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MS TRIBUNAL

دیوان داورى دعاوى ایران - ایالات متحدہ

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ORIGINAL DOCUMENTS IN SAFE

Case No. 410

Date of filing: 12-Feb-87

** AWARD - Type of Award on Agreed Terms
- Date of Award 12-Feb-87
6 pages in English _____ 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

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IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحدہ
شیت ثبت - FILED	
Date	12 FEB 1987 تاریخ ۱۳۶۵ / ۱۱ / ۲۲
No.	410 شماره

CASE NO. 410
CHAMBER THREE
AWARD NO. 293-410-3

AERONUTRONIC OVERSEAS
SERVICES, INC., and
HENKELS AND McCOY, INC.,
Claimants,

and

TELECOMMUNICATION COMPANY
OF IRAN,
BANK MARKAZI IRAN and
THE GOVERNMENT OF IRAN,
Respondents.



AWARD ON AGREED TERMS

1. AERONUTRONIC OVERSEAS SERVICES, INC. ("AOSI") and HENKELS AND McCOY, INC. ("H&M") (collectively the "Claimants") submitted a Statement of Claim on 18 January 1982 against Respondent TELECOMMUNICATION COMPANY OF IRAN, ("TCI") BANK MARKAZI IRAN ("Bank Markazi") and THE GOVERNMENT OF IRAN ("Iran") (collectively the "Respondents"). On 29 December 1982 the Respondents submitted their Statements of Defense and Counterclaims.

2. On 16 March 1984 the Tribunal rendered Interlocutory Award No. ITL 36-410-3 in which it decided that it was not deprived of its jurisdiction by a forum selection clause.

3. On 7 January 1987, the Claimants, TCI and Iran submitted a Joint Request for an Arbitral Award on Agreed Terms (the "Joint Request"), signed by the Agent of the Government of the Islamic Republic of Iran and by the representatives of TCI and the Claimants. Attached to the Joint Request was submitted a Settlement Agreement dated 19 November 1986, signed by the representatives of TCI and the Claimants.

4. Although Iran did not sign the Settlement Agreement, in view of the representations made in the Joint Request which was signed by the Agent of the Government of the Islamic Republic of Iran, the Tribunal deems the Joint Request to constitute a binding acceptance and ratification of the Settlement Agreement by Iran. In the Joint Request the Claimants requested that Bank Markazi be dismissed as a Respondent to this Case. The Tribunal deems Iran's signature of the Joint Request to signify its assent to the dismissal of Bank Markazi.

5. The Settlement Agreement provides, inter alia, that the sum of seven million nine hundred thousand dollars (US\$7,900,000) (the "Settlement Amount") shall be paid to

Claimants "[i]n full, complete and final settlement of all disputes, differences and claims arising out of the relationships, transactions, contracts and occurrences related to the subject matter of the Statement of Claim and this Settlement Agreement, and in consideration of the covenants, promises, transfers, waivers, withdrawals, and other agreements contained herein..."

6. The Settlement Agreement further provides that upon the issuance of the Award on Agreed Terms, each Party shall, among other obligations, withdraw and terminate any judicial and administrative proceedings against the other Party including proceedings before this Tribunal.

7. Pursuant to Article V(iii) of the Settlement Agreement TCI:

- a) acknowledges that guarantees Number 09-54-99, Number 09-54-70 issued by the Mercantile Bank of Iran and Holland, Number 78/59 issued by Bank Iranshahr and any request for payment thereunder will be treated as null and void,
- b) agrees to release, cancel and return to AOSI such guarantees and to waive and release any claims that it may have against Claimants based on such guarantees,
- c) agrees to cause the release, cancellation and return to AOSI of letters of credit Number 015124 and Number 015123 issued by Bank of America and guarantee Number ID 43731, issued by Morgan Guaranty Trust Company in connection with the above-mentioned guarantees.

