

473-72

ORIGINAL DOCUMENTS IN SAFE

72

Case No. 473Date of filing: 26 Jan 89** AWARD

- Type of Award

on Agreed Terms

- Date of Award

25.1.893

pages in English

3

pages in Farsi

** DECISION

- Date of Decision

_____ pages in English

_____ pages in Farsi

** CONCURRING OPINION of _____

- Date

_____ pages in English

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** SEPARATE OPINION of _____

- Date

_____ pages in English

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** DISSENTING OPINION of _____

- Date

_____ pages in English

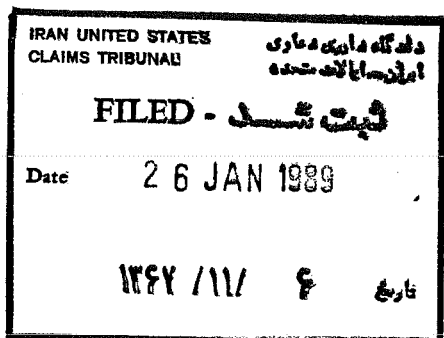
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** OTHER; Nature of document: _____

- Date

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Case No. 473

72

Chamber One

Award No. 408-473-1

BLOUNT BROTHERS CORPORATION,
Claimant,
and

IRAN AIR, THE AIRLINES OF
THE ISLAMIC REPUBLIC OF IRAN
Respondent.



AWARD ON AGREED TERMS

1. On 4 January 1989 a Joint Request for an Arbitral Award on Agreed Terms was filed with the Tribunal, signed by a representative of BLOUNT BROTHERS CORPORATION, on the one hand, and on the other by the AGENT OF THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN and a representative of IRAN AIR, THE AIRLINE OF THE ISLAMIC REPUBLIC OF IRAN. In the Joint Request BLOUNT BROTHERS CORPORATION (hereinafter referred to as "the Claimant") on the one part, and IRAN AIR, THE AIRLINE OF THE ISLAMIC REPUBLIC OF IRAN (hereinafter referred to as "the Respondent") on the other, jointly request the Tribunal to record a Settlement Agreement dated 18 October 1988 as an Arbitral Award on Agreed Terms pursuant to Article 34, paragraph 1 of the Tribunal Rules. The Parties to the Settlement Agreement are the same as the Parties to the Joint Request. Copies of the Joint Request and the Settlement Agreement are attached.

2. Pursuant to submissions filed by the Agent of the Government of the Islamic Republic of Iran and by the Claimant on 4 January 1989, the time limit referred to in Article Ten of the Settlement Agreement was extended to 10 January 1989.

3. The Settlement Agreement provides for certain reciprocal obligations of the Parties, including a statement in Article Three, that "[i]n consideration of the covenants, promises and other agreements contained in this settlement Agreement the parties shall waive, withdraw and dismiss, forever and with prejudice all and any disputes, differences, claims and counterclaims now existing or capable of arising in connection with the Scope and Subject matter of this Settlement Agreement."

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

Based on the foregoing,


THE TRIBUNAL AWARDS AS FOLLOWS:

(i) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties.

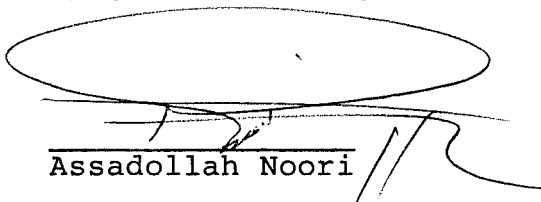
(ii) The proceedings in Case No. 473 are terminated in their entirety.

Dated, The Hague

25 January 1989


Bengt Broms
Chairman
Chamber One

In the Name of God


Assadollah Noori


Howard M. Holtzmann

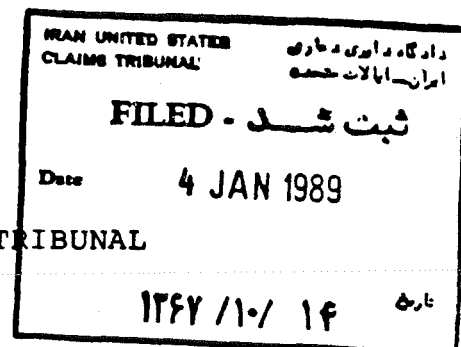
IN THE NAME OF GOD

BEFORE

IRAN-UNITED STATES CLAIMS TRIBUNAL

THE HAGUE

CASE NO. 473 CHAMBER ONE



JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal's Rules of Procedure, Blount Brothers Corporation ("Claimant") and Iran Air, the Airline of the Islamic Republic of Iran ("Respondent") jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the parties.

