

362-214

SAFE

۳۶۲-۲۱۴

Case No. 362of filing: 16 Dec 86\*\* AWARD - Type of Award ON Agreed Terms- Date of Award 16-DEC-864 pages in English4 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: \_\_\_\_\_

- Date \_\_\_\_\_

\_\_\_\_\_ pages in English

\_\_\_\_\_ pages in Farsi

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان دآوری دعاوی ایران - ایالات متحدہ

DUPLICATE  
ORIGINAL

نسخه برابر اصل

CASE NO. 362

CHAMBER TWO

AWARD NO. 278-362-2

COMMONWEALTH ASSOCIATES INC.,  
and COMMONWEALTH ASSOCIATES INC. (IRAN),

Claimants,

and

THE ISLAMIC REPUBLIC OF IRAN,  
THE MINISTRY OF WATER & POWER OF IRAN  
(also known as THE MINISTRY OF ENERGY OF IRAN),  
THE IRAN POWER GENERATION & TRANSMISSION CO.,  
COMIRAN CONSULTING ENGINEERS,  
BANK MELLI,  
BANK IRANSHAHR,  
and BANK TEJARAT,

Respondents.

AWARD ON AGREED TERMS

IRAN-UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	16 DEC 1985 ۱۳۶۵ / ۹ / ۲۵
No.	362
	تاریخ
	شماره

1. COMMONWEALTH ASSOCIATES INC., and COMMONWEALTH ASSOCIATES INC. (IRAN) ("the Claimants") for themselves and on behalf of their parent companies, affiliates and subsidiaries and COMIRAN CONSULTING ENGINEERS, THE MINISTRY OF ENERGY OF IRAN, THE IRAN POWER GENERATION & TRANSMISSION CO., BANK MELLI, BANK TEJARAT (for itself and as successor to BANK IRANSHAHR)<sup>1</sup>, ("the Respondents") have entered into a

Settlement Agreement dated 12 September 1986 and filed 12 December 1986 ("the Settlement Agreement") resolving the matters in dispute between them. Under the terms of the Settlement Agreement, the Claimants and the Respondents have agreed, inter alia, that the Respondents shall pay the Claimants the amount of U.S.\$1,900,000 in full and final settlement of all disputes, differences, claims, and counterclaims arising out of the relationships, transactions, contracts and occurrences related to and which constitute the subject matter of the Statement of Claim and the Settlement Agreement arising between them and against Iran, Iranian entities, instrumentalities, organizations and institutions in connection with this Case including all the Respondents in this Case. In addition, and more specifically, Article VI of the Settlement Agreement records, inter alia, the undertaking of Bank Melli and Bank Tejarat, upon issuance of this Award, to direct Chemical Bank to cancel and discharge Letters of Credit Nos. 862696, 855709, 870615, 826458, 826459 and 879251. The Claimants and Respondents have agreed further that the Claimants shall indemnify the Government of the Islamic Republic of Iran, Iranian entities and instrumentalities against any claims that may be raised by the Claimants or third persons in connection with the Statement of Claim in this Case and covered by the Settlement Agreement.

---

<sup>1</sup>Bank Melli and Bank Tejarat signed the Settlement Agreement "only for the purpose of implementation of undertakings contained in Article VI thereof".

2. On 12 December 1986 the Parties filed a Joint Request signed by representatives of the Claimants on the one hand and the Respondents and the Agent of the Islamic Republic of Iran, on the other, 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. Copies of the Settlement Agreement together with the Joint Request are attached hereto.

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

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

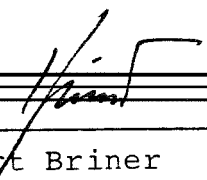
5. For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on all the Parties in full settlement of the entire Case. Consequently, the Respondents, COMIRAN CONSULTING ENGINEERS, THE MINISTRY OF ENERGY OF IRAN, THE IRAN POWER GENERATION & TRANSMISSION CO., shall pay the Claimants, COMMONWEALTH ASSOCIATES INC., and COMMONWEALTH ASSOCIATES INC. (IRAN) the amount of One million nine hundred thousand United States Dollars and no cents (U.S.\$1,900,000) 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.