8. Pursuant to Article VI of the Settlement Agreement, upon the issuance of the Award on Agreed Terms,

all titles, rights, benefits and interests of Claimants in properties claimed in the Statement of Claim which are in possession of TCI in Iran shall be transferred to TCI. The Claimants undertake to "prepare and deposit with the Tribunal within 20 days after the Joint Request for an Award on Agreed Terms is filed with the Tribunal, a bill of sale for transfer" of such properties. Further, the Settlement Agreement provides that if TCI causes the Banks issuing the guarantees specified in Article V(iii) to deposit with the Tribunal certain documents withdrawing the demands made under the relevant letters of credit and waiving all rights thereto, the Tribunal shall deliver, upon the issuance of the Award on Agreed Terms, the bill of sale provided by the Claimants to the Agent of the Government of the Islamic Republic of Iran and the documents provided by the Respondents to the Agent of the United States of America. Article VI further provides that in case of delivery of documents to the Tribunal by only one Party, any such documents shall be returned to the Party providing them. Appended to the Settlement Agreement is an Administrative Agreement signed by AOSI, H&M and TCI which provides the forms of the documents required under Article VI of the Settlement Agreement.

9. The Tribunal notes that on 22 January 1987 the Claimants lodged with the Tribunal four originals of a General Bill of Sale and Assignment, substantially identical to the form attached to the Administrative Agreement. The Tribunal determines that the document delivered by the Claimants satisfies the requirements of the Settlement Agreement. No documents were yet delivered to the Tribunal by the Respondents prior to the issuance of this Award. By letter dated 28 January 1987 the Claimants informed the Tribunal that they had agreed with the Respondents that the distribution of the documents referred to in Article VI of the Settlement Agreement would be delayed until 6 March 1987.

10. Mr. George H. Aldrich signs this Award as acting member of the Chamber pursuant to Presidential Order No. 51, filed 3 February 1987.

11. Based on the foregoing,

THE TRIBUNAL AWARDS AS FOLLOWS:

a) The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding on AERONUTRONIC OVERSEAS SERVICES, INC., HENKELS AND McCOY, INC., TELECOMMUNICATION COMPANY OF IRAN and THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN, each of which is bound to fulfill the conditions set forth in the Settlement Agreement.

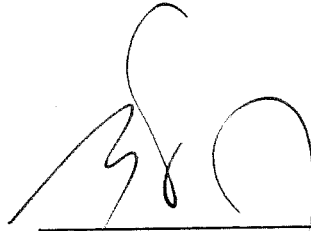
b) TELECOMMUNICATION COMPANY OF IRAN is obliged to pay to AERONUTRONIC OVERSEAS SERVICES, INC. and HENKELS AND McCOY, INC. a total sum of Seven Million Nine Hundred Thousand United States Dollars (US\$7,900,000), which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.

c) BANK MARKAZI IRAN is hereby dismissed as a Respondent to this Case.

d) The Registry is hereby instructed to distribute on 6 March 1987 any documents deposited as of that date by the Claimants and Respondents in the manner described in paragraph 8 of this Award.

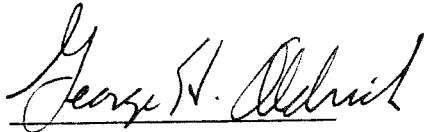
e) This Award on Agreed Terms is hereby submitted to the President for notification to the Escrow Agent.

Dated, The Hague,
12 February 1987



Michel Virally
Chairman
Chamber Three

In the name of God



George H. Aldrich



Parviz Ansari Moin

In the Name of God

Iran-United States Claims Tribunal

The Hague

The Netherlands

CHAMBER 3

CASE NO. 410

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دایری دعاوی ایران-ایالات متحده
ثبت شد - FILED	
Date	7 JAN 1987 ۱۳۶۵ / ۱۰ / ۱۷
No.	410
	تاریخ شماره

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules of Procedure, Claimants Aeronutronic Overseas Service, Inc. ("AOSI") now known as FACI and Henkels and McCoy, Inc. ("H&M") for themselves and on behalf of their parents, agents, affiliates and subsidiaries, whether or not named in the Statement of Claim No. 410, (hereinafter collectively called Claimants) and Telecommunication Company of Iran and its affiliates and subsidiaries ("TCI") and the Islamic Republic of Iran jointly request that the Tribunal issue an Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Claimants and TCI and further Claimants jointly request that Bank Markazi be dismissed as a respondent to this Case.

