AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ARMENIA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF SYRIA ON THE MUTUAL PROTECTION AND PROMOTION OF INVESTMENTS

The Government of the Republic of Armenia and the Government of the Syrian Arab Republic (hereinafter the “Contracting Parties”),

Taking into account the friendly relations between the two countries and their peoples,Government of the Syrian Arab Republic (hereinafter the “Contracting Parties”),

Considering the friendly and cooperative relations between the two countries and their peoples,

Aiming to create favorable conditions for the promotion of investments by investors of one Contracting Party in the territory of the other Contracting Party, on a basis of sovereign equality and mutual benefit, for investors of a Contracting Party to make investments in the territory of the other Contracting Party on a basis of sovereign equality and mutual benefit,

Considering that an Agreement for the Promotion and Protection of Investments will contribute to the promotion of investment activities in both countries,

Have agreed as follows:

Article 1. Definitions

1. For the purposes of this Agreement:

The term “investments” means any type of property, invested by an investor of one Contracting Party in the territory of the other Contracting Party, in accordance with its laws andin accordance with the laws and regulations of the other Contracting Party, n, in particular, but not exclusively, includes:

a) movable and immovable property, as well as other property rights, such as mortgages, privileges, guarantees and similar rights,

b) shares, bonds, or any other interests in companies or joint ventures operating in the territory of the other Contracting Party,

c) patents, industrial designs, trade secretsmarks, trade names, know-how and other intellectual property rights,

d) business concessions granted by law or contract in connection with investments, including concessions for the exploration and exploitation of natural resources.

2. The term “Investors” means:

a) natural persons who are citizens of either of the two States in accordance with its laws and regulations,

b) legal persons or other economic associations,which have been established in accordance with the laws and regulations of one of the Contracting Parties, and whose legal address is located in the territory of that Contracting Party.

3. The term “without delay” shall be deemed to be met if the transfer is made within a period which is normally required in international financial practice.

4. The term “Income” means amounts derived from the investment, which in particular, but not exclusively, include profits, interest, dividends, capital gains, royalties and fees.

5. The term “Territory” means:

In the case of the Republic of Armenia, the land territory, internal waters, and the airspace above them of the Republic of Armenia, over which the Republic of Armenia exercises sovereign rights and has jurisdiction in accordance with its applicable national laws and international law:

“Syria,” in accordance with international law, means the territories of the Syrian Arab Republic, including its internal waters, maritime zones, submarine areas and the airspace above them, over which Syria hassovereign rights, as well as other adjacent areas, over which Syria has sovereign rights to explore, exploit, and conserve natural resources.

Article 2. Investment Promotion and Protection of Investments

1. Each Contracting Party shall promote and create favorable conditions in its territory for investments of the other Contracting Party.and shall accept such investments by investors of a Contracting Party in that territory in accordance with its laws and regulations.

2. Investments of investors of each Contracting Party shall at all times be treated fairly and equitably, and the investors shall receive appropriate protection and security in the territory of the other Contracting Party.

Article 3. Most-Favored-Nation Treatment

1. Investments of investors of a Contracting Party that have been approved and made in the territory of the other Contracting Party in accordance with its laws and regulations shall receive, in the territory of the other Contracting Party, legalprotection and fair treatment on terms no less favorable than those which it grants to its own investors or to investors of any third State in a similar situation, if more favorable.

2. If a Contracting Party grants special privileges to investors of any third State in a free trade zone, customs union, common market or regionalon the basis of a treaty establishing such a free trade area, customs union, common market, or regional organization, or a treaty for the avoidance of double taxation, then it is not obligated to grant such privileges to investors of the other Contracting Party.

