

## PROJECT LAND CONTEXT

### 10. CONTEXT FOR THE IDENTIFICATION OF PROJECT LAND

- 10.1 The Parties acknowledge that the selection of the route of the Pipeline System, the acquisition of the Relevant Rights and the implementation of the Project Activities may have economic or environmental impacts and may result in economic or physical displacements. With these concerns in mind the Project Investor and the State will cooperate in addressing such risks of impact or potential displacement in accordance with performance requirement 5 of the Environmental and Social Policy and the processes outlined in this Schedule.
- 10.2 The Parties acknowledge that the identification of the Required Project Land and the Relevant Rights will be undertaken:
- (a) in the context of the Project's engineering development (including the development of the front end engineering design and the subsequent detailed design);
  - (b) in a manner that takes into account requests from the State Components and Local Authorities and suggestions from other stakeholders;
  - (c) to optimise the Pipeline System Corridor and its configuration for construction and commercial purposes;
  - (d) so as to take into account technical and commercial feasibility, safety (both during and after construction), the nature of the terrain and spatial constraints, environmental and social issues, cost, schedule and the ultimate operability of the Pipeline System;
  - (e) in a transparent manner and in close collaboration with relevant stakeholders, affected populations and relevant State Components and Local Authorities, with relevant issues, processes and decisions to be documented in the Environmental and Social Impact Assessment;
  - (f) to avoid to the extent reasonably practicable impacts on defined "no-go zones", including military installations, highly protected areas, urban areas and Land and resources earmarked for development in the public interest; and
  - (g) with the intention of minimising adverse environmental, social and community impacts.

### 11. LIVELIHOOD RESTORATION

- 11.1 The Parties acknowledge the benefits that will be delivered by the participation of all stakeholders (including relevant Local Authorities and Persons directly affected by the physical implementation of the Pipeline System) in the development of the routing of the Pipeline System. To that end, the Project Investor, in consultation with relevant stakeholders, shall develop one or several Livelihood Restoration Plans intended to mitigate the direct affect that the physical implementation of the Pipeline System may have upon Affected Persons. Without limiting the foregoing, the Parties shall cooperate in the development of the Livelihood Restoration Plans, together with any overarching livelihood restoration framework and any guide to land acquisition and compensation or "GLAC" that may be established pursuant to or as part of any Livelihood Restoration Plan.
- 11.2 Each Livelihood Restoration Plan will establish compensation principles for each entitlement and, in the case of the Relevant Rights to be acquired in respect of the Required Project Land, the

Negotiation Procedures and compensation values and shall ensure that the particular needs of vulnerable groups (as defined in the Environmental and Social Policy) are taken into account.

- 11.3 The Livelihood Restoration Plans will be implemented with the intention that the livelihoods and living conditions of all Affected Persons are restored to the level they would have achieved if the Project Activities were not to take place.
- 11.4 In the unlikely event that the implementation of the Project requires physical displacements, the Parties and the relevant stakeholders (including relevant State Authorities, Local Authorities and Persons directly affected by the implementation of the Pipeline System) will agree a resettlement action plan which will, among other things, ensure that those Affected Persons will receive:
- (a) assistance during any relocation;
  - (b) enhanced housing at sites with comparable access to economic opportunities, civic infrastructure and community services;
  - (c) land under a tenure regime equivalent to or better than that lost by the Affected Person;
  - (d) development assistance, such as land preparation, credit facilities, training or job opportunities; and
  - (e) assistance to integrate economically and socially into host communities.
- 11.5 Where an acquisition of Relevant Rights requires the physical displacement of persons, that acquisition shall not be finalised until an appropriate level of compensation and assistance has been provided for so as to minimise the adverse impact on the Affected Persons.
- 11.6 The Parties acknowledge the need to publicly disclose Livelihood Restoration Plans and, if applicable, resettlement action plans at a local level in a manner that is timely, accessible, understandable and culturally appropriate for those affected. The final plans will be disclosed before the commencement of any construction related Project Activities in the affected area.
- 11.7 The Parties also acknowledge the need to establish local independent grievance redress mechanisms based on the social and cultural institutions of those affected to solve grievances and address complaints in a timely, impartial and transparent manner. If at the start of operation of the Pipeline System, livelihood restoration is incomplete, additional measures will be implemented to ensure satisfactory outcomes.

## **12. MINIMISING THE ADVERSE AFFECT OF PROJECT ACTIVITIES**

The Parties acknowledge the importance of minimising the adverse effect of the performance of the Project Activities, particularly construction related Project Activities, on Affected Persons. In this respect, the Parties further acknowledge the need to act in a manner consistent with any Livelihood Restoration Plans and, in particular, to:

- (a) carry out all trial borings, trenching for surveys, the leaving of equipment on Project Land and the making up of temporary access roads, in each case as may be required prior to the commencement of construction work, with as little disturbance as is reasonably practicable and after consultation with Affected Persons;
- (b) provide Affected Persons with a prior notice of not less than 120 days of its intention to commence the construction works on the Required Project Land;

- (c) move pipes, vehicles and machinery for construction purposes in accordance with a programme made available in advance in the Greek language to Affected Persons;
- (d) maintain all means of access to the Required Project Land that may be reasonably necessary for the purpose of the Project Activities and, to the extent required, construct and maintain suitable agreed temporary crossings reasonably required for access to the Land adjacent to the Required Project Land;
- (e) following the completion of the construction of the Pipeline System, restore roads and footpaths to the condition they were in immediately before the commencement of the construction, and to make them available for use pursuant to the terms agreed with the State (in the case of former State Land) or with the relevant landowners and occupiers (in the case of former Non-State Land), subject to the need to maintain the security of the Pipeline System and the conduct of future Project Activities; and
- (f) provide facilities for maintaining and allowing means of communication and access between parts of any Land that is adjacent to the Required Project Land and which is temporarily or permanently disconnected as a direct result of the construction of the Pipeline System by the Project Investor.

## SCHEDULE 2

### ENVIRONMENTAL, SOCIAL, AND COMMUNITY HEALTH AND SAFETY STANDARDS

1. Council Directive 85/337/EEC of 27 June 1985 on the assessment of the effects of certain public and private projects on the environment
2. The United Nations Economic Commission for Europe Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters (Aarhus, 1998)
3. The Espoo Convention
4. The following Performance Requirements detailed in the Environmental and Social Policy:
  - (a) PR 1: Environmental and Social Appraisal and Management
  - (b) PR 2: Labour and Working Conditions
  - (c) PR 3: Pollution Prevention and Abatement
  - (d) PR 4: Community Health, Safety and Security
  - (e) PR 5: Land Acquisition, Involuntary Resettlement and Economic Displacement
  - (f) PR 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources
  - (g) PR 7: Indigenous Peoples
  - (h) PR 8: Cultural Heritage
  - (i) PR 10: Information Disclosure and Stakeholder Engagement
5. The UN Global Compact on Human Rights
6. The Guiding Principles for Business and Human Rights, as endorsed by the United Nations Human Rights Council on 16 June 2011
7. The Voluntary Principles of Security and Human Rights developed by the governments of the United States and the United Kingdom, certain companies in the extractive and energy sectors and certain non-governmental organisations
8. Social and Environmental Standards as outlined in the Strategic Community Investment Handbook established and updated from time to time by the International Finance Corporation