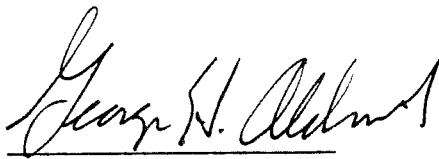
This Award is hereby submitted to the President of the Tribunal for the purpose of notification to the Escrow Agent.

Dated, The Hague  
16 December 1986



---

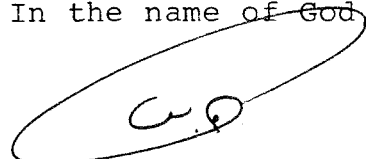
Robert Briner  
Chairman



---

George H. Aldrich

In the name of God



---

Hamid Bahrami-Ahmadi

213

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	12 DEC 1986 ۱۳۶۵ / ۹ / ۲۱
No.	362

IN THE NAME OF GOD

Before  
Iran-U.S. Claims Tribunal  
The Hague

Claim No. 362  
Chamber Two

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to the Article 34 of the Tribunal Rules of Procedure, Commonwealth Associates, Inc., a Corporation organized and existing under the laws of the State of Michigan, U.S.A., and Commonwealth Associates Inc (Iran), a Corporation organized and existing under the laws of the State of Delaware for themselves and on behalf of their parents, affiliates and subsidiaries, whether or not named in the Statement of Claim No.362 (hereinafter collectively called "Claimants"), and Comiran Consulting Engineer, the Ministry of Energy of Iran, and Iran Power Generation and Transmission Company (hereinafter collectively called "Respondents"), Bank Melli Iran and Bank Tejarat as successor to Bank Iranshahr jointly request that the Iran-U.S. Claims Tribunal ("the Tribunal") issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties.

On September 12, 1986 Claimants and Respondents entered into a Settlement Agreement, a copy of which is attached hereto, providing that Claimants will be paid the amount of one million, nine hundred thousand U.S. dollars (US \$ 1,900,000) (hereinafter the "Settlement Amount"), in complete, full and final settlement of all disputes, differences, claims and counterclaims now existing or capable of arising, between

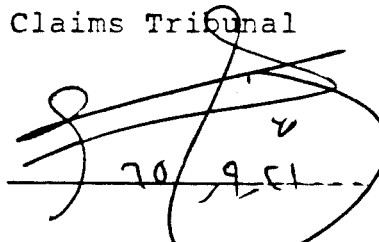
 C  
S/S

them and Iran, Iranian entities, instrumentalities and organizations in connection with Case No. 362 and which are subject matter of the Settlement Agreement.

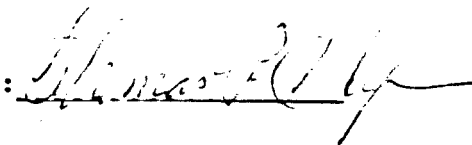
The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms, with payment to Commonwealth Associates, Inc., for itself and on behalf of Commonwealth Associates (Iran) to be made from the Security Account.

Respectfully submitted,

2-  
3-  
2-  
Mohammad K. Eshragh  
Agent of the Government  
of the Islamic Republic  
of Iran to the Iran-U.S.  
Claims Tribunal

  
70, 951  
Ministry of Energy of Iran

Commonwealth Associates  
Inc (Commonwealth)

By : 

Commonwealth Associates  
Inc. (Iran) (Commonwealth  
Iran)

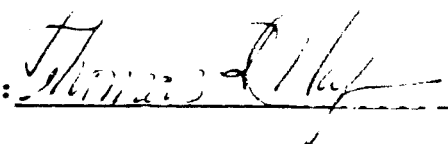
By : 

