

STAFF INVESTIGATION  
RELATING TO THE NOMINATION OF  
**G. WILLIAM MILLER**  
TO BE CHAIRMAN OF THE BOARD OF GOVERNORS  
OF THE FEDERAL RESERVE SYSTEM

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PART 2

EXHIBITS AND DOCUMENTS INITIALLY SUBMITTED BY TEX-  
TRON, INC. IN RESPONSE OF SUBPOENA FROM THE SENATE  
COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS

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OF THE  
COMMITTEE ON BANKING, HOUSING  
AND URBAN AFFAIRS  
UNITED STATES SENATE



FEBRUARY 27, 1978

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**DAVID P. DOHERTY, *Associate Director, Division of Enforcement,  
Securities and Exchange Commission***

(II)

TABLE OF EXHIBITS

1. Senator Proxmire letter to Committee staff giving them authority to take testimony under oath.
2. Committee subpoena to Textron
3. McLean letter to Soutter, January 25, 1978
4. Soutter letter to McLean (submitted with Textron documents), January 27, 1978.
5. Textron Policy Statement (of August 16, 1976) re: company standards of conduct for manufacturers representatives.
6. Zanganeh letter to Orpen, November 28, 1967.
7. Orpen letter to Zanganeh, February 16, 1968.
8. Air Taxi Internal Memo, February 27, 1968.
9. Orpen cable to Air Taxi, February 28, 1968.
10. Air Taxi internal memo, March 1, 1968
11. Air Taxi internal memo, April 1, 1968
12. Kling cable to Air Taxi, April 30, 1968
13. General Toufania letter of intent to Atkins, BHC, April 18, 1972
14. Sylvester letter to Twitchell, March 31, 1971
15. Kenworthy cable to Air Taxi, June 2, 1971
16. Air Taxi cable to Bell Helicopter, August 24, 1971
17. Air Taxi cable to BHC, August 27, 1971
18. Air Taxi internal memo, October 28, 1971
19. Air Taxi internal memo, September 21, 1971
20. Zanganeh to Bell Helicopter, March 2, 1968
21. Air Taxi to Gallagher, December 10, 1972
22. Air Taxi internal memo, September 3, 1971
23. Horsley to Zanganeh, October 14, 1971
24. Air Taxi (Snapper) cable to BHC, Brussels, September 24, 1971

25. Air Taxi Customer's Weekly Progress Report, August 31, 1971
26. Air Taxi Internal Memo, August 22, 1971
27. Sylvester to Atkins and Ducayet, August 13, 1971
28. Air Taxi to BHC-Sylvester, April 6, 1971
29. Air Taxi internal memo, November 2, 1969
30. Air Taxi internal memo, November 10, 1968
31. Air Taxi internal memo, March 1, 1968
32. Bell internal document: Fort Worth to Hunt-Horsley  
September 21, 1971
33. Air Taxi Internal memo, April 10, 1971
34. Sylvester aide memoire, April 28, 1971
35. Air Taxi internal memo, July 23, 1971
36. Gallagher cable to Iranzad, August 10, 1971
37. Gallagher cable to Sylvester, April 12, 1972
38. Sylvester letter to Air Taxi, June 16, 1972
39. Air Taxi internal memo, April 11, 1968
40. Zanganeh to Taylor-BHC, December 24, 1969
41. Air Taxi internal memo, December 27, 1969
42. Air Taxi internal memo, April 10, 1971
43. Air Taxi internal memo, April 24, 1971
44. Sylvester aide memoire, April 28, 1971 (same as Ex. 34)
45. Air Taxi internal memo, May 29, 1971
46. Air Taxi internal memo, July 6, 1971
47. Air Taxi internal memo, March 19, 1972
48. Air taxi internal memo, August 25, 1972
49. Air Taxi internal memo, August 26, 1972



50. Air Taxi Internal Memo August 28, 1972
51. Zanganeh Cable to Sylvester September 20, 1972
52. Air Taxi internal memo April 18, 1972
53. Air Taxi Internal Memo May 12, 1972.
54. Horsley cable to Zanganeh February 7, 1972
55. Air Taxi Internal memo October 2, 1971
56. Rudning to Department of Army-AVSCOM negotiations  
on Air Taxi commission May 9, 1973
57. Instrument of Air Taxi ownership May 21, 1973
58. Statement of Air Taxi describing the company no date
59. Air Taxi internal memo April 19, 1968
60. Bell Helicopter agreement with Air Taxi August 27, 1959
61. Bell Helicopter agreement with Air Taxi 1968
62. Bell Helicopter agreement with Air Taxi June 15, 1970
63. Amendment number 1 (to 1970 agreement)
- 63A. Amendment number 1 (to 1970 agreement) April 1, 1970
64. Amendment number 2 (to 1970 agreement)
65. Amendment number 3 (to 1970 agreement)
66. Textron Internal Report (prepared by Soutter)
67. Sylvester letter to Zanganeh included with proposed  
Amendment number 1, June 16, 1972
68. Amendment number 1 copies similar to #63
69. Amendment number 1 copies similar to #63
70. Gallagher cable to Sylvester July 26, 1972
71. Sylvester cable to Mitchell August 9, 1972
72. Mitchell cable to Sylvester August 16, 1972
73. Yates cable to Gallagher May 22, 1972
74. Arthur Young submission: Textron-Bell work papers

75. Farmer memo re: Iranian commission July 30, 1973
76. Air Taxi internal memo October 27, 1972
77. Response to questions posed by Committee  
re: Textron's standards of conduct (six attachments)
78. Sylvester letters to Toufanian May 4, 1972
79. IRS (7 pg) handwritten notes Request, Dept of  
Treasury June 1, 1977
80. Arthur Young and Co. letter to Sen. Banking Jan 27, 1978
81. Document showing ownership interest in Air Taxi  
per Iran registration records
82. Letter from Mr. French to Mr. Feliton of Bell Jan 14, 1967
83. Letter from Kling to French Jan 30, 1967
- 83A. French letter to State Department August 8, 1966
- 83B. French letter to State Department August 27, 1966
- 84A. Chronological Aide Memoire to General Pakravan from  
Paul Steinheil April 26, 1966
- 84B. Registration records of Air Taxi and Heli Taxi
- 84C. Letter from Heidebrecht, Cessna to Zanganeh July 22, 1966
- 84D. MacFarlaine letter to IHC April 10, 1966
- 84E. Letter from U. S. Embassy to Mr. French July 14, 1966
- 84F. Letter from Mr. French to Mr. Hare August 24, 1966
- 84G. Letter from Mr. French to Mr. Hare August 24, 1966
- 84I. Letter from Laylin on behalf of Mr. French to Aviation  
Development Consultants April 1, 1961
- 84L. Letter from Mr. French to Mr. Diehl, Bell April 4, 1964
- 84J. Manufacturer's Foreign Representative Agreement Bell Heli, 1965
85. C. Robert Bell notes of 9/22/66 telephone conversation  
with Mr. Mulligan, DOS
86. C. Robert Bell notes of 9/28/66 telephone conversation  
with Mr. Mulligan, DOS

- 87A. C. R. Bell letter to Dr. Safavi October 22, 1966
- 87B. Special power of attorney attachment included with 10/22/66 CRB letter to Safavi
88. C. Robert Bell notes of 11/2/66 interview with Jose and Feliton/BHC-no date on notes
89. C. Robert Bell letter, November 28, 1966 to Jack Zook of Cessna.
90. C. Robert Bell letter to Bill French November 3, 1966
91. C. Robert Bell letter to Feliton (1 page) January 5, 1967
- 91A. Same as above-identical page 2
92. Bolton cable to C. R. Bell January 15, 1967
93. Orpen, BHC letter to C. R. Bell January 17, 1967
94. C. Robert Bell letter to Bill French January 16, 1967
95. French letter to Kling, BHC-encloses Kling letter to French, copies sent to C. Robert Bell Jan. 30, 1967
96. C. Robert Bell letter to Dwayne Jose, BHC July 7, 1967
97. C. Robert Bell letter to Bill French July 11, 1967
98. French letter to C. Robert Bell, July 21, 1967
99. C. Robert Bell telex to French November 20, 1967
100. C. Robert Bell letter to French November 20, 1967
101. Orpen, BHC letter to French December 11, 1967
102. C. Robert Bell to Jose July 7, 1967
103. Galerstein to Marinaccio February 15, 1978
104. Soutter to Marinaccio February 15, 1978
105. French letter to Feliton with BHC distribution stamp January 5, 1967



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## United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

February 10, 1978

### MEMORANDUM

TO: Members of the Committee on Banking, Housing  
and Urban Affairs

FROM: The Chairman

RE: Staff investigation in re G. William Miller

Attached for your information and review is the data thus far gathered by the staff in its inquiry into the \$2.9 million payment by Textron/Bell to Air Taxi, a company in which General Khatami is reported to have had an ownership interest. This inquiry arose in connection with the nomination hearing of Mr. G. William Miller.

Included in these materials are a number of letters including those to the State Department, the C.I.A. and other government agencies, as well as the responses received. There are also attached copies of transcripts from testimony of five Textron/Bell officials taken under oath and the documents received from Textron in response to the Committee's subpoena.

The staff investigation is continuing, and I would expect that further testimony under oath will be taken next week by the staff, including the testimony of former and present Textron/Bell officials (Messrs. Orpen, Felotin, Yost, Ducayet and Kling) and Textron/Bell's former sales agent in Iran, Mr. French, and his attorney, Mr. Bell, who may have knowledge of Textron/Bell's relationship with Air Taxi. Depositions may also be taken from other persons. At least one of the prospective witnesses desires to have a protective subpoena issued to him.

In response to the Committee's subpoena issued last week, Textron supplied cancelled checks payable to

Air Taxi which were deposited in an Oklahoma bank and in the Paris office of Citibank. To trace these funds, subpoenas have been served upon these banks requiring information concerning disbursements of funds out of Air Taxi accounts. This information will be supplied to you when it is received.

The staff has also requested affidavits from members of Textron's Board of Directors during 1973 and from State/Defense officials with responsibility for Iranian affairs to learn what knowledge they may have concerning the \$2.9 million payment and Bell's relations with Air Taxi.

A Committee meeting on this subject will be held on Tuesday, February 21, at 3:00 p.m. in Room 5300.

This memorandum and the transcripts and documents received from Textron/Bell should be considered CONFIDENTIAL until their disposition has been decided by the Committee.

Attachments

WILLIAM PROXMIRE, WIS., CHAIRMAN  
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 HARRISON A. WILLIAMS, JR., N.J. JOHN TOWER, TEX.  
 THOMAS J. MCINTYRE, N.H. JAKE GARN, UTAH  
 ALAN CRANKSTON, CALIF. H. JOHN HEINZ III, PA.  
 ADLAI E. STEVENSON, ILL. ROBERT S. LUGAR, IND.  
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 DONALD W. RIESEL, JR., MICH.  
 PAUL S. BARNES, MD.

KENNETH A. MCLEAN, STAFF DIRECTOR  
 JEREMIAH S. BUCKLEY, MINORITY STAFF DIRECTOR  
 MARY FRANCES DE LA PAVA, CHIEF CLERK

## United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

January 25, 1978

### MEMORANDUM

TO: Senator William Proxmire, Chair.....  
 Senate Committee on Banking, Housing and  
 Urban Affairs

FROM: Kenneth A. McLean, Staff Director <sup>W</sup>

RE: Staff investigation of \$2.9 million payment  
 by Bell division of Textron, Inc.

During yesterday's hearing on the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System, Senator Heinz asked for, and you agreed to, an investigation by the Committee staff of the facts surrounding the \$2.9 million payment to Air Taxi by the Bell division of Textron in 1973. I have assigned Mr. Charles Marinaccio and Mr. Bruce Freed of the majority staff to undertake this investigation. Mr. Buckley has assigned Mr. John Collins of the minority staff to participate fully in the investigation with Messrs. Marinaccio and Freed.

The staff investigation will compile such information about the \$2.9 million payment as may be available through the following procedures:

1. The staff will seek access to all Army Aviation System Command and Defense Contract Audit Agency documents relative to the Bell \$2.9 million payment;
2. The staff will seek access to all Textron/Bell internal documents relative to the payment;
3. The staff will seek access to the records of Arthur Young & Co., Textron's auditor, relative to such payment;

4. The staff will seek a transcribed interview under oath with the head of Textron's Bell Helicopter Division and with such additional Bell or Textron officials as may appear necessary;

5. The staff will seek written confirmation from the appropriate governmental agencies concerning any relationship between Air Taxi and officials of the Government of Iran.

When these steps have been completed, the staff will make available to the members of the Committee the information it has assembled about the \$2.9 million payment.

cc: Members of the Committee





IN REPLY REFER TO  
DX

DEFENSE CONTRACT AUDIT AGENCY  
CAMERON STATION  
ALEXANDRIA, VIRGINIA 22314

8 FEB 1976

Mr. Kenneth A. McLean  
Staff Director  
Committee on Banking, Housing and Urban Affairs  
U.S. Senate  
Washington, DC 20510


Dear Mr. McLean:

This responds to your letter of 25 January and confirms my discussion on 30 January with Mr. Freed concerning your request for copies of DCAA documents pertaining to payments of \$2.9 million by Textron-Bell to Air Taxi, Inc., of Iran. It was agreed that your staff will obtain copies of any pertinent documents from our resident auditor during a visit they will make soon to the Bell plant in Fort Worth, Texas.

We are arranging for the documents to be identified and assembled by the resident auditor, and Mr. Freed will advise us later the date and time your representatives expect to be in the contractor's plant.

As we previously advised, there will be only a few papers in our files, since we confirmed some time ago the \$2.9 million was not charged to U.S. Government contracts.

Sincerely,

  
WILLIAM E. CROUCH  
Executive Officer

## ARTHUR YOUNG &amp; COMPANY

277 PARK AVENUE  
NEW YORK, N. Y. 10017STATE OF New York )  
                          : ss. :  
COUNTY OF New York )

January 27, 1978

Mr. Bruce Freed  
Senate Banking Committee  
Room 5306  
New Senate Office Building  
Washington, D. C. 20510Re: Textron Inc.

Dear Mr. Freed:

This letter is in response to your telephone call of January 25, 1978 in which you requested copies of all documents in the possession of Arthur Young & Company relating to the following matters:

- the termination of an agreement between Textron Inc. and Air Taxi in 1973 and the termination payment of \$2,950,000 to Air Taxi;
- any reference to General Khatemi;
- any reference to the ownership or management of Air Taxi;
- any reference to the use of Air Taxi or Mr. Zanganeh in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500,000,000 in helicopters to the Iranian armed forces in 1973;
- any reference to the non-inclusion of the \$2,950,000 payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations;
- any reference to the SEC voluntary compliance program in foreign payments and any correspondence with or documents furnished to the Internal Revenue Service in connection with Textron's payment to Air Taxi in 1973 of \$2,950,000.

We have conducted a file search at the Arthur Young & Company offices (New York, Providence and Fort Worth) which dealt with these matters and have compiled all documents which relate thereto. Matters appearing on the originals of these documents which are unrelated to your requests have been deleted on the copies available for your review. Duplicate copies of the same material found in different files have, of course, only been included once unless there were different handwritten notations in which event both copies were included.

My review of these workpapers confirmed the following:

1. We became aware of the payment of the initial installment of the \$2,950,000 in connection with our annual audit of Textron Inc. for its fiscal year 1973 and were aware of the subsequent installments paid in 1974 and 1975. Our annual year-end audit review memo prepared by our Fort Worth Office noted these payments were "in lieu of commissions on the Iranian sales."
2. There is no reference to a General Khatemi and no knowledge of any relationship between him and Air Taxi.
3. As our workpapers indicate, based on our review of the contract and discussions with management at the Bell Helicopter Division and Textron Corporate, there was no indication that the payment was anything other than a legal and ethical contractual business arrangement. We did propose to the Company that this payment be charged to expense over a different period; however, the difference between our proposal and that followed by the Company was clearly immaterial to the consolidated financial statements of Textron Inc. and such adjustment was waived.
4. It is our understanding that this payment settled all future claims of Air Taxi which might arise in the event of additional sales by Textron to the Government of Iran.
5. The payment, when expensed, was properly classified as selling expense and was not charged to costs relating to the manufacture of helicopters for delivery to the Government of Iran.

Should you have questions concerning any matter in our workpapers please call me at (212) 922-5920.

Yours very truly,

*William F. Slattery*

William F. Slattery

*William F. Slattery*

Enclosure

cc: Mr. Thomas D. Soutter  
Textron Inc.

*Sworn to before me this  
28th day of January, 1978*

*Carl D. Liggio*

*NOTARY PUBLIC*

CARL D. LIGGIO  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 31-982064  
Qualified in New York County  
Commission Expires March 30, 1978

The Director  
Central Intelligence Agency



Washington, D. C. 20505

28 January 1978

Honorable William Proxmire, Chairman  
Committee on Banking, Housing and Urban Affairs  
United States Senate  
Washington, D. C. 20510

Dear Mr. Chairman:

This is in response to your letter of 26 January 1978 posing certain questions of importance in the hearings being conducted by your Committee on the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System.

On 19 January 1978 a member of your staff asked my staff orally for any information we might have on several foreign firms and personalities. One of the foreign firms was Air Taxi Company of Iran and one of the foreign personalities was General Mohammed Khatami, former Commander in Chief of the Imperial Iranian Air Force, who died in 1975. We were asked to provide any information we might have as soon as possible, but no later than 20 January 1978.

In response to the above request, my staff informed your staff member that we had located in our Washington files a Government report that General Khatami owned Air Taxi Company. We also indicated that our search was continuing.

As a result of our continuing search, my staff, on 25 January, informed your staff member that we had received additional new information that the controlling interest of Air Taxi Company was, from its inception, held by a Mr. Hossein Azam Zanganeh, until late 1975 when he sold much of his stock.

However, we have now retrieved a Department of Defense Intelligence Information Report dated 14 March 1970, based upon a source who would appear to be knowledgeable in the matter, which states that "Air Taxi Company is owned by a group of private individuals (with General Mohammed KHATEMI, Commander IIAF, controlling the majority of stock)."

As a result of your letter of 26 January 1978, I have directed that all files of the CIA be searched to determine if any additional information exists related to the questions posed in your letter. That search has turned up no information relative to the questions that have not already been given to your staff. The search is not complete at this time, however, and if any additional relevant information is discovered, I will, of course, provide it to you immediately.

Yours sincerely,

A handwritten signature in cursive script, appearing to read "Stansfield Turner".

STANSFIELD TURNER



GENERAL COUNSEL OF THE DEPARTMENT OF DEFENSE  
WASHINGTON, D. C. 20301

January 31, 1978

Honorable William Proxmire  
Chairman  
Committee on Banking, Housing  
and Urban Affairs  
United States Senate  
Washington, D.C. 20510

Honorable Edward W. Brooke  
Ranking Minority Member  
Committee on Banking, Housing  
and Urban Affairs  
United States Senate  
Washington, D.C. 20510

Dear Senators Proxmire and Brooke:

This is in reply to your joint letter of January 26, 1978 to Secretary Brown regarding the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System.

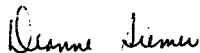
The letter requests a written response from this Department by January 31 to four questions concerning any relationship between Air Taxi and officials of the Government of Iran. In view of the fact that the Committee Staff internal memorandum of January 25, 1978 enclosed with your letter of January 26 states that the staff will seek direct access to the documents of the Army Aviation System Command and the Defense Contract Audit Agency, I have confined my inquiry to those other elements of the Department of Defense that would be most likely to hold any information on the subject, namely, the Defense Security Assistance Agency, the Office of the Deputy Assistant Secretary of Defense (International Security Affairs) for Near Eastern, African and South Asian Affairs, the ARMISH-MAAG in Iran, the Office of General Counsel and the Office of the Deputy Under Secretary of Defense for Policy.

Insofar as concerns the first four of the five components of this Department named above, the response of the

Department of Defense to each of the questions raised in your letter is that we have no such information.

I have been advised by the Office of the Under Secretary of Defense for Policy that some information is believed to be on microfilm in intelligence files located in St. Louis, Missouri, but that the information is reportedly of Central Intelligence Agency origin and simply a duplication of that Agency's files. I will advise you further on this point as soon as the microfilms have been retrieved and forwarded to Washington.

Sincerely,







## DEPARTMENT OF STATE

Washington, D.C. 20520

January 31, 1978

LIMITED OFFICIAL USE

Dear Mr. Chairman:

The Secretary has asked me to reply to your letter of January 26, which was also signed by Senator Brooke, concerning General Mohammed Khatami, the former Commander-in-Chief of the Imperial Iranian Air Force, and Air Taxi Company of Iran.

We have searched State Department files and have also presented your questions to our Embassy in Tehran. State Department files did not turn up any information which would be of assistance to your committee. Our Embassy in Tehran has reported to us that its files contain contradictory information concerning the ownership interest of General Khatami in Air Taxi Company. A report prepared by the Defense Intelligence Agency dated March 1971 referred to General Khatami as "owner" of Air Taxi. An Embassy report in 1972 also stated that General Khatami "owns" Air Taxi but it is believed that this latter report drew from the DIA report as its source. A World Trade Directory Report (WTDR) on Air Taxi Company which was transmitted in 1974 listed the owners of Air Taxi as Messrs. A. H. Azam-Zanganeh, Ahmad Shafik (now deceased) and Frederick Eshoo. This WTDR and the balance of the file in our Commercial Section on Air Taxi Company contain no reference, either direct or indirect, to an ownership interest in the company by General Khatami.

The Honorable  
 William Proxmire, Chairman  
 Committee on Banking, Housing  
 and Urban Affairs,  
 United States Senate.

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In effect an answer to your second question is contained in the foregoing paragraph. Our files contain no documentation of any ownership interest by any other Iranian official and, as was noted, the information on the possible ownership interest of General Khatami is contradictory.

Concerning question three, we have no information indicating that part or all of the \$2,950,000 payment to Air Taxi accrued to the benefit of any officials of the Iranian Government.

Finally, we have no information concerning contacts between Textron-Bell officials and General Mohammed Khatami in the period 1972-1975.

I am sending a similar reply to Senator Brooke.

Sincerely,

Douglas J. Bennet, Jr.  
Assistant Secretary  
for Congressional Relations.

LIMITED OFFICIAL USE

January 25, 1978

Mr. William Crouch  
Executive Officer  
Defense Contract Audit Agency  
Cameron Station  
Alexandria, VA 22314

Dear Mr. Crouch:

I am enclosing a copy of a memorandum to Chairman Proxmire of this Committee outlining the scope of a staff investigation of the \$2.9 million payment by Textron-Bell to Air Taxi, Inc., of Iran, requested by Senator Heinz a member of the Committee, in connection with a confirmation hearing held yesterday on the nomination of G. William Miller, former Chairman of the Board of Textron, to be Chairman of the Federal Reserve Board.

Your cooperation with this investigation is most appreciated. In this connection copies of all documents in the possession of DCAA (wherever the term Textron appears it includes, of course, the Bell Division and all subsidiaries of Textron) relating to the following matters should be supplied to the Committee staff:

- 1) All documents referring to or pertaining to the termination of any such agreement with Air Taxi in 1973 including all documents referring to or pertaining to the termination payment of \$2.9 million to Air Taxi.
- 2) All documents which contain any reference to General Khatemi.

3) All documents which contain any reference to the ownership or management of Air Taxi.

4) All documents referring to the use of Air Taxi or Mr. Yanganeh (Yanganeh is sometimes spelled Zanganeh) in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500 million in helicopters to the Iranian Armed Forces in 1973.

5) All documents referring to the non-inclusion of the \$2.9 million payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations.

As used in this letter, document includes any written or typed document of whatever nature, including but not limited to memoranda, cables, handwritten notes or notations, minutes of meetings, sales invoices, sales receipts, cancelled checks, diaries, logs, calendars, correspondence or letters. Documents in the possession of the Command include Textron documents, Air Taxi documents, documents from any agency of the United States, of the Iranian Government, attorneys documents, or auditors documents.

In order that the Committee staff may conclude this investigation at an early date, I would appreciate your supplying the requested information within the next two to three days. I thank you again for your cooperation with the work of this Committee.

Sincerely,

Kenneth A. McLean  
Staff Director

KAM:lg

Enclosure

January 25, 1978

Mr. F. W. Slattery  
Arthur Young and Company  
277 Park Avenue  
New York, NY 10017

Dear Mr. Slattery:

I am enclosing a copy of a memorandum to Chairman Proxmire of this Committee outlining the scope of a staff investigation of the \$2.9 million payment by Textron-Bell to Air Taxi, Inc., of Iran, requested by Senator Heinz a member of the Committee, in connection with a confirmation hearing held yesterday on the nomination of G. William Miller, former Chairman of the Board of Textron, to be Chairman of the Federal Reserve Board.

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4) All documents referring to the use of Air Taxi or Mr. Yanganeh (Yanganeh is sometimes spelled Zanganeh) in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500 million in helicopters to the Iranian Armed Forces in 1973.

5) All documents referring to the non-inclusion of the \$2.9 million payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations.

6) All documents referring to or pertaining to the SEC voluntary compliance program in foreign payments and any correspondence with or documents furnished to the Internal Revenue Service in connection with Textron's payment to Air Taxi in 1973 of \$2.9 million.

As used in this letter, document includes any written or typed document of whatever nature, including but not limited to memoranda, cables, handwritten notes or notations, minutes of meetings, sales invoices, sales receipts, cancelled checks, diaries, logs, calendars, correspondence or letters. Documents in the possession of Arthur Young and Company include Textron documents, Air Taxi documents, documents from any agency of the United States, of the Iranian Government, attorneys documents, or auditors documents.

In order that the Committee staff may conclude this investigation at an early date, I would appreciate your supplying the requested information within the next two to three days. I thank you again for your cooperation with the work of this Committee.

Sincerely,

Kenneth A. McLean  
Staff Director

KAM:lg

Enclosure

January 25, 1978

Dr. Thomas Keenan  
Director  
Procurement and Production Division  
Troop Support and Aviation Material  
Readiness Command  
4300 Goodfellow Boulevard  
St. Louis, MO 63120

Dear Dr. Keenan:

I am enclosing a copy of a memorandum to Chairman Proxmire of this Committee outlining the scope of a staff investigation of the \$2.9 million payment by Textron-Bell to Air Taxi, Inc., of Iran, requested by Senator Heinz a member of the Committee, in connection with a confirmation hearing held yesterday on the nomination of G. William Miller, former Chairman of the Board of Textron, to be Chairman of the Federal Reserve Board.

Your cooperation with this investigation is most appreciated. In this connection copies of all documents in the possession of the Command (wherever the term Textron appears it includes, of course, the Bell Division and all subsidiaries of Textron) relating to the following matters should be supplied to the Committee staff:

- 1) All documents referring to or pertaining to the termination of any such agreement with Air Taxi in 1973 including all documents referring to or pertaining to the termination payment of \$2.9 million to Air Taxi.

- 2) All documents which contain any reference to General Khatemi.

3) All documents which contain any reference to the ownership or management of Air Taxi.

4) All documents referring to the use of Air Taxi or Mr. Yanganeh (Yanganeh is sometimes spelled Zanganeh) in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500 million in helicopters to the Iranian Air Forces in 1973.

5) All documents referring to the non-inclusion of the \$2.9 million payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations.

As used in this letter, document includes any written or typed document of whatever nature, including but not limited to memoranda, cables, handwritten notes or notations, minutes of meetings, sales invoices, sales receipts, cancelled checks, diaries, logs, calendars, correspondence or letters. Documents in the possession of DCAA include Textron documents, Air Taxi documents, documents from any agency of the United States, of the Iranian Government, attorneys documents, or auditors documents.

In order that the Committee staff may conclude this investigation at an early date, I would appreciate your supplying the requested information within the next two to three days. I thank you again for your cooperation with the work of this Committee.

Sincerely,

Kenneth A. McLean  
Staff Director

KAM:lg

Enclosure



WILLIAM PROXMIRE, WIS., CHAIRMAN  
 JOHN SPARKMAN, ALA.  
 HARRISON A. WILLIAMS, JR., N.J.  
 THOMAS J. MC INTYRE, N.M.  
 ALAN CRANSTON, CALIF.  
 ADLAI E. STEVENSON, ILL.  
 ROBERT NIEMAN, N.C.  
 DONALD W. RIECKLE, JR., MICH.  
 PAUL S. SARIBANES, MD.

KENNETH A. MC LEAN, STAFF DIRECTOR  
 JEREMIAH S. BUCKLEY, MINORITY STAFF DIRECTOR  
 MARY FRANCES DE LA PAVA, CHIEF CLERK

EDWARD W. BROOKE, MASS.  
 JOHN TOWER, TEX.  
 JIMIE GARR, IOWA  
 H. JOHN HEINE III, PA.  
 RICHARD O. LUGAR, IND.  
 HARRISON SCHMITT, N. MEX.

## United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS

WASHINGTON, D.C. 20510

January 26, 1978

Admiral Stansfield Turner  
 Director of Central Intelligence  
 Washington, D.C. 20505

Dear Mr. Director:

On January 24, the Senate Committee on Banking, Housing and Urban Affairs held hearings on the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System. During the course of these hearings, members of the Committee questioned Mr. Miller about a payment of \$2,950,000 which the Bell division of Textron agreed to make to the Air Taxi Company of Iran in June of 1973 in connection with the termination of that company's services to Bell as its sales agent for military sales to the Government of Iran. During the same period of time, Bell was awarded a contract valued at approximately \$500 million for the sale of helicopters to the Government of Iran.

On the basis of a verbal report received from an agency of the U.S. government, the Chairman of the Committee, Senator William Proxmire, asked Mr. Miller whether he was aware that the real owner of Air Taxi was the late General Mohammed Khatemi, then Commander-in-Chief of the Imperial Iranian Air Force. Mr. Miller replied that he had no such knowledge and would not have approved the payment, had he known of such a relationship.

Following these discussions, a member of the Committee, Senator John Heinz, asked for an investigation of this payment by the Committee's staff. As Chairman of the Committee, Senator Proxmire agreed to the investigation. In response to this directive, the Committee staff prepared a memo outlining the steps to be taken in the investigation of this payment. A copy of the memo, dated January 25, is enclosed for your information.

You will note that as part of this investigation, the staff will seek written confirmation from the appropriate

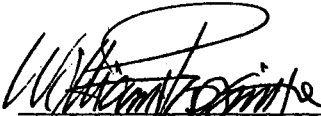
1/26/78

governmental agencies concerning any relationship between Air Taxi and officials of the Government of Iran. Accordingly, and in order to assist the staff in its investigation, we would like a written response from the intelligence community (CIA, DIA, NSA) to the following questions:

1. Does your agency have information about any relationship between Air Taxi and officials of the Government of Iran during 1973, and in particular about any ownership interest in such firm, direct or indirect, on the part of General Mohammed Khatemi, Commander-in-Chief of the Imperial Iranian Air Force in 1973? (General Khatemi died in 1975);
2. If the answer to the first question is yes, please provide the complete details concerning such relationship including such documentation of any ownership interest by Iranian officials;
3. Does your agency have any information indicating that part or all of the Bell payment of \$2,950,000 to Air Taxi accrued to the benefit of any official of the Iranian government? If so, please provide the details of such information including any information you have regarding knowledge of such benefit on the part of Textron-Bell officials; and
4. Does your agency have any information concerning any contacts between Textron-Bell officials and General Mohammed Khatemi during the years 1972 through 1975 inclusive? If so, please provide the details of any such contacts.

The Committee does not plan to consider Mr. Miller's nomination until the staff investigation of the \$2.9 million payment has been completed. Accordingly, we would appreciate a written response to these inquiries not later than January 31. If you have any questions on this request, please contact Mr. Kenneth McLean, Committee Staff Director.

Sincerely,



William Proxmire  
Chairman

---

Edward W. Brooke  
Ranking Minority Member

Enclosure

WILLIAM PROXMIRE, WIS., CHAIRMAN  
 JOHN SPARKMAN, ALA. EDWARD W. BRODIE, MASS.  
 HARRISON A. WILLIAMS, JR., N.J. JOHN TOWER, TEX.  
 THOMAS J. MC INTYRE, N.H. JAKE GARN, UTAH  
 ALAN CRANSTON, CALIF. H. JOHN HEINZ JR., PA.  
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KENNETH A. MC LEAN, STAFF DIRECTOR  
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 MARY FRANCES DE LA PAVA, CHIEF CLERK

## United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

January 26, 1978

Honorable Cyrus R. Vance  
 Secretary of State  
 Washington, D.C.

Dear Mr. Secretary:

On January 24, the Senate Committee on Banking, Housing and Urban Affairs held hearings on the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System. During the course of these hearings, members of the Committee questioned Mr. Miller about a payment of \$2,950,000 which the Bell division of Textron agreed to make to the Air Taxi Company of Iran in June of 1973 in connection with the termination of that company's services to Bell as its sales agent for military sales to the Government of Iran. During the same period of time, Bell was awarded a contract valued at approximately \$500 million for the sale of helicopters to the Government of Iran.

On the basis of a verbal report received from an agency of the U.S. government, the Chairman of the Committee, Senator William Proxmire, asked Mr. Miller whether he was aware that the real owner of Air Taxi was the late General Mohammed Khatemi, then Commander-in-Chief of the Imperial Iranian Air Force. Mr. Miller replied that he had no such knowledge and would not have approved the payment, had he known of such a relationship.

Following these discussions, a member of the Committee, Senator John Heinz, asked for an investigation of this payment by the Committee's staff. As Chairman of the Committee, Senator Proxmire agreed to the investigation. In response to this directive, the Committee staff prepared a memo outlining the steps to be taken in the investigation of this payment. A copy of the memo, dated January 25, is enclosed for your information.

You will note that as part of this investigation, the staff will seek written confirmation from the appropriate

Hon. Cyrus R. Vance

- 2 -

1/26/78

governmental agencies concerning any relationship between Air Taxi and officials of the Government of Iran. Accordingly, and in order to assist the staff in its investigation, we would like a written response from your agency to the following questions:

1. Does your agency have information about any relationship between Air Taxi and officials of the Government of Iran during 1973, and in particular about any ownership interest in such firm, direct or indirect, on the part of General Mohammed Khatemi, Commander-in-Chief of the Imperial Iranian Air Force in 1973? (General Khatemi died in 1975);

2. If the answer to the first question is yes, please provide the complete details concerning such relationship including such documentation of any ownership interest by Iranian officials;

3. Does your agency have any information indicating that part or all of the Bell payment of \$2,950,000 to Air Taxi accrued to the benefit of any official of the Iranian Government? If so, please provide the details of such information including any information you have regarding knowledge of such benefit on the part of Textron-Bell officials; and

4. Does your agency have any information concerning any contacts between Textron-Bell officials and General Mohammed Khatemi during the years 1972 through 1975 inclusive? If so, please provide the details of any such contacts.

The Committee does not plan to consider Mr. Miller's nomination until the staff investigation of the \$2.9 million payment has been completed. Accordingly, we would appreciate a written response to these inquiries not later than January 31. If you have any questions on this request, please contact Kenneth McLean, Committee Staff Director.

Sincerely,

---

 William Proxmire  
 Chairman

---

 Edward W. Brooke  
 Ranking Minority Member

Enclosure

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 EARL B. BARRAMER, MD.

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 H. JOHN HEINZ III, PA.  
 FREDARD G. LINDAR, IND.  
 HARRISON SCHMITT, N. MEK.

## United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

January 26, 1978

Honorable Harold Brown  
 Secretary of Defense  
 Washington, D.C.

Dear Mr. Secretary:

On January 24, the Senate Committee on Banking, Housing and Urban Affairs held hearings on the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System. During the course of these hearings, members of the Committee questioned Mr. Miller about a payment of \$2,950,000 which the Bell division of Textron agreed to make to the Air Taxi Company of Iran in June of 1973 in connection with the termination of that company's services to Bell as its sales agent for military sales to the Government of Iran. During the same period of time, Bell was awarded a contract valued at approximately \$500 million for the sale of helicopters to the Government of Iran.

On the basis of a verbal report received from an agency of the U.S. government, the Chairman of the Committee, Senator William Proxmire, asked Mr. Miller whether he was aware that the real owner of Air Taxi was the late General Mohammed Khatemi, then Commander-in-Chief of the Imperial Iranian Air Force. Mr. Miller replied that he had no such knowledge and would not have approved the payment, had he known of such a relationship.

Following these discussions, a member of the Committee, Senator John Heinz, asked for an investigation of this payment by the Committee's staff. As Chairman of the Committee, Senator Proxmire agreed to the investigation. In response to this directive, the Committee staff prepared a memo outlining the steps to be taken in the investigation of this payment. A copy of the memo, dated January 25, is enclosed for your information.

You will note that as part of this investigation, the staff will seek written confirmation from the appropriate

governmental agencies concerning any relationship between Air Taxi and officials of the Government of Iran. Accordingly, and in order to assist the staff in its investigation, we would like a written response from your agency to the following questions:

1. Does your agency have information about any relationship between Air Taxi and officials of the Government of Iran during 1973, and in particular about any ownership interest in such firm, direct or indirect, on the part of General Mohammed Khatemi, Commander-in-Chief of the Imperial Iranian Air Force in 1973? (General Khatemi died in 1975);
2. If the answer to the first question is yes, please provide the complete details concerning such relationship including such documentation of any ownership interest by Iranian officials;
3. Does your agency have any information indicating that part or all of the Bell payment of \$2,950,000 to Air Taxi accrued to the benefit of any official of the Iranian government? If so, please provide the details of such information including any information you have regarding knowledge of such benefit on the part of Textron-Bell officials; and
4. Does your agency have any information concerning any contacts between Textron-Bell officials and General Mohammed Khatemi during the years 1972 through 1975 inclusive? If so, please provide the details of any such contacts.

The Committee does not plan to consider Mr. Miller's nomination until the staff investigation of the \$2.9 million payment has been completed. Accordingly, we would appreciate a written response to these inquiries not later than January 31. If you have any questions on this request, please contact Mr. Kenneth McLean, Committee Staff Director.

Sincerely,

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William Proxmire  
Chairman

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Edward W. Brooke  
Ranking Minority Member

Enclosure

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 ROBERT MORGAN, N.C. HARRISON SCHMITZ, N. MEX.  
 DONALD W. RIEGLE, JR., MICH.  
 PAUL S. BARNES, MD.

KENNETH A. MC LEAN, STAFF DIRECTOR  
 JEREMIAH S. WICKLEY, BUDGETARY STAFF DIRECTOR  
 MARY FRANCIS DE LA PENA, CHIEF CLERK

## United States Senate

COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

January 26, 1978

Honorable Clarence M. Kelley  
 Director  
 Federal Bureau of Investigation  
 Washington, D.C. 20535

Dear Mr. Director:

On January 24, the Senate Committee on Banking, Housing and Urban Affairs held hearings on the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System. During the course of these hearings, members of the Committee questioned Mr. Miller about a payment of \$2,950,000 which the Bell division of Textron agreed to make to the Air Taxi Company of Iran in June of 1973 in connection with the termination of that company's services to Bell as its sales agent for military sales to the Government of Iran. During the same period of time, Bell was awarded a contract valued at approximately \$500 million for the sale of helicopters to the Government of Iran.

On the basis of a verbal report received from an agency of the U.S. government, the Chairman of the Committee, Senator William Proxmire, asked Mr. Miller whether he was aware that the real owner of Air Taxi was the late General Mohammed Khatemi, then Commander-in-Chief of the Imperial Iranian Air Force. Mr. Miller replied that he had no such knowledge and would not have approved the payment, had he known of such a relationship.

Following these discussions, a member of the Committee, Senator John Heinz, asked for an investigation of this payment by the Committee's staff. As Chairman of the Committee, Senator Proxmire agreed to the investigation. In response to this directive, the Committee staff prepared a memo outlining the steps to be taken in the investigation of this payment. A copy of the memo, dated January 25, is enclosed for your information.

You will note that as part of this investigation, the staff will seek written confirmation from the appropriate

governmental agencies concerning any relationship between Air Taxi and officials of the Government of Iran. Accordingly, and in order to assist the staff in its investigation, we would like a written response from your agency to the following questions:

1. Does your agency have information about any relationship between Air Taxi and officials of the Government of Iran during 1973, and in particular about any ownership interest in such firm, direct or indirect, on the part of General Mohammed Khatemi, Commander-in-Chief of the Imperial Iranian Air Force in 1973? (General Khatemi died in 1975);

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4. Does your agency have any information concerning any contacts between Textron-Bell officials and General Mohammed Khatemi during the years 1972 through 1975 inclusive? If so, please provide the details of any such contacts.

The Committee does not plan to consider Mr. Miller's nomination until the staff investigation of the \$2.9 million payment has been completed. Accordingly, we would appreciate a written response to these inquiries not later than January 31. If you have any questions on this request, please contact Mr. Kenneth McLean, Committee Staff Director.

Sincerely,

---

William Proxmire  
Chairman

---

Edward W. Brooke  
Ranking Minority Member

Enclosure





GENERAL COUNSEL OF THE DEPARTMENT OF DEFENSE  
WASHINGTON, D. C. 20301

February 3, 1978

Honorable William Proxmire  
Chairman  
Committee on Banking, Housing  
and Urban Affairs  
United States Senate  
Washington, D. C. 20510

Honorable Edward W. Brooke  
Ranking Minority Member  
Committee on Banking, Housing  
and Urban Affairs  
United States Senate  
Washington, D. C. 20510

Dear Senators Proxmire and Brooke:

This letter supplements my interim reply of January 31, 1978 to your joint letter of January 26, 1978 to Secretary Brown regarding the nomination of Mr. G. William Miller to the Board of Governors of the Federal Reserve System.

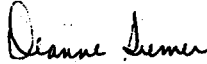
The microfilm files referred to in my previous letter contain the following documents and information:

1. A Central Intelligence Agency biographic report dated March 26, 1968, which includes a statement that General Khatemi "owns" Air Taxi.
2. A Department of Defense intelligence information report dated March 14, 1970, which includes a statement that Air Taxi is owned by a group of private individuals "with General Mohammed Khatemi, Commander IIAF controlling the majority of stock".
3. A Defense Intelligence Agency biographic data report on General Khatemi dated July 1975, which does not mention any association between Khatemi and Air Taxi.

Other than the statements quoted above, these documents do not contain any details concerning the reported relationship between General Khatemi and Air Taxi and do not contain any documentation of ownership interest by General Khatemi or any other Iranian official. There is no information in these documents with respect to any Bell payment to Air Taxi or to any contacts between Textron-Bell officials and General Khatemi during the years 1972 through 1975.

In addition, the USDAO in Iran has been queried as to whether that office holds any information that would clarify the association, if any, between General Khatemi and Air Taxi. The response of the USDAO is that its files include a DIA biographic sheet dated March 1971 on General Khatemi, which states in pertinent part that General Khatemi was the "owner" of Air Taxi and another memorandum dated August 5, 1974 containing biographic information on General Khatemi which similarly states that he was the "owner" of Air Taxi. According to the USDAO, the source and validity of the information in each document are unknown.

Sincerely,



Deanne C. Siemer

## THE DIRECTOR OF CENTRAL INTELLIGENCE

WASHINGTON, D. C. 20505

Office of Legislative Counsel

7 February 1978

Honorable William Proxmire, Chairman  
 Committee on Banking, Housing and Urban Affairs  
 United States Senate  
 Washington, D. C. 20510

Dear Mr. Chairman:

On 28 January 1978, Admiral Turner wrote you in response to your letter of 26 January 1978 concerning the Committee's interest in developing information with respect to the nomination of G. William Miller to the Board of Governors of the Federal Reserve System. Admiral Turner's letter provided information concerning the ownership of Air Taxi Company of Iran, indicated that we were continuing a search of our files, and promised to provide any additional relevant information upon the completion of the search. On 1 February 1978, I met with Ken McLean, Staff Director, and indicated to him that we had found additional documents and provided him the gist of the information in those documents.

I have been informed that a search of all files which we feel could possibly contain information relevant to all questions posed to us by members of your staff or the Committee staff has now been completed. Forwarded herewith is a list of all the questions posed to us as we understand them, together with all information we have been able to retrieve relevant thereto.

Some of the information contained in the answers set forth in the enclosure is classified, which requires the enclosure to be handled in a secure fashion. While we feel our search is now complete,

Downgraded to Unclassified  
 when separated from enclosure

Classified by -010949  
 Exempt from automatic  
 declassification schedule of E.O. 11652  
 except where indicated by (S), (C), (U)  
 Declassification authority derived from  
 Executive Order 11652

we cannot guarantee that somewhere additional relevant information might not be found. If we do discover any additional information we will, of course, notify your Committee immediately.

Sincerely,

Lyle L. Miller  
Acting Legislative Counsel

Enclosure

PROVIDENCE **textron** RHODE ISLAND

February 9, 1978

Charles L. Marrinaccio, Esquire  
Special Counsel  
Committee on Banking, Housing and Urban Affairs  
5300 Dirkson Building  
Washington, DC 20510

Dear Mr. Marrinaccio:

Enclosed is a copy of the reply of Bell Helicopter Textron, in affidavit form dated July 6, 1977, to the so-called "11 questions" posed by the IRS. The affidavit has not yet been accepted by the IRS and the IRS is currently suggesting (as I believe it is with many companies) a revised form of affidavit covering different (more recent) years and five newly-worded questions instead of the original 11 questions.

Also enclosed is a copy of an October 4, 1970 Dun and Bradstreet Report on Air Taxi.

Sincerely,

  
Thomas D. Soutter

State of Texas )  
 ):  
County of TARRANT )

Affidavit to the Internal Revenue Service

The undersigned, J. F. Atkins, President of the Bell Helicopter Textron Division of Textron Inc. (the "Division"), in response to the 11 questions posed to me by the Internal Revenue Service by letter dated May 5, 1976 does hereby state:

A. The responses made below (i) relate to the Division and all companies, both domestic and foreign, operated by the Division; (ii) cover the period from January 4, 1970 to date; and (iii) are made to the best of my knowledge and belief and without a personal investigation or search of the Division files.

B. Questions 1 and 2 are so broadly phrased, in calling for information as to payments, regardless of form, for business secured, as literally to cover a wide range of legitimate business expenses, including for instance advertising, promotional activities or competitive discounts which are clearly delineated and classified in our records. Questions 3 through 7 could literally be construed to require responses relating to charitable contributions to federal, state, or local governments; to payments or expenses relating to open and customary contacts with legislators, government agencies or government officials in the usual course in connection

with the expression of the Division's views either in favor of or against actions, proposals or policies of a legislative or regulatory nature either by employees of the Division or through trade associations supported by the Division; and to payments for time taken by employees to participate in local government activities of a non-partisan nature or the allowances of the Division for such civic obligations as jury duty, poll watching or military service.

I am advised, however, that despite the phrasing of the questions, IRS Manual Supplement 42G-348 issued May 10, 1976 makes it clear that Questions 1 and 2 are intended to elicit information about bribes, kickbacks, and payments similar in nature, and in my answers I have responded accordingly. With respect to Questions 3 to 7, inclusive, my responses are made within the context of the Internal Revenue Service inquiry into schemes designed to circumvent the federal tax laws and other federal tax evasion schemes involving payments in connection with political activities, including payments for lobbying purposes, for promotion or defeat of legislation, for political campaign purposes or for carrying on propaganda relating to the foregoing purposes and which were referred to in the Manual Supplement. My responses are thus addressed to payments such as those referred to in the preceding sentence.

Subject to my statements above, my responses to the 11 Questions are:

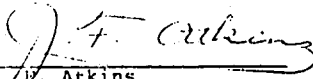
Questions #1 through 7. To the best of my knowledge and belief, no.

Question #8. Authority and control of foreign Division bank accounts is maintained by officers and employees of the Division.

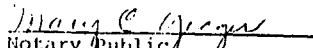
Question #9. To the best of my knowledge and belief all Division bank accounts and other accounts of any kind evidencing funds of the Division have been reflected on the Division books, records, balance sheets or financial statements.

Question #10. To the best of my knowledge and belief no secret or otherwise unidentified domestic or foreign account evidencing funds of the Division is or has been maintained by or on behalf of the Division.

Question #11. Other present or former officers, employees, or other persons acting on behalf of the Division may have certain knowledge concerning certain of the above areas. However, I believe that I am as familiar with these matters as any officer of the Division.

  
 J. F. Atkins

Subscribed and sworn to before me this *10th* day  
 of *July*, 1977.

  
 Notary Public



PLEASE NOTE WHETHER NAME IS IN AND STREET ADDRESS, RESPOND WITH YOUR INDUSTRY.  
**Dun & Bradstreet® INTERNATIONAL REPORT**  
DUN & BRADSTREET, INC.  
ESTABLISHED 1841

5. ~~R137/JCT~~ ~~ED-965~~ 4TH OCTOBER, 1970

**SHERKAT SAHAMI HAVAFINMAI AIR TAXI..... TEHRAN, IRAN.**  
**(AIR TAXI CO. LTD.) NORTH MEHRABAD.**  
**AIRPORT.**

**DIRECTIONS: (with their financial interests)**  
**Amir Hoessein Anson Zanganeh (50%) Chairman &**  
**Managing Director.**

**Ahmad Shafik (25%)**  
**Fredric Issac (25%)** **STARTED: 1958**  
**T. Khorras**

**SUMMARY:**  
**INCORPORATED 1958, OPERATING ON A LARGE SCALE. OF HIGH REPUTE**  
**AND STANDING. CONSIDERED TRUSTWORTHY FOR ENGAGEMENTS.**

**HISTORY:**  
This is a joint stock company registered in Teheran on 19.4.1958.  
Capital: The capital, originally Rials 6,000,000 has been increased  
to Rials 20,000,000 divided into 100 shares of Rials 200,000 each,  
all issued and paid up, by the principals, as shown above.  
Correspondents report that the capital has been increased to  
Rials 50,000,000, but this increase has not yet been officially  
registered.

**Affiliates:** Amir Hoessein Anson Zanganeh was born in 1930, and was  
at one time a commercial aircraft pilot, by profession.  
Ahmad Shafik was born in 1910. He has held posts with the  
Iranian Government is now Chairman and Managing Director of  
Bank Sazgarat Iran.

