

ORIGINAL DOCUMENTS IN SAFE

Case No.

201

Date of filing:

13 APRIL 84**** AWARD**

- Type of Award

Agreed terms

- Date of Award

13 APR 844 pages in English

_____ pages in Farsi

+ exhibits**** DECISION**

- Date of Decision

_____ pages in English

_____ pages in Farsi

**** CONCURRING OPINION of**

- Date

_____ pages in English

_____ pages in Farsi

**** SEPARATE OPINION of**

- Date

_____ pages in English

_____ pages in Farsi

**** DISSENTING OPINION of**

- Date

_____ pages in English

_____ pages in Farsi

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

- Date

_____ pages in English

_____ pages in Farsi



CASE NO. 201

CHAMBER ONE

AWARD NO. 121 -201-1

ADAMS INTERNATIONAL DIVISION
OF BEATRICE FOODS COMPANY,

Claimant,

and

THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN,

PARS INDUSTRIAL CO. INC., and
MINOO INDUSTRIAL CO. INC.,

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ایران - ایالات متحدہ
ثبت شد - FILED	
Date	۱۳۶۳ / ۱ / ۲۴ 13 APR 1984
No.	201

AWARD ON
AGREED TERMS

On 9 April 1984 a Joint Request for an Arbitral Award on agreed terms was filed with the Tribunal signed by ADAMS INTERNATIONAL DIVISION OF BEATRICE FOODS COMPANY, ("ADAMS"), SHERKATE SANATI PARS, (PARS INDUSTRIAL CO. INC., hereinafter called "PARS"), SHERKATE SANATI MINOO, (MINOO INDUSTRIAL CO. INC., hereinafter called "MINOO") and the Agent of THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, requesting the Tribunal to record as an Award on agreed terms a Settlement Agreement dated 9 April 1984 between ADAMS, PARS and MINOO resolving the matters in dispute between them the subject of Case No. 201.

The Settlement Agreement is stated in the Joint Request to be "in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this case".

The Settlement Agreement provides for certain reciprocal obligations of the Parties.

Article 1(C) of the Settlement Agreement provides:

"C - The parties request the Tribunal to order the payment of threehundred seventyfive thousand United States Dollars (US \$ 375,000.00) of the Settlement Amount immediately upon the recording of this Agreement as an arbitral award on agreed terms and authorise the payment of the remaining ninety five thousand United States Dollars (US \$ 95,000.00) of the Settlement Amount only after the fulfillment of the condition set forth under Article 4 hereof."

Article 4 of the Settlement Agreement provides, inter alia:

"Adams, Pars and Minoo have agreed that Adams will ship to Pars and Minoo the spare parts in controversy in Case 201, as listed in Annex A hereto. Adams, Pars and Minoo have agreed that the Tribunal shall retain the authorization for payment of United States Dollars ninety five thousand (U.S. \$ 95,000.--) of the Settlement Amount to Adams until shipping documents for the spare parts listed in Annex A have been presented to the Tribunal by the representatives of Adams. The

parties agree that, upon receipt of such shipping documents, the Tribunal shall order payment of the amount of U.S. \$ 95,000. without any other condition required precedent to such payment."

Copies of the Settlement Agreement and Joint Request are annexed hereto.

The Tribunal accepts the Settlement Agreement in accordance with Article 34 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 Respondents SHERKATE SANATI PARS and SHERKATE SANATI MINOO are obligated to pay the Claimant ADAMS INTERNATIONAL DIVISION OF BEATRICE FOODS COMPANY the amount of Four Hundred and Seventy Thousand United States Dollars (U.S. \$470,000.00) 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 dated 19 January 1981.

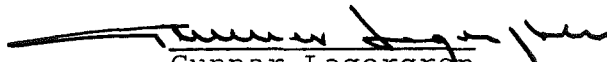
This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent of the payment of Three Hundred and Seventy Five Thousand United States Dollars (U.S. \$375,000.00) ("Payment No. 1").

The Tribunal will make a separate submission to the President for the purpose of notification of the payment of the remaining Ninety Five Thousand United States Dollars (U.S. \$95,000.00) ("Payment No. 2") after the Tribunal has satisfied itself that the requirements of Article 4 of the

Settlement Agreement with respect to this payment have been met.

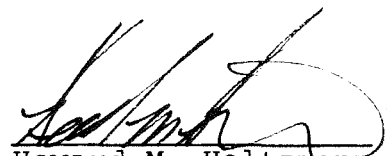
Dated, The Hague,

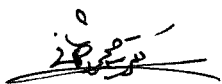
13 April 1984


Gunnar Lagergren
Chairman
Chamber One

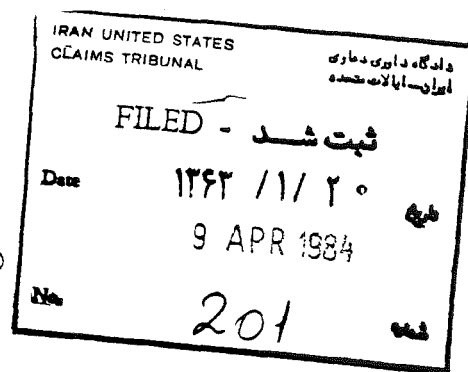
I agree with the Chairman in accepting and recording of the Settlement Agreement as an Award on agreed terms but I dissent as to the remaining part of this Award not only because that part unilaterally condemns one of the parties to the performance of its obligations and ignores the reciprocal obligations of the other party but also because it provides for an enforcement procedure, which a judge is barred from after deciding the dispute or accepting and recording the settlement, according to Article 34 of the UNCITRAL Rules.

Concurring. I believe that the description of the mutual obligations of the Parties and the notification procedure set forth in the Award are appropriate and in accordance with the Algiers Declarations. See my Concurring Opinions in Case Nos. 279, 427 and 807 (Part IV). My views with regard to provisions such as Article 1(D) of the Settlement Agreement are explained in the same Concurring Opinions (Part II).


Howard M. Holtzmann


Mahmoud M. Kashani

IN THE NAME OF GOD



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

Case No.: 201

Chamber: 1

JOINT REQUEST FOR ARBITRAL
AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal's Rules of Procedure, Adams International Division of Beatrice Foods Company ("Claimant") and Sherkate Sanati Pars and Sherkate Sanati Minoo ("Respondents") and the Islamic Republic of 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.

The Claimant and the Respondents have entered into a Settlement Agreement, a copy of which is attached hereto, providing that the Claimant shall be paid the amount of United States Dollars four hundred seventy thousand (US \$ 470,000.00) 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 Claimant to be made out of the

Am Ci

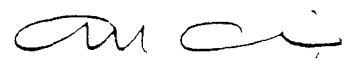
Security Account subject only to the terms of the Settlement Agreement attached hereto and the fulfillment of the condition specified under Article 4 of said Agreement.

Respectfully submitted

Sherkate Sanati Pars

By: A. Tahmouresi

Date: _____



Adams International Division
of Beatrice Foods Co.

By: Ernst M. Enschedé,
special attorney

Date: _____

April 24, 1984

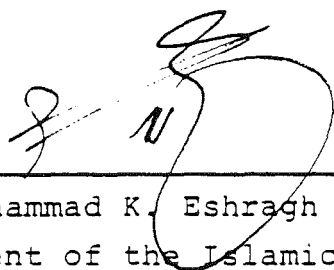
Sherkate Sanati Minoo

By: A. Tahmouresi

Date: _____

For approval

In the name of God



Mohammad K. Eshragh
Agent of the Islamic Republic
of Iran to the Iran-United
States Claims Tribunal.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحده
FILED - ثبت شد	
۱۳۶۲ / ۱۱ / ۲۰	
DATE	تاریخ
9 APR 1984	
FILE NO.	شماره پرونده
201	

SETTLEMENT AGREEMENT

This Agreement is made this ninth day of ^{April} ~~March~~, 1984 (Twenty ^{farwardin} ~~Esfand~~ 1362) by and between Sherkate Sanati Pars ("Pars") and Sherkate Sanati Minoo ("Minoo") and Adams International Division of Beatrice Foods Co. (hereinafter referred to as "Adams").

