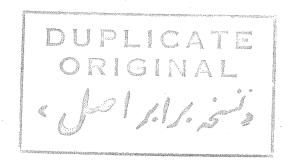
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ORIGINAL DOCUMENTS IN SAFE

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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات معلی



Case No. 12

HALLIBURTON COMPANY,
HALLIBURTON LIMITED and
IMCO SERVICES (U.K.) LTD.,
Claimants,

and

THE ISLAMIC REPUBLIC OF IRAN and NATIONAL IRANIAN OIL COMPANY, Respondents.

CASES NOS. 12 and 13 CHAMBER ONE AWARD NO. 200-12/13-1

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Case No. 13

OTIS ENGINEERING CORPORATION,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN and NATIONAL IRANIAN OIL COMPANY, Respondents.

AWARD ON AGREED TERMS

On 15 October 1985 the Agent of the Government of Islamic Republic of Iran filed a Joint Request for an Arbitral Award on Agreed Terms with the Tribunal, signed by representatives of, on the one hand, HALLIBURTON COMPANY, HALLIBURTON LIMITED, IMCO SERVICES (U.K.) LTD. (the Claimants in Case No. 12) and OTIS ENGINEERING CORPORATION (the Claimant in Case No. 13), and on the other hand, THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN and THE NATIONAL IRANIAN OIL COMPANY (the Respondents in Cases Nos. 12 and 13), requesting the Tribunal to record a Settlement Agreement dated 13 September 1985 as an Arbitral Award. The Parties to the Settlement Agreement are the same as the Parties in Cases Nos. 12 and 13 with the exception that the Islamic Republic of Iran, Respondent in Cases Nos. 12 and 13, is not stated as a Party. Copies of the Joint Request and Settlement Agreement are annexed hereto.

Paragraph 3 of Article 1 of the Settlement Agreement, providing for the transfer of the Claimants' rights, benefits, interests and titles to NIOC, states that "[C]laimants shall provide a notarized quit claim bill of sale transferring all such rights, benefits, interest and titles to those properties to NIOC".

By a letter dated 10 October 1985 and received by the Tribunal on 15 October 1985 the Claimants submitted a notarized quit claim Bill of Sale pursuant to the Settlement Agreement. The letter stated that the Bill of Sale "should be held by the Tribunal in trust and released to NIOC upon payment of the agreed settlement amount for the above two claims." A copy of the letter and the Bill of Sale are annexed hereto.

On 28 October 1985, Case No. 13 was transferred from Chamber Two to Chamber One for the purpose of dealing with the Request and Settlement Agreement in Cases Nos. 12 and 13 jointly.

The Settlement Agreement provides for certain reciprocal obligations by the Parties. It is described in the Joint Request to

be "in full and final settlement of their claims, counterclaims, disputes and differences now existing or capable of arising in connection with or related to any of the Statements of Claims No. 12 and 13 against each other, as well as claims against the Islamic Republic of Iran, and all other persons, organizations and institutions named as Respondents in the above mentioned Statement of Claims."

Article 3 of the Settlement Agreement provides for the payment to the Claimants of the sum of U.S. \$8,725,000. The same Article provides further that "[t]he payment of the settlement amount shall be made after the Tribunal has been furnished evidence by Claimants that the attachments before the German Courts have been withdrawn and revoked."

On 31 October 1985 the Tribunal received a telex from the Claimants' representatives in the Cases Nos. 12 and 13 requesting that the Joint Request and Settlement Agreement be amended so that payment of the Settlement amount would be made to the Claimant Halliburton Company. The telex was filed by way of letter on 8 November 1985. In a letter filed on 18 November 1985 by the Agent of the Government of Islamic Republic of Iran, the National Iranian Oil Company stated that it agreed with the amendments proposed by the Claimants. Copies of the telex and the letters are annexed hereto.

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

Based on the foregoing,

The Settlement Agreement is hereby recorded as an Award on Agreed Terms binding upon the Parties. Consequently, the Respondent NATIONAL IRANIAN OIL COMPANY is obligated to pay the Claimant HALLIBURTON COMPANY, the amount of Eight Million Seven

Hundred and Twenty Five Thousand United States Dollars (U.S. \$8,725,000) 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.

This Award will be submitted to the President of the Tribunal for notification to the Escrow Agent on receipt from the Claimants of evidence satisfactory to the Tribunal of the withdrawal and revocation of the Attachments before the German Courts, as required by Article 3 of the Settlement Agreement.

Upon notification of the Award to the Escrow Agent, the Tribunal will deliver to the Agent of the Government of the Islamic Republic of Iran the Bill of Sale executed by the representative of the Claimants and deposited with the Registry of the Tribunal on 15 October 1985 and a copy of the Claimants' submission evidencing the withdrawal and the revocation of the Attachments.

Dated, The Hague, 20 November 1985

Karl-Heinz Böckstiegel

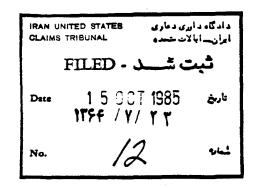
Chairman

Chamber One

In the name of God

Mohsen Mostafavi

Howard M. Holtzmann



IN THE NAME OF GOD

Before

Iran-United States Claims Tribunal
The Hague
The Netherlands

Claim No. 12 - Chamber No. 1 Claim No. 13 - Chamber No. 2

JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules of Procedures, Halliburton Company, Halliburton Limited, IMCO Services (U.K.) Ltd and Otis Engineering Corporation, for themselves and on behalf of their parents, affiliates and subsidiaries, whether or not named in the Statements of Claims Nos. 12 and 13, (hereinafter collectively called "Claimants") and National Iranian Oil Company and its subsidiaries and affiliates (hereinafter called "Respondent"), jointly request that the Iran-U.S. Claims Tribunal ("the Tribunal") issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by the Parties.

On 13th Sephenou, 1985, Claimants on the one part and Respondent on the other, entered into a Settlement Agreement, a copy of which is attached hereto, providing

that, in consideration of agreements, covenants, undertakings, transfers, assignments, waivers, dismissals, and withdrawals as contemplated in the Settlement Agreement entered into between the parties hereto Claimants shall be paid Eight Million Seven Hundred Twenty Five Thousand U.S. Dollars (US\$ 8,725,000) in full and final settlement of their claims, counterclaims, disputes and differences now existing or capable of arising in connection with or related to any of the Statements of Claims No. 12 and 13 against each other, as well as claims against the Islamic Republic of Iran, and all other persons, organizations and institutions named as Respondents in the above mentioned Statement of Claims. The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms.