Iran Power Generation and  
Transmission Company (Tavanir)

By : 

Comiran Consulting Engineers  
(Comiran)

By : 

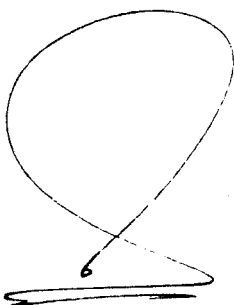
By : 

Bank Melli Iran

By : 

Bank Tejarat

By : 





IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و داری ایران - ایالات متحده
ثبت شد - FILED	
Date	12 DEC 1986 ۱۳۶۵ / ۹ / ۲۱
No.	362

IN THE NAME OF GOD

IRAN-U.S. CLAIMS TRIBUNAL

SETTLEMENT AGREEMENT OF CASE NO. 362 CHAMBER 2

This Settlement Agreement made this 12th day of September 1986 by and between (1) Comiran Consulting Engineer ("Comiran"), (2) the Ministry of Energy of Iran, and (3) Iran Power Generation and Transmission Company (Tanavir), hereinafter called "Respondents", on one part and (1) Commonwealth Associates Inc., (Commonwealth), a U.S. Corporation organized and existing under the laws of the State of Michigan, U.S.A., and (2) Commonwealth Associates Inc., (Iran) (Commonwealth Iran), a U.S. Corporation organized and existing under the laws of the State of Delaware, 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. 362.

WHEREAS, Claimants have raised certain claims as contemplated in the Statement of Claim filed with the Iran-U.S. Claims Tribunal (hereinafter "the Tribunal"), under Case No. 362 (hereinafter the Statement of Claim) against Respondents, the Islamic Republic of Iran "Iran"; Bank Melli Iran, Bank Iranshahr and Bank Tejarat;

WHEREAS, Respondents in responding to the Statement of Claim, have filed their Statements of Defence, and raised certain counterclaims against Claimants;

WHEREAS, the Parties (the Parties being defined as Claimants and Respondents) have agreed to settle all their claims, counterclaims, disputes, differences outstanding or capable of arising between them and/or against Bank Melli Iran, Bank Iranshahr, Bank Tejarat, Iran, Iranian entities, organizations, institutions and in general all claims contained in the Statement of Claim and subsequent submissions and the Statements of Defence filed with the Tribunal.

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:

To settle, dismiss and terminate forever and with prejudice all disputes, differences, claims, counterclaims 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, subsequent submissions, and the Statement of Defense filed with the Tribunal, between the parties and against Iran, Iranian entities, organizations, institutions and instrumentalities, including all Respondents in Case No. 362.

#### ARTICLE II

The Parties agree to submit this Settlement Agreement to the Tribunal on or before December 12, 1986 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

Handwritten signature and initials at the bottom left of the page.

Handwritten initials at the bottom right of the page.

submitted by such date, or within such additional time as the Parties may agree in writing or by telex, 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.

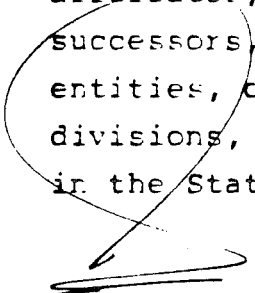


---

### ARTICLE III

In full, complete and final settlement of all disputes, differences, claims and counterclaims arising out of the relationships, transactions, contracts and occurrences related to and subject matter of the Statement of Claim and this Settlement Agreement, and in consideration of the covenants, premises, transfers, waivers, withdrawals, and other agreements contained herein, the sum of one million nine hundred thousand dollars (US\$.1,900,000) hereinafter the Settlement Amount shall be paid to Claimants out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated January 19, 1981.

