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AIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ

۹۸

ORIGINAL DOCUMENTS IN SAFE

Case No. 361

Date of filing: 23.7-86

** AWARD - Type of Award Agreed Terms

- Date of Award 23.7.86

5 pages in English

5 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

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** DISSENTING OPINION of _____

- Date _____

_____ pages in English

_____ pages in Farsi

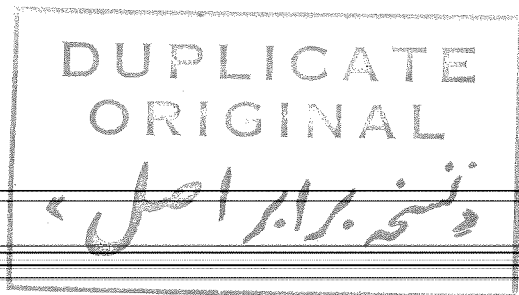
** OTHER; Nature of document: _____

- Date _____

_____ pages in English

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98



CASE NO. 361

CHAMBER ONE

AWARD NO. 241- 361-1

EDMUND PICKUP, JR.,
TRUSTEE IN BANKRUPTCY,

Claimant,

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	23 JUL 1986 ۱۳۶۵ / ۵ / ۱
	361

and

THE ISLAMIC REPUBLIC OF IRAN,
MINISTRY OF INDUSTRY AND MINES,
BANK MELLI,
BANK MELLAT,
SEAMOURGH COMPANY, INC.,
AMBROZI COMPANY, and
AGRICULTURAL DEVELOPMENT BANK OF IRAN,
Respondents.

AWARD ON AGREED TERMS

1. On 18 January 1982 EDMUND PICKUP, JR., TRUSTEE IN BANKRUPTCY ("Claimant") submitted its Statement of Claim on behalf of Barco Steel Corporation, American Builders & Technical Services, Inc., and John V. Barger & Company, Inc. against Respondents THE ISLAMIC REPUBLIC OF IRAN, MINISTRY OF INDUSTRY AND MINES, BANK MELLI, BANK MELLAT, SEAMOURGH COMPANY, INC., AMBROZI COMPANY and AGRICULTURAL DEVELOPMENT BANK OF IRAN. On 26 October 1982 and 1 November 1982 Respondents submitted Statements of Defence and Counterclaims.

2. On 10 June 1986 the Claimant and Seamourgh Company, Inc., Bank Mellat, Agricultural Development Bank of Iran and the Ministry of Industry and Mines submitted a "Joint Request for Arbitral Award on Agreed Terms" signed by the Agent of the Government of the Islamic Republic of Iran, the representatives of Seamourgh Company, Agricultural Bank of Iran, Bank Mellat and by the representative of Edmund Pickup Jr., Trustee in Bankruptcy. Attached thereto these Parties submitted a Settlement Agreement signed by the representatives of Seamourgh Company and Bank Keshavarsi (as successor to the Agricultural Development Bank of Iran), as well as the representative of the Claimant ("Settlement Agreement"). Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

3. The Settlement Agreement provides at Article 3, inter alia, that "[i]n full, complete and final settlement of all outstanding disputes, differences, claims and counterclaims, pertaining to and arising out of the transactions, events, and relationships related to Case No., 361, which are the scope and subject matter of this Settlement Agreement, and in consideration of the covenants, premises withdrawals, transferred equipments and other agreements contained herein, the sum of three hundred ninety-six thousand US Dollars (US \$396,000) shall be paid to the Claimant, (the 'Settlement Amount')."

4. The Settlement Agreement also provides, at Article 4(1), that "[p]ayment of the Settlement Amount to Claimant shall completely terminate the proceedings in Case No. 361 and shall constitute complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 361, subject only to the exception mentioned in Article 9 paragraph (2) below."

5. Article 9(2) of the Settlement Agreement provides, inter alia, "that Bank Mellat withdraw its counterclaim filed in the Case No. 361 and in particular, nothing in this Settlement Agreement shall terminate or affect in any way any legal rights that Bank Mellat has as a creditor of Claimant in . . . the United States District Court for the Western District of North Carolina or any other forum"

6. The Tribunal notes that the Joint Request, submitted and signed by, inter alia, the Agent of the Government of the Islamic Republic of Iran, represents that "Respondents," collectively described as Seamourgh Company, Bank Mellat, Agricultural Development Bank of Iran, and the Ministry of Industry and Mines, entered into the Settlement Agreement. The Tribunal deems the submission of the Joint Request and representations therein to constitute a binding acceptance and ratification of the Settlement Agreement by the signatories to the Joint Request, and also by the Ministry of Industry and Mines through the Agent of the Government of the Islamic Republic of Iran.

7. The Tribunal deems the provisions of Articles 3 and 4 of the Settlement Agreement, inter alia, to constitute Claimant's consent, as well as the acceptance of the Agent of the Government of the Islamic Republic of Iran, to the withdrawal and termination of Claimant's claims against Bank Melli and Ambrozi Company, neither of which has filed counterclaims.

8. In accordance with Article 34 of the Tribunal Rules and the standards applicable thereto, the Tribunal finds that an Award on Agreed Terms may be issued upon the submissions before it.

9. The present Case is assigned to Chamber Three. Pursuant to Presidential Order No. 49, however, the Joint Request for Arbitral Award on Agreed Terms is dealt with by Chamber One.

10. Based on the foregoing,

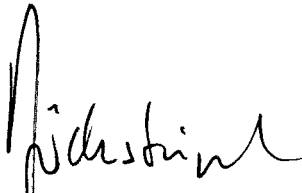
THE TRIBUNAL AWARDS AS FOLLOWS:

- a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding on EDMUND PICKUP, JR., TRUSTEE IN BANKRUPTCY, THE ISLAMIC REPUBLIC OF IRAN, SEAMOURGH COMPANY, INC., BANK MELLAT, AGRICULTURAL DEVELOPMENT BANK OF IRAN, and MINISTRY OF INDUSTRY AND MINES, which each are bound to fulfill the terms and conditions set forth in the Settlement Agreement.
- b) THE ISLAMIC REPUBLIC OF IRAN, SEAMOURGH COMPANY, INC., BANK MELLAT, AGRICULTURAL DEVELOPMENT BANK OF IRAN and MINISTRY OF INDUSTRY AND MINES are obligated to pay to EDMUND PICKUP, JR., TRUSTEE IN BANKRUPTCY the sum of Three Hundred Ninety-Six Thousand United States Dollars (U.S. \$396,000) (the "Settlement Amount"), 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.
- c) Within forty-five days after payment of the Settlement Amount out of the Security Account, EDMUND PICKUP, JR., TRUSTEE IN BANKRUPTCY shall submit to the Tribunal evidence of such payment, whereupon, effective as of the date of payment of the Settlement Amount out of the

Security Account, the counterclaim of Bank Mellat shall be deemed withdrawn from this Case, and all claims, counterclaims and proceedings in this Case shall be terminated.