## SCHEDULE 3

## LIST OF AUTHORITY PERMISSIONS REQUIRED FOR THE PROJECT

No.	Name of the relevant Authority Permission	Laws under which Authority Permission are required	Authority Responsible	Phase of the project it will be required
1	Approval of Environmental Terms	L. 4014/11  MD 1958/12 (as amended by MD 20741/12)  For Public Consultation: JMD 37111/03, means of informing citizens on the procedure of approval of environmental terms	Ministry of Environment, Energy and Climate Change / Special Environmental Service (EYPPE)	Design Phase
2	Characterization of Land Cover Forms	L. 4014/11  MD 15277/12  L. 998/79 and amendments	Forestry Authorities	Design Phase
	Intervention License to Forest Areas	L. 4014/11  MD 15277/12  L. 998/79 and amendments	Incorporated in the Approval of Environmental Terms	Design Phase
3	Independent Natural Gas System Permit	MD Δ1/A/5815/2010	Regulatory Energy Authority (as defined in L. 4001/11)	Design Phase
4	Independent Natural Gas System Management Permit	MD Δ1/A/5815/2010	Regulatory Energy Authority (as defined in L. 4001/11)	Design Phase
5	Installation Act	L. 4001/11 , in combination with IGA, HGA and relative MD to be issued	Ministry of Environment, Energy and Climate Change / Dept. of Petroleum Installations	Design Phase

No.	Name of the relevant Authority Permission	Laws under which Authority Permission are required	Authority Responsible	Phase of the project it will be required
6	Installation Permit	L. 3982/11 MD 483/35/2012 par.7, ar. 228, L.4072/12 MD Δ3/A/4303/2012 (as amended by MD Δ3/A/8857/2012)	Ministry of Environment, Energy and Climate Change / Dept. of Petroleum Installations	Design Phase / Prior to Construction
7	Protocol of Installation in Forest Areas	L. 998/79 and its amendments Circular of Regional Dept. of Forests 97936/3698/26.09.2008	Forestry Authorities	Prior to Construction
8	Crossing Agreements	Various Laws depending on the crossing (eg L 2696/99 art. 47 par.3 for crossing highways and Regional, Prefectural, Municipal roads etc)	Various Authorities	Design Phase
	Crossing Permits	Various Laws depending on the crossing (eg L 2696/99 art. 47 par.3 for crossing highways and Regional, Prefectural, Municipal roads etc)	Various Authorities	Construction
9	Building Construction Approval and Building Construction Permit	L. 4030/2011 L. 4067/12 PD 24.05.85 (Gov. Gaz. 270/Δ/85)	Municipal Building Construction Authority	Design Phase / Prior to Construction
10	Operation Permit	L. 3982/11 MD 483/35/2012 par.7, ar. 228, L.4072/12 MD Δ3/A/4303/2012 (as amended by MD Δ3/A/8857/2012)	Ministry of Environment, Energy and Climate Change / Dept. of Petroleum Installations	Prior to Operation Phase

No.	Name of the relevant Authority Permission	Laws under which Authority Permission are required	Authority Responsible	Phase of the project it will be required
11	Compatibility with General and Special Spatial Planning	Not specified, but generally, all projects have to be compatible to General and Special Spatial Planning		

## SCHEDULE 4

## FORM OF EPHORATE MOU

## MEMORANDUM OF UNDERSTANDING

Memorandum No: ..... 201[ ]

In Athens, today, [•] the following parties:

- (A) The [•] Ephorate of [Prehistoric and Classical Antiquities]/[Byzantine Monuments] headquartered in [•] and legally represented herein by the Head of the Ephorate, Mr./Ms. [•] (the **Ephorate**); and
- (B) Trans Adriatic Pipeline AG of Lindenstrasse 2, in 6340 Baar, Switzerland, registered at the Commercial Register of Canton of Zug under the no. CH-170.3.030.511-2, acting through its Greek branch and legally represented herein by Mr./Ms. [•] (the **Project Investor**)

(together referred to as the **Parties**)

With regard to:

- (I) the provisions of Law 3028/2002 (Government Gazette 153/A/26.06.2002), "For protection of Antiquities and Cultural Heritage in general";
- (II) the Circular 6418/27.05.03 of the General Secretariat of Ministry of Culture;
- (III) the Host Government Agreement between the Hellenic Republic and the Project Investor dated [•];
- (IV) The Memorandum of Understanding and Cooperation dated [•], which has been executed between the Project Investor and the Ministry of Education, Religious Affairs, Culture and Sports (hereinafter the "**General Memorandum**"); and
- (V) the document ref. [•] of the Ephorate which approves the signing of this Memorandum of Understanding and Cooperation (this **Memorandum**).

have agreed the following:

## PREAMBLE

1. This Memorandum provides for:

- a. the supervision by the Ephorate, for the possible existence of archaeological findings (**Findings**), of the works to be undertaken by or on behalf of the Project Investor for the purpose of creating a trench (the **Trench**) for the laying of a natural gas transmission pipeline (the **Pipeline**) for the Trans Adriatic Pipeline project (the **Project**) in the area of [•]<sup>2</sup>; and
- b. if Findings are discovered:
  - (i) the methods, conditions and requirements for conducting trial and rescue archaeological excavations (together, the **Rescue Works**) within the plots of land numbers [•] (as further described in the attached topographic diagram), which have a total surface of [•] square meters (the **Findings Site**), prior to the final release of the Finding Site to the Project Investor; and



- (ii) the methods for the storage, custody, maintenance, documentation and publication of any Findings which may arise from any Rescue Works.
- 2. The purpose of this Memorandum is to facilitate, systemise and accelerate the Rescue Works within the framework of the Project by promoting smooth and efficient cooperation between the Ephorate and the Project Investor.
- 3. All terms of this Memorandum are essential and any modification to this Memorandum shall only be effective if made in writing by mutual agreement of both Parties. For any matter not provided for in this Memorandum, the relevant provisions of applicable law and any publicly known administrative procedures (in each case, to the extent relevant) which govern the protection of antiquities shall be applicable.

## ARTICLE 1 – SCOPE OF THIS MEMORANDUM

1. The scope of this Memorandum is to set out the procedure for:
  - a. the supervision by the Ephorate, for the possible existence of Findings in the Trench, of the construction works of the Project Investor. An example of the cross section of the Trench is attached hereto as Annex A.
  - b. the carrying out of Rescue Works if Findings are discovered.

((a) and (b) together being the **Archaeological Works**)
2. The Project Investor shall be fully responsible for the costs associated with the performance of the Archaeological Works (which includes, but is not limited to, preparing for any Rescue Works, safeguarding any Findings, performing surveys, cleaning, maintenance, studies and, to the extent reasonably associated with the Project, the publication of the Findings) pursuant to article 37(6) of law 3028/2002.
3. The Ephorate shall perform, without delay, those archaeological surveys and precautionary measures with respect to any antiquities within those areas affected by the Project which are deemed to be necessary by any competent authority prior to the Project Investor commencing any construction work in those areas.

## ARTICLE 2 – DESCRIPTION OF RESCUE WORKS AND TIME SCHEDULE

1. The Rescue Works to be undertaken pursuant to this Memorandum shall be focused on the construction zone of the Trench and, specifically, in the following locations which have been nominated by the Ephorate:
  - [Location 1]
  - [Location 2]
  - [Location ...]

The Rescue Works are to cover the Trench together with, where necessary and agreed by the Parties, a [5] meter wide zone (measured from the relevant axis) in those areas of the above described locations where that additional zone is necessary. If there is a need to expand the Rescue Works to the abovementioned additional zones beyond the Trench, the Ephorate shall be responsible to secure the relevant rights over this additional land from the relevant right holders in accordance with Greek law 3028/2002, as amended and in force.

A topographic diagram with the routing of the Pipeline within the area covered by this Memorandum (including the locations described above) is attached to this Memorandum as Annex B.

2. The Rescue Works will have a maximum duration of [•] months, with a planned commencement date of on or about [•] and a termination date of on or about [•]. The duration of the Rescue Works is subject to extension only if such an extension is (i) absolutely necessary and (ii) the result of a delay to the Rescue Works which has been caused by objective circumstances. Any extension to the duration of the Rescue Works shall be limited to an additional maximum period of [•]. The decision with respect to the granting of an extension to the duration of the Rescue Works will be taken by the Project Investor following submission of a written request for the same from the Ephorate.
3. After the completion of the Rescue Works, a decision (as required by the applicable law for the conservation / protection of antiquities) shall be issued by the General Directorate of Antiquities of the Ministry of Education and Religious Affairs, Culture and Sports, following consultation with the competent Central Archaeological Council. For this purpose, following the completion of the Rescue Works, the Ephorate shall ensure that the requirement for a decision will be introduced with the highest priority at the next scheduled meeting of the Central Archaeological Council. If the decision requires the conservation, transport, storage, etc of the Findings, the additional costs will be borne by the Project Investor.

### ARTICLE 3 – RESPONSIBILITIES

1. The Archaeological Works, including with respect to the protection, maintenance and promotion of the Findings, are the sole responsibility of the Ephorate. In this respect, the Ephorate shall be solely responsible for the management, supervision and responsibility of all Archaeological Works, any associated scientific research and the care for, documentation, evaluation, storage, preservation, study, and publication of the Findings.
2. The Project Investor shall not interfere in the Archaeological Works except where required to do so by applicable Law (including as a result of a health and safety incident) or as may be approved by the Ephorate.
3. Except where approved by the Ephorate, the Project Investor shall not have access to (except where unavoidable prior to their discovery) or take any of the Findings and nor shall the Project Investor exploit any of the Findings.

### ARTICLE 4 – PERSONNEL

1. The personnel to be used by the Ephorate for the purpose of the performance of the Rescue Works described in this Memorandum shall be:
  - [•] archaeologists.
  - [•] technicians.
  - [•] workers.
  - [•] accountant.
  - [•] [any other special personnel if required]

(together, the **Personnel**)

The total monthly cost for the Personnel shall not exceed an amount of [•] €.

2. The Project Investor may require the Ephorate to increase the number of Personnel for the purpose of accelerating the Rescue Works subject to the Project Investor also agreeing a commensurate increase to the total monthly cost referred to in sub-paragraph (2) above.
3. The Personnel shall be engaged by the Project Investor or an entity nominated by the Project Investor.

4. Prior to engaging each of the Personnel, the Project Investor shall provide the Ephorate with a description of the qualifications of the proposed person. The Ephorate may reject any of the proposed person within 7 days of receipt of the relevant description by the Project Investor on the grounds that the proposed person is not appropriately qualified in view of the particular nature of the Rescue Works. A failure by the Ephorate to respond within 7 days shall be deemed to be an approval of the proposed person.
5. The relevant contract for each of the Personnel engaged by the Project Investor or an entity nominated by the Project Investor in accordance with this article shall provide that, subject to applicable law, such person:
  - a. shall be subject to the management of the Ephorate when undertaking any Rescue Works; and
  - b. shall be subject to appropriate discipline or termination if that person acts in a dangerous or negligent manner in the performance of the Rescue Works.
6. The Parties shall ensure that the Personnel comply with the Project Investor's health, safety and environmental rules when accessing any Project site (including any Findings Site).

#### **ARTICLE 5 – EQUIPMENT, INFRASTRUCTURE AND ACTIVITIES**

1. The Parties acknowledge and agree that certain infrastructure may be required to support the performance of the Archaeological Works and that such infrastructure may include:
  - a. in respect of a topographical survey, the design of an oriented grid for the purpose of any Rescue Works in the areas described in article 3 and additional levelling surveys, if required; and
  - b. in respect of any Rescue Works, the construction and/or installation of simple mobile structures for the coverage of excavation squares, a storage warehouse for tools and Findings and electrical drums together with supporting infrastructure such as generators, pressure pumps, all kinds of tools, materials, instruments and equipment needed for the Rescue Works (i.e. [•]), protective materials (i.e. nylon, cloth, umbrellas), [•] mobile hutches for excavation, fuels, appropriate transfer means for any Findings, stationery, pegs, bounding rope, paint colours, sieves, plastic bags, ladders, crates, metal cabinets, pharmacies, digital levels etc.
2. The infrastructure required for Rescue Works shall, subject to an agreement being reached in that respect between the Parties, be provided by the Project Investor.

#### **ARTICLE 6 – PRELIMINARY STAGE**

1. The Project Investor shall, during the performance of Rescue Works, take all reasonably necessary measures to avoid damage to those archaeological sites which are the subject of Rescue Works.
2. The Parties agree that, in order to avoid delay, the Project Investor shall use its reasonable endeavours to deliver those sites which are to be the subject of Rescue Works already fenced and, to the extent required for conducting the relevant works, free of vegetation and from any additional materials which are not archaeological back-fillings.

#### **ARTICLE 7 – ELABORATION OF RESCUE WORKS**

1. Mr./Mrs. [•] (who is public servant of the Ephorate, archaeologist with a grade of [•]) (the **Ephorate Representative**) shall be responsible (including with respect to all scientific supervision) for the onsite performance of the Rescue Works.

2. The Ephorate Representative shall plan and coordinate the Rescue Works and cooperate with the representatives of the Project Investor and any contractors of the Project Investor to resolve any problem that may arise.
3. The Ephorate Representative shall be entitled to assign tasks to contract archaeologists. All archaeologists shall be obliged to maintain daily a written log of excavations and to compile a brief report in relation to their supervision field on a weekly basis.

