

ORIGINAL DOCUMENTS IN SAFE

Case No. 307

Date of filing 9 March 1983

AWARD. Date of Award 9 March 1983

3 pages in English. 3 pages in Farsi.
@ attachment

307-49
P.V - E9

DECISION. Date of Decision _____

_____ pages in English. _____ pages in Farsi.

ORDER. Date of Order _____

_____ pages in English. _____ pages in Farsi.

CONCURRING 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.

307 - 49
۳۰۷ - ۴۹

DUPLICATE
ORIGINAL
«نسخه برابر اصل»

GULF PORTS CRATING COMPANY,
Claimant,

CASE NO. 307

CHAMBER THREE

AWARD NO. 28-307-3

and

MINISTRY OF ROADS AND
TRANSPORTATION OF THE
ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعوی ایران - ایالات متحده
ثبت شد - FILED	
Date: ۱۳۶۱ / ۱۲ / ۱۸	تاریخ: 9 MAART 1983
No: 307 ۳۰۷	شماره: 307 ۳۰۷

AWARD ON AGREED TERMS

Representatives:

For the Claimant:

Mr. Jerome Levy, Attorney,

Ms. Marcia E. Lieber,
President, Gulf Ports
Crating Company

For the Respondent:

Mr. Mohammad Ali Lotfalian Saremi,
Attorney

Claimant, GULF PORTS CRATING COMPANY filed with the Tribunal on 15 January 1982 a Statement of Claim against Respondent the MINISTRY OF ROADS AND TRANSPORTATION OF THE ISLAMIC REPUBLIC OF IRAN.

On 24 February 1983 the parties filed a Joint Request for an Award on Agreed Terms and a Settlement Agreement, both dated that same day.

A copy of the Joint Request and the Settlement Agreement is attached hereto.

The Tribunal finds that an award on agreed terms may be issued upon the submissions before it, in accordance with Article 34 of the Tribunal Rules and the standards applicable thereto.

Based on the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

The settlement is hereby recorded as an Award on Agreed Terms, binding on both Parties, in full settlement of the entire case. Consequently, Respondent THE MINISTRY OF ROADS AND TRANSPORTATION OF THE ISLAMIC REPUBLIC OF IRAN, shall make the following payments:

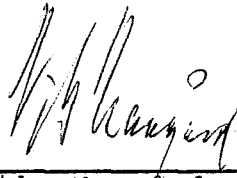
(a) Six Hundred Thousand United States Dollars (US \$600,000) to Claimant GULF PORTS CRATING COMPANY, Account No. 000-27219, National Westminster Bank, 100 Wall Street, New York, New York 10005, U.S.A.;

(b) One Million United States Dollars (US \$1,000,000) to National Westminster Bank, National Westminster Tower, 25 Old Broad Street, London EC 2N1HQ England, to be put into a special account to fund an irrevocable Letter of Credit in favour of Gulf Ports Crating Company, the terms of which Letter of Credit shall be in accordance with the Settlement Agreement.

Such payment shall be made 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 Tribunal hereby submits this Award to the President for notification to the Escrow Agent.

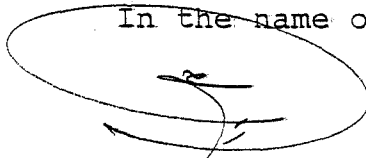
Dated, The Hague
9 March 1983



Nils Mangard
Chairman
Chamber Three

Richard M. Mosk
Richard M. Mosk

In the name of God


M. Jahangir Sani

Case No. 307
Chamber Three

IRAN/UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاری ایران - ایالات متحده
FILED - ثبت شد	
Date: 24 FEB. 1983	تاریخ: ۲۴ / ۲ / ۱۳۶۲
No. 307	شماره: ۳۰۷

GULF PORTS CRATING COMPANY,
Claimant,

and

THE MINISTRY OF ROADS AND
TRANSPORTATION,

Respondent.