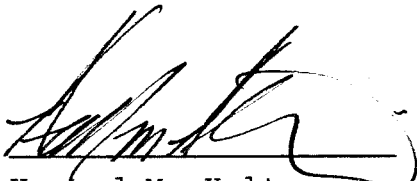
d) This Award is submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague
23 July 1986

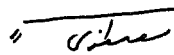


Karl-Heinz Böckstiegel
Chairman
Chamber One

In the name of God



Howard M. Holtzmann



Mohsen Mostafavi

IRAN UNITED STATES
CLAIMS TRIBUNAL
ثبت شد
Date 10 JUN 386
1365 / 2 / 20
No. 361

In the Name of God

97

Before
Iran-U.S. Claims Tribunal
The Hague

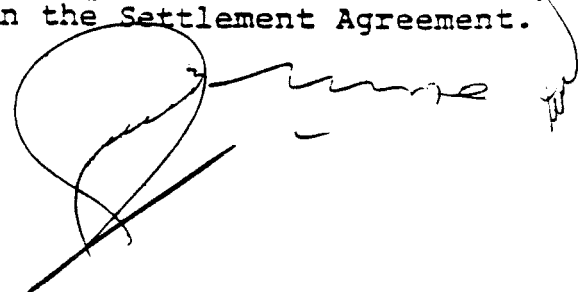
Claim No. 361

Chamber Three

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules of Procedure, Edmund Pickup, Jr. Trustee in Bankruptcy for Barco Steel Corporation, John V. Barger and Co. Inc. and American Builders and Technical Services Inc. for themselves and on behalf of their parents, affiliates and subsidiaries, whether or not named in the Statement of Claim No. 361 (hereinafter collectively called "the Claimant", and Seamorgh Company and its parents, affiliates and subsidiaries, Bank Mellat, Agricultural Development Bank of Iran, and the Ministry of Industry and Mines, (hereinafter collectively called "the Respondents"), jointly request that the Iran-U.S. Claims Tribunal ("the Tribunal") issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties.

On February 21, 1986 the Claimant and Respondents entered into a Settlement Agreement, a copy of which is attached hereto, providing that the Claimant will be paid the amount of three hundred ninety six thousand US Dollars (US\$396,000) (hereinafter the "Settlement Amount"), in complete, full and final settlement of all disputes, differences, claims and counterclaims now existing or capable of arising, between the Claimant and the Respondents and Iran, Iranian entities, instrumentalities and organizations in connection with Case No. 361 as provided in the Settlement Agreement.



The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, with payment to the Claimant to be made from the Security Account.

Respectfully submitted.

102.
Mohammad K. Eshragh

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

Date: 5/2/80

Seamorgh Company

By

Agricultural Bank of Iran

By

Bank Mellat

By V. Seif

Edmund Pickup Jr,

Trustee in Bankruptcy for
Barco Steel Corporation,
John V. Barger and Co. Inc.
and American Builders and
Technical Services Inc.

By John A. Westberg

Attorney of the Trustee in
Bankruptcy for Barco Steel
Corporation, John V. Barger
and Co., Inc. and American
Builders & Technical Services
Inc.

Date: _____

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و معاری ایران - ایالات متحده
ثبت شد - FILED	
Date	10 JUN 1986 ۱۳۶۵ / ۳ / ۲۰
No.	361

IN THE NAME OF GOD

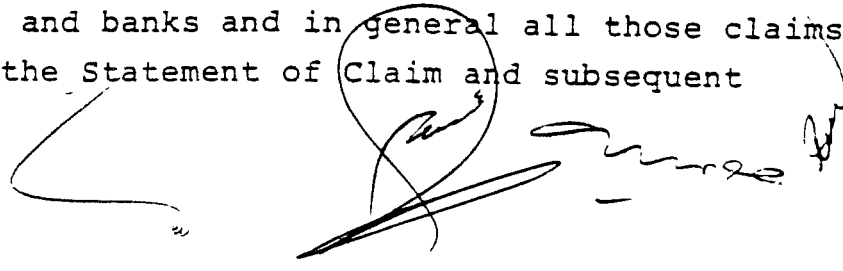
SETTLEMENT AGREEMENT

This Agreement is made this 21st day of February 1986 between the Claimants and Respondents in Case No. 361 before the Iran-United States Claims Tribunal ("Tribunal"), which case is hereinafter called "Case No. 361" and which parties include but are not limited to Edmund Pickup, Jr., Trustee in Bankruptcy for Barco Steel Corporation, and John V. Barger, Company Inc., and American Builders and Technical Services, Inc., (hereinafter collectively called "Claimant"), on the one hand, and Seamourgh Company (Private Joint Stock), Bank Keshavarzi as successor to the Agricultural Development Bank of Iran, (hereinafter collectively called "Respondent"), on the other hand.

WHEREAS, the Claimant has raised certain claims in connection with certain contracts, agreements or other relationships it had with Iran as contemplated in the Statement of Claim filed with the Tribunal under Case No. 361.

WHEREAS, Respondents in responding to the Statement of Claim, have filed their Statements of Defence and Counter-claims, and

WHEREAS, the Claimant and Respondents have conditionally agreed to settle all their claims and counterclaims, disputes, differences outstanding between them and against Respondents and Iran, Iranian entities, organizations, institutions, and banks and in general all those claims contained in the Statement of Claim and subsequent



submissions and the Statement of Defence and Counterclaims filed with the Tribunal in Case No. 361, and are the scope and subject matter of this Settlement Agreement, in the manner as contemplated herein.

