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Case No. 772

Date of filing: 17 DEC 84

** AWARD - Type of Award Agreed Terms
 - Date of Award 17 DEC 84
4 pages in English 4 pages in Farsi
& Exhibits

** DECISION - Date of Decision _____
 _____ pages in English _____ pages in Farsi

** CONCURRING OPINION of _____
 - Date _____
 _____ pages in English _____ pages in Farsi

** SEPARATE OPINION of _____
 - Date _____
 _____ pages in English _____ pages in Farsi

** DISSENTING OPINION of _____
 - Date _____
 _____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

 - Date _____
 _____ pages in English _____ pages in Farsi



Special Chamber

Award No. 152 -772-SC

ELECTRONIC DATA SYSTEMS CORPORATION,

Claimant,

and

THE GOVERNMENT OF IRAN, THE SOCIAL
SECURITY ORGANIZATION OF IRAN,
MINISTRY OF HEALTH AND SOCIAL WELFARE
OF THE GOVERNMENT OF IRAN,

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دیوان دآوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	17 DEC 1984 تاریخ
	۱۳۶۳ / ۹ / ۲۶
No.	772

AWARD ON AGREED TERMS

The Claimant, ELECTRONIC DATA SYSTEMS CORPORATION on its own behalf and on behalf of its subsidiaries (herein referred to as "Claimant") and the Respondents THE SOCIAL SECURITY ORGANISATION OF IRAN, an agency of the MINISTRY OF HEALTH OF THE ISLAMIC REPUBLIC OF IRAN, on its own behalf, THE MINISTRY OF HEALTH (formerly THE MINISTRY OF HEALTH AND SOCIAL WELFARE), THE MINISTRY OF FINANCE, BANK MELLAT (formerly BANK OMRAN), and for the GENERAL PUBLIC PROSECUTOR OF THE ISLAMIC REPUBLIC OF IRAN, (herein referred to as "Respondents") have entered into a Settlement Agreement with attached Appendix One and Two Annexes, signed by representatives of, on the one hand, Electronic Data Systems Corporation and on the other hand, of Social Security Organisation of Iran and dated 22 March 1983, resolving all matters in dispute between them, whereby it is agreed, inter alia, that the Claimant shall secure the release of funds attached in the United States, that the Respondents shall pay to the Claimant the amount of US\$ 7,100,409.20 and that the Claimant and Respondents shall withdraw and terminate all Claims and Counterclaims in connection with this Case.

An Appendix Two to the Settlement Agreement has been entered into, on 20 May 1983 signed by the same parties, whereby it is agreed, inter alia that Credit Suisse, London Branch be designated as Escrow Agent for the purpose of receiving and disbursing all the funds contemplated by the Settlement Agreement and by this Appendix.

On 1 June 1983, a Joint Request from the Parties was filed, signed by representatives of, on the one hand, Electronic Data Systems Corporation and on the other hand, of Social Security Organisation of Iran, for an Arbitral Award on Agreed Terms, to be rendered, recording and giving effect to the Settlement Agreement pursuant to Article 34(1) of the Tribunal Rules. The Settlement Agreement, its two Appendices and its two Annexes, together with the Joint Request are attached hereto.

By letters dated 7 July 1983 and 20 September 1984 respectively, the Agent of the United States of America and the Agent of the Islamic Republic of Iran stated that their Governments had no objection to the Agreement being recorded as an Award on Agreed Terms.

By Presidential Order No. 29 dated 19 September 1984, this Case was transferred to the Special Chamber for the purpose of dealing with the Settlement Agreement.

The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms of the Declaration of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981.

For the foregoing reasons,

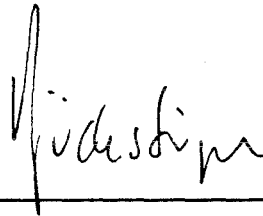
THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement, its two Appendices and its two Annexes filed with the Joint Request are hereby accepted and recorded as an Award on Agreed Terms, binding on both Parties. Consequently, the Respondent THE SOCIAL SECURITY ORGANISATION OF IRAN shall pay the Claimant ELECTRONIC DATA SYSTEMS CORPORATION the amount of Seven Million One Hundred Thousand Four Hundred and Nine Dollars and Twenty Cents (US \$ 7,100,409.20) which obligation shall be satisfied by payment out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of

the Democratic and Popular Republic of Algeria dated 19 January 1981. This payment shall be delivered from the Security Account to CREDIT SUISSE, LONDON BRANCH acting as Escrow Agent for the Parties, to be disbursed in accordance with the procedure provided in Appendix Two of the Settlement Agreement.