**FINANCES:**  
Balance sheet dated 20.3.1970.

|                               |                       |
|-------------------------------|-----------------------|
| INTERNATIONAL REPORTING DEPT. |                       |
| NOV 17 1970                   |                       |
| Ref. No.                      | 1163                  |
| Assigned to                   | <i>Edward Thelmer</i> |
| Letter                        |                       |
| Info Copies to                |                       |
| Vice Pres. Int.               |                       |
| Mktg. Dept.                   |                       |
| Admin. Serv.                  |                       |
| Working on Order              |                       |
| Manager Sales                 |                       |
| File                          |                       |

.../2

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## Dun & Bradstreet INTERNATIONAL REPORT

DUN & BRADSTREET, INC.  
ESTABLISHED 1841

5. R137/JCE

SHERKAT SAHAMI HAVAPYKHAI AIR TAXI.....ZHELENY, TRAX,

Sheet 2

FINANCES: (cont'd)ASSETS

|  | <u>Rials</u>          |
|--|-----------------------|
| Building                                   | 10,340,602.00         |
| Plane/aircraft                             | 59,973,930.00         |
| Vehicles for transportation                | 4,119,760.00          |
| Office furniture/inventory                 | 5,439,697.00          |
| Machinery                                  | 3,890,894.00          |
| Technical equipments and tools             | 4,745,929.00          |
| Ready parts of the plane/aircraft          | 38,222,477.00         |
| Deposits, orders placed and goods en route | 5,412,761.00          |
| Bankers' guarantees                        | 11,207,593.00         |
| Sundry debtors                             | 15,479,694.00         |
| Cash in hand and in Banks                  | 3,634,436.00          |
|  | <u>162,417,773.00</u> |

LIABILITIES

|                                | <u>Rials</u>          |
|--------------------------------|-----------------------|
| Capital fully paid up          | 20,000,000.00         |
| Official and emergency reserve | 6,364,648.00          |
| Reserve depreciation           | 69,944,007.00         |
| Documents payable              | 1,373,419.00          |
| Sundry creditors               | 12,403,407.00         |
| Profits of last years          | 46,763,927.00         |
| Profits for the year ending    |                       |
| 20.3.70.                       | <u>5,568,355.00</u>   |
|                                | <u>162,417,773.00</u> |

PROFIT & LOSS ACCOUNTINCOMES

|                             | <u>Rials</u>          |
|-----------------------------|-----------------------|
| Incomes earned from flights | 105,567,162.00        |
|                             | <u>105,567,162.00</u> |

Always quote the full name and address of subject of enquiry in any correspondence. The foregoing report is furnished at your request, under your Subscription Contract, in STRICT CONFIDENCE by DUN & BRADSTREET Ltd. and is NOT TO BE DISCLOSED. Searches as stated herein can be made, if required, subject to separate charge.

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## Dun & Bradstreet INTERNATIONAL REPORT

DUN & BRADSTREET, INC.  
ESTABLISHED 1841

5. RI37/JCF

SIDERKAT SAHAMI HAVAPAYMAI AIR TAXI.....TSURAN, IRAN.

Sheet 3

## FINANCES: (cont'd)

EXPENDITUREFinal

|                                |                       |
|--------------------------------|-----------------------|
| Spare parts consumed           | 24,193,440.00         |
| Fuel for aircraft and vehicles | 15,725,949.00         |
| Salaries of employees          | 35,855,950.00         |
| Insurance premium              | 3,374,694.00          |
| Depreciation                   | 9,484,859.00          |
| General expenses               | 20,745,198.00         |
| Profits                        | 6,187,072.00          |
|                                | <u>105,567,162.00</u> |

## OPERATION:

The company are aircraft operators and engineers, their activities being divided into three sections, operational, technical and sales. They own the following aircraft: 4 Dakota, 7 Aero Commander, 2 Piper 22, 1 Sparrow Commander, 4 Piper 18; they carry out scheduled, non scheduled and charter flights, mail deliveries, ambulance work, photographic surveys, and agricultural spraying. They operate and maintain, on behalf of the Iranian Government and other customers, 12 further aircraft, and also maintain and carry out technical and repair work on a large number of other aircraft owned by the Government, members of the Royal family, etc. They also deal in aviation products, accessories etc., and are the exclusive Iranian distributors for the following foreign manufacturers:

AERO COMMANDER ESTIMANY DIVISION of Rockwell-Standard, U.S.A.;  
LYCOMING Division of Avco Corp., U.S.A.;  
HAWKER SIDDELEY AVIATION, England;  
DE NAVILLAND AIRCRAFT of Canada Ltd., Canada;  
KING RADIO CORP., U.S.A.;  
SUN AIR ELECTRONICS CORP. U.S.A.;  
CHAMPION SPARK PLUG COMPANY, U.S.A.;

Altogether the company maintain an active business of large extent; they have about 120 employees.

..4

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**Dun & Bradstreet® INTERNATIONAL REPORT**

DUN & BRADSTREET, INC.  
ESTABLISHED 1841

5. RL37/JCT

SHIRKAT SAHAMI HAVAPAYMAI AIR TAXI.....TEHRAN, IRAN.

Sheet 4

**OPERATION: (cont'd)**

**Location:** Their headquarters are at North Mehrabad Airport, Teheran, where they occupy modern office and engineering workshops. They have similar branch accommodation at Abadan Airport, Abadan, and another branch at Gorgan Kavods, Iran.

**PAYMENTS & CONCLUSIONS:**

The company are of good repute and standing and payments are reported as prompt. Present authorities consider them trustworthy for their ordinary business engagements.

**Bankers:** Bank Etebarat Iran  
Bank Sadarat Iran.

## **EXHIBITS**

WILLIAM PROXMIRE, WIS., CHAIRMAN  
 JOHN SPARKMAN, ALA. EDWARD W. BROOKE, MASS.  
 HARRISON A. WILLIAMS, JR., N.J. JOHN TOWERS, TEX.  
 THOMAS J. MC INTYRE, N.H. JAKE GARN, UTAH  
 ALAN CRANSTON, CALIF. H. JOHN HEINZ III, PA.  
 ADLAI E. STEVENSON, ILL. RICHARD G. LUGAR, IND.  
 ROBERT MORGAN, N.C. HARRISON SCHMITT, N. MEX.  
 DONALD W. RIEGLE, JR., MICH.  
 PAUL S. SARBANES, MD.

KENNETH A. MCLEAN, STAFF DIRECTOR  
 JEREMIAH S. BUCKLEY, MINORITY STAFF DIRECTOR  
 MARY FRANCES DE LA PAVA, CHIEF CLERK

**United States Senate**  
 COMMITTEE ON BANKING, HOUSING AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

February 1, 1978

Messrs. Charles L. Marinaccio,  
 Bruce F. Freed, John T.  
 Collins and David Doherty

Gentlemen:

As Chairman of the Senate Committee on Banking, Housing and Urban Affairs, having jurisdiction over the nomination of G. William Miller to be a member of the Board of Governors of the Federal Reserve System, I hereby authorize you to administer oaths and take testimony under oath from various Textron officials pertaining to the subject matter of the inquiry.

Sincerely,

  
 William Proxmire  
 Chairman

*Exhibit No. 1*

UNITED STATES OF AMERICA  
Congress of the United States

To Board of Directors, Textron, Inc., G. William Miller, Chairman, and  
Thomas D. Soutter, Vice President and General Counsel

*Greeting:*

**Pursuant to lawful authority, YOU ARE HEREBY COMMANDED to**  
**appear before the \_\_\_\_\_ Committee on Banking, Housing, and Urban Affairs**  
**of the Senate of the United States, <sup>forthwith</sup> ~~on \_\_\_\_\_, 1954~~**  
**~~at \_\_\_\_\_~~ <sup>at their committee room</sup> 5300 Dirksen**  
**Senate Office Building, Washington, D. C. \_\_\_\_\_, then and there**  
**produce documents in the possession of Textron, Inc.**  
**to ~~assist your committee~~ <sup>relating to the subject matters under con-</sup>**  
**sideration by said committee ~~as set forth in~~ <sup>as set forth in</sup>**  
**Schedule A, attached hereto. If any document is deemed privileged for any**  
**reason, set forth in writing the nature of the document and the nature of**  
**the privilege asserted.**

**Hereof fail not, as you will answer your default under the pains and pen-**  
**alties in such cases made and provided.**

To Mary Frances de la Pava  
<sup>serve</sup>  
~~to serve and return~~ upon Thomas D. Soutter.

**Given under my hand, by order of the committee, this**  
**\_\_\_\_\_ day of \_\_\_\_\_, in the year of our**  
**Lord one thousand nine hundred and \_\_\_\_\_**

**Chairman, Committee on Banking, Housing and Urban Affairs**

\_\_\_\_\_  
Ranking Minority Member

*Exhibit No. 2*

## Schedule A

- (1) A copy of the initial agreement entered into between Textron and Air Taxi relating to helicopter sales to the government of Iran and all subsequent amendments or superceding agreements together with all documents relating to the reasons for entering into or explaining in any way any such agreement.
- (2) A statement of the dollar volume of sales of helicopters to the Iranian government under such agreements by year and the amount of commissions paid to Air Taxi each such year.
- (3) All documents referring to or pertaining to the termination of any such agreement with Air Taxi in 1973 including all documents referring to or pertaining to the termination payment of \$2.9 million to Air Taxi, including all documents furnished to or used by Textron officials and directors relative to such payment, and including all documents referring to the Arthur Young examination of such \$2.9 million payment and any subsequent internal examination of such payment by officials of Textron or Bell, and all documents pertaining to the decision to approve such \$2.9 million by Bell and Textron officials including G. William Miller's participation in such decision.
- (4) All documents which contain any reference to General Khatemi.
- (5) All documents which contain any reference to the ownership or management of Air Taxi.
- (6) All documents referring to the use of Air Taxi or Mr. Yanganeh\* in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500 million in helicopters to the Iranian Army in 1973.
- (7) All documents referring to the non-inclusion of the \$2.9 million payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations.
- (8) All documents referring to or pertaining to the SEC voluntary compliance program in foreign payments and any correspondence with or documents furnished to the Internal Revenue Service in connection with Textron's payment to Air Taxi in 1973 of \$2.9 million.

As used in this Schedule A, document includes any written or typed document of whatever nature, including but not limited to memoranda, cables, handwritten notes or notations, minutes of meetings, sales invoices, sales receipts, cancelled checks, diaries, logs, calendars, correspondence or letters. Documents in the possession of Textron include Textron documents, Air Taxi documents, documents from any agency of the United States, of the Iranian government, attorneys' documents, or auditors' documents. Textron includes all divisions and subsidiaries thereof.

---

\*Yanganeh is sometimes spelled Zanganeh.



*Bruce*

WILLIAM PROXMIRE, WIS., CHAIRMAN  
 JOHN SPARKMAN, ALA.  
 HARRISON A. WILLIAMS, JR., N.J.  
 THOMAS J. MC INTYRE, N.J.  
 ALAN CRANSTON, CALIF.  
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 MARY FRANCES DE LA PAVA, CHIEF CLERK

EDWARD W. BRODIE, MASS.  
 JOHN TOWER, TEX.  
 JAKE GASK, UTAH  
 H. JOHN PRIME JR., PA.  
 RICHARD S. LUNN, IND.  
 HARRISON SCHMIDT, N. MEX.

## United States Senate

COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS  
 WASHINGTON, D.C. 20510

January 25, 1978

Mr. Thomas P. Soutter  
 Vice President & General Counsel  
 Textron  
 40 Westminster Street  
 Providence, Rhode Island 02903

Dear Mr. Soutter:

I am enclosing a copy of a memorandum to Chairman Proxmire of this Committee outlining the scope of a staff investigation of the \$2.9 million payment by Textron-Bell to Air Taxi, Inc., of Iran, requested by Senator Heinz a member of the Committee, in connection with a confirmation hearing held yesterday on the nomination of G. William Miller, former Chairman of the Board of Textron, to be Chairman of the Federal Reserve Board.

Your cooperation with this investigation is most appreciated. In this connection copies of all documents in the possession of Textron, Inc. (wherever the term Textron appears it includes, of course, the Bell Division and all subsidiaries of Textron) relating to the following matters should be supplied to the Committee staff:

- 1) A copy of the initial agreement entered into between Textron and Air Taxi relating to helicopter sales to the government of Iran and all subsequent amendments or superceding agreements.
- 2) A statement of the dollar volume of sales of helicopters to the Iranian government under such agreements by year and the amount of commissions paid to Air Taxi each such year.

*Exhibit No. 3*

3) All documents referring to or pertaining to the termination of any such agreement with Air Taxi in 1973 including all documents referring to or pertaining to the termination payment of \$2.9 million to Air Taxi.

4) All documents which contain any reference to General Khatemi.

5) All documents which contain any reference to the ownership or management of Air Taxi.

6) All documents referring to the use of Air Taxi or Mr. Yanganeh\* in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500 million in helicopters to the Iranian Air Force in 1973.

7) All documents referring to the non-inclusion of the \$2.9 million payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations.

8) All documents referring to or pertaining to the SEC voluntary compliance program in foreign payments and any correspondence with or documents furnished to the Internal Revenue Service in connection with Textron's payment to Air Taxi in 1973 of \$2.9 million.

As used in this letter, document includes any written or typed document of whatever nature, including but not limited to memorandua, cables, handwritten notes or notations, minutes of meetings, sales invoices, sales receipts, cancelled checks, diaries, logs, calendars, correspondence or letters. Documents in the possession of Textron include Textron documents, Air Taxi documents, documents from any agency of the United States, of the Iranian Government, attorneys documents, or auditors documents.

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\* Yanganeh is sometimes spelled Zanganeh.

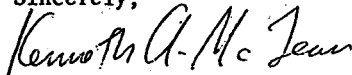
Mr. T. P. Soutter

Page 3

January 25, 1978

In order that the Committee staff may conclude this investigation at an early date, I would appreciate your supplying the requested information within the next two to three days. I thank you again for your cooperation with the work of this Committee.

Sincerely,



Kenneth A. McLean  
Staff Director

KAN:lg

Enclosure

**Bell Helicopter** **TEXTRON**

Bell Helicopter Textron  
Division of Textron Inc.

Post Office Box 482  
Fort Worth, Texas 76101  
(817) 280-2011

27 January 1978

Mr. Kenneth A. McLean  
Staff Director  
Committee on Banking, Housing and Urban Affairs  
5300 Dirksen Building  
Washington, D.C.

Dear Mr. McLean:

In reply to your letter of January 25, and responding in the order of your stated requests, please be advised as follows:

1. Agreements with Air Taxi historically date from the initial Foreign Sales Representative Agreement of August 27, 1959. That Agreement was superceded by the Agreement of April 1, 1968, which was in turn superceded by the Agreement of June 15, 1970. The 1970 Agreement was amended successively in April 1972, October 1972 and June 1973. Air Taxi has remained as Bell Helicopter's representative for commercial sales in Iran under the 1970 Agreement, as amended. Copies of these Agreements, some of which were previously submitted to your staff, are enclosed.


2. Bell Helicopter Textron's sales, and those of its affiliated subsidiaries, to the Government of Iran, on an annual basis, are detailed in an attachment to this letter. As your staff was previously advised, orders to the Government of Iran have been either on an FMS basis or on a direct basis between Bell Helicopter Textron or its subsidiaries and the Government of Iran. The settlement fee of \$2.95 million was paid directly to Mr. A. H. Zanganeh, Managing Director, of Air Taxi in three annual installments in accordance with the June 1973 Amendment referred to previously. No other fees, commissions or other similar payments have been paid or are payable in respect of Bell Helicopter Textron's business with the Government of Iran.

3. Documentation leading to the termination of Air Taxi has been described and submitted as stated. In addition, there are enclosed (a) copies of Bell's letters of May 9 and September 7, 1973 to the U.S. Army Aviation Systems Command advising that Command of the contractual arrangements between Bell and Air Taxi; (b) receipts for the payment of the settlement fee signed by Mr. Zanganeh on behalf of Air Taxi; and (c) cancelled checks evidencing those payments.

*Khatami's name paperwork*

*Exhibit No. 4*

4. A review of files pertaining to the Iranian sales effort of Bell and Air Taxi indicates that General Khatami, as Commander in Chief of the Iranian Air Force, together with other Iranian military leaders, was kept generally apprised of the development of Bell's Iranian programs and that he personally flew the two Bell model helicopters being demonstrated for sale to the Government of Iran. The degree of General Khatami's awareness of Bell's programs, as recorded in these files, seems consistent with his role as head of the Iranian Air Force, but please recall that Bell's primary and successful sales effort was made to the head of the Iranian Military Industrial Organization for helicopters destined for the Iranian Army not its Air Force. A copy of these files is enclosed and references to General Khatami are marked. No indication of any ownership interest of General Khatami in Air Taxi has been discovered, and Bell Helicopter Textron remains unaware of any such interest. The ownership of Air Taxi was, in fact, documented to be in others as described below.

 5. In dealing directly with Mr. Zanganeh, Bell asked for and received evidence of his authority to act for Air Taxi. This authority took the form of resolutions signed by Messrs. Zanganeh, Chafik and Eshoo as members of Air Taxi's Board of Directors "and shareholders of 100% of its shares". They in turn presented themselves before the Vice Consul of the U.S. Embassy in Tehran for the purpose of acknowledging their action. A copy of the resolutions, legalized before the Vice Consul, is attached. Also attached are copies of a telegram (16 June 1976) and a letter (May 23, 1977) advising of certain management changes. To the best of Bell's knowledge Messrs. Zanganeh, Chafik and Eshoo were the only shareholders of Air Taxi and none was known to Bell to be an official of the Iranian Government.

6. The documents relating to the use of Air Taxi and the role of Mr. Zanganeh as its Managing Director have been described above. Please note again that the ultimate customer for the helicopters was the Iranian Army and not the Iranian Air Force as stated in your letter.

7. The document showing the noninclusion of the \$2.9 million payment to Air Taxi as reimbursable costs under military sales procurement regulations is the memorandum of July 30, 1973 by E. L. Farmer, Bell's Vice-President Finance, directing that this amount shall be handled under "Other Sales Expense" "and will not be charged to the Foreign Selling Expense pool, since it is not allocable to FMS sales."

8. Textron has not availed itself of the SEC's voluntary disclosure program and the facts under discussion, revealing no illegal or improper conduct, have not warranted such participation. The settlement fee paid to Air Taxi was included in the aggregate amounts deducted as business expense

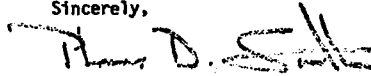
27 January 1978

in Textron's Federal income tax returns in the year in which the installments were paid. In June 1977 the IRS requested of Bell information in support of the deductibility. That information was reviewed with the IRS agent. A copy of the IRS agent's request for information and of his notes of that meeting is enclosed.

Together with our previous submissions on the subject of Bell Helicopter Textron's transactions with the Government of Iran, you are in possession of the documents relating to Bell's contractual relationship with Air Taxi Company and to the termination of that representation insofar as it related to Bell's transactions with the Government of Iran. To the best of our knowledge and belief, it was the negotiated settlement of a legitimate business relationship; the settlement fee payments were fully recorded on the books of the company; and the settlement fee payments were not charged to the Government of Iran, FMS or other government contracts.

I believe the documentation enclosed is complete. Bell, however, is continuing its file search in some respects and if additional documents become available, they will be furnished promptly. Please call if I can be of further assistance.

Sincerely,



Thomas D. Soutter  
Vice President and General Counsel  
Textron Inc.

Enclosures

TDS:j1

**TEXTRON**

G. William Miller  
Chairman

Textron Inc.

40 Westminster Street  
Providence, R.I. 02903  
401/421-2800

August 16, 1976

Standards of Conduct: Policy as to  
Representatives, Agents,  
Consultants, Dealers or Distributors

To Presidents of Textron Companies:

It is long-standing Textron policy to do business -- whether as a seller or as a buyer of goods or services -- only on the basis of merit. It is completely unacceptable to seek or obtain business through the use of bribes, kickbacks, lavish entertainment or any other improper payments or favors.

While we know of no unlawful or improper payments within Textron, the number of reported instances of such practices in other companies is ample reminder that we need to be diligent in assuring compliance with our established standards.

The responsibility runs not only to the behavior of Textron employees, but also to the conduct of representatives, agents, consultants or others who act or appear to act on behalf of Textron. In the light of events, we need to reinforce the standards expected of such persons or firms by setting forth express terms in our agreements with them. Accordingly, with every new agreement and each renewal of an existing agreement with a domestic or international agent or representative, by whatever name, each Textron Division, subsidiary or other unit is to require the inclusion of a provision substantially as follows:

" \_\_\_\_\_ represents that it has not and agrees that it will not in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving [the Textron unit], make any payment or transfer anything of value, directly or indirectly, (a) to any governmental official or employee, (b) to any officer, director, employee or representative of any actual or potential customer of [the Textron

EXHIBIT No 5

Page Two  
August 16, 1976

unit], (c) to any officer, director or employee of Textron or any of its affiliates, or (d) to any other person or entity if such payments or transfer would violate the laws of the country in which made or the laws of the United States. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence of extortion, kickbacks or other unlawful or improper means of obtaining business. This section shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value."

The importance of high standards of conduct in business dealings is as important in the United States as in any other country. It would be a mistake to focus concern in this matter only in dealings outside the U. S., so it is expected that the above provision will apply throughout the world.

The concern is of equal importance in the case of a dealer or distributor who may appear to act on behalf of Textron even though actually buying for its own account and reselling at its own risk. The above provision must be included in "dealer" or "distributor" agreements where the other party is actually in the role of a commission agent or sales representative. But the provisions may be omitted if the dealer or distributor (i) is completely independent, (ii) buys and sells strictly for its own account, (iii) is not on a commission or contingent fee basis, and (iv) you know that the relationship is a straight-forward business arrangement. If the role of the dealer or distributor is unclear, it is recommended that the Textron Legal Department be consulted.

It is a great credit to each of you, and to all your associates, that Textron's rapid growth has been accomplished without losing control over our standards. Your cooperation in this effort to improve our procedures will be greatly appreciated. The Textron Legal Department will provide any assistance in interpreting the policy or adapting it to your specific situation.

Sincerely,



GWM:ryn  
cc: Corporate Officers  
Directors



**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN  
Tel. 88992  
611967

Cable Tehran AIR TAXI

Date 28th November, 1967.

No. 465/21587

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

تلگراف: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

*Ball*  
*[Signature]*

Mr. J.H. (Bud) Orpen,  
Export Sales Manager,  
Bell Helicopter Company,  
Butler 2-7111,  
P.O. Box 482,  
Fort Worth,  
Texas 76101,  
U.S.A.

Dear Mr. Orpen,

Following our very interesting discussion during your short but pleasant visit to Tehran, I have contacted the Imperial Iranian Army Aviation Authority in order to obtain their insignia and the colour of their aircraft. Unfortunately they do not have any special insignia available which I can forward to you. I have however, made use of the IIAA insignia which is used on their documents and hope it will give you some idea of how it should be. Enclosed is a sample of their insignia. I would however advise you that the wings should be in white on a background of dark olive green which is the usual Army colour. The Iranian flag, as you can see, is in the centre with Iranian IIAA letters below.

I have given a great deal of thought to the subject of our discussion and feel that in the event I am appointed as your representative in Iran, it would be a good idea to employ a qualified Helicopter engineer on your recommendation and from your organization, for a period of one to two years to advise our Iranian staff on the special problems involved in the Helicopter sales and after sales services. All expenses incurred would be paid by myself. In this way we will be able to please our customers and give the best possible service.

contd/...

*EXHIBIT No. 6*

**AIR TAXI CO.**Mehrabad Airport  
**TEHRAN**Tel. 48992  
671967

Cable Tehran AIR TAXI

Date 28th November, 1967.No. 465/21587

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن } ۶۸۹۹۲  
          } ۶۱۱۹۶۷

تلفگرام: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. J.H. (Bud) Orpen.....

If I can be of further service please do not  
hesitate to ask.Looking forward to seeing you in the near future  
and hoping to hear from you.Yours sincerely,  
AIR TAXI COMPANY
  
A.H. Zanganeh  
Managing Director

Encl:



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

03:JHO:lg-7449

16 February 1968

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Jose:

Bell has taken the necessary action to cancel its representation for the country of Iran.

We would like to discuss with you the possibility that the firm of Air Taxi Company represent Bell for the sale of its helicopter products in Iran, based on the favorable recommendations we have received.

Would you please indicate whether your company would have such an interest, together with any special steps or circumstances that might pertain to this subject.

Upon receipt of your communication, we will be able to proceed with further necessary action.

Best regards.

Sincerely,

BELL HELICOPTER COMPANY

J. H. Orpen  
Export Sales Manager

**EXHIBIT No. 7**

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

48992

Tel. 611967

Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن { 48992  
611967 }

تلهگراف: تهران ارتاکسی

Date .....

No. 27th February, 1968

Yr. Ref. ....

تاریخ .....

شماره .....

CABLE

IT

BELL HELICOPTER - P O BOX 482 - FORTWORTH - TEXAS - USA

ATTN ORPEN EXPORT SALES MANAGER

MANY THANKS YOUR LETTER 16TH FEBRUARY STOP OFFER ACCEPTED

BUT HAVE IMPORTANT INFORMATION NECESSITATING DISCUSSION

STOP DEPARTING TEHRAN MARCH 6TH FOR EUROPE REQUEST YOU

CABLE SUGGESTION RE POSSIBLE MEETING REGARDS

ZANGANEH AIR TAXI

EXHIBIT NO. 8.

429

FT0452  
GMC861 FORT WORTH TX 21 27 432F CST

*28-2*  
*1940*  
*[Signature]*  
28 FEB 1966

LT  
AIRTAXI TEHERAN

ZANGANEH ADVISE POSSIBILITY YOUR COMING HERE FROM EUROPE FOR  
VISIT WHICH WOULD BE DESIRABLE MANY STANDPOINTS  
ORPEN BELLCHRAFT

*EXHIBIT No. 9.*

AIR TAXI

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

*1st*  
Date March 1968.

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوبنده

To

گیرنده

Request

مورد درخواست

The continuous visits of Agusta Brothers to Teheran and also the meeting of Prince Emanuel with the highest authority as well as rumours regarding the sale of a large number of helicopters in Iran, was reported to Mr. Orpen by long distance telephone in Fort Worth. Because of the confidential nature of the reports, it was agreed that communication with Bell Helicopter Co. be made either through telephone or to Bell's representative in Teheran or by my visit to Fort Worth.

~~\_\_\_\_\_~~  
VISIT 40  
FW

امضاء  
Action Taken

Sgd. \_\_\_\_\_  
اقدام انجام شده

Sgd.....

A - 224

EXHIBIT No. 10

AIR TAXI

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date April 11 1968.

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوینده

To

گیرنده

Request

مورد درخواست

During repeated meetings with General Khatami and General Toufanian as well as other interested authorities concerning the Agusta contract, we did our best to persuade the Government to conclude the contract with Bell Helicopter Co. rather than Agusta. In the meantime, a meeting was also held with General Jablonsky, Chief of U.S. Maag in Iran, in order to obtain more information and draw their attention to support Bell Helicopter Co. The above was immediately communicated by long distance telephone to Mr. Orpen in Fort Worth.

امضاء

Action Taken

Sgd

اقدام انجام شده

Sgd.....

EXHIBIT No 1

FT351  
HURST TEX, 28 30 357A CST

1062

LT  
AIRTAXI TEHERAN

*Handwritten signature*  
30.4.68  
3- -

ZANGANEH WE WANT UH1H SALE AND YOU MUST SELL OUR PROPOSAL  
STOP FINANCING CAN BE MADE STOP REPRESENTATION AGREEMENT AIRMAILED  
25 APRIL REGARDS  
KLING BELLCRAFT

COL UH1H 25

*EXHIBIT No. 12*





## VEZARATE JANG

DEPUTY MINISTRY OF WAR FOR ARMAMENT  
SALTANAT-ABAD TEHRAN, IRAN

Mr. J. F. Atkins  
President  
Bell Helicopters Company  
Fort Worth Texas

Telegrams: TASLIHATI  
Telephones: 884078-881601  
Telex: 2703

Your Refs

Our Refs. 2/1401-01-71-7

Date 6 Apr. 18, 1972

Dear Mr. Atkins,

1. Further to our conversations during my visit to Fort Worth I am pleased to inform you of the firm intent of the Imperial Government of Iran to acquire the AH-1J and 214 helicopters for the Imperial Iranian Ground Forces.
2. This decision is contingent upon satisfactory performance of subject aircrafts per applicable specifications and satisfactory coproduction arrangements.
3. We shall provide 2 C-130 aircrafts to airtransport these helicopter's to Iran and return, you shall however bear the cost of the evaluation.

Yours Truly,

*H. Toufanian*  
Lt. Gen. H. Toufanian  
Deputy Minister of War  
for Armament.

Copy to:

Maj. Gen. Ellis W. Williamson,  
Chief of AMNISH-MAAG  
Tehran-Iran

~~SECRET~~  
EXHIBIT No. 13

FORM 369 MOHMATSAZI


**BELL**  
**HELICOPTER COMPANY**  
 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101     A  COMPANY

March 31, 1971  
 Fi:FMS:pb-3100

Major General H. A. Twitchell  
 Chief Armish - MAAG  
 APO New York 09205

Dear General Twitchell:

The Iranian Armed Forces have requested a technical and operational presentation on the AH-1 "Cobra" armed helicopter.

Pursuant to that request, I plan to arrive in Tehran on or about April 16th and will be accompanied by the following Bell employees:

|                |   |
|----------------|---|
| L. D. Kulik    | Applications Engineer - Armed Helicopters |
| H. A. Striker  | Manager - Support Operations              |
| C.P.B. Horsley | Representing Bell Helicopter - Brussels   |

You may recall that Mr. Horsley was a recent visitor to Tehran. I believe that he met with you and members of your staff as well as with senior officials of the Iranian Armed Forces. It was during Mr. Horsley's visit that the Iranians confirmed and clarified their desire for a Cobra presentation.

Because of high density altitude conditions in Iran, our presentation will cover both the AH-1G and the more powerful twin engine AH-1J model.

I have requested our representative in Iran, Mr. A. H. Zanganeh, to arrange a tentative briefing schedule commencing April 19th. During the two days or so between my arrival and the first briefing, I would like to use whatever time you and your staff may have available to acquire a better knowledge of the current and prospective helicopter situation in Iran as you view it and to coordinate our activities with you.

EXHIBIT No. 14 *(over)*



Page two

F1:FMS:pb-3100

X It seems appropriate to mention in this letter that the timing of Cobra procurement is now the pivotal planning factor.

~~In~~ April 1971 a final U.S. Military FY 70 production run of approximately 200 Cobras will begin. We have no indication of any follow-on U.S. procurement. Therefore, in order to take advantage of the price of this production run, it is necessary that customers place firm orders not later than 30 September, 1971. This is requisite to the procurement of long lead time components to mesh with any extended production schedule.

Later orders are susceptible to progressive and substantial price escalations generated by a combination of production rates and premiums attendant to accelerated component procurement.

I am looking forward with a great deal of anticipation to this visit, which I hope will open a program leading to the placement of American-manufactured helicopters in the Iranian force structure. My last exposure to that part of the world was as a member of a Pan American technical assistance team to Afghanistan where I spent over a year. Prior to that I ran the Pan Am show in Beirut with responsibilities in Syria and Trans-Jordan.

Needless to say, any comment or suggestion that you may have in connection with our plans would be most welcome.

I look forward to meeting you in the near future.

Sincerely,

BELL HELICOPTER COMPANY

A handwritten signature in cursive script that reads 'Frank M. Sylvester'.

Frank M. Sylvester  
Vice President  
International Marketing

WESTERN UNION

2 JUNE 1971

LT  
AIR TAXI  
TEHRAN (IRAN)

13  
sk  
7/6/71

REUR CABLE 13 MAY FOR TWO UH-1N HELICOPTERS FOR IIAF  
BY VIRTUE OUR LICENSING AGREEMENT WITH AGUSTA WHICH PROVIDES  
AGUSTA EXCLUSIVE SALES RIGHTS FOR 212 IN IRAN WE ARE UNABLE  
TO QUOTE AVAILABILITY OR DELIVERY OF UH-1N STOP HOWEVER THIS  
DOES NOT PRECLUDE IRANIAN GOVERNMENT REQUESTING USGOVT FOR  
THIS INFORMATION ON GOVERNMENT TO GOVERNMENT BASIS AS PROVIDED  
IN LICENSE AGREEMENT REGARDS

KENWORTHY  
BELLCRAFT

EXHIBIT No. 15

confirmation

6723

order

BELL HCPTR FTW  
VIA RCA1033  
DFDFDFDF  
BELL HCPTR FTW  
2575 A TAXI TN  
TELE X 758229  
BELL HELICOPTER CO FORT WORTH TEXAS USA  
AUG 24/71  
REF 54/71

Sent 1405 LT  
13

ATTN HORSLEY . HAD A LENGTHY MEETING WITH ALICE. SIX DOTTY FORTHCOMING. GROOPERS DEADLINE TO MANUFACTURE SAILS IS OCTOBER FIRST 1971. MUST REITERATE AND REEMPHASIZE YOUR ONE HUNDRED PERCENT AVOIDING ANY SORT OF AGREEMENT AND/OR SUPPORT OF GRACE IN SCHOOL. ONCE AGAIN MUST REMIND IMPORTANCE OF MAINTAINING CONCEALMENT . REGARDS SNAPPER

2575 A TA XI TN  
BELL HCPTR FTW  
2575 A TAXI TN

EXHIBIT No. 16

J.E.  
24.8.71.

This telex should have been sent to Mr. Horsley in ~~Fort Worth~~ <sup>Dallas</sup> not Fort Worth (our secretary's mistake). Please refer to telex of 5/2/71 dated Aug 25/71

(علاوة)

Ⓟ Sent thru Hotel Semiramis  
(27 Aug. 1971)

BKO  
TELEX THN MOM  
2331 SEMIRA TN

TELEX IRTN 01 27/08 19.15  
PLS BOOK ME TO TELEX NR 758229 BELL HELICOPTER COMPANY  
TEXAS U.S.A TKS

OK MOM PLS  
VIA RCA  
BELL HCPTR FTW

13

VIA RCA/NY 19.17 GMT DFDFDFDF  
2331 SEMIRA TN  
BELL HCPTR FTW  
TELEX 758229 BELL HELICOPTER COMPANY FORT WORTH TEXAS USA

ATTENTION FRANK SYLVESTER.  
WE HAD ANOTHER IMPORTANT MEETING WITH ALICE WHO AGAIN REMINDED  
AND RE-EMPHASIZED THE EXTREME SENSITIVITY OF THE [REDACTED] MESSAGE  
REGARDING ACCURATE DEADLINE FOR GROOPER TO COMMENCE MANUFACTURING  
SAIL HERE. WE STRONGLY RECOMMEND THAT THIS DELICATE MATTER BE  
TREATED WITH MAXIMUM CAUTION OTHERWISE IT WILL RESULT IN GREAT  
CONFLICT TO OUR MUTUAL DISADVANTAGE STOP BEST REGARDS SNAPPER  
2331 SEMIRA TN  
BELL HCPTR FTW

for prod

TELEX THN MOM

1150  
طهران  
ر.ر.ع.د

air taxi

EXHIBIT No. 17

2331 SEMIRA TN

(Couldn't send to Brussels)

TELEX IRTN 01 27/08 19.19  
PLS CAN I BOOK TO TELEX NR 24588 KNIEWEGEN . BRUSSELS.  
BELGIUM. TKS  
YES DEAR MOM PLS OK DEAR TKS VERY MUCH  
TELEX THN  
2331 SEMIRA TN  
THE LIGHT HAS GONE AND CAME DEAR I AM SORRY

Internal Memorandum

Oct. 28 1971

From: K. Iranzad, Sales Manager.

In response to the letter dated October 20 reference CPBH/mh/699 requesting us to send monthly reports rather than weekly reports. On a few occasions during his stay in Teheran with the Bell Helicopter' team consisting of Mr. Sylvester, Mr. Mitchell and Mr. Gallagher, we verbally informed Mr. Horsley that since very important discussions are taking place and activities going on, to discontinue Agusta's efforts in Iran and replace them with BHC in this market, it is absolutely inadvisable to send reports in writing. We stressed that all our communications from now on be either verbal, long distance telephone calls or coded telex messages. Therefore, except for routine activities, we agreed not to submit any written reports.

*h* EXHIBIT No. 18

Internal Memorandum

Sept. 21 1971

From: Mr. A.H. Zanganeh, Managing Director.

As previously scheduled at a very private meeting, Mr. Dehesh on behalf of General Toufanian asked me to send a telex requesting BHC to definitely send a representative or team to Teheran with full powers on November 1 1971, and officially informed the Iranian Government of the willingness and ability of BHC to co-produce Huey and Huey Cobras. At the same meeting Mr. Dehesh re-emphasized the importance of BHC avoiding support to Agusta under any condition. We know very well that Agusta is making his last effort both in Iran and back in Fort Worth - in this respect we are confident about their position in Iran, but wonder about it back in FTW?

*h* EXHIBIT No. 19

**AIR TAXI CO.**

Mehrabad Airport  
**TEHRAN**  
 68992  
 Tel. 611967  
 Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲ }  
 تلفن ۶۱۱۹۶۷ }

تلگراف: تهران ارتاکسی

Date .....

No. .... 2nd-March, 1968

Yr. Ref. ....

تاریخ .....

شماره .....

**C A B L E**

LT

BELL-HELICOPTER - P O BOX 482 - FORTHWORTH - TEXAS - USA

ATTN ORPEN REYRCAB AM ARRANGING MEETING WITH VITALLY

IMPORTANT CONTACT HERE WITHIN 15 DAYS AFFECTING YOUR SALES

PROJECT STOP SUBSEQUENT THIS MEETING WILL SCHEDULE VISIT

TEXAS REGARDS

ZANGANEH AIRTAXI

EXHIBIT No. 20



## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Dec. 10, 1972.

No. \_\_\_\_\_

Yr. Ref. F4:JEG:cmt:1210

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکسی ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ: \_\_\_\_\_

شماره: \_\_\_\_\_

Mr. J.E. Gallagher Jr.,  
Regional Manager - Iran,  
Bell Helicopter Co.,  
P.O. Box 482,  
Fort Worth, Texas 76101,  
U.S.A.

Dear Mr. Gallagher,

Re: Paragon Consulting Engineers' enquiry for one 206B Helicopter.

I received your letter of October 26, 1972, together with the respective enclosures. Attached is a copy of our reply which is self-explanatory.

Reference your new subject. I delivered your corrected film entitled 'Develop the Land' to Mr. Zanganeh who handed it to General Khatami.

At this end all is going well. Mr. Zanganeh is planning to leave for Europe and the United States day after tomorrow and he is scheduled to be in Fort Worth on or about January 2, 1973. Please take good care of him. ~~Mr.~~ Zanganeh will be carrying with him ~~Adami's~~ file regarding our efforts for Bell during the past years. While going through this file you will appreciate the valuable cooperation devoted and contributed by us which resulted in the recent large order.

I take this opportunity to extend my most sincere and warm Seasons Greetings and wish you and your family a Happy and Prosperous New Year.

Yours sincerely,  
AIR TAXI COMPANY,

*A. Zanganeh*  
K. Iranzad,  
Commercial Manager.

*EXHIBIT No. 21*

mgm

Internal Memorandum

Sept. 23 1971

From: K. Iranzad, Sales Manager.

We are pleased to see that the directions made by Air Taxi were accepted by Bell Helicopter Co., and in a telex BHC agreed to send its representatives to Teheran on Nov. 1, 1971. This information was immediately relayed by Mr. Zanganeh to Mr. Dehesh. Moreover, in the same telex BHC agrees the following:

- a) To avoid any support to Agusta.
- b) To treat all the useful information relayed to them fully confidential

Contrary to the desire of Bell, Air Taxi still recommends that prior reconnaissance by no one is advisable before November 1 1971. These recommendations were relayed to BHC by Telex. We are doing our utmost to prevent Agusta's representative in Teheran finding out about our activities, Since Agusta has succeeded in obtaining fifteen days extension to submit their proposal for co-production. We immediately sent a coded telex to BHC to withhold the visit of their team headed by Mr. Sylvester for a further two weeks i.e. from November 1 1971.

EXHIBIT NO. 22

(K) *Handwritten signature*

2331 SEMIRA TN  
BELLHCPTR BRU B

OCTOBER 14 1971 TWX 670

PLEASE CALL IRANZAD HOME PHONE 824061 FOR COLLECTION.

ATTENTION: MR. ZANGANEH  
CC. MR. IRANZAD

HAVE TRIED TELEPHONE ALL MORNING BUT SEEMS DUE CELEBRATIONS ALL LINES ENGAGED.

HAVE HAD LENGTHY DISCUSSIONS WITH SYLVESTER AND HE IS MOST CONCERNED OVER YOUR LATEST TELEX TO HIM. IN ORDER TO ARRIVE IN TEHERAN NOVEMBER FIRST AND TO PRESENT IN PROFESSIONAL MANNER THAT WHICH IS REQUIRED IT IS ESSENTIAL YOU TELEPHONE OR TELEX ME IMMEDIATELY THE REASONS AND IMPLICATIONS OF THE SUDDEN MOVING FORWARD OF BASS-SEA MEETINGS FROM SECOND WEEK NOV. THE FIRST.

FURTHER NEED TO KNOW WITH WHOM MEETINGS SCHEDULED TO TAKE PLACE AND THE EXACT NATURE OF SUCH MEETINGS. NATURALLY WE WANT TO RESPOND, BUT WE MUST BE FULLY PREPARED AND BRIEFED IN WHAT WE MAY HAVE TO RESPOND TO. WE ARE PREPARING FULL CO-PRODUCTION PROPOSAL WITH ORIGINAL COMPLETION DEADLINE NOV. 5 FOR THIRTY SWORDYS AND NINETY-EIGHT SAILS BUT WE DO NEED ALL POSSIBLE INFORMATION FROM YOU THAT MAY ASSIST AND INFLUENCE THIS PROPOSAL.

WE CANNOT AFFORD TO LOSE THE BUSINESS THRU BASIC LACK OF KNOWLEDGE IN WHAT EXACTLY IT IS SEA/SUZY/TROUT DESIRE, AND IN THAT REGARD I WILL PLAN TO ARRIVE END OF NEXT WEEK EVEN IF JUST TO ASSIST IN THE PRELIMINARIES.

~~THIS~~ MAY BE OUR ONE BIG CHANCE - SO LETS NOT LEAVE ANYTHING TO CHANCE.

AS ADVISED BEFORE, PLEASE CO-ORDINATE ALL ACTIVITIES WITH THIS OFFICE.

WILL TRY AND CALL YOU HOME NUMBER TOMORROW.  
BEST REGARDS.  
C. P.B. HORSLEY.

#  
2331 SEMIRA TN  
BELLHCPTR BRU B

*Handwritten initials*  
14,10,71

EXHIBIT No. 23

*Copy*

2363 HILTON TN  
SEP. 24, 71

TELEX NO. 24588  
KNIWEVEN BRUSSELS  
BELLHCPTER

*(K) [Signature]*

ATTENTION HUNT

WITH REFERENCE TO YOUR TELEX 586 DATED SEPTEMBER 22, 1971,  
THANKS FOR ALL YOUR ASSURANCES AND BACKINGS.  
TROUT'S INTENT DOES NOT REPLACE AND/OR SUBSTITUTE MARTHA S.  
YOU ARE RECOMMENDED TO PURSUE YOUR ACTIONS AND AVAIL ALL INFORMATION  
REQUIRED BY US COD DIRECTLY.  
PRIOR RECONNAISSANCE BY NO ONE IS ACCPETABLE AND/OR DESIRABLE  
NOW. RPLEASE SEND CHRIS FIRST NOVEMBER . MEANWHILE WITHHOLD SENDING  
TEAM UNDER FRANK UNTIL SECOND WEEK NOVEMBER, SLIGHTEST UNWISE  
MOVE WOULD UPSET WHOLE THING. NO FURTHER COMMENT AT PRESENT.  
BEST REGARDS.

SNAPPER

|                 |                      |
|-----------------|----------------------|
| <i>Trout</i>    | <i>Delash</i>        |
| <i>Martha</i>   | <i>11/11/71</i>      |
| <i>U.S. COD</i> | <i>H.S. 11/11/71</i> |
| <i>Snapper</i>  | <i>Air Taxi</i>      |

*[Signature]*  
24/9/71

*EXHIBIT No. 24*

AIR TAXI COMPANY

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending.....

August 31, 1971

(4)

Name of Customer MIO

Contact -

Title -

Address -

Telephone \_\_\_\_\_

Telex \_\_\_\_\_

Cables \_\_\_\_\_

## Discussions

As you would have noticed from our recent telexes, regular contacts were made with MIO authorities. Photo-copies of the telexes are enclosed for your reference. Our Managing Director has been personally meeting the officials incharge regarding your future activity in this market. We cannot say more openly in this report and would like to refer to you to our coded telexes.

The authorities have been emphasizing the importance of keeping all of the information under cover and keep them very confidential otherwise the whole future possibility will be seriously jeopardized as we repeatedly brought to your attention the gravity of the situation. Please make sure to avoid any unnecessary attempt or move without consulting us first. ..

## Conclusions

The prospects seem to be promising on condition that you will adhere to our advices.

Encl:

EXHIBIT NO. 25

Signature

  
 K. Iranzad

Internal Memorandum

Aug. 22 1971

From: K. Iranzad, Sales Manager.

Upon enquiry from Bell Helicopter Co. and thorough investigation I confidentially found out that the Government of Iran has decided to procure Huey and Huey Cobra Helicopters. For the time being the quantity of these helicopters totals 160 ships as follows:-

|                                  |              |
|----------------------------------|--------------|
| Model AH-1G (Single engine)..... | Qty 30       |
| AH-1J (Twin engine).....         | " 30         |
| Huey (205).....                  | " 100        |
|                                  | <u>" 160</u> |

I immediately transmitted a coded telex to BHC. In the meantime an arrangement has been made for Mr. Zanganeh to meet Mr. Horsley in Paris at the Hotel Prince de Galles.

EXHIBIT No. 26

## INTER-OFFICE MEMORANDUM

*Confidential*August 13, 1971  
F1:FMS:pb-3216

TO: E. J. Ducoyot/J. F. Atkins  
 COPY TO: H. W. Weichsel, Jr.  
 SUBJECT: IRAN

By telex today from A. H. Zanganeh, Managing Director for Air Taxi, he confirms that he has seen a copy of the Shah's directive to General Toufanian to commence immediate procurement of 30 AH-1G or J's plus 60 205's. **The same document also directs Toufanian to give Agusta a RFP first. If their response is not immediate, positive and acceptable (and I assume this applies to the complete package) then Toufanian is directed to proceed personally to the U.S. and to undertake procurement activities here.**

Toufanian is presently either in or en route to Italy.

Frank M. Sylvester  
 Vice President  
 International Marketing

*EXHIBIT No. 27*

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 48992  
611967

Cobla Tehran AIR TAXI

Date April 6, 1971.

No. 5/13/1025

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفرانی: تهران ارتاکسی

تاریخ: .....  
 شماره: حداپی بوم (به صفحه ۲ مراجعه شود)

Bell Helicopter Company,  
 P.O. Box 482,  
 Fort Worth,  
 TEXAS 76101,  
 U.S.A.

**EXHIBIT No. 28**

Attention Mr. F. Sylvester - Vice President, International  
 Marketing.

Dear Sirs,

We refer to our recent telex messages copies of which are enclosed for your immediate attention.

We must apologise for the delay in writing to you - this was due to the Persian New Year Holidays.

Please find enclosed copy of the List of Tools required for the Iranian Helicopter Industries.

We also enclose, herewith, photocopy of the Imperial Iranian Navy's enquiry for sixteen (16) items of Ground Support Equipment. Please send us your quotations as soon as possible.

The Imperial Iranian Navy also invites your quotations for a further fourteen (14) items of Spare Parts, as per enclosed photocopy.

The agreement with the Imperial Iranian Navy regarding the Open Credit Account in the amount of \$10,000.-- to cover 'ACG' orders, has not yet been signed due once again to the New Year Holidays. We are pursuing the matter and hope to finalise it in the near future.

With reference to your recent telex dated March 30, 1971, we immediately contacted General Toufanian and Mr. Dehesh and briefed them regarding your forthcoming visit to Teheran. As we telexed you on April 1, 1971, they were of the opinion that the Huey Cobra presentation should be made solely to them. They believe that, contrary to your decision, the.....



## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 6.4.71

No. S/13/1025 (Contd).

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفگرافی : تهران ارتاکسی

تاریخ

شماره

minimum exposure is most advisable. As to the timing, locations and invitations, we assure you that the necessary arrangements will be made by us.

Incidentally, for your information the Agusta team will be in Teheran during the 12th through 14th April. Therefore, your proposed schedule is quite in order. We are very pleased to hear that Mr. Horsley will arrive two days prior to the arrival of your main team. We will try to coordinate the plans with Mr. Horsley in the best way possible.

Finally, we appreciate your endeavours in arranging the hotel accommodation for our Managing Director at the Royal Monceau Hotel, Paris, for the duration of the Air Show.

Yours truly,  
AIR TAXI COMPANY,

K. Iranzad,  
Sales Manager.

cc: Mr. C. Horsley

KI/mgm

**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date Nov. 2, 1969

تاریخ.....

From **K. Iranzad, Sales Manager.**

گوینده

To


گیرنده

Request

مورد درخواست

The Second Asian Fair was held in Teheran from October 5 to 24, 1969. We requested Bell Helicopter Co. to send us a variety of publications and literature to support our publicity campaign when participating in this fair. Air Taxi Co. occupied a very attractive stand. Unfortunately, Bell's literature did not reach us in time (due to their being sent overland despite our request to airmail same). Therefore, we used all the available publications. During the inauguration ceremony, His Imperial Majesty stopped by Air Taxi's stand and asked a few questions regarding the various models of Bell's Helicopters - Mr. Zanganeh personally gave all the necessary explanations to His Imperial Majesty.

امضاء  
Action Taken

Sgd.   
اقدام انجام دهنده

*EXHIBIT No. 29*

Sgd. \_\_\_\_\_

**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date Nov. 10, 1968.

تاریخ .....

From **A.H. Zanganeh, Managing Director.**

کوبنده و تاکارزمنه

To

گیرنده

Request

مورد درخواست

To-day we met General Toufanian in his office at Saltanaatabad in order to enquire as to the quantity of Model Jet Rangers they intend to buy. General Toufanian confidentially informed me that the quantity would be somewhere between 75 to 100 'copters. The General disclosed that should Bell's prices and terms of payment be more attractive they would have a chance of getting the business. He also recommended us to ask Bell Helicopter Co. to send an authorised representative to Teheran for the necessary negotiations definitely not later than the morning of November 19. We immediately sent a cable to Bell Helicopter Co. in this connection.

امضاء

Action Taken

Sgd   
اقدام انجام شده

امضاء

Sgd.....

اعتبار 16.30

**AIR TAXI**

**MEHRABAD**

*1st*  
Date March 1968.

**INTERNAL MEMO**

یادداشت داخلی

ارتاکسی

مهرآباد

تاریخ.....

From **A.H. Zanganeh, Managing Director.**

کوینده

To

کیرنده

Request

مورد درخواست

The continuous visits of Agusta Brothers to Teheran and also the meeting of Prince Emanuel with the highest authority as well as rumours regarding the sale of a large number of helicopters in Iran, was reported to Mr. Orpen by long distance telephone in Fort Worth. Because of the confidential nature of the reports, it was agreed that communication with Bell Helicopter Co. be made either through telephone or to Bell's representative in Teheran or by my visit to Fort Worth.

امضاء

Action Taken

Sgd.....  
انجام انجام شده

امضاء

Sgd.....

