



ORIGINAL DOCUMENTS

Case No. 87

Date of filing: 21 Dec 84

** AWARD - Type of Award Agreed terms
- Date of Award _____
5 pages in English 5 pages in Farsi
1 exhibit

** 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

DUPLICATE
ORIGINAL
نسخہ برابر اصل

CASE NO. 87
SPECIAL CHAMBER
AWARD NO. 157-87-SC

NATIONAL CORPORATION FOR HOUSING
PARTNERSHIPS, THOMAS J. DILLON
and NCHP/DILLON JOINT VENTURE,
Claimants,
and
THE MINISTRY OF MINES AND INDUSTRIES
OF IRAN, THE MINISTRY OF HOUSING AND
URBAN DEVELOPMENT OF IRAN, and THE
ISLAMIC REPUBLIC OF IRAN,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعای ایران - ایالات متحدہ
ثبت شد - FILED	
Date	۱۳۶۲ / ۹ / ۳۰
21 DEC 1984	
No.	87

AWARD ON AGREED TERMS

On 7 December 1984 a Joint Request for an Arbitral Award on agreed terms was filed with the Tribunal, signed by NATIONAL CORPORATION FOR HOUSING PARTNERSHIPS, THOMAS J. DILLON and NCHP/DILLON JOINT VENTURE, the Claimants in Case No. 87, and the Agent of THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN and AKAM MASKAN COMPANY. Attached to the Joint Request was a Settlement Agreement dated 1 September 1984 signed by the Claimants; the Agent of THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN on behalf of THE ISLAMIC REPUBLIC OF IRAN, THE MINISTRY OF MINES AND INDUSTRIES OF IRAN, and THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT OF IRAN, the Respondents in Case No. 87; and AKAM MASKAN COMPANY, described as "a company organised and existing under the laws of Iran ... [which] has direct and immediate interests in the instant case". Copies of the Joint Request and Settlement Agreement are annexed hereto.

The Settlement Agreement provides for certain reciprocal obligations of the Parties, and is stated to be in "complete and final settlement of all claims and counterclaims now pending or capable of arising in Case No. 87".

Article 4 of the Settlement Agreement imposes the following conditions:

"At the time the Parties submit the Joint Request for an Arbitral Award Upon Agreed Terms, Claimants shall deposit with the Tribunal all items listed in the Annex hereto, consisting of technical data and information, specifications, plans, and drawings related to the construction under the Imperial Guard Housing Contract signed between Akam-Dillon Construction Company and the Iranian Ministry of Housing and Urban Development, which have been agreed upon by the Parties, and of which Claimants have legal custody and control, to be held by the Tribunal on behalf of the Claimants pending the Tribunal's action on the Parties' Joint Request. Immediately following notification of payment to the Claimants, the Tribunal shall release those items deposited by Claimants to Akam and Respondents."

A package of documents was deposited with the Tribunal by the Claimants on 10 December 1984.

Article 5C of the Settlement Agreement provides as follows:

"Should this Settlement Agreement not be signed on behalf of Respondents by the Agent of the Government of the Islamic Republic of Iran to the Iran-United States Claims Tribunal and submitted to the Tribunal together with a Joint Request for an Award upon Agreed Terms within twenty-five (25) days of the date that it is signed by the representatives of Akam Maskan Company and Claimants, it shall be void and without further force and effect."

The Settlement Agreement was signed by AKAM MASKAN COMPANY on 1 September 1984 and by the Claimants on 16 November 1984. Filed together with the Settlement Agreement was a letter dated 30 November 1984 from the Attorney for the Claimants to the Agent of THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, which states as follows:

"This will confirm that, notwithstanding Article 5C of the Settlement Agreement, it is acceptable to the Claimants in Case No. 87 that the Settlement Agreement has been signed by you on behalf of the Respondents and will be submitted to the Tribunal together with a Joint Request for Arbitral Award on Agreed Terms more than 25 days after the date it was signed by the representatives of the Akam-Maskan Company."

The Tribunal accepts this letter as a modification of the terms of Article 5C of the Settlement Agreement.

Paragraph 6 of the Joint Request states as follows:

"The parties to this joint request solicit that the tribunal should make the issuance of award on the basis of the appended agreement subject to the filing of request by Mr. Robert R. Schott for final and unconditional withdrawal and waive and discharge of respondents regarding his claim in respect of 5% of his share in case No. 268. In case of non issuance of the relevant award in case 87, the claimant's request of withdrawal in case No. 268, shall become void and the

validity of his claim shall be observed as to the date of arising."

On 7 December 1984 ROBERT R. SCHOTT, the Claimant in Case No. 268, filed with the Tribunal a "Notice of Withdrawal of Claim", withdrawing that part of his claim relating to his 5% ownership interest in Akam-Dillon Construction Company, now AKAM MASKAN COMPANY, described as Section G, paragraphs a) and f) of the Statement of Claim in Case No. 268. The withdrawal is stated to be conditional upon the rendering of an Arbitral Award on agreed terms in Case No. 87.

By a separate Order the Tribunal is giving effect to the partial withdrawal of Case No. 268.

This Case has been transferred to the Special Chamber for the purpose of dealing with the Settlement Agreement by virtue of Presidential Order No. 33 of 6 December 1984.

By virtue of Presidential Order No. 36 of 20 December 1984 Mr. Hamid Bahrami Ahmadi has acted as a Member of the Special Chamber in relation to this case in place of Mr. Parviz Ansari Moin.