### ARTICLE IV

(i) Upon the issuance of the Award on Agreement 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) as well as against Iran, Iranian entities, organizations, instrumentalities, institutions and divisions, and/or against all persons named as Respondents in the Statement of Claim 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 court in the United States of America or~~ the Islamic Republic of Iran in relation to disputes, differences, claims and counterclaims related to the Statement of Claim subsequent submissions and Statement of Defence or any past dealings which are the scope and subject matters of 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, and their Related Persons 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 court in the United States of America or the Islamic Republic of Iran in relation to disputes, differences, claims and counterclaim related to the Statement of Claim subsequent submissions and Statement of Defence or any past dealings which are the scope and subject matters of this Settlement Agreement.

#### ARTICLE V

(i) Claimants shall indemnify and hold harmless Respondents and their Related Persons as well as Iran, Iranian entities, organizations, instrumentalities, institutions, and divisions against any claims which Claimants, their subsidiaries, affiliates, assignees, transferees, successors, agents, their parent companies, or any other person or entity of whichever description, in any way controlled,







directly or indirectly by Claimants or any of the above described subsidiaries, affiliates, assignees, transferees, successors, Agents or Parent Companies, may raise or take against the Respondents, their Related Persons, Iran, Iranian entities, organizations, instrumentalities, and/or against all persons named as Respondent in the Statement of Claim in connection with and under the same cause or causes of action contained in the Statement of Claim and/or matters which are the scope and subject matter of this Settlement Agreement.

(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 causes 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 VI

Upon the issuance of the Award on Agreed Terms by the Tribunal, the letters of credits and bank guarantees which have been the subject matters of the Statement of Claim and this Settlement Agreement shall be declared discharged, cancelled, and of no further force and effect. Therefore, Claimants' claims against Bank Melli Iran, Bank Iranshahr Iran, and Bank Tejarat shall be dismissed, withdrawn and terminated with prejudice.

Bank Melli Iran, Bank Iranshahr and Bank Tejarat shall be released and forever discharged from any rights, obligations, and interests, past, present or future or any other matters which have been raised, could have been raised




or may in future raise in relation to the subject matters of the case and/or this Settlement Agreement, upon the issuance of the Award on Agreed Terms.

Upon the issuance of the Award on Agreed Terms by the Tribunal, Bank Melli and Bank Tejarat for itself and as

~~successor to Bank Iranshahr irrevocably direct Chemical Bank~~

to cancel and discharge stand by letters of Credit numbers 862696 in the amount of five million rials, 855709 in the amount of US\$.751,490.00, 870615 in the amount of US4.664,589.00, 826458 in the amount of 3,048,750 rials, 826459 in the amount of three million rials and 879251 in the amount of US\$.730,000.00, and this Agreement may be presented to Chemical Bank by Commonwealth at any time after approval of this Settlement Agreement by the Tribunal to accomplish such cancellation.

#### ARTICLE VII

In consideration of the covenants, premises and other agreements contained in this Settlement Agreement, upon the issuance of the Award on Agreed Terms by the Tribunal, Claimants, Respondents and Iran, Iranian entities, organizations, instrumentalities, institutions and divisions shall be released and forever discharged from any rights, obligations, and interests, past, present or future or any other matters which have been raised, could have been raised or may in future raise in relation to the subject matters of the case and/or this Settlement Agreement as contemplated in Article I above.







ARTICLE VIII



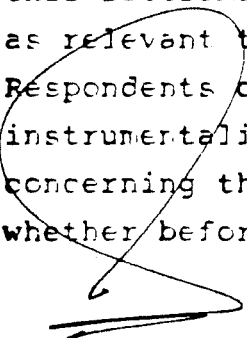
Upon the issuance of the Award on Agreed Terms, Claimants and Respondents shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims asserted before the Iran-U.S. Claims Tribunal, United States courts or elsewhere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

ARTICLE IX

In this Settlement Agreement the Claimant's dues for Iranian taxes and Social Security Organization premiums have been taken into account and deducted from the Settlement Amount. Therefore, Respondents agree that all Iranian taxes and Social Security Organization premiums will be paid or otherwise satisfied by Respondent

ARTICLE X

This Settlement Agreement is for the sole purpose of settling the disputes at issue in Case No. 362. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument Respondents or the Islamic Republic of Iran, its agencies, instrumentalities, entities has raised, or may raise, concerning the jurisdiction or the merits of other cases whether before the Tribunal or any other forum.