A - 224

*EXHIBIT No. 31*

# Exhibit No. 32

*Handwritten signature/initials in Arabic script*

BELLHCPT BRU B  
DFDFDFDF VIA WIEN 1207GMT  
#  
BELLHCPT BRU B  
2575 A TAXI TN

*Sent 15.32 LT*

~~KNIWEGEN BRU 24588  
SEPT 21/71  
REF 87/71~~

ATTN HUNT/HORSLEY  
WITH REFERENCE TO YOUR TELEX DATED SEPTEMBER 16TH HAD MEETINGS  
WITH ALICE WHO RECOMMENDED THAT BETTY'S REPRESENTATIVE SHOULD  
ARRIVE HERE ON OR ABOUT NOVEMBER FIRST WITH AUTHORIZATION TO  
EXPRESS BETTY'S DESIRE AND READINESS TO MANUFACTURE NINETYEIGHT  
SAILS AND THIRTY SHARKS/SWORDIES IN SCHOOL. ALSO ADVISED THAT  
BASS SHOULD ABSOLUTELY AVOID ASSISTANCE AND SUPPORT GROOPER ON  
THIS PROGRAM. HOWEVER, SHOULD BASS PERMIT GRACE MANUFACTURING IN  
SEA, FOR ONE REASON OR ANOTHER, JOE'S EFFORTS SHOULD BE SERIOUSLY  
DETERMINED AND COMPENSATED SNAPPER

2575 A TAXI TN

#  
BELLHCPT BRU B  
2575 A TAXI TN

|            |                   |
|------------|-------------------|
| <i>2.1</i> | <i>2</i>          |
| <i>5.1</i> | <i>11. 11. 02</i> |
| <i>5.1</i> | <i>20/10</i>      |
|            | <i>AP</i>         |
|            | <i>17.414</i>     |
|            | <i>Signature</i>  |
|            | <i>fl</i>         |
|            | <i>-</i>          |

*Handwritten signature and date: 21/9/71*

*Handwritten notes: 4/2/71, 5/2/71, 5/2/71*

AIR TAXI

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی  
مهرآباد

Date April 10 1971

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوبنده

To

گیرنده

Request

مورد درخواست

Upon receipt of Bell Helicopter's telex No.231 dated March 30 1971 regarding the arrival of the Bell' team consisting of the following:

1. Mr. F.M. Sylvester
2. " H.A. Striker
3. L.D. Kulik
4. C.P.B. Horsley

K

I immediately approached General Khatami, C-in-C IIAF and also General Toufanian of the MIO, and personally related the purpose of the visit of Bell's team to Iran.

Contrary to Bell's decision to make a maximum exposure and wide publicity, both Gen. Khatami and Gen. Toufanian as well as Mr. Dehesh, agreed with me that Bell should play a very low key and only coordinate and adhere to further guidance/instructions which would be given to them.

امضاء

Action Taken

Sgd

اقدام انجام شده

Sgd.....

EXHIBIT NO. 33



April 28, 1971  
 Ft: FMS: pb-3127

AIDE MEMOIRE

SUBJECT: IRAN COBRAS

REFERENCE: TELECON - Horsley (Iran) to Sylvester (Fort Worth)

Chris Horsley called to advise on the following points relevant to the Iranian Cobra program:

- 1) Lt. Gen. H. Toufanian - C.G. of the Iranian Military Industrial Organization - who reports in that capacity directly to the Shah and is responsible for all military procurement - and Gen. Minbashian - Commander in Chief, Iranian Ground Forces - have met with the Shah and have come out strongly in favor of Cobra.

His Majesty has asked the MAAG - Maj. Gen. Twitchell - for recommendations as to how they should proceed.

Twitchell - who has less than 60 days to go before retirement - has replied that he is not in a position to either answer the question or make any decision in this matter and is going to refer the matter back to the Pentagon. Just where in the Pentagon is not known at this point in time.

Brig. Gen. O. Patton, Chief of Army Section, has informed Horsley that his group is convinced of the Iranian intent to buy Cobra.

X Gen. Khatemi - C in C, Iranian Air Force, has also reported to the Shah as being in favor of Cobra for the Air Cav Mission.

- 2) The special film strip for the Shah which we agreed to prepare on a "time-is-of-the-essence" basis is now urgently needed, and both Gen. Toufanian and Dehesh have said that it would be highly useful to them and advantageous to us if Len Kulik could hand-carry the film to Iran prepared to brief others in the Iranian Forces and that it is probable that the Shah would wish to interview Len directly.
- 3) Ambassador McArthur has also seen the Shah in our behalf and reports a favorable reaction.

EXHIBIT No. 34



Page two

F1:FMS:pb-3127

- 4) Corrado arrives Teheran on Friday, April 30. When he has covered the same bases that we did, we can expect to hear from him.
- 5) Gen. Toufanian and Dehesh requested us to leave Horsley in Teheran through the week ending April 30 and have now requested a seven day extension to this to which I acceded.

A handwritten signature in black ink, appearing to be 'F. Sylvester', enclosed within a hand-drawn oval.

Frank M. Sylvester  
Vice President  
International Marketing

J. F. Atkins  
H. W. Weichsel, Jr.  
V. H. Hunt  
W. J. Yates  
R. B. Kenworthy  
L. Kulik  
R. L. Ramsey

34



Internal Memorandum

July 23, 1971

From: A.H. Zanganeh, Managing Director.

I had a long discussion in the Bell' Chalet during the Paris Air Show in Le Bourget, I also invited Mr. Dehesh to join me in these very important and fruitful discussions. On behalf of General Toufanian and the Government of Iran, Mr. Deshesh expressed the desire to Bell Helicopter's management to procure Huey and Huey Cobra helicopters for Iran. Later on at the Bell Helicopter's dinner party again Mr. Dehesh and I found a good opportunity to carry on further discussions marking the steady and firm improvement of BHC's programme in Iran, in particular Mr. Dehesh assured BHC's management about the qualification and capability of Air Taxi Co. (BHC's representative in Iran), and added that their assistance and guidance towards your programme is unprecedented.

Exhibit No. 35

2575 A TAXI TNH  
RCANY 128 0043#  
2575 A TAXI TN  
RCANY2432 0042  
BELL HCPTR FTW

RCD 09/19 LT.  
(-1/2)

758229 BELL HELICOPTER CO FTW TEXAS MSNO 10K 8-10-17 1145PM  
9512575 AIR TAXI CO. TEHERAN IRAN

ATTN: K. IRANZAD

11/8/71

IN REPLY REFER TO 0680

THIS IS TO ACKNOWLEDGE RECEIPT OF ZANGANEH TELEX DATED AUG 9 1971 CONCERNING PIKES DECISION TO GO AHEAD WITH 30 SHARK OR SWORDY FISH PLUS APPROXIMATELY 60 SAIL. WE ANXIOUSLY AWAIT FURTHER DETAILS AND DESIRE AT THE EARLIEST POSSIBLE OPPORTUNITY A REQUEST FROM SCHOOL FOR A PROPOSAL TO ASSEMBLE/MANUFACTURE SAIL WE AGREE AND WILL COMPLY WITH TROUTS RECOMMENDATION THAT BASS REMAIN IN BACKGROUND UNTIL CALLED IN. WILL SEND COMPARTISON PERFORMANCE CHARTS FOR SHARK AND SWORDY TO YOU ASAP. HORSLEY WILL MEET WITH ZANGANEH IN PARIS TO FURTHER DISCUSS NEEDED INFORMATION.  
BEST REGARDS TO ALL.

GALLAGHER  
BELLCRAFT

CORRECTION: LINE 5 LAST WORD READS: MANUFACTURE SAILS.  
INSTEAD OF SAILESAM THANK YOU

END CD  
JG

MSG WELL RCD BIBI FOR NOW  
TU BIBI

575 A TAXI TN.....5

EXHIBIT No. 36

|                |                       |
|----------------|-----------------------|
| Pike           | His Majesty           |
| Shark (AH-1G)  | Hueycobra (Single Co) |
| Swordy (AH-1J) | " " (Twin Eng)        |
| School         | Iran                  |
| Fish           | Helicopter            |
| Sail           | Huey 205              |
| Trout          | Dehesh                |
| Bass           | Bell                  |

BELL HELICOPTER

APRIL 12/72

REF 132/72

ATTN: MR. SYLVESTER

476  
cc: FFA/ETD

MEETING WITH TOUFANIAN 4.12.72 CONFIRMED QUANTITIES OF AIRCRAFT REQUIRED PER MY EARLIER REPORT. HOWEVER TOUFANIAN QUALIFIED IT BY STATING DUE TO THE OBVIOUS HIGHER COST OF THE LARGER PROGRAM H.I.M. COULD WELL DECIDE TO DECREASE THE QUANTITIES BUT NOT BY VERY MUCH.

TOUFANIAN STATED IT LOOKS AS THOUGH THEY WILL REQUIRE A DEMONSTRATION IN COUNTRY FOR THE AH-1G, AH-1J AND 214A IN AUGUST. I STATED WE THEN REQUIRE A LETTER OF INTENT ALONG THOSE LINES WE DISCUSSED PER TELECON 4.11.72.

PRESENTATION OF PROGRAM TO H.I.M. IS SCHEDULED FOR THIS AFTERNOON AND THURSDAY MORNING FOR APPROVAL. DEHESH STATES HE WILL DO UTMOST TO SHOOT DOWN IN COUNTRY DEMO AS IT NOT NECESSARY AND RESULT IN DELAY OF PROGRAM IMPLEMENTATION.

TOUFANIAN HAS REQUESTED I STAY THROUGH SATURDAY AS HE WILL KNOW H.I.M. DECISION BY THEN AND CAN PROVIDE ME WITH LETTER OF INTENT IF DEMO FIRM.

DEHESH CONFIRMS BELL HAS AT LEAST ATTACK PORTION OF PROGRAM. TRANSPORT PORTION IS STILL CLOUDED BY AGUSTA AND WILL NOT LIKELY CLEAR UNTIL AFTER CORRADO VISIT.

EXHIBIT No. 37

PAGE 2

47

TOUFANIAN STATES ENTIRE PROGRAM WILL BE DEFINED IN 15 DAYS.

EARLIEST POSSIBLE DATE TO LEAVE SUNDAY. ACCORDINGLY WHAT REQUIREMENTS REFERENCE BELL AGUSTA MEETINGS?

PLEASE ADVISE WIFE OF DELAY IN RETURN.

HAVE SCHEDULED MEETINGS WITH MAAG, DEHESH AND KHOSRODAD OVER NEXT TWO DAYS. WILL KEEP YOU POSTED.

PERFORMANCE OF AIR TAXI HAS BEEN OUTSTANDING AND HAS CONTRIBUTED SIGNIFICANTLY TO PROGRAM.

BEST REGARDS.

GALLAGHER



BELL  
HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A  COMPANY

June 16, 1972  
F1:FMS:pb-135

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Attention: Mr. A. H. Zanganeh

Gentlemen:

Enclosed is an amendment to our Manufacturer's Foreign Representative Agreement dated June 15, 1970, the terms and conditions of which, in our opinion, reflect agreement reached on this subject during our recent meetings in your office.

If this meets with your approval, would you please execute and return two copies. Upon receipt of these two copies, it is our intention to execute and return an original copy to you.

Sincerely,

BELL HELICOPTER COMPANY

Frank M. Sylvester  
Vice President  
International Marketing

EXHIBIT No. 38



MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO. 1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 100 | Model 206A/OH-58A |
| 50  | Model 205A/UH-1   |
| 200 | Model 209/AH-1J   |
| 200 | Model 214         |

Related spare parts, accessories, equipment,  
tooling, services, training, or data



Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of the Listed Products.
- B. Subject to the approval of the U.S. Government, Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial-Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final



Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

E. This Amendment shall become effective on the date hereof and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.

F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

By \_\_\_\_\_

(Title) \_\_\_\_\_

Witness \_\_\_\_\_

Date: \_

(Title) \_\_\_\_\_

Witness \_\_\_\_\_

Date: \_



**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date April 11 1968.

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوبنده

To

گیرنده

Request

مورد درخواست

During repeated meetings with General Khatami and General Toufanian as well as other interested authorities concerning the Agusta contract, we did our best to persuade the Government to conclude the contract with Bell Helicopter Co. rather than Agusta. In the meantime, a meeting was also held with General Jablonsky, Chief of U.S. Maag in Iran, in order to obtain more information and draw their attention to support Bell Helicopter Co. The above was immediately communicated by long distance telephone to Mr. Orpen in Fort Worth.

امضاء

Action Taken

Sgd

اقدام انجام شده

امضاء

Sgd.....

A - 224

EXHIBIT No. 39

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date December 29, 1969.

No. 21/42313

Yr. Ref. ....



شركت هوايي مائتي ايرتاكسي  
فروگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲  
۶۱۱۹۶۷

تلگرافي : تهران ايرتاكسي

تاريخ .....

شماره .....

Mr. R.E.F. Taylor,  
Bell Helicopter Co.,  
P.O. Box 402,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Dear Mr. Taylor,

Somehow we seemed to have missed each other in London. After Mr. Iranzad's cable reached me in Paris I took the first flight to London which, unfortunately, was delayed and arrived one hour after your BOAC arrival - this was due to the unforeseen airport strike in Paris.

As requested by you, upon my arrival in London, I went to the Ambassadors Club at the International Terminal and looked everywhere for you until 1600 hours. Finally, with the great help of the TWA and BOAC staff I learned that instead of waiting three hours you left London on the first BOAC flight for the United States.

I am very sorry for the time which was wasted because in your previous cable you did not mention that you intended to visit Teheran, secondly my cable dated the 17th inst. requesting your itinerary was unanswered.

No doubt, by meeting either in Europe or Teheran we could have saved time discussing mutual points of interest and forthcoming plans. Therefore, please find, hereunder, my points to which I would appreciate a favourable and immediate reply in order that we may have a better and clearer picture of this business.

On my return to Teheran Mr. Iranzad handed to me the Hueycobfa film, brochures and proposals - I will arrange an immediate presentation of same to His Majesty and the Authorities concerned. In the event that your proposals are found to be interesting, we will do our best at this end to give you all assistance possible. You are well aware that unless you can provide....

EXHIBIT No. 40

**AIR TAXI CO.**

Mehrabad Airport  
**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date Dec. 24, 1969.

No. 21/42013 (Contd.)

Yr. Ref. ....



شرکت هوایی مائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی : تهران ارتاکسی

..... تاریخ

..... شماره

- 2 -

financing of this deal through the U.S. Government 'Tranch' or, alternatively, arrange better and lower long-term credit facilities than Agusta, the deal will finally be diverted to them.

Since the interested party will be leaving the country within two weeks for a period of one month, I should make arrangements before his departure. Under these circumstances I regret that I will not be able to attend the Bell Sales Conference from January 7th to 9th. I will cable you my arrival if otherwise.

Looking forward to meeting you somewhere, somehow, I remain dear Mr. Taylor,

Yours truly,  
AIR TAXI COMPANY,

  
A. H. Zanganeh,  
Managing Director.

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date December 27 1969.

تاریخ.....

From . A.H. Zanganeh, Managing Director.

کوبنده

To

گیرنده

Request

مورد درخواست.

On my return from Europe I received a Huey Cobra film and proposal which Mr. Taylor left with Mr. Iranzad during my absence. In a dinner party given at the residence of General Khatami - His Imperial Majesty, The Queen, Princess Fatemeh and the Prime Minister saw the film. His Imperial Majesty displayed great interest in the film and raised several questions. I gave the necessary explanations to His Imperial Majesty. HIM was most impressed with the Huey Cobra capabilities and pointed out the great possibility of utilising this helicopter in the Iranian Forces. I immediately communicated the result of His Imperial Majesty's interest and comments to Bell's representative.

امضاء

Action Taken

A. H. Zanganeh  
Sgd.....

اقدام انجام شده

امضاء

Sgd.....

A - 224

EXHIBIT No. 41

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date April 10 1971

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوییده

To

گیرنده

Request

مورد درخواست

Upon receipt of Bell Helicopter's telex No.231 dated March 30 1971 regarding the arrival of the Bell' team consisting of the following:

1. Mr. F.M. Sylvester
2. " H.A. Striker
3. L.D. Kulik
4. C.P.B. Horsley

I immediately approached General Khatami, C-in-C IIAF and also General Toufanian of the MIO, and personally related the purpose of the visit of Bell's team to Iran.

Contrary to Bell's decision to make a maximum exposure and wide publicity, both Gen. Khatami and Gen. Toufanian as well as Mr. Dehesh, agreed with me that Bell should play a very low key and only coordinate and adhere to further guidance/instructions which would be given to them.

امضاء

Action Taken

Sgd.....

اقدام انجام شده

امضاء

Sgd.....

A - 224

EXHIBIT No. 42

INTERNAL MEMO

From: K. Iranzad, Sales Manager.

April 24, 1971.

During the one-week stay in Iran of the BHC team, which consisted of the following gentlemen,

Mr. Sylvester  
" Striker  
Kulik  
Horsley

as per Mr. Zanganeh's instructions the following arrangements should always be made available for BHC whenever their representatives visit Iran, "Free of any charge"

AIR TAXI AIRCRAFT as many as required  
Private cars with drivers,  
Film and slide projectors,  
Office space in AirTaxi Co.'s premises  
secretary and were put at their disposal.

1. I met the team on their arrival at Mehrabad Airport April 15 1971 at 23.59hrs.
2. Meeting with Mr. Dehesh in his office on April 16 for their introduction and also arranging and making an appointment to meet Gen Toufanian and other preliminary actions on - Huey & HueyCobra program in Iran.
3. Meeting in Air Taxi Co. at 9 am on April 17 1971. Lengthy discussions concerning the implementation of Bell Helicopter Co.'s programme, fact finding about Agusta's activities and presentation of the Huey Cobra helicopter to The Commanders of the Iranian Armed Forces ensued. In the afternoon of the same day an arrangement was made for the BHC team to visit Gen Twichell and Gen Patton of the U.S. Maag.
4. On April 18 1971 a meeting was held in the MIO office with the participation of Gen Toufanian and Mr. Dehesh. At this meeting the Huey Cobra Helicopter was presented to the General who was considerably impressed and indicated that it is the intention of the Iranian Government to evaluate this helicopter and most probably purchase Huey Cobra helicopters in the near future.
5. April 19 1971 was very active and productive day starting from 8 am when a meeting was arranged with the IIN authorities namely Adm. Ardalan (Logistics) and Col. Vali (Commander of Naval Aviation) at the IIN Headquarters. At 10 am another meeting was held in the IIAA headquarters with Gen. Ghandahari, CinC, and Major Tohidi (Material).

At both the above meetings lengthy discussions were held concerning the future programmes of BHC in Iran and presentation of the Huey Cobra helicopter. The team returned to Air Taxi Co. about noon. After a quick lunch, as previously arranged, Mr. Zanganeh piloted an Aero Commander aircraft and flew the team from Mehrabad Airport to Doshan Tappeh Air Base, to meet Gen Khatami C in C-119AF and other high ranking officers. The necessary clearances had already been arranged by Mr. Zanganeh. After preliminary introductions of the BHC team regarding their programme in Iran, discussions took place in a friendly atmosphere

EXHIBIT No. 43

....1

for about an hour and a half. Gen Khatami gave very important and useful guidance and advice for the future sales of a Huey Cobra. The BHC team were very impressed. At the end of the meeting they returned with the same aircraft to Air Taxi's premises at Mehrabad Airport.

6. On Tuesday April 28 1971 at 7am a Air Taxi Aero Commander Aircraft was scheduled to fly the team to Isfahan accompanied by myself. Arrangements were made for a private car and hotel reservations at the Shah Abbas Hotel for overnight stay of the team. Immediately on arrival I took the team to the IIAA Base Major Emadi (Commander of the Base) and Major Farrokheeresht (Maintenance) who are close friends, gave us a warm reception and took the team on a tour of the base including the spare parts store, warehouses, hangars etc. (IIAA aircraft are being maintained by Air Taxi Co.). In the meantime, we visited Lt. Col Don A. Butler, U.S. Maag Rep at the IIAA and Mr. Martin O'Leary, Avco Lycoming Tech Rep of IIAA at Isfahan. The BHC team discussed all problems of mutual interest. Major Emadi expressed his appreciation at the Bell Team's visit to the base and he put himself at the disposal of the team for any other assistance, he even permitted the team to fly over the base and take photographs of the base and environment in order to have full information about Bell's knowledge.
7. On Wednesday April 21 1971 after 36 hours of stay in Isfahan on a very useful fact-finding and familiarization tour as well as matters pertaining to Agusta's activity and position down there, the team returned to Teheran with the same aircraft.





April 28, 1971 -  
 P1:FMG:pb-3127

AIDE MEMOIRE

SUBJECT: IRAN COBRAS  
 REFERENCE: TELECON - Horsley (Iran)to Sylvester (Fort Worth)

Chris Horsley called to advise on the following points relevant to the Iranian Cobra program:

- 1) Lt. Gen. H. Toufanian - C.G. of the Iranian Military Industrial Organization - who reports in that capacity directly to the Shah and is responsible for all military procurement - and Gen. Minbashian - Commander in Chief, Iranian Ground Forces - have met with the Shah and have come out strongly in favor of Cobra.

His Majesty has asked the MAAG - Maj. Gen. Twitchell-for recommendations as to how they should proceed.

Twitchell - who has less than 60 days to go before retirement - has replied that he is not in a position to either answer the question or make any decision in this matter and is going to refer the matter back to the Pentagon. Just where in the Pentagon is not known at this point in time.

Brig. Gen. O. Patton, Chief of Army Section, has informed Horsley that his group is convinced of the Iranian intent to buy Cobra.

Gen. Khatemi - C in C, Iranian Air Force, has also reported to the Shah as being in favor of Cobra for the Air Cav Mission.

- 2) The special film strip for the Shah which we agreed to prepare on a "time-is-of-the-essence" basis is now urgently needed, and both Gen. Toufanian and Dehesh have said that it would be highly useful to them and advantageous to us if Len Kulik could hand-carry the film to Iran prepared to brief others in the Iranian Forces and that it is probable that the Shah would wish to interview Len directly.
- 3) Ambassador McArthur has also seen the Shah in our behalf and reports a favorable reaction.

*EXHIBIT No. 44*





Page two

F1:FMS:pb-3127

- 4) Corrado arrives Teheran on Friday, April 30. When he has covered the same bases that we did, we can expect to hear from him.
- 5) Gen. Toufanian and Dehesh requested us to leave Horsley in Teheran through the week ending April 30 and have now requested a seven day extension to this to which I acceded.

A handwritten signature in black ink, appearing to be 'F. Sylvester', enclosed within a hand-drawn oval.

Frank M. Sylvester  
Vice President  
International Marketing

J. F. Atkins  
H. W. Weichsel, Jr.  
V. H. Hunt  
W. J. Yates  
R. B. Kenworthy  
L. Kulik  
R. L. Ramsey

Internal Memorandum

May 29 '71

From: Mr. K. Iranzad, Sales Manager.

In the absence of Mr. Zanganeh, who is in Europe, General Khatami, Commander in Chief, IIAF, instructed me to enquire from Bell Helicopter Co. the price and delivery time of two helicopters, Model UH-1N, for Search/Rescue operations. He indicated that despite the fact that he has received proposals from other manufacturers, he personally prefers to have the U.S. made Bell Helicopter in his fleet. I sent a cable on May 29 in this respect to which I received an upfavourable reply as indicated in Bell Helicopter's cable dated 2.6.71 stating that BHC is unable to quote availability or delivery of UH-1N helicopters (civilian version of Model 212) due to the fact that Agusta has got the exclusive licence of same for Iran. I immediately passed this information to General Khatami. He indicated that until the time when the requirements of all the other Armed Forces are known and the total order is placed through FMS to BHC, this matter be left in abeyance, and the result was phoned to Fort Worth and verbally conveyed to BHC's representative in Tehran.



EXHIBIT No. 45

Internal Memorandum  
July 6 1971

From: K. Iranzad, Sales Manager.

Prior to the arrival of General Hamilton H. Howze, the arrangements for his meetings with the high ranking Iranian and U.S. authorities in Iran were coordinated and prepared in detail with Mr. Horsley and Mr. Gallagher;

Hotel reservations, private car with driver etc.

were made available before his arrival.

The following is a summary of the meetings and activities made during his stay in Iran from June 30 to July 5.

1. I met General Howze at Mehrabad Airport on his arrival on Wednesday June 30.
2. On Thursday July 1, 1971, which is a normal holiday for the Armed Forces, Mr. Horsley, Mr. Gallagher accompanied the General to meet the U.S. authorities namely U.S. Ambassador, General Twitchell and General Jablonsky.
3. According to Mr. Zanganeh's instructions, on Friday July 2 an Aero Commander aircraft was put at General Howze's disposal to fly him to the Caspian resort beaches accompanied by Mr. Horsley, Mr. Gallagher and myself, mainly for sightseeing and familiarization with the different Iranian environments. We spent the whole day in the Northern provinces and returned to Teheran with the same aircraft.
4. On Saturday, July 3, as previously arranged, General Howze met General Minbashian, Commander in Chief, IIGF. Lengthy discussions took place during which the Huey Cobra presentation was made to him. Prior to this meeting, Mr. Zanganeh (who is a close friend of General Minbashian) had briefed him regarding the future of Huey Cobra helicopters in Iran as well as the keen interest shown by His Imperial Majesty and General Khatami. Later on, General Howze was guided to the Amphitheatre of the 'Command & Staff College' where he made his speech in the presence of General Minbashian and other high ranking officials of the Iranian Armed Forces. His speech was focused mainly on 'Air Mobile Concept & Helicopter Combat Tactics'. Subsequently, the Huey Cobra film was shown which displayed the capabilities of the Huey Cobra which impressed everyone. General Minbashian was very pleased and said - "I see a great future for the Huey Cobra in Iran".
5. On Sunday July 4, with special permission of General Toufanian, which Mr. Zanganeh obtained, General Howze accompanied by Mr. Horsley and Mr. Gallagher, visited the Iran Helicopter Industries factory located at Mehrabad Airport near the Air Taxi facilities. Eng. Toufanian (brother of General Toufanian), Chief of I.H.I., received the General and accompanying members of BHC and gave them a tour of the IHI facilities. General Howze was much surprised to see such an investment lying idle and commented 'I hope that one day Bell Helicopter Co. can use these facilities for the benefit of the Iranian Government'. As soon as the tour and this interesting meeting was over, the BHC team returned

*EXHIBIT NO. 46*

to Air Taxi Co. for a quick lunch.

6. As previously scheduled, Mr. Zanganeh piloted an Aero Commander aircraft and flew the team from Mehrabad Airport to meet General Khatami, Commander in Chief IIAF at Doshan Tappeh Airport. Unfortunately, I was not present at this meeting, not being able to accompany the team. Later on I heard from Mr. Zanganeh that General Khatami spent more time than scheduled and gave General Howze very useful guidance and advice which, undoubtedly, will be most vital for the future programmes of Bell Helicopter Co. in Iran. General Khatami referred to his viewing of the Huey Cobra film and commented that it is certainly a well-equipped and fast helicopter with many diversified capabilities, and definitely this helicopter will be recommended by him to be utilised in the Armed Forces. After this interesting meeting was over General Howze and the Bell Helicopter Team returned to Air Taxi Co. with the same aircraft piloted by Mr. Zanganeh.

Altogether, General Howze's trip to Iran was most successful particularly in respect of eye witnessing Agusta's poor support towards its commitments. It was also quite worthwhile for him to meet the Commanders of the Iranian Armed Forces and he, himself, was most impressed.

General Howze departed on Monday July 5.





BELL HELICOPTER  
A DIVISION OF TEXTRON ATLANTIC BELGIUM

479, AVENUE LOUISE  
1050 BRUSSELS

TELEPHONE 49.99.01 - 49.99.02

R.C.B. 231  
TELEX 24.588

94  
18.3.72

*Khahl*

RE M I N D E R

We have not received your monthly activity report for the month(s) of

*Jan - February*

Please airmail as soon as possible.

Many thanks.

Yours sincerely,

*Cris*

C.P.B. Horsley  
Sales Manager  
Europe - North Africa - Middle East

*EXHIBIT No. 47*

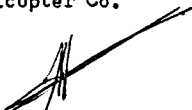
## Internal Memorandum

March 19 1972

From: A.H. Zanganeh, Managing Director.

The Iranian Calendar Year is about to end. I had several very important meetings with General Khatami and General Toufanian upon their return from abroad. My intention is to bring myself up to date regarding the overall situation existing these days. Agusta has no important representatives in Teheran. I learned that Victor Emanuel and Corado Agusta had an audience with His Imperial Majesty in St. Moritz and once again they begged him for a further chance. Presently the circumstances are in favour of Bell Helicopter Co. At a meeting with General Toufanian and Mr. Dehesh I learned that they were very impressed and pleased with their trip to the United States particularly with their visit to Fort Worth. Moreover, they said that now that the ground has been broken in favour of Bell Helicopter Co., most probably the number of helicopters required will considerably increase. The required models will also be determined shortly.

In this respect we communicated a message to Bell Helicopter Co.



Internal Memorandum ✓

Aug. 25 1972

From: K. Iranzad, Sales Manager.

The Bell Helicopter's Models 212 belonging to the Imperial Flight Hangar were in critical condition due to poor maintenance and support of Agusta. As a result of private arrangements made by Air Taxi and Col. Shafaatpour, Chief of the Imperial Flight Hangar, Bell Helicopter's technical staff inspected these helicopters. The amount of spare parts required were ordered by Bell Helicopter, free of charge, under AOG order and were installed in these helicopters and after several test flights, the helicopters were in perfect flying condition and were delivered to the Imperial Flight Hangar.

We reported this valuable complimentary service of Bell Helicopter Co. to General Khatami, C in C, IIAF, to be notified to His Imperial Majesty. Later on we learned that His Imperial Majesty was very pleased and expressed his appreciation.



EXHIBIT No. 48

Internal Memorandum

Aug. 26, 1972.

From: K. Iranzad, Sales Manager.

In order to have an introductory demonstration of the two helicopters to appear more attractive to His Imperial Majesty and other Iranian high-ranking officials, a meeting was immediately held with the different authorities and, particularly, General Khosrowdad, Commander of the IIAA, who even accepted to fly in the demonstration. The demonstration took place at the Karaj Dam site during the yearly ceremony of the Iranian Commando operations in the presence of His Imperial Majesty. General Khosrowdad personally piloted the AH-1J (Huey Cobra) and successfully conducted a flight in combat operation and displayed all the capabilities of this helicopter. His Imperial Majesty and General Khatami and all the dignitaries attending this demonstration were much impressed.

The in-country demonstration started according to schedule. One F-27 aircraft of the IIAF fleet carried the entire demonstration team and 'CREC' Committee to all the demonstration sites. For the transportation of BHC's management, we assigned an Aero Commander aircraft to be used for regular inspection of the sites. The demonstration and test flights of these two helicopters were successfully accomplished. It was indeed the teamwork and fortunately everyone did their part to make this important event a success.



EXHIBIT No. 49



Internal Memorandum

Aug. 28 1972

From: K. Iranzad, Sales Manager.

His Imperial Majesty expressed his desire to personally fly these two helicopters. At 1400 hours he arrived at the Imperial Flight Hangar in his private 212 Bell Helicopter. He flew both models around Teheran and over the large Stadium where he made several landings and take-offs.

The following day General Khatami, at his request, flew both helicopters and was also most excited with the performance of these aircraft. After his flights he commented -

"I hope to change my entire existing fleet to these new models"

The General's attitude was a great help in the successful sale of these helicopters, since we learned of his strong recommendations to His Imperial Majesty.



EXHIBIT No. 50

FORT WORTH 758229 TEXAS USA PSE

MOM  
VIA RCA 1145 GMT DFDF@  
BELL HCPTR FTW

(- 1/2 (dup))

2575 A TAXI TN

16.20

BELL HELICOPTER CO. FTW 758229

SEPT 20/72  
REF 370772

EXHIBIT No. 51

ATTN MR FRANK SYLVESTER

REFERENCE OUR SHORT MEETING BEFORE YOUR DEPARTURE, I WOULD LIKE TO REPORT THE FOLLOWING RECENT IMPORTANT EVENTS:

- AA AS A RESULT OF REGULAR MEETINGS WITH TROUT THEY ALL EAGERLY AWAIT FMS OFFER WITH INDICATIONS THAT IT MAY STILL GO DIRECT IF PRICING AND DELIVERIES OF FMS ARE UNFAVOURABLE VERSUS YOUR OFFER. THE THREAT OF SIK 'BLACK HAWK' STILL REMAINS AS THEY LOOK FOR GUNSHIP MOST COMPATIBLE WITH 214A THOUGH NO EXACT DATE EXISTS FOR DEMO. WE ARE MAKING EVERY EFFORT TO REDUCE THIS THREAT AND MR H HAS BEEN GIVING US EVERY ASSISTANCE.
- BB ACCORDING TO NO 1, TROUT AND SKATE, THE DOOR IS STILL OPEN FOR BELL TO SECURE TRAINING PROGRAM AND EVEN LOGISTIC SUPPORT DIRECT.
- CC GROOPER IS IN TOWN BUT BELIEVE HIS ACTIVITIES DO NOT INTERFERE AND/OR CONFLICT WITH YOUR PROGRAM.
- DD PRATT AND WHITNEY ENGINE CONTRACT HAS BEEN REJECTED AS THE ENGINES WILL BE PROCURED THROUGH EITHER FMS OR BELL.
- EE WE HAVE MAINTAINED DAILY CONTACT WITH IIAF AND FINAL SHIPMENT OF DEMO PARTS WILL NOW BE SHIPPED IN TWO EQUAL SHIPMENTS LEAVING TRN BY C130S NEXT SATURDAY AND SUNDAY IE 23 AND 24 SEPTEMBER RESPECTIVELY.
- FF WE HAVE MADE ARRANGEMENTS TO PAY COST OF FUEL CONSUMED DURING DEMOS.

BEST REGARDS ZANGANEH

2575 A TAXI TN

⊕  
BELL HCPTR FTW

2575 A TAXI TN

|         |                 |
|---------|-----------------|
| Mr. H.  | Horsley         |
| No. 1   | Gen. Khattami   |
| TROUT   | Dehesh          |
| SKATE   | Gen. Khorroddad |
| GROOPER | Agusta          |

dl  
20.9.72

Internal Memorandum

April 18 1972

From: K. Iranzad, Sales Manager.

To-day is one of the most remarkable days in the history of Air Taxi Co. in that we reaped the harvest of several years of efforts. We received the Letter of Intent ref. 2/1401-01-71-7 dated April 18, 1972, addressed to Bell Helicopter Co. signed by General Toufanian indicating the firm intent of the Imperial Government of Iran to acquire the AH-1j and 214 helicopters. Subject to satisfactory performance and demonstration. In order to prevent loss of this letter in the mail we requested Mr. Gallagher, BHC's representative to hand-carry it to Fort Worth. In the same Letter of Intent they undertake to provide two C-130 aircraft to airlift the helicopters to Iran and back to Fort Worth for the purpose of demonstration. Immediately, after receipt of this letter Mr. Zanganeh approached General Khatami who personally instructed General Azarbarzin, DCS/Ops, IIAF, to arrange the departure of two C-130 aircraft for this purpose. General Khatami's orders explicitly indicated that in the event of the unavailability of C-130s in Iran for this specific purpose, any other C-130 aircraft already assigned for another mission would be diverted to fly to Fort Worth and accomplish this important mission.



EXHIBIT No. 52

## Internal Memorandum

May 12 1972

Mr. A.H. Zanganeh, Managing Director.

As soon as I received the letter dated May 4, 1972, signed by Mr. F.M. Sylvester addressed to me enclosing photocopies of the letter addressed to General Toufanian dtd May 4 (copy to Mr. Dehesh and myself), I immediately had their letters forwarded by Mr. Iranzad. This letter was Bell Helicopter's response to General Toufanian's Letter of Intent. It also dealt with preliminary preparations for the forthcoming demonstration of Bell's helicopters Models AH-1J and 214. At my weekly meeting with General Khatami I brought this subject to his attention. Needless to say the heavy burden of this demonstration will rest on the shoulders of the IIAF such as the demonstration sites, fuel, airports, ground support, live firing sites etc. Moreover, the IIAF should make available one F-27 aircraft for the transportation of the demonstration team consisting of twenty-four persons representing several companies i.e. Bell Helicopter Co., UCAL, Bendix, General Electric, Avco Lycoming etc. Obviously the successful performance of the demonstration actually depends on the cooperation and coordination of the IIAF. In the meantime, I instructed Mr. Iranzad to ensure that the entire staff of Air Taxi Co. is put at the disposal of BHC's demonstration team and also make available any other facilities i.e. cars, mini buses with English speaking drivers, secretary, office space etc. round the clock.

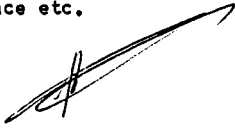


EXHIBIT No 53

2575 A TAXI TN  
RCANY 129 0758  
BELLHCPT BRU B#  
2575 A TAXI TN

FEB 7, 1972 TWX 1009

TO MR. ZANGANEH  
CC MR. IRANZAD

AA PLEASE ADVISE IF ALICE HAS AS YET FORWARDED LETTER TO FORT WORTH AS WE DISCUSSED. IF SO, PERHAPS YOU COULD SECURE COPY AND PHONE ME RE DETAILS.

K

BB GEN K. I UNDERSTAND RETURNS TEHERAN THIS WEEK. FEEL IT VERY IMPORTANT HIS VIEWPOINTS ESPECIALLY IN RELATION TO HIS RECENT VISIT TO ST. MORITZ EN ROUTE HOME BE ASCERTAINED. PLEASE ADVISE SOONEST.

CC REMAIN FULLY PREPARED TO REVISIT TEHERAN IF YOU OCCUR NECESSARY.

BEST REGARDS  
HORSLEYKT

BOBOHCPT BRU B#  
2575 A TAXI TNPLS WAIT FOR MY TELEX

*Handwritten initials*  
5-2-72

EXHIBIT No 54

Internal MemorandumOct. 2 1971

From: K. Iranzad, Sales Manager.

WIFE,  
SISTER  
B. SHAH

Mr. Tony Bearden, Bell Helicopter Company's cameraman, arrived in Teheran and informed us of his mission. We immediately contacted Dr. Khatibi, Managing Director of the Iranian Red Lion & Sun Organization, and Deputy Chief of Parliament, who is a close friend of Mr. Zanganeh. He gladly permitted us to use the Red Lion & Sun Organization's 205 helicopter for the entire mission of Tony Bearden whilst in Teheran. Mr. Zanganeh also instructed our Chief Pilot, Captain M. Hadji Moniri to have an Aero Commander aircraft available to chase the 205 helicopter for shooting films while flying on a rescue mission. In the meantime, other required facilities such as private car with driver, interpreter, ambulance, site of mock-up injured person were laid on. Mr. Zanganeh also arranged for Mr. Tony Bearden to visit H.R.H. Princess Fatemeh (Sister of His Imperial Majesty and wife of General Khatami, Commander in Chief, IIAF), to shoot very interesting films while H.R.H. Princess Fatemeh, piloted the helicopter. Mr. Bearden was most impressed about this part of his mission.



EXHIBIT No. 55



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A Textron COMPANY

9 May 1973  
LM:MDM:jc-268

**Subject:** Contracts DAAJ01-73-C-0248 and DAAJ01-73-C-0300,  
Definitization Thereof

**To:** Department of the Army  
U. S. Army Aviation Systems Command  
P. O. Box 209  
St. Louis, Missouri 63166

**Attention:** Contracting Officer  
AMSAV-PPPUU/J. R. Kurtz  
AMSAV-PPPUA/E. Hansell

**Enclosures:** (1) Contingent Fee Statement, Standard Form 119  
(2) BHC Foreign Sales Representative Agreement  
with Air Taxi Company dated 27 August 1959  
(3) BHC Manufacturer's Foreign Representative  
Agreement with Air Taxi Company dated 1 April  
1968  
(4) BHC Manufacturer's Foreign Representative  
Agreement with Air Taxi Company dated 15 June  
1970  
✓ (5) Amendment No. 1 to Enclosure 4  
✓ (6) Amendment No. 2 to Enclosure 4

1. In accordance with the requirements of our contract, and as contemplated by our proposals for the definitization of the subject contracts, submitted herewith as enclosure (1) is a completed standard Form 119 entitled "Contractor's Statement of Contingent or Other Fees". Also attached as enclosures (2) through (6) are the various agreements Bell has entered into with our representative, Air Taxi Company.

→ 2. Air Taxi has been a very responsive and responsible Foreign Representative for us and has significantly contributed to the successful sales efforts for our U. S. manufactured products in Iran. However, due to the magnitude of the program which has resulted, we are conducting further negotiations with Air Taxi with the intent of reducing the total commission which they will receive. These negotiations have not been concluded and it is not possible to accurately predict their outcome.

EXHIBIT No. 56



BELL HELICOPTER COMPANY

Page Two.

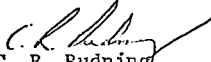
9 May 1973  
1M:MDM:jc-268

3. We recognize that this matter should be resolved for the purposes of the definitizing of the subject contracts, therefore, the forthcoming amendments to our definitive proposals will contain a commission of \$1000 per helicopter and a proposed clause limiting the commission to that amount and providing for reduction to a lesser sum per helicopter if we do so negotiate subsequently with Air Taxi.

4. We consider the commission agreement between Bell and Air Taxi to be confidential information. We, therefore, request that this matter be handled in a confidential nature and that the enclosures to this letter not be reproduced.

5. A file of significant correspondence between Bell and Air Taxi relating to this program is available for review by the Contracting Officer or his representative.

BELL HELICOPTER COMPANY



C. R. Rudning  
Vice President  
Program Management



Certificate of Acknowledgment of Execution of an Instrument

|   |
|---|
| EMPIRE OF IRAN<br><small>(Country)</small>  |
| DISTRICT AND CITY OF TEHRAN   |
| EMBASSY OF THE UNITED STATES<br><small>(County and/or other political division)</small> |
| OF AMERICA<br><small>(County and/or other political division)</small>                   |
| <small>(Name of foreign service office)</small>   |

as:

I, George P. Fourier Vice Consul

of the United States of America at Tehran Iran

duly commissioned and qualified, do hereby certify that on this 21

day of May, 1973 (Date), before me personally appeared

Mr. A.H. Zanganeh & Mr. A. Chafik

Mr. F. Eshoo

whom I am personally known, and known to me to be the individual described in, whose names are subscribed to, and who executed the annexed instrument, and being informed by me of the contents of said instrument. They duly acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

EXHIBIT No. 57

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

George P. Fourier  
George P. Fourier

Vice Consul of the United States of America.

Note: Wherever practicable all signatures to a document should be included in one certificate.

O - 5521

Compensations and to make any decision concerning this

Z

A.C.

1 of 2...

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date.....

No.....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ.....

شماره.....

RESOLUTION OF THE BOARD OF DIRECTORS

A meeting of the Board of Directors of Air Taxi Company, a Private Joint Stock Company, registered and formed in Iran on April 19, 1958, under number 4665 of the Company Registrar's Office (The Company) was held on January 6th, 1973, at the main office of the Company and a valid quorum being present, the following decisions were unanimously adopted:

1. Mr. A. H. Zanganeh (Mr. Zanganeh) a national of the Kingdom of Iran, resident of Tehran, Elahiyeh, No. 65 Khosrovani St., was appointed as the lawful attorney of the Company with full powers of delegation and substitution, and with the broadest powers to take any action in the name of and on behalf of the Company required or deemed advisable to protect and safeguard the interests of the Company.
2. The said Mr. Zanganeh shall have the power to represent the Company in all matters related to any past, present or future relationships or agreements with Bell Helicopter Company, Fort Worth, Texas, U.S.A. and for this purpose said Mr. Zanganeh shall have complete powers to negotiate, amend, modify or cancel the present Manufacturer's Foreign Representative Agreement and/or any amendments thereto and to collect any sums due to the Company and/or to settle any issue of Commissions and Compensations and to make any decision concerning the

1 of 2...

## AIR TAXI CO.

Mehrudad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date.....

No.....

Yr. Ref. ....



## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷

تکس ۲۵۷۵

تلفران: تهران ارتاکسی

تاریخ.....

شماره.....


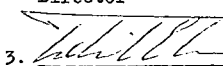
Page 2 of 2

method/mode of any payments, transfer of funds, etc.

3. The said Mr. Zanganeh shall further have the power to enter into and sign on behalf of the Company any agreements with the said Bell Helicopter Company concerning any matter he may deem advisable.

IN WITNESS WHEREOF the Air Taxi Company has caused its corporate name to be subscribed hereto by its members of the Board of Directors, and shareholders of 100% of its shares, and its corporate seal has been affixed thereon.

Signed by:

1. A. H. ZANGANEH  
Chairman2. A. CHAFIX  
Director3. F. ESHOO  
Director

CORPORATE SEAL

|                              |   |
|------------------------------|---|
| Name                         | AIR TAXI COMPANY  |
| Address                      | Mehrabad Airport, Teheran / Iran  |
| Cables                       | AIRTAXI Teheran / Iran  |
| Telephone                    | 661967, 668992, 40257   |
| Telex                        | Teheran 2575 (Answer back 2575 A TAXI TN)   |
| Established                  | May 5 1958  |
| Capital                      | Rials 50,000,000  |
| Chairman & Managing Director | A.H. Zanganeh   |
| Director                     | A. Chafik   |
| Equipment                    | Self-supporting force for maintenance and operation of existing fleet of 40 aircraft.   |
| Number of employees          | Approximately 300   |
| Number of Pilots             | 26  |
| Branches                     | Abadan Airport, Abadan, South Iran<br>Gonbad, North Iran  |
| Activities                   | Non-scheduled passenger & cargo charters in Iran and neighbouring countries<br>Photographic Survey & Agricultural Operations<br>Light aircraft maintenance services<br>Air Taxi Co. also has Contracts with the different important Government Organizations mainly for maintenance and operation of aircraft belonging to - His Imperial Majesty, The Royal Family, The Prime Ministry and other high ranking Iranian Officials. |
| Distributors in Iran         | 1. Bell Helicopter Co.<br>2. Avco Lycoming<br>3. Aero Commander<br>4. King Radio<br>5. Sunair Electronics Inc.  |
| Operational Cost             | Equivalent of U.S. \$2,200,000 per annum (excluding imported parts, components etc.)  |
| Bankers                      | Local Banks -<br>Bank Etebarat Iran, Teheran.<br>Bank Saderat Iran, Teheran.<br><br>Foreign Banks -<br>Union Bank of Switzerland, Zurich.<br>First National Bank & Trust Co. Oklahoma City.   |

EXHIBIT No. 58

۱۹

**AIR TAXI**

MEHRABAD

**INTERNAL MEMO**

یادداشت داخلی

ارتاکسی

مهرآباد

Date April 19 1968.

تاریخ .....

From A.H. Zanganeh, Managing Director.

کوبنده

To

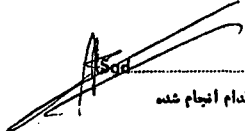
گیرنده

Request

مورد درخواست

Meetings were held with Prince Shahriar Chafik (nephew of His Imperial Majesty) and son of Mr. A. Chafik (Partner of Air Taxi Co.), and Commander Ardalán regarding the Imperial Iranian Navy's requirements for any kind of logistic support by Air Taxi Co. - evidently the IIN is studying the purchase of six helicopters with flotation kits. Among the bidders are Kaman and Westland. We offered them Bell's model Huey 205 - they requested us to submit a comparison chart to them.

امضاء  
Action Taken

  
.....  
اقدام انجام شده

امضاء

Sgd.....

A - 224

EXHIBIT NO. 59

*Ridus #3 & 4  
Sent 2-14-62*

**BELL** *Helicopter* CORPORATION



Manufacturer — Foreign Sales  
Representative Agreement

*EXHIBIT No. 60*

XERO COPY

XERO COPY

XERO COPY

XERO COPY

# BELL *Helicopter* CORPORATION

OFFICE AND FACTORY  
FORT WORTH, TEXAS

POST OFFICE BOX 482

FORT WORTH 1, TEXAS

## MANUFACTURER - FOREIGN SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of August, 1959, by and between BELL HELICOPTER CORPORATION, a Delaware Corporation, (hereinafter called the "Manufacturer"), of P. O. Box 482, Fort Worth, Texas and Air Taxi Company, made by 500 Ferdowsi Ave. of Tehran, Iran

(hereinafter called the "Sales Representative"), wherein it is mutually agreed as follows:

1. The Manufacturer hereby appoints the Sales Representative as a Sales Representative for articles specified in paragraph 2 for it in IRAN upon the following terms and conditions:

2. The Sales Representative shall use his best efforts to further the sale of BELL HELICOPTERS and helicopter accessories and parts (hereinafter sometimes referred to as "Manufacturer's products"), made by Manufacturer for sale through Sales Representatives.

3. All such sales shall be made in accordance with the terms and conditions of BELL'S Standard Export Purchase Agreement at Manufacturer's export list prices then in effect, and shall be subject to acceptance by the Manufacturer.

4. To enable Manufacturer to appraise the sales efforts of the Sales Representative, the Sales Representative shall notify the Manufacturer promptly in writing as to the name and address of each prospective customer contacted by him, and shall make written reports not less than once a month setting forth in detail the sales efforts made with respect to each prospect and the status of such efforts, the probable number of helicopters involved, and the approximate timing as to when an order might be expected.

5. The Sales Representative shall be compensated on purchases made during the term of this agreement on the following basis:

(a) On purchases by the Sales Representative from the Manufacturer, the Sales Representative shall be allowed a discount of 10% from the export list price f.a.f. of complete standard helicopters and a discount of 15% from the export list price of accessories and parts.

(b) On purchases by customers in the territory above referred to, who purchase as the result of the efforts of the Sales Representative as shown by the reports received by the Manufacturer from the Sales Representative prior to the purchase, the Manufacturer will pay the Sales Representative a commission of 10% on the sale price f.a.f. of complete standard helicopters and a commission of 15% on the sale price of helicopter accessories and parts; such commission to become due and payable upon full payment and delivery of the articles purchased. Subsequent purchases of Manufacturer's helicopters by a purchaser shall entitle the Sales Representative to the above stated commission only when the Manufacturer, in its sole discretion, is satisfied that such subsequent purchase is the result of further sales efforts as set forth above. Subsequent purchases of accessories and parts by a purchaser shall not entitle the Sales Representative to any commission unless the order is placed through the Sales Representative and not direct with the factory.

6. (a) The Manufacturer may from time to time without notice make such changes in its export list prices as it may find desirable.

(b) The Manufacturer reserves the right to discontinue the manufacture or to make changes in design, specifications, equipment or method of construction of its products or any part thereof, without incurring any obligation to install same on helicopters previously sold by it, and no such change shall constitute grounds for refusal to accept delivery by the Sales Representative nor constitute a variation from his order as placed.