Now, therefore, the Claimant and Respondents agree as follow:

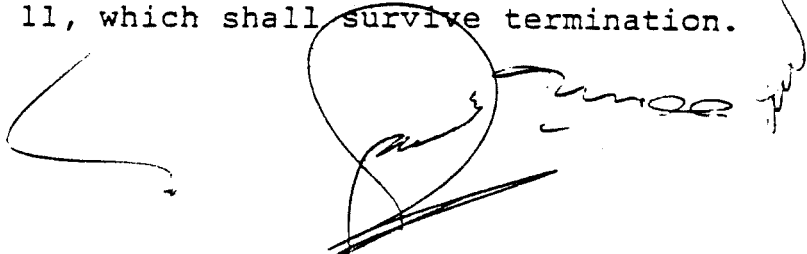
Article 1

The scope and subject matter of this Settlement Agreement is:

To settle and dismiss, forever, all disputes, differences, claims, counterclaims, and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to and subject matter of Case No. 361, against the Claimant and the Respondents and their parents, affiliate and subsidiary companies and/or against Iran, Iranian entities, organizations, institutions and instrumentalities whether or not named in the "Statement of Claim" with the exception only of bank Mellat's counter claim as stipulated in Article 9 paragraph 2 of this Settlement Agreement.

Article 2

Subject to Articles 10 and 11 below, the Claimant and Respondents agree to submit this Settlement Agreement to the Tribunal on or before May 22, 1986, to be recorded as an Arbitral Award on Agreed Terms. If this Settlement Agreement is not submitted by such date, or within such additional time as the Parties may agree in writing or by telex, and in accordance with the provisions of Article 11, this Agreement shall automatically terminate and no longer be effective except for the nondisclosure provisions of Article 11, which shall survive termination.



Article 3

In full, complete and final settlement of all outstanding disputes, differences, claims and counterclaims, pertaining to and arising out of the transactions, events, and relationships related to Case No., 361, which are the scope and subject matter of this Settlement Agreement, and in consideration of the covenants, premises withdrawals, transferred equipments and other agreements contained herein, the sum of three hundred ninety six thousand US Dollars (US\$ 396,000) shall be paid to the Claimant, ("The Settlement Amount").

The Claimant and Respondents agree that the Settlement Amount shall be paid to the Claimant 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 January 19, 1981.

Article 4

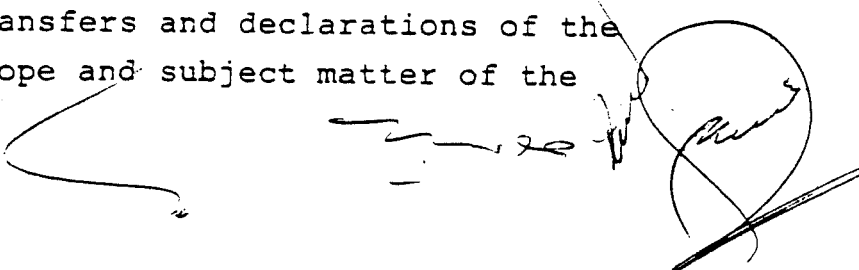
- (1) Payment of the Settlement Amount to Claimant shall completely terminate the proceedings in Case No. 361 and shall constitute complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 361, subject only to the exception mentioned in Article 9 paragraph (2) below.
- (2) Upon full and final payment of the Settlement Amount to Claimant, Respondents shall, for themselves and their agencies, instrumentalities, parents, subsidiaries and affiliates (and for the successors and assigns of themselves and their subsidiaries and affiliates) by this Agreement, release and forever discharge the Claimant and their subsidiaries, affiliates, directors, officers, and employees (and the successors and assigns of the Claimant and their subsidiaries, affiliates, directors, officers, and employees) from any and all

liability that they ever had, now have, or hereafter may have by reason of any past dealings, or that is capable of arising out of the contracts, transactions, or occurrences that are the subject of Case No. 361, subject only to the exception mentioned in Article 9 paragraph (2) below.

(3) Upon full and final payment of the Settlement Amount to Claimant, Claimant shall, for themselves and their parents, subsidiaries and affiliates (and for the successors and assigns of themselves and their subsidiaries and affiliates) by this Agreement release and forever discharge all Respondents in Case No. 361, whether or not named in this Settlement Agreement, and their agencies, instrumentalities, subsidiaries, parents and affiliates (and their successors and assigns, of the Respondents and their 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 No. 361.

Article 5

The Claimant shall indemnify and hold harmless Respondents their parents, subsidiaries, affiliates, assigns, transferees, successors, agents and their parent companies (the Indemnified Respondents) agencies, entities, organizations, instrumentalities and institutions against any claim which the Claimant, its subsidiaries, affiliates, assigns, transferees, successors, agents, its parent companies, and its parent's subsidiaries, affiliates, assigns, transferees, successors and agents or any third person may raise or take against the Respondents in connection with and under the same cause or causes of action contained in Case No. 361 and undertakings, waivers, transfers and declarations of the Claimant which are the scope and subject matter of the Settlement Agreement.



Article 6

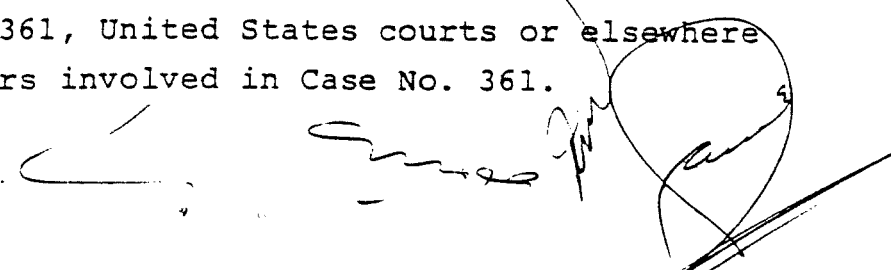
- (1) Respondents shall indemnify and hold harmless the Claimant, its subsidiaries, affiliates, assigns, transferees, successors, or agents, and parent companies, against any claim which Respondents, their subsidiaries, affiliates, assigns, transferees, successors, or agents or any third person may raise or take against the Claimant in connection with and under the same cause or causes of action contained in Case No. 361 including the Statements of Defence and Counterclaims, subject only to Article 9 paragraph 2 and Undertakings, waivers, transfers and declarations of Respondents which are the scope and subject matters of this Settlement Agreement.
- (2) In this Settlement Agreement the Claimant's dues, for Iranian tax, and Social Security Organization's premiums, and all other claims brought as counterclaim are taken into account.