JOINT REQUEST FOR AN ARBITRAL
AWARD ON AGREED TERMS

1. By its Statement of Claim filed in this Case on January 15, 1982, the Claimant, GULF PORTS CRATING COMPANY, sought an Award of money damages against the Respondent, The Ministry of Roads and Transportation.
2. As a result of negotiations between the Parties, the Claimant and Respondent have entered into a Settlement Agreement dated February 24, 1983, a copy of which is annexed hereto.
3. Pursuant to the terms of Article 34(1) of the Provisional Rules of the Tribunal, the Claimant and Respondent hereby jointly submit the Settlement Agreement to the Tribunal and request the Tribunal to issue an Award on Agreed Terms which will record and give effect to the settlement.

4. In light of said Settlement Agreement, the Claimant and the Respondent jointly petition the Tribunal to cancel the Pre-hearing Conference that is scheduled for March 2, 1983. As to the February 15, 1983 Order of the Tribunal requiring the Claimant to comment on the request for interim measures of protection that was requested by the Respondent on February 14, 1983, the Claimant and the Respondent agree that for the present it should be suspended *until March 23, 1983.*

MED

Jerome Levy

for the Claimant
Jerome Levy
Attorney for Gulf Ports
Crating Company

Moussa E. Lieber
President
Gulf Ports Crating Company

Dated: The Hague,
February 24, 1983

محمد علی لطفعلیان

for the Respondent
Mohammad Ali Lotfalian Saremi
Attorney of the Ministry of
Roads and Transportation of
the Islamic Republic of Iran

ثبت شد - FILED

Date

24 FEB. 1983

No.

307

۳۰۷

SETTLEMENT AGREEMENT

WHEREAS Gulf Ports Crating Company (Gulf Ports) has at its disposal in its warehouses in New Orleans, Louisiana and in Houston, Texas (the Locations) goods belonging to the Ministry of Roads and Transportation of the Government of the Islamic Republic of Iran (MRTR) that were delivered to Gulf Ports by Morrison-Knudsen Pacific, Ltd. for packing, as more fully described below:

Certain pre-fabricated housing units generally described in purchase order number 88-50212, which includes approximately 633 pieces with a bulk of approximately 1,345,178 cubic feet, which are located at the facility of Gulf Ports in Houston; a portion of a Morgan crusher generally described in purchase order number 87-2101-1 to include approximately 683 pieces with a bulk of approximately 202,720 cubic feet; certain generators generally described in purchase order number 87-2105-1 to include approximately 142 pieces with a bulk of approximately 33,106 cubic feet, which a portion of crusher and generator are located at the facilities of Gulf Ports in New Orleans, Louisiana. Gulf Ports has received the above items in boxes according to the packing list from Morrison-Knudsen Pacific, Ltd., the representative of the MRTR in 1977, but Gulf Ports does not have knowledge of the contents thereof and does not make any representation thereto (the Materials),

and

WHEREAS Gulf Ports claims that it is entitled to receive safe-keeping costs of the Materials and has filed for recovery thereof a claim with the Iran-United States Claims Tribunal in The Hague (the Tribunal) as Claim Number 307,

and

WHEREAS Gulf Ports has also filed in the United States the case that is now pending before the United States Fifth Circuit Court of Appeals as Case Number 81-3636,

and

WHEREAS the parties to this Settlement Agreement wish to compromise on the basis of the Algerian Declarations, provided that based upon this Settlement Agreement that Gulf Ports agrees to dispense with all of its pending claims and withdraw its suits against MRTR from the Tribunal, legal courts and other judicial and non-judicial authorities, and deliver the Materials of MRTR to MRTR,

NOW, THEREFORE, with due regard to the above facts, the parties hereto have agreed as follows:

Item One. MRTR and Gulf Ports agree to settle all of their disputes and Gulf Ports will deliver the Materials to the possession of MRTR or its agents for a

payment to Gulf Ports in the amount of One Million Six Hundred Thousand U.S. Dollars (\$1,600,000) (the Settlement Funds).

Item Two. The parties hereto agree that immediately after executing this Settlement Agreement, they shall file a Joint Request with the Tribunal requesting that the Tribunal (a) approve this Settlement Agreement and (b) enter an award based upon the agreed terms of this Settlement Agreement. If the Tribunal enters this award, the Settlement Funds shall be paid as follows:

(a) the parties agree that the President of the Tribunal shall immediately direct the Central Bank of Algeria to promptly transfer to the account of Gulf Ports the sum of Six Hundred Thousand U.S. Dollars (\$600,000), which shall be sent to the following account:

Gulf Ports Crating Company
Account Number 000-27219
National Westminster Bank
100 Wall Street
New York, New York 10005
U.S.A.

Attn: Steve Meeks

(b) the parties agree that the President of the Tribunal shall immediately direct the Central Bank of Algeria to promptly transfer through its normal procedures the sum of One Million U.S. Dollars (\$1,000,000) to the National Westminster Bank in London, England, so as to fund an irrevocable Letter of Credit. The terms and conditions of this Letter of Credit shall be those contained in Exhibit "A" hereto and it must be issued not later than March 22, 1983, and MRTR shall be responsible to establish it, provided that by March 1, 1983 the final wording of this Letter of Credit must be agreed to by MRTR and by Gulf Ports, so as to verify that the terms and conditions thereof conform fully with the requirements set forth in Exhibit "A" hereto.

Item Three. In order to inspect the Materials and to observe the delivery process, Gulf Ports agrees that once the Tribunal has approved the Settlement Agreement and has entered the award described in Item Two hereof, MRTR may send at its sole expense one or two representatives to the Locations to observe the moving process. Gulf Ports undertakes to assist MRTR in obtaining any visas

or other documents that are necessary to implement this provision. Gulf Ports will permit the representatives to be present at the Locations at all times when the packing and loading of the Materials is being done.

Item Four. MRTR and Gulf Ports agree to cooperate to remove the Materials from the Locations as soon as possible. Gulf Ports shall load and transport the Materials in their then condition at the New Orleans, Louisiana Location to whatever place in the New Orleans area that the shipping company designated by MRTR directs. Gulf Ports shall load and transport the Materials at the Houston, Texas Location in their then condition to whatever place in the Houston area that the shipping company designated by MRTR directs. Gulf Ports shall use its best efforts to cooperate and co-ordinate its delivery schedules with the delivery times that are provided by the shipping company that is designated by MRTR. MRTR agrees that it will instruct the shipping company to issue to Gulf Ports either forwarding agents receipts for goods or bills of lading for all Materials that Gulf Ports delivers and that MRTR will instruct the shipping company to clearly show on those documents, among other items that are usually reflected, the number of pieces delivered and the weight of those pieces. All of the Materials are to be moved from the Locations by not later than June 30, 1983. However, Gulf Ports agrees that its obligation under the terms of this Settlement Agreement to load and transport the Materials and to use its best efforts to cooperate and co-ordinate its delivery schedules with the delivery times that are provided by the shipping company that is designated by MRTR shall remain in full force and effect on and after June 30, 1983, (and the obligation of Gulf Ports to perform this service at no further charge or expense to MRTR shall not be excused or waived if any part or all of the Materials is not removed by June 30, 1983.) If the Materials have not been removed from the Locations by June 30, 1983, MRTR shall pay to Gulf Ports a warehousing fee in the amount of Five Hundred U.S. Dollars (\$500) per day for each day thereafter that any of the Materials remain at the New Orleans Location, and a warehousing fee in the amount of One Thousand U.S. Dollars (\$1,000) per day for each day thereafter that any of the Materials remain at the Houston, Texas Location. However, Gulf Ports agrees to waive this warehousing fee for a maximum of One Hundred and Twenty (120) days if the Materials have been delayed in being moved from the Locations due to force majeure.

Item Five. Gulf Ports shall obtain at its own expense any export license or permit that is required by either Federal, State or local governmental authority in the United States to remove and ship the Materials as provided by this Settlement Agreement.

