

**THIRD AMENDED AND RESTATED
FISCAL AGENCY AGREEMENT**

among

THE LEBANESE REPUBLIC,

DEUTSCHE BANK TRUST COMPANY AMERICAS,
acting through its principal corporate office in New York
the Fiscal Agent
the Registrar
the Exchange Agent
a Transfer Agent

DEUTSCHE BANK AG, LONDON BRANCH,
a Paying Agent
a Transfer Agent,

DEUTSCHE BANK LUXEMBOURG S.A.,
a Paying Agent
a Transfer Agent,

**in respect of a U.S.\$22,000,000,000
Global Medium-Term Note Program**

DEWEY & LEBOEUF

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United Kingdom

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This **THIRD AMENDED AND RESTATED FISCAL AGENCY AGREEMENT**, dated March 1, 2010, as the same may be further amended, restated, modified or supplemented from time-to-time (this “**Agreement**”), is made

A M O N G

- (1) **THE LEBANESE REPUBLIC** (the “**Republic**”);
- (2) **DEUTSCHE BANK TRUST COMPANY AMERICAS**, acting through its principal corporate office in New York, in its capacity as fiscal agent (the “**Fiscal Agent**”, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the Fiscal Agent or Fiscal Agents), in its capacity as registrar (the “**Registrar**” which expression shall include any successor), in its capacity as exchange agent (the “**Exchange Agent**”, which expression shall include any successor) and in its capacity as a transfer agent (a “**Transfer Agent**”, which expression shall include any successor or additional Transfer Agent);
- (3) **DEUTSCHE BANK AG, LONDON BRANCH**, acting through its principal corporate office in London, in its capacity as a paying agent (a “**Paying Agent**”, which expression shall include any successor or additional paying agents) and in its capacity as a Transfer Agent; and
- (4) **DEUTSCHE BANK LUXEMBOURG S.A.**, in its capacity as Luxembourg paying agent (the “**Luxembourg Paying Agent**”, which expression shall include any successor or additional Luxembourg paying agents) and in its capacity as a transfer agent (a “**Transfer Agent**”, which expression shall include any successor or additional Transfer Agents).

W H E R E A S

- (A) The Republic has established a Global Medium-Term Note Program (the “**Program**”) pursuant to which the Republic may issue, from time to time, Notes as set out herein. Notes up to a maximum principal amount from time-to-time outstanding of U.S.\$22,000,000,000 (or its equivalent in other currencies determined at the time of the Agreement to issue), subject to increase as provided in the Program Agreement (as defined below), (the “**Maximum Amount**”) may be issued pursuant to the Program.
- (B) In connection with the Program, the Republic had entered into the Second Amended and Restated Program Agreement (as amended, supplemented and/or restated from time to time, the “**Program Agreement**”) dated March 1, 2010 and made between the Republic and the Dealers (as defined below).
- (C) Notes may be issued on a listed or unlisted basis. The Republic has made application to the Luxembourg Stock Exchange for Notes issued under the Program to be admitted to trading and listed on the regulated market of the Luxembourg Stock Exchange. In connection with this application, the Republic has procured the preparation of the Base Prospectus dated March 1, 2010 (as revised, supplemented, amended or updated from time to time, the “**Base Prospectus**”). Notes may be listed on such other stock exchange(s) as the Republic and the relevant Dealer may agree.
- (D) The parties hereto have previously entered into the Second Amended and Restated Fiscal Agency Agreement dated May 14, 2009 (the “**May 2009 Agreement**”), which amended and restated the original Fiscal Agency Agreement dated March 8, 1999 and which had been amended and supplemented by the First Supplemental Fiscal Agency Agreement dated April 11, 2006 and the Second Supplemental Fiscal Agency Agreement dated April 4, 2007.

- (E) The parties hereto wish to amend and restate the May 2009 Agreement to incorporate and reflect certain additional amendments agreed among the parties with respect to Notes issued under the Program as more fully set out herein.

THIS AGREEMENT WITNESSES AND IT IS AGREED AND DECLARED as follows:

1. INTERPRETATION

1.1. Defined terms

For the purposes of this Agreement, except where the context requires otherwise:

“**Agreement Date**” has the meaning ascribed thereto in the Program Agreement;

“**Agents**” means the Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents, the Calculation Agent, the Exchange Agent and their successors, and “**Agent**” means any of them;

“**Appointee**” means any attorney, manager, agent, delegate or other person appointed by the Fiscal Agent under this Agreement;

“**Authorized Officer**” means such person as authorized by the Republic from time to time;

“**Base Prospectus**” has the meaning set out in Recital (C);

“**Bearer Global Note**” means a Temporary Global Note and/or a Permanent Global Note, as the context may require;

“**Bearer Notes**” means Notes in bearer form;

“**Beneficial Holder**” has the meaning set out in Clause 9.6(b)(i);

“**Business Day**” means a day (i) on which commercial banks in the financial center for the country of a Specified Currency are open to settle foreign exchange market payments in such Specified Currency, (ii) in relation to payments due (other than in Euros) upon presentation and/or surrender of any Notes in a Tranche, on which commercial banks are open and foreign exchange markets settle payments in the Specified Currency in the place of presentation and/or surrender of such Notes, (iii) in relation to payments in Euros due upon presentation and/or surrender of any Note in a Tranche, on which the Trans-European Automated Real-Time Cross Settlement Express Transfer payment system that was launched on November 19, 2007, or any successor system (“**TARGET2**”), is open and (iv) in relation to any global notes, on which Euroclear and Clearstream, Luxembourg and, if applicable, DTC are in operation.

“**Calculation Agent**” means, in relation to any Tranche of a particular Series of Notes, the person appointed as such from time-to-time pursuant to the provisions of this Agreement or such other calculation agent in relation thereto as may (upon prior notice to the Fiscal Agent) from time-to-time be appointed as such by the Republic and notice of whose appointment has been given to the Holders pursuant to Clause 29.1 in accordance with Condition 14;

“**Clearing System**” means each of Euroclear and Clearstream, Luxembourg and, if applicable, DTC and shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Republic and the Fiscal Agent;

“**Clearing System Note**” has the meaning set out in Clause 9.6(a);

“**Clearstream, Luxembourg**” means Clearstream Banking, *société anonyme*;

“**Conditions**” means, in relation to any Tranche of a particular Series of Notes, the terms and conditions attached to, or endorsed on, or incorporated by reference into, the Notes constituting such Tranche, such terms and conditions being in the form or substantially in the form set out in Schedule A or in such other form, having regard to the terms of issue of the Notes of the relevant Tranche, as may be agreed between the Republic and the relevant Dealer(s), as modified and supplemented by the Final Terms applicable to the Notes of the relevant Tranche, in each case as from time-to-time further amended, restated, modified or supplemented in accordance with the provisions of this Agreement;

“**Coupon**” means an interest coupon appertaining to a Definitive Bearer Note, such coupon being:

- (a) if appertaining to a Fixed Rate Note, in the form or substantially in the form set out in Section A of Part V of Schedule B or in such other form, having regard to the terms of issue of the Notes of the relevant Series, as may be agreed among the Republic, the Fiscal Agent and the relevant Dealer(s); or
- (b) if appertaining to a Floating Rate Note, in the form or substantially in the form set out in Section B of Part V of Schedule B or in such other form, having regard to the terms of issue of the Notes of the relevant Series, as may be agreed among the Republic, the Fiscal Agent and the relevant Dealer(s); or
- (c) if appertaining to a Definitive Bearer Note which is not a Fixed Rate Note or a Floating Rate Note, in such form as may be agreed among the Republic, the Fiscal Agent and the relevant Dealer(s),

and includes, where applicable, the Talon(s) appertaining thereto and any replacements for Coupons and Talons issued pursuant to Condition 11;

“**Dealer Accession Letter**” has the meaning ascribed thereto in the Program Agreement;

“**Dealers**” means BNP Paribas, Citigroup Global Markets Limited, Commerzbank Aktiengesellschaft, Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, J.P. Morgan Securities Ltd., Merrill Lynch International, Morgan Stanley & Co. International plc, Nomura International plc, The Royal Bank of Scotland plc and any other entity which the Republic may appoint as a Dealer pursuant to a Dealer Accession Letter or a Syndication Agreement or a Purchase Agreement and notice of whose appointment has been given to the Fiscal Agent by the Republic in accordance with the provisions of the Program Agreement, but excluding any entity whose appointment has been terminated in accordance with the terms of the Program Agreement and notice of whose termination has been given to the Fiscal Agent by the Republic in accordance with the provisions of the Program Agreement and references to “**a relevant Dealer**” or “**relevant Dealers**” mean, in relation to any particular Tranche or Series of Notes, the Dealer or Dealers with whom the Republic has agreed the issue of the Notes of such Tranche or Series and “**Dealer**” means any one of them;

“**Defaulted Bearer Note**” has the meaning set out in Clause 5.5(a).

“**Defaulted Registered Note**” has the meaning set out in Clause 5.5(b).

“**Definitive Bearer Notes**” means Bearer Notes in definitive form issued or, as the case may require, to be issued by the Republic in accordance with the provisions of the Program Agreement, or any other agreement between the Republic and the relevant Dealer(s), and this Agreement, in exchange for a Temporary Global Note, or part thereof, or a Permanent Global Note (all as indicated in the applicable Final Terms), such Bearer Notes in definitive form, being in the form or substantially in the form set out in Part III of Schedule B, with such

modifications (if any) as may be agreed between the Republic and the relevant Dealer(s) and having the Conditions either attached thereto or endorsed thereon or, if permitted by the relevant Stock Exchange, incorporating the Conditions by reference (where applicable to this Agreement) as indicated in the applicable Final Terms and having the applicable Final Terms (or the relevant provisions thereof) either endorsed thereon or attached thereto and having Receipts, Coupons and, where appropriate, Talons attached thereto on issue;

“**Definitive Notes**” means Definitive Bearer Notes and/or, as the context may require, Definitive Registered Notes;

“**Definitive Registered Notes**” means Registered Notes in definitive form issued or, as the case may require, to be issued by the Republic in accordance with the provisions of the Program Agreement, or any other agreement between the Republic and the relevant Dealer(s), and this Agreement, either on issue or in exchange for a Registered Global Note or part thereof (all as indicated in the applicable Final Terms), such Registered Notes in definitive form being in the form or substantially in the form set out in Part IX of Schedule B with such modifications (if any) as may be agreed between the Republic and the relevant Dealer(s) and having the Conditions either attached thereto or endorsed thereon or, if permitted by the relevant Stock Exchange, incorporating the Conditions by reference (where applicable to this Agreement) as indicated in the applicable Final Terms and having the applicable Final Terms (or the relevant provisions thereof) either endorsed thereon or attached thereto and having a Form of Transfer endorsed thereon;

“**DTC**” means The Depository Trust Company;

“**Euro**” and “**€**” denote the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended by the Treaty on European Union;

“**Euroclear**” means Euroclear Bank S.A./N.V.;

“**Event of Default**” has the meaning set out in Clause 6.1(a);

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended;

“**Exchange Agent**” means, in relation to all or any Series of the Notes, the person appointed as such from time-to-time pursuant to the provisions of this Agreement or such other exchange agent in relation thereto as may (upon prior notice to the Fiscal Agent) from time-to-time be appointed as such by the Republic, and notice of whose appointment pursuant to Clause 29.1 has been given to the Holders in accordance with Condition 14;

“**Extraordinary Resolution**” has the meaning set out in paragraph 1(c) of Schedule I;

“**Final Terms**” has the meaning ascribed thereto in the Program Agreement;

“**Fiscal Agent**” has the meaning set out in Preamble (2);

“**Fixed Rate Note**” means a Note on which interest is calculated at a fixed rate, payable on a fixed date or dates, as may be agreed between the Republic and the relevant Dealer(s) and on redemption (as indicated in the applicable Final Terms);

“**Floating Rate Note**” means a Note on which interest is calculated at a floating rate, payable on an Interest Payment Date or Interest Payment Dates, as may be agreed between the Republic and the relevant Dealer(s) and on redemption (as indicated in the applicable Final Terms);

“**Form of Transfer**” means the form of transfer endorsed on a Definitive Registered Note in the form or substantially in the form set out in Part IX of Schedule B;

“**Global Note**” means a Temporary Global Note and/or a Permanent Global Note and/or a Regulation S Global Note and/or a Restricted Global Note, as the context may require;

“**Holders**” means, in relation to any Notes, Receipts, Coupons or Talons, the several persons who are for the time being holders of outstanding Notes, Receipts, Coupons or Talons (being, in the case of Bearer Notes, Receipts, Coupons or Talons, the bearers thereof and, in the case of Registered Notes, the several persons whose names are entered in the register of holders of the Registered Notes as the holders thereof) save that, in respect of the Notes of any Series, for so long as such Notes or any part thereof are represented by a Global Note deposited with a common depository for Euroclear and Clearstream, Luxembourg and, if applicable, a custodian for DTC, each person who is for the time being shown in the records of a Clearing System (except for any Clearing System in its capacity as an account holder of another Clearing System) as the holder of a particular principal amount of the Notes of such Series shall be deemed to be the holder of such principal amount of such Notes (and the holder of the relevant Global Note shall be deemed not to be the holder) for all purposes of this Agreement other than with respect to the payment of principal or interest on such Notes, the right to which shall be vested, as against the Republic and the Fiscal Agent, solely in such common depository, sub-custodian or, as the case may be, DTC or its nominee and for which purpose such common depository, sub-custodian or, as the case may be, DTC or its nominee shall be deemed to be the holder of such principal amount of such Notes in accordance with and subject to its terms and the provisions of this Agreement and the expression “**Holder**” and related expressions shall be construed accordingly;

“**Interest Commencement Date**” means, in the case of interest-bearing Notes, the date specified in the applicable Final Terms from which such Notes bear interest, which may or may not be the Issue Date;

“**Interest Payment Date**” means, any date on which interest on the Notes is due and payable in accordance with the Conditions and the applicable Final Terms;

“**Issue Date**” means, in respect of any Note, the date of the issue and purchase of such Note pursuant to Section 2 of the Program Agreement or any other agreement between the Republic and the relevant Dealer(s) being, in the case of any Definitive Note represented initially by a Temporary Global Note or a Registered Global Note, the same date as the date of issue of the Temporary Global Note or the Registered Global Note which initially represented such Note;

“**Issue Price**” means the price, generally expressed as a percentage of the principal amount of the Notes, at which the Notes will be issued;

“**Lead Manager**” means, in relation to a Tranche, if applicable, the person defined as the Lead Manager in the applicable Syndication Agreement or, as the case may be, Purchase Agreement, or when only one Dealer signs such Syndication Agreement or, as the case may be, Purchase Agreement, such Dealer;

“**Liability**” means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis;

“**Maturity Date**” means, in respect of any Note, the date on which it is expressed to be redeemable;

“**Maximum Amount**” has the meaning set out in Recital (A);

“**Note**” means a note issued or to be issued by the Republic, whether in bearer or registered form and whether in global or definitive form, including any Receipts, Coupons or Talons relating thereto;

“**outstanding**” means, in relation to the Notes of all or any Series, all the Notes of such Series issued other than:

- (a) those Notes which have been redeemed in full in accordance with the Conditions;
- (b) those Notes in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption monies (and all interest, if any, payable or accrued thereon) have been duly paid to the Fiscal Agent in the manner provided in this Agreement (and, where appropriate, notice to that effect has been given to the relative Holders in accordance with Condition 14) and remain available for payment against presentation of the relevant Notes and/or Receipts and/or Coupons;
- (c) those Notes which have been purchased and cancelled in accordance with Condition 7;
- (d) those Notes which have become void under Condition 9;
- (e) those mutilated or defaced Notes which have been surrendered and cancelled and in respect of which replacements have been issued pursuant to Condition 11;
- (f) (for the purpose only of ascertaining the principal amount of the Notes outstanding and without prejudice to the status for any other purpose of the relevant Notes) those Bearer Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 11; and
- (g) any Note to the extent that it shall have been exchanged for a Note in a different form either pursuant to its provisions or the provisions of this Agreement;

provided that for the purposes of the right to attend and vote at any meeting of the Holders of the Notes of any Series, those Notes, if any, which are for the time being held by or for the Republic (which, for the purposes of this definition, includes the government of the Republic, any department, ministry or agency of the government of the Republic and any corporation, trust, financial institution or other entity owned or controlled by the government of the Republic) shall (unless and until ceasing to be so held) be deemed not to be outstanding.

“**Paying Agents**” means, in relation to all or any Series of the Notes, the several institutions (including, where the context permits, the Fiscal Agent) at their respective specified offices initially appointed as paying agents in relation to such Notes by the Republic pursuant to this Agreement or such other or further paying agents at their respective specified offices for all or any Series of the Notes as may from time-to-time be appointed in respect thereof upon prior notice to the Fiscal Agent and notice of whose appointment pursuant to Clause 29.1 is given to the Holders in accordance with Condition 14;

“**Permanent Global Note**” means a permanent global note in the form or substantially in the form set out in Part II of Schedule B, together with a copy of the applicable Final Terms annexed thereto, comprising some or all of the Bearer Notes of the same Tranche, issued by the Republic, pursuant to the Program Agreement or any other agreement between the Republic and the relevant Dealer(s), in exchange for the whole or part of the Temporary Global Note issued in respect of such Bearer Notes;

“**Procedures Memorandum**” means the Operating and Administrative Procedures Memorandum attached as Schedule J, as amended or varied from time-to-time (in respect of any Tranche) by agreement between the Republic and the relevant Dealer or the Lead Manager with the approval in writing of the Fiscal Agent and, if applicable, the Registrar;

“**Proceeding**” has the meaning set out in Clause 33.2(a);

“**Program**” has the meaning set out in Recital (A);

“**Program Agreement**” has the meaning set out in Recital (B);

“**Purchase Agreement**” has the meaning ascribed thereto in the Program Agreement;

“**QIB**” means a qualified institutional buyer, as defined in Rule 144A;

“**Receipt**” means a receipt attached on issue to a Definitive Bearer Note redeemable for the payment of an installment of principal, such receipt being in the form or substantially in the form set out in Part IV of Schedule B or in such other form as may be agreed among the Republic, the Fiscal Agent and the relevant Dealer(s), and includes any replacements for Receipts issued pursuant to Condition 11;

“**Redemption Notice**” has the meaning set out in Clause 12.4;

“**Registered Global Note**” means a Regulation S Global Note or a Restricted Global Note, as the context may require;

“**Registered Notes**” means Notes in registered form represented by interests in one or more Regulation S Global Notes or Restricted Global Notes or Definitive Registered Notes;

“**Registrar**” has the meaning set out in Preamble (2);

“**Regulation S**” means Regulation S under the Securities Act;

“**Regulation S Global Note**” means a registered global note in the form or substantially in the form set out in Part VIII of Schedule B together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Registered Notes of the same Series sold outside the United States in reliance on Regulation S, issued by the Republic pursuant to the Program Agreement, and/or any other agreement between the Republic and the relevant Dealer(s), and this Agreement;

“**Regulations**” has the meaning set out in Clause 25.2;

“**Relevant Date**” has the meaning set out in Condition 8;

“**Republic**” has the meaning set out in Preamble (1);

“**Resolution**” means a resolution duly adopted by the Minister of Finance of the Republic and/or such other person vested with the authority to act at the relevant time on behalf of the Republic in respect of the relevant matter, a copy of which, certified by the President of the

Legislation and Counsel Board at the Ministry of Justice of the Republic to be in full force and effect on the date of such certification, shall have been delivered to the Fiscal Agent;

“**Restricted Global Note**” means a registered global note in the form or substantially in the form set out in Part VIII of Schedule B together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Registered Notes of the same Series sold to QIBs in reliance on Rule 144A, issued by the Republic pursuant to the Program Agreement, and/or any other agreement between the Republic and the relevant Dealer(s), and this Agreement;

“**Restricted Notes**” means Registered Notes represented by a Restricted Global Note and Definitive Registered Notes issued in exchange for the Restricted Global Note;

“**Rule 144**” means Rule 144 under the Securities Act;

“**Rule 144A**” means Rule 144A under the Securities Act;

“**Securities Act**” means the U.S. Securities Act of 1933, as amended;

“**Series**” means a Tranche, together with any further Tranche or Tranches, which are (i) expressed to be consolidated and form a single series and (ii) identical in all respects (including as to listing), except that a Series of Notes may comprise one or more Tranches and the Issue Price, Issue Date, Interest Commencement Date (if any) and/or the amount of the first payment of interest (if any) may be different in respect of different Tranches and the expressions “**Notes of the relevant Series**” and “**Holders of Notes of the relevant Series**” and related expressions shall be construed accordingly;

“**specified office**” means, in relation to the Fiscal Agent, any Paying Agent, any Transfer Agent or the Registrar, either the office identified with its name at the end of the Conditions or any other office approved by the Fiscal Agent and notified to the Holders pursuant to Clause 29.1 in accordance with Condition 14;

“**Stock Exchange(s)**” means the Luxembourg Stock Exchange, the Beirut Stock Exchange or any other or further listing authority, stock exchange, market and/or quotation system on which any Notes may from time-to-time be admitted to listing, trading and/or quotation, and references in this Agreement to the “**relevant Stock Exchange(s)**” shall, in relation to any Notes, be references to the Stock Exchange(s) on which such Notes are from time-to-time, or are intended to be, admitted to listing, trading and/or quotation;

“**Syndication Agreement**” has the meaning ascribed thereto in the Program Agreement;

“**Talons**” means the talons (if any) appertaining to, and exchangeable in accordance with the provisions therein contained for further Coupons appertaining to, the Definitive Bearer Notes, such talons being in the form or substantially in the form set out in Part VI of Schedule B or in such other form as may be agreed between the Republic, the Fiscal Agent and the relevant Dealer(s) and includes any replacements for Talons issued pursuant to Condition 11;

“**Taxes**” has the meaning set out in Clause 7.6;

“**Temporary Global Note**” means a temporary global note in the form or substantially in the form set out in Part I of Schedule B together with the copy of the applicable Final Terms annexed thereto, comprising some or all of the Bearer Notes of the same Series, issued by the Republic pursuant to the Program Agreement and/or any other agreement between the Republic and the relevant Dealer(s), and this Agreement;

“**Tranche**” means an issue of Notes (whether in global or definitive form or both) which are identical in all respects (including as to listing);

“**Transfer Agents**” means, in relation to all or any Series of the Registered Notes, the several institutions at their respective specified offices initially appointed as transfer agents in relation to such Registered Notes by the Republic pursuant to this Agreement or such other or additional transfer agents at their respective specified offices for all or any Series of the Registered Notes as may from time-to-time be appointed in respect thereof upon prior notice to the Fiscal Agent and notice of whose appointment pursuant to Clause 29.1 is given to the relevant Holders in accordance with Condition 14;

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**Unrestricted Notes**” means those of the Registered Notes which are not Restricted Notes; and

“**U.S.\$**” and “**U.S. Dollars**” means the lawful currency of the United States.

1.2. Incorporation by Reference

Words and expressions defined in this Agreement or used in a relevant Final Terms shall have the same meanings where used in the other unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between this Agreement and the applicable Final Terms, the relevant Final Terms shall prevail.

1.3. Principal and Interest

Any reference in this Agreement to principal and/or nominal amount and/or interest in respect of the Notes shall, unless the context otherwise requires, be construed in accordance with Condition 6(d).

1.4. Value Added Tax

Any reference in this Agreement to costs, charges or expenses shall, unless otherwise provided or the context otherwise requires, include any value added tax or similar tax charged or chargeable in respect thereof.

1.5. Statutes

All references in this Agreement to the provisions of any statute shall be deemed to be references to that statute as from time-to-time modified, extended, amended and restated or re-enacted.

1.6. Remedies

All references in this Agreement to any action, remedy or method of proceeding for the enforcement of the rights of creditors shall be deemed to include, in respect of any jurisdiction other than New York, references to such action, remedy or method of proceeding for the enforcement of the rights of creditors available or appropriate in such jurisdiction as shall most nearly approximate to such action, remedy or method of proceeding described or referred to in this Agreement.

1.7. Schedules, Clauses etc.

All references in this Agreement to Schedules, Clauses, sub-clauses, paragraphs and sub-paragraphs shall be construed as references to the Schedules to this Agreement and to the Clauses, sub-clauses, paragraphs and sub-paragraphs of this Agreement respectively.

1.8. Headings

In this Agreement, tables of contents and Clause headings are included for convenience and ease of reference only and shall not affect the meaning of this Agreement.

1.9. Currency

All references in this Agreement to the “**relevant currency**” shall be construed as references to the currency (including Euros) in which payments in respect of the Notes and/or Receipts and/or Coupons of the relevant Series are to be made as indicated in the applicable Final Terms.

1.10. Singular, Plural, Gender

Words denoting the singular number only shall include the plural number also and vice versa; words denoting the masculine gender only shall include the feminine gender and the neuter also; and words denoting persons only shall include firms and corporations and vice versa.

1.11. This Agreement

All references in this Agreement to the term “this Agreement” shall be construed to include this Third Amended and Restated Fiscal Agency Agreement, the schedules and any fiscal agency agreement supplemental hereto and the schedules (if any) thereto, the Notes, Receipts, Coupons, Talons, Conditions and, unless the context otherwise requires, the Final Terms, all as from time-to-time further amended, restated, modified or supplemented in accordance with the provisions herein or therein contained.

2. APPOINTMENT

The Republic hereby appoints the Agents in respect of the Notes in accordance with the Conditions at their respective specified offices, and each of the Agents hereby agrees to act in such capacity or capacities as an agent of the Republic. Except in Clause 29, references to the Agents are to them acting solely through such specified offices. Each Agent shall perform the duties required of it by the Conditions and this Agreement. The obligations of the Agents hereunder shall be several and not joint.

3. AMOUNT AND ISSUE OF THE NOTES

3.1. Amount of the Notes

The Notes will be issued in Series in an aggregate principal amount from time-to-time outstanding not exceeding the Maximum Amount and for the purpose of determining such aggregate principal amount, Clause 3.6 of the Program Agreement shall apply.

3.2. Currency of payments

All payments in respect of, under and in connection with this Agreement and the Notes of any Series to the Holders of the relevant Notes, Receipts and Coupons shall be made in the relevant currency.

3.3. Separate Series

The Notes of each Series shall form a separate Series of Notes and, accordingly, the provisions of this Agreement shall apply *mutatis mutandis* separately and independently to the Notes of each Series and the expressions “Notes”, “Holders”, “Receipts”, “Coupons” and “Talons” shall be construed as referring to those of the particular Series in question and not of all Series unless expressly so provided. Unless expressly so provided, events affecting one Series shall not affect any other.

4. FORMS OF THE NOTES

4.1. Bearer Global Notes

- (a) The Bearer Notes of each Tranche will initially be represented by a single Temporary Global Note or, if so specified in the applicable Final Terms, a Permanent Global Note. Each Temporary Global Note shall be exchangeable for either Definitive Bearer Notes together with, where applicable, Receipts and Coupons and, where applicable, Talons attached, or a Permanent Global Note in each case in accordance with the provisions of such Temporary Global Note. Each Permanent Global Note shall be exchangeable for Definitive Bearer Notes together with, where applicable, Receipts and Coupons and, where applicable, Talons attached, in accordance with the provisions of such Permanent Global Note. All Bearer Global Notes shall be prepared, completed and delivered to a common depository for Euroclear and Clearstream, Luxembourg or to another appropriate depository.
- (b) Each Temporary Global Note shall be printed or typed in the form, or substantially in the form, set out in Part I of Schedule B and shall have annexed thereto a copy of the applicable Final Terms. Each Temporary Global Note shall be signed manually by an Authorized Officer of the Republic on behalf of the Republic and shall be authenticated by or on behalf of the Fiscal Agent. Each Temporary Global Note so executed and authenticated shall be a binding and valid obligation of the Republic.
- (c) Each Permanent Global Note shall be printed or typed in the form or substantially in the form set out in Part II of Schedule B and shall have annexed thereto a copy of the applicable Final Terms. Each Permanent Global Note shall be signed manually by an Authorized Officer of the Republic on behalf of the Republic and shall be authenticated by or on behalf of the Fiscal Agent. Each Permanent Global Note so executed and authenticated shall be a binding and valid obligation of the Republic.

4.2. Registered Global Notes

- (a) The Registered Notes of each Tranche will be represented by a Regulation S Global Note and/or a Restricted Global Note. Unless otherwise set forth in the applicable Final Terms, (i) Registered Notes of a Series that are initially offered and sold in the United States in reliance on Rule 144A shall initially be represented by a Restricted Global Note and (ii) Registered Notes of a Series that are initially offered and sold in offshore transactions in reliance on Regulation S shall initially be represented by a Regulation S Global Note. The Registered Global Notes shall be deposited with a common depository for Euroclear and Clearstream, Luxembourg or, if applicable, a custodian for DTC. Beneficial interests in the Registered Global Notes will be shown on, and exchanges and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg and, if applicable, DTC and their respective direct or indirect participants.

- (b) Registered Notes represented by a Registered Global Note shall be exchangeable and transferable only in accordance with, and subject to, the provisions thereof and of this Agreement and the rules and operating procedures for the time being of Euroclear and Clearstream, Luxembourg, and, if applicable, DTC, including the requirement that all Definitive Registered Notes issued in exchange for the Restricted Global Note shall bear a legend in the same form *mutatis mutandis* as that set out on the Restricted Global Note.
- (c) Each Registered Global Note shall be printed or typed in the form or substantially in the form set out in Part VIII of Schedule B and shall have annexed thereto a copy of the applicable Final Terms. Each Registered Global Note shall be signed manually by an Authorized Officer of the Republic on behalf of the Republic and shall be authenticated by or on behalf of the Registrar. Each Registered Global Note so executed and authenticated shall be a binding and valid obligation of the Republic.

4.3. Definitive Bearer Notes and Definitive Registered Notes

- (a) The Definitive Bearer Notes, Receipts, Coupons and Talons of each Tranche will be substantially in the respective forms set out in Parts III, IV, V and VI, respectively, of Schedule B. The Definitive Bearer Notes, Receipts, Coupons and Talons shall be serially numbered and, if listed or quoted, shall be security printed in accordance with the requirements (if any) from time-to-time of the relevant Stock Exchange, and the Conditions shall be incorporated by reference (where applicable to this Agreement) into such Definitive Bearer Notes, if permitted by the relevant Stock Exchange (if any), or, if not so permitted, the Definitive Bearer Notes shall be endorsed with or have attached thereto the Conditions. In either such case, the Definitive Bearer Notes shall have endorsed thereon or attached thereto a copy of the applicable Final Terms (or the relevant provisions thereof). Title to the Definitive Bearer Notes, Receipts, Coupons and Talons shall pass by delivery.
- (b) The Definitive Registered Notes shall be in registered form and shall be issued substantially in the form set out in Part IX of Schedule B, shall be serially numbered, shall be endorsed with a legend in the same form *mutatis mutandis* as that set out on the Restricted Global Note (in the case of those issued in exchange for the Restricted Global Note) and, if listed or quoted, shall be security printed in accordance with the requirements (if any) from time-to-time of the relevant Stock Exchange. The Conditions shall be incorporated by reference (where applicable to this Agreement) into such Definitive Registered Notes, if permitted by the relevant Stock Exchange (if any), or, if not so permitted, the Definitive Registered Notes shall be endorsed with or have attached thereto the Conditions. In either such case, the Definitive Registered Notes shall have endorsed thereon or attached thereto a copy of the applicable Final Terms (or the relevant provisions thereof). Title to the Definitive Registered Notes shall pass upon the registration of transfers in the register kept by the Registrar in respect thereof in accordance with the provisions of this Agreement.
- (c) The Definitive Notes shall be signed manually by an Authorized Officer of the Republic on behalf of the Republic and shall be authenticated by or on behalf of the Fiscal Agent (in the case of the Definitive Bearer Notes) or the Registrar (in the case of Definitive Registered Notes). The Definitive Notes so executed and authenticated shall be binding and valid obligations of the Republic. The Receipts, Coupons and the Talons shall not be signed, but shall be binding and valid if attached to the Definitive Bearer Note to which they relate.

4.4. Persons to be treated as Holders

Except as ordered by a court of competent jurisdiction or as required by law, the Republic and the Agents (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) may (i) for the purpose of making payment thereon or on account thereof deem and treat the bearer of any Bearer Global Note, Definitive Bearer Note, Receipt, Coupon or Talon and the registered holder of any Registered Global Note or Definitive Registered Note as the absolute owner thereof and of all rights thereunder free from all encumbrances, and shall not be required to obtain proof of such ownership or as to the identity of the bearer of any Bearer Global Note, Definitive Bearer Note, Receipt, Coupon or Talon or of the registered holder of any Registered Global Note or Definitive Registered Note, and (ii) for all other purposes deem and treat:

- (a) the bearer of any Definitive Bearer Note, Receipt, Coupon or Talon and the registered holder of any Definitive Registered Note and
- (b) in respect of a Note in global form, each person for the time being shown in the records of any of the Clearing Systems as having a particular principal amount of Notes credited to his securities account,

as the absolute owner thereof free from all encumbrances and shall not be required to obtain proof of such ownership (other than, in the case of any person for the time being so shown in such records, a certificate or letter of confirmation signed on behalf of the relevant Clearing System or any other form of record made by any of them) or as to the identity of the bearer of any Bearer Global Note, Definitive Bearer Note, Receipt, Coupon or Talon or of the registered holder of any Registered Global Note or Definitive Registered Note.

4.5. Certificates of Clearing Systems

For so long as the Notes are evidenced by a Global Note, the Republic, the Registrar and the Fiscal Agent may call for and, except in the case of manifest error, shall be at liberty to accept and place full reliance on as sufficient evidence thereof a certificate or letter of confirmation issued on behalf of any Clearing System or any custodian or common depositary for them or such other person as the Registrar and the Fiscal Agent reasonably considers appropriate, as the case may be, or any form of record made by any of them to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the holder of a particular principal amount of Notes represented by a Global Note.

5. ISSUANCE

5.1. Authorization:

- (i) The Notes delivered to the Fiscal Agent, the Registrar or any other applicable Agent, as the case may be, for authentication on original issuance shall be authorized by the Republic pursuant to a certificate (the "**Authorization**") executed on behalf of the Republic by a person duly authorized by the Council of Ministers of the Republic.
- (ii) The Authorization shall be delivered to the Fiscal Agent, the Registrar and/or any other applicable Agent, as the case may be, and copies thereof shall be held on file and made available for inspection at the principal corporate trust office of the Fiscal Agent, the Registrar and any other applicable Agent, including at the offices of any Paying Agents for the Notes.

5.2. Execution and Authentication

- (a) Each Note shall be executed on behalf of the Republic by a person duly authorized to execute such Note on behalf of the Republic whose signature thereon may be manual or facsimile.
- (b) Any Note bearing the manual or facsimile signature of any person who was at the time a person duly authorized to execute on behalf of the Republic shall bind the Republic, notwithstanding that such person has ceased to hold such office or to be so authorized prior to the authentication and delivery of such Note or did not hold such office or was not so authorized at the date of delivery of such Note.
- (c) Each Note shall be dated the date of its authentication.
- (d) No Note shall be entitled to any benefit under this Agreement or be valid or obligatory for any purpose unless such Note is authenticated in accordance with the provisions contained in this Agreement and the Procedures Memorandum.

5.3. Notification

Not later than the time specified in the Procedures Memorandum, the Republic shall, in respect of each Tranche to be issued under this Agreement, notify the Fiscal Agent and, if applicable, the Registrar as to all such information as the Fiscal Agent and, if applicable, the Registrar may reasonably require for it to carry out its functions as contemplated by this Agreement and the Procedures Memorandum. The Republic shall not agree on any Issue Date unless such Issue Date is a Business Day on which, in the case of a Tranche of Bearer Global Notes, Euroclear and Clearstream, Luxembourg are operating and, in the case of a Tranche of Registered Global Notes, on which Euroclear and Clearstream, Luxembourg and, if applicable, DTC are operating.

