

236-167

وان داوری دعادی ایران

ORIGINAL DOCUMENT

۲۳۳-۱۹۷

Case No. 236

Date of filing: 8 July 85

**** AWARD**

- Type of Award Agreed Terms

- Date of Award 8-7-85

3 pages in English
& Exhibits

3 pages in Farsi

**** DECISION**

- Date of Decision _____

_____ pages in English

_____ pages in Farsi

**** CONCURRING OPINION** of _____

- Date _____

_____ pages in English

_____ pages in Farsi

**** SEPARATE OPINION** of _____

- Date _____

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**** DISSENTING OPINION** of _____

- Date _____

_____ pages in English

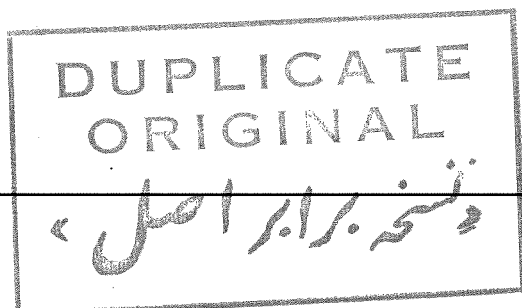
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- Date _____

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CASE NO. 236
CHAMBER TWO
AWARD NO. 182-236-2

REVLON INCORPORATED,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
IRAN DISTRIBUTION COMPANY,
MOSTAZAFAN FOUNDATION,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	8 JUL 1985 تاریخ ۱۳۶۴ / ۴ / ۱۷
No.	236 شماره

AWARD ON AGREED TERMS

The Claimant, REVLOM INCORPORATED on its own behalf and on behalf of its subsidiaries REVLOM INTERNATIONAL CORPORATION, REVLOM OVERSEAS CORPORATION, REVLOM MANUFACTURING LIMITED AND REVLOM S.A. (hereinafter referred to as "the Claimant") and Respondent, THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, (hereinafter referred to as the "Government") have entered into a Settlement Agreement dated 1 May 1985 and filed on 4 June 1985 (the "Settlement Agreement") resolving the matters in dispute between them, whereby it is agreed, inter alia, that the Government shall pay the Claimant the amount of US \$ 1,950,000.00 and that the Claimant and the Government shall thereupon withdraw and terminate all claims and counterclaims in connection with this case.

An attachment to the Settlement Agreement was executed, on the same date, by the Claimant and Respondents BONYAD MOSTAZAFAN (The Foundation for the Oppressed) and IRAN DISTRIBUTION CORPORATION (now known as Sherkat Towzee Mahsoulate Arayeshi Va Behdashti Iran), whereby it is agreed that, upon final confirmation and effectiveness of the Settlement Agreement, the Claimant withdraws its claims against these Respondents and that these Respondents withdraw their counterclaims.

On 4 June 1985 a Joint Request from the Parties was filed, signed by a representative of the Claimant on the one hand and on the other hand by the Agent of the Government of The Islamic Republic of Iran, for an Arbitral Award on Agreed Terms to be rendered, recording and giving effect to the Settlement Agreement pursuant to Article 34(1) of the Tribunal Rules. The Settlement Agreement together with the Joint Request are attached hereto.

On 2 May 1985 the Claimant deposited with the Tribunal's Registry, certain documents in fulfillment of the provisions of Article 3(iii) of the Settlement Agreement.

The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms 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.

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

For the foregoing reasons,

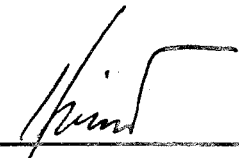
THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties, in full settlement of the entire Case. Consequently, the Respondent THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN shall pay the Claimant REVLOX INCORPORATED the amount of One Million Nine Hundred and Fifty Thousand United States Dollars (US \$ 1,950,000.00), which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria of 19 January 1981.

