

(Oct. 10, 2022 FINAL VERSION)

U.S. Initiated Letter

[Excellency],

I have the honor to write you in the context of the negotiations to delineate the maritime boundary between the Republic of Lebanon and the State of Israel (hereinafter: collectively the “Parties” and individually a “Party”).

On September 29, 2020, the United States of America sent both Parties a letter (Attachment 1) to which it attached six points that reflected its understanding of the terms of reference for such negotiations, including the request of both Parties for the United States to serve as mediator and facilitator for the delineation of the maritime boundary between the Parties, and the mutual understanding of both Parties that “when the delineation is finally agreed, the maritime boundary agreement will be deposited with the United Nations.”

Further to that letter, meetings were held under the hosting of the staff of the Office of the United Nations Special Coordinator for Lebanon (“UNSCOL”) at Naqoura, and, in addition, the United States conducted subsequent consultations with each Party. Following these discussions, it is the understanding of the United States, that the Parties intend to meet in the near future at Naqoura under the hosting of the staff of UNSCOL in a meeting facilitated by the United States. The United States further understands [Lebanon/Israel] is prepared to establish its permanent maritime boundary, and conclude a permanent and equitable resolution regarding its maritime dispute with [Israel/Lebanon], and accordingly agrees to the following terms provided that the following is also accepted by [Israel/Lebanon]:

SECTION 1

- A. The Parties agree to establish a maritime boundary line (the “MBL”). The delimitation of the MBL consists of the following points described by the coordinates below. These points, in WGS84 datum, are connected by geodesic lines:

Latitude	Longitude
33° 06' 34.15" N	35° 02' 58.12" E
33° 06' 52.73" N	35° 02' 13.86" E
33° 10' 19.33" N	34° 52' 57.24" E
33° 31' 51.17" N	33° 46' 8.78" E

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- B. These coordinates define the maritime boundary as agreed between the Parties for all points seaward of the easternmost point of the MBL, and without prejudice to the status of the land boundary. In order not to prejudice the status of the land boundary, the maritime boundary landward of the easternmost point of the MBL is expected to be delimited in the context of, or in a timely manner after, the Parties' demarcation of the land boundary. Until such time this area is delimited, the Parties agree that the status quo near the shore, including along and as defined by the current buoy line, remains the same, notwithstanding the differing legal positions of the Parties in this area, which remains undelimited.
- C. Each Party shall simultaneously submit a communication containing the list of geographical coordinates for the delimitation of the MBL described in paragraph A of this Section ("UN communications") in the form attached for each of the Parties (Annex A and Annex B) to the Secretary General of the United Nations on the day of the communication by the United States described in Section 4(B). The Parties shall notify the United States when they have submitted their respective UN communications.
- D. The coordinates reflected in each Party's respective UN communication referred to in Section 1(C) shall supersede (i) the coordinates in the 12 July 2011 submission by Israel to the United Nations with respect to the points labeled 34, 35, and 1 in such submission, and (ii) the chart and coordinates in the 19 October 2011 submission by Lebanon to the United Nations with respect to the points labeled 20, 21, 22, and 23 in such submission. Neither Party shall make a future submission of charts or coordinates to the United Nations that is inconsistent with this Agreement (hereinafter: "Agreement") unless the Parties have mutually agreed upon the content of such submission.
- E. The Parties agree that this Agreement, including as described in Section 1(B), establishes a permanent and equitable resolution of their maritime dispute.

SECTION 2

- A. The Parties understand that there is a hydrocarbon prospect of currently unknown commercial viability that exists at least partially in the area the Parties understand to be Lebanon's Block 9, and at least partially in the area the Parties understand to be Israel's Block 72, hereinafter referred to as "the Prospect."
- B. Exploration and exploitation of the Prospect shall be carried out in accordance with good petroleum industry practices on conservation of gas to maximize efficient recovery, operational safety, and environmental protection, and shall comply with the applicable laws and regulations in the area.
- C. The Parties agree that the relevant legal entity to hold any Lebanese rights to exploration and exploitation of hydrocarbon resources in Lebanon's Block 9

("Block 9 Operator") shall consist of one or more reputable, international corporations that are not subject to international sanctions, that would not hinder U.S. continued facilitation, and that are not Israeli or Lebanese corporations. These criteria shall also apply to the selection of any successors or replacements of those corporations.

