

ORIGINAL DOCUMENTS IN SAFECase No. 299Date of filing: 23 MAY 85

- ** AWARD - Type of Award on Agreed terms
- Date of Award 20 MAY 85
3 pages in English 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 _____
_____ 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

IRAN-UNITED STATES CLAIMS TRIBUNAL

ایالات متحدہ

299-158

CASE NO. 299

CHAMBER ONE

AWARD NO. 178 -299-1

GEO J. MEYER MANUFACTURING DIVISION
OF FIGGIE INTERNATIONAL, INC.,

Claimant,

and

ZAM ZAM BOTTLING COMPANY,

Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و معاری ایران-ایالات متحده
ثبت شد - FILED	
Date	23 MAY 1985 تاریخ
	۱۳۶۴ / ۳ / ۲
No.	299 شماره

AWARD ON AGREED TERMS

DUPLICATE
ORIGINAL
نسخه برابر اصل

On 8 March 1985 a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal signed by GEO J. MEYER MANUFACTURING DIVISION OF FIGGIE INTERNATIONAL, INC., and ZAM ZAM BOTTLING COMPANY, respectively the Claimant and Respondent in Case No. 299. Attached to the Joint Request was a Settlement Agreement dated 17 September 1984 between the same Parties. Copies of the Joint Request and Settlement Agreement are annexed hereto.

The Settlement Agreement provides for certain reciprocal obligations of the Parties, and is intended to provide for "the complete and final settlement of all claims which they may have against each other".

An Addendum to the Settlement Agreement, dated 29 November 1984, whereby the Claimant releases the Government of the Islamic Republic of Iran, its political subsidiaries, divisions and affiliates and any of its agencies or instrumentalities from any liability in relation to Case No. 299, was annexed to the Settlement Agreement. A copy of the Addendum is annexed hereto. In his letter filed on 8 March 1985 whereby the settlement documents were submitted to the Tribunal, the Agent of the Government of the Islamic Republic of Iran described the Addendum as "a subsequent amendment to the Settlement Agreement".

The Tribunal accepts the Settlement Agreement as amended by the Addendum in accordance with Article 34, paragraph 1 of the Tribunal Rules.

Pursuant to Article 13, paragraph 5, of the Tribunal Rules, the Chairman, who had resigned after the Hearing on the merits of this case, participated in this Award.

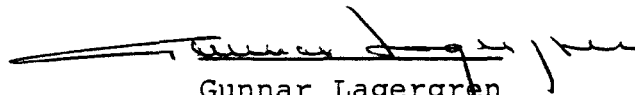
For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

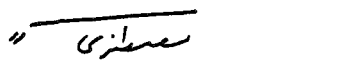
The Settlement Agreement as amended by the Addendum is hereby recorded as an Award on Agreed Terms, binding on the Parties and in full and final settlement of all claims in Case No. 299. Consequently the Respondent ZAM ZAM BOTTLING COMPANY is obligated to pay the Claimant GEO J. MEYER MANUFACTURING DIVISION OF FIGGIE INTERNATIONAL, INC. the amount of Two Hundred and Twenty Five Thousand United States Dollars (U.S. \$225,000.00) 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.

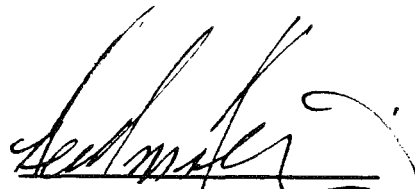
The Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague
20 May 1985


Gunnar Lagergren
Chairman
Chamber One

In the name of God


Mohsen Mostafavi


Howard M. Holtzmann

CLAIMS TRIBUNAL	ایران-ایالات متحده
FILED - ثبت شد	
Date 9 APR 1985	تاریخ
1764 / 11 / 20	
No. 299	شماره

Before the Iran-U.S. Claims Tribunal

Geo. J. Meyer Manufacturing Inc.,	:	Case No. 299
Division of Figgie International,	:	Chamber No. 1
Claimant,	:	
-and-	:	
Zam Zam Bottling Company,	:	
Respondent.	:	

Addendum to Settlement Agreement
dated 17th September, 1984

Claimant agrees to add the following to the above-referenced Settlement Agreement:

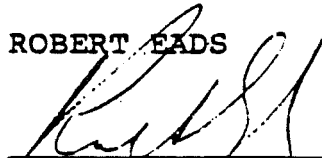
ARTICLE TWELVE:

Upon payment of the settlement sum, Claimant hereby releases the Government of the Islamic Republic of Iran and its political subsidiaries, divisions and affiliates and any agency or instrumentality of the Government of the Islamic Republic of Iran from any liability that they ever had, now have, or hereafter may have that arises, or is

capable of arising, out of occurrences before the date of this release in relation to Case No. 299.

Dated: November 29, 1984

ROBERT EADS

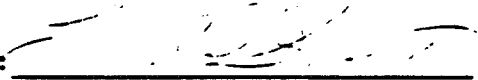


MANAGER CREDIT DIVISION

Geo. J. Meyer Manufacturing
Division of Figgie Int'l.,
Inc.

