

ORIGINAL DOCUMENTS IN SAFE

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Case No. 355

Date of filing: 24 NOV 87

\*\* AWARD - Type of Award on Agreed terms  
- Date of Award 24 NOV 87  
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 \_\_\_\_\_ pages in Farsi

\*\* DISSENTING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* OTHER; Nature of document: \_\_\_\_\_  
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- Date \_\_\_\_\_  
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DUPLICATE  
ORIGINAL  
نسخہ برابر اصل

CASE NO. 355  
CHAMBER THREE  
AWARD NO. 331-355-3

59

DISTRIBUTION INTERNATIONAL  
CORPORATION,  
MEDSPAN, INC., and  
STRICK LEASE, INC.,

Claimants,

and

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN,  
THE ISLAMIC REPUBLIC OF IRAN SHIPPING LINE, and  
THE MINISTRY OF ROADS AND TRANSPORT OF IRAN.

Respondents.

IRAN UNITED STATES  
CLAIMS TRIBUNAL

ثبت شد • FILED

24 NOV 1987 تاریخ  
۱۳۶۶ / ۹ / ۲

355 شماره

AWARD ON AGREED TERMS

1. DISTRIBUTION INTERNATIONAL CORPORATION ("Distribution International"), MEDSPAN, INC. ("Medspan") and STRICK LEASE, INC. ("Strick Lease") (collectively "the Claimants") submitted a Statement of Claim on 18 January 1982 against the Respondents THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN ("Iran"), THE ISLAMIC REPUBLIC OF IRAN SHIPPING LINE ("Iran-Shipping") and THE MINISTRY OF ROADS AND TRANSPORT OF IRAN ("Ministry") (collectively "the Respondents"). On 1 October 1982, the Respondents submitted their Statements of Defense.

2. On 21 September 1987 the Claimants, the Ministry and Iran-Shipping submitted a Joint Request for Arbitral Award on Agreed Terms ("the Joint Request"), signed by the Agent of the Government of the Islamic Republic of Iran and by the representatives of the Ministry and Iran-Shipping and the Claimants. Attached thereto was submitted a Settlement Agreement, signed by the Ministry, Iran Shipping and the Claimants. In the Joint Request the Tribunal was requested to record a Settlement Agreement as an Award on Agreed Terms. Copies of the Joint Request and Settlement Agreement are attached hereto and incorporated by reference.

3. In view of the representations made in the Joint Request, signed, inter alia, by the Agent of the Government of the Islamic Republic of Iran, the Tribunal deems the Joint Request to constitute a binding acceptance and ratification of the Settlement Agreement by Iran.

4. The Settlement Agreement provides in Article III that the sum of two hundred thousand U.S. Dollars (US\$200,000) ("the Settlement Amount") shall be paid to Claimants "[i]n full, complete and final settlement of all disputes, differences and claims arising out of the rights, interests, relationships, and occurrences related to and subject matters of the Statements of Claim and this Settlement Agreement, and in consideration of the covenants, premises, transfers, waivers, withdrawals, and other agreements contained herein."

5. The Settlement Agreement in Article IV further provides that, upon issuance of the Award on Agreed Terms, the Claimants and the Respondents shall, among other reciprocal obligations, dismiss, withdraw and terminate any judicial or administrative proceedings between them, including proceedings before this Tribunal "in connection with disputes, differences, claims and matters related to and subject matters of the Statement of Claim ...."

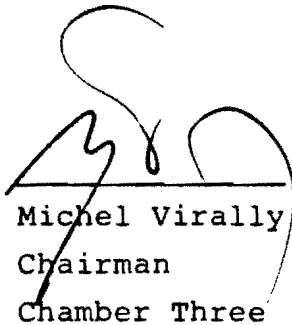
6. Pursuant to Article V of the Settlement Agreement, the Claimants undertake to "prepare and submit to the Tribunal, together with this Settlement Agreement, any and all ownership documents in their possession and a notorized [sic] and detailed bill of sale relinquishing all their rights or entitlements to those properties and transferring all their titles, rights, benefits and interests to the properties remained and left any where in Iran, including those in third parties' possession, to Iran."

