

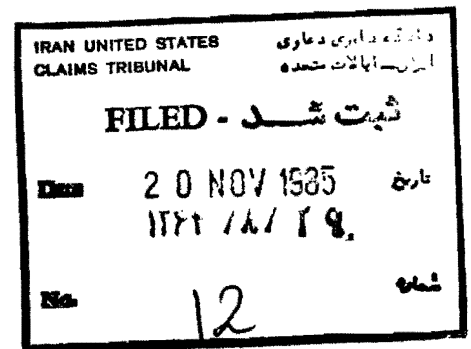
CASES NOS. 12 and 13

CHAMBER ONE

AWARD NO. 200-12/13-1

Case No. 12

HALLIBURTON COMPANY,
HALLIBURTON LIMITED and
IMCO SERVICES (U.K.) LTD.,
Claimants,
and
THE ISLAMIC REPUBLIC OF IRAN and
NATIONAL IRANIAN OIL COMPANY,
Respondents.



Case No. 13

OTIS ENGINEERING CORPORATION,
Claimant,
and
THE ISLAMIC REPUBLIC OF IRAN and
NATIONAL IRANIAN OIL COMPANY,
Respondents.

AWARD ON AGREED TERMS

On 15 October 1985 the Agent of the Government of Islamic Republic of Iran filed a Joint Request for an Arbitral Award on Agreed Terms with the Tribunal, signed by representatives of, on the one hand, HALLIBURTON COMPANY, HALLIBURTON LIMITED, IMCO SERVICES (U.K.) LTD. (the Claimants in Case No. 12) and OTIS ENGINEERING CORPORATION (the Claimant in Case No. 13), and on the other hand, THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN and THE NATIONAL IRANIAN OIL COMPANY (the Respondents in Cases Nos. 12 and 13), requesting the Tribunal to record a Settlement Agreement dated 13 September 1985 as an Arbitral Award. The Parties to the Settlement Agreement are the same as the Parties in Cases Nos. 12 and 13 with the exception that the Islamic Republic of Iran, Respondent in Cases Nos. 12 and 13, is not stated as a Party. Copies of the Joint Request and Settlement Agreement are annexed hereto.

Paragraph 3 of Article 1 of the Settlement Agreement, providing for the transfer of the Claimants' rights, benefits, interests and titles to NIOC, states that "[C]laimants shall provide a notarized quit claim bill of sale transferring all such rights, benefits, interest and titles to those properties to NIOC".

By a letter dated 10 October 1985 and received by the Tribunal on 15 October 1985 the Claimants submitted a notarized quit claim Bill of Sale pursuant to the Settlement Agreement. The letter stated that the Bill of Sale "should be held by the Tribunal in trust and released to NIOC upon payment of the agreed settlement amount for the above two claims." A copy of the letter and the Bill of Sale are annexed hereto.

On 28 October 1985, Case No. 13 was transferred from Chamber Two to Chamber One for the purpose of dealing with the Request and Settlement Agreement in Cases Nos. 12 and 13 jointly.

The Settlement Agreement provides for certain reciprocal obligations by the Parties. It is described in the Joint Request to

be "in full and final settlement of their claims, counterclaims, disputes and differences now existing or capable of arising in connection with or related to any of the Statements of Claims No. 12 and 13 against each other, as well as claims against the Islamic Republic of Iran, and all other persons, organizations and institutions named as Respondents in the above mentioned Statement of Claims."

Article 3 of the Settlement Agreement provides for the payment to the Claimants of the sum of U.S. \$8,725,000. The same Article provides further that "[t]he payment of the settlement amount shall be made after the Tribunal has been furnished evidence by Claimants that the attachments before the German Courts have been withdrawn and revoked."

On 31 October 1985 the Tribunal received a telex from the Claimants' representatives in the Cases Nos. 12 and 13 requesting that the Joint Request and Settlement Agreement be amended so that payment of the Settlement amount would be made to the Claimant Halliburton Company. The telex was filed by way of letter on 8 November 1985. In a letter filed on 18 November 1985 by the Agent of the Government of Islamic Republic of Iran, the National Iranian Oil Company stated that it agreed with the amendments proposed by the Claimants. Copies of the telex and the letters are annexed hereto.

The Tribunal accepts the Settlement Agreement in accordance with Article 34 paragraph 1 of the Tribunal Rules.

Based on the foregoing,

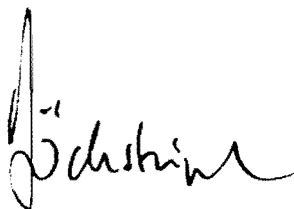
The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties. Consequently, the Respondent NATIONAL IRANIAN OIL COMPANY is obligated to pay the Claimant HALLIBURTON COMPANY, the amount of Eight Million Seven

Hundred and Twenty Five Thousand United States Dollars (U.S. \$8,725,000) 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 dated 19 January 1981.

This Award will be submitted to the President of the Tribunal for notification to the Escrow Agent on receipt from the Claimants of evidence satisfactory to the Tribunal of the withdrawal and revocation of the Attachments before the German Courts, as required by Article 3 of the Settlement Agreement.

Upon notification of the Award to the Escrow Agent, the Tribunal will deliver to the Agent of the Government of the Islamic Republic of Iran the Bill of Sale executed by the representative of the Claimants and deposited with the Registry of the Tribunal on 15 October 1985 and a copy of the Claimants' submission evidencing the withdrawal and the revocation of the Attachments.

Dated, The Hague,
20 November 1985



Karl-Heinz Böckstiegel
Chairman
Chamber One

In the name of God



Mohsen Mostafavi



Howard M. Holtzmann