ARTICLE XI



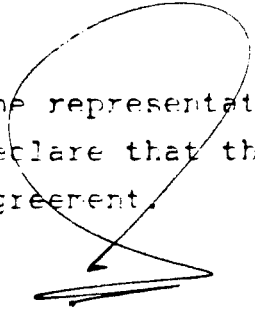
The Parties agree that this Settlement Agreement shall be approved and ratified by Iranian authorities. Should for any reason whatsoever they choose not to confirm this Settlement Agreement, then it shall become null and void, and in that event no party to this Settlement Agreement may rely upon, cite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

ARTICLE XII

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 XIII

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





ARTICLE XIV

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 Energy  
of Iran

By : [Signature]

Iran Power Generation and  
Transmission Company  
(Tavanir)

By : [Signature]

Comiran Consulting  
Engineers (Comiran)

By : [Signature]

Bank Tejarat

By : [Signature]

Bank Melli Iran

By : [Signature]

Commonwealth Associates  
Inc. (Commonwealth)

By : [Signature]

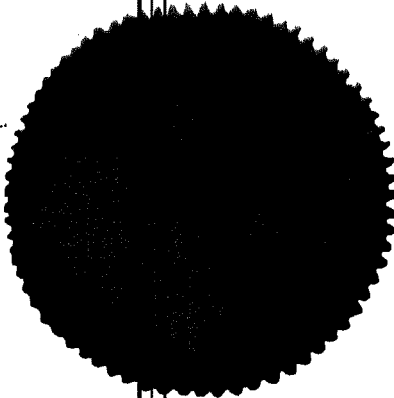
Commonwealth Associates  
Inc. (Iran) (Commonwealth  
Iran)

By : [Signature]

. Only for the purpose of  
. Implementation of under-  
. takings contained in  
. Article VI thereof

On behalf of Bank Tejarat.

State of Pennsylvania, }  
COUNTY OF BERKS } BB.



I, Prothonotary of the County of Berks

and Clerk of the Court of Common Pleas of the said County, which is a Court of Record, having a seal, do hereby certify, that Maryanne Cassatini before whom the annexed affidavit or acknowledgment was made, was at the time of so doing a Notary Public, in and for the County and State aforesaid, duly commissioned, sworn and qualified, and authorized to take acknowledgments of deeds or conveyances for lands, tenements and hereditaments in said State of Pennsylvania, and to administer oaths and affirmations. And further, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature thereto is genuine, and that said oath or affirmation purports to be taken in all respect as required by the laws of the State of Pennsylvania.

That to the best of my knowledge the seal attached hereto is the Official seal of said Notary. That the laws of the State of Pennsylvania do not require the notary to file an impression of his seal with the Clerk of Court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal

of said Court, at Reading, this 4th day of Sept A.D. 1986

James W. Gysen Prothonotary

COMMONWEALTH ASSOCIATES INC. (IRAN)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being President of COMMONWEALTH ASSOCIATES INC. (IRAN), a corporation organized and existing under the laws of the State of Delaware, United States of America, does hereby affirm that THOMAS F. HAFER, a citizen of the United States of America, residing at 79 Flint Ridge Drive, Shillington, Pennsylvania, 19607, U.S.A., and identified by Passport Number 179485, has been duly appointed Agent for this corporation and does have and ~~possess all powers necessary to act as the true and lawful~~ agent and attorney in fact for said corporation, for it and in its name and on its behalf to negotiate, compromise and settle all matters outstanding at issue or in controversy with or between this corporation and The Islamic Republic of Iran, the Iran Power Generation and Transmission Company TAVANIR, F. and H. R. Farman-Farmaian, and COMIRAN Engineers and Consultants with respect to contracts for engineering services on projects known respectively as Gachsaran-Shiraz Transmission Line Project, Mazandaran (Neka) Power Plant Project, Tabriz Power Plant Project, and Bushehr Power Plant Project, and to do such other acts in relation thereto as to him may seem necessary.