## **ARTICLE 8 – EXCAVATION AND ARCHAEOLOGICAL DOCUMENTATION**

The Parties acknowledge that the logbooks maintained by the archaeologists on a daily basis (as referred to in article 7(3)), as well as all other documentation relating to the Archaeological Works (including the final report lists of each field, catalogues of Findings, drawings and photographs) shall be collected by the head archaeologist (as nominated by the Ephorate) and delivered to the archaeologist of the Ephorate who is responsible for the excavation at the end of each month or following completion of the research of each field. The latter shall compose the final report and list of Findings of each section.

## **ARTICLE 9 – RECORDING OF FINDINGS**

The Parties acknowledge that recording crews (composed of a surveyor and planners) will be required in sections of the (surface) survey, trial trenching and excavations in order to record, under the instructions of the field archaeologist, any Findings in a timely and accurate manner. The excavation monitoring team, joined by staff experienced in recording, shall prepare general plans for each section, which shall be certified by the head of the Ephorate and shall be filed in the plan archive of the Ephorate. The cost of the recording of the Findings shall be borne by the Project Investor.

## **ARTICLE 10 – PHOTOGRAPHING OF FINDINGS**

The Parties acknowledge that the field archaeologists shall take digital photographs for documentation purposes in connection with the Rescue Works. General shots, video, special photography of Findings, computer processing of the same, and their printing, if and when deemed necessary, shall be assigned, following a reasonable proposal of the Ephorate, to professional photographers. All photographic material, together with relevant catalogue, shall be delivered by the relevant Rescue Works monitoring group, after having been associated with the final report and the catalogue of Findings in the photo file of the Ephorate. The cost of photographing the Findings shall be borne by the Project Investor.

## **ARTICLE 11 – MAINTENANCE OF FINDINGS**

1. All Findings shall be maintained, under the responsibility of the Ephorate, by appropriate personnel in the laboratories of the Ephorate or in places which will be created if such laboratories are not sufficient to accommodate the new findings.
2. [The Project Investor shall ensure the availability of qualified and ancillary maintenance personnel, as well as the necessary infrastructure (machinery, tools and materials) throughout the duration of the Rescue Works and for a reasonable time beyond that time period, which shall not exceed [•] months, in order for the final excavation report and Findings' list to be completed.]

## **ARTICLE 12 – TRANSPORTATION OF FINDINGS AND SECURITY OF SITES**

1. Responsibility for the transfer of the movable Findings lies with the Ephorate. The transfer shall be performed by means of appropriate transport which shall be provided specifically for that purpose by the Project Investor. All moveable Findings shall be transported to the archaeological warehouses of the Ephorate or to such other sites as may be nominated by the Ephorate. Transportation shall

be provided on a daily basis. All transfers provided for in this paragraph must be completed within [2] months following a relevant request by the Project Investor to the Ephorate.

2. After the discovery of any Findings, the Project Investor shall procure the security of the relevant site throughout the duration of the Rescue Works in order to safeguard the Findings. The services of the General Secretariat of the Ministry of Culture shall be responsible for any security required following the completion of the Rescue Works.

### **ARTICLE 13 – PROTECTION OF FINDINGS**

For the purpose of the maintenance and protection of any discovered Findings, the current provisions of the relevant archaeological legislation shall be applicable and the relevant expenses shall, to the extent required by that legislation, be borne by the Project Investor.

### **ARTICLE 14 – BUDGET AND PAYMENTS**

1. The budget for the recruitment of the necessary Personnel for the Rescue Works, as defined in article 4(1) above, is estimated at the amount of [•]€.
2. The budget for all other Archaeological Works and the supply of infrastructure and materials, as described in this Memorandum, is estimated at the amount of [•] €.
3. The incurrence of any costs in addition to the budgets provided under paragraphs (1) and (2) above shall require the prior written approval of the Project Investor following a written request by the Ephorate which is accompanied by appropriate supporting documentation.
4. The Ephorate has assigned Mr./Mrs. [•] (who is public servant of the Ephorate, archaeologist) as an accounting officer in respect of the financial matters associated with this Memorandum.
5. Subject to the foregoing provisions of this Memorandum, the Project Investor shall pay each month to the Ephorate an amount equal to those costs properly incurred by the Ephorate under this Memorandum. Prior to such payment, the Ephorate shall provide all necessary supporting documentation with respect to the claimed costs for approval by the Project Investor.
6. Each of the Parties shall keep appropriate records of the financial and other transactions relating to this Memorandum.
7. For the avoidance of doubt, to the extent that there are any overlapping financial obligations in this Memorandum and the General Memorandum, performance of such obligations under any of them will discharge the Project Investor from any parallel obligation under the other.

### **ARTICLE 15 – SUPERVISION OF WORK PROGRESS**

1. Without limiting the responsibility of the Ephorate with respect to the Archaeological Works, the Project Investor shall be entitled to observe the progress of those works.
2. In order to support the Project Investor's supervision of the progress of the Archaeological Works, the Ephorate shall provide the Project Investor a brief report on the progress of the works, accompanied by daily recordings of the works and resources used and an updated timetable for the release of the relevant area on a [•] basis.

#### **ARTICLE 16 – PROMOTION OF THE ARCHAEOLOGICAL WORK**

The Parties shall work together for the promotion of any Findings by all measures agreed to be appropriate, including through publications, meetings, events and permanent or temporary exhibitions.

This Memorandum shall come into force following its signature by representatives of both Parties.

In witness of the agreement of the Parties, this Memorandum has been signed in duplicate, with each Party holding one (1) original version.

#### **THE AGREEING PARTIES**

[Signature blocks to be included]

## SCHEDULE 5

## MOU WITH THE MINISTRY OF CULTURE

## MEMORANDUM OF UNDERSTANDING AND COOPERATION

In Athens, today, [•] the following parties:

1. The Ministry of Education, Religious Affairs, Culture and Sports (hereinafter the "**Ministry**"), headquartered in Athens, 20-22 Bouboulinas Street, legally represented herein by the Head of the General Directorate of Antiquities and Cultural Heritage, Mr./Ms. [•] and the Head of the General Directorate of Restoration, Museums, and Technical Works, Mr./Ms. [•] and
2. Trans Adriatic Pipeline AG, Lindenstrasse 2, in 6340 Baar, Switzerland, registered at the Commercial Register of Canton of Zug under the no. CH-170.3.030.511-2 (referred to as "**Project Investor**"),

together referred to as the "**Parties**";

With regard to:

- A) The provisions of Law 3028/2002 (Gov't Gazette 153/A/26.06.2002), "For protection of Antiquities and Cultural Heritage in general".
- B) Presidential Decree 191/2003 (Gov't Gazette 146/A/13.06.2003) on "Organization of the Ministry of Culture".
- C) Article 81, "Manner of performance of archaeological works", of Law 1958/1991 (Gov't Gazette 122/A), "Athletic Societies Anonymes and other provisions".
- D) Presidential Decree 99/1992 (Gov't Gazette 46/A/23.03.1992), on "Study and execution of archaeological works in general".
- E) Presidential Decree 63/2005 (Gov't Gazette 98/A/22.04.2005), on "Codification of Legislation for the Government and for governmental bodies".
- F) Presidential Decree 191/2003 (Gov't Gazette 146/A/13.06.2003), "Organization of the Ministry of Culture".
- G) Ministerial Decision [ΥΠΠΟΤ/ΔΟΕΠΥ/ΤΟΠΥΝΣ/77040/06.08.2010], (Gov't Gazette 1354/B/01.09.2010) "Establishment of the non-autonomous 'Office for Coordination and Monitoring of Archaeological Research and Operations within the Framework of Major Works' in the Department of Archaeological Sites, Monuments, and Archaeognostic Research, in the Division of Prehistoric and Classical Antiquities [{"D.P.C.A."}] in the General Directorate of Antiquities and Cultural Heritage of the Ministry of Culture and Tourism".
- H) Presidential Decree 96/2012 (Gov't Gazette 154/A/24.07.2012), "Establishment of the General Secretariat of Culture in the Ministry of Education and Religious Affairs, Culture and Sports".
- I) Presidential Decree 85/2012 (Gov't Gazette 141/A/21.06.2012), "Establishment and renaming of Ministries, transposition and abolishment of services".
- J) Law 3812/2009 (Gov't Gazette 234/A/2009), "Reform of the Recruitment System in the Public Sector and other provisions".
- K) the Host Government Agreement between the Hellenic Republic and the Project Investor dated [●] (the "**Host Government Agreement**"); and
- L) The principles of Sustainable Development.

**Stated, agreed, and accepted the following:**

## PREAMBLE

1. This Memorandum provides for:
  - a. the supervision by the competent Ephorates, for the possible existence of archaeological findings ("**Findings**"), of the works to be undertaken by or on behalf of the Project Investor for the purpose of creating a trench (the "**Trench**") for the laying of a natural gas transmission pipeline (the "**Pipeline**") for the Trans Adriatic Pipeline project (the "**Project**"); and
  - b. if Findings are discovered during the above process:  
the methods, conditions and requirements for conducting trial and rescue archaeological excavations (together, the "**Rescue Works**") during the implementation phase of the Project, as well as the methods for the storage, custody, maintenance, documentation, and publications of any Findings which may arise from any Rescue Works, under the provisions of Law 3028/02.  
((a) and (b) together being the "**Archaeological Works**")
  - c. protection of monuments which may be affected by construction works, under the provisions of the above Law.
2. The purpose of this Memorandum is to facilitate, systemize, and accelerate the Archaeological Works, as well as works to protect and promote monuments, within the framework of construction of the Project having as a main target the prompt release of the Trench and completion of construction works, to avoid any delays in the progress of the construction of the Pipeline.
3. All terms of this Memorandum are essential, and any amendment to it must be in writing by mutual agreement between the parties. Otherwise, the provisions of current legislation and any publicly known administrative procedures (in each case, to the extent relevant) governing the protection of antiquities shall apply, which shall not be affected by this in any way, unless provided otherwise in this Memorandum.
4. Terms defined in the Host Government Agreement shall have the same meaning when used in this Memorandum, unless otherwise defined herein.

## Article 1

### Terms of cooperation

1. Communication and any necessary consultation on any matters relating to implementation of the Archaeological Works within the framework of the Project shall take place between the Central Office of the Ministry ("Office of Coordination and Monitoring of Archaeological Operations of the Directorate of Prehistoric and Classical Antiquities within the framework of Major Works") (hereinafter: the "**Office**"), or the competent Regional Services of the Ministry, and the representative appointed by the Project Investor.
2. Costs of the Archaeological Works and projects for protection, maintenance, and promotion of monuments, archaeological sites, and historical places, carried out within the zone defined in article 3 par. 5 below, as well as costs for protection works, maintenance, and promotion of any Findings or monuments which may be affected by the construction of the Project, shall be borne completely by the Project Investor, in accordance with article 37, paragraph 6 of Law 3028/2002.
3. The Archaeological Works, including with respect to the protection, maintenance, and promotion of the Findings, are the sole responsibility of the Regional Services of the Ministry, the heads of which shall be solely responsible for the management, supervision, and responsibility of the Archaeological Works, any associated scientific research, and the care for documentation, evaluation, storage, preservation, study, and publication of the Findings. The Project Investor shall not interfere in the Archaeological Works except where required to do so by applicable Law (including as a result of a health and safety incident) or as may be approved by the competent Ephorates. The abovementioned shall not limit the right of the Project Investor to request information from the competent Regional Services in relation to the above Archaeological Works.
4. The studies which will be necessary, following an opinion by the competent advisory body, for protection, preservation, and promotion of monuments and archaeological sites within the zone



of the Project defined in article 3 par. 5 below and the area secured for the needs of the Project, and which will be developed either through specialized staff engaged by the Project Investor, or through commissioning of a specialized consultant office by the Project Investor and supervised by the Ministry, shall be the responsibility of the Project Investor.

## Article 2

### Schedule of Archaeological Research

1. The Project Investor is required to notify the Ministry two months prior to the start of construction of the Project, as well as to provide the Project time schedule and projected program for the sections that will be built in priority. Within 30 days after the above notification, the competent Central Services of the Ministry shall notify the Project Investor, via the Office, of the “basic plan – budget” for the work under their authority, which shall be funded from the budget of the Project. This will include:
  - Areas to be crossed by the Project where archaeological investigations are required through trial trenching, as well as existing monuments which may be affected by the construction work.
  - The competent Regional Services of the Ministry and the chief archaeologist for each section of the Project.
  - Any necessary individual studies for protection and maintenance of monuments.
  - Existing infrastructure of the Ministry which is available for storage, maintenance, etc. of any Findings in each area.
  - Approximate budget for research expenditures on regions where archaeological research is known to be needed.
  - Detailed time schedule of the Archaeological Works in line with the Project time schedule.

These will be identified on a geographic chart with imprints of the Project implementation zone, to be provided by the Project Investor.

The “basic plan – budget” shall be amended on a semi annual basis by the Office depending on the progress of the work, the section schedules, and research findings, on the authority of the Ministry and in consultation with the Project Investor.