Therefore, the parties accordingly request the Tribunal to enter an Award on Agreed Terms in the amount of Eight Million Seven Hundred Twenty Five Thousand Dollars (\$8,725,000) to be paid from the Security Account to the Federal Reserve Board of the United States for the account and benefit of Claimants and to dismiss Case Nos. 12 and 13.

HALLIBURTON COMPANY	THE GOVERNMENT OF THE ISLAMIC
	REPUBLIC OF IRAN
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A	
- 1\ W \ \ \A	
By Marie Juli	Ву
RONALD LEE SCOTT	
Its Attorney in Fact,	its
as per Power of Attorney	
attached	
u c cachea	

HALLIBURTON LIMITED

THE NATIONAL IRANIAN OIL COMPANY

BY RONALD LEE SCOTT

By H. Sherhah

Its Attorney in Fact, its_
as per Power of Attorney
attached

its_____

IMCO SERVICES (U.K.) LTD.

By RONALD LEE SCOTT

Its Attorney in Fact, as per Power of Attorney attached

OTIS ENGINEERING CORPORATION

By Nill L

Its Attorney in Fact, as per Power of Attorney attached

IN THE NAME OF GOD

SETTLEMENT AGREEMENT

This Settlement made this \(\) day of \(\) or \(\) ho, 1985, by and between the National Iranian Oil Company, organized under the laws of Iran, (hereinafter called "Respondent") which for the purpose of this Agreement it represents itself, its affiliates and subsidiaries, and Halliburton Company (a Company organized under the laws of the State of Delaware, U.S.A.), Halliburton Ltd and IMCO Services (U.K.) Ltd (both organized under the laws of the United Kingdom) and Otis Engineering Corporation (organized under the law of the State of Delaware, U.S.A.), hereinafter collectively called "Claimants", which for the purpose of this Settlement they represent themselves, their subsidiaries, parents and affiliates (whether or not named in the Statements of Claims NOs. 12 and 13)

WHEREAS, Claimants have raised certain claims as contemplated in the Statements of Claims filed with the Iran-U.S. Claims Tribunal ("the Tribunal") under Nos. 12 and 13 (hereinafter collectively called "the Statements of Claims") against Respondent and the Islamic Republic of Iran("Iran"), Iranian Companies, organizations, instrumentalities and/or institutions, for certain direct relationships had with Respondent, their affiliates and subsidiaries and indirectly for contracts and relationships had with certain other persons and companies whose names appear in the Statements of Claims and other submissions filed by Claimants, or for certain alleged expropriation claims,

<u>WHEREAS</u>, Respondent has filed its Statements of defence and Counterclaims, thereby raising certain counterclaims against Claimants,

WHEREAS, Claimants and Respondent have agreed to settle all their claims and counterclaims, disputes and differences outstanding, between them and against Iran, Iranian companies, organizations, instrumentalities and/or institutions, and in general all claims contained in their Statements of Claims and the Statements of Defence and Counterclaims, in the manner as contemplated herein.

Now, therefore, Claimants and Respondent agree as follows:

Article 1

The scope and subject matter of this Settlement Agreement is:

- 1.1. To settle and dismiss, forever, all disputes, differences, claims and matters, directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts and events related to and subject matters of the Statements of Claims against Respondent and its agents and its parents, affiliates and subsidiary companies and/or against Iran, Iranian companies, organisations, institutions and/or instrumentalities, and the related counterclaims.
- 1.2. To vest irrevocably, without the right of any recourse, and to consider as vested from the time that the rights arose, in National Iranian Oil Company (NIOC) all Claimants rights to receive, demand and to claim against Oil Service Company of Iran (Private Company) ("OSCO") Iranian Oil Services Company Ltd (IROS),

Pan-American Oil Company ("IPAC"), Lavan Petroleum Company ("LAPCO"), Iran Marine International Oil Company ("IMINOCO"), Societe Irano-Italienne des Petroles ("SIRIP"), Kalingas, Deminex Iran Oil Company, and Hormoz Petroleum Company, or against any person that NIOC might find appropriate including the former second parties to IPAC, LAPCO, IMINOCO and SIRIP, Joint Structure Agreements, and OSCO's and IROS's parent companies, whether as a direct claim or by any way of counterclaim. Claimants shall have no right to claim against any person in any forum in respect of the aforementioned claims, rights and interest.

1.3. To transfer, irrevocably and without any right of recourse, to NIOC and to consider as transferred, from the time they arose, all Claimants' rights, benefits, interests and titles to all and any property claimed under the Statements of Claims and to all and any Claimants' property in possession of third persons in Iran. Claimants shall provide a notarized quit claim bill of sale transferring all such rights, benefits, interest and titles to those properties to NIOC. Such transfers shall be on an "as in, where is" basis. Claimants represent that they have not assigned pledged or otherwise transferred such property or any interest in such property to any third person and warrants that they are not aware of any lien or encumbrance whatsoever.

Article 2

Claimants and Respondent agree to submit, as soon as practicable, this Settlement Agreement to be recorded as an Arbitral Award on Agreed Terms. If for any reason the Tribunal fails to make an Award on Agreed Terms as provided in this Settlement Agreement within 45 days from its submission to the tribunal, the Settlement Agreement may be

declared null and void by either Party if the Parties do not agree on an extension of its term.

Article 3

In full and final settlement of all outstanding claims, counterclaims, defences, differences and disputes, asserted or unasserted, between them arising out of or in connection with the transactions, contracts and relationships related to Case Nos. 12 and 13, and the subject matter of this Settlement Agreement and in consideration of covenants, promises, declarations, assignments, transfers, waivers, dismissals and withdrawals and the agreements contained herein, the parties agree that the sum of Eight Million Seven Hundred Twenty Five Thousand Dollars (\$8,725,000) shall be paid to Claimants (the "Settlement Amount"). The payment of the settlement Amount shall be made after the Tribunal has been furnished evidence by Claimants that the Attachments before the German Courts have been withdrawn and revoked.

Article 4

(1) In consideration of the covenants, promises, transfers, assignments, waivers, dismissals and withdrawals, and other agreements contained in this Settlement Agreement, Claimants, its subsidiaries, affiliates, assigns, transferees, successors, agents and their parent companies (should there be any) hereby release and forever discharge Respondent, its subsidiaries, affiliates, assigns, transferees, successors, agents and its parent companies (should there be any), and/or Iran, Iranian companies, organizations, instrumentalities and /or institutions, from any claims, rights or obligations, past, present or future, or any other matters which have been raised, could have been raised or may in future arise in connection with, related to

or arising out of the transactions, events, relationships and subject matters of the Statements of Claims and/or any other past dealings and undertakings, transfers, declarations and waivers which are the scope and subject matter of the Settlement Agreement.