5.4. Completion and Delivery of Notes

- (a) In respect of Bearer Notes, upon receipt by the Fiscal Agent of the information from the Republic referred to in Clause 5.2(a) and confirmation from the relevant Dealer, the Fiscal Agent shall, where executed blank Global Note(s) are to be used and such document(s) have been provided to the Fiscal Agent under Clause 5.4(d), complete a Temporary Global Note in an aggregate principal amount equal to that Tranche and shall (if required) complete (on or prior to the Exchange Date, as defined in the relevant Temporary Global Note) a related sequentially numbered Permanent Global Note, authenticate each by manual signature (or arrange for each to be authenticated on its behalf) and cause each to be delivered to the common depositary not later than the time specified in the Procedures Memorandum. In addition, the Fiscal Agent shall comply with all provisions of the Procedures Memorandum expressed to apply to it under such circumstances.
- (b) In respect of Registered Notes, upon receipt by the Registrar of the information from the Republic referred to in Clause 5.2(a) and confirmation from the relevant Dealer, the Registrar (or its agent on its behalf) shall, where executed blank Registered Global Notes are to be used and such documents have been provided to the Registrar under Clause 5.4(d), complete a Regulation S Global Note representing Registered Notes initially sold in an “offshore transaction” within the meaning of Regulation S and/or a Restricted Global Note representing Notes initially resold pursuant to, and in reliance on, Rule 144A, which (in the case of the Restricted Global Note) shall bear, subject as otherwise provided herein, the Restrictive Legend set forth in the form set out in Part VIII of Schedule B. The Registered Global Notes shall be registered in the name

of a nominee of Euroclear and Clearstream, Luxembourg and, if applicable, DTC. The Registrar shall authenticate or cause to be authenticated the sequentially numbered Registered Global Note(s) and cause it or them to be delivered to the common depository for Euroclear and Clearstream, Luxembourg or, if applicable, a custodian for DTC. In addition, the Registrar shall comply with all provisions of the Procedures Memorandum expressed to apply to it under such circumstances.

- (c) Unless executed blank Global Notes or, as the case may be, executed blank Definitive Registered Notes are to be used and the Republic shall have provided such document or documents to the Fiscal Agent or, as the case may be, the Registrar pursuant to Clause 5.4(d), the Republic shall ensure that there is delivered to the Fiscal Agent a Temporary Global Note and, if required, a Permanent Global Note (all in unauthenticated form but executed on behalf of the Republic and otherwise complete) in relation to the relevant Tranche or, where relevant, ensure that there is delivered to the Registrar a Regulation S Global Note, a Restricted Global Note (all sequentially numbered in unauthenticated form and with the names of the registered Holders left blank but executed on behalf of the Republic and otherwise complete) in relation to the relevant Tranche and shall authenticate or cause to be authenticated the relevant Global Note(s) or, as the case may be, Definitive Registered Notes and cause it or them to be delivered to the common depository or, as the case may be, a custodian for DTC.
- (d) The Republic may, at its option and in its sole discretion, deliver from time-to-time to, or to the order of, the Fiscal Agent a stock of executed blank Temporary Global Notes and executed blank Permanent Global Notes (all in unauthenticated form but executed on behalf of the Republic) and to, or to the order of, the Registrar, a stock of executed blank Registered Global Notes (all in unauthenticated form but executed on behalf of the Republic).

5.5. Defaulted Note

- (a) If, on the relevant Issue Date of a non-syndicated Bearer Note, the relevant purchaser of a Bearer Note does not pay the subscription price due from it in respect of any Bearer Note (the “**Defaulted Bearer Note**”) and, as a result, the Defaulted Bearer Note remains in the Fiscal Agent’s new issues distribution account with Euroclear or Clearstream, Luxembourg, after such Issue Date (rather than being credited to the purchaser’s account against payment), then the Fiscal Agent will continue to hold the Defaulted Bearer Note to the order of the Republic.
- (b) If, on the relevant Issue Date of a non-syndicated Registered Note issue, the relevant purchaser of a Registered Note does not pay the subscription price due from it in respect of any Registered Note (the “**Defaulted Registered Note**”), then the Registrar shall notify the Fiscal Agent and the common depository for Euroclear and Clearstream, Luxembourg and, if applicable, the custodian for DTC and such Defaulted Registered Note shall not be entered in the Register and (if applicable) shall not be credited to the purchaser’s participation account with DTC.

5.6. Exchange of Temporary Global Note

- (a) On or after the Exchange Date (as defined in the Temporary Global Note), the Fiscal Agent shall, on presentation to it, or to its order, of the Temporary Global Note procure the exchange of interests in the Temporary Global Note for interests of an equal principal amount in the related Permanent Global Note or, if contemplated by the Temporary Global Note, Definitive Bearer Notes, all in accordance with the procedures set forth in the Temporary Global Note.

- (b) At least 14 days before the Exchange Date for the exchange of the relevant Temporary Global Note, the Republic will deliver or procure the delivery of Definitive Bearer Notes in an aggregate principal amount equal to the principal amount of such Temporary Global Note to, or to the order of, the Fiscal Agent. Definitive Bearer Notes shall have attached all Receipts, Coupons and Talons (if any) in respect of installments or interest which has not already been paid against presentation of such Temporary Global Note. The Fiscal Agent (or its agent on its behalf) shall authenticate such Definitive Bearer Notes and shall make them available for exchange against such Temporary Global Note in accordance with such Temporary Global Note. On exchange in full of such Temporary Global Note, the Fiscal Agent shall cancel or procure the cancellation of such Temporary Global Note.

5.7. Exchange of Permanent Global Note

- (a) The Fiscal Agent shall, following it becoming aware of the occurrence of any of the events specified in any Permanent Global Note which require the Permanent Global Note to be exchanged for Definitive Bearer Notes, forthwith notify the Republic of such event.
- (b) At least 14 days before the Exchange Date for the exchange of the relevant Permanent Global Note, the Republic will deliver or procure the delivery of Definitive Bearer Notes in an aggregate principal amount equal to the principal amount of such Permanent Global Note to, or to the order of, the Fiscal Agent. Definitive Bearer Notes shall have attached all Receipts, Coupons and Talons (if any) in respect of installments or interest which has not already been paid against presentation of such Permanent Global Note. The Fiscal Agent (or its agent on its behalf) shall authenticate such Definitive Bearer Notes and shall make them available for exchange against such Permanent Global Note in accordance with such Permanent Global Note. On exchange in full of such Permanent Global Note, the Fiscal Agent shall cancel or procure the cancellation of such Permanent Global Note.

5.8. Exchange of Interests in Registered Global Notes for Definitive Registered Notes

- (a) In the event that:
 - (i) Euroclear and/or Clearstream, Luxembourg and/or, if applicable, DTC, as the case may be, or any successor depositary notifies the Republic that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the Registered Global Notes;
 - (ii) if applicable, DTC ceases to be a “clearing agency” registered under the Exchange Act, or either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days, (other than by reason of holiday, statutory or otherwise) or announces its intentions permanently to cease business and the Republic and Fiscal Agent are unable to appoint a qualified successor;
 - (iii) an Event of Default has occurred and is continuing and the Republic has not cured or otherwise made good to the satisfaction of the Fiscal Agent such Event of Default; or
 - (iv) unless otherwise provided in the applicable Final Terms, a written request for one or more Definitive Registered Notes is made by a Holder of a beneficial interest in a Registered Global Note; provided that, in the case of this sub-Clause (iv) such written notice or request, as the case may be, is submitted to

the Registrar by the beneficial owner not less than 30 days (or such other period as may be indicated in the applicable Final Terms) prior to the requested date of such exchange;

the Republic will cause sufficient sequentially numbered Definitive Registered Notes to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Holder(s) of the Registered Notes in accordance with the Conditions and this Clause and Part IX of Schedule B.

- (b) The Holder(s) of the relevant Registered Global Note(s) will provide the Registrar with:
 - (i) written instructions and such other information as the Republic and the Registrar may require to complete, execute and deliver such Definitive Registered Notes; and
 - (ii) in the case of a Restricted Global Note only, a fully completed, signed certification substantially to the effect that the exchanging Holder is not transferring its interest at the time of such exchange or, in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A.
- (c) Upon receipt of the documents referred to in Clause 5.8(b), the Registrar shall arrange for the execution and delivery at the relevant Transfer Agent's office to, or to the order of, the person or persons named in such order, Definitive Registered Note(s) registered in the name or names requested by such person or persons and shall alter the entries and adjust the principal amount in the Register in respect of the relevant Registered Global Note(s) accordingly.
- (d) Definitive Registered Notes issued in exchange for an interest in a Restricted Global Note shall bear the legend set forth in the form set out in Part IX of Schedule B.

5.9. Exchange of Interests in a Restricted Global Note for Interests in Regulation S Global Note

- (a) If Notes of a Series are issued in the form of a Regulation S Global Note and a Restricted Global Note, and if a holder of a beneficial interest in the Restricted Global Note deposited with Euroclear or Clearstream, Luxembourg or, if applicable, DTC or any of their respective depositaries or, if applicable, custodians wishes at any time to exchange its interest in such Restricted Global Note for an interest in the Regulation S Global Note of the same Series, or to transfer its interest in such Restricted Global Note to a person who wishes to take delivery thereof in the form of an interest in the Regulation S Global Note, such Holder may, subject to the rules and procedures of Euroclear and Clearstream, Luxembourg and, if applicable, DTC, as the case may be, and as set forth in Clause 5.9(b), exchange or transfer or cause the exchange or transfer of such interest for an equivalent beneficial interest in such Regulation S Global Note.
- (b) Upon receipt by the Registrar, as Transfer Agent, of:
 - (i) instructions given in accordance with Euroclear's or Clearstream, Luxembourg's or, if applicable, DTC's procedures, as the case may be, from an agent member directing the Registrar to credit or cause to be credited a beneficial interest in such Regulation S Global Note in an amount equal to the

beneficial interest in the Restricted Global Note to be exchanged or transferred,;

- (ii) an order given by the Holder of such beneficial interest in accordance with Euroclear's or Clearstream, Luxembourg's or, if applicable, DTC's procedures, as the case may be, containing information regarding the participant account of Euroclear or Clearstream, Luxembourg or, if applicable, DTC to be credited with such increase and
- (iii) a certificate in the form of Schedule G hereto given by the holder of such beneficial interest;

the Registrar, as Transfer Agent, shall instruct Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, to reduce the Restricted Global Note by the aggregate principal amount of the beneficial interest in the Restricted Global Note to be so exchanged or transferred, and the Registrar, as Transfer Agent, shall instruct Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, concurrently with such reduction, to increase the principal amount of the Regulation S Global Note of the same Series by the aggregate principal amount of the beneficial interest in the Restricted Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the person specified in such instructions a beneficial interest in such Regulation S Global Note equal to the reduction in the principal amount of such Restricted Global Note.

5.10. Exchange of Interests in Regulation S Global Note for Interests in Restricted Global Notes

- (a) If Registered Notes of any Series are issued in the form of a Regulation S Global Note and a Restricted Global Note, and if a holder of a beneficial interest in the Regulation S Global Note deposited with Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, wishes at any time to exchange its interest in such Regulation S Global Note for an interest in the Restricted Global Note of the same Series, or to transfer its interest in such Regulation S Global Note to a person who wishes to take delivery thereof in the form of an interest in such Restricted Global Note, such holder may, subject to the rules and procedures of Euroclear or Clearstream, Luxembourg or DTC, as the case may be, and to the requirements set forth in Clause 5.10(b), exchange or transfer or cause the exchange or transfer of such interest for an equivalent beneficial interest in such Restricted Global Note.
- (b) Upon receipt by the Registrar, as Transfer Agent, of instructions from Euroclear or Clearstream, Luxembourg, or DTC, as the case may be, directing the Registrar, as Transfer Agent, to credit or cause to be credited a beneficial interest in the Restricted Global Note equal to the beneficial interest in the Regulation S Global Note of the same Series to be exchanged or transferred, such instructions to contain information regarding the agent member's account with Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, to be credited with such increase, the Registrar, as Transfer Agent, shall instruct Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, to reduce the principal amount of the Regulation S Global Note by the aggregate principal amount of the beneficial interest in such Regulation S Global Note to be exchanged or transferred, and the Registrar, as Transfer Agent, shall instruct Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, concurrently with such reduction, to increase the principal amount of such Restricted Global Note by the aggregate principal amount of the beneficial interest in such Regulation S Global Note to be so exchanged or transferred, and to credit or cause to be credited to the account of the person specified in such

instructions a beneficial interest in the Restricted Global Note equal to the reduction in the principal amount of such Regulation S Global Note.

5.11. Recording of Transfers and Exchanges Between Restricted Global Notes and Regulation S Global Notes

Transfers and exchanges of interests in the Restricted Global Note and the Regulation S Global Note of the same Series will be recorded only in the book-entry systems of Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, and will not result in the physical write-up or write-down of the principal amount of the Regulation S Global Note or Restricted Global Note, as the case may be.

5.12. Exchanges or Transfers of Definitive Registered Notes

- (a) In the case of any Definitive Registered Notes that is a “**restricted security**” (as defined in Rule 144), the Registrar, as Transfer Agent, shall not register the transfer or exchange of such Note unless such Note is being transferred:
- (i) to the Republic;
 - (ii) pursuant to a registration statement which has been declared effective under the Securities Act;
 - (iii) to a QIB in a transaction that meets the requirements of Rule 144A and an appropriate notation is made on the transfer notice set forth on such Notes or the person to whom the Notes are being transferred, its duly appointed agent or the relevant Dealer delivers to the Registrar a letter substantially in the form of Schedule E;
 - (iv) in an offshore transaction that meets the requirements of Rule 903 or 904 of Regulation S and an appropriate notation is made on the transfer notice set forth on such Notes or the person to whom the Notes are being transferred, its duly appointed agent or the Dealer delivers to the Registrar a letter substantially in the form of Schedule F;
 - (v) pursuant to an exemption from the registration requirements of the Securities Act provided by Rule 144 (if available) and appropriate notation is made on the transfer notice set forth on such Notes and information necessary to determine whether the transfer of such Note is permissible under the Securities Act is delivered to the Registrar; or
 - (vi) pursuant to another available exemption from the registration requirements of the Securities Act;

provided, however, that in the case of a transfer of the Notes pursuant to sub-Clauses (iv) and (v) above, the Republic and the Fiscal Agent may require the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them.

- (b) Neither the Registrar nor any Transfer Agent shall register the transfer of or exchange of a Definitive Registered Note for a period of 15 days preceding the due date for any payment of interest on the Note, or during the period of 15 days preceding payment of principal on the Note or register the transfer of or exchange any Notes previously called for redemption pursuant to Condition 7(c).

- (c) In exchange for any Definitive Registered Notes properly presented for transfer, the Registrar shall promptly authenticate or cause to be authenticated and deliver or cause to be delivered at the office of the Registrar or its duly authorized agent or at the office of any Transfer Agent, as the case may be, to the transferee or send by mail (at the risk of the transferee) to such address as the transferee may request, a sequentially numbered Definitive Registered Note(s) registered in the name of such transferee, for the same aggregate principal amount as was transferred. Subject to the requirements of minimum denominations set forth herein and in any applicable Final Terms, in the case of the transfer of any Definitive Registered Note in part, the Registrar shall also promptly authenticate or cause to be authenticated and deliver or cause to be delivered at the office of the Registrar or its duly authorized agent or at the office of any Transfer Agent, as the case may be, to the transferor or send by mail (at the risk of the transferor) to such address as the transferor may request, a Definitive Registered Note or Notes registered in the name of the transferor, for the aggregate principal amount that was not transferred. Definitive Registered Notes may also be exchanged for other Definitive Registered Notes of the same Series in any authorized denominations and of equal aggregate principal amount of Notes of such Series, subject to the requirements of minimum denomination set forth herein and in any applicable Final Terms. Definitive Registered Notes will not be exchangeable for Bearer Notes.
- (d) Unless otherwise specified in the applicable Final Terms, a person who acquires a Definitive Registered Note in a transaction exempt from registration under the Securities Act in reliance on Rule 144A, Regulation S or another exemption from registration under the Securities Act (if available) may take delivery thereof in the form of an interest in a Restricted Global Note representing Restricted Notes of the same Series. In exchange for any such Definitive Registered Notes properly presented for transfer, the Registrar or its duly authorized agent or any other Transfer Agent, will record such transfer on its records and instruct Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, or its nominee or custodian, as the case may be, concurrently with such transfer, to increase or reflect on its records an increase in the principal amount of the applicable Registered Global Note by the aggregate principal amount of the Definitive Registered Notes to be so transferred, and to credit or cause to be credited to the account of the person specified in the accompanying transfer instructions a beneficial interest in such Registered Global Note equal to the aggregate principal amount of the Definitive Registered Notes so transferred. Except as specified in this paragraph, Definitive Registered Notes will not be exchangeable for interests in a Registered Global Note.

5.13. Restrictive Legend

If Registered Notes are issued upon the transfer, exchange or replacement of other Registered Notes not bearing the applicable restrictive legends required by the respective applicable forms of Note attached to this Agreement (each, a “**Restrictive Legend**”), the Notes so issued shall not bear a Restrictive Legend. If Registered Notes are issued upon the transfer, exchange or replacement of other Registered Notes bearing a Restrictive Legend, or if a request is made to remove a Restrictive Legend of a Registered Note, the Registered Notes so issued shall bear a Restrictive Legend as set forth on the applicable form of Registered Note attached to this Agreement, or the Restrictive Legend shall not be removed, as the case may be, unless:

- (a) in the case of Definitive Registered Notes issued pursuant to Clause 5.12 the provisions of paragraph (d) thereof shall have been satisfied, or
- (b) in any other case there is delivered to the Republic and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may be reasonably required by the Republic (at the Holder’s expense) that neither the Restrictive Legend nor the

restrictions on transfer set forth therein are required to ensure that transfers thereof comply, as the case may be, with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act or that such Notes are not “**restricted securities**” within the meaning of Rule 144 under the Securities Act.

Upon satisfaction of either paragraph (a) or (b), the Registrar, at the direction of the Republic, shall authenticate or cause to be authenticated and deliver or cause to be delivered a Registered Note in appropriate form that does not bear the Restrictive Legend. If the Restrictive Legend is removed from the face of a Registered Note and such Registered Note is transferred to an Institutional Accredited Investor in a private placement transaction exempt from registration under the Securities Act, or pursuant to and reliant on Rule 144A, the Restrictive Legend shall be reinstated, and the Republic shall, upon obtaining actual knowledge that such Registered Note is held by such affiliate, notify the Registrar in writing.

5.14. Details of Notes Delivered

As soon as practicable after delivering any Temporary Global Note, Permanent Global Note, Regulation S Global Note, Restricted Global Note, Definitive Bearer Note, or Definitive Registered Notes, the Fiscal Agent and the Registrar shall supply to the other Agents all relevant details of the Notes delivered.

5.15. Cancellation

If any Note in respect of which information has been supplied under Clause 5.2(a) is not to be issued on a given Issue Date, the Republic shall promptly notify the Fiscal Agent and the Registrar. Upon receipt of such notice, the Fiscal Agent and the Registrar shall not thereafter issue or release the relevant Global Note or, as the case may be, Definitive Registered Notes, but shall cancel and, unless otherwise instructed by the Republic, destroy such Global Note or as the case may be, Definitive Registered Notes.

5.16. Outstanding Amount

The Fiscal Agent and the Registrar shall, upon request by the Republic or the Fiscal Agent in writing, inform the Republic or, as the case may be, the Fiscal Agent by facsimile of the aggregate principal amount of Notes then outstanding at the time of such request.

5.17. Procedures Memorandum

The Fiscal Agent and, if applicable, the Registrar will each perform those procedures specified to be performed by it in the Procedures Memorandum, including making any periodic filings or reporting requirements as a result of issues in a currency requiring such action or any notifications or filings as are required by the rules of any Stock Exchange on which the Notes are to be listed. The Republic shall supply the Fiscal Agent or, as the case may be, the Registrar with such documents as the Fiscal Agent or, as the case may be, Registrar requires in order to perform such procedures.

6. REMEDIES

6.1. Events of Default; Acceleration of Maturity

- (a) “**Events of Default**,” wherever used herein with respect to the Notes of any Series, has the meaning ascribed thereto in the Conditions.
- (b) If an Event of Default occurs and is continuing, the Notes shall be accelerated as provided in the Conditions.

6.2. Agents Act as Agents of the Republic

In acting under this Agreement and in connection with the Notes, each of the Agents is acting solely as agent of the Republic and does not assume any obligation toward or relationship of agency or trust for or with any of the Holders of the Notes.

6.3. Rights and Remedies Cumulative

Except as otherwise provided herein, no right or remedy herein conferred upon or reserved to any party to this Agreement is intended to be exclusive of any other right or remedy (except to the extent any such other right or remedy is expressly waived or provided herein not to be available), and (subject to that exception) every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

6.4. Costs of Proceedings

All parties to this Agreement agree and acknowledge, and each Holder by its acceptance of any Note shall be deemed to have agreed and acknowledged, that any court may (and courts in the Republic shall) require, in any suit for the enforcement of any right or remedy under this Agreement or any of the Notes, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may (and courts in the Republic shall) assess certain costs, including attorneys' fees, against any party litigant in such suit.

6.5. Waiver of Stay or Extension Laws

The Republic covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Agreement; and the Republic (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law.

7. PAYMENT TO THE FISCAL AGENT

7.1. Republic to pay Fiscal Agent

- (a) In order to provide for the payment of principal and interest in respect of the Notes of each Series as the same becomes due and payable, the Republic shall pay to the order of the Fiscal Agent or another Paying Agent an amount in the relevant currency equal to the amount of principal or, as the case may be, interest falling due in respect of such Notes, ensuring that such amount is unconditionally credited, in freely transferable, immediately available, cleared funds, to the account of the relevant Agent, which such Agent has specified by notice to the Republic for the purpose, prior to:
 - (i) where the payment is due in U.S. Dollars (USD), 10.00 a.m. (New York City time) on the date on which such payment is due;
 - (ii) where the payment is due in Sterling (GBP), 14.30 p.m. (London time) on the date on which such payment is due;
 - (iii) where the payment is due in Euros (EUR), 14.30 p.m. (London time) on the date on which such payment is due; or

- (iv) where payment is due in another Specified Currency, by 17.00 p.m. (London time) on the date which is one Business Day prior to the date on which such payment is due.

7.2. Netting of payments

- (a) In the event that the Republic completes a new issue of Notes on any date on which a payment is due from the Republic to the Fiscal Agent or another Paying Agent pursuant to Clause 7.1, the Republic shall be entitled to (but shall not be obligated to) apply all or a portion of the net proceeds from such new issue of Notes for the purpose of making the payment then due (in effect, causing such payment to be made by netting the new issue proceeds against the amount then due); provided that the Republic shall give notice to the Fiscal Agent or the relevant other Paying Agent of its intention to make the relevant payment on the basis of netting no later than the date which is two Business Days prior to the date on which such payment is due.
- (b) In the event that there is any shortfall in the amount of new issue proceeds, which the Republic has chosen to apply on a net basis in respect of its obligation to make a payment to an Agent pursuant to Clause 7.1, the Republic shall ensure that the full amount of such shortfall is paid to the order of the Fiscal Agent or the relevant other Paying Agent in the manner and no later than the time specified in Clause 7.1.
- (c) In the event that there is any surplus in the amount of new issue proceeds, which the Republic has chosen to apply on a net basis in respect of its obligation to make a payment to an Agent pursuant to Clause 7.1, the Fiscal Agent or the relevant Paying Agent shall ensure that the full amount of such surplus is promptly paid to the Republic as the Republic may instruct in writing.

7.3. Onward payments by the Fiscal Agent in respect of amounts due on Notes

- (a) Immediately upon its receipt of funds pursuant to Clause 7.1 and, if applicable, Clause 7.2, the Fiscal Agent or such other Paying Agent as has received such funds will make onward payment to the Clearing Systems of the full amount received for further credit to the holders of relevant Notes in respect of principal or, as the case may be, interest then falling due on such Notes.
- (b) In the event that the Republic has delivered notice to the Fiscal Agent that it has chosen to apply new issue proceeds on a net basis in respect of its obligation to make a payment to an Agent pursuant to Clause 7.2, the Fiscal Agent shall locate and confirm the receipt of such new issue proceeds, as well as any shortfall or surplus amount, and effect the relevant netting.

7.4. Exclusion of liens and interests

- (a) The Fiscal Agent shall be entitled to deal with each amount paid to it hereunder in the same manner as other amounts paid to it as a banker by its customers provided, however, that:
 - (i) it shall not be liable to any person for interest thereon;
 - (ii) it shall not exercise against the Republic any lien, right of set-off or similar claim in respect thereof;

- (iii) it shall only apply all such amounts to make the payments under the Notes or to another Paying Agent, as applicable, in respect of which the payments were made to it; and
- (iv) pending such applications, it shall hold all such amounts in trust for the benefit of the Holders of the Notes, but without need to segregate such amounts from other funds held by such Agent except as required by law.

7.5. Application by the Fiscal Agent

The Fiscal Agent shall apply each amount properly paid to it hereunder in accordance with Clauses 7.1 and 7.2 and shall not be obliged to repay any such amount, except to the extent of any surplus of new issue proceeds as contemplated by Clause 7.1 or unless the claim for the relevant payment becomes void under Condition 9, in which event it shall refund the relevant payment to the Republic in the manner specified in Clause 7.1.

7.6. Withholding or Deduction for Lebanese taxes

All payments of principal and interest in respect of the Notes made by the Republic under this Agreement shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Republic or any political subdivision or authority thereof or therein having power to tax (“**Taxes**”), unless such withholding or deduction is required by law. In such event, the Republic shall pay such Additional Amounts as shall be required pursuant to Condition 8. All references in this Agreement to payments of principal or interest due from the Republic shall be deemed to include a reference to any Additional Amounts payable in respect of such Taxes for, or on account of, such principal or interest.

8. PAYMENTS TO HOLDERS OF BEARER NOTES

8.1. Payments by Paying Agents

- (a) Each Paying Agent acting through its specified office outside the United States shall make payments of principal and interest in respect of Bearer Notes in accordance with the conditions applicable thereto (and, in the case of a Global Note the terms thereof); provided, however, that:
 - (i) if any Temporary Global Note, Permanent Global Note, Definitive Bearer Note, Receipt or Coupon is presented or surrendered for payment to any Paying Agent and such Paying Agent has delivered a replacement therefor or has been notified that the same has been replaced, such Paying Agent shall forthwith notify the Republic of such presentation or surrender and shall not make payment against the same until it is so instructed by the Republic and has received the amount to be so paid;
 - (ii) a Paying Agent shall not be obliged (but shall be entitled) to make payments of principal or interest in respect of the Notes, if it is not able to establish that the Fiscal Agent has received (whether or not at the due time) the full amount of any payment due to it under Clause 7.1, after giving effect to Clause 7.2,
 - (iii) the relevant Paying Agent shall cancel or procure the cancellation of each Temporary Global Note, Permanent Global Note, Definitive Bearer Note (together, in the case of early redemption, with such unmatured Receipts or Coupons or unexchanged Talons as are attached to such Definitive Bearer Note at the time of such redemption), Receipt, Coupon or Talon, against

surrender of which it has made full payment and shall (if such Paying Agent is not the Fiscal Agent) deliver or procure the delivery of each Temporary Global Note, Permanent Global Note, Definitive Bearer Note (together with, as aforesaid, such unmatured Receipts or Coupons or unexchanged Talons as are attached to or surrendered with the relevant Notes), Receipt, Coupon or Talon so cancelled by it to, or to the order of, the Fiscal Agent; or

- (iv) in the case of payment of interest, principal or, as the case may be, any other amount against presentation of a Temporary Global Note, the relevant Paying Agent shall note or procure that there is noted on the schedule thereto (or, in the absence of a schedule, on the face thereof) the amount of such payment and, in the case of payment of principal, the remaining principal amount of the relevant Note (which shall be the previous principal amount less the principal which has then been paid) and shall procure the signature of such notation on its behalf.

8.2. Exclusion of Liens and Commissions

No Paying Agent shall exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 8.1 in respect thereof, nor shall any commission or expenses be charged by it to any such person in respect thereof.

8.3. Reimbursement by the Fiscal Agent

- (a) If a Paying Agent makes any payment in accordance with Clause 8.1:
 - (i) it shall notify the Fiscal Agent of the amount so paid by it, the serial number of the relevant Temporary Global Note, Permanent Global Note or Definitive Bearer Note against presentation or surrender of which payment of principal or interest was made and the number of Coupons by maturity against which payment of interest was made and
 - (ii) subject to, and to the extent of, compliance by the Republic with Clause 7.1, after giving effect to Clause 7.2 (whether or not at the time due), the Fiscal Agent shall pay to such Paying Agent out of the funds received by the Fiscal Agent under Clause 7.1 or Clause 7.2, by credit transfer and in immediately available, freely transferable, cleared funds to such account with such bank as such Paying Agent has by notice to the Fiscal Agent specified for the purpose, an amount equal to the amount so paid by such Paying Agent.

8.4. Reimbursement by the Republic

- (a) If any Paying Agent (including, for the avoidance of doubt, the Fiscal Agent) makes a payment in respect of the Notes at a time at which the Fiscal Agent has not received the full amount of the relevant payment due to it under Clause 7.1, after giving effect to Clause 7.2, and the Fiscal Agent is not able out of the funds received by it under Clause 7.1 or Clause 7.2 to reimburse such Paying Agent therefor, the Republic shall from time-to-time on demand pay to the Fiscal Agent for account of such Paying Agent:
 - (i) the amount so paid out by such Paying Agent and not so reimbursed to it and
 - (ii) interest accrued in accordance with Clause 8.5 on such amount from the date on which such Paying Agent made such payment until the date of reimbursement of such amount,

provided, however, that any payment made under paragraph (i) above shall satisfy *pro tanto* the Republic's obligations under Clause 7.1.

8.5. Interest

Interest shall accrue for the purpose of Clause 8.4(a)(ii) (as well after as before judgment) on the basis of a year of 360 days (365 days in the case of an unpaid amount denominated in sterling) and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. (1%) per annum and the rate per annum specified by the relevant Paying Agent as reflecting its cost of funds for the time being in relation to the unpaid amount.

8.6. Partial Payments

If at any time and for any reason a Paying Agent makes a partial payment in respect of a Temporary Global Note, Permanent Global Note, Definitive Bearer Note, Receipt or Coupon presented for payment to it, such Paying Agent shall endorse thereon a statement indicating the amount and date of such payment.

9. PAYMENTS TO HOLDERS OF REGISTERED NOTES

9.1. Payments by the Registrar

The Registrar acting through its specified office shall make payments of principal and interest in respect of Registered Notes in accordance with the Conditions applicable thereto; provided, however, that the Registrar shall not be obliged (but shall be entitled) to make such payments if it is not able to establish that the Fiscal Agent has received (whether or not at the due time) the full amount of any payment due to it under Clause 7.1, after giving effect to Clause 7.2.

9.2. Exclusion of Liens and Commissions

The Registrar shall not exercise any lien, right of set-off or similar claim against any person to whom it makes any payment under Clause 9.1 in respect thereof, nor shall any commission or expense be charged by it to any such person in respect thereof.

9.3. Reimbursement by the Fiscal Agent

- (a) If the Registrar makes any payment in accordance with Clause 9.1:
 - (i) it shall notify the Fiscal Agent of the amount so paid by it and, the serial number and principal amount of each Registered Note in relation to which payment of principal or interest was made and
 - (ii) subject to and to the extent of compliance by the Republic with Clause 7.1, after giving effect to Clause 7.2 (whether or not at the time due), the Fiscal Agent shall pay to the Registrar out of the funds received by the Fiscal Agent under Clause 7.1 or Clause 7.2, by credit transfer and in immediately available, freely transferable, cleared funds to such account with such bank as the Registrar has by notice to the Fiscal Agent specified for the purpose, an amount equal to the amount so paid by the Registrar.

9.4. Reimbursement by the Republic

- (a) If the Registrar makes a payment in accordance with Clause 9.1 in respect of Registered Notes at a time at which the Fiscal Agent has not received the full amount of the relevant payment due to it under Clause 7.1, after giving effect to Clause 7.2,

and the Fiscal Agent is not able out of funds received by it under Clause 7.1 or Clause 7.2 to reimburse the Registrar therefor, the Republic shall from time-to-time on demand pay to the Fiscal Agent for the account of the Registrar or, as the case may be, for its own account:

- (i) the amount so paid out by the Registrar and not so reimbursed to it and
- (ii) interest accrued in accordance with Clause 9.5 on such amount from the date on which the Registrar made such payment until the date of reimbursement of such amount,

provided, however, that any payment made under paragraph (a) above shall satisfy *pro tanto* the Republic's obligations under Clause 7.1.

9.5. Interest

Interest shall accrue for the purpose of Clause 9.4(a)(ii) (as well after as before judgment) on the basis of a year of 360 days (365 days in the case of an unpaid amount denominated in sterling) and the actual number of days elapsed and at the rate per annum which is the aggregate of one per cent. per annum and the rate per annum specified by the Registrar as reflecting its cost of funds for the time being in relation to the unpaid amount.

9.6. Payments to Exchange Agent

- (a) The Registrar shall pay to the Exchange Agent, and the Exchange Agent shall receive, all payments made under any Registered Global Note registered in the name of Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, or its nominee (a "**Clearing System Note**"), which is denominated in a Specified Currency other than U.S. Dollars.
- (b) The Exchange Agent shall be advised in writing, on or before the relevant Record Date, by Euroclear or Clearstream, Luxembourg or, if applicable, DTC or its nominee, as the case may be:
 - (i) if any beneficial holder (a "**Beneficial Holder**") of the Clearing System Note in respect of which payment is due has elected to receive such payment in U.S. Dollars and, if so, the amount of such payment (expressed in the Specified Currency in which the relevant Clearing System Note is denominated) which such Beneficial Holder wishes to receive in U.S. Dollars and
 - (ii) the relevant payment details if any Beneficial Holder of the Clearing System Note in respect of which payment is due has elected to receive such payment in the Specified Currency in which the relevant Clearing System Note is denominated.
- (c) Unless the Exchange Agent is notified that each such Beneficial Holder has elected to receive such payment in the Specified Currency, the Exchange Agent will purchase U.S. Dollars with an amount of the relevant Specified Currency equal to the aggregate amount which Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, has notified the Exchange Agent that Beneficial Holders wish to receive in U.S. Dollars. At or prior to 11:00 a.m. (New York City time) on the second New York Business Day (as defined below) preceding the applicable payment date, the Exchange Agent shall enter into a contract for such purchase.

- (d) The Exchange Agent shall, on the relevant payment day:
 - (i) pay all amounts converted into U.S. Dollars in accordance with the above to Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, or its nominee for distribution to the relevant Beneficial Holders and
 - (ii) pay all the other amounts due which are denominated otherwise than in U.S. Dollars directly to the relevant Beneficial Holders in accordance with payment instructions received from Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, or its nominee.
- (e) In the event that the Exchange Agent is unable to convert the relevant Specified Currency into U.S. Dollars, the entire payment will be made in the relevant Specified Currency in accordance with payment instructions received from Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, following notification by the Exchange Agent to Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, of such fact.
- (f) For the purpose of this Clause 9.6, “**New York Business Day**” means a day (other than a Saturday or Sunday) on which foreign exchange markets are open for business in New York City that is neither a legal holiday nor a day on which banking institutions are authorized or required by law or regulation to close in New York City and (i) with respect to Notes denominated in a Specified Currency other than Euros, in the principal financial center of the relevant Specified Currency (if other than New York City) or (ii) with respect to Notes denominated in Euros, on a day on which the TARGET2 system is open.

10. REPAYMENT

If claims in respect of any principal or interest become void under the Conditions, the Fiscal Agent shall forthwith repay to the Republic the amount which would have been due if presentation for payment had been made before such claims became void to the extent such amount has been received from the Republic pursuant to Clause 7.1 or Clause 7.2. The Fiscal Agent shall not, however, be otherwise required or entitled to repay any sum received by it under this Agreement, save as specifically agreed herein.

11. DETERMINATIONS AND NOTIFICATIONS IN RESPECT OF NOTES

11.1. Determinations

The Fiscal Agent shall make all such determinations and calculations (howsoever described) as it is required to do under the Conditions, all subject to and in accordance with the Conditions.

11.2. Responsibility

The Fiscal Agent shall not be responsible to the Republic or to any third party (except in the event of willful default or bad faith of the Fiscal Agent, as the case may be) as a result of the Fiscal Agent having acted on any quotation given by any Reference Bank (as defined in the Conditions) which subsequently may be found to be incorrect.

11.3. Notification

Unless another Calculation Agent is appointed, the Fiscal Agent shall promptly notify (and confirm in writing to) the Republic, the Registrar, the Paying Agents and (in respect of a

Series of Notes listed on a Stock Exchange) the relevant Stock Exchange of, *inter alia*, each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions as soon as practicable after the determination thereof and of any subsequent amendment thereto pursuant to the Conditions.