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

For the foregoing reasons,

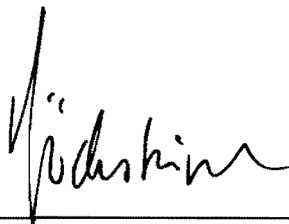
THE TRIBUNAL AWARDS AS FOLLOWS:

The Settlement Agreement is hereby recorded as an Award on agreed terms, binding on the Parties and in full and final settlement of all claims and counterclaims in Case No. 87. Consequently the Respondents THE MINISTRY OF MINES AND INDUSTRIES OF IRAN, THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT OF IRAN, and THE ISLAMIC REPUBLIC OF IRAN, are obligated to pay the Claimants NATIONAL CORPORATION FOR

HOUSING PARTNERSHIPS, THOMAS J. DILLON and NCHP/DILLON JOINT VENTURE the total amount of One Million Seven Hundred and Sixty Thousand United States Dollars (U.S. \$1,760,000.00) which obligation shall be satisfied by payment 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 19 January 1981.

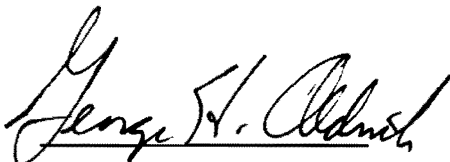
The Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent at such time as the President receives confirmation from the Agent of the Islamic Republic of Iran that the documents deposited with the Tribunal by the Claimants on 10 December 1984 are those required by Article 4 of the Settlement Agreement.

Dated, The Hague,
21 December 1984




Karl-Heinz Böckstiegel
Chairman
Special Chamber

In the name of God



George H. Aldrich



Hamid Bahrami Ahmadi

BEFORE THE
 IRAN-UNITED STATES CLAIMS TRIBUNAL
 THE HAGUE, THE NETHERLANDS

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و معاری ایران - ایالات متحده
ثبت شد - FILED	
Date	7 DEC 1984 ۱۳۶۳ / ۹ / ۱۶
No.	87
	تاریخ شماره

_____)
 In the Matter of the)
 Arbitration Between)
)
 NATIONAL CORPORATION FOR)
 HOUSING PARTNERSHIPS,)
 THOMAS J. DILLON, and)
 NCHP/DILLON JOINT VENTURE,)
 Claimants ,)
)
 and)
)
 MINISTRY OF MINES AND)
 INDUSTRIES OF IRAN,)
 MINISTRY OF HOUSING AND URBAN)
 DEVELOPMENT OF IRAN, and)
 ISLAMIC REPUBLIC OF IRAN,)
 _____)

Case No. 87
 Chamber No. 1

JOINT REQUEST FOR ARBITRAL
AWARD ON AGREED TERMS

- Pursuant to Article 34 of the Tribunal Rules of Procedure, National Corporation for Housing Partnerships, Thomas J. Dillon and NCHP/Dillon Joint Venture (Claimants in Case No. 87), (hereinafter collectively referred to as "Claimants"), and the Ministry of Mines and Industries of Iran, Ministry of Housing and Urban Development of Iran, and the Islamic Republic of Iran (hereinafter collectively referred to as "Respondents") hereby jointly request the Tribunal to issue an Arbitral Award on Agreed Terms as set forth below.

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H. Kebabchi

[Signature]

2. By their Statement of Claim filed in Case No. 87, Claimants National Corporation for Housing Partnerships, Thomas J. Dillon, and NCHP/Dillon Joint Venture sought an award for payment of their claims concerning their ownership interestsⁱⁿ Akam-Dillon Construction Company (now Akam Maskan) against Respondents. By their Statement of Defence and Counterclaims, Respondents sought an award for payment of counterclaims.
3. Akam-Maskan (perviously Akam-Dillon), Private Joint Stock Company, a company organized and existing under the laws of Iran, has direct and immediate interests in claims concerning Claimants' ownership interests in Akam-Dillon.
4. As a result of negotiations between the parties, the Claimants and Respondents, and Akam Maskan, have entered into a Settlement Agreement, dated ~~Sept. 27~~ Sept. 21 1984, a copy of which is attached hereto. Among other things, the Settlement Agreement provides that Claimants shall be paid the amount of One Million Seven Hundred and Sixty Thousand United States Dollars (U.S.\$ 1,760,000) out of the Security account established pursuant to Paragraph 7 of the Declaration of the Democratic and Popular Republic of Algeria, dated January 19, 1981 ("Security Account"), in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 87.
5. The parties request that, upon entry of the award and payment of the Settlement Amount to Claimants, the Tribunal terminate Case No. 87,.

BDR

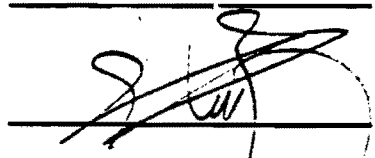


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6. The parties to this joint request solicit that the tribunal should make the issuance of award on the basis of the appended agreement subject to the filing of request by Mr. Robert R. Schott for final and unconditional withdrawal and waive and discharge of respondents regarding his claim in respect of 5% of his share in case No. 268.
In case of non issuance of the relevant award in case 87, the claimant's request of withdrawal in case No. 268, shall become void and the validity of his claim shall be observed as to the date of arising.
7. Accordingly, pursuant to Article 34 of the Tribunal Rules of Procedure, Claimants and Respondents jointly submit the Settlement Agreement to the Tribunal, and jointly request the Tribunal to issue an Arbitral Award on Agreed Terms which will record and give effect to the Settlement, providing for full payment of the Settlement Amount to the Claimants to be made out of the Security Account subject only to the terms of the Settlement Agreement attached hereto.