In consideration of the covenants, promises, transfers, assignments, waivers, dismissals, withdrawals, and other agreements contained in this Settlement Agreement, Respondent, its subsidiaries, affiliates, assigns, transferees, successors, agents and its parent companies (should there be any) hereby release and forever discharge Claimants, its subsidiaries, affiliates, assigns, transferees, successors, agents and its parent companies (should there by any) from any claims, rights or obligations, past, present or future, or any other matters which have been raised, could have been raised or may in future arise in connection with, related to or arising out of the transactions, events, relationships and subject matters of the Statement of Claims and/or any other past dealings and undertakings, transfers, declarations and waivers which are the scope and subject matters of the Settlement Agreement.

Article 5

(1) Upon the issuance of the Award on Agreed Terms, Claimants shall cause, without delay and with prejudice, all proceedings against Respondent, its subsidiaries, affiliates, assigns, transferees, successors, agents and their parent companies and/or against Iran, Iranian companies, organisations, instrumentalities and/or institutions, in all courts, forums, or any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal, or any

other forum or authority or administrative body, whatsoever, including but not limited to any court in the United States of America, the Islamic Republic of Iran and/or the courts of the Federal Republic of Germany, in relation to disputes, differences, claims or counterclaims related to the Statements of Claims or any past dealings which are the scope and subject matters of this Settlement Agreement.

(2)Upon the issuance of the Award on Agreed Terms, Respondent shall cause without delay and with prejudice, all proceedings against Claimants, their subsidiaries, affiliates, assigns, transferees, successors, agents and its parent companies (should there by any) in all courts, forums, or any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other forum or authority or administrative body, whatsoever, including but not limited to any court in the United States of America, the Islamic Republic of Iran and/or the courts of the Federal Republic of Germany, in relation to disputes, differences, claims or counterclaims related to the Statement of Claims or any past dealings which are the scope and subject matters of this Settlement Agreement.

Article 6

(1) Claimants shall indemnify and hold harmless
Respondents, their subsidiaries, affiliates, assigns,
transferees, successors, agents and their parent companies
(the "Indemnified Respondents") and Iran, Iranian companies,
Iran's organisations, instrumentalities and/or institutions
against any claim which Claimants, their parents,
subsidiaries, affiliates, assigns, transferees, successors
and agents or third persons may raise or take against the
Indemnified Respondents, Iran, Iranian companies,
organisations, instrumentalities and/or institutions, in

connection with and under the same cause or causes of action contained in the Statements of Claims and undertakings, waivers, transfers and declarations of Claimants which are the scope and subeject matter of the Settlement Agreement.

- (2) Claimants declare that neither Claimants nor any of its directors, officers, agents, subsidiaries, affiliates and parent companies have any claim of less than two hundred and fifty thousand U.S. Dollars (\$250,000) in relation to, connected with or arising out of contracts, dealings, relationships, transactions and events had or occurred prior to 31st January 1982, against Respondent, its directors, officers, employees, subsidiaries, affiliates, agents and parent companies and/or against Iran, Iranian companies, and Iran's organisations, instrumentalities and/or institutions, and against all persons named as Respondents in the Statements of Claims; and agree that should there be any it will be considered as dismissed, withdrawn, terminated and settled upon issuance of the Award on Agreed Terms.
- (3) Upon the issuance of the Award on Agreed Terms, all title, rights, benefit and interests of Claimants in properties claimed in the Statements of Claims or Claimants' properties in possession of third persons in Iran shall be transferred to NIOC. Such transfers shall be on an "as is, where is" basis. Claimants shall prepare and deposit with the Tribunal, together with this Settlement Agreement, a quit claim bill of sale for transfer of all its properties remained and left in Iran and/or properties in third persons' possession in Iran. The Tribunal shall deliver the above mentioned document to NIOC upon the issuance of the Award on Agreed Terms.

Article 7

- (1) Respondent shall indemnify and hold harmless Claimants, its subsidiaries, affiliates, assigns, transferees, successors, agents, and Claimant's parent companies (the "Indemnified Claimants") against any claim or counterclaim which Respondent, its subsidiaries, affiliates, assigns, transferees, successors, agents, Iran and its organisations, instrumentalities, institutions, may raise or take against the Indemnified Claimants in connection with and under the same cause or causes of action contained in the Statements of Claims or Counterclaims and undertakings, waivers and declarations of Respondent which are the scope and subject matters of the Settlement Agreement.
- (2) In this Settlement Agreement, all counterclaims, whether asserted or unasserted for Iranian tax and Social Security Organization premiums and the Labour Court decisions against Claimants for the severance pay and other benefits of their Iranian personnel in connection with or arising out of the transactions, events, relationships and/or past dealings which are the subject matter of this Settlement Agreement shall be paid or otherwise satisfied by Respondent. Claimants shall be deemed to be released from the above mentioned Iranian tax, S.S.O. liabilities and Labour Court decisions upon the issuance of the Award on Agreed Terms.

Article 8

Upon the issuance of the Award on Agreed Terms, the obligations, declarations, releases, waivers, withdrawals, transfers of rights, intertests and titles in properties, dismissals, and the transfer of interest, rights, and claims 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 9

Upon the issuance of the Award on Agreed Terms, Claimants and Respondent shall waive all and any claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims or counterclaims asserted before the Iran-U.S. Claims tribunal, United States Courts or elsewhere (including the Courts of the Federal Republic of Germany) with respect to matters involved in the Statement of Claims, or other claims which are within the scope and subject matters of this Settlement Agreement.

Article 10

Claimants and Respondent agree that this Settlement Agreement shall not affect or prejudice any position of either party or other parties in any matter and case other than the Statement of Claims subject matter of this Settlement Agreement and, except for the instance or instances foreseen in the Settlement Agreement and except for implementing its terms, the Settlement Agreement shall not be used before any court, arbitral tribunal and/or authority or body, whether judicial or administrative. The parties further agree that they shall not cause any third person to use this Settlement Agreement.

Article 11

Claimants and Respondent agree that this Settlement
Agreement should be approved and ratified by the
Respondent's relative authorities in Iran. Should for any
reason the Respondent choose not to ratify and file this
Settlement Agreement with the Tribunal within 35 days of the
date hereof, then this Settlement Agreement shall become
null and void and the parties to the Cases nos. 12 and 13,
without prejudicing

their respective rights, shall be placed in the same positions as they were before the date of this Settlement Agreement.

Article 12

For the purpose of construction and interpretation of the Settlement Agreement the entire agreement shall be read and construed as whole without giving specific effect to any article separately.