11.4. Publication

Unless another Calculation Agent is appointed, the Fiscal Agent shall use its best efforts to cause each Rate of Interest, Interest Amount and Interest Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Conditions to be published as required in accordance with the Conditions as soon as possible after their determination or calculation.

11.5. Failure to determine

If the Fiscal Agent does not at any material time for any reason determine and/or calculate and/or publish the Rate of Interest, Interest Amount and/or Interest Payment Date in respect of any Interest Period or any other amount, rate or date as provided in this Clause, it shall forthwith notify the Republic, the Registrar and the Paying Agents of such fact.

11.6. Calculation Agent

Determinations with regard to Notes shall be made by the Calculation Agent in the manner specified in the applicable Final Terms. Unless otherwise agreed between the Republic and the relevant Dealer, or unless the Fiscal Agent is the Calculation Agent (in which case the provisions of this Agreement shall apply), such determinations shall be made on the basis of a Calculation Agency Agreement substantially in the form of the Schedule C to this Agreement.

12. EARLY REDEMPTION

12.1. Notice to the Fiscal Agent

If the Republic intends (other than consequent upon an Event of Default under the Notes) to redeem all or any of the Notes prior to their stated maturity, it shall, not less than 15 days prior to the latest date for the publication of the notice of redemption required to be given to the Holders, give notice of such intention to the Fiscal Agent and, where applicable, the Registrar stating the date on which such Notes are to be redeemed.

12.2. Drawing on partial redemptions:

If some only of the Notes are to be redeemed on such date, the Fiscal Agent shall make the required drawing in accordance with Condition 7(c) and (if applicable) the terms of the Global Note by which such Notes are represented, but shall give the Republic reasonable notice of the time and place proposed for such drawing and the proposed manner thereof and the Republic shall be entitled to send representatives to attend such drawing.

12.3. Notice to Holders of Notes:

The Fiscal Agent shall give to Holders of Notes the notice required in connection with any such redemption and shall at the same time also publish a separate list of serial numbers of any Notes previously drawn and not presented for payment. Such notice shall specify the date fixed for redemption, the redemption price, the manner in which redemption will be effected and, in the case of a partial redemption, the serial numbers of the Notes drawn for redemption. Such notice will be given in accordance with Condition 14. The Fiscal Agent will also notify

the Paying Agents, the Exchange Agent and the Transfer Agents of any date fixed for redemption of any Notes.

12.4. Redemption Notices

Each Paying Agent will keep a stock of notices (“**Redemption Notices**”) in the form set out in the Schedule D hereto and will make such notices available on demand to Holders in relation to which the relevant Final Terms provides for redemption at the option of such Holders. Upon receipt of any Note and a completed Redemption Notice (and, in the case of an exercise in respect of any portion of a Global Note, authority from the Holder to DTC, Euroclear or Clearstream, Luxembourg as the case may be) deposited in the exercise of such option, the relevant Agent with whom such Note is deposited shall hold such Note (together with all Receipts or Coupons relating to such Note, deposited with it) on behalf of the depositing Holder (who shall not, save as provided below, release it) until the due date for redemption of the relevant Note consequent upon the exercise of such option, when, subject as provided below, it shall present such Note, Receipts and Coupons (and, as the case may be, such authority) to a Paying Agent for payment of the redemption monies therefor (including premium (if any) and interest accrued to or payable on such date) in accordance with the Conditions and shall pay such monies in accordance with the directions of the Holders contained in the Redemption Notice. If prior to such due date for its redemption such Note becomes immediately due and payable or if upon due presentation or, as the case may be, surrender payment of such redemption monies is improperly withheld or refused, the relevant Paying Agent shall mail such Note, together with such Receipts or Coupons (and, as the case may be, such authority) by uninsured post to, and at the request of the relevant Holder at such address as may have been given by the Holder in the Redemption Notice (and, as the case may be, to the address appearing in the Register). At the end of each period for the exercise of such option, each Paying Agent shall promptly notify the Fiscal Agent (and, if any such option has been exercised in respect of Registered Notes, the Registrar) of the principal amount of the Notes in respect of which such option has been exercised with it, together with their serial numbers, and the Fiscal Agent shall promptly notify such details to the Republic.

13. FEES, DUTIES AND TAXES

The Republic will pay any stamp, issue, registration, documentary and other fees, duties and taxes, including interest and penalties in the Republic, the United Kingdom, Belgium or Luxembourg, payable on or in connection with the execution and delivery of this Agreement.

14. CANCELLATION, DESTRUCTION AND RECORDS

14.1. Records

The Fiscal Agent shall keep a full and complete record of all Notes, Receipts, Coupons and Talons (other than serial or certificate numbers of Receipts and Coupons) and of their redemption, purchase by or on behalf of the Republic, cancellation or payment (as the case may be) and of all replacement notes, receipts, coupons or talons issued in substitution for lost, stolen, mutilated, defaced or destroyed Notes, Receipts, Coupons or Talons. The Fiscal Agent shall in respect of the Coupons of each maturity retain (in the case of Coupons other than Talons) until the expiry of five years from the Relevant Date in respect of such Coupons and (in the case of Talons) a list of the total numbers of Coupons and Talons of that maturity still remaining unpaid or unexchanged.

14.2. Proof of default

Proof that as regards any specified Note, Receipt or Coupon the Republic has made default in paying any amount due in respect of such Note, Receipt or Coupon shall (unless the contrary

be proved) be sufficient evidence that the same default has been made as regards all other Notes, Receipts, Coupons in respect of which the relevant amount is due and payable.

14.3. Interest

References in provisos (ii) and (iii) to Clause 3.2 to “the rate aforesaid” shall, in respect of any Notes bearing interest at a floating or variable rate, in the event of such Notes having become due and repayable, with effect from the expiry of the interest period during which such Notes become due and repayable, be construed as references to a rate of interest calculated *mutatis mutandis* in accordance with the Conditions except that no notices need be published in respect thereof.

14.4. Cancellation

- (a) All (i) Bearer Notes that are redeemed (together with such unmatured Receipts, Coupons or unexchanged Talons as are attached to or are surrendered with such Bearer Notes at the time of such redemption), (ii) Receipts and Coupons that are paid and (iii) Talons that have been exchanged for Coupons shall be cancelled forthwith by the Paying Agent or, as the case may be, the Fiscal Agent through which they are paid or exchanged.
- (b) Any Paying Agent shall send to the Fiscal Agent details required by the Fiscal Agent for the purposes of Clause 14.1 and shall send any Bearer Notes, Receipts, Coupons and/or Talons cancelled by it in accordance with the foregoing to or to the order of the Fiscal Agent.
- (c) All Registered Notes that are redeemed shall be cancelled by the removal of the relevant Holder’s name from the Register by the Registrar and the cancellation of any corresponding Definitive Registered Notes by the Transfer Agent to which they were surrendered or with which they were deposited. The Transfer Agent shall send to the Fiscal Agent the details required by the Fiscal Agent for the purposes of Clause 14.1 and shall send all Registered Notes cancelled by it in accordance with Clause 14.4(c) to or to the order of the Fiscal Agent.

14.5. Cancellation provision

If the Republic purchases any Bearer Note, Receipt, Coupon or Talon or any Registered Note in accordance with the Conditions, it may procure the cancellation of such Bearer Note, Receipt, Coupon or Talon by sending it to or to the order of the Fiscal Agent (in the case of any Bearer Note, Receipt, Coupon or Talon) or to or to the order of the Registrar (in the case of Registered Notes) for cancellation in accordance with the provisions of Clause 14.3.

14.6. Certification of payment details

The Fiscal Agent shall, upon written request of the Republic, furnish the Republic as soon as possible and in any event within one month after the date of any redemption or payment of any Bearer Notes, Receipts or Coupons or exchange of any Talons and the Registrar shall, upon written request of the Republic, furnish the Republic and the Fiscal Agent as soon as possible and in any event within the four months after the date of any redemption or payment of any Registered Notes, with a certificate stating (i) the aggregate principal amount of Notes which have been redeemed and cancelled or, as the case may be, purchased and cancelled and the aggregate amount paid in respect of Receipts and Coupons which have been paid and cancelled and in respect of interest paid on any Temporary Global Note, any Permanent Global Note and any Registered Notes, (ii) the serial numbers of such Notes, (iii) the total numbers by maturity date of such Receipts and Coupons, (iv) the serial numbers of such

Talons (if any), (v) the serial numbers of those Notes (if any) received by it which have been so redeemed and cancelled or, as the case may be, purchased and cancelled and (vi) the total number and the maturity dates of unmatured Coupons and unexchanged Talons not surrendered with Bearer Notes redeemed or purchased and cancelled, in each case distinguishing between Bearer Notes of different denominations and the Receipts, Coupons and Talons appertaining thereto.

14.7. Destruction

Unless otherwise instructed by the Republic, the Fiscal Agent shall destroy or procure the destruction of any cancelled Notes, Receipts, Coupons and Talons in its possession and, upon written request of the Republic, send to the Republic and the Fiscal Agent a certificate giving the serial numbers of the Notes in numerical sequence, the total numbers by maturity date and the aggregate amount paid in respect of such Receipts and Coupons and particulars of the Coupons attached to or surrendered with any such Bearer Notes and the Series to which they relate, and in the case of Talons, the total number and the serial numbers of the Talons in each case distinguishing between Bearer Notes of different denominations and the Coupons and Talons appertaining thereto.

15. COUPON SHEETS

The Fiscal Agent shall, in respect of each Bearer Note issued with a Talon, on or after due date for exchange of such Talon, deliver, in exchange for such Talon at the specified office the Fiscal Agent (or such other office as may be specified in the relevant Final Terms), a coupon sheet appertaining to such Note, but subject always to the Republic have procured the delivery of a supply of such coupon sheets to or to the order of the Fiscal Agent. To the extent that any Coupon in any such coupon sheet shall have become void, the Fiscal Agent shall cancel and destroy such Coupon or procure its cancellation and destruction in accordance with the provisions of Clause 14.

16. REPLACEMENT BEARER NOTES, RECEIPTS, COUPONS, TALONS AND REGISTERED NOTES

16.1. Replacement

The relevant Agent shall, subject to and in accordance with the applicable Conditions and the following provisions of this Section, issue replacement Bearer Notes, Receipts, Coupons, Talons or Registered Notes in place of Bearer Notes, Receipts, Coupons, Talons or Registered Notes, respectively, which have been lost, stolen, mutilated, defaced or destroyed.

16.2. Coupons on Replacement of a Definitive Bearer Note

In the case of a mutilated or defaced Definitive Bearer Note, the relevant Agent shall ensure that (unless such indemnity as the Republic may reasonably require is given) any replacement Definitive Bearer Note only has attached to it Receipts (if any), Coupons (if any) and Talons (if any) corresponding to those attached to the Definitive Bearer Note which it replaces.

16.3. Conditions of Replacement

- (a) The relevant Agent shall not issue any replacement Bearer Note, Receipt, Coupon, Talon or Registered Note unless and until the applicant therefor shall have:
 - (i) paid such costs as may be incurred in connection therewith;
 - (ii) furnished the relevant Agent with such evidence (including evidence as to the serial number of the Bearer Note, Receipt, Coupon, Talon or Registered Note

in question), security and indemnity as the Republic may reasonably require; and

- (iii) surrendered to the relevant Agent any mutilated or defaced Bearer Note or, as the case may be, Receipt, Coupon, Talon or Registered Note to be replaced.

16.4. Notification

The relevant Agent shall, on issuing any replacement Bearer Note, Receipt, Coupon, Talon or Registered Note, forthwith inform the other Agents of the serial number of such replacement Bearer Note, Receipt, Coupon, Talon or Registered Note and the serial number (if known) of the Bearer Note, Receipt, Coupon, Talon or Registered Note in place of which such replacement Bearer Note, Receipt, Coupon, Talon or Registered Note has been issued.

16.5. Presentation of a Replaced Bearer Note or Coupon or Surrender of a Replaced Registered Note

If a Bearer Note, Receipt or Coupon which has been replaced is presented to a Paying Agent for payment or a Registered Note which has been replaced is surrendered to the Registrar for payment, that Paying Agent or, as the case may be, the Registrar shall forthwith inform the Fiscal Agent, who shall forthwith inform the Republic.

17. NOTICE OF PAYMENTS

The Fiscal Agent shall give notice to the Holders of the relevant Notes in accordance with Condition 14 of the day fixed for any payment to them under Clauses 8 or 9. Any payment so made shall be a good discharge to the Fiscal Agent.

18. PARTIAL PAYMENTS

Upon any payment under Clauses 8 or 9 (other than payment in full against surrender of a Note, Receipt or Coupon), the Note, Receipt or Coupon in respect of which such payment is made shall be produced to the Fiscal Agent, the Registrar or the Paying Agent by or through whom such payment is made and the Fiscal Agent shall or shall cause the Registrar or, as the case may be, such Paying Agent to endorse thereon a memorandum of the amount and the date of payment, but the Fiscal Agent may in any particular case or generally in relation to Registered Notes dispense with such production and endorsement upon such indemnity being given as it shall think sufficient.

19. REMUNERATION OF FISCAL AGENT

19.1. Normal remuneration

The Republic shall pay to the Fiscal Agent remuneration for its services as Fiscal Agent as from the date of this Agreement, such remuneration to be at such rate, and payable on such dates, as may from time-to-time be agreed between the Republic and the Fiscal Agent. Such remuneration shall accrue from day to day and be payable (in priority to payments to the Holders of Notes, Receipts and/or Coupons) up to the date when all the Notes having become due for redemption, the redemption monies and interest thereon to the date of redemption have been paid to the Fiscal Agent, the Registrar or one or more Paying Agents. However, if any payment to a Holder of a Note, Receipt or Coupon of the moneys due in respect of any Note, Receipt or Coupon is improperly withheld or refused upon due presentation of such Note, Receipt or Coupon or any cheque in respect of such payment is not paid on presentation, such remuneration will again accrue as from the date of such presentation until payment to such Holder is duly made.

19.2. Value Added Tax

The Republic shall, in addition, pay to the Fiscal Agent an amount equal to the amount of any value added tax or similar tax chargeable in respect of its remuneration under this Agreement.

19.3. Expenses

The Republic shall also pay or discharge all Liabilities reasonably incurred by the Fiscal Agent in relation to the preparation and execution of, the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Agreement, including but not limited to any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Fiscal Agent in connection with any action taken or contemplated by or on behalf of the Fiscal Agent for enforcing, or resolving any doubt concerning, or for any other purpose in relation to, this Agreement except any such Liabilities or other amounts as may be attributable to the willful default, negligence or bad faith of the Fiscal Agent.

19.4. Payable on Demand

All amounts payable pursuant to Clause 19.3 shall be payable by the Republic on the date specified in a demand by the Fiscal Agent and in the case of payments actually made by the Fiscal Agent prior to such demand shall (if not paid within three days after such demand and the Fiscal Agent so requires) carry interest at the rate of two per cent. per annum above the base lending rate from time-to-time of Deutsche Bank Trust Company Americas, New York from the date specified in such demand, and in all other cases shall (if not paid on the date specified in such demand or, if later, within three days after such demand and, in either case, the Fiscal Agent so requires) carry interest at such rate from the date specified in such demand as reflecting the Fiscal Agent's cost of funds for the time being in relation to the amounts payable pursuant to Clause 19.3 until receipt in full by the Fiscal Agent of such payment. All remuneration payable to the Fiscal Agent shall carry interest at such rate from the due date therefor.

19.5. Effect

Unless otherwise specifically stated in any discharge of this Agreement, the provisions of this Clause shall continue in full force and effect notwithstanding such discharge.

19.6. Allocation

The Fiscal Agent shall be entitled in its absolute discretion, but at all time acting reasonably, to determine in respect of which Series of Notes any Liabilities incurred under this Agreement have been incurred or to allocate any such Liabilities among the Notes of any two or more Series.

19.7. No Set Off

Subject to Clause 7.2, the Republic further hereby undertakes to the Fiscal Agent that all moneys payable by the Republic to the Fiscal Agent under this Agreement shall be made without set off, counterclaim, deduction or withholding, unless otherwise compelled by law. In the event of any deduction or withholding compelled by law, the Republic will pay such additional amount as will result in the payment to the Fiscal Agent of the amount which would otherwise have been payable by the Republic to the Fiscal Agent under this Agreement.

19.8. No Action

The Agents shall not be under any obligation to take any action hereunder which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it.

20. DUTIES OF THE TRANSFER AGENT

If and to the extent specified by the Conditions and in accordance therewith and the terms of this Agreement or if otherwise requested by the Republic, the Transfer Agents will:

- (a) receive requests for the transfer of Registered Notes, inform the Registrar thereof, forward the deposited Registered Note(s) to or to the order of the Registrar and assist in the issue of a new Registered Note in accordance with the Regulations referred to in Clause 25.2 and in particular forthwith notify the Registrar of;
 - (i) the name and address of the Holder of the Registered Note;
 - (ii) the serial number and principal amount of the Registered Note;
 - (iii) (in the case of a transfer of part only) the principal amount of the Registered Note to be transferred and
 - (iv) the name and address of the transferee to be entered on the Register;
- (b) accept surrender of Registered Notes and assist in effecting final payment of the Notes on the due date for payment; and
- (c) carry out such other acts as may be necessary to give effect to the Conditions.

21. DUTIES OF THE REGISTRAR

21.1. The Registrar

The Registrar shall maintain a register in London in accordance with this Agreement, the Conditions and the Regulations. The register shall show the principal amount and serial numbers of Registered Notes and the date of issue and all subsequent transfers and changes of ownership in respect thereof and the names, addresses and account details of the Holders of the Registered Notes. The Registrar shall at all times during usual business hours make the Register available to the Republic, the Fiscal Agent, the Exchange Agent, the Paying Agents and the Transfer Agents, or any person authorized by any of them, for inspection and for the taking of copies thereof or extracts therefrom and the Registrar shall deliver to such persons all such lists of Holders of Registered Notes, their addresses and holdings as they may request.

21.2. Transfer

The Registrar will receive requests for the transfer of Registered Notes and will also receive Registered Notes deposited with the Transfer Agents, effect the necessary entries, authenticate or cause to be authenticated and issue or cause to be issued new Registered Notes in accordance with the Regulations and deliver or cause to be delivered new Registered Note(s) to the relevant Holder or Holders.

21.3. Payment

The Registrar will make payments of principal and interest in respect of Registered Notes in accordance with the Conditions applicable thereto and this Agreement and will accept surrender of Registered Notes and assist in effecting final repayment of the Notes on their due date for repayment.

21.4. Safekeeping of Registered Notes

The Registrar shall maintain in safe custody all Registered Notes and forms of Registered Notes delivered to and held by it and shall ensure that Registered Notes are issued only in accordance with the Conditions and the provisions of this Agreement.

21.5. Information:

Within seven days of any written request therefor by the Republic or the Fiscal Agent, so long as any Registered Notes are outstanding, the Registrar shall certify to the Republic and the Fiscal Agent the number of Registered Notes held by it hereunder.

21.6. Miscellaneous:

The Registrar will carry out such other acts as may be necessary to give effect to the Conditions.

22. DUTIES OF THE FISCAL AGENT

22.1. Duties of the Fiscal Agent

If and to the extent specified by the Conditions and the terms of this Agreement, or if otherwise requested by the Republic, the Fiscal Agent will:

- (a) complete, authenticate and deliver Bearer Global Notes and (if required) complete, authenticate and deliver Definitive Bearer Notes;
- (b) exchange Temporary Global Notes for Permanent Global Notes or Definitive Bearer Notes, in accordance with the terms of such Temporary Global Notes;
- (c) exchange Permanent Global Notes for Definitive Bearer Notes in accordance with the terms of such Permanent Global Notes;
- (d) pay sums due on Bearer Global Notes and Definitive Bearer Notes Receipts and Coupons and liaise with the Registrar in connection with payments of sums due on Registered Notes;
- (e) exchange Talons for Coupons in accordance with the Conditions;
- (f) arrange on behalf of the Republic for notices to be communicated to the Holders of any Notes;
- (g) subject to the Procedures Memorandum; submit to the relevant Stock Exchange such number of copies of each Final Terms which relates to Notes which are to be listed thereon as such Stock Exchange may reasonably require;
- (h) act as Calculation Agent in respect of Notes where named as such in the relevant Final Terms and when it expressly agrees to act as such and

- (i) perform all other obligations and duties imposed upon it by the Conditions and this Agreement.

22.2. Agent of Republic

Each Paying Agent will act as paying agent of the Republic for the purposes of paying sums due on the Bearer Notes, Receipts and Coupons and of performing all other obligations and duties imposed upon it by the Conditions and this Agreement.

23. SUPPLEMENTS

23.1. Supplements Without Consent of Holders

Without the consent of any Holder of Notes, the Republic, when authorized by a Resolution, at any time and from time to time, may enter into one or more Supplements for any of the following purposes

- (a) to add to the covenants of the Republic for the benefit of the Holders of the Notes or to surrender any right or power herein conferred upon the Republic,
- (b) to add any additional Events of Default,
- (c) to evidence and provide for the acceptance of appointment hereunder by a successor Agent and to add to or change any of the provisions of this Agreement as shall be necessary to provide for or facilitate the administration of this Agreement; *provided that* such action pursuant to this Clause 23.1(c) shall not adversely affect the interest of any Holder of Notes in any material respect,
- (d) to cure any ambiguity, to correct or supplement any provision herein that may be inconsistent with any other provision herein or that is otherwise defective or to make any other provision with respect to matters or questions arising under this Agreement as the Republic may deem necessary or desirable, *provided that* such action pursuant to this Clause 23.1(d) shall not adversely affect the interest of any Holder of Notes in any material respect,
- (e) to correct a manifest error or
- (f) to make any other change that does not adversely affect the rights of any Holder;

provided that, any such Supplement that affects any of the Agents may not be entered into without the consent of such Agent.

23.2. Supplements With Consent of Holders

- (a) With the consent of the Holders affected by such Supplement obtained in accordance with the provisions of Schedule I, by Act of the Holders of the Notes delivered to the Republic, and the consent of the Fiscal Agent, the Republic, when authorized by a Resolution, may enter into a Supplement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Holders of the Notes under this Agreement; provided that any such Supplement which affects any Agent may not be entered into without the consent of such Agent; and provided, further, that no such Supplement shall, without the consent of the Holders of the Notes affected thereby as specified in Condition 15(a), amend any of the matters set forth in Condition 15(a) other than as set forth in such Condition.

- (b) It shall not be necessary for any Act of the Holders of the Notes under this Clause to approve the particular form of any proposed Supplement, but it shall be sufficient if any Act shall approve the substance thereof.

23.3. Execution of Supplements

In executing or accepting any additional obligations created by any Supplement permitted by this Section or the modifications thereby of the obligations created by this Agreement, each of the Agents shall be entitled to receive and shall be fully protected in relying upon an opinion of counsel satisfactory to the Agents stating that the execution of such Supplement is authorized or permitted by this Agreement. Each of the Agents may, but shall not be obligated to, enter into any such Supplement that affects such Agent's own rights, duties or immunities under this Agreement or otherwise.

23.4. Effect of Supplements

Upon the execution of any Supplement under this Clause 23.4, this Agreement shall be modified in accordance therewith, and such Supplement shall form a part of this Agreement for all purposes and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

23.5. Reference in Notes to Supplements

Notes authenticated and delivered after the execution of any Supplement pursuant to this Article may, and shall if required by the Fiscal Agent, bear a notation in form approved by the Fiscal Agent as to any matter provided for in such Supplement. If the Republic shall so determine, new Notes so modified as to conform, in the opinion of the Republic, to any such Supplement may be prepared and executed by the Republic and authenticated and delivered by the Agents in exchange for any outstanding Notes affected by the Supplement.

23.6. Notice of Supplements

Promptly after the execution by the Republic and any of the Agents of any Supplement pursuant to the provisions of Clause 23.2, the Republic shall give notice, setting forth in general terms the substance of such Supplement, to the Holders in the manner provided in Clause 26.1 and, if such Supplement did not require the consent of any of the Agents, shall also give notice, setting forth in general terms the substance of such Supplement, to each of the Agents in the manner provided in Clause 26.2 and shall provide a conformed copy of such Supplement to each of the Agents. Any failure of the Republic to give such notice, or any defect therein, shall not in any way impair or affect the validity of any such Supplement.

24. MEETINGS OF NOTEHOLDERS

A meeting of the Holders of the Notes may be called at any time and from time-to-time in accordance with the terms and subject to the conditions set forth in Schedule I to make, give or take any request, demand, authorization, direction, notice, consent, election, waiver or other action provided by this Agreement or under applicable law to be made, given or taken by Holders of such Notes. The Republic shall provide prior written notice to the Fiscal Agent in accordance with Clause 26.2 of any Meeting called by the Republic at the time notice thereof is given to the Holders.

25. INFORMATION AND REGULATIONS CONCERNING REGISTERED NOTES

25.1. Provision of information

Each Agent will give each other Agent such further information with regard to such Agent’s activities hereunder as may reasonably be required by each of them for the proper carrying out of their respective duties.

25.2. Regulations

The Republic may, subject to the Conditions, from time-to-time with the approval of the Fiscal Agent and the Register, promulgate regulations (the “**Regulations**”) concerning the carrying out of exchanges and transfers and the forms and evidence to be provided. All such transfers and exchanges will be made subject to the Regulations. The initial Regulations are set out in Schedule J hereto.

26. NOTICES

26.1. Notice to Holders

At the request and expense of the Republic, the Fiscal Agent shall arrange for the giving of all notices to the Holders of the Notes. Notices to such Holders shall be given in accordance with Condition 14.

26.2. Notice to Parties:

- (a) Any notice or demand to the Republic, the Fiscal Agent, the Registrar and Exchange Agent and the Paying Agents to be given, made or served for any purposes under this Agreement shall be given, made or served by sending the same by pre-paid post (first class, if inland, first class airmail, if overseas) or facsimile transmission or by delivering it by hand as follows:

to the Republic:

The Lebanese Republic
Ministry of Finance
Beirut
Lebanon
Attention: Ministry of Finance
Foreign Exchange International Operations
Manager/BDL

Facsimile No.: +961 1 648 259

to the Fiscal Agent, Registrar and Exchange Agent:

Deutsche Bank Trust Company Americas
60 Wall Street
New York, NY 10005
Attention: Trust & Securities Services

Facsimile No.: +1 732 578 4635

to the Paying Agents:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
Attention: Trust & Security Services

Facsimile No.: +44 20 7547 1089

Deutsche Bank Luxembourg S.A.
2 Boulevard Konrad Adenauer
L-1115 Luxembourg
Attention: Coupon Paying Department

Facsimile No.: +352 473 136

or to such other address or facsimile number as shall have been notified (in accordance with this Clause) to the other parties hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after dispatch and any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served 24 hours after the time of dispatch provided that in the case of a notice or demand given by facsimile transmission such notice or demand shall forthwith be confirmed by post, *provided however*, that the failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission.

- (b) All notices and other communications hereunder shall be made in the English language or shall be accompanied by a certified English translation thereof. Any certified English translation shall be certified a true and accurate translation by a professionally qualified translator or by a some other person competent to do so. Such translation shall be provided at the expense of the Republic.

27. INDEMNITY

27.1. Indemnity for the benefit of the Agents

The Republic agrees to indemnify each of the Agents, together with their officers, directors, employees and controlling persons, against any Liability which such Agent may properly incur or which may be made against such Agent, arising out of or in relation to or in connection with its appointment or the exercise of its powers and duties under this Agreement, except such as may result directly from a material breach by such Agent of this Agreement or the willful default, negligence or bad faith of such Agent or of its officers, directors, employees and controlling persons.

27.2. Currency Indemnity

If, under any applicable law and whether pursuant to a judgment being made or registered against the Republic or in the liquidation, insolvency or analogous process of the Republic or for any other reason, any payment under or in connection with this Agreement is made or falls to be satisfied in a currency (the “**other currency**”) other than that in which the relevant payment is expressed to be due (the “**required currency**”) under this Agreement, then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment or, if it is not practicable for the Fiscal Agent or the relevant Paying Agent to purchase the required currency with the other currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of a liquidation,

insolvency or analogous process at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by the Fiscal Agent or the relevant Paying Agent falls short of the amount due under the terms of this Agreement, the Republic undertakes that it shall, as a separate and independent obligation, indemnify and hold harmless the Fiscal Agent and each Paying Agent against the amount of such shortfall. For the purpose of this Clause 27.2, “**rate of exchange**” means the rate at which the Fiscal Agent or the relevant Paying Agent is able on the relevant date to purchase the required currency with the other currency and shall take into account any premium and other costs of exchange.

27.3. Indemnity for the Benefit of the Republic

The Fiscal Agent and each of the Agents shall indemnify the Republic against any Liability which the Republic may incur or which may be made against the Republic as a direct result of the material breach by such Agent of this Agreement or the willful default, negligence or bad faith of such Agent or of its officers, directors, employees and controlling persons.

27.4. Limitation of Liability

Notwithstanding any provision of this Agreement to the contrary, including, without limitation, any indemnity made by the Fiscal Agent or the Agents herein, none of the Fiscal Agent or the Agents shall be liable for any act or omission under this Agreement, or if any Note, Receipt, Coupon or Talon shall be lost, stolen, destroyed or damaged, except in the case of the relevant Agent’s material breach of this Agreement or the willful default, negligence or bad faith of it or of its officers, directors, employees and controlling persons nor shall any of the Fiscal Agent or the Agents in any event be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), whether or not foreseeable, even if the Fiscal Agent or the relevant Agent has been advised of the likelihood of such loss or damage and regardless of whether the claim for loss or damage is made in negligence, for breach of contract or otherwise; provided, however, that this Clause shall not be deemed to apply to the Fiscal Agent or the relevant Agent in the event of a determination of fraud on the part of the Fiscal Agent or such Agent in a non-appealable judgment by a court having jurisdiction.

27.5. Further Indemnity for the Benefit of the Agents

Without prejudice to any other provisions of this Agreement, and in consideration of the Fiscal Agent and the Agents agreeing to act on communications and instructions given by facsimile, the Republic will on demand indemnify and keep indemnified the Fiscal Agent and each of the Agents against any Liability which the Fiscal Agent or such Agent may incur or which may be made against the Fiscal Agent or such Agent as a result of such Agent acting on such communications or instructions which the Fiscal Agent or such Agent believed in good faith to have been given by the Republic.

27.6. Indemnity Survives Termination of This Agreement

The indemnities contained in this Clause 27 shall survive the termination or expiration of this Agreement.

28. GENERAL

28.1. No Agency or Trust

Except as otherwise expressly provided herein, in acting hereunder and in connection with the Notes, Receipts, Coupons and Talons, the Agents shall act solely as agents of the Republic

and will not thereby assume any obligation towards or relationship of agency or trust for any Holders of Notes, Receipts, Coupons or Talons and need only perform the duties set out specifically in this Agreement, the Procedures Memorandum and the Conditions and any duties necessarily incidental to them. No implied duties shall be read into this Agreement or the Conditions.

28.2. No Lien

No Agent shall exercise any lien, right of set-off or similar claim against any Holder of any Notes or, as the case may be, Receipt or Coupons in respect of monies payable by it under this Agreement.

28.3. Advice

Each of the Agents may consult on any matter, legal or otherwise, with a reputable adviser selected by it, who may be an employee of or adviser to the Republic and the opinion of such adviser shall be full and complete protection in respect of any action taken, omitted or suffered hereunder in good faith and without negligence and in accordance with the opinion of such legal adviser.

28.4. Reliance on Documents

No Agent shall be liable in respect of anything done or suffered by it in reliance on any Note, Receipt, Coupon, Talon or other document which it reasonably believes to be genuine and to have been signed, delivered or sent by the appropriate party or parties.

28.5. Other Relationships

Neither any Agent nor any other person whether acting for itself or in any other capacity will be precluded from becoming the owner of, or acquiring any interest in, holding or disposing of, any Note, Receipt or Coupon or any shares or securities of the Republic or their respective affiliates with the same rights as it would have had if such Agent were not acting as an Agent or from entering into or being interested in any contracts or transactions with the Republic or any of its respective affiliates or from acting on, or as depositary, trustee or agent for, any committee or body of holders of any securities of the Republic or any of its respective affiliates and will not be liable to account for any profit.

28.6. Executed Blank Global Notes and Definitive Registered Notes

- (a) Each of the Fiscal Agent and the Registrar hereby covenants that it shall hold:
 - (i) in respect of the Fiscal Agent, each executed blank Bearer Global Note and
 - (ii) in respect of the Registrar, each executed blank Registered Global Note and each executed blank Definitive Registered Note,

in safe custody and shall not release or deal with the same, except in accordance with the terms of the relevant executed blank Bearer Global Note, the relevant executed blank Registered Global Note or, as the case may be, the relevant executed blank Definitive Registered Note and this Agreement.

- (b) Notwithstanding the generality of the foregoing, each of the Fiscal Agent and the Registrar shall not complete or authenticate:
 - (i) in respect of the Fiscal Agent, any executed blank Bearer Global Note or

- (ii) in respect of the Registrar, any executed blank Registered Global Note, unless and until it has been notified by the Republic in accordance with the provisions of Clause 5.2(a).

28.7. Documents and Forms

- (a) The Republic shall provide to the Fiscal Agent for distribution among the Agents:
 - (i) specimen Definitive Bearer Notes (if Definitive Bearer Notes are issued);
 - (ii) sufficient copies of all documents required by the Conditions, the Base Prospectus or any Stock Exchange on which the Notes are listed from time-to-time to be available for issue or inspection during business hours (and the Agents shall make such documents so available to the Holders of Notes); and
 - (iii) as may be required, forms of voting certificates, block voting instructions and forms of proxy, together with instructions as to the manner of completing, dealing with and recording the issue of such forms (and the Agents shall make such documents available to the Holders of the Notes and carry out the other functions required of them under Schedule I).

28.8. Amendments

This Agreement may, for the purposes of (i) curing any ambiguity, (ii) correcting a manifest error or (iii) curing, correcting or supplementing any defective provision contained herein or in any manner which the parties deem necessary or desirable and which shall not materially prejudice the interests of the Holders of any Notes, Receipts or Coupons, be amended by further agreement among the parties hereto and without the consent of the Holders of any Notes, Receipts or Coupons.

29. CHANGES IN AGENTS

29.1. Appointment and Termination

The Republic may at any time appoint additional Paying Agents and/or Transfer Agents and/or terminate the appointment of any Agent by giving to the Fiscal Agent, the other Agents concerned or the Registrar at least 30 but not more than 45 days' prior notice to that effect, which notice shall expire at least 10 days before or after any due date for payment of any Notes, Receipts or Coupons.

29.2. Resignation

Any Agent may resign its appointment at any time by giving the Republic and the Fiscal Agent at least 30 days' notice to that effect, which notice shall expire at least 30 days before or after any due date for payment of any Notes, Receipts or Coupons.

29.3. Condition to Resignation and Termination

No resignation by, or termination of, the appointment of the Fiscal Agent or Registrar shall, however, take effect until a new Fiscal Agent or, as the case may be, Registrar, has been appointed on terms approved in writing by the Republic and the Fiscal Agent, and no resignation by or termination of the appointment of the Exchange Agent, a Paying Agent or Transfer Agent shall take effect if there would not then be Agents as required by the Conditions. If an Agent (other than the Fiscal Agent) resigns in accordance with Clause 29.2

but by the day falling ten days before the expiration of any notice under Clause 29.2 above no new Agent has been appointed, then the Fiscal Agent shall be entitled to appoint in its place any reputable bank or trust company of good standing.

29.4. Change of office

If an Agent changes the address of its specified office in a city it shall give the Republic, the Registrar and the Fiscal Agent at least 30 days' notice of the change, give the new address and the date on which the change takes effect.

29.5. Automatic Termination

The appointment of any Agent shall forthwith terminate if (i) such Agent becomes incapable of acting, is adjudged bankrupt or insolvent, files a voluntary petition bankruptcy, makes an assignment for the benefit of its creditors or consents to the appointment of receiver, administrator or other similar official of all or a substantial part of its property, (ii) such Agent admits in writing its inability to pay or meet its debts as they fall due or suspends payment thereof or (iii) a resolution is passed, or an order made, for the winding up or dissolution of such Agent, a receiver, administrator or other similar official of such Agent of all or a substantial part its property is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law or a public officer takes charge or control of such Agent, or its property or affairs, for the purpose of rehabilitation, conservation or liquidation.