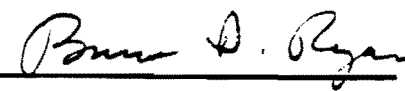
Respectfully submitted,

In the Name of God


Mohammad K. Eshragh
Agent of the Government
of the Islamic Republic
of Iran to the Iran-
United States Claims
Tribunal

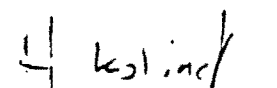
Date: Oct 17, 84

National Corporation for
Housing Partnerships,
Thomas J. Dillon, and
NCHP/Dillon Joint Venture

By: 
Bruce D. Ryan
Their Attorney

Date: Nov. 12, 1984

Akam Maskan Company

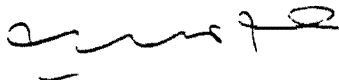
By: 

Hojatollah Kolyai

Date: Sep. 1, 1984

Date:

K. H. Dadashzadeh

Date: 
Sep. 1, 1984

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و محاری ایران - ایالات متحده
ثبت شد - FILED	
Date	7 DEC 1984 ۱۳۶۳ / ۱۲ / ۱۶
No.	۸۷

SETTLEMENT AGREEMENT

This Agreement is made and entered into this first day of September 1984 (10 . 6 . 1363) by and between National Corporation for Housing Partnerships, Thomas J. Dillon and NCHP/Dillon Joint Venture (Claimants in Case No. 87 (hereinafter collectively referred to as " Claimants"), on the one hand, and the Ministry of Industries and Mines of Iran, Ministry of Housing and Urban Development of Iran, and Islamic Republic of Iran (hereinafter collectively referred to as " Respondents"), on the other hand, and Akam Maskan Company, a corporation existing under the laws of Iran (all of whom are sometimes collectively referred to as " the Parties").

Whereas, the Claimants have filed claims against the Respondents relating to Akam-Dillon Construction Company, which have been docketed with the Iran-United States Claims Tribunal (the " Tribunal") as Case No. 87;

Whereas, the Respondents have filed a Statement of Defence and Counterclaims in Case No. 87;

Whereas, Akam Maskan (previously Akam-Dillon), Private Joint Stock Company (" Akam"), a company organized and existing under the laws of Iran, has direct and immediate interests in the instant case; and

Whereas, the Parties to this Agreement wish amicably to settle Case No. 87;

NOW THEREFORE, on this first day of September, 1984 (10 . 6 . 1363) this Agreement is being entered into by and between Claimants on the

H. K. S. J.
BDR

one side and Respondents and Akam Maskan on the other side, and the Parties agree to settle Case No. 87 in exchange for the consideration and under the terms and conditions set forth herebelow.

The entry of this Settlement as an Arbitral Award Upon Agreed Terms shall constitute a complete and final settlement of all claims and counterclaims now pending or capable of arising in Case No. 87.

Article 1- Payment

A- Claimants and Respondents shall submit to the Tribunal a Joint Request; pursuant to Article 34 of the Tribunal Rules of Procedure, that the Tribunal record this Agreement as an Arbitral Award on Agreed Terms and that the Tribunal order payment of the Settlement Amount stated in Section B of this Article 1 to the Claimants from 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 (" Security Account").

B - The amount of One Million Seven Hundred and Sixty Thousand United States Dollars (U.S. \$ 1.760.000) (" Settlement Amount") shall be paid to Claimants from the Security Account, subject to the condition stated in Article 4.

C - Akam shall pay to Bank Markazi Iran the Rial equivalent of the Settlement Amount and will obtain Bank Markazi's approval for the payment thereof to be made to Claimants out of the Security Account. Submission of this Settlement Agreement by the Agent of the Government of the Islamic Republic of Iran to the Tribunal means that such approval has been obtained.



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H. W. J.

Article 2- Releases, Transfer of Shares, and Termination of Proceeding

A - The payment of the Settlement Amount to the Claimants shall terminate all proceedings in Case No. 87 and shall constitute complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case No. 87.

B - Upon payment of the Settlement Amount to the Claimants, the Claimants shall for themselves and their subsidiaries, affiliates, officers and employees (and for the successors and assigns of themselves and their subsidiaries and affiliates), and for all persons claiming through or under them by this Agreement, release and forever discharge all the Respondents in Case No. 87 and all other Iranian entities and their subsidiaries, affiliates, directors, officers and employees (and their successors and assigns and the subsidiaries, affiliates, directors, officers and employees of them) from any and all actions, causes of action, liabilities, controversies, claims and demands of every kind and nature, whether known or unknown at the time of this Agreement, that they ever had, now have or hereafter may have by reason of any past dealings arising from or based upon or related in any way to Akam-Dillon Construction Company (now Akam-Maskan) or the ^{former} Imperial Guard Housing Project between the Parties to this Agreement or that are capable of arising out of any such past dealings, or from any such claim that may be pending in any court or forum. Accordingly, the Claimants agree that they shall within thirty (30) days of the payment of the Settlement Amount cause all claims arising from or based upon or related in any way to Akam-Dillon Construction Company (now Akam-Maskan) or the ^{former} Imperial Guard Housing Project filed by any of the Claimants as well as any of their subsidiaries or affiliates against Respondents in any court or forum to be finally withdrawn and terminated.



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H. K. S. J.

C - Upon payment of the Settlement Amount to the Claimants, Respondents and Akam shall for themselves and all other Iranian entities, agencies or instrumentalities, and their subsidiaries and affiliates (and for their successors and assigns and their subsidiaries and affiliates, and for all persons claiming through or under them), by this Agreement release and forever discharge the Claimants and their subsidiaries, affiliates, directors, officers and employees (and the successors and assigns of any of the Claimants and their subsidiaries, affiliates, directors, officers and employees) from any and all actions, causes of actions, liabilities, controversies, claims, and demands of every kind and nature, whether known or unknown as of the time of this Agreement, that they ever had, now have or hereafter may have by reason of any past dealings between Respondents and any of the Claimants or that are capable of arising out of any such past dealings, or from any claim that may be pending in any court or forum. Accordingly, Akam and Respondents agree that they shall within thirty (30) days of the payment of the Settlement Amount, cause all claims and counterclaims filed by Akam or Respondents against any of the Claimants in Case No. 87 or any of their subsidiaries and affiliates, in any court or forum to be finally withdrawn and terminated.

