community Treaties.
- 30.4 If any amendment, deviation, exemption or adjustment to Greek Law made by this Agreement is found to be unconstitutional, or, notwithstanding Article 30.3, to be inconsistent with a requirement under the Community Treaties including, for the avoidance of doubt, any requirement of any European Union law made under the Community Treaties, the Parties shall negotiate an amendment to this Agreement, with the intention that a functionally equivalent position is achieved.
- 30.5 The State shall not be liable to the Lessee if any amendment, deviation, exemption or adjustment to Greek Law made by this Agreement is found to be unconstitutional, or, notwithstanding Clause 30.3, to be inconsistent with a requirement under the Community Treaties including, for the avoidance of doubt, any requirement of any European Union law made under the Community Treaties.