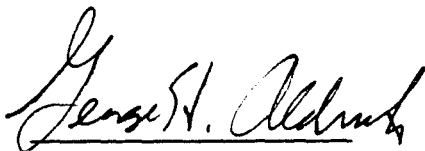
This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague,
17 December 1984

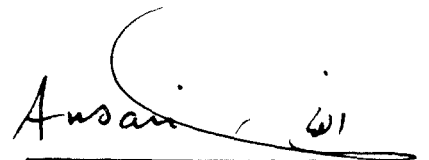


Karl-Heinz Böckstiegel
Chairman
Special Chamber

In the name of God,



George H. Aldrich



Parviz Ansari Moin

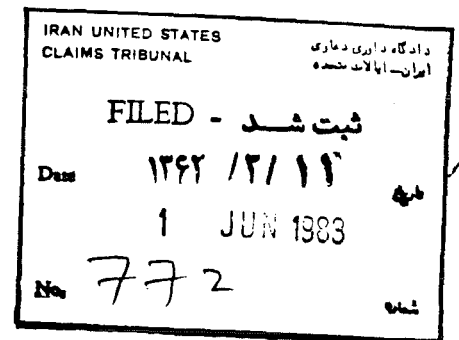
Case No: 772

Chamber: 2

Electronic Data Systems Corporation
Iran
Claimant

and

The Social Security Organization of Iran,
Ministry of Health and Social Welfare of
Iran and the Government of Iran
Respondents



Joint Request for
an Arbitral Award
on Agreed Terms

1. By its Statement of Claim filed in this case on January 19, 1982, the Claimant sought an Award of damages and other relief against Respondents.

2. Respondents have been granted an extension of time to file a Response to such Claim.

Thomas W. Luce

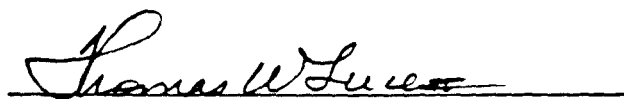
ابوالحسن

3. As a result of negotiations between the Parties, the Claimant and Respondents have entered into a Settlement Agreement a copy of which is annexed hereto, providing that Claimant shall be paid the amount of Seven Million One Hundred Thousand Four Hundred Nine Dollars and Twenty Cents (\$7,100,409.20) out of the security account, net of Income Taxes otherwise paid by Claimant, in complete and final settlement and release of all claims and counterclaims now existing or capable of arising in connection with the Contract between the Parties.

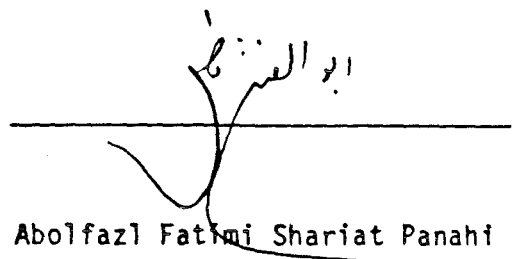
4. Pursuant to the terms of Article 34 (I) of the provisional Rules of the Tribunal, the Claimant and Respondent hereby jointly submit the Settlement Agreement to the Tribunal and request the Tribunal to issue an Award on Agreed Terms which will record and give effect to the Settlement.

