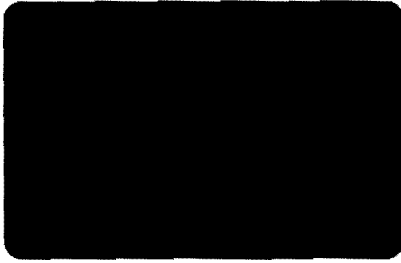


102

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاری ایران - ایالات متحدہ



CASE NO. 139

CHAMBER THREE

AWARD NO. 69-139-3

THE GILLETTE COMPANY, et al.,
Claimants,

and

GOVERNMENT OF THE ISLAMIC REPUBLIC
OF IRAN, NATIONAL IRANIAN INDUSTRIES
ORGANIZATION, TIGHE IRAN MANUFACTURING
COMPANY S.A. (PUBLIC JOINT STOCK
COMPANY), et al.,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاری ایران - ایالات متحدہ
ثبت شد - FILED	
۱۳۶۲ / ۶ / ۲	
29 AUG 1983	
139	۱۳۹

CH3

AWARD ON AGREED TERMS

DUPLICATE
ORIGINAL

نسخه برابر اصل

On 2 August 1983, Claimants (The Gillette Company, its subsidiaries and Overseas Private Investment Corporation ("OPIC")) and Respondent Tighe Iran Manufacturing Company S.A. (formerly Lamiran Manufacturing Company S.A.) filed a Joint Request for Arbitral Award on Agreed Terms pursuant to a Settlement Agreement dated the same day.

In a statement dated 2 August 1983 and attached to the Joint Request, the Government of the Islamic Republic of Iran and the National Iranian Industries Organization released "Claimants and their subsidiaries and affiliates from any liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of contracts, transactions, or occurrences before the date of this release in relation to case 139".

A copy of the Joint Request and Settlement Agreement is annexed hereto.

Under the Settlement Agreement, the Claimant The Gillette Company is to be paid a sum of US \$740,000 "in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case 139 and capable of arising out of dispute between the parties" (Article 2A of the Settlement Agreement).

The Settlement Agreement further provides in Article 2E, inter alia, as follows:

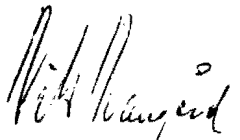
The Gillette Company shall, within ten days of the signing of the Settlement Agreement by both parties, provide to the Agent of the Islamic Republic of Iran (with copies to be filed with the Tribunal as proof of delivery to the said Agent), effective powers of attorney for [four named persons] authorising Tighe Iran to draw the full amount (Rials 33,745,094 plus all interest accrued thereon from the date of opening the said account) in Account No. 59653 at Bank Tejarat.

Such payment shall be made 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.

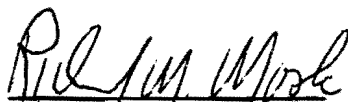
This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

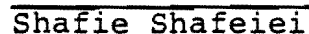
Dated, The Hague

29 August 1983


Nils Mangård
Chairman
Chamber Three

In the Name of God


Richard M. Mosk
Concurring


Shafie Shafeiei

I agree with the Tribunal in accepting and recording of the Settlement Agreement as an award, and with the enforcement procedure contained in the Award only on the basis of Article 1-c of the Settlement Agreement.



ثبت شد - FILED

Date ۱۳۶۲ / ۵ / ۱۱
2 AUG 1983

۱۳۹ ۱۳۹

IN THE IRAN-UNITED STATES CLAIMS TRIBUNAL
THE HAGUE, THE NETHERLANDS

Case no. 139
Chamber no. 3

JOINT REQUEST FOR ARBITRAL
AWARD ON AGREED TERMS

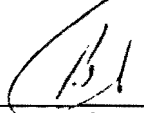
Pursuant to Article 34 of the Tribunal's Rules of Procedure, The Gillette Company, Compania Giva S.A., Gillette (Japan) Inc., The Gillette Safety Razor Company, and The Gillette Company Research Institute (hereinafter collectively referred to as "Gillette"), Overseas Private Investment Corporation ("OPIC"), and Tighe Iran Manufacturing Company S.A. (Public Joint Stock Company), formerly Lamiran Manufacturing Company S.A. (Public Joint Stock Company) ("Tighe Iran") 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.

