

ORIGINAL DOCUMENTS IN SAFE

Case No. 360

Date of filing: 21 SEP 84

** AWARD - Type of Award Agreed terms
 - Date of Award 21 SEP 84
7 pages in English 2 exhibits _____ 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

Case No. 360

Special Chamber

Award No. 149-360-SC

GENERAL ELECTRIC COMPANY,
on behalf of its
MOBILE COMMUNICATIONS BUSINESS
DIVISION,

Claimant,

and

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	۱۳۶۳ / ۶ / ۲۰ 21 SEP 1984
No.	360

AWARD ON AGREED TERMS

DUPLICATE
ORIGINAL
نسخه برابر اصل

Claimant GENERAL ELECTRIC COMPANY on behalf of its MOBILE COMMUNICATIONS BUSINESS DIVISION (MCBD) filed with the Tribunal on 18 January 1982 a Statement of Claim against the Respondent THE ISLAMIC REPUBLIC OF IRAN.

The Government of the Islamic Republic of Iran, the National Defense Industries Organization of the Ministry of National Defense of the Islamic Government of Iran and Iran Electronic Industries (IEI) filed Statements of Defense and Counter-claim on 20 September 1982.

The Pre-hearing Conference in this case was held on 17 April 1984. On 29 June 1984 a Joint Request for Arbitral Award on Agreed Terms with an attached Settlement Agreement Document (hereinafter to be referred to as "Settlement Agreement"), and certain documents and Appendices were filed. The Joint Request was signed by the representative of the General Electric Company, and by the representative of IEI and also by the Agent of the Islamic Republic of Iran. The Settlement Agreement was signed by the representative of General Electric Company through MCBD, and by the representative of the Defense Industries Organization through IEI. Included among the attached documents were two telexes between Claimant and Respondents, dated 10 and 11 June 1984, constituting an Addendum modifying certain provisions of the Settlement Agreement, as well as a telex dated 13 August 1984 sent by IEI confirming that the telex of 11 June 1984 constitutes an addendum to the 18 April 1984 Settlement Agreement.

By Presidential Order No. 29 of 19 September 1984, this case was transferred to the Special Chamber.

Article 1 of the Settlement Agreement states that the submission of the Settlement Agreement to the Tribunal shall constitute ratification of that Agreement by the appropriate authorities of the Islamic Republic of Iran.

Article 2 of the Settlement Agreement provides, inter alia, that in accordance with the provisions of Article 4, IEI shall make payment to MCB D of the amount of ONE MILLION ONE HUNDRED TWENTY FIVE THOUSAND U.S. Dollars (US \$ 1,125,000) (hereinafter referred to as the "Full Amount"), in return for the termination of MCB D's claims and the shipment by MCB D to IEI of the inventory of materials and products ordered by IEI and currently held by MCB D as listed in Appendix A of the Settlement Agreement (hereinafter referred to as "Goods").

The above-mentioned Full Amount is divided into two payments:

- (1) THREE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED THIRTY SEVEN US DOLLARS (US \$324,437) (hereinafter referred to as "Payment No. 1") represent a compromise of all claims and counter-claims, other than those for the Goods, raised by MCB D against IEI, and

- (2) EIGHT HUNDRED THOUSAND FIVE HUNDRED SIXTY THREE US DOLLARS (US \$800,563) (hereinafter referred to as "Payment No. 2") represent the Goods.

Article 3 of the Settlement Agreement, as modified by the Addendum, provides, inter alia, that:

[U]pon receipt by MCB D of Payment No. 1 under Article 4 but prior to receipt by MCB D of Payment No. 2 under Article 4, the claim stated in the First Claim (paragraphs 7 through 18, inclusive, and 32(a) of the Statement of Claim filed by General Electric on January 18, 1982, and all counterclaims related thereto, shall be extinguished in accordance with Article 9, and the Tribunal will retain jurisdiction over the parties' other claims and counterclaims.

Article 4 of the Settlement Agreement sets forth the method of payment as follows:

Article 4

A...