For the Claimant

For the Respondents

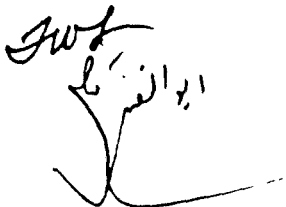


Thomas W. Luce (III)



Abolfazl Fatimi Shariat Panahi

Dated : May 20, 1983



۱۳۸۲/۲/۲۰

IN THE NAME OF GOD
SETTLEMENT AGREEMENT

1. This Settlement Agreement has been entered into between The Social Security Organization of Iran, an agency of the Ministry of Health of The Islamic Republic of Iran, by and on behalf of itself and for the limited purposes expressed herein, the Ministry of Health (formerly The Ministry of Health and Social Welfare), The Ministry of Finance, Bank Mellat (formerly Bank Omran), and for the General Public Prosecutor of The Islamic Republic of Iran (herein collectively referred to as "SSO"), and Electronic Data Systems Corporation and its wholly owned subsidiaries including Electronic Data Systems Corporation Iran (herein collectively referred to as "EDS").

2. The disputes between the parties relate to or arise from the Contract between The Social Security Organization of Iran and Electronic Data Systems Corporation Iran for the supplying of data processing services for The Social Security Organization of Iran and related organizations.

3. In connection with these disputes SSO and EDS have submitted claims to The Iran-United States Claims Tribunal (hereinafter referred to as the "Tribunal"). In addition, SSO and EDS have filed claims and suits in courts of their respective countries.

4. Both parties without any admission of wrong doing, desire to peacefully and quickly conclude all disputes between them. Accordingly, the parties have voluntarily and in good will decided and do hereby agree, that this Settlement Agreement, when fully implemented, shall constitute a full and final Settlement and release of all claims, of any kind, in any stage of proceeding, between the parties hereto, and their officers, directors and employees.

5. To implement Article 4 of this Agreement, upon the complete disbursement and receipt by each party of the funds herein contemplated:

(A) The Social Security Organization of Iran will; (i) dismiss and withdraw from the Tribunal case numbers A/6 and 772; (ii) on behalf of Bank Mellat (formerly Bank Omran), dismiss and withdraw from the Tribunal case number 579; and (iii) on behalf of The General Public Prosecutor of The Islamic Republic of Iran, dismiss and withdraw from the Tribunal case number 951.

(B) EDS will dismiss and withdraw case number 772, the only claim it has filed before the Tribunal.

Thomas W. Lucett

Case number A/15 will not be withdrawn because it is filed against The United States Government with regard to numerous other matters. However SSO agrees, after receipt and disbursement of the funds, that it will dismiss and withdraw only that portion of A/15 that requires The United States Government to release and forward the attached account to Iran and SSO further agrees it will not seek any damages with regard to the attachment, judgment or letter of credit (subject matter of case number 579 in the Tribunal) of EDS.

6. In connection with the disputes between the parties, funds have been attached under an Order dated June 13, 1979, of The United States District Court, S.D.N.Y. Civil Action No. 79 Civ. (C.L.B.) and such funds are now, and have been since the attachment was granted, held in custody of The United States Marshal in a certificate of deposit in Marine Midland Bank in New York. As of March 15, 1983, the original amount of the funds attached plus accrued interest totals \$ 26,847,979.40 (hereinafter referred to as "the attached funds"). The parties agree that the funds attached shall be disposed of in accordance with Appendix One and Appendix Two.

7. The parties hereto agree that all decisions regarding the disbursement or transfer of the funds contemplated by this Settlement Agreement, including the selection of a European bank and the role of the Tribunal, shall be governed by the provisions of Appendix Two.

8. Upon the complete disbursement and receipt by each party of the funds specified in Appendix Two:

(A) The Social Security Organization of Iran by and on behalf of itself and the Ministry of Health and related organizations and also as a representative of The General Public Prosecutor of The Islamic Republic of Iran in accordance with letter number 264 dated 1361, 18, 12, agrees to dismiss and withdraw its claims or cases, whether civil or criminal, against EDS its officers, directors and employees, including but not limited to Mr. Chiapparone and Mr. Gaylord and will dismiss, withdraw and forbear from filing in the future any new or additional claims or cases against EDS its officers, directors and employees.

(B) EDS agrees to dismiss and withdraw all its claims, whether civil or criminal, against SSO from any judicial body and agrees that it will not file any new claims in the future against SSO.

Thomas W. Luce

9. SSO will accept all responsibility for payment of the letter of credit issued on behalf of EDS to SSO and, on behalf of Bank Mellat (formerly Bank Omran), does hereby release EDS from any liability arising from such letter of credit and will dismiss and withdraw case number 579 filed in the Tribunal.