On October 18, 1988 Claimant and Respondent entered into a Settlement Agreement, a copy of which is attached hereto, providing that both Claimant and Respondent shall waive and withdraw all their claims and counterclaims filed with Iran-U.S. Claims Tribunal ("the Tribunal") in complete and final settlement of all disputes, differences and all their claims and counterclaims raised under the Construction Management Agreement dated 13 March 1976, in connection with Case No. 473, filed with the Tribunal. Iran Air further undertakes not to pursue any of its counterclaims any further.

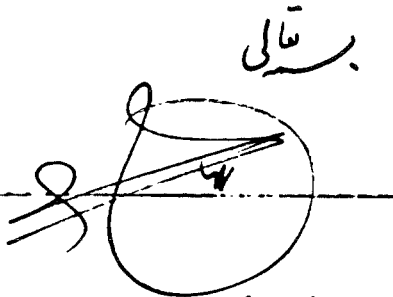
The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms.

Respectfully submitted,

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

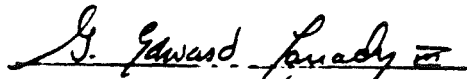
Blount Brothers Corporation

By



Date ۱۳۶۷ / ۱۰ / ۱۴

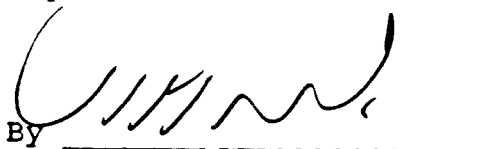
By


G. Edward Cassady, III
Attorney-in-fact

Date 18 October 1988

Iran Air,
The Airline of the Islamic
Republic of Iran

By


Mohammad Reza Askari
Director, Foreign Legal
Affairs

Date

18 Oct 88

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

| | |
|---------------------------------------|---|
| IRAN UNITED STATES CLAIMS TRIBUNAL | دائرة داری و داری ایران - ایالات متحده |
| ثبت شد - FILED | |
| Date | 4 JAN 1989 |
| تاریخ ۱۳۶۷ / ۱۰ / ۱۴ | |

This Settlement Agreement (the "Agreement") made this 18th day of October 1988 by and between the Blount Brothers Corporation (hereinafter called "Claimant") and Iran Air, the Airline of the Islamic Republic of Iran (hereinafter called "Respondent"), representing themselves, their subsidiaries, parents and affiliates, before the Iran-U.S. Claims Tribunal ("The Tribunal") in Case No. 473.

WHEREAS, Claimant has raised certain claims against Iran National Airlines Corporation more particularly mentioned in a Claim submitted to Tribunal and registered under Case No. 473,

WHEREAS, Respondent has filed its Statement of Defence on jurisdiction and on the merits and raised certain counter-claims in Case No. 473,

WHEREAS, the parties have agreed to settle all their claims, disputes and/or counterclaims outstanding or capable of arising between the parties and/or their affiliates and/or their parents and/or their subsidiary companies under Construction Management Agreement dated 13 March 1976 in connection with Case No. 473, and Iran Air has agreed not to pursue its counterclaims any further,

WHEREAS, Article 34 of the Tribunal Rules, allows the parties to make out-of-court settlements and, if requested by both parties, the Tribunal may record the settlement in the form of an Arbitral Award on Agreed Terms,

THEREFORE, the parties agree as follows:

Article One:

The scope and subject matter of this Settlement Agreement is to settle, dismiss and terminate forever and with prejudice all disputes, differences, claims and counter-claims, outstanding and/or capable of arising between the parties and/or their affiliates and/or their parent companies and/or their subsidiary companies, in connection with or arising out of the Construction Management Agreement dated March 13, 1976 concluded between the parties hereto which forms the basis of Case No. 473. Iran Air further undertakes not to pursue any of its counterclaims any further. It is understood that Respondent's waiver in connection with tax claims under this Settlement Agreement shall be limited to the taxes claimed under the Construction Management Agreement, dated 13 March, 1976. (Hereinafter referred to as "the Scope and Subject Matter of this Settlement Agreement").

Article Two:

The parties agree to submit, not later than 45 days from the date hereof, this Settlement Agreement to the Iran-U.S. Claims Tribunal to be recorded as an Arbitral Award on Agreed Terms.

Article Three:

In consideration of the covenants, promises and other agreements contained in this settlement Agreement the parties shall waive, withdraw and dismiss, forever and with prejudice all and any disputes, differences, claims and counterclaims now existing or capable of arising in connection with the Scope and Subject matter of this Settlement Agreement.

:

Article Four

Upon issuance of the Award on agreed terms, the Claimant and the Respondent shall cause, without delay and with prejudice, all proceedings between the parties and against the Government of Islamic Republic of Iran and its entities and instrumentalities in all courts, fora, or before any authority or administrative body to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the 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, in relation to the disputes, claims or counterclaims related to the Scope and Subject matter of this Settlement Agreement.