Tighe Iran and Gillette have entered into a Settlement Agreement, a copy of which is attached hereto, providing that The Gillette Company shall be paid the amount of seven hundred and forty thousand United States Dollars and no Cents (US \$ 740,000.00) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case,

The undersigned request the Tribunal to record the Settlement Agreement as an arbitral award on agreed terms, with full payment to The Gillette Company to be made out of the Security Account.

OPIC further requests, jointly with Gillette and Tighe Iran, that OPIC's claims in this Case no. 139 be withdrawn from the Tribunal upon entry of the award sought in the present request. Moreover, OPIC shall not thereafter pursue any of the claims in Case no. 139 against any of the Respondents in Case no. 139 in any other court or forum, and shall cause any such claims pending in any court or forum to be terminated.

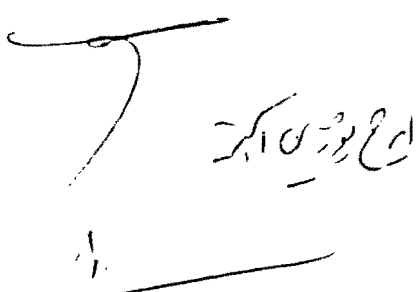
Respectfully submitted,


Mohsen Karbassi
Chairman of the Board of
Directors of Tighe Iran
Manufacturing Company S.A.
(Public Joint Stock Company)


Lewis M. Popper
Wald, Harkrader & Ross
Representative of Claimants



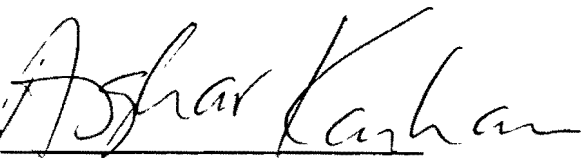
JOHN W. GREEN
ON BEHALF OF THE COMPANIES
LISTED ABOVE.



IN THE IRAN-UNITED STATES CLAIMS TRIBUNAL
THE HAGUE, THE NETHERLANDS

Case No. 139
Chamber 3.

Respondents in Case No. 139, Chamber 3, the National Iranian Industries Organisation and the Government of the Islamic Republic of Iran, including, but not limited to, the Ministry of Economic Affairs and Finance, the Productive Units Ownership Development Financial Organization, and the National Investment Company, hereby release Claimants and their subsidiaries and affiliates from any liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of contracts, transactions, or occurrences before the date of this release in relation to case 139.

By 

Asghar F. Kashan

The Agent of the Government of
the Islamic Republic of Iran
and for the National Iranian
Industries Organisation.

August 2, 1983

IN THE NAME OF THE GOD

SETTLEMENT AGREEMENT

This Agreement is made this 2nd day of August, 1983 (11th Mordad 1362) between Tighe Iran Manufacturing Company S.A. (Public Joint Stock Company), formerly Lamiran Manufacturing Company S.A. (Public Joint Stock Company) (hereinafter referred to as "Tighe Iran") and The Gillette Company, Compania Giva S.A., Gillette (Japan) Inc., The Gillette Safety Razor Company, and The Gillette Company Research Institute, Gillette U.K. Limited (hereinafter collectively referred to as "Gillette"),

WHEREAS, Gillette has filed a claim that has been docketed with Iran-United States Claims Tribunal ("Tribunal") as Case No. 139 ("Case 139");

WHEREAS, Tighe Iran (Formerly Lamiran) has filed a defence, in which it has asserted a number of claims against Gillette and its subsidiaries, with the Iran-United States Claims Tribunal ("Tribunal") in Case No. 139;

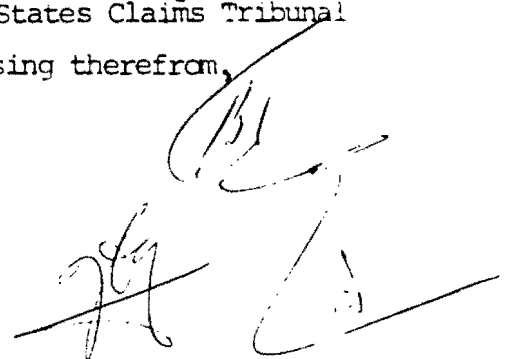
WHEREAS, the parties to this Agreement wish amicably to settle the above claim filed with the Tribunal; and

WHEREAS, the parties have entered into a share transaction agreement at the same time as entering into this agreement. The share transaction agreement is for payment directly from Iran and not from the Security Account.

