

INVESTMENT INCENTIVE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA

The Government of the United States of America and the Government of the Republic of Namibia, desiring to encourage economic activities in the Republic of Namibia which promote the development of the economic resources and productive capacities of the Republic of Namibia and to provide for investment insurance (including reinsurance), loans and guaranties which are backed in whole or in part by the credit or public monies of the United States of America and are administered either directly by the Overseas Private Investment Corporation ("OPIC"), an independent government corporation organized under the laws of the United States of America, or pursuant to arrangements between OPIC and commercial insurance, reinsurance and other companies, have agreed as follows:

ARTICLE 1

As used in this Agreement, the term "Coverage" shall refer to any investment insurance, reinsurance or guaranty which is issued in accordance with this Agreement by OPIC, by any successor agency of the United States of America or by any other entity or group of entities, pursuant to arrangements with OPIC or any

successor agency, all of whom are hereinafter deemed included in the term "Issuer" to the extent of their interest as insurer, reinsurer, or guarantor in any Coverage, whether as a party or successor to a contract providing Coverage or as an agent for the administration of Coverage.

ARTICLE 2

The procedures set forth in this Agreement shall apply only with respect to Coverage relating to projects or activities registered with or otherwise approved by the Government of the Republic of Namibia or to Coverage relating to projects with respect to which the Government of the Republic of Namibia, or any agency or political subdivision thereof, has entered into a contract involving the provision of goods or services or invited tenders on such a contract.

ARTICLE 3

(a) If the Issuer makes payment to any party under Coverage, the Government of the Republic of Namibia shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of all currency, credits, assets, or investments on account of which payment under such Coverage was made and shall recognize

as well the appointment of the natural or juridical person to whom, as fiduciary agent or holder of the Issuer in the Republic of Namibia, the Issuer has assigned any right, title, privilege, claim or cause of action existing or which may arise in connection with said payment and which constitutes an effective right in favor of the Issuer over all currency, credits, assets, or investments on account of which payment under such coverage was made.

(b) Neither the Issuer nor the fiduciary agent or holder acting in its name in the Republic of Namibia shall assert greater rights than those of the assigning party under Coverage with respect to any interest transferred or succeeded to under this Article.

(c) The issuance of Coverage outside of the Republic of Namibia with respect to a project or activity in the Republic of Namibia shall not subject the Issuer to regulation under the laws of the Republic of Namibia applicable to insurance or financial organizations.

(d) Interest and fees on loans made or guaranteed by the Issuer shall be exempt from tax in the Republic of Namibia. The Issuer shall not be subject to tax in the Republic of Namibia as a result of any transfer or succession which occurs pursuant to Article 3(a) hereof. Tax treatment of other transactions conducted by the

Issuer in the Republic of Namibia shall be determined by applicable law or specific agreement between the Issuer and appropriate fiscal authorities of the Government of the Republic of Namibia.

ARTICLE 4

To the extent that the laws of the Republic of Namibia partially or wholly invalidate or prohibit the acquisition from a party under Coverage of any interest in any property within the territory of the Republic of Namibia by the Issuer, the Government of the Republic of Namibia shall permit such party and the Issuer to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Republic of Namibia.

ARTICLE 5

(a) Amounts in the lawful currency of the Republic of Namibia, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of the Republic of Namibia no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the party under Coverage.

(b) Such amounts and credits may be transferred by the Issuer to any person or entity and upon such transfer shall be freely available for use by such person or entity in the territory of the Republic of Namibia.

(c) Notwithstanding the provisions of Article 2 of this Agreement, the provisions of this Article 5 shall also apply to any amounts and credits in the lawful currency of the Republic of Namibia which may be accepted by the Issuer in settlement of obligations with respect to loans made by the Issuer for projects in the Republic of Namibia.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of the Republic of Namibia regarding the interpretation of this Agreement or which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or activity for which Coverage has been issued shall be resolved, insofar as possible, through negotiations between the two Governments. If, at the end of three months following the request for negotiations, the two Governments have not resolved the dispute by agreement, the dispute, including the question of whether such dispute presents a

question of public international law, shall be submitted, at the initiative of either Government, to an arbitral tribunal for resolution in accordance with Article 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Article 6(a) shall be established and function as follows:

(i) Each Government shall appoint one arbitrator; these two arbitrators shall designate a president by common agreement who shall be a citizen of a third state and be appointed by the two Governments. The arbitrators shall be appointed within two months and the president within three months of the date of receipt of either Government's request for arbitration. If the appointments are not made within the foregoing time limits, either Government may, in the absence of any other agreement, request the Secretary-General of the International Centre for the Settlement of Investment Disputes to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding.

(iii) Each of the Governments shall pay the expense of its arbitrator and of its representation in the proceedings before the arbitral tribunal, the expenses of the president and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

(c) Nothing in this Agreement shall limit the right of each Government to assert a claim under international law in its sovereign capacity.

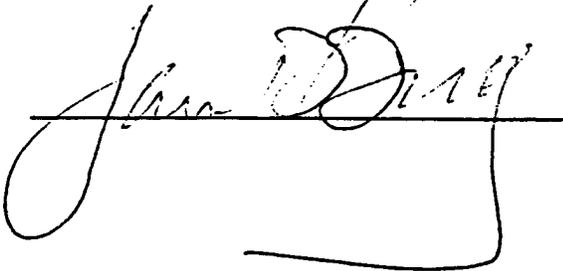
ARTICLE 7

This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to Coverage issued while the Agreement was in force shall remain in force for the duration of such Coverage, but in no case longer than twenty years after the termination of the Agreement.

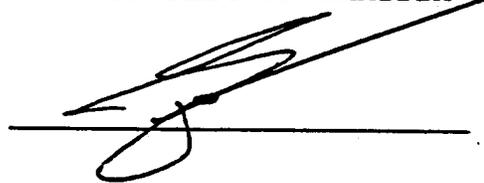
This Agreement shall enter into force on the date of the note by which the Government of the Republic of Namibia communicates to the Government of the United States of America that this Agreement has been approved pursuant to its constitutional procedures.

Done at Washington on the twentieth day of June, 1990.

For the Government of
THE UNITED STATES OF AMERICA

A handwritten signature in dark ink, appearing to read "James D. Dineen", is written over a horizontal line. The signature is stylized and extends below the line.

For the Government of
THE REPUBLIC OF NAMIBIA

A handwritten signature in dark ink is written over a horizontal line. The signature is stylized and extends below the line.