10. The funds paid to EDS as specified in Appendix One, Column (b), for services under the Contract between The Social Security Organization of Iran and Electronic Data Systems Corporation Iran shall be subject to income tax under the applicable laws of The Islamic Republic of Iran and such income tax shall be computed as provided in Annex A to this Agreement. Such Annex shall constitute a properly filed tax return under the laws of Iran.

SSO hereby agrees to sign and issue to EDS a tax receipt in the form specified in Annex B when the taxes computed in accordance with Annex A have been paid in full. SSO hereby agrees upon receipt of such taxes to pay this tax amount in full to The Ministry of Finance.

This tax payment when received by SSO will constitute the final EDS tax payment due to The Islamic Republic of Iran under the Contract between SSO and EDS and may not thereafter be questioned by either party.

11. Since the exact method of transfer of funds and insuring receipt of the agreed amounts to each party is the only subject between the parties which has not been resolved, SSO hereby fully authorizes the office of The Peace Committee of The Claims and International Legal Services of The Islamic Republic of Iran at The Hague to continue negotiations with EDS in this regard and after they have reached agreement with respect to Appendix Two, to sign such Appendix on behalf of SSO. The above referenced office is also the fully authorized representative of SSO with regard to the choice of a Bank pursuant to paragraph 7 of this Settlement Agreement and agreement and action upon all necessary arrangements with that Bank.

JWZ
The completion date of this Settlement Agreement shall be the date on which Appendix Two is signed. If Appendix Two has not been signed by April ³⁰~~20~~, 1983, all parts of this Settlement Agreement are null and void. In that event neither party may use or refer to this Settlement Agreement in any judicial or tribunal proceeding.

12. If for any reason the disbursement of funds contemplated by this Settlement Agreement has not taken place within sixty (60) days after the signing of Appendix Two, then this Settlement Agreement is not effective and it will be terminated in its entirety and will become null and void. In that event neither party may use or refer to this

Thomas W. Lucett

Settlement Agreement in any Tribunal or judicial proceeding and both parties will be restored to their respective positions and all claims, civil or criminal, shall remain as they were prior to the signing of this Settlement Agreement.

13. This Settlement Agreement and all paragraphs, annexes and appendices are one document and cannot be separated or referred to as separate documents and this entire Settlement Agreement is written in two languages, Farsi and English, and both versions are equally valid.

14. This Settlement Agreement consists of seventeen (17) paragraphs, two appendices and two annexes with Appendix Two being signed at a later date and Annex B (the tax receipt) being signed now to approve the wording and format with the actual signed original being submitted to The Peace Committee of The Claims and International Legal Services of The Islamic Republic of Iran at The Hague, for submission to the Bank Selected by the parties pursuant to paragraph 7 of this Agreement.

15. The Settlement Agreement is signed by Dr. Abolfazl Gharazi by and on behalf of The Social Security Organization of Iran, an agency of The Ministry of Health of The Islamic Republic of Iran, The Ministry of Health (formerly The Ministry of Health and Social Welfare), The Ministry of Finance, Bank Mellat (formerly Bank Omran) and for The General Public Prosecutor of The Islamic Republic of Iran and by Mr. Thomas W. Luce III, the fully authorized representative of Electronic Data Systems Corporation and its wholly owned subsidiaries.

16. The signatures of the above mentioned gentlemen are valid for the purposes expressed in the Agreement and where not otherwise authorized by law, the necessary documents of representation are attached.

17. Any contact regarding this Settlement should be addressed to:

A. SSO

Dr. Abolfazl Gharazi
Social Security Organization
453 Azadi Avenue
Tehran, Iran

B. EDS

c/o Thomas W. Luce III
Hughes and Hill
1000 Mercantile Dallas Building
Dallas, Texas 75201 U.S.A.

SWL
Dated : March ²²~~20~~, 1983, in The Hague, Netherlands.

Thomas W. Luce III
Thomas W. Luce III

Dr. Abolfazl Gharazi

APPENDIX ONE

DISPOSITION OF THE FUNDS

AS OF MARCH 15, 1983

- (a) \$10,302,979.40 of the attached funds shall be paid to SSO.
- (b) \$16,545,000.00 of the attached funds shall be paid to EDS for services under the Contract between EDS and SSO and such payment shall be subject to income tax under applicable law of The Islamic Republic of Iran which income tax shall be calculated as set forth in Annex A.