On November 19, 1986, representatives of AOSI and H&M and TCI entered into a Settlement Agreement, a copy of which is attached hereto, resolving all disputes, claims, differences and counterclaims now existing or capable of arising between them and/by or against Islamic Republic of Iran, Iranian entities, instrumentalities, organizations, institutions or banks in connection with Case No. 410.

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The Parties to the Settlement Agreement agree that Claimants be paid the amount of seven million nine hundred thousand US dollars (US\$7,900,000) out of the Security Account.

Accordingly, the Parties request the Tribunal to record the Settlement Agreement as an Award on Agreed Terms, and consider and declare as terminated, dismissed with prejudice and withdrawn all claims and counterclaims asserted in the Case No. 410.

Respectfully submitted,

in the name of God

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

Aeronutronics Overseas
Services, Inc. (AOSI) and
FACI

By *[Signature]*

By *Karl S. Wolf*

Date *50, 1, IV*

Date *11-19-86*

Telecommunication Company
of Iran

Henkels and McCoy, Inc.

By *J. VAHEDI*

By *Mark McCall*

(as per Powers of Attorney
attached)

D. Vahedi

Date *19/XI-86*

Date *11-19-86*

IRAN UNITED STATES CLAIMS TRIBUNAL		دادگاه داری داری ایران - ایالات متحده
ثبت شد - FILED		
Date	7 JAN 1987	تاریخ
	۱۳۶۵ / ۱۰ / ۱۷	
No.	410	شماره

In the Name of God

Iran-United States Claims Tribunal

SETTLEMENT AGREEMENT OF CASE NO.410 CHAMBER 3

This Settlement Agreement is made this 19 of November, 1986, by and between Telecommunication Company of Iran ("TCI"), organized and existing under the laws of Iran, hereinafter called "Respondent", on the one part and Aeronutronic Overseas Services, Inc. ("AOSI") and Henkels & McCoy, Inc., companies organized and existing under the laws of the State of Delaware, USA, and the Commonwealth of Pennsylvania USA, respectively, hereinafter 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 Claimant in Case No. 410.

WHEREAS, Claimants have raised certain claims as contemplated in the Statement of Claim filed with the Iran-United States Claims Tribunal (hereinafter "the Tribunal"), under Case No. 410 (hereinafter "the Statement of Claim") against Respondent, and Islamic Republic of Iran ("Iran") and Bank Markazi Iran;

WHEREAS, Respondent in responding to the Statement of Claim, has filed its Statement of Defence and Counterclaim;

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WHEREAS, the Parties (the Parties being defined as Claimants and Respondent) have agreed to settle all their claims, disputes, differences outstanding or capable of arising between them and/by or against Iran, Iranian entities, organizations, institutions and in general all claims contained in the Statement of Claim and subsequent submissions and the Statement of Defence and Counterclaim 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 disputes, differences, claims, and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and occurrences between the Parties, including those in the Statement of Claim, subsequent submissions and the Statement of Defense filed with the Tribunal, between the Parties and/by or against Iran, Iranian entities, organizations, institutions and instrumentalities, including all Respondents in Case No. 410.

Article II

The Parties agree to submit this Settlement Agreement to the Tribunal on or before January 8, 1987 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 submitted by such date, then, it shall automatically become null and void, and the Parties, without prejudicing their

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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 and claims arising out of the relationships, transactions, contracts and occurrences related to the subject matter of the Statement of Claim and this Settlement Agreement, and in consideration of the covenants, promises, transfers, waivers, withdrawals, and other agreements contained herein, the sum of seven million nine hundred thousand dollars (US\$7,900,000) (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

Upon the issuance of the Award on Agreed Terms, Claimant shall cause without delay and with prejudice, all proceedings against Respondent 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-United States 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 or differences related to the Statement of Claim or any past dealings related to the Statement of Claim or Counterclaim in Case No. 410 which are within the scope and subject matters of this Settlement Agreement.