(c) This agreement shall not restrict the right of the Manufacturer to negotiate for and make sales of its products within the above-mentioned territory, and the Manufacturer shall have the right to exclude particular prospective customers from this agreement upon notice to the Sales Representatives.

(d) In order to avoid the use, in connection with Manufacturer's products, of parts and accessories which may interfere with the operation, safety or appearance thereof, and in order to maintain the standard of excellence set by the Manufacturer for its products, the Sales Representative hereby agrees, to the extent only that it may be lawful for the parties hereto to contract, to use only parts manufactured or approved by the Manufacturer, in making repairs or doing other service work on Manufacturer's products, and further agrees to the extent only that it may be lawful for the parties hereto to contract, that he will not purchase for resale for Manufacturer's products any part or accessory which has not the written approval of the Manufacturer.

(e) The Sales Representative agrees that he will not purchase, sell, maintain, operate or repair helicopters, accessories or parts other than those manufactured by Manufacturer without its written permission.

(f) Neither the Representative nor any of his officers, agents, salesmen, or employees shall have the right or authority for or on behalf of the Manufacturer to make any proposals, promises, warranties, guarantees, or representations with respect to the Manufacturer's products. Nor shall they, or any of them, have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the Manufacturer, or to enter into contracts in the name of the Manufacturer, or to make any promise or representation with respect to any matter in the name or on behalf of the Manufacturer, or to bind the Manufacturer in any respect whatsoever.

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(g) The Sales Representative shall not transfer or assign in any manner whatsoever this agreement or any part of it, nor any of the rights or benefits accruing under it without the written consent of the Manufacturer.

(h) The Sales Representative agrees that the decision of the Manufacturer as to any claim, dispute or controversy between himself and any other Sales Representative of Manufacturer or as to the Sales Representative's right to discounts or commissions shall be conclusive and binding.

(i) This agreement is made and executed at Fort Worth, Texas, and is to be governed by and construed according to the laws of the State of Texas, provided, however, that any provisions herein which may in any wise contravene the laws of any country, state or jurisdiction, shall not be a part of this agreement, if executed by any Sales Representative who is to deal in the products of the Manufacturer in any such country, state or jurisdiction.

(j) The Sales Representative agrees not to use the Manufacturer's registered trade-marks or names, or anything closely resembling same, as part of the corporate or business name of the Sales Representative in any manner which the Manufacturer considers misleading, detrimental or objectionable.

(k) Upon termination of this agreement, the Sales Representative shall discontinue the use of all signs, placards and stationery likely to lead to misunderstanding or uncertainty on the part of potential purchasers of Manufacturer's products.

(l) The Sales Representative acknowledges the validity of Manufacturer's patents, copyrights and trade-marks and agrees not to infringe or assist others in the infringement of such rights and agrees to cooperate fully with Manufacturer in the protection thereof. The Sales Representative further agrees to disclose to Manufacturer any inventions or improvements for use on or in connection with its products which may be made by the Sales Representative, his employees, or representatives and hereby gives Manufacturer the option to purchase for a reasonable sum, rights to any such inventions or improvements within six months from the date Manufacturer receives such disclosure thereof.

7. This agreement shall become effective on the date thereof and shall continue for a period of one year from said date except when terminated by either:

(a) Written notice of termination delivered personally or mailed to the other party, by registered or ordinary mail, to be effective sixty (60) days after the date of personal delivery or mailing of such notice, except in instances in which the notice specifies an effective date, in which event termination shall be effected on such specified date or on the date of expiration of the sixty (60) day period following the date of personal delivery or mailing of such notice, whichever is later, or

(b) After expiration of this agreement or after notice of termination under subdivision (a) of this paragraph, the Sales Representative shall continue his rights and duties as Sales Representative to the extent only of purchase agreements of the Sales Representative and of customers who purchase as a result of the efforts of such Sales Representative accepted by the Manufacturer and supported by satisfactory irrevocable letters of credit for the full purchase price received by the Manufacturer in the United States prior to the expiration date of the agreement or of such notice of termination. The Manufacturer shall, at its option, have the right to cancel any and all orders for products placed by the Sales Representative or customers procured by the Sales Representative and not delivered by the Manufacturer prior to the expiration of the agreement or of such notice except as above provided and except orders covering products the resale of which has been contracted for by the Sales Representative. Nothing contained in this agreement shall be deemed to prevent the Manufacturer, after the service of such notice and before the expiration thereof, from negotiating and contracting for the appointment of a new Sales Representative for the same territory or a part thereof, such appointment to become effective not earlier than such expiration date. Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination whether such damages may arise from manufacture of helicopters or parts, failure to fill orders hereunder, or from the loss of present or prospective profits on sales or expenses incurred in connection therewith, or expenses or investments made or incurred in connection with the establishment, development or maintenance of the Sales Representative's business, or from any other cause, claim or consideration whatsoever. In the event of such termination or the expiration of this agreement, the Manufacturer shall for thirty (30) days thereafter have the first right or option to purchase any and all Bell helicopters and parts which the Sales Representative may own or have an interest in on the date of such termination or expiration at the Manufacturer's invoice price at the time of purchase (net of discounts, allowance or adjustments) to the Sales Representative, plus freight.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

AIR TAXI COMPANY SALES REPRESENTATIVE BELL HELICOPTER CORPORATION  
BY [Signature] BY [Signature]  
(TITLE) (TITLE)  
(WITNESS) (WITNESS)



BELL *Helicopter* CORPORATION

Fort Worth 1, Texas

RIDER NUMBER CNE to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER CORPORATION and Air Taxi Company, Tehran, Iran, the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement, and the parties agree that all discounts allowable to the Manufacturer-Foreign Sales Representative by the Manufacturer under the terms of such agreement shall be the fixed sum of Six Thousand (\$6,000.00) Dollars per helicopter when such helicopter is of the Model 47J configuration, and sold pursuant to the Bell price change notice effective September 1, 1957.

This Rider is effective the 27th day of August, 1959.

AIR TAXI COMPANYBELL HELICOPTER CORPORATIONBy *Fredrick Eshoo*

Fredrick Eshoo

Title Member Board of DirectionBy *E. J. Dugger*

E. J. Dugger

Title Vice President

Witness \_\_\_\_\_

Witness *H. N. Parker*XERO  
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## BELL HELICOPTER COMPANY

RIDER NUMBER TWO to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran

dated the 27th day of August, 1959

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement and the parties agree as follows:

1. Since Bell Helicopter Corporation has assigned and sold all its business including its rights in the aforesaid Sales Representative Agreement to Bell Helicopter Company, Division of Bell Aerospace Corporation, wherein the agreement now reads Bell Helicopter Corporation or "Manufacturer," it shall hereafter be deemed to mean Bell Helicopter Company.
2. The Sales Representative Agreement shall be continued for an additional period terminating December 31, 1961.
3. All other terms and conditions of said agreement shall remain in full force and effect.

This Rider is effective the 4th day of November, 1960.

AIR TAXI COMPANY

By *Frederick Esboo*

Title Asst. Officer

Witness \_\_\_\_\_

BELL HELICOPTER COMPANY  
Division of  
Bell Aerospace Corporation

By *J. Farthing*

Title \_\_\_\_\_

Witness \_\_\_\_\_

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RIDER NUMBER THREE to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, a Division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran  
 \_\_\_\_\_ the 27th day of August, 19 59.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement, and the parties agree that all discounts allowable to the Manufacturer-Foreign Sales Representative by the Manufacturer under the terms of such agreement shall be the fixed sum of Six Thousand Five Hundred (\$6,500.00) Dollars per helicopter when such helicopter is of the Model 47J configuration, and sold pursuant to the Bell price change notice effective May 1, 1961.

AIR TAXI COMPANY

BELL HELICOPTER COMPANY  
 Division of  
 Bell Aerospace Corporation

By A. H. Thompson  
 Title Managing Director

By Wes Wickard  
 Title Vice President-Contracts

Witness \_\_\_\_\_

Witness \_\_\_\_\_



BELL HELICOPTER COMPANY

Rider Number FOUR to Manufacturer-Foreign Sales Representative  
 Agreement between BELL HELICOPTER COMPANY, a division of Bell Aerospace  
 Corporation, and AIR TAXI COMPANY, Teheran, Iran  
 dated August 27 19 59.

This Rider Agreement is hereby incorporated in the aforesaid Sales  
 Representative Agreement, and the parties agree that the Agreement is  
 to be continued for an additional period of one year, said additional  
 year commencing on January 1 1962. All other terms and  
 conditions of said Agreement shall remain in full effect and validity  
 for this additional term.

This Rider is effective the 1st day of January 1962.

AIR TAXI COMPANY

By A. H. Langnick  
 Title Managing Director

Witness \_\_\_\_\_

BELL HELICOPTER COMPANY  
 a division of  
 Bell Aerospace Corporation

By Wes Widluff  
 Title Vice President-Contracts

Witness \_\_\_\_\_

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RIDER NUMBER        to Manufacturer Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, a Division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Tehran, Iran the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement, and the parties agree that all discounts allowable to the Manufacturer-Foreign Sales Representative by the Manufacturer under the terms of such agreement shall be the fixed sum of Seven Thousand (\$7,000.00) Dollars per helicopter when such helicopter is of the Model 47J configuration, and sold pursuant to the Bell price change notice effective January 1, 1963.

AIR TAXI COMPANY

BELL HELICOPTER COMPANY  
Division of  
Bell Aerospace Corporation

By [Signature]  
Title MANAGING DIRECTOR

By [Signature]  
Title Authorized Representative

Witness [Signature]

Witness [Signature]

RIDER NUMBER SIX to Manufacturer Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, a division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran,  
 \_\_\_\_\_ dated August 27, 19 59.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement, and the parties agree that the Agreement is to be continued for an additional period of one year, said additional year commencing on January 1, 19 63. All other terms and conditions of said Agreement shall remain in full effect and validity for this additional term.

This Rider is effective the 1st day of January 19 63.

AIR TAXI COMPANY  
 \_\_\_\_\_  
 By [Signature]  
 Title MANAGING DIRECTOR

Witness [Signature]

BELL HELICOPTER COMPANY  
 Division of  
 Bell Aerospace Corporation  
 By [Signature]  
 Title Authorized Representative

Witness [Signature]

RIDER NUMBER SEVEN to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, a Division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran  
dated the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement and the parties agree that all commissions allowable to the Sales Representative by the Manufacturer under the terms of such Agreement, when such helicopter is of the Model 204 configuration, and sold pursuant to the then current Bell Model 204 commercial price list, shall be as follows:

- (a) Fifteen thousand dollars (\$15,000) on each complete standard Model 204 helicopter.
- (b) Ten per cent (10%) on each part, component or accessory sold separately and manufactured by Manufacturer.

The above commissions on helicopters shall apply to sales of four (4) or less ships. If the sale is for more than four (4) ships, Manufacturer and Sales Representative agree to negotiate special commissions applicable to such sale.

Sales Representative acknowledges and agrees that Manufacturer has no obligations whatsoever to pay commissions to Sales Representative on any sale which results from:

- (1) An order placed by a foreign government through the United States Government, or
- (2) An order placed by the United States Government for delivery to a foreign government pursuant to the Foreign Assistance Act or other similar United States Government programs.

This Rider Agreement shall be and is effective on and as of the 21st day of June, 1963.

AIR TAXI COMPANY

By [Signature]

Title MANAGING DIRECTOR

(Witness) [Signature]

BELL HELICOPTER COMPANY  
Division of Bell Aerospace Corporation

By [Signature]

Title Authorized Representative

(Witness) [Signature]  
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## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made **1 April**, 19**68**, between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

**Air Taxi Company** of **Mehrabad Airport**  
**Tehran, Iran**

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in **Iran**

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

(a) To use his best efforts —

- (1) To promote the reputation and the sale of the Listed Products in the Territory.
- (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
- (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.

(b) To furnish necessary technical advice and product support to customers including:

- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
- (2) Assist in and/or conduct demonstrations of Listed Products.
- (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
- (4) Serve in a liaison capacity between the customers and Bell.
- (5) Assist the customer in spare parts support for the Listed Products.

*EXHIBIT No. 61*



(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product, and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

##### 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority —

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

##### 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:

(1) Death or incapacity of the Representative.

(2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.

(3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

7. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AIR TAXI COMPANY

BELL HELICOPTER COMPANY

Representative

Division of Bell Aerospace Corporation

By

By

A. H. ZANGANEH  
MANAGING DIRECTOR

EL Janner  
AUTHORIZED REPRESENTATIVE

(Title)

(Title)

Witness

Witness



## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made **June 15, 1970**, between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

**Air Taxi Company** of **Mehrabad Airport**  
**Tehran, Iran**

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in **Iran**

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

(a) To use his best efforts —

- (1) To promote the reputation and the sale of the Listed Products in the Territory.
- (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
- (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.

(b) To furnish necessary technical advice and product support to customers including:

- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
- (2) Assist in and/or conduct demonstrations of Listed Products.
- (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
- (4) Serve in a liaison capacity between the customers and Bell.
- (5) Assist the customer in spare parts support for the Listed Products.

*EXHIBIT No. 62*

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant-in-aid deliveries), and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

### **5. GENERAL AGREEMENTS.**

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority--

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

### **6. TERM AND TERMINATION.**

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:

- (1) Death or incapacity of the Representative.
- (2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.
- (3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.


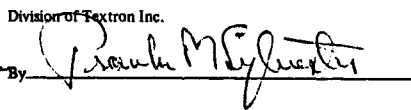

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

**7. SUCCESSION.**

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

|   |   |
|---|---|
| <p style="text-align: center;"><b>AIR TAXI COMPANY</b></p> <hr/> <p>Representative</p> <p>By </p> <p style="text-align: center;">A. H. Zenganeli</p> <p>(Title) <u>Managing Director</u></p> | <p style="text-align: center;"><b>BELL HELICOPTER COMPANY</b></p> <hr/> <p>Division of Textron Inc.</p> <p>By </p> <p>(Title) _____</p> |
| <p></p> <p>Witness <b>K. Iranzad</b></p>   | <p>_____</p> <p>Witness</p>   |

**SCHEDULE A**(To Manufacturer's Foreign Representative Agreement Dated 6-15-70)**LISTED PRODUCTS AND APPLICABLE COMMISSIONS**

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Manufacturer's Foreign Representative Agreement to which this Schedule is attached. The commissions payable to the Representative in accordance with Section 4(a) of such Agreement are set forth below.

**Standard Export Purchase Agreements Covering One (1) to Five (5) Helicopters:**

| <u>Listed Products</u> | <u>Commission on Basic Helicopters</u> |
|------------------------|--|
| 47 Series              | 7.5%                                   |
| 205A                   | 4.0%                                   |
| 206A                   | 7.5%                                   |
| UH-1, OH-13, AH-1G     | To be negotiated                       |

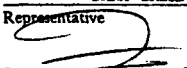
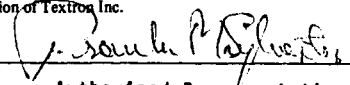
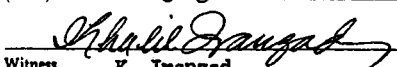
**Standard Export Purchase Agreements Covering More Than Five (5) Helicopters:**

| <u>Listed Products</u>        | <u>Commission</u> |
|-------------------------------|-------------------|
| Same products as listed above | To be Negotiated  |

**Standard Export Purchase Agreements Covering Spare Parts and Accessories:**

| <u>Listed Products</u>   | <u>Commission on Spare Parts and Accessories</u> |
|--|--|
| Spare Parts & Accessories applicable to products listed above  | 10%  |
| Dry and Wet Chemical Applicators, Nozzles and Related Engine and Airframe Parts required for Applicator Installation | 10%  |
| Engines and Engine Parts other than associated with applicator installation and accessories                          | To be negotiated                                 |
| Special Equipment  | To be negotiated                                 |

This Schedule A revision is effective 15 June 1970

|  |   |
|--|---|
| <u>AIR TAXI COMPANY</u><br>Representative<br><br>By _____<br>A. H. Zangeneh<br>(Title) <u>Managing Director</u> | <u>BELL HELICOPTER COMPANY</u><br>Division of Textron Inc.<br><br>By _____<br>(Title) <u>Authorized Representative</u> |
| <br>Witness <u>K. Iranzad</u>   | _____<br>Witness  |





BELL HELICOPTER COMPANY

## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

## AMENDMENT NO. 1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 151 | Model 206A/OH-58A |
| 83  | Model 205A/UH-1   |
| 244 | Model 209/AH-1J   |
| 211 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training or data

*EXHIBIT No. 63*



Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of any or all of the Listed Products.
  
- B. Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
  
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
  
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final



Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

E. This Amendment shall become effective on 1 April 1972 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.

F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY

Division of Textron Inc.

By

C. R. Rudning

(Title) Vice Pres., Program Management

Witness

Dee E. Mitchell

Date

By

A.H. Zaaganeh

(Title) Chairman & Managing Director

Witness

Khaili Iranzad

Date

(ii) BELL HELICOPTER COMPANY

MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO.1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 151 | Model 206A/OH-58A |
| 83  | Model 205A/UH-1   |
| 244 | Model 209/HH-1J   |
| 211 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training, or data

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of any or all of the Listed Products.

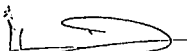
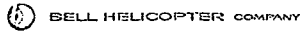


EXHIBIT NO. 63-A




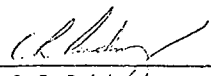
Page No.2

- B. Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.
- E. This Amendment shall become effective on April 1, 1972, and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.
- Agreed to & accepted [Signature]*

Page No.3

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

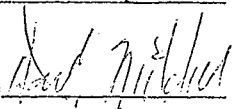
\_\_\_\_\_  
  
By A.H. Zandbergen

\_\_\_\_\_  
BELL HELICOPTER COMPANY  
  
\_\_\_\_\_  
C. R. Rudning

(Title) Managing Director

(Title) Authorized Representative

Witness \_\_\_\_\_  
Khalil Iranzad

Witness   
\_\_\_\_\_

Date April 1 1972.

Date \_\_\_\_\_

## BELL HELICOPTER COMPANY

MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO. 2

This Amendment Number 2 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970, and superseding and replacing Amendment No. 1 to the said agreement which was effective as of April 1, 1972. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 2 shall supersede and replace Amendment No. 1 referred to above, and shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell or the U. S. Government of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products or performance of services, but shall not include the sales price of any Bell product manufactured in Iran,

EXHIBIT No. 64

## BELL HELICOPTER COMPANY

- 2 -

or any services in connection with any contract for the maintenance or overhaul of any Bell product in Iran. The products and services covered by this Amendment (Listed Products and Services) consist of Bell Helicopters:

Model 206A/OH-58A  
Model 205A/UH-1  
Model 209/AH-1J  
Model 214

and related spare parts, accessories,  
equipment, tooling, services, training  
or data

- A. As provided in Paragraph D hereof, Bell will pay to the Representative a commission of 2.5% of the price of any Listed Product or Service sold to the Imperial Iranian Government by Bell under any contract executed between Bell and the Imperial Iranian Government for the sale of any Listed Product or Service.
- B. As provided in Paragraph D hereof, Bell will pay to the Representative a commission of 1% of the price of any Listed Product or Service sold by Bell under any contract Bell receives from the U. S. Government after the date of this agreement and which identifies the said Product or Service



## BELL HELICOPTER COMPANY

- 3 -

as being ordered for the Imperial Iranian Government and resulting from a contract between the U. S. Government and the Imperial Iranian Government.

- C. In no event shall any commission be paid by Bell with respect to any listed Product or Service sold by the U. S. Government to the Imperial Iranian Government from U. S. Government inventory or from deliveries required from Bell under U. S. Government contracts and not identified as being ordered for the Imperial Iranian Government.
- D. The applicable commission under either Paragraph A or Paragraph B shall become payable quarterly to the Representative upon delivery of the Listed Product or Service, and receipt by Bell of payment therefor. In the event Bell obtains progress or advance payments from either the U. S. Government or from the Imperial Iranian Government for the Listed Product or Service contracted for, Bell shall pay quarterly to the Representative as advance commission, 1% or 2.5%, as the case may be, of these

progress or advance payments received.

Upon receipt of final payment from the U. S. Government or the Imperial Iranian Government, as the case may be, the unpaid balance of the commission owing to the Representative shall be paid.

- E. This Amendment shall become effective on April 1, 1972, and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged, provided however that the said basic agreement shall not apply to any Bell product manufactured in Iran or any services in connection with any contract for the overhaul or maintenance of any Bell product in Iran, provided further that the commission, if any, with respect to any such product or service shall be negotiated separately.

BELL HELICOPTER COMPANY

- 5 -

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY  
Division of Tectron, Inc.

By *C. R. Rudning*  
C. R. Rudning

(Title) Vice President,  
Program Management

Witness *Deanna Jones*

Date *1 October 1972*

By *A. H. Zangané*  
A. H. Zangané

(Title) Chairman & Managing  
Director

Witness *[Signature]*

Date *Oct. 14, 1972*

## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

## AMENDMENT NO. 3

This Amendment Number 3 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, a Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of: (1) amending and defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970 by amending paragraph 4 thereof, and (2) superseding, replacing and cancelling Amendments No. 1 and 2 to the said agreement which were effective 1 April 1972 and 14 October 1972, respectively.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment No. 3 shall cancel, supersede and replace Amendments No. 1 and 2 referred to above and, that this Amendment No. 3 is the sole and exclusive agreement between the parties applicable to the sale by Bell and the U. S. Government of Bell products and services to the Imperial Iranian Government. In all other respects, except for the changes to the agreement set forth below as paragraph B, the agreement of 15 June 1970 shall remain unchanged and in full force and effect.

EXHIBIT No. 65

A. In recognition of all past services and expenses rendered and incurred by Representative to assist Bell under the agreement of 15 June 1970, and Amendments No. 1 and 2 thereof, and in consideration of the agreements evidenced by this Amendment No. 3, and particularly the provisions of paragraph C. hereof, Bell has paid and will pay the amounts specified below in accordance with the following schedule, and such amounts are agreed to constitute full payment for all amounts in any way due to Representative for all sales of supplies or services made by Bell or Bell Helicopter International, Inc., either directly or through the U.S. Government, prior to 29 June 1973, and Representative releases Bell from all such claims in any way arising.

|              |             |
|--------------|-------------|
| 29 June 1973 | \$1,000,000 |
| 1 July 1974  | \$1,000,000 |
| 1 July 1975  | \$ 950,000  |

B. The parties agree that paragraph 4, entitled Commissions Payable to the Representative, contained within the Representative Agreement is hereby amended to provide that Bell shall not pay any additional amounts or commissions on past or future sales of any product or service made directly by Bell, or through the U. S. Government, for use of the Armed Forces of Iran, nor sales to the Military Industrial Organization (MIO) or the Iran Helicopter Industries (IHI).

C. Air Taxi agrees, in consideration of the payments specified in paragraph A. to continue to provide assistance and support to Bell Helicopter Company and Bell Helicopter International in Iran, in performance of contracts executed prior to the effective date hereof, directly with Iran and through the U. S. Government for

-3-

supplies and services until all such contracts are completely performed.

D. In the event the present program, which calls for delivery of 489 helicopters to Iran by Bell Helicopter Company, is reduced for any reason, the compensation specified in paragraph A: will be reduced by \$3,000.00 for each helicopter less than 489 which is not delivered to Iran.

E. This amendment shall become effective on this 29 June 1973 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970, and shall be attached to the agreement of 15 June 1970 as therein provided in paragraph 5(c).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 29 June 1973.

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rudning*  
C. R. Rudning  
(Title) Vice-President  
Program Management

Witness *M. D. McCreary*  
Date 1973 JUN 29

By \_\_\_\_\_  
A. H. Zanganeh  
(Title) Chairman & Managing  
Director

Witness *Patricia Butler*  
Date 6-29-73

Privileged, Confidential - Attorney Work Product

*July 1975*

To: The File

Re: Commissions or fees paid to foreign representatives

Investigation of Northrop Corporation by a US Senate Committee and by the SEC produced revelations of payments by Northrop to foreign agents of sums which were allegedly earmarked for the payment of bribes to foreign government officials in consideration of their directing business to Northrop. Since that time the SEC has announced that it will examine the filings of the top twenty-five defense contractors, including Textron, to determine if there have been any payments similar to those by Northrop and whether any slush funds have been created. [Tab 1] Textron is now in the preliminary stages of preparing a registration statement for a proposed debt offering in the late summer or early fall of 1975.

It seems appropriate at this time--in view of the possible investigation of these matters by the Congress or SEC and as part of our due diligence in connection with our public disclosure obligations under the securities law and the proposed public offering--to reduce to writing the results of our investigation as to whether or not there have been any illegal or improper payments made by Textron to its overseas representatives.

*EXHIBIT No. 66*

In conversations with Messrs. Miller, Collinson and Ames I have been advised that they know of no such illegal or improper payments. Textron and its Divisions retain and engage a variety of representatives, agents and distributors worldwide but to the best of their knowledge no extraordinary payments have been made to any such dealers, reps or agent and that the payments of which they were aware would be considered normal and customary in the circumstances. They have never been made aware of any fee or commission being paid as a bribe or kickback. Political contributions of corporate funds, here or abroad, were unknown to them.

A review of the offshore operations of the Textron Divisions would indicate <sup>that</sup> the agents' fees and commissions are not a significant factor in the business of any Division other than that of Bell Helicopter. [double check] In discussions with Messrs. Miller and Ames it seemed that the only significant commission paid by Bell Helicopter was to its representative in Iran, Air Taxi Company, the history of which is detailed below.

Bell Helicopter - General. Attached is a list of the Bell Helicopter Company representatives and dealers abroad. [Tab 2] All of them are independent of Bell/Textron. Also attached is the standard dealer/representative commission structure of Bell indicating commissions payable as of January 1, 1975 and those payable immediately preceding the date. [Tab 3] In addition, we have (a) a copy of the form of Bell's Manufacturers Foreign Representative Agreement as used from 1970-1975, and (b) Bell's form



of Independent Representative Agreement which will be in effect starting in 1975. [Tab 4]

Traditionally Bell has paid its representatives and dealers a fixed per cent commission on sales of up to five ships---e. g. 6% on medium helicopters, 10% on Jet Ranger type and 15-20% on spares. Prior to 1970 commissions payable on sales of more than five ships or on a government-to-government basis were not obligatory upon Bell but were more in the nature of an award. In 1970 the Bell standard Manufacturers Foreign Representative Agreement was changed to read in part (Sections 4(b) and (c)):

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the territory or to any agency or instrumentality thereof, if, but only if:

- (1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant-in-aid deliveries), and
- (2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

Thereafter Bell had an obligation to negotiate these commissions in good faith. Attached is a summary as of June 1975 of the dealer commissions for MAP/FMS helicopter sales [Tab 5] . [--query: commissions on commercial sales or direct sales by Bell to foreign governments--e. g. Israel, Korea].

Bell Helicopter - Iran. On June 18 Bob Ames and I met with Jim Atkins, Ed Farmer, and Chuck Rudning at Bell Helicopter to

discuss the payment of commissions by Bell Helicopter in Iran.

The following summarizes what we learned:

Air Taxi Company was appointed Bell's foreign representative under a then standard Bell manufacturers foreign representative agreement in August 1959. The agreement covered Bell's then product line and it was renewed annually to 1964. For reasons which no one could remember International Helicopter Consultants Inc. was substituted as the Bell representative for the Iranian territory in 1964. In 1968 Air Taxi was reappointed Bell's representative in Iran under a standard form of Bell representative agreement in Iran under a standard form of Bell representative agreement.

In 1970 Air Taxi along with the other manufacturers foreign representatives received the revised representative agreement as described above---e. g. on sales of more than five ships, direct sales to the government and on government-to-government sales it was an obligation of Bell to negotiate a fair commission. [Tab 6] Prior to this time, any commission paid by Bell on such sales would have been more akin to an award than to being earned. In the early 1970's we were told that the products covered by the Air Taxi agreement included the AH-1G[J?] and UH-1 helicopters. Bell interpreted the agreement to cover the AH-1J and the Model 214 which it says is a UH-1-type helicopter.

In 1972 indications of the potential business in Iran came to Bell's attention. As this business began to be developed the agree-

ment with Air Taxi was amended three times. The reason for the amendments were partly to reduce any exposure to excessive commissions and partly to serve as a "carrot" for improved performance by Air Taxi.

Amendment #1 of April 1, 1972, which was signed before Bell conducted its formal demonstration flights in Iran, provided for a 2 1/2% commission on helicopters which might be sold FMS (e. g. 0% on spares and training) to Iran. [Tab 7] In Amendment #2 of October 14, 1972 it was provided that there would be a 2 1/2% commission paid upon any Bell sales direct to the Government of Iran and 1% on any government-to-government sales (but the government-to-government sales included everything, helicopters, spares, training, etc.). [Tab 8].

*Letter to Kr  
Hardware - 1  
Training - Feb 1972  
Lg - April 1972  
- letter can  
- FMS*

After Amendment #2 was negotiated, Bell was awarded the letter agreement for the sale of hardware. Then came the service contracts and Bell began to feel some discontent with the size of the commissions to be payable. Accordingly, Amendment #3 was negotiated in June 1973.

In Amendment #3 [Tab 9], Bell agreed to pay Air Taxi \$2,950,000 in full payment for all amounts in any way due the representative for all sales of supplies or services prior to June 29, 1973 and, in addition, Bell was released from any obligation to pay additional amounts or commissions on past or future sales of any product or service made directly by Bell or through the US

government for the use of the Armed Forces of Iran, the Iranian Military Industrial Organization or Iran Helicopter Industries. Air Taxi agreed to continue to assist and support Bell's efforts in Iran and there was a provision for the reduction of the commission by \$3,000 per helicopter if the Iranian order was reduced below the 489-ship level.

At the time of entering into Amendment #3 Bell had effectively been awarded by the GOI hardware, training and logistics contracts with a value in excess of \$       million:

A \$2,950 million commission constitutes       of 1% of the contract value.

Since that time Bell has been awarded additional contracts in Iran aggregating in excess of \$       million:

No commissions are payable to Air Taxi or to anyone else in respect of those additional services and products.

This is the only commission ever earned by Air Taxi from Bell. Air Taxi remains Bell's commercial representative in Iran for non-military business under the basic Foreign Representative Agreement.

The \$2,950 million commission was payable as follows:

|             |               |
|-------------|---------------|
| \$1,000,000 | June 29, 1973 |
| \$1,000,000 | July 1, 1974  |
| \$ 950,000  | July 1, 1975  |

By an instrument acknowledged before the US Vice Counsel in the US Embassy in Tehran on May 21, 1973, persons representing themselves to be the Board of Directors of Air Taxi and holders of 100% of its shares authorized one of their number, Mr. Zamganeh, to represent the company fully in all matters with Bell Helicopter. [Tab 10] Each payment was made to Mr. Zanganeh individually and at the time of each payment he provided Bell with an affidavit stating that he was acting pursuant to the basic authority and on behalf of Air Taxi. [Tab 11]

In the course of definitization of the FMS agreements with the GOI, Bell disclosed the commission arrangements with Air Taxi to the Department of the Army by letter dated May 9, 1973 which included the Air Taxi Foreign Representative Agreement plus Amendments #1 and 2. By letter dated September 7, 1973, AVSCOM was provided with a copy of Amendment #3. [Tab 12]

Through agreement with the GOI, the ASPR regulations have been modified so that agents' fees paid on deals with the GOI are not an allowable cost. [Tab 13]

From Ed Farmer and Lou Peloubet I understand that the Air Taxi commission was booked as follows: The Commission was booked, as it was paid, in increments of \$1,000,000, \$1,000,000 and \$950,000 with approximately \$500,000 being accrued each six months. On Bell's P & L the commission was shown below the line and carried in miscellaneous expense. (It was, however,

an identifiable sub item within that classification. See p. 3 of A/Y report. [Tab 14]) Normally commissions payable are shown above the line as a cost of sales because they are an allowable expense. In this case the commission was not an allowable expense of this FMS contract and accordingly was shown as a below the line item.

Bell considered itself under an obligation to negotiate in good faith the payment of a commission to Air Taxi under its standard form of agreement. Air Taxi we are told supported and gave advice to the various business strategies which evolved to obtain the business in Iran. The Commission rate of 1% on the original business seems reasonable and particularly so in view of the over \$ million of business obtained from the GOI to date, with the possibility of more coming and no additional commissions due.

The amount of the commission settled upon with Air Taxi was not unreasonable or improper. The method of payment is different but satisfactorily documented. There has been no suggestion in the course of discussions with the personnel at Bell Helicopter that the commissions were being paid for unlawful or questionable purposes.

None of the principals of Air Taxi are known or believed to be Iranian Government officials. One was a member of the royal family but has held no official Government position.

In the course of this investigation I inquired as to the fees paid to date to Iranian counsel. Rudning advised me that approximately \$2500 had been paid in the 1972-73 period, \$12,500 to Aghayan's firm in 1974 and he estimated an additional \$5,000 would be paid in 1975. Those fees are reasonable.

PROVIDENCE **textron** RHODE ISLAND

WASHINGTON OFFICE: 1666 K STREET, N.W. WASHINGTON, D.C. 20006

To T. D. Soutter From R. H. Charles  
 Location Providence Date 24 June 1975

Subject:

Attached is the letter from Proxmire to Garrett dated May 13, including the list of the largest 25 Defense contractors, together with Garrett's reply of May 27.

*RAC*

Mr. Ray Garrett, Jr.  
 Chairman  
 Securities and Exchange Commission  
 500 North Capitol Street  
 Washington, D. C. 20549

May 13, 1975

Dear Ray:

You are undoubtedly aware of the great controversy that has been caused by the disclosures that the Northrop Corporation and other firms with defense contracts have been involved in irregular and improper payments both in the United States and abroad. This letter is to request that your office make a detailed review of the documents and materials filed by each of the largest twenty-five defense contractors in order to determine whether there have been any unusual payments here or in foreign countries such as in the Northrop, Gulf and other cases or whether any slush funds for such purposes appear to have been created during the past 5 years.

A list of the largest twenty-five defense contractors is attached.

Because of the urgency of this matter, I would hope that you can assign sufficient people to complete this task at the earliest possible time, and I would appreciate some estimates of how long it will take.

Any additional questions about this matter maybe taken up with Richard Kaufman, Joint Economic Committee.

Sincerely,

William Proxmire





SECURITIES AND EXCHANGE COMMISSION  
 WASHINGTON, D.C. 20540

May 27, 1975

Honorable William Proxmire  
 United States Senator  
 United States Senate  
 Washington, D.C. 20510

Dear Senator Proxmire:

This is in response to your letter, dated May 13, 1975, requesting a detailed review of the documents and materials filed with us by each of the largest twenty-five defense contractors, "in order to determine whether there have been any unusual payments here or in foreign countries . . . or whether any slush funds for such purposes appear to have been created during the past 5 years."

As my executive assistant, Harvey Pitt, has advised, Mr. Kaufman, of the Joint Economic Committee staff, we have assigned this matter to our Division of Corporation Finance, which is generally responsible for reviewing all filings made with the Commission pursuant to the federal securities laws for disclosure purposes. I have asked them to assign a sufficient number of people to assure a prompt substantive response to your inquiry.

In the interim, we have requested that the files you mention in your letter be physically forwarded to our offices on North Capitol Street to facilitate our review. If Mr. Kaufman, or any other member of the Committee's staff, wishes to examine any particular documents while our review continues please contact Mr. Pitt, 755-1100, and we will make our files immediately available to your staff.

I trust the foregoing proves responsive to your inquiry. If your staff has any further questions about this matter, please have them contact Mr. Pitt directly.

Sincerely,

*Ray Garrett, Jr.*  
 Ray Garrett, Jr.  
 Chairman

100 COMPANIES AND THEIR SUBSIDIARIES LISTED ACCORDING TO  
NET VALUE OF MILITARY PRIME CONTRACT AWARDS

FISCAL YEAR 1974  
31 JULY 1973 - 30 JUNE 1974

| RANK | COMPANIES  | THOUSANDS<br>OF<br>DOLLARS                                      | PERCENT<br>OF U.S.-<br>TOTAL | CUMULATIVE<br>PERCENT OF<br>U.S. TOTAL |
|------|--|---|------------------------------|--|
|      | U. S. T. O. A. L.  | 334,357,043   | 100.00                       | 100.00                                 |
|      | TOTAL, 100 COMPANIES & THEIR SUBSIDIARIES  | 24,023,710  | 69.92                        | 69.92                                  |
| 1.   | GENERAL DYNAMICS CORP.<br>STROMBERG CARLSON CORP.<br>STROMBERG DAVIDSON, INC.  | 1,846,283<br>2,837<br>4,059                                     |                              |  |
|      | TOTAL  | 1,853,199   | 5.39                         | 5.39                                   |
| 2.   | LOCKHEED AIRCRAFT CORP.<br>LOCKHEED ELECTRONICS CO. INC.<br>LOCKHEED MISSILES & SPACE CO. INC.<br>LOCKHEED SHIPBUILDING CONSTRUCTION   | 912,233<br>36,720<br>513,837<br>1,597                           |                              |  |
|      | TOTAL  | 1,454,445   | 4.26                         | 9.65                                   |
| 3.   | MCDONNELL DOUGLAS CORP.  | 1,389,284   | 3.51                         | 13.16                                  |
| 4.   | UNITED AIRCRAFT CORP.<br>ESSEX INTERNATIONAL, INC.<br>TURBO POWER & MARINE SYSTEMS, INC.<br>UNITED AIRCRAFT OF N. YA, INC.   | 1,205,209<br>62<br>27<br>6,730                                  |                              |  |
|      | TOTAL  | 1,212,028   | 3.53                         | 16.99                                  |
| 5.   | GENERAL ELECTRIC CO.<br>GENERAL ELECTRIC ESPANOLA<br>GENERAL ELECTRIC RECONSTRUCTION<br>GENERAL LEARNING CORP.<br>MANAGEMENT & TECHNICAL SERVICES CO.<br>NUCLEFORM CORP.   | 1,209,544<br>36<br>20<br>38<br>1,795<br>55                      |                              |  |
|      | TOTAL  | 1,211,399   | 3.53                         | 20.52                                  |
| 6.   | BOEING CO.<br>BOEING COMPUTER SERVICES INC.<br>BOEING INTL CORP.<br>BOEING VERTEL CO.  | 992,157<br>844<br>13,729<br>69,543                              |                              |  |
|      | TOTAL  | 1,076,383   | 3.13                         | 23.65                                  |
| 7.   | LITTON INDUSTRIES, INC.<br>AERD SERVICE CORP.<br>GUMONT AVIATION ASSOCIATES<br>LITTON BIOMETRICS, INC.<br>LITTON BUSINESS SYSTEMS, INC.<br>LITTON EDUCATIONAL PUB CO, INC.<br>LITTON MEDICAL PRODUCTS, INC.<br>LITTON PRECISION PRODUCTS INC.<br>LITTON SYSTEMS INC. | 14,835<br>357<br>24<br>14<br>622<br>13<br>265<br>132<br>999,459 |                              |  |
|      | TOTAL  | 925,762   | 2.69                         | 26.34                                  |

| RANK                             | COMPANIES                           | THOUSANDS OF DOLLARS | PERCENT OF U.S. TOTAL | CUMULATIVE PERCENT OF U.S. TOTAL |
|----------------------------------|-------------------------------------|----------------------|-----------------------|----------------------------------|
| 8.                               | HUGHES AIRCRAFT CO                  | 823,435              |                       |                                  |
|                                  | HUGHES RESEARCH LABS                | 519                  |                       |                                  |
|                                  | SANTA BARBARA RESEARCH CENTER       | 844                  |                       |                                  |
|                                  | TOTAL                               | 824,899              | 2.40                  | 28.74                            |
| 9.                               | ROCKWELL INTERNATIONAL CORP         | 819,238              |                       |                                  |
|                                  | UNICOM SYSTEMS INC                  | 13                   |                       |                                  |
|                                  | TOTAL                               | 819,243              | 2.38                  | 31.12                            |
| 10.                              | RAYTHEON CO                         | 714,507              |                       |                                  |
|                                  | JAPANESE OVERSEAS SERVICE, INC      | 309                  |                       |                                  |
|                                  | MACHLETT LABORATORIES INC           | 1,459                |                       |                                  |
|                                  | RAYTHEON EDUCATIONAL SYSTEMS CO     | 16,736               |                       |                                  |
|                                  | RAYTHEON EUROPE ELECTRONICS CO      | 2,770                |                       |                                  |
|                                  | RAYTHEON SERVICE CO                 | 3,544                |                       |                                  |
|                                  | UNITED ENGINEERS & CONSTRUCTORS     | 247                  |                       |                                  |
|                                  | TOTAL                               | 739,567              | 2.15                  | 33.27                            |
| 11.                              | AMERICAN TELEPHONE & TELEGRAPH CO   | 232,151              |                       |                                  |
|                                  | CHESAPEAKE & POTOMAC TELEPHONE CO   | 26,729               |                       |                                  |
|                                  | ILLINOIS BELL TEL CO                | 255                  |                       |                                  |
|                                  | INDIANA BELL TEL CO, INC            | 39                   |                       |                                  |
|                                  | MICHIGAN BELL TEL CO                | 75                   |                       |                                  |
|                                  | MOUNTAIN BELL TELEPHONE CO          | 4,344                |                       |                                  |
|                                  | NEW ENGLAND TEL & TEL CO            | 1,486                |                       |                                  |
|                                  | NEW JERSEY BELL TELEPHONE CO        | 830                  |                       |                                  |
|                                  | NEW YORK TELEPHONE CO               | 329                  |                       |                                  |
|                                  | NORTHWESTERN BELL TELEPHONE CO      | 349                  |                       |                                  |
|                                  | OHIO BELL TELEPHONE CO              | 844                  |                       |                                  |
|                                  | PACIFIC NORTHWEST BELL TELEPHONE    | 595                  |                       |                                  |
|                                  | PACIFIC TELEPHONE & TELEGRAPH CO    | 2,630                |                       |                                  |
|                                  | SOUTH CENTRAL BELL TEL CO           | 973                  |                       |                                  |
|                                  | SOUTHERN BELL TELEPHONE & TELEGRAPH | 2,844                |                       |                                  |
|                                  | SOUTHWESTERN BELL TELEPHONE         | 3,465                |                       |                                  |
| TELETYPE CORP                    | 8,292                               |                      |                       |                                  |
| TRANSOCEANIC CABLE SHIP CO., INC | 149                                 |                      |                       |                                  |
| WESTERN ELECTRIC CO INC          | 494,998                             |                      |                       |                                  |
|                                  | TOTAL                               | 691,211              | 2.01                  | 55.28                            |
| 12.                              | GRUMMAN CORP                        | 24,755               |                       |                                  |
|                                  | AERO DATA, INC                      | 103                  |                       |                                  |
|                                  | GRUMMAN AEROSPACE CORP              | 661,462              |                       |                                  |
|                                  | GRUMMAN DATA SYSTEMS CORP           | 710                  |                       |                                  |
|                                  | TOTAL                               | 687,023              | 2.00                  | 37.28                            |
| 13.                              | NORTHROP CORP                       | 444,862              |                       |                                  |
|                                  | ALABAMA INDUSTRIES, INC             | 435                  |                       |                                  |
|                                  | HALLICRAFTERS CO                    | 15,713               |                       |                                  |
|                                  | NORTHROP WORLDWIDE ACFT SVCS INC    | 26,208               |                       |                                  |
|                                  | PAGE COMMUNICATIONS ENGINEERS INC   | 3,333                |                       |                                  |
| WARMECKE ELECTRON TUBES, INC     | 221                                 |                      |                       |                                  |
|                                  | TOTAL                               | 490,775              | 1.43                  | 38.71                            |
| 14.                              | HESTINGHOUSE ELECTRIC CORP          | 459,330              |                       |                                  |
|                                  | K-W BATTERY CO                      | 121                  |                       |                                  |
|                                  | THERMO KING CORP                    | 16                   |                       |                                  |
|                                  | THERMO KING SALES & SERVICE         | 38                   |                       |                                  |
|                                  | URAM SYSTEMS DEV CORP               | 224                  |                       |                                  |
|                                  | NECCO CORP                          | 34                   |                       |                                  |
|                                  | HESTINGHOUSE ELECTRIC SUPPLY CO     | 595                  |                       |                                  |

| RANK | COMPANIES  | THOUSANDS OF DOLLARS   | PERCENT OF U.S. TOTAL | CUMULATIVE PERCENT OF U.S. TOTAL |
|------|--|--|-----------------------|----------------------------------|
| 14   | WESTINGHOUSE ELECTRIC CORP<br>WESTINGHOUSE LEARNING CORP   | 208  |                       |                                  |
|      | TOTAL  | 469,453  | 1.34                  | 40.03                            |
| 15   | TEXTRON INC<br>CAMCAN SCREW & MFG CO<br>ELECTRONIC RESEARCH CO<br>E-Z CO CAR CORP<br>OREGON TECHNICAL PRODUCTS<br>TOWNSEND CO<br>WATERBURY FARMER FOUNDRY & MACH CO<br>WELSH MFG CO  | 416,697<br>55<br>13<br>13<br>69<br>643<br>85<br>87   |                       |                                  |
|      | TOTAL  | 417,578  | 1.22                  | 41.27                            |
| 16   | CHRYSLER CORP<br>CHRYSLER DIVISIONS CORP<br>KING-SEELEY THERMO CO  | 427,625<br>8,833<br>113  |                       |                                  |
|      | TOTAL  | 411,552  | 1.20                  | 42.47                            |
| 17   | SPERRY RAND CORP<br>SPERRY FLIGHT SYSTEMS  | 393,234<br>24  |                       |                                  |
|      | TOTAL  | 393,312  | 1.16                  | 43.63                            |
| 18   | F H C CORP<br>KILBY STEEL CO INC<br>PARQUE MFG CO INC  | 350,972<br>66<br>97  |                       |                                  |
|      | TOTAL  | 351,135  | 1.02                  | 44.63                            |
| 19   | EXXON CORP<br>ESSO A G<br>ESSO HEAT LTD<br>ESSO INTERNATIONAL CORP<br>ESSO MOTOR HOTELS, INC<br>ESSO PAMPAS INC<br>ESSO PETROL CO LTD<br>ESSO ROMY<br>ESSO STANON ITALIAINA<br>ESSO STANON OIL CO S A<br>ESSO STANON SAE<br>ESSO STANON THAILAND LTD<br>EXXON CHEMICAL CO<br>EXXON RESEARCH & ENGINEERING CO | 288,993<br>12,404<br>37<br>29,207<br>14<br>335<br>102<br>2,159<br>4,941<br>652<br>149<br>35<br>20<br>708 |                       |                                  |
|      | TOTAL  | 339,757  | 0.99                  | 45.62                            |
| 20   | GENERAL MOTORS CORP  | 299,623  | 0.87                  | 46.49                            |
| 21   | HONEYWELL INC<br>HONEYWELL INFORMATION SYSTEMS, INC  | 251,355<br>29,655  |                       |                                  |
|      | TOTAL  | 281,020  | 0.82                  | 47.31                            |
| 22   | L I V CORP<br>JONES & LAUGHLIN STEEL CORP<br>KENTROX HAWAII LTD<br>L I V AEROSPACE CORP<br>WILSON CERTIFIED FOODS, INC<br>WILSON & CO INC  | 2,939<br>342<br>17,833<br>233,633<br>115<br>13,196   |                       |                                  |

| RANK | COMPANIES  | THOUSANDS OF DOLLARS   | PERCENT OF U.S. TOTAL | CUMULATIVE PERCENT OF U.S. TOTAL |
|------|--|--|-----------------------|----------------------------------|
| 22.  | L T V CORP<br>TOTAL  | 268,063  | 0.78                  | 63.89                            |
| 23.  | STANDARD OIL CO OF CALIF<br>CALTEX ASIA LTD C/<br>CALTEX OIL PRODUCTS CO C/<br>CALTEX OIL THAILAND LTD C/<br>CALTEX OVERSEAS LTD C/<br>CALTEX PHILIPPINES, INC C/<br>CHEVRON ASPHALT CO<br>CHEVRON INTERNATIONAL OIL CO, INC<br>CHEVRON OIL CO<br>STANDARD OIL CO KENTUCKY<br>TOTAL  | 156,206<br>1,729<br>49,943<br>6,866<br>742<br>6<br>89<br>67<br>50,372<br>332<br>266,534                                  |                       | 0.76<br>63.07                    |
| 24.  | TENNECO INC<br>CASE (L) CO<br>CASE POWER & EQUIPMENT LTD<br>K C L CORPORATION<br>NEWPORT NEWS INDUSTRIAL CORP<br>NEWPORT NEWS SHIPYARD & DRY DOCK CO<br>NUCLEAR SERVICE & CONSTR CO, INC<br>TENNECO CHEMICALS, INC<br>TOTAL  | 802<br>23<br>31<br>19<br>252,753<br>24<br>35<br>253,687  |                       | 0.77<br>63.64                    |
| 25.  | INTERNATIONAL BUSINESS MACHINES CO<br>I B H DEUTSCHLAND GMBH<br>TOTAL  | 252,339<br>39<br>252,378   |                       | 0.75<br>63.57                    |
| 26.  | MARTIN MARIETTA CORP<br>MARTIN MARIETTA ALUMINUM INC<br>MARTIN MARIETTA ALUMINUM SALES INC<br>TOTAL  | 185,835<br>267<br>59,646<br>245,748  |                       | 0.72<br>61.89                    |
| 27.  | R C A CORP<br>CORCHET INDUSTRIES, INC<br>R C A ALASKA COMMUNICATIONS INC<br>R C A GLOBAL COMMUNICATIONS, INC<br>R C A LABORATORIES SARNOFF RES CTR<br>RANDOM HOUSE, INC<br>SHELBY WILLIAMS INDUSTRIES, INC<br>TOTAL  | 215,961<br>55<br>5,340<br>21,194<br>164<br>148<br>195<br>243,065   |                       | 0.71<br>61.80                    |
| 28.  | INTERNATIONAL TELEPHONE & TEL CORP<br>AEROSPACE CONTROLS<br>CITY WINDOW CLEANING CO<br>FEDERAL ELECTRIC CORP<br>I T T ARTIC SERVICES, INC<br>I T T BARTON<br>I T T CONTINENTAL BAKING CO<br>I T T DECCA MARINE, INC<br>I T T EDUCATIONAL SERVICES, INC<br>I T T ELECTRO PHYSICS LABORATORIES<br>I T T GENERAL CONTROLS, INC<br>I T T GILFILLAN INC<br>I T T GRINNELL CORP<br>I T T GALTNEY INC<br>I T T HANDEL DAMM<br>I T T HARPER, INC | 114,924<br>16<br>14<br>68,397<br>24,113<br>435<br>4,124<br>34<br>14<br>2,872<br>225<br>5,757<br>12<br>2,595<br>10<br>318 |                       |                                  |

le to operate at a relatively low altitude to achieve maximum resolution and to be able to detect smaller targets.