2. The Project Investor shall have the right to elaborate any seismic, geotechnical and hydrogeological research, prior to the commencement of any archaeological research in consultation with the competent Ephorates of the Pipeline route.
3. The competent Ephorates of Antiquities will monitor all earthworks, including deforestation, surface digging, excavation, landscaping, and embankments, in all sections of the Project. If information from the detailed archaeological documentation report indicates that there is a need for immediate and continuous monitoring of the excavation work, field archaeologists will be engaged for the needs of the Project, and will be appointed as supervisors and monitor all of the above works, in all sections of the Project. They will submit reports to the competent Ephorates of Antiquities on a weekly basis, covering progress of the Archaeological Works, the number of workers employed in the Archaeological Works, any Findings, and a timetable for completion covering each Archaeological Work. Teams performing the above tasks are required to follow the directives of designated officials of the Ministry, as regards the manner and means of work, as well as, where appropriate, with regard to the type of machinery.
4. In the event that the Project passes through an area where there are no visible antiquities or superficial indications of the same (shreds or otherwise) and the construction is done with embankments without any excavation work on the soil surface, other than removal of topsoil (φυτικές γαίες) and/or construction of a culling layer, then trial excavations will not take place under any circumstances. If archaeological evidence is found during the removal of topsoil within the zone defined in article 3 par. 5 below, then a trial survey shall be conducted.

5. In the event that antiquities are discovered, mechanical excavation shall cease and excavation research will begin as set out in Article 3 below. Otherwise, immediately after completion of excavation work, the area shall be handed over by the competent service of the Ministry for the implementation of the Project. In the case of the first section of this paragraph, and following completion of excavation researches, i.e. the excavation work and documentation (preliminary reports of results, photographic and sketched surveys for the purpose of dating and interpretation of the Findings), the competent Regional Services of the Ministry shall send (within 15 days at the most) the relevant case file, depending on the authority to the Office, in order for the subject to be introduced with absolute priority at the next scheduled Meeting of the competent central consulting body of the Ministry, the Central Archaeological Council [C.A.C.], or the Central Council of Modern Monuments [C.C.M.M.] respectively, depending on which has authority, in accordance with the provisions of Article 50 of Law 3028/2002, so that there are no delays in delivery of the spaces and in order to respect the timeframe of the Project.
6. If the competent Council decides that the continuation of the works for the implementation of any section of the Project shall not be permitted, the Project Investor shall be entitled to propose an alternative routing for the relevant section of the Project. In all other cases, and following completion of any additional necessary Archaeological Works provided in the Council's decision, the area shall be handed over immediately, without any delays, by the competent Ephorates to the Project Investor for the continuation of the Project.
7. To avoid delays, the Project Investor shall use its reasonable endeavors to deliver those sites which are to be the subject of Rescue Works, already fenced and to the extent required for conducting the relevant works, free of any vegetation and from any additional materials which are not archaeological back-fillings. There must also be predictions regarding runoff of rainwater and retaining/bracing of slopes adjacent to buildings and streets, in the event of excavation.
8. In order for research to be conducted quickly and efficiently, it is essential for the Project Investor to secure the necessary logistics/infrastructure in a timely manner.

### **Article 3**

#### **Extent and duration of the archaeological research**

1. If, during the course of trial excavations or during the course of work, in any part of the Project, the presence of antiquities is established, work shall cease immediately, to be followed by rescue excavations.
2. The Heads of the competent Regional Services of the Ministry, prior to the commencement of any excavation or other archaeological work, shall make a preliminary estimate of the duration of the survey or intervention, and the required number of personnel of each specialty, in collaboration with the Project Investor, in order to meet staggered deadlines for implementation of the Project so far as possible. The completion time for the excavation project may be revised only for the reasons and as provided for in each individual MoU with the competent Ephorates.
3. During the surveys, a diary of the work shall be kept, signed by the chief archaeologist, in which will be recorded:
  - a. Employees, by specialty and assignment.
  - b. Necessary transportation or other work.
  - c. Work stoppages due to weather or other problems.
4. On a monthly basis, a debriefing/program report shall be delivered to the Project Investor, which will contain:
  - a. The number of workers.
  - b. Other expenses in accordance with the obligations of the Project Investor, accompanied by the relevant invoices and/or legal vouchers or other equivalent accounting documents.
  - c. A summary of excavation results which will be reflected in the geographic chart.

- d. An assessment of compliance with plans which shall also be reflected in the geographic chart on an appropriate scale in order to reflect the form of the Project, the boundaries of the zone occupied by the Project, and the excavation grid.
  - e. Requests for redefinition of time or expansion of the work, as well as issues related to the preliminary report of results after completion of excavation for the purpose of dating and interpretation of them (recording, maintenance, documentation, etc.), always accompanied by the required budget.
5. The Rescue Works are to cover the Trench for the laying of the Pipeline together with, where necessary and agreed by the Project Investor and the Office or the competent Regional Services of the Ministry (as the case may be), a zone of a maximum width of five (5) meters measured from the relevant axis in those areas where that additional zone is necessary. It is emphasized that according to the applicable legal framework, except for the Above Ground Facilities land, the Project Investor has only easement rights for the construction and installation of the Pipeline, without any ownership right over the relevant land.
  6. For the Above Ground Facilities, the Rescue Works shall be limited to the actually excavated area for the construction of the Project and shall be extended beyond that area within the ownership/expropriation limits of the Facilities, only when necessary for correct scientific understanding and assessment of the Findings, and documentation and protection of the monuments.
  7. The direction, scientific oversight, and responsibility for all types of Archaeological Works, such as (surface) surveys, and Rescue Works, shall be the responsibility of the competent Head of the Ephorate of Antiquities of the Ministry, who shall plan and coordinate the Archaeological Works and shall cooperate with the Project Investor to solve any problems. The Head of the Ephorate shall also assign tasks to field archaeologists, whose chief shall be designated, as the case may be and according to the ability of the Regional Service, an archaeologist of the Service with a permanent or indefinite employment relationship.
  8. The Ephorates of Antiquities must cooperate closely with each other, as well as with the Office, in order to coordinate their actions, to avoid delays and bureaucratic obstacles.
  9. The Project Investor must take all measures necessary for monitoring and prevention of damage to existing monuments which are adjacent to the Project zone. The Project Investor shall bear responsibility and expenses for restoration of any damaged monuments and the surrounding area over which the Project Investor has ownership, easement or expropriation rights. Wherever the competent Services of the Ministry deem it necessary, deformations (static and dynamic) will be monitored by instruments in order to avoid damage to monuments and buildings.

#### **Article 4**

##### **Excavation – archaeological documentation**

The Parties acknowledge that the logbooks maintained by the archaeologists on a daily basis, as well as all other documentation relating to the Archaeological Works (including the final report lists of each field, catalogues of Findings, drawings and photographs) shall be collected by the head archaeologist (as nominated by each Ephorate) and delivered to the archaeologist of that Ephorate who is responsible for the excavation at the end of each month or following completion of the research of each field. The latter shall compose the final report and list of Findings of each section.

#### **Article 5**

##### **Findings Recording**

1. The Parties acknowledge that recording crews (composed of a surveyor and planners) will be required in sections of the (surface) survey, trial trenching, and excavations, in order to record, under the instructions of the field archaeologist, any Findings in a timely and accurate manner and to ensure swift and uninterrupted continuation of the excavation.

2. The excavation monitoring team, joined by staff experienced in recording shall prepare general plans for each section, which shall be certified by the head of the competent Ephorate and shall be filed in the plan archive of the competent Ephorate. The Cost of the recording of the Findings shall be borne by the Project Investor.