Article 4. Expropriation

1. Investments of investors of each of the Contracting Parties in the territory of the other Contracting Party shall not be expropriated, nationalized, or otherwise subjected to measures equivalent to expropriation, nationalization, or similar measuresother measures having equivalent effects (hereinafter “expropriation”). Investments may be expropriated for the needs of society and the state only in exceptional cases, when overriding public interests so require, in accordance with the law, on a non-discriminatory basis, and with prompt, adequate, and equitable compensation, which shall be paid in accordance with the constitution and laws of the receiving State taking the expropriation measures.basis and with fair compensation, which shall be paid in accordance with the constitution and laws of the host State taking the measure of expropriation. Such compensation shall be equivalent to the actual market value of the investments being expropriated, immediatelyin the event of expropriation or before the expropriation becomes publicly known, shall include accrued interest calculated at an applicable commercial rate from the actual date of expropriation until the date of payment, and shall be effectively realizable.

2. In the event of expropriation and compensation, treatment shall be no less favorable than that whicha Contracting Party accords to investors of that or any third State. The compensation shall be made in freely convertible currency.

3. Investors of a Contracting Party in respect of whom an expropriation has been made have the right to recourse to the courts of the other Contracting Party.or other independent body for a prompt review of their case and the valuation of their investments in accordance with the principles established in this Article.

4. When a Contracting Party expropriates a companyassets of a company incorporated or constituted under its laws and regulations, in which investors of the other Contracting Party are owners of shares, bonds, or other forms of participation, the provisions of this Article shall apply.

Article 5. Compensation for Losses

1. Investors of a Contracting Party whose investments in the territory of the other Contracting Party suffer losses as a result of war or other armed conflict, revolution,state of emergency, insurrection, civil unrest, or rebellion in the territory of that Contracting Party, the latter Contracting Party shall provide a regime for compensation, restitution, or other adjustment.

2. That regime shall be no less favorable than the treatment which the latter Contracting Party accords to investors of its

own or of any third State, if the latter is more favorable for those investors.

Article 6. Transfers

1. Each Contracting Party shall, in accordance with its laws and regulations, guarantee the prompt transfer of:

a) profits, interest, dividends and other current income,

b) funds necessary for:

i) the acquisition of raw and auxiliary materials, semi-finished products andfor the acquisition of finished goods, or

ii) for the recapitalization of the main capital in order to ensure the continuity of the investments,

c) additional cash funds necessary for the growth of the investments,

d) amounts for the amortization of loans,

e) royalties or fees,

f) salaries of natural persons,

g) proceeds from the sale or liquidation of an investment,

h) compensation for damages,

i) compensation for alienation.

2. The transfer shall be made at the prevailing exchange rate for the transfer transaction in the relevant foreign currency as of the date of the transfer.

Article 7. Subrogation

If an investor's investment in one of the Contracting Parties is insured against non-commercial risks in accordance with the law, then the transfer to the insurer or reinsurer of the rights of that investor through subrogation, with respect to thatin accordance with the terms of the insurance, shall be recognized by the other Contracting Party, provided, however, that the insurer or reinsurer shall not acquire any other rights which the investor did not have the right to exercise.

Article 8. Settlement of Disputes between a Contracting Party and an Investor

1. Any dispute between an investor of a Contracting Party and the other Contracting Party concerning an investment made in the territory of the other Contracting Party, to the extent possible, shall be settled amicably through consultations and negotiations between the parties to the dispute.

2. If the dispute cannot be settled by negotiation within one year, either party to the dispute shall have the right to refer the dispute to the competent court of the Contracting Party receiving the investment.

3. If a dispute concerning the amount of compensation for expropriation cannot be settled within one year through the negotiations provided for in paragraph 1 of this Article, it may, at the request of either party, be submitted to the ICSID Tribunal (established for this purpose). The provisions of this paragraph shall not apply if the investor has resorted to the domestic courts. The provisions of this paragraph shall not apply if the investor has resorted to the procedure specified in paragraph 2 of this article.