THEREFORE, the parties to this Agreement agree to settle Case 139 in exchange for the consideration, and under the terms and conditions set forth below.

ARTICLE 1 - PAYMENT

- A. Upon the fulfilment of the obligation as set forth hereinafter in Section E of Article 2 and in consideration of the settlement of all their differences as specified in the Statement of Claim submitted in Case 139 to the Iran- United States Claims Tribunal and any claim or alleged counterclaim arising therefrom,

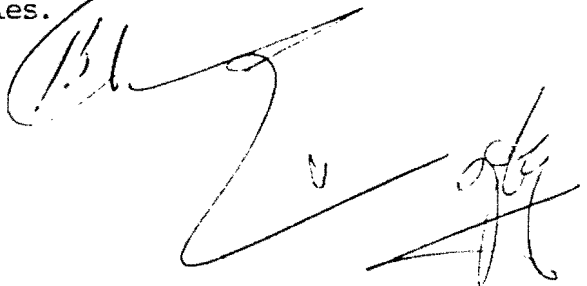
Handwritten signatures and initials in black ink, located at the bottom right of the page. There are several distinct marks, including what appears to be a large 'B' or '13' and other stylized signatures.

the Gillette Company shall be paid the amount of seven hundred and forty thousand United States Dollars and no Cents (US \$740,000.00) (the "Settlement Amount").

- E. By no later than August 2, 1983, the parties shall submit to the Tribunal a joint request, pursuant to Article 34 of the Tribunal's Rules, that the Tribunal record this Agreement as an arbitral award on agreed terms, and that the Tribunal order payment of the Settlement Amount to The Gillette Company from the Security Account. Such joint request shall be in the form of the Attachment hereto.
- C. Tighe Iran shall pay to Bank Markazi Iran the Rial equivalent of the Settlement Amount and will obtain Bank Markazi's approval for the payment therefor to be made to The Gillette Company out of the Security Account. Submission of this Settlement Agreement by the Agent of the Government of the Islamic Republic of Iran to the Tribunal means that such approval has been obtained.
- I. Tighe Iran confirms that all applicable Iranian taxes have been deducted from the dividends and royalties at issue in this case. Should there be any taxes imposed on the Settlement Amount by the Government of Iran, Tighe Iran shall be responsible therefor. Gillette shall be responsible for any taxes imposed outside Iran on this Settlement Amount.

ARTICLE 2 - RELEASE AND TERMINATION OF PROCEEDING

1. Payment of the Settlement Amount to The Gillette Company shall terminate the proceedings in Case 139 and shall constitute complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case 139 and capable of arising out of dispute between the parties.

Handwritten signatures and initials at the bottom right of the page. There are two distinct signatures, one appearing to be '131' and another more stylized signature, possibly 'J. H. H.' or similar.

- B. Upon full and final payment of the Settlement Amount to The Gillette Company, Gillette and Tighe Iran shall, for themselves and their subsidiaries affiliates and real or juridical persons (and for the successors and assigns of themselves and their subsidiaries, affiliates and real or juridical persons) by this Agreement release and forever discharge each other and their subsidiaries, affiliates, directors, officers, and employees) from any and all liability that they ever had, now have, or hereafter may have by reason of any past dealings, or that is capable of arising out of any past dealings, or from any claim that may be pending in any court or forum. Accordingly, Gillette and Tighe Iran agree that each of them shall within 30 days of full and final payment of the Settlement Amount to The Gillette Company, cause all other claims filed by either of them against the other in any court or forum to be terminated and dismissed.
- C. Upon full and final payment of the Settlement Amount to The Gillette, Gillette shall, for itself and its subsidiaries and affiliates (and for the successors and assigns of itself and its subsidiaries and affiliates) by this Agreement release and forever discharge all Respondents in Case 139 and their agencies, instrumentalities, subsidiaries, and affiliates from all liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of the contracts, transactions, or occurrences that are the subject of Case 139 and which have been subject of disputes between the parties.
- D. As to any past dealings, should any claims be pending or be filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.
- E. The Gillette Company shall, within ten days of the signing of the Settlement Agreement by both parties, provide to the Agent of the Islamic Republic of Iran (with copies to be filed with the Tribunal as proof of delivery to the said Agent), effective powers of attorney for J.E.R. Kemp,