## **Article 6**

### **Photographing of Findings**

1. The Parties acknowledge that the field archaeologists shall take digital photographs for documentation purposes in connection with the Archaeological Works. General shots, video, special photography of Findings, computer processing of the same, and their printing shall be assigned, following a reasonable proposal of the competent Ephorates to professional photographers.
2. All photographic material together with relevant catalogs shall be delivered by the relevant Rescue Works monitoring group, after having been associated with the final report and the catalog of Findings in the photo file of the competent Regional Service of the Ministry. The cost of photographing the Findings shall be borne by the Project Investor.

## **Article 7**

### **Storage, Maintenance and documentation of movable Findings**

1. All Findings shall be maintained under the responsibility of the Regional Services of the Ministry by appropriate personnel in their laboratories or in places which will be created, if such laboratories are not sufficient to accommodate the new Findings.  
The need for new storage sites, the recruitment of additional maintenance personnel, the need for additional equipment of the existing laboratories and the final timetable regarding the funding of the relevant expenses by the Project Investor shall be discussed between the competent Services of the Ministry and the Project Investor, following relevant request from the Services of the Ministry or the Project Investor. The whole process shall be coordinated by the Office.
2. The Project Investor shall ensure the availability of qualified and ancillary maintenance personnel, as well as the necessary infrastructure (machinery, tools and materials) throughout the duration of the Rescue Works and following a request of the competent Regional Services of the Ministry, in consultation with the Office, and approval of the Project Investor for a reasonable time, beyond that time period which shall not exceed [6] months, in order for the final excavation report and the Findings' list to be completed.
3. Responsibility for transfer of the movable Findings lies with the competent Ephorates. The transfer shall be performed by means of appropriate transport which shall be provided specifically for that purpose by the Project Investor. All movable Findings shall be transported to the archeological warehouses of the Regional Services of the Ministry or to such other sites as may be nominated by the competent Ephorate. Transportation shall be provided on a daily basis. All transfers provided for in this paragraph must be completed within [2] months following a relevant request by the Project Investor to the competent Ephorates.
4. Upon discovery of antiquities in each excavation sector and in order to ensure the protection of movable Findings during the reasonable time period required until their storage, the Project Investor shall procure for the security of the site throughout the duration of the excavation and shall be obliged to engage and provide, as appropriate, security personnel for this purpose which shall be engaged 24 hours a day with rotating shifts.
5. The total expenditure for the Archeological Works, namely the supervision of the excavation work, the conduct of Rescue Works pursuant to article 37 of L. 3028/2002 and the undertaking of precautionary measures to protect the monuments against risks during the implementation of the Project, the research, excavations, management and promotion of archeological Findings shall be funded by the Project Investor. The budget of such expenses shall not exceed the amount of

[•]Euros (this amount will be filled in at the time of execution of this MoU on the basis of a 5% calculation on the amount of the excavation works).

## Article 8

### Protection of antiquities

1. For the purpose of maintenance and protection of any discovered Findings, the current provisions of the relevant archeological legislation shall be applicable and the relevant expenses shall, to the extent required by that legislation, be borne by the Project Investor.
2. If amendments regarding the location or the routing of the Project are required for the purpose of maintaining and protecting the antiquities, following an Opinion of the competent bodies of the Ministry, the Project Investor shall be **promptly** informed so that the relevant agreements and actions shall take place.
3. In case where, for any reason whatsoever, an early discontinuation or termination of the relevant construction agreement for the project occurs, the Findings shall be immediately covered under terms and procedure to be set forth by a decision of the Minister of Culture and Tourism following an opinion of the C.A.C. or C.C.M.M. pursuant to the provisions of L.3028/2002.

## Article 9

### Personnel

1. The definition/determination and specialty of the necessary scientific and technical personnel to carry out archaeological research and works in the framework of the Project shall be effected in the individual memoranda to be executed between the competent Ephorates and the Project Investor along with the work timetable which may be amended depending on the progress and the type of works required at every stage of the archeological research. The above personnel shall be engaged by the Project Investor or an entity nominated by the Project Investor.
2. Prior to engaging each of the personnel, the Project Investor shall provide the competent Ephorate with a description of the qualifications of the proposed person. The competent Ephorate may reject any of the proposed persons within 7 days of receipt of the relevant description by the Project Investor on the grounds that the proposed person is not appropriately qualified in view of the particular nature of the Archaeological Works. A failure by the competent Ephorate to respond within 7 days shall be deemed to be an approval of the proposed person.
3. In case a member or members of the scientific and technical personnel need(s) to be replaced for reasons affecting the progress of the archeological researches and works, the competent Directorate of the General Directorate of Antiquities and Cultural Heritage or the General Directorate of Restoration, Museums, and Technical Works proceeds with the necessary actions, following recommendation of the competent Regional Services of the Ministry and after the Project Investor having been informed on the matter, has stated its opinion and proposed the substitute(s). The engagement of the substitute(s) is obligatory for the Project Investor.
4. The Project Investor may require the competent Ephorate to increase the number of personnel for the purpose of accelerating the Archaeological Works subject to the Project Investor also agreeing a commensurate increase to the total monthly cost for the personnel as provided for in each individual memorandum with the competent Ephorates.
5. In case one of the contracting parties wishes to accelerate the works in a specific section, in order for the deadlines to be met, it may raise the issue of overtime work. The Ministry shall be responsible for the organization and monitoring of the works during the overtime work.
6. The employees in the archeological projects, as well as in the projects regarding the protection and promotion of monuments, archeological sites and historical places shall be obliged to perform the work assigned to them, taking orders and instructions only by the Head of the competent Regional Service of the Ministry, who shall exercise control over their work.

7. The Parties shall ensure that the personnel comply with the Project Investor's health, safety and environmental rules when assessing any Project Site.
8. The work schedule to be followed is that of the Project site, whilst the employees might work overtime pursuant to par. 5 of Article 9. Moreover, any change to the working hours might take place following a joint request of the competent Regional Services of the Ministry, if the matter concerns the protection and security of revealed antiquities.

## **Article 10**

### **Infrastructure**

1. The infrastructure is comprised of the following categories:
  - a. General infrastructure, including the creation of office space and temporary storage space in a separate premise or in the Project site along with the necessary networks.
  - b. Infrastructure of surface research, trial trenching and excavation and the consumables required.
2. The provision of the above shall, subject to an agreement being reached in that respect between the competent Ephorate and the Project Investor, be ensured by the Project Investor.

## **Article 11**

### **Promotion and publications of the archaeological work**

Pursuant to the terms in Paragraph 6 of Article 37 of Law 3028/2002, necessary costs for maintenance, study and publication of any Findings shall be covered by the Project Investor, following an agreement with the competent Regional Service of the Ministry.

