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UNITED STATES CLAIMS TRIBUNAL

وان داوری دعاوی ایران - ایالات متحد

ORIGINAL DOCUMENTS IN SAFE

Case No. 11445

Date of filing: 16 Sept 85

**** AWARD**

- Type of Award

Agreed Terms

- Date of Award

16-9-85

4

pages in English

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4

pages in Farsi

**** DECISION** - Date of Decision

_____ pages in English

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**** CONCURRING OPINION** of _____

- Date _____

_____ pages in English

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**** SEPARATE OPINION** of _____

- Date _____

_____ pages in English

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**** DISSENTING OPINION** of _____

- Date _____

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**** OTHER; Nature of document:** _____

- Date _____

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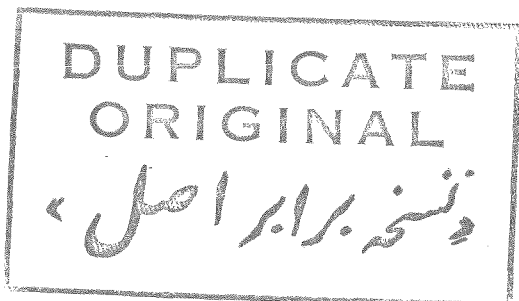
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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان دآوری دعای ایران - ایالات متحدہ

CHAMBER THREE

AWARD NO. 190-11445-3



THE GOVERNMENT OF THE UNITED STATES
OF AMERICA, on behalf and for the
benefit of

F.H. MALONEY COMPANY,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعای ایران - ایالات متحدہ
ثبت شد - FILED	
Date	16 SEP 1985 تاریخ
	۱۳۶۴ / ۶ / ۲۵
No.	11445 شماره

AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America filed a claim with the Tribunal on behalf and for the benefit of F.H. MALONEY COMPANY, against the ISLAMIC REPUBLIC OF IRAN as Respondent within the meaning of Article VII, paragraph 3, of the Declaration of the Government of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981 ("Claims Settlement Declaration").

2. On 12 June 1985 F.H. MALONEY COMPANY and the NATIONAL IRANIAN GAS COMPANY entered into a Settlement Agreement, signed by them, resolving the matters in dispute between them, whereby it is agreed, inter alia, that the NATIONAL IRANIAN GAS COMPANY shall pay to the Claimant the amount of U.S. \$ 52,680.00 in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case.

3. On 22 August 1985 a Joint Request for an Award on Agreed Terms was filed with the Tribunal, signed by the parties to the Settlement Agreement and the Agents of the Islamic Republic of Iran and the United States of America. The Settlement Agreement was filed together with this Joint Request. Copies of the Settlement Agreement and Joint request are annexed hereto.

4. Pursuant to the standing instructions of the President the present Case was assigned to Chamber Three by lot for the purpose of dealing with the Settlement Agreement.

5. Article One of the Settlement Agreement provides as follows:

The Parties agree to submit, not later than 60 days from the date hereof, this Agreement to the Iran-U.S. Claims Tribunal to be recorded as an Arbitral Award on Agreed Terms.

With respect to the filing deadline the Tribunal observes that the Joint Request is signed by both the Agent of Iran and the Agent of the United States of America and concludes that by filing same on 22 August 1985 the Claimant and Respondent agreed to modify the filing deadline established in Article One and that the Settlement Agreement and the joint request was filed in a timely fashion.

6. The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms of the Claims Settlement Declaration.

For the foregoing reasons,

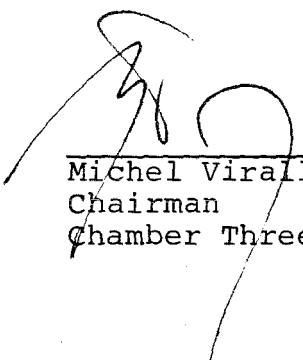
THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement filed with the Joint Request, pursuant to Article 34(1) of the Tribunal Rules, is hereby accepted and recorded as an Award on Agreed terms, binding on the Parties, in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case.

Consequently, The NATIONAL IRANIAN GAS COMPANY shall pay to F.H. MALONEY COMPANY, the sum of Fifty two thousand six hundred and eighty United States Dollars (U.S.\$ 52,680.00), which obligation shall be satisfied by payment out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria of 19 January 1981.

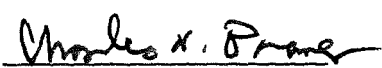
This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague
16 September 1985



Michel Virally
Chairman
Chamber Three

In the name of God


Charles N. Brower


Parviz Ansari Moin

IN THE NAME OF GOD

Before
Iran-U. S. Claims Tribunal
The Hague
The Netherlands

Claim No. 11445
Chamber No. 3

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران-ایالات متحده
ثبت شد - FILED	
Date	22 AUG 1985 تاریخ ۱۳۶۴/۵/۲۱
No.	۱۱۴۴۵ شماره

JOINT REQUEST FOR ARBITRAL AWARD
ON AGREED TERMS

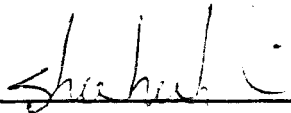
Pursuant to Article 34 of the Tribunal's Rules of Procedure, F.H. Maloney Company (hereinafter "Claimant") and National Iranian Gas Company (hereinafter "NIGC") jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties to the Settlement Agreement.