WHEREAS, Adams has filed a claim that has been docketed with Iran-United States Claims Tribunal ("the Tribunal") as Case No.: 201 ("Case 201");

WHEREAS, Pars and Minoo and the Islamic Republic of Iran have filed a statement of defence and have asserted a number of counterclaims against Adams and its subsidiaries;

WHEREAS, the parties to this Agreement wish to settle the above case filed with the Tribunal;

NOW THEREFORE, the parties to this Agreement agree to settle Case 201 in exchange for the consideration, and under the terms and conditions set forth below.

ARTICLE 1 - PAYMENT.

A - In full and final settlement of all outstanding claims and disputes arising or capable of arising out of the past business relationship between the parties, including but not limited to Adam's statement of claim and the counterclaim of Pars, Minoo and the Islamic Republic of Iran submitted in Case 201 before the Iran-United States Claims Tribunal, Adams shall be paid the sum of four

(Handwritten signatures and initials)

hundred seventy thousand United States Dollars (US \$ 470,000.00) ("the Settlement Amount"). No monies shall, under no conditions, be paid to Adams in excess of said U.S. \$ 470,000.00.

B - 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 Adams from the Security Account.

C - The parties request the Tribunal to order the payment of threehundred seventyfive thousand United States Dollars (US \$ 375,000.00) of the Settlement Amount immediately upon the recording of this Agreement as an arbitral award on agreed terms and authorise the payment of the remaining ninety five thousand United States Dollars (US \$ 95,000.00) of the Settlement Amount only after the fulfillment of the condition set forth under Article 4 hereof.

D - Pars and Minoo 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 Adams 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.

E - The parties confirm that all applicable Iranian taxes have been taken into account in reaching the Settlement Amount. The taxes imposed by the Government of Iran shall be paid by Pars and Minoo to the Iranian tax authorities. Should there be any taxes imposed on the Settlement Amount by countries other than Iran, Adams shall be responsible therefore.

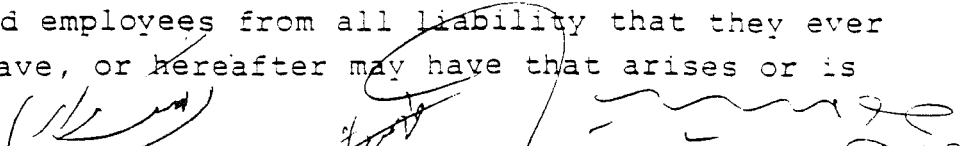
The bottom of the page features several handwritten signatures and initials. On the left, there is a signature that appears to be 'Pars'. In the center, there is a long, flowing signature that looks like 'Minoo'. To the right of Minoo's signature, there are some initials that could be 'AM' or 'AD'. Further to the right, there is a signature that looks like 'Adams'. At the bottom right, there are some initials that look like 'CNC'.

ARTICLE 2 - RELEASE AND TERMINATION OF PROCEEDING

A - Payment of the Settlement Amount to Adams shall terminate the proceedings in Case 201 and shall constitute complete and final settlement of all claims and counter-claims now existing or capable of arising in connection with Case 201 or any other disputes between the parties.

B - Upon full and final payment of the Settlement Amount to Adams, Adams, Pars and Minoo shall for themselves and their subsidiaries, affiliates, directors, officers, and employees (and for the successors and assigns of themselves and their subsidiaries, affiliates) by this Agreement release and forever discharge each other and the subsidiaries, affiliates, directors, officers, and employees of each other (and the successors and assigns of each other and their subsidiaries, affiliates) from any and all liability that they ever had, now have or hereafter may have by reason of any past dealings, or that are capable of arising out of any past dealings or from any claim that may be pending in any court or forum. Accordingly, Adams, Pars and Minoo agree that each of them shall within 30 days of full and final payment of the Settlement Amount to Adams cause all other claims, if any, filed by either Adams against Pars and/or Minoo, or by Pars and Minoo against Adams in any court or forum to be finally withdrawn terminated and dismissed.

C - Upon full and final payment of the Settlement Amount to Adams, Adams shall, for itself and its subsidiaries, affiliates, directors, officers, and employees (and for the successors and assigns of itself and their subsidiaries, affiliates) by this Agreement release and forever discharge all Respondents in Case 201 and their agencies, instrumentalities and subsidiaries, affiliates, from all liabilities, etc., and all such Respondents and their agencies, instrumentalities and subsidiaries, affiliates shall release and forever discharge Adams, its subsidiaries, affiliates, directors, officers and employees 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 201 or which have been subject of disputes between Adams, Pars and Minoo.