Article 13

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

Article 14

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

HALLIBURTON COMPANY

THE NATIONAL IRANIAN OIL COMPANY

By Mydl Mill

RONALD LEE SCOTT

its SEP, 19, 485

its Attorney in Fact as per Power of Attorney attached

HALLIBURTON LIMITED

By MALL LEE SCOTT

its Attorney in Fact
as per Power of Attorney
attached

IMCO SERVICES (U.K.) LTD

RONALD LEE SCOTT

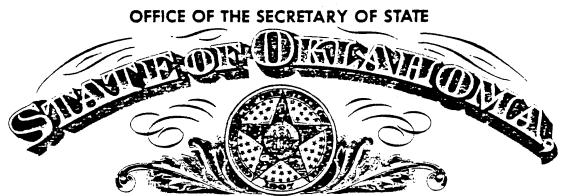
its Attorney in Fact,
as per Power of Attorney
attached

OTIS ENGINEERING CORPORATION

RONALD LEE SCOTT

its Attorney in Fact,
as per Power of Attorney
attached

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF SIGNATURE

(County Officer)

I, the undersigned Secretary of State of the State of Oklahoma, do hereby certify that I am by the laws of said State the custodian of efficial signatures of country officers, and am the proper officer to execute this certificate. I further certify that PRISCILLA HARPER whose name appears on the annexed instrument as _ COURT CLERK in and for STEPHENS Country, Chlahoma, according to the records of mry office was at the time of signing such instrument the duly qualified and acting COURT CLERK of suid country, and as such was duly authorized to sign such certificate; and that I have compared the signature of said officer on the annexed instrument with the original signature of said officer on file in my office, and verily believe that the signature of said officer on the annexed instrument is genuine.



In testimony whereof, I have hereunte set my hand and afficied the Great Seal of the State of Oklahoma at the City of Oklahoma City this 6th. day of September, 1985

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- Country: United States of America
 This public document
- 2. Has been signed by Kathleen Meeks
- 3. Acting in the capacity of Notary Public for Stephens County, Oklahoma
- 4. Bears the seal/stamp of Kathleen Meeks

CERTIFIED

- 5. At Oklahoma City, Oklahoma, U. S. A.
- 6. The 6th day of September, 1985
- 7. By Esta M. Phipps, Assistant Secretary of State
- 8. No. A-426
- 9. Seal/stamp of the State of Oklahoma

10. Signature:

Esta M. Phipps

Assistant Secretary of State



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

HALLIBURTON COMPANY, a corporation, duly organized and existing under the laws of the State of Delaware, United States of America, with an office at 2600 Southland Center, Dallas, Texas 75201, U.S.A., Otis Engineering Corporation, a corporation, duly organized and existing under the laws of the State of Delaware, United States of America, with an office at Webb Chapel-Belt Line Road, P. O. Box 810380, Dallas, Texas 75381, U.S.A., Halliburton Limited, a limited liability company organized under the laws of England with registered office at 17 Hanover Square, London W1R OEL, England, and Imco Services (U.K.) Limited, a limited liability company organized under the laws of England with registered office at 17 Hanover Square, London WlR OEL, England, hereinafter jointly referred to as "Company", hereby appoint RONALD LEE SCOTT their true and lawful Attorney for and on their behalf to represent Company in all matters relating to Cases 12 and 13 in the Iran-United States Claims Tribunal, including but not limited to performing any and all actions of negotiating, settling, executing on behalf of Company a Settlement Agreement and a Joint Request for Arbitral Award on Agreed Terms, or otherwise anything else necessary to represent Company fully on such cases.

This Power of Attorney shall be valid until 31st December, 1985, unless revoked sooner with notice of such revocation filed with the Iran-United States Claims Tribunal.

IN WITNESS WHEREAS, this Power of Attorney has been executed in counterpart by the respective companies to be effective this 4th day of September, 1985.

ATTEST:

By

T. H. Cruikshank, President and Chief Executive Officer

OTIS ENGINEERING CORPORATION

ATTEST:

By

Secretary

RAA:km	
9-5-85	
	HALLIBURTON LIMITED
ATTEST:	HALLIBORION LIMITED
AIILUI.	
	2 A. I D
A. D. Sage, Asst. Secreta	By K. R. LeSuer, Director
B. B. Sagé, Asst. Secreta	ary K. R. LeSuer, Director
A	IMCO SERVICES (U.K.) LIMITED
ATTEST://	
VAL WIZ	in AA
C. A. Masters, Secretary	By D Sage, Director
o. M. Massers, Bestevary	2. 2. 5ago, 21166601
STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)
appeared T. H. CRUIKSHAND who subscribed the name instrument as Presider HALLIBURTON COMPANY, and same as his free and vol	day of September, 1985, personally K, to me known to be the identical person of the maker thereof to the foregoing nt and Chief Executive Officer of acknowledged to me that he executed the luntary act and deed and as the free and for the uses and th.
Given under my han first above written.	d and seal of office the day and year
(SEAL)	
(2-3-3-2)	
	Notary Public in and for
M. Garanianian Business	Dallas County, Texas
My Commission Expires:	NOTARY'S PRINTED NAME:
	NOTALL DELICATED NAME.
STATE OF TEXAS	
COUNTY OF DALLAS) SS.
COUNTY OF BILLING	'
	rsigned, a Notary Public, in and for said
	day of September, 1985, personally
appeared to me known to be the ide	entical person who subscribed the name of
the maker thereof to the	foregoing instrument as

RAA: km 9-5-85

of OTIS ENGINEERING COMPANY, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

(SEAL)

Notary Public in and for Dallas County, Texas

My Commission Expires:

NOTARY'S PRINTED NAME:

STATE OF OKLAHOMA)

COUNTY OF STEPHENS)

Before me, the undersigned, a Notary Public, in and for said County and State on this 4% day of September, 1985, personally appeared K. R. LeSUER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Director of HALLIBURTON LIMITED, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

(SEAL)

Notary Public in and for Stephens County, Oklahoma

My Commission Expires:

111-8-88

COUNTY OF STEPHENS

NOTARY'S PRINTED NAME:

KATHLEEN MEEKS

STATE OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State on this $\frac{4\pi}{10}$ day of September, 1985, personally appeared B. B. SAGE, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Director of IMCO SERVICES (U.K.) LIMITED, and acknowledged to me that he executed the same as his free and voluntary act and deed

SS.

RAA: km 9-5-85

of such corporation, and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

(SEAL)

Notary Public in and for Stephens County, Oklahoma

My Commission Expires:

10-3-88

NOTARY'S PRINTED NAME: KATHLEEN MEEKS

_4

UNITED STATES OF AMERICA X STATE OF OKLAHOMA X ss. COUNTY OF STEPHENS X

I, PRISCILLA HARPER, Clerk of the District Court in and for Stephens County, State of Oklahoma, do hereby certify that KATHLEEN MEEKS has filed in this office a commission for the Secretary of the State of Oklahoma, commissioning her as a Notary Public for a term of four years from the 8th day of October, 1984, together with a bond with sureties approved by me, her official signature and impression of her official seal. Said commission is recorded in Notarial Record 11, Page 571 in the Office of the Court Clerk, Stephens County, State of Oklahoma.