1. The Parties agree that the President of the Tribunal shall immediately direct the Central Bank of Algeria as escrow agent to promptly transfer to the account of MCB D the sum of U.S. Dollars Three Hundred Twenty-four Thousand Four Hundred Thirty-seven (USD \$324,437) (hereinafter referred to as Payment No. 1) which shall be sent to the Federal Reserve Bank of New York for the following account: Morgan Guaranty Trust Company, 299 Park Avenue, New York, N.Y. 10017 for Deposit Acct. No. 211-46-81, General Electric Company.
2. The Parties agree that the President of the Tribunal shall direct the Central Bank of Algeria as escrow agent to promptly transfer to the account of MCB D the sum of U.S. Dollars Eight Hundred Thousand Five Hundred Sixty-three (USD \$800,563) (hereinafter referred to as Payment No. 2) to the Federal Reserve Bank of New York for the account specified in sub-paragraph A(1) above, immediately after the documents listed in Appendix D to this Agreement Document have been filed with the Tribunal.

Article 4 of the Settlement Agreement further provides that the receipt by MCBBD of the Full Amount shall be deemed to have occurred only upon MCBBD's notifying the Tribunal and IEI that both Payment No. 1 and Payment No. 2 have been deposited in MCBBD's account. Article 4 further provides that the proceedings in Case No. 360 before the Tribunal shall be terminated only upon receipt by MCBBD of the Full Amount. However, in view of the terms of Article 3 of the Settlement Agreement, as modified by the Addendum, the Tribunal considers that the Parties have agreed to the termination of Claimant's First Claim (paragraphs 7 through 18 and 32(a) of the Statement of Claim) and all counterclaims related thereto upon MCBBD's notifying the Tribunal and IEI that Payment No. 1 has been deposited in MCBBD's account.

Article 9 of the Settlement Agreement provides, inter alia:

Upon fulfillment of the terms and conditions of this Agreement Document, the parties (for themselves and their affiliates, successors and assigns, including in the case of IEI all other Iranian governmental organizations) will hereby release and forever discharge each other, and their subsidiaries, affiliates, officers, directors and employees, from any and all claims, demands or causes of action, known or unknown, arising out of or in any way connected with contracts for land mobile communications products and related services between MCBBD and IEI, any work performed or materials furnished in connection with those contracts, and any and all obligations of the parties arising out of those contracts. It is understood and agreed that this Agreement Document and the foregoing release is specifically limited to claims, demands and causes of action arising out of contracts for land mobile communications products and related services between MCBBD and IEI.

Copies of the Joint Request, Settlement Agreement, Appendices and telexes constituting an addendum to the 18 April 1984 Settlement Agreement as well as the telex of 11 June 1984 are attached hereto.

The Tribunal finds that an Award on Agreed Terms may be issued upon the submissions before it, in accordance with

Article 34 of the Tribunal Rules and the standards applicable thereto.

Based on the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement as modified by the Addendum is hereby recorded as an Award on Agreed Terms binding on all the Parties.

Claimant's First Claim and all counterclaims related thereto terminate upon MCB'D's filing with the Tribunal of the notice specified in Article 4, paragraph B regarding the receipt of Payment No. 1. ~~All other claims and counterclaims terminate~~ in this case upon MCB'D's filing with the Tribunal the notice specified in Article 4, paragraph B regarding the receipt of Payment No. 2. Claimant shall provide the specified notices promptly upon receipt of such payments.

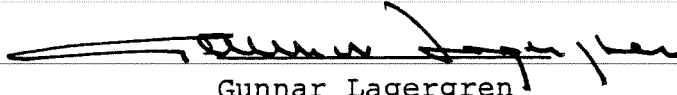
The Respondent shall pay THREE HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED THIRTY SEVEN US DOLLARS (US \$324,437) which obligation shall be satisfied by payment made out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.

This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent of the payment of US \$324,437 ("Payment No. 1").

The Tribunal will make a separate submission to the President for the purpose of notification of the payment of the remaining Eight Hundred Thousand Five Hundred Sixty Three US Dollars ("Payment No. 2") out of the Security Account 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

21 September 1984

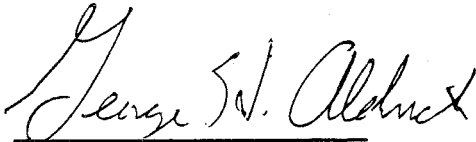


Gunnar Lagergren

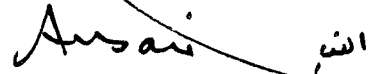
Chairman

Special Chamber

In the name of God



George H. Aldrich



Parviz Ansari Moin

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

IRAN UNITED STATES CLAIMS TRIBUNAL	دانشگاه داری و داری ایران-ایالات متحده
FILED - ثبت شد	
Date	۱۳۶۲ / ۴ / ۸
29 JUN 1984	
No.	360
شماره ۳۶۰	

GENERAL ELECTRIC COMPANY
on behalf of its
MOBILE COMMUNICATIONS BUSINESS
DIVISION,

Claimant,

v.