7. The Tribunal notes that on 10 August 1987 the Claimants submitted to the Tribunal a) ownership documents pertaining to 36 flatbed trailers, and b) a Bill of Sale. On 11 September 1987 the Claimants, upon the request of the Respondents, submitted to the Tribunal a) a revised Bill of Sale, b) a Release executed by Medspan, c) a Release executed by Distribution International, d) a Release of Liens and Security Interests executed by First Pennsylvania Bank. The Claimants requested the Tribunal to destroy the original Bill of Sale submitted on 10 August 1987 and replace it with the Bill of Sale enclosed in their 11 September 1987 submission.

8. The Tribunal finds that the provisions of the Settlement Agreement and the Joint Request satisfy the conditions for the issuance of an Award on Agreed Terms in accordance with Article 34 of the Tribunal Rules and the standards applicable thereto. The Tribunal determines that an Award on Agreed Terms can be issued.

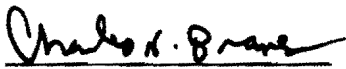
e) This Award on Agreed Terms is hereby submitted to the President for notification to the Escrow Agent.

Dated, The Hague,  
24 November 1987



Michel Virally  
Chairman  
Chamber Three

In the name of God



Charles N. Brower  
Charles N. Brower



Parviz Ansari Moin  
Parviz Ansari Moin

IN THE NAME OF GOD

Before  
Iran-U.S. Claims Tribunal  
The Hague

|                                       |   |
|---------------------------------------|---|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL | دادگاه داری و معاری<br>ایران-ایالات متحده |
| فیت شد - FILED                        |   |
| Date                                  | 21 SEP 1987<br>۱۳۶۶ / ۹ / ۲۱              |
| 355                                   |   |

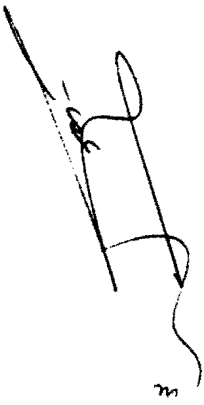
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Claim No. 355  
Chamber Three

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to the Article 34 of the Tribunal Rules of Procedure, Distribution International Corporation, a corporation organized and existing under the laws of the State of Delaware, USA, Medspan Inc, a U.S. corporation organized and existing under the laws of the State of New York, and Strick Lease Inc., a U.S. Corporation organized and existing under the laws of the State of Delaware, for themselves and their parents, affiliates and subsidiaries, whether or not named in the Statement of Claim No. 355 (hereinafter collectively called "Claimants"), and Ministry of Road and Transport of Iran and Islamic Republic of Iran Shipping Line (hereinafter collectively called "Respondents") jointly request the Iran-U.S. Claims Tribunal ("the Tribunal") to issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties.

On May 21, 1987 Claimants and Respondents entered into a Settlement Agreement, a copy of which is attached hereto, providing that Claimants will be paid the amount of two hundred thousand U.S. dollars (US\$200,000.00)



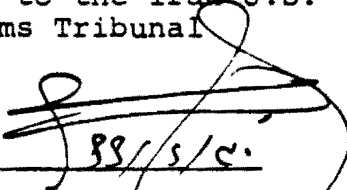
(hereinafter the "Settlement Amount"), in complete, full and final settlement of all disputes, differences, and claims now existing or capable of arising, between them and against the Government of the Islamic Republic of Iran, its political subdivisions, agencies, instrumentalities or controlled entities in connection with Case No.355 and which are subject matter of the Settlement Agreement.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, with payment to Distribution International Corporation, for itself and on behalf of Medspan Inc., and Strick Lease Inc. to be made from the Security Account.