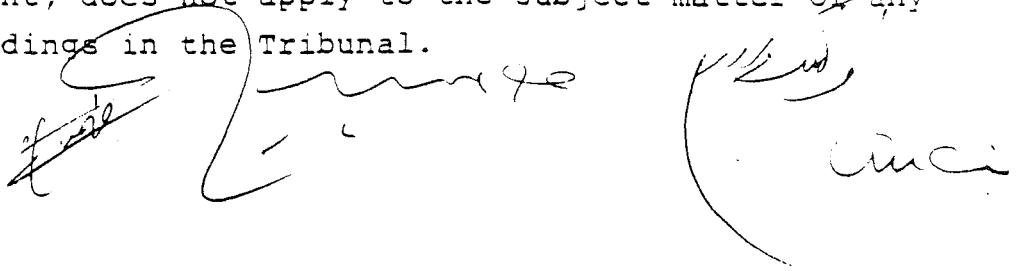
D - As to any past dealings, should any claims be pending or be filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

E - Upon full and final payment of the Settlement Amount to Adams, all machinery and equipment which have been the subject of Case 201 ("the Machinery") shall become the exclusive property of Pars and/or Minoo, as the case may be, and Adams shall have no claim of whatsoever nature with respect to said Machinery.

F - The releases set forth in this Agreement are self-executing upon the full and final payment of the Settlement Amount to Adams.

G - Upon full and final payment of the Settlement Amount to Adams, Pars, Minoo and Adams each waive any and all claims for costs, including attorney's 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 201 or any claim of Adams and of Pars and Minoo against each other.

H - This Agreement, including the releases set forth in this Agreement, does not apply to the subject matter of any other proceedings in the Tribunal.

The bottom of the page features several handwritten signatures and initials. On the left, there is a signature that appears to be 'J. Adams'. In the center, there is a long, flowing signature that is difficult to decipher but may be 'Pars'. To the right of this, there are initials 'K. Minoo'. Further to the right, there is a signature that looks like 'C. Adams'. At the bottom right, there are the initials 'C. Adams' written in a cursive style.

ARTICLE 3 - OTHER MATTERS.

A - Upon full and final payment of the Settlement Amount to Adams, the two Agreements dated November 9th, 1978 between Adams, Pars and Minoo and any other agreement or arrangement between Adams, Pars and Minoo or any of Adam's subsidiaries, affiliates including any termination consequences thereof, will be terminated, if and to the extent not previously terminated. Pars and Minoo, however, shall have the full use in Iran without further payment to Adams of whatsoever nature of such technical and scientific information and know-how that they have received from Adams prior to the date hereof.

B- The phrase "upon full and final payment of the Settlement Amount to Adams" as used herein means "Full payment in favour of Adams out of the Security Account of the amount mutually agreed to herein".

ARTICLE 4 - CONDITION.

In the counterclaim filed in Case 201 Pars, Minoo and the Islamic Republic of Iran have asserted that Adams has failed to send spare parts it was obligated to send under the November 9, 1978 contracts and thereby caused Pars and Minoo to incur damages. Adams, Pars and Minoo have agreed that Adams will ship to Pars and Minoo the spare parts in controversy in Case 201, as listed in Annex A hereto. Adams, Pars and Minoo have agreed that the Tribunal shall retain the authorization for payment of United States Dollars ninety five thousand (U.S. \$ 95,000.--) of the Settlement Amount to Adams until shipping documents for the spare parts listed in Annex A have been presented to the Tribunal by the representatives of Adams. The parties agree that, upon receipt of such shipping documents, the Tribunal shall order payment of the amount of U.S. \$ 95,000. without any other condition required precedent to such payment.

Amc

[Signature]

[Signature]

[Signature]

ARTICLE 5 - 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 the written agreement of the parties.

B - If the Tribunal does not record this Settlement as an arbitral award on agreed terms within 60 days of filing of the Settlement Agreement, or if payment of the Settlement Amount is not made to Adams within 120 days, either party may withdraw it, and this Agreement shall not prejudice Pars, Minoo or Adams in future proceedings in Case 201.