29.6. Failure to Appoint Successor Agent

If any Agent gives notice of its registration and a replacement Agent is required and by the tenth day before the expiration of such notice such replacement has not been duly appointed, such Agent may itself appoint as its replacement any reputable and experienced financial institution. Immediately following such appointment, such Agent shall give notice of such appointment to the Republic, the remaining Agents and Holders of Notes whereupon the Republic, the remaining Agents and the successor Agent shall acquire, and become subject to, the same rights and obligations between themselves as if they had entered into an agreement in the form *mutatis mutandis* of this Agreement.

29.7. Delivery of records:

If the Fiscal Agent or the Registrar resigns or its appointment is terminated, it shall, on the date the resignation or termination takes effect, pay to (in the case of the Fiscal Agent) the new Fiscal Agent any amount held by it for payment of Notes, Receipts or Coupons and (in the case of the Registrar) deliver to the new Registrar the records kept by it and all Registered Notes held by it pursuant to this Agreement and shall deliver record of such payments and/or deliveries to the Republic.

29.8. Pro-rating of Fees and Expenses

In the event that an Agent resigns or its appointment is terminated as aforesaid, then any fee paid, or to be paid, pursuant to Clause 30 shall be pro-rated so that such Agent shall be paid only for the period prior to such resignation or termination in respect of the year in which such resignation or termination shall occur.

29.9. Successor Corporations

A corporation into which an Agent is merged or converted or with which it is consolidated or which results from a merger, conversion or consolidation to which it is a party shall, to the

extent permitted by applicable law, be the successor Agent under this Agreement without any further formality. The Agent concerned shall forthwith notify in writing such an event to the Republic, the Fiscal Agent and the other Agents.

29.10. Notices

The Fiscal Agent shall give Holders of Notes at least 30 days' notice of any proposed appointment, termination, resignation or change of which it is aware, and, as soon as practicable, notice of any succession under Clause 29.9 of which it is aware.

30. FEES AND EXPENSES OF THE AGENTS

30.1. Fees

The Republic agrees to pay to the Fiscal Agent for account of the Agents such fees as have been agreed between the Republic and the Fiscal Agent in respect of the services of the Agents hereunder (plus any applicable value added tax) and shall pay any such additional amounts as may be necessary in order that the net amounts receivable by the Fiscal Agent for the account of the Agents pursuant to this Clause 30.1 after any withholding or deduction for or on account of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic or any political sub-divisions thereof or by any authority therein or thereof having power to tax shall equal the respective amounts which would have been receivable in the absence of such withholding or deduction.

30.2. On-going Expenses

The Republic agrees on demand to reimburse each Agent for all expenses (including, without limitation, legal fees and any publication, advertising for and on behalf of the Republic, communication, courier, postage and other out-of-pocket expenses) properly incurred in connection with its services hereunder (plus any applicable value added tax).

30.3. Taxes and Expenses Occasioned by Default

The Republic agrees to pay all stamp, registration and other taxes and duties (including any interest and penalties thereon or in connection therewith) which are payable upon or in connection with the execution and delivery of this Agreement, and to indemnify each Agent against any claim, demand, action, Liability, damages, cost, loss or expense (including, without limitation, legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to the Republic's failure to pay or the Republic's delay in paying any of the same.

31. NOTICE OF ANY WITHHOLDING OR DEDUCTION

31.1. Republic To Give Notice

If the Republic is, in respect of any payment, compelled to withhold or deduct any amount for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Conditions, the Republic shall give notice thereof to the Fiscal Agent, the Registrar and the Paying Agent as soon as it becomes aware of the requirement to make such withholding or deduction and shall give to the Fiscal Agent or the Registrar, in the case of Registered Notes, such information as it shall require to enable it to comply with such requirement.

31.2. Paying Agents To Give Notice

If any Paying Agent, the Registrar or Exchange Agent is, in respect of any payment of principal or interest in respect of the Notes, compelled to withhold or deduct any amount for or on account of any tax, duty or charge as specifically contemplated under the Conditions, other than arising by virtue of the relevant holder failing to perform any certification or other requirement in respect of its Notes, it shall give notice thereof to the Republic and the Fiscal Agent as soon as it becomes aware of such compulsion to withhold or deduct.

32. SEVERABILITY

In the event any one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

33. GOVERNING LAW AND SUBMISSION TO JURISDICTION

33.1. Governing Law

- (a) This Agreement and the Notes shall be construed and interpreted in accordance with the law of the State of New York, which shall govern them and any controversy or claim arising out of or relating to any of them, without reference to conflicts of laws principles.
- (b) The choice of New York governing law and the non-exclusive jurisdiction of the New York State courts hereunder is made pursuant to New York General Obligations Law Sections 5-1401 and 5-1402.
- (c) The parties acknowledge and agree that this Agreement is part of a transaction covering in the aggregate not less than U.S.\$1,000,000.

33.2. Submission to Jurisdiction

- (a) The Republic irrevocably agrees for the benefit of each Holder of Notes that the courts of the State of New York and of the United States sitting in The City of New York, Borough of Manhattan, shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement or the Notes and that, accordingly, any suit, action or proceedings arising out of or in connection therewith (together referred to as “**Proceedings**”) may be brought in any such courts. Proceedings may also be brought in the courts of the Republic. The Republic irrevocably submits to the jurisdiction of the courts referred to in this Clause for purposes of any Proceedings.
- (b) The Republic irrevocably appoints the person who from time-to-time is the Consul of the Republic in The City of New York as its agent in the United States to receive service of process in any Proceedings in The City of New York based on or in connection with this Agreement or any of the Notes.

33.3. Waiver of Immunity

To the extent that the Republic may in any jurisdiction claim or acquire for itself or its assets immunity (sovereign or otherwise) from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process (whether through service or notice or otherwise), the Republic irrevocably agrees for the benefit of the Holders of Notes not to claim, and irrevocably waives, such immunity, to the fullest extent permitted by the

laws of such jurisdiction. The waiver of immunity in this paragraph shall have the fullest scope permitted under the U.S. Foreign Sovereign Immunities Act of 1976 and is intended to be irrevocable for purposes of such Act but shall otherwise constitute a limited and specific waiver for the purpose of this Agreement and the Notes and under no circumstances shall it be interpreted as a general waiver by the Republic or a waiver of immunity in respect of property that is used solely or principally for official purposes (such as ambassadorial and consular real property and buildings and the contents thereof, or any bank accounts of embassies or consulates to the extent of monies maintained therein for ambassadorial, consular or other official purposes, but not commercial purposes, in each case necessary for the proper official, ambassadorial or consular functioning of the Republic).

34. COUNTERPARTS

This Agreement and any agreement supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Agreement or any agreement supplemental hereto may enter into the same by executing and delivering a counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof this Agreement has been executed as a deed by the Republic and the Fiscal Agent and delivered on the date first stated above.

THE LEBANESE REPUBLIC


Name: H.E. Raya Haffar
Title: Minister of Finance

DEUTSCHE BANK TRUST COMPANY AMERICAS,
by Deutsche Bank National Trust Company
as the Fiscal Agent, the Registrar, the Exchange Agent and
a Transfer Agent

Name:
Title:

DEUTSCHE BANK AG, LONDON BRANCH,
as a Paying Agent and a Transfer Agent

Name:
Title:

DEUTSCHE BANK LUXEMBOURG S.A.
as the Luxembourg Paying Agent, a
Transfer Agent and the Listing Agent

Name:
Title:

IN WITNESS whereof this Agreement has been executed as a deed by the Republic and the Fiscal Agent and delivered on the date first stated above.

THE LEBANESE REPUBLIC

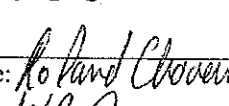

Name: H.E. Raya Haffar
Title: Minister of Finance

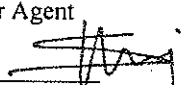
DEUTSCHE BANK TRUST COMPANY AMERICAS,
by Deutsche Bank National Trust Company
as the Fiscal Agent, the Registrar, the Exchange Agent and
a Transfer Agent

Name: 
Title: **Kenneth R. Ring**
Vice President




DAVID CONTINO
VICE PRESIDENT

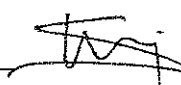
DEUTSCHE BANK AG, LONDON BRANCH,
as a Paying Agent and a Transfer Agent

Name: 
Title: 


S. HARBOULIS
VP.

DEUTSCHE BANK LUXEMBOURG S.A.
as the Luxembourg Paying Agent, a
Transfer Agent and the Listing Agent

Name: 
Title: 


S. HARBOULIS

SCHEDULE A: TERMS AND CONDITIONS OF THE NOTES

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued by the Republic which will be incorporated by reference into each Global Note and each Definitive Note, in the case of Definitive Notes only if permitted by the rules of the relevant stock exchange (if any) and agreed by the Republic and the relevant Dealer at the time of issue. If not so permitted and agreed, such Terms and Conditions will be endorsed on or attached to such Definitive Note. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions, which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Temporary Global Note, Permanent Global Note, Regulation S Global Note, Restricted Global Note and Definitive Note (each as defined in "Forms of the Notes" below). Capitalized terms used in these Terms and Conditions and not otherwise defined herein have the meanings ascribed thereto in the Fiscal Agency Agreement or the applicable Final Terms. References to a specific "Condition" shall be deemed to refer to the relevant Condition set forth in the Terms and Conditions of the Notes.

This Note is one of a Series (as defined below) of Notes issued by the Lebanese Republic (the "Republic") pursuant to a Third Amended and Restated Fiscal Agency Agreement (such Fiscal Agency Agreement, as modified and/or supplemented and/or restated from time to time, the "Fiscal Agency Agreement") dated March 1, 2010 and made between the Republic, Deutsche Bank Trust Company Americas (acting through its principal corporate office in New York), as fiscal agent (the "Fiscal Agent," which expression shall include any successor fiscal agent), as registrar (the "Registrar," which expression shall include any successor registrar), as calculation agent (the "Calculation Agent," which expression shall include any successor calculation agent), and as exchange agent (the "Exchange Agent," which expression shall include any successor exchange agent) and Deutsche Bank AG, London Branch and Deutsche Bank Luxembourg S.A., as paying agents and transfer agents (respectively, the "Paying Agents" and "Transfer Agents," which expressions shall, unless the context otherwise requires, include any successors in their capacity as such and any substitute or any additional paying agents or transfer agents, respectively, which are appointed in accordance with the Fiscal Agency Agreement). References herein to the "Notes" shall be references to the Notes of this Series and shall include (i) any Global Note, (ii) interests in any Global Note representing units of the lowest Specified Denomination (as indicated in the applicable Final Terms) in the Specified Currency (as indicated in the applicable Final Terms) and (iii) any Definitive Notes issued in exchange (or part exchange) for a Global Note.

Interest bearing definitive Bearer Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons ("Coupons") and, if indicated in the applicable Final Terms, talons for further Coupons ("Talons") attached on issue. Any reference herein to "Coupons" or "coupons" shall, unless the context otherwise requires, be deemed to include a reference to "Talons" or "talons". Definitive Bearer Notes repayable in installments have receipts ("Receipts") for the payment of the installments of principal (other than the final installment) attached on issue. Definitive Registered Notes do not have Receipts, Coupons or Talons attached on issue.

The Final Terms for this Note (or the relevant provisions thereof) are attached to or endorsed on this Note and supplement these Terms and Conditions and may specify other terms and conditions, which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note. References to the "applicable Final Terms" are to the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

As used herein, "Tranche" means Notes which are identical in all respects (including as to listing) except that a Tranche of Notes may comprise Notes of more than one Specified Denomination. As used herein, "Series" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are expressed to be consolidated and form a single series and are identical in all respects (including as to listing) except that a Series of Notes may comprise Notes of more than one Specified Denomination and the Issue Price, Issue Date, Interest Commencement Date (if any) and/or the amount of the first payment of interest (if any) may be different in respect of different Tranches.

Copies of the Fiscal Agency Agreement and the Final Terms applicable to this Note are available during normal business hours at the specified office of each of the Paying Agents, the Registrar, the Transfer Agents and the Fiscal Agent save that the applicable Final Terms in relation to an unlisted Note will only be available for

inspection by a Holder holding one or more Notes of the same Series, subject to such Holder producing evidence satisfactory to the Fiscal Agent, the Registrar or the relevant Paying Agent or Transfer Agent, as the case may be, as to its holding of such Notes and as to its identity. The Holders of Notes, Receipts and Coupons are deemed to have notice of, and are entitled to the benefit of, all the provisions of these Terms and Conditions and the applicable Final Terms which are applicable to them.

Words and expressions defined in the Fiscal Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between these Terms and Conditions and the applicable Final Terms, the applicable Final Terms will prevail.

1. Form, Denomination and Title

The Notes may be Bearer Notes or Registered Notes and issued in global form or definitive form. Notes, to the extent applicable, will be numbered serially and issued in the Specified Currency and the Specified Denomination(s). Save as provided in Condition 2, Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Notes in registered form sold pursuant to Rule 144A (“*Rule 144A*”) under the U.S. Securities Act of 1933, as amended (the “*Securities Act*”), shall be issued in denominations of U.S.\$100,000 (or its equivalent in any other currency) and higher integral multiples of U.S.\$1,000 (or its equivalent as aforesaid) or the higher denomination or denominations specified in the applicable Final Terms.

Subject as set forth below, title to Bearer Notes, Receipts and Coupons will pass by delivery and references herein to “*Holder*s” of Bearer Notes, Receipts and Coupons are to the bearers of such Bearer Notes, Receipts and Coupons, subject as provided below. Title to Registered Notes will pass upon registration of transfers in the books of the Registrar in London. References herein to the “*Holder*s” of Registered Notes are to the persons in whose names such Registered Notes are so registered in such books, subject as provided below. The Republic, the Fiscal Agent, any Paying Agent, the Registrar and any Transfer Agent may deem and treat the bearer of any Bearer Note, Receipt or Coupon and any person in whose name a Registered Note is registered as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set forth in the next succeeding paragraph.

For so long as any of the Bearer Notes are represented by a bearer Global Note held by a common depository on behalf of Euroclear and/or Clearstream, Luxembourg or for so long as Euroclear, Clearstream, Luxembourg or DTC, as the case may be, or its nominee is the registered holder of a Registered Global Note, each person (other than Euroclear, Clearstream, Luxembourg or, as the case may be, DTC) who is for the time being shown in the records of Euroclear, Clearstream, Luxembourg or, as the case may be, DTC as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, Luxembourg or, as the case may be, DTC as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Republic, the Fiscal Agent, any Paying Agent, the Registrar and any Transfer Agent as the Holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer or registered owner of the relevant Global Note shall be treated by the Republic, the Fiscal Agent, any Paying Agent, the Registrar and any Transfer Agent as the holder of such Notes in accordance with and subject to the terms of the relevant Global Note (and the expression “*Holder*” and related expressions shall be construed accordingly). Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream, Luxembourg and, if applicable, DTC, as the case may be.

References to Euroclear, Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Republic, the relevant Dealer and the Fiscal Agent and specified in the applicable Final Terms.

Notes shall be issued and denominated in, and amounts shall be due and payable in, the Specified Currency specified in the applicable Final Terms, save that the minimum denomination of each Note will be the equivalent in Specified Currency of U.S.\$1,000 or such higher minimum as may be required from time to time by any laws or regulations applicable to the relevant Specified Currency.

If the Specified Currency of an issue of Notes is a currency of one of the Member States of the European Union not participating as at the Issue Date of such Notes in the third stage of European economic and monetary union or otherwise participating in European economic and monetary union in a manner with similar effect to such third stage, the Issuer may specify in the applicable Final Terms that such Notes will include redenomination provisions for the redenomination of the Specified Currency to Euro with effect from the start of the relevant country's participation in the European Union, and, if so specified, the wording of the redenomination provisions for the redenomination of the Specified Currency to Euro, will be set out in full in the applicable Final Terms.

2. Exchange and Transfers of Notes

(a) Exchange of Registered Notes and Bearer Notes

Registered Notes may not be exchanged for Bearer Notes and vice versa.

(b) Exchange of Interests in Global Notes for Definitive Notes

Interests in any Global Note will be exchangeable for Definitive Notes, in whole, but not in part, if (i) Euroclear or Clearstream, Luxembourg or, if applicable, DTC notifies the Republic that it is unwilling or unable to continue as depository for such Registered Global Note, (ii) if applicable, DTC ceases to be a "Clearing Agency" registered under the U.S. Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), or either Euroclear or Clearstream, Luxembourg or, if applicable, DTC is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces its intention permanently to cease business, and a successor depository or alternative clearing system satisfactory to the Republic and the Fiscal Agent is not available, (iii) an Event of Default (as defined in Condition 10(a)) has occurred and is continuing with respect to such Notes or (iv) otherwise provided in the applicable Final Terms. Upon the occurrence of any of the events described in this Condition 2(b), the Republic will cause the appropriate Definitive Notes to be delivered.

(c) Transfers of Global Notes

Transfers of any Global Note shall be limited to transfers of such Global Note, in whole but not in part, to a nominee of Euroclear or Clearstream, Luxembourg or, if applicable, DTC or to a successor of Euroclear, Clearstream, Luxembourg or DTC, as the case may be, or such successor's nominee.

Transfers of beneficial interests in Global Notes will be effected by DTC, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests in accordance with the rules and operating procedures for the time being of Euroclear, Clearstream, Luxembourg, or, if applicable, DTC, as the case may be.

(d) Exchanges and Transfers of Definitive Registered Notes

Upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement, a Definitive Registered Note may be transferred in whole or in part by the Holder or Holders surrendering the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the Holder or Holders thereof or his or their attorney or attorneys duly authorized in writing and upon the Registrar or, as the case may be, the relevant Transfer Agent, after due and careful enquiry, being satisfied with the documents of title and the identity of the person making the request and subject to such reasonable regulations as the Republic and the Registrar, or, as the case may be, the relevant Transfer Agent may, with the prior approval of the Fiscal Agent, prescribe, including any restrictions imposed by the Republic on transfers of Definitive Registered Notes originally sold to a U.S. person.

Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within five business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by mail to such address as the transferee may request, a new Definitive Registered Note of a like aggregate principal amount to the Definitive Registered Note (or the relevant part of the Definitive

Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

(e) *Closed Periods*

No Holder may require the transfer of a Registered Note to be registered during the period of 15 days ending on (and including) the due date for any payment of principal or interest or any other amount on that Note or as otherwise provided in Condition 7(c).

(f) *Costs of Exchange or Registration*

Registration of transfers will be effected without charge by or on behalf of the Republic, the Registrar or the relevant Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to it.

3. Status of the Notes

The Notes constitute direct, general, unconditional, unsubordinated and (subject to Condition 4) unsecured obligations of the Republic which rank *pari passu* in priority of payment, without any preference among themselves and at least *pari passu* with all other present and future unsecured (subject to Condition 4) and unsubordinated Indebtedness (as defined below) of the Republic, other than any Indebtedness preferred by Lebanese law. The full faith and credit of the Republic will be pledged for the due and punctual payment of the Notes and for all obligations of the Republic in respect thereof.

“*Indebtedness*” means all indebtedness of the Republic in respect of monies borrowed by the Republic and guarantees given by the Republic of monies borrowed by others.

4. Negative Pledge

The Republic undertakes that, so long as any Note remains outstanding (as defined in the Fiscal Agency Agreement), the Republic will not create or permit to subsist on any of its present or future assets or revenues any mortgage, pledge or other encumbrance (“*Lien*”) to secure any Public External Indebtedness of the Republic or any other person or any guarantees given by the Republic after July 2, 1997 of Public External Indebtedness of any third party unless either (i) at the same time or prior thereto, the Republic’s obligations under the Notes are secured by the Lien equally and ratably with such Public External Indebtedness or guarantee so secured at the cost of the Republic, and the instrument or the enactment creating such Lien shall expressly so provide, or (ii) such Lien shall have been approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Holders of Notes.

For the purpose of these Conditions, “*Public External Indebtedness*” means any notes, debentures, bonds, or other similar securities with a stated maturity of more than one year from their date of issue (“*securities*”) which:

- (i) by their terms are payable, or confer a right to receive payment, in any currency other than the lawful currency of the Republic (“*Lebanese Currency*”) or, if such securities are denominated in Lebanese Currency, more than fifty percent (50 percent) of the aggregate principal amount thereof is initially distributed outside the Republic by or with the authorization of the Republic; and
- (ii) are for the time being or are intended to be quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other notes market outside the Republic.

5. Interest

Notes in a Series may be interest bearing or non-interest bearing, as specified in the relevant Final Terms. The Final Terms in relation to interest-bearing Notes in a Series shall specify whether the Notes bear interest on a fixed rate or floating rate basis and shall specify any other interest-related terms.

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its principal amount from (and including) the Interest Commencement Date specified in the applicable Final Terms at the rate(s) per annum equal to the Fixed Rate(s) of Interest, where accrued interest shall be payable in arrears on the Fixed Interest Date(s) in each year and on the Maturity Date so specified if that does not fall on a Fixed Interest Date. The first payment of interest will be made on the Fixed Interest Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not a Fixed Interest Date, will amount to the Initial Broken Amount specified in the applicable Final Terms. If the Maturity Date is not a Fixed Interest Date, interest from (and including) the preceding Fixed Interest Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount specified in the applicable Final Terms.

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

If interest is required to be calculated for a period ending other than on a Fixed Interest Date or if no Fixed Coupon Amount is specified, such interest shall be calculated by applying the Fixed Rate of Interest to the outstanding amount of the Fixed Rate Note, multiplying such sum by the applicable Fixed Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“*Fixed Day Count Fraction*” means:

- (i) if “*Actual/Actual*” is specified in the applicable Final Terms, the actual number of days in the relevant period from (and including) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date divided by the product of the actual number of days in the period from (and including) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding) the next scheduled Fixed Interest Date and the number of Fixed Interest Dates that would occur in one year assuming interest was to be payable in respect of the whole of that year; and
- (ii) if “*30/360*” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the period is the 31st day of a month but the first day of the period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

“*sub-unit*” means, with respect to any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to Euro, means one cent.

(b) *Interest on Floating Rate Notes*

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its principal amount from (and including) the Interest Commencement Date specified in the applicable Final Terms at the Rate of Interest applicable, as provided in (ii) below, with such accrued interest being payable in arrear on either:

- (A) the Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an “*Interest Payment Date*”) that corresponds to the date which falls the number of months or other period specified in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (the “*Specified Period*”).

Such interest will be payable in respect of each period from (and including) an Interest Payment Date (or, in the case of the first such period, the Interest Commencement Date) to (but excluding) the next (or the first) Interest Payment Date (each, an “*Interest Period*”).

If a business day convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day that is not a Business Day (*as defined below*) then, if the business day convention specified is:

- (1) the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below in this subparagraph (1) shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the relevant Specified Period after the preceding applicable Interest Payment Date occurred, in any case where Specified Periods are specified in accordance with Condition 5(b)(i)(B) above; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In addition, if (i) the Floating Rate Convention is specified in the applicable Final Terms, (ii) Specified Periods are specified in accordance with Condition 5(b)(i)(B) above and (iii) any Interest Payment Date falls on the last Business Day in any month, then each subsequent Interest Payment Date shall be the last Business Day in the relevant Specified Period after the preceding applicable Interest Payment Date occurred.

In this Condition, “*Business Day*” means a day which is both:

- (X) a day on which commercial banks and foreign exchange markets settle payments in London and any Additional Business Center specified in the applicable Final Terms; and
- (Y) either (1) in relation to interest payable in a Specified Currency other than Euro, a day (other than Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial center of the country of the relevant Specified Currency (if other than London and any Additional Business Center) or (2) in relation to interest payable in Euro, a day on which the TARGET2 system is open.

In these Conditions, “*TARGET2 system*” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system that was launched on November 19, 2007 or any successor system.

(ii) Rate of Interest

The Rate of Interest applicable for each Interest Period in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

If ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period shall be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), “*ISDA Rate*” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (“*LIBOR*”) or on the Euro-zone inter-bank offered rate (“*EURIBOR*”), the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), “*Floating Rate*,” “*Calculation Agent*,” “*Floating Rate Option*,” “*Designated Maturity*” and “*Reset Date*” have the meanings given to those terms in the ISDA Definitions; and “*ISDA Definitions*” means the 2006 ISDA Definitions as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series (as specified in the applicable Final Terms), as published by the International Swaps and Derivatives Association, Inc.

In these Conditions, “*Euro-zone*” means the region comprised of member states of the European Union (“*Member States*”) that have adopted the Euro as their sole legal tender.

(B) Screen Rate Determination for Floating Rate Notes

If Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest applicable to the Notes for each Interest Period is to be determined by the Calculation Agent, the Rate of Interest for each Interest Period shall be calculated on the following basis:

- (1) if the Reference Rate (as specified in the applicable Final Terms) is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page (as specified in the applicable Final Terms) as of the Relevant Time (as specified in the applicable Final Terms) on the relevant Interest Determination Date (as specified in the applicable Final Terms); or
- (2) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates that appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date; or
- (3) if the Relevant Screen Page is not available or, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than two such Reference Rates appear, in each case as at the Relevant Time on the relevant Interest Determination Date, the Rate of Interest for the relevant Interest Period shall be determined as provided in the preceding paragraph by reference to such other page (the “*Alternative Screen Page*”) on such other information vendor service as is then displaying in the case of (A) above, information comparable to that appearing on the Relevant Screen Page when such quotation last appeared on the Relevant Screen Page and, in the case of (B) above, information comparable to that appearing on the

Relevant Screen Page when no fewer than two such offered quotations appeared; or

- (4) if no Alternative Screen Page is available, the Calculation Agent will:
 - (x) request the office of each Reference Bank in the Business Center (as specified in the applicable Final Terms) to provide a quotation of the Reference Rate quoted by it at approximately the Relevant Time on the Interest Determination Date to prime banks in the Business Center interbank market for an amount that is representative for a single transaction in that market at that time; and
 - (y) determine the arithmetic mean of such quotations; or
- (5) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Business Center of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Business Center of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum, the rate or (as the case may be) the arithmetic mean so determined and the applicable Margin; provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum, the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes for respect of a preceding Interest Period and the applicable Margin.

(iii) Minimum and Maximum Interest Rates

If the applicable Final Terms specifies a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate. If the applicable Final Terms specifies a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate.

(iv) Determination of Rate of Interest and Calculation of Interest Amounts

The Calculation Agent will calculate the amount of interest (the "*Interest Amount*") payable on the Floating Rate Notes for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the outstanding principal amount of the Floating Rate Note, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

"*Day Count Fraction*" means, in respect of the calculation of an amount of interest for any Interest Period:

- (A) if "*Actual/365*" or "*Actual/Actual*" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that

portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

- (B) if “*Actual/365 (Fixed)*” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (C) if “*Actual/360*” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (D) if “*30/360*,” “*360/360*” or “*Bond Basis*” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days (unless (a) the last day of the Interest Period is the 31st day of a month but the first day of the Interest Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened or lengthened to a 30-day month, or (b) the last day of the Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (E) if “*30E/360*” or “*Eurobond Basis*” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days, without regard to the date of the first day or last day of the Interest Period unless, in the case of an Interest Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

(v) Notification of Rate of Interest and Interest Amounts

The Calculation Agent will cause the Rate of Interest and Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Republic, the Fiscal Agent, each Paying Agent, any stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Holders, in accordance with Condition 14 as soon as possible after their determination but (in the case of Notes listed on the Luxembourg Stock Exchange) in no event later than the fourth Luxembourg Business Day (*as defined below*) thereafter or as otherwise required by the rules of any relevant stock exchange. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Republic, the Fiscal Agent, each Paying Agent, each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Holders in accordance with Condition 14 and the provisions of this paragraph (v) above.

“*Luxembourg Business Day*” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets settle payments in Luxembourg.

(vi) Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b) by the Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Republic, the Fiscal Agent, the Registrar, the Calculation Agent, the Paying Agents and all Holders of Notes, Receipts and Coupons and (in the absence as aforesaid) no liability to the Republic or any Holder of Notes, Receipts or Coupons shall attach to the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(c) *Accrual of Interest*

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date fixed for its final redemption unless, upon due presentation thereof, payment of the full redemption amount is improperly withheld or refused. In such event, each Note will continue to bear interest in accordance with this Condition 5 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Holder and (ii) the day that is seven days after the Fiscal Agent has notified the Holders that it has received all sums due in respect of such Note up to such seventh day (except to the extent that there is any subsequent default in payment).

6. Payments

(a) *Method of Payment*

Subject as provided below:

- (i) payments in a Specified Currency other than Euro will be made by transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial center of the country of such Specified Currency; and
- (ii) payments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee in a city in which banks have access to the TARGET2 system or, at the option of the payee, by a Euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8. References to “*Specified Currency*” will include any successor currency under applicable law.

(b) *Presentation of Notes, Receipts and Coupons*

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in paragraph (a) above only against surrender of Definitive Bearer Notes and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against surrender of Coupons, in each case, at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States of the United States and the District of Columbia, its territories and possessions)).

Notwithstanding the foregoing, if any amount of principal and/or interest in respect of any Bearer Notes is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of the Bearer Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Republic has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Republic, adverse tax consequences to the Republic.

In respect of Definitive Bearer Notes, payments of installments of principal (if any), other than the final installment, will (subject as provided below) be made in the manner provided in paragraph (a) above against surrender of the relevant Receipt. Payment of the final installment will be made in the manner provided in paragraph (a) above only against surrender of the relevant Definitive Bearer Note. Each Receipt must be presented for payment of the relevant installment together with the Definitive Bearer Note to which it appertains.

Receipts presented without the definitive Bearer Note to which they appertain do not constitute valid obligations of the Republic. Upon the date on which any definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes in definitive bearer form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons failing to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter. Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any definitive Bearer Note is not a Fixed Interest Date or an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Fixed Interest Date or Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Bearer Note.

Payments of principal and interest (if any) in respect of Bearer Notes represented by any bearer Global Note will (subject as provided below) be made in the manner provided in paragraph (a) above and otherwise in the manner specified in the relevant bearer Global Note against presentation or surrender, as the case may be, of such bearer Global Note at the specified office of any Paying Agent. A record of each payment made against presentation or surrender of such bearer Global Note, distinguishing between any payment of principal and any payment of interest, will be made on such bearer Global Note by such Paying Agent and such record shall be prima facie evidence that the payment in question has been made.

Payments of principal (other than installments of principal (if any) prior to the final installment) in respect of Registered Notes (whether in definitive or global form) will be made in the manner specified in paragraph (a) to the persons in whose name such Registered Notes are registered at the close of business on the business day (being for this purpose a day on which banks are open for business in the city where the Registrar is located) immediately prior to the relevant payment date against presentation and surrender (or, in the case of part payment only of any sum due, endorsement) of such Registered Notes at the specified office of the Registrar, or the Paying Agents.

Payments of interest due on a Registered Note (whether in definitive or global form) and payments of installments of principal (if any) due on a Registered Note (other than the final installment) will be made in the manner specified in paragraph (a) to the person in whose name such Note is registered at the close of business on the fifteenth day (whether or not such fifteenth day is a business day (being for this purpose a day on which banks are open for business in the city where the Registrar is located) prior to such due date (the "*Record Date*")). In the case of payments by cheque, cheques will be mailed to the Holder (or the first named of joint Holders) at such Holder's registered address on the business day (as described above) immediately preceding the due date.

If payment in respect of any Registered Notes is required by credit or transfer as referred to in paragraph (a) above, application for such payment must be made by the Holder to the Registrar not later than the relevant Record Date.

All amounts payable to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. Dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of Euroclear, Clearstream, Luxembourg or DTC, as the case may be, or its

nominee for payment in such Specified Currency or conversion into U.S. Dollars in accordance with the provisions of the Fiscal Agency Agreement.

The Holder of a Global Note (or, as provided in the Fiscal Agency Agreement, the Fiscal Agent) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Republic will be discharged by payment to, or to the order of, the Holder of such Global Note (or the Fiscal Agent, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the beneficial holder of a particular principal amount of Notes represented by such Global Note must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for its share of each payment so made by the Republic to, or to the order of, the Holder of such Global Note (or, as provided in the Fiscal Agency Agreement, the Fiscal Agent). No person other than the Holder of such Global Note (or the Fiscal Agent, as the case may be) shall have any claim against the Republic in respect of any payments due on that Global Note.

(c) *Payment Day*

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the Holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, “*Payment Day*” means any day which is:

- (i) a day on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation;
- (ii) a Business Day (as defined in Condition 5(b)(i));
- (iii) in relation to Notes denominated or payable in Euro, a day on which the TARGET2 system is open; and
- (iv) in the case of any payment in respect of a Restricted Global Note denominated in a Specified Currency other than U.S. Dollars and registered in the name of Euroclear, Clearstream, Luxembourg or DTC, as the case may be, or its nominee and, in respect of which an accountholder of Euroclear, Clearstream, Luxembourg or DTC (with an interest in such Restricted Global Note), as the case may be, has elected to receive any part of such payment in U.S. Dollars, not a day on which banking institutions are authorized or required by law or regulation to be closed in New York City.

(d) *Interpretation of Principal and Interest*

Any reference in these Conditions to principal in respect of Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal of such Notes under Condition 8;
- (ii) the Amortization Amounts of such Notes;
- (iii) the Final Redemption Amount of such Notes;
- (iv) the Early Redemption Amount of such Notes;
- (v) the Optional Redemption Amount(s) (if any) of such Notes; and
- (vi) any premium and any other amounts which may be payable by the Republic under or in respect of such Notes.

Any reference in these Conditions to interest in respect of Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8.

7. Amortization, Redemption and Purchase

(a) Amortization

If specified in the applicable Final Terms, the Notes will be redeemed in the amounts (“*Amortization Amounts*”) and on the dates (“*Amortization Dates*”) set forth in the applicable Final Terms. In the case of early redemption, the Early Redemption Amount will be determined pursuant to paragraph (e) below.

(b) At Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Republic at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

(c) Redemption at the Option of the Republic (Call Option)

If the Call Option is specified in the applicable Final Terms as being applicable, the Republic may, having given:

- (i) not less than 30 nor more than 60 days’ irrevocable notice to the Holders in accordance with Condition 14; and
- (ii) not less than 15 days before the giving of the notice referred to in (i), notice to the Fiscal Agent;

(which notices shall be irrevocable) redeem all or part of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Any such redemption must be of a principal amount equal to the Minimum Redemption Amount or a higher redemption amount. In the case of a partial redemption of Notes (or, as the case may be, parts of Registered Notes), the Notes to be redeemed (“*Redeemed Notes*”) will be selected individually by lot, in the case of Redeemed Notes represented by Definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg and/or, as the case may be, DTC, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the “*Selection Date*”). In the case of Redeemed Notes represented by Definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption. The aggregate principal amount of Redeemed Notes represented by Definitive Notes shall bear the same proportion to the aggregate principal amount of all Redeemed Notes as the aggregate principal amount of Definitive Notes outstanding bears to the aggregate principal amount of all Notes outstanding, in each case on the Selection Date, provided that such first mentioned principal amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination, and the aggregate principal amount of Redeemed Notes represented by a Global Note shall be equal to the balance of the Redeemed Notes. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this sub-paragraph (c) and notice to that effect shall be given by the Republic to the Holders in accordance with Condition 14 at least five days prior to the Selection Date.

(d) Redemption at the Option of the Holders (Put Option)

If the Put Option is specified in the applicable Final Terms as being applicable, upon the Holder of any Note giving to the Republic, in accordance with Condition 14, not less than 30 nor more than 60 days’ irrevocable notice or such other period of notice as is specified in the applicable Final Terms, the Republic will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. If the Put Option is not specified in the applicable Final Terms as being applicable then Holders of Notes shall not have any option to cause the Republic to redeem their Notes as described in this subparagraph (d).

To exercise the right to require redemption of a Note, the Holder of such Note must deliver a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, Transfer Agent or the Registrar (a “Put Notice”) accompanied by, if the Note is in definitive form, the Definitive Note, to the specified office of any Paying Agent, in the case of Bearer Notes, or of any Transfer Agent or the Registrar, in the case of Registered Notes, at any time within the notice period during normal business hours of such Paying Agent, Transfer Agent or the Registrar. In the Put Notice, the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition.

(e) *Early Redemption Amounts*

For the purpose of Condition 10, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (ii) in the case of Notes with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Notes are denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or, if no such amount or manner is so specified in the Final Terms, at their principal amount.