I do further certify that I have compared the signature of KATHLEEN MEEKS, a Notary Public, on file in this office, with the signature of the Notary Public affixed to the within instrument, and verily believe said latter signature to be true and genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of office this 4th day of ______, 1985 .

Court Clerk'

Stephens County, Oklahoma

ZNOZ & NNSV NHOL

PUBLIC NOTARIES TRANSLATORS 15/19 KINGSWAY

TELEPHONE 01-838 9522 TELEX 23209 TTI G

KEITH F. C. BAKER LL.B., FiL. WILLIAM B. KENNAIR LL.B. (associata) BRIDGET M. ELLISON B.A (consultant

- I, WILLIAM BRIGNALL KENNAIR, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:
- THAT the Certificate annexed hereto was signed for and on behalf of HALLIBURTON LIMITED by BILLIE BOB SAGE, Assistant Secretary of the said Company;
- 2. THAT the said Company is duly incorporated and existing under English Law, having its Registered Office at 17 Hanover Square, London W1, England;
- 3. AND THAT the said Certificate, being so signed, is duly executed on behalf of and binding on the said Company.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the fourth day of October One thousand nine hundred and eighty five.

NOE Pub.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

-9. 60T. 1993 Date	No. A063586
This document bears the signature/sea	il of
	NB Kennaix
acting in the capacity of	
•••••••••••••••••••••••••••••••••••••••	Notary Public



For Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs.

CERTIFICATE

I, Billy Bob Sage being the duly appointed Assistant Company Secretary of Halliburton Limited hereby certify that the attached is a true copy of the Resolution of the Board of Directors of Halliburton Limited passed by them on the 19th day of December, 1983 and that the Power of Attorney granted to Ronald Lee Scott dated the 4th day of September, 1985 and signed by Kenneth Ray LeSuer, Director and by myself B.B. Sage as Assistant Company Secretary and sealed with the Company Seal is properly executed by virtue of the authority contained in the above referenced Resolution.

IN WITNESS WHEREOF I have hereunto set my hand as Assistant Company Secretary of Halliburton Limited this 19th day of September, one thousand nine hundred and eighty five.

BILLY BOB SAGE

Assistant Company Secretary of

Halliburton Limited

RESOLUTION OF THE BOARD OF DIRECTORS ACTING PURSUANT TO THE ARTICLES OF ASSOCIATION OF HALLIBURTON LIMITED

WHEREAS Powers of Attorney have hitherto only been granted under the prior authorisation of a resolution of the Board of Directors signed by all of the Directors and

WHEREAS this has occasioned delays in the lodging of such Powers of Attorney with the appropriate authorities in the countries concerned

IT IS HEREBY RESOLVED that hereafter Powers of Attorney may be granted without a prior resolution of the Board provided that such Powers of Attorney are under seal and signed by two Directors or a Director and the Company Secretary for the time being.

FURTHER IT IS RESOLVED that any Power of Attorney issued in the aforesaid manner shall have the same force and validity as any prior Power of Attorney issued under the authorisation of a resolution of the Board signed by all the Directors.

FURTHER IT IS RESOLVED that the use of the seal as aforesaid will be reviewed by the Directors in meeting annually and subjected to the scrutiny of the shareholders at the Annual General Meeting if so requested.

DIRECTORS:	<u>DATE</u> :	
5 SHZ	19-12-83	
L. LEON		
J. a. Dunlos	19-12-83	
O.A. DUNLOP		
STONE	19-12-83	
The 4 John	19-12-63	
K.R. LESUER		
D.M. Wakenson	19-12-83	
S.M. ADKINSON		
SECRETARY:		
SECRETARI:	; C	
S.M. ADKINSON	19-12-83	
D.M. ADNINOUN		

OPERATIONS
LEGAL DE TIMES
FINANTAL ROSE 83

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PUBLIC NOTARIES TRANSLATORS

IMPERIAL HOUSE 15/19 KINGSWAY LONDON WC28 6UU

TELEPHONE 01-836 9522 TELEX 23209 TTI G

KEITH F. C. BAKER LL.B., FiL. WILLIAM B. KENNAIR LL.B. (essociate) BRIDGET M. ELLISON B.A. (consultant)

- I, WILLIAM BRIGNALL KENNAIR, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:
- 1. THAT the Board Resolution annexed hereto was signed for and on behalf of IMCO SERVICES (UK) LIMITED by BILLIE BOB SAGE, FRANK MAX BLAKESLEE, WILLIAM ROBERT COOK, Directors, and CLIFFORD ALBERT MASTERS, the Secretary of the said Company;
- 2. THAT the said Company is duly incorporated and existing under English Law, having its Registered Office at 17 Hanover Square, London W1, England;
- 3. AND THAT the said Resolution, being so signed, is duly executed on behalf of and binding on the said Company.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the fourth day of October One thousand nine hundred and eighty five.

WS/Connais. Not Pub.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Date2, .00T, .1%35	No. A063583
This document bears the signature/seal	of .
	B. Kennair
acting in the capacity of	
Not	any Public



ma

A. PROVAN

For Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs.

IMCO SERVICES (U.K.) LIMITED

RESOLUTION OF THE BOARD OF DIRECTORS PURSUANT TO THE ARTICLES OF ASSOCIATION OF IMCO SERVICES (U.K.) LIMITED

BE IT RESOLVED that Ronald Lee Scott be granted Power of Attorney on behalf of the Company to represent the Company in all matters relating to Cases 12 and 13 in the Iran - United States Claims Tribunal and by such Power of Attorney be empowered to perform any actions of negotiation, settlement or execution or such other thing as may be necessary to represent the Company's interest in this matter.

DIRECTORS	DATE
B.B. SAGE	3rd September, 1985
F.M. BLAKESLEE	3rd September, 1985
W.R. GOOK	3rd September, 1985
COMPANY SECRETARY	3rd September, 1985
REVIEWED .	