Article 7

Upon full and final payment of the Settlement Amount to Claimant, the obligations, declarations, releases, waivers, withdrawals, dismissals, transfers of rights, interests, benefits, and titles in properties contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal no further documents need to be executed in implementing the provisions of this Agreement.

Article 8

Upon full and final payment of the Settlement Amount to Claimant, Claimant and Respondents shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution of defence of the claims or counterclaims asserted before the Iran-U.S. Claims Tribunal in Case No. 361, United States courts or elsewhere with respect to matters involved in Case No. 361.



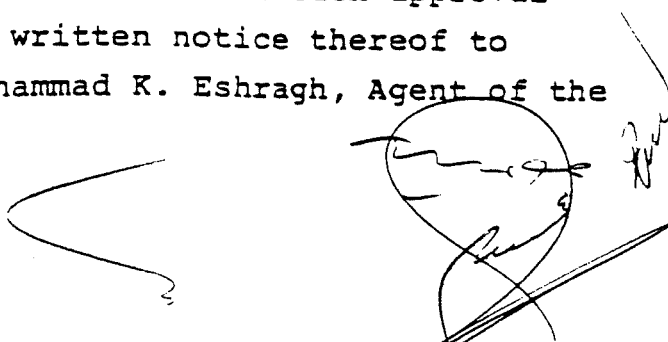
Article 9

- (1) This Settlement Agreement is for the sole purpose of settling Case No. 361. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument Respondents or the Islamic Republic of Iran, its agencies, instrumentalities, entities has raised, or may raise, concerning the jurisdiction or the merits of other cases whether before the tribunal or any other forum.
- (2) The claimant hereby agrees that Bank Mellat withdraw its counterclaim filed in the Case No. 361 and in particular, nothing in this Settlement Agreement shall terminate or affect in any way any legal rights that Bank Mellat has as a creditor of Claimant in the bankruptcy proceedings pending before the United States District Court for the Western District of North Carolina or any other forum or fora elsewhere.

Article 10

This Settlement Agreement shall not become effective and shall have no force and effect unless and until the approvals thereof required by each of the Claimant and Respondents to give it full force and effect in accordance with its terms have been obtained, and written notice thereof have been given, as provided below:

Upon the signing of this Settlement Agreement on behalf of Claimant and Respondents, Claimant shall submit this Settlement Agreement for the approval of the United States district Court for the Western District of North Carolina in accordance with its applicable rules in bankruptcy. Upon the issuance of such approval Claimant shall give written notice thereof to Respondent,s c/o Mohammad K. Eshragh, Agent of the

A large, stylized handwritten signature or scribble is present at the bottom right of the page, overlapping the text of the final paragraph. It appears to be a signature, possibly of the claimant or a representative, with a large loop and a long horizontal stroke.

Government of the Islamic Republic of Iran to the Tribunal in The Hague, Waldeck Pyrmontkade 872, which notice shall consist of the following:

- (a) a duly authenticated copy of the court orders evidencing the bankruptcies of Barco Steel Corporation, American Builders and Technical Services, Inc., and John V. Barger and Co. Inc.
- (b) a duly authenticated copy of the court order or orders evidencing the appointment of Edmund Pickup, Jr. as Trustee in bankruptcy for the three companies aforesaid.
- (c) a duly authenticated copy of the order of the bankruptcy court approving this Settlement Agreement.
- (d) power of attorney of John A. Westberg empowering him as legal representative of the Claimant to sign this Settlement Agreement.

Article 11

Unless the parties agree otherwise, if the approval and notice referred to in Article 10, above have not been given by Claimant on or before April 22, 1986, this Settlement Agreement shall be null and void. If the Settlement Agreement has not been approved and filed with the Tribunal by Respondents on or before the expiration of thirty (30) days or any other mutually agreed date after the date of the receipt of the notice referred to in Article 10, this Settlement Agreement shall be null and void. If this Settlement Agreement shall so become null and void, no party to this Settlement Agreement may rely upon, cite or reveal its terms, or any statements made in the course of the Settlement discussions.




The filing of this Settlement Agreement and Joint Request for Arbitral Award on Agreed Terms with the Tribunal shall constitute conclusive evidence that all approvals of either party required thereof have been obtained.

Article 12

For the purpose of construction and interpretation of the Settlement Agreement the entire agreement shall be read and construed as a whole without giving any specific effect to any article separately.

Article 13

The representatives of the Parties hereto hereby expressly declare that they are duly empowered to sign this Agreement.

Article 14

This Agreement (in four originals) has been written and signed in both languages of Farsi and English and each text shall have the same equal validity.

RESPONDENTS:

By

Representative of
Seamourgh Company

(Private Joint Stock)

CLAIMANT:

By

John A. Westberg
Legal Representative

Bank Keshavarsi

By

LAW OFFICES

WALD, HARKRADER & ROSS

1300 NINETEENTH STREET, N. W., WASHINGTON, D. C. 20036

(202) 828-1200

CABLE ADDRESS WALRUS TELEX (RCA) 248591 (WHR)

1101 SAN JACINTO TOWER
DALLAS, TEXAS 75201
(214) 754-0100
TELEX 730981 (WHRDALLAS)

30 ROCKEFELLER PLAZA
NEW YORK, NEW YORK 10112
(212) 315-4200
TELEX 427667 (ABACUS)

24 UPPER BROOK STREET
LONDON, W1Y 1PD
TEL 629-1076
TELEX (851) 886433 (WHRLOH)

John A. Westberg
202: 828-1486

April 10, 1986

C O N F I D E N T I A L

Mr. Mohammad K. Eshragh
Agent of the Government of
The Islamic Republic of Iran
to the Iran-U.S. Claims Tribunal
Waldeck Pyrmontkade 872
The Hague
THE NETHERLANDS

Re: Case No. 361, Edmund Pickup, Jr.,
Trustee v. Iran, Et Al.

