

829-114

129-114

دیوان داوری دعاوی ایران - ایالات متحده

SAFE

114

Case No. \_\_\_\_\_

Date of filing: \_\_\_\_\_

\*\* AWARD - Type of Award \_\_\_\_\_  
- Date of Award \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ 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

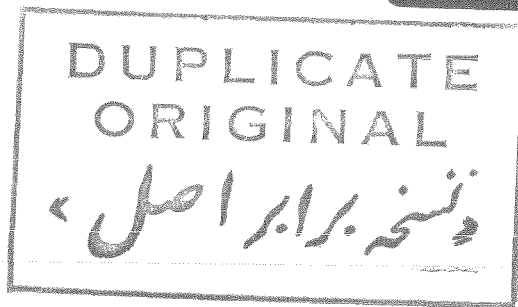
\*\* OTHER; Nature of document: \_\_\_\_\_

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114

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان دآوری دعاوی ایران - ایالات



CASE NO. 829

CHAMBER ONE

AWARD NO. 242-829-1

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه دآوری دعاوی ایران - ایالات متحده	
ثبت شد - FILED			
Date	25 JUL 1986	تاریخ	۱۳۶۵/۵/۳
No.	829	شماره	

LOCKHEED CORPORATION,

Claimant,

and

THE GOVERNMENT OF IRAN,

THE MILITARY INDUSTRIES ORGANISATION OF IRAN,

IRAN AIRCRAFT INDUSTRIES,

THE IRANIAN MINISTRY OF WAR,

THE IRANIAN AIR FORCE,

Respondents.

PARTIAL AWARD ON AGREED TERMS

1. LOCKHEED CORPORATION (formerly Lockheed Aircraft Corporation) for itself and on behalf of its divisions, including LAS and GELAC, its affiliates and subsidiaries, (hereinafter referred to as "the Claimant") and IRAN AIRCRAFT INDUSTRIES ("IACI") and the NATIONAL DEFENSE INDUSTRIES ORGANIZATION (formerly the Military Industries Organisation) ("NDIO") (hereinafter collectively referred to as "the Respondents") have entered into a Settlement Agreement dated 4 March 1986 and filed on 7 May 1986 ("the Settlement Agreement") resolving the matters in dispute between them. Under the terms of the Settlement Agreement, the Claimant and the Respondents have agreed, inter alia, that the Claimant shall be paid the amount of U.S.\$ 4,950,000 upon the Claimant's filing with the Tribunal a bill of lading showing that the Plans and Drawings related to the IACI Expansion Project have been delivered to a freight forwarder for prepaid shipment to IACI in Iran and that the Claimant and the Respondents shall withdraw and terminate all claims and counterclaims in connection with Claims Nos. 1, 8, 9 and 10 set forth in the Statement of Claim in Case No. 829.

2. On 7 May 1986, the Parties filed a Joint Request, signed by representatives of the Claimant on the one hand and of the Respondents and the Agent of the Islamic Republic of Iran on the other, for the Tribunal to issue a Partial Arbitral Award on Agreed Terms to record and give effect to the Settlement Agreement pursuant to Article 34(1) of the Tribunal Rules. Copies of the Joint Request and the Settlement Agreement are attached hereto.

3. The present Case is assigned to Chamber Two. However, pursuant to Presidential Order No. 49, the Joint Request for a Partial Arbitral Award on Agreed Terms is dealt with by Chamber One.

4. Article 11 of the Settlement Agreement provides that the Settlement Agreement would become null and void if not approved by NDIO and IACI and filed with the Tribunal within 60 days of 4 March 1986, unless the Parties agreed otherwise. In connection with the deadline for filing the Settlement Agreement with the Tribunal, the Tribunal observes that pursuant to a telex dated 3 May 1986 sent by the attorney for the Claimant to the Agent of the Islamic Republic of Iran, the Parties agreed to extend this filing deadline until 12 May 1986.

5. Article 5(4) of the Settlement Agreement provides that the Claimant "shall deliver the Plans and Drawings to The Hague and make them available at the Tribunal for mutual inspection by IACI, NDIO and Lockheed personnel. Lockheed shall give IACI by telex at least 30 calendar days advance notice of the availability of the Plans and Drawings for such inspection. Said notice shall be in the form set forth in Exhibit B and a copy of the telex providing such notice shall be filed with the Tribunal by Lockheed." A copy of the telex in the form set forth in Exhibit B providing such notice was filed with the Tribunal by the Claimant on 12 May 1986.

6. Article 5(6) of the Settlement Agreement provides that if IACI, prior to the expiration of the sixty calendar days after the filing of Exhibit B, namely prior to 12 July 1986, files with the Tribunal a notice in the form of Exhibit C, the Settlement Agreement will then become null and void. In this connection, the Tribunal notes a letter filed on 11 July 1986 by the Agent of the Islamic Republic of Iran informing the Tribunal that the Parties have agreed to an extension until 15 July 1986 for the filing of Exhibit C. A copy of a telex sent by the Counsel for the Claimant to NDIO agreeing to extend this filing deadline until 15 July 1986,

was annexed to this letter. No document in the form of Exhibit C has been submitted to the Tribunal.