(f) *Purchases*

- (i) *Purchase of Notes by the Republic.* The Republic may at any time purchase Notes in any manner and at any price (provided that, in the case of Bearer Notes in definitive form, these are purchased together with all unmatured Receipts and Coupons appertaining thereto), subject to all applicable laws. If purchases are made by tender, tenders must be available to all Holders alike.
- (ii) *Treatment of Notes purchased by or for the Republic.* All Notes which are purchased by or on behalf of the Republic may, if the Republic so elects, be cancelled. Any Notes so cancelled may not be reissued or resold. The Notes so purchased, while held by or for the account of the Republic, shall not entitle their Holder to vote at any meeting of the Holders of Notes of any Series and shall not be deemed outstanding for the purpose of calculating the quorum at a meeting of the Holders of Notes of any Series or for the purposes of Conditions 10 and 15.

(g) *Cancellation*

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph (f) above (together with all unmatured Receipts and Coupons cancelled therewith) shall be forwarded to the Fiscal Agent (which shall notify the Registrar of such cancelled Notes in the case of Registered Notes) and cannot be reissued or resold.

(h) *Obligation to Redeem*

Upon the expiry of any notice as is referred to in paragraph (c) or (d) above, the Republic shall be bound to redeem the Notes to which the notice referred at the relevant redemption price applicable at the date of such redemption together with, if appropriate, interest accrued to (but excluding) the relevant redemption date.

8. Taxation

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Republic shall be made without withholding or deduction for, or on account of, any present or future taxes, duties assessments or governmental charges of whatsoever nature imposed or levied by or on behalf of the Republic, or any political subdivision of, or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments of other governmental charges is required by law. In such event, the Republic will pay such additional amounts as may be necessary in order that the net amounts received by the Holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of

principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon presented for payment:

- (i) by, or to a third party on behalf of, a Holder of a Note, Receipt or Coupon who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic other than the mere holding of such Note, Receipt or Coupon; or
- (ii) more than 30 days after the Relevant Date except to the extent that the Holder of a Note, Receipt or Coupon would have been entitled to receipt of additional amounts pursuant to this Condition on duly presenting the same for payment on such thirtieth day; or
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Union Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (iv) by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

As used herein, the “*Relevant Date*” means the date on which such payment first becomes due, except that, if the full amount payable has not been duly received by the Fiscal Agent or, as the case may be, the Registrar, on or prior to such due date, it means the date on which notice is given to the Holders, in accordance with Condition 14, that the full amount has been received.

9. Prescription

The Notes, Receipts and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 6(b) or any Talon which would be void pursuant to Condition 6(b).

10. Events of Default

(a) Declaration of Acceleration

If any of the following events (each, an “*Event of Default*”) occurs and is continuing:

- (i) the Republic defaults in the payment of any principal due and payable on or in respect of the Notes in the relevant Series for more than seven days; or
- (ii) the Republic defaults in the payment of any interest due and payable on or in respect of the Notes in the relevant Series for more than 30 days; or
- (iii) the Republic defaults in the due performance and observance of any other provision contained in the Notes in the relevant Series and such default (if capable of remedy) is not remedied for 30 days after written notice thereof shall have been given to the Republic at the specified office of the Fiscal Agent; or
- (iv) there occurs any default by the Republic in the due and punctual payment of the principal of, or premium or prepayment charge, if any, or interest on, any Public External Indebtedness of or assumed or guaranteed by the Republic having an aggregate principal amount in excess of U.S.\$20,000,000 (or its equivalent in any other currency or currencies) when and as the same shall become due and payable, and such default shall continue for more than the original period of grace, if any, applicable thereto, unless such payment is being contested in good faith

by the Republic (the term “*original period of grace*” as used herein meaning that grace period fixed by the terms of the agreement or instrument under which such indebtedness was created, but specifically not including any extension in the time permitted for such payment or any waiver or delay in the requirement for such payment which has been separately agreed to between the obligor and obligee); or

- (v) there occurs any default giving the creditor the right to demand repayment (other than a default in payment) in respect of any Public External Indebtedness of or assumed or guaranteed by the Republic having an aggregate principal amount in excess of U.S.\$20,000,000 (or its equivalent in any other currency or currencies) and repayment is demanded, provided that such default continues for more than the original period of grace, if any, applicable thereto and that such repayment is not being contested in good faith by the Republic; or
- (vi) the Republic enters into any arrangement with its creditors generally for the rescheduling or postponement of, or declares or imposes a moratorium on, the payment of any Public External Indebtedness of or assumed or guaranteed by the Republic having an aggregate principal amount in excess of U.S.\$20,000,000 (or its equivalent in any other currency or currencies);

then the Holders of at least 25% in aggregate principal amount of the outstanding Notes may, by notice in writing to the Republic, with a copy to the Fiscal Agent, declare all the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their principal amount together with, if appropriate, accrued interest without further action or formality. Notice of any such declaration shall promptly be given to all other Holders by the Republic.

No delay or omission of any Holder or any party to the Fiscal Agency Agreement to exercise any right or remedy accruing upon any Event of Default or otherwise shall impair any such right or remedy or constitute a waiver of any such Event of Default or any other breach of obligations under the Fiscal Agency Agreement or any acquiescence therein.

(b) Withdrawal of Declaration of Acceleration

If the Republic receives notice in writing from Holders of at least 50% in aggregate principal amount of the outstanding Notes to the effect that the Event of Default or Events of Default giving rise to any above-mentioned declaration of acceleration is or are cured following any such declaration and that such Holders wish the relevant declaration to be withdrawn, the Republic shall give notice thereof to the Holders, with a copy to the Fiscal Agent, whereupon the relevant declaration shall be withdrawn and shall have no further effect but without prejudice to any rights or obligations that may have arisen before the Republic gives such notice (whether pursuant to these Conditions or otherwise). No such withdrawal shall affect any other or any subsequent Event of Default or any right of any Holder in relation thereto.

11. Replacement of Notes, Receipts and Coupons

Should any Note, Receipt or Coupon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or the Paying Agent in Luxembourg (in the case of Bearer Notes, Receipts and Coupons) or of the Registrar (in the case of Registered Notes), subject to all applicable laws and stock exchange requirements, upon payment by the claimant of such costs, expenses, taxes and duties as may be incurred in connection therewith and on such terms as to evidence, indemnity and security as the Republic may reasonably require. Mutilated or defaced Notes, Receipts or Coupons must be surrendered before replacements will be issued.

12. Fiscal Agent, Registrar, Exchange Agent, Paying and Transfer Agents

The names of the initial Fiscal Agent, the initial Paying Agents, the initial Exchange Agent, the initial Registrar and the other initial Transfer Agents and their initial specified offices are set forth in the Fiscal Agency Agreement. The Republic is, upon prior notice to the Fiscal Agent, entitled to vary or terminate the appointment of any Paying Agent, the Exchange Agent, Registrar or Transfer Agent and/or appoint additional or other Paying Agents, Exchange Agents, Registrars or Transfer Agents and/or approve any change in the specified office through which any Paying Agent, Exchange Agent, Registrar or Transfer Agent acts, provided that:

- (i) so long as the Notes are listed on any stock exchange, there will at all times be a Paying Agent and, if appropriate, a Registrar and Transfer Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;
- (ii) there will at all times be a Paying Agent and a Transfer Agent with a specified office in a city in continental Europe (which shall be Luxembourg, so long as the Notes are listed on the Luxembourg Stock Exchange);
- (iii) there will at all times be a Registrar and a Transfer Agent with a specified office in New York City;
- (iv) so long as any of the Registered Global Notes payable in a Specified Currency other than U.S. Dollars are held through Euroclear and/or Clearstream, Luxembourg or DTC, as the case may be, or its nominee, there will at all times be an Exchange Agent with a specified office in New York City; and
- (v) there will at all times be a Fiscal Agent.

The Republic shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the second paragraph of Condition 6(b). In addition, the Republic agrees to appoint and maintain a Paying Agent in a Member State of the European Union that will not be obligated to withhold or deduct tax pursuant to European Union Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with Condition 14.

In acting under the Fiscal Agency Agreement, the Fiscal Agent, the Exchange Agent, the Registrar, the Paying Agents and the Transfer Agents act solely as agents of the Republic and, in certain limited circumstances, of the Fiscal Agent and do not assume any obligation or trust for or with any Holders.

13. Exchange of Talons

On and after the Fixed Interest Date or the Interest Payment Date, as appropriate, on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent or any Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Bearer Note to which it appertains) a further Talon, subject to the provisions of Condition 9. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Fixed Interest Date or the Interest Payment Date (as the case may be) on which the final Coupon comprised in the relative Coupon sheet matures.

14. Notices

(a) Notices to Holders while Notes are held in Global Form

So long as any Notes are evidenced by a Global Note and such Global Note is held by or on behalf of DTC, Euroclear or Clearstream, Luxembourg, notices to Holders may be given by delivery of such notice to the relevant clearing systems for communication by them to entitled account holders; provided that, so long as the Notes are listed on any stock exchange, notice will also be published or otherwise given in accordance with the rules of such stock exchange. In respect of Notes listed on the Official List of the Luxembourg Stock Exchange, notice will be published on the website of the Luxembourg Stock Exchange, being www.bourse.lu.

(b) Notices to Holders of Registered Definitive Notes

Notices to Holders of Definitive Notes in registered form will be deemed to be validly given if sent by first class mail (or the equivalent) or (if posted to an overseas address) by airmail to the Holders of those Notes at their respective addresses as recorded in the Register for those Notes, and will be deemed to have been validly given on the fourth day after the date of mailing as provided above or, if posted from a country other than that of the

addressee, on the fifth day after the date of such mailing. In respect of Definitive Notes in registered form listed on the Official List of the Luxembourg Stock Exchange, notice will be published on the website of the Luxembourg Stock Exchange, being www.bourse.lu.

(c) *Notices to Holders of Bearer Definitive Notes*

Notices to Holders of Bearer Definitive Notes shall be given by publication in a leading English-language daily newspaper published in London, which is expected to be the *Financial Times*, provided that, so long as the Notes are listed on any stock exchange, notice will also be published or otherwise given in accordance with the rules of such stock exchange. In respect of Bearer Definitive Notes listed on the Official List of the Luxembourg Stock Exchange, notice will be published on the website of the Luxembourg Stock Exchange, being www.bourse.lu.

Holders of Receipts and Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Definitive Notes in bearer form in accordance with this Condition.

(d) *Effect of Certain Notices*

Neither the failure to give notice nor any defect in any notice given to any particular Holder of a Note shall affect the sufficiency of any notice with reference to other Holders.

(e) *Notices to the Republic and Any Agent*

Except as otherwise expressly provided herein, any request, demand, authorization, direction, notice, consent, election, waiver or other act of Holders of Notes or any delivery of other documents provided or permitted by the Fiscal Agency Agreement to be made upon, given or furnished to, or filed by any Holder of Notes with:

- (i) the Fiscal Agent shall be sufficient for every purpose hereunder and under the Fiscal Agency Agreement if made, given, furnished or filed in writing to the Fiscal Agent at its office specified herein or pursuant to the Fiscal Agency Agreement to the attention of the Corporate Trust Agency Group; or
- (ii) the Republic shall be sufficient for every purpose hereunder and under the Fiscal Agency Agreement (unless otherwise herein or therein expressly provided) if made, given, furnished or filed in writing to or with the Republic at the address specified on the signature pages of the Fiscal Agency Agreement, or at any other address previously furnished in writing to the Fiscal Agent by the Republic.

Any such notice by a Holder of Notes may be furnished or filed by any standard form of telecommunications, so long as such notice is confirmed in writing by the Holder of Notes or its agent and delivered promptly by airmail to the Fiscal Agent or the Republic, as the case may be or, so long as the Notes are represented by Global Notes, through the relevant Clearing Agent's internal communication system utilized for communication with its respective member organizations to the Principal Paying Agent *via* DTC, Euroclear or Clearstream, Luxembourg, in such manner as the Principal Paying Agent and DTC, Euroclear or Clearstream, Luxembourg, as the case may be, may approve for this purpose. The Republic or the Fiscal Agent, as the case may be, may require any Holder of Notes giving notice to furnish proof of its holding of Notes.

15. Meetings of Holders, Modification and Waiver

- (a) The Fiscal Agency Agreement contains provisions for convening meetings of Holders of Notes of any Series to consider any matter affecting their interests, including the modification of these Conditions or the provisions of the Fiscal Agency Agreement, provided that no modification of the Conditions or the Fiscal Agency Agreement may be made without the consent or affirmative vote (by person or by proxy) of persons holding or representing no less than 75 percent in aggregate principal amount of Notes then represented at the relevant meeting of Holders of Notes of such Series which would (i) change the due date for any amount payable by the Republic under the Notes of such Series; (ii) reduce or cancel any portion of the principal amount of the Notes or the amount of interest or any other amount payable under the Notes or modify the rate of interest on the Notes of such Series; (iii) modify the currency of payment under the Notes of such Series; (iv) change the identity of any person obligated under the Notes of such Series or the release, in whole or in part, of any such person; or (v) modify the provisions of the Conditions or the Fiscal Agency Agreement relating to the quorum required at any meeting of

Holders of Notes of such Series or the percentage of Holders of Notes of such Series required to pass any resolution or otherwise modify the provisions summarized in this paragraph. A resolution duly passed in accordance with the provisions of the Fiscal Agency Agreement at any meeting of Holders of Notes of such Series will be binding on all Holders of Notes of such Series, whether or not they are present at the meeting and whether or not they vote in favor.

- (b) The Republic, without the consent of the Holders of Notes of any Series, may make any modification to any of these Conditions or any of the provisions of the Fiscal Agency Agreement which in its opinion is for any of the following purposes:
- (i) to add to the covenants of the Republic for the benefit of the Holders of the Notes of such Series or surrender any right or power conferred upon the Republic in the Fiscal Agency Agreement; or
 - (ii) to add any additional Events of Default; or
 - (iii) to evidence and provide for the acceptance of appointment under the Fiscal Agency Agreement by a successor Fiscal Agent or other Agent and to add to or change any of the provisions of the Fiscal Agency Agreement as shall be necessary to provide for, or facilitate the administration of, the Fiscal Agency Agreement; or
 - (iv) to cure any ambiguity or to correct or supplement any provision herein or in the Fiscal Agency Agreement that may be inconsistent with any other provision herein or therein or that is otherwise defective or to make any other provision with respect to matters or questions arising under the Fiscal Agency Agreement as the Republic may deem necessary or desirable, *provided that* such action pursuant to this clause (iv) shall not adversely affect the interest of the Holder of Notes of such Series in any material respect; or
 - (v) to correct a manifest error; or
 - (vi) to make any other change that does not adversely affect the rights of any Holder of such Series.
- (c) Any such modification shall be binding on the Holders of Notes of such Series and shall be notified to the Holders of Notes of such Series by the Republic in accordance with Condition 14 as soon as practicable.
- (e) The Fiscal Agency Agreement also provides that Holders may adopt resolutions in writing in lieu of meetings for all of the foregoing purposes and that certain modifications to the Fiscal Agency Agreement may not be made without the consent of the Agents.

16. Further Issues

The Republic shall be at liberty from time to time without the consent of the Holders of Notes, Receipts or Coupons to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the issue date, the issue price and the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

17. Enforcement

So long as the Notes in a Series are represented by one or more Registered Global Notes, if an Event of Default shall have occurred and be continuing, each Holder of an interest in a Registered Global Note (as evidenced by the records of accounts with Euroclear, Clearstream, Luxembourg or, if applicable, DTC) may, after notice to the registered owner of the relevant Registered Global Note, but without the consent of that registered owner, and without joining that registered owner, file any claim, take any action or institute any proceedings to enforce directly against the Republic, or otherwise in respect of the Republic's obligations in respect of the Notes relating to that Holder's interest in the relevant Registered Global Note, as it appears on the date the proceedings are commenced in the book-entry settlement system of the relevant Clearing System, without need to produce such Registered Global Note, provided that the registered owner thereof has not theretofore filed a claim, taken action or instituted proceedings to enforce those obligations. Subject to the foregoing, if any Event of Default occurs and is continuing in respect of any Notes owned by a particular Holder (irrespective of the form thereof),

such Holder may in its own name institute judicial proceedings for the collection of the sums due to such Holder and unpaid in respect of the Notes owned by it, may prosecute such proceedings to judgment or final decree and may enforce the same against the Republic or any other obligor upon such Notes and collect the property adjudged or decreed to be payable in the manner provided by law. In any event, the aggregate principal amount of a Global Note shall be reduced by the principal amount of each Note represented thereby in respect of which the Republic's obligations have been discharged as a result of any such claim, action or proceedings brought by the Holder of such an interest, or final settlement in respect thereof, and any Definitive Note so discharged shall be cancelled.

18. Indemnification of the Fiscal Agent and Other Agents

The Fiscal Agency Agreement contains provisions for the indemnification of the Fiscal Agent and the other Agents and for their relief from responsibility, including provisions relieving them from taking action unless indemnified to their satisfaction. The Fiscal Agent and each other Agent is entitled to enter into business transactions with the Republic without accounting for any profit. The Fiscal Agent and the other Agents are agents of the Republic and none of them is a trustee or fiduciary for any of the Holders of the Notes.

19. Governing Law and Submission to Jurisdiction

The Fiscal Agency Agreement and the Notes shall be construed and interpreted in accordance with the law of the State of New York, which shall govern them and any controversy or claim arising out of or relating to any of them, without reference to conflicts of laws principles. The Republic irrevocably agrees for the benefit of each Holder of Notes that the courts of the State of New York and of the United States sitting in The City of New York, Borough of Manhattan, shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Fiscal Agency Agreement or the Notes and that, accordingly, any suit, action or proceedings arising out of or in connection therewith (together referred to as "*Related Proceedings*") may be brought in any such courts. Related Proceedings may also be brought in the courts of the Republic. The Republic irrevocably submits to the jurisdiction of the courts referred to in this Condition for purposes of any Related Proceedings.

To the extent that the Republic may in any jurisdiction claim or acquire for itself or its assets immunity (sovereign or otherwise) from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process (whether through service or notice or otherwise), the Republic irrevocably agrees for the benefit of the Holders of Notes not to claim, and irrevocably waives, such immunity, to the fullest extent permitted by the laws of such jurisdiction. The waiver of immunity in this paragraph shall have the fullest scope permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and is intended to be irrevocable for purposes of such Act but shall otherwise constitute a limited and specific waiver for the purpose of the Fiscal Agency Agreement and the Notes and under no circumstances shall it be interpreted as a general waiver by the Republic or a waiver of immunity in respect of property that is used solely or principally for official purposes (such as ambassadorial and consular real property and buildings and the contents thereof, or any bank accounts of embassies or consulates to the extent of monies maintained therein for ambassadorial, consular or other official purposes, but not commercial purposes, in each case necessary for the proper official, ambassadorial or consular functioning of the Republic).

The Republic irrevocably appoints the person who from time to time is the Consul of the Republic in The City of New York as its agent in the United States to receive service of process in any Related Proceedings in The City of New York based on or in connection with the Fiscal Agency Agreement or any of the Notes.

SCHEDULE B: FORM OF NOTES

PART I: FORM OF TEMPORARY GLOBAL NOTE

THIS NOTE (OR ITS PREDECESSOR) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. TERMS USED HEREIN HAVE THE MEANINGS GIVEN THEM IN REGULATIONS UNDER THE SECURITIES ACT.

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

THE BEARER OF THIS GLOBAL NOTE WILL NOT (UNLESS UPON DUE PRESENTATION OF THIS GLOBAL NOTE FOR EXCHANGE, DELIVERY OF THE APPROPRIATE NUMBER OF DEFINITIVE BEARER NOTES (TOGETHER WITH THE COUPONS APPERTAINING THERETO) OR, AS THE CASE MAY BE, ISSUE AND DELIVERY (OR, AS THE CASE MAY BE, ENDORSEMENT) OF THE PERMANENT GLOBAL NOTE IS IMPROPERLY WITHHELD OR REFUSED AND SUCH WITHHOLDING OR REFUSAL IS CONTINUING AT THE RELEVANT PAYMENT DATE) BE ENTITLED TO RECEIVE ANY PAYMENT HEREON DUE ON OR AFTER THE EXCHANGE DATE.

The Lebanese Republic (the “**Republic**”)

TEMPORARY GLOBAL NOTE

1. Introduction

This Note is a Temporary Global Note in respect of a duly authorized issue of Notes of the Republic (the “**Notes**”) of the Principal Amount, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Notes (the “**Final Terms**”), a copy of which is annexed hereto.

2. References to Conditions

References herein to the Conditions shall be to the Terms and Conditions of the Notes as set out in Schedule A to the Fiscal Agency Agreement (as defined below), as supplemented, replaced and modified by the Final Terms, but, in the event of any conflict between the provisions of the Conditions and the information in the Final Terms, the Final Terms will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Global Note.

3. Fiscal Agency Agreement

This Global Note is issued subject to, and with the benefit of, the Conditions and an amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between the Republic, the Fiscal Agent and the Agents.

4. Promise to pay The Republic, subject as hereinafter provided and subject to and in accordance with the Conditions and the Fiscal Agency Agreement, agrees to pay to the bearer hereof on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note

may become due and repayable in accordance with the Conditions and the Fiscal Agency Agreement, the amount payable under the Conditions in respect of such Notes on each such date and to pay interest (if any) on the principal amount of the Notes from time-to-time represented by this Global Note calculated and payable as provided in the Conditions and the Fiscal Agency Agreement together with any other sums payable under the Conditions and the Fiscal Agency Agreement, upon presentation and, at maturity, surrender of this Global Note at the specified office of the Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB or such other specified office as may be specified for this purpose in accordance with the Conditions or at the specified office of any of the other Paying Agents located outside the United States, its territories and possessions (except as provided in the Conditions) from time-to-time appointed by the Republic in respect of the Notes.

5. Principal and interest On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Republic in Schedule One hereto and the relevant space in Schedule One hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Republic. Upon any such redemption or purchase and cancellation, the principal amount of this Global Note and the Notes represented by this Global Note shall be reduced by the principal amount of such Notes so redeemed or purchased and cancelled. The principal amount from time-to-time of this Global Note and of the Notes represented by this Global Note following any such redemption or purchase and cancellation, as aforesaid, or any exchange as referred to below shall be the principal amount most recently entered in the relevant column in Part A or B of Schedule One hereto or in Schedule Two hereto.

6. Payments prior to exchange Payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will only be made to the bearer hereof to the extent that there is presented to the Republic and the Fiscal Agent on its behalf by Euroclear or Clearstream, Luxembourg a certificate in or substantially in the form set out in Part VII of Schedule B to the Fiscal Agency Agreement to the effect that it has received from or in respect of a person entitled to a particular principal amount of the Notes represented by this Global Note (as shown by its records) a certificate in or substantially in the form of Certificate "A" as set out in Part VII of Schedule B to the Fiscal Agency Agreement.

The bearer of this Global Note will not (unless upon due presentation of this Global Note for exchange, delivery of the appropriate number of Definitive Bearer Notes (together with the Coupons appertaining thereto) or, as the case may be, issue and delivery (or, as the case may be, endorsement) of the Permanent Global Note is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment hereon due on or after the Exchange Date.

7. Exchange On or after the date (the "Exchange Date") which is the later of (i) 40 days after the Issue Date and (ii) the expiry of the period that ends 40 days after completion of the distribution of this Tranche of Notes, as certified by the relevant Dealer(s) to the Republic and the Fiscal Agent, this Global Note may be exchanged, as specified in the Final Terms, (a) in whole, but not in part, for Definitive Bearer Notes and (if applicable) Receipts, Coupons and/or Talons in or substantially in the forms set out in Parts III, IV, V and VI of Schedule B to the Fiscal Agency Agreement (on the basis that all the appropriate details have been included on the face of such Definitive Bearer Notes and (if applicable) Receipts, Coupons and/or Talons and the relevant information supplementing, replacing or modifying the Conditions appearing in the Final Terms has been endorsed on or attached to such Definitive Bearer Notes) or (b) in whole or in part for a Permanent Global Note in or substantially in the form set out in Part II of Schedule B to the Fiscal Agency Agreement (together with the Final Terms attached thereto) upon notice being given by Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in this Global Note and subject, in the case of Definitive Bearer Notes, to such notice period as is specified in the Final Terms. If Definitive Bearer Notes and (if applicable) Receipts, Coupons and/or Talons have already been issued in exchange for all the Notes represented for the time being by the Permanent Global Note, then this Global Note may only

thereafter be exchanged for Definitive Bearer Notes and (if applicable) Receipts, Coupons and/or Talons pursuant to the terms hereof. Presentation of this Global Note for exchange shall be made by the bearer hereof on any day (other than a Saturday or Sunday) on which banks are open for business in London at the office of the Fiscal Agent specified above. The Republic shall procure that Definitive Bearer Notes or (as the case may be) the Permanent Global Note shall be so issued and delivered in exchange for only that portion of this Global Note in respect of which there shall have been presented to the Republic and the Fiscal Agent on its behalf by a depository for Euroclear and/or Clearstream, Luxembourg a certificate in or substantially in the form set out in Part VII of Schedule B to the Fiscal Agency Agreement to the effect that it has received from or in respect of a person entitled to a particular principal amount of the Notes represented by this Global Note (as shown by its records) a certificate in or substantially in the form of Certificate "A" as set out in Part VII of Schedule B to the Fiscal Agency Agreement.

On an exchange of the whole of this Global Note, this Global Note shall be surrendered to the Fiscal Agent.

8. Details of exchange On an exchange of part only of this Global Note, details of such exchange shall be entered by or on behalf of the Republic in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange shall be signed by or on behalf of the Republic, whereupon the principal amount of this Global Note and the Notes represented by this Global Note shall be reduced by the principal amount of this Global Note so exchanged. On any exchange of interests in this Global Note for interests in a Permanent Global Note, details of such exchange shall be entered by or on behalf of the Republic in Schedule Two to the Permanent Global Note and the relevant space in Schedule Two thereto recording such exchange shall be signed by or on behalf of the Republic.

9. Conditions apply Until the exchange of the whole of this Global Note as aforesaid, the bearer hereof shall in all respects (except as otherwise provided herein) be entitled to the same benefits as if he were the bearer of Definitive Bearer Notes and the relative Receipts and/or Coupons and/or Talons (if any) in the form(s) set out in Parts III, IV, V and VI (as applicable) of Schedule B to the Fiscal Agency Agreement.

10. Clearing Systems Each person (other than Euroclear or Clearstream, Luxembourg (each a “Clearing System”)) who is for the time being shown in the records of a Clearing System as the holder of a particular principal amount of the Notes represented by this Global Note (each an “Accountholder”) (in which regard any certificate or other document issued by a Clearing System as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Republic, the Fiscal Agent and any other Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal and interest on such Notes, the right to which shall be vested, as against the Republic, solely in the bearer of this Global Note in accordance with and subject to the terms of this Global Note and the Fiscal Agency Agreement.

11. Prescription Claims in respect of principal and interest in respect of this Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8).

12. Notices So long as the Notes are represented by this Global Note, notices to Noteholders may be given by delivery of the relevant notice to Euroclear or, as the case may be, Clearstream, Luxembourg for communication by them to Accountholders in substitution for publication as required by the Conditions provided that, in the case of Notes listed on any stock exchange, the requirements (if any) of such stock exchange(s) have been complied with. Such notices shall be deemed to have been given to the relevant Accountholders as of the seventh day after the day on which they are given to Euroclear or, as the case may be, Clearstream, Luxembourg or, as the case may be, they are dispatched by the Fiscal Agent.

13. Optional redemption For so long as any of the Notes are represented by this Global Note, no drawing of Notes will be required under Condition 7(c) in the event that the Republic exercises any option thereunder. In such event the standard procedures of the Clearing Systems shall operate to determine which interests in this Global Note are to be subject to such option. For so long as the Notes are represented by this Global Note, the owner of a beneficial interest herein may exercise its option to redeem under Condition 7(d) (where such put option is specified in the applicable Final Terms as being applicable) by depositing the redemption notice with any Paying Agent, together with an authority to the relevant Clearing System to effect redemption (in accordance with its operating procedures and rules) of the portion of this Global Note which represents the Notes then being redeemed.

14. Governing law This Global Note is governed by, and shall be construed in accordance with, New York law.

[SIGNATURE PAGE FOLLOWS]

This Global Note shall not be valid unless authenticated by Deutsche Bank AG, London, as Paying Agent.

IN WITNESS whereof the Republic has caused this Global Note to be signed on its behalf.

Issued as of

THE LEBANESE REPUBLIC.

By:
Authorized Officer

Authenticated without recourse, warranty or liability by Deutsche Bank AG, London Branch, as Paying Agent.

By:
Authorized Officer

**Schedule One
Part A
Interest Payments**

| Date made | Interest Payment Date | Total amount of interest payable | Amount of interest paid | Confirmation of payment by or on behalf of the Republic |
|-----------|-----------------------|----------------------------------|-------------------------|---|
| | | | | |

**Part B
Redemptions**

| Date made | Total amount of principal payable | Amount of principal paid | Remaining principal amount of this Global Note following such redemption* | Confirmation of redemption by or on behalf of the Republic |
|-----------|-----------------------------------|--------------------------|---|--|
| | | | | |

* See most recent entry in Part C of this Schedule One or in Schedule Two in order to determine this amount.

Part C
Purchases and Cancellations

| Date made | Part of principal amount of this Global Note purchased and cancelled | Remaining principal amount of this Global Note following such purchase and cancellation* | Confirmation of purchase and cancellation by or on behalf of the Republic |
|-----------|--|--|---|
| | | | |

* See most recent entry in Part B of this Schedule One or in Schedule Two in order to determine this amount.

Schedule Two
Exchanges for Definitive Bearer Notes or Permanent Global Note

The following exchanges of a part of this Global Note for Definitive Bearer Notes or a part of a Permanent Global Note have been made:

| Date made | Principal amount of this Global Note exchange for Definitive Bearer Notes or a part of a Permanent Global Note | Remaining principal amount of this Global Note following such exchange* | Notation made by or on behalf of the Republic |
|-----------|--|---|---|
| | | | |

* See most recent entry in Part B or C of Schedule One or in this Schedule Two in order to determine this amount.

PART II: FORM OF PERMANENT GLOBAL NOTE

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

The Lebanese Republic (the “Republic”)

PERMANENT GLOBAL NOTE

1. Introduction This Note is a Permanent Global Note in respect of a duly authorized issue of Notes of the Republic (the “Notes”) of the Principal Amount, Specified Currency(ies) and Specified Denomination(s) as are specified in the Final Terms applicable to the Notes (the “Final Terms”), a copy of which is annexed hereto.

2. References to Conditions References herein to the Conditions shall be to the Terms and Conditions of the Notes as set out in Schedule A to the Fiscal Agency Agreement (as defined below), as supplemented, replaced and modified by the Final Terms, but, in the event of any conflict between the provisions of the Conditions and the information in the Final Terms, the Final Terms will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Global Note.

3. Fiscal Agency Agreement This Global Note is issued subject to, and with the benefit of, the Conditions and an amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “Fiscal Agency Agreement”), and made between the Republic, the Fiscal Agent and the Agents.

4. Promise to pay The Republic, subject to and in accordance with the Conditions and the Fiscal Agency Agreement, agrees to pay to the bearer hereof on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note may become due and repayable in accordance with the Conditions and the Fiscal Agency Agreement, the amount payable under the Conditions in respect of such Notes on each such date and to pay interest (if any) on the principal amount of the Notes from time-to-time represented by this Global Note calculated and payable as provided in the Conditions and the Fiscal Agency Agreement together with any other sums payable under the Conditions and the Fiscal Agency Agreement, upon presentation and, at maturity, surrender of this Global Note at the specified office of the Paying Agent at Winchester House, 1 Great Winchester Street, London EC2N 2DB, England or such other specified office as may be specified for this purpose in accordance with the Conditions or at the specified office of any of the other Paying Agents located outside the United States, its territories and possessions (except as provided in the Conditions) from time-to-time appointed by the Republic in respect of the Notes.

5. Principal and interest On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note, details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Republic in Schedule One hereto and the relevant space in Schedule One hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Republic. Upon any such redemption or purchase and cancellation, the principal amount of this Global Note and the Notes represented by this Global Note shall be reduced by the principal amount of such Notes so redeemed or purchased and cancelled. The principal amount from time-to-time of this Global Note and of the Notes represented by this Global Note following any such redemption or purchase and cancellation as aforesaid, or any exchange as referred to below shall be the principal amount most recently entered in the relevant column in Part B or C of Schedule One hereto or in Schedule Two hereto.

6. Increase in principal amount On any exchange of the Temporary Global Note issued in respect of the Notes for this Global Note or any part hereof, details of such exchange shall be entered by or on behalf of the Republic in Schedule Two hereto and the relevant space in Schedule Two hereto recording such exchange shall be signed by or on behalf of the Republic, whereupon the principal amount of this Global Note.

7. Exchange This Global Note may be exchanged in whole, but not in part, for Definitive Bearer Notes and (if applicable) Receipts, Coupons and/or Talons in or substantially in the forms set out in Parts III, IV, V and VI of Schedule B to the Fiscal Agency Agreement (on the basis that all the appropriate details have been included on the face of such Definitive Bearer Notes and (if applicable) Receipts, Coupons and/or Talons and the relevant information supplementing, replacing or modifying

the Conditions appearing in the Final Terms has been endorsed on or attached to such Definitive Bearer Notes) if (a) an event set forth in Condition 2(a) has occurred or (b) if so specified in the Final Terms, at the option of the bearer hereof, and upon the bearer's request, or at the option of the Republic, and upon the Republic's request, in all cases at the cost and expense of the Republic. Subject to at least 30 days' written notice (in the case of notice from the bearer pursuant to (b) of the preceding sentence) or 14 days' written notice (in any other case) being given to the Fiscal Agent, such exchange will be made upon presentation of this Global Note by the bearer hereof on any day (other than a Saturday or Sunday) on which banks are open for business in London at the office of the Fiscal Agent specified above. The aggregate principal amount of Definitive Bearer Notes issued upon exchange of this Global Note will be equal to the aggregate principal amount of this Global Note. Upon such exchange, this Global Note shall be cancelled by the Fiscal Agent.

8. Conditions to apply Until the exchange of the whole of this Global Note as aforesaid, the bearer hereof shall in all respects be entitled to the same benefits as if he were the bearer of Definitive Bearer Notes and the relative Receipts and/or Coupons and/or Talons (if any) in the form(s) set out in Parts III, IV, V and VI (as applicable) of Schedule B to the Fiscal Agency Agreement.

9. Clearing Systems Each person (other than Euroclear or Clearstream, Luxembourg (each a "Clearing System")) who is for the time being shown in the records of a Clearing System as the holder of a particular principal amount of the Notes represented by this Global Note (each an "Accountholder") (in which regard any certificate or other document issued by a Clearing System as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Republic, the Fiscal Agent and any other Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal and interest on such Notes, the right to which shall be vested, as against the Republic, solely in the bearer of this Global Note in accordance with and subject to the terms of this Global Note and the Fiscal Agency Agreement.

10. Prescription Claims in respect of principal and interest in respect of this Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8).

11. Notices So long as the Notes are represented by this Global Note, notices to Noteholders may be given by delivery of the relevant notice to Euroclear or Clearstream, Luxembourg for communication by them to accountholders in distribution for publication as required by the conditions; provided that, in the case of Notes listed on any stock exchange, the requirements (if any) of such stock exchange(s) have been complied with. Such notices shall be deemed to have been given to the relevant Accountholders as of the seventh day after the day on which they are given to Euroclear or, as the case may be, Clearstream, Luxembourg or, as the case may be, they are dispatched by the Fiscal Agent.

12. Optional redemption For so long as any of the Notes are represented by this Global Note, no drawing of Notes will be required under Condition 7(c) in the event that the Republic exercises any option thereunder. In such event the standard procedures of the Clearing System shall operate to determine which interests in this Global Note are to be subject to such option. For so long as the Notes are represented by this Global Note the owner of a beneficial interest herein may exercise its option to redeem under Condition 7(d) (where such put option is specified in the applicable Final Terms as being applicable) by depositing the redemption notice with any Paying Agent, together with an authority to the relevant Clearing System to effect redemption (in accordance with its operating procedures and rules) of the portion of this Global Note which represents the Notes then being redeemed.

13. Governing law This Global Note is governed by, and shall be construed in accordance with, New York law.

[SIGNATURE PAGE FOLLOWS]

This Global Note shall not be valid unless authenticated by Deutsche Bank AG, London Branch, as Paying Agent.

IN WITNESS whereof the Republic has caused this Global Note to be signed on its behalf.

Issued as of

THE LEBANESE REPUBLIC.