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

HALLIBURTON COMPANY, a corporation, duly organized and existing under the laws of the State of Delaware, United States of America, with an office at 2600 Southland Center, Dallas, Texas 75201, U.S.A., Otis Engineering Corporation, a corporation, duly organized and existing under the laws of the State of Delaware, United States of America, with an office at Webb Chapel-Belt Line Road, P. O. Box 810380, Dallas, Texas U.S.A., Halliburton Limited, a limited liability company organized under the laws of England with registered office at 17 Hanover Square, London WIR OEL, England, and Imco Services (U.K.) Limited, a limited liability company organized under the laws of England with registered office at 17 Hanover Square, London WIR OEL, England, hereinafter jointly referred to as "Company", hereby appoint RONALD LEE SCOTT their true and lawful Attorney for and on their behalf to represent Company in all matters relating to Cases 12 and 13 in the Iran-United States Claims Tribunal, including but not limited to performing any and all actions of negotiating, settling, executing on behalf of Company a Settlement Agreement and a Joint Request for Arbitral Award on Agreed Terms, or otherwise anything else necessary to represent Company fully on such cases.

This Power of Attorney shall be valid until 31st December, 1985, unless revoked sooner with notice of such revocation filed with the Iran-United States Claims Tribunal.

IN WITNESS WHEREAS, this Power of Attorney has been executed in counterpart by the respective companies to be effective this 4th day of September, 1985.

ATTEST:

HALLIBURTON COMPANY

Secretary

T. H. Cruikshank, President and Chief Executive Officer

ATTEST:

Secretary

OTIS ENGINEERING CORPORATION

D. Y. Fisher

Executive Vice President

HALLIBURTON LIMITED

	Rv
B. B. Sage, Asst. Secretary	K. R. LeSuer, Director
ATTEST:	IMCO SERVICES (U.K.) LIMITED
Robert A. Atherton, Secretary	By B. B. Sage, Director
STATE OF TEXAS) COUNTY OF DALLAS)	Ss.
County and State on this L+A appeared T. H. CRUIKSHANK, to who subscribed the name of the instrument as President and Challiburton COMPANY, and acknowame as his free and voluntary	A Notary Public, in and for said day of September, 1985, personally me known to be the identical person maker thereof to the foregoing nief Executive Officer of the two was and deed and as the free and a corporation, and for the uses and
Given under my hand and seal first above written.	of office the day and year
Notary Public in and for the State of Texas My Commission Expires: 4-3-88 NOTARY'S PRINTED NAME: HAN	EN L CALPENTEL.
STATE OF TEXAS)	SS.
County and State on this 5th appeared D. Y. FISHER to me known to be the identication	Notary Public, in and for said day of September, 1985, personally al person who subscribed the name of going instrument as Executive Vice

of OTIS ENGINEERING CORPORATION, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

Notary Sublic in and for the State of Texas

My Commission Expires: 5/3//89

NOTARY'S PRINTED NAME:

SANDY J. WARREN Notary Public Dallas County, Texas

STATE OF OKLAHOMA)
COUNTY OF STEPHENS)

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of September, 1985, personally appeared K. R. LeSUER, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Director of HALLIBURTON LIMITED, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

Notary Public in and for
Stephens County, Oklahoma

My Commission Expires:
NOTARY'S PRINTED NAME:

STATE OF OKLAHOMA
)

SSS.

COUNTY OF STEPHENS
)

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of September, 1985, personally appeared B. B. SAGE, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Director of IMCO SERVICES (U.K.) LIMITED, and acknowledged to me that he executed the same as his free and voluntary act and deed

of such corporation, and for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year first above written.

Notary Public in and for Stephens County, Oklahoma My Commission Expires: NOTARY'S PRINTED NAME:

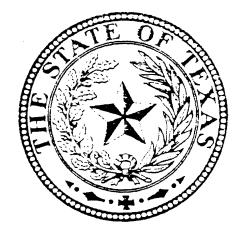


The State of Texas

SECRETARY OF STATE

The	undersigned, as Secretar	y of State of the State
of Texas, HEREBY	CERTIFIES that according	to the records of this
office, KA	AREN L CARPENTER	qualified as a
Notary Public for	r the State of Texas on _	April 3, 1984 ,
for a term ending	g on April 3, 1988	•

IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this



Secretary of State



The State of Texas

SECRETARY OF STATE

The	undersigned, as Secretary of Sta	te of the State
of Texas, HEREBY	CERTIFIES that according to the	records of this
office,	SANDY J WARREN	qualified as a
Notary Public for	the State of Texas on May 31,	1985,
for a term ending	on <u>May 31, 1989</u> .	

IN TESTIMONY WHEREOF, I have hereunto

signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this 6th day of September .. A. D. 19 85 Secretary of State

RESOLUTION OF THE BOARD OF DIRECTORS OF HALLIBURTON COMPANY

RESOLVED, that the President and Chief Executive Officer of Halliburton Company (the "Company") be and he is hereby authorized to grant to other officers, agents and employees of the Company, and to such other persons as he shall select from time to time, authority to act for and to bind the Company with respect to the business and affairs of the Company. The exercise of this authority by the President and Chief Executive Officer shall be in the form of a Power of Attorney executed by the President and Chief Executive Officer and attested by the Secretary, or an Assistant Secretary, of the Company, who shall affix the corporate seal.

THE STATE OF TEXAS)

CERTIFICATE

COUNTY OF DALLAS)

I, the undersigned, Susan S. Keith, being the duly elected, qualified and acting Assistant Secretary of Halliburton Company, a Delaware corporation (the "Company"), do hereby certify that the foregoing is a true, correct and complete copy of a resolution duly and regularly adopted by the Board of Directors of the Company in a regular meeting held July 19, 1984, and that said resolution has not been repealed, amended or changed in any way and is in full force and effect at the time of this certificate, all as is shown by the official records of the Company in my custody.

I further certify that the Power of Attorney effective September 4, 1985, a copy of which is attached hereto, was granted pursuant to the authority contained in the said Resolution, and that the said Power of Attorney is in full force and effect at the date of this certificate, all as is shown by the official records of the Company in my custody.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Company this the 18th day of September, 1985.

Susan S. Keith Assistant Secretary

(SEAL)

SUBSCRIBED AND SWORN TO before me this 18th day of September, 19

My commission expires: October 1, 1988

Betty McAfee, Notary Public for th

State of Texas



OFFICE OF THE SECRETARY OF STATE

1.

2.

3.

5.

7.

8.

9.

Seal

Certificate No. 187-3531

APOSTILLE					
(Convention de La Haye du 5 Octobre 1961)					
Country: I	United States of America document				
has been signed by	BETTY MCAFEY				
acting in the capacity of	Notary Public, State of Texas				
bears the seal/stamp of Betty McAfey, Notary Public, State of Texas					
at Austin, Texas	6. on <u>September</u> 19,19 <u>85</u>				
by the Secretary of State of Texas					

/W/and

RESOLUTION

RESOLVED, the President or a Vice President of the Company be and are hereby authorized, acting individually, to grant to other officers, agents and employees of the Company, and to such other persons, as such officer shall select from time to time, authority to act for and to bind the Company with respect to the business and affairs of the Company. The exercise of this authority by the President or a Vice President shall be in the form of a Power of Attorney, either limited or general, executed by the President or a Vice President, and attested by the Secretary or an Assistant Secretary of the Company, who shall affix the corporate seal.