COMMONWEALTH ASSOCIATES INC. (IRAN)

By:

*Dallas J. Stephens*  
Dallas J. Stephens  
President

ATTEST:

*J. R. Itin*  
J. R. Itin  
Assistant Treasurer

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF BERKS

:

On this *2nd* day of *September*, 1986, before me personally appeared DALLAS J. STEPHENS and J. R. ITIN to me personally known and who, being by me duly sworn, did say that they are President and Assistant Treasurer respectively, of COMMONWEALTH ASSOCIATES INC. (IRAN) and that the seal affixed to said instrument is the corporation seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be their free act and deed and the free act and deed of said corporation.

*Marijane Casantini*

MARIJANE CASANTINI  
Notary Public, Reading, Berks Co.  
My Commission Expires February 19, 1990

HARRISBURG, September 4, 1986

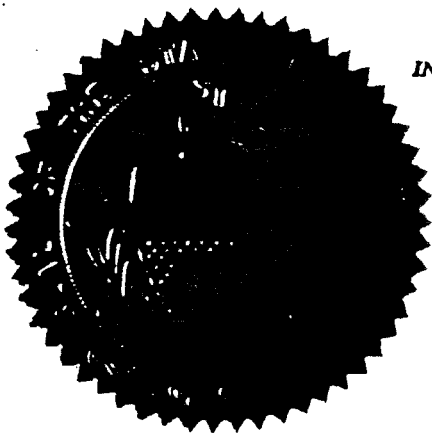
Pennsylvania, ss:

I, -----ROBERT A. GLEASON, JR.-----, Secretary of the Commonwealth of Pennsylvania, having the custody of the Great Seal of Pennsylvania

DO HEREBY CERTIFY, That -----THOMAS W. GAJEWSKI-----

now is, and was at the time of the execution of the foregoing certificate, the duly elected and commissioned PROTHONOTARY OF THE COURT OF COMMON PLEAS, in and for the COUNTY of BERKS, in the Commonwealth of Pennsylvania, U. S. A., which is a court of law and record having a seal, and as such officer has the legal custody of the records and the official seal thereof:

AND DO FURTHER CERTIFY, That I verily believe the seal impressed upon the foregoing certificate, is genuine.

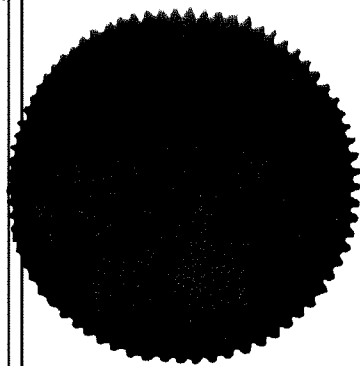


IN TESTIMONY WHEREOF, I have hereunto

set my hand and caused the Great Seal of Pennsylvania to be affixed, the day and year above written.

  
Secretary of the Commonwealth

State of Pennsylvania, }  
COUNTY OF BERKS } BB.



**I, Prothonotary of the County of Berks**

and Clerk of the Court of Common Pleas of the said County, which is a Court of Record, having a seal, do hereby certify, that Maryann Casantini before whom the annexed affidavit or acknowledgment was made, was at the time of so doing a Notary Public, in and for the County and State aforesaid, duly commissioned, sworn and qualified, and authorized to take acknowledgments of deeds or conveyances for lands, tenements and hereditaments in said State of Pennsylvania, and to administer oaths and affirmations. And further, that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature thereto is genuine, and that said oath or affirmation purports to be taken in all respect as required by the laws of the State of Pennsylvania.