By:
Authorized Officer

Authenticated without recourse, warranty or liability by Deutsche Bank AG, London Branch, as Paying Agent.

By:
Authorized Officer

**Schedule One
Part A
Interest Payments**

| Date made | Interest Payment Date | Total amount of interest payable | Amount of interest paid | Confirmation of payment by or on behalf of the Republic |
|-----------|-----------------------|----------------------------------|-------------------------|---|
| | | | | |

**Part B
Redemptions**

| Date made | Total amount of principal payable | Amount of principal paid | Remaining principal amount of the Global Note following such redemption*** | Confirmation of redemption by or on behalf of the Republic |
|-----------|-----------------------------------|--------------------------|--|--|
| | | | | |

*** See most recent entry in Part C of this Schedule One or in Schedule Two in order to determine this amount.

Part C
Purchases and Cancellations

| Date made | Part of principal amount of this Global Note purchased and cancelled | Remaining principal amount of this Global Note following such purchase and cancellation**** | Confirmation of purchase and cancellation by or on behalf of the Republic |
|-----------|--|---|---|
| | | | |

**** See most recent entry in Part B of this Schedule One or in Schedule Two in order to determine this amount.

**Schedule Two
Exchanges**

| Date made | Principal amount of Temporary Global Note exchanged for this Global Note | Remaining principal amount of this Global Note following such exchange***** | Notation made by or on behalf of the Republic |
|-----------|--|---|---|
| | | | |

***** See most recent entry in Part B or C Schedule One or in the Schedule Two in order to determine this amount.

PART III: FORM OF DEFINITIVE BEARER NOTE

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

The Lebanese Republic (the “Republic”)

[Specified Currency and Principal Amount of Tranche] Notes due [Year of Maturity]

This Note is one of a Series of Notes of [Specified Currency(ies) and Specified Denomination(s)] each of the Republic (“**Notes**”). References herein to the Conditions shall be to the Terms and Conditions [endorsed hereon/set out in Schedule A to the Fiscal Agency Agreement (as defined below) which shall be incorporated by reference herein and have effect as if set out herein] as supplemented, replaced and modified by the relevant information (appearing in the Final Terms (the “**Final Terms**”)) endorsed hereon but, in the event of any conflict between the provisions of the said Conditions and such information in the Final Terms, such information will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Note. This Note is issued subject to, and with the benefit of, the Conditions and an amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between the Republic, the Fiscal Agent and the Agents.

The Republic, subject to and in accordance with the Conditions and the Fiscal Agency Agreement, agrees to pay to the bearer hereof on the Maturity Date or on such earlier date as this Note may become due and repayable in accordance with the Conditions and the Fiscal Agency Agreement, the amount payable on redemption of this Note and to pay interest (if any) on the principal amount of this Note calculated and payable as provided in the Conditions and the Fiscal Agency Agreement together with any other sums payable under the Conditions and the Fiscal Agency Agreement.

[SIGNATURE PAGE FOLLOWS]

This Note shall not be valid unless authenticated by Deutsche Bank AG, London Branch, as Paying Agent.

IN WITNESS whereof the Republic has caused this Note to be signed on its behalf.

Issued as of

THE LEBANESE REPUBLIC.

By:
Authorized Officer

Authenticated without recourse, warranty or liability by Deutsche Bank AG, London Branch, as Paying Agent.

By:
.....
Authorized Officer

Conditions

[Conditions to be as set out in Schedule A to this Fiscal Agency Agreement or such other form as may be agreed between the Republic, the Fiscal Agent and the relevant Dealer(s), but shall not be endorsed if not required by the relevant Stock Exchange]

Final Terms

[Here to be set out the text of the relevant information supplementing, replacing or modifying the Conditions which appears in the Final Terms relating to the Notes]

PART IV: FORM OF RECEIPT

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

The Lebanese Republic (the “Republic”)

[Specified Currency and Principal Amount of Tranche] Notes due [Year of Maturity]
Series No. []

Receipt for the sum of [] being the installment of principal payable in accordance with the Terms and Conditions applicable to the Note to which this Receipt appertains (the “**Conditions**”) on []. This Receipt is issued subject to and in accordance with the Conditions which shall be binding upon the holder of this Receipt (whether or not it is for the time being attached to such Note) and is payable at the specified office of any of the Paying Agents set out on the reverse of the Note to which this Receipt appertains (and/or any other or further Paying Agents and/or specified offices as may from time-to-time be duly appointed and notified to the Holders). This Receipt must be presented for payment together with the Note to which it appertains. The Republic shall have no obligation in respect of any Receipt presented without the Note to which it appertains or any unmatured Receipts.

PART V: FORM OF COUPON

[On the front:]

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

The Lebanese Republic (the “Republic”)

[Specified Currency and Principal Amount of Tranche] Notes due [Year of Maturity]

Series No. []

[Coupon appertaining to a Note in the denomination of [Specified Currency and Specified Denomination]]¹.

Section A [For Fixed Rate Notes: This Coupon is payable to bearer, separately negotiable and subject to the Terms and Conditions of the said Notes. Coupon for [] due on [], []]

Section B [For Floating Rate Notes: Coupon for the amount due in accordance with the Terms and Conditions endorsed on, attached to or incorporated by reference into the said Notes on [the Interest Payment Date falling in [] []/[]]. This Coupon is payable to bearer, separately negotiable and subject to such Terms and Conditions, under which it may become void before its due date.]

¹ Delete in the case of Fixed Rate Notes all of the same denomination.

PART VI: FORM OF TALON

[On the front:]

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

The Lebanese Republic (the “**Republic**”)

[Specified Currency and Principal Amount of Tranche] Notes due [Year of Maturity]

Series No. []

[Talon appertaining to a Note in the denomination of [Specified Currency and Specified Denomination]]*.

On and after [] further Coupons [and a further Talon]** appertaining to the Note to which this Talon appertains will be issued at the specified office of any of the Paying Agents set out on the reverse hereof (and/or any other or further Paying Agents and/or specified offices as may from time-to-time be duly appointed and notified to the Holders) upon production and surrender of this Talon. This Talon may, in certain circumstances, become void under the Terms and Conditions endorsed on the Note to which this Talon appertains.

* Deleted where the Notes are all of the same denomination.
** Not required on last Coupon sheet.

[On the back of Receipts, Coupons and Talons:]

PAYING AGENT

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

**PART VII: FORM OF CERTIFICATE TO BE PRESENTED BY EUROCLEAR OR
CLEARSTREAM, LUXEMBOURG**

The Lebanese Republic (the “Republic”)

[Title of Notes]
(the “Securities”)

Dated: _____

This is to certify that, based solely on certifications we have received in writing from member organizations appearing in our records as persons being entitled to a portion of the principal amount set forth below (our “**Member Organizations**”) substantially to the effect set forth in the temporary Global Note representing the Securities, as of the date hereof, [] principal amount of the above-captioned Securities (i) is owned by persons that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States federal income taxation regardless of its source (“**United States persons**”) or (ii) is owned by United States persons that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Sections 1.165-12(c)(1)(v) (“**financial institutions**”) purchasing for their own account or for resale or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through (as such terms “acquired through” and “hold through” are described in U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution has agreed, on its own behalf or through its agent, that we may advise the Republic or the Republic’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder).

We further certify (i) that we are not making available herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) any portion of the temporary Global Note excepted in such certifications and (ii) that as of the date hereof we have not received any notification from any of our Member Organizations to the effect that the statements made by such Member Organizations with respect to any portion of the part submitted herewith for exchange (or, if relevant, exercise of any rights or collection of any interest) are no longer true and cannot be relied upon as of the date hereof.

We understand that this certification is required in connection with certain tax laws of the United States. In connection therewith, if administrative or legal proceedings or official enquiries are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorize you to produce this certification to any interested party in such proceedings or enquiries.

[SIGNATURE PAGE FOLLOWS]

Yours faithfully,

[Euroclear Bank S.A./N.V., as operator of the Euroclear System] or [Clearstream, Luxembourg]

By:
Authorized Officer

CERTIFICATE “A”

The Lebanese Republic (the “Republic”)

[Title of Notes]
(the “**Securities**”)

Dated: _____

This is to certify that as of the date hereof, and except as set forth below, the above-captioned Securities held by you for our account (i) are owned by person(s) that are not citizens or residents of the United States, domestic partnerships, domestic corporations or any estate or trust the income of which is subject to United States Federal income taxation regardless of its source (“**United States person(s)**”), (ii) are owned by United States person(s) that (a) are foreign branches of United States financial institutions (as defined in U.S. Treasury Regulations Section 1.165-12(c)(1)(v)) (“**financial institutions**”) purchasing for their own account or for resale or (b) acquired the Securities through foreign branches of United States financial institutions and who hold the Securities through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, on its own behalf or through its agent, that you may advise the Republic or the Republic’s agent that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder).

We undertake to advise you promptly on or prior to the date on which you intend to submit your certification relating to the Securities held by you for our account in accordance with your operating procedures if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

This certification excepts and does not relate to [] of such interest in the above Securities in respect of which we are not able to certify and as to which we understand exchange and delivery of definitive Securities (or, if relevant, exercise of any right or collection of any interest) cannot be made until we do so certify.

We understand that this certification is required in connection with certain tax laws of the United States. In connection therewith, if administrative or legal proceedings or official enquiries are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorize you to produce this certification to any interested party in such proceedings or enquiries.

[SIGNATURE PAGE FOLLOWS]

Name of person making certification

By:
Qualified Account Holder

PART VIII: FORMS OF REGISTERED GLOBAL NOTES

[THIS NOTE (OR ITS PREDECESSOR) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED, (THE “**SECURITIES ACT**”) AND APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. TERMS USED HEREIN HAVE THE MEANINGS GIVEN THEM IN REGULATIONS UNDER THE SECURITIES ACT].*

[THIS NOTE (OR ITS PREDECESSOR) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED, (THE “**SECURITIES ACT**”), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES FOR THE BENEFIT OF THE REPUBLIC AND THE DEALERS THAT (A) THIS NOTE MAY BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF SUCH RULE 144A, (2) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT, OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION, AND THAT (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS NOTE.]**

[FOR THE PURPOSES OF APPLYING THE ORIGINAL ISSUE DISCOUNT RULES UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, (1) THE ISSUE DATE OF THIS NOTE IS []; (2) THE YIELD TO MATURITY IS []% (COMPOUNDED SEMIANNUALLY); (3) THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT IN THE AMOUNT OF [SPECIFIED CURRENCY] PER [SPECIFIED CURRENCY] PRINCIPAL AMOUNT; (4) THE [] METHOD SPECIFIED IN THE PROPOSED TREASURY REGULATIONS HAS BEEN USED TO DETERMINE YIELD AND THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCABLE TO THE SHORT INITIAL ACCRUAL PERIOD BEGINNING [] AND ENDING []; AND (5) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCABLE TO SUCH ACCRUAL PERIOD IS [SPECIFIED CURRENCY] PER [SPECIFIED CURRENCY] PRINCIPAL AMOUNT.]***

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK S.A./N.V. (“**EUROCLEAR**”), CLEARSTREAM BANK, *SOCIETE ANONYME* (“**CLEARSTREAM, LUXEMBOURG**”) OR THE DEPOSITORY TRUST COMPANY

* This legend shall be borne by each Regulation S Global Note.

** This legend shall be borne by each Restricted Global Note.

*** Insert if original issue discount applies.

(“DTC”), TO THE REPUBLIC OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY REGISTERED NOTE ISSUED IS REGISTERED IN THE NAME REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR, CLEARSTREAM, LUXEMBOURG OR DTC (AND ANY PAYMENT IS MADE TO SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR, CLEARSTREAM, LUXEMBOURG OR DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF HAS AN INTEREST HEREIN.

The Lebanese Republic (the “Republic”)

GLOBAL NOTE

The Lebanese Republic (the “**Republic**”) hereby certifies that [] is, at the date hereof, the Registered Holder of the aggregate principal amount of a duly authorized issue of Notes of the Republic (the “**Notes**”) of the Specified Currency and Specified Denomination(s) specified in the Final Terms applicable to the Notes (the “**Final Terms**”), a copy of which is annexed hereto. References herein to the Conditions shall be to the Conditions of the Notes as set out in Schedule A to the Fiscal Agency Agreement (as defined below) as supplemented, replaced and modified by the Final Terms, but in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, such information will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Global Note. This Global Note is issued subject to, and with the benefit of, the Conditions and an amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between the Republic, the Fiscal Agent and the Agents.

The Republic, subject to and in accordance with the Conditions and the Fiscal Agency Agreement, agrees to pay to such registered holder on the Maturity Date and/or on such earlier date(s) as all or any of the Notes represented by this Global Note may become due and repayable in accordance with the Conditions and the Fiscal Agency Agreement, the amount payable under the Conditions in respect of such Notes on each such date and to pay interest (if any) on the principal amount of the Notes from time-to-time represented by this Global Note calculated and payable as provided in the Conditions and the Fiscal Agency Agreement together with any other sums payable under the Conditions and the Fiscal Agency Agreement, upon presentation and, at maturity, surrender of this Global Note at the specified office of the Registrar (currently located at Sixty Wall Street, 27th Floor, New York, New York 10005) or such other specified office as may be specified for this purpose in accordance with the Conditions. On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by this Global Note details of such redemption, payment or purchase and cancellation (as the case may be) shall be entered by or on behalf of the Republic in Schedule One hereto and the relevant space in Schedule One hereto recording any such redemption, payment or purchase and cancellation (as the case may be) shall be signed by or on behalf of the Republic. Upon any such redemption or purchase and cancellation, the principal amount of this Global Note and the Notes held by the registered holder hereof shall be reduced by the principal amount of such Notes so redeemed or purchased and cancelled. The principal amount of this Global Note and of the Notes held by the registered holder hereof following any such redemption or purchase and cancellation as aforesaid or any transfer or exchange as referred to below shall be the principal amount most recently entered in the relevant column in Part B or C of Schedule One hereto or in Schedule Two hereto.

Notes represented by this Global Note are exchangeable and transferable only in accordance with, and subject to, the provisions hereof and the rules and operating procedures of Euroclear Bank S.A./N.V., as operator of the Euroclear System (“**Euroclear**”), Clearstream Bank, société anonyme (“**Clearstream, Luxembourg**”) and, if applicable, the Depository Trust Company (“**DTC**”).

On any exchange or transfer as aforesaid pursuant to which either (i) Notes represented by this Global Note are no longer to be so represented or (ii) Notes not so represented are to be so represented, details of such transfer shall be entered by or on behalf of the Republic in Schedule Two hereto and the relevant space in Schedule Two hereto recording such transfer shall be signed by or on behalf of the Republic, whereupon the principal amount of this Global Note and the Notes held by the registered holder hereof shall be increased or reduced (as the case may be) by the principal amount so transferred.

Subject as provided in the following paragraph, until the exchange of the whole of this Global Note as aforesaid, the registered holder hereof shall in all respects be entitled to the same benefits as if he were

the registered holder of Definitive Registered Notes in the form set out in Part IX of Schedule B to the Fiscal Agency Agreement.

Subject as provided in the Fiscal Agency Agreement, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, as entitled to a particular principal amount of the Notes represented by this Global Note (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be the holder of such principal amount of the Notes for all purposes other than with respect to payments on the Notes for which purpose the registered holder of this Global Note shall be deemed to be the holder of such principal amount of the Notes in accordance with and subject to the terms of this Global Note and the Fiscal Agency Agreement.

This Global Note is governed by, and shall be construed in accordance with, New York law.

[SIGNATURE PAGE FOLLOWS]

This Global Note shall not be valid unless authenticated by Deutsche Bank Trust Company Americas, acting through its office in New York, as Registrar.

IN WITNESS whereof the Republic has caused this Global Note to be signed on its behalf.

THE LEBANESE REPUBLIC.

By:

Authorized Officer

Authenticated without recourse, warranty or liability by Deutsche Bank Trust Company Americas, acting through its office in New York, as Registrar.

By:
Authorized Officer

**Schedule One
Part A
Interest Payments**

| Date made | Total amount payable | Amount of interest paid | Confirmation of payment by or on behalf of the Republic |
|-----------|----------------------|-------------------------|---|
| | | | |

**Part B
Redemptions**

| Date made | Total amount of principal payable | Amount of principal paid | Remaining principal amount of this Global Note following such redemption* | Confirmation of redemption by or on behalf of the Republic |
|-----------|-----------------------------------|--------------------------|---|--|
| | | | | |

* See most recent entry in Part C of this Schedule One or in Schedule Two in order to determine this amount.

Part C
Purchases and Cancellations

| Date made | Part of principal amount of this Global Note purchased and cancelled | Remaining principal amount of this Global Note following such purchase and cancellation** | Confirmation of purchase and cancellation by or on behalf of the Republic |
|-----------|--|---|---|
| | | | |

** See most recent entry in Part B of this Schedule One or in Schedule Two in order to determine this amount.

Schedule Two
Schedule of Exchanges and Transfers

The following exchanges and transfers affecting the principal amount of this Global Note have been made:

| Date made | Principal amount of Notes transferred | Principal amount of this Global Note exchanged for Definitive Registered Notes or another Global Note/Definitive Registered Notes or principal amount of other Global Note exchanged for this Global Note | Remaining/increased principal amount of this Global Note following such transfer or exchange*** | Notation made by or on behalf of the Republic |
|-----------|---------------------------------------|---|---|---|
| | | | | |

*** See most recent entry in Part B or C of Schedule One or in this Schedule Two in order to determine this amount.

PART IX: FORM OF DEFINITIVE REGISTERED NOTE

[FOR THE PURPOSES OF APPLYING THE ORIGINAL ISSUE DISCOUNT RULES UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, (1) THE ISSUE DATE OF THIS NOTE IS []; (2) THE YIELD TO MATURITY IS []% (COMPOUNDED SEMIANNUALLY); (3) THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT IN THE AMOUNT OF [SPECIFIED CURRENCY] PER [SPECIFIED CURRENCY] PRINCIPAL AMOUNT; (4) THE [] METHOD SPECIFIED IN THE PROPOSED TREASURY REGULATIONS HAS BEEN USED TO DETERMINE YIELD AND THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCABLE TO THE SHORT INITIAL ACCRUAL PERIOD BEGINNING [] AND ENDING []; AND (5) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ALLOCATED TO SUCH ACCRUAL PERIOD IS [SPECIFIED CURRENCY] PER [SPECIFIED CURRENCY] PRINCIPAL AMOUNT.]**

The Lebanese Republic (the “Republic”)

[Specified Currency and Principal Amount of Tranche] Notes due [Year of Maturity]

This Note is one of a Series of Notes of [Specified Currency(ies) and Specified Denomination(s)] of the Republic. References herein to the Conditions shall be to the Terms and Conditions [endorsed hereon/set out in Schedule A to the Fiscal Agency Agreement (as defined below) which shall be incorporated by reference herein and have effect as if set out hereon] as supplemented, replaced and modified by the relevant information (appearing in the Final Terms (the “**Final Terms**”)) endorsed hereon but, in the event of any conflict between the provisions of the said Conditions and the information in the Final Terms, such information will prevail. Words and expressions defined in the Conditions shall bear the same meanings when used in this Note. This Note is issued subject to, and with the benefit of, the Conditions and an amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between the Republic, the Fiscal Agent and the Agents.

THIS IS TO CERTIFY that [] is/are the registered holder(s) of one of the above-mentioned Notes and is/are entitled on the Maturity Date or on such earlier date as this Note may become due and repayable in accordance with the Conditions and the Fiscal Agency Agreement, to the amount payable on redemption of this Note and to receive interest (if any) on the principal amount of this Note calculated and payable as provided in the Conditions and the Fiscal Agency Agreement together with any other sums payable under the Conditions and the Fiscal Agency Agreement.

This Note shall be governed by, and shall be construed in accordance with, New York law.

[SIGNATURE PAGE FOLLOWS]

** Insert if original issue discount applies.

This Note shall not be valid unless authenticated by Deutsche Bank Trust Company Americas, acting through its office in New York, as Registrar.

IN WITNESS whereof the Republic has caused this Note to be signed on its behalf.

THE LEBANESE REPUBLIC.

By:
Authorized Officer

Authenticated without recourse, warranty or liability by Deutsche Bank Trust Company Americas, acting through its office in New York, as Registrar.

By:
Authorized Officer

FORM OF TRANSFER OF REGISTERED NOTE

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) to (Please print or type name and address (including postal code) of transferee) [Specified Currency] [] principal amount of this Note and all rights hereunder, hereby irrevocably constituting and appointing [] as attorney to transfer such principal amount of this Note in the register maintained by the Lebanese Republic with full power of substitution.

Signature(s)

Date:

N.B.:

1. This form of transfer must be accompanied by such documents, evidence and information as may be required pursuant to the Conditions and must be executed under the hand of the transferor or, if the transferor is a corporation, either under its common seal or under the hand of two of its officers duly authorized in writing and, in such latter case, the document so authorizing such officers must be delivered with this form of transfer.

2. The signature(s) on this form of transfer must correspond with the name(s) as it/they appear(s) on the face of this Note in every particular, without alteration or enlargement or any change whatever.

Conditions

[Conditions to be as set out in Schedule A to this Fiscal Agency Agreement or such other form as may be agreed between the Republic, the Fiscal Agent and the relevant Dealer(s), but shall not be endorsed if not required by the relevant Stock Exchange]

Final Terms

[Here to be set out text of the relevant information supplementing, replacing or modifying the Conditions which appear in the Final Terms relating to the Notes.]

SCHEDULE C: FORM OF CALCULATION AGENCY AGREEMENT

[]

CALCULATION AGENCY AGREEMENT

in respect of a

U.S.\$22,000,000,000

GLOBAL MEDIUM-TERM NOTE PROGRAM

[DATE]

This **CALCULATION AGENCY AGREEMENT** (this “**Agreement**”) is made on [, 20]

A M O N G

- (1) The Lebanese Republic (the “**Republic**”);
- (2) [] (the “**Calculation Agent**”) which expression shall include its successor or successors for the time being as calculation agent hereunder); and
- (3) Deutsche Bank Trust Company Americas, acting through its principal corporate office in New York (the “**Fiscal Agent**,” which expression shall include all persons or the time being the fiscal agent or fiscal agents of the Fiscal Agency Agreement).

W H E R E A S

- (A) The Republic has entered into an Amended and Restated Program Agreement with the Dealers named therein dated March 1, 2010, under which the Republic may issue Notes with an aggregate principal amount of up to U.S.\$22,000,000,000 (or its equivalent in other currencies).
- (B) The Notes will be governed by an Amended and Restated Fiscal Agency Agreement, dated March 1, 2010, made between the Republic, the Fiscal Agent and the Paying Agents (the “**Fiscal Agency Agreement**”).
- (C) The parties hereto desire to appoint a calculation agent for the purposes of the Notes, other than the Fiscal Agent, and the Calculation Agent is willing so to act.

Terms used in this Agreement and not otherwise defined herein have the meanings ascribed thereto in the Fiscal Agency Agreement.

NOW IT IS HEREBY AGREED that:

1. APPOINTMENT OF THE CALCULATION AGENT

The Republic hereby appoints [] as the Calculation Agent in respect of each Series of Notes described in the Schedule hereto (the “**Relevant Instruments**”) for the purposes set out in Clause 2 below, all upon the provisions hereinafter set out. The agreement of the parties hereto that this Agreement is to apply to each Series of Relevant Instruments shall be evidenced by the manuscript annotation and signature in counterpart of the Schedule hereto.

2. DUTIES OF THE CALCULATION AGENT

The Calculation Agent shall in relation to each Series of Relevant Instruments perform all the functions and duties imposed on the Calculation Agent by the terms and conditions of the Relevant Instruments (the “**Conditions**”) including endorsing the Schedule hereto appropriately in relation to each Series of Relevant Instruments.

3. EXPENSES

[To be agreed at the time of appointment.]

4. INDEMNITY AND LIABILITY

4.1. Indemnity for the Benefit of the Calculation Agent

The Republic shall indemnify the Calculation Agent against any Liabilities which it may incur or which may be made against it arising out of or in relation to or in connection with its appointment or the exercise of its powers and duties under this Agreement except such as may result directly from a material breach by the Calculation Agent of this Agreement or the willful default, negligence or bad faith of the Calculation Agent or of its officers, directors, employees and controlling persons.

4.2. Indemnity for the Benefit of the Republic

The Calculation Agent shall indemnify the Republic against any Liabilities which the Republic may incur or which may be made against the Republic as a direct result of a material breach by the Calculation Agent of this Agreement or the willful default, negligence or bad faith of the Calculation Agent or of its officers, directors, employees and controlling persons.

4.3. Limitation of Liability

Except in the case of a material breach by the Calculation Agent of this Agreement or the willful default, negligence or bad faith of the Calculation Agent or of its officers, directors, employees and controlling persons, the Calculation Agent shall not be liable for any act or omission under this Agreement.

5. CONDITIONS OF APPOINTMENT

5.1. No agency or trust

In acting hereunder and in connection with the Notes, the Calculation Agent shall act as agent of the Republic and shall not thereby assume any obligations towards or relationship of agency or trust for or with any of the owners or Holders of the Notes or the receipts (if any) or coupons (if any) appertaining thereto.

5.2. No Implied Duties

In relation to each issue of Relevant Instruments, the Calculation Agent shall be obliged to perform such duties and only such duties as are herein and in the Conditions specifically set forth and no implied duties or obligations shall be read into this Agreement or the Conditions against the Calculation Agent, other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent expert in comparable circumstances.

5.3. Legal advice

The Calculation Agent may consult legal and other professional advisers reasonably acceptable to the Republic and the opinion of such advisers shall be full and complete protection in respect of any action taken, omitted or suffered hereunder (after consulting the Republic) in good faith and in accordance with the opinion of such advisers.

5.4. Reliance on documents etc.

The Calculation Agent shall be protected and shall incur no Liability for or in respect of any action taken, omitted or suffered in reliance upon any instruction, request or order from the Republic or any notice, resolution, direction, consent, certificate, affidavit, statement, cable or other paper or document which it reasonably believes to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions from the Republic.

5.5. Other Relationships

The Calculation Agent and any of its officers, directors and employees may become the owner of, or acquire any interest in, any Notes, Receipts (if any) or Coupons (if any) with the same rights that it or he would have if the Calculation Agent were not appointed hereunder, and may engage or be interested in any financial or other transaction with the Republic and may act on, or as depository, fiscal agent or agent for, any committee or body of Holders of Notes, Receipts (if any) or Coupons (if any) or in connection with any other obligations of the Republic as freely as if the Calculation Agent were not appointed hereunder.

6. TERMINATION OF APPOINTMENT

6.1. Termination by Notice

Subject to Section 6.5, the Republic may terminate the appointment of the Calculation Agent at any time by giving to the Calculation Agent at least 45 days' prior written notice to that effect, provided, however, that, so long as any of the Relevant Instruments is outstanding:

- (a) such notice shall not expire less than 45 days before any date upon which any payment is due in respect of any Relevant Instruments and
- (b) notice shall be given in accordance with the Conditions, to the holders of the Relevant Instruments at least 30 days prior to any removal of the Calculation Agent.

6.2. Immediate termination

Notwithstanding the provisions of Clause 6.1 and subject to Clause 6.5, if at any time:

- (a) the Calculation Agent becomes incapable of acting, or is adjudged bankrupt or insolvent, or files a voluntary petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of an administrator, liquidator or administrative or other receiver of all or any substantial part of its property, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment thereof, or if any order of any court is entered approving any petition filed by or against it under the provisions of any applicable bankruptcy or insolvency law or if a receiver of it or of all or a substantial part of its property is appointed or if any officer takes charge or control of the Calculation Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation or
- (b) the Calculation Agent fails duly to perform any function or duty imposed upon it by the Conditions and this Agreement

the Republic may forthwith without notice terminate the appointment of the Calculation Agent, in which event notice thereof shall be given to the holders of the Relevant Instruments in accordance with the Conditions as soon as practicable thereafter.

6.3. Compensation

The termination of the appointment pursuant to Clause 6.1 or 6.2 of the Calculation Agent hereunder shall not entitle the Calculation Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued due.

6.4. Resignation

Subject to Section 6.5, the Calculation Agent may resign its appointment hereunder at any time by giving to the Republic and the Fiscal Agent at least 90 days’ prior written notice to that effect. Following receipt of a notice of resignation from the Calculation Agent, the Republic shall promptly give notice thereof to the holders of the Relevant Instruments in accordance with the Conditions.

6.5. Condition to resignation

Notwithstanding the provisions of Clauses 6.1, 6.2 and 6.4, so long as any of the Notes is outstanding (as defined in the Fiscal Agency Agreement), the termination of the appointment of the Calculation Agent (whether by the Republic or by the resignation of the Calculation Agent) shall not be effective unless, upon the expiry of the relevant notice, a successor Calculation Agent has been appointed. The Republic agrees with the Calculation Agent that if, by the day falling 10 days before the expiry of any notice under Clause 6.1 or 6.4, the Republic has not appointed a replacement Calculation Agent, the Calculation Agent shall be entitled, on behalf of the Republic, to appoint as a successor Calculation Agent in its place a reputable financial institution of good standing which the Republic shall approve (such approval not to be unreasonably withheld or delayed). If no such successor can be found, the Fiscal Agent shall act as Calculation Agent until such successor (which shall be a reputable financial institution of good standing which the Republic shall approve, such approval not to be unreasonably withheld or delayed) is found.

6.6. Successor

Upon its appointment becoming effective, a successor Calculation Agent shall without further act, deed or conveyance, become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as the Calculation Agent hereunder.

6.7. Delivery of records

If the appointment of the Calculation Agent hereunder is terminated (whether by the Republic or by the resignation of the Calculation Agent), the Calculation Agent shall on the date on which such termination takes effect deliver to the successor Calculation Agent all records concerning the Relevant Instruments maintained by it (except such documents and records as it is obliged by law or regulation to retain or not to release), but shall have no other duties or responsibilities hereunder.

6.8. Successor corporation

Any corporation into which the Calculation Agent may be merged or convened, or any corporation with which the Calculation Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Calculation Agent shall be a party, or any corporation to which the Calculation Agent shall sell or otherwise transfer all or substantially all of its assets shall, on the date when such merger, consolidation or transfer becomes effective and to the extent permitted by any applicable laws, become the successor Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, unless otherwise required by the Republic and the Fiscal Agent, and after the said effective date all references in this Agreement to the Calculation Agent shall be deemed to be references to such corporation. Written notice of any such merger, conversion, consolidation or transfer shall forthwith be given to the Republic and the Fiscal Agent.

7. NOTICES

Any notices or communication given hereunder shall be sufficiently given or served:

- (a) if delivered in person to the relevant address specified on the signature pages hereof and, if so delivered, shall be deemed to have been delivered at time of receipt; or
- (b) if sent by facsimile to the relevant number specified on the signature pages hereof and, if so sent, shall be deemed to have been delivered immediately after transmission provided such transmission is confirmed when an acknowledgement of receipt is received (in the case of facsimile).

Where a communication is received after business hours it shall be deemed to be received and become effective on the next Business Day. Every communication shall be irrevocable save in respect of any manifest error therein.

8. DESCRIPTIVE HEADINGS AND COUNTERPARTS

8.1. Headings

The descriptive headings in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

8.2. Counterparts

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

8.3. Governing Law and Submission to Jurisdiction

This Agreement shall be construed and interpreted in accordance with the law of the State of New York, which shall govern it and any controversy or claim arising out of or relating to it, without reference to conflicts of laws principles. The Republic irrevocably agrees for the benefit of the Calculation Agents, the Fiscal Agents and each Paying Agent, each Transfer Agent, the Registrar and the Exchange Agent that the courts of the State of New York and of the United States sitting in The City of New York, Borough of Manhattan, shall have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any suit, action or proceedings arising out of or in connection therewith (together referred to as "Proceedings") may be brought in any such courts. Proceedings may also be brought in the courts of the Republic. The Republic irrevocably submits to the jurisdiction of the courts referred to in this Clause for purposes of any Proceedings.

To the extent that the Republic may in any jurisdiction claim or acquire for itself or its assets immunity (sovereign or otherwise) from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process (whether through service or notice or otherwise), the Republic irrevocably agrees not to claim, and irrevocably waives, such immunity, to the fullest extent permitted by the laws of such jurisdiction. The waiver of immunity in this paragraph shall have the fullest scope permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and is intended to be irrevocable for purposes of such Act but shall otherwise constitute a limited and specific waiver for the purpose of this Agreement and under no circumstances shall it be interpreted as a general waiver by the Republic or a waiver of immunity in respect of property that is used solely or principally for official purposes (such as ambassadorial and consular real property and buildings and the contents thereof, or any bank accounts of embassies or consulates to the extent of monies maintained therein for ambassadorial, consular or other official purposes, but not commercial purposes, in each case necessary for the proper official, ambassadorial or consular functioning of the Republic).

The Republic irrevocably appoints the person who from time-to-time is the Consul of the Republic in The City of New York as its agent in the United States to receive service of process in any Proceedings in The City of New York based on or in connection with this Agreement.

The choice of New York governing law and the non-exclusive jurisdiction of the New York State courts hereunder is made pursuant to New York General Obligations Law Sections 5-1401 and 5-1402.

The parties acknowledge and agree that this Agreement is part of a transaction covering in the aggregate not less than U.S.\$1,000,000.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

Deutsche Bank Trust Company Americas
60 Wall Street
New York
New York 10005

Facsimile: []
Attention: []

By:

[Name of Calculation Agent]
[Address of Calculation Agent]

Facsimile: []
Attention: []

By:
[]

Facsimile: []
Attention: []

By:
[]

SCHEDULE TO THE CALCULATION AGENCY AGREEMENT

| Series Number | Issue Date | Maturity Date | Title and Principal Amount | Annotation by Calculation Agent/Republic |
|---------------|------------|---------------|----------------------------|--|
| | | | | |

SCHEDULE D: FORM OF REDEMPTION NOTICE

The Lebanese Republic

[TITLE OF NOTES]

Issued under a

**U.S.\$22,000,000,000
Global Medium-Term Note Program**

Series No.: []

By depositing this duly completed Notice with any Agent for the [Notes] of the above Series (the ["Notes"]), the undersigned Holder of such of the [Notes] [as are surrendered/in respect of which an authority from the Holder to DTC, Euroclear or Clearstream, Luxembourg is delivered] with this Notice and referred to below irrevocably exercises its option to have such [Notes] redeemed on [] under Condition [] of the [Notes].

This Notice relates to [Notes] in the aggregate principal amount of [], in the case of definitive [Notes] bearing the following certificate or serial numbers:

.....
.....
.....

If the [Notes] or authority referred to above are to be returned* to the undersigned, they should be returned by post to [the address of the Holder of the Notes as appears in the Register maintained by the Registrar or (in the case of Bearer Notes) to]:

.....
.....
.....

* [Notes] or Definitive Registered Notes or authorities so returned will be sent by post, uninsured and at the risk, of the Holder of such [Note], unless the Holder of such [Note] otherwise requests and pays the costs of such insurance in advance to the relevant Agent.

Payment Instructions

Please make payment in respect of the above-mentioned [Notes] as below (tick one of the following):

by [currency] cheque drawn on a bank in the place of payment determined in accordance with Condition [] mailed to the above address; or

by transfer to the following [currency] account in the place of payment determined in accordance with Condition []

Republic: []
Branch address: []
Branch code: []
Account no.: []
Account name: []
Dated: []

[Name of Noteholder]

By:
(Authorized signatory)

[To be completed by recipient Agent:]

Received by:

.....
[SIGNATURE AND STAMP OF AGENT]

At its office at:

.....
.....

On:

This Redemption Notice is not valid unless all of the paragraphs requiring completion are duly completed.

The Agent with whom the above-mentioned [Notes] are deposited will not in any circumstances be liable to the depositing Holders of such [Notes] or any other person for any loss or damage arising from any act, default or omission of such Agent in relation to the said [Notes] or any of them unless such loss or damage was caused by willful default, negligence or bad faith of such Agent or its directors, officers or employees.

**SCHEDULE E: FORM OF CERTIFICATE FOR EXCHANGE OR TRANSFER FROM
REGULATION S GLOBAL NOTE TO RESTRICTED GLOBAL NOTE**

(exchanges or transfers pursuant to Clause 5.10 of the Fiscal Agency Agreement)

Deutsche Bank Trust Company Americas
60 Wall Street
New York
New York 10005

The Lebanese Republic
[describe Notes] (the “Notes”)

Reference is hereby made to the amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between (*inter alia*) the Republic and Deutsche Bank Trust Company America, acting through its principal corporate office in New York, as Fiscal Agent. Capitalized terms used but not defined herein shall have the meaning given to them in the Fiscal Agency Agreement.