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

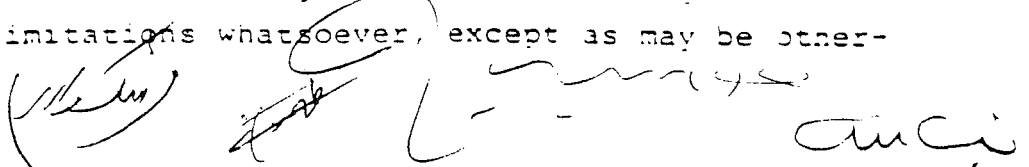
ARTICLE 6 - CONFIDENTIALITY.

A - Prior to the full and final payment of the Settlement Amount to Adams, the parties to this Agreement will not refer to or divulge the content of this Agreement (except for submission to the Tribunal) or of documents generated solely for purposes of settlement negotiation; or of discussions in the course of settlement negotiations, in any pending or future proceeding before the Tribunal or elsewhere.

B - Except for purposes of enforcement of the terms of this Agreement or any of its provisions, Adams and Pars or Minoo 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 7 - 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 other-

The block contains several handwritten signatures in black ink. From left to right, there is a signature that appears to be 'Pars', followed by a signature that appears to be 'Minoo', and then a signature that appears to be 'Adams'. To the right of these, there is a signature that appears to be 'Pars' again, and finally a signature that appears to be 'Adams'.

wise contained in this Settlement Agreement. Copies of the respective powers of attorney of the representatives of the respective parties are attached hereto.

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

Sherkate Sanati Pars

By: A. Tahmouresi

Date: _____

Amici

Adams International Division
of Beatrice Foods Co.

By: Ernst M. Enschedé,
special attorney

Date: 11 Apr 9th, 1984

Sherkate Sanati Minoo

By: A. Tahmouresi

Date: _____

Witnessed: Kh. Dadashzaden

Date: _____

Witness: F. Moradi

Date: _____

ANNEX A.

ADAMS PART. NO.	PARS/MINOO CODE NO.	QUANTITY	DESCRIPTION
04071	52072	10	Stator Adaptor Casting DRG-FCX 114
04065	52083	5	Spindle Casting with Back Cover Casting. P46-178
04305	52027	250	Heat Ring 220V 1000 W-2201
04004	52010	50	Lock Washer for 2500 Model FRC
04422	52003	300	Stator Seal Trostel 416 32 10 (55018) 4-1/4"x3"x 9/16"
04421	52005	100	Seal 2-3/4"x1-3/4"x1/2"- 450183
04420	52007	200	Seal 3x4-3/8"x1/2"-455158
04023	52067	100	Timing Belt 44.30V-850
04443	52068	25	9" High Production Stator
04237	52069	25	9" High Production Feed Screw

Shipping, Loading and Insurance Costs of the spare parts listed in Annex A shall be paid by Adams, the Claimant in Case No.201, so that the parts shall be delivered CIF to Sherkate Sanati Pars at a convenient point of entry into Iran, inside Iran (either by truck or by ship) at Adam's option, so that except for possible customs, fees and duties to be paid to any governmental, municipal or other authority in the Islamic Republic of Iran, no charges will be incurred by Sherkate Sanati Pars by reason of the receipt by said company of the above-mentioned spare parts.

[Handwritten signatures and initials]

In His Exalted Name

103142 Date 25-1--1362 (1- Feb. 1984)
 No. 500/24142
 Attachment
 Unit
 Series No.

NATIONAL INDUSTRIES ORGANIZATION OF IRAN

Mr. 'Abd Allah Tahmurasi:

On the basis of letter of authorization No.501949, dated 26-6-1361 (17 Sept. 1982), by Mr. Hashemi, the Minister of Industries, to the National Industries Organization of Iran, you are hereby mandated, together with Mrs. Aida Balasan Avansiyan (legal advisor), and under the supervision of Mr. Khayyam Dadashzadeh, of the Organization's Office for Contractual Matters and International Claims, to negotiate with the Claimant in Case No.201 within the framework of the Algiers Declaration and of the directive approved by the Organization's Council, with respect to settlement of the claims; and, if it be deemed appropriate, to draw up and sign the settlement agreement and file it with the Iran-U.S. Claims Tribunal through the Iranian Agent to the Tribunal.