THE ISLAMIC REPUBLIC OF IRAN,

Respondent

Claim No. 360
Chamber No. 3

JOINT REQUEST FOR AN ARBITRAL
AWARD ON AGREED TERMS

1. In its Statement of Claim in this case, filed January 18, 1982, Claimant General Electric Company ("General Electric") on behalf of its Mobile Communications Business Division, sought compensation from the Respondent, including compensation for certain goods ordered by, but not delivered to, Iran Electronics Industries ("IEI").
2. In its Statement of Counterclaim, Respondent IEI sought compensation from Claimant.
3. As a result of negotiations between the Parties, General Electric and IEI have entered into a Settlement Agreement, dated April 18, 1984, a copy of which is annexed hereto.

4. In accordance with Article 34, paragraph 1, of the Tribunal's Rules, General Electric and IEI jointly request the Tribunal to issue an award on agreed terms that will record and give effect to the settlement.

5. General Electric and IEI further jointly request that the Tribunal provide in its award for subsequent notification for payment to Claimant as provided in Article 4 and Appendix D of the Agreement Document.

6. General Electric and IEI further jointly request that the Tribunal's award not operate to terminate proceedings in this case within the meaning of Article 32, paragraph 2, of the Tribunal's Rules until the notification of Payment No. 2 as described in Article 4 of the Agreement Document.

For the Claimant General Electric
Company

Chahardaji _____
For the Respondent
Iran Electronics Industries

in the name of _____
For the Islamic Republic of Iran
Mohammad K. Eshragh

UNITED STATES CLAIMS TRIBUNAL	
FILED - 1363	
Date	1984 / 4 / 1
29 JUN 1984	
No.	360

IN THE NAME OF GOD

SETTLEMENT AGREEMENT DOCUMENT

This Agreement Document is signed as of the 18th day
of April, 1984, corresponding to the 29th day of Farvardin,
1363, by and between:

- 1) Defense Industries Organization of the Ministry of National Defense of the Islamic Republic of Iran, through Iran Electronics Industries (hereinafter referred to as IEI) and
- 2) General Electric Company, a corporation incorporated under the laws of the State of New York, U.S.A., through its Mobile Communications Business Division which division is currently headquartered in Lynchburg, Virginia, U.S.A. (hereinafter referred to as MCBG).

WITNESSETH

WHEREAS, the Governments of the Islamic Republic of Iran and the United States of America, as stated in a certain Declaration of the Democratic and Popular Government of Algeria dated January 19, 1981 (hereinafter referred to as the Declaration) have agreed upon certain procedures and other terms and conditions for settlement of claims as specified in the Declaration.

WHEREAS, the parties hereto have mutually identified the issues of claims and counterclaims presented during the negotiations as being consistent with and subject to the definitions and other terms and conditions contained in the Declaration.

Now, therefore, in consideration of mutual covenants contained herein the parties hereto agree as follows:

Article 1

A prerequisite to the validity of this Agreement Document shall be the ratification by the appropriate authorities of the Islamic Republic of Iran and The Hague Tribunal. The submission of this Agreement Document to the Tribunal shall constitute ratification by the appropriate authorities of the Islamic Republic of Iran.

Article 2

IEI shall make payment to MCB, in accordance with the provisions of Article 4, of the amount of US Dollars One Million One Hundred Twenty-five Thousand (USD 1,125,000), (hereinafter referred to as the Full Amount) in return for the shipment by MCB to IEI, in accordance with the provisions of Article 4, of the inventory of materials and products previously ordered by IEI and currently held by MCB as listed in Appendix A of this Agreement Document (hereinafter referred to as the Goods), which Goods are the basis for and subject of some of MCB's claims and IEI's counterclaims before the Tribunal. It is understood that of this Full Amount, U.S. Dollars Eight Hundred Thousand Five Hundred Sixty-three (USD 800,563) represent the Goods, and U.S. Dollars Three Hundred Twenty-four Thousand Four Hundred Thirty-seven (USD 324,437) represents a compromise of all other presently due claims raised by MCB against IEI as set forth in Article 9. It