DISPOSITION OF FUNDS ACCRUING

AFTER MARCH 15, 1983

To the extent the attached funds accrue additional interest after March 15, 1983, the funds shall be disposed of as follows:

- (c) 73% to SSO
- (d) 27% to EDS



Thomas W. Luce III

Dr. Abolfazl Gharazi

ANNEX A

A.	Funds paid to EDS for services under the Contract (See (b) in Appendix One)	\$ 16,545,000.00
B.	Deduction allowed	\$ 668,000.00
C.	Income subject to tax	\$ 15,877,000.00
D.	Tax on first 50,000,000 rials of income (based on an exchange rate of 87.00 rials to one dollar)	\$ 263,218.39
E.	Tax on income in excess of 50,000,000 rials of income at the rate of 60%	\$ 9,181,372.41
F.	Total tax due	\$ 9,444,590.80
G.	Funds, net of tax, to be disbursed to EDS (Column A minus Column F)	\$ 7,100,409.20



Thomas W. Luce III

Dr. Abolfazl Gharazi

ENGLISH TRANSLATION OF THE ORIGINAL
TAX RECEIPT DELIVERED IN FARSI

To : Electronic Data Systems Organization Iran ("EDSCI")
Date :

For
The Social Security Organization of Iran, as authorized
by the laws of Iran, does hereby certify that the income
taxes under the laws of The Islamic Republic of Iran due
on the amount payable to EDS under the Settlement
Agreement of March ²²~~20~~, 1983, have been duly paid as
provided in said Agreement.

The Social Security Organization of Iran

Dr. Abolfazl Gharazi
Chairman of The Board of Directors
Managing Director and Deputy
Minister of Health and The Social
Security Organization of Iran

Approved as to form:

Thomas W. Luce III

Thomas W. Luce III

Dr. Abolfazl Gharazi

DESIGNATION OF AUTHORITY

Kingdom of the Netherlands
 Province of North Holland (Noord-Holland)
 City of Amsterdam
 Consulate General of the United States of America

I, Morton H. Meyerson, holder of United States Passport No. C 127733
 President of Electronic Data Systems Corporation and its wholly-owned
 subsidiaries including Electronic Data Systems Corporation Iran,
 pursuant to the power and authority vested in me by the By-Laws of
 such corporations and further pursuant to the express authority vested
 in me by the Board of Directors of such corporations, do hereby
 designate and appoint Thomas W. Luce III as my agent with full authority
 to agree upon and execute all documents necessary or advisable to
 effectuate a final disposition of all matters and disputes by and
 between Electronic Data Systems Corporation together with its wholly
 owned subsidiary Electronic Data Systems Corporation Iran and the
 Government of Iran and its governmental agencies including but not
 limited to the Social Security Organization of Iran.

WITNESS

Signed: [Signature]Signed: Morton H. Meyerson
MORTON H. MEYERSONTitle: Consul GeneralTitle: PresidentDate: 14th December 1982Date: 6 DEC 1982Signed: [Signature]
Thomas W. Luce IIIColonel
Army
[Signature]
32

Appendix Two

Pursuant to the Settlement Agreement between the parties dated March 22, 1983, of which this Appendix is an integral part, the parties hereby designate Credit Suisse, London Branch, as their escrow agent for the purpose of receiving and disbursing all the funds contemplated by the Settlement Agreement and this Appendix, in accordance with the instructions herein set forth. The bank so serving shall hereinafter be referred to as the "Escrow Agent".

1. The parties hereby agree that the amount specified in Column G of Annex A of the Settlement Agreement shall be paid out of the security account established pursuant to paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria dated January 19, 1981.

2. Promptly upon execution of this Appendix Two the parties will sign and file a Joint Request for an Arbitral Award on Agreed Terms.