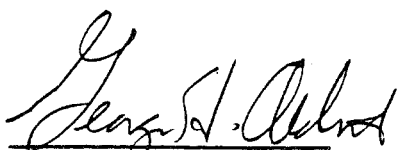
This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague

8 June 1985

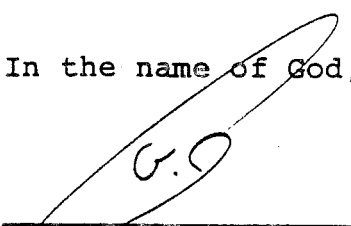


Robert Briner
Chairman



George H. Aldrich

In the name of God,



Hamid Bahrami-Ahmadi

IN THE NAME OF GOD

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Iran-US Claims Tribunal

The Hague

The Netherlands

Chamber 2

Case No. 236

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و داری ایران-ایالات متحده
ثبت شد - FILED	
Date	4 JUN 1985 تاریخ
۱۳۶۴ / ۳ / ۱۴	
No.	236 شماره

JOINT REQUEST FOR RENDERING AN AWARD ON AGREED TERMS

On the strength of Article 34 of the Tribunal Rules, Revlon, Inc., Revlon International Corporation, Revlon Overseas Corporation, Revlon Manufacturing Ltd., and Revlon S.A. and the Islamic Republic of Iran jointly request the Tribunal to render an Award on Agreed Terms under which the attached Agreement may be filed and granted legal effect.

On May 1, 1985, (Ordibehesht 11, 1364), the parties referred to hereinabove concluded an agreement, a copy of which is submitted appended hereto, and, under which it was agreed that all the claims relating to Case No. 236 whether pending or not yet raised should be categorically and finally terminated by "Revlon" against receipt by the latter of a sum of 1,950,000 US Dollars.

The following signatories request the Tribunal to render an Award on the said Agreed Terms and upon the thorough fulfillment by Claimants of the obligations set forth in para 3 (III) of the attached Settlement

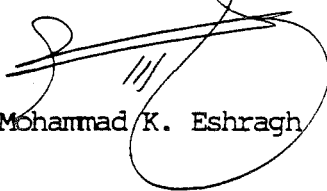
Agreement, rule that the agreed amount should be paid to "Revlon", from the Security Account, opened pursuant to Paragraph VII of the Declaration dated January 19, 1981 (Day 29, 1359) of the Democratic and Popular Republic of Algeria, as the full and final settlement of the claims brought by the Claimant and its affiliated and subsidiary companies in Case No. 236.

رسالة

"Revlon, Inc." for itself
and for and on behalf of:

1. Revlon International Corporation
2. Revlon Overseas Corporation
3. Revlon Manufacturing Ltd.
4. Revlon S.A.

Agent of the Government
the Islamic Republic of
Iran at the Iran-US
Claims Tribunal


Mohammad K. Eshragh

9/1/81

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و داری ایران - ایالات متحده
ثبت شد - FILED	
Date	4 JUN 1985 تاریخ
No.	۱۳۶۴ / ۲ / ۱۴ 236 شماره

IN THE NAME OF ALMIGHTY

SETTLEMENT AGREEMENT IN CASE 236, CHAMBER TWO
OF IRAN-UNITED STATES CLAIMS TRIBUNAL

This Agreement is executed on May 1, 1985 (Ordibehesht 11,1364) by and between:

1. Revlon Inc,
2. Revlon International Corporation
3. Revlon Overseas Corporation
4. Revlon Manufacturing Limited
5. Revlon S.A.

(which for the purpose of this Agreement, shall collectively, and jointly be referred to as "Revlon" on the one part and the Government of the Islamic Republic of Iran, (hereinafter referred to as "Iran") on the other part, for full, final and complete settlement of all litigation, claims and disputes contained in Case No. 236 (hereinafter referred to as the "CASE") filed on January 12, 1982 (23/10/1360) with Chamber Two of the Iran united States Claims Tribunal (hereinafter referred to as "THE TRIBUNAL") as well as of any other matter, issues or cases that could have been brought before the "TRIBUNAL".