The parties shall work together for promotion and publicizing of any Findings in accordance with current legislation (article 39 of Law 3028/2002), as well as preservation and promotion of archaeological monuments, by all measures deemed appropriate (e.g. publications, meetings, events, permanent or temporary exhibitions, provision of access to archaeological sites and labeling of the same, transportation and preservation of monuments in adjacent areas, etc.).

On the initiative and by request of the Project Investor, it is possible to enhance and promote the archaeological project, through the exhibition of casts and photographs on the installations of the construction site. The relevant proposal – study shall be formed in consultation with the competent Regional Services of the Ministry and shall be submitted, through the Office, to the competent Departments of the Ministry, for approval by the Central Service, following an opinion of the C.A.C. or the C.C.M.M.

## **Article 12**

### **Individual Memoranda of Understanding and Cooperation**

Special Memoranda of Understanding and Cooperation shall be drafted in substantially the same form as that set out in Schedule 4 of the Host Government Agreement, which will take into account all articles of this Memorandum and will contain additional terms which will concern the Project. They will be co-signed by the relevant Heads of the Regional Services of the Ministry and the Project Investor.

For the avoidance of doubt, to the extent that there are any overlapping financial obligations in the above Special Memoranda of Understanding and Cooperation and this Memorandum, performance of such obligations under any of them will discharge the Project Investor from any parallel obligation under the other.

## **Article 13**

**Compliance/Competence**

Responsibility and supervision of compliance with the terms of this Memorandum shall be borne by:

- The competent Departments of the Central Service of the Ministry, assisted by the Office, the competent Regional Services, and
- The Project Investor.

**Article 14****Final provision**

This Memorandum shall be in force following its signature by representatives of both Parties. In witness of the agreement of the parties to the above, this memorandum is drafted and signed in triplicate.

**THE AGREEING PARTIES**

## SCHEDULE 6

### PROVISIONS RELATING TO AUTHORITY PERMISSIONS

#### 1. Environmental Terms Approval (ETA)

- 1.1 By virtue of a decision of the General Secretary of the Ministry of Environment, Energy and Climate Change, following a reasoned proposal by the competent authority, the deadlines specified in article 3 paragraph 2(b) of Greek Law 4014/2011 and article 4(B) of Ministerial Decision 167563/EYΠΕ/2013 (GG 964/B/19.04.2013) shall be extended up to maximum of three months in total.
- 1.2 For the avoidance of any doubt, the granting of an Independent Natural Gas System Permit shall not be a prerequisite for the ETA.
- 1.3 If the procedure laid down in article 10(4) of Greek Law 4014/2011 needs to be followed for the purpose of the Project, the State shall procure that (i) the request to the European Commission for obtaining its opinion on the issue shall be submitted within 45 days of a relevant request by the Project Investor; and (ii) the issuance of the relevant decision by the Minister of Environment, Energy and Climate Change be made within 45 days following receipt of the opinion of the European Commission.

#### 2. Characterisation of Land Cover Forms

- 2.1 For the avoidance of any doubt, granting of an Independent Natural Gas System Permit will not be a prerequisite for the Characterisation of Land Cover Forms.

#### 3. Installation Act

- 3.1 For the avoidance of doubt, granting of an Independent Natural Gas System Permit (the **INGSP**) will not be a prerequisite for the issuance of the Installation Act for the purposes of the Project.

#### 4. Installation Permit

- 4.1 For the purposes of acquiring of a certificate of land uses, specific and special deviations from existing land uses shall be allowed provided that a presidential decree will be issued upon a proposal made by the Minister of Environment, Energy and Climate Change, following consultations with the Central Council of Town Planning Issues and Contestations (ΣΥΠΟΘΑ). The presidential decree shall be issued within six (6) months of the Project Investor's application. It is hereby clarified, for the avoidance of doubt, that the granting of the ETA shall be sufficient for the issuance of the presidential decree and there shall be no requirement for the prior acquisition of any Relevant Rights over the Project Land.
- 4.2 It is hereby clarified for the avoidance of doubt that the submission of titles of easement rights or other Relevant Rights shall not constitute a prerequisite for the issuance of the Installation Permit in relation to the pipeline. Specifically with regard to the above ground facilities, the existence of titles of ownership shall be examined at the stage of assessment of the building construction permit and shall not impede commencement of the licensing procedure, processing of the application or issuance of the Installation Permit.
- 4.3 For the avoidance of any doubt, granting of the INGSP or the Independent Natural Gas System Management Permit will not be a prerequisite for the issuance of the Installation Permit. For the



purposes of applying for the issuance of the Installation Permit, the Project Investor shall be considered to be the operator of the INGS.

## **5. Protocol of Installation in Forest Areas**

- 5.1 For the avoidance of any doubt, the granting of an INGSP will not be a prerequisite for the issuance of the Protocol of Installation in Forest Areas.

## **6. Building Construction Approval and Building Construction Permit**

- 6.1 The Project Investor shall be entitled to apply to the competent authority for the issuance of the building construction approvals and permits required for the implementation of the Project before the issuance of the Installation Permit. The Installation Permit will not be a prerequisite for the issuance of the building construction approvals. Nevertheless, the relevant building construction permits will only be granted subject to submission of the Installation Permit to the authority competent for their issuance.

## **7. Compatibility with General and Special Spatial Planning**

- 7.1 For the avoidance of any doubt, it is stated that the Project serves the purposes set out in the General Plan for Land Planning and Sustainable Development (Ministerial Decision 6876/4871/2008 (Government Gazette 128/A/2008)). In particular, the Project is important for the purposes of upgrading the country to an energy hub, and enhancing the international role of Greece as a centre for transfer of natural gas. To this end, article 6, paragraph B.2(c) of the General Plan for Land Planning and Sustainable Development shall be read as to also include completion of the Project.
- 7.2 Furthermore, the Project is of public interest and serves the targets and purposes set out in the following regional plans:
- 7.3 The East Macedonia and Thrace Regional Plan (MD 29310/2003, Government Gazette 1471/B/9.10.2003);
- 7.4 The Central Macedonia Regional Plan (MD 674/2004, Government Gazette 218/B/6.2.2004); and
- 7.5 The Western Macedonia Regional Plan (MD 26295/2003, Government Gazette 1472/B/9.10.2003).
- 7.6 The State hereby undertakes the obligation to explicitly refer to and include the implementation of the Project in any revision and/or amendment of the above regional plans.
- 7.7 The Project does not qualify as an “industrial investment” within the meaning of the Special Sectoral Plan for Industry (JMD 11508/2009, Government Gazette 151/AAP/13.4.2009), and therefore, the above plan does not apply to the Project.

## **8. Class location**

- 8.1 The Greek Facilities will be constructed according to the specifications laid down in Ministerial Decision D3/A/oik.4303/PE/26510/5.3.2012 “Technical Regulation: Natural Gas Transmission Systems with Maximum Operation Pressure exceeding 16 bar”, as amended and in force, including any provisions thereof in relation to Class Location (zoning).
- 8.2 Article 29 par. 6 of Greek Law 3734/2009 shall apply, *mutatis mutandis*, in relation to the Project.»