3. The parties agree that the President of the Tribunal shall as soon as possible direct the Central Bank of Algeria to promptly transfer through its normal procedures the sum of \$7,100,409.20 from the security account to the Escrow Agent to be paid to EDS in accordance with the disbursement procedure provided herein. Such amount shall hereinafter be referred to as "the Settlement Fund".

Thomas W. Luce

أبو العز

4. The parties have further agreed on a disposition and disbursement of the Attached Funds with accrued interest referred to in paragraph 6 of the Settlement Agreement together with accrued interest on such Funds from March 15, 1983 until such Funds are received by the Escrow Agent in accordance with the instructions provided herein (such funds including all accrued interest are hereinafter referred to as "the Attached Account"). Accordingly, promptly upon execution of this Appendix EDS will file with the United States District Court for the Southern District of New York a Stipulation signed by both parties in the form attached hereto requesting the Court to enter an Order directing the United States Marshal to instruct and direct Marine Midland Bank to promptly transfer the Attached Account to the account of the parties with the Escrow Agent.

5. EDS agrees to undertake any additional steps necessary to secure the release and transfer of the Attached Account to the Escrow Agent. In that connection the authorized representative of SSO will instruct, by execution and delivery of the letter attached hereto, its attorney of record in the action to cooperate in securing the prompt release and transfer of the Attached Account in accordance with the provisions of this Appendix Two.

6. Promptly upon execution of this Appendix, SSO will deposit with the Escrow Agent:

- (a) a tax receipt in the form specified in Annex B to the Settlement Agreement, duly executed by SSO; and
- (b) a photocopy of the said tax receipt duly signed by the parties to this Appendix for identification purposes.

7. Upon receipt of either the Attached Account or the Settlement Fund, the Escrow Agent shall hold such amount in an interest bearing Escrow Account for the benefit of the parties until such time as disbursement shall be made in accordance with these instructions. Such Escrow Account will be styled

"Credit Suisse London re SSO and EDS - Escrow Account".

8. The Escrow Account will be maintained on a 2 days fixed deposit basis renewable every 2 business days until disbursement. The interest rate paid by the Escrow Agent on the Escrow account shall be in line with rates quoted in London Inter-Bank Market for two days' fixed Eurodollar deposits by prime banks of a like amount, and will be renewed on the same basis, together with interest thereon, every 2 Business days thereafter until disbursement.

9. Promptly upon receipt of both the Attached Account and the Settlement Fund the Escrow Agent shall disburse the funds exactly in accordance with the following instructions:

- (a) to SS0, care of any bank account designated by it, the sum of \$26,847,979.40 plus 73% of the accrued interest on the Attached Account from and after March 15, 1983, until the date of disbursement by the Escrow Agent plus 100% of all interest attributable to the Settlement Fund from date of receipt of the fund until the date of disbursement of the Settlement Fund to SS0.
- (b) to EDS, care of any bank account designated by it, the sum of \$6,958,401.02 plus 27% of the accrued interest on the Attached Account from and after March 15, 1983, until the date of disbursement by the Escrow Agent.

10. Notwithstanding the provisions of paragraph 9 of this Appendix :

- (a) if the Settlement Fund has not been received by the Escrow Agent on or before the second (2nd) day after receipt of the Attached Account, then on the next following Business Day the Escrow Agent shall proceed to disburse the Attached Account in accordance with the following instructions:

Thomas W. L...

Handwritten signature

- (i) to SSO, care of any bank account designated by it, the sum of \$19,747,570.20 plus 73% of the accrued interest on the Attached Account from and after March 15, 1983, until the date of disbursement by the Escrow Agent;
- (ii) to EDS, care of any bank account designated by it, the sum of \$7,100,409.20 plus 27% of the accrued interest on the Attached Account from and after March 15, 1983, until the date of disbursement by the Escrow Agent.
- (b) Thereafter when the Escrow Agent receives the Settlement Fund the amount received shall, pursuant to the endorsement of EDS hereby granted (without the necessity of any further action by EDS) be disbursed to SSO on the next following Business Day care of any bank account designated by it.
- (c) If, on the other hand, twenty five (25) days after receipt of the Settlement Fund by the Escrow Agent, the Attached Account has not been received by the Escrow Agent, then the Escrow Agent shall promptly return the Settlement Fund plus accrued interest through the same banking channels to the Federal Reserve Bank of New York and eventually the security account maintained by the Central Bank of the Netherlands. Upon the occurrence of this event the Escrow Agent shall notify both parties and the Tribunal of such event and the Escrow Agent's fee and expenses shall be borne by EDS and the Settlement Agreement will thereafter be considered null and void.