On 12 June, 1985, Claimant, on one part, and NIGC, on the other, entered into a Settlement Agreement, a copy of which is attached hereto, providing, among other things, that an amount of fifty two thousand, six hundred and eighty U.S. dollars (US\$52,680) be paid to Claimant in complete and final settlement of all disputes, differences, claims and counterclaims now existing or capable of arising in connection with the Claim No.11445. The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms.

Respectfully submitted,

NATIONAL IRANIAN GAS COMPANY

By

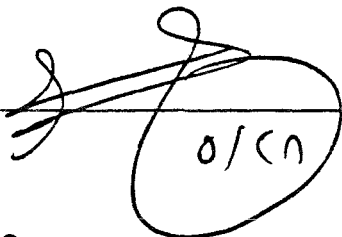


Date:

12 June, 1985

in the name of God
THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN

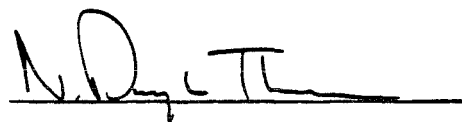
By



Date

F. H. MALONEY COMPANY

By

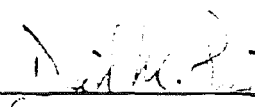


Date:

12 June 1985

GOVERNMENT OF THE UNITED
STATES OF AMERICA

By



Date

June 12, 1985

ثبت شد - FILED

Date 22 AUG 1985 تاریخ

۱۳۶۴ / ۵ / ۲۱

No. ۱۱۴۴۵ شماره

IN THE NAME OF GODSETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") made this 12 day of *June*, 1985, by and between the National Iranian Gas Company ("NIGC") (hereinafter called "NIGC"), and F.H. Maloney Company (hereinafter called "Claimant").

WHEREAS, Claimant has filed a Statement of Claim numbered 11445 (hereinafter the "Claim") against the Islamic Republic of Iran, for certain claims against NIGC and a private company named IRA Engineering and Construction Company (hereinafter called "IRA"), more particularly mentioned in claim submitted to the Iran-United States Claims Tribunal (hereinafter called the "Tribunal");

WHEREAS, Claimant and NIGC have agreed to settle all claims, disputes and/or counterclaims outstanding or capable of arising in connection with the claim and its subject matters.

THEREFORE, Claimant and NIGC agreed as follows:

Article One:

The Parties agree to submit, not later than 60 days from the date hereof, this Agreement to the Iran-U.S. Claims Tribunal to be recorded as an Arbitral Award on Agreed Terms.

Article Two:

In consideration of the full and final settlement of all claims, disputes and differences as specified in the claim filed with the Tribunal, the Claimant shall be paid the sum of fifty two thousand, six hundred and eighty United States Dollars (US\$52,680).

Article Three:

It is understood that NIGC shall pay to Bank Markazi Iran, the Rials equivalent of the Settlement Amount, whenever requested to do so, and shall obtain Bank Markazi's approval for the

payment thereof to be made to Claimant out of the Security Account. The fact that the agent of the Islamic Republic of Iran to the Tribunal signs "The Joint Request for Arbitral Award on Agreed Terms" is sufficient evidence that such approval of Bank Markazi has been obtained.

Article Four:

Upon issuance by the Tribunal of the Award on Agreed Terms, the Claimant and NIGC shall cause, without delay and with prejudice, all proceedings between the Parties and against IRA, the Islamic Republic of Iran and its entities and instrumentalities in all courts, forums, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-United States Claims Tribunal or any other forum or authority or administrative body whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, in relation to the claims or counterclaims related to the Claim or any other past dealings.

Article Five:

Upon issuance by the Tribunal of the Award on Agreed Terms, the Claimant or NIGC and Claimant's or NIGC's directors, officers, employees, successors, assigns, transferees, subsidiaries, affiliates, agents and parent companies (should there be any) shall have no right to make claims in the future against the Islamic Republic of Iran and Iranian entities, instrumentalities and/or IRA and/or against each other or each other's directors, officers, employees, subsidiaries, affiliates, agents, parent companies, successors, assigns and transferees based on any rights or obligations, past or present and/or any other matter which has been raised or which could have been raised related to the subject matter of the claim and/or any other past dealings. NIGC

Article Six:

(i) Claimant shall indemnify and hold harmless NIGC, its subsidiaries, affiliates, assigns, transferees, successors, agents and their parent companies, their parent's affiliates, subsidiaries, assigns, transferees, successors and agents (the "Indemnified Persons"), IRA and the Islamic Republic of Iran, its entities and instrumentalities against any claim which Claimant, its subsidiaries, affiliates, assigns, transferees, successors, agents, its parent companies or its parent's subsidiaries, affiliates, assigns, transferees, successors and agents or any third parties may raise or take against the Indemnified Persons, IRA or the Islamic Republic of Iran, its entities or instrumentalities under the same cause or causes of action contained in the Claim.