- D. The Parties understand that exploration of the Prospect is expected to begin immediately after this Agreement enters into force. The Parties expect the Block 9 Operator to explore and exploit the Prospect. To do so, the Block 9 Operator will need to transit through some areas south of the MBL. Israel will not object to reasonable and necessary activities, such as navigational maneuvers, that the Block 9 Operator conducts immediately south of the MBL in pursuit of the Block 9 Operator's exploration and exploitation of the Prospect, so long as such activities occur with prior notification by the Block 9 Operator to Israel.
- E. The Parties understand that Israel and the Block 9 Operator are separately engaging in discussions to determine the scope of Israel's economic rights in the Prospect. Israel will be remunerated by the Block 9 Operator for its rights to any potential deposits in the Prospect and to that end, Israel and the Block 9 Operator will sign a financial agreement prior to the Block 9 Operator's Final Investment Decision ("FID"). Israel shall work with the Block 9 Operator in good faith to ensure that this agreement is resolved in a timely fashion. Lebanon is not responsible for, or party to, any arrangement between the Block 9 Operator and Israel. Any arrangement between the Block 9 Operator and Israel shall not affect Lebanon's agreement with the Block 9 Operator and the full share of its economic rights in the Prospect. The Parties understand that subject to the start of implementation of the financial agreement, the entire Prospect will then be developed by Lebanon's Block 9 Operator exclusively for Lebanon, consistent with the terms of this Agreement.
- F. Subject to the agreement with the Block 9 Operator, Israel will not exercise any rights to develop hydrocarbon deposits in the Prospect and will not object to, or take any action that unduly delays reasonable activities in pursuit of the development of the Prospect. Israel will not exploit any accumulation or deposit of natural resources, including liquid hydrocarbon, natural gas, or other minerals, extending across the MBL in the Prospect.
- G. If drilling of the Prospect is necessary south of the MBL, the Parties expect the Block 9 Operator to request the consent of the Parties in advance of drilling and Israel will not unreasonably withhold such consent for drilling conducted in accordance with the terms of this Agreement.

SECTION 3

- A. If there is identification of any other single accumulation or deposit of natural

resources, including liquid hydrocarbon, natural gas, or other mineral extending across the MBL other than the Prospect, and if one Party by exploiting that accumulation or deposit would withdraw, deplete, or draw down the portion of the accumulation or deposit that is on the other Party's side of the MBL, then before the accumulation or deposit is exploited, the Parties intend to request the United States to facilitate between the Parties (including any operators with relevant domestic rights to explore and exploit resources), with a view to reaching an understanding on the allocation of rights and the manner in which the accumulation or deposit may be most effectively explored and exploited.

- B. Each Party shall share data on all currently known, and any later identified, cross-MBL resources with the United States, including expecting the relevant operators that operate on either side of the MBL to share such data with the United States. The Parties understand that the United States intends to share this data with the Parties in a timely manner after receipt.
- C. Neither Party intends to claim any other single accumulation or deposit of natural resources, including liquid hydrocarbon, natural gas, or other mineral, located entirely on the other Party's side of the MBL.
- D. The Parties understand the U.S. government intends to exert its best efforts and endeavors in order to facilitate Lebanon's immediate, swift and continuous petroleum activities.

SECTION 4

- A. The Parties intend to resolve any differences concerning the interpretation and implementation of this Agreement through discussion facilitated by the United States. The Parties understand that the United States intends to exert its best efforts working with the Parties to help establish and maintain a positive and constructive atmosphere for conducting discussions and successfully resolving any differences as rapidly as possible.
- B. This Agreement shall enter into force on the date on which the Government of the United States of America sends a notice, based on the text in Annex D to this letter, in which it confirms that each Party has agreed to the terms herein stipulated.

If the foregoing is acceptable to the Government of [Lebanon/Israel] as the final agreed terms between the Parties, the Government of the United States invites the Government of [Lebanon/Israel] to communicate its agreement to these terms by way of a formal written response as provided for in the attached Annex C to this letter.