is the understanding of the Parties that the uncompromised claims and counterclaims of both MCBD and IEI as discussed in the negotiations resulting in this Agreement Document were greater than the Full Amount. Such Full Amount represents settlement to MCBD for all presently due claims raised by MCBD against IEI and the extinguishment of all counterclaims thereto, as set forth in Article 9. In the event payment to MCBD of the Full Amount is not made in accordance with the provisions of Article 4 of this Agreement Document, this Agreement Document and any other documents or discussions, written or oral, relating to this Agreement Document (except those documents and discussions that also relate to both parties' full uncompromised claims) shall not be admitted as evidence or for any other purpose on behalf of any parties, whatsoever, before the Tribunal or elsewhere.

Article 3

IEI shall obtain any and all necessary approvals from the appropriate authorities of the Islamic Republic of Iran for the payment of the Full Amount within sixty (60) days of the date this Agreement Document is signed by IEI and MCBD (which period may be extended by mutual written agreement of the Parties). Upon MCBD's receipt of the Full Amount in accordance with the provisions of Article 4 (Payment No. 2 of which shall follow the shipment of the Goods listed in Appendix A), but only upon such receipt, all claims and counterclaims of the parties against each other which may have been, or could have been, filed by the parties in any proper forum as of the date of signature of this Agreement shall be extinguished in accordance with Article 9.

Until receipt of the Full Amount in accordance with the provisions of Article 4, MCB D shall be entitled to proceed with its full uncompromised claims filed with the Tribunal and any other remedies permitted under applicable law and international agreements, and the Tribunal will retain jurisdiction over MCB D's claims against IEI and IEI's counterclaims against MCB D.

Article 4

- A. When IEI has obtained the necessary approvals from appropriate agencies and organizations of the Islamic Republic of Iran for final payment of the amounts recited in this Agreement Document, MCB D and IEI shall immediately file a Joint Request with the Tribunal requesting that the Tribunal (i) approve this Agreement Document and (ii) enter an Award based upon the terms of this Agreement Document. If the Tribunal enters this Award, the Full Amount shall be paid as follows:
1. The Parties agree that the President of the Tribunal shall immediately direct the Central Bank of Algeria as escrow agent to promptly transfer to the account of MCB D the sum of U.S. Dollars Three Hundred Twenty-four Thousand Four Hundred Thirty-seven (USD 324,437) (hereinafter referred to as Payment No. 1) which shall be sent to the Federal Reserve Bank of New York for the following account: Morgan Guaranty Trust Company, 299

Park Avenue, New York, N.Y. 10017 for Deposit Acct.
No. 211-46-81, General Electric Company.

2. The Parties agree that the President of the Tribunal shall direct the Central Bank of Algeria as escrow agent to promptly transfer to the account of MCBBD the sum of U.S. Dollars Eight Hundred Thousand Five Hundred Sixty-three (USD 800,563) (hereinafter referred to as Payment No. 2) to the Federal Reserve Bank of New York for the account specified in Sub-paragraph A(1) above, immediately after the documents listed in Appendix D to this Agreement Document have been filed with the Tribunal.

- B. Receipt by MCBBD of the Full Amount shall be deemed to have occurred only upon MCBBD's notifying the Tribunal and IEI that both Payment No. 1 and Payment No. 2 have been deposited in MCBBD's account designated in Sub-paragraph A(1) above. MCBBD agrees that it still shall consider the Full Amount as having been received despite the deduction by authorities of the U.S. Government of two percent (2%) from the Full Amount for administrative expenses. Proceedings in Case No. 360 before the Tribunal shall be terminated only upon receipt by MCBBD of the Full Amount. If for any reason the Tribunal fails or refuses to consider or entertain this Agreement Document when submitted by the Parties, or for any reason fails or refuses to render or confirm an Award for the Full Amount to MCBBD for payment out of the

escrow fund established pursuant to the Declaration, or if MCBBD does not receive such Full Amount in accordance with the provisions of this paragraph within six months of the entry of an award (which period may be extended by the written declaration of MCBBD to IEI, with notice to the Tribunal), then MCBBD shall be entitled to continue to prosecute its full, uncompromised claims and IEI agrees to withdraw this Agreement Document from the record before the Tribunal.