D - Upon payment of the Settlement Amount to the Claimants, should any claim be pending or be filed by any of the Claimants or any of their subsidiaries or affiliates in any court or forum against Akam or any of the Respondents, the subject matter of which is any or all claims settled hereunder, the Claimants shall indemnify and keep Akam and the other Respondents harmless against any such claim and shall be exclusively liable to the party filing such claim. Should any claim be pending or be filed by Akam or any of the Respondents or any of their successors or assigns, or subsidiaries or affiliates, or any other Iranian entity, agency



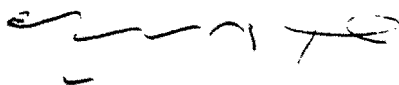
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or instrumentality in any court or forum against any of the Claimants, the subject matter of which is any or all claims settled hereunder, Akam and the Respondents shall indemnify and keep Claimants harmless against any such claim and shall be exclusively liable to the party filing such claim.

E - As to any past dealings between Akam or any of the Respondents on the one hand and any of the Claimants on the other, upon payment of the Settlement Amount to the Claimants, should any claim be pending or be filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights arising from or based upon the claims and counterclaims concerning the Akam-Dillon Construction Company or the ^{Former} Imperial Guard Housing Project in Case No. 87 from one of the Parties hereto or any of their subsidiaries or affiliates, the party who or whose subsidiary or affiliate has caused or effected such assignment or transfer of rights shall be exclusively liable to such third party.

F - Upon payment of the Settlement Amount to the Claimants, all title, rights and ownership interest to any and all shares of Akam presently owned by the Claimants or any of them (or any and all shares of Akam that are the subject of Case No. 87) including property rights, rights of ownership and any and all transferable rights or interests acquired by the Claimants in any manner whatsoever in connection with such shares, shall be transferred to the Respondents. The Claimants shall within thirty (30) days of the payment of the Settlement Amount to the Claimants cause all certificates of such shares to be returned to Akam. Should the Claimants fail to return said share certificates, all such shares shall be cancelled and new share certificates shall be issued in their stead by Akam. Furthermore, the Claimants hereby authorize Akam and the Respondents to effect the transfer of said shares to the National Iranian Industries Organization or to any of the Respondents and to record such transfer in Akam share registrar.



H. J. J.

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G - The releases set forth in this Agreement are self-executing upon the issuance of the payment of the Settlement Amount to the Claimants.

H - Upon payment of the Settlement Amount to the Claimants, Respondents, Akam and the Claimants waive any and all claims for costs, including attorneys' fees, arising out of or related to the arbitration, prosecution or defence of the claims or counterclaims asserted (or which might have been asserted) before the Tribunal or elsewhere with respect to Case No. 87.

I - This Agreement, including the releases set forth in this Agreement, does not apply to the subject matter of any other proceedings in the Tribunal other than those specified in this Agreement.

Article 3- Other Matters

A - Upon the payment of the Settlement Amount to the Claimants, any and all agreements and contracts concerning the ^{former} Imperial Guard Housing Project or Akam-Dillon Construction Company (now Akam-Maskan) between the Claimants or any of them or any of their subsidiaries or affiliates, on the one hand, and Akam or Respondents, on the other, including any termination consequences thereof, will be terminated, if and to the extent not previously terminated.

B - Any tax or fee imposed outside Iran by virtue of the payment of the Settlement Amount or transfer of Claimants' shares in Akam-Dillon Construction Company (now called Akam Maskan) shall be borne by Claimants. Any tax or fee imposed in Iran by virtue of such payment or transfer shall be borne by Respondents.

Article 4- Conditions

At the time the Parties submit the Joint Request for an Arbitral Award



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Upon Agreed Terms, Claimants shall deposit with the Tribunal all items listed in the Annex hereto, consisting of technical data and information, specifications, plans, and drawings related to the construction under the Imperial Guard Housing Contract signed between Akam-Dillon Construction Company and the Iranian Ministry of Housing and Urban Development, which have been agreed upon by the Parties, and of which Claimants have legal custody and control, to be held by the Tribunal on behalf of the Claimants pending the Tribunal's action on the Parties' Joint Request. Immediately following notification of payment to the Claimants, the Tribunal shall release those items deposited by Claimants to Akam and Respondents.

Article 5- Validity

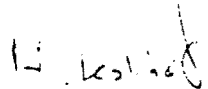
A - This Agreement contains all of the agreements of the parties with respect to the subject matter hereof. It may not be amended or modified except by a writing executed by the parties.

B - This Agreement has been written and signed in the languages of both Farsi and English, both of equal validity.

C - Should this Settlement Agreement not be signed on behalf of Respondents by the Agent of the Government of the Islamic Republic of Iran to the Iran-United States Claims Tribunal and submitted to the Tribunal together with a Joint Request for an Award upon Agreed Terms within ~~twentyfive~~(25) days of the date that it is signed by the representatives of Akam Maskan Company and Claimants, it shall be void and without further force and effect.

Article 6- Confidentiality

A - Prior to the payment of the Settlement Amount to the Claimants,



the Parties to this Agreement shall not refer to or divulge the contents of this Agreement (except for submission to the Tribunal or the obtaining of legal advice), or of documents generated solely for purposes of settlement negotiations, in any pending or future proceeding before the Tribunal or elsewhere.

B - The parties shall not use, or cause any third party to use, this Settlement Agreement in the prosecution or defence of any other case before the Tribunal or any other court or forum.

Article 7- Authority

The representatives of the parties hereto expressly declare that they are duly empowered to sign this Agreement and that their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations whatsoever, except as may be otherwise contained in this Settlement Agreement.

Article 8- Applicable Law

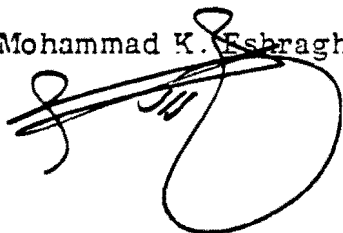
This Agreement shall be governed by and interpreted in accordance with the laws applicable to cases in the Iran-United States Claims Tribunal.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below their respective signautres and shall be deemed to have delivered this Agreement on the date of the latest signature.