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Article V

(i) Respondent agrees to cause the withdrawal or dismissal with prejudice of all claims pending in any court or arbitration proceeding, including, without limitation, claims asserted in Cases Nos. 873, 893 and 908 pending in the Iran-U.S. Claims Tribunal, based upon or relating to any of the guarantees or letters of credit referred to below.

(ii) Respondent agrees to cause the dismissal with prejudice of any action brought in The Courts of Iran by Bimeh Iran or Insurance Company against AOSI (Summons 280/61 dated August 2, 1982) only to the extent that the said action is directly related to either the all risk policy or the marine insurance policy as described in TDP-038 Contract.

(iii) Respondent acknowledges that Guarantees Number 09-54-99 (the Advance Payment Guarantee referred to in the Statement of Claim in Case No. 410) and 09-54-70 (the Performance Guarantee referred to in the Statement of Claim in Case No. 410) issued by the Mercantile Bank of Iran and Holland and Number 78/59 (the Customs Guarantee referred to in the Statement of Claim in Case No. 410) issued by Bank Iranshahr serve no further purpose and that such guarantees and any requests for payment thereunder will hereinafter be treated as null and void; Respondent agrees to release, cancel and return to AOSI such guarantees and to waive and release any claims whatsoever that they may have against Claimants based on such guarantees; and to cause the release, cancellation and return to AOSI of letters of credit Number 015124 and Number 015123 issued by Bank of America in favor of the Mercantile Bank of Iran and Holland, and guarantee Number ID 43731, issued by Morgan Guaranty Trust Company in favor of Bank Iranshahr in connection with the above mentioned guarantees.

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Article VI

Upon the issuance of the Award on Agreed Terms, all titles, rights, benefits and interests of Claimants in properties claimed in the Statement of Claim which are in possession of T.C.I. in Iran shall be transferred to TCI. Claimants shall prepare and deposit with the Tribunal within 20 days after the Joint Request for an Award on Agreed Terms is filed with the Tribunal, a bill of sale for transfer of all said properties. If TCI causes the Banks issuing the guarantees specified in Article V (iii) to deposit with the Tribunal documents withdrawing all demands made under the letters of credit specified in Article V (iii) and waiving all rights under such letters of credit, the Tribunal shall deliver the above-mentioned documents provided by Claimants to the Agent of the Islamic Republic of Iran to the Tribunal and shall deliver the above-mentioned documents provided by TCI or Banks issuing such guarantees to the Agent of the United States of America to the Tribunal upon the issuance of the Award on Agreed Terms. If the Tribunal does not receive documents from both Claimants and TCI or the Banks, any documents delivered to the Tribunal will be returned to the Party providing them.

Article VII

i) Claimant shall indemnify and hold harmless Respondents and their Related Persons as well as Iran, Iranian entities, organizations, instrumentalities, institutions, and divisions against any claim which Claimant, its subsidiaries, affiliates, assignees, transferees, successors, agents, its parent companies, or the subcontractors or by any other person to the extent its claims are included in the Statement of Claim, may raise or take against the Respondent, Iran, Iranian entities, organizations, instrumentalities, and/or against all persons named as Respondents in the Statement of Claim in connection with and under the same cause or causes of action contained in the

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Statement of Claim and/or matters which are within the scope and subject matter of this Settlement Agreement.

(ii) Without prejudice to Claimants' obligations in Paragraph (i) above, Respondent shall indemnify and hold harmless Claimants and their related persons against any claim which Respondent, its subsidiaries, affiliates, assignees, transferees, successors, agents or parent companies or the Islamic Republic of Iran or any agency or instrumentality thereof, or by any other person to the extent its claims are included in the Statement of Defense and Counterclaim may raise or take against Claimants or their related persons in connection with and under the same cause or causes of action contained in the Statement of Defense and Counterclaim and/or matters which are within the scope and subject matter of this Settlement Agreement.