- C. Before the Tribunal directs the transfer of Payment No. 2, MCBBD will ship the Goods by air freight at MCBBD's risk and expense to a customs bonded warehouse (warehouse with customs control) in the transfer country. The transfer country shall be the United Kingdom or such other country as MCBBD and IEI shall agree in writing. MCBBD shall telex IEI at the time of such shipment that the Goods have been shipped, giving the name of the warehouse. On their arrival in the transfer country and no later than sixty (60) days after the receipt by MCBBD of Payment No. 1 (which period may be extended by mutual written agreement of the Parties) MCBBD shall by a telex to IEI tender the Goods to IEI at the customs bonded warehouse. Thereafter MCBBD shall deliver the Goods, available for export, to IEI in the transfer country to an international air carrier designated by IEI to MCBBD in writing (Iranair or other) at the door of the aircraft at which time title to the Goods and risk of loss shall pass to IEI. If, within twenty-one (21) days after the tender, IEI has not both designated a carrier and provided a flight that receives the Goods, then MCBBD may deposit the Goods in a

customs bonded warehouse in the transfer country and deliver to the Tribunal for IEI a negotiable warehouse receipt therefor in the name of IEI or endorsed in blank or to IEI. Under such conditions (certified as described in Appendix D), the delivery of the goods to such warehouse shall satisfy all requirements for delivery of the Goods.

- D. In lieu of any warranty whatsoever, MCBBD will replace CIF Tehran (per INCOTERMS, 1980) defective parts of the Goods identified by IEI by written notice to MCBBD within 120 days of the date of delivery of the Goods to IEI. Such replacement parts shall be shipped within sixty (60) days after receipt of such notice. MCBBD shall telex IEI at the time of such shipment that replacement parts have been shipped. It is understood that the cumulative sales price of all such replacement parts shall in no event exceed U.S. Dollars Eleven Thousand Two Hundred Twenty (USD 11,220), and MCBBD shall not be obligated to provide any additional replacement parts once the total sales prices of all replacement parts meets or exceeds such USD 11,220. MCBBD shall have no liabilities or obligations with respect to the Goods other than those set forth in this Article.

Article 5

Each Party shall bear its own legal, traveling and administrative costs incurred in connection with the negotiation and implementation of this Agreement Document.

Article 6

This Agreement Document has been executed in eight (8) copies in the Persian and English language of which each party has taken four (4) and the versions in both languages shall be considered equally authentic. The Agreement Document may be changed only in writing signed by duly authorized representatives of all parties hereto.

Article 7

The fully authorized representatives of each party signing this Agreement Document are those persons named in the documents attached as Appendices B and C.

Article 8

All notices and other correspondence relative to this Agreement Document shall be made in the English language by telex ~~and immediately confirmed by registered air mail letter~~ to the following addresses or such other address as any party has notified the other party of:

If To IEI:

IRAN ELECTRONICS INDUSTRIES
AGHADASSIEH, NIMROOZ BLVD.
TEHRAN, IRAN
TELEX 212199 IEI IR

If To MCB D:

MOBILE COMMUNICATIONS MARKETING DEPARTMENT
MOBILE COMMUNICATIONS BUSINESS DIVISION
GENERAL ELECTRIC COMPANY
MOUNTAIN VIEW ROAD
LYNCHBURG, VIRGINIA 24502
TELEX 829356 GEMRDINHL LURG

Article 9

Upon fulfillment of the terms and conditions of this Agreement Document, the parties (for themselves and their affiliates, successors and assigns, including in the case of IEI all other Iranian governmental organizations) will hereby release and forever discharge each other, and their subsidiaries, affiliates, officers, directors and employees, from any and all claims, demands or causes of action, known or unknown, arising out of or in any way connected with contracts for land mobile communications products and related services between MCB and IEI, any work performed or materials furnished in connection with those contracts, and any and all obligations of the parties arising out of those contracts. It is understood and agreed that this Agreement Document and the foregoing release is specifically limited to claims, demands and causes of action arising out of contracts for land mobile communications products and related services between MCB and IEI.

This Agreement Document contains the complete agreement between the parties, and no modification, amendment, rescission, waiver, or other change will be binding on either party unless assented to in writing and signed by the authorized representatives of both parties. Any oral or written representation not contained or referenced herein will not be binding on either party.

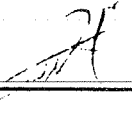
Article 10

In witness whereof, the parties have caused this Agreement Document to be signed by their authorized representatives.

