

COUNCIL FOR DEVELOPMENT & RECONSTRUCTION
BEIRUT - LEBANON

No. : 2062/1

Beirut, le 16/04/2007

H. E. Mr. Jeffrey D. Feltman
Ambassador
Embassy of the United States of America
Lebanon

Dear Mr. Ambassador,

With reference to your letter dated March 13, 2007 concerning the proposed amendment to article 2 of the Investment Incentive Agreement between the Government of the United States of America and the Government of Lebanon effected by an exchange of notes signed at Beirut September 17, 1980 and February 10, 1981 (the Agreement) and to the conversations that have recently taken place between representatives of our two Governments relating to the more efficient operation of the political risk insurance, loan guaranty, and investment funds programs that are now administered by the Overseas Private Investment Corporation (OPIC).

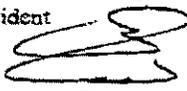
I have the honor to inform your Excellency of the agreement of the Council for Development and Reconstruction to amend article 2 of the above mentioned Investment Incentive Agreement as follow:

Article 2 is amended by adding the following two sentences at the end of the current text: "Projects or activities encompassed by this Agreement and related to entities that are duly registered under Lebanese law shall not require additional, special approval of the Government of Lebanon for the purpose of this Agreement. The procedures set forth in this Agreement shall nevertheless apply to such projects or activities."

Therefore, this exchange of notes between your Embassy and the Council for Development and Reconstruction constitutes an amendment to the Agreement and has entered into force on the date of this letter,

Please accept, Mr. Ambassador, the assurances of my highest consideration.

Council for Development
and Reconstruction
President



NABIL A. ELJISR





Embassy of the United States of America

Beirut, Lebanon

March 13, 2007

Mr. Nabil Jisr
President of the Council for Development and Reconstruction
of the Republic of Lebanon
Grand Serail

Dear Mr. Jisr:

A handwritten signature in black ink, appearing to read "Nabil", written over the typed name "Nabil Jisr".

The Embassy of the United States of America refers the Council for Development and Reconstruction of the Republic of Lebanon to the Investment Incentive Agreement between the Government of the United States of America and the Government of Lebanon effected by an exchange of notes signed at Beirut September 17, 1980 and February 10, 1981 (the Agreement). The Embassy refers also to conversations that have recently taken place between representatives of our two Governments relating to the more efficient operation of the political risk insurance, loan guaranty, and investment funds programs that are now administered by the Overseas Private Investment Corporation (OPIC).

In that connection, the Embassy, on behalf of the Government of the United States, proposes the following amendment to the Agreement:

Article 2 is amended by adding the following two sentences at the end of the current text: "Projects or activities encompassed by this Agreement and related to entities that are duly registered under Lebanese law shall not require additional, special approval of the Government of Lebanon for the purpose of this Agreement. The procedures set forth in this Agreement shall nevertheless apply to such projects or activities."

If the foregoing proposal is acceptable to the Government of Lebanon, the Embassy further proposes that this note and the Council for Development and Reconstruction of the Republic of Lebanon's note in reply shall constitute an amendment to the Agreement, which shall enter into force on the date of the Investment Development Authority of Lebanon's note in reply.

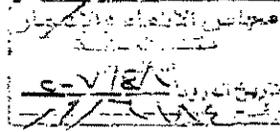
Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey D. Feltman", written over the typed name "Jeffrey D. Feltman".

Jeffrey D. Feltman
Ambassador

ن.د.د.

رقم المحضر : ٧٧
رقم القرار : ٤٢
سنة : ٢٠٠٧



الجمهورية اللبنانية
مجلس الوزراء
الإمانة العامة

من محضر جلسة مجلس الوزراء

المنعقدة في : مقره - وسط بيروت يوم : الثلاثاء الواقع في : ٢٠٠٧/٤/٣

الموضوع : طلب مجلس الإنماء والإعمار الموافقة على تعديل المادة الثانية من اتفاقية ضمان الاستثمارات الموقعة بين المجلس وسفارة الولايات المتحدة الأمريكية .

المستندات :

- المرسوم الاشتراعي رقم ٥ تاريخ ١٩٧٧/١/٣١ وتعديلاته (إنشاء مجلس الإنماء والإعمار) .
- اتفاقية ضمان الاستثمارات بين الحكومة اللبنانية وحكومة الولايات المتحدة الأمريكية الموقعة بتاريخ ١٩٨١/٢/١٠ والنافذة بتاريخ ١٩٨١/٤/٣ .
- كتابا مجلس الإنماء والإعمار رقم ٧١٨٧ / ١ تاريخ ٢٠٠٦/١٢/١١ ورقم ١/١٥٠١ تاريخ ٢٠٠٧/٣/٢٠ ومرفقاتهما اللذان عرضهما دولة رئيس مجلس الوزراء .