Islamic Republic of Iran
Ministry of Mines and
Industries of Iran, and
Ministry of Housing and
Urban Development of Iran



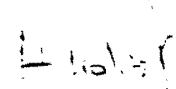
By: Mohammad K. Esbragh,



National Corporation for
Housing Partnerships, Thomas
J. Dillon, and NCHP/Dillon
Joint Venture

By: 

Nov. 16, 1984



Agent of the Government
of the Islamic Republic of
Iran to the Iran-United
States Claims Tribunal

Date:

Date:

Akam Maskan Company

By:

H. Kashi

Date:

Sep. 1, 1984



Sep. 1, 1984

WILMER, CUTLER & PICKERING

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CABLE ADDRESS: WICRING WASH., D. C.

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November 30, 1984

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BRUCE M. BERMAN
W. SCOTT BLACKMER
JOSEPH K. BRENNER
WILLIAM D. BRIGHTON
RUSSELL J. BRUEHNER
THOMAS F. CONNELL
BRUCE E. COOLIDGE
JUANITA A. CROWLEY
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BETH A. DAVIDSON
PATRICIA D. DOUGLASS
MICHAEL DREESSEN
DANIEL M. DROBY
ROY T. ENGLERT, JR.
JONATHAN I. FEIL
CAROL M. FISHMAN
BRUCE W. GILCHRIST
RICHARD F. GOODSTEIN
ALLEN H. HARRISON, JR.
CLIFFORD S. HENDLER
TERRILL HYDE HUNTINGTON
LAWRENCE B. JURAN
GIL A. KARSON
JOSEPH E. KILLORY, JR.
NEAL T. KILMINSTER
VALERIE A. LAMBIASE
TILLMAN L. LAY
MITCHELL LAZARUS

CAROL F. LEE
DEBORAH H. LEVY
NEAL S. MARRE
CAROL E. MATTEY
KAREN FERGUS HEENAN
DUANE D. MORSE
DEBORAH MURRAY NOTLAN
ROGER J. PATTERSON
JOHN PAYTON
ROBERT M. ROZIN
JEFFREY D. ROBINSON
DAVID D. ROSSKAM
FAITH D. RUDERFER
KATHLEEN M. RUSSO
BRUCE D. RYAN
ANDREA TIMKO SALLET
JAMES O. SCHLICHTING
STEPHEN J. SCHNABLY
LESLIE C. SEEMAN
DAVID SEIDMAN
JANE C. SHERBURNE
KEVIN EUGENE SMITH
ALAN S. TENENBAUM
MARGARET L. TOBEY
JANE LEE VRIIS
DAVID WESTIN
THOMAS W. WHITE
JUDITH BARRY WISH

RONALD J. GREENE
JAY F. LARIN
DEANNE C. SIEMER
GARY D. WILSON
C. LORING JETTON, JR.
WILLIAM T. LAKE
THEODORE A. LEVINE
MICHAEL L. BURACK
MICHAEL S. HELFER
NEIL J. KING
ROBERT B. MCGAW
A. DOUGLAS HELAMEO
RICHARD W. GASS
WILLIAM J. KOLASNY, JR.
A. STEPHEN HUT, JR.
DAVID R. JOHNSON
JOHN ROUNSAVILLE, JR.
ROGER W. WITTEN
ROBERT C. CASSIDY, JR.
JOHN D. GREENWALD *
JOHN H. HARWOOD II
DAVID M. BECKER
MARY CAROLYN COX
CHRISTOPHER R. LIPSETT
WILLIAM J. PERLSTEIN
ANDREW B. WEISSMAN
ALAN H. BRAVERMAN
LYNN BREGMAN
JAMES E. COLEMAN, JR.
STEPHEN P. DOTY
WILLIAM R. RICHARDSON, JR.

CUTLER
PICKERING
WOLLENBERG
WERNBLUM
RATHBUN
CLARK
PERLIK
STERN
LEHRMAN
STRANAHAN, JR.
RUITT, JR.
SENBLOOM
WILLENS
HAMMOND, III
GARDINER, JR.
MAYERS
DYK
ANDERSON
MATHews
CAMPBELL
FLANNERY
KAROLUS
ROBERTSON
CLEVINGER, III
COHEN
KLEIN
WEISWASSER
BLACK
ATZEN
LAKE, JR.
HOOE, JR.
BLACK

DIETER G. F. LANGE *
EUROPEAN PARTNER
EZEKIEL G. STOODARD
DONALD F. TURNER, P. C.
LESTER MURICK
J. RODERICK HELLER, III
COUNSEL

HUGH R. H. SMITH
CHARLES C. GLOVER, III
SAMUEL J. LANAHAN
OF COUNSEL

* NOT ADMITTED IN D. C.

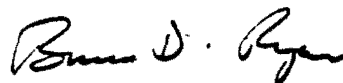
Mr. Mohammad K. Eshragh
Agent of the Government of the
Islamic Republic of Iran to the
Iran-United States Claims Tribunal
The Hague, The Netherlands

Re: Case No. 87 (Chamber No. 1)

Dear Mr. Eshragh:

This will confirm that, notwithstanding Article 5C of the Settlement Agreement, it is acceptable to the Claimants in Case No. 87 that the Settlement Agreement has been signed by you on behalf of the Respondents and will be submitted to the Tribunal together with a Joint Request for Arbitral Award on Agreed Terms more than 25 days after the date it was signed by the representatives of the Akam-Maskan Company.