This letter relates to [currency amount] principal amounts of Notes which are held in the form of the Regulation S Global Note (CUSIP No.) with [Euroclear] [Clearstream, Luxembourg] {DTC}.* The transferor has requested an exchange or transfer of such beneficial interest in the Notes for an interest in the Restricted Global Note (CUSIP No.).

In connection with such request, and in respect of such Notes, the Transferor does hereby certify that such Notes are being transferred in accordance with the transfer restrictions applicable to the Notes and Rule 144A under the United States Securities Act (“**Rule 144A**”) to a transferee that the Transferor reasonably believes is purchasing the Notes for its own account or to an account with respect to which the transferee exercises sole investment discretion and the transferee and any such account is a qualified institutional buyer within the meaning of Rule 144A, in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

This certificate and the statement contained herein are made for your benefit and the benefit of the Republic and the Fiscal Agent.

[Insert name of Transferor]

By:.....

Name:

Title:

Dated:....., 20[]

cc: The Lebanese Republic

* Select appropriate depository.

**SCHEDULE F: FORM OF CERTIFICATE FOR EXCHANGE OR TRANSFER FROM
RESTRICTED GLOBAL NOTE TO REGULATION S GLOBAL NOTE WHILE THE NOTE
IS A “RESTRICTED SECURITY” WITHIN THE MEANING OF RULE 144**

(exchanges or transfers pursuant to Clause 5.9 of the Fiscal Agency Agreement)

Deutsche Bank Trust Company Americas
60 Wall Street
New York
New York 10005

The Lebanese Republic

[describe Notes] (the “Notes”)

Reference is hereby made to the amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between (*inter alia*) the Republic and Deutsche Bank Trust Company Americas, acting through its principal corporate office in New York as Fiscal Agent. Capitalized terms used but not defined herein shall have the meaning given to them in the Fiscal Agency Agreement.

This letter relates to [currency amount] principal amount of Notes which are held as a beneficial interest in the Restricted Global Note (CUSIP No.) with [[Euroclear][Clearstream, Luxembourg][DTC], as the case may be] in the name of [transferor] (the “**Transferor**”). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in the Regulation S Global Note (CUSIP No.) to be held immediately after such transfer only with [Euroclear] [Clearstream, Luxembourg] (Common Code No.) through DTC.

In connection with such request and in respect of such Notes, the Transferor does hereby certify that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes and pursuant to and in accordance with Regulation S under the United States Securities Act of 1933, as amended (the “**Securities Act**”), and accordingly the Transferor does hereby certify that:

1. the offer of the Notes was not made to a person in the United States;
2. either (a) at the time the buy order was originated, the transferee was outside the United States or the Transferor and any person acting on its behalf reasonably believed that the transferee was outside the United States or, (b) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on our behalf knows that the transaction was pre-arranged with a buyer in the United States;
3. no directed selling efforts have been made in contravention of the requirement of Rule 903(b) or 904(b) of Regulation S, as applicable; and
4. the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Republic and the Fiscal Agent.

[insert name of Transferor]

By:.....

Name:

Title:

Dated:....., 20[]

cc: The Lebanese Republic

**SCHEDULE G: FORM OF CERTIFICATE FOR EXCHANGE OR TRANSFER FROM
RESTRICTED GLOBAL NOTE TO A REGULATION S GLOBAL NOTE WHEN THE NOTE
IS NO LONGER A “RESTRICTED SECURITY” WITHIN THE MEANING OF RULE 144**

(exchanges or transfers pursuant to Clause 5.9 of the Fiscal Agency Agreement)

Deutsche Bank Trust Company Americas
60 Wall Street
New York
New York 10005

Attention: []

The Lebanese Republic

[describe Notes] (the “Notes”)

Reference is hereby made to the amended and restated fiscal agency agreement, dated March 1, 2010 (such agreement as modified and/or supplemented and/or restated from time to time, the “**Fiscal Agency Agreement**”), and made between (*inter alia*) the Republic, Deutsche Bank Trust Company Americas, acting through its principal corporate office in New York, as Fiscal Agent. Capitalized terms used but not defined herein shall have the meaning given to them in the Fiscal Agency Agreement.

This letter relates to [currency amount] principal amount of Notes which are held as a beneficial interest in the Restricted Global Note (CUSIP No.) with [Euroclear][Clearstream, Luxembourg][DTC], in the name of [transferor] (the “**Transferor**”). The Transferor has requested an exchange or transfer of such beneficial interest for an interest in the Regulation S Global Note (CUSIP No.) to be held with [Euroclear] [Clearstream, Luxembourg] [DTC].

In connection with such request and in respect of such Notes, the Transferor does hereby certify that such exchange or transfer has been effected in accordance with the transfer restrictions set forth in the Notes; and

1. that, with respect to transfers made in reliance on Regulation S under the United States Securities Act of 1933, as amended (the “**Securities Act**”):

- a. the offer of the Notes was not made to a person in the United States;
- b. either (x) at the time the buy order was originated, the transferee was outside the United States or the Transferor and any person acting on its behalf reasonably believed that the transferee was outside the United States, or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither the Transferor nor any person acting on our behalf knows that the transaction was pre-arranged with a buyer in the United States;
- c. no directed selling efforts have been made in contravention of the requirement of Rule 903(b) or 904(b) of Regulation S, as applicable; and
- d. the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

or;

2. that, with respect to transfers made in reliance on Rule 144 under the Securities Act, the Notes are not “**restricted securities**” within the meaning of Rule 144 under the Securities Act and are being transferred in a transaction permitted by Rule 144 under the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Republic and the Fiscal Agent.

[insert name of Transferor]

By:.....

Name:

Title:

Dated:....., 20[]

cc: The Lebanese Republic

**SCHEDULE H: REGULATIONS CONCERNING THE TRANSFER AND REGISTRATION
OF REGISTERED NOTES**

- 1 Registered Notes, each evidencing entitlement to a principal amount of Notes specified therein, shall be issued in accordance with this Agreement.
- 2 The Registered Notes are transferable in authorized denominations by execution of the form of transfer endorsed under the hand of the transferor or, where the transferor is a corporation, under its common seal or under the hand of two of its officers duly authorized in writing. In this Schedule, “**transferor**” shall, where the context permits or requires, include joint transferors and be construed accordingly.
- 3 The Registered Note to be transferred must be delivered for registration of transfer to the office of the Registrar or the Transfer Agents, accompanied by such other evidence (including certificates and/or legal opinions) as the Registrar or Transfer Agents may reasonably require to prove the title of the transferor or his right to transfer such Registered Note and his identity and, if the form of transfer is executed by some other person on his behalf or, in the case of the execution of a form of transfer on behalf of a corporation by its officers, the authority of that person or those persons to do so. The signature of the person effecting a transfer of a Registered Note shall conform to any list of duly authorized specimen signatures supplied by the registered Holder or be entitled by a recognized bank, notary public or in such other manner as the Transfer Agents or the Registrar may require.
- 4 The executors or administrators of a deceased Holder of Registered Notes (not being one of several joint Holders) and, in the case of the death of one or more of joint Holders, the survivor or survivors of such joint Holders shall be the only persons recognized by the Republic as having any title to such Registered Notes.
- 5 Any person becoming entitled to Registered Notes in consequence of the death or bankruptcy of the Holder of such Registered Notes, upon producing such evidence that he holds the position in respect of which he proposes to act under this paragraph or of his title as the Transfer Agent or the Registrar may require (including certificates and/or legal opinions), shall be registered himself as the Holder of such Registered Notes or, subject to the preceding paragraphs as to transfer, may transfer such Registered Notes. The Republic, the Transfer Agent and the Registrar may retain any amount payable upon the Registered Notes to which any person is so entitled until such person shall be so registered or shall duly transfer such Registered Notes.
- 6 Unless otherwise requested by him and agreed by the Republic, each Holder of Notes in registered form shall be entitled to receive only one Registered Note in respect of his holding.
- 7 The joint Holders of any Registered Note shall be entitled to one Registered Note only in respect of their joint holding which shall, except where they otherwise direct, be delivered to the joint Holder whose name appears first in the register of the Holders of Registered Notes in respect of the joint holding.
- 8 Where a Holder of a Registered Note has transferred part only of his holding comprised therein, there shall be delivered to him a Registered Note (provided that it is in an amount of an authorized denomination) in respect of the balance of such holding.
- 9 The Republic, the Transfer Agents and the Registrar shall, save in the case of the issue of replacement Registered Notes, make no charge to the Holders for the registration of any holding of Registered Notes or any transfer of Registered Notes or for the issue of any Registered Notes or for the delivery of Registered Notes at the specified office of the Transfer Agents or by uninsured post to the address specified by the Holder. If any Holder entitled to receive a Registered Note wishes to have it delivered to him otherwise than at the specified

office of such Transfer Agents or the Registrar, such delivery shall be made upon his written request to the Registrar, at his risk and (except where sent by uninsured post to the address specified by the Holder) at his expense.

- 10 Each Transfer Agent or the Registrar will within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of a request to effect a transfer of a Registered Note (or within 21 days if the transfer is of a Registered Note represented by a Registered Global Note where such Registered Note is to be represented by a Definitive Registered Note) deliver at its specified office to the transferee or dispatch by uninsured post (at the risk of the transferee) to such address as the transferee may request, a new Registered Note in respect of the Registered Note transferred. Upon transfer of Registered Notes which bear the restrictive legend, the Registrar shall deliver only Registered Notes that bear the restrictive legend unless the conditions for removal of such legend have been satisfied. Upon transfer of Registered Notes which do not bear the restrictive legend, the Registrar shall deliver Registered Notes that do not bear the restrictive legend unless the conditions for delivering in such circumstances Registered Notes that bear the restrictive legend have been satisfied.

SCHEDULE I: PROVISIONS FOR MEETINGS OF HOLDERS OF NOTES

- 1 The following expressions have the following meanings and references in this Schedule to any paragraph or other subdivision without further identification shall be to the relevant paragraph or subdivision of this Schedule:
- (a) “**voting certificate**” means a certificate in English issued by the Fiscal Agent or a Paying Agent and dated in which it is stated:
- (i) that on that date thereof Bearer Notes whether in definitive form or represented by a Bearer Global Note and not being Bearer Notes in respect of which a block voting instruction has been issued and is outstanding in respect of the meeting specified in such voting certificate or any adjourned such meeting) or Registered Notes represented by a Registered Global Note not being Registered Notes in respect of which a block voting instruction has been issued and is outstanding as aforesaid) bearing specified certificate numbers were deposited with that Paying Agent (or to its order at a bank or other depository) and that such Notes will not be released until the earlier of:
- (A) the conclusion of the meeting specified in such certificate or any adjournment of it (whatever is the later); and
- (B) the surrender of the certificate to the Fiscal Agent or Paying Agent which issued it; and
- (ii) that its bearer is entitled to attend and vote at such meeting or any adjournment of it in respect of the Bearer Notes represented by such certificate;
- (b) “**block voting instruction**” means a document in English issued by the Fiscal Agent or a Paying Agent and dated in which:
- (i) it is certified that Bearer Notes (whether in definitive form or represented by a Bearer Global Note and not being Bearer Notes in respect of which a voting certificate has been issued and is outstanding in respect of the meeting specified in such block voting instruction or any adjournment of it) or Registered Notes represented by a Registered Global Note (not being Registered Notes in respect of which a voting certificate has been issued and is outstanding as aforesaid) have been deposited with the Fiscal Agent or that Paying Agent (or to its order at a bank or other depository) and that such Notes will not be released until the earlier of:
- (A) the conclusion of the meeting specified in such document or any adjournment of it (whichever is the later); and
- (B) the surrender, not less than 48 hours before the time fixed for such meeting or adjournment, of the receipt for each such deposited Bearer Note which is to be released to the Paying Agent which issued it and the notification of such surrender by the Fiscal Agent or such Paying Agent to the Republic;
- (ii) it is certified that each depositor of such Notes or a duly authorized agent on his behalf has instructed the Fiscal Agent or that Paying Agent that the votes attributable to his Notes so deposited should be cast in a particular way in relation to each resolution to be put to such meeting or any adjournment of it and that all such instructions are, during the period of hours before the time

fixed for such meeting or adjourned meeting, neither revocable nor subject to amendment;

- (iii) the total number and the certificate numbers of the Notes so deposited are listed, distinguishing with regard to each resolution between those in respect of which instructions have been so given (A) to vote for, and (B) to vote against, the resolution; and
- (iv) a Person named in such document (a “**proxy**”) is authorized and instructed by the Fiscal Agent or that Paying Agent to vote in respect of the Notes so listed in accordance with the instructions referred to in (c) above as set out in such document.

(c) “**Extraordinary Resolution**” means a resolution passed at a duly convened meeting of Holders of Notes held in accordance with this Agreement by Holders of Notes holding or representing at least 75% in aggregate Principal Amount of the Notes represented at the Meeting (provided the required quorum was present).

- 2 A Holder of a Note may obtain a voting certificate from the Fiscal Agent or a Paying Agent or require the Fiscal Agent or a Paying Agent to issue a block voting instruction by depositing his Note with the Fiscal Agent or such Paying Agent not later than 48 hours before the time fixed for a meeting. Voting certificates and block voting instructions shall be valid until the relevant Notes are released pursuant to paragraph 1 and until then the holder of a voting certificate or (as the case may be) the proxy named in a block voting instruction shall, for all purposes in connection with any meeting of Holders of Notes, be deemed to be the Holder of the Notes to which that voting certificate or block voting instruction relates and the Fiscal Agent or the Paying Agent with which (or to the order of which) such Notes have been deposited shall be deemed for such purposes not to be the Holder of those Notes.
- 3 Each of the Republic and the Fiscal Agent at any time may, and the Fiscal Agent (subject to its being indemnified to its satisfaction against all costs and expenses thereby occasioned) upon a request in writing of Holders of Notes holding not less than ten percent (10%) in Principal Amount of the Notes of any Series for the time being outstanding shall, convene a meeting of Holders of Notes of such Series. Whenever any such party is about to convene any such meeting it shall forthwith give notice in writing to the other parties of the day, time and place of the meeting and of the nature of the business to be transacted at it. Every such meeting shall be held at such time and place as the Fiscal Agent may approve.
- 4 At least 21 days’ notice (exclusive of the day on which the notice is given and of the day on which the meeting is held) specifying the day, time and place of meeting shall be given to the Holders of Notes of a Series. A copy of the notice shall in all cases be given by the party convening the meeting to the other parties. Such notice shall also specify the nature of the resolutions to be proposed and shall include a statement to the effect that the Notes may be deposited with (or to the order of) any Paying Agent for the purpose of obtaining voting certificates or appointing proxies until 48 hours before the time fixed for the meeting but not thereafter.
- 5 A Person (who may, but need not, be a Holders of Notes) nominated in writing by the Fiscal Agent may take the chair at every such meeting but if no such nomination is made or if at any meeting the Person nominated shall not be present within 15 minutes after the time fixed for the meeting the Holders of Notes present shall choose one of their number to be chairman, failing which the Republic may appoint a chairman. The chairman of an adjourned meeting need not be the same Person as was chairman of the original meeting.
- 6 At any such meeting any one or more Persons present in person being a Holder of any Definitive Notes or holding voting certificates or being proxies and holding or representing in the aggregate not less than ten percent (10%) in Principal Amount of the Notes of such Series

for the time being outstanding shall (except for the purpose of passing an Extraordinary Resolution) form a quorum for the transaction of business and no business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Persons present in person holding Definitive Notes or voting certificates or being proxies and holding or representing in the aggregate over fifty percent (50%) in Principal Amount of the Notes of such Series for the time being outstanding provided that at any meeting of Holders of Notes of a Series the business of which includes any of the matters specified in the proviso to paragraph 19, the quorum shall be one or more Persons present in person holding Definitive Notes or voting certificates or being proxies and holding or representing in the aggregate not less than seventy-five percent (75%) in Principal Amount of the Notes of such Series for the time being outstanding.

- 7 If within 15 minutes from the time fixed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Holders of Notes, be dissolved. In any other case it shall stand adjourned (unless the Republic agrees that it be dissolved) for such period, not being less than 16 days nor more than 42 days, and to such place, as may be decided by the chairman. At such adjourned meeting one or more Persons present in person being a Holder of any Definitive Notes or holding voting certificates or being proxies (whatever the Principal Amount of the Notes so held or represented) shall form a quorum and may pass any resolution and decide upon all matters which could properly have been dealt with at the meeting from which the adjournment took place had a quorum been present at such meeting provided that at any adjourned meeting at which is to be proposed an Extraordinary Resolution for the purpose of effecting any of the modifications specified in the proviso to paragraph 19 the quorum shall be one or more Persons so present holding Definitive Notes or voting certificates or being proxies and holding or representing in the aggregate not less than seventy-five percent (75%) in Principal Amount of the Notes of such Series for the time being outstanding.
- 8 The chairman may with the consent of (and shall if directed by) any meeting adjourn such meeting from time-to-time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.
- 9 At least 10 days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as for an original meeting and such notice shall state the quorum required at such adjourned meeting. It shall not, however, otherwise be necessary to give any notice of an adjourned meeting.
- 10 Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) which he may have as a Holders of Notes or as a holder of a voting certificate or as a proxy.
- 11 At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman, the Republic, or by one or more Persons being Holders of one or more Definitive Notes or holding voting certificates or being proxies and holding or representing in the aggregate not less than two percent (2%) in Principal Amount of the Notes of such Series for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution.
- 12 If at any meeting a poll is so demanded, it shall be taken in such manner and (subject as provided below) either at once or after such an adjournment as the chairman directs and the

result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded.

- 13 Any poll demanded at any meeting on the election of a chairman or on a question of adjournment shall be taken at the meeting without adjournment.
- 14 The Republic, and its financial and legal advisers, may attend and speak at any meeting of Holders of Notes. No one else may attend at any meeting of Holders of Notes or join with others in requesting the convening of such a meeting unless he is the Holder of a Definitive Bearer Note or of a Definitive Registered Note or the holder of a voting certificate or is a proxy.
- 15 At any meeting on a show of hands every Person who is present in person and who is a Holder of a Definitive Bearer Note or holder of a voting certificate or is a proxy or is a Holder of Definitive Registered Notes shall have one vote and on a poll every Person who is so present shall have one vote in respect of each U.S.\$1,000 in Principal Amount of Definitive Notes so produced or represented by voting certificates so produced or in respect of which he is a proxy (or, in the case of meetings of Holders of Notes denominated in another currency, such amount in such other currency as the Fiscal Agent in its absolute discretion may stipulate). Without prejudice to the obligations of proxies named in any block voting instruction, any Person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
- 16 The proxy named in any form of proxy need not be a Holder of Notes.
- 17 Each block voting instruction shall be deposited at such place as the Fiscal Agent shall designate or approve, at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which the proxy named in the block voting instruction proposes to vote and in default the block voting instruction shall not be treated as valid unless the chairman of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business. A notarially certified copy of each block voting instruction shall, if required by the Fiscal Agent, be produced by the proxy at the meeting or adjourned meeting but the Fiscal Agent shall not thereby be obliged to investigate or be concerned with the validity of, or the authority of, the proxy named in a block voting instruction.
- 18 A vote cast in accordance with the terms of a block voting instruction shall be valid even if the block voting instruction or any of the Holders' instructions pursuant to which it was executed has been previously revoked or amended, unless written intimation of such revocation or amendment is received from the relevant Fiscal Agent or Paying Agent by the Republic or the Fiscal Agent at its Office (or at such other place as the Fiscal Agent shall designate or approve) or by the chairman of the meeting in each case at least 24 hours before the time fixed for the meeting or adjourned meeting at which the block voting instruction is used.
- 19 A meeting of Holders of Notes shall, in addition to the powers given above, but without prejudice to any powers conferred on other Persons by this Agreement, have power exercisable by Extraordinary Resolution (subject to (i) the provisions relating to quorum contained in paragraph 6 and 7 above and (ii) in the case of any meeting of Holders of Notes to which Condition 15(b) applies, the provisions of Condition 15(b)) namely:
 - (a) to sanction any proposal by the Republic for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Holders of Notes against the Republic, whether such rights shall arise under this Agreement or otherwise;

- (b) to sanction the exchange or substitution for the Notes of, or the conversion of the Notes into, bonds, or other obligations or notes of the Republic or another entity formed or to be formed;
- (c) to assent to any modification of this Agreement or the Notes which shall be proposed by the Republic or any of the Holders of Notes;
- (d) to authorize anyone to concur in and do all such things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (e) to give any authority, direction or sanction which under this Agreement or the Notes is required to be given by Extraordinary Resolution;
- (f) to appoint any Persons (whether Holders of Notes or not) as a committee or committees to represent the interests of the Holders of Notes and to confer upon such committee or committees any power or discretions which the Holders of Notes could themselves exercise by Extraordinary Resolution;
- (g) to approve a Person or corporation proposed to be appointed as a new Agent and to remove any Agent;
- (h) to approve (where applicable) the substitution of any entity for the Republic (or any previous substitute) as principal debtor under this Agreement and the Notes; or
- (i) to discharge or exonerate any Agent from any Liability in respect of any act or omission for which it may become responsible under this Agreement or the Notes;

provided that the special quorum provisions contained in the proviso to paragraph 6 and, in the case of an adjourned meeting, in the proviso to paragraph 7 shall apply in relation to any Extraordinary Resolution for the purpose of subparagraph (B) of this paragraph 19 or for the purpose of making any modification to the provisions contained in this Agreement or the Notes which would have the effect of:

- (i) changing any date on which any amount is payable by the Republic in respect of the Notes; or
- (ii) reducing or cancelling any portion of the Principal Amount of the Notes or the amount of interest or any other amount payable on the Notes or modifying the rate of interest on the Notes, or
- (iii) modifying the currency of payment of the principal or interest due under the Notes; or
- (iv) changing the identity of any Person obligated under the Notes or the releasing in whole or in part, any such Person; or
- (v) modifying the provisions contained in this Schedule concerning the quorum required at any meeting of Holders of Notes or the percentage of Holders of the Principal Amount of Notes required to pass an Extraordinary Resolution; or
- (vi) amending this proviso.

20 An Extraordinary Resolution passed at a meeting of Holders of Notes duly convened and held in accordance with this Agreement shall be binding upon all the Holders of Notes, whether or not present at such meeting and whether or not voting in favor of such Extraordinary Resolution, and each of them shall be bound to give effect to it accordingly. The passing of any such resolution shall be conclusive evidence that the circumstances of such resolution justify the passing of it. The Republic shall give notice of the passing of an Extraordinary

Resolution to Holders of Notes within 14 days but failure to do so shall not invalidate the resolution.

- 21 A resolution in writing signed by or on behalf of the Holders of not less than seventy-five percent (75%) in Principal Amount of the Notes of any Series who for the time being are entitled to receive notice of a meeting in accordance with the provisions herein contained shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a meeting of such Holders of Notes duly convened and held in accordance with the provisions herein contained. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Holders of Notes.
- 22 Minutes of all resolutions and proceedings at every such meeting shall be made and entered in the books to be from time-to-time provided for that purpose by the Republic or the Fiscal Agent and any such minutes, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of Holders of Notes, shall be conclusive evidence of the matters contained in them and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.
- 23 (a) If and whenever the Republic shall have issued and have outstanding Notes of more than one Series, the foregoing provisions of this Schedule shall have effect subject to the following modifications:
- (i) a resolution which in the opinion of the Fiscal Agent affects the Notes of only one Series shall be deemed to have been duly passed if passed at a separate meeting of the Holders of the Notes of that Series;
 - (ii) a resolution which in the opinion of the Fiscal Agent affects the Notes of more than one Series but does not give rise to a conflict of interest between the Holders of Notes of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the Holders of the Notes of all the Series so affected;
 - (iii) a resolution which in the opinion of the Fiscal Agent affects the Notes of more than one Series and gives or may give rise to a conflict of interest between the Holders of the Notes of one Series or group of Series so affected and the Holders of the Notes of another Series or group of Series so affected shall be deemed to have been duly passed only if passed at separate meetings of the Holders of the Notes of each Series or group of Series so affected; and
 - (iv) to all such meetings all the preceding provisions of this Schedule shall *mutatis mutandis* apply as through references therein to Notes and Holders were references to the Notes of the Series or group of Series in question or to the Holders of such Notes, as the case may be.
- (b) If the Republic shall have issued and have outstanding Notes which are not denominated in U.S. Dollars, in the case of any meeting of Holders of Notes of more than one currency the principal amount of such Notes shall (i) for the purposes of paragraph 3 above by the equivalent in U.S. Dollars at the spot rate of a bank nominated by the Fiscal Agent for the conversion of the relevant currency or currencies into U.S. Dollars on the seventh dealing day prior to the day on which the requisition in writing is received by the Republic and (ii) for the purposes of paragraphs 6, 7 and 15 above (whether in respect of the meeting or any adjourned such meeting or any poll resulting therefrom) be the equivalent at such spot rate on the seventh dealing day prior to the day of such meeting. In such circumstances, on any

poll each person present shall have one vote for each U.S. dollar (or such other U.S. dollar amount as the Fiscal Agent may in its absolute discretion stipulate) in nominal amount of the Notes (converted as above) which he holds or represents.

- 24 Subject to all other provisions contained in this Agreement, the Fiscal Agent may without the consent of the Holders of Notes prescribe such further regulations regarding the holding of meetings of Holders of Notes and attendance and voting at them as the Fiscal Agent may in its sole discretion determine including particularly (but without prejudice to the generality of the foregoing) such regulations and requirements as the Fiscal Agent thinks reasonable so as to satisfy itself that Persons who purport to requisition a meeting in accordance with this Agreement are entitled to do so and as to the form of voting certificates or block voting instructions so as to satisfy itself that those who purport to attend or vote at a meeting or to sign a written resolution are entitled to do so.
- 25 Where further Notes are issued by the Republic pursuant to Condition 16, a single meeting of holders of notes of such Series and holders of such notes shall be convened in accordance with the provisions of this Schedule I.

SCHEDULE J: PROCEDURES MEMORANDUM

**OPERATING & ADMINISTRATIVE
PROCEDURES MEMORANDUM**

The aggregate principal amount of all Notes outstanding at any time will not, subject as provided below, exceed U.S.\$22,000,000,000 (or its equivalent in other currencies) at the time of agreement to issue, subject to increase as provided in the Program Agreement. The Program Agreement provides for the increase in the principal amount of Notes that may be issued under the Program. In that event, this Procedures Memorandum shall apply to the Program as increased.

The documentation of the Program provides for the issue of Notes, denominated in U.S. Dollars, Euros or any currency or currencies as may be agreed between the Republic and the relevant Dealer (subject to certain restrictions as to minimum and/or maximum maturities as set out in the Base Prospectus describing the Program) and being any of Fixed Rate Notes, Floating Rate Notes, or other forms of Notes, as agreed between the relevant Dealer or Lead Manager and the Republic.

All terms with initial capitals used herein without definition shall have the meanings given to them in the base prospectus, dated March 1, 2010 (as amended, supplemented or restated, the “**Base Prospectus**”), the Second Amended and Restated Program Agreement, dated March 1, 2010 (as amended, supplemented or restated, the “**Program Agreement**”), between the Republic and the Dealers named therein, pursuant to which the Republic may issue Global Medium-Term Notes, and the Third Amended and Restated Fiscal Agency Agreement, dated March 1, 2010 (as amended, supplemented or restated, the “**Fiscal Agency Agreement**”), between the Republic, Deutsche Bank Trust Company Americas, acting through its principal corporate office in New York, as fiscal agent (the “**Fiscal Agent**”) and the other paying and transfer agents named therein. The provisions of this Procedures Memorandum are without prejudice to the terms of the Fiscal Agency Agreement and the Program Agreement and, in the case of conflict between the provisions of this Procedures Memorandum and any of the provisions of such documents, the provisions of such documents shall prevail.

Notwithstanding, anything contained herein, failure by any party to perform any of its obligations in strict compliance with the time periods set forth in Annex A hereto will not invalidate the agreement to issue or purchase Notes. Each agreement to issue Notes will be an agreement to issue Notes on the applicable Issue Date (which must be a Business Day).

OPERATING PROCEDURES

Dealers must confirm all trades directly with the Republic and the Fiscal Agent and, if applicable, the Registrar.

A. RESPONSIBILITIES OF THE FISCAL AGENT

The Fiscal Agent will, in addition to the responsibilities in relation to settlement described in Annex A, be responsible for the following:

- (i) in the case of Notes which are to be listed on a Stock Exchange, distributing to the Stock Exchange such number of copies of the Final Terms as such Stock Exchange may reasonably require; and
- (ii) in the case of Notes which are to be listed on a Stock Exchange, immediately notifying the Republic and the relevant Dealer if at any time the Fiscal Agent is notified by such Stock Exchange that the listing of a Tranche of Notes of a particular Series has been refused or otherwise will not take place.

B. RESPONSIBILITIES OF DEALER/LEAD MANAGER

- (i) Each Dealer/Lead Manager will be responsible for the preparation of the Final Terms, in a form substantially the same as that appearing in Annex C hereto, and agreeing

with the Republic terms thereof in respect of each Tranche or Series of Notes to be issued.

- (ii) In the case of an issue not to be subscribed pursuant to a Syndication Agreement or, as the case may be, Purchase Agreement, each Dealer which agrees to purchase Notes from the Republic will be responsible for notifying the Fiscal Agent upon completion of the distribution of the Notes of each Tranche or Series purchased by that Dealer. In the case of an issue of Notes to be subscribed pursuant to a Syndication Agreement, or, as the case may be, Purchase Agreement, the Lead Manager will be responsible for notifying the Fiscal Agent upon completion of the distribution of the Notes of such issue.

C. SETTLEMENT

The settlement procedures set out in Annex A hereto shall apply to each issue of Notes in the following respects:

- (i) Part 1 applies in the case of issues of Bearer Notes not to be subscribed for pursuant to a Syndication Agreement;
- (ii) Part 2 applies in the case of issues of Registered Notes not to be subscribed for pursuant to a Purchase Agreement;
- (iii) Part 3 applies in the case of issues of Bearer Notes to be subscribed for pursuant to a Syndication Agreement; and
- (iv) Part 4 applies in the case of issues of Registered Notes to be subscribed for pursuant to a Purchase Agreement,

in each case unless otherwise agreed between the Republic, the Fiscal Agent and, if applicable, the Registrar and the relevant Dealer or the Lead Manager, as the case may be.

With issues of Notes to be listed on a Stock Exchange, other than the Luxembourg Stock Exchange, more time may be required to comply with the relevant Stock Exchange's listing requirements.

A Trading Desk and Administrative Contact List is set out in Annex D.

ANNEX A

PART 1

SETTLEMENT PROCEDURES FOR BEARER ISSUES NOT TO BE SUBSCRIBED PURSUANT TO A SYNDICATION AGREEMENT

| <u>Day</u> | <u>Latest London time</u> | <u>Action</u> |
|----------------------------------|---------------------------|--|
| No later than Issue Date minus 3 | 2.00 p.m. | The Republic may agree terms with one or more Dealers for the issue and purchase of Notes (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Republic). The Dealer instructs the Paying Agent in London to obtain a common code and ISIN. In the case of the first Tranche of Notes of a Series, the Paying Agent in London telephones Euroclear or Clearstream, Luxembourg with a request for a common code and ISIN and in the case of a subsequent Tranche of Notes of such Series, the Paying Agent in London telephones Euroclear or Clearstream, Luxembourg with a request for a temporary common code and ISIN for such Tranche. Each common code and ISIN is notified by the Paying Agent in London to the Republic and each Dealer which has reached agreement with the Republic. |
| | 3.00 p.m. | If the relevant Dealer has reached agreement with the Republic by telephone, such relevant Dealer confirms the terms of the agreement to the Republic by facsimile (substantially in the form set out in Annex B hereto) attaching a copy of the Final Terms (substantially in the form set out in Annex C hereto). The relevant Dealer sends a copy of that facsimile, together with a copy of any Dealer Accession Letter (where appropriate) to the Paying Agent in London for information. |
| | 5.00 p.m. | The Republic confirms its agreement to the terms on which the issue of Notes is to be made (including the form of the Final Terms) by signing and returning a copy of the Final Terms to the relevant Dealer. The Republic also confirms its instructions to the Paying Agent in London (including, in the case of Floating Rate Notes, for the purposes of rate fixing) to carry out the duties to be carried out by the Paying Agent in London under these settlement procedures and the Fiscal Agency Agreement, such duties including preparing, authenticating and issuing a Temporary Global Note for the Tranche of Notes which is to be purchased by or through the relevant Dealer, giving details of such Notes. Where the Final Terms for such Tranche does not specify that such Temporary Global Note is to be exchangeable only for Notes in definitive form, the Paying Agent in London shall also prepare, authenticate and issue on the Exchange Date a Permanent Global Note for such Tranche. |

| Day | Latest London time | Action |
|--------------------|---------------------------|---|
| | | The Republic confirms such instructions by sending a copy by facsimile of the signed Final Terms and a completed Order for Authentication and Delivery, substantially in the form of Exhibit 1 to this Annex A, to the Paying Agent in London. The details set out in the signed Final Terms shall be conclusive evidence of the agreement (save in the case of manifest error) and shall be binding on the parties accordingly. |
| Issue Date minus 2 | | The relevant Dealer instructs Euroclear and/or Clearstream, Luxembourg to debit from its account and pay the purchase price, against delivery of the Notes, as instructed by the relevant Dealer, to the account specified by the Republic. The Fiscal Agent will arrange for the delivery of the Note free of payment to the relevant Dealer's account. |
| Issue Date minus 1 | 2.00 p.m. | In the case of Notes which are to be listed on a Stock Exchange, the Paying Agent in London also notifies the relevant Stock Exchange by facsimile or by hand of the details of the Notes to be issued by sending the Final Terms to the relevant Stock Exchange. |
| | 3.00 p.m. | In the case of Floating Rate Notes, the Calculation Agent notifies Euroclear, Clearstream, Luxembourg, the Republic, the relevant Stock Exchange (if applicable) and the relevant Dealer, by facsimile, of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined. |

| <u>Day</u> | <u>Latest London time</u> | <u>Action</u> |
|---|---------------------------|---|
| Issue Date minus 1 (in the case of pre-closed issues) or Issue Date (in any other case) (the “ Payment Instruction Date ”) | As agreed. | <p>The Paying Agent in London prepares (by attaching the applicable Final Terms) and authenticates a Temporary Global Note for each Tranche of Notes which is to be purchased in accordance with the Order for Authentication and Delivery. The conditions precedent in the Program Agreement are satisfied and/or waived. The Temporary Global Note is then delivered by such Paying Agent to a common depository for Euroclear and/or Clearstream, Luxembourg and instructions are given by such Paying Agent to Euroclear and/or Clearstream, Luxembourg, as the case may be, to credit the Notes represented by such Temporary Global Note to such Paying Agent’s distribution account. Such Paying Agent further instructs Euroclear or, as the case may be, Clearstream, Luxembourg to debit from the distribution account the principal amount of the relevant Tranche of Notes and to credit such principal amount to the account of such Dealer with Euroclear or Clearstream, Luxembourg free of payment to the account of such Paying Agent of the purchase price for the relevant Tranche of Notes for value on the Issue Date. The relevant Dealer gives corresponding instructions to Euroclear or Clearstream, Luxembourg.</p> <p>The parties (which, for this purpose, shall include the Fiscal Agent) may agree to arrange for “delivery against payment” to be made through the relevant clearing system if specified in the applicable Final Terms, in which case these settlement procedures will be amended accordingly.</p> |
| Issue Date | | <p>Euroclear and/or Clearstream, Luxembourg debits and credits accounts in accordance with instructions received by them.</p> <p>The relevant Dealer causes the purchase price to be paid to such account as has been designated by the Republic.</p> |
| On or subsequent to the Issue Date | | <p>The relevant Paying Agent notifies the Republic forthwith in the event that a Dealer does not pay the purchase price due from it in respect of a Note.</p> <p>The relevant Dealer promptly notifies the Fiscal Agent and the relevant Paying Agent that the distribution of the Notes purchased by it has been completed.</p> |
| On the Exchange Date (if necessary) | | <p>In the case of a Tranche of Notes of a particular Series, where the Final Terms for such Tranche does not specify that such Temporary Global Note is to be exchangeable only for Notes in definitive form, the relevant Paying Agent shall also prepare, authenticate and issue, on the Exchange Date, a Permanent Global Note for such Tranche and delivers such Permanent Global Note to the common</p> |

| Day | Latest London time | Action |
|------------|-------------------------------|---------------|
|------------|-------------------------------|---------------|

depository for Euroclear and Clearstream, Luxembourg.