Respectfully submitted,

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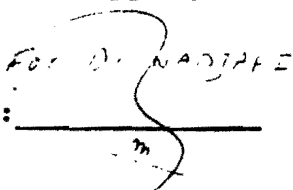
Mohammad K. Eshragh  
Agent of the Government  
of the Islamic Republic of  
Iran to the Iran-U.S.  
Claims Tribunal

  
SS/S/C.

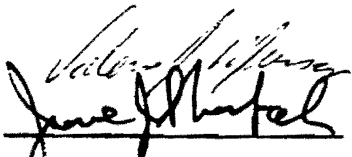
Ministry of Road and  
Transport of Iran

  
By: \_\_\_\_\_

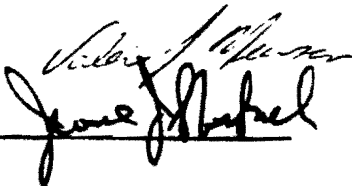
Islamic Republic of  
Iran Shipping Line

  
By: \_\_\_\_\_

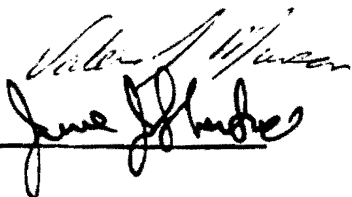
Distribution International  
Corporation

  
By: \_\_\_\_\_

Medspan Inc.

  
By: \_\_\_\_\_

Strick Lease Inc.

  
By: \_\_\_\_\_

IN THE NAME OF GOD

IRAN-U.S. CLAIMS TRIBUNAL

|                                       |                              |
|---------------------------------------|------------------------------|
| IRAN UNITED STATES<br>CLAIMS TRIBUNAL |                              |
| FILED - 3                             |                              |
| Date                                  | 21 SEP 1987<br>۱۳۶۶ / ۹ / ۲۰ |
| No.                                   | 355                          |

SETTLEMENT AGREEMENT OF CASE NO. 355 CHAMBER 3

*[Handwritten signature]*

This Settlement Agreement made this 21st day of May 1987 by and between (1) Ministry of Road and Transport of Iran and (2) Islamic Republic of Iran Shipping Line, hereinafter called "Respondents", on one part and (1) Distribution International Corporation, a U.S. corporation organized and existing under the laws of the State of Delaware, USA, and (2) Medspan, Inc. a U.S. corporation organized and existing under the laws of the State of New York, and (3) Strick Lease Inc., a U.S. corporation organized and existing under the laws of the State of Delaware, USA, hereinafter collectively called "Claimants", on the other part, which for the purpose of this Settlement Agreement represent themselves and their subsidiaries, parents and affiliates, whether or not named in the Statement of Claim and other documents filed by the Claimants in Case No.355, Chamber 3.

*[Handwritten signature]*

WHEREAS, Claimants have raised certain claims in the Statement of Claim and other submissions filed with the Iran-U.S. Claims Tribunal (hereinafter "the Tribunal"), under Case No.355 (hereinafter "the Statement of Claim") against Respondents and the Government of the Islamic Republic of Iran, its political subdivisions, agencies, instrumentalities, or controlled entities ("Iran").

WHEREAS, Respondents in responding to the Statement of Claim, have filed their Statements of Defence;

WHEREAS, the Parties (the Parties being defined as Claimants and Respondents) have agreed to settle all



their claims, disputes, differences outstanding or capable of arising between them and/or against Iran in all claims contained in the Statement of Claim and subsequent submissions under Case No. 355.

Now, therefore, in consideration of and under the conditions set forth herein, the Parties agree as follows;

ARTICLE 1

The scope and subject matter of this Settlement Agreement is:

(i) To settle, dismiss and terminate forever and with prejudice all disputes, differences, claims, and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and occurrences which have been the subject matter of the Statement of Claim and subsequent submissions filed with the Tribunal, between the Parties and against Iran in Case No. 355.

(ii) To vest in Iran unconditionally and irrevocably, without any lien or incumbrance and without the right to any recourse, and to consider as vested from the time of creation all Claimants' rights, benefits, interests and titles to all and any properties claimed in the Statement of Claim and subsequent submissions in Case No. 355 and to all and any Claimants' properties in Iran including those in possession of third parties under Case No. 355.