7. Article 5(5) of the Settlement Agreement provides that "[N]o payment shall be made to Lockheed pursuant to the Partial Award on Agreed Terms until Lockheed files a bill of lading with the Tribunal reflecting that the Plans and Drawings have been delivered to a freight forwarder for prepaid shipment to IACI in Iran". The Tribunal observes that on 16 July 1986 the Claimant submitted for filing with the Tribunal such Bill of Lading, confirming delivery to WTC Company, an international freight forwarder, for prepaid shipment to IACI in Tehran.

8. The Tribunal is satisfied that it has jurisdiction in this matter within the terms of the Claims Settlement Declaration.

9. The Tribunal therefore accepts the Settlement Agreement in accordance with Article 34 of the Tribunal Rules.

10. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

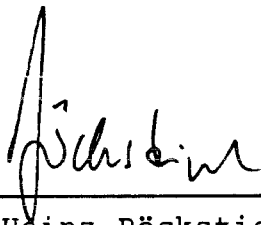
a) The Settlement Agreement filed with the Joint Request is hereby recorded as a Partial Award on Agreed Terms, binding on the Parties to the Settlement Agreement. Consequently, IRAN AIRCRAFT INDUSTRIES and NATIONAL DEFENSE INDUSTRIES ORGANIZATION shall pay LOCKHEED CORPORATION the amount of Four Million Nine Hundred Fifty Thousand United States Dollars (U.S.\$ 4,950,000), which obligation shall be satisfied by payment out of the Security Account established

pursuant to Paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria of 19 January 1981.

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

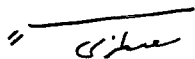
c) This Partial Award does not affect the claims of the Claimant against the Government of the Islamic Republic of Iran, the Ministry of National Defense and the Iranian Air Force as set forth in Claims Nos. 2, 3, 4, 5, 6, 7, 11 and 12 of Case No. 829 and the counterclaims of the Respondents against Lockheed in those claims.

Dated, The Hague  
25 July 1986

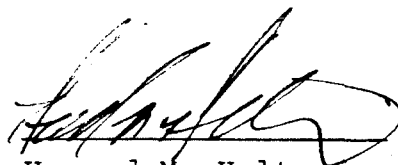


Karl-Heinz Böckstiegel  
Chairman

In the name of God



Mohsen Mostafavi



Howard M. Holtzmann

IN THE NAME OF GOD

Before  
Iran-U.S. Claims Tribunal  
The Hague

Claim No. 829  
Chamber Two

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه ادعای و تلافی ایران-ایالات متحده
FILED - ثبت شد		
Date	7 MAY 1986	تاریخ
	۱۳۶۵ / ۲ / ۱۷	
No.	829	شماره

JOINT REQUEST FOR PARTIAL ARBITRAL AWARD ON AGREED TERMS

Pursuant to the Article 34 of the Tribunal Rules of Procedure, Lockheed Corporation (formerly Lockheed Aircraft Corporation), a corporation organized and existing under the laws of the State of California for itself and on behalf of its divisions, including LAS and GELAC, its affiliates and subsidiaries, whether or not named in the Statement of Claim No. 829 (hereinafter collectively called "Lockheed") and Iran Aircraft Industries ("IACI") and the National Defense Industries Organization ("NDIO") (formerly the Military Industries Organization, "MIO") jointly request that the Iran-U.S. Claims Tribunal (the "Tribunal") issue a Partial Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties.

On March 4, 1986 Lockheed, NDIO and IACI entered into a Settlement Agreement, a copy of which is attached hereto, providing that Lockheed will be paid the amount of Four million Nine hundred Fifty Thousand US dollars (US \$ 4,950,000.00), in complete, full and final settlement of all claims and counterclaims now existing or capable of arising, in connection with Claims 1,8,9, and 10 of Case No. 829, as set forth in Claimant's Statement of Claim, which are the subject matter of the Settlement Agreement.

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The settlement does not affect the claims of Lockheed against the Ministry of National Defense, the Iranian Air Force and the Government of Iran as set forth in Claims No. 2, 3, 4, 5, 6, 7, 11 and 12 of Case No. 829 and the counterclaims of the respondents against Lockheed in those claims.

The undersigned request the Tribunal to record the Settlement Agreement as a Partial Arbitral Award on Agreed Terms, with payment to Lockheed Corporation made from the Security Account.

Respectfully submitted,

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

By ... *J. Niaki* .....

Date *May 8, 1986* .....

NDIO

By *M. Homayouni* <sup>in</sup> *for* .....

Date *March 4, 1986*...

for IACI

By ... *J. Niaki* .....

Date *May 8, 1986* .....

Lockheed Corporation for  
itself and on Behalf of  
its Divisions, Affiliates  
and Subsidiaries.

By *Robert L. Canning* .....

associate counsel &  
attorney-in fact

Date... *March 4, 1986*...



IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و معاری ایران - ایالات متحده
ثبت شد - FILED	
Date	7 MAY 1986 ۱۳۶۵ / ۲ / ۱۷
No.	829

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

This Settlement Agreement made this 4th day of March 1986 by and between Iran Aircraft Industries ("IACI") and the National Defense Industries Organization ("NDIO"), formerly Military Industries Organization ("MIO"), on the one part, and Lockheed Corporation (formerly Lockheed Aircraft Corporation) a corporation organized and existing under the laws of California, which for the purpose of this Settlement Agreement represents itself and its divisions, including LAS and GELAC, its subsidiaries and affiliates, whether or not named in the Statement of Claim and other documents filed by the Claimant in Case No. 829, on the other part (hereinafter collectively called "Lockheed").

WHEREAS, Lockheed has raised claims in connection with certain contracts, agreements or other relationships it had with IACI and MIO, and other parties as set forth in the Statement of Claim filed with the Iran-U.S. Claims Tribunal (the "Tribunal") under Case No. 829 (hereinafter called the "Statement of Claim").

WHEREAS, NDIO and IACI, and other persons in responding to the Statement of Claim, have filed their Statement of Defense and Counterclaims, and

WHEREAS, Lockheed, NDIO and IACI, have agreed to settle certain claims, counterclaims, disputes and differences outstanding or capable of arising, related to the Statement of

Claim, and their Statement of Defense, Counterclaims and subsequent submissions filed with the Tribunal.

Now, therefore, Lockheed, NDIO and IACI, agree as follows:

#### Article 1

The scope and subject matter of this Settlement Agreement is:

- 1.1. To settle and dismiss, forever, all claims, counterclaims, disputes, differences and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to and the subject matter of Claims No. 1, 8, 9 and 10 of the Statement of Claim in Case No. 829 (hereinafter collectively referred to as "Settled Claims"). NDIO and IACI represent that they have full authority to settle the counterclaims referred to above. Nothing herein shall affect the claims of Lockheed against the Ministry of Defense ("MND"), the Iranian Air Force and the Government of Iran as set forth in Claims No. 2, 3, 4, 5, 6, 7, 11, and 12 of Case No. 829.
- 1.2. To deliver to IACI the plans and drawings in Lockheed's possession related to the IACI Expansion Project, as more fully described in Article 5 hereof.

#### Article 2

Lockheed, NDIO and IACI agree to submit as soon as practicable, this Settlement Agreement to be recorded as a Partial Arbitral Award on Agreed Terms.

### Article 3

- 3.1 In full, complete and final settlement of the Settled Claims and in consideration of the undertakings, covenants, premises, transfers, withdrawals, and other agreements contained herein, the sum of Four million Nine hundred Fifty thousand U.S. dollars (\$ 4,950,000.00.) shall be paid to Lockheed (the "Settlement Amount").
- 3.2 Lockheed, NDIO and IACI agree that the Settlement Amount shall be paid to Lockheed Corporation 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. NDIO, IACI and Lockheed declare that they will not seek in any manner to adjust the Settlement Amount.

### Article 4

- 4.1 Upon the issuance of the Partial Award on Agreed Terms, Lockheed shall cause, without delay and with prejudice, all proceedings against NDIO and IACI, their subsidiaries, affiliates, transferees, successors, agents and parent companies and/or against Iran, Iranian entities, organizations, instrumentalities, institutions, and/or against all persons named as Respondent in the Statement of Claim in all courts, fora or any authority 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 forum or authority or administrative body, whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, to the extent they relate to disputes, differences, claims or counterclaims related in any manner to the Settled Claims.

4.2 Upon the issuance of the Partial Award on Agreed Terms, NDIO, IACI, and their subsidiaries, affiliates, assigns, transferees, successors and agents, shall cause, without delay and with prejudice, all proceedings (should there be any) against Lockheed, its divisions, subsidiaries, affiliates, assigns, transferees, successors, and agents in all courts, fora, or any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran- United States Claims Tribunal or any other forum or authority or administrative body, whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, to the extent they relate to disputes, differences, or counterclaims related in any manner to the Settled Claims.

#### Article 5

5.1 The following procedures have been agreed to by the Parties with respect to the delivery by Lockheed to IACI in Iran of plans and drawings as referred to in Article 1.2. In connection with these provisions, the parties stress that it is their intent that these procedures will result in the delivery to IACI in Iran of the Plans and Drawings and the payment to Lockheed as provided for in Article 3.1, and they hereby commit themselves to mutual good faith efforts to ensure this result.

5.2. Lockheed hereby undertakes to deliver to IACI all plans and drawings as to items not marked with a checkmark on

the attached Exhibit A, which Exhibit has as been signed on all four pages by the Parties and which constitutes an integral part of this Settlement Agreement. These materials are referred to herein as the "Plans and Drawings".