WHEREAS Revlon has claimed and demanded various sums from Iran, Bonyad Mostazafan (The Foundation for the Oppressed, hereinafter referred to as "BONYAD") and Iran Distribution Corporation (hereinafter referred to as "IDC") (said name having as per approval of the extraordinary shareholders' general meeting in 1983 been changed to Sherkat Towzee Mahsoulate Arayeshi Va Behdashti Iran, which, for the purpose of this Agreement, is being translated as, the Cosmetic and Hygienic Products Distribution Co. of Iran, hereinafter referred to as "CHPDICI") under various headings as mentioned in the "CASE" such as, but not limited to, value of Share Stocks, receivables, outstandings related to Commercial

Accounts, related interest accrued and share dividend(s) (if any), advance payment(s) and/or accruals (hereinafter referred to as "TOTAL CLAIMS").

WHEREAS by virtue of the instrument annexed to this Agreement, which shall constitute an integral part and parcel of the same, "Revlon" and "ITS RELATED PERSONS" ("ITS RELATED PERSONS" being defined as Its Predecessors, Successors, Payees and Transferees, its elected Directors, Deputies, Assigns and Employees, its other subsidiaries and Affiliated companies under its direct or indirect control, all Real Persons and Legal Entities under its cover, or any Third Party(ies) under its control and/or acting for and on its behalf or others who have vested interest and/or are involved and as such act as "Revlon's" assignees, including but not limited to its investors, creditors, guarantors and underwriters) have withdrawn, dismissed and terminated their petition and litigation as contained in the "CASE" and have in every respect waived all their claims and demands against "BONYAD" and "IDC" and have deleted both from the roster of the RESPONDENTS included under the "CASE" and have released "BONYAD" and "IDC" from any liability in connection with CASE No. 236 and likewise "BONYAD" and "IDC" have reciprocated by withdrawing and terminating any counter petition and claims against the "Revlon" and "ITS RELATED PERSONS".

WHEREAS the PARTIES ("PARTIES" being defined as "Revlon" and "Iran") hereto are desirous of settling the "CASE" pending before Chamber Two of the "TRIBUNAL" and the "TRIBUNAL" is empowered on the strength of Article 34 of the Tribunal Rules to render an award on the basis of the terms acceptable to both "PARTIES" under this mutual concurrence and agreement.

NOW THEREFORE, in consideration of and under the conditions set forth hereunder the parties hereby agree to settle the litigation and all claims asserted or unasserted contained in the "CASE", or related to or arising out of the subject matter of the "CASE":-

1. The "PARTIES" agree to submit this Agreement to the "TRIBUNAL" and request that an award be rendered on the terms stated herein.
2. In consideration of full and final settlement of all disputes as set forth in the original Statement of Claim and in the Counter-claim as well as in Statements of Defence filed in the "CASE", and of all such disputes and claims raised under or related thereto, Iran shall cause to pay "Revlon" the net sum of US \$1,950,000/= (One million nine hundred and fifty thousand) (hereinafter referred to as the AGREED AMOUNT") from the Security Account, established pursuant to paragraph VII of the Declaration dated January 19, 1981 (Day 29, 1359) of the Democratic and Popular Republic of Algeria.
3. Effective immediately upon the rendering of an award by the "TRIBUNAL" and payment to "Revlon" of the "AGREED AMOUNT", Revlon for itself and on behalf of "ITS RELATED PERSONS" as has been defined hereinabove jointly and severally, individually and collectively hereby agrees, confirms, declares and guarantees that:
 - 3(i) It shall, for the benefit of "Iran" release, drop, withdraw, discontinue and terminate all its "TOTAL CLAIMS" or otherwise any such other claim(s) that were or could have been raised under the "CASE" with Chamber Two of the "TRIBUNAL", whether related to past, present or future or arising from or in connection with the "CASE" or otherwise raised or capable or being raised in "OTHER JURISDICTIONS" ("OTHER JURISDICTIONS" being defined as any other Tribunal(s), International Forum/Fora, judicial Institution(s), Local/International Chambers of Commerce, Arbitration(s), District/Municipal/Foreign Court(s) or any other such legal institution(s) or Body(ies) whether in the United States of America and/or anywhere else in the world); such release, drop, withdrawal and termination of total having been made Claims or other claims in such manner that "Iran" and "ITS AGENCIES" ("ITS AGENCIES" being defined as but not limited to its instrumentalities, political sub-divisions, units and entities under its direct or indirect control supervision and management or other similar institutions)