(ii) NIGC shall indemnify and hold harmless Claimant, its subsidiaries, affiliates, assigns, transferees, successors, agents, its parent companies, (The "Indemnified Claimants") against any claims which NIGC, its subsidiaries, affiliates, assigns, transferees, successors, agents, its parent companies or its parent's subsidiaries, affiliates, assigns, transferees and agents may raise or take against the Indemnified Claimants under the same cause or causes of action contained in the Claim.

Article Seven:

Upon issuance by the Tribunal of the Award on Agreed Terms, Claimant and NIGC shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims or counterclaim

asserted (or which might have been asserted) before the Iran-United States Claims Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the claim.

Article Eight:

Upon issuance by the Tribunal of the Award on Agreed Terms, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement shall become self-executing. After issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed in implementing this Agreement.

Article Nine:

It is agreed that this Settlement Agreement is made in spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of Parties in any matter other than Claim No.11445. The Parties further agree that they shall not use, or cause any person to use this Settlement Agreement in the prosecution or defence of any other cases before the Iran-U.S. Claims Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

Article Ten:

Unless otherwise agreed upon between the parties hereto this agreement shall become completely null and void if not approved by the appropriate Iranian authorities and if the joint request for the arbitral Award on Agreed Terms is not filed with the Tribunal by NIGC within 120 days from the date hereof and, in that event, no party to this Agreement

may rely upon, cite or publish its terms.

Article Eleven:

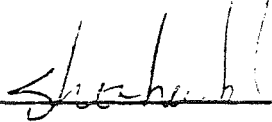
For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed as a whole without giving any specific effect to any article separately.

Article Twelve:

This Agreement has been written and signed in both languages of Farsi and English and each text shall have the same equal validity.

NATIONAL IRANIAN GAS COMPANY

By

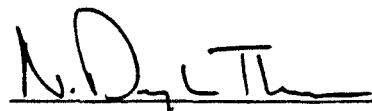


Date:

12 June, 1985

F. H. MALONEY COMPANY

By



As per attached Power
of Attorney

Date:

12 June, 1985

POWER OF ATTORNEY
AUTHORIZING SETTLEMENT

KNOW ALL MEN BY THESE PRESENTS, that I, Nellie Muermann, Secretary of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, do hereby constitute, authorize and appoint N. Douglas Thomas, Vice President of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, as true and lawful attorney in fact, to act for Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, for the purpose of settling and executing settlement documents for Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, in full and final settlement of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, claims in Case No. 11445 before the Iran-U.S. Claims Tribunal and for all outstanding claims for past dealings and transactions between Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, and the National Iranian Gas Company, IRA Engineering and Construction Company and the Islamic Government of Iran.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of June, 1985.

Nellie Muermann, Secretary

Subscribed and sworn to before me this 12th day of June, 1985.

Susan Beger, Notary Public
State of Texas
County of Harris

Commission Expires: _____

CERTIFICATE OF INCUMBENCY

I, Nellie Muermann, Secretary of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, a Delaware Corporation, do hereby certify that the following named individual has been duly appointed, has been duly qualified, and from March 7, 1985 to this date, has been and is an officer of the Corporation holding the respective office set opposite his name:

<u>NAME</u>	<u>OFFICE</u>
N. Douglas Thomas	Vice President

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, and affixed the seal of said Company at Houston, Texas this 12th day of June, 1985.

Nellie Muermann, Secretary

Subscribed and sworn to before me this 12th day of June, 1985.

Susan Beger, Notary Public
State of Texas
County of Harris

Commission Expires: _____

I, Nellie Muermann, Secretary of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following is a true and complete copy of the resolution duly adopted and executed by the consent of the Board of Directors of Maloney Pipeline Systems, Inc., formerly F. H. Maloney Company, on June 3, 1985, and that said resolution is in full force and effect on the date hereof:

RESOLVED, that N. Douglas Thomas, Vice President be and hereby is authorized to take such actions and to do all things necessary in connection with the settlement of the outstanding claims of this Company against the National Iranian Gas Company, IRA Engineering and Construction Company and the Government of the Islamic Republic of Iran (collectively referred to as "Iran") under or arising out of (i) Claim No. 11445 pending before the Hague Tribunal and all other agreements related thereto, including but not limited to the authority to grant to N. Douglas Thomas, the authority to execute and deliver on behalf of this Company a Settlement Agreement between this Company and Iran on such terms and conditions as he may deem appropriate.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed the seal of said company at Houston, Texas, this
12th day of June, 1985.

Nellie Muermann, Secretary

Subscribed and sworn to before me this 12th day of
June, 1985.

Susan Beger, Notary Public
State of Texas
County of Harris

Commission Expires: