Agreement

Between the Russian Federation and

Government

Hashemite Kingdom of Jordan on the Promotion and

Mutual

Protection of investments

Russian Government and the Government of the Hashemite Kingdom of Jordan, hereinafter referred to as the Contracting Parties,

Desiring to create favorable conditions for investment by investors of one Contracting Party in the territory of the other Contracting Party, recognizing that the promotion and reciprocal protection of investments under this Agreement will stimulate the flow of capital and the development of mutually beneficial trade-economic and scientific and technical cooperation, have agreed to the following:

Article 1. Definitions

For the purposes of this Agreement, the following definitions shall mean:

a) "investor" (in respect of each of the Contracting

Parties): any natural person who is a citizen of that Contracting Party;

Any legal entity established or established in accordance with the legislation of that Contracting Party;

b) "investment" - all kinds of assets, which are invested by the investor of one Contracting Party in the territory of the other Contracting Party in accordance with the legislation of the latter Contracting Party, and in particular:

- Movable and immovable property;

- Shares, stocks and other forms of equity participation in the capital of commercial organizations;

- The right to claim for the money invested to create economic value or that have an economic value and associated with

Investments;

- Exclusive rights to intellectual property (copyrights, patents, industrial designs, models, trademarks or service marks, technology, information having a commercial value, and know-how);

- The right to carry out business activities conferred by law or contract, including, in particular, related to the exploration, development, production and exploitation of natural resources. No change in shape does not affect the investment

Their qualification as investments if such change does not contradict the legislation of the Contracting Party in whose territory the investments were made.

c) "income" - money received from investments, and in particular, profits, dividends, interest, royalties and other fees;

d) "territory of a Contracting Party" - the territory of the Russian Federation or the territory of the Hashemite Kingdom of Jordan, as well as their exclusive economic zones and continental shelf, defined in accordance with the UN Convention on the Law of the Sea (1982);

e) "law of the Contracting Parties" - laws and other normative legal acts of the Russian Federation or the laws and other

normative legal acts of the Hashemite Kingdom of Jordan.

Article 2. Investment Protection

1. Each Contracting Party shall endeavor to create favorable conditions for investors of the other Contracting Party spondence suschestvleniya investments in its territory and admit such investments in accordance with its legislation.

2. Each Contracting Party shall ensure, in accordance with its legislation full protection on its territory investments of investors of the other Contracting Party.

Article 3. Investment Regime

1. Each Contracting Party shall ensure that at

Its territory fair and equitable treatment to investments of investors of the other Contracting Party in respect of the ownership, use and disposal of such investments.

2. In accordance with the legislation of the Contracting Party, which naterritorii the investments, the regime referred to in paragraph 1 of this Article shall not be less favorable than that provided by such a Contracting Party to investments of its own investors or investments of investors of any third state, depending on the of which one is at the investor view, it is more favorable.

3. Each Contracting Party reserves the right to apply and to introduce, in accordance with its legislation exceptions to the national treatment to foreign investors and their investments, including reinvested capital.

4. The provisions of paragraphs 1 and 2 of this article with respect to should not MFN construed so as to oblige one Contracting Party to extend to investments of investors of the other Contracting Party the benefit of any treatment, preference or privilege which may be granted to the former Contracting Party:

a) in connection with participation in a free trade area, customs union, monetary union, common market or any similar economic integration entities or any international agreements, leading to the creation of such associations or unions;

b) on the basis of agreements to avoid double taxation or other agreements on taxation;

c) by virtue of the agreements of the Russian Federation with the states formerly part of the former Union of Soviet Socialist Republics.

5. Without prejudice to the provisions of Articles 4, 5 and 8 of this Agreement, the Contracting Parties are not obliged to provide in accordance with this Agreement regime is more favorable than that accorded by each Contracting Party in accordance with the Agreement Establishing the World Trade Organization (WTO) on 15aprelya 1994 city, including the obligations under the General agreement on trade in services (GATS), as well as in accordance with any other

Multilateral arrangements relating to the regime of investments, which are members of both Contracting Parties.

Article 4. Expropriation

1. Investments of investors of one Contracting Party made in the territory of the other Contracting Party shall not be expropriated, nationalized or subjected to any measures tantamount to expropriation or nationalization (hereinafter referred to as - expropriation), except in cases where these measures are carried out in the public interest and in accordance with the procedure established by the legislation of the latter Contracting Party, are not discriminatory and entail the payment of prompt,adequate and effective compensation.

2. The compensation shall correspond to the market value of the expropriated investments, calculated on the date immediately preceding the date of expropriation or the date when it became common knowledge about the impending expropriation, depending on which event occurs first. Compensation shall be paid without delay in a freely convertible currency and translated freely in accordance with Article 6 of this Agreement to the territory of one Contracting Party in the territory of the other Contracting Party. From the date of expropriation until the date of payment of compensation in the amount of the compensation will bear interest at a commercial rate established on a market basis, but not less than six-month LIBOR rate for USD loans.

Article 5. Damages

Investors of one Contracting Party whose investments suffer losses in the territory of the other Contracting Party owing to war, civil unrest or other similar circumstances, provided in respect of restitution, indemnification, compensation or other settlement mode, the most favorable of those latter Contracting Party shall accord to investors a third country or to its own investors in

Against measures taken by it in connection with such damage.

Article 6. Transfer of Payments

1. Each Contracting Party shall guarantee to investors of the other Contracting Party, after fulfillment of all tax obligations, a free transfer abroad of payments in connection with the investments, and in particular:

a) revenue;

b) funds in repayment of loans and credits recognized by both Contracting Parties as investments, as well as the accrued interest;

c) funds received in connection with the partial or total liquidation or sale of investments;

g) compensation, restitution or other forms of settlement, referred to in Articles 4 and 5 of this Agreement;

d) wages and other remunerations received by the investor and the individuals of the latter Contracting Party who are allowed to work in connection with investments in the territory of the first Contracting Party.

2. Transfers of payments are made without delay in a freely convertible currency at the rate applicable on the date of transfer, in accordance with the currency legislation of the Contracting Party in whose territory the investments were made.

Article 7. Subrogation

Contracting Party or its designated agency, which made a payment to the investor on the basis of guarantees against non-commercial risks in connection with its investment in the territory of another

Contracting Parties will be able to exercise by subrogation the right of the investor to the same extent as the investor. These rights shall be exercised in accordance with the legislation of the latter Contracting Party.

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

1. Disputes between a Contracting Party and an investor of the other Contracting Party arising in connection with an investment of an investor in the territory of the first Contracting Party, including disputes relating to the size, conditions, or order the payment of compensation in accordance with Articles 4 and 5 of this Agreement or of the order of transfer payments provided for in article 6 of this Agreement shall be resolved as far as possible by negotiations.

2. If the dispute can not be settled through negotiation within six months from the date of the written request of any party to a dispute to resolve it through negotiations, it is at the option of the investor can be submitted:

- The competent court or the state arbitration of the Contracting Party in whose territory the investments were made;

- In the Court of Arbitration ah os in accordance with the Arbitration Rules of the International Trade Law of the United Nations Commission (UNCITRAL);

- The International Centre for Settlement of Investment Disputes, established pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, March 18, 1965, to resolve the dispute in accordance with the provisions of the Convention (with the provided that it has entered into force for both Contracting Parties) or in accordance with the Additional Facility rules of the International Centre for settlement of investment disputes (if the Convention has not entered into force for both or one of the Contracting Parties).

3. The arbitration award shall be final and binding on both parties to the dispute. Each Contracting Party shall ensure the implementation of such a decision in accordance with its legislation.

Article 9. Settlement of Disputes between the Contracting Parties

1. Disputes between the Contracting Parties concerning the interpretation or application of this Agreement shall be settled

as far as possible by negotiations between the Contracting Parties.

2. If the dispute is not settled within six months from the

The date of the written request of either Contracting Party to conduct the negotiations, at the request of either Contracting Party, he referred to the arbitral tribunal.

3. The arbitral tribunal shall be constituted for each individual case, for which each Contracting Party shall appoint one member of the arbitration tribunal within two months from the date of receipt of the notification of the arbitration proceedings. Then, these two members shall select a national of a third State, who on approval of the two Contracting Parties shall be appointed Chairman of the arbitral tribunal within one month from the date of appointment of the other two members.

4. If within the periods specified in paragraph 3 of this Article, the necessary appointments have not been made, in the absence of other agreement, either Contracting Party may invite the President of the International Court of Justice to make such appointments. If the chairman of the International Court of Justice is a national of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments invited the Deputy President of the International Court. If the deputy chairman of the International Court of Justice is also the State of either Contracting Party or is otherwise unable to discharge the said function, then make the necessary appointments offered to the next in seniority member of the International Court of Justice who is not a national of either Contracting Party in respect of where there are no other reasons for not allowing him to perform the specified function.

5. The arbitral tribunal shall render its decision by majority vote. This decision is final and binding on the Contracting Parties. Each Contracting Party shall bear the expenses related to the activities of its own appointed member of the tribunal and of its representation in the arbitration proceedings. The costs associated with the arbitration court Chairman and other expenses The Contracting Parties shall bear in equal shares. However, the Court may in its decision that one of the Contracting Parties shall bear a larger share of spending, and that decision will be binding on both

Contracting Parties. The arbitral tribunal shall determine its own procedure.

Article 10. Consultations

The Contracting Parties shall at the request of any of them, shall hold consultations on matters relating to the interpretation or application of this Agreement.

Article 11. Application of the Agreement

This Agreement shall apply to all investments made by investors of one Contracting Party in the territory of the other Contracting Party after the entry into force of this Agreement.

Article 12. Entry Into Force and Duration of the Agreement

1. Each Contracting Party shall notify the other Contracting Party of the completion of internal procedures necessary for the entry into force of this Agreement. This Agreement shall enter into force on the date of the last of the two notifications.

2. This Agreement shall remain in force for a period of fifteen years. After this period it shall be automatically extended for successive five-year periods, unless either Contracting Party notifies the other Contracting Party at least twelve months prior to the expiry of the period of its intention to terminate this Agreement.

3. This Agreement may be amended by mutual written consent of the Contracting Parties. Any amendment to this Agreement shall enter into force after each Contracting Party shall notify the other Contracting Party of the fulfillment of all internal procedures necessary for the entry into force of such amendment.

4. With respect to investments made prior to the date of termination of this Agreement and

Under its action, the provisions of all other articles of this Agreement shall remain in force for a period of fifteen years after the date of termination of this Agreement.

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

Done in Amman "13" February 2007 in two copies in Russian, Arabic and English languages, all texts being equally authentic. In case of divergence of interpretation of this Agreement, the English text.

For the Government For the Government of

Russian Federation Hashemite

Kingdom