Item Six. Once the terms and conditions of this Settlement Agreement have been fully discharged by both MRTR and Gulf Ports, the parties hereto will promptly dismiss all litigation before any court, arbitration body or judicial or non-judicial body and execute mutual releases in favor of each other.

Item Seven. In addition to the other rights and responsibilities of the representatives of MRTR, as discussed in Item Three hereof, these representatives shall have the right to inspect the condition and contents of the containers in which the Materials presently are stored. Gulf Ports is obligated to deliver the Materials to the shipping company designated by MRTR in the Materials' present condition, but the representatives of MRTR may direct the manager of the Locations to recreate or rebuild certain of the containers at a predetermined and agreed price per container, which price shall be the normal competitive rate that is charged other customers. To pay for this work, MRTR shall establish an irrevocable Letter of Credit with the National Westminster Bank in London, England prior to the time that Gulf Ports is required to rebuild or recreate any of the Materials. This Letter of Credit must be in the amount agreed by the parties hereto and it shall contain the terms and conditions stated in Exhibit "B" hereto. MRTR acknowledges that Gulf Ports has recommended that a total of One Thousand Sixty-One (1,061) of the containers should be recreated or rebuilt. If the representative of MRTR directs Gulf Ports to recreate or rebuild this many containers, Gulf Ports agrees to perform this work in not more than Twenty-Two (22) working days thereafter. It shall be the sole responsibility of the MRTR representative to inspect the containers in a timely manner so as to permit Gulf Ports to recreate or rebuild the designated containers in time to make the delivery to the shipping company. It is agreed that the Materials will not be delivered to the shipping company designated by MRTR prior to April 15, 1983, unless the parties hereto agree in writing to an earlier date.

Item Eight. The parties hereto agree that in no event is this Settlement Agreement to be construed by any third party as a waiver of any right of either party hereto against any such third party, but rather this Settlement Agreement

relates only to the rights of the parties hereto.

Item Nine. The parties hereto agree that no term or provision of this Settlement Agreement may be used as evidence by either of them in any litigation, other than to enforce the provisions hereof.

Item Ten. The parties hereto agree that all of the provisions hereof are connected with each other and that none of them or any term or provision hereof can be or should be explained or interpreted separately.

Item Eleven. Any notice required hereunder shall be sent by Telex as follows:

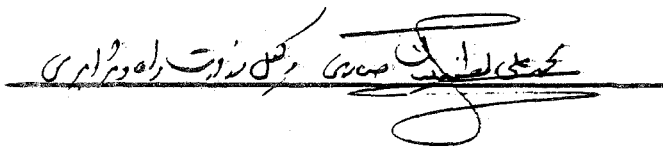
- (a) to MRTR -- 3381 MRTR IR
- (b) to Gulf Ports -- 794795 LCGI DAL.

Item Twelve. This Settlement Agreement has been prepared and executed in both Farsi and in English and both versions are of equal significance in terms of interpretation and execution.

Item Thirteen. The individuals executing this Settlement Agreement hereby represent to each other that they are duly authorized and empowered to execute this Settlement Agreement on behalf of their respective party.

IN AGREEMENT WHEREOF, the parties hereto execute this Settlement Agreement in The Hague on this 24th day of February, 1983.

Authorized Representative of the
Ministry of Roads and Transportation
of the Islamic Republic of Iran



Authorized Representative of
Gulf Ports Crating Company



Marcia E. Lieber
President
Gulf Ports Crating Company



EXHIBIT "A"

Terms and Conditions of an Irrevocable Letter of Credit

Bank: National Westminster Bank
National Westminster Tower
25 Old Broad Street
London EC 2N1HQ England

Originator: Ministry of Roads and Transportation
Islamic Republic of Iran
Telex: 3381 MRTR IR

Establishment Date: Not later than March 22, 1983

Expiry Date: July 15, 1983

Face Amount: Nine Hundred and Eighty Thousand U.S. Dollars (\$980,000)

Beneficiary: Gulf Ports Crating Company
1001 Industrial Blvd.
Plano, Texas 75074
U.S.A.