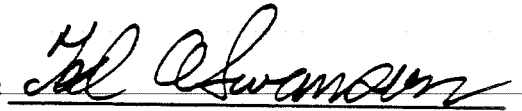
DEFENSE INDUSTRIES ORGANIZATION
through
IRAN ELECTRONICS INDUSTRIES

GENERAL ELECTRIC COMPANY
through
MOBILE COMMUNICATIONS BUSINESS
DIVISION

BY:

Chahandiz 

BY:

Tal Swanson 

APPENDIX A

TO

SETTLEMENT AGREEMENT DOCUMENT DATED

GENERAL ELECTRIC COMPANY

MOBILE COMMUNICATIONS BUSINESS DIVISION

SUMMARY OF INVENTORY

FOR

IRAN ELECTRONICS INDUSTRIES

<u>Description</u>	<u>No.</u>	<u>Qty.</u>	<u>Value</u>
Mobile	MX56KCS66A	34	USD 29,000
Station	DC56KAS66A	89	" 169,901
Hand Held Radio	PE56KDSDHX	19	" 21,779
Waterproof Control Head	VIKC2C7	113	" 29,832
Speaker-Microphone	19D4248667G43	3,981	" 288,782
Tone Generator	19A134360P3	240	" 57,348
Tone Detector	19B209593P1	9	" 26,584
Printer	DP500-CR51	5	" 7,370
Misc. Manufacturing Parts			" 117,594
	Sub-Total		" 748,190
	Insurance Pack and Freight		" 52,373
	Total		USD 800,563



Iran Electronics Industries Settlement of M.C.B.D. & Box 13-1300 Tehran

IN THE NAME OF GOD

بسمه تعالی

NO : 313/23/401-06/3-7

شماره: ۱۳۶۲/۱/۲۵-۱۳۶۲/۱/۲۵

DATD : 15 APRIL 1984

تاریخ: ۱۳۶۲/۱/۲۵

FROM : Iran Electronics Industries (IEI)

از : صنایع الکترونیک (صا)

TO : General Electric Co.

به : شرکت جنرال الکتریک

بخش بازرگانی مخابراتی سیار (MCBD)
(امسی بی دی)

SUBJECT: Letter of Authorization

موضوع: نامه معرفی و اختیار

This is to certify that

بدینوسیله گواهی میشود که آقای علی چهاردهی

Mr. Chahardehi is the representative

نماینده صاحبیت انجام مذاکره در خدمت

OF IEI to negotiate terms of the

موافقتنامه حل اختلاف فی مابین امسی بی دی و

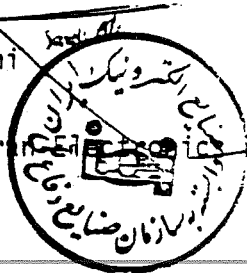
MCBD/IEI Settlement Agreement and sign

ما و امضاء موافقتنامه مذکور از طرف صاحبیت

the said Agreement on behalf of IEI.

M.J. Razeghi

Manager, Iran Electronics Industries



ال رازقی

معاون مدیر عامل

صنایع الکترونیک



POWER OF ATTORNEY

VALID UNTIL APRIL 30, 1984

Know all men by these presents that General Electric Company (herein called "GE"), a corporation duly organized and existing under and by virtue of the laws of the State of New York, United States of America, does hereby constitute and appoint Ted August Swanson as its true and lawful Attorney-in-Fact, hereby giving and granting unto him full power and authority in the name and on behalf of the Mobile Communications Business Division (MCBD) to do the following:

1. To enter into any discussion, negotiation or transaction, and to sign and execute on behalf of the Mobile Communications Business Division a Settlement Agreement, with Iran Electronics Industries (IEI) and, as appropriate, representatives of the Islamic Republic of Iran, to resolve claims connected with contracts between MCBD and IEI for land mobile communications products and related services;
2. And generally, to act as attorney or agent with full power and authority to do and perform all and every act and things whatsoever requisite and necessary to be done or which said attorney, in his judgment, deems advisable to be done in relation to the power granted above.
3. This Power of Attorney shall expire on April 30, 1984.

In witness whereof, General Electric Company has on this 12th day of April, 1984, caused this instrument to be signed by the proper representatives thereunto duly authorized.