Article VIII

Upon the issuance of the Award on Agreed Terms, Claimants and Respondent 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 Defense and Counterclaim, and or matters which are within the scope and subject matters of this Settlement Agreement.

Article IX

In this Settlement Agreement the Claimants' obligations for Iranian taxes and Social Security Organization premiums have been taken into consideration. Therefore, Respondent agrees that all Iranian taxes and Social Security Organization premiums will be satisfied by T.C.I. and proof of such satisfaction will be furnished to Claimants after the Award on Agreed Terms is issued. The Parties agree that such proof may take some time to be obtained. Therefore, Claimant will be informed when such proof will be issued. KSW

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Article X

Upon the issuance of the Award on Agreed Terms, the obligations, declarations, releases, waivers, withdrawals, dismissals, transfers of rights, interests, benefits, and titles in properties contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal no further documents need to be executed in implementing the provisions of this Agreement.

Article XI

This Settlement Agreement is for the sole purpose of settling the dispute at issue in Case No. 410. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument Respondent 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 XII

The Parties agree that this Settlement Agreement shall be approved and ratified by Iranian authorities on or before January 8, 1987. Should for any reason whatsoever they choose not to confirm this Settlement Agreement by such date, 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 XIII

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. This agreement may be modified or amended only by a written instrument executed by Parties hereto. *KSE*

Article XIV

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

Article XV

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.

Telecommunications Company
of Iran

By J. VAHEDI

D. Vahedi

Date 19/XI-86

Aeronutronic Overseas
Services, Inc.

By Karl E. Wolf
(As per Powers of Attorney
attached)

Date 11.19.86

Henkels & McCoy, Inc.

By Mark McCall
(As per Powers of Attorney
attached)

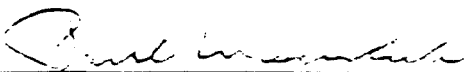
Date 11-19-86


POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that HENKELS & McCOY, INC. (the "Company"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having an office and place of business in Blue Bell, Pennsylvania, hereby makes, constitutes and appoints KARL E. WOLF and MARK McCALL, and each of them, as its true and lawful agents and attorneys for and in its name, place and stead, for the purpose of settling and compromising on behalf of the Company any and all controversies arising in connection with that certain proceeding filed by the Company and Aeronutronic Overseas Services, Inc. with the Iran-United States Claims Tribunal as Case No. 410 on that Tribunal's docket. Authority under this appointment shall include, but not be limited to, the following authority: to sign on behalf of the Company a settlement agreement; to give receipts, waivers and acquittances; to withdraw, dismiss or amend claims or portions thereof; to direct others in taking any such action; and to take such other or further action as they may deem necessary or appropriate in connection with the subject matter hereof; hereby granting and giving unto said agents and attorneys full authority and power to do and perform any and all other acts necessary and incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the Grantor might or could do if personally present.

IN WITNESS WHEREOF, the said establishment has caused these presents to be sealed and signed by its President and Secretary in the town of Blue Bell, Commonwealth of Pennsylvania, United States of America on this 14 day of October, 1986.

HENKELS & McCOY, INC.

By 
Paul Henkels
President

By 
Edward J. Tierney
Secretary

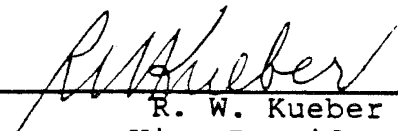
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that FORD AEROSPACE & COMMUNICATIONS INTERNATIONAL, INC. (formerly AERONUTRONIC OVERSEAS SERVICES, INC.) (the "Company"), a corporation organized and existing under the laws of the State of Delaware, and having an office and place of business in Detroit, Michigan, hereby makes, constitutes and appoints KARL E. WOLF as its true and lawful agent and attorney for and in its name, place and stead, for the purpose of settling and compromising on behalf of the Company any and all controversies arising in connection with that certain proceeding filed by the Company and Henkels & McCoy, Inc. with the Iran-United States Claims Tribunal as Case No. 410 on that Tribunal's docket. Authority under this appointment shall include, but not be limited to, the following authority: to sign on behalf of the Company a settlement agreement; to give receipts, waivers and acquittances; to withdraw, dismiss or amend claims or portions thereof; to direct others in taking any such action; and to take such other or further action as he may deem necessary or appropriate in connection with the subject matter hereof; hereby granting and giving unto said agent and attorney full authority and power to do and perform any and all other acts necessary and incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the Grantor might or could do if personally present.