The above Addendum is hereby approved and ratified:

Figgie International, Inc.

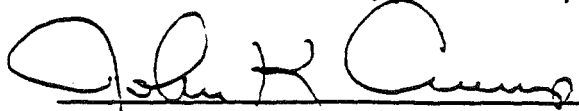
By: 

Date: 11/29/84

CERTIFICATE

This is to certify that the attached document is a true and exact copy of the Addendum to Settlement Agreement Dated 17th September, 1984 and the Farsi translation of such Addendum filed with the IRAN-U.S. Claims Tribunal in December of 1984.

Signed at Charleston, South Carolina, U.S.A. this 16th day of January, 1985.

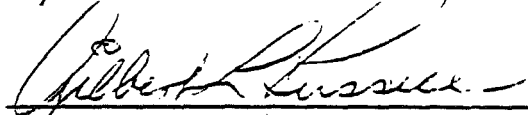


John K. Crump - Legal Department

State of South Carolina)
County of Berkeley) SS
United States of America)

On this the 16 day of JAN, 1985, before me,
Gilbert Russell, the undersigned officer, personally appeared
JOHN K. CRUMP known to me to be the person whose name is
subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.)



Gilbert Russell - Notary Public

الحاقه مربوط به سرائقت نامه
شربان انگلیسی

MARKETING HEADQUARTERS

January 22, 1985

Mr. Mohsen Shahverdi
ZAM ZAM BOTTLING COMPANY
51 Khark Street
Enghelab Avenue
Tehran, Iran

Dear Mr. Shahverdi,

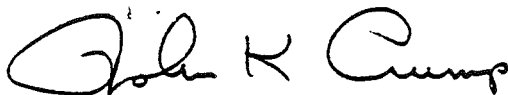
Enclosed is a certified copy of the ADDENDUM to the SETTLEMENT AGREEMENT which was transmitted to the U.S.-Iran Claims Tribunal on December 3, 1984. As I understand it, the Addendum was submitted by Mr. J. Crooks, U.S. Claims Agent at The Hague, to Mr. Eshragh, the counterpart Iranian Claims Agent, who was then to approve the document and file the same with The Tribunal. Apparently, this still has not been done.

Perhaps your firm could contact Mr. Eshragh and request that he give his approval to the Addendum so that this matter could be resolved once and for all.

Also, enclosed is a copy of a telex sent to Mr. Eshragh by our counsel, Baker & McKenzie, on January 15, 1985, urging that he give his approval to the Addendum.

Regards,

GEO. J. MEYER MANUFACTURING
A Figgie International Company



John K. Crump
Legal Counsel

JKC/elh

Encls.

GEO. J. MEYER MANUFACTURING, A FIGGIE INTERNATIONAL COMPANY 

P. O. BOX 10208, CHARLESTON, SC 29411 PHONE: 803/572-6640



EMBASSY OF THE ISLAMIC REPUBLIC OF IRAN
Agent Bureau
The Hague

No. 11020
Date. 9.4.85
(20.1.64)
Encl.

IN THE NAME OF GOD

Chairman,
Chamber One,
Iran-U.S. Claims Tribunal,
Parkweg-13,
The Hague.

رئیس
شعبه اول
دیوان دآوری دعاوی ایران - ایالات متحده
پارک وِخ ۱۳
لاهی

Re: Settlement Agreement
in Case No.299.

موضوع: موافقت نامه پرونده ۲۹۹ - شعبه اول

Sir,

آقای محترم

Pursuant to our letter No.10798 dated 8.3.1985, enclosed herewith please find another copy of Settlement Agreement in the above captioned case, together with the Joint Request for an Award on Agreed Terms as well as a copy of the subsequent amendment to the Settlement Agreement, all in English and Farsi, for filing and issuance of an award on agreed terms.

بیرونا مه شماره ۱۰۷۹۸ مورخ (۱۳۶۳/۱۲/۱۷) بدینوسیله نسخه دیگری از موافقت نامه پرونده فوق الذکر به همراه درخواست مشترک و اصلاحیه بعدی توافق نامه به زبانها فارسی و انگلیسی برای ثبت و صدور حکم بر اساس شرایط مرضی الطرفین ارسال میشود.

Yours sincerely,

با احترام

محمدکریم اشراق

Mohammad K. Eshragh
Agent of the Government of the Islamic Republic of Iran to the
Iran-U.S. Claims Tribunal.

IRAN UNITED STATES CLAIMS TRIBUNAL	دایره دآوری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	9 APR 1985 ۱۳۶۴ / ۱ / ۲۰
No.	299

BEFORE THE IRAN-UNITED STATES CLAIMS TRIBUNAL

Case No. 299

Chamber 1

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ایران-ایالات متحده
ثبت شد - FILED	
Date	9 APR 1985 ۱۳۶۴ / ۱ / ۲۰
No.	299

GEO J. MEYER MANUFACTURING; DIVISION OF FIGGIE INTERNATIONAL
INC. ("Geo. J. Meyer")

CLAIMANT,

and

ZAM ZAM BOTTLING COMPANY

RESPONDENT.