J.C. Guerin, D.F. Fletcher and M. Pope, authorising Tighe Iran to draw the full amount (Rials 33,745,094 plus all interest accrued thereon from the date of opening the said account) in Account No. 59653 at Bank Tejarat. The power of attorney shall be in the wording requested by Tighe Iran in its telex of July 11, 1983 to the Gillette Company and a specimen of the said power of attorney is attached hereto. The power of attorney shall be notarised and the notarisation shall be either legalised by the Iranian Embassy or Consulate in the country where notarised; or certified or authenticated by the department of state or other appropriate governmental authority in the country where notarised. If any of the funds in the above account are ever paid to any of the four individuals named above, the Gillette Company shall indemnify Tighe Iran to the extent of such payment.

- F. The releases set forth in this Agreement are self-executing upon the full and final payment of the Settlement Amount to The Gillette Company.
- G. Upon full and final payment of the Settlement Amount to The Gillette Company, Tighe Iran and Gillette waive any and all claim for costs, including attorneys' fees, arising out of or related to the arbitration or prosecution of the claims or counterclaims asserted (or which might have been asserted) before the Tribunal or elsewhere with respect to Case 139 or any claim of Gillette or Tighe Iran against each other.
- H. This Agreement, including the releases set forth in this Agreement, does not apply to the subject matter of any other proceeding in the Tribunal.

ARTICLE 3 - OTHER MATTERS

- A. Upon full and final payment of the Settlement Amount to The Gillette Company, the two Agreements dated July 7, 1979 (as amended) between Gillette U.K. Limited and Tighe Iran, and any other agreement or arrangement between Tighe Iran and Gillette or any of Gillette's subsidiaries or affiliates,

- 2 -

including any termination consequences thereof, will be terminated, if and to the extent not previously terminated. Tighe Iran, however, shall have the full use, without further payment, of all Gillette technical information, technology, and drawings currently in its possession, for purposes of the production of the same or other products; provided, however, that (i) Tighe Iran shall not hereafter (subject to paragraph 3 A (iii) below) use the name, trade name, or trademark "Rubie" or "Nacet" or any other name, trade name or trademark owned by Gillette; (ii) Tighe Iran shall keep such technical information, technology, and drawings confidential, and shall not disclose them to any competitor of Gillette that has operations outside Iran; and (iii) Tighe Iran shall be allowed to use the trademark "Rubie" and "Nacet" for one year from the date of signing of this Agreement in order to be able to arrange for the necessary modification of equipment to this effect.

B. Gillette will consider and wherever possible, comply with requests from Tighe Iran for the following assistance:

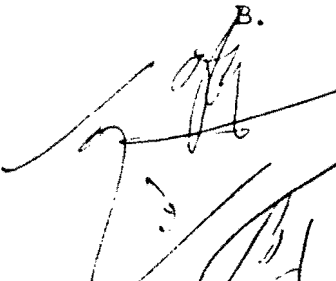
- (1) provision of spare parts;
- (2) supply of materials;
- (3) technical assistance;

provided compliance by Gillette with such requests is consistent with Gillette's usual commercial practice and with any legal restrictions. At all times, Gillette shall use its best endeavours and act in good faith to comply with such requests.

ARTICLE 4 - VALIDITY

A. This Agreement is valid only in its entirety. None of the terms and provisions of this Agreement may be interpreted separately and changed, except by written agreement of the parties,

B. If the Tribunal does not record this settlement as an arbitral award on agreed terms within 30 days of receipt by the Agent of the Islamic Republic of Iran of the powers of attorney referred to in paragraph 2 E above, either party may withdraw it, and this Agreement shall not prejudice Tighe Iran or Gillette in future proceedings in Case 139.