STATE OF TEXAS X COUNTY OF DALLAS

RICHARD B. GRISHAM, being duly sworn, deposes and says that he is the Secretary of OTIS ENGINEERING CORPORATION, a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at Belt Line and Webbs Chapel Roads, Carrollton, Texas; that he has custody of the books of the said Corporation; and that the foregoing is a true and correct copy of a Resolution approved at the meeting of the Corporation's Board of Directors held on February 24, 1981.

WITNESS MY HAND AND THE SEAL of the said Corporation this 17th day of September, 1985.

SWORN TO BEFORE ME, this 17th

day of September, 1985.

Notary Public in and for the Dallas County, Texas State of Texas.

SANDY J. WARREN Notary Public

My Commission expires: 5/31/89



OFFICE OF THE SECRETARY OF STATE

APOSTILLE					
(Convention de La Haye du 5 Octobre 1961)					
1.	Country: United States of America This Public document				
2.	has been signed by	SANDY J WARREN			
3.	acting in the capacity of	Notary Public, State of Texas			
4.	bears the seal/stamp of	Sandy J Warren, Notary Public, State of Texas			
CERTIFIED					
5.	at Austin, Texas	6. on <u>September 19</u> ,19 85			
7.	by the Secretary	of State of Texas			
8.	Certificate No. 187-3528				
9.	Seal	Secretary of State			



HALLIBURTON MANUFACTURING AND SERVICES LTD 17 Hanover Square London W1R OEL Tel: 01 629 7611 Cable: HOWCOLOND Telex: 263166 Registered in ENGLAND No. 611451

RLS/SC-85-340

October 10, 1985

Mr. Gulliford,
Registrar,
Iran U.S. Claims Tribunal,
13 Parkweg,
The Hague,
Holland.

Dear Mr. Gulliford,

Re: Cases 12 and 13 Iran U.S. Claims Tribunal

In connection with a settlement agreement being filed today enclosed please find a notarised quit claim Bill of Sale which should be held by the Tribunal in trust and released to NIOC upon payment of the agreed settlement amount for the above two claims. If the Tribunal should refuse to approve the parties settlement agreement then I believe the document should be returned to my attention. Thank you for your assistance in this matter.

Very truly yours,

RONALD L. SCOTT

JOHN VENN & SONS

PUBLIC NOTARIES TRANSLATORS

IMPERIAL HOUSE 15/15 KINGSWAY FONDON MCSB EUD

TELEPHONE 01-836 9522 TELEX 23209 TTI G

KEITH F C BAKER LLB.FIL WILLIAM B KENNAIR LLB (associate) BRIDGET M ELLISON B.A consultant

- I, WILLIAM BRIGNALL KENNAIR, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:
- 1. THAT the Document annexed hereto was signed for and on behalf of HALLIBURTON COMPANY, HALLIBURTON LIMITED, IMCO SERVICES (UK) LIMITED and OTIS ENGINEERING CORPORATION by RONALD LEE SCOTT, Attorney in Fact of the said Companies;
- 2. AND THAT the said Document, being so signed, is duly issued by the said Companies.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London aforesaid, the nineteenth day of September One thousand nine hundred and eighty five.

NOE Pul.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

23. SEP. 1983 Date	No.	A059710
This document bears the signature/sea	l of	
W.B.	ζ.e. _{n. i}	Λ α ὶ c
acting in the capacity of Not	ary P	ublic



P Purewal

P. Purewa!

For Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs.

QUIT CLAIM

BILL OF SALE

Halliburton Company (a company organized and existing under the laws of the State of Delaware, U.S.A.), Halliburton Limited and IMCO Services (U.K.) Limited (both wholly owned subsidiaries of Halliburton Company organized and existing under the laws of the United Kingdom), and Otis Engineering Corporation (organized and existing under the laws of the State of Delaware, U.S.A.), all companies hereinafter referred to collectively as "Sellers", for and in consideration of the sum of ten (10) U.S. Dollars and other valuable consideration the receipt of which is hereby bargained, disclaimed, sold, conveyed has transferred and does hereby disclaim, sell, convey, quitclaim and transfer all its rights, title and interest, legal beneficial, to all its real, tangible, personal property and including workshops, warehouses and offices, left behind in Iran (including but not limited to the properties claimed in Statement of Claims Nos. 12 and 13 filed before Iran-U.S. Claims Tribunal) to the National Iranian Oil Company, hereinafter referred to as "Buyer".

To have and to hold the property belonging to Buyer, its subsidiaries, affiliates, successors, assignees, and transferees, the Sellers represent that they have not assigned, pledged or otherwise transferred such property or any interest in such property to any third person and warrants that they are not aware of any encumbrance whatsoever.

Except for such warranty, Sellers make no warranty of quality, condition, merchantability or fitness or any other implied or

express warranty, the sale hereunder being instead on the basis of "as is where is".

IN WITNESS WHEREOF, Sellers have caused this Quit Claim Bill of Sale to be executed on the 16th day of September 1985.

Halliburton Company

Halliburton Limited

Ву

Ronald Lee Scott Attorney in Fact Ву

Ronald Lee Scott Attorney in Fact

Imco Services (U.K.) Limited

Otis Engineering Corporation

Βv

Rohald Lee Scott Attorney in Fact By

Ronald Lee Scott Attorney in Fact

Acceptance of Bill of Sale

National Iranian Oil Company hereby accept the above Quit Claim Bill of Sale dated 16th September, 1985 for consideration therein set forth.

IN WITNESS WHEREOF, this acceptance of the Quit Claim Bill of Sale has been duly executed on day of 1985.

National Iranian Oil Company

Ву

دیوان داوری دعاوی ایران - ایالات مخل

Registry

دفتــر ديوان

MEMORANDUM

یا ددا شت

To : Chairman and Members of Ch. 2

From: The Co-Registrars

Re : Case No. 13

سه : رئيس واعضاى شعبه ٢

از: مدیران مشترک دفتسر

موضوع : پرونده شماره ۱۳

Filing of this betber/telex will be done upon arrival of the Farsi version. به پیوست نسخه ای از معلاهدد/تلکیسی رسیده در تاریخ ۹ آبان ماه ۱۳۶۴ درپرونده بالا را ارسال میدارد.