قرار المجلس

اطلع مجلس الوزراء على المستندات المذكورة أعلاه ،

وقد تبين منها أن مجلس الإنماء والإعمار يفيد بأنه، وبموجب تبادل رسائل بين رئيسه وبين سفير الولايات المتحدة الأمريكية في لبنان في العامين ١٩٨٠ و ١٩٨١، تم بتاريخ ١٩٨١/٢/١٠ وضع اتفاقية ضمان الاستثمارات بين الحكومة اللبنانية وحكومة الولايات المتحدة الأمريكية وأصبحت هذه الاتفاقية نافذة بتاريخ ١٩٨١/٤/٣ وما زالت حتى تاريخه .

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رقم المحضر : ٧٧

رقم القرار : ٤٤

تاريخ القرار : ٢٠٠٧/٤/٣

الجمهورية اللبنانية

مجلس الوزراء

الامانة العامة

و أن السفارة الاميركية في لبنان أشارت بتاريخ ٢٠٠٦/١١/٦ إلى مباحثات جرت مؤخرا بين الطرفين تتعلق بهذه الاتفاقية وانتهت إلى اقتراح إلغاء المادة الثانية من الاتفاقية مدار البحث التي تتضمن أن الأصول المتبعة في اتفاقية ضمان الاستثمارات تطبق على المشاريع والنشاطات الموافقة عليها من قبل الحكومة اللبنانية أو المشاريع والنشاطات المرتبطة بالحكومة اللبنانية لتأمين بضائع اوخدمات .

و أن محفوظات المجلس لم تتضمن أي قرار من مجلس الوزراء حول في حينه رئيسه وضع هذه الاتفاقية موضع التنفيذ بطريقة تبادل رسائل بغية إتباع الأصول ذاتها لإجراء التعديل في حال وافق عليه مجلس الوزراء .

و يضيف المجلس بأن سفارة الولايات المتحدة الاميركية أودعته بتاريخ ٢٠٠٧/٣/١٢ الصياغة النهائية لنص المادة المراد تعديلها و ذلك على النحو التالي:

"Projects or activities encompassed by this Agreement and related to entities that are duly registered under Lebanese law shall not require additional, special approval of the government of Lebanon for the purpose of this Agreement. The procedures set forth in this Agreement shall nevertheless apply to such projects or activities".

لذلك ، فان مجلس الإنماء والإعمار يرفع النص النهائي للمادة الثانية من اتفاقية ضمان الاستثمارات إلى دولة الرئيس لعرضه على مجلس الوزراء لاتخاذ القرار المناسب بشأنه و في حال الموافقة عليه، الإجازة لرئيس المجلس توجيه كتاب جوابي إلى سفارة الولايات المتحدة الاميركية بغية تبينه و وضعه

موضع التنفيذ.

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د/ل

رقم المحضر : ٧٧
 رقم القرار : ٤٤
 تاريخ القرار : ٢٠٠٧/٤/٢

الجمهورية اللبنانية
 مجلس الوزراء
 الامانة العامة

وان دولته يعرض الموضوع على مجلس الوزراء لاتخاذ القرار المناسب بشأنه .
 بناء عليه ،
 وبعد المداولة ،

قرر المجلس الموافقة على تعديل نص المادة الثانية من اتفاقية ضمان الاستثمارات الموقعة بين
 الحكومة اللبنانية وحكومة الولايات المتحدة الاميركية بتاريخ ١٠/٢/١٩٨١ وأصبحت نافذة بتاريخ
 ٣٠/٤/١٩٨١ وذلك وفقاً للصيغة المذكورة آنفاً والمبينة في كتاب مجلس الانماء والاعمار رقم ١/١٥٠١
 تاريخ ٢٠/٣/٢٠٠٧ والإجازة لرئيس المجلس توجيه كتاب جوابي بالموضوع إلى سفارة الولايات المتحدة
 الاميركية بغية تبني هذا التعديل ووضعه موضع التنفيذ .

أمين عام مجلس الوزراء

سهيل بوجي

يلغ جانب :

- رئاسة مجلس الوزراء
- مجلس الانماء والاعمار
- المؤسسة العامة لتشجيع الاستثمارات في لبنان
- السادة الوزراء
- وزارة الخارجية والمغتربين
- وزارة المالية
- المديرية العامة لرئاسة الجمهورية
- المديرية العامة لرئاسة مجلس الوزراء
- مؤسسة المحفوظات الوطنية
- مركز المعلوماتية
- المحفوظات

تسعة طين الاصل
 الاسم حذره شهاب

التاريخ



بيروت ، في ٤ / ٤ / ٢٠٠٧

FINANCE

Investment Guaranties

Agreement Between the
UNITED STATES OF AMERICA
and LEBANON

Effected by Exchange of Notes
Signed at Beirut September 17, 1980
and February 10, 1981