Thus the Soviet choice of a nearly 600-mi.-high orbit is not optimum either for radar or in terms of sensitivity. The higher orbit does permit the satellite to communicate its intelligence data to Russian ships over a greater distance, which may be the reason for the choice.

At the 600-mi.-high orbit, the satellite can transmit its data to a ship or shore station nearly 2,200 mi. away, compared with a range of approximately 1,500 mi. if the satellite were in a 300-mi.-high orbit.

#### Secure Communications

The satellites also might be used to provide a more secure communications link between Soviet ships and shore stations.

Soviet vessels could transmit coded messages to the satellites, which would be recorded and retransmitted later when the spacecraft passes over the Soviet Union, to prevent eavesdropping.

The U. S. Navy is developing an ocean surveillance satellite, and the first prototype is scheduled for launch late this year. Naval Research Laboratory is manager of the program, which bears the code name "Whitecloud."

Fairchild Industries is assisting NRL in the design and manufacture of the spacecraft.

It is not known whether this first Navy ocean surveillance satellite will be equipped with radar to give it an all-weather capability or whether it will depend upon a combination of visual sensors and Elnit receivers, with the latter providing limited all-weather capability.

However, Hughes Aircraft and Westinghouse Electric are developing L-band radars suitable for ocean surveillance missions for use in a later generation of Navy spacecraft.

#### NRL Concept

One spacecraft radar concept that NRL is known to have explored involves a "Siamese-twins" or "mother-daughter" satellite, in which two spacecraft would be connected by metal booms to provide a long baseline radar antenna to provide high resolution.

Pending the launch of the Navy's specially designed ocean surveillance satellite, the service is gaining operational experience and evaluating different types of sensors using a modified version of an earlier generation USAF/Lockheed reconnaissance spacecraft (AW&ST Sept. 10, 1973, p. 12).

These experimental ocean surveillance satellites are launched periodically using Martin Marietta Titan-3B. The most recent was on Apr. 18. During 1974, three such spacecraft were launched, on Feb. 13, June 6 and Aug. 14. Typical orbital lifetime is six or seven weeks.

Aviation Week & Space Technology, June 23, 1975

## SEC to Reexamine Forms Filed By 25 Top Defense Contractors

Washington—Securities and Exchange Commission is reexamining report forms filed with it by the top 25 Defense Dept. contractors to determine if payoffs abroad are concealed in the filings.

The review is being made at the request of Sen. William Proxmire (D-Wis.). It is based on "the multitude of disclosures over the months," an aide to Sen. Proxmire said, of alleged illegal payments by U. S. companies to officials abroad, including payments by Northrop Corp. in Saudi Arabia to obtain a support contract for F-5 aircraft (AW&ST June 16, p. 20).

"We are seeking information as to whether a Northrop-type situation exists with other companies," the aide said. The 25 companies were selected solely because they are the top Defense Dept. contractors.

Sen. Proxmire has no information that any of the companies, with the exception of Northrop, has made illegal payments and then concealed them in its filings to the SEC, the aide said.

The SEC examination is "a more detailed review of documents already filed," an official said. It is not a full-fledged investigation that would include visits to the companies, he added. Publicly owned U. S. companies are required to file reports with SEC regularly and whenever there is a significant happening that could affect their financial status. It is these reports that are being reexamined.

The top 25 Defense Dept. contractors in Fiscal 1974 (AW&ST Nov. 25, 1974, p. 62) were: General Dynamics Corp.; Lockheed Aircraft Corp.; McDonnell

Douglas Corp.; United Technologies Corp.; General Electric Co.; Boeing Co.; Litton Industries, Inc.; Hughes Aircraft Co.

Rockwell International Corp.; Raytheon Co.; American Telephone & Telegraph Co.; Grumman Corp.; Northrop Corp.; Westinghouse Electric Corp.; Textron, Inc.; Chrysler Corp.; Sperry Rand Corp.

FMC Corp.; Exson Corp.; General Motors Corp.; Honeywell, Inc.; LTV Corp.; Standard Oil Co. of California; Tenneco, Inc.; International Business Machines Corp.

## Prototype Model 222 Production Begins

Ft. Worth—Bell Helicopter Co. has begun manufacturing prototypes of its 6-10-place twin-turbine Model 222 commercial aircraft and has signed contracts with more than 80% of its planned vendors for the program.

First flight is scheduled for early next year, with Federal Aviation Administration certification expected in early 1977 and deliveries in 1978.

Suppliers signed for the new program include:

Powerplants (LTS-101-650C): Avco Lycoming, Stratford, Conn.; hydraulic actuators: E-Systems, Montek Div., Salt Lake City; hydraulic module: Western Hydraulics, Anaheim, Calif.; warning and caution system: Grimes Manufacturing, Urbana, Ohio; landing gear: Ozone Industries, Ozone Park, N. Y.

## Northrop Refunds USAF Contract Money

Washington—Northrop Corp. is refunding \$370,900 to the Air Force as reimbursement for illegal corporate political contributions in the U. S. that were charged as expenses to USAF contracts.

Air Force and Defense Contract Audit Agency (DCAA) began to review contracts with Northrop after the company's chairman and president, Thomas V. Jones, and a vice president, James Allen, pleaded guilty in May, 1974, to making illegal contributions to the Nixon reelection campaign in 1972 (AW&ST May 6, 1974, p. 23).

Northrop made "a voluntary cash refund" of \$157,400 last January (AW&ST Mar. 10, p. 13) an Air Force officer said. After the company's auditors uncovered other illegal contributions last year (AW&ST Nov. 25, 1974, p. 28), USAF and DCAA uncovered other instances of illegal contributions between 1961 and 1974 being charged off on government contracts, officials said.

The company refunded another \$161,600 in May and told USAF earlier this month that an additional \$51,900 would be forthcoming. The total of \$370,900 refunded represents all the contributions that were channeled through William Savy, a Northrop consultant based in Paris, and then claimed as expenses on USAF contracts, officials believe. The Defense Dept.'s audit of Northrop's relationship with Savy now appears to be completed, USAF and DCAA officials said. DCAA is now looking into the company's relationships with other foreign consultants and agents to determine if alleged excessive fees or bribes paid to or through them were charged against USAF contracts as legitimate expenses (AW&ST June 16, p. 29).

(2)

LISTING OF BHC INDEPENDENT REPRESENTATIVES

| <u>Country</u>                | <u>Company Name</u>                     | <u>Date Appointed</u> | <u>Classification</u> |
|-------------------------------|---|-----------------------|-----------------------|
| <u>Southern Latin America</u> |   |                       |                       |
| Argentina                     | La Macarena                             | May 71                | Dealer                |
| Bolivia                       | Matpetrol Ltda.                         | Feb 75                | Representative        |
| Brazil                        | Motoravia                               | Nov 53                | Dealer                |
| Chile                         | Aero Salfa                              | Aug 63                | Dealer                |
| Paraguay                      | Latourrette & Parini, S.A.C.            | Oct 69                | Representative        |
| Peru                          | Aviacion Solar, S.A.                    | Jun 61                | Dealer                |
| <u>Northern Latin America</u> |   |                       |                       |
| Colombia                      | Antonio Angel & Cia.                    | Oct 52                | Dealer                |
| Costa Rica                    | H. T. Purdy Inc.                        | Jun 72                | Representative        |
| Ecuador                       | Ecuavia C. Ltda.                        | Nov 68                | Dealer                |
| Guatemala                     | Distribuidora Piper                     | Jun 70                | Dealer                |
| Jamaica                       | Helitaxi Ltd.                           | Sep 71                | Representative        |
| Mexico                        | Cia. Mexicana de Aeroplanos S. A.       | Mar 63                | Dealer                |
| Panama                        | Patricio Janson                         | Jun 70                | Representative        |
| Puerto Rico                   | Flight, Inc.                            | Feb 71                | Representative        |
| Surinam                       | N. V. Handelmaatschappij H. J. De Vries | May 71                | Representative        |
| Venezuela                     | Venairco C. A.                          | Sep 67                | Dealer                |
| <u>Europe and West Africa</u> |   |                       |                       |
| Austria                       | Ing. Hans Drescher                      | Oct 60                | Representative        |
| France                        | Fenwick Aviation                        | Mar 50                | Dealer                |
| Germany                       | Motorflug G.m.b.H.                      | Oct 57                | Dealer                |
| Greece                        | Avionic                                 | Jun 66                | Dealer                |
| Ghana                         | Lion Entreprises Etablissement          | Feb 71                | Dealer                |
| Iceland                       | Elding Trading Co., Inc                 | Apr 65                | Representative        |
| Morocco                       | Maghreb Aviation                        | Jul 71                | Dealer                |
| Norway                        | Scancopter (Bermor)                     | Sep 59                | Dealer                |
| Spain                         | Iberisa                                 | Jun 53                | Representative        |
| Sweden                        | Ostermans Aero AB                       | Apr 56                | Dealer                |
| United Kingdom                | C.S.E. Aviation Ltd.                    | Oct 70                | Dealer                |

| <u>Country</u>                       | <u>Company Name</u>                    | <u>Date Appointed</u> | <u>Classification</u> |
|--------------------------------------|--|-----------------------|-----------------------|
| <u>Middle East</u>                   |  |                       |                       |
| Iran                                 | Air Taxi Co.                           | Aug 59                | Representative        |
| Kuwait                               | Rezayat Trading Co.                    | Jan 71                | Dealer                |
| Pakistan                             | Mohammad Bakhsh & Sons Ltd.            | May 74                | Dealer                |
| United Arab Emirates                 | Dubai Helicopter Service               | Oct 71                | Dealer                |
| <u>Africa, Israel &amp; Portugal</u> |  |                       |                       |
| Angola                               | Consorcio Tecnico de Aeronautica, SARI | Nov 69                | Dealer                |
| Ethiopia                             | Ethiopian Airlines S.C.                | Feb 68                | Representative        |
| Israel                               | A.D. Aviation & Development Corp. Ltd. | Nov 57                | Dealer                |
| Kenya                                | A.O.G. Aeroagencies Ltd.               | May 71                | Dealer                |
| Portugal                             | Alberto Maria Bravo & Filhos           | Jun 70                | Dealer                |
| South Africa                         | Astra Aircraft (Pty) Ltd.              | Jan 65                | Dealer                |
| <u>East</u>                          |  |                       |                       |
| Hong Kong                            | Hutchison Air Brokers Ltd.             | Oct 71                | Representative        |
| India                                | Maneckji Aviation Co.                  | Jan 58                | Dealer                |
| Japan                                | Mitsui & Co. Ltd.                      | Jan 68                | Dealer                |
| Korea                                | United Industries International        | Jan 63                | Dealer                |
| Philippines                          | Delta Air Corp.                        | Jun 70                | Dealer                |
| Sri Lanka                            | Brown & Co., Ltd.                      | Jan 68                | Representative        |
| Taiwan                               | Triton International, Inc              | May 72                | Dealer                |
| <u>Australasia</u>                   |  |                       |                       |
| Australia                            | Bell Helicopter (Aust) Pty. Ltd.       | Dec 70                | Dealer                |
| Singapore                            | Heli Orient (Pte) Ltd.                 | Apr 68                | Dealer                |



STANDARD DEALER/REPRESENTATIVE  
COMMISSION STRUCTURE

⑤

| DEALER   | Effective<br>1 Jan 1975 | Pre-<br>Jan 1975 ** |
|--|-------------------------|---------------------|
| 206B*  | \$18,000                | 12.5%               |
| 206L*  | 25,000                  | --                  |
| 205A-1*  | 30,000                  | 6%                  |
| 212*   | 40,000                  | 6%                  |
| 212 (IFR Configuration)  | 47,500                  | 6%                  |
| 214B   | 55,000                  | --                  |
| AH-1 Series*   | TBN                     | TBN                 |
| UH-1 Series*   | TBN                     | TBN                 |
| 214A, OH-58 Series*  | TBN                     | TBN                 |
| Spare Parts & Optional Accessories<br>applicable to products listed above  | 20%                     | 20%                 |
| Model 47 Spare Parts   | 20%                     | 20%                 |
| Engine & Engine Spare Parts & Tools  | TBN                     | TBN                 |
| Special Equipment - Installations<br>which are not identified as Optional<br>Accessories on BHC Price Lists            |                         |                     |
| REPRESENTATIVE   |                         |                     |
| 206B*  | \$12,000                | 7.5%                |
| 206L*  | 16,700                  | --                  |
| 205A-1*  | 20,000                  | 4%                  |
| 212*   | 26,700                  | 4%                  |
| 212 (IFR Configuration)*   | 31,700                  | 4%                  |
| 214B*  | 36,700                  | --                  |
| AH-1 Series*   | TBN                     | TBN                 |
| UH-1 Series*   | TBN                     | TBN                 |
| 214A, OH-58 Series*  | TBN                     | TBN                 |
| Spare Parts & Optional Accessories<br>applicable to products listed above  | 10%                     | 10%                 |
| Model 47 Spare Parts   | 10%                     | 10%                 |
| Engine & Engine Spare Parts & Tools  | TBN                     | TBN                 |
| Special Equipment - Installations<br>which are not identified as Optional<br>Accessories on BHC Price Lists            | TBN                     | TBN                 |
| *For the sale of from 1 to 5 helicopters.<br>Commissions for the sale of over 5 helicopters:<br>To Be Negotiated (TBN) |                         |                     |
| **Percent applied to Published List Price of Basic<br>Helicopter.  |                         |                     |



**BELL  
HELICOPTER COMPANY**  
POST OFFICE BOX 482 - FORT WORTH, TEXAS 76101 A **Textron** COMPANY  
DIVISION OF TEXTRON INC.

PRE 1975 AGREEMENT

## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made \_\_\_\_\_ 19\_\_\_\_, between BELL HELICOPTER COMPANY,  
Division of Textron Inc. (hereinafter called "Bell"), and

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in  
the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

- (a) To use his best efforts —
- (1) To promote the reputation and the sale of the Listed Products in the Territory.
  - (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
  - (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.
- (b) To furnish necessary technical advice and product support to customers including:
- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
  - (2) Assist in and/or conduct demonstrations of Listed Products.
  - (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
  - (4) Serve in a liaison capacity between the customers and Bell.
  - (5) Assist the customer in spare parts support for the Listed Products.

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant in-aid deliveries), and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

##### 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority—

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

##### 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:

(1) Death or incapacity of the Representative.

(2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.

(3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

7. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

|                |                          |
|----------------|--------------------------|
| _____          | BELL HELICOPTER COMPANY  |
| Representative | Division of Textron Inc. |
| By _____       | By _____                 |
| (Title) _____  | (Title) _____            |
| _____          | _____                    |
| Witness        | Witness                  |



SCHEDULE A

(To Manufacturer's Foreign Representative Agreement Dated \_\_\_\_\_)

LISTED PRODUCTS AND APPLICABLE COMMISSIONS

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Manufacturer's Foreign Representative Agreement to which this Schedule is attached. The commissions payable to the Representative in accordance with Section 4(a) of such Agreement are set forth below.

Standard Export Purchase Agreements Covering One (1) to Five (5) Helicopters:

|                        |  |
|------------------------|--|
| <u>Listed Products</u> | <u>Commission on Basic Helicopters</u> |
|------------------------|--|

Standard Export Purchase Agreements Covering More Than Five (5) Helicopters:

|                        |                   |
|------------------------|-------------------|
| <u>Listed Products</u> | <u>Commission</u> |
|------------------------|-------------------|

To be Negotiated

Standard Export Purchase Agreements Covering Spare Parts and Accessories:

|                        |  |
|------------------------|--|
| <u>Listed Products</u> | <u>Commission on Spare Parts and Accessories</u> |
|------------------------|--|

This Schedule A revision is effective \_\_\_\_\_

|                |   |
|----------------|---|
| Representative | BELL HELICOPTER COMPANY<br>Division of Textron Inc. |
|----------------|---|

|               |               |
|---------------|---------------|
| By _____      | By _____      |
| (Title) _____ | (Title) _____ |

- 35234 REV



CURRENT AGREEMENT BEGINNING 1975

## BELL HELICOPTER COMPANY INDEPENDENT REPRESENTATIVE AGREEMENT

This Agreement made \_\_\_\_\_, 19\_\_\_\_, between BELL HELICOPTER COMPANY, Division of Textron Inc. (hereinafter called "Bell"), and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. The terms of this Agreement supersede and replace completely all prior agreements.

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell the Listed Products set forth in Schedule A of this Agreement in the Territory (ies) of \_\_\_\_\_ under the terms and conditions set forth hereinafter.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

- (a) To promote the reputation and the sale of the Listed Products in the Territory.
- (b) To obtain offers to purchase such products from responsible purchasers and promptly transmit all such offers to Bell for Bell's acceptance or rejection.
- (c) To provide monthly written reports to Bell setting forth the customers and sales programs with which the Representative has been engaged during the previous monthly period, and the status of all sales programs with which the Representative is involved.
- (d) To furnish necessary technical advice and product support to customers including:
  - (1) Advise customers relative to technical specifications and available configurations of Listed Products.
  - (2) Assist in and/or conduct demonstrations of Listed Products.
  - (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
  - (4) Serve in a liaison capacity between the customers and Bell.
  - (5) Assist the customer in spare parts support for the Listed Products.
  - (6) Render technical advice and product support on a continuing basis and especially during the post delivery period.
- (e) To display, advertise and offer for sale only the part of the Bell product line which has been incorporated as Listed Products in this Agreement at those prices and under those terms and conditions as may be established by Bell.
- (f) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.
- (g) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.
- (h) To permit, in any settlement of accounts between the parties, an offset of amounts due the Representative for compensation or other reasons against indebtedness of the Representative to Bell.
- (i) To furnish Bell, three (3) months prior to the end of each year following the date of this Agreement, a complete and accurate financial statement, with supporting data, showing the true and actual condition of the Representative's business. Bell agrees to hold such information in confidence.

**3. AGREEMENTS OF BELL.**

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To not unreasonably withhold acceptance of offers to purchase Listed Products obtained by the Representative, but the final decision of acceptance or rejection of an offer shall be made by Bell.

(d) To pay the Representative compensation as provided in Clause 4 of this Agreement.

**4. COMPENSATION TO REPRESENTATIVE.**

(a) Subject to paragraphs (b) and (c) below, Bell will pay compensation to the Representative at the rates provided in Schedule A of this Agreement on all other sales of Listed Products made by Bell in response to offers to purchase obtained by the Representative and concluded by delivery within the Territory. Compensation that is based upon a percentage of sales will be calculated using actual invoice prices, exclusive of crating, shipping, taxes and all other such charges.

(b) No compensation shall be paid to the Representative on any sale or delivery of Listed Products:

(1) under any Military Assistance Grant Aid or similar program of the United States Government, or

(2) which are made by the United States Government and which were not specifically identified, prior to the delivery of the Listed Products by Bell to the United States Government, for delivery within the Territory.

(c) Fair compensation, to be negotiated between Bell and the Representative prior to delivery of the Listed Products, shall be paid to the Representative for all other sales of Listed Products made by the United States Government or by direction of the United States Government or any agency or instrumentality thereof, to a national or local Government within the Territory or to any agency or instrumentality thereof, PROVIDED THAT

(1) the Representative was active in developing the requirement for and the purchase of the Listed Products, and

(2) prior to the initial contract between Bell and the United States Government with respect to the sale of the Listed Products, the Representative had advised Bell in writing of the specific requirement for and potential sale of the Listed Products.

(d) Compensation shall be due and payable only upon the delivery of the Listed Products and receipt by Bell of full payment therefor.

**5. GENERAL AGREEMENTS.**

(a) The relation created by this Agreement is that of Manufacturer and Independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority:

(1) To conduct any business in the name of or for the account of Bell.

(2) To make any proposals, promises, warranties, guaranties or representations on behalf of Bell.

(3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.

(4) To enter into contracts or commitments in the name of Bell.

(5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.

(6) To bind bell in any respect whatsoever.



(b) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revisions, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(c) Bell may from time to time, without notice, make such changes in the prices, terms and conditions of sale of the Listed Products as Bell may determine.

(d) This Agreement:

(1) Is to be governed by and construed under the laws of the State of Texas, U.S.A. Both Bell and the Representative submit hereby to the jurisdiction of the appropriate court of law in the State of Texas on any dispute involving this Agreement.

(2) If any portion of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

## 6. ASSIGNMENT, CHANGES IN OWNERSHIP AND MANAGEMENT.

(a) This Agreement and any right or obligation hereunder may not be assigned by the Representative without the prior written approval of Bell.

(b) The Representative shall advise Bell of any change in the financial interests in or management of the Representative. If, in Bell's opinion, such changes substantially affect the financial interests in or management of the Representative, Bell may terminate this Agreement by written notice, said termination to be effective not less than thirty (30) days after mailing of such notice.

## 7. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall terminate on the same day of the same month two (2) years thereafter unless previously terminated under one or more of the conditions set forth in Clause 6(b) or hereinafter.

(b) The Representative can terminate this Agreement at any time by written notice of termination to be effective upon receipt of such notice by Bell.

(c) This Agreement can be terminated by Bell by written notice for just cause, including but not limited to failure to perform, breach of any of the terms and conditions, fraud, and misrepresentation with respect to entering into and performance under this Agreement, said termination to be effective on a date specified in such notice which shall be not less than thirty (30) days after the mailing of such notice.

(d) This Agreement shall automatically terminate without notice by either party in the event of the institution of voluntary or involuntary bankruptcy proceedings by or against Bell or the Representative. For this purpose, "bankruptcy proceedings" shall mean any proceedings under the United States Bankruptcy Act or equivalent foreign law. If Representative is an individual proprietorship, death or judicial adjudication of incompetency, or if a partnership, dissolution of the partnership by death or otherwise, or if a corporation, dissolution of the corporation, shall also automatically terminate this Agreement without notice by either party.

(e) As limited by the terms of Clause 4, the Representative shall only be entitled to compensation for sales of Listed Products accepted by Bell prior to the effective date of termination.

(f) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(g) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from the manufacture of helicopters or parts, or from the loss of prospective profits, or compensation on sales or expenses incurred, or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

**8. SUCCESSION.**

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

**9. NOTICE.**

All notices required under this Agreement shall be in writing and sent by registered mail to the respective parties as follows:

To: BELL HELICOPTER COMPANY  
Division of Textron Inc.  
Post Office Box 482  
Fort Worth, Texas, U.S.A. 76101

ATTN: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement which is fully executed at Fort Worth, Texas as of the day and year first above written.

\_\_\_\_\_  
Representative

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Witness

BELL HELICOPTER COMPANY  
Division of Textron Inc.

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Witness

7811-53003 REV 1274



SCHEDULE A

(To Bell Helicopter Company Independent Representative Agreement dated \_\_\_\_\_)

LISTED PRODUCTS AND APPLICABLE COMPENSATION

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Bell Helicopter Company Independent Representative Agreement to which this Schedule is attached. The compensation payable to the Representative in accordance with Section 4(a) of such Agreement is set forth below.

Purchase Agreement for the Sale of Basic Helicopters

Listed Products

Compensation on  
Basic Helicopters

} for the sale  
of one (1) to  
five (5) helicopters

Compensation on each Purchase Agreement providing for the sale of more than five (5) helicopters shall be negotiated between the parties.

Purchase Agreement Covering Spare Parts and Accessories

Listed Products

Compensation on Spare Parts  
and Accessories

This Schedule A is effective \_\_\_\_\_

Representative \_\_\_\_\_

BELL HELICOPTER COMPANY  
Division of Textron Inc.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

7811-5583 V 1274



BELL HELICOPTER COMPANY

## Inter-Office Memorandum

18 June 1975  
1M:WWH:sso-288

Memo to: Mr. R. Caster

Copies to: Messrs. J. Atkins, D. Consolver, D. McCrary,  
D. Mitchell, C. Rudning, L. Suiter, F.  
Sylvester, H. Weichsel

Subject: Status of Dealer Commissions for Military  
Sales

Enclosures: (1) Dealer Commission Summary

Attached hereto as enclosure (1) is a complete status of  
Dealer Commissions for MAP/FMS Helicopters as of June 1975.

The Dealer Commission status for UH-1N/OH-58 Models is  
shown on page 5 of enclosure (1).

A handwritten signature in cursive script that reads "W. W. Hook".  
W. W. Hook  
Production Contracts  
Ext. #3584

MILITARY CONTRACTS

FMS AND MAP DEALER COMMISSION SUMMARY

| COUNTRY   | TYPE OF PROCUREMENT | QTY. | MODEL   | CONTRACT INSTRUMENT | DELIVERY DATE | COMMISSION CLAIMED | COMMISSION NEG. U.S. GOVERNMENT | DEALER                    | REMARKS                                 |
|-----------|---------------------|------|---------|---------------------|---------------|--------------------|---------------------------------|---------------------------|---|
| Australia | FMS                 | 8    | UH-1B   | -41900              | 1962          | 4½%                | \$ 70,993                       | Helicopter Sales (Sharpe) | 4½% Neg. - Helicopter<br>6% Neg. Spares |
|           | FMS                 | 8    | UH-1B   | -7001               | 1963          | 3½%                | 47,279                          | "                         | 3½% Neg. Helicopter<br>5% Neg. Spares   |
|           | FMS                 | 8    | UH-1B   | -10000              | 1964          | 3½%                | 42,220                          | "                         | 3½% Neg. Helicopter<br>5% Neg. Spares   |
|           | FMS                 | 3    | UH-1B   | -10000              | 1964 & 1965   | 3½%                | 19,204                          | "                         | (Navy) 3½% & 5% Spares                  |
|           | FMS                 | 3    | UH-1B   | -11111              | 1964 & 1965   | 3½%                | 17,169                          | "                         | 3½% & 5% Spares                         |
|           | FMS                 | 1    | UH-1B   | -03459              | 1966          | \$ 15,000          | 15,000                          | "                         | Paid                                    |
|           | FMS                 | 22   | UH-1D/H | -0025               | 1968          | 5,250 per A/C      | 115,500                         | "                         | Dealer Paid                             |
|           | FMS                 | 7    | UH-1H   | -0028               | 1970 June     | 6,500 per A/C      | 6,500 ea.                       | "                         | Paid                                    |
|           | FMS                 | 5    | UH-1H   | -0123               | 1973          | None               | None                            |                           |   |
| Argentina | FMS                 | 5    | UH-1H   | -0028               | 1970          | 15,000 per A/C     | 75,000 Total                    | Wollkopf                  | Paid                                    |
|           | FMS                 | 8    | UH-1H   | -0123               | 1973          | 15,000             | 120,000                         | La Macarena S.R.L.        | Paid                                    |

23-554 O - 78 - 13

191

MILITARY CONTRACTS  
FMS AND MAP DEALER COMMISSION SUMMARY

| COUNTRY            | TYPE OF<br>PROCURE-<br>MENT | QTY. | MODEL | CONTRACT<br>INSTRUMENT | DELIVERY<br>DATE | COMMISSION<br>CLAIMED             | COMMISSION<br>NEG. U.S.<br>GOVERNMENT | DEALER                        | REMARKS   |
|--------------------|-----------------------------|------|-------|------------------------|------------------|-----------------------------------|---------------------------------------|-------------------------------|---|
| Argentina          | FMS                         | 7    | UH-1H | -0200                  | 1974             | \$ 10,000                         | \$ 10,000                             | La Macarena                   | Pay Dealer  |
|                    | FMS                         | 4    | UH-1H | -0175                  | 1976             | \$ 12,000                         |                                       | La Macarena                   |   |
| Brazil             | FMS                         | 8    | UH-1H | -0319                  | 1972             | \$ 15,000<br>each                 | \$ 15,000<br>each                     | Motorvia                      | Paid 60,000<br>in Sep 72 &<br>60,000 in<br>Oct 72 |
|                    | FMS                         | 14   | UH-1H | -0200                  | 1974             | \$ 12,000                         | \$ 12,000                             | Motorvia                      | Pay Dealer  |
| Chili              | FMS                         | 4    | UH-1D | -0025                  | 1968             | \$ 15,000<br>(\$60,000)           | None                                  | S.A.C.I.<br>Silas y<br>Fabres | Paid<br>\$60,000                                  |
|                    | FMS                         | 10   | UH-1H | -0566 &<br>-0028       | 1969 &<br>1970   | \$ 10,000<br>each                 | \$100,000                             |                               | Paid  |
| Colombia           | MAP                         | 3    | UH-1B | S/A #81                | 1964             | 5% Target<br>Price                | \$ 22,458                             | Antonio<br>Angel              | Paid  |
|                    | MAP                         | 1    | UH-1B | -11111                 | 1965             | \$ 15,000                         | None                                  | "                             | Dealer<br>Paid                                    |
| Korea              | FMS                         | 5    | UH-1H | -0566                  | 1969             | \$ 15,000<br>each                 | \$ 15,000                             | United<br>Industries          | Dealer<br>Paid                                    |
|                    | MAP                         | 6    | UH-1D | -3501                  | 1967             |                                   | None                                  | "                             | Paid<br>\$20,000<br>BHC Funds                     |
| Germany -<br>Kenya | FMS                         | 2    | G3B2  | -0511                  | 1970             | \$ 20,307<br>Total                | \$ 20,307<br>Total                    | Autair                        | Dealer Paid                                       |
| Greece             | FMS                         | 10   | UH-1H | C.O. 83<br>-0566       | 1969             | \$ 10,000/<br>Ship<br>(\$100,000) | \$ 10,000                             | Avionic                       | Dealer Paid                                       |

MILITARY CONTRACTS  
FMS AND MAP DEALER COMMISSION SUMMARY

| COUNTRY     | TYPE OF<br>PROCURE-<br>MENT | QTY. | MODEL               | CONTRACT<br>INSTRUMENT | DELIVERY<br>DATE | COMMISSION<br>CLAIMED | COMMISSION<br>NEG. U.S.<br>GOVERNMENT | DEALER              | REMARKS                                 |
|-------------|-----------------------------|------|---------------------|------------------------|------------------|-----------------------|---------------------------------------|---------------------|---|
| Greece      | FMS                         | 9    | UH-1H               | -0123                  | 1973             | \$ 10,000<br>each     | \$ 10,000<br>each                     | Avionic             | Paid                                    |
| New Zealand | FMS                         | 5    | UH-1D               | C.O. 76<br>-2805       | 1966             | \$ 15,000/<br>ship    | \$ 75,000                             | Seabrook-<br>Fowlds | Dealer Paid                             |
|             | FMS                         | 9    | UH-1H               | -0028                  | 1970             | \$ 12,500/<br>Ship    | \$ 12,500/<br>Ship                    | Seabrook-<br>Fowlds | Paid                                    |
|             | FMS                         | 7    | 47G-3B2             | -0511                  | 1970             | \$ 9,000/<br>Ship     | \$ 9,000/<br>Ship                     | Seabrook-<br>Fowlds | Paid                                    |
| Norway      | FMS                         | 1    | UH-1H               | -0175                  | 1976             | None                  |                                       |                     | No Dealer                               |
|             | MAP                         | 4    | UH-1B               | S/A 26<br>-7001        | 1963             | 4½%                   | \$ 28,200                             | Scancopter          | 4½% Neg. &<br>Paid - No<br>Spares       |
|             | MAP                         | 4    | UH-1B               | -10000<br>Basic        | 1964             | 4½%                   | \$ 24,501                             |                     | 4½% Neg. &<br>Paid - No<br>Spares       |
| Peru        | MAP                         | 4    | UH-1B               | -03459                 | 1966             | \$ 60,000             | None                                  | Scancopter          | Dealer Paid<br>\$24,000                 |
|             | FMS                         | 6    | UH-1D               | C.O. 130<br>-11111     | 1965             | \$ 90,000             | \$ 72,000                             | Solar, S.A.         | Dealer Paid                             |
|             | FMS                         | 6    | 47G-3B1<br>(Th-13T) | -03561                 | 1965 &<br>1966   | 30%                   | Approx.<br>20%                        | "                   | Commission<br>Included in<br>Selling Pr |
| Spain       | FMS                         | 6    | UH-1B               | C.O. 13                | 1966             | \$ 90,000             | (\$ 10,000/<br>Ship<br>(\$ 60,000)    | Iberisa             | Dealer Paid                             |

MILITARY CONTRACTS

FMS AND MAP DEALER COMMISSION SUMMARY

| COUNTRY   | TYPE OF PROCURE-MENT | QTY. | MODEL  | CONTRACT INSTRUMENT | DELIVERY DATE | COMMISSION CLAIMED         | COMMISSION NEG. U.S. GOVERNMENT | DEALER   | REMARKS                |
|-----------|----------------------|------|--------|---------------------|---------------|----------------------------|---------------------------------|----------|------------------------|
| Spain     | FMS                  | 6    | OH-13S | -03671              | 1966          | 15%                        | Approx. \$4,000/Ship            | Iberisa  | Selling Price \$43,900 |
|           | FMS                  | 12   | UH-1H  | -0028               | 1971          | \$120,000 (\$ 10,000 each) | \$120,000                       | Iberisa  | Paid                   |
|           | FMS                  | 2    | UH-1H  | -0319               | May 1972      | \$ 10,000 each             | \$ 10,000 each                  | Iberisa  | Paid                   |
|           | FMS                  | 4    | AH-1G  | -0724               | 1972          | \$ 15,000                  | \$ 15,000 each                  | Iberisa  | Paid                   |
|           | FMS                  | 3    | UH-1H  | -0123               | Sep 1973      | \$ 10,000                  | \$ 10,000 each                  | Iberisa  | Paid                   |
|           | FMS                  | 3    | UH-1H  | -0123               | Oct 1973      | \$ 10,000                  | \$ 10,000 each                  | Iberisa  | Paid                   |
|           | FMS                  | 4    | UH-1H  | -0200               | 1974          | \$ 10,000 each             | In Process                      | Iberisa  | Pay Dealer             |
|           | FMS                  | 19   | UH-1H  | -0200               | 1974          | \$ 10,000 each             | \$ 10,000 each                  | Iberisa  | Pay Dealer             |
| Uruguay   | FMS                  | 2    | UH-1H  | C.O. 145 & 148      | 1970          | \$ 5,000 each              | \$ 5,000 each                   | Wollkopf | Paid                   |
| Venezuela | FMS                  | 4    | UH-1B  | C.O. 55 -11111      | 1964 & 1965   | \$ 60,000 (\$15,000 each)  | \$ 60,000                       | Venairco | Dealer Paid            |
|           | FMS                  | 8    | UH-1D  | C.O. 97             | 1966          | \$ 12,500/Ship (\$100,000) | \$100,000                       | Venairco | Dealer Paid            |
|           | FMS                  | 4    | UH-1D  | C.O. 143 -03501     | 1966          | \$ 12,500 (50,000)         | \$ 50,000                       | Venairco | Dealer Paid            |



MILITARY CONTRACTS  
FMS AND MAP DEALER COMMISSION SUMMARY

| COUNTRY   | TYPE OF PROCUREMENT | QTY. | MODEL  | CONTRACT INSTRUMENT | DELIVERY DATE | COMMISSION CLAIMED | COMMISSION NEG. U.S. GOVERNMENT | DEALER                            | REMARKS                 |
|-----------|---------------------|------|--------|---------------------|---------------|--------------------|---------------------------------|-----------------------------------|-------------------------|
| Venezuela | FMS                 | 3    | UH-1H  | -0175               | 1976          | \$ 12,000          |                                 |                                   |                         |
| Mexico    | Justice Dept.       | 4    | UH-1N  | C-1041              | 1974          | None               | None                            | CIA Mexicana de Aero Planos, S.A. | No Commission Grant Aid |
| Morocco   | FMS                 | 2    | 212    | -0423               | 1973          | In Price           |                                 | Maghreb Aviation                  | 6% of Sale Price        |
| Thailand  | FMS                 | 2    | UH-1N  | -0155               | 1975          | \$ 25,000          | \$ 25,000                       | Heli Orient (PTE)                 | Pay at time of Delivery |
| Tunisia   | FMS                 | 2    | UH-1N  | -0220               | 1975          | None               |                                 | No Dealer                         |                         |
| Spain     | FMS                 | 12   | OH-58B | -0937               | 1975          | \$ 7,500           | \$ 7,500                        | Iberisa                           | Pay Dealer              |

Page 5 of 6

COMMISSIONS WILL NOT BE PAID ON THE FOLLOWING

| <u>COUNTRY</u> | <u>TYPE OF PROCUREMENT</u> | <u>QUANTITY</u> | <u>MODEL</u> | <u>CONTRACT</u> | <u>DELIVERY DATE</u> | <u>PROPOSED</u> | <u>REMARKS</u>        |
|----------------|----------------------------|-----------------|--------------|-----------------|----------------------|-----------------|-----------------------|
| Austria        | FMS                        | 12              | OH-58B       | -0937           | 1975                 | None            | Dealer not Authorized |
| New Zealand    | FMS                        |                 | UH-1H        | -0175           | 1976                 | None            | No Dealer             |

Page 6 of 6



## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made **June 15, 1970**, between BELL HELICOPTER COMPANY,  
Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

**Air Taxi Company** of **Mahabad Airport**  
**Tehran, Iran**

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in **Iran**

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

(a) To use his best efforts --

- (1) To promote the reputation and the sale of the Listed Products in the Territory.
- (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
- (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.

(b) To furnish necessary technical advice and product support to customers including:

- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
- (2) Assist in and/or conduct demonstrations of Listed Products.
- (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
- (4) Serve in a liaison capacity between the customers and Bell.
- (5) Assist the customer in spare parts support for the Listed Products.

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated in the Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to an local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant-in-aid deliveries), and

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant-in-aid deliveries), and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

##### 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority —

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

##### 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered in person or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:

(1) Death or incapacity of the Representative.

(2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.

(3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

7. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

|                           |                          |
|---------------------------|--------------------------|
| _____                     | BELL HELICOPTER COMPANY  |
| ATKINS COMPANY            | Division of Textron Inc. |
| Representative            |                          |
| By _____                  | By _____                 |
| Ali. Sangarali            |                          |
| (Title) Managing Director | (Title)                  |
| _____                     | _____                    |
| Witness K. Isanzad        | Witness                  |



SCHEDULE A

(To Manufacturer's Foreign Representative Agreement Dated 6-15-70)

LISTED PRODUCTS AND APPLICABLE COMMISSIONS

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Manufacturer's Foreign Representative Agreement to which this Schedule is attached. The commissions payable to the Representative in accordance with Section 4(a) of such Agreement are set forth below.

Standard Export Purchase Agreements Covering One (1) to Five (5) Helicopters:

| <u>Listed Products</u> | <u>Commission on Basic Helicopters</u> |
|------------------------|--|
| 47 Series              | 7.5%                                   |
| 205A                   | 4.0%                                   |
| 206A                   | 7.5%                                   |
| UH-1, OH-13, AH-1G     | To be negotiated                       |

Standard Export Purchase Agreements Covering More Than Five (5) Helicopters:

| <u>Listed Products</u>        | <u>Commission</u> |
|-------------------------------|-------------------|
| Same products as listed above | To be Negotiated  |

Standard Export Purchase Agreements Covering Spare Parts and Accessories:

| <u>Listed Products</u>   | <u>Commission on Spare Parts and Accessories</u> |
|--|--|
| Spare Parts & Accessories applicable to products listed above  | 10%  |
| Dry and Wet Chemical Applicators, Nozzles and Related Engine and Airframe Parts required for Applicator Installation | 10%  |
| Engines and Engine Parts other than associated with applicator installation and accessories                          | To be negotiated                                 |
| Special Equipment  | To be negotiated                                 |

This Schedule A revision is effective 15 June 1970

|   |  |
|---|--|
| <p><u>AIR TAXI COMPANY</u><br/>                 Representative <u>[Signature]</u><br/>                 By <u>[Signature]</u><br/>                 (Title) <u>A. I. Zarogish</u><br/> <u>Managing Director</u></p> | <p><u>BELL HELICOPTER COMPANY</u><br/>                 Division of Textron Inc.<br/>                 By <u>[Signature]</u><br/>                 (Title) <u>Authorized Representative</u></p> |
|---|--|

(b) CONFIDENTIAL - OTHER COMPANY

MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
 AMENDMENT NO.1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airpor Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th Day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 151 | Model 206A/OH-58A |
| 83  | Model 205A/OH-1   |
| 244 | Model 209/44-1J   |
| 211 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training, or data

2. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of any or all of the Listed Products.



Page No. 2

- B. Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.
- E. This Amendment shall become effective on April 1, 1972, and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

(b) BELL HELICOPTER COMPANY

Page No. 3

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

\_\_\_\_\_  
*[Signature]*  
By A.H. Zangeneh

\_\_\_\_\_  
BELL HELICOPTER COMPANY  
*[Signature]*  
\_\_\_\_\_  
C. R. Ruding

(Title) Managing Director

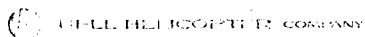
(Title) Authorized Representative

Witness Khalil Iranzad

Witness *[Signature]*  
\_\_\_\_\_  
Witness

Date April 1 1972

Date \_\_\_\_\_



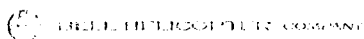
## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

## AMENDMENT NO. 2

This Amendment Number 2 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970, and superseding and replacing Amendment No. 1 to the said agreement which was effective as of April 1, 1972. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 2 shall supersede and replace Amendment No. 1 referred to above, and shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell or the U. S. Government of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products or performance of services, but shall not include the sales price of any Bell product manufactured in Iran,

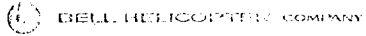


or any services in connection with any contract for the maintenance or overhaul of any Bell product in Iran. The products and services covered by this Amendment (Listed Products and Services) consist of Bell Helicopters:

Model 206A/OH-58A  
 Model 205A/OH-1  
 Model 209/AH-1J  
 Model 214

and related spare parts, accessories,  
 equipment, tooling, services, training  
 or data

- A. As provided in Paragraph D hereof, Bell will pay to the Representative a commission of 2.5% of the price of any Listed Product or Service sold to the Imperial Iranian Government by Bell under any contract executed between Bell and the Imperial Iranian Government for the sale of any Listed Product or Service.
- B. As provided in Paragraph D hereof, Bell will pay to the Representative a commission of 1% of the price of any Listed Product or Service sold by Bell under any contract Bell receives from the U. S. Government after the date of this agreement and which identifies the said Product or Service



as being ordered for the Imperial Iranian Government and resulting from a contract between the U. S. Government and the Imperial Iranian Government.

- C. In no event shall any commission be paid by Bell with respect to any listed Product or Service sold by the U. S. Government to the Imperial Iranian Government from U. S. Government inventory or from deliveries required from Bell under U. S. Government contracts and not identified as being ordered for the Imperial Iranian Government.
- D. The applicable commission under either Paragraph A or Paragraph B shall become payable quarterly to the Representative upon delivery of the Listed Product or Service, and receipt by Bell of payment therefor. In the event Bell obtains progress or advance payments from either the U. S. Government or from the Imperial Iranian Government for the Listed Product or Service contracted for, Bell shall pay quarterly to the Representative as advance commission, 1% or 2.5%, as the case may be, of these



- 4 -

progress or advance payments received.

Upon receipt of final payment from the U. S. Government or the Imperial Iranian Government, as the case may be, the unpaid balance of the commission owing to the Representative shall be paid.

- E. This Amendment shall become effective on April 1, 1972, and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged, provided however that the said basic agreement shall not apply to any Bell product manufactured in Iran or any services in connection with any contract for the overhaul or maintenance of any Bell product in Iran, provided further that the commission, if any, with respect to any such product or service shall be negotiated separately.



- 5 -

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rudning*  
C. R. Rudning  
(Title) Vice President,  
Program Management

*A. H. Zanganeh*  
By *A. H. Zanganeh*  
A. H. Zanganeh  
(Title) Chairman & Managing  
Director

Witness *Maunad Gamaal*  
Date *1st October 1971*

Witness *[Signature]*  
Date *1st October 1971*

## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

## AMENDMENT NO. 3

This Amendment Number 3 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, a Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of: (1) amending and defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970 by amending paragraph 4 thereof, and (2) superseding, replacing and cancelling Amendments No. 1 and 2 to the said agreement which were effective 1 April 1972 and 14 October 1972, respectively.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment No. 3 shall cancel, supersede and replace Amendments No. 1 and 2 referred to above and, that this Amendment No. 3 is the sole and exclusive agreement between the parties applicable to the sale by Bell and the U. S. Government of Bell products and services to the Imperial Iranian Government. In all other respects, except for the changes to the agreement set forth below as paragraph B, the agreement of 15 June 1970 shall remain unchanged and in full force and effect.



A. In recognition of all past services and expenses rendered and incurred by Representative to assist Bell under the agreement of 15 June 1970, and Amendments No. 1 and 2 thereof, and in consideration of the agreements evidenced by this Amendment No. 3, and particularly the provisions of paragraph C. hereof, Bell has paid and will pay the amounts specified below in accordance with the following schedule, and such amounts are agreed to constitute full payment for all amounts in any way due to Representative for all sales of supplies or services made by Bell or Bell Helicopter International, Inc., either directly or through the U.S. Government, prior to 29 June 1973, and Representative releases Bell from all such claims in any way arising.

|              |             |
|--------------|-------------|
| 29 June 1973 | \$1,000,000 |
| 1 July 1974  | \$1,000,000 |
| 1 July 1975  | \$ 950,000  |

B. The parties agree that paragraph 4, entitled Commissions Payable to the Representative, contained within the Representative Agreement is hereby amended to provide that Bell shall not pay any additional amounts or commissions on past or future sales of any product or service made directly by Bell, or through the U. S. Government, for use of the Armed Forces of Iran, nor sales to the Military Industrial Organization (MIO) or the Iran Helicopter Industries (IHI).

C. Air Taxi agrees, in consideration of the payments specified in paragraph A. to continue to provide assistance and support to Bell Helicopter Company and Bell Helicopter International in Iran, in performance of contracts executed prior to the effective date hereof, directly with Iran and through the U. S. Government for

-3-

supplies and services until all such contracts are completely performed.

D. In the event the present program, which calls for delivery of 489 helicopters to Iran by Bell Helicopter Company, is reduced for any reason, the compensation specified in paragraph A. will be reduced by \$3,000.00 for each helicopter less than 489 which is not delivered to Iran.

E. This amendment shall become effective on this 29 June 1973 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970, and shall be attached to the agreement of 15 June 1970 as therein provided in paragraph 5(c).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 29 June 1973.

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rudning*  
C. R. Rudning

(Title) Vice-President  
Program Management

Witness *M. S. McCarry*

Date 1973 JUN 29

By *A. H. Zanganeh*  
A. H. Zanganeh

(Title) Chairman & Managing  
Director

Witness *Patricia Butler*

Date 6-29-73

State of Acknowledgment of Execution of an Instrument

|                             |
|-----------------------------|
| REPUBLIC OF IRAN            |
| DISTRICT AND CITY OF TEHRAN |
| BY OF THE UNITED STATES     |
| AMERICA                     |

George P. Fourier Vice Consul

United States of America at Tehran Iran

Commissioned and qualified, do hereby certify that on this 21

May, 1973 before me personally appeared

A.H. Zanganeh & Mr. A. Chafik

Mr. F. Eshoo

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

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

George P. Fourier

Vice Consul of the United States of America.

Notwithstanding wherever practicable all signatures to a document should be included in one certificate.

O-9521

Compensations and to make any decision concerning the

1 of 2...

6  
**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
 Tel. 668992  
 661967

Telex 2575

Cable TEHRAN AIR TAXI

Date.....

No.....

Yr. Ref. ....



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
 تلفن: ۶۶۸۹۹۲  
 ۶۶۱۹۶۷

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ.....

شماره.....

RESOLUTION OF THE BOARD OF DIRECTORS

A meeting of the Board of Directors of Air Taxi Company, a Private Joint Stock Company, registered and formed in Iran on April 19, 1958, under number 4665 of the Company Registrar's Office (The Company) was held on January 6th, 1973, at the main office of the Company and a valid quorum being present, the following decisions were unanimously adopted:

1. Mr. A. H. Zanganeh (Mr. Zanganeh) a national of the Kingdom of Iran, resident of Tehran, Elahiyeh, No. 65 Khosrovani St., was appointed as the lawful attorney of the Company with full powers of delegation and substitution, and with the broadest powers to take any action in the name of and on behalf of the Company required or deemed advisable to protect and safeguard the interests of the Company.
2. The said Mr. Zanganeh shall have the power to represent the Company in all matters related to any past, present or future relationships or agreements with Bell Helicopter Company, Fort Worth, Texas, U.S.A. and for this purpose said Mr. Zanganeh shall have complete powers to negotiate, amend, modify or cancel the present Manufacturer's Foreign Representative Agreement and/or any amendments thereto and to collect any sums due to the Company and/or to settle any issue of Commissions and Compensations and to make any decision concerning the

A. Q. 1 of 2...

A. 278

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date.....

No.....

Yr. Ref. ....



**شرکت هوایی آرتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
تلفن ۶۶۸۹۹۲ }  
۶۶۱۹۶۷ }

تلکس ۲۵۷۵

تلگرافی : تهران آرتاکسی

تاریخ.....

شماره.....

Page 2 of 2

method/mode of any payments, transfer of funds, etc.

3. The said Mr. Zanganeh shall further have the power to enter into and sign on behalf of the Company any agreements with the said Bell Helicopter Company concerning any matter he may deem advisable.

IN WITNESS WHEREOF the Air Taxi Company has caused its corporate name to be subscribed hereto by its members of the Board of Directors, and shareholders of 100% of its shares, and its corporate seal has been affixed thereon.

Signed by:

A. H. ZANGANEH  
Chairman

2.   
A. CHAFIQ  
Director

3.   
F. ESHOO  
Director



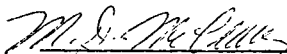
CORPORATE SEAL

AFFIDAVIT

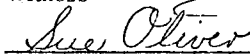
June 29, 1973

I, Mr. A. H. Zanganeh, Managing Director of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the first payment of \$1,000,000.00 set forth in the agreement made this date between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the first payment conditions due June 29, 1973 of the agreement made this date, and I accordingly acknowledge receipt of this payment.

  
\_\_\_\_\_

Witness

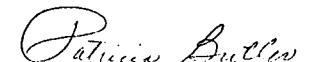
  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

A. H. Zanganeh  
Managing Director  
Air Taxi Company

SWORN AND SUBSCRIBED BEFORE ME ON THIS 29TH DAY OF JUNE 1973, NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS. MY COMMISSION EXPIRES JUNE 1, 1975.

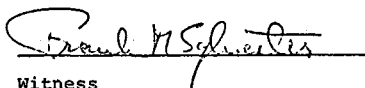
  
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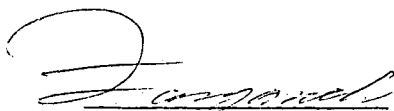
June 28, 1974

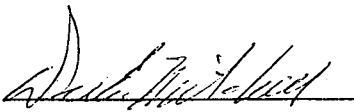
AFFIDAVIT

I, Mr. A. H. Zanganeh, Managing Director of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

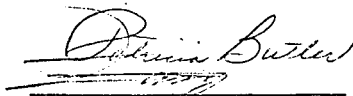
I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the second payment of \$1,000,000.00 set forth in the agreement made June 29, 1973 between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the second payment conditions due July 1, 1974 of the agreement made June 29, 1973, and I accordingly acknowledge receipt of this payment

  
 Witness

  
 Mr. A. H. Zanganeh  
 Managing Director  
 Air Taxi Company

  
 Witness

SWORN AND SUBSCRIBED BEFORE ME ON THIS 28TH DAY OF JUNE 1974, NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS. MY COMMISSION EXPIRES JUNE 1, 1975.