Sincerely,



Bruce D. Ryan
Attorney for Claimants
in Case No. 87

National Corporation for Housing Partnerships



George M. Brady, Jr.
President

Robert Bennett
Secretary

POWER OF ATTORNEY

This is to confirm that Bruce D. Ryan has full authority and power to act as attorney-in-fact to National Corporation for Housing Partnerships in all matters relating to any and all claims it has against any agency of the Government of Iran in connection with its ownership interest in Akam-Dillon Construction Company including the power to grant a full release of such claims and to transfer such ownership interest to the Government of Iran. This Power of Attorney shall remain in full force and effect until terminated in writing.

**NATIONAL CORPORATION FOR
HOUSING PARTNERSHIPS**

By: George M. Brady, Jr.
George M. Brady, Jr.
President

Subscribed and sworn to before me, Barbara M. Nielsen, this 18th day of July, 1984.

Barbara M. Nielsen
Notary Public

My commission expires: 1/31/89

Certificate of Acknowledgment of Execution of an Instrument

REPUBLIC OF SINGAPORE

(Country)

CITY OF SINGAPORE

(Country and/or other political division)

EMBASSY OF THE UNITED

(Country and/or other political division)

STATES OF AMERICA

(Name of foreign service office)

SS:

I, William Moody Consul

of the United States of America at Singapore, Republic of Singapore

duly commissioned and qualified, do hereby certify that on this thirtieth

day of April 1984, before me personally appeared _____
(DATE)

_____ Thomas J. Dillon _____

to me personally known, and known to me to be the individual—described in, whose
name is subscribed to, and who executed the annexed instrument, and being
informed by me of the contents of said instrument he duly acknowledged to me
that he executed the same freely and voluntarily for the uses and purposes therein
mentioned.

[SEAL]

In witness whereof I have hereunto set my hand and

official seal the day and year last above written.

William Moody

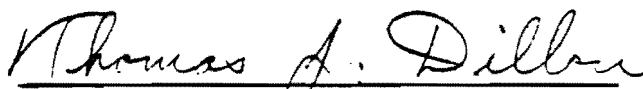
William Moody

Consul

of the United States of America.

TO WHOM IT MAY CONCERN:

I, Thomas J. Dillon, do hereby appoint Bruce Ryan as my attorney and do also hereby convey to him the authority and power of attorney to act in my behalf in settlement of all claims and counter-claims which involve me in anyway, and which are now pending at the Iran-American Tribunal now in session at Hague, Netherlands.



Thomas J. Dillon

Date: April 30, 1984

25.7.84

td/aw/444

for mr bruce d ryan - guest

to whom it may concern

this is to confirm that bruce d ryan has full authority and power to act as attorney-in-fact for the nchp/dillon joint venture in all matters relating to any and all claims it has against any agency of the government of iran or the government of iran in connection with its ownership interest in akam dillon construction company, including the power to grant a full release of such claims and to transfer such ownership interest.

thomas j dillon

wisdev rs39005
33295 knaus nl
vvvv

23.33
33295 knaus nl
24/7/84

bruce ryan
kurhaus hotel

~~to whom it may concern~~ to confirm that you have full authority and power to act as attorney-in-fact to nchp/dillion joint venture in all matters relating to any and all claims it has against any agency of the government of iran in connection with its ownership interest in akam-dillion construction company including the vower to grant a full release of such claims and to transfer such ownership interast to the government of iran. this power of attorney shall remain in full force and effect until terminated in writing.

george m. brady, jr.
president
national corporation for housing partnerships

440239 wcpid11
33295 knaus nl.....
440239 wcp1 ui
jul 24 1984 1735
for reply to u.s.a. use 068+ or 023

ANNEX

A. BOOK "I R A N " : 4 sections

1. Precast Material Components

Indented Parts List (Pages 1-13).

Material List (Pages 1-4).

2. Erection Equipment

Erection man.equipm. (10/26/78) (Pages 1-5)

Erection man.equipm. (9/8/78) (Pages 1-5)

Iran equipm.errection (7/20/78) (Pages 1-5)

Erection equipm.Vendor (7/20/78) (Pages 1-5)

3. Precast Manufacturing Equipment

Precast man.equipment (10/26/78) (Pages 1-11)

Precast man.equipment (9/8/78) (Pages 1-11)

Iran equipm.precast (7/20/78) (Pages 1-9)

Precast Iran equipm.-VNDR (7/20/78) (Pages 1-9)

4. Heart Module Material

Price list (10/24/78) (Pages 1-43)

B. PARTS AND EQUIPMENT LISTS

- | | | | |
|-----------|---------------------------|------------|--------------|
| <u>1.</u> | Indented Parts List | (9/1/78) | (Pages 1-13) |
| | Material List | (9/1/78) | (Pages 1-4) |
| <u>2.</u> | Erection Man.Equipm. Iran | (10/26/78) | (Pages 1-5) |
| <u>3.</u> | Precast Man.Equipm.Iran | (10/26/78) | (Pages 1-11) |
| <u>4.</u> | Precast Man.Equipm.VNDR | (10/26/78) | (Pages 1-11) |

C. SET OF DRAWINGS (Ted Nelson Company), Nos.1-18

				<u>drawing</u>	<u>number</u>
1.	Series	15.00	Stress Heads (2 copies)	0-678A	2/2
2.	"	"	Dual Headers	0-679	1/1
3.	"	"	Dual Headers (2 copies)	0-679C	1/1
4.	"	12.98	P/5 Floor Slab	0-681D	1/2
5.	"	12.98/12.93/12.48	Stress Heads (3 copies)	0-681-683/685	2/2
6.	"	"	" Dual Headers (2 copies)	0-682B/684B/686B	1/1
7.	"	12.93	P/5 Floor Slab	0-683D	1/2
8.	"	12.48	P/5 Floor Slab	0-685D/687B	1/2 1/1
9.	"	12.48	P/5 Floor Slab	0-685C/687B	1/2 1/1
10.	"	16.00	Sunshade Slab Form	0-688B	1/2
11.	"	16.00	Stress Heads	0-688/690	2/2
12.	"	16.00	Dual Headers, Sunshade (2 copies)	0-689B	1/1
13.	"	16.00	Balcony Slab Form	0-690B	1/2
14.	"	16.00	Dual Headers, Balcony (2 copies)	0-691B	1/1
15.	Door & Mandrel	B.O's		0-709B	3/3
16.	Ribbed Tilt Table,	2788 MM tall		0-711D	1/2
17.	Series 6 Elevator Module			0-714	6/8
18.	Series 6 Elevator Module			0-714	8/8