For the purpose of the Escrow Arrangement "Business Day" means a day on which transactions in United States Dollars are carried out in London and New York.

Thomas W. Lucette

Signature

11. As soon as the disbursement of the funds to SSO pursuant to paragraph 9(a) or 10(a) has been completed, the Escrow Agent shall deliver the tax receipt identified in paragraph 6(a) hereof to EDS.

12. Except as provided in Clause 10(b) the Escrow Agent's charge for this escrow arrangement, namely US\$45,000, shall be borne equally by SSO and EDS and such expense shall be deducted by the Escrow Agent from the first funds disbursed to the parties.

13. The parties to this Appendix agree that the provisions of this Appendix Two have substituted for the provisions of Appendix One in their entirety and thus Appendix One is no longer necessary. For this reason the signers of this Appendix Two hereby declare Appendix One null and void. Accordingly the Settlement Agreement shall now consist of seventeen (17) paragraphs, One Appendix, and Two (2) Annexes.

14. The parties to this Appendix further agree that the date by which this Appendix must be signed shall be May 20, 1983, notwithstanding the provisions of paragraph 11 of the Settlement Agreement because orally and by telex both parties agreed to extend such date to May 20, 1983, because of work and travel commitments of the authorized representative of the Peace Committee. In addition the parties to this Appendix agree that the provisions of paragraph 12 of the Settlement Agreement regarding the time limits for "disbursement of the funds" shall be interpreted to refer to the original disbursement of the Attached Account and the Settlement Fund to the Escrow Agent. Accordingly, the sixty (60) day termination provision of paragraph 12 of the Settlement Agreement shall not be applicable if the Escrow Agent has received the Attached Account or the Settlement Fund within sixty (60) days from the signing of this Appendix Two.

Thomas W. Lueck

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15. Every notice, request, demand or other communication under this Escrow Arrangement shall be in writing delivered personally or by first-class prepaid letter, telex or cable (confirmed in the case of a telex or cable by first-class prepaid letter sent within 24 hours of despatch). Every notice, request, demand or other communication shall, subject as otherwise provided hereby be deemed to have been received, in the case of a telex, at the time of despatch thereof (provided that if the date of despatch is not a business day in the country of the addressee it shall be deemed to have been received at the opening of business on the next such business day) in the case of a cable 24 hours after despatch and in the case of a letter when delivered personally or 7 days after it has been put into the post.

Every notice, request, demand or other communication under this Escrow Arrangement shall be sent:-

(1) to SSO at

453 Azadi Avenue

Tehran, Iran

Telex:

Attention: Dr. Abolfazl Gharazi

(2) to EDS at

1000 Mercantile Dallas Building

Dallas, Texas 75201, U.S.A.

Telex:

Attention: Thomas W. Luce III

(3) to the Tribunal at

Park Weg 13

The Hague, Netherlands

Telex:

Attention: The Registry re Case No. 772

with a copy of such communication being furnished to each party at

the same time.

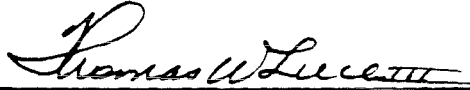
Thomas W. Luce III

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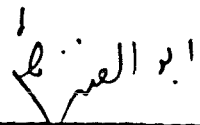
(4) to the Escrow Agent at
24 Bishopsgate
LONDON EC2N 4BQ
Telex: 887322
Attention : Vice President Loans Department

16. The terms SSO and EDS shall have the same meaning in this Appendix Two as defined in the Settlement Agreement.

17. Notwithstanding the provision of paragraph 11 of the Settlement Agreement this Appendix Two shall be signed by Mr. Fatimi as the authorized representative of SSO and Mr. Luce as the authorized representative of EDS.