  
 Notary Public



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A Textron COMPANY

9 May 1973  
1M:MDM:jc-268

**Subject:** Contracts DAAJ01-73-C-0248 and DAAJ01-73-C-0300,  
Definitization Thereof

**To:** Department of the Army  
U. S. Army Aviation Systems Command  
P. O. Box 209  
St. Louis, Missouri 63166

**Attention:** Contracting Officer  
AMSAV-PPPUU/J. R. Kurtz  
AMSAV-PPPUA/E. Hansell

**Enclosures:** (1) Contingent Fee Statement, Standard Form 119  
(2) BHC Foreign Sales Representative Agreement  
with Air Taxi Company dated 27 August 1959  
(3) BHC Manufacturer's Foreign Representative  
Agreement with Air Taxi Company dated 1 April  
1968  
(4) BHC Manufacturer's Foreign Representative  
Agreement with Air Taxi Company dated 15 June  
1970  
(5) Amendment No. 1 to Enclosure 4  
(6) Amendment No. 2 to Enclosure 4

1. In accordance with the requirements of our contract, and as contemplated by our proposals for the definitization of the subject contracts, submitted herewith as enclosure (1) is a completed standard Form 119 entitled "Contractor's Statement of Contingent or Other Fees". Also attached as enclosures (2) through (6) are the various agreements Bell has entered into with our representative, Air Taxi Company.

2. Air Taxi has been a very responsive and responsible Foreign Representative for us and has significantly contributed to the successful sales efforts for our U. S. manufactured products in Iran. However, due to the magnitude of the program which has resulted, we are conducting further negotiations with Air Taxi with the intent of reducing the total commission which they will receive. These negotiations have not been concluded and it is not possible to accurately predict their outcome.





Page Two.

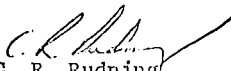
9 May 1973  
1M:MDM:jc-268

3. We recognize that this matter should be resolved for the purposes of the definitizing of the subject contracts, therefore, the forthcoming amendments to our definitive proposals will contain a commission of \$1000 per helicopter and a proposed clause limiting the commission to that amount and providing for reduction to a lesser sum per helicopter if we do so negotiate subsequently with Air Taxi.

4. We consider the commission agreement between Bell and Air Taxi to be confidential information. We, therefore, request that this matter be handled in a confidential nature and that the enclosures to this letter not be reproduced.

5. A file of significant correspondence between Bell and Air Taxi relating to this program is available for review by the Contracting Officer or his representative.


BELL HELICOPTER COMPANY

  
G. R. Rudning  
Vice President  
Program Management



BELL  
HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A  COMPANY

7 September 1973  
IM:MDM:nc-078

Subject: Contracts DAA101-73-C-0248 and DAA101-73-C-0300, Dealer's Agreement Amendment No. 3

To: Headquarters  
U. S. Army Aviation Systems Command  
P. O. Box 209  
St. Louis, MO 63166

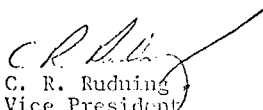
Attention: AMSAV-PPPU/Mr. Joseph A. Murray

Reference: (a) BHC Letter IM:MDM:jc-268 dtd 9 May 1973

Enclosure: (1) Amendment No. 3 to Manufacturer's Foreign Representative Agreement

1. By reference (a) Bell provided to the Contracting Officers the various agreements Bell had entered into with our representative, Air Taxi Company, Teheran, Iran.
2. Subsequently, we concluded with Air Taxi the further negotiations contemplated in paragraph 2 of reference (a). Amendment No. 3 to the Air Taxi agreement reflects the results of those negotiations. In order that you may have a complete file on this matter, we are providing as enclosure (1) a copy of Amendment No. 3.
3. This amendment is provided to the Contracting Officer under the same conditions as the original agreement and amendments were provided, i.e. we request the data be handled in a confidential nature and not be reproduced.

BELL HELICOPTER COMPANY

  
C. R. Rudning  
Vice President  
Program Management

MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO. 3

This Amendment Number 3 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, a Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of: (1) amending and defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970 by amending paragraph 4 thereof, and (2) superseding, replacing and cancelling Amendments No. 1 and 2 to the said agreement which were effective 1 April 1972 and 14 October 1972, respectively.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment No. 3 shall cancel, supersede and replace Amendments No. 1 and 2 referred to above and, that this Amendment No. 3 is the sole and exclusive agreement between the parties applicable to the sale by Bell and the U. S. Government of Bell products and services to the Imperial Iranian Government. In all other respects, except for the changes to the agreement set forth below as paragraph B, the agreement of 15 June 1970 shall remain unchanged and in full force and effect.

Enclosure (1) to BHC Letter IM:MDM:as-078 dtd 7 September 1973  
Page 1 of 3

A. In recognition of all past services and expenses rendered and incurred by Representative to assist Bell under the agreement of 15 June 1970, and Amendments No. 1 and 2 thereof, and in consideration of the agreements evidenced by this Amendment No. 3, and particularly the provisions of paragraph C. hereof, Bell has paid and will pay the amounts specified below in accordance with the following schedule, and such amounts are agreed to constitute full payment for all amounts in any way due to Representative for all sales of supplies or services made by Bell or Bell Helicopter International, Inc., either directly or through the U.S. Government, prior to 29 June 1973, and Representative releases Bell from all such claims in any way arising.

|              |             |
|--------------|-------------|
| 29 June 1973 | \$1,000,000 |
| 1 July 1974  | \$1,000,000 |
| 1 July 1975  | \$ 950,000  |

B. The parties agree that paragraph 4, entitled Commissions Payable to the Representative, contained within the Representative Agreement is hereby amended to provide that Bell shall not pay any additional amounts or commissions on past or future sales of any product or service made directly by Bell, or through the U. S. Government, for use of the Armed Forces of Iran, nor sales to the Military Industrial Organization (MIO) or the Iran Helicopter Industries (IHI).

C. Air Taxi agrees, in consideration of the payments specified in paragraph A. to continue to provide assistance and support to Bell Helicopter Company and Bell Helicopter International in Iran, in performance of contracts executed prior to the effective date hereof, directly with Iran and through the U. S. Government for Enclosure (1) to BHC Letter IM:MEI:as-078 dtd 7 September 1973

supplies and services until all such contracts are completely performed.

D. In the event the present program, which calls for delivery of 489 helicopters to Iran by Bell Helicopter Company, is reduced for any reason, the compensation specified in paragraph A. will be reduced by \$3,000.00 for each helicopter less than 489 which is not delivered to Iran.

E. This amendment shall become effective on this 29 June 1973 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970, and shall be attached to the agreement of 15 June 1970 as therein provided in paragraph 5(c).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 29 June 1973.

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rudning*  
C. R. Rudning

(Title) Vice-President  
Program Management

Witness *M. S. McCall*

Date 1973 JUN 29

By *A. H. Zanganeh*  
A. H. Zanganeh

(Title) Chairman & Managing  
Director

Witness *Patricia Butler*

Date 6-29-73

Enclosure (1) to BHC Letter IM:MEM:as-073 dtd 7 September 1973

GENERAL FORM 119  
 FEBRUARY 1952  
 GSA FPMR (41 CFR) 101-11.6

**CONTRACTOR'S STATEMENT  
 OF CONTINGENT OR OTHER FEES<sup>1</sup>**  
 FOR SOLICITING OR SECURING, OR RESULTING FROM AWARD OF, CONTRACT

INVITATION NO.

119-103

CONTRACT NO.

DAAJ01-73-C-0300 (2B)

NAME OF GOVERNMENT PURCHASING OFFICE

U. S. Army AVSCOM

The following information is furnished by the undersigned contractor<sup>2</sup> concerning any company or person employed or retained to solicit or secure the above identified contract, or concerning any company or person to whom the contractor has paid or agreed to pay any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of that contract.

1. FULL NAME AND BUSINESS ADDRESS OF SUCH COMPANY OR PERSON (if more than one, identify all) AND INDICATE WHETHER CORPORATION, PARTNERSHIP, INDIVIDUAL, ETC.

Air Taxi Company (Corporation)  
 Mehrabad Airport  
 Teheran, Iran

2. NATURE OF RELATIONSHIP TO CONTRACTOR OF THE COMPANY OR PERSON LISTED UNDER ITEM 1, THAT IS, WHETHER SUCH COMPANY OR PERSON IS A SALES AGENT OR REPRESENTATIVE, EMPLOYEE, CORPORATE OFFICER OR PRINCIPAL, OR OTHER RELATIONSHIP.

Foreign Representative and Dealer in Iran for all models of helicopters, spare parts and components.

3. IF THERE IS A WRITTEN CONTRACT OR AGREEMENT COVERING SUCH RELATIONSHIP, ATTACH A COPY. IF NOT IN WRITING, STATE IN DETAIL THE TERMS OF SUCH ARRANGEMENT, INCLUDING THE AMOUNT AND METHOD OF COMPUTATION OF COMPENSATION AND EXPENSES:

See attached: "Manufacturer's Foreign Representative Agreement" and amendments thereto.

CONTINUE ON OTHER SIDE

This form is prescribed by General Services Administration for use as part of the procedure concerning the "Covenant Against Contingent Fees." See General Services Administration Regulations, 41 (CFR) 1-1.507, 101-45.313, and 101-47.315. Used throughout this form, the term "contractor" includes "bidder."

If additional space is required, attach separate sheet which must also be signed

3. IS THIS PERSON AN EMPLOYEE?

A. SPECIFY THE DURATION (PERIOD) OF EMPLOYMENT:

N/A

B. IS SUCH PERSON ON THE CONTRACTOR'S PAYROLL FOR PURPOSES OF SOCIAL SECURITY AND FEDERAL INCOME TAX WITHHOLDING?  YES  NO

N/A

C. IS SUCH PERSON EMPLOYED BY OR DOES HE REPRESENT ANY OTHER CONCERNS?  YES  NO  
 IF ANSWER IS "YES," STATE NAMES AND ADDRESSES OF SUCH CONCERNS AND IN WHAT CAPACITY:

N/A

4. DOES THE COMPANY OR PERSON LISTED UNDER ITEM 1 REPRESENT THE CONTRACTOR

A. WITH RESPECT TO BOTH COMMERCIAL AND GOVERNMENT BUSINESS?  YES  NO

B. WITH RESPECT TO GOVERNMENT BUSINESS ONLY?  YES  NO

C. SOLELY WITH RESPECT TO THIS CONTRACT?  YES  NO

D. WITH RESPECT TO CONTRACTS OF PARTICULAR GOVERNMENT PROCUREMENT OFFICES?  YES  NO

IF ANSWER IS "YES," SPECIFY THE OFFICES:

5A. WITH RESPECT TO THIS CONTRACT, ARE THE OFFICES OF THE COMPANY OR PERSON LISTED UNDER ITEM 1 CONFINED TO SOLICITING, OBTAINING, OR ASSISTING IN OBTAINING THE CONTRACT?  YES  NO

B. IF ANSWER INCLUDES OTHER SERVICES, SPECIFY SUCH SERVICES:

- 1) Sell of Contractor's products in Iran.
- 2) Provide technical assistance relative to Contractor's products.

6. IS IT THE CONTRACTOR'S REGULAR PRACTICE TO HAVE AN ARRANGEMENT OF THE TYPE SPECIFIED HEREIN?  YES  NO

7. WITH RESPECT TO THE COMPANY OR PERSON SPECIFIED UNDER ITEM 1, STATE:

A. WHETHER SUCH COMPANY OR PERSON HAS BEEN ENGAGED IN THIS TYPE OF WORK (i. e., sales representative, etc.):

Since 15 June 1970

B. HOW LONG SUCH COMPANY OR PERSON HAS PERFORMED THIS TYPE OF WORK FOR THE CONTRACTOR:

|   |   |       |      |
|---|---|-------|------|
| U. S. Code, Title 18 (Crimes and Criminal Procedure) Section 1001 makes it a criminal offense to make a willfully false statement or representation herein. | CONTRACTOR<br><br>BY <i>(to be signed only by authorized principal, such as corporate officer, of contractor, i. e., may not be signed by sales agent, etc.)</i><br><br><table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 70%;">TITLE</td> <td style="border: none; width: 30%;">DATE</td> </tr> </table> ADDRESS OF CONTRACTOR | TITLE | DATE |
| TITLE   | DATE  |       |      |

If additional space is required, attach separate sheet which must also be signed

FD-302 (Rev. 5-22-64)

TJB

DEC 1 1977

MEMORANDUM FOR THE DIRECTOR, FEDERAL RESERVE BANK OF ST. LOUIS  
SUBJECT: AGENT'S FEES AND COMMISSIONS (PARTIAL)

The recent increase in dollar value of FIB and the criticism of this major FIB customer of the amount of fees or commissions paid by agents have highlighted potential problems which should be kept in mind by the contracting officer. One particular concern are instances where, because of the very high value of FIB contracts involved, the percentage of first commission rate can result in an excessive fee compared to the benefit of the agent's activity.

Policies in 15-705.3 state that prices of finished goods contracts for an item are substantially applicable to FIB contracts for the same item and that costs of doing business and foreign payment are considered in pricing FIB contracts. 15-705.3 and 15-705.3(b) are consistent with foreign government and agent's fees/commissions for sales.

The following policy guidance is provided to supplement 15-705.3 in determining the applicability and reasonableness of agent's fees/commissions:

a. When a contracting officer is requested to obtain price and availability data from a contractor to support the tendering of a letter of offer, he shall require the contractor to identify the amount of the agent's fees/commission or unusual costs of doing business with a foreign government. The contractor shall also be required to identify any unusual provisions or requested AFTR deviations (e.g. special termination clauses or non-standard progress payment schedule), that may be proposed for the contract which could affect the price quoted.

b. In negotiating contracts for FIB items where the contractor has included costs for agent's fees/commissions, the contracting officer shall:

(i) Require the contractor to submit a "Contractor's Statement of Contingent or Other Fees" (SF 119).

(ii) Determine under 1-302 whether a "bona fide" agency relationship exists. (In accordance with 15-205.37(c), agent's fees/commissions are allowable only when paid to bona fide employees or bona fide established commission or selling agencies maintained by the contractor for the purpose of securing business.)

c. Even though a bona fide agency relationship is determined to exist, the agent's fees/commission will only be allowed to the extent reasonable. The basic test of reasonableness is an assessment of the services provided compared to the amount of the fee. A contractor should be paid only the proposed fee/commission with recent payment for comparable services under non-FIB commercial sales of the same or similar items, or agent's fees/commissions allowed on previous FIB sales of comparable scope and dollar amounts. Consideration should be given to whether the sale is the initial or follow-on sale because the effort for follow-on sales of additional quantities, spares and support equipment would not normally be as great as the effort for the initial sale. Agent's fees/commissions are prohibited for follow-on spares provided under L D Supply Support Arrangements.

d. If the contracting officer cannot establish reasonableness of proposed agent's fees/commissions based on the price comparison procedure above, the contractor shall be requested to provide a DD Form 200, a cost breakdown of the amount of any agent's fees/commissions requested for the contract.

e. The general principle is that a proposed fee/commission is reasonable if it is commensurate with the services provided.

15-705.3  
15-705.3(b)  
15-705.3(c)  
15-705.3(d)  
15-705.3(e)  
15-705.3(f)  
15-705.3(g)  
15-705.3(h)  
15-705.3(i)  
15-705.3(j)  
15-705.3(k)  
15-705.3(l)  
15-705.3(m)  
15-705.3(n)  
15-705.3(o)  
15-705.3(p)  
15-705.3(q)  
15-705.3(r)  
15-705.3(s)  
15-705.3(t)  
15-705.3(u)  
15-705.3(v)  
15-705.3(w)  
15-705.3(x)  
15-705.3(y)  
15-705.3(z)



DPC #117-1, 25 MAR. 1974

ITEM X - FOREIGN MILITARY SALES TO IRAN (Formerly Item IV of DPC #117)

One of the following provisions shall be included in all contracts for FMS requirements of the Government of Iran unless the agent's fee/commission has been identified and payment therefor approved by the Government of Iran before contract award:

a. For firm fixed price contracts or fixed price contracts with escalation:

"The Contractor certifies that the contract price does not include any direct or indirect costs of agent's fees/commissions for contractor or the agents involved in Foreign Military Sales to the Government of Iran."

b. All other types of contracts:

"Notwithstanding any other provision of this contract, any direct or indirect costs of agent's fees/commissions for contractor sales agents involved in Foreign Military Sales to the Government of Iran shall be considered as an unallowable item of cost under this contract."

\*\*\*\*\*

ITEM XI - JEWEL BEARING PRICE LIST (Formerly Item IV of DPC #117)

The following new price list for jewel bearings manufactured by the William Langer Jewel Plant, was effective 1 September 1973. It should be substituted for the published pages on 11, 12, 13 and 14 of DPC #1, which is hereby canceled. In addition the following action is required. 7-104.37 - Revise the date for the "Required Source for Jewel Bearings" clause to (1973 NOV) and in paragraph (a) of the clause delete "dated March 25, 1971" and insert "effective September 1, 1973".

6:40

JULY 1974

## FOREIGN PURCHASES

the prospective source and such request shall state that it is for the procurement for the purpose of Foreign Military Sales and shall include the following:

## 6-705.3 Pricing Procedures for Foreign Military Sales.

(a) When the Department of Defense undertakes procurement for sale to a foreign country which has committed itself to bear the cost of the procurement, the Department of Defense assumes responsibility to see to it that no more than a fair price is paid for the procurement. Accordingly, Foreign Military Sales contracts shall be priced on the same principles and with the same care as are used in pricing normal Defense contracts. But this does not mean that prices of normal Defense contracts for an item are automatically applicable to Foreign Military Sales contracts for the same item. On the contrary, application to Foreign Military Sales contracts of the pricing principles established by Section IV, Part 8, and Section XV may require pricing results that differ from normal Defense contract prices for the same item because certain kinds of costs may reasonably and allocably arise in different amounts for the former than for the latter.

(b) If the contractor has made sales of an item to foreign customers under comparable conditions including quantity and delivery, the price of such sales generally should be used as a guide in pricing Foreign Military Sales contracts for the same or similar items, subject to price analysis under the provisions of Section III, Part 8. Cost analysis should be used only if required by Section III, Part 8.

(c) In pricing Foreign Military Sales contracts where non-U.S. Government prices, as described in (b) above, do not exist, recognition should be given to costs of doing business with a foreign government (even though the form of the transaction is a Defense procurement for the purpose of Foreign Military Sales) whenever comparable costs of doing business with the United States would be recognized in pricing normal Defense contracts. Thus, recognition should be given to reasonable and allocable costs even though they might not be recognized in the same amounts in pricing normal Defense contracts. Examples of such costs include, but are not limited to, the following: selling costs, including maintenance of international sales and service organizations and sales commissions and fees (except as limited by 15-201.7(c)); product support and post-delivery service costs; costs of translating technical manuals and comparable material; and costs that are the subject of advance understanding, in accordance with 15-107, where the advance understanding places a limit on the amounts of a cost that will be recognized in Defense contract pricing and the understanding contemplated that it will apply only to normal Defense contracts (as distinguished from Foreign Military Sales contracts). On the other hand, kinds of costs that are not allowable under Section XV (e.g., entertainment costs) are not allowable in pricing Foreign Military Sales contracts.

(d) In the event that a diplomatic or executive agreement between the United States and a foreign government, for the sale, co-production or cooperative logistic support of a specifically defined weapon system, major end item or support item, contains language in conflict with (a), (b) or (c) above, the language of the diplomatic or executive agreement shall prevail. Current information on such agreements may be obtained from the appropriate Military Department address specified in 6-705.2(a)(2).

6-705.4 Recovery of Nonrecurring Costs. See 4-102 and 7-10.104(a).

6-705.5

1. MIDDLETOWN BRANCH, FEDERAL RESERVE BANK OF ST. LOUIS

## FOREIGN PURCHASES

*Foreign Sole Source Jurisdiction.* When the Foreign Military Sales statute requires that a product be obtained from a particular firm, the authority of 10 U.S.C. 2307(a)(10) may be cited as contemplated by 3-210.2(xviii) and no additional justification is required for purchases on a sole source basis if required.

*2-7.2.2. Limitation of Liability.* In procurements for foreign military sales (FS) the foreign purchaser shall be advised that the appropriate *Limitation of Liability* clause(s) (see 1-330) are included in the FMS contract (see condition 1 of the DD Form 1513). If the foreign customer does not agree to assume the risk of loss of or damage to its property as provided in the clause(s) and objects to the inclusion of such clause(s) in the sales agreement, the contractor shall be advised. The costs of necessary insurance, if any, to be obtained by the contractor to cover the risk of loss or damage to property of the foreign purchaser, including the contract item(s), shall be considered in establishing the FMS contract price of such items.

1-78316

UNITED STATES GOVERNMENT PRINTING OFFICE: 1978

6:40

1 July 1971

## FOREIGN PURCHASES

the prospective source and such request shall state that it is for information for the purpose of Foreign Military Sales and shall identify the customer.

## 6-705.2 Pricing Procedures for Foreign Military Sales.

(a) When the Department of Defense undertakes procurement for sale to a foreign country which has committed itself to bear the cost of the procurement, the Department of Defense assumes responsibility to see to it that no more than a fair price is paid for the procurement. Accordingly, Foreign Military Sales contracts shall be priced on the same principles and with the same care as are used in pricing normal Defense contracts. But this does not mean that prices of normal Defense contracts for an item are automatically applicable to Foreign Military Sales contracts for the same item. On the contrary, application to Foreign Military Sales contracts of the pricing principles established by Section III, Part 8, and Section XV may require pricing results that differ from normal Defense contract prices for the same item because certain kinds of costs may reasonably and allocably arise in different amounts for the former than for the latter.

(b) If the contractor has made sales of an item to foreign customers under comparable conditions including quantity and delivery, the price of such sales generally should be used as a guide in pricing Foreign Military Sales contracts for the same or similar items, subject to price analysis under the provisions of Section III, Part 8. Cost analysis should be used only if required by Section III, Part 8.

(c) In pricing Foreign Military Sales contracts where non-U.S. Government prices, as described in (b) above, do not exist, recognition should be given to costs of doing business with a foreign government (even though the form of the transaction is a Defense procurement for the purpose of Foreign Military Sales) whenever comparable costs of doing business with the United States would be recognized in pricing normal Defense contracts. Thus, recognition should be given to reasonable and allocable costs even though they might not be recognized in the same amounts in pricing normal Defense contracts. Examples of such costs include, but are not limited to, the following: selling costs, including maintenance of international sales and service organizations and sales commissions and fees (except as limited by 15-205.37(c)); product support and post-delivery service costs; costs of translating technical manuals and comparable material; and costs that are the subject of advance understanding, in accordance with 15-107, where the advance understanding places a limit on the amounts of a cost that will be recognized in Defense contract pricing and the understanding contemplated that it will apply only to normal Defense contracts (as distinguished from Foreign Military Sales contracts). On the other hand, kinds of costs that are not allowable under Section XV (e.g., entertainment costs) are not allowable in pricing Foreign Military Sales contracts.

(d) In the event that a diplomatic or executive agreement between the United States and a foreign government, for the sale, co-production or cooperative logistic support of a specifically defined weapon system, major end item or support item, contains language in conflict with (a), (b) or (c) above, the language of the diplomatic or executive agreement shall prevail. Current information on such agreements may be obtained from the appropriate Military Department address specified in 6-705.2(a)(2).

6-705.4 Recovery of Nonrecurring Costs. See 4-100 and 7-101.64(a).

6-705.0

ARMED SERVICES PROCUREMENT REGULATION

1 July 1971

6-34

## FOREIGN PURCHASES

**6-705.5 Sole Source Justification.** When the Foreign Military Sales contract requires that a product be obtained from a particular firm, the authority of 10 U.S.C. 203(a)(10) may be cited as contemplated by 6-210.5(viii) and no additional approval to purchase on a sole source basis is required.

**6-705.5 Limitation of Liability.** In procurements for foreign military sales (FMS) the foreign purchaser shall be advised that the appropriate *Limitation of Liability* clause(s) (see 1-570) are included in the FMS contract (see Condition 1 of the ISD Form 1513). If the foreign customer does not agree to assume the risk for loss of or damage to its property as provided in the clause(s) and objects to the inclusion of such clause(s) in the sales agreement, the contractor shall be so advised. The costs of necessary insurance, if any, to be obtained by the contractor to cover the risk of loss or damage to property of the foreign purchaser, including the contract item(s), shall be considered in establishing the FMS contract price of such items.

6-705.5

ARMED FOR FOREIGN PROCUREMENT REGULATION

1 July 1973

1-79

## GENERAL PROVISIONS

1-595.1 *Bona Fide Established Commercial or Selling Agency Maintained by the Contractor for the Purpose of Securing Business.* In determining whether an agency is a "bona fide established commercial or selling agency maintained by the contractor for the purpose of securing business," the factors set forth below shall be considered. They are necessarily incapable of exact measurement or precise definition and it is neither possible nor desirable to prescribe the relative weight to be given any single factor as against any other factor, or as against all other factors. The conclusions to be reached in a given case will necessarily depend upon a careful evaluation of the agreement and other attendant facts and circumstances.

(a) The fees charged should not be inequitable and exorbitant in relation to the services actually rendered. That is, the compensation should be commensurate with the nature and extent of the services and should not be excessive as compared with the fees customarily allowed in the trade concerned for similar services related to commercial (non-Government) business. In evaluating reasonableness of the fee, there should be considered services of the agent other than actual solicitation as for example, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or subcontractors for performance of the contract.

(b) The selling agency should have adequate knowledge of the products and the business of the concern represented, as well as other qualifications necessary to sell the products or services on their merits.

(c) There should ordinarily be a continuity of relationship between the contractor and the agency. The fact that the agency has represented the contractor over a considerable period of time is a factor for favorable consideration. It is not intended, however, to disqualify newly established contractor-agent relationships where a continuing relationship is contemplated by the parties.

(d) It should appear that the agency is an established concern. The agency may be either one which has been in business for a considerable period of time or a new agency which is a presently going concern and which is likely to continue in business as a commercial or selling agency in the future. The business of the agency should be conducted in the agency name and characterized by the customary indicia of the conduct of a regular business.

(e) The fact that a selling agency confines its selling activities to the field of Government contracts does not, in and of itself, disqualify it under the covenant. The fact, however, that the selling agency is employed to secure business generally, that is, to represent the concern in connection with sales to the Government as well as regular commercial sales to non-Government activities is a factor entitled to favorable consideration in evaluating the case as one coming within the authorized exception. Arrangements confined, however, to obtaining Government contracts, particularly those involving a selling agency organized immediately prior to or during periods of expanded procurement resulting from conditions of national emergency, must be closely scrutinized. However, any agency or agent is not "bona fide" which seeks to obtain any Government contract or contracts for its principals through the use of improper influence or which holds itself out as being able to obtain any Government contract or contracts through improper influence.

1-502.1

ARMED SERVICES PROCUREMENT REGULATION

1 July 1971

1971

## CONTRACT COST PRINCIPLES AND PROCEDURES

(b) (CWAS) Special care should be exercised in determining reasonableness where the royalties may have been arrived at as a result of the contractor's tough bargaining; e.g.:

- (i) royalties paid to persons, including corporations, affiliated with the contractor;
- (ii) royalties paid to unaffiliated parties, including corporations, under an agreement entered into in contemplation that a Government contract would be awarded; or
- (iii) royalties paid under an agreement entered into after the award of the contract.

(c) (CWAS) In any case involving a patent formerly owned by the contractor, the amount of royalty allowed should not exceed the cost which would have been allowed had the contractor retained the patent.

(d) See 15-107, regarding advance understandings.

15-205.27 *Selling Costs.*

(a) Selling costs arise in the marketing of the contractor's products and include costs of sales promotions, negotiation, liaison between Government representatives and contractor's personnel, and other related activities.

(b) (CWAS) Selling costs are allowable to the extent they are reasonable and are allocable to Government business (but see 15-107 and 15-205.1). Allocability of selling costs will be determined in the light of reasonable benefit to the Government arising from such activities as technical, consulting, demonstration, and other services which are for purposes such as application or adaptation of the contractor's products to Government use.

(c) (CWAS-MA) Notwithstanding (b) above, salesman's or agents' compensation, fees, commissions, percentages, or brokerage fees, which are contingent upon the award of contracts, are allowable only when paid to bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

15-205.30 *Service and Warranty Costs.* (CWAS) Such costs include those arising from fulfillment of any contractual obligation of a contractor to provide services such as installation, training, correcting defects in the products, replacing defective parts, making refunds in the case of inadequate performance, etc. When not inconsistent with the terms of the contract, such service and warranty costs are allowable. However, care should be exercised to avoid duplication of the allowance as an element of both estimated product cost and risk.

15-205.39 *Severance Pay.*

(a) (CWAS) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by contractors to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that, in each case, it is required by (i) law, (ii) employer-employee agreement, (iii) established policy that constitutes, in effect, an implied agreement on the contractor's part, or (iv) circumstance of the particular employment.

(b) Costs of severance payments are divided into two categories as follows:

- (i) actual normal turnover severance payments shall be allocated to all work performed in the contractor's plant; or, where the contractor provides for accrual of pay for normal severances such method will

15-205.39

## ARMED SERVICES PROCUREMENT INSULATION

(K)

Memorandum  
Mr. M. A. Rizzo  
January 22, 1974

Page 3

of overhead costs not allowed by the government as contract costs. We disagree with this assumption in the amount of \$3,005,000. We believe our position is further justified by the fact that estimated disallowed costs of \$1,730,000 included by the client in estimated disallowances for 1972 and disagreed with by AY & Co. were deleted in 1973. Applying the \$3,005,000 difference to the total program and to sales to date, we computed an understatement of program profits to date of \$1,137,758.

5. Non-inclusion of Iranian contracts in H-1 Program

The client received two contracts in 1973, to build helicopters for the Iranian government. Total sales price of these contracts will approximate \$436,000,000 over the next few years. The contracts were negotiated through the U.S. government. Deliveries begin in mid-1974 on one contract and in early 1975 on the other. Even though the ships are H-1 type ships, the client is considering the Iranian contracts as a separate H-1 Program. We have reviewed the basis for considering this a separate program and agreed with this concept.

*now  
simply  
agreement  
Dr.*

The client has incurred considerable costs on these contracts during 1973, but did not book any sales or cost of sales. The sales and profit will be recorded as ships are delivered which is consistent with client policy on other contracts.

6. Commissions related to Iranian Program

As mentioned above the client has not booked any sales or cost of sales relating to the Iranian Program, but the client has recorded some expenses. Under a negotiated agreement with Bell's licensed foreign dealer (whose territory includes Iran), Bell has agreed to pay \$2,950,000 to the dealer in lieu of commissions on the Iranian sales. Payments are to be made as follows: 6-29-73--\$1,000,000; 7-1-74--\$1,000,000; and 7-1-75--\$950,000. Bell has made the 1973 payment and accrued one half of the 1974 payment. Therefore, expenses in the amount of \$1,500,000 have been charged to 1973.

*might be  
worth accounting  
insurance  
the cost of  
operating  
will*

We contend this expense should be treated as a prepaid item and amortized over the program as ships are delivered.


*I really question  
AY's study report on  
accounting for these expenses*





BELL  
HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A  COMPANY

June 16, 1972  
Fl:FMS:pb-135

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Attention: Mr. A. H. Zanganeh

Gentlemen:

Enclosed is an amendment to our Manufact  
Representative Agreement dated June 15, 1970, the terms  
and conditions of which, in our opinion, reflect agreement  
reached on this subject during our recent meetings in your  
office.

If this meets with your approval, would you please execute  
and return two copies. Upon receipt of these two copies, it  
is our intention to execute and return an original copy to  
you.

Sincerely,

BELL HELICOPTER COMPANY

Frank M. Sylvester  
Vice President  
International Marketing

EXHIBIT No. 67



MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

AMENDMENT NO. 1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 100 | Model 206A/OH-58A |
| 50  | Model 205A/UH-1   |
| 200 | Model 209/AH-1J   |
| 200 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training, or data



Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of the Listed Products.
- B. Subject to the approval of the U.S. Government, Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final



Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

E. This Amendment shall become effective on the date hereof and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.

F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

(Title) \_\_\_\_\_

(Title) \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

AMENDMENT NO. 1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 151 | Model 206A/OH-58A |
| 83  | Model 205A/UH-1   |
| 244 | Model 209/AH-1J   |
| 211 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training or data

*EXHIBIT No. 68*



Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of any or all of the Listed Products.
- B. Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final



Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

E. This Amendment shall become effective on 1 April 1972 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.

F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY  
Division of Textron Inc.

By *C. R. Rudning*  
C. R. Rudning  
(Title) Vice Pres / Program Management

Witness *Dee E. Mitchell*  
Dee E. Mitchell

Date \_\_\_\_\_

By *A.H. Zanganeh*  
A.H. Zanganeh  
(Title) Chairman & Managing Director

Witness *Khalil Iranzad*  
Khalil Iranzad

Date \_\_\_\_\_



MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO. 1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

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It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 151 | Model 206A/OH-58A |
| 83  | Model 205A/UH-1   |
| 244 | Model 209/AH-1J   |
| 211 | Model 214         |

Related spare parts, accessories, equipment,  
tooling, services, training or data

~~\_\_\_\_\_~~      EXHIBIT No. 69





Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of any or all of the Listed Products.
- B. Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final



Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

- E. This Amendment shall become effective on 1 April 1972 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY

Division of Textron Inc.

By *C. R. Rudning*  
C. R. Rudning

(Title) Vice Pres., Program Management

Witness *Dee E. Mitchell*  
Dee E. Mitchell

Date \_\_\_\_\_

By *A. H. Zaaganeh*  
A.H. Zaaganeh

(Title) Chairman &amp; Managing Director

Witness *Khalil Iranzad*  
Khalil Iranzad

Date \_\_\_\_\_

571

FORT WORTH 758229 TEXAS USA

MOM PLS  
VIA WIEN 0751 GMT DFDFDF  
BELL HCPTR FTW

11.18

2575 A TAXI TN  
BELL HELICOPTER CO FTW TLX 758229  
JULY 26/72  
REF 272/72

ATTN MR SYLVESTER

RE YOUR TELEX (193-)

AA NO PROBLEM.  
BB ONLY BALLAST REQUIRED WILL BE THAT TO OBTAIN PROPER EMPTY WEIGHT C.G.  
CC AM USING MAX EFFORT. JOE WILL SIGN AGREEMENT AFTER CONSULTATION WITH ALICE.

NU SUBJECT  
AA URGENTLY NEED DESCRIPTIVE LIT AND PHOTOS OF AIRCRAFT IN PROPOSAL TO ACCOMPANY FIRST ARRIVAL.

REGARDS GALLAGHER

2575 A TAXI TN

BELL HCPTR FTW

2575 A TAXI TN

*JH* 26.7.72

|       |            |
|-------|------------|
| Joe   | Air Taxi   |
| Alice | Dehash     |
| Lit   | Literature |

Exhibit No. 70

AUG 9/72  
REF 292/72

381

ATTN DEE MITCHEL, INTL MKTING - ADVISE CONCERNED

AA UNDERSIGNED PROCEEDING SANANDAJ THIS DATE. EXPECT RETURN TEHRAN FROM AHWAZ OR BUSHIRE DEPENDING ON TEST PERFORMANCE THEN REJOIN TEAM AT ISFAHAN.

BB TRAVEL PLANS JFA CRR HHH LOOK <sup>o</sup>AKAY.

CC DYNELECTRON REP FRINCKS (?) HERE WITH PROPOSAL TO FURNISH COMPANY LEVEL MAINTENANCE TEAMS FOR DEPLOYMENT TO FIELD UNITS.

DD INTENSIFIED EFFORTS TO GET IH! ON PRODUCTION BASIS CAUSE FOR MUCH CONCERN AND CONSENSUS IS THAT IT CANNOT SUCCEED THEREFORE OPINION IS THAT FUNCTION SHOULD BE LIMITED TO MAJOR OVERHAUL ONLY.

EE LONG DISCUSSION MONDAY BETWEEN BABS AND SCHOOL INDICATE DECISION ALREADY TAKEN OUR FAVOR AND TEST PROGRAM PURPOSE TO PROVIDE JUSTIFICATION.

✓ FF MFRA AMENDMENT NO 1 EXECUTED BY JOE AIRMAILED TODAY. EXECUTION AT YOUR END AND RETURN AIRMAIL IS URGENT REPEAT URGENT. PLEASE CONFIRM RECEIPT AND ACCEPTANCE THIS PLAN BY RETURN TELEX

SYLVESTER

2575 A TAXI TN

*Sh*  
9.8.72

|        |                |
|--------|----------------|
| JFA    | Mr. Atkins     |
| CRR    | Mr. Rudning    |
| HHH.   | Gen. Howze     |
| Babs   | Gen. Twitchell |
| School | Dean           |
| JOE    | Air Taxi       |

EXHIBIT No. 71

17/08 07.20 #  
2575 A TAXI TN  
758229 BELL HELICOPTER CO FTW TEXAS MSGNO 220 8-16-72 1215PM  
9512575 TEHRAN IRAN AIR TAXI

519

ATTN: F. M. SYLVESTER

AGREEMENTS PREPARED BY YOU SIGNED BY JOE RECEIVED TODAY.  
RUDNING HAS SIGNED ON BEHALF OF BELL AND WILL HAND CARRY FULLY  
SIGNED COPY.

NEW SUBJECT. GE HAS ADVISED THEY HAVE AVAILABLE XM98 FEEDER  
APPARENTLY REQUESTED BY THEIR MEMBER OF TEAM. GE WILL FORWARD  
BY AIR TO FORT WORTH WHERE WE WILL PREPARE DOCUMENTATION  
AND SHIP AGAINST OPEN LICENSE. ANTICIPATE SHIPMENT NO  
LATER THAN FRIDAY. AUGUST 18. WILL ADVISE AIR WAY BILL WHEN  
AVAILABLE. WILL CALL AT ABOUT 9:00 AM CENTRAL DAYLIGHT TIME

MITCHELL  
BELLCRAFT  
END CD

OK TKS VM WELL RCD WILL PASS TO MR SYLVESTER  
BIBI FOR NOW

TKS

EXHIBIT No. 72

22/05 21.26 #  
2575 A TAXI TN

519

17. 8. 72

758229 TELEX PD BELL HELICOPTER CO FTW TEX 5/22/72 320P CST  
MSG 234

9512575 AIR TAXI  
MEHRABAD AIRPORT  
TEHRAN IRAN

ATT JACK GALLAGHER

REF. HOLD HARMLESS STATEMENT. MILLER WILL NOT RELEASE  
COPY TO RAMSEY. HOWEVER, STATED HE MAILED 9 MAY TO  
GENERAL WILLIAMSON AND ANTICIPATES 12 TO 13 DAYS EN ROUTE.  
HE WILL WAIT ONE MORE DAY AND TELEX TO SEE IF RECEIVED.  
HE DID NOT TELEX STATEMENT, AS HE CONSIDERED COMPLEXITY  
OF AGREEMENT TOO SUBJECT TO  
GARBLE.

REF. +DEVELOP THE LAND.+ PRINTING OF PRINTS HAS BEEN  
STOPPED AND RELEASE HELD. NEED IDENTIFICATION OF PROBLEM  
AREA EARLIEST FOR RE-EDITING.

YATES  
BELLCRAFT  
END TU RC

23. 5. 72

2575 A TAXI TN.....#  
2575 A TAXI TNKKG

EXHIBIT No. 73

|  |          |               |
|--|----------|---------------|
| <b>TEXTRON INC.</b><br>CLIENT                                      | SER. NO. | INT. FILE NO. |
| SUBSIDIARY   |          |               |
| <b>BELL HELICOPTER DIVISION</b><br>BRANCH                          |          |               |
| <b>FISCAL YEARS 1973, 1974, 1975, 1976</b><br>AUDIT DATE OR PERIOD |          |               |

CONTENTS OF THIS BINDER

ALL WORKPAPERS AND DOCUMENTS RELATING TO SUBJECT MATTER

OF SENATE BANKING COMMITTEE REQUEST OF JANUARY 25, 1977

ACCOUNTANTS (ON SECTION OF WORK COVERED BY THIS BINDER)

*EXHIBIT No 74*

REVIEWED BY: \_\_\_\_\_

**ARTHUR YOUNG & COMPANY**

OFFICE NEW YORK, FORT WORTH, PROVIDENCE

ARTHUR YOUNG & COMPANY

*WRS*

Fiscal Year 1973

Date: January 22, 1974

To: PROVIDENCE OFFICE  
MR. M. A. RIZZO

From: FORT WORTH OFFICE  
CECIL E. SMITH

*Traction 1973 - Top Marine File*

Subject: FY 1973 BELL HELICOPTER AUDIT

The following are comments which are to be considered prior to issuance of any reports. These comments have been reviewed with the division partners on this engagement, A.P. Stephens, Fort Worth, and Alex Schumacher, Dallas, and, where appropriate, with Bell financial management.

Memorandum  
Mr. M. A. Rizzo  
January 22, 1974

Page 3



6. Commissions related to Iranian Program

As mentioned above the client has not booked any sales or cost of sales relating to the Iranian Program, but the client has recorded some expenses. Under a negotiated agreement with Bell's licensed foreign dealer (whose territory includes Iran), Bell has agreed to pay \$2,950,000 to the dealer in lieu of commissions on the Iranian sales. Payments are to be made as follows: 6-29-73--\$1,000,000; 7-1-74--\$1,000,000; and 7-1-75--\$950,000. Bell has made the 1973 payment and accrued one half of the 1974 payment. Therefore, expenses in the amount of \$1,500,000 have been charged to 1973.

We contend this expense should be treated as a prepaid item and amortized over the program as ships are delivered.

Memorandum  
Mr. M.A. Rizzo  
January 22, 1974

Page 4

*to 1/2 of shipping  
is what I  
changed to  
Iranian program*

This is a very confidential item with the client because the Iranian government does not allow any commissions to be paid on sales to them.

Memorandum  
 Mr. M. A. Rizzo  
 January 22, 1974

Page 11

| 000's                             |                    |                                    |               |
|-----------------------------------|--------------------|------------------------------------|---------------|
| <u>Assets</u>                     | <u>Liabilities</u> | <u>1973 profits<br/>before tax</u> | <u>Equity</u> |
|                                   |                    | <u>dr.-loss<br/>(cr.)-income</u>   |               |
| 6. Iranian program<br>commissions | 1,000              | 500                                | (1,500) ✓     |

 BELL HELICOPTER COMPANY

Page .3.  
 Arthur Young & Company (cont'd)

January 21, 1974

NamePurpose

To provide for Bell's liability for commissions due Turkish and Iranian representative for ships diverted to Turkish Government under Grant-in-Aid program, and ship-spares sales to Government of Iran.

Contingencies

*WF Blatter*  
 note. *Client Reps Letter*  
 (portion of Bell Helicopter Division representation letter to Arthur Young & Company for 1973 audit)



BELL HELICOPTER COMPANY  
 Review Notes  
 12-29-73

Significant items discussed between  
 Framer & Jensen (BHA personnel) and A.D.,  
 C.F.D. & A.D. are located at 112 of  
 those items the following comments  
 are made.

2. Inaction Commission assessed of 1,000,000  
 should be prepaid or changed into  
 program costs. There is even less  
 justification for expensing the next  
 1 1/2 million (in 1974 & 1975) because if the  
 contract is completed there is a provision  
 for allowing applicable commissions.

45  
 1-18-74

1/4

Meeting with Fraser & Fin (EHC)  
 & ACS, IRS & CCS (Hydco) BHC  
 1-19-74 12-29-73  
 Hy & Co. Question Client needs

|   |   |                               |
|---|---|-------------------------------|
| } | ③ Loan Contract - Baked                         | Proper matching?              |
|   | Commission expense of \$1,500,000               | Time value of contract        |
|   | (\$1,000,000 actually paid - \$500,000 assumed) | whether value is med. or high |
|   | Maybe this should be a special item.            | Will depend further progress  |

|    |     |
|----|-----|
| 15 | 1/1 |
| 15 |     |

1/2

BELL HELICOPTER COMPANY

Notes to PPM

10.29.72

Iranian Commission

A second problem w/ the Iranian K is that due to ships going into a Commission agents since we have agreed to pay approx 2,950,000 to an agent in Iran, 1,000,000 has already been distributed & another \$50,000 has been accounted on a charge to income in the current year of \$1,500,000. It is my opinion that the cost of these commissions should be met out of

10/11/72

A2  
11/

the income from the contract. The current year effect of the two above items is somewhere in the neighborhood of \$400,000 by discussion w/ Bob Carter (manager of H&K) I was informed that commissions are now being paid at sometime after collection on the related sale. I reviewed the agreement with the Iranian dealer & found that cancellation of the K w/ them would result in a ~~complete~~ reduction of Commission of \$1,467,000 (3000 per ship) of the 2,950,000 total payment shown in their doc.

Payments

|         |   |           |
|---------|---|-----------|
| 6-29-73 | - | 1,000,000 |
| 7-1-74  |   | 1,000,000 |
| 7-1-75  |   | 950,000   |

Reduced by 3000 / ship  
for any cancellation below  
489 ships.

The above were the  
pertinent extracts from the review  
of the Bureau Commission agreement.  
Mr. Sumner advised that we not keep  
a copy of the agreement due to the  
sensitivity of the matter.



## BELL HELICOPTER COMPANY

12-29-73

## Memo Re Review of GL

The latest GL available at the commencement of year interim work was August & several July & August GLs for new accounts, unusual items, etc. Items noted included, the creation of new A/C (16906 - reserve for legal in Patent Division interest), a credit balance in cash ledger 16007 (residual & development) and a \$1,000,000 charge to A/C 70100 (misc selling expense).

|                          |                             |
|--------------------------|-----------------------------|
| Prepared by<br><i>fw</i> | Index No.<br><i>214 1/2</i> |
| Date<br><i>12.4.73</i>   |                             |

BELL HELICOPTER COMPANY  
 Non Std JV's  
 12/29/73

| BELL HELICOPTER COMPANY           |       | JOURNAL VOUCHER |                |            |       | DEC 29 1973 |  |
|-----------------------------------|-------|-----------------|----------------|------------|-------|-------------|--|
| ACCOUNT NAME                      | DEBIT | CREDIT          | DEBIT          | CREDIT     | TOTAL |             |  |
| Reserve for Contingencies         |       |                 | 36350          |            |       | 500.00      |  |
| Other Selling Expense             |       |                 | 70100          | 500 000 00 |       |             |  |
| PREPARED BY CLIENT                |       |                 |                |            |       |             |  |
| EXPLANATION                       |       |                 | PREPARED BY    |            |       |             |  |
| To provide for dealer commission. |       |                 | S. L. Hardaway |            |       |             |  |
|                                   |       |                 | VERIFIED BY    |            |       |             |  |
|                                   |       |                 | S. E. Ashley   |            |       |             |  |
|                                   |       |                 | APPROVED BY    |            |       |             |  |
|                                   |       |                 | D. C. Pantle   |            |       |             |  |

704-1028 REV. 6-61 GENERAL ACCOUNTING

JV investigated w/ A/C balance procedures at

S

DL  
 12/14/73

Bell Helicopter Company  
12-29-73

|  |               |   |             |                |
|--|---------------|---|-------------|----------------|
| <u>Reserve for Contingencies - A/C 36386</u> |               |   |             |                |
| BALANCE @ 12-31-72                           |               |   |             | <1977761.00> A |
| JAN-DEC AMORTIZATION                         |               | ① | 32710       |                |
| JAN-DEC ADDITIONS                            |               | ② | <1950000>   |                |
| BALANCE @ 12-29-73                           | FROM N.J.S. 1 |   | <3895051> L |                |
|  |               |   | To N        |                |
| <u>Analysis of Account Balance</u>           |               |   |             |                |
|  |               |   | 1973        | 1972           |

Commissions - Jan Year (See A-1) From N.J.S. 8 5000.00

|                              |           |             |
|------------------------------|-----------|-------------|
| A agreed to prior year w/p's | <3895051> | <1977761.2> |
| L agreed to G/L              |           |             |
| F agreed to prior year w/p's |           |             |

② pertains to establishment of Retrospective Wages Contingencies see N.J.S. 2, and commission

KDD  
1-4-73



BELL HELICOPTER COMPANY  
a Textron Company

RESERVE FOR CONTINGENCIES

ACCOUNT 36386

AS OF OCTOBER 1973

| <u>BALANCE</u><br><u>12/31/69</u> | <u>BALANCE</u><br><u>12/31/70</u> | <u>BALANCE</u><br><u>12/31/71</u> | <u>BALANCE</u><br><u>12/31/72</u> | <u>FORECAST</u><br><u>12/31/73</u> |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|

IRANIAN COMMISSIONS

TOTAL

\$1,897,538

\$1,843,181

\$1,810,471

\$1,977,761

\$3,895,051


500,000

SELL HELICOPTER COMPANY

PREPARED BY

DATE

12-29-73

|   |             |   |   |   |   |   |        |             |        |           |        |         |
|---|-------------|---|---|---|---|---|--------|-------------|--------|-----------|--------|---------|
| 1   | 2           | 3 | 4 | 5 | 6 | 7 |        |             |        |           |        |         |
|    |             |   |   |   |   |   |        |             |        |           |        |         |
| <p><u>Iranian Leadership</u></p>  |             |   |   |   |   |   |        |             |        |           |        |         |
| <p>The portion of the reserve is for commissions to be paid to the Iranian dealer on the sales under the contracts with Iran.</p>   |             |   |   |   |   |   |        |             |        |           |        |         |
| <p>On 12/23/71, \$1,000,000 in commissions were paid to the Iranian dealer. An additional \$750,000 is due to this dealer on the sales under the contracts referred to above.</p>   |             |   |   |   |   |   |        |             |        |           |        |         |
| <p>The AHC through the \$1,000,000 disbursement and the \$750,000 added to this reserve has expended \$1,500,000 dollars in commissions on sales that have not been made. Generally com- missions will not be paid or expended until the time of the actual sale (i.e. delivery) to #2.</p> |             |   |   |   |   |   |        |             |        |           |        |         |
| <p>I reviewed the Commission agreement of Air Corp (the Iranian Dealer). It was noted that the total payment was to be \$8,250,000 paid as follows:</p>   |             |   |   |   |   |   |        |             |        |           |        |         |
| <table border="0"> <tr> <td>7-1-73</td> <td>\$1,000,000</td> </tr> <tr> <td>7-1-74</td> <td>1,000,000</td> </tr> <tr> <td>7-1-75</td> <td>750,000</td> </tr> </table>   |             |   |   |   |   |   | 7-1-73 | \$1,000,000 | 7-1-74 | 1,000,000 | 7-1-75 | 750,000 |
| 7-1-73  | \$1,000,000 |   |   |   |   |   |        |             |        |           |        |         |
| 7-1-74  | 1,000,000   |   |   |   |   |   |        |             |        |           |        |         |
| 7-1-75  | 750,000     |   |   |   |   |   |        |             |        |           |        |         |
| <p>This was to cover all Commission on Iranian Sale for expenses of the Iranian Dealer.</p>   |             |   |   |   |   |   |        |             |        |           |        |         |
| <p>Other check was examined in connection with internal control testing of large disbursements.</p>   |             |   |   |   |   |   |        |             |        |           |        |         |
| <p style="text-align: right;">1/25/8</p>  |             |   |   |   |   |   |        |             |        |           |        |         |

64  
1973  
12-29-73

BHC  
w/p Ken  
12-29-73

12-29-73 Ken, make memo on closing of Commission agreement. Done

BHC  
B-work, paper review  
12-14-73

Done 3 B7.6.1% - Iran Commission to A.H. Zangeneh - \$1,000,000 investigate further note - Dec 4 JV - set up \$500,000 expense to reserve 6/C 36286

Bell Helicopter Company  
12-29-73

### Procedures

Performed those procedures outlined at N1 in the audit program, and such other procedures as were necessary in the circumstances.