are free and released forever, and furthermore, that Revlon shall be forbidden to initiate, pursue or continue litigation and shall waive all rights of future suits or litigation either in the "TRIBUNAL" or "OTHER JURISDICTIONS".

3(ii) All rights and ownership benefits of "Revlon" and "ITS RELATED PERSONS" in respect of its shares in I.D.C. and (if any) in "OTHER RELATED GROUPS" ("OTHER RELATED GROUPS" being defined as IRAN'S AGENCIES, ~~"BONYAD'S"~~ and ~~"IDC'S"~~ subsidiary and affiliated companies, firms, corporations and any other such entity(ies) which are and may be under their direct or indirect control, management, ownership or supervision) including but not limited to its rights to the property, ownership, dividends and/or all rights and benefits resulting from the ownership of the said shares and any other right(s) earned or granted under the law or by virtue of the Articles of Association of I.D.C. and "OTHER RELATED GROUPS" or earned or granted in any other manner and form, and as well as rights, benefits, interests and claims, if any, against any third party(ies) shall be considered as transferred to Iran to such an extent that "Revlon" and "ITS RELATED PERSONS" shall be denied all such rights and benefits in I.D.C. and/or in "OTHER RELATED GROUPS" and thereafter "IRAN" shall be fully authorised (without any condition and reservation) to effect the necessary arrangements for the registration of such transfer.

3(iii) "Revlon" and "ITS RELATED PERSONS" hereby undertake that immediately upon rendering of an award by the "TRIBUNAL" and prior to payment of "AGREED AMOUNT" shall (a) endorse the original Share Certificates in their possession or under their control in the name of any real person(s) and/or legal entity(ies), and shall submit such certificates to the "TRIBUNAL" (b) draw up and submit an affidavit to that effect indicating that they have no other authentic shares or share certificates in their possession or under their control, (c) in respect of and to the extent that any authentic share certificates may have been in existence but no longer exist or are not in the possession or under their control as the case may

be, provide an affidavit to that effect duly signed by their official authorised person. Said actions must eventually result in actual transfer to and ownership of Iran of the exact 49% shares in "IDC".

2. The order of the "TRIBUNAL" in connection with payment of the "AGREED AMOUNT" shall be dependent upon the fulfillment by "Revlon" of the above obligations. Furthermore, "Revlon" and "ITS RELATED PERSONS" hereby tender on unconditional full and irrevocable Power of Attorney to "Iran" ~~in effect empowering Iran to effect the~~ transfer, issuance of all new, endorsed, missing and un-delivered shares and any other shares of I.D.C. (as duly registered in the Office of Corporate Registration as well as in Shares Register Books of I.D.C.) to any natural person(s) and/or legal entity(ies) named by the representative(s) of Iran in accordance with prevailing state rules and regulations. "Revlon" and "ITS RELATED PERSONS" further undertake to compensate all damages and losses and/or probable damage and losses in the event that, other than in accordance with these presents, they have sold, transferred, or mortgaged to third parties any of the said shares the benefits applicable during their tenure of management and to indemnify Iran and/or any other natural person(s) and/or legal entity(ies) to whom the said shares have been transferred by Iran.