REQUEST FOR AN ARBITRAL AWARD
ON AGREED TERMS

1. By its Statement of Claim filed in this Case on January 15th, 1982 the Claimant, Geo. J. Meyer sought an Award of outstanding debts of the Respondent.
2. As a result of negotiations between the Parties, the Claimant and Respondent have entered into a Settlement dated 17th September 1984, a copy of which is annexed hereto.

3. Pursuant to the terms of Article 34 (1) of the Final Rules of Procedure of the Tribunal, the Claimant and Respondent, hereby jointly submit the Settlement Agreement to the Tribunal and request the Tribunal to issue an Award on agreed terms which will record and give effect to the settlement.

Claimant

On behalf of

Robert Eads

Manager Division Credit

Respondent

On behalf of

Mohsen Shahverdi

Zam Zam Bottling Company

CLAIMS TRIBUNAL ایران و ایالات متحده	
ثبت شد - FILED	
Date	9 APR 1985 تاریخ
	۱۳۶۴ / ۱ / ۲۰
No.	299 شماره

IN THE NAME OF ALLAH THE MOST BENEVOLENT AND MERCIFUL

SETTLEMENT AGREEMENT

This Settlement Agreement is made between Geo. J. Meyer the Claimant in Case 299, before the Iran-United States Claims Tribunal (hereinafter "Claimant"), on the one hand, and Zam Zam Bottling Company (hereinafter "Respondent").

Claimant has filed a Statement of Claim with the Iran-United States Claims Tribunal in said Case 299 against Respondent.

Claimant and Respondent wish to provide for the complete and final settlement of all claims which they may have against each other.

Accordingly, Claimant and Respondent hereby agree as follows:

Article One:

Claimant and Respondent agree to submit a joint request to the Iran-United States Claims Tribunal to record this Settlement of Accounts Agreement as an Arbitral Award on agreed terms. Such joint request shall be in the form of the attachment hereto.

Article Two:

- (i) Claimant shall be paid the sum of two hundred twenty five thousands United States Dollars (U. S. Dollars 225.000,-) as

payment in full of and in settlement of the above mentioned claims.

- (ii) It is agreed that 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 19th January, 1981.

Article Three:

Upon payment of the above-mentioned sum, such claims and other claimed amounts shall be deemed to be paid in full, and Claimant shall release and forever discharge Respondent named in the Statement of Claim Case 299, and their successors and assigns from any and all claims which Claimant may have, whether existing on the effective date of this Settlement or which may therefore arise, based on events occurring prior to the effective date of this Settlement Agreement, including, without limitation, all claims in said Case 299.

Article Four:

Upon payment of the above-mentioned sum, Respondent shall release and forever discharge Claimant, and its successors and assign from any and all claims which Respondent may have, whether existing on the effective date of this Settlement Agreement or which may thereafter arise, based on events occurring prior to the effective date of this Settlement Agreement, including, without limitation, in said Case 299.

Article Five:

The releases contained in Articles Three and Four and the waivers in Article seven are self-executing upon the payment

to Claimant of the sum set forth in Article Two. No further document, therefore, need to be executed in those cases.

Article Six:

Upon payment of the above mentioned sum, Claimant and Respondent shall waive all claims for costs (including Attorneys' fees) which they may have in connection with said Case 299, including all such costs arising out of the preparation, arbitration, prosecution or defense of the claims in the said Case 299.

Article Seven:

The representative of the parties hereto expressly declare that they are duly empowered to sign this Settlement Agreement and their signatures will commit their respective principals to fulfillment of their obligations hereunder and make effective the provisions hereof without any limitations except as set forth herein.

Article Eight:

This Agreement shall not be effective until signed by both parties.

Article Nine:

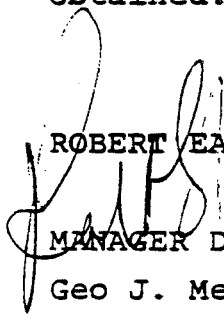
It is understood that this Settlement Agreement is made in a spirit of private settlement of accounts and that Claimant and Respondent shall not use, or permit any third party to use, this Settlement Agreement in the prosecution or defense of any other case before the Iran-United States Claims Tribunal.

Article Ten:

Claimant agrees that it will return to Respondent or to the Agent of the Islamic Republic of Iran within sixty (60) days of receipt of the sum stated in Article Two all drafts related to Case 299 and in its possession or control.

Article Eleven:

Zam Zam shall pay to "Bank Markazi Iran" the Rial equivalent of the Settlement Amount and will obtain Bank Markazi's approval for the payment thereof to be made to "Geo. J. Meyer" of the Security Account. Submission of this "Settlement" by Zam Zam to the Tribunal means that such approval has been obtained.

 ROBERT EADS

MANAGER DIVISION CREDIT

Geo J. Meyer

Manufacturing, Division
of Figgie International

 MOHSEN SHAHVERDI

FINANCIAL MANAGER

ZAM ZAM BOTTLING COMPANY;

DATE: 17th September 1984

DATE: 17th September 1984.