Dear Mr. Eshragh:

Pursuant to Article 10 of the Settlement Agreement in the subject matter, dated February 21, 1986, this is to notify you that the approval of the Bankruptcy Court required therein has been obtained. Enclosed herewith are:

(a) A duly authenticated copy of the court orders evidencing the bankruptcies of Barco Steel Corporation, American Builders and Technical Services, Inc., and John V. Barger & Co., Inc.

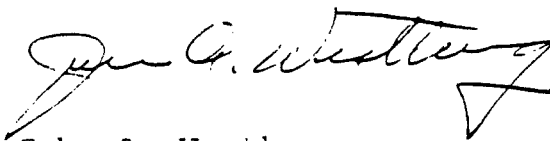
(b) A duly authenticated copy of the court orders evidencing the appointment of Edmund Pickup, Jr., as Trustee in Bankruptcy for the three companies aforesaid.

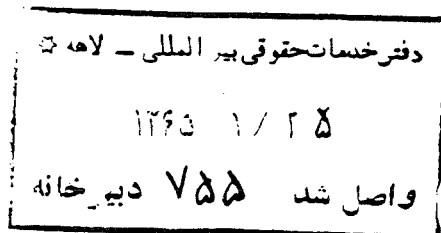
(c) A duly authenticated copy of the order of the Bankruptcy Court approving the said Settlement Agreement.

(d) The Power of Attorney of John A. Westberg empowering him as legal representative of the Claimant to sign the Settlement Agreement on the Claimant's behalf.

We request that you proceed with the processing of the Settlement Agreement as agreed.

Very truly yours,


John A. Westberg



Enclosures

United States Bankruptcy Court

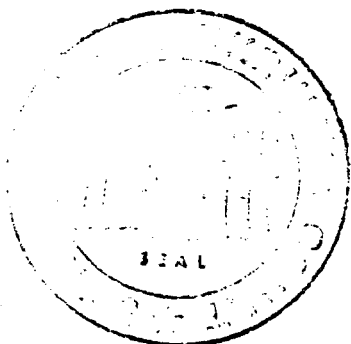
For the WESTERN District of NORTH CAROLIN

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court
in and for said District, do hereby certify that the attached copy of VOLUNTARY PETITION IN
BANKRUPTCY, which was filed on February 14, 1979,

in the case of Barco Steel Corporation, a North Carolina corporation

debtor, No. ST-B-79-00013 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Charlotte, North Carolina
in said District, this 18th day of March, 19 86



[Seal of the U.S. Bankruptcy Court]

Date of issuance: 3-18-86

MARY CATHERINE HOLCOMB

Clerk of Bankruptcy Court

Kevin McKee

Deputy Clerk

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

Bankruptcy No.: C-B-79-

51.5-79-13

IN THE MATTER OF:)

BARCO STEEL CORPORATION,
a North Carolina corporation,)

Bankrupt.)

VOLUNTARY PETITION FILED
STATESVILLE, N.C.

FEB 14 1979

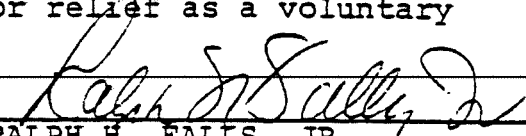
8:30 AM
U.S. DISTRICT COURT
WESTERN DISTRICT OF N.C.

1. Petitioner's mailing address is Post Office Box 81
Statesville, North Carolina, 28155.

2. Petitioner has resided within this district for the
preceeding six months.

3. Petitioner is qualified to file this Petition and is
entitled to the benefits of the Bankruptcy Act as a voluntary
bankrupt.

WHEREFORE, Petitioner prays for relief as a voluntary
bankrupt under the Act.


RALPH H. FALLS, JR.
Attorney for Petitioner

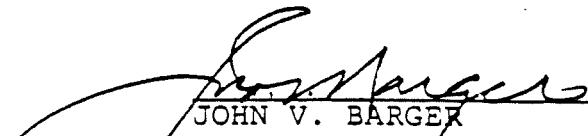
OF COUNSEL:

LINDSEY, SCHRIMSHER, ERWIN,
BERNHARDT AND HEWITT, P.A.
Attorneys at Law
P. O. Box 4549
1929 Randolph Road
Charlotte, North Carolina, 28204
Telephone: (704) 333-2141

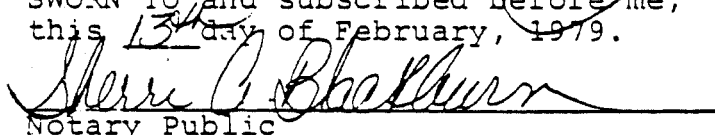
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, JOHN V. BARGER, the President of the Corporation named in
the foregoing Petition, do hereby swear that the statements contained
therein are true according to the best of my knowledge, information
and belief.


JOHN V. BARGER

SWORN TO and subscribed before me,
this 13th day of February, 1979.


Notary Public

My Commission Expires: January 31, 1983

United States Bankruptcy Court

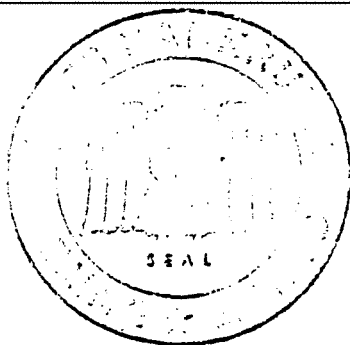
For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court
in and for said District, do hereby certify that the attached copy of VOLUNTARY PETITION IN
BANKRUPTCY, which was filed on February 14, 1979,

in the case of American Builders & Technical Services, Inc., a North Carolina
Corporation

debtor, No. ST-B-79-00015 has been compared with the original thereof and that it is a complete and
correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Charlotte, North Carolina
in said District, this 18th day of March, 19 86



[Seal of the U.S. Bankruptcy Court]