GENERAL ELECTRIC COMPANY

By:

Walter E. Weyler 4/13/84
Walter E. Weyler
Vice President and General Manager
Mobile Communications Business Division
General Electric Company

Seal

STATE OF VIRGINIA)
CITY OF LYNCHBURG)
UNITED STATES OF AMERICA)

I hereby certify that on this day before me, Marilyn B. Johnson, an officer duly authorized in the state and city aforesaid to administer and certify oaths, personally appeared Walter E. Weyler, to me known to be the person described in the foregoing instrument as Vice President and General Manager, Mobile Communications Business Division of the General Electric Company being the corporation described in the foregoing instrument, and took an oath before me that he knows the seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal, that it was so affixed in my presence by authority of the Board of Directors, and that he executed in my presence said instrument as a Vice President and General Manager in the name of and on behalf of the Mobile Communications Business Division of said corporation by like authority.

Witness my hand and official seal in the city and state last aforesaid this 12th day of April 1984.

Marilyn B. Johnson
Marilyn B. Johnson
Notary Public

My Commission Expires December 7 1987

APPENDIX D
TERMS AND CONDITIONS OF PAYMENT NO. 2

The President of the Tribunal shall notify the escrow agent to pay the sum of U.S. dollars eight hundred thousand five hundred sixty-three (USD 800,563) to MCBBD upon receipt of the following documents:

Documents Required:

1. A certificate of the Societe Generale de Surveillance stating that: (1) unused Goods, which have been suitably preserved and warehoused, and not damaged, have been properly packed for shipment in accordance with international standards, and properly marked, labeled and sealed; (2) that the Goods are those listed, and in the quantities listed, in Appendix A to this Agreement Document; and (3) that the items in each container correspond to the accompanying packing list. In the event that one or more containers is opened for customs inspection, then, if IEI shall so request in writing, the Societe Generale de Surveillance may reinspect such container or containers.

2. Commercial invoice in triplicate and packing list in triplicate.

3. A certificate of the Societe Generale de Surveillance, stating either that:

(i) the Goods in their containers were delivered at the door of the flight designated by IEI under Article 4, Paragraph C, of this Agreement Document;
or

- (ii) MCBBD tendered the Goods for delivery and IEI failed to designate a carrier and provide a flight that receives the Goods within twenty-one (21) days after the Goods were so tendered and available for export from the United Kingdom (or another country agreed to by MCBBD and IEI in writing) and that the Goods were deposited in a customs bonded warehouse (warehouse with customs control) in such country, such certificate to be accompanied by a negotiable warehouse receipt in the name of IEI or properly endorsed in blank or to IEI.

Payment Order to:

Morgan Guaranty Trust Company
299 Park Avenue
New York, New York 10017
For Deposit Account No. 211-46-81
General Electric Company

Registry

دفتر دیوان

Memo

بیادداشت

To : Chairman and Members of Ch. 3

بہ : رئیس و اعضای شعبہ ۳

From: The Co-Registrars

از : مدیران مشترک دفتر

Re : Case No. 360

موضوع : پروندہ شمارہ ۳۶۰

Please find attached a copy of a
~~letter~~/telex received 13 August 1984
in above mentioned Case.

بہ پیوست نسخہ ای از ~~تلکس~~/تلکس
رسیدہ در تاریخ ۲۲ مردادماہ ۱۳۶۳
در پروندہ بالا را ارسال میدارد.

Filing of this ~~letter~~/telex will
be done upon arrival of the
Farsi version.

ثبت این ~~پیام~~/تلکس پس از رسیدن
نسخہ فارسی آن انجام خواهد شد.

cc: Chamber Clerk Ch 3
Agent of the Islamic Republic
of Iran
Agent of the United States of
America

رونوشت : منشی شعبہ ۳
: نماینده رابط جمهوری اسلامی
ایران
: نماینده رابط ایالات متحدہ
آمریکا

Date: 13 August 1984

تاریخ : ۲۲ مردادماہ ۱۳۶۳

رسیده در تاریخ
13 AUG 1984
RECEIVED
۱۳۴۲ / ۵ / ۲۲

84/170

09.21
34306 iust nl
212199 iei ir
34306 iust nl
212199 iei ir
' in the name of god'
aug. 13. 84

the iran/us claims tribunal
the Hague, Netherlands

chamber 3
case no: 360

pls be advised that iran electronics industries' (iei's) telex
reference t23-095, dated june 10, 1984, and general electric
company's telex reference tas-84-181, dated june 11, 1984,
constitute an addendum to the april 13, 1984 settlement agreement.

rgds
m.j.razeghi
manager
iran electronics industries
34306 iust nl
212199 iei ir....=

84/170