3(iv) The fulfilment and implementation of Clauses 2 and 3 and sub-clauses 3(i), 3(ii), 3(iii) as mentioned above, are considered to be the principal conditions of this Agreement. Should for any reason(s) or as a result of any action(s) (whatsoever) taken by "Revlon" and/or "ITS RELATED PERSONS" and/or otherwise by any other third party not mentioned herein, in respect of claims and disputes contained in the "CASE", whether related to past, present or future, which happen to prove and imply directly or indirectly contrary to the conditions of the above-mentioned Clauses and sub-clauses, and/or cause to delay, and/or to make difficult and/or to suspend the implementation and fulfilment of the said conditions, then "Revlon" and "ITS RELATED PERSONS" undertake and

guarantee to immediately stop, discontinue and terminate such actions and shall keep "Iran" immune and shall be liable to immediately indemnify and compensate Iran for the damages and losses resulting therefrom.

4. Following the rendering of the "TRIBUNAL'S" award and payment of the "AGREED AMOUNT" to "Revlon, Inc." and subject to full implementation and fulfilment of the conditions mentioned under sub-clauses 3(i), 3(ii) and 3(iii) hereof, Iran agrees, confirms, guarantees and declares:

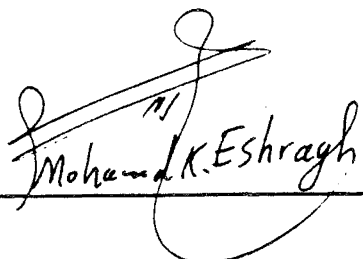
- 4(i) That in respect of all Counter Claims and damages or, otherwise, any such other claim(s) related to the subject matter of the "CASE" release "Revlon" and "ITS RELATED PERSONS" under the same conditions by which the "Revlon" and "ITS RELATED PERSONS" are committed to fulfill and implement in the manner and as stipulated and specified in sub-clause 3(i) of this Agreement, mutatis mutandis.
5. The Parties agree that upon payment to "Revlon" of the "AGREED AMOUNT", "Revlon" and "Iran" shall bear their own respective costs as well as any taxes levied by the Government of the United States of America or of the Islamic Republic of Iran, respectively.
6. The Parties agree to file this Agreement with the "TRIBUNAL" within a period of 35 days of the date hereof upon final ratification by the respective authorities of Iran. Should, for any reason whatsoever "Iran" chooses not to confirm this Agreement within said 35-day period, then this Agreement shall become null and void and any withdrawal of claims shall become ineffective, null and void and the "Parties" without prejudicing their respective rights shall be placed in the same position as they were before the date of signing this Agreement and shall pursue the "CASE" before the "TRIBUNAL".

7. The text of this Agreement and its supplement shall be treated as confidential for and by the "PARTIES" hereto and shall not be invoked, utilised or relied upon as evidence, in any case or issue except in the present "CASE" and will not have any effect, under any circumstances or for any purpose on cases or issues under review by the "TRIBUNAL". However, for the purpose of execution of this Agreement, the parties may, if and when necessary, disclose this Agreement in part or in full to their respective bankers and governmental bodies.
8. In interpretation of this Agreement and its attachment, the documents shall be taken into consideration and interpreted in their entirety without allowing any particular effect for any one of their clauses or provisions.
9. Should for any reason whatsoever, the "TRIBUNAL" choose not to issue an award based on the terms and conditions of this Agreement, then this Agreement shall be ineffective, null and void.
10. This Agreement has been prepared and executed in Four (4) copies, two in Farsi and two in English and each of the four copies shall be considered as an original copy and shall have the same and equal validity.