Date of issuance: 3-18-86

MARY CATHERINE HOLCOMB

Clerk of Bankruptcy Court

Kevin McKee
Deputy Clerk

United States Bankruptcy Court

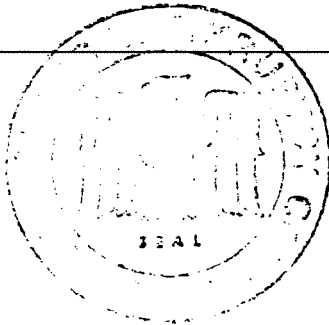
For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court
in and for said District, do hereby certify that the attached copy of VOLUNTARY PETITION IN
BANKRUPTCY, which was filed on February 14, 1979,

in the case of John V. Barger & Co., Inc., a North Carolina Corporation

debtor, No. ST-B-79-00016 has been compared with the original thereof and that it is a complete and
correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at CHARLOTTE, NORTH CAROLINA
in said District, this 18th day of March, 19 86



[Seal of the U.S. Bankruptcy Court]

Date of issuance: 3-18-86

MARY CATHERINE HOLCOMB

Clerk of Bankruptcy Court

Kevin McKee
Deputy Clerk

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

Bankruptcy No.: 91-15 C-B-79-

IN THE MATTER OF:)

AMERICAN BUILDERS & TECHNICAL)
SERVICES, INC., a North)
Carolina corporation,)
Bankrupt.)

FILED
STATESVILLE, N.C.

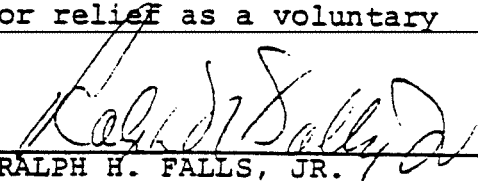
8:30 AM
U.S. DISTRICT COURT
WESTERN DISTRICT OF NC

1. Petitioner's mailing address is Post Office Box 949, Mooresville, North Carolina, 28115

2. Petitioner has resided within this district for the preceeding six months.

3. Petitioner is qualified to file this Petition and is entitled to the benefits of the Bankruptcy Act as a voluntary bankrupt.

WHEREFORE, Petitioner prays for relief as a voluntary bankrupt under the Act.


RALPH H. FALLS, JR.
Attorney for Petitioner

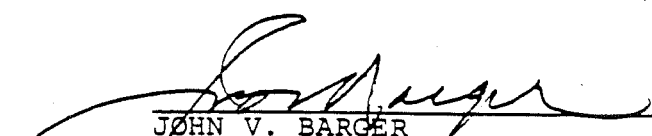
OF COUNSEL:

LINDSEY, SCHRIMSHER, ERWIN,
BERNHARDT AND HEWITT, P.A.
Attorneys at Law
P. O. Box 4549
1929 Randolph Road
Charlotte, North Carolina, 28204
Telephone: (704) 333-2141

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, JOHN V. BARGER, the President of the Corporation named in the foregoing Petition, do hereby swear that the statements contained therein are true according to the best of my knowledge, information and belief.


JOHN V. BARGER

SWORN TO and subscribed before me,
this 13th day of February, 1979.


Notary Public

My Commission Expires January 31, 1983

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

Bankruptcy No.: ~~C-B-79~~ 51-A-79-16

IN THE MATTER OF:

JOHN V. BARGER & CO., INC.,
a North Carolina corporation,
Bankrupt.

VOLUNTARY PETITION
STATESVILLE, N.C.

1. Petitioner's mailing address is Post Office Box 2700, Mooresville, North Carolina, 28115.

2. Petitioner has resided within this district for the preceeding six months.

3. Petitioner is qualified to file this Petition and is entitled to the benefits of the Bankruptcy Act as a voluntary bankrupt.

WHEREFORE, Petitioner prays for relief as a voluntary bankrupt under the Act.

Ralph H. Falls, Jr.
RALPH H. FALLS, JR.
Attorney for Petitioner

OF COUNSEL:

LINDSEY, SCHRIMSHER, ERWIN,
BERNHARDT AND HEWITT, P.A.
Attorneys at Law
P. O. Box 4549
1929 Randolph Road
Charlotte, North Carolina, 28204
Telephone: (704) 333-2141

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, JOHN V. BARGER, President of the Corporation named in the foregoing Petition, do hereby swear that the statements contained therein are true according to the best of my knowledge, information and belief.

John V. Barger
JOHN V. BARGER

SWORN TO and subscribed before me,
this 13th day of February, 1979.

Sherrill Blackman
Notary Public

My Commission Expires: January 31, 1983

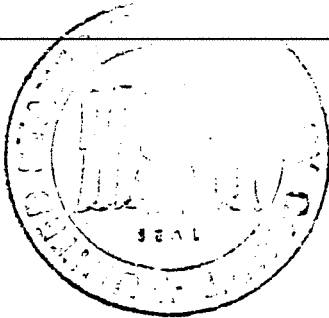
United States Bankruptcy Court

For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court
in and for said District, do hereby certify that the attached copy of ORDER FOR APPOINTMENT OF
A RECEIVER, EDMUND PICKUP filed on February 15, 1979.

in the case of John V. Barger & Co; Barco Steel Corp.; Builders Market, Inc.;
American Builders & Technical Services, Inc.; and John V. Barger & Co., Inc.
debtor, No. ST-B-79-12;13;14;15; & 16 has been compared with the original thereof and that it is a complete and
correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at CHARLOTTE, NORTH CAROLINA
in said District, this 18th day of March, 19 86



[Seal of the U.S. Bankruptcy Court]

Date of issuance: 3-18-86

MARY CATHERINE HOLCOMB

Clerk of Bankruptcy Court

Robin McKee
Deputy Clerk

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

FEB 15 1979

U. S. BANKRUPTCY OF
WESTERN DISTRICT OF

IN THE MATTER OF:

BANKRUPTCY NO. ST-B-79-12

JOHN V. BARGER & COMPANY,
a North Carolina proprietorship,
Bankrupt.

IN THE MATTER OF:

BANKRUPTCY NO. ST-B-79-13

BARCO STEEL CORPORATION,
a North Carolina corporation,
Bankrupt.

IN THE MATTER OF:

BANKRUPTCY NO. ST-B-79-14

BUILDERS MARKET, INC.,
a North Carolina corporation,
Bankrupt.

IN THE MATTER OF:

BANKRUPTCY NO. ST-B-79-15

AMERICAN BUILDERS & TECHNICAL
SERVICES, INC., a North
Carolina corporation,
Bankrupt.