ثبت این علاهد/ تلکس پس از رسیدن نسخه فارسی آن انجام خواهد شسد.

cc: Chamber Clerk Ch 2

Agent of the Islamic Republic

of Iran

Agent of the United States of

America

رونوشت: منشی شعبیه ۲ : نماینده رابط جمهوری اسلامی

ایسران

: نماینده رابط ایالات متحده

آ مر بکا

Date: 31 October 1985

تاریخ : ۹ آبان ماه ۱۳۶۴

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35-10-31 10:51 9339

to: 34306 nt

the honorable karl-heinz bockstiegal attn:

the nonorable robert briner

r. L. scott from:

31st october 1985 L 4219-10 date:

31016 amemb nl C.C. mr. john crook attn:

J2094 irano nl c.c. attn: mr. a. mouri

32570 abogado nyk 0.0. attn: mr. tony petrello

obairs no. 12 and 17 re:

TTFF /A/

RECEIVED3 1 OCT 1985

dean ressns. charimen:

on obtober 15, 1985, a + joint request for an arbitral award on agreed terms and together with a settlement agreement was filled claim nos. 12 and 13. | claimants (halliburtor and otis on their own behalf and on behalf of their subsidianies carents and affiliates) hereby wish to clarify the joint request and the settlement agreement to specify that, in full and final settlement of all claims in cases and 13 halliburton company alone should be paid the settlement amount described in the joint request and settlement agreement.

claimants request that the following amendments be made to the joint request and settlement agreement:

- joint request, page 2, line 4, substitute the words + claimants shall be + with the words, + halliburton company shall be+
- joint request, page 2, para 2, (last line) substitute the words + and benefit of claimants + with the words + and benefit of halliounton company +
- sattlement agreement, article 3, line 11 substitute the burds + shall be paid to claimants + with the words + shall be not but hallihunten commany +

this tolex will be followed by a letter very promptly. Claimants understand that the national inanian oil company concurs with these amendments.

respectfully submitted

nomald t. scott attorney in fact for claimants in cases 12 and 17.

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Tel-UT 629 704 1 Call Tel-UT 629 704 1 Call

LLIBURTON MANUFACTURING AND SERVICES LTD

17 Harrover Square London W1R DEL

Tel: U1 629 704 Cable: HOWCOLOND Telex: 263166 Registered in ENGLAND No. 61145

RLS/SC-85-361

October 31, 1985

The Honorable Karl-Heinz Bockstiegel
The Honorable Robert Briner
Iran - U.S. Claims Tribunal
13 Parkweg
THE HAGUE
Netherlands

RECEIVED 5 NOV 1985

Dear Messrs. Chairmen:

On October 15, 1985, a joint request for an arbitral award on agreed terms together with a settlement agreement was filed in Claim Nos. 12 and 13. Claimants (Halliburton and Otis on their own behalf and on behalf of their subsidiaries parents and affiliates) hereby wish to clarify the joint request and the settlement agreement to specify that, in full and final settlement of all claims in Cases 12 and 13 Halliburton Company alone should be paid the settlement amount described in the Joint Request and Settlement Agreement.

Claimants request that the following amendments be made to the Joint Request and Settlement Agreement:

- 1. Joint Request, page 2, line 4, substitute the words
 "claimants shall be" with the words "Halliburton
 Company shall be".
- 2. Joint Request, page 2, para 2, (last line) substitute the words "and benefit of claimants" with the words "and benefit of Halliburton Company".

Continued...

3. Settlement Agreement, Article 3, line 11 substitute the words "shall be paid to claimants" with the words "shall be paid to Halliburton Company".

Claimants understand that the National Iranian Oil Company concurs with these amendments.

Respectfully submitted

RONALD L. SCOTT

ATTORNEY IN FACT FOR

CLAIMANTS IN CASES 12 AND 13

cc: Mr. John Crook

Mr. A. Mouri

Mr. T. Petrello

IRAN UNITED STATES د ادگاه د اوری دماری CLAIMS TRIBUNAL ايران الأناسية ثنت شــد - FILED

Date 1 8 NOV 1985 تأريخ

1784 /A/ TY

No.

EMBAS



sy of the islamic republic of Iran Agent Bureau The Hague

No. 13514

27.8.64

13.11.85

Encl.

IN THE NAME OF GOD

Chairman, Chamber 1, Iran-U.S. Claims Tribunal, Parkweg-13, The Hague.

ن دا وری دعا وی ایرا ن ـ ایا لات متحده

Re: Cases Nos. 12 & 13 موضوع: پروندها یشما ره ۱۲و۱۳

آقای محترم

Sir,

Enclosed herewith please find NIOC's letter concerning the agreement with Claimant's proposed changes to the Settlement Agreement in the instant case.

بهپیوست نا مه شرکت ملی نفت ایرا ن در مورد موافقت باتفییرات بیشنهسادی خوا ها ن در موافقتنا مه حل وفصل ایسن دعوی، ارسال میگردد.

Yours sincerely,

با احترام

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

محمدکریما شرا ق نما بنده ولت جمهوری اسلامی ایران در the نماینده دولت جمهوری دیوا ن دا وری دعاوی ایران ـ ایا لات مکعوف Dated: November 6, 1985

تاریخ: ۶ نوامبر۱۹۸۵

The Honourable Judge Karl-Heinz Bockstiegel & the Honourable Judge Robert Briner, Iran-U.S. Claims Tribunal, Parkweg 13, The Haque.

جنا بقاض کا رل ها ینس بوکشتیگل و کا جنا بقاضی روبرت برینر دیوان دا وریدعا وی ایران با ایا لات متحده پارک وخ ۱۳ لاهه

RE: Settlement Agreement in Cases
Nos. 12 and 13

Your Honours,

With reference to the telex dated 31st October, 1985 and letter No. RLS/SC-85-361 issued on the same date by the fully authorized attorney in fact of the Claimants and Parties to the Settlement Agreement in the above-mentioned two cases, this is to agree with the changes proposed in Article 3 of the Settlement Agreement and page 2 of the Joint Request for an Award on Agreed Terms.

Respectfully submitted,

National Tranian Oil Company

موضوع: موافقتنا مه های حل وفصل پرونده هایشماره ۱۲ و ۱۳

احتراما"،

عطف به تلکس مورخ ۳۱ اکتبر ۱۹۸۵ ونا مسه شما ره 361–85–85 همان تا ریخ وکیل ونما ینده تا ما لاختیا رخوا هان ها و طرف های موا فقتنا مه حل وفصل پرونده های فوقا لذکر ، بدینوسیله با تغییل مه حل وفصل و پیشنها دی در ما ده ۳موا فقتنا مه حل وفصل و مفحه ۲ تقاضای مشترک برای صدور را و ی برا ساس شرایط مرضی الطرفین موا فقلل مینماید.

با تقدیم احترام اران شرکت ملی تغت ایران