IN WITNESS WHEREOF, the said establishment has caused these presents to be sealed and signed by its Vice President and Secretary in the City of Detroit, State of Michigan, United States of America, on this 1st day of October, 1986.

FORD AEROSPACE & COMMUNICATIONS
INTERNATIONAL, INC.

By


R. W. Kueber
Vice President

By:


R. J. Thompson
Secretary

IRAN - United States Claims Tribunal

Chamber 3

Case No. 4120

ADMINISTRATIVE AGREEMENT

This document is executed by Aeronutronic Overseas Services, Inc., and Henkels & McCoy, Inc., Claimants, and Telecommunication Company of Iran, Respondent, to signify to the Tribunal that in carrying out the delivery of the documents provided for in Article VI of the Settlement Agreement dated November 19, 1986, it is agreed by the parties that documents substantially in the form and substance of those attached, which for identification purposes have been initialed by the parties hereto, are satisfactory to the parties and when signed will be mutually acceptable to the parties.

Telecommunication Company
of Iran

By: D. G. G. G.

Date: 25/12-1986

Aeronutronic Overseas
Services, Inc.

By: H. E. Wolf

Date: DEC 3, 1986

Henkels & McCoy, Inc.

By: Mark McCall

Date: Dec. 5, 1986

GENERAL BILL OF SALE AND ASSIGNMENT

Aeronutronic Overseas Services, Inc., and Henkels & McCoy, Inc. (hereinafter Sellers) for good and valuable consideration to them paid, the receipt and adequacy of which we herein acknowledge and pursuant to and subject to the terms and conditions of Settlement Agreement of Case No. 410 signed on November 19, 1986 between Telecommunication Company of Iran (hereinafter Purchaser) and Sellers, and notwithstanding that certain of the following property may also be covered by separate transfer documents, by these presents do hereby sell, convey, transfer and assign unto purchaser and to its successors and assigns all of the assets of the Sellers used by Sellers in connection with the performance of the TDP-038 contract in Iran that are now in possession of Purchaser (hereafter Purchased Assets) to have and to hold the Purchased Assets unto the Purchaser and its successors and its assigns to and for its or their use forever. This authorizes Purchaser to transfer ownership of the Purchased Assets as the laws of Iran may require or permit.

The Purchased Assets are being hereby transferred AS IS and WHEREIS and except for the representations and warranties explicitly set forth in this Agreement, Sellers HAVE NOT made and WILL NOT be deemed to have made any Representation or Warranty either express or implied as to the merchantability, suitability for a particular purpose or fitness for use of any of the Purchased Assets or any part thereof.

Except as otherwise provided in this Agreement, the sale conveyance, transfer and assignment hereunder of any Purchased Assets is made without recourse.

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In witness whereof the Sellers have caused this General Bill of Sale and Assignment to be signed by one of its duly authorized officials as of

Aeronutronic Overseas Services Inc.

Henkels & McCoy Inc.

By _____

By _____

KSA
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1987

Morgan Guaranty Trust Co.
New York, New York.

Gentlemen :

We hereby withdraw all demands previously made against your guarantee No. 43731 and waive all our rights under such guarantee, which should hereafter be deemed null and void.

Very truly yours,

Bank Tejarat
Successor to
Bank Iranshahr

By _____
Authorized Representative

KSA
MK

January , 1987

Bank of America NT & SA
San Francisco, California

Gentlemen :

We hereby withdraw all demands previously made against your letters of credit No. 015123 and 015124 and waive all our rights under such letters of credit, which should hereafter be deemed null and void.

Very truly yours,

Bank Tejarat
Successor to
Mercantile Bank of
Iran and Holland

By Authorized Representative

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