ANNEX A

PART 2

SETTLEMENT PROCEDURES FOR REGISTERED ISSUES NOT TO BE SUBSCRIBED PURSUANT TO A PURCHASE AGREEMENT

| Day | Latest London Time | Action |
|-------------------------------------|-------------------------------|--|
| No later than Issue Date minus 3 | 2.00 p.m. | The Republic may agree terms with one or more Dealers for the issue and purchase of Notes (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Republic). |
| | 3.00 p.m. | If the relevant Dealer has reached agreement with the Republic by telephone, such relevant Dealer confirms the terms of the agreement to the Republic by facsimile (substantially in the form set out in Annex B hereto) attaching a copy of the Final Terms (substantially in the form set out in Annex C hereto). The relevant Dealer sends a copy of that facsimile, together with a copy of any Dealer Accession Letter (where appropriate) to the Fiscal Agent, Registrar and the Fiscal Agent for information. |
| | 5.00 p.m. | <p>The Republic confirms its agreement to the terms on which the issue of Notes is to be made (including the form of the Final Terms) by signing and returning a copy of the Final Terms to the relevant Dealer. The Republic also confirms its instructions to the Fiscal Agent (including, in the case of Floating Rate Notes, for the purposes of rate fixing) and the Registrar to carry out the duties to be carried out by the Fiscal Agent and the Registrar under these Settlement Procedures and Fiscal Agency Agreement including, in the case of the Registrar, preparing, authenticating and issuing one or more Registered Global Notes for each Tranche of Notes which are to be purchased by the Relevant Dealer, giving details of such Notes.</p> <p>The Republic confirms such instructions by sending a copy by facsimile of the signed Final Terms and a completed Order for Authentication and Delivery, substantially in the form of Exhibit 1 to this Annex A, to the Fiscal Agent and the Registrar. The details set out in the signed Final Terms shall be conclusive evidence of the agreement (save in the case of manifest error) and shall be binding on the parties accordingly.</p> <p>The Dealer instructs the Registrar to obtain a CUSIP and/or a Reg S CINS number, a common code and ISIN. In the case of the first Tranche of Registered Notes, the Registrar selects the next available CUSIP from the list provided to it for such Tranche and the Registrar telephones Euroclear or Clearstream, Luxembourg with a request for a common code and ISIN for such Tranche and, in the case of a</p> |

| Day | Latest London Time | Action |
|--------------------|--------------------|---|
| | | subsequent Tranche of Notes of that Series, the Registrar telephones Euroclear and/or Clearstream, Luxembourg with a request for a temporary common code and ISIN for such Tranche. Each CUSIP, common code and ISIN is notified by the Registrar, by facsimile, to the Republic and the relevant Dealer. |
| Issue Date minus 2 | | <p>In respect of Notes to be resold pursuant to Rule 144A, the relevant Dealer notifies Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, of the respective participation accounts to be credited with interests in the Registered Global Note(s) to be issued. In respect of Notes sold pursuant to Regulation S, the relevant Dealer notifies Euroclear and/or Clearstream, Luxembourg of the relevant accounts to be credited with Notes represented by interests in the Reg S Global Note(s) to be issued which will be recorded in the participation accounts of [●], in the case of holders through Clearstream, Luxembourg, or [●], in the case of holders through Euroclear, as the case may be.</p> <p>Where the relevant Dealer is purchasing Notes through Euroclear and/or Clearstream, Luxembourg, the relevant Dealer instructs Euroclear and/or Clearstream, Luxembourg, subject to further instructions, on the Issue Date or, in the case of Notes denominated in a currency requiring a pre-closing, the Issue Date minus 1, to debit its account, or such account as it directs, and pay the purchase price to the account of the Fiscal Agent (in such capacity, the “Closing Bank”) notified to the relevant Dealer for such purpose.</p> <p>Where the relevant Dealer is not purchasing Notes through Euroclear and/or Clearstream, Luxembourg and where such Notes are denominated in U.S. Dollars, the relevant Dealer instructs Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, subject to further instructions, on the Issue Date, to debit its account, or such account as it directs, and pay the purchase price to the account of the Closing Bank notified to the relevant Dealer for such purpose.</p> <p>Where the relevant Dealer is not purchasing Notes through Euroclear and/or Clearstream, Luxembourg and where such Notes are denominated in a specified currency other than U.S. Dollars, the relevant Dealer instructs its paying bank on the Issue Date or, in the case of Notes denominated in a currency requiring a pre-closing, the Issue Date minus 1, to pay the purchase price to the account of the Closing Bank notified to the relevant Dealer for such purpose.</p> |
| Issue Date minus 1 | 2.00 p.m. | In the case of Notes which are to be listed on a Stock Exchange, the Fiscal Agent also notifies the relevant Stock |

| <u>Day</u> | <u>Latest London Time</u> | <u>Action</u> |
|--|---------------------------|---|
| | | Exchange, by facsimile or by hand, of the details of the Notes to be issued by sending the Final Terms to the relevant Stock Exchange. |
| | 3.00 p.m. | In the case of Floating Rate Notes, the Calculation Agent notifies the Registrar, Euroclear, Clearstream, Luxembourg, DTC, the Republic, the relevant Stock Exchange (if applicable) and the relevant Dealer, by facsimile, of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined. |
| Issue Date minus 1 (in the case of pre-closed issues) or Issue Date (in any other case) (the “Payment Instruction Date”) | As agreed. | <p>The Registrar (or its agent on its behalf) prepares by attaching the applicable Final Terms thereto and authenticates the Registered Global Note(s) for each Tranche of Notes, which is to be purchased in accordance with the Order for Authentication and Delivery. The conditions precedent in the Program Agreement are satisfied and/or waived. The Registrar enters details of the principal amount of Notes to be issued and the registered holder(s) of such Notes in the Register. Each Registered Global Note is then delivered by, or on behalf of, the Registrar to a common depository for Euroclear or Clearstream, Luxembourg or, if applicable, a custodian for DTC, as the case may be, to credit the principal amount of the relevant Tranche of Notes to the appropriate participants’ accounts of Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, previously notified by the relevant Dealer. Each Definitive Registered Note is delivered to the applicable Dealer or its designee for the benefit of the purchase of such Note against delivery by such Dealer of a receipt therefor or if so instructed and upon confirmation from the Republic that proper payment by the purchaser has been made, deliver the Note(s) directly to the Republic or its designee for the benefit of the purchaser of such Note(s) against delivery of a receipt therefor.</p> <p>The parties (which for this purpose shall include the Fiscal Agent and the Registrar) may agree to arrange delivery “free of payment” to be made through the relevant clearing system if specified in the applicable Final Terms, in which case these settlement procedures will be amended accordingly.</p> <p>The relevant Dealer instructs Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, to credit the interests in the Registered Global Note(s) representing Notes purchased by or through such Dealer to such accounts as the relevant Dealer has directed with DTC and/or to [●]’s participation account, in the case of holders through Euroclear, or [●]’s participation account, in the case</p> |

| Day | Latest London Time | Action |
|------------------------------------|---------------------------|---|
| | | of holders through Clearstream, Luxembourg, as the case may be. |
| Issue Date | | DTC (if applicable), Euroclear and/or Clearstream, Luxembourg debits (if applicable) and credits accounts in accordance with instructions received by them. |
| | | The Closing Bank makes payment to the Republic for value on the Issue Date of the aggregate amount received by it to such account of the Republic as shall have been notified to the Closing Bank for that purpose by the Republic. |
| On or subsequent to the Issue Date | | The Registrar notifies the Republic forthwith in the event that the relevant Dealer does not pay the purchase price due from it in respect of the Notes. |
| | | The relevant Dealer notifies the Fiscal Agent that the distribution of the Notes purchased by it has been completed. |

ANNEX A

PART 3

SETTLEMENT PROCEDURES FOR BEARER ISSUES TO BE SUBSCRIBED PURSUANT TO A SYNDICATION AGREEMENT

| <u>Day</u> | <u>Latest London Time</u> | <u>Action</u> |
|---|-------------------------------|--|
| No later than Issue Date minus 10 (or such other number of days agreed between the Republic, the Lead Manager and the Fiscal Agent) | | <p>The Republic may, subject to the execution of the Syndication Agreement referred to below, agree terms with a Dealer (which term, for the purpose of this Part 3, includes any entity to be appointed as a dealer under the Syndication Agreement referred to below) (the “Lead Manager”) for the issue and purchase of Notes to be subscribed pursuant to a Syndication Agreement (whether pursuant to an unsolicited bid by such Lead Manager or pursuant to an enquiry by the Republic). The Lead Manager may invite other Dealers (new or additional) approved by the Republic to join an underwriting syndicate, either on the basis of an invitation telex agreed between the Republic and the Lead Manager, or on the terms of the Final Terms referred to below and the Syndication Agreement. The Lead Manager and any such Dealers are together referred to as the “Managers”.</p> <p>The Lead Manager instructs the Paying Agent in London to obtain a common code and ISIN. In the case of the first Tranche of Notes of a Series, the Paying Agent in London telephones Euroclear and/or Clearstream, Luxembourg with a request for a common code and ISIN and, in the case of a subsequent Tranche of Notes of that Series, the Fiscal Agent telephones Euroclear or Clearstream, Luxembourg with a request for a temporary common code and ISIN for such Tranche. Each common code and ISIN is notified by the Paying Agent in London to the Republic and the Lead Manager.</p> <p>The Republic and the Lead Manager agree the terms of the Final Terms prepared by or on behalf of the Lead Manager (in substantially the form of Annex C hereto) which is submitted to the Paying Agent in London and to counsel rendering a legal opinion in connection with the relevant issue for approval. A draft Syndication Agreement (in substantially the form of Appendix E to the Program Agreement or such other form as may be agreed between the Republic and the Lead Manager) is also prepared and agreed. The Lead Manager sends a copy of the draft Syndication Agreement to any other Managers at least two full business days before the Syndication Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Base Prospectus and Program Agreement (together with such other items from the Initial Documentation List as the Lead Manager deems</p> |

| <u>Day</u> | <u>Latest London Time</u> | <u>Action</u> |
|--|---------------------------|--|
| | | appropriate) to any other Manager which has not previously received such documents. The Syndication Agreement and Final Terms are agreed and executed and a copy of the Final Terms, together with a completed Order for Authentication and Delivery, substantially in the form of Exhibit 1 to this Annex A, are sent, by facsimile, to the Paying Agent in London which shall act as their authorization (including, in the case of Floating Rate Notes, for the purposes of rate fixing) to carry out the duties to be carried out by them under these settlement procedures and the Fiscal Agency Agreement, such duties including preparing, authenticating and issuing a Temporary Global Note for the Tranche of Notes which is to be purchased by or through the relevant Dealer, giving details of such Notes. Where the Final Terms does not specify that such Temporary Global Note, is to be exchangeable only for Notes in definitive form, the relevant Paying Agent shall also prepare, authenticate and issue, on the Exchange Date, a Permanent Global Note for such Tranche. |
| No later than Issue Date minus 1 | 2.00 p.m. | In the case of Notes to be listed on a Stock Exchange, the Paying Agent in London notifies the relevant Stock Exchange, by facsimile or by hand, of the details of the Notes to be issued by sending the Final Terms to the relevant Stock Exchange. |
| | 3.00 p.m. | In the case of Floating Rate Notes, the Calculation Agent notifies Euroclear, Clearstream, Luxembourg, the Republic, the relevant Stock Exchange (if applicable) and the relevant Dealer, by facsimile, of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined. |
| Issue Date minus 1 (in the case of pre-closed issues) or Issue Date (in any other case) (the “Payment Instruction Date”) | As agreed | <p>The Paying Agent in London prepares (by attaching the applicable Final Terms) and authenticates a Temporary Global Note for each Tranche of Notes which is to be purchased in accordance with the Order for Authentication and Delivery. The conditions precedent in the Syndication Agreement and the Program Agreement are satisfied and/or waived. The Temporary Global Note is then delivered by such Paying Agent to a common depositary for Euroclear and/or Clearstream, Luxembourg and instructions are given by such Paying Agent (on behalf of the Republic) to the common depositary to hold the Notes represented by such Temporary Global Note to the Republic’s order.</p> <p>The Lead Manager instructs the common depositary to request Euroclear and/or Clearstream, Luxembourg to credit such principal amount of the relevant Tranche of Notes to the accounts of the persons entitled thereto with Euroclear</p> |

| Day | Latest London Time | Action |
|-------------------------------------|---------------------------|---|
| | | and/or Clearstream, Luxembourg against payment to the specified account of the Republic of the purchase price for the relevant Tranche of Notes for value on the Issue Date. |
| Issue Date | | Euroclear and/or Clearstream, Luxembourg debts and credits in accordance with instructions received by them. The Lead Manager causes the purchase price to be paid to such account as has been designated by the Republic. |
| On or subsequent to the Issue Date | | Each other Manager (if any) promptly notifies the Lead Manager when the distribution of the Notes purchased by it has been completed. The Lead Manager promptly notifies the Fiscal Agent and the relevant Paying Agent upon completion of the distribution of the Notes of the relevant Tranche. |
| On the Exchange Date (if necessary) | | In the case of a Tranche of a Series, where the Final Terms for such Tranche does not specify that such Temporary Global Note is to be exchangeable only for Notes in definitive form, the relevant Paying Agent shall also prepare, authenticate and issue, on the Exchange Date, a Permanent Global Note for such Tranche and deliver such Permanent Global Note to the common depository for Euroclear and/or Clearstream, Luxembourg. |

ANNEX A

PART 4

SETTLEMENT PROCEDURES FOR REGISTERED ISSUES TO BE SUBSCRIBED PURSUANT TO A PURCHASE AGREEMENT

| <u>Day</u> | <u>Latest London Time</u> | <u>Action</u> |
|--|-------------------------------|---|
| No later than Issue Date minus 10 (or such other number of days agreed between the Republic, the Lead Manager, the Fiscal Agent and the Registrar) | | <p>The Republic may, subject to the execution of the Purchase Agreement referred to below, agree on terms with a Dealer (which term, for the purposes of this Part 4, includes any entity to be appointed as a dealer under the Purchase Agreement referred to below) (the “Lead Manager”) for the issue and purchase of Notes to be subscribed pursuant to a Purchase Agreement (whether pursuant to an unsolicited bid by such Lead Manager or pursuant to an enquiry by the Republic). The Lead Manager may invite other Dealers (new or additional) approved by the Republic to join an underwriting syndicate, either on the basis of an invitation telex agreed between the Republic and the Lead Manager, or on the terms of the Final Terms referred to below and the Purchase Agreement. The Lead Manager and such Dealers are together referred to as the “Managers”.</p> <p>The Republic and the Lead Manager agree the terms of the Final Terms prepared by or on behalf of the Lead Manager (in substantially the form of Annex C hereto) which is submitted to the Fiscal Agent and counsel rendering a legal opinion in connection with the relevant issue for approval. A draft Purchase Agreement (in substantially the form of Appendix F to the Program Agreement or such other form as may be agreed between the Republic and the Lead Manager) is also prepared and agreed. The Purchase Agreement may, if so agreed, be called another name.</p> <p>The Lead Manager instructs the Registrar to obtain a CUSIP and/or a Reg S CINS number, a common code and ISIN. In the case of the first Tranche of Registered Notes, the Registrar selects the next available 144A CUSIP and/or a Reg S CINS number from the list provided to it for such Tranche and the Registrar telephones Euroclear or Clearstream, Luxembourg with a request for a common code for such Tranche. Each CUSIP and/or a Reg S CINS number, common code is notified by the Registrar, by facsimile, to the Republic and the Lead Manager.</p> <p>The Lead Manager sends a copy of the draft Purchase Agreement to any other Manager at least two full business days before the Purchase Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Base Prospectus and Program Agreement (together with such other items from the Initial Documentation List as the Lead Manager deems appropriate) to any other Manager</p> |

| Day | Latest London Time | Action |
|-----|--------------------|--------|
|-----|--------------------|--------|

which has not previously received such documents. The Purchase Agreement and Final Terms are agreed and executed and a copy of the Final Terms and Purchase Agreement, together with a completed Order for Authentication and Delivery, substantially in the form of Exhibit 1 to this Annex A, are sent, by facsimile, to the Registrar and the Fiscal Agent which shall act as their authorization (including, in the case of Floating Rate Notes, for the purposes of rate fixing) to carry out the duties to be carried out by them under these settlement procedures and the Fiscal Agency Agreement, such duties including preparing, authenticating and issuing one or more Registered Global Notes for each Tranche of Notes which are to be purchased by or through the relevant Dealer, giving details of such Notes.

In respect of Notes to be resold pursuant to Rule 144A, each Manager notifies Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, and the Registrar of the participation accounts to be credited with interests in the Restricted Global Note(s) to be issued. In respect of Notes to be sold pursuant to Regulation S, the Lead Manager notifies Euroclear and/or Clearstream, Luxembourg of the relevant accounts to be credited with Notes represented by interests in the Reg S Global Note(s) to be issued which will be recorded in the participation accounts of [●], in the case of holders through Clearstream, Luxembourg, or [●], in the case of holders through Euroclear, as the case may be.

In the case of a Manager purchasing Notes through Euroclear and/or Clearstream, Luxembourg, the Lead Manager instructs Euroclear and/or Clearstream, Luxembourg, subject to further instructions, on the Issue Date or, in the case of Notes denominated in a currency requiring a pre-closing, the Issue Date minus 1, to debit its account and pay the purchase price to the account of the Fiscal Agent (in such capacity, the “Closing Bank”) notified to the Lead Manager for such purpose.

In the case of a Manager who is not purchasing Notes through Euroclear and/or Clearstream, Luxembourg and where such Notes are denominated in U.S. Dollars, such Manager instructs DTC, subject to further instructions, on the Issue Date, to debit its account and pay the purchase price, against delivery of the Notes, to the account of the Closing Bank notified to the Manager(s) for such purpose.

In the case of a Manager who is not purchasing Notes through Euroclear and/or Clearstream, Luxembourg and where such Notes are denominated in a specified currency other than U.S. Dollars, such Manager instructs its paying bank on the Issue Date or, in the case of Notes denominated

| <u>Day</u> | <u>Latest London Time</u> | <u>Action</u> |
|---|---------------------------|--|
| | | <p>in a currency requiring a pre-closing, the Issue Date minus 1, to pay the purchase price to the account of the Closing Bank notified to the Manager(s) for such purpose.</p> <p>In any case where a Manager is not purchasing Notes through Euroclear and/or Clearstream, Luxembourg, the Closing Bank will only perform its duties as closing bank upon receipt from such Manager of confirmation satisfactory to the Closing Bank that payment for such Notes will be made on the Issue Date to the account of the Closing Bank notified to the Manager(s) for such purpose.</p> |
| No later than Issue Date minus 1 | 2.00 p.m. | In the case of Notes which are to be listed on a Stock Exchange, the Fiscal Agent also notifies the relevant Stock Exchange, by facsimile or by hand, of the details of the Notes to be issued by sending the Final Terms to the relevant Stock Exchange. |
| | 3.00 p.m. | In the case of the Floating Rate Notes, the Calculation Agent notifies the Registrar, Euroclear, Clearstream, Luxembourg, DTC, the Republic, the relevant Stock Exchange (if applicable) and the Lead Manager, by facsimile, of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined. |
| | | The Registrar (or its agent on its behalf) prepares (by attaching the applicable Final Terms) and authenticates the Registered Global Note(s) for each Tranche of Notes which is to be purchased. The conditions precedent in the Program Agreement are satisfied and/or waived. |
| Issue Date minus 1 (in the case of pre-closed issues) or Issue Date (in any other case) (the “ Payment Instruction Date ”) | agreed time | The Registrar enters details of the principal amount of the Notes to be issued and the registered holder(s) of such Notes in the Register. Each Registered Global Note is then delivered by, or on behalf of, the Registrar to a common depositary for Euroclear or Clearstream, Luxembourg or, if applicable, a custodian for DTC, as the case may be, to credit the principal amount of the relevant Tranche of Notes to the appropriate participants’ accounts of Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, previously notified by the Lead Manager. Each Definitive Registered Note is delivered to the applicable Manager or its designee for the benefit of the purchaser of such Note against delivery by such Manager of a receipt therefor or if so instructed and upon confirmation from the Republic that proper payment by the purchaser has been made, delivered directly to the Republic or its designee for the benefit of the purchaser of such Note(s) against delivery of a receipt therefor. |

| Day | Latest London Time | Action |
|------------------------------------|---------------------------|---|
| | | In respect of Notes resold pursuant to Rule 144A, each Manager instructs Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, to credit the interests in the Restricted Global Note(s) representing Notes purchased by each Manager to such participation accounts as it has previously notified to Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be. In respect of Notes sold pursuant to Regulation S, the Lead Manager instructs Euroclear or Clearstream, Luxembourg or, if applicable, DTC, as the case may be, to credit the interests in the Reg S Global Note(s) to [●]'s participation account, in the case of holders through Clearstream, Luxembourg, or [●]'s participation account, in the case of holders through Euroclear, as the case may be. |
| Issue Date | | <p>DTC, Euroclear and/or Clearstream, Luxembourg debits (if applicable) and credits accounts in accordance with instructions received by them.</p> <p>The Lead Manager instructs the Closing Bank to make payment to the specified account of the Republic of the purchase price for the relevant Tranche of Notes for value on the Issue Date.</p> <p>The Closing Bank makes payment to the specified account of the Republic of the purchase price for the relevant Tranche of Notes for value on the Issue Date.</p> |
| On or subsequent to the Issue Date | | <p>The Registrar notifies the Republic and the Fiscal Agent of the issue of Notes giving details of each Registered Global Note and the principal amount represented thereby.</p> <p>Each Manager which has purchased Notes notifies the Fiscal Agent that the distribution of the Notes purchased by it has been completed. The Fiscal Agent promptly notifies the Republic, the Registrar, DTC, Euroclear and/or Clearstream, Luxembourg of the date of completion of distribution of the relevant Notes.</p> |

Explanatory Notes to Annex A

- (i) Unless otherwise specified herein each “**day**” is a day on which commercial banks and foreign exchange markets are open for business in London, counted in reverse order from the proposed Issue Date.
- (ii) The Issue Date must be a Business Day. For the purposes of this Memorandum, “**Business Day**” means a day which is both:
 - (i) a day on which commercial banks and foreign exchange markets make payments in London and any other place as is specified in the applicable Final Terms (each an “**Additional Business Center**”); and
 - (ii) either (1) in relation to Notes denominated as payable in a Specified Currency other than Euros, a day on which commercial banks and foreign exchange markets settle payments in the principal finance center of the country of the relevant Specified Currency (if other than London or any Additional Business Center) or (2) in relation to Notes denominated or payable in Euros, a day on which TARGET2 is open.
- (c) Unless otherwise specified herein, times given are the approximate times for the taking of the action in question and are references to London time.

ANNEX A

FORM OF AUTHENTICATION AND DELIVERY ORDER

**Order for Authentication and
Delivery of Notes**

Deutsche Bank Trust Company Americas
60 Wall Street
New York
New York

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB

Re: The Lebanese Republic - U.S.\$22,000,000,000 Global Medium-Term Note Program

Ladies and Gentlemen:

Reference is made herein to the Amended and Restated Fiscal Agency Agreement, dated March 1, 2010 (the “**Fiscal Agency Agreement**”), among the Lebanese Republic (the “**Republic**”), Deutsche Bank Trust Company Americas, acting through its principal corporate office in New York, as the Fiscal Agent, a Transfer Agent, the Exchange Agent and the Registrar, Deutsche Bank AG, London Branch, as a Paying Agent and a Transfer Agent and Deutsche Bank Luxembourg, S.A. as a Paying Agent, a Transfer Agent and Listing Agent. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Fiscal Agency Agreement.

Pursuant to the terms of the Fiscal Agency Agreement, the Republic hereby instructs and authorizes you, on the issue date specified below, (i) to complete [INSERT DETAILS OF NOTES] as set forth below, (ii) to authenticate the [INSERT DETAILS OF NOTES] and (iii) [to deliver] [to hold] such authenticated [INSERT DETAILS OF NOTES] to [Deutsche Bank AG, London Branch, as common depository for Euroclear and Clearstream, Luxembourg as set forth below]² [in your capacity as custodian for DTC]³ [the holders shown on the records of the applicable Clearing Agent as having a beneficial interest in the applicable Temporary Global Note]⁴.

Series Number:
Tranche:
Principal Account:
Issue Date:
Maturity Date:
Other:

Interest Rate:
Specified Currency:
CUSIP:
ISIN:
Common Code:

[SIGNATURE PAGE FOLLOWS]

² Insert only if a Global Note is to be delivered to a common depository for Euroclear and Clearstream, Luxembourg.
³ Insert if a Regulation S Global Note or Restricted Global Note is to be delivered to DTC or a custodian for DTC.
⁴ [Insert only if Definitive Bearer Notes are to be issued to holders in exchange for their respective beneficial interests in a Temporary Global Note pursuant to the provisions contained therein].

Very truly yours,

The Lebanese Republic

By: _____
Authorized Representative

cc: [Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
Attn: MTN Trading Desk
Facsimile: 44-020-7905-6128]

[Merrill Lynch International
2 King Edward Street
London EC1A 1HQ
Attn: EMTN Trading Desk
Facsimile: 44-020-7995-2968]

[other Dealers]

Note: Please confirm that the terms of the Note[s] to be authenticated and delivered by [the Fiscal Agent/Paying Agent] as set forth in the foregoing Order of Authentication and Delivery are correct and agreed by signing in the space provided for below and returning the same to [the Fiscal Agent/Paying Agent] at facsimile _____.

[DEALER]

By: _____
Name:
Title:

[DEALER]

By: _____
Name:
Title:

ANNEX B

FORM OF DEALER'S CONFIRMATION TO REPUBLIC
FOR ISSUES WITH NO SYNDICATION/PURCHASE AGREEMENT

[Date]

To: []

c.c. []

LEBANESE REPUBLIC
[Description of issue] (the "Notes")
issued pursuant to the U.S.\$22,000,000,000 Global Medium-Term Note Program

We refer to the Amended and Restated Program Agreement, dated March 1, 2010, among the Republic, Credit Suisse Securities (Europe) Limited, Merrill Lynch International and the financial institutions that may become party thereto, as Dealers (the "**Program Agreement**") and the Amended and Restated Fiscal Agency Agreement, dated March 1, 2010, among the Republic, Deutsche Bank Trust Company Americas, acting through its principal corporate office in New York, as Fiscal Agent, Transfer Agent, Registrar and Exchange Agent, Deutsche Bank AG, London Branch, as Paying Agent and Transfer Agent, and Deutsche Bank Trust Luxembourg S.A., as Paying Agent, Transfer Agent and Listing Agent (the "**Fiscal Agency Agreement**").

In accordance therewith, we hereby confirm the agreement for the purchase from you of [describe issue] Notes due [] under the above Program, as described in the Final Terms attached hereto as Exhibit A, on the terms set forth in the Program Agreement. This Agreement is supplemental to the Program Agreement.

[The selling commission in respect of the Notes will be [] per cent. of the principal amount of the Notes and will be deductible from the net proceeds of the issue.]

[The Notes are to be credited to [Euroclear/Clearstream, Luxembourg] account number [] in the name of [Name of Dealer]]. [The Notes are to be credited to the participation accounts (nos. [] and [] in DTC in the names of [] and [].]

Section 20 of the Program Agreement shall also apply to this Agreement as if expressly incorporated herein.

Please confirm your agreement to the terms of issue by signing and faxing to us a copy of the attached Final Terms. Please also facsimile a copy of the Final Terms to [the Registrar and] the Fiscal Agent.

For and on behalf of [Name of Dealer]

By: _____
Authorized signatory

**EXHIBIT A TO THE FORM OF DEALER'S CONFIRMATION TO REPUBLIC FOR ISSUES
WITH NO SYNDICATION/PURCHASE AGREEMENT**

[Form of the Final Terms]

ANNEX C

FORM OF THE FINAL TERMS

Final Terms dated [•]



Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]

under the

\$22,000,000,000 Global Medium-Term Note Program

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “*Conditions*”) set forth in the Base Prospectus dated March 1, 2010 [and the Base Prospectus Supplement dated [•], 2010, which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “*Prospectus Directive*”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and the Final Terms are published on the website of the Luxembourg Stock Exchange (www.bourse.lu). [The Base Prospectus [and the Base Prospectus Supplement] [is] [are] available for viewing at the Ministry of Finance, Riad El-Solh Sector, Beirut, Lebanon and copies may be obtained from the Paying Agent, Deutsche Bank Luxembourg S.A., 2 Boulevard Konrad Adenauer, L-1115 Luxembourg.

1. [(i)] Issuer: The Lebanese Republic
2. [(i)] Series Number: []
[(ii)] Tranche Number: []

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)]
3. Specified Currency or Currencies: []
4. Aggregate Principal Amount: []
[(i)] Series: []
[(ii)] Tranche: []
5. Issue Price: [] percent of the Aggregate Principal Amount [plus accrued interest from *[insert date]* (*if applicable*)]

6. (i) Specified Denominations: []
(ii) Calculation Amount []
7. [(i)] Issue Date: []
[(ii)] Interest Commencement Date [specify/Issue Date/Not Applicable]
8. Maturity Date: [specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
9. Interest Basis: [• percent Fixed Rate]
[[specify reference rate] +/- • percent Floating Rate]
[Other (specify)]
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
[Partly Paid]
Other (specify)]
11. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]
12. Amortization of Principal: [Amortization Date:]
[Amortization Amounts:]
13. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
14. [(i)] Status of the Notes: Unsubordinated.
[(ii)] [Date of Council of Ministers approval for issuance of Notes obtained:] [] [and [], respectively]
(N.B Only relevant where Council of Ministers (or similar) authorisation is required for the particular tranche of Notes)
15. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [] percent per annum [payable [annually/semi-annually/quarterly/monthly/other (specify)] in arrear]
- (ii) Fixed Interest Date(s): [] in each year, commencing [] [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s)]/not adjusted]

- (iii) Fixed Coupon Amount[(s)]: [] per Calculation Amount
- (iv) [Initial][Final] Broken Amount(s): [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*]
- (v) Fixed Day Count Fraction: [30/360 / Actual/Actual / other]
- (vi) Determination Dates: [] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual*)
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]

17. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Interest Period(s) []
- (ii) Specified Interest Payment Dates: []
- (iii) First Interest Payment Date: []
- (iv) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (v) Business Centre(s): []
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / ISDA Determination / other (*give details*)]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Agent]): []
- (viii) Screen Rate Determination:
- Reference Rate: []
 - Interest Determination Date(s): []

- Relevant Screen Page: []
- (ix) ISDA Determination:
 - Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (x) Margin(s): [+/-][] percent per annum
- (xi) Minimum Rate of Interest: [] percent per annum
- (xii) Maximum Rate of Interest: [] percent per annum
- (xiii) Day Count Fraction: []
- (xiv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: []

18. **Non-interest bearing Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) [Amortisation/Accrual] Yield: [] percent per annum
- (ii) Reference Price: []
- (iii) Any other formula/basis of determining amount payable: []

PROVISIONS RELATING TO REDEMPTION

19. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Calculation Amount
- (iii) If redeemable in part:

- (a) Minimum Redemption Amount: [] per Calculation Amount
- (b) Maximum Redemption Amount: [] per Calculation Amount
- (iv) Notice period [Condition 7(c) applies]
20. **Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [] per Calculation Amount
- (iii) Notice period []
21. **Final Redemption Amount of each Note** [100 percent if paid in full on the Maturity Date]
 [Notes will be repaid at the Amortization Amounts and on the Amortization Dates specified in the Final Terms]
22. **Early Redemption Amount**
- Early Redemption Amount(s) of each Note payable on redemption on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): []
- GENERAL PROVISIONS APPLICABLE TO THE NOTES**
23. Form of Notes: [Registered Notes][Bearer Notes]
 [Definitive Registered Notes] [Regulation S Global Notes]
 [Restricted Global Note] [Not Applicable/ give details] [Definitive Bearer Note] [Global Bearer Note]
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]
- [Permanent Global Note exchangeable for Definitive Notes on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]
24. Financial Centre(s) or other [Not Applicable/give details. Note that this item relates to the date

- special provisions relating to Payment Dates: *and place of payment, and not interest period end dates, to which items 15 (ii), 16iiv) and 18(ix) relates]*
25. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details]*
26. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition •] apply]
27. Consolidation provisions: [Not Applicable/The provisions [in Condition •] apply]
28. The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised: [Not Applicable/*give details]*
29. Other final terms: [Not Applicable/*give details]*
- (When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

DISTRIBUTION

30. (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/*give names, addresses and underwriting commitments]*
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)*
- (ii) Date of Subscription Agreement: []
- (iii) Stabilizing Manager(s) (if any): [Not Applicable/*give name]*
31. If non-syndicated, name and address of Dealer: [Not Applicable/*give name and address]*
32. Total commission and concession: [] percent of the Aggregate Principal Amount
33. US Selling restrictions [Regulation S Category 1/*other give details]*
34. Additional selling restrictions: [Not Applicable/*give details]*

[LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the U.S.\$22,000,000,000 Global Medium-Term Note Program of the Lebanese Republic.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i) Listing: [Official List of the Luxembourg Stock Exchange/other (*specify*)]
[Beirut Stock Exchange]

(ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [] and [] with effect from [].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)

2. RATINGS

Ratings: [Insert ratings and definitions applicable to ratings of the Notes in effect at the Issue Date.]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

“Save as discussed in “*Subscription and Sale*”, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)]Reasons for the offer []
(See “Use of Proceeds” wording in the Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

[(ii)] Estimated net proceeds: [] (*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)

[(iii)] Estimated total expenses: [] [*Include breakdown of expenses.*]

5. [FIXED RATE NOTES ONLY – YIELD]

Indication of yield: []

Calculated as [*include details of method of calculation in summary form*] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. [*Floating Rate Notes only* - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

7. INFORMATION IN RESPECT OF CERTAIN OFFERS OF NOTES

(i) Time period, including any possible amendments, during which the offer will be open: [Not Applicable/*give details*]

(ii) Arrangements for publication of final size of issue/offer: [Not Applicable/*give details*]

(iii) Description of the application process: [Not Applicable/*give details*]

(iv) Details of the minimum/maximum amount of application (whether in numbers of securities or aggregate amount to invest): [Not Applicable/*give details*]

(v) Method and time limits for paying up the securities and for delivery of the securities: [Not Applicable/*give details*]

(vi) Full description of the manner and date in which results of the offer are to be made to the public: [Not Applicable/*give details*]

(vii) Indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure: [Not Applicable/*give details*]

(viii) Process for notification to applicants of the amount of Notes allotted and indication whether dealing may begin before notification is made: [Not Applicable/*give details*]

(ix) Details of any Tranche(s) reserved for specific country: [Not Applicable/*give details*]

(x) Additional information applicable to the terms and conditions of the offer, if any: [Not Applicable/*give details*]

8. OPERATIONAL INFORMATION

ISIN Code: []

Common Code: []

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking *Société Anonyme* and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]

[DTC - CUSIP: []]

[MIDCLEAR]

Delivery: Delivery [against/free of] payment

Names and addresses of additional []
Paying Agent(s) (if any):

Name and address of Calculation []
Agent (if any), if different from
Paying Agent:

ANNEX D

TRADING DESK AND ADMINISTRATIVE INFORMATION

The Issuer

The Lebanese Republic
Ministry of Finance
Riad El-Solh Sector
Beirut
Lebanon

Telephone: + 961 1 987 057
Facsimile: + 961 1 648 259
Attention: Ministry of Finance
Foreign Exchange and International Operations Manager/BDL

The Dealers

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ

Telephone: +44 20 7883 4064
Facsimile: +44 20 7890 2310
Attention: MTN Desk

Merrill Lynch International
2 King Edward Street
London EC1A 1HQ

Telephone: +44 20 7995 3995
Facsimile: +44 20 7995 2968
Attention: EMTN Trading and Distribution Desk

BNP Paribas
10 Harewood Avenue
London NW1 6AA

Telephone: +44 20 7595 2380
Facsimile: +44 20 7595 5094
Attention: MTN Desk

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Telephone: +44 20 7508 9555
Facsimile: +44 20 7508 9090
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