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

ARTICLE 5 - CONFIDENTIALITY

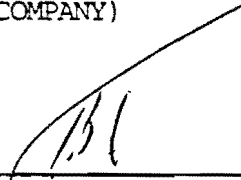
- A. Prior to the full and final payment of the Settlement Amount to The Gillette Company, the parties to this Agreement will not refer to or divulge the content of this Agreement (except for submission to the Tribunal, pursuant to Article 1B hereof); or of documents generated solely for purposes of settlement negotiations; or of discussions in the course of settlement negotiations, in any pending or future proceeding before the Tribunal or elsewhere.
- B. Gillette and Tighe Iran shall not use, or cause any third party to use, this Settlement Agreement in the prosecution or defense of any other case before the Tribunal or any other court or forum.

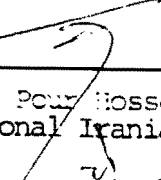
ARTICLE 6 - AUTHORITY

The representatives of the parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations whatsoever, except as may be otherwise contained in this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

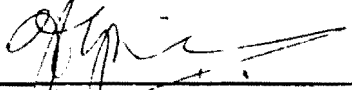
TIGHE IRAN MANUFACTURING
COMPANY S.A. (PUBLIC JOINT
STOCK COMPANY)

By 
Mohsen Karbassi
Chairman of the Board
of Directors

By 
Iran Pour Hossein Akbareh
National Iranian Industries Organisation

Date _____

THE GILLETTE COMPANY, COMPANIA GIVA
S.A., GILLETTE (JAPAN) INC., THE
GILLETTE SAFETY RAZOR COMPANY, and
THE GILLETTE COMPANY RESEARCH
INSTITUTE AND GILLETTE U.K. LIMITED

By 
John W. Green
General Manager, Middle East

Date _____

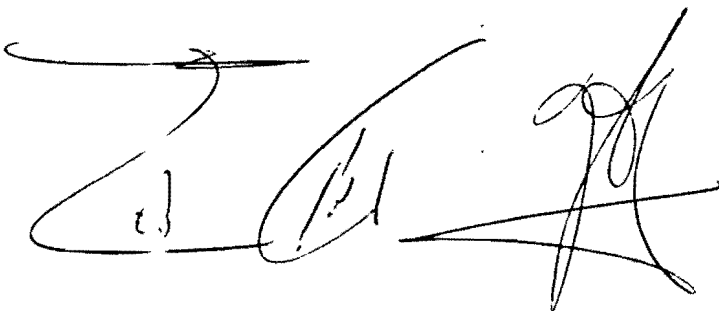
I, the undersigned M. POPE, one of the four holders of
Account No. 59653 with Bank Tejarat (ex Irano British Bank)
hereby fully authorise and empower Sherkat Tighe Iran (ex
Lamiran) to draw any and all amounts invested in the said bank
account and declare that the signature of Sherkat Tighe Iran
shall fully represent my signature for that purpose and I
hereby waive any and all my rights of protest thereafter.

Dated this day of 1983.

SIGNED SEALED AND DELIVERED

BY

IN THE PRESENCE OF:

Handwritten signature and initials in black ink, appearing to be 'M. Pope' followed by a large, stylized flourish.

Power of Attorney

The Gillette Company, on behalf of itself and its subsidiaries, Compania GIVA, S.A.; Gillette International Capital Corporation; Gillette (Japan) Inc.; The Gillette Company Research Institute and the Gillette Safety Razor Company, through its Senior Vice President and General Counsel, Joseph E. Mullaney, hereby appoints and designates John W. Green and Brian R.G. Thomas, or either of them, as its attorneys-in-law and in-fact, with full power to act for the following purposes:

1. To negotiate and settle on behalf of The Gillette Company and its above-named subsidiaries any claim before the Iran-U.S. Claims Tribunal and any other claims in connection with Tighe Iran Manufacturing Co. S.A.
2. To negotiate, execute, deliver and carry out any agreement for the sale of any or all shares owned by The Gillette Company and its above-named subsidiaries in Tighe Iran Manufacturing Co. S.A. and for the resolution of all ancillary claims and other matters arising therefrom.
3. To enter into, execute and deliver all agreements relating to the matters set out in clauses 1 and 2 above.

