

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ

DUPLICATE
ORIGINAL
نسخہ برابر اصل

CASE NO. 29

CHAMBER ONE

AWARD NO. 513-29-1

READING & BATES EXPLORATION CO.,
IRANO-READING & BATES, SSK,
Claimants,
and

NATIONAL IRANIAN OIL COMPANY,
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	24 JUN 1991
	تاریخ ۱۳۷۰ / ۴ / ۲

AWARD ON AGREED TERMS

1. On 31 May 1991 a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal, which was signed by THE AGENT OF THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN and a representative of THE NATIONAL IRANIAN OIL COMPANY on the one hand, and by a representative of READING & BATES CORPORATION, READING & BATES EXPLORATION CO., READING & BATES DRILLING CO., READING & BATES DRILLING LTD. and READING & BATES, INC. on the other, requesting the Tribunal to record a Settlement Agreement dated 31 May 1991 as an Arbitral Award on Agreed Terms pursuant to Article 34, paragraph 1 of the Tribunal Rules "upon the receipt of the following documents (which documents are more specifically mentioned in Article VII and VIII of the Settlement Agreement) or otherwise, as provided in Article XI (ii) and XI (iii) of the Settlement Agreement:

1. The originals of the Claimants' share certificates representing their 50% of the common and all of the preferred stock of Irano-Reading & Bates, S.S.K., duly endorsed to the NIOC by the Claimants.

2. A notarized and legalized Bill of Sale from the Claimants transferring the said shares and other properties to NIOC.

3. Documents demonstrating that attachments and garnishments on the NIOC's funds in Germany have been vacated and that accordingly the Claimants have been paid the Settlement Amount specified in Article II of the Settlement Agreement."

The Settlement Agreement was entered into by the National Iranian Oil Company, on the one hand, and Reading & Bates Corporation (formerly known as Reading & Bates Offshore Drilling Company) ("RBC"), Reading & Bates Exploration Co. ("RBX"), Reading & Bates Drilling Co. ("RBDC"), Reading & Bates Drilling Limited ("RBDL") and Reading & Bates, Inc. ("RBI"), on the other. For the purposes of the Settlement

Agreement, RBC, RBX, RBDC, RBDL and RBI are identified also as representing Irano-Reading & Bates, S.S.K. ("IRB") to the extent that the company is owned by the said corporations. Copies of both the Joint Request and the Settlement Agreement are attached.

2. The Settlement Agreement provides for certain reciprocal obligations of the Parties. Article II states that

[i]n consideration of complete, full, final and definitive settlement, liquidation and satisfaction of all disputes, differences, claims, and matters directly or indirectly raised or capable of arising out of, contained in, related to, or connected with the Claims and Counterclaims, the sum of U.S. \$4,000,000 (Four Million U.S. Dollars only) (hereinafter referred to as the "Settlement Amount") shall be paid to the Claimants out of the NIOC's funds subject to the German attachment ("attached funds") referred to in Article VIII below.

3. Simultaneously with the submission of the Joint Request, the Parties submitted the share certificates and a notarized and legalized Bill of Sale, as mentioned on page II, paragraphs 1 and 2 of the Joint Request. On 13 June 1991, the Tribunal received a letter from the Deutsche Bank, Frankfurt, Germany, with a cover letter from the Claimants. The letter states that the attachment and garnishment on NIOC's funds in Germany have been vacated and that the Claimants have been paid the Settlement Amount specified in Article II of the Settlement Agreement. Therefore the requirements set forth on page II, paragraphs 1, 2 and 3 of the Joint Request have been fulfilled. Copies of both letters are attached to this Award.

4. The Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1 of the Tribunal Rules.

5. Based on the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

- a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties
- b) Upon issuance of the Award on Agreed Terms, the Tribunal's Registry is directed to deliver to the Agent of the Government of the Islamic Republic of Iran the Bill of Sale and the share certificates as required by Article VII of the Settlement Agreement.

Dated, The Hague

21 June 1991

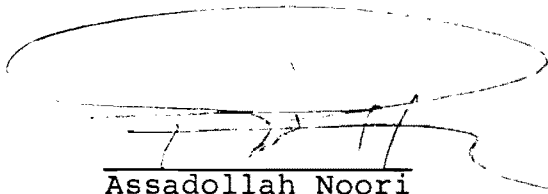


Bengt Broms

Chairman

Chamber One

In the Name of God



Assadollah Noori



Howard M. Holtzmann