- 5.3. Lockheed also undertakes to obtain any United States Government licenses that may be necessary to export the Plans and Drawings to the Netherlands for reexport to Iran.
- 5.4. Thereafter, Lockheed shall deliver the Plans and Drawings to The Hague and make them available at the Tribunal for mutual inspection by IACI, NDIO and Lockheed personnel. Lockheed shall give IACI by telex at least 30 calendar days advance notice of the availability of the Plans and Drawings for such inspection. Said notice shall be in the form set forth in Exhibit B and a copy of the telex providing such notice shall be filed with the Tribunal by Lockheed.
- 5.5. Sixty calendar days after the filing of Exhibit B, the Tribunal shall issue, as soon as practicable, a Partial-Award on Agreed Terms pursuant to this Settlement Agreement. No payment shall be made to Lockheed pursuant to the Partial Award on Agreed Terms until Lockheed files a bill of lading with the Tribunal reflecting that the Plans and Drawings have been delivered to a freight forwarder for prepaid shipment to IACI in Iran.
- 5.6. Notwithstanding the provision of paragraph 5.5, should IACI prior to the expiration of the sixty calendar days referred to in that paragraph, deliver to the Tribunal a notice in the form of Exhibit "C", then the Tribunal shall not issue a Partial Award on Agreed Terms and

instead the Settlement Agreement shall become null and void and the Parties shall be placed in the same position as they were before the date of this Agreement.

5.7. Unless otherwise agreed in writing between the Parties, should Lockheed be unable to obtain any necessary United States Government license and accordingly be unable to file Exhibit B with the Tribunal within 60 calendar days of the filing of this Settlement Agreement with the Tribunal, then this Settlement Agreement shall become completely null and void and the Parties shall be placed in the same position as they were before the date of this Agreement.

#### Article 6

Lockheed shall defend, indemnify and hold harmless, NDIO and IACI, their subsidiaries, affiliates, assigns, transferees, successors, agents, Iran and other Iranian entities, organizations and instrumentalities, (hereinafter "Indemnified Respondents") against any claim which Lockheed, its divisions, subsidiaries, affiliates, assigns, transferees, successors, or agents may raise or take against the Indemnified Respondents, in connection with the same cause or causes of action as the Settled Claims and the undertakings of Lockheed which are within the scope and subject matter of this Settlement Agreement.

#### Article 7

7.1 NDIO and IACI shall defend, indemnify and hold harmless Lockheed, its divisions, subsidiaries, affiliates, assigns, transferees, successors, and agents (hereinafter

"Indemnified Claimants") against any claim which NDIO, IACI or the Government of Iran, their subsidiaries, affiliates, assigns, transferees, successors or agents may have or may raise or take against the Indemnified Claimants in connection with the same cause or causes of action as counterclaims raised by any person whether a Party to this Agreement or not and undertakings of IACI and NDIO, which are within the scope and subject matter of this Settlement Agreement.

7.2 In this Settlement Agreement, Lockheed's dues for Iranian taxes and Social Security premiums arising out of the same contracts, transactions or occurrences within the scope and subject matter of this Settlement Agreement are taken into consideration and will be paid or otherwise satisfied by NDIO and IACI. Lockheed shall be deemed to be released from the above mentioned liabilities upon the issuance of the Partial Award on Agreed Terms.

#### Article 8

Upon the issuance of the Partial 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.

#### Article 9

Upon the issuance of the Partial Award on Agreed Terms, Lockheed, NDIO and IACI shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defense of the claims or counterclaims asserted before the Iran-U.S. Claims Tribunal,

United States courts or elsewhere with respect to matters involved in the Settled Claims.

Article 10

This Settlement Agreement is for the sole purpose of settling the Settled Claims. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument NDIO, IACI or the Islamic Republic of Iran its agencies, instrumentalities, entities has raised, or may raise, concerning the jurisdiction or the merits of cases other than Case No. 829 whether before the Tribunal or any other forum or fora.

Article 11

Unless otherwise agreed upon in writing between the Parties hereto, this Settlement Agreement shall become completely null and void if not approved by NDIO and IACI and not filed with the Tribunal by them within 60 calender days from the date first written above and, in that event, no Party to this Settlement Agreement may rely upon, cite or publish its terms.

Article 12

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



Article 13

Any notices or communications between the parties regarding or required by this Settlement Agreement shall be addressed as follows:

to IACI and NDIO: NDIO

Legal Bureau  
Tehran, Iran  
Attn.: Mr. Homayoun  
Telex: 212703 MIO IR

to Lockheed:

Lockheed Aircraft Service Company  
P.O. Box 33  
Ontario, Calif 91761  
USA  
Attn.: Legal Department  
Telex: 182974

Article 14

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

Article 15

This Settlement 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.

National Defense Industries  
Organization.

By ..M..Korvajoun *[Signature]*

Date March 4, 1986....

Lockheed Corporation.

By *[Signature]*  
Associate Counsel  
attorney-in-fact

Date ..March 4, 1986..

*for* Iran Aircraft Industries

By ..... *J. Niaki* .....

Date May 9, 1986.....

# EXHIBIT A

EXHIBIT NO. 1  
MILESTONE ACCOMPLISHMENT  
PER FUMIN EXTENSION  
OF THE  
LETTER OF INTENT

Page 1 of 4

NO.	MILESTONE	SCHEDULED STATUS	STATUS AT SUSPENSION	REMARKS
	7 August 1978 (\$500,000)			There Were No Milestones Applicable.
	7 September 1978 (\$500,000)			There Were No Milestones Applicable.
	7 October 1978 (\$1,000,000)			
A1	Suball EPR-040, Early Utilization of Fighter Flightline	100%	100%	Transmitted by T-64200F
A2	Suball EPR-067, Temporary Use of Warehouse	100%	100%	Transmitted by T-64530F
A3	Suball EPR-056, Comparison of Material Handling System Vendor	100%	100%	Transmitted by T-65130F
A4	Suball Revision A to EPR-047, Industrial Security System	100%	100%	Transmitted by T-65201F
B1	Suball Revision C to UOMP 7, Medical Center	100%	100%	Transmitted by T-64410F
B2	Suball Revision A to UOMP 3, Hazardous Storage Building	100%	100%	Transmitted by T-66771F
B3	Suball Revision A to UOMP 15-10, Energy Management System	100%	100%	Transmitted by T-64201F
C1	Area South of Karaj Road	100%	100%	Transmitted by T-64690F
C2	Flightline: A.06, A.07, A.09, A.10, A.11, A.12, A.13, B.29	40%	54%	To Be Transmitted
C3	Site Grading	15%	100%	Transmitted by T-66710F and T-66790F
D1	721 Hangar; A.02	70%	45%	To Be Transmitted
D2	Multipurpose Hangar: A.01, A.24, A.25, A.26, A.27, A.28, A.29, A.30	10%	30%	To Be Transmitted
E1	Mobilize Tehran Task Team, Including A and E Support, to Accomplish Redesign of Northwest Quadrant of Site (Administrative Complex, Sports Complex, and Employee Services Building)	100%	100%	Team Action Commenced in Tehran 22 September 1978
E2	Suball Technical Portion of Procurement Specification for Low Manufacturing Facility	100%	100%	Transmitted by T-65160F
E3	Suball Schedule for Preliminary and Final A and E Design Work	100%	100%	Transmitted by T-65360F
	7 November 1978 (\$1,500,000)			
A1	Suball Revision B to EPR-033, Heating, Ventilating and Air Treatment	100%	100%	Transmitted by T-64720F
A2	Suball Revision B to EPR-021, Electrical Power System	100%	100%	Transmitted by T-66760F
A3	Suball Revision B to EPR-024, Power House	100%	100%	Transmitted by T-66520F
A4	Suball EPR-057, Combustion Turbine Comparison Study	100%	100%	Transmitted by T-66500F
B1	Suball Revision B to UOMP 1, Warehouse	100%	100%	Transmitted by T-66630F
B2	Suball Revision A to UOMP 4, Hangars Complex	100%	100%	Transmitted by T-66720F
B3	Suball Revision A to UOMP 5, Flightline Complex	100%	100%	Transmitted by T-66510F
B4	Suball UOMP 6, Revision A, Cafeteria Complex (B.04, B.17, B.28)	100%	100%	Transmitted by T-66001F
B5	Suball Revision A to UOMP 9, Facilities Engineering/Vehicle Maintenance Complex	100%	100%	Transmitted by T-66600F
C6	Suball UOMP 15-7, Utility Synopsis	100%	100%	Transmitted by T-67600F
C7	Suball UOMP 15-3, Waste/Sanitary Sewage Treatment	100%	100%	Transmitted by T-66610F
C8	Suball UOMP 15-5, Revision A, Solid Waste Reclamation	100%	100%	Transmitted by T-66650F
C9	Suball UOMP 15-11, Storm Water Control (if necessary)	100%	100%	Transmitted by T-66640F

*Suball Caching*

تاریخ: ۱۱ مرداد ۱۳۵۷ (۲۲ سپتامبر ۱۹۷۸) Page 1 of 4

**EXHIBIT NO. 1  
MILESTONE ACCOMPLISHMENT  
PER FOURTH EXTENSION  
OF THE  
LETTER OF INTENT**

Page 2 of 4

<u>1.</u>	<u>MILESTONE</u>	<u>SCHEDULED STATUS</u>	<u>STATUS AT SUSPENSION</u>	<u>REMARKS</u>
C1	Flightline: A.06, A.07, A.09, A.10, A.11, A.12, A.13, B.29	50%	54%	To Be Transmitted
C2	Flightline for Early Utilization	50%	100%	Transmitted by T-67630F
C3	Engine Overhaul Building: A.20, A.21, A.23, C.14	5%	35%	To Be Transmitted
C4	Airframe Related Workshops: A.22, A.31, D.30	5%	35%	To Be Transmitted
C5	Administration Complex	5%	20%	To Be Transmitted
C6	Training Building: D.02	5%	10%	To Be Transmitted
C7	Cafeteria (Except D.03)	5%	45%	To Be Transmitted
C8	Facilities Engineering Complex: D.06, D.10, D.20, D.22, D.25, D.36, D.37	5%	30%	To Be Transmitted
C9	Utility Tunnels: D.08	5%	10%	To Be Transmitted
C10	Site Lighting	5%	20%	To Be Transmitted
C11	Site Paving	5%	40%	To Be Transmitted
C12	Site Grading Plan (Construction Site Grading for Warehouse)	100%	100%	Transmitted by T-66710F And T-66790F
C13	Sports Complex: D.12, D.13, D.18, D.19, D.23, D.31, D.32, D.33	5%	20%	To Be Transmitted
D1	Multipurpose Hangar: A.01, A.24, A.25, A.26, A.27, A.28, A.29, A.30	30%	30%	To Be Transmitted
D2	747 Hangar: A.02	40%	45%	To Be Transmitted
D3	Warehouses: D.09	90%	100%	Transmitted by T-67740F
D4	Area South of Korat Road	100%	100%	Transmitted by T-64695F
D5	Bridges: D.04, D.10, D.32, D.34	100%	100%	Transmitted by T-66200F
D6	Final Site Survey	95%	95%	To Be Transmitted
E1	Submit Revised Level I Schedule	100%	100%	Transmitted by T-667700
E2	Submit Technical Portion of Procurement Specification for Wash House	100%	100%	Transmitted by T-67060F
E3	Submit Technical Portion of Procurement Specification for South Alternators	100%	100%	Transmitted by T-66620L
7 December 1978 (12,000,000)				
A1	Submit EPR-064, Aggregate Suitability	100%	100%	Transmitted by T-67500F
A2	Submit EPR-063, Traffic Study Report	100%	100%	Transmitted by T-67530F
A3	Submit Revision to EPR-042, Manpower Phase-In	100%	100%	Transmitted by T-67720F
A4	Submit EPR-065, Hydrological Study	100%	100%	Transmitted by T-67540F
B1	Submit Revision A to UOMP 2, Corrosion Control Complex	100%	100%	Transmitted by T-67450F
B2	Submit Revision B to UOMP 6, Airframe Shops/Precision Labs	100%	100%	Transmitted by T-67510F
B3	Submit Revision A to UOMP 13, Airframe/Engines Hoops, and Engine Test Complex	100%	50%	To Be Transmitted
U1	Submit UOMP 15-1, Electric Power (To the Extent Necessary)	100%	100%	Transmitted by T-67590F
U5	Submit UOMP 15-4, Water Systems	100%	100%	Transmitted by T-67610F
U6	Submit UOMP 15-6, Aircraft Fuel	100%	100%	Transmitted by T-67520F
U7	Submit UOMP 15-9, Site Fuel	100%	100%	Transmitted by T-67560F
U8	Submit Revision A, UOMP 14, Fire/Security Complex D.07	100%	50%	To Be Transmitted

\* REV. "A" \* مراجعة

مراجعة

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**EXHIBIT NO. 1  
MILESTONE ACCOMPLISHMENT  
PER FOURTH EXTENSION  
OF THE  
LETTER OF INTENT**

Page 3 of 4

NO.	MILESTONE	SCHEDULED STATUS	STATUS AT SUSPENSION	REMARKS
C1	Flightline: A.06, A.07, A.09, A.10, A.11, A.12, A.13, B.29	70%	54%	To Be Transmitted
C2	Flightline for Early Utilization	70%	100%	Transmitted by T-67630F
C3	Engine Overhaul Buildings: A.20, A.21, A.23, C.14	20%	35%	To Be Transmitted
C4	Airframe Related Workshops: A.22, A.31, B.30	20%	35%	To Be Transmitted
C5	Administration Complex	25%	20%	To Be Transmitted
C6	Training Building: B.02	25%	10%	To Be Transmitted
C7	Caterias (Except B.05)	35%	45%	To Be Transmitted
C8	Facilities Engineering Complex: B.06, B.10, B.20, B.22, B.25, B.26, B.27	15%	30%	To Be Transmitted
C9	Central Power House: C.01	10%	20%	To Be Transmitted
C10	Underground Fuel Storage: C.02, C.15, C.16	5%	20%	To Be Transmitted
C11	Waste/Sanitary/Sewage Treatment: C.06, C.07	15%	10%	To Be Transmitted
C12	Water System	5%	10%	To Be Transmitted
C13	Solid Waste Reclamation: C.10	15%	10%	To Be Transmitted
C14	Storm Water Retention Sump: C.11	10%	15%	To Be Transmitted
C15	Utility Tunnels: D.08	20%	10%	To Be Transmitted
C16	Site Lighting	30%	20%	To Be Transmitted
C17	Site Paving	10%	40%	To Be Transmitted
C18	Sports Complex: B.12, B.13, B.18, B.19, B.23, B.31, B.32, B.33	25%	20%	To Be Transmitted
D1	Multipurpose Hangars: A.01, A.24, A.25, A.26, A.27, A.28, A.29, A.30	50%	30%	To Be Transmitted
D2	747 Hangar: A.02	60%	45%	To Be Transmitted
D3	Corrosion Control Complex: A.03, A.04, A.05	10%	24%	To Be Transmitted
D4	Warehouse: B.08	100%	100%	Transmitted by T-67740F
D5	Bridge D.09, Including Utilities Provisions	100%	100%	Transmitted by T-67640F
D6	Site Grading (Construction Site Grading for 747 Hangar, Flightline, Flight Test Hangar)	100%/(100%)	100%/(100%)	To Be Transmitted
G1	Submit New Level II Schedule and Level III (With Estimated Construction Program Detail) Schedule (Assuming Client Approval of Level I by 15 November)	100%	0%	Level I Schedule Submitted Late. No time for client approval.
G2	Submit Technical Portion of Procurement Specification for Pneumatic Tube System	100%	100%	Transmitted by T-66990F
G3	Submit Technical Portion of Procurement Specification for Power House	100%	10%	To Be Transmitted