D. SET OF DRAWINGS (Ted Nelson Company), Nos. 1-14

		<u>drawing</u>	<u>number</u>
1.	Series 5.15.00 Wall Panel Tilt Table	0-696	2/2
2.	" " Wall Panel Tilt Table	0-696	1/2
3.	" " Tilt Table	0-696C	1/3
4.	" " Tilt Table	0-696C	3/3
5.	Tilt Table Rails, 2598 MM tall table (2 copies)	0-697D	1/2
6.	Series 5.15.01 Wall Panel Tilt Table	0-699	1/1
7.	" 5.14.00 Wall Panel Tilt Table	0-702	1/1
8.	" 5.14.00 Tilt Table	0-702B	1/1
9.	Tilt Table Rails, 2598 MM Tall Table	0-703A	1/1
10.	Series 5.14.01 Tilt Table	0-705B	1/1
11.	Tilt Table Rails, 2598 MM Tall Table	0-706B	1/1
12.	Series 2.11.00 Wall Panel Tilt Table (2 copies)	0-708	1/1
13.	" 2.11.00 Tilt Table	0-708B	1/2
14.	" 2.18.00 Wall Panel Tilt Table (2 copies)	0-711	1/1

E. SET OF DRAWINGS (Forest City Dillon Precast Systems, Inc.)
Nos. 1-8 (2 copies)

- | | | | | |
|----|-----------|-----|-------------------|--|
| 1. | Sheet No. | E 1 | 799021410 | Strand pay-off |
| 2. | " | " | E 2 712010100 | Spreader beam for lifting flat slabs,
4 point lifting. |
| 3. | " | " | E 3 705010100 | Spreader beam for lifting walls,
2 point lifting. |
| 4. | " | " | E 4 706010100 | Spreader beam for lifting elevator module |
| 5. | " | " | E 5 | Sections/details Spreader beam for lifting elevator
module, sections and details. |
| 6. | " | " | E 6 7099021400 | Wall Storage Rack. |
| 7. | " | " | E 7 9090320 | Heart Module Lifting Beam. |
| 8. | " | " | E 8 9010530 | 4-way Assembly Frame |

F. SET OF DRAWINGS, W.M. (Weights Moulds), Nos. 1-8

1.	Stone Detail	P 12918 / 2
2.	Parapet Units	P 12918 / 4
3.	Parapet Units	P 12918 / 7
4.	Housing Project	P 13689 (1)
5.	Housing Project	P 13689 (2)
6.	Housing Project	P 13689 (3)
7.	Housing Project	P 13689 (4)
8.	Housing Project	P 13689 (5)

G. SCHINDLER LIFT DRAWINGS, Nos. 1-19

1. Drawing No. 412677-732-A2
2. " " " " -A3 (2 copies)
3. " " 412733-742-A2
4. " " " " -A3 (2 copies)
5. " " 412677-742-T1
6. " " " " -T3
7. " " " " -TA
8. " " " " -TA1 (2 copies)
9. " " " -732-A4
10. " " 412733-742-A4
11. " " 412677-742-T4
12. " " " -732-A / 742-A
(Autom. Shaft Sliding Door Type QKS 8 TL, 8 Passenger)
13. Drawing No. 412677-732-A / 742-A
(Autom. Shaft Sliding Door Type QKS 8 TR, 15 Passenger)
14. Drawing No. 412551-570-T
(Door Fastening at Anchor Rails, for Type QKS 8 T, 8 Passenger)
15. J-Portamatic Car, 8 Passenger Lift
16. J-Portamatic Car, 15 Passenger Lift.
17. Drawing No. ST-F 1320 (Machine-Base Plate, Type ST-1310 P)
18. Drawing No. ST-F 823A " " " , Type ST 610 PK/ ST 810 P/ST 810 PK
19. Drawing No. 412571-590-T
(Door Fastening at Anchor Rails, for Type QKS 8T)

H. MISCELLANEOUS ELECTRICAL DRAWINGS

(D.B.B. International IRAN-U.S.A.), Nos. 1-9

1. Sheet No. E-2 Typical Floor Plan-Power, T.V. & Telephone
2. " " E-3 First Floor Plan - Lighting
3. " " E-4 First Floor Plan - Power & Telephone
4. " " E-5 Water Storage Room - Penthouse Roof.
5. " " E-6 Panels & Typical Apartment Distribution Board (T.A.D.B.)
(2 copies)
6. " " E-7 Fire Alarm Riser Diagram
7. " " E-8 Telephone Riser Diagram
8. " " E-9 Underground and Tunnel Plan
9. " " E-10 Details 1-5

I. SET OF AKAM DILLON DRAWINGS, Nos 1-16

1. DRGS. S-1, S-1B Foundation Slab (2 drawings)
2. " S-2, S-2B Foundation Slab (2 drawings)
3. DRG. S-3B Walls Key Plan + R.C. Details
4. " S-4B Walls R.C. Details II
5. " S-5B Foundation Walls, Steel Bending Schedule
6. " S-6B First Floor Framing Plan
7. " S-7B Sections & Detail
8. " S-8 rev. Typical Floor Framing Plan
9. " S-9 rev. Roof Framing Plan
10. " S-10 Sections and details
11. " S-11 Sections and details
12. " S-12 Typical Wall, Mandrel Layout Plan
13. " S-13 Wall Reinforcement Schedule
14. " S-14 Wall Reinforcement Schedule
15. " S-15 Elevator Plan Details and Sections
16. " S-16 Precast Slab Schedule and Details