Article Five:

Upon issuance of the Award on Agreed Terms, the Claimant or Respondent and Claimant's or Respondent's directors, officers, employees, successors, assigns, transferees, subsidiaries, affiliates, agents and parent companies shall release and forever discharge each other and the Government of Islamic Republic of Iran from any rights or obligations, past or present and/or any other matters which have been raised or which could have been raised related to the Scope and Subject matter of this Settlement Agreement.

Article Six:

Upon issuance of the Award on Agreed Terms, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement shall become self-executing. After issuance of the Award on agreed terms by the Tribunal, no further document needs to be executed in implementing this Agreement.

Article Seven:

Upon issuance of the Award on Agreed Terms, the parties in Case No. 473 shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecuting or defence of the claims or counterclaims asserted (or which might have been asserted) before the Tribunal, U.S. courts or elsewhere with respect to matters involved in Case No. 473.

Article Eight:

Claimant's acceptance of this Settlement Agreement is contingent upon the Tribunal dismissing Case No. 473. If the Tribunal does not dismiss Case No. 473, then this Settlement Agreement shall be null and void.

Article Nine:

It is agreed that this Settlement Agreement is made in the spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that in any event it shall not effect any position of parties in any matter other than Case No. 473. The parties further agree that they shall not use, or cause any party to use this Settlement Agreement in the prosecution or defence of any other cases before the Tribunal or any other forum, except that the parties may use this Agreement for the purpose of implementing its terms.

Article Ten:

Unless otherwise agreed upon between the parties hereto this agreement shall become completely null and void if not approved by the appropriate Iranian authorities and if not filed by Respondent within 45 days from the date

hereof and, in that event, no party to this Agreement may rely upon, cite or publish its terms.

Article Eleven:

For the purpose of construction and interpretation of this agreement the entire agreement and the articles thereof shall be read and construed as a whole.

Article Twelve:

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

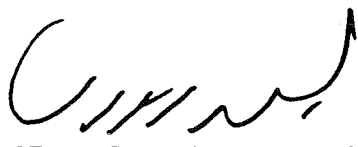
Article Thirteen:

The parties agree that this Settlement Agreement represents their entire agreement and supercedes all prior negotiations and discussions.

Article Fourteen:


This Agreement has been written and signed in both languages of Persian and English and each text shall have the same equal validity.

Iran Air,
The Airline of the Islamic
Republic of Iran

By 
Mohammad Reza Askari
Director, Foreign Legal
Affairs

Date: 18 Oct 88

Blount Brothers Corporation

By 
G. Edward Cassidy, III
Attorney-in-fact

Date: 18 October 1988

BLOUNT BROTHERS CORPORATION
2511 FAIRLANE DRIVE
PO BOX 949
MONTGOMERY AL 36192 1201
205 272 8000

Please deliver to:

A. Henry Gaede, Jr.
Hotel Des Indes
Hague, Netherlands
Room 105

October 15, 1988

BLOUNT
CONSTRUCTION & ENGINEERING

TO WHOM IT MAY CONCERN:

Please accept this letter as authority for either A. Henry Gaede, Jr. or G. Edward Cassady, III to execute a settlement agreement on behalf of Blount Brothers Corporation in Case Number 473 Chamber One, Iran-United States Claims Tribunal.

A copy of this letter may be given to any party who has interest in knowing the authority of either Mr. Gaede or Mr. Cassady to execute a settlement on behalf of Blount Brothers Corporation.

Very truly yours,



R. William Van Sant
President
Blount Brothers Corporation

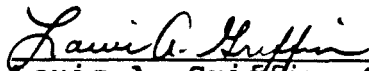
CERTIFICATION

BLOUNT, INC.

I, Louis A. Griffin, Secretary of Blount, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), DO HEREBY CERTIFY that the following is a true and correct copy of a resolution adopted by the Board of Directors of the Corporation at a Regular Meeting on the 31st day of October 1988, and that said resolution has not been in any way revoked, amended or rescinded and is still in full force and effect:

RESOLVED, that the Board of Directors of Blount, Inc., a corporation organized under the laws of the State of Delaware, United States of America, and successor by merger to Blount Brothers Corporation, hereby ratifies, confirms and approves the authority for either A. Henry Gaede, Jr. or G. Edward Cassady III to execute a settlement agreement on behalf of Blount Brothers Corporation in Case Number 473 Chamber One, Iran-United States Claims Tribunal that was granted by R. William Van Sant in his letter to A. Henry Gaede, Jr. dated October 15, 1988.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of the Corporation this 15th day of November 1988.


Louis A. Griffin, Secretary

(CORPORATE SEAL)