IN THE MATTER OF:

BANKRUPTCY NO. ST-B-79-16

JOHN V. BARGER & CO., INC.,
a North Carolina corporation,
Bankrupt.

ORDER FOR APPOINTMENT
OF A RECEIVER

At Charlotte, North Carolina, on the 15th day of February, 1979, upon the Application of Ralph H. Falls, Jr., as Attorney for the aforesaid bankrupts, it appearing to this Court that there is good and sufficient reason and justification for the appointment of an interim receiver or trustee, and that the same is necessary for continued perfection of documents that are involved in the business of the aforesaid bankrupts and that the protection needs to be afforded to the said Estate, and NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Edmund Pickup is herewith appointed Temporary Trustee or Receiver to act in all matters and things relating to the aforesaid bankrupts.

At Charlotte, North Carolina, this 15th day of February, 1979.



MARVIN R. WOOTEN
UNITED STATES BANKRUPTCY JUDGE

United States Bankruptcy Court

For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court

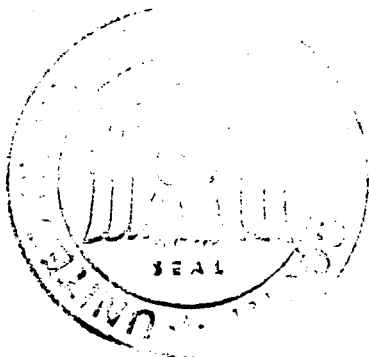
in and for said District, do hereby certify that the attached copy of NOTICE to Trustee of
Election or Appointment and of Time Fixed for Filing a Complaint
Objecting to Discharge of Bankrupt filed on April 11, 1979,

in the case of Barco Steel Corporation, a North Carolina Corporation

debtor, No. ST-B-79-00013 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Charlotte, North Carolina

in said District, this 18th day of March, 19 86



MARY CATHERINE HOLCOMB

Clerk of Bankruptcy Court

Robert M. Kee
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]

3-18-86

Date of issuance: _____

United States District Court

FILED
CHARLOTTE, N.C.

For the Western District of North Carolina

APR 11 1979

U. S. BANKRUPTCY OFFICE
WESTERN DISTRICT OF N.C.

In re

Barco Steel Corporation,
a North Carolina Corporation,

Bankruptcy No. ST-B-79-13

Bankrupt *

NOTICE TO TRUSTEE OF ELECTION OR APPOINTMENT AND
OF TIME FIXED FOR FILING A COMPLAINT
OBJECTING TO DISCHARGE OF BANKRUPT

To Edmund Pickup, Jr.

at Suite 101, 901 Elizabeth Ave., Charlotte, N.C. 28204

You are hereby notified of your election [or appointment] as trustee of the above-named bankrupt. The amount of your bond has been fixed at \$ to continue

You are required to notify the undersigned forthwith of your acceptance or rejection of the office.

You are further notified that June 11, 1979

has been fixed as the last day for the filing by you or any other party in interest of a complaint objecting to the discharge of the bankrupt.

Dated: April 11, 1979

Marvin R. Wooten

Bankruptcy Judge

By:

Johnsie W. Sanders
Johnsie W. Sanders, Chief Clerk

* Include all names used by bankrupt within last 6 years.

** State post office address.

United States Bankruptcy Court

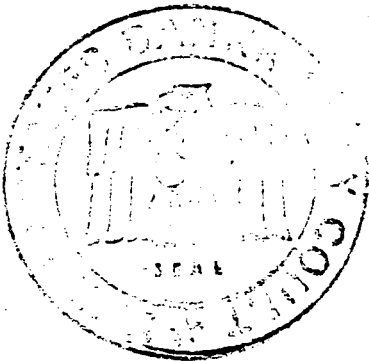
For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court
in and for said District, do hereby certify that the attached copy of Notice to Trustee of Election
or Appointment and of Time Fixed for Filing a Complaint Objecting to Discharge
of Bankrupt filed on April 11, 1979.

in the case of American Builders & Technical Services, Inc., a North Carolina
Corporation

debtor, No. ST-B-79-00015 has been compared with the original thereof and that it is a complete and
correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Charlotte, North Carolina
in said District, this 18th day of March, 19 86



[Seal of the U.S. Bankruptcy Court]

Date of issuance: 3-18-86

MARY CATHERINE HOLCOMB
Clerk of Bankruptcy Court

Lovin McKee
Deputy Clerk

United States District Court

FILED
CHARLOTTE, N. C.

For the Western District of North Carolina

APR 11 1979

In re

American Builders & Technical
Services, Inc., a North
Carolina Corporation,

U. S. BANKRUPTCY OFFICE
WESTERN DISTRICT OF N.C.

Bankruptcy No. ST-B-79-15

Bankrupt *

NOTICE TO TRUSTEE OF ELECTION OR APPOINTMENT AND OF TIME FIXED FOR FILING A COMPLAINT OBJECTING TO DISCHARGE OF BANKRUPT

To Edmund Pickup, Jr.

of ** Suite 101, 901 Elizabeth Ave. - Charlotte, N.C. 28204

You are hereby notified of your election [or appointment] as trustee of the above-named bankrupt. The amount of your bond has been fixed at \$ to continue

You are required to notify the undersigned forthwith of your acceptance or rejection of the office.

You are further notified that June 11, 1979

has been fixed as the last day for the filing by you or any other party in interest of a complaint objecting to the discharge of the bankrupt.

Dated: April 11, 1979

Marvin R. Wooten

Bankruptcy Judge

By: Johnsie W. Sanders

* Include all names used by bankrupt within last 6 years.
** State post office address.

United States Bankruptcy Court

For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb, Clerk of Bankruptcy Court

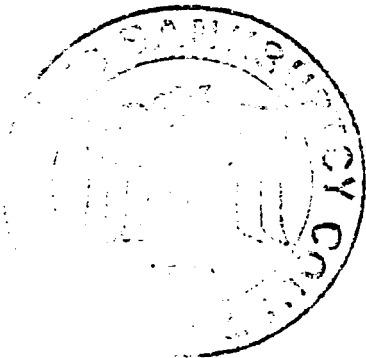
in and for said District, do hereby certify that the attached copy of Notice to Trustee of Election
or Appointment and of Time Fixed for Filing a Complaint Objecting to
Discharge of Bankrupt filed on April 11, 1979,

in the case of John V. Barger & Company, Inc., a North Carolina Corporation

debtor, No. ST-B-79-00016 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Charlotte, North Carolina

in said District, this 18th day of March, 19 86



MARY CATHERINE HOLCOMB

Clerk of Bankruptcy Court

Lowin McKee
Deputy Clerk

[Seal of the U.S. Bankruptcy Court]

3-18-86

Date of issuance: _____

United States District Court

FILED
CHARLOTTE, N. C.