### Results

See A-2 for questions on Commission reserve and retro wage payment.

### Conclusion

Based on the results noted above, it is my opinion that subject to review of the proposed waived journal entry, that the Reserve for Contingencies is fairly stated in all material respects, and is in accordance with GAAP applied on a base consistent with prior years.

|                                 |                  |
|---------------------------------|------------------|
| Prepared by<br>K015<br>12-28-73 | Index No<br>1025 |
|---------------------------------|------------------|

## ARTHUR YOUNG &amp; COMPANY

Fiscal Year 1974

Date: January 20, 1975

To: PROVIDENCE OFFICE  
MR. M. A. RIZZOfrom: FORT WORTH OFFICE  
CECIL E. SMITHSubject: FY 1974 BELL HELICOPTER AUDIT  
AY & CO. - CONFIDENTIAL

The following are comments which are to be considered prior to issuance of any reports. These comments have been reviewed with the following partners on this engagement, A. P. Stephens, Fort Worth; W. F. Slattery, New York; Alex Schumacher, Dallas; and, where appropriate, with Bell financial management.

Memorandum  
Mr. M. A. Rizzo  
January 20, 1975

Page 4

6. Commissions related to Iranian Program

Under a negotiated agreement with Bell's licensed foreign dealer (whose territory includes Iran), Bell has agreed to pay \$2,950,000 to the dealer in lieu of commissions on the Iranian sales. Payments are to be made as follows: 6-29-73 - \$1,000,000; 7-1-74 - \$1,000,000; and 7-1-75 - \$950,000. Bell has made the 1973 and 1974 payments and accrued one half of the 1975 payment. Therefore, expenses in the amount of \$1,500,000 have been charged to 1973 and expense of \$1,000,000 was recorded in 1974.

We contend this expense should be treated as a prepaid item and amortized over the program as ships are delivered. This \$500,000 is included in the reserve for contingencies but is excluded for discussion purposes at B.2. below. This is a very confidential item with the client because the Iranian government does not allow any commissions to be paid on sales to them.

If this item were treated as a prepaid and amortized over sales to date the effect would be an increase on profit to date of \$2,353,000.



Rec'd. Webster  
 Cash Disbursement - Power  
 12/28/74

Art Bradford, Bill E. A., pulled all disbursements in excess of \$100 M for the year through July 1974 and I reviewed the checks for propriety as to payee amount, proper signature, and proper endorsement. No unusual items were noted except the following:

27 ✓ 61297 1,000,000.00 7/1/74 A.H. Zengach 0701-92581  
 This is for "dealer commission" on the Diesel program agreement and other support received in 1974 - He should pay to receive \$1MM per year for several years.

6/9  
 6/11

11.7.37.





BELL HELICOPTER COMPANY

BELL HELICOPTER COMPANY

JOURNAL VOUCHER

DATE Jul

|    | ACCOUNT NAME                         | FACTORY LEDGER        |       | CREDIT   |
|----|--------------------------------------|-----------------------|-------|----------|
|    |                                      | ACCOUNT OR WORK UNDER | DEBIT |          |
| 1  | Reserve for Contingencies            |                       |       | 36386    |
| 2  | Other Selling Expense                |                       |       | 70100    |
| 3  | Provision for Disallowed             |                       |       |          |
| 4  | CPFF Costs                           |                       |       | 70103    |
| 5  |                                      |                       |       |          |
| 6  |                                      |                       |       |          |
| 7  |                                      |                       |       |          |
| 8  |                                      |                       |       |          |
| 9  |                                      |                       |       |          |
| 10 |                                      |                       |       |          |
| 11 |                                      |                       |       |          |
| 12 |                                      |                       |       |          |
| 13 |                                      |                       |       |          |
| 14 |                                      |                       |       |          |
| 15 |                                      |                       |       |          |
| 16 |                                      |                       |       |          |
| 17 |                                      |                       |       |          |
| 18 |                                      |                       |       |          |
| 19 |                                      |                       |       |          |
| 20 |                                      |                       |       |          |
| 21 |                                      |                       |       |          |
| 22 |                                      |                       |       |          |
| 23 |                                      |                       |       |          |
| 24 |                                      |                       |       |          |
| 25 | EXPLANATION                          |                       |       | PREPARED |
| 26 | To adjust Reserve for Contingencies. |                       |       | VERIFIED |
| 27 |                                      |                       |       | APPROVED |
| 28 |                                      |                       |       |          |

FALLS STATION REV. 4-54

GENERAL ACCOUNTING

This entry is to decrease expense accrued in prior years which now will not be required. The \$500,000 represents ~~the expense due to bond sinking fund~~ ~~the expense in contingencies~~. ~~The G/Ws balance sheet has been adjusted in~~

10/17/74 P/L 10  
 TULSA 7401 6207 IVORY, 6207 GREEN, 6407 WHITE, 7407 CANARY PRINTED IN U.S.A.

| FEDERAL RESERVE BANK                                 |                            |  |  | JOURNAL VOUCHER |  | 1/3/75     | 12-582  |
|--|----------------------------|--|--|-----------------|--|------------|---------|
| ACCOUNTS   |                            |  |  |                 |  |            |         |
| Reserve for Contingencies                            |                            |  |  | 36386           |  |            | 447 00. |
| Helicopter Sales & Service<br>Comm'l Selling Expense |                            |  |  | 70101           |  | 447 000 00 |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  |            |         |
|  |                            |  |  |                 |  | 447 000 00 | 447 000 |
|  | Reserve for contingencies. |  |  |                 |  |            |         |

PREPARED BY: K. J. Truesdale  
 CHECKED BY: S. E. Ashley  
 APPROVED BY: C. S. Thayer

GENERAL ACCOUNTING

Discussed w/ Sid Ashley - this is the  
 looking for the program review on the reserve  
 for contingencies at N. We will compare A/C 36386  
 at 12/28/74 with the program review  
 done at interim. The client took the entire  
 adjustment to Comm'l Selling Expense due to  
 the fact that \$500,000 of the adjustment relate  
 to the Iranian agent commission.

Subsequently changed to  
 be accurate reflection in  
 A/C - see 12-582-A

*AS*  
 1/14/75

| ACCOUNT NAME   | FACTORY LEDGER         |    |       |        | GENERAL LEDGER   |            |            |        |
|--|------------------------|----|-------|--------|--|------------|------------|--------|
|  | ACCOUNT OR WORK CENTER | EC | DEBIT | CREDIT | ACCOUNT  | DEBIT      |            | CREDIT |
| Other Selling Expense  |                        |    |       |        | 70100  | 500,000.00 |            |        |
| Commercial Selling Exp.  |                        |    |       |        | 70101  |            | 557,000.00 |        |
| Provision for Disallowed CPEF Costs  |                        |    |       |        | 70103  | 57,000.00  |            |        |
| <p><i>OK - This correct distribution of 12-582 which we thought incorrect at the time - waive add'l correction</i></p> |                        |    |       |        |  |            |            |        |
|  |                        |    |       |        |  | 557,000.00 | 557,000.00 |        |
| <p>EXPLANATION<br/>To correct in part account distribution JV 12-582.</p>  |                        |    |       |        | <p>PREPARED BY<br/>S. L. Hardaway <i>[Signature]</i><br/>           VERIFIED BY<br/>S. E. Ashley <i>[Signature]</i><br/>           APPROVED BY<br/>C. S. Thayer <i>[Signature]</i></p> |            |            |        |

15/6/1

11/17/75

BELL HELICOPTER COMPANY

12/21/74

Total payment as supported  
by following W/P's.

Also in the reserve is  
the reserve for Treasury Commission  
See U.S.S. for <sup>statement</sup> assignment of  
this component.

|  |                  |
|--|------------------|
| Prepared By<br><i>[Signature]</i><br>1/13/75 | Proc. No.<br>123 |
|--|------------------|

BELL HELICOPTER COMPANY  
a Textron Company

RESERVE FOR CONTINGENCIES

ACCOUNT 36386

AS OF OCTOBER 1974

|                 |                 |                 |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| BALANCE         | BALANCE         | BALANCE         | BALANCE         | BALANCE         | BALANCE         |
| <u>12/31/70</u> | <u>12/31/71</u> | <u>12/31/72</u> | <u>12/31/73</u> | <u>10/31/74</u> | <u>12/31/74</u> |

|              |                    |                    |                    |                    |                    |                                   |
|--------------|--------------------|--------------------|--------------------|--------------------|--------------------|-----------------------------------|
| <u>Other</u> | <u>-</u>           | <u>-</u>           | <u>-</u>           | <u>500,000</u>     | <u>-</u>           | <u>500,000</u> <sup>432.5</sup>   |
| TOTAL        | <u>\$1,843,181</u> | <u>\$1,810,471</u> | <u>\$1,977,761</u> | <u>\$3,895,051</u> | <u>\$1,543,004</u> | <u>\$1,894,341</u><br><i>To N</i> |

NOTE:

other contingencies is required.;

A provision of \$500,000 to cover

BELL HELICOPTER COMPANY

Revenue for Contingencies  
12/31/74

Other

The reserve contains also a \$500,000 provision payable to an former dealer on the loan program. We have previously disagreed with this provision since we feel it is being opened prior to their earning the commission. There has been \$500,000 already paid on this commission & this \$500,000 means that \$2.5M has been expended on sales to date of only \$25,231,011. The net income stated on this sale was \$1,901,366. We have therefore recognized a loss of \$600,000 to date on this sale. The commission is actually being earned at the rate of \$300 / ship thus ship 486. Since the total ship program is expected to run \$200,000,000 we have expected sales of roughly 5% of the total program & therefore should have expensed roughly \$147,500 of total commission. We are therefore over-expensed by \$2350,500. We were over-expensed that year by \$1,500,000. We therefore have a current effective income of \$850,500.

The total of Accrued & Paid Contingencies is stated at \$1.5M

|                           |           |
|---------------------------|-----------|
| Dr. Payroll               | 1,850,500 |
| Dr. Revenue Contingencies | 500,000   |
| Cr. P&L                   | 850,500   |
| Cr. Equity                | 1,500,000 |

\$1.2

WJL  
12/31/74

WJL

13 HC  
12/28/74

A/C Trans. Program Commission

1. A meeting over contract system Tabulated as appropriate  
- matching concept -

13 HC  
Other Income - Expense  
12/28/74

| 1              | 2            | 3                     | 4          | 5              | 7 |
|----------------|--------------|-----------------------|------------|----------------|---|
| <u>Expense</u> | <u>A/C #</u> | <u>A/C Name</u>       | <u>End</u> | <u>Balance</u> |   |
|                | 70100        | Other Selling Expense | 12/28/74   | 12/28/74       | } |
|                |              |                       | 1000000    | 1500000        | } |
|                |              |                       |            | I/P            | } |
|                |              |                       |            |                |   |
|                |              |                       |            |                |   |
|                |              |                       |            |                |   |

|            |  |  |  |  |        |
|------------|--|--|--|--|--------|
| DU 1/20/75 |  |  |  |  |        |
| N          |  |  |  |  |        |
|            |  |  |  |  | US 1/3 |
|            |  |  |  |  |        |

100/100 PULSA 14106 6007 IVORY, 6207 GREEN, 6407 WHITE, 7407 CANARY PRINTED IN U.S.A.

|             |           |
|-------------|-----------|
| Prepared by | Index No. |
| Date        |           |

Bell H I  
Work paper Review  
12-28-74

316.10 21 } \$500,000 Iranian Commission - court explanation  
no } was there any change in agreement w/  
covered } Commission agent?

HAT  
1-24-75

BHC  
6-29-74

13) Why fluctuation in Reserve Contingency?  
- Has COLC note routine pay review as to been  
discussed  
What is in this report amount in date at 6-30-74  
← 0.5MM amount to discuss dealer at end of June '74

14) What is status of Foreign Commission only few de  
the affect the 6 month periods being and how often  
6- Paid 100M at 6-74 - To receive add'l  
5MM in last part of '74



ARTHUR YOUNG &amp; COMPANY

Date: July 18, 1974

To: PROVIDENCE OFFICE  
MR. R. A. MARTINFrom: FORT WORTH OFFICE  
CECIL E. SMITHSubject: "SUBSEQUENT EVENTS" REVIEW - BELL HELICOPTER  
Page 2

D. BHC paid \$1 million to a foreign dealer in lieu of commissions on the Iranian Program (See BHC "top memo"). BHC paid another \$1 million to this dealer in June, 1974 but had accrued one-half of this amount in the latter part of 1973. Therefore, the client has \$1 million of expense booked in the six-month period ended June, 1973 and \$.5 million pertaining to exactly the same item booked in the six-months period ended June, 1974.

ARTHUR YOUNG &amp; COMPANY

Date: July 18, 1974

To: PROVIDENCE OFFICE  
MR. R. A. MARTINFrom: FORT WORTH OFFICE  
CECIL E. SMITHSubject: "SUBSEQUENT EVENTS" REVIEW - BELL HELICOPTER  
Page 3

- (1) Reserve for contingencies - Decrease of \$900,000 due to the reversal of a provision for an anticipated disallowance by the government which did not materialize in the amount of \$375,000 and payment of the \$500,000 to the foreign dealer referred to in item 1. D. above. Income effect is an increase of \$375,000 due to reversal of the anticipated disallowance.

## ARTHUR YOUNG &amp; COMPANY

Fiscal Year 1975

Date: January 27, 1976

To: PROVIDENCE OFFICE  
Mr. M. A. Rizzofrom: FORT WORTH OFFICE  
Ken WalkerSubject: FY 1975 BELL HELICOPTER AUDIT  
AY & CO. - CONFIDENTIAL

The following are comments which are to be considered prior to issuance of any reports. These comments have been reviewed with A. P. Stephens, partner in Fort Worth, and, where appropriate, with Bell financial management.

*See p. 102*Mr. M. A. Rizzo  
January 27, 1976BHC Audit  
Page 46. Commissions related to Iranian Program

Under a negotiated agreement with Bell's licensed foreign dealer (whose territory includes Iran), Bell agreed to pay \$2,950,000 to the dealer in lieu of commissions on the Iranian sales. Payments were made as follows: 6/29/73 - \$1,000,000; 7/1/74 - \$1,000,000; and 7/1/75 - \$950,000. Therefore, expenses in the amount of \$1,500,000 have been charged to 1973; \$1,000,000 was recorded in 1974; and, \$450,000 was recorded in 1975.

*Writing as  
advising  
cost from  
expense  
interpretation  
will  
w/o as  
paid  
not directly  
related to  
delivered  
of units  
Agreed to this  
treatment in 1973*

We contend this expense should have been treated as a prepaid item and amortized over the program as ships were delivered. This is a very confidential item with the client because the Iranian government does not allow any commissions to be paid on sales to them.

If this item had been treated as a prepaid and amortized over sales to date the effect would be an increase in profit to date of \$1,859,000.

We understand this item was discussed with Textron management by Bill Slattery and no problems were found with respect to items discussed in CDL-24.

Mr. M. A. Rizzo  
January 27, 1976

BHC Audit  
Page 14

D. Summary of waived entries in excess of \$25,000

If all entries had been recorded, the Dr. (Cr.) effect would be as follows:

| 000's  |             |                         |        |
|--------|-------------|-------------------------|--------|
| Assets | Liabilities | 1975 profits before tax | Equity |
| Dr     | Dr          | Dr-Loss                 | Dr     |
| (Cr)   | (Cr)        | (Cr)-Income             | (Cr)   |

|                                |       |     |         |
|--------------------------------|-------|-----|---------|
| A6 Iranian program commissions | 1,859 | 494 | (2,353) |
|--------------------------------|-------|-----|---------|

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_

BHC  
Internal Control c/o  
1/3/76

| 1                         | 2    | 3                       | 4    | 5      | 6 | 7 |
|---------------------------|------|-------------------------|------|--------|---|---|
| Remain of check registers | the  | Special Check registers | Page | Amount |   |   |
| #                         | det. |                         |      |        |   |   |

|    |       |      |                                     |         |     |   |
|----|-------|------|-------------------------------------|---------|-----|---|
| 20 |       |      |                                     |         |     | } |
| 21 |       |      |                                     |         |     |   |
| 22 | 92363 | 6-19 | A. H. Zangeneh                      | 9500000 | 1/1 |   |
| 23 |       |      | the new & reserve for contingencies |         |     |   |

|    |          |  |  |  |  |     |
|----|----------|--|--|--|--|-----|
| 24 | 12/25/75 |  |  |  |  | B7c |
|----|----------|--|--|--|--|-----|

Reprint colors: 100% BLUE, 200% PINK, 300% GREEN, 400% WHITE, 500% CANARY

PRINTED IN U.S.A.

JAN 3 1976

Dramian Commissions

Just upon the client, as reflected on page 4 of our Top Memo, received for \$500,000 in the name for contingencies per amount due the foreign dealer, whose territory is covered under the Dramian contract. Total payment to this dealer are as follows:

|         |                     |
|---------|---------------------|
| 6/29/73 | 1,050,000           |
| 7/1/74  | 1,000,000           |
| 7/1/75  | 950,000             |
|         | <u>\$ 2,950,000</u> |

Expenses have been recorded as follows:

|      |                     |
|------|---------------------|
| 1973 | 1,500,000           |
| 1974 | 1,000,000           |
| 1975 | 450,000             |
|      | <u>\$ 2,950,000</u> |

Under the matching of revenues and expenses, Bell has recorded \$2,950,000 in costs (100% of price to dealer) and has not recognized all of the revenues (K-300 and K-248). The following is our estimation of prepaid dealer price at 1/3/76:

|                       | each on their |            | Total      |
|-----------------------|---------------|------------|------------|
|                       | K 300         | K 248      |            |
| Estimated Final Price | \$ 187,424    | \$ 400,307 | \$ 587,731 |

Sales thru 1974 34,755

Sales thru 11/75 157,949

Estimated sales 12/75 85,000

Sales to date 277,704

% of final price 37%

37% of total dealer payment \$ 1,091,500  
 out which 5/1/3 returned

Amount returned (2,950,000)  
 At disagreement \$ 1,859,500  
 Pending 500

\$ 1,859,500 1/76

HELL HELICOPTER COMPANY

PREPARED BY

DATE

JAN 3 1976

Drawn Commissions (cont)

Our disagreement would be as follows:

|                               |                    |
|-------------------------------|--------------------|
| P14 Repair Asset Disagreement | 1,853,000          |
| P14 liabilities Disagreement  | 500,000            |
|                               | <u>2,353,000</u>   |
| C14 Disagreement              | <u>(1,359,000)</u> |
| income effect                 | <u>494,000</u>     |

Disagreement To AZ - N25 J.D. IMENTIN

|                 |           |           |
|-----------------|-----------|-----------|
| Current Asset   | 1,859,000 |           |
| Drawn & Expense | 494,000   |           |
| Equity          |           | 2,353,000 |

*[Handwritten signature]*

*[Handwritten initials]*  
12/76

N25.872

BELL HELICOPTER COMPANY

PREPARED BY

DATE

Income/Expense  
 JAN 3 1976

| 1       | 2                    | 3 | 4 | 5                  | 6                   | 7 |
|---------|----------------------|---|---|--------------------|---------------------|---|
| chk #   | chk Name             |   |   | Balance<br>11/2/76 | Balance<br>12/28/76 |   |
| EXPENSE |                      |   |   |                    |                     | } |
| 70100   | Other Salary Expense |   |   | 450000L            | 1000000 - A         |   |
|         | OK - Incom payment   |   |   |                    |                     |   |
| 41      |                      |   |   |                    |                     |   |
| 42      |                      |   |   |                    |                     |   |
| 43      | CS8                  |   |   |                    |                     |   |
| 44      | 1/23/76              | W |   |                    |                     |   |

Acct# 70100 7400 8007 IVORY, 8207 GREEN, 8407 WHITE, 7407 CANARY

PRINTED IN U.S.A.

| PREPARED BY | DATE |
|-------------|------|
| BHC         |      |
| W/P Review  |      |
| 1/2/76      |      |

10) So A.H. Zargare the Iranian  
 commission deal? If not what is  
 it? Name for carding  
 ign

Acct# 70100 7400 8007 IVORY, 8207 GREEN, 8407 WHITE

PRINTED IN U.S.A.

Tuition

2/12/76 ~~WFS~~ WFS meeting with Suttler

Subject - discussion of Iranian commission

Bell Helicopter has paid \$2,950,000 to its dealer in Iran relating to the sale of 489 helicopters to Gov't of Iran.

1. Dealer is <sup>distributor</sup> Air Taxi.
2. Air Taxi has been a Bell distributor in Iran from 1959-1964. Reappointed again in 1968.
3. Contract between Bell & Air Taxi is a standard pre-printed distributor contract citing commissions to be paid on sales of various types of helicopters.
4. Contract provides that commission on sales directly to government will be negotiated & do not fall under rate schedule.
5. Air Taxi operates air taxi service in Iran - also has installation at Iran airport, i.e., not just a mail drop.
6. Contract (amendment #3) indicates that Air Taxi will not collect commissions on future BH business with Iran. i.e. Bell Operations Corp. project.
7. Suttler inquiries have not indicated anything illegal about the commission and he is not

Prepared by

WFS

Date

2/14/76

Index No.

aware that money was ~~used for~~ repaid to any other party.

8. ~~The~~ Department of the Army (through which the contract was signed) with Iran [ FMS contract ] had been furnished with copies of Air Taxi contract and amendments and is aware of the commission.

9. As far as Soutter knows, payment of the commission is not illegal in Iran - only charging it to contract cost and recovering it. He believes that payment of the commission is known by Iranian officials.

10. His and Tipton's conclusion:

Payment of commission was completely legal and ethical.

11. Soutter is not aware of whether the commission was ever discussed by the Board of Directors at the time the Iran contract was negotiated.

|                    |           |
|--------------------|-----------|
| Prepared by<br>WFS | Index No. |
| Date 2/11/76       |           |



ARTHUR YOUNG &amp; COMPANY

Fiscal Year 1976

Date: January 25, 1977

To: PROVIDENCE OFFICE  
Mr. M. A. Rizzofrom: FORT WORTH OFFICE  
Cecil E. SmithSubject: FY 1976 BELL HELICOPTER AUDIT  
AY & CO. - CONFIDENTIAL

The following comments and proposed adjustments in the summary at Section IV are items which are to be included in consolidated waived adjustments when considering the fairness of presentation of the consolidated financial statements of Textron, Inc. The related adjustments, if material, are necessary to conform to generally accepted accounting principles and for proper matching of revenues and expenses, while maintaining an appropriate degree of conservatism.

These comments have been reviewed with Bill Slattery - New York and Al Stephens - Fort Worth of Arthur Young & Company and Ed Farmer, Ted Treff, Ed Keglovits and Gene Lewis of Bell Helicopter Textron.

Mr. M. A. Rizzo  
January 25, 1977BHT Audit  
Page 13E. Commissions Related to Iranian Program

Under a negotiated agreement with Bell's licensed foreign dealer (whose territory includes Iran), Bell agreed to pay \$2,950,000 to the dealer in lieu of commissions on the Iranian sales. Expenses in the amount of \$1,500,000 have been recorded in 1973; \$1,000,000 was recorded in 1974; and, \$450,000 was recorded in 1975.

We contend this expense should have been treated as a prepaid item and amortized over the program as ships were delivered. This is a very confidential item with the client because the Iranian government does not allow any commissions to be paid on sales to them.

If this item had been treated as a prepaid and amortized over sales to date the effect would be an increase in profit to date of \$841,000.

We understand this item was discussed with Textron management by Bill Slattery and no problems were found with respect to items discussed in CDL-24.

January 25,

IV. SUMMARY OF SALVED ENTRIES IN EXCESS OF \$25,000

The effects of salved entries are as follows with the reversing effect of prior year's salved entries in the equity column.

| (000's omitted) |             |               |        |
|-----------------|-------------|---------------|--------|
| Assets          | Liabilities | 1976 Positive | Equity |
| Dr              | Cr          | Net Income    | Dr     |
| (Cr)            | (Cr)        | (Cr)-Income   | (Cr)   |

E. Franklin  
Construction 1,918 (1,659)

Sell Helicopter, Inc. (SHT)  
tax Department Review  
1976

PREPARED BY THA DATE 1/25/77

11/12

|    |  |  |  |
|----|--|--|--|
| 35 |  |  |  |
| 36 | 7) Transition contract - a fee has                           |  |  |
| 37 | been paid to the SHT licensed                                |  |  |
| 38 | foreign dealer in the area. (The                             |  |  |
| 39 | G.O.I. is not aware this payment                             |  |  |
| 40 | was made) The fee (\$2,250,000)                              |  |  |
| 41 | was handled as follows:                                      |  |  |
| 42 | 1973 <u>payments</u> \$4,100,000 <u>expenses</u> \$1,500,000 |  |  |
| 43 | 1974 1,000,000 1,000,000                                     |  |  |
| 44 | 1975 950,000 150,000   |  |  |

Sell Helicopter, Inc  
tax Department Review  
1976

PREPARED BY THA DATE 1/25/77

11/12

1 It is very possible (probable)  
2 the fee should have been accrued  
3 and deducted over the life of the  
4 contract. (It is assumed a different  
5 tax treatment has not been allowed  
6 the transition for tax purposes.)

# Bell Helicopter **TEXTRON**

Bell Helicopter Textron  
Division of Textron Inc.

Post Office Box 482  
Fort Worth, Texas 76101  
(817) 280-2011

February 15, 1977

Arthur Young & Company  
2200 Fort Worth National Bank Bldg.  
Fort Worth, Texas 76102

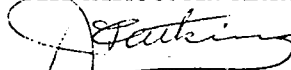
Gentlemen:

As an amendment to the representation letter furnished to you on January 21, 1977, I make the following representation regarding Bell Helicopter Textron, Bell Helicopter International Inc., Bell Operations Corporation, Bell Helicopter - Division of Textron Canada Limited, Bell Helicopter Supply Center - Division of Textron Atlantic, B.V., Bell Helicopter Australia - Division of Textron Pacific Pty., Ltd., and Bell Helicopter GmbH - Subsidiary of Textron Inc.

Based on responses received from officers and from other persons who have an understanding and a knowledge of business activities within our operation and based on my personal knowledge, for the fiscal year ended January 1, 1977 and for the period from January 1, 1977 to date, we are not aware of (i) any illegal bribes, kickbacks or other improper or questionable payments having been made to or for the benefit of any person, corporation or government for the purpose of obtaining special concessions or for obtaining other favorable treatment in securing business for the company; (ii) any company funds or property having been made available, directly or indirectly, as political contributions in the United States or elsewhere, or that officers or employees were paid or reimbursed, directly or indirectly, for performing services or incurring expenses in political activities in the United States or elsewhere; and (iii) any company funds, property, or transactions which were not reflected or accounted for on the books, records or financial statements of the company.

Very truly yours,

BELL HELICOPTER TEXTRON



J. F. Atkins  
President

Bill  
 Reserve for Contingencies  
 1-1-77

|             |      |
|-------------|------|
| PREPARED BY | DATE |
|-------------|------|

James Decker Payment

In previous years P.U. has expended some 2,850,000 in dealer payment in cooperation with the Union contract. Our intention was that these payments should be matched against sales under the contract rather than being expensed directly from funds. Current year effort will involve expensing a like amount to last.

|                  |    |
|------------------|----|
| amt              | -  |
| 1,000,000        | 73 |
| 1,000,000        | 74 |
| 950,000          | 75 |
| <u>2,950,000</u> |    |

|                     |             |             |             |
|---------------------|-------------|-------------|-------------|
|                     | K300        | K248        | Total       |
| included Total Over | 404,233,911 | 125,242,314 | 600,267,225 |

Less than 1/1/77 430,656,779

|                                     |                  |
|-------------------------------------|------------------|
| % of final price                    | 71.5%            |
| amt which should have been expensed | 2,109,250        |
| amt expensed                        | <u>2,550,000</u> |
| amt overexpended                    | <u>440,750</u>   |

above amount should be expensed return A2

Open program review with  
 A signed & given you with

1/15/77 1175.5

311  
P/L  
1/1/77

PREPARED BY

DATE

| 1                    | 2   | 3 | 4 | 5       | 6       | 7 |
|----------------------|---|---|---|---------|---------|---|
| <u>Other P. 1.50</u> | <u>Review</u>                                   |   |   | Balance | Balance |   |
| 1/c                  | Name  |   |   | 1/1/77  | 1/3/76  |   |
| <u>Expenses</u>      |   |   |   |         | A       |   |
| 70100                | Other Selling Exp.                              |   |   | -0-     | 450,000 | } |
|                      | Correct, no income dealer payments correct year |   |   |         |         |   |
|                      |   |   |   |         |         |   |
| 42                   |   |   |   |         |         |   |
| 43                   |   |   |   |         |         |   |
| 44                   |   |   |   |         |         |   |

Red 1018 TULSA 7409 6407 IVORY 6207 GREEN 6407 WHITE 7407 CANARY

PRINTED IN U.S.A.

ARTHUR YOUNG &amp; COMPANY

Date: February 25, 1977

To: PROVIDENCE OFFICE  
R. A. MartinFrom: NEW YORK OFFICE  
W. F. Slatterycc: S. Botte L. Rainey  
M. RizzoSubject: TEXTRON AUDIT COMMITTEE MEETING  
February 23-24, 1977

I met twice with Textron's Audit Committee during their Management meeting at Ocean Reef, Florida February 23 and 24.

Present at the first meeting held on Wednesday were Messrs. Campbell, Gengras, Collinson, Ledbetter, Van Brocklyn and Mrs. Sisco. The agenda for the meeting is attached.

Later in the meeting I was asked whether I had any confidential comments to give the Committee. I responded that while I had no confidential comments I did wish to bring to the Committee's attention the \$2,950,000 payment to Textron's former agent in Iran over 1973, 1974 and 1975 in connection with Textron's contract with the Iranian Government for the sale of helicopters. I added that while I had understood this situation had been discussed either at a previous Audit Committee meeting at which I had not been present or at a Board of Directors meeting, I felt that it was appropriate that it be discussed while I was present should there be questions or further action desired of me. The three members of the Committee first expressed some surprise and lack of knowledge about the item; however, Campbell upon reflection stated that he did recall it being discussed at a Board meeting. Mrs. Sisco had apparently never heard of the payments. Bill Ledbetter

-2-

described the arrangement as a buy out of the agent's franchise and also said that the Company was satisfied that there was nothing illegal about it. No further action was taken on the matter; I was satisfied that it had been brought to the Committee's attention and that they would not be surprised if the amount was disclosed in the future.

The next morning I met with the Audit Committee again at 7:00 a.m. The same participants attended plus Heath Larry. Most of the meeting was spent discussing the report of the Audit Committee which Campbell was to present to the Board of Directors later that day. There were no other significant items discussed.

BELL CONFIDENTIAL ONLY

BELL HELICOPTER COMPANY

July 30, 1973

*File  
Iran - Dealer  
Commissions*

To: Messrs. Bjeletich, Jankowski and Keglovits

Subject: Dealer Commissions - Iran Program

In accordance with the recently negotiated agreement with our authorized dealer in Iran, The Air Taxi Company, Mehrabad Airport, Tehran, a total commission is to be paid as follows:

| <u>Due</u>    | <u>Amount</u> |
|---------------|---------------|
| June 29, 1973 | \$1,000,000   |
| July 1, 1974  | 1,000,000     |
| July 1, 1975  | 950,000       |

The above amounts, of course, assume continuation of the program. If the program is terminated or reduced, then an adjustment will be made to the above commissions. The above commission arrangement covers the entire Iranian transaction as now contemplated, which includes the present FMS contracts, additions that may be made thereto for spares, etc., the training program, the logistics program, the contemplated operation of Iran Helicopter Industry and the direct sale by Bell of spares, which is now in progress together with any additional sales of such spares. In other words, this commission agreement is all inclusive and covers the total commissions to be paid for the entire Iranian program as it is now known or foreseen. The accounting handling will be as follows: the \$1,000,000 commission paid in June, 1973 will be transferred from the suspense account to the Selling Expense and treated as a separate line item on our P&L as "Other Sales Expense." This commission will not be charged to the Foreign Selling Expense pool, since it is not allocable to FMS sales, and therefore must be treated as a separate item and excluded from the FSE pool. The two remaining commission payments will be treated as a separate P&L item when paid in the same manner. We should not set up any accrual accounts for these commissions, but simply pay them when they become payable and absorb them in our P&L as outlined above. We had already made a small commission payment on the direct spares sale, which has been in progress for several months, but then stopped any further payments. This memo is to advise that no further commissions will be due on subject contract spares because the above outlined commission understanding covers all commissions due on subject spares.

75

E. L. Farmer,  
Vice President - Finance

13:ELF:bjr:8300

BELL CONFIDENTIAL ONLY

EXHIBIT No. 75

## Internal Memorandum

Oct. 27 1972

From: K. Iranzad, Sales Manager.

*Sikorsky  
about*

In great haste Sikorsky sent two of their helicopters Models S/67 (Black Hawk) and CH53 to be demonstrated in Iran before the arrival of the United States Government team (Oct 20 to 27). Their objective was to show the performance of the 'Black Hawk' helicopter before receipt of the 'Letter of Offer' from the U.S. Government in order to cancel or delay the contract for the purchase of 202 AH-1J Huey Cobras. According to Mr. Sylvester's request to take precautionary measures not to let the Black Hawk demonstration be magnified, we approached our friends in the IAF, IIA, IIGF and IIN to obtain their favourable response - they promised to act accordingly. *W*

The demonstration of these two helicopters took place in Teheran and, subsequently, in the Persian Gulf (during Navy Day) but none of them were successful or could affect Bell's program.

*[Signature]*

EXHIBIT No. 76



TEXTRON

Company  
PrivateResponse to Questions Posed by the Staff of the Senate  
Committee on Banking, Housing and Urban Affairs with  
Respect to Textron's Standards of Conduct

Textron has policies, firm, stated and disseminated company-wide, supporting the highest forms of business ethics and against the making of illegal, improper or questionable payments. A representative set of these written policy statements is attached. In addition, discussions of the standards of conduct expected within Textron have been held with Corporate and Division personnel on numerous occasions. G. William Miller has led those discussions.

Textron has had no cause to conduct a company-wide investigation of illegal, improper or questionable payments or to avail itself of the Securities and Exchange Commission's voluntary disclosure program. Our audit procedures, both internal and as conducted by our outside auditors, together with responses to a year-end statement received from over 1,100 members of senior Textron management both here and abroad, have revealed to date no material and reportable events. The form of statement circulated to and received from Textron employees is included in the attachments.

The efforts and diligence of both our internal and outside auditors have been strengthened and increased in this area. Our statement is being circulated again to senior management of Textron and its subsidiaries in connection with the 1977 year-end audit of Textron's books and records. If in the course of this procedure, our year-end audit or at any other time, matters of questionable conduct are brought to the attention of Textron management, they will be investigated and dealt with promptly.

January 17, 1978

**EXHIBIT No. 77**

Attachments  
as indicated:

- (i) Textron memorandum dated November 1, 1977 from G. William Miller requesting disclosure statement from senior personnel with respect to illegal, improper or questionable payments.
- (ii) Textron memorandum dated December 27, 1976 from G. William Miller on the same matters as (i) above.
- (iii) Textron memorandum dated May 12, 1977 from G. William Miller relating to Standards of Conduct.
- (iv) Textron memorandum dated August 16, 1976 from G. William Miller relating to Standards of Conduct: Policy as to Representatives, Agents, Consultants, Dealers or Distributors.
- (v) Textron memorandum dated December 8, 1977 from G. William Miller restating policy against giving or receiving gifts.
- (vi) Excerpts from Textron Management Guide on Standards of Conduct and political activity and political campaigns.

G. William Miller  
Chairman  
Textron Inc.

November 1, 1977

40 Westminster Street  
Providence, R.I. 02903  
401/421-2800

Illegal, Improper or Questionable Payments

To Division Presidents, Corporate Officers  
and Department Heads:

In order to maintain our vigilance and to help insure that Textron does not become involved in illegal, improper or questionable transactions, it is planned to continue the procedure established last year pursuant to which each key executive will be asked to sign a copy of the enclosed statement.

This letter and the form of statement are being distributed at this time in order to afford the Divisions sufficient lead time. Because the statement will be used in connection with the 1977 annual audit, no statement should be signed before the 1977 fiscal year end (November 30 or December 31, 1977, as the case may be). On the other hand, in order to facilitate the timely completion of the audit, the statements should be collected or returned, as indicated below, promptly after the applicable year end.

In the Corporate Office, each principal officer and department head is to sign a copy and return it to Ron Van Brocklyn, who as Vice President and Controller will make these records available to the auditors.

In each Textron Division or Subsidiary a statement is to be signed by the President and Controller (or equivalent officers) and also by such other key personnel throughout the Division, including its U. S. and non-U. S. locations, as the President considers appropriate. Because of the nature of the disclosure, statements should be obtained by those in sales, purchasing, accounting, finance, cash management, contract administration, international operations, public relations or general management who might have reason to know of matters of the type covered. The President should make all statements available for examination by Arthur Young and forward a copy of each to Ron Van Brocklyn.

Arthur Young may also be expected to include language similar to the statement in the "representation letters" which it normally requests from Division Presidents and Controllers in connection with its audit.

Sincerely,



GWM:ryn  
Enclosure.

cc: Directors  
W. F. Slattery  
Arthur Young & Co.

## TEXTRON

Statement as to Illegal, Improper  
or Questionable Payments

This statement is furnished in connection with the preparation of the audit of the consolidated accounts of Textron Inc. for 1977.

For the Textron fiscal year ended December 31, 1977, (or November 30, 1977, in the case of certain consolidated international operations) and for the period from the end of the fiscal year to the current date, I am not aware in my Division or unit of, or elsewhere in, Textron of (i) any illegal bribes, kick-backs or other improper or questionable payments having been made to or for the benefit of any person, corporation or government for the purpose of obtaining special concessions or for obtaining other favorable treatment in securing business for the company; (ii) any company funds or property having been made available, directly or indirectly, as political contributions in the United States or elsewhere, or that officers or employees were paid or reimbursed, directly or indirectly, for performing services or incurring expenses in political activities in the United States or elsewhere; and (iii) any company funds, property, or transactions which were not reflected or accounted for on the books, records or financial statements of the company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Employee name and title -  
please print)

\_\_\_\_\_  
(Division, subsidiary or unit  
of Textron)

G. William Miller  
Chairman

Textron Inc.

40 Westminster Street  
Providence, R.I. 02903  
401/421-2800

December 27, 1976

To Division Presidents, Corporate Officers  
and Department Heads:

Textron has always sought to assure the highest standards of conduct throughout the Company. Thanks to your support this message has reached all employees and the responsive attitudes have been encouraging.

Recent events have disclosed that many companies, either by negligence or deliberate action, have permitted various kinds of illegal or improper payments, accounting entries or other business or political dealings. Many criminal and civil actions have resulted, to the general discredit of business. As a result, every company has been charged with a greater responsibility to make sure that all its activities meet the tests of ethics and law and that there are no illegal, improper, or questionable transactions of any kind. Corporate auditing committees and independent auditors are requiring more comprehensive representations from officers and responsible personnel as to the correctness and completeness of accounts and records and the absence of any knowledge of illegal, improper or questionable matters.

In keeping with our own high standards, it is important that Textron exercise due diligence in this regard. We owe it to Textron shareholders and employees and to ourselves in management to confirm compliance throughout the company. As part of this effort, in conjunction with the annual audit by Arthur Young & Company each key executive will be asked to sign a copy of the enclosed statement.

In the Corporate Office, each principal officer and department head should sign a copy and return it to Ron Van Brocklyn, who as Controller will make these records available to the auditors. In each Textron Division or Subsidiary a statement should be signed by the President and Controller (or equivalent officers) and also by such other key personnel throughout the Division, including its U. S. and non-U. S. locations, as the President considers appropriate. Because of the nature of the disclosure, statements should be obtained by those in sales, purchasing, accounting, finance, cash management, contract administration, international operations, public relations or general management who might have reason to know of matters of the type covered. The President should make all statements available for examination by Arthur Young and the Corporate Controller. Arthur Young may also be expected to include language similar to the statement in the "representation letters" which it normally requests from Division Presidents and Controllers in connection with its audit.

While this procedure adds one more routine to our busy schedule, I feel it is essential to our commitment to excellence in all things. Your cooperation will be appreciated.

Sincerely,



GWM:cms

cc: Directors  
W. F. Slattery  
Arthur Young & Co.

## TEXTRON

Statement as to Illegal, Improper  
or Questionable Payments

This statement is furnished in connection with the preparation of the audit of the accounts of Textron Inc. for 1976.

For the Textron fiscal year ended January 1, 1977 and for the period from January 1, 1977 to date, I am not aware in my Division or unit of, or elsewhere in, Textron of (i) any illegal bribes, kickbacks or other improper or questionable payments having been made to or for the benefit of any person, corporation or government for the purpose of obtaining special concessions or for obtaining other favorable treatment in securing business for the company; (ii) any company funds or property having been made available, directly or indirectly, as political contributions in the United States or elsewhere, or that officers or employees were paid or reimbursed, directly or indirectly, for performing services or incurring expenses in political activities in the United States or elsewhere; and (iii) any company funds, property, or transactions which were not reflected or accounted for on the books, records or financial statements of the company.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee signature)

\_\_\_\_\_  
(Employee name and title -  
please print)

\_\_\_\_\_  
(Division, subsidiary or unit of  
Textron)

G. William Miller  
Chairman

Textron Inc.

May 12, 1977

40 Westminster Street  
Providence, R.I. 02903  
401/421-2800

Standards of Conduct

To Division Presidents, Corporate Officers  
and Corporate Department Heads:

Last December I asked each key executive to sign a statement as a means of confirming that there were no illegal, improper or questionable payments anywhere within the Textron family. This was part of the effort to fulfill our responsibility to shareholders and employees to conduct Textron's business in accordance with the highest standards of conduct. A review of the statements submitted has verified that there has been no deviation from Textron's standards -- and we can take pride in this fact. The signing of such a statement will now become a normal part of Textron's annual audit.

During the course of this procedure we did receive inquiries concerning Textron's policies in matters of "overbillings" and "accommodation payments". I would like to make it perfectly clear that neither is acceptable.

Overbilling occurs, for example, when a foreign distributor requests a U. S. company to overbill it for products with an understanding that the amount overbilled will be applied to or for the account of the distributor. While it may only lead to the establishment of a credit balance which can later be applied against subsequently purchased products, overbilling has the potential for abuse as a method to evade exchange control restrictions or taxes. Textron's policy is that all invoices must accurately reflect the true sales price and terms of sale.

So-called "accommodation payments" to overseas dealers, distributors or representatives is another area to be avoided. This practice -- where all or part of a commission or discount actually earned is paid, at the request of the customer, in a country other than the country in which

Page Two  
May 12, 1977

the customer is located, or to a designated third party, or is retained on the books and later paid to an individual officer, director or shareholder of the customer -- is contrary to Textron's policy. Such accommodation payments can be used as a method of avoiding taxes or exchange control restrictions and Textron will not be a party to this. All commission payments or other such payments to a customer must be paid directly and regularly to such customer in the country in which it is located or must be periodically used to reduce existing accounts receivable from such customer, unless good business practice (e.g., doubtful credit standing of customer) dictates that the customer always maintain an agreed upon credit balance. Commissions or discounts earned by a corporate entity must not be paid to the individual accounts of its officers, directors or shareholders. In those instances where the customer has multiple places of business or multiple operations, the payment should be made to the entity ordering the product in the country from which the order originated.

I greatly appreciate the attention each of you and your associates have given in the past to maintaining high standards. I will continue to count on your support in the future to be vigilant in meeting our responsibility to insure that the accounts and records of Textron and all its affiliates are complete and accurate and that no illegal, improper or questionable payments of any kind are made or condoned.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

GWM:ryn

cc: Directors  
Chikara Hiruta





G. William Miller  
Chairman

Textron Inc.

40 Westminster Street  
Providence, R.I. 02903  
401/421-2800

August 16, 1976

Standards of Conduct: Policy as to  
Representatives, Agents,  
Consultants, Dealers or Distributors

To Presidents of Textron Companies:

It is long-standing Textron policy to do business -- whether as a seller or as a buyer of goods or services -- only on the basis of merit. It is completely unacceptable to seek or obtain business through the use of bribes, kickbacks, lavish entertainment or any other improper payments or favors.

While we know of no unlawful or improper payments within Textron, the number of reported instances of such practices in other companies is ample reminder that we need to be diligent in assuring compliance with our established standards.

The responsibility runs not only to the behavior of Textron employees, but also to the conduct of representatives, agents, consultants or others who act or appear to act on behalf of Textron. In the light of events, we need to reinforce the standards expected of such persons or firms by setting forth express terms in our agreements with them. Accordingly, with every new agreement and each renewal of an existing agreement with a domestic or international agent or representative, by whatever name, each Textron Division, subsidiary or other unit is to require the inclusion of a provision substantially as follows:

" \_\_\_\_\_ represents that it has not and agrees that it will not in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving [the Textron unit], make any payment or transfer anything of value, directly or indirectly, (a) to any governmental official or employee, (b) to any officer, director, employee or representative of any actual or potential customer of [the Textron

Page Two  
August 16, 1976

unit], (c) to any officer, director or employee of Textron or any of its affiliates, or (d) to any other person or entity if such payments or transfer would violate the laws of the country in which made or the laws of the United States. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence of extortion, kickbacks or other unlawful or improper means of obtaining business. This section shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value."

The importance of high standards of conduct in business dealings is as important in the United States as in any other country. It would be a mistake to focus concern in this matter only in dealings outside the U. S., so it is expected that the above provision will apply throughout the world.

The concern is of equal importance in the case of a dealer or distributor who may appear to act on behalf of Textron even though actually buying for its own account and reselling at its own risk. The above provision must be included in "dealer" or "distributor" agreements where the other party is actually in the role of a commission agent or sales representative. But the provisions may be omitted if the dealer or distributor (i) is completely independent, (ii) buys and sells strictly for its own account, (iii) is not on a commission or contingent fee basis, and (iv) you know that the relationship is a straight-forward business arrangement. If the role of the dealer or distributor is unclear, it is recommended that the Textron Legal Department be consulted.

It is a great credit to each of you, and to all your associates, that Textron's rapid growth has been accomplished without losing control over our standards. Your cooperation in this effort to improve our procedures will be greatly appreciated. The Textron Legal Department will provide any assistance in interpreting the policy or adapting it to your specific situation.

Sincerely,



GWM:ryn  
cc: Corporate Officers  
Directors

G. William Miller  
Chairman

Textron Inc.

December 8, 1977

40 Westminster Street  
Providence, R.I. 02903  
401/421-2800

Gifts and Gratuities

To Presidents of Textron Companies,  
Corporate Officers and Department Heads:

As 1977 draws to a close, I would like to remind you of Textron's policy against giving or receiving gifts or other gratuities of value. This policy is summarized as follows:

An employee of any Textron unit must not receive, directly or indirectly, through a member of his family or otherwise, any payment, rebate, commission, loan or any other reward of any significance from any other party doing or seeking to do business with any Textron operation. Employees should not accept any gifts, other benefits or unusual hospitality that might influence or reasonably be thought to influence their judgment in making a purchasing or other type of business decision.

Each Textron Company should periodically advise all vendors of the Company's policy against accepting gifts or other forms of remuneration.

We have received letters from several leading companies reminding us of similar policies against their employees receiving gifts. It is as important that we refrain from offering or making gifts to others that may be misinterpreted as it is that all Textron personnel forego receiving any items of value.

Bear in mind that Textron's policy is intended to avoid improper influences or even any appearance of improper influences. It does not eliminate small advertising items or mementos of nominal value.

Please be sure that Textron's policy on this matter is again called to the attention of all employees and suppliers.

Sincerely,



GWM:ryn  
cc: Directors

## 6.0 Standards of Conduct

Nothing is more important than that all Textron personnel should conform to the highest standards of conduct. The policies set forth below are designed as guidelines for such ethical conduct.

### 6.1 Conflicts of Interest

Textron expects undivided loyalty of its officers and employees at all levels, measured by the highest ethical standards. Officers and employees must be free from any business, governmental or other influence, interest or relationship that might conflict with the best interests of Textron.

To implement this policy, there is a continuing requirement of disclosure by all directors, officers and employees of any circumstances which might be alleged to contravene Textron policy.

Since it is Textron's firm policy to obey all applicable laws, there can be no conflict between the individual's duty to observe the laws of the land and his duty to Textron.

**Background.** Textron's policy in this regard is broader and more encompassing than a mere statement that the laws must be observed. It includes responsibility and loyalty as measured by principles or standards of behavior which, although not codified, represent the ethical sense of the community. Enlightened rather than blind loyalty is expected.

Each employee must avoid any investment, interest or association which might interfere or be thought to interfere with the independent exercise of his judgment in the best interest of Textron.

The continuing requirement for full disclosure in no way represents an intention on the part of Textron to police the activities of corporate or divisional officers and employees. This policy is simply recognition of the fact that few substantial questions of conflicts of interest can exist where there is full knowledge by Textron of all the facts. In the few instances where such a question might exist after full disclosure, corrective steps generally can be taken to avoid the problem without interfering with the private interests of the individual involved.

Conflicts of interest must be avoided not only with respect to the activities of Textron, including all its Divisions and subsidiaries, but also with respect to the companies in which the American Research and Development Division maintains an investment.