Article II

The Parties agree to submit this Settlement Agreement to the Tribunal on or before August 21, 1987, together with a joint motion requesting it to record and give effect to the provisions of this Settlement Agreement as an Arbitral Award on Agreed Terms. If this Settlement Agreement is not submitted by such date, then, it shall automatically become null

and void, and the Parties, without prejudicing their respective rights will be placed in the same position as they were prior to the date of this Settlement Agreement.

Article III

In full, complete and final settlement of all disputes, differences and claims arising out of the rights, interests, relationships, and occurrences related to and subject matters of the Statements of Claim and this Settlement Agreement, and in consideration of the covenants, premises, transfers, waivers, withdrawals, and other agreements contained herein, the sum of two hundred thousand United States dollars (US \$200,000.00) (hereinafter the "Settlement Amount") shall be paid to Claimants out of the Security Account established pursuant to para 7. of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated January 19, 1981.

Article IV

(i) Upon the issuance of the Award on Agreed Terms, Claimants shall cause without delay and with prejudice, all proceedings against Respondents, and their Related Persons ("Related Persons being defined as their subsidiaries, affiliates, assignees, transferees, predecessors, successors, and agents) and also against Iran in all courts, forums or any authorities or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other

forums, authorities, or administrative bodies, whatsoever, including but not limited to any courts in the United States of America or the Islamic Republic of Iran in connection with disputes, differences, claims and matters related to and subject matters of the Statement of Claim and/or this Settlement Agreement.


(ii) Upon the issuance of the Award on Agreed Terms, Respondents shall cause without delay and with prejudice, all proceedings against Claimants in all courts, forums or any authorities or administrative bodies to be dismissed, withdrawn and terminated and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other forums, authorities or administrative bodies, whatsoever, including but not limited to any courts in the United States of America or the Islamic Republic of Iran in connection with disputes, differences, claims and matters related to and subject matters of the Statement of Claim and/or this Settlement Agreement.

Article V

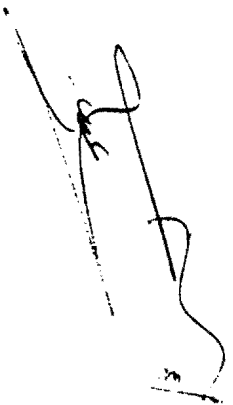
Upon the issuance of the Award on Agreed Terms all titles, rights, benefits and interests of Claimants in the properties claimed in the Statement of Claim and other submissions in Case No.355 and/or in the properties under Case No. 355 in possession of third parties in Iran shall be transferred,

unconditionally, irrevocably, without any lien or incum-  
berance and without the right to any recourse, to Iran.  
Claimants shall prepare and submit to the Tribunal,  
together with this Settlement Agreement, any and all  
ownership documents in their possession and a notarized  
and detailed bill of sale relinquishing all their  
rights or entitlements to those properties and transfer-  
ring all their titles, rights, benefits and interests  
to the properties remained and left any where in Iran,  
including those in third parties' possession, to Iran.  
These documents shall be handed over by the Tribunal  
to the Agent of the Islamic Republic of Iran, upon the  
issuance of the Award on Agreed Terms.

Article VI



(i) Claimants shall indemnify and hold harmless Respon-  
dents and their related persons as well as Iran against  
any claim which Claimants, their subsidiaries, parents,  
affiliates, assignees, transferees, successors, agents  
or third parties have raised or may raise against Respon-  
dents and their related persons and/or against Iran in  
connection with and under the same cause or causes of  
action contained in the Statements of Claim and subsequent  
submissions under Case No. 355.



(ii) In connection herewith, Claimants hereby represent  
and warrant that they are the sole owner of the cause  
or causes of action contained in the Statement of Claim  
filed herein, that no other entity owns any interest  
direct or indirect, in such cause or causes of action  
and that they have not assigned any part of such cause or  
causes of action to any other person. Claimants further

agree that if they shall be found to have violated the above representation and warranty, they may be sued by Respondents for any damages resulting therefrom in any court of competent jurisdiction.