That to the best of my knowledge the seal attached hereto is the Official seal of said Notary. That the laws of the State of Pennsylvania do not require the notary to file an impression of his seal with the Clerk of Court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Reading, this 4<sup>th</sup> day of Sept A.D. 1986

Thomas W. Bryant

Prothonotary

1-A No. 40732

HARRISBURG, September 4, 1986

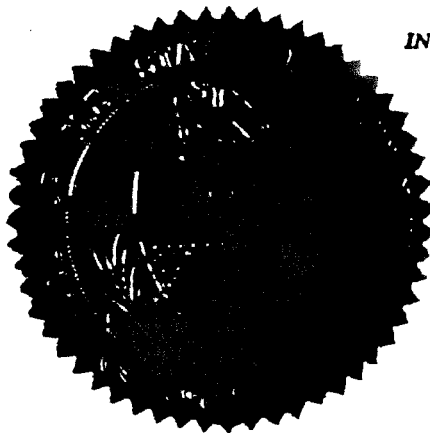
Pennsylvania, ss:

I, -----ROBERT A. GLEASON, JR.-----, Secretary of the Commonwealth of Pennsylvania, having the custody of the Great Seal of Pennsylvania

DO HEREBY CERTIFY, That -----THOMAS W. GAJEWSKI-----

now is, and was at the time of the execution of the foregoing certificate, the duly elected and commissioned PROTHONOTARY OF THE COURT OF COMMON PLEAS, in and for the COUNTY of BERKS, in the Commonwealth of Pennsylvania, U. S. A., which is a court of law and record having a seal, and as such officer has the legal custody of the records and the official seal thereof:

AND DO FURTHER CERTIFY, That I verily believe the seal impressed upon the foregoing certificate, is genuine.



IN TESTIMONY WHEREOF, I have hereunto

set my hand and caused the Great  
Seal of Pennsylvania to be affixed,  
the day and year above written.

  
Secretary of the Commonwealth

COMMONWEALTH ASSOCIATES INC.

Now Known As

GILBERT/COMMONWEALTH INC. OF MICHIGAN

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being President of GILBERT/COMMONWEALTH INC. OF MICHIGAN, a corporation organized and existing under the laws of the State of Michigan, United States of America, does hereby affirm that THOMAS F. HAFER, a citizen of the United States of America, ~~residing at 79 Flint Ridge Drive, Shillington, Pennsylvania,~~ 19607, U.S.A., and identified by Passport Number 179485, has been duly appointed Agent for this corporation and does have and possess all powers necessary to act as the true and lawful agent and attorney in fact for said corporation, for it and in its name and on its behalf to negotiate, compromise and settle all matters outstanding at issue or in controversy with or between this corporation and The Islamic Republic of Iran, the Iran Power Generation and Transmission Company TAVANIR, F. and H. R. Farman-Farmaian, and COMIRAN Engineers and Consultants with respect to contracts for engineering services on projects known respectively as Gachsaran-Shiraz Transmission Line Project, Mazandaran (Neka) Power Plant Project, Tabriz Power Plant Project, and Bushehr Power Plant Project, and to do such other acts in relation thereto as to him may seem necessary.

GILBERT/COMMONWEALTH INC.  
OF MICHIGAN

By: Charles D. Williams  
Charles D. Williams  
President

ATTEST:

W. K. Burkhart  
Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF BERKS

:

On this 2nd day of September, 1986, before me personally appeared CHARLES D. WILLIAMS and W. K. BURKHART to me personally known and who, being by me duly sworn, did say that they are President and Assistant Secretary respectively, of GILBERT/COMMONWEALTH INC. OF MICHIGAN and that the seal affixed to said instrument is the corporation seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be their free act and deed and the free act and deed of said corporation.

Marijane Casantini

MARIJANE CASANTINI  
Notary Public, Reading, Berks Co.  
My Commission Expires February 19, 1990