J. SET OF TRACED DRAWINGS, Nos. 1-17

- | | | |
|-----|---|---------|
| 1. | Scheme A Storage | |
| 2. | Scheme B Storage | |
| 3. | Untitled Drawing No. 1-SD-2 | |
| 4. | Untitled Plot Plan | |
| 5. | Stirrup Spacing for Wall Reinforcing | |
| 6. | Untitled Drawing No. 1-SD-1A | |
| 7. | Typical Floor (2nd floor) Erection Plan Sheet No.ER-2 | |
| 8. | First Floor Erection Plan | No.ER-1 |
| 9. | W.L. D.Roof. I.D.No. 1 215-00, Sheet No. 23 | |
| 10. | W.L. G. 1st Floor I.D.No. 515-03-01-00, Sheet No. 22 | |
| 11. | W.L. B-D Side or E.M. 1st Roof I-11-42-60-34 | |
| 12. | W.L. E-G Roof I-11-99-71 | 42 |
| 13. | First Floor & Typ. I-6-84-20 | 52 |
| 14. | W.L. 1, 6, AvH Roof I-2-28-00 | 56 |
| 15. | Typical Unit Slab. I-12-93-00 | 48 |
| 16. | Untitled Sheet No. 1 (Matrix) | |
| 17. | W.L. 2-4, 3-5 D-F. E-C. 2nd Floor 16.
(Balc.) I-16-23-50 | 30 |

K. MISCELLANEOUS DRAWINGS, Nos. 1-20

1. Akam Dillon Draft Production Programme
2. Akam Dillon Production Chart
3. Akam Dillon Craneways and Access, Plot Plan
4. Hinge Detail
5. Akam Dillon Boiler Room Plan + Specifications, M-3
6. Akam Dillon Drawing No. M-103
7. First Floor Framing Plan
8. Typical Dowel Placement within Mandrels
9. Vertical Dowel Placement
10. Scheme A. Storage (2 copies)
11. Scheme B. Storage (2 copies)
12. Akam Dillon Hot Oil Piping Flow Sheet
13. Precast Building Panel
14. Akam Dillon Layout of Module & Precast Plant
15. " " " " " " " " /Electrical & Lighting I
16. " " " " " " " " /Electrical & Lighting II
17. Layout / Site Plan
18. Layout Plan
19. Drawing for Batching Plant, No. 3-01-414A
20. Portland Cement Assoc., Case Study of Seismic Resistance of a 16-Story Coupled Wall Structure (Bound Book, 38 pages)

L. ARCHITECTURAL DRAWINGS (D.B.B. International IRAN-U.S.A.) Nos. 1-16

1.	Sheet No.	A 1	Reference Plan	
2.	"	"	A 2	First Floor Plan
3.	"	"	A 3	Typical Floor Plan
4.	"	"	A 4	Typical Apt. Plan
5.	"	"	A 5	Roof Plan
6.	"	"	A 6	Front Elevation
7.	"	"	A 7	Front Elev.(cont.): Side Elevation
8.	"	"	A 1	First Floor Plan
9.	"	"	A 2	Typical Unit Plan
10.	"	"	A 3	Typical Wall Section
11.	"	"	A 4	Building Elevation "A"
12.	"	"	C 1	Floor Plan Kitchen/Bath (Tower Bldg)
13.	"	"	C 1/2nd	Floor Plan Kitchen/Bath (Tower Bldg)
14.	"	"	C 2	Key Plan
15.	"	"	C 1	Floor Plan Kitchen (Slab Bldg)
16.	"	"	C 2	Floor Plan Dual Bath (Slab Bldg)

M. DRAWINGS FOR HOUSING FOR THE IMPERIAL GUARD
(D.B.B. International IRAN - U.S.A.) — ARCHITECTURAL, HEART MODULE,
STRUCTURAL, MECHANICAL AND ELECTRICAL, NOS. 1-39

1. A 1 First Floor Plan - Details
2. A 2 Typical Floor Plan - Details
3. A 3 Roof Plan - Details
4. A 4 Elevations
5. A 5 Elevations - Bldg Section - Details - Window
6. A 6 Wall Sections
7. A 7 Door Schedule - Details
Finish Schedule - Entry
8. A 8 Stair Plan - Sections - Detail
9. A 9 Elevator Penthouse - Details
10. A 10 End Wall
11. C 1 Architectural
12. C 2 Mechanical
13. C 3 Electrical
14. C 4 Wall Panels
15. S 1 Foundation Plan - Bottom Reinf.
16. S 2 Foundation Plan - Top Reinf.
17. S 3 Foundation Details
18. S 4 First Floor Framing Plan
19. S 5 Typ. Flr. Framing Plan
20. S 6 Roof Framing Plan
21. S 7 Bldg. Section A, B, & C
22. S 8 Bldg. Section D, E, F & G
23. S 9 Bldg. Section H, J & K
24. S 10 Exterior Wall Section
25. S 11 Interior Wall Section
26. S 12 Elevator Module
27. S 13 Component Schedules
28. S 14 Reinforcing Bar List & Bend. Sched.
29. S 15 Precast Component Details
30. M 1 Underground & Tunnel Plan
31. M 2 First Floor Plumbing Plan
32. M 3 First Floor Heating Plan

- 33. M 4 Typ. & Top Floor Plan
- 34. M 5 Roof Plan
- 35. M 6 Details
- 36. E 1 First Floor Plan
- 37. E 2 Typ. Floor Plan
- 38. E 3 Typ. Unit Plan & Penthouse
- 39. E 4 Riser Diagrams