Article VII

Upon the issuance of the Award on Agreed Terms, Claimants and Respondents shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims asserted before the Iran-U.S. Claims Tribunal, United States courts or elsewhere with respect to matters involved in the Statement of Claim, and/or matters which are the subject matters of this Settlement Agreement.

Article VIII

Upon the issuance of the Award on Agreed Terms, 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 IX

This Settlement Agreement is for the sole purpose of settling the dispute at issue in Case No.355. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to, or to affect in any way, any argument Iran, and/or Respondents have raised, or may raise, concerning the jurisdiction or the merits of this case or other cases whether before the Tribunal or any other forums.

Article X

The Parties agree that this Settlement Agreement shall be approved and ratified by Iranian authorities. Should for any reason whatsoever they choose not to confirm this Settlement Agreement, then it shall become null and void, and in that event no party to this Settlement Agreement may rely upon, cite or publish its terms or any statements made in the course of settlement discussions.

Article XI

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 XII

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

Article XIII

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.

Ministry of Roads &  
Transport of Iran

By: [Signature]

Distribution International  
Corporation

By: [Signature]  
Per Power of Attorney

Islamic Republic of Iran  
Iran Shipping Line

By: For NAD [Signature]

Medspan Inc.

By: [Signature]  
Per Power of Attorney

Strick Lease Inc.

By: [Signature]  
Per Power of Attorney

Date: \_\_\_\_\_

Date: May 21, 1987

DISTRIBUTION INTERNATIONAL CORPORATION

June 1, 1987

وكالتنا

Copy of Resolution adopted the 28th day of May, 1987 by the Board of Directors of Distribution International Corporation a corporation organized under the laws of the State of Delaware.

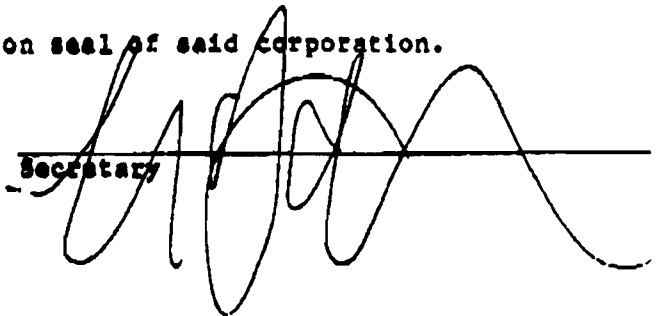
RESOLVED, that Jerome J. Shestack and Valerie J. Munson be given a Power of Attorney to represent and act for Distribution International Corporation before the Iran-United States Claims Tribunal and to represent and act for Distribution International Corporation in all and every matter or thing pertaining to the claims of Distribution International Corporation before said Tribunal including to represent and act for Distribution International Corporation in settlement discussions with the Islamic Republic of Iran regarding said claims and to negotiate, enter into and execute a settlement agreement and release pertaining to said claims and to execute any and all instruments as may be necessary in connection with the settlement of said claims, and that Leonard Barkan, Secretary, be authorized to execute a Power of Attorney on behalf of Distribution International Corporation confirming the said appointment as of May 8, 1987.

I, the undersigned, Secretary of Distribution International Corporation, the corporation above named hereby certify, that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation by unanimous consent on the 28th day of May, 1987, and entered in the Minute Book of said Board and, that said resolution is still in force.

Witness my hand and the corporation seal of said corporation.

(SEAL)

Secretary





MEDSPAN, INC.

June 1, 1987

Copy of Resolution adopted the 28th day of May, 1987 by the Board of Directors of Medspan, Inc., a corporation organized under the laws of the State of New York.