IN WITNESS WHEREOF, the undersigned officer of The Gillette Company executes this Power of Attorney on this twenty-first day of July, 1983.

THE GILLETTE COMPANY

By: _____

Joseph E. Mullaney
Senior Vice President and
General Counsel

On this twenty-first day of July, 1983, Joseph E. Mullaney, personally known to me, appeared before me and signed this document as his free act.

Elizabeth A. Wilson
Notary Public

My Commission expires 11/28/86:

[Handwritten signatures and initials at the bottom of the page]

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iran
804530/1530 ir
31.7.83

بنام الله
برادران آقا محسن کرباسی و ایرج پورحسین اکبریه
از سبب غصب حق ملکی ایراج

be name allan

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iraj-pour noussain akbarien

bar asase ekntiarnameh snomaren 501949 movarekne 26.6.1361 baradar
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lmelali sazeman ba khanane parvanden 139 dar charchobe baianian
aljazayer va mosavabe shoraye sazeman dar rabete ba nal va fasle
edeana va kharide sanam jilet bename sazeman sanixye melli ir
mozakeren va dar sorate salandid movafeghtatnamen tanzim, emza
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motaheden amrika dar an dadgan sabt namayad.

tozin inken maamoriat mazkor fagnat baraye mosaferat be holand
boden va dar sorate lozom mosaferat be nar keshvare digar mojadadan
bayesti . sazeman mojavez akhz gardad.

ghoramre. . snafeii
moavene vazir va
modir amte sazemnae sanaye melli iran

دفتر خدمات حقوقی بین المللی - شعبه ۱۳

شماره پرونده	۱۳	تاریخ ثبت	۱۳۶۱/۰۶/۲۶
نام و نام خانوادگی	شعب	نام و نام خانوادگی	شعب
تاریخ ورود	۱۳۶۱/۰۶/۲۶	تاریخ خروج	۱۳۶۱/۰۶/۲۶
نام و نام خانوادگی	شعب	نام و نام خانوادگی	شعب

tavajon:

knate 3 dobaren tekrar mishavad
bedinvasile be snoma maamoriat daden mishavad namran ba baradar
aghaye behrouz amir moini (moshavere noughogni)

مهر و ختم حق الله

+

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۱- کپی - در شان دار و مورد
۲- شکر نظر آقایان که پس از این بزرگوار
۷۶/۵/۱۰

32094 Irano nl

Iran.

31.7.83

IN THE NAME OF GOD

Brothers: Mr. Mohsen Karbassi and Iradj ^{13.11.83} Houssein Akbarieh

On the basis of the authorising letter no. 501949, dated 26.6.61* of brother Engineer Hashemi, the Honourable Minister of Industries to me, you are hereby commissioned together with brother Mr. Behrouz Amir Moini (Legal Advisor) and under the supervision of brother Khayam Dadash-Zadeh from the Department of International Contracts and Claims of this organization, to conduct negotiation with the Claimant in Case No. 139, within the framework of the Algerian Declaration and the resolutions of the Organization's syndicate, in the name of Iran Nationalised Industries Organization, in connection with the settlement of claims and purchase of shares of Gillette, and to formulate and sign agreement at your own discretion, and have it recorded with Iran-United States Claims Tribunal through the Agent of Iran in the said Tribunal.

Ghoramreza Shafeii

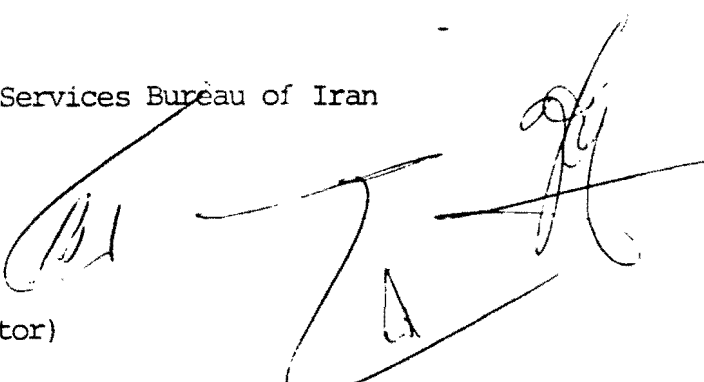
Deputy Minister and Managing Director

of Iran Nationalised Industries Organization

Seal of International Legal Services Bureau of Iran
Hague Branch

32094 irano nlv

* 17 September 1982 (translator)