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ANNEX A

Proposed Lebanese UN Submission

[Opening courtesy salutation]

[Title and name of sender] has the honour to deposit with the Secretary-General, as depositary of the United Nations Convention on the Law of the Sea, a list of geographical coordinates of points, as contained in the Exchange of Letters Establishing a Permanent Maritime Boundary, [date of entry into force per US confirmation] (“Exchange of Letters”), attached herewith, concerning:

- A line of delimitation of the territorial sea, pursuant to article 16, paragraph 2, of the Convention
- A line of delimitation of the exclusive economic zone, pursuant to article 75, paragraph 2, of the Convention

The list of geographical coordinates of points as contained in the Exchange of Letters is referenced to the World Geodetic System 1984 (“WGS 84”).

The present deposit hereby supersedes in part the previous deposit made by Lebanon on 19 October 2011, which was given due publicity through maritime zone notification M.Z.N.85.2011.LOS. The points labeled 20, 21, 22, and 23 in such previous deposit are superseded; all other labeled points remain valid. The parties to the Exchange of Letters have agreed that it establishes a permanent and equitable resolution of their maritime dispute.

The Secretary-General is requested to assist Lebanon in giving due publicity to the deposit, in accordance with the aforementioned articles of the Convention, including through the publication of the deposited material and information in the *Law of the Sea Bulletin* and on the website of the Division for Ocean Affairs and the Law of the Sea.

[Closing salutation]

Attachments:

List of Geographic Coordinates

Exchange of Letters Establishing a Permanent Maritime Boundary, [date of entry into force per US confirmation]

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**List of Geographic Coordinates
For the Delimitation of a Maritime Boundary Line
Of the Territorial Sea and Exclusive Economic Zone
Of Lebanon**

These points, in WGS84 datum, are connected by geodesic lines:

Latitude	Longitude
33° 06' 34.15" N	35° 02' 58.12" E
33° 06' 52.73" N	35° 02' 13.86" E
33° 10' 19.33" N	34° 52' 57.24" E
33° 31' 51.17" N	33° 46' 8.78" E

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ANNEX B

Proposed Israeli UN Submission

[Opening courtesy salutation]

[Title and name of sender] has the honour to deposit with the Secretary-General a list of geographical coordinates of points, as contained in the Exchange of Letters Establishing a Permanent Maritime Boundary, [date of entry into force per US confirmation] (“Exchange of Letters”), attached herewith, concerning:

- A line of delimitation of the territorial sea
- A line of delimitation of the exclusive economic zone

The list of geographical coordinates of points as contained in the Exchange of Letters is referenced to the World Geodetic System 1984 (“WGS 84”).

The present deposit hereby supersedes in part the previous deposit made by Israel on 12 July 2011. The points labeled 34, 35, and 1 in such previous deposit are superseded; all other labeled points remain valid. The parties to the Exchange of Letters have agreed that it establishes a permanent and equitable resolution of their maritime dispute.

The Secretary-General is requested to assist Israel in giving due publicity to the deposit, including through the publication of the deposited material and information on the website of the Division for Ocean Affairs and the Law of the Sea.

[Closing salutation]

Attachments:

List of Geographic Coordinates

Exchange of Letters Establishing a Permanent Maritime Boundary, [date of entry into force per US confirmation]

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**List of Geographic Coordinates
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ANNEX C

Proposed response from the Parties

[Excellency],

I am in receipt of the United States' letter dated [X] concerning the terms related to the establishment of a permanent maritime boundary. The terms outlined in your letter are acceptable to the Government of [insert]. As a result, the Government of [insert] is pleased to notify the Government of the United States of America of its agreement to the terms outlined in its letter dated [x].

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ANNEX D

Proposed Final USG Notification - To be sent simultaneously to both Parties.

[Excellency],

I refer to my letter dated [X] regarding terms related to the establishment of a permanent maritime boundary between the Republic of Lebanon and the State of Israel (the “Parties”). The United States confirms its receipt of a letter from your government on [date] noting its agreement to the terms set forth below. The United States further confirms that it received a letter from the Government of [insert] on [date] noting its agreement to the terms set forth below. Accordingly, the United States confirms that the Agreement related to the establishment of a permanent maritime boundary consisting of the following terms enters into force on the date of this letter.

[insert terms from initial USG letter]

Sincerely,

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