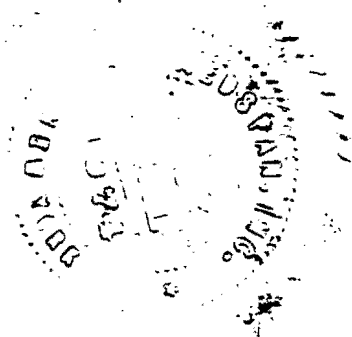
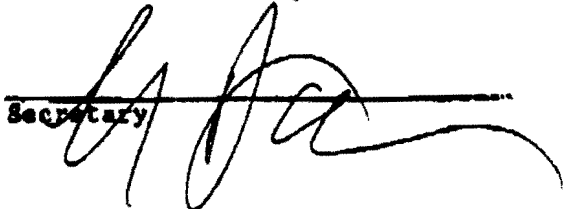
RESOLVED, that Jerome J. Shestack and Valerie J. Munson be given a Power of Attorney to represent and act for Medspan, Inc. before the Iran-United States Claims Tribunal and to represent and act for Medspan, Inc. in all and every matter or thing pertaining to the claims of Medspan, Inc. before said Tribunal including to represent and act for Medspan, Inc. in settlement discussions with the Islamic Republic of Iran regarding said claims and to negotiate, enter into and execute a settlement agreement and release pertaining to said claims and to execute any and all instruments as may be necessary in connection with the settlement of said claims, and that Leonard Barkan, Secretary, be authorized to execute a Power of Attorney on behalf of Medspan, Inc. confirming the said appointment as of May 8, 1987.

I, the undersigned, Secretary of Medspan, Inc., the corporation above named, hereby certify, that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation by unanimous consent on the 28th day of May, 1987, and entered in the Minute Book of said Board and, that said resolution is still in force.

Witness my hand and the corporation seal of said corporation.

(SEAL)

Secretary



STRICK LEASE, INC.

June 1, 1987

Copy of Resolution adopted the 28th day of May, 1987 by the Board of Directors of Strick Lease, Inc. a corporation organized under the laws of the State of Delaware.

RESOLVED, that Jerome J. Shestack and Valerie J. Munson be given a Power of Attorney to represent and act for Strick Lease, Inc. before the Iran-United States Claims Tribunal and to represent and act for Strick Lease, Inc. in all and every matter or thing pertaining to the claims of Strick Lease, Inc. before said Tribunal including to represent and act for Strick Lease, Inc. in settlement discussions with the Islamic Republic of Iran regarding said claims and to negotiate, enter into and execute a settlement agreement and release pertaining to said claims and to execute any and all instruments as may be necessary in connection with the settlement of said claims, and that Leonard Barkan, Secretary, be authorized to execute a Power of Attorney on behalf of Strick Lease, Inc. confirming the said appointment as of May 8, 1987.

I, the undersigned, Secretary of Strick Lease, Inc., the corporation above named, hereby certify, that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation by unanimous consent on the 28th day of May, 1987, and entered in the Minute Book of said Board and, that said resolution is still in force.

Witness my hand and the corporation seal of said corporation.

(SEAL)

Secretary



*[Handwritten signature]*

In the Court of Common Pleas of Philadelphia County

85 N? 17837

Commonwealth of Pennsylvania

County of Philadelphia, ss.

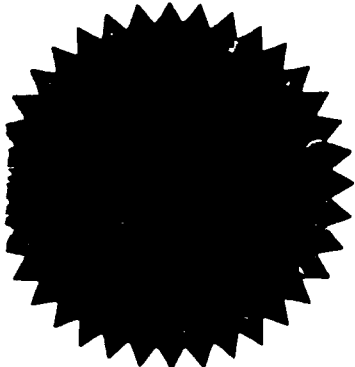
I, JOHN J. PETTIT, JR., Prothonotary of the Court of Common Pleas of said county, which is a Court of Record having an official seal, being the officer authorized by the laws of the Commonwealth of Pennsylvania to make the following Certificate,

do Certify, That Anne M. Shubert Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, or before whom the annexed affidavit was made was at the time of so doing or at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania, residing in the County of Philadelphia aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said Commonwealth of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said NOTARY PUBLIC and verily believe the signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the Commonwealth of Pennsylvania or that said oath or affirmation purports to be taken in all respects as required by the laws of the Commonwealth of Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be filed in this office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 14th day of MAY in the year of our Lord 1987

JOHN J. PETTIT, JR., Prothonotary.