**SUMMARY OF PROGRESS ACCOMPLISHED, INCLUDING PRO RATA CREDIT FOR PARTIAL OR OVER ACCOMPLISH**

7 August 1978 - Milestones Not Applicable  
 7 September 1978 - Milestones Not Applicable  
 7 October 1978 - All October Milestones Have Been Completed or Exceeded  
 7 November 1978 - All November Milestones Have Been Completed or Exceeded  
 7 December 1978 - December Milestones are Summarized by Category Below

Category A - Studies - All Four Have Been Completed and Transmitted.

Category B - UCMIP's - Four New UCMIP's Completed and Transmitted. Two UCMIP Revisions Completed and Transmitted. Two UCMIP Revisions Are Fifty Percent Complete and Have Not Yet Been Transmitted.

این مدارک به صورت مجزا ارسال می شود ✓

**EXHIBIT NO. 1  
MILESTONE ACCOMPLISHMENT  
PER FOURTH EXTENSION  
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Page 4 of 4

**Category C - Preliminary Design - Eight Designs Are Behind Schedule (Four at Five Percent, Two at Ten Percent, One at Fifteen Percent and One at Sixteen Percent) and Ten Designs are Ahead of Schedule (Two at Five Percent, Two at Ten Percent, Four at Fifteen Percent and Two at Thirty Percent including One Completed and Transmitted Design). In Addition, Four Buildings Not Listed in the Milestones have had design initiated: Employee Services (Twenty Percent); Fire Station (Twenty Percent); Site Fuel (Fifteen Percent); and Medical (Ten Percent).**

**Category D - Final Design - Three Designs on Schedule, Two Designs are Behind Schedule (By Fifteen and Twenty Percent), and One Design is Ahead of Schedule (By Fourteen Percent). In Addition, One Building Not Listed in the Milestones has had design initiated - Hazardous Material Building (Thirty Percent).**

**Category E - Other - One Submittal Has Been Made and Two are Behind Schedule (One at Ten Percent and One Not Started).**

<u>Category</u>	<u>Percent (%) Completed</u>	<u>Items in Category</u>	<u>Category Percent (%) of Total</u>	<u>Overall Percent (%) of Total</u>
A	100.0%	4	10.2%	10.76%
B	87.50%	8	20.51%	17.95%
C	194.72%	18	46.15%	89.16%
D	110.0%	6	15.39%	17.16%
E	36.67%	3	7.69%	2.12%
		<u>39</u>	<u>100.00%</u>	<u>137.15% x \$2,000,000 = \$2,759,000</u>

**TOTAL PAYMENT DUE UNDER FOURTH EXTENSION OF THE LETTER OF INTENT**

August	\$ 500,000
September	500,000
October	1,000,000
November	1,500,000
December	<u>2,759,000</u>
<b>Total Due</b>	<b>\$ 6,259,000</b>

*Robert C. Canine*

*[Signature]*  
75, 15, 10

**EXHIBIT B**

**Iran Aircraft Industries  
Tehran, Iran**

**Sirs,**

**This is to inform you that the Plans and Drawings to be supplied by Lockheed pursuant to the Settlement Agreement dated ..... 1986 between IACI and Lockheed, will be available for inspection by IACI in The Hague on ..... 1986. Please notify Lockheed by return telex the dates on which IACI wishes to conduct the mutual inspection of these items.**

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**For Lockheed**



EXHIBIT C

To: Iran-U.S. Claims Tribunal  
The Hague

Claim 829  
Chamber Two

Sirs,

With regard to the Settlement Agreement dated.....  
1986 between Lockheed Corporation ("Lockheed"), National  
Defense Industries Organization ("NDIO"), Iran Aircraft  
Industries ("IACI") whereby Lockheed undertook to deliver  
certain Plans and Drawing substantially in accordance with  
Exhibit A to that Agreement, I am to inform you that IACI has  
inspected the Plans and Drawings made available by Lockheed,  
and finds, in good faith, that they do not substantially  
fulfill the above mentioned undertaking in the following  
regard:

In view of this conclusion by IACI, IACI hereby exercises its  
discretion in declaring the said Settlement null and void from  
this date forward, renounces and surrenders its conditional  
right to take delivery, title and possession of the Plans and  
Drawings and requests that Claims 1, 8, 9 and 10 of Case No.  
829 be reinstated for resolution by the Tribunal.