"IRAN"

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Agent of the Government of
the Islamic Republic of Iran

By: 
Mohammad K. Eshragh

"REVLON"

Revlon, Inc., for itself and
and for and on behalf of:

1. Revlon International
Corporation
2. Revlon Overseas Corporation
3. Revlon Manufacturing Limited
4. Revlon S.A.

By: 

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و دیاری ایران - ایالات متحده
ثبت شد - FILED	
Date	4 JUN 1985 تاریخ
	۱۳۶۴ / ۳ / ۱۴
No.	236

IN THE NAME OF THE ALMIGHTY

CHAMBER TWO OF IRAN-UNITED STATES CLAIMS TRIBUNAL

Attachment to Settlement Agreement

This document (which shall be considered as an attachment to the ~~Settlement Agreement, if and when the said Settlement Agreement is~~ finally confirmed and becomes effective as mentioned under clause 9 thereof) is executed by and between "Revlon," (as mentioned and defined in the pre-ambble of the Settlement Agreement attached hereto) on the one part, and "BONYAD" and "IDC" (now known as Sherkat Towzee Mahsoulate Arayeshi Va Behdashti Iran, and formerly known as Iran Distribution Corporation) as two of the Respondents of the "CASE" on the other part.

1. "Revlon" for itself and for and on behalf of "ITS RELATED PERSONS" shall jointly and severally, individually and collectively hereby agree, confirm, guarantee and declare that the execution of this document shall categorically and explicitly mean that:
 - 1(i) "Revlon" (a) deleted and released "BONYAD" and "IDC" as two of the Respondents in the "CASE" and (b) categorically acknowledged and recognised the Government of the Islamic Republic of Iran as the only and sole Respondent of the "CASE" and that (c) the said deletion and release must have such an effect, as if "BONYAD" and "IDC" never were and will never be Respondents under the "CASE".
 - 1(ii) "Revlon" has dropped, withdrawn, terminated and discontinued all their litigation, petitions and disputes against "BONYAD" and "IDC" and "OTHER RELATED GROUPS" (a) in respect of their "TOTAL CLAIMS" or any such claim(s) whether related to past, present or future arising from, related to and raised or could have been raised under the "CASE" at Chamber Two of the "TRIBUNAL" or otherwise may have been raised or perhaps

may/could be raised in "OTHER JURISDICTIONS" and that (b) they are forbidden to initiate, pursue or continue litigations in respect of the "CASE", and/or any dispute arising from the Settlement Agreement and as such (c) have waived all rights of future suits or litigation either in the "TRIBUNAL" or "OTHER JURISDICTION" forever, and as well shall (d) keep "BONYAD" and "IDC" and "OTHER RELATED GROUPS" immune and shall be liable to indemnify and compensate them for any damages and losses resulting therefrom.

- 2 "BONYAD" and "IDC" shall reciprocally hereby agree, confirm, guarantee and declare that for itself and its successors in title the execution of this Agreement and implementation of the conditions mentioned under Clauses and sub-clauses 1(i) and 1(ii) hereof, shall categorically and explicitly mean that:
 - 2(i) In respect of all its counter claims, damages, and defences against "Revlon", those same conditions, obligations and commitments to which "Revlon" and "THEIR RELATED PERSONS" are committed under sub clause 1(ii) hereof shall apply mutatis mutandis to "BONYAD" and "IDC"
- 3 Should for any reason whatsoever, the "TRIBUNAL" choose not to issue an award based on the terms and conditions of the Settlement Agreement, then this attachment, and any withdrawal of claims, will be ineffective, null and void.
4. All contracts and agreements concluded prior to the date herein between the "REVLON" and "THEIR RELATED PERSONS" on one side and "BONYAD" and/or "IDC" shall be considered as non-existent, null and void.
5. This attachment has been prepared and executed in Four (4)

copies Two (2) copies in English and Two (2) copies in Farsi and each of said four copies shall be considered as an original copy and shall have same and equal validity.

"REVLON"

- | | | |
|----|---|---|
| 1. | Bonyad Mostazafan (the
Foundation for the
Oppressed) "BONYAD" | Revlon, Inc. for itself and
for and on behalf of: |
| 2. | Sherkat Towzee Mahsoulate
Arayeshi Va Behdashti,
Iran, (formerly known as
"IDC") | 1. Revlon International
Corporation
2. Revlon Overseas
Corporation
3. Revlon Manufacturing Ltd.
4. Revlon S.A. |