Power of Attorney

The Gillette Company, on behalf of itself and its subsidiaries, Compania GIVA, S.A.; Gillette International Capital Corporation; Gillette (Japan) Inc.; The Gillette Company Research Institute and the Gillette Safety Razor Company, through its Senior Vice President and General Counsel, Joseph E. Mullaney, hereby appoints and designates John W. Green and Brian R.G. Thomas, or either of them, as its attorneys-in-law and in-fact, with full power to act for the following purposes:

1. To negotiate and settle on behalf of The Gillette Company and its above-named subsidiaries any claim before the Iran-U.S. Claims Tribunal and any other claims in connection with Tighe Iran Manufacturing Co. S.A.
2. To negotiate, execute, deliver and carry out any agreement for the sale of any or all shares owned by The Gillette Company and its above-named subsidiaries in Tighe Iran Manufacturing Co. S.A. and for the resolution of all ancillary claims and other matters arising therefrom.
3. To enter into, execute and deliver all agreements relating to the matters set out in clauses 1 and 2 above.

IN WITNESS WHEREOF, the undersigned officer of The Gillette Company executes this Power of Attorney on this twenty-first day of July, 1983.

THE GILLETTE COMPANY

By:

Joseph E. Mullaney
Joseph E. Mullaney
Senior Vice President and
General Counsel

On this twenty-first day of July, 1983, Joseph E. Mullaney, personally known to me, appeared before me and signed this document as his free act.

Elizabeth A. Wilson
Notary Public

My Commission expires 11/28/86:

BS 7 6 12

Power of Attorney

The Gillette Company, on behalf of itself and its subsidiaries, Compania GIVA, S.A.; Gillette International Capital Corporation; Gillette (Japan) Inc.; The Gillette Company Research Institute and the Gillette Safety Razor Company, through its Senior Vice President and General Counsel, Joseph E. Mullaney, hereby appoints and designates John W. Green and Brian R.G. Thomas, or either of them, as its attorneys-in-law and in-fact, with full power to act for the following purposes:

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THE GILLETTE COMPANY

By: Joseph E. Mullaney
Joseph E. Mullaney
Senior Vice President and
General Counsel

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Elizabeth A. Wilson
Notary Public
My Commission expires 11/28/86:

[Handwritten signatures and initials at the bottom of the page]

Power of Attorney

The Gillette Company, on behalf of itself and its subsidiaries, Compania GIVA, S.A.; Gillette International Capital Corporation; Gillette (Japan) Inc.; The Gillette Company Research Institute and the Gillette Safety Razor Company, through its Senior Vice President and General Counsel, Joseph E. Mullaney, hereby appoints and designates John W. Green and Brian R.G. Thomas, or either of them, as its attorneys-in-law and in-fact, with full power to act for the following purposes:

1. To negotiate and settle on behalf of The Gillette Company and its above-named subsidiaries any claim before the Iran-U.S. Claims Tribunal and any other claims in connection with Tighe Iran Manufacturing Co. S.A.
2. To negotiate, execute, deliver and carry out any agreement for the sale of any or all shares owned by The Gillette Company and its above-named subsidiaries in Tighe Iran Manufacturing Co. S.A. and for the resolution of all ancillary claims and other matters arising therefrom.
3. To enter into, execute and deliver all agreements relating to the matters set out in clauses 1 and 2 above.

IN WITNESS WHEREOF, the undersigned officer of The Gillette Company executes this Power of Attorney on this twenty-first day of July, 1983.

THE GILLETTE COMPANY

By: Joseph E. Mullaney
Joseph E. Mullaney
Senior Vice President and
General Counsel

On this twenty-first day of July, 1983, Joseph E. Mullaney, personally known to me, appeared before me and signed this document as his free act.