Yours Truly





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05/02/86

m.k. eshragh

agent of the islamic republic of iran  
bils, the hgue, netherlands

subject: case no. 829

0106-86-1384

as requested in your twx 512/dL dated 2/4/86 and pursuant to  
article 11 of the settlement agreement dated march 4, 1986,  
lockheed agrees to extend the date for filing of the  
settlement agreement with the tribunal until may 12, 1986.

robert f. downing

associate counsel

lockserv-ont

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دفتر خدمات حقوقی بین المللی - شعبه حقوق

شماره	۳۹۰	تاریخ	۲۰۲/۱۵
سرپرست	مسعودی	شعبه	حقوق
معاون	...	...	...
...	...	...	...

22 FEB. 1986

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02/21/86

robert f. downing  
the khaus hotel  
den haag  
netherlands

0-106-36-16719

pursuant to the authorization granted by the board of directors of lockheed corporation on june 21, 1983, granting you a power of attorney to act on behalf of lockheed corporation, you are authorized to execute all documents, instruments, and contracts, related to the claim filed by lockheed before the Hague for monies due from the Islamic Republic of Iran. executed this 22nd day of February, 1986.

e. j. snodley,  
vice president, lockheed corporation  
lockserv

619pmvc

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That LOCKHEED CORPORATION, a California corporation (hereinafter called "the Corporation"), pursuant to resolution of its Board of Directors duly and regularly adopted May 14, 1985, hereby designates and appoints ROBERT F. DOWNING (hereinafter called "the Attorney"), its true and lawful Agent and Attorney-in-Fact for and on behalf of the Corporation and in its name:

- (1) to negotiate with reference to the performance of services by the Corporation or the sale of products, or parts thereof, manufactured or sold by the Corporation, or with reference to the licensing or conveyance of rights or interests in property, or with reference to the acquisition by the Corporation of services or property, real or personal, or rights, and all matters incidental to any thereof, with any government, other political entity, treaty organization, corporation, association, firm or person, and in particular, without limiting the generality of the foregoing, with the Department of the Air Force, the Department of the Navy, the Department of the Army, the National Aeronautics and Space Administration, and with any other departments, officials or agents of The United States of America, as may be concerned with the subject matter of any such negotiation, and to sign any contract with any of the foregoing relating to or resulting from any such negotiation, or any amendment or any cancellation of any such contract, or any document or instrument necessary or incidental thereto, upon instructions, either by writing, teletype, telegram, cable or radio, signed by any elected or appointed officer of the Corporation, or of any Division thereof, directing the Attorney to execute such contract, amendment or cancellation, and any or all such documents or instruments which he shall deem necessary or incidental thereto, all in such form and containing such provisions as he shall determine proper, necessary or advisable subject to such specific limitations, if any, as may be contained in such instructions; and
- (2) to sign and deliver any and all releases, waivers, notices, certificates, statements, declarations and affidavits to be made by the Corporation under or in connection with any contract, transaction or relationship to which the Corporation is or shall be a party, which releases, waivers, notices,

certificates, statements, declarations or affidavits, under the terms of such contracts or by commercial custom or by law, may be signed on behalf of the Corporation by an attorney-in-fact;

hereby revoking and cancelling any and all other powers of attorney heretofore granted by the Corporation to the Attorney; and hereby approving, ratifying and confirming in all respects all acts heretofore performed and steps heretofore taken by the Attorney for and in the name of the Corporation and on its behalf under any power of attorney hereby revoked, and all acts performed and steps taken by the Attorney for and in the name of the Corporation and on its behalf hereunder.

This Power of Attorney shall be construed to continue in full force and effect as to any person dealing with the Attorney up to and including June 30, 1986, unless the same shall be sooner revoked by the Corporation by action of any two of the officers duly authorized to execute this Power of Attorney or by a resolution of its Board of Directors, or of the Executive Committee thereof, and notice of such revocation shall be given to such person.

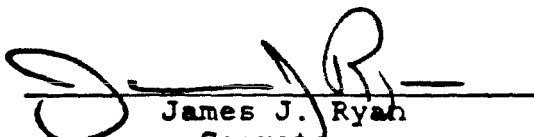
Dated: February 21, 1986

LOCKHEED CORPORATION

By

  
J. G. Twomey  
Vice President

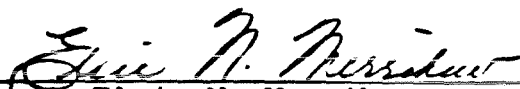
ATTEST:

  
James J. Ryan  
Secretary

STATE OF CALIFORNIA     )  
                                  )   ss:  
County of Los Angeles    )

On this 21st day of February, 1986, before me, the undersigned, a Notary Public in and for the State of California, personally appeared J. G. TWOMEY and JAMES J. RYAN, known to me to be a Vice President and the Secretary, respectively, of Lockheed Corporation, and known to me to be the persons who signed the foregoing Power of Attorney, and they duly acknowledged to me that they executed the foregoing instrument as the act and deed of Lockheed Corporation pursuant to authority granted by its Board of Directors.

WITNESS my hand and official seal.

  
Elsie N. Merrihew  
NOTARY PUBLIC in and for  
the State of California