EDS by its
authorized representative
Thomas W. Luce III



SSO
by its authorized representative
Abolfazl Fatimi Shariat Panahi

Dated : 20th May

1983

at London, England



Credit Suisse, London Branch
by these signatures agrees to
serve as the Escrow Agent of
the parties pursuant to the
instructions contained herein

STIPULATION AS TO DISMISSAL
AND RELATED RELIEF

With respect to the legal proceeding in the United States District Court for the Southern District of New York entitled Electronic Data Systems Corporation Iran vs. The Social Security Organization of Iran, et al., No. 79 Civil 1711 (CLB) hereinafter referred to as "the action" the parties to the action do hereby advise the Court:

1. The parties have entered into a Settlement Agreement in full and final settlement of all claims between them.
2. By an order of the Court dated June 13, 1979, certain funds have been attached in the action which are presently held by the United States Marshal and invested in a Certificate of Deposit at Marine Midland Bank.
3. The parties have agreed pursuant to a Settlement Agreement dated March 22, 1983 on a disposition and disbursement of the attached funds with accrued interest referred to in Paragraph 2. hereof.
4. The parties have designated Credit Suisse, London Branch to serve as escrow agent pursuant to Appendix Two of the Settlement Agreement to facilitate receipt and disbursement of the attached funds and to assure that each party receives its share of funds.
5. Therefore to resolve the differences between the parties it is the wish of the parties that the funds be promptly transferred by wire to the escrow account of the parties at Credit Suisse, London Branch. Accordingly the Court is requested to enter an order directing the United States Marshal to instruct and direct Marine Midland Bank to immediately transfer the attached funds, including all accrued interest, to said account.

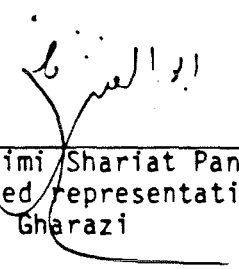
Thomas W. Lucas

ابراهيم النسي

6. The parties agree that when the disbursement of funds to each of them is finalized and complete the action will be dismissed and all claims and counterclaims withdrawn.

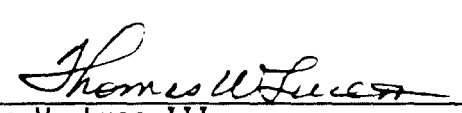
The Social Security Organization of Iran,
an agency of the Ministry of Health of The
Islamic Republic of Iran by and on behalf of
itself and for the limited purposes
expressed herein, the Ministry of Health
(formerly The Ministry of Health and Social
Welfare), The Ministry of Finance, Bank
Mellat (formerly Bank Omran) and for the
General Public Prosecutor of the Islamic
Republic of Iran

Signed By:


Abolfazl Fatimi Shariat Panahi
the designated representative of
Dr. Abolfazl Gharazi

Electronic Data Systems Corporation and its
wholly owned subsidiaries including
Electronic Data Systems Corporation Iran

Signed By:


Thomas W. Luce III





روبه سستين

Messrs Rabinowitz, Boudin, Standard,
Krinsky & Lieberman
New York, New York

Dear Mr Leonard B. Boudin:

Enclosed for your information are copies of the Settlement Agreement which are signed by Dr. Abolfazl Gharazi, and also Appendix 2 and Stipulation which is signed by me on behalf of SSC of Iran and for Electronic Data Systems (EDS) signed by Mr Thomas W. Luce III.

As you can see, the Agreement contemplates the prompt transfer to Credit Suisse, London Branch, as Escrow Agent of Iran's funds and all accrued interest which has been attached and held in custody by the United States Marshal in a Certificate of Deposit at Marine Midland Bank to execute Appendix 2 of Settlement Agreement.

EDS agreed to assume the primary responsibility and effort to secure the transfer of such funds; however, if your assistant requests prompt transfer of the funds, I respectfully request that you cooperate fully.

In reference to Settlement Agreement and Appendix 2, EDS will undertake all necessary steps. We ask that you provide assistance and cooperation only if that is necessary to ensure prompt transfer of such funds to Escrow Agent in execution of the Settlement Agreement.

Thanking you in advance for your assistance.

Yours very truly,

by

The designated representative
of Dr. Gharazi, Mr Abolfazl
Fatimi Shariat Panahi

Thomas W. Luce III

ابو الفاضل