By William J. Devlin Deputy Prothonotary  
WILLIAM J. DEVLIN



KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard Barkan, Secretary, Medspan, Inc., have constituted, made and appointed, and by these presents do make, constitute and appoint Jerome J. Shestack and Valerie J. Munson as true and lawful attorneys in fact, granting unto said attorneys, full and complete power and authority to generally do and perform all and every act and acts, thing and things, device and devices, as follows, to wit:

1. To represent and act for Medspan, Inc. before the Iran-United States Claims Tribunal and to represent and act for Medspan, Inc. in all and every matter or thing pertaining to the claims of Medspan, Inc. pending before said Tribunal;
2. To meet, discuss, negotiate, and effectuate a settlement, satisfaction compromise and release of the claims of Medspan, Inc. against The Islamic Republic of Iran and the Islamic Republic of Iran Shipping Line;
3. To negotiate, enter into and execute a settlement agreement and release pertaining to said claims with Iranian governmental organizations and agencies;
4. To execute all necessary instruments to carry out and perform the foregoing powers, and to do any and all acts requisite to the carrying out of such powers.

Said attorneys are empowered to do, execute and perform, as largely and amply, to all intents and purposes, the aforesaid acts. This Power shall expire one year from the date hereof.

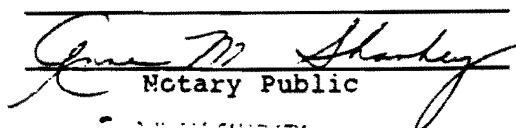
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of May, 1987.

MEDSPAN, INC.

By

Secretary

Signed, sealed and delivered in the presence of:

  
Notary Public

APR 11 1987  
NOTARY PUBLIC  
STATE OF NEW YORK

In the Court of Common Pleas of Philadelphia County

85 N<sup>o</sup> 17833

Commonwealth of Pennsylvania

County of Philadelphia, ss.

I, JOHN J. PETTIT, JR., Prothonotary of the Court of Common Pleas of said county, which is a Court of Record having an official seal, being the officer authorized by the laws of the Commonwealth of Pennsylvania to make the following Certificate,

do Certify, That Anne M. Sharkey Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, or before whom the annexed affidavit was made was at the time of so doing or at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania, residing in the County of Philadelphia aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said Commonwealth of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said NOTARY PUBLIC and verily believe the signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the Commonwealth of Pennsylvania or that said oath or affirmation purports to be taken in all respects as required by the laws of the Commonwealth of Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be filed in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 14<sup>th</sup> day of MAY In the year of our Lord 1987

JOHN J. PETTIT, JR., Prothonotary

By William J. Devlin Deputy Prothonotary

WILLIAM J. DEVLIN

127 (Rev. 5/78)

KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard Barkan, Secretary, Strick Lease, Inc., have constituted, made and appointed, and by these presents do make, constitute and appoint Jerome J. Shestack and Valerie J. Munson as true and lawful attorneys in fact, granting unto said attorneys, full and complete power and authority to generally do and perform all and every act and acts, thing and things, device and devices, as follows, to wit:

1. To represent and act for Strick Lease, Inc. before the Iran-United States Claims Tribunal and to represent and act for Strick Lease, Inc. in all and every matter or thing pertaining to the claims of Strick Lease, Inc. pending before said Tribunal;
2. To meet, discuss, negotiate, and effectuate a settlement, satisfaction compromise and release of the claims of Strick Lease, Inc. against The Islamic Republic of Iran and the Islamic Republic of Iran Shipping Line;
3. To negotiate, enter into and execute a settlement agreement and release pertaining to said claims with Iranian governmental organizations and agencies;
4. To execute all necessary instruments to carry out and perform the foregoing powers, and to do any and all acts requisite to the carrying out of such powers.