It is to be noted that the above-mentioned mandate is solely for travel to Holland; for travel to any other country, it is necessary to obtain a new authorization from the Organization.

Amir Ja'far Baravati
Deputy Minister of Industries
and Managing Director of the
Organization

cc :

Office of the Managing Director
Commercial Assistant: Contractual Matters and International Claims
Administrative Assistant
Foods Industries Group

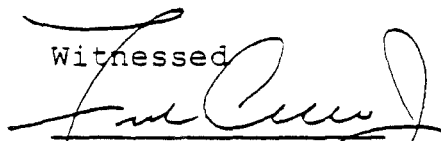
IN THE IRAN-U.S. CLAIMS TRIBUNAL
PEACE PALACE, THE HAGUE, THE NETHERLANDS

ADAMS INTERNATIONAL DIVISION	)	
OF BEATRICE FOODS COMPANY,	)	
	)	
Claimant,	)	Chamber no. 1
	)	
v.	)	
	)	
THE ISLAMIC REPUBLIC OF IRAN,	)	Claim no. 201
PARS INDUSTRIAL CO., INC. and	)	
MINOO INDUSTRIAL CO., INC.	)	
	)	
Respondents.	)	

POWER OF ATTORNEY

RICHARD WARNER, acting in his capacity of Manager of Adams International, and having the authority to grant powers of attorney to act on behalf of Adams International, a wholly owned division of Beatrice Foods Company, hereby appoints Ernst M. Enschedé, attorney-at-law at the Hague as its attorney to enter into negotiations to settle the claims of Beatrice Foods Company and its Adams International Division against Pars, Minoo and the Islamic Republic of Iran. Mr Enschedé also has the authority to execute and enter into binding settlement agreements on behalf of Beatrice Foods Company and its Adams International Division.


Richard Warner.

Witnessed

Frank Cicero

3 March, 1984

IN THE IRAN-U.S. CLAIMS TRIBUNAL
PEACE PALACE, THE HAGUE, THE NETHERLANDS

ADAMS INTERNATIONAL DIVISION	)	
OF BEATRICE FOODS COMPANY,	)	
	)	
Claimant,	)	Chamber No. 1
	)	
v.	)	
	)	
THE ISLAMIC REPUBLIC OF IRAN,	)	Claim No. 201
PARS INDUSTRIAL CO., INC. and	)	
MINOO INDUSTRIAL CO., INC.,	)	
	)	
Respondents.	)	

CERTIFICATE OF AUTHORITY

MARY D. ALLEN, being first duly sworn on oath,
deposes and says:

1. I am the Vice President and Assistant General Counsel of Beatrice Foods Company, of which Adams International is a wholly-owned division. In my position as Vice President and Assistant General Counsel I am familiar with and know the authorities and responsibilities of Beatrice Foods Company employees, including employees of its Adams International Division. I also have the authority to hire attorneys to represent Beatrice Foods Company and its Adams International Division and the authority to settle actions and claims.

2. I certify that Richard Warner is the General Manager of Adams International. In that capacity, Mr. Warner has the authority to enter into negotiations to settle the claims of Beatrice Foods Company and its Adams International Division against Pars Industrial Co., Inc.,

Minoo Industrial Co., Inc., and the Islamic Republic of Iran. Mr. Warner also has the authority to execute and to enter into binding settlement agreements on behalf of Beatrice Foods Company and its Adams International Division.

3. I hereby certify that on behalf of the Adams International Division of Beatrice Foods Company, Frank Cicero, Jr. has been hired and appointed as its attorney-at-law for purposes of representation and assistance in connection with Adams International's claims before the Iran-U.S. Claims Tribunal. Mr. Cicero has been authorized to enter into negotiations to settle the claims of Beatrice Foods Company and its Adams International Division against Pars, Minoo and the Islamic Republic of Iran. Mr. Cicero also has the authority to execute and enter into binding settlement agreements on behalf of Beatrice Foods Company and its Adams International Division.

Ma Dae

SUBSCRIBED and SWORN to
before me this 13th day
of October 1983.

Cynthia P. Lippert
Notary Public