LEBANON

Finance: Investment Guaranties

*Agreement effected by exchange of notes
Signed at Beirut September 17, 1980 and February 10, 1981;
Entered into force April 30, 1981.*

*The American Ambassador to the Lebanese President, Council for
Development and Reconstruction*

September 17, 1980

INVESTMENT INCENTIVE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF
AMERICA AND THE GOVERNMENT OF LEBANON

Excellency:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Lebanon which promote the development of the economic resources and productive capacities of Lebanon and to investment insurance (including reinsurance) and investment 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. I also have the honor to confirm the following understandings reached as a result of those conversations:

ARTICLE I

As used herein, the term "Coverage" shall refer to any investment insurance 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

TIAS 10070

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 or reinsurer 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 approved by the Government of Lebanon or to projects or activities with respect to which the party under Coverage has entered into a contract with the Government of Lebanon, or any agency or political subdivision thereof, for the provision of goods or services.

ARTICLE 3

(a) If the Issuer makes payment to any investor under Coverage, the Government of Lebanon shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. Nothing in this Agreement shall limit the

right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

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

ARTICLE 4

To the extent that the laws of Lebanon partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of Lebanon by the Issuer, the Government of Lebanon shall permit such investor 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 Lebanon

ARTICLE 5

Amounts in the lawful currency of Lebanon, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Lebanon no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. 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

TIAS 10070

city in the territory of Lebanon.

ARTICLE 6

(a) Any dispute between the Government of the United States of America and the Government of Lebanon regarding the interpretation of this Agreement in which, in the opinion of one of the Governments, involves a question of public international law arising out of any project or investment 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 Paragraph 6(b).

(b) The arbitral tribunal for resolution of disputes pursuant to Paragraph 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 President of the International Court of Justice 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 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.

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 denunciation of the Agreement.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable

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TIAS 10070

to the Government of Lebanon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, to enter into force on the date of the note by which the Government of Lebanon communicates to the Government of the United States of America that this exchange of notes has been approved pursuant to its constitutional procedures. [1]

Accept, Excellency, the renewed assurances of my highest consideration.

Cordially yours,

John Gunther Dean

John Gunther Dean
American Ambassador

H.E. Mohamed Atallah,
President,
Council for Development
and Reconstruction,
Baabda.

¹Apr. 30, 1981.

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*The Lebanese President, Council for Development and Reconstruction,
to the American Ambassador*

COUNCIL FOR DEVELOPMENT & RECONSTRUCTION
BEIRUT - LEBANON

The President

No. 48 /1

February 10, 1981

H.E. John Gunther Dean
Ambassador of the United States
of America
Beirut, Lebanon

Dear Mr. Ambassador:

I have the honor to acknowledge the receipt of your note dated September 17, 1980, which reads:

"I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Lebanon which promote the development of the economic resources and productive capacities of Lebanon and to investment insurance (including reinsurance) and investment guaranties which are backed on 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. I also have the honor to confirm the following understandings reached as a result of those conversations:

"ARTICLE 1

"As used herein, the term "Coverage" shall refer to any investment insurance 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 or reinsurer 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 approved by the Government of Lebanon or to projects or activities with respect to which the party under Coverage has entered into a contract with the Government of Lebanon, or any agency or political subdivision thereof, for the provision of goods or services.

"ARTICLE 3

"(a) If the Issuer makes payment to any investor under Coverage, the Government of Lebanon shall, subject to the provisions of Article 4 hereof, recognize the transfer to the Issuer of any currency, credits, assets, or investment on account of which payment under such coverage is made as well as the succession of the Issuer to any right, title, claim, privilege, or cause of action existing, or which any arise, in connection therewith.

"(b) The Issuer shall assert no greater rights than those of the transferring investor with respect to any interests transferred or succeeded to under this paragraph. Nothing in this Agreement shall limit the right of the Government of the United States of America to assert a claim under international law in its sovereign capacity, as distinct from any rights it may have as Issuer.

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

"ARTICLE 4

"To the extent that the laws of Lebanon partially or wholly invalidate or prohibit the acquisition from a covered investor of any interest in any property within the territory of Lebanon by the Issuer, the Government of Lebanon shall permit such investor 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 Lebanon.

"ARTICLE 5

"Amounts in the lawful currency of Lebanon, including credits thereof, acquired by the Issuer by virtue of such Coverage shall be accorded treatment by the Government of Lebanon no less favorable as to use and conversion than the treatment to which such funds would be entitled in the hands of the covered investor. 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 Lebanon.

"ARTICLE 6

"(a) Any dispute between the Government of the United States of America and the Government of Lebanon 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 investment 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 Paragraph 6(b).