Said attorneys are empowered to do, execute and perform, as largely and amply, to all intents and purposes, the aforesaid acts. This Power shall expire one year from the date hereof.

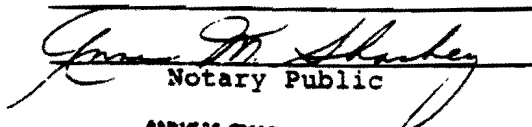
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of May, 1987.

STRICK LEASE, INC.

By

Secretary

Signed, sealed and  
delivered in the presence of:

  
Notary Public

In the Court of Common Pleas of Philadelphia County

85 N? 17835

Commonwealth of Pennsylvania

County of Philadelphia, ss.

I, JOHN J. PETTIT, JR., Prothonotary of the Court of Common Pleas of said county, which is a Court of Record having an official seal, being the officer authorized by the laws of the Commonwealth of Pennsylvania to make the following Certificate,

do Certify, That Annex M. Sharkey Esquire, whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written, or before whom the annexed affidavit was made was at the time of so doing or at the time of such acknowledgment a NOTARY PUBLIC for the Commonwealth of Pennsylvania, residing in the County of Philadelphia aforesaid, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands, tenements and hereditaments to be recorded in said Commonwealth of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that I am well acquainted with the handwriting of the said NOTARY PUBLIC and verily believe the signature thereto is genuine, and I further certify that the said instrument is executed and acknowledged in conformity with the laws of the Commonwealth of Pennsylvania or that said oath or affirmation purports to be taken in all respects as required by the laws of the Commonwealth of Pennsylvania.

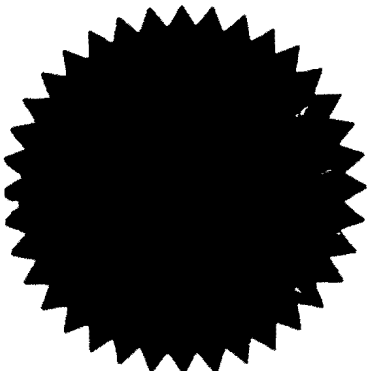
The impression of the seal of the Notary Public is not required by law to be filed in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 14th day of MAY in the year of our Lord 181987

JOHN J. PETTIT, JR., Prothonotary.

By William J. Devlin Deputy Prothonotary

WILLIAM J. DEVLIN



KNOW ALL MEN BY THESE PRESENTS:

That I, Leonard Barkan, Secretary, Distribution International Corporation, have constituted, made and appointed, and by these presents do make, constitute and appoint Jerome J. Shes-tack and Valerie J. Munson as true and lawful attorneys in fact, granting unto said attorneys, full and complete power and author-ity to generally do and perform all and every act and acts, thing and things, device and devices, as follows, to wit:

1. To represent and act for Distribution Inter-national Corporation before the Iran-United States Claims Tribunal and to re-present and act for Distribution Inter-national Corporation in all and every matter or thing pertaining to the claims of Distribution International Corporation pending before said Tribunal;
2. To meet, discuss, negotiate, and effectuate a settlement, satisfaction compromise and release of the claims of Distribution Inter-national Corporation against The Islamic Republic of Iran and the Islamic Republic of Iran Shipping Line;
3. To negotiate, enter into and execute a settlement agreement and release pertain-ing to said claims with Iranian govern-mental organizations and agencies;
4. To execute all necessary instruments to carry out and perform the foregoing powers, and to do any and all acts requi-site to the carrying out of such powers.

Said attorneys are empowered to do, execute and perform, as largely and amply, to all intents and purposes, the aforesaid acts. This Power shall expire one year from the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of May, 1987.

DISTRIBUTION INTERNATIONAL CORPORATION

By

  
Secretary

Signed, sealed and delivered in the presence of:

  
Notary Public