For the Western District of North Carolina

APR 11 1979

In re

U. S. BANKRUPTCY OFFICE
WESTERN DISTRICT OF N.C.

John V. Barger & Co., Inc.,
a North Carolina Corporation,

Bankruptcy No. ST-B-79-16

Bankrupt *

NOTICE TO TRUSTEE OF ELECTION OR APPOINTMENT AND OF TIME FIXED FOR FILING A COMPLAINT OBJECTING TO DISCHARGE OF BANKRUPT

To Edmund Pickup, Jr.

of ** Suite 101 - 901 Elizabeth Ave. - Charlotte, N.C. 28204

You are hereby notified of your election [or appointment] as trustee of the estate of the above-named bankrupt. The amount of your bond has been fixed at \$ to continue

You are required to notify the undersigned forthwith of your acceptance or rejection of the office.

You are further notified that June 11, 1979

has been fixed as the last day for the filing by you or any other party in interest of a complaint objecting to the discharge of the bankrupt.

Dated: April 11, 1979

Marvin R. Wooten

Bankruptcy Judge

By:

Johnsie W. Sanders

Johnsie W. Sanders, Chief Clerk

* Include all names used by bankrupt within last 6 years.

** State post office address.

United States Bankruptcy Court

For the WESTERN District of NORTH CAROLINA

I, Mary Catherine Holcomb Clerk of Bankruptcy Court

in and for said District, do hereby certify that the attached copy of Order Approving
Settlement Agreement

in the case of John V. Barger & Co.; Barco Steel Corp.; Builders Market, Inc.;
American Builders & Technical Services, Inc.; and John V. Barger & Co., Inc.
debtor, No. ST-B-79-12; 13; 14; 15 & 16 has been compared with the original thereof and that it is a complete and
correct copy of such original as it appears of record and on file in my office.

In testimony whereof I have hereunto set my hand at Charlotte, NC

in said District, this 9th day of April, 19 86

Mary Catherine Holcomb
Clerk of Bankruptcy Court

Sarah T. Byrd
Deputy Clerk
Sarah T. Byrd

[Seal of the U.S. Bankruptcy Court]

Date of issuance: April 9, 1986

IN THE BANKRUPTCY COURT OF THE UNITED STATES,
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

ED

1986 APR -9 PM 4:16

IN THE MATTER OF:

JOHN V. BARGER & COMPANY,

Bankrupt.

Bankruptcy No. ST-B-79-12

BARCO STEEL CORPORATION,

Bankrupt.

Bankruptcy No. ST-B-79-13

BUILDERS MARKET, INC.,

Bankrupt.

Bankruptcy No. ST-B-79-14

AMERICAN BUILDERS & TECHNICAL

SERVICES, INC.,

Bankrupt.

Bankruptcy No. ST-B-79-15

JOHN V. BARGER & CO., INC.,

Bankrupt.

Bankruptcy No. ST-B-79-16

ORDER APPROVING SETTLEMENT AGREEMENT

THIS CAUSE coming on to be heard before the undersigned Judge of the United States Bankruptcy Court for the Western District of North Carolina, in open court on April 9, 1986, after adequate notice and hearing, upon the motion of the Trustee, Edmund Pickup, Jr., for the approval of a Settlement Agreement, the Court makes the following findings of fact:

1. In or about 1981, the Trustee filed a claim before the Iran-United States Claim Tribunal against the Islamic Republic of Iran and certain other Iranian respondents to recover compensation for breaches of contract and expropriation of property arising out of the involvement of three of the bankrupts — Barco Steel Corporation, American Builders & Technical Services, Inc., and John V. Barger & Company, Inc. — in certain construction projects in Iran. The Trustee's claim and certain counterclaims of the Iranian respondents are now pending in Case No. 361 before the Iran-United States Claims Tribunal.

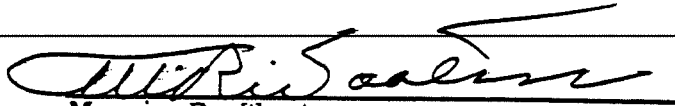
2. Subject to the approval of this Bankruptcy Court, a Settlement Agreement was made on February 21, 1986 between the Trustee and the Iranian respondents in Case No. 361, whereby the parties agreed to settle such controversy by the payment

of U.S. \$396,000 to the Trustee in full and final satisfaction of all claims and counterclaims, except that the Settlement Agreement states that it will not affect the legal rights that one of the respondents — Bank Mellat — has as a creditor of the bankrupts in this bankruptcy proceeding. A copy of the Settlement Agreement is attached to the Trustee's motion.

3. For the reasons stated in the Trustee's motion, it is in the best interest of these estates that such controversy be settled as proposed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Settlement Agreement made on February 21, 1986 between the Trustee and the Iranian respondents in Case No. 361 be, and it hereby is, approved.

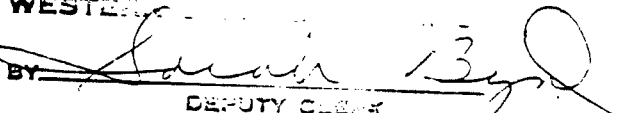
DATED this the 9th day of April 1986.


Marvin R. Wooten
United States Bankruptcy Judge

CERTIFIED TO
CORRECT

U. S. BANK
MARY C.

WESTERN

BY 
DEPUTY CLERK

DATE

4-9-86

(d)

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the 7 day of April 1986.

County of _____)
State of Wisconsin) SS:

Sworn to and signed before me this
7th day of ~~March~~^{April} 1986 in ~~Nashotah~~^{Oconomowoc},
Wisconsin, United States of America.

Donna B. Wager
Notary Public
State of Wisconsin

My Commission Expires: 8-22-88