Special Instructions: None

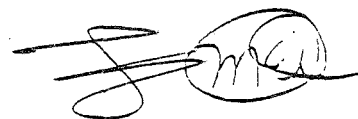
General Instructions: This documentary credit is intended to secure payment of the balance of the Settlement Funds pursuant to the terms and provisions of a Settlement Agreement that was executed on February 24, 1983, by and between the Originator hereof and the Beneficiary hereof.

It is hereby established that there are two methods of payment provided hereunder:

- (a) Delivery Payments;
- (b) Residual Payment, which is due on July 1, 1983.

Documents Required: (a) Delivery Payments
With respect to the delivery payments, it is understood that the payment of Two Hundred and Forty-Five Thousand U.S. Dollars (\$245,000) will be made to the Beneficiary hereof upon presentation of the following documents:

- (i) a statement from the Beneficiary hereof certifying that it has received from the shipping company that was designated by the Originator hereof certain forwarding agents receipts for goods or bills of lading acknowledging delivery of Materials to the shipping company (hereafter referred to as "Receipts") that acknowledge the receipt by said shipping company of at least Three Hundred and Sixty (360) pieces;
- (ii) the originals of the Receipts;



- (iii) an invoice from the Beneficiary hereof to the Originator hereof relating to the Receipts;
- (iv) a packing list from the Beneficiary hereof reflecting the dimensions and weight of the pieces;
- (v) a statement signed by a representative of the Originator hereof that the invoice mentioned in Item (iii) hereof that was presented by the Beneficiary hereof has been reviewed and is now due and payable under the terms of this Letter of Credit.

The Beneficiary hereof may make up to four (4) presentations as described above.

(b) Residual Payment

With respect to the residual payment, it is understood that the only requirement for payment of the balance of the Face Amount hereof that has not yet been paid to the Beneficiary hereof is the presentation of the following documents:

- (i) a certified statement from the Beneficiary hereof stating that it is now July 1, 1983 or later and that in accordance with the terms of the Settlement Agreement dated February 24, 1983, by and between the Beneficiary hereof and the Originator hereof, the Beneficiary hereof is now entitled to payment in full of any unpaid balance under this Letter of Credit;
- (ii) an invoice from the Beneficiary hereof to the Originator hereof to which there is attached either one or the other of the following:
 - ((a)) any Receipts in the possession of the Beneficiary hereof that have not yet been presented under the terms of this Letter of Credit, or
 - ((b)) a certification from the Beneficiary hereof stating that it does not have in its possession any Receipts.

Payment Order To: Gulf Ports Crating Company
Account Number 000-27219
National Westminster Bank
100 Wall Street
New York, New York 10005
U.S.A.

Attention: Steve Meeks

Handwritten signature and initials in the bottom right corner of the page.

EXHIBIT "B"

Terms and Conditions of the Irrevocable Letter of Credit

Bank: National Westminster Bank
National Westminster Tower
25 Old Broad Street
London EC 2N1HQ England

Originator: Ministry of Roads and Transportation
Islamic Republic of Iran
Telex: 3381 MRTR IR

Establishment Date: (not later than April 15, 1983)

Expiry Date: July 15, 1983

Face Amount: (to be determined)

Beneficiary: Gulf Ports Crating Company
1001 Industrial Blvd.
Plano, Texas 75074
U.S.A.

Special Instructions: None

General Instructions: None

Documents Required: (a) an invoice of the Beneficiary hereof accompanied by a statement of a representative of the Beneficiary certifying that said invoice is due for payment;
(b) a statement by a representative of the Originator hereof that the invoice presented by the Beneficiary hereof has been reviewed and that it is now due and payable.

Payment Order To: Gulf Ports Crating Company
Account Number 000-27219
National Westminster Bank
100 Wall Street
New York, New York 10005
U.S.A.

Attention: Steve Meeks

A handwritten signature consisting of a large, stylized 'S' followed by a circled set of initials, possibly 'M&A'.