4. Such arbitral tribunal shall be constituted for each individual case in the following manner: Each party to the dispute shall appoint one member of the tribunal, and those two members shall elect as president a national of a third State with which both Contracting Parties have diplomatic relations: The first two members shall be appointed within two months from the date on which a party to the dispute notifies the other of its intention to settle the dispute in this manner, and the President within four months. If the arbitral tribunal has not been constituted within the above-mentioned period, each party to the dispute may invite the Secretary-General of the International Centre for Settlement of Investment Disputes to make the necessary appointments:

5. The arbitral tribunal shall determine its own procedure. However, in determining the procedure, the tribunal may refer to the Rules of Arbitration of the International Centre for Settlement of Investment Disputes as a guide.

6. The arbitral tribunal shall render its award by a majority vote. Such an award is final and binding on both parties to the dispute. Both Contracting Parties shall undertake to carry out the award in accordance with their respective domestic legislation.

7. The Arbitral Tribunal shall render its award in accordance with the laws of the Contracting Party whose investment is at issue, including its rules on conflict of laws, the provisions of this Agreement, as well as the generally recognized principles of international law accepted by the two Contracting Parties.

8. Each party to the dispute shall bear the costs of its appointed member of the tribunal and of its representation in the judicial proceedings. The remaining costs of the appointed presiding officer shall be borne by the parties to the dispute in equal shares.

Article 9. Settlement of Disputes Concerning the Interpretation and Application of this Agreement between the Contracting Parties

1. Any dispute concerning the interpretation or application of this Agreement shall, as far as possible, be settled through consultations conducted by diplomatic channels.

2. If the dispute cannot be settled in this manner within six months, it may, at the request of either party, be submitted to an arbitral tribunal.

3. Such a conciliation tribunal shall consist of three members. Each Contracting Party shall appoint one member of the tribunal within two months from the date of receipt by one Contracting Party of a notification from the other Contracting Party concerning conciliation. The two members shall together select the third member, a national of a third State which maintains diplomatic relations with both Contracting Parties, within the following two months. The Contracting Parties shall appoint the third member as President of the Conciliation Court.

4. If the arbitral tribunal has not been constituted within four months after receipt of the written notification of arbitration, each Party, in the absence of any other agreement, may invite the President of the International Court of Justice to appoint the member (or members) of the tribunal not yet appointed. If the President is a national of any Contracting Party or is otherwise unable to perform the said function, the necessary appointment (the) to make the necessary appointment, the next most senior member of the International Court of Justice who is not a national of any of the Contracting Parties is invited.

5. The arbitral tribunal shall determine its own procedure. The arbitral tribunal shall render its award in accordance with the provisions of this Agreement and the principles of international law which the two Contracting Parties have recognized.

6. The Conciliation Court shall render its decision by a majority vote, and such decision shall be final and binding on the two Contracting Parties. The Conciliation Court shall, at the request of either Contracting Party, provide the reasons for its decision.

7. Each Contracting Party shall bear all costs of its appointed member and of its representation in the arbitration proceedings. The President and the remaining costs of the arbitral tribunal shall be borne by the Contracting Parties in equal shares.

Article 10. Amendments and Supplements

This Agreement may be amended or supplemented after its entry into force by mutual agreement of the Contracting Parties. The amendments and additions shall be embodied in an additional protocol, which shall enter into force in accordance with Article 11 of this Agreement and shall form an integral part of this Agreement.

Article 11. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force upon the exchange of notes diplomatic through which the last notification of the completion of the domestic procedures of ratification by any of the Contracting Parties is communicated.receipt of the last notification by any of the Contracting Parties through diplomatic channels of its intention to denounce the Agreement, or has not, within three months of the date of receipt of such notification, given written notice of its denunciation.

2. With respect to investments made prior to the entry into force of this Agreement, it shall remain in force for a period of ten years and shall continue in force for successive periods of ten years unless any of the Contracting Parties gives one year prior to the expiration of the period of validity of the Agreement notice of its intention to denounce the Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Erbil on June 17, 2009, in two originals, in Armenian, Arabic, and English, all texts being equally authentic. In case of any divergence arising from interpretation, the English text shall prevail.

The Agreement entered into force on April 26, 2010.