Elizabeth A. Wilson
Notary Public
My Commission expires 11/28/86:

[Handwritten signatures]

بنام الله
برادران آقاخان محمد کریم و ارج پدر حسین اکبر
از سبزه خانی صنایع ملی ایران

baradaran aghayan mohsen karbasi va
iraj pour noussain akbarien

bar asase ekntiarnamēn shomaren 501949 movarekne 26.6.1381 baradar
agnaye monandes nashemi vazire montarame sanaye be injaneb bedin
vasile be shoma maamoriat daen mishnavad namran ba baradar agnaye
benrouz amire moini (mosnavere houghoghi) va tahte nezarate baradar
agnaye khaiam dadashzaden az omore gharardadna va daavie bain-o-
lmelali sazeman ba khanane parvanden 139 dar charchnobe baianian
aljazayer va mosavabe shoraye sazeman dar rabete ba nal va fasle
edeana va knaride sanam jilet bename sazemane sanixye melli ir
mozakeren va dar sorate salandid movafeghtatnamen tanzim, emza
va az tarigne namayanden irandar dadgahe davari irn - eialate
motaheden amrika dar an dadgan sabt namayad.

tozin inken maamoriye mazkor fagnat baraye mosaferat be holand boden va dar sorate lozom mosaferat be nar keshvare digar mojadadan bayesti az sazezan mojavez aknz gardad.

gnoramreza snafeii
moavene vazir va
modir amele sazemnae sanaye melli iran

[illegible]

knate 3 dobaren tekrar mishnavad

bedinvasile be shoma maamoriat daden misnavad namran ba baradan
agnaye behrouz ~~amir~~ moini (moshavere noughogni)

+ 
32094 - Irano - 16V

۱- کتب : شرح زیاده داد و ستد .
۲- تفکر فلسفی (که میں را کہ میرزا)

7c/3/1.

32094 Irano nl
Iran.

31.7.83

IN THE NAME OF GOD

Brothers: Mr. Mohsen Karbassi and Iradj ^{Behr} Houssein Akbarieh

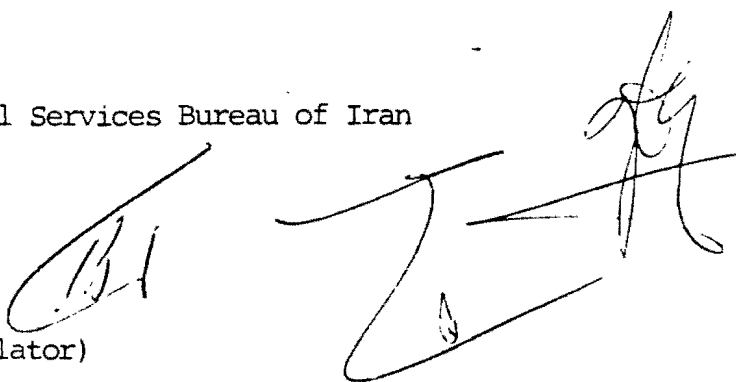
On the basis of the authorising letter no. 501949, dated 26.6.61* of brother Engineer Hashemi, the Honourable Minister of Industries to me, you are hereby commissioned together with brother Mr. Behrouz Amir Moini (Legal Advisor) and under the supervision of brother Khayam Dadash-Zadeh from the Department of International Contracts and Claims of this organization, to conduct negotiation with the Claimant in Case No. 139, within the framework of the Algerian Declaration and the resolutions of the Organization's syndicate, in the name of Iran Nationalised Industries Organization, in connection with the settlement of claims and purchase of shares of Gillette, and to formulate and sign agreement at your own discretion, and have it recorded with Iran-United States Claims Tribunal through the Agent of Iran in the said Tribunal.

Ghoramrooz Shafeii
Deputy Minister and Managing Director
of Iran Nationalised Industries Organization

Seal of International Legal Services Bureau of Iran
Hague Branch

32094 irano nlv

* 17 September 1982 (translator)

The block contains two handwritten signatures. The signature on the left is a stylized 'B' or 'H' inside an oval. The signature on the right is a more complex, cursive signature. There are also some faint, illegible markings and stamps in this area.