### Examples

Although it is impractical to specify all those circumstances which would be contrary to Textron's policy, the following examples are representative of some of the circumstances which might contravene the policy, and which require disclosure of all the facts to permit evaluation:

**Restrictions on Transactions Affecting Textron.** A conflict of interest may arise where an officer or employee of any Textron unit, or a member of his family, has an interest or relationship with anyone who is a party to a transaction with Textron or any Textron Division, unit or affiliate. A conflict can arise, however, only where the officer or employee or family member is in a position to make, influence or benefit from decisions pertaining to the transaction, and the interest or relationship is sufficiently substantial to be reasonably thought by others to be a factor in his judgment or action concerning the transaction.

**Restrictions on Participation in Suppliers and Others.** A normal investment in the securities of a widely held corporation listed on a public exchange, where Textron's or a Textron unit's transaction with that corporation would not affect the value of such securities, would not be a substantial interest in violation of Textron policy. But an investment or interest of comparable dollar value in a smaller supplier, customer, contractor or other firm dealing, or seeking to deal, with Textron or any Textron Division, unit or affiliate might well be a substantial interest in contravention of Textron policy and so require disclosure. Similarly, disclosure of all the facts concerning services rendered by an officer or employee of a Textron unit, or by a member of his family, as an officer, employee, director or consultant to any other party competing, dealing or seeking to deal with Textron or any Textron Division, unit or affiliate is required to determine whether there is a substantial relationship prohibited by the policy.

**Restrictions on Gifts or Values from Suppliers or Others.** No officer or employee of any Textron unit can accept, directly or indirectly, through a member of his family or otherwise, any payment, rebate, commission, loan, service or accommodation of value from any other party doing or seeking to do business with Textron or any Textron Division, unit or affiliate. Acceptance of entertainment, travel or gifts may be deemed by others to affect the judgment or action of an officer or employee in the performance of his employment with a Textron unit and would also violate this policy.

**Restrictions on Property Transactions.** To acquire an interest in property of any kind which the officer or employee knows Textron or any Textron unit contemplates purchasing or acquiring, is clearly in violation of Textron policy.

To acquire an interest in property which might appreciate in value because of its location near property which the officer or employee knows Textron or any Textron Division, unit or affiliate contemplates purchasing may also be a violation of the policy. Contemplated disposition or sale of property based upon confidential knowledge of proposed actions by Textron or any Textron Division, unit or affiliate would also require disclosure.

There are other situations which, while not clear-cut violations of the conflict of interest policy, are nevertheless inconsistent with high standards of business ethics. Should an employee invest in a supplier even though his position is remote from any business decisions of any Textron unit with respect to that supplier? Is an employee's association with other business firms, say as a director or member of an advisory board, a violation of Textron policy? These are but examples of situations in which difficult questions of judgment are involved. Outside business affiliations, discussed below, should be disclosed by an employee and discussed with his supervisor or Division President who will be expected to consult with the Textron Corporate Office on the matter.

## 6.2 Outside Business Activities

Each officer and full-time salaried employee in a management position in Textron or any Textron unit is expected to devote his time, energy and skills during regular business hours to the business

and affairs of his Textron employing unit. Outside business activities should not compete with one's duties and responsibilities to Textron. Serving as an officer or director of any other corporation or firm engaged in business for profit or performing duties or services of a professional or business nature for another firm requires prior approval of the cognizant Division President or the Textron Corporate Office. In the case of a Division President, prior approval of the Textron Corporate Office is required.

### 6.3 Confidential Information

No officer or employee may use or release to others, for his own personal profit or benefit or otherwise, any data, plans or decisions or other confidential (i.e. nonpublic) information to which he has access by reason of his employment by Textron or any Textron unit. Use or disclosure of such confidential information will be considered a serious breach of employee loyalty and ethics. It may also constitute a violation of law.

Confidential information includes knowledge of manufacturing processes, whether patented or not, costs, pricing policies, profit margins, files and customer lists. Likewise, all products, techniques and processes developed by employees of Textron or any Textron unit remain the property of the Company.

### 6.4 Securities Transactions

No officer, employee or other person shall derive any personal gain from the possession of information about Textron or any Textron unit which is nonpublic. A breach of this policy will not only be considered a serious breach of ethics and duty, but also might be a violation of federal or other securities laws. Such a violation will subject the offender to extensive civil, and possibly criminal, penalties.

This policy will be implemented, in part, by a continuing requirement of disclosure by all officers of all transactions in Textron's securities.

**Background.** Textron encourages ownership of its securities by employees of Textron units throughout the world. The Textron Employees Stock Savings Plan is evidence of the Textron belief that its personnel should have the opportunity to share in the equity ownership of Textron.

Both the applicable securities laws and fairness to Textron's shareholders and the investing public require that inside information

obtained by an officer or employee in the course of his employment be confidential until generally disclosed to the public. "Inside information" includes any information about Textron or any Textron unit which has come directly or indirectly from Textron sources, which has not been disclosed generally to the business and financial community and the dissemination of which is likely to affect the market price of any Textron securities or is likely to be considered important by reasonable investors in determining whether to trade in such securities. As a rule, information has been generally considered to be disclosed when it has been published and disseminated in the financial or business press or in a trade publication. Where there is doubt, information which has not been publicly disclosed should be deemed confidential.

### Examples

**Restrictions Related to Acquisitions.** A sensitive area that is particularly pertinent to Textron is knowledge of impending acquisitions. Textron officials and employees often are aware of an impending acquisition before the status of the negotiations can or should be made public. Since knowledge of prospective acquisitions might affect the market price of securities of Textron or of the company to be acquired, it would be a violation of ethics, Textron policy, and, in many cases, securities laws, for an officer or employee of any Textron unit having knowledge of any such development to trade in Textron securities or in the securities of the company to be acquired or to inform others of the situation before knowledge of the proposed acquisition became widely known to the public.

**Restrictions Related to Nonpublic Information.** Other important matters which might affect the market price of Textron securities and which are known to at least some Textron personnel prior to public disclosures include dividend changes, earnings reports, major contracts and new-product developments. Stock transactions by officers or other employees having knowledge of a development of material importance should be avoided prior to public announcement and adequate time for public awareness. The same considerations apply to the families or close associates of officers and employees who are often presumed to have preferential access to information. As far as the law is concerned, they are also insiders.



**Restrictions on Short-Term Transactions.** It must be recognized that in the absence of suitable explanation, short-term transactions in Textron securities by an officer or employee of the Textron Corporate Office or of the administrative group of a Division will generally be considered transactions undertaken as a result of misuse of confidential information.

**Considerations in Selling Textron Securities.** In the case of corporate and divisional officers, a further consideration should be taken into account in making a decision to sell Textron securities. Sales, as well as purchases, of Textron securities by Textron officers and directors become public knowledge through the required filing of monthly reports, and sales of shares by divisional officers, although not formally reported or publicized, frequently become public knowledge. In addition to being sensitive to the timing of transactions in Textron securities because of knowledge of confidential information, personnel whose sales of Textron securities are likely to become public knowledge must consider whether the timing of their sales might have an adverse effect on investor confidence in Textron.

#### 6.5 Trading in ARD Investments

The considerations outlined above for dealing in Textron securities should be treated as applicable to transactions by key Textron personnel in the securities of companies in which Textron's American Research and Development Division maintains an investment. In addition, Textron directors and officers and ARD personnel may not purchase or sell securities of such companies without the prior approval of the Textron Corporate Office, unless the securities being purchased or sold are being traded solely on the basis of public information, are listed on a national stock exchange and the amount is not significant in relation to the daily volume of that stock's trading. This rule, based upon ethical and policy grounds, but embodying the thrust of securities laws as well, is designed to maintain unimpaired the high reputation of ARD.

**Political Activity and Political Campaigns.** Political activity is a continuous process in any democracy involving many local, state and national elections. National elections recurrently bring such activity to a peak.

Textron and its Divisions do not and cannot support or take a position as to any political party or the election of any particular candidate, either on an international, national or local level. There are various national and state laws forbidding or severely restricting corporate political activity. For example, in the United States, corporations are prohibited by the Corrupt Practices Act from making contributions in connection with any federal office, including primary elections and political conventions held to elect candidates. The term "contribution" includes gifts, subscriptions, loans, advances or "anything of value".

It is Textron's policy to abide both by the letter and the spirit of such laws, and to apply the same policies to elections at all levels.

No company contributions to candidates or parties are to be made in any form, direct or indirect. For this reason, it has always been Textron's policy that there be no company advertisements in convention programs or otherwise to support indirect political activities.

Payroll deduction plans should not be used for political fund raising, unless expressly permitted by applicable laws, and then only with prior approval of the Textron Corporate Office. Employees or groups of employees contributing funds to candidates or parties should do so only as individuals with their own identification. Visitations or solicitations by candidates for public office should not be conducted or permitted in company offices, plants or other facilities; such activities tend to create the impression of partisanship as well as to disrupt work schedules.

A democracy functions best to the extent that its citizens take an interest in the political process. It is the duty of each of us to be aware of and have an interest in politics and political candidates. Therefore, personal participation in political activities by employees of Textron and its Divisions is encouraged. This includes individual contributions to political parties and volunteer work.



BELL HELICOPTER COMPANY  
POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

497

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

May 4, 1972

Lt. Gen. H. Toufanian  
Deputy Minister of War for Armament  
Saltanat-Abad  
Tehran, Iran

Dear General Toufanian:

This should serve to confirm my cable of May 3rd in which I informed of plans for a group of Bell Helicopter officials to arrive in Tehran on May 19th. In addition to the undersigned, the group will consist of:

|                        |  |
|------------------------|--|
| <u>C. R. Rudning</u>   | Vice President -<br>Program Management |
| E. J. Smith            | Chief Flight Operations<br>Engineering |
| <u>J. E. Gallagher</u> | Regional Marketing<br>Manager          |

The purpose of the visit is to finalize plans and to complete detailed preparations for the demonstration of our Model AH-1J and Model 214 helicopters to the Imperial Iranian Armed Forces. This is in accordance with your letter dated April 18th to Mr. J. F. Atkins, President, and his reply dated April 25th.

By separate letter to Air Taxi, our representative, we have provided him with a detailed list of items that need to be reviewed, studied and resolved during our stay. These include such things as demonstration sites, schedules, transportation, supporting facilities and services, performance data, etc.

In advance of our arrival our representative will have alerted appropriate organizations and officials of our need to explore

EXHIBIT No. 78

498

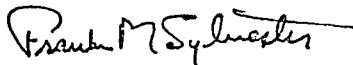
Page No. 2

these important areas with them and to plan with them what we are confident will result in a most successful and productive program.

I was greatly disappointed that I was unable to be in Fort Worth at the time of your recent visit to Bell.

Messrs. Ducayet and Atkins join me in sending our warmest personal regards, and I look forward to renewing our acquaintance in about two weeks.

Sincerely,



Frank M. Sylvester

FMS:pb-105

cc: Mr. H. Dehesh  
Mr. A. H. Zanganeh

Form 4564 Department of the Treasury Internal Revenue Service Information Document Request Request No. 20

To: (Name of Taxpayer and Company Division or Branch)
Tentron, Inc. (Bell Helicopter Co.)
Arlington, Texas
Please return part II with listed documents to requester identified below.

Subject
Outside Commissions

Dates of Previous Requests

Description of Documents Requested
Please furnish information such as the commission contract, payee, date of payment, and proof of payment to support the deduction of \$1,500,000.00 as outside commissions on sales to Iran.

6/23/77
Agent requested schedule of Year of ship deliveries.

6/23/77
Documentation will be made available for your review with de copying Transmittal.

Agent was given agreements cancelled copies for his review. No copies were provided in his files. Troll provided explanation of transaction and background.

Heard

6/23/77
None of the attached was given to [unclear] to [unclear] [unclear] [unclear]

EXHIBIT No. 79

Name and Title of Requester: J. Audin Internal Revenue Agent
Office Location: Fort Worth, Texas
Date: 6/1/77

| FORM 886-A<br>(REV. APRIL 1968)                         | EXPLANATION OF ITEMS   | SCHEDULE NO. OR<br>SERIES |                                |           |      |       |      |       |      |                    |                  |  |
|---|--|---------------------------|--------------------------------|-----------|------|-------|------|-------|------|--------------------|------------------|--|
| NAME OF TAXPAYER<br>Textron, Inc. (Bell Helicopter Co.) |  | YEAR/PERIOD ENDED<br>1973 |                                |           |      |       |      |       |      |                    |                  |  |
|   | <p>(k) Outside Commission # 1,500,000.00<br/>           \$1,500,000.00 is shown as being deducted in "Other Expenses" as "Outside Commission." On Schedule M at year end, \$500,000.00 was used as a reduction of purchases resulting in a net deduction for income tax purposes of \$1,000,000.00 for "Outside Commission." The following is an explanation of this adjustment.</p> <p>Manufacturers Foreign Representative Agreement between Bell Helicopter Co. and Air Inc Company, dated Jan 15 1970.</p> <p>Schedule A<br/>           (k) Manufacturers Foreign Representative Agreement dated 1/15/70)</p> <p>The commission payable to the Representative in accordance with Section 4(a) to such agreement as set forth below:</p> <p>Standard Export Purchase Agreement covering the (1) to (5) Helicopters:</p> <table border="1"> <thead> <tr> <th>Listed Product</th> <th>Commission on Basic Helicopter</th> </tr> </thead> <tbody> <tr> <td>47 Series</td> <td>7.5%</td> </tr> <tr> <td>205 A</td> <td>4.0%</td> </tr> <tr> <td>206 A</td> <td>7.5%</td> </tr> <tr> <td>VH-1, OH-13, AH-1G</td> <td>To be negotiated</td> </tr> </tbody> </table> | Listed Product            | Commission on Basic Helicopter | 47 Series | 7.5% | 205 A | 4.0% | 206 A | 7.5% | VH-1, OH-13, AH-1G | To be negotiated |  |
| Listed Product  | Commission on Basic Helicopter   |                           |                                |           |      |       |      |       |      |                    |                  |  |
| 47 Series   | 7.5%   |                           |                                |           |      |       |      |       |      |                    |                  |  |
| 205 A   | 4.0%   |                           |                                |           |      |       |      |       |      |                    |                  |  |
| 206 A   | 7.5%   |                           |                                |           |      |       |      |       |      |                    |                  |  |
| VH-1, OH-13, AH-1G                                      | To be negotiated   |                           |                                |           |      |       |      |       |      |                    |                  |  |

| FORM 886-A<br>(REV. APRIL 1968)   | EXPLANATION OF ITEMS   | SCHEDULE NO. OR<br>EXHIBIT                |
|---|------------------------|---|
| NAME OF TAXPAYER  | YEAR/PERIOD ENDED      |   |
| Textron, Inc. (Bell Helicopter Co.)                                     | 1973                   |   |
| (b) Outside Commissions (Continued)                                     |                        |   |
| Standard Export Purchase Agreement Covering Three (3) Helicopters       | Listed Products        | Commission                                |
| Same Product as listed above  |                        | To be negotiated                          |
| Standard Export Purchase Agreement Covering Spare Parts and Accessories | Listed Products        | Commission on Spare Parts and Accessories |
| Spare Part and Accessories  | applicable to products | listed above                              |
|   |                        | 10%                                       |
| Dry and wet chemical applicators,                                       |                        |   |
| nozzles, and related engine and   |                        |   |
| airframe parts required for   |                        |   |
| applicator installation   |                        | 10%                                       |
| Engines and Engine Parts other  |                        |   |
| than associated with applicator   |                        |   |
| installation and accessories  |                        | To be negotiated                          |
| Special Equipment   |                        | To be negotiated                          |
|   |                        |   |
|   |                        |   |
|   |                        |   |
|   |                        |   |
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| DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE                   | FORM 886-A (REV. 4-68) | Page                                      |

|   |                             |                            |
|---|-----------------------------|----------------------------|
| FORM 886-A<br>(REV. APRIL 1968)                         | <b>EXPLANATION OF ITEMS</b> | SCHEDULE NO. OR<br>EXHIBIT |
| NAME OF TAXPAYER<br>Textron, Inc. (Bell Helicopter Co.) |                             | YEAR/PERIOD ENDED<br>1973  |

(k) Outside Commission (continued)

Amendment No. 3

It is agreed between Bell and the Representative that this Amendment No. 3 shall amend, supersede, and replace Amendments Nos. 1 and 2 referred to above and that this Amendment No. 3 is the sole and exclusive agreement between the parties applicable to the sale by Bell and the U.S. Government of Bell products and services to the Supreme Iranian Government. In all other respects, except for the changes to the agreement set forth below as Paragraph B, the agreement of 15 June 1970 shall remain unchanged and in full force and effect.

As recognition of all past services and expenses rendered or incurred by Representative to assist Bell under the agreement of 15 June 1970 and Amendments No. 1 and 2 thereof, and in consideration of the agreement evidenced by this Amendment 3, and particularly the provisions of Paragraph C hereof, Bell has paid and will pay the amounts specified below in accordance with the following schedule and such amounts are agreed to constitute full payment for all amounts in any way due to Representative for all sales of supplies or services made by Bell or Bell Helicopter International, Inc., either directly or through the U.S. Government prior to 29 June 1973.



| 886-A<br>REV. APRIL 1968   | EXPLANATION OF ITEMS | SCHEDULE NO. OR<br>EXHIBIT |
|--|----------------------|----------------------------|
| NAME OF TAXPAYER   | YEAR/PERIOD ENDED    |                            |
| Textron, Inc. (Bell Helicopter Co.)  | 1973                 |                            |
| (k) Outside Commission (continued)   |                      |                            |
| and representative release Bell for all such claims<br>in any way arising  |                      |                            |
| 29 June 1973   | 1,000,000.00         |                            |
| 1 July 1974  | 1,000,000.00         |                            |
| 1 July 1975  | 950,000.00           |                            |
| <p>B. The parties agree that Paragraph 4 entitled Commission Payable to the Representative, contained within the Representative Agreement is hereby amended to provide that Bell shall not pay any additional amount or commission on past or future sales of any product or services made directly by Bell or through the U.S. Government for use of the Armed Forces of Iran, and sales to Military Industrial Organization (MIO) or the Iran Helicopter Industries (IHI).</p> |                      |                            |
| <p>C. Air Iran agrees, in consideration of the payments specified in Paragraph A, to continue to provide assistance and support to Bell Helicopter Company and Bell Helicopter International in Iran, in performance of contracts executed prior to the effective date hereof, directly with Iran and through the U.S. Government for supplies and services until all such contracts are completely performed.</p>   |                      |                            |
| DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE  |                      | FORM 886-A (REV. 6-68)     |
|  |                      | Page -                     |

| FORM 886-A<br>(REV. APRIL 1968)  | EXPLANATION OF ITEMS | SCHEDULE NO. OR<br>EXHIBIT |
|--|----------------------|----------------------------|
| NAME OF TAXPAYER   | YEAR/PERIOD ENDED    |                            |
| Textron, Inc. (Bell Helicopter Co.)  | 1973                 |                            |
| (k) Outside Commissions (continued)  |                      |                            |
| <p>D. In the event the present program, which calls for delivery of 489 helicopters to Iran by Bell Helicopter Company, is reduced for any reason, the compensation specified in Paragraph A will be reduced by \$3,000.00 for each helicopter less than 489 which is not delivered to Iran.</p>                                       |                      |                            |
| <p>E. This amendment shall become effective on this 29 June 1973 and shall continue until terminated in accordance with Item 6, Term and Termination, of the Basic Manufacturer Foreign Representative Agreement dated 15 June 1970, and shall be attached to the agreement of 15 June 1970 as therein provided in paragraph 5(c).</p> |                      |                            |
| <p>In witness whereof, the parties hereto have caused this agreement to be duly executed on this 29 June 1973.</p>   |                      |                            |
|  |                      |                            |
|  |                      |                            |

|   |                      |                            |
|---|----------------------|----------------------------|
| FORM 886-A<br>(REV. APRIL 1968)                         | EXPLANATION OF ITEMS | SCHEDULE NO. OR<br>EXHIBIT |
| NAME OF TAXPAYER<br>Textron, Inc. (Bell Helicopter Co.) |                      | YEAR/PERIOD ENDED<br>1973  |

(b) Outside Commission (continued)

Based on the preceding, it appears that these total expenses of \$2,950,000.00 should be amortized over the length of time it takes Bell to produce and collect the sales price on these 489 helicopters. Following is a computation of the amortization.

\$2,950,000.00 commission divided by 489 (the number of ships to be produced) results in a commission of \$6032.72 per helicopter.

| Year | Amt. Expensed  | Ships Delivered | Amortization   |
|------|----------------|-----------------|----------------|
| 1973 | 1,000,000.00   | 0               | 0              |
| 1974 | 1,000,000.00   | 42              | \$253,374.24   |
| 1975 | 950,000.00     | 129             | 778,220.88     |
| 1976 | 0              | 192             | 1,158,282.24   |
| 1977 | 0              | 126             | 710,122.64     |
|      | \$2,950,000.00 | 489             | \$2,950,000.00 |

## ARTHUR YOUNG &amp; COMPANY

277 PARK AVENUE  
NEW YORK, N. Y. 10017

January 27, 1978

Mr. Bruce Freed  
Senate Banking Committee  
Room 5306  
New Senate Office Building  
Washington, D. C. 20510

Re: Textron Inc.

Dear Mr. Freed:

This letter is in response to your telephone call of January 25, 1978 in which you requested copies of all documents in the possession of Arthur Young & Company relating to the following matters:

- the termination of an agreement between Textron Inc. and Air Taxi in 1973 and the termination payment of \$2,950,000 to Air Taxi;
- any reference to General Khatemi;
- any reference to the ownership or management of Air Taxi;
- any reference to the use of Air Taxi or Mr. Zanganeh in connection with sales of helicopters to Iran during the period 1972 to 1975 including those documents relating to the sale of about \$500,000,000 in helicopters to the Iranian armed forces in 1973;
- any reference to the non-inclusion of the \$2,950,000 payment to Air Taxi in 1973 as reimbursable costs under military sales procurement regulations;
- any reference to the SEC voluntary compliance program in foreign payments and any correspondence with or documents furnished to the Internal Revenue Service in connection with Textron's payment to Air Taxi in 1973 of \$2,950,000.

EXHIBIT NO. 80

ARTHUR YOUNG &amp; COMPANY

Mr. Bruce Freed  
Senate Banking Committee

January 27, 1978

-2-

We have conducted a file search at the Arthur Young & Company offices (New York, Providence and Fort Worth) which dealt with these matters and have compiled all documents which relate thereto. Matters appearing on the originals of these documents which are unrelated to your requests have been deleted on the copies available for your review. Duplicate copies of the same material found in different files have, of course, only been included once unless there were different handwritten notations in which event both copies were included.

My review of these workpapers confirmed the following:

1. We became aware of the payment of the initial installment of the \$2,950,000 in connection with our annual audit of Textron Inc. for its fiscal year 1973 and were aware of the subsequent installments paid in 1974 and 1975. Our annual year-end audit review memo prepared by our Fort Worth Office noted these payments were "in lieu of commissions on the Iranian sales."
2. There is no reference to a General Khatemi and no knowledge of any relationship between him and Air Taxi.
3. As our workpapers indicate, based on our review of the contract and discussions with management at the Bell Helicopter Division and Textron Corporate, there was no indication that the payment was anything other than a legal and ethical contractual business arrangement. We did propose to the Company that this payment be charged to expense over a different period; however, the difference between our proposal and that followed by the Company was clearly immaterial to the consolidated financial statements of Textron Inc. and such adjustment was waived.
4. It is our understanding that this payment settled all future claims of Air Taxi which might arise in the event of additional sales by Textron to the Government of Iran.
5. The payment, when expensed, was properly classified as selling expense and was not charged to costs relating to the manufacture of helicopters for delivery to the Government of Iran.

ARTHUR YOUNG & COMPANY

Mr. Bruce Freed  
Senate Banking Committee

January 27, 1978

-3-

Should you have questions concerning any matter in our workpapers please call me at (212) 922-5920.

Yours very truly,

*William F. Slattery*

William F. Slattery

Enclosure

cc: Mr. Thomas D. Soutter  
Textron Inc.

Ex No-81  
for 2-13-60Records of Registered

First Registration

1 Farvadin 1337 (1958)  
Registration Number 6947AIRTAXI

200 Shares, value each 50,000s

Capital = 6,000,000s

Share Holders: Nader Jahambani: 56 Shares without name, 4 with name  
 Amir Khatami : 36 Shares without name, 4 with name  
 Ahmad Shafik : 36 Shares without name, 4 with name  
 (Balance of 80 Shares without name)

AIRTAXI

Second Registration

25~~k~~Hordad 1344 (25~~k~~ 1960)

Capital = 10,000,000s

100 Shares, value each 100,000s

Share Holders: Amir Zanghani: 50 Shares = 5,000,000s (Managing Director)  
 Ahmad Shafik : 25 Shares = 2,500,000s  
 Frederick Eshoo: 25 Shares = 2,500,000s

Unofficially it was known at Merhabad that Frederick Eshoo sold his shares to Jahambani for roughly \$35,000.00 approximately two years ago.

HELI TAXI

First Registration

4 Aban 1345 (Number 9554)

Capital = 10,000,000s

1000 Shares, value each 10,000s

Share Holders: Mr. Taghi Behnam: 170 Shares  
 Mr. Nasradin Nasserri: 170 Shares  
 Mrs. Patricia Tandi (Represented by Dr. Mohamad Ali Parsae  
 170 Shares)  
 Mr. Meyheou 490 Shares (on behalf of Airwork Int'l Co)  
 Mr. Javad Moshtaghi Auditor

12-10-1345

Mrs Patricia tandi resigned and Mr. Edgar Bristow registered as board of Directors. It is reported that Edgar Bristow purchase Patricia Tandi Shares which totaled 170 Shares plus the 490 Shares owned by Meyheou makes Airwork Int'l Company actually controlling 660 Shares of the Company.

Instead of 51% Iranian owned company, the company Heli-Taxi is 66% Foreign owned with Iranian ownership being only 34%. The Iranian Civil Aviation Act states minimum percentage of 51% Iranian Owned and maximum of 49% Foreign owned. Possibly there could even be more than the 66% Foreign owned in the Company the way the cover up appears.

(This information was obtained approximately three months back and now could be changed again, and is only submitted to you for basic information on what appears to be something on the surface but something else covered up with no names listed, etc.)

## Dunn-Bradstreet Information for Heli-Taxi:

Registration Date: 4 Aban 1343 (November 1964)

Registration No.: 9594

Capital: 10,000,000 Rials (1,000 shares, 10,000 rials each)  
One-third of capital paid at registration

## Shareholders:

|                                    |            |
|------------------------------------|------------|
| Airwork International Co . . . . . | 490 shares |
| (subsidiary of British United)     |            |
| Mr. Nasradin Nasseri . . . . .     | 170 shares |
| Mr. Taghi Behnam . . . . .         | 170 shares |
| Mr. Edgar Bristow . . . . .        | 170 shares |

Although Iranian Civil Aviation Law requires that light aircraft transportation companies be 51 percent Iranian owned, it is apparent that the British interests (Airwork International and Mr. Bristow) control 66 percent of Heli-Taxi shares. Also, it is rumored that Mr. Nasseri turned his shares over to someone once the operating rights were established. Mrs. Zandi (who was a Hilton Hotel employee) does not appear on the Dunn-Bradstreet records as a shareholder.



2-43-78  
Ex No. 82

14 January 1967

Mr James Felton  
Export Area Manager  
Bell Helicopter Company  
PO Box 482  
Fort Worth, Texas

Cable: OLDISH-Beirut  
Mail: Office 73 Saroulla Bldg  
Hamra St, Beirut  
POB 1969

Dear Jim:

John Bolton just left Beirut last night after coming into tell me we have finally gotten the new company completed and registered, and with the new set up it should open many doors now that we have General Khatami as partner silently along with Dr Safavi the head of the legal department of civil aviation and others. We own 49% of the new company and it is 51% Iranian.

We are submitting a proposal for five or 10 G-5 for the Ministry of Agriculture. The Ministry of Agriculture wanted 20 Cessna Agwagons and John was to be in a meeting today. He is going to push it or try to push it to G-5, although they have no helicopter pilots period. We also are submitting a proposal whereby the Ministry would buy the G-5's, we will contract to operate them for the Ministry and also lease them from the Ministry for use in other countries in the off season. What is the delivery time now on G-5's? Please send me this back rightaway.

The new companies name is Skerkat Sahami Tayar Pars, and we intend to make them our agents under our franchise, or our dealer. This way we can control them if they ever start bleeding the company blind. John is now following along the NICO helicopter sale, the Traffic Police, and Ministry of Agriculture. He will follow the consortium as well. We have also applied for 20,000 meters of land at Mexhabad where the new maintenance set up will be built.

I believe Jim sincerely that with this monopoly, we will be able to really do something we started to before, and slowly started to succeed. But in this set up we have all the blessings of everybody.

John also asked me to have you make up proform invoices for (2) 476 and (2) G-5 with two tanks or equiped. This is for the Gendarmerie. As they are getting themselves into a corner on Cessna Skyhook spares, I wrote a letter last week to the Commanding General telling him that the Cessna helicopter spares are terminating, as well as the engines, and that the Gendarmerie should start planning another small helicopter. Jo told me they were pleased with the letter, and asked for quotations again. Can you please send these through as soon as possible. Also what is delivery now on the UH1D and 204B? Do you still have UH1D immediately available? Since your course, William H. French  
Man

Ex. No. 83


**BELL  
HELICOPTER COMPANY**

 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **extron** COMPANY

 In reply refer to:  
03:GMK:surl587

30 January 1957

Mr. William H. French  
 Managing Director  
 International Helicopter Consultants, Inc.  
 73 Saroulla Bldg.  
 Hamba Street  
 Beirut, Lebanon

Dear Bill:

Jim Felton is in the process of leaving Bell Helicopter Company, and I have been assigned as his replacement. I look forward to working with you, and suggest that your communications be addressed to me - as of now - so that we will not waste time.

Jim has passed to me your letter of 14 January, and the requested proformas are enclosed. Per a telephone conversation with Mr. Bell in Wichita I have reduced the quantity of G-3B-1's from two to one.

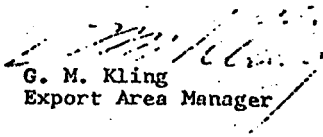
Your letter did not stipulate what accessories were required, so I have taken the liberty of including accessories and recommended spares and tools. If my recommendations are not correct please advise, and we will rework the proformas per your desires.

We hope your new association will permit you to resume residence and business in Tehran, and want you to keep us advised.

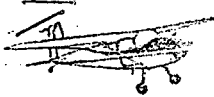
Best regards.

Very truly yours,

BELL HELICOPTER COMPANY

  
 G. M. Kling  
 Export Area Manager

 Encl: Proforma No. 67-6 and  
 No. 67-6A



(INTERNATIONAL)



## AVIATION DEVELOPMENT CONSULTANTS INC.

US REGISTERED OFFICE  
 214 FIVE MILE RD.  
 128 S. MARKET ST.  
 WICHITA, KANSAS

MAIL ROOM, AMERICAN EMBASSY BEIRUT, LEBANON

INT'L OFFICE:  
 P. O. BOX 1962  
 TEHRAN - IRAN  
 CABLE: TOSMOCO  
 TEL. 22616  
 REG. 217

August 24, 1966

Mr. Raymond A. Hare

Assistant Secretary for near Eastern and South Asian Affairs  
 The White House  
 Washington, D.C.

Dear Mr. Hare:

Thank you for your letter of August 16th. Please convey my most sincere appreciation to Mr. Popple for his recommendation and assistance.

In reading your letter it is apparent that you are aware of most of the facts, which I find most gratifying.

Briefly the situation as I see it is; General Khatami is using his position to control ALL AVIATION in Iran.

This includes having control of the Aviation sections of the Army and the Gendarmerie, as well as all flight training both military and civilian as well as the Government Airline. Being the Commanding General of the Imperial Iranian Air Force he naturally controls their training and operations.

He is major stockholder in AIRTAXI the only approved fixed wing charter company in Iran.

He is a stockholder ( But not of record ) in HELI TAXI a helicopter charter company owned 66% by Bristow Helicopters of England ( which is contrary to Iranian law ) as Heli Taxi is supposedly an Iranian Company.

He is Board Chairman of Iran National Airlines which in my opinion and others, illegally confiscated two other Iranian carriers to form this nationalized Airline. Iranian Airways owned by Reza Afshar and Persian Air Services owned by Mr. Ahmed Chafik.

He is President of the Civil Aviation High Council and in such capacity controls ALL civil aviation activities.

He appoints and controls the Director General of Civil Aviation as well as the Director of the Civil Aero Club which is the only approved flying school in Iran. The present director of the Civil Aero Club is a Colonel Jahambahni who is also a fellow stockholder in AIRTAXI Co.

All this is in direct violation of the Iranian Law which states that no Government official shall own shares in; or participate as an official of; any public or private enterprise.

RAYMOND A. HARE Cont.

( FWC )

Today General Amir Khatami controls ALL aviation in Iran: Military, Civil and Commercial.

Now by these harassing tactics he is attempting to take over the contracts of my Iranian Company ( HELICO CORP.) as well as the Franchises of my two American Companies, who represent Cessna Aircraft and Bell Helicopters among others in Iran.

What are General Khatami's future intentions?

Who is today the number two in power in Iran. How long will he be content with the number two position?

Having flown His Majesty the Shah several times I was and am; quite impressed with his sincere desire to improve the standard of living of his people and with his ability as a leader. The question arises in my mind is he harboring another Kossadech?

This might be a question worth passing on to one of your fact finding agencies.

I am enclosing some copies of correspondence which are self explanatory. I will be coming to the United States on the 29th. of August and will bring the complete file of this case with me and will make it available to you.

I will first visit Cessna Aircraft Co. in Wichita, Kansas then Bell Helicopters in Fort Worth, Texas and should be in Washington about the second week in Sept. If you could find the time to see me then I would greatly appreciate it, I do believe that some of the information which I have will be of great interest to you.

Sincerely yours

*William F. French*

William F. French  
Managing Director

(2)

STRUCTURE OF INTERNAL AVIATION IN IRAN IS CONSTITUTED AS FOLLOWS  
MILITARY

1. The Imperial Iranian Air Force
2. The Aviation Section of the Imperial Iranian Army
3. The Aviation Section of the Imperial Iranian Gendarmerie
4. The Aviation section of SAVEC ( Secret Police ).

## CIVIL

1. Civil Aviation High Council
2. The Civil Aviation Dept. is supposedly under the Ministry of Roads
3. Headed by the Director General of Civil Aviation

## CIVIL AVIATION COMPANYS

1. Iran National Airlines
2. Airtaxi
3. Heli-Taxi
4. Civil Aero Club
5. The Aviation section of the dept. of agriculture

GENERAL AMIR KHATAMI EXERCISES DIRECT AND POSITIVE CONTROL OF ALL OF THE ABOVE ORGANIZATIONS BY MEANS OF:

## MILITARY

1. Commanding General of the Imperial Iranian Air Force

2. 3. & 4. ABOVE :

By using his position as Commanding General of the Imperial Iranian Air Force and as Brother-in-law to the Shah he has, after a long behind the scenes power fight succeeded in having Air Force Officers under his direct control placed in COMMAND of all of these Aviation sections. This gives him a decided and powerful advantage in effectively controlling all of the military forces within Iran.

Should his loyalty to the Shah ever change for any reason, he is and would indeed be, a dangerous and powerful protagonist.

## CIVIL

1. General Khatami is president of the Civil Aviation High Council. This Council which controls all Aviation activities of a civil and commercial nature does, as Amir Khatami Directs.
2. The Civil Aviation Department is under the Ministry of Roads for administrative and budget purposes only, General Khatami by virtue of being president of the Civil Aviation High Council tells the Director General of Civil Aviation what he will and what he will not do.

The Director General of Civil Aviation in Iran, General Khatami, and his staff are all under the control of the Iranian Government. Khatami.

#### Iran National Airlines

Gen. Khatami is board Chairman of Iran National Airlines and exercises absolute control by virtue of packing the management of the Airline with Air Force Generals under his direct command. The contract of Pan American Airlines contract is a farce and a complete joke to conceal the real power in my opinion, if you found this contract with Robert Bell (USMC) of Pan American Airways in New York who conducted the contract negotiations with Iran for Pan-Am and make use of this as the true picture. He may not want to say anything on this subject, but the truth is the truth.

#### Air Taxi Company

General Khatami is a major stockholder in this Company although that part of his name and Col. Jahanbahi's name removed from the covers of records. Jahanbahi the Managing Director of Air Taxi is nothing more than a puppet with Jahanbahi pulling the strings. This is common knowledge and is easily checked out.

taxi and Co. use intimidation and coercion when dealing with weak and inexperienced firms both local and foreign, so make sure that they deal only with Iranair, Air Taxi or Heli Taxi.

#### Heli Taxi Company

Heli-taxi is a supposedly Iranian Co. with again Khatami and Co being stockholders behind the scenes. It is in fact owned 66% by Bristow Helicopter British Aviation interests. Mr Allen Bristow is listed as Managing Director of Heli-Taxi. (This is contrary to Iranian law which states that aviation co. must be 100% Iranian owned.) The records will undoubtedly be changed shortly to conceal this oversight on their part. But the facts still remain the same.

General Khatami also uses Air Force Generals (in Uniform) to call on prospective customers for Air Taxi and Heli-Taxi. These Generals (Khatami's staff) tell the customer that they use their Company or they do not use aircraft or helicopters. All Generals was a riker compared to these boys.

legally constituted Iranian Company (Heli, Corp) which was formed after talking with Mr Arbabian who stated to take to establish a Caspian Airline maintenance and spare stock support for the Caspian Fleet in that given US MIA. Mr Arbabian stated we should form an Iranian Company to comply with the Iranian Civil Aviation Act, and the banner rights and operating rights be no problem, nor would helicopter operating rights be also cover the local maintenance personnel required to support our Heli Helicopter Fleet. Our operating rights were discussed by General Khatami and the staff of the high council of Civil Aviation. However General Khatami and staff stated we could operate and all Heli Helicopters if we paid Heli-Taxi a fee, but that Heli would have no operating rights.

(4)

We have letters from several foreign firms stating that they would like to have us bid their requirements for aircraft/helicopters if and when we obtain these rights. Their reasons for wanting us which they did not put in writing is that we can offer a better service at a more reasonable price. Also the fact that I personally the appointed US Federal Aviation Examiner for power plant and airframe licenses, plus holding an inspection authorization license they know the operation will be conducted in accordance to our US FAA standards in all respects. Mr Arbabi Director General of Iranian Civil Aviation stated to us that Iran welcomed this type of foreign investment, and the Iranian Civil aviation act was for the encouragement of aviation companies on a non-monopolistic basis, and that healthy competition would result in stronger, safer and more modern aviation industry within the country.

The Director General of Iran Civil Aviation Mr Houshang Arbabi has under the orders of General Khatami refused our Iranian Company, Helo, Corp the right to operate our own aircraft, a Cessna 180 carrying our own Company personnel, or supplies, or surveying personnel of our Prime contractors, or personnel who we are trying to get interested in developing the electrification of Iran and pipeline routing and surveying projects. Our firm signed a contract with the Iranian Management and Engineering Group Ltd (IMEG) who are the contractor Consultants to the Iranian Government for designing and routing of the Big inch Gasline which will be built going to Kumeia. IMEG has the rights to import just about anything that is required in order to get this job completed as soon as possible. Helo, our firm contracted to supply our Surveying aircraft on a lease basis and we would furnish our pilot to show the IMEG surveying engineers the shortest route and most practical route for the gasline. We leased our Cessna in good faith thinking we were helping the Iranian Government, plus with hopes of getting some of the shorter off shoots of the gasline to construct when the line was to be built. We also spent \$60,000. for a Beaver aircraft which was to be leased directly to IMEG, and the pilot/mech would be IMEGS own personnel. The same type of lease (wet or dry) is used through-out the world. Iran National airlines uses it in connection with the Boeing 727 they have operating. We use a wet lease with a Helicopter we have on lease to Geotronics and American company. Our Beaver contract now has been cancelled which is a loss of roughly \$210,000. in lease fees over a 30 month period.

Our Cessna 180 N7751A, which is our American firm, Aviation Development Consultants, Inc., foreign investment portion of the Helo Equipment, was leased to Helo, SA on 10 September 1965. Aviation Development Consultants, Inc., purchased this aircraft on 13 September 1965 for this specific surveys. A photo copy of this was given to Mr Arbabi's office, also a copy of our joint Venture agreement between Helo and ADG, Inc. We also wrote a letter to Mr. Arbabi's office and sent it to him stating we were going to use our aircraft for its first flight about 22 September to Kumeia to survey a water pipeline project. We made the flight filed a flight plan. We did not get an answer from our letter and assumed everything was okay. We also assumed the use of our aircraft for the Gas line routing survey was okay for it was only needed for a three week period or so. General Khatami brought pressure to bear on Mr Arbabi by stopping our flights on 18 March 1966. However, Airtaxi Co then started flying IMEG personnel, but the surveying had to be done from the ground then because the aircraft Airtaxi used could not fly low and slow through the mountains. The whole concept of Foreign Investment is rather ridiculous when one can't have support in this field.

(5)

On 12 April 1966 Mr Arbabi called me by telephone and asked me to come to see him. This I did on 13 April 1966, at which time Mr Arbabi told me that flying our Cessna 180 Aircraft was wrong for the DECA office had not given us permission, at which time I showed him a copy of our letter to him dated 11 September 1965. He said he did not receive it so we could not fly until we got permission. I wrote him the following letter of 16 April 1966, asking he asked to have it written to him. I asked when can we get permission and he said in a few days seeing we again applied for permission in the 12 April 1966 letter. I gave him the log books in good faith so he would see where we had flown since we purchased the aircraft 13 September 1965. Only flew roughly 60 odd hours.

On returning to Teheran on Pan American Airlines flight on 19 May 1966, I was refused to reenter Iran with valid US Passport and visa. American Leg duty officer also could not get me into Iran. I returned to ~~London~~ and have been here ever since. Only on 13 August 1966 through the good services and efforts of the American Embassy in Teheran Mr Nicholas G. Kasher the Minis Counselor obtained information from General Khatami that he is pressing the charges against myself of Articles 26, 27 and 34 and 35 and I must now face civil suits by the Iranian Government.

In the mean time my businesses have almost been bankrupted, the necessary spare aircraft and engine parts for the ~~ERP~~ supplied aircraft are delayed. I am not in Iran to put up the necessary bonds and guarantees. I have been separated from my family now for three months. The letter I wrote Mr Arbabi and giving the log books of our aircraft to him in good faith has now been used against me.

In addition to this my American Pilot/Mechanic Martin Smith, who is flying our leased helicopter under Geotronics rights on the US Army Map Service Contract crashed and was burned to death on 23 August 1966. With problems of getting his family sent back to the States, body removed from Iran, the nerves of my family are being strained beyond the breaking point. In addition you see there shouldn't be any foreign registered aircraft and helicopters operating in Iran. The reason for the crash is not known yet! This helicopter was leased from our other American Company, International Helicopter Consultants, Inc., of Delaware, to Geotronics, Division of Teledyne, Montclair.

The Cessna Aircraft Company's policy is that each of the representatives in the world should have a hangar and maintenance facility in order to be able to repair Cessna aircraft and stock spares. To date by preventing our firm establishing this facility we cannot support the 60 odd Cessna's given the Iranian Government by URA which we pay taxes for. General Khatami has threatened keeping us out of Iran, put pressure to bare on Cessna on changing representatives or trying to. Letters are now pouring into Cessna asking for support in Iran. They General Khatami and Company, have succeeded in forcing US Government to renew the ~~ERP~~ ~~ERP~~ effort, instead of our companies selling them on commercial basis to the Iranian Army and Gendarmery. The US Army copy of General Ash's letter to myself and Col Pecke's.

#### 4. Civil Flying Club

The Civil Flying club is now headed by one Colonel Jahambahni who was former manager and running the Air taxi Co.. He has recently been appointed by General Khatami as manager. The Col has been chief of staff school in the USA as well as other US Airforce schools. It is mentioned that the Iranian go to the MAJ schools in the USA they are not to be used in other jobs, nor be in business.



(8)

Mr. Kere with all the respect I submit that our country has given more than two Billion Dollars to the country of Iran. We have saved the Iranian Government from take over by the Communists. Both the United States and Iran have encouraged American foreign investors, to help develop the economy of Iran. Is this the treatment that all American investors can reasonably expect? I will continue with all the legal means at my disposal to protect my rights and my investments, but believe as Mr. Kere I wish only "the best".

That is why I suggested to President Johnson and Mr. Bush ordering R&F and CAS aid to the Iranian Airforce until at such time we as American companies who try to comply with the Iranian laws have equal chances and are able to support the American manufacturers they represent.

If these charges that General Khatami is pushing are not dropped by the Iranian government our business was lost. Number one seeing I did give Mr. Khatami the information he requested in good faith, the General intends to push these claims. Even the courts in Iran are bought so what chance does one have of a fair trial. After wards they will not allow me to get my residence permit renewed, card tsargani for trade, nor work permit. That chance then has on ever getting the hangar and maintenance facility at the airport to support spares and the US R&F given equipment.

I suggest a high level meeting with the Iranian Ambassador insisting on the dropping of these charges and the release of our Cessna 180 which the Iranian Airforce has taken over. I reported the aircraft as stolen for it was parked at Mehrabad airport locked, brakes set, chalked and tied down. They broke into it and moved it to a hangar and locked it up. With this action of the ~~Iranians~~ who knows if malice practices has taken place. We have never been told officially by any Iranian Government Agency it was impounded only through our insurance investigators has this information be found out. Mr. Khatami told us we couldn't fly it until we get permission, and we reapplied for it 1 APRIL 1966 letter, why is Khatami making this example now trying to bankrupt our companies so his can have all the business. I don't understand this justification. We need top side help please!

Sincerely yours,

*William H. French*  
 William H. French  
 Managing Director

E x 83 B  
21 2 7827 August 1966  
Beirut, Lebanon

Mr. Raymond A. Hare  
Assistant Secretary for Near Eastern and South Asian Affairs  
The White House  
Washington, D. C.

Dear Mr. Hare:

Attached you will find a photo copy of a small spare parts order which has been sent to the Cessna Aircraft Company, complaining that it was sent to Aviation Development Consultants, Inc., on 22 May 1966.

Mr Hare, I have been blocked from entering Iran since 19 May 1966. Again, you can see by keeping myself out of Iran, General Khatami, is trying to show my franchised parent Company's Cessna and Bell that they are not properly represented in Iran.

Mr Hare, our firm has trained most of the Gendarmeri pilots and soloed them before they went to US Army pilot and helicopter training in the USA from August 1962 through June 1963. The US Army advisors came to me and I with two other American pilots soloed the students before they went to the USA. Previously the Iranian Airforce did this work and the pilot failure rate from the US Army flight centers was 60% or more, with only 40% graduation.

When our students started completing the flight training that were sent to the states Mr Hare our percent of graduates rose to over 90%. Quite a saving to US tax payers money don't you agree. I have submitted training costs to the Gendarmeri and Iranian Army since 1960, for an in country training program. This was for helicopters and fixed wing aircraft as well.

In June 1964 Mr Bruce Chuber, regional sales manager from Cessna and I talked with Mr Arbabi, to see what I could do to further support the Cessna Aircraft coming into Iran with back up service, spares and maintenance. Mr Arbabi said form a 51% Iranian Company, which we did in February 1965, and applied for operating rights. This was never approved because General Khatami who controls the high council of civil aviation wants all business to go to his two company's. Who represent Dehavilland, British aviation and Aero Commander. They would like to see Cessna cut out of the program and Dehavilland Beavers moved in. If discredit can be shown to Cessna and myself, Dehavilland Aircraft will be moved in naturally as the order for ten this past spring for the Red-Lion and Sun of Iran (Iranian Red Cross). To the Gendarmeri Air Taxi has been submitting proposals for Dehavillands as well. Nothing like trying to defeat a proven fleet of Cessna aircraft operating.

Mr Hare, it takes ourselves about 6 weeks to get a quotation from Cessna with the required chamber of commerce and Iranian Embassy seals back so letters of credit can be made out. It then takes the Gendarmeri anywhere up to one year sometimes to fund the purchase! Presently I have outstanding funds of roughly \$2,000. which they have not paid for the past one year. Cessna nor ourselves can fund and finance programs unless

paid promptly.

Since our US Army Tech Rep program terminated in, or on 30 June 1965, I have had to let all my company personnel look for other jobs. Since I could not establish a maintenance facility nor obtain operating rights, my whole business has been supplying spares. There's nothing like being forced into bankruptcy after 14 years in a country and after you have trained most of all the aviation people in a country.

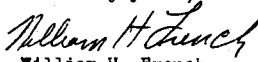
Ministry of Agriculture from 6 September 1952 to 30 June 1959. I personally trained 67 crop dusting pilots and mechanics roughly 54.

Gendarmeri jointly we trained helicopter and fixed wing students for almost three years August 1962 through 30 June 1965.

We only have the spare parts business <sup>nothing has been done so far.</sup> left. We have asked the US Army and Gemish advisors to help us push through rights, as well as requested help from the US Embassy. If USA is going to continue giving MAP equipment, and MAS purchases to the Iranian Government, which we as US tax payers pay for then why can we get operating permission and continue our business after all these years of dedicated training.

As stated before I suggest a complete cut off of all MAP equipment and allowing purchases under MAS until at such time we are allowed to continue our business, without these continued harassments, and charges, and allowed to build a hangar, stock spares, and if possible get operating rights so that we can further demonstrate new aircraft, and support the American oil company's with fixed wing and helicopter type equipment. I think the support of the MAP supplied equipment with a technical staff is the route to push. Please help!

Sincerely yours,



William H. French  
Managing Director

Ministry of Inter  
Imperial Iranian Aeronautics

10 August 1966

Marketing Division  
Cessna Aircraft Company  
Wichita, Kansas

Gentlemen:

The following list of 1850-017A parts was requested from Aviation Development Corporation on 22 May 66. Air Mail delivery requested.

| <u>No.</u> | <u>Part No.</u> | <u>Description</u>             | <u>Quantity</u> |
|------------|-----------------|--------------------------------|-----------------|
| 1          | 0750161-36      | Pipe Assy Exhaust              | 3 ea            |
| 2          | S1258-1         | Sump Assy Pilot Static Source  | 4 ea            |
| 3          | 0750222-1       | Dip-Stick Engine Oil           | 1 ea            |
| 4          | JV5             | Actuator                       | 4ea             |
| 5          | AN507-6402A     | Screw                          | 25 ea           |
| 6          | MS35489-128     | Washer                         | 6 ea            |
| 7          | 0711122-1       | Eye Bolt                       | 6 ea            |
| 8          | 2.50m50Watt     | Resistor-Cigar Lighter 24 Volt | 2 ea            |
| 9          | MAS670-43       | Snap Ring                      | 13 ea           |
| 10         | 164-7           | Brak Disc Assy                 | 2 ea            |
| 11         | 0770715-2       | Speaker 28 Volt                | 1 ea            |
| 12         | S1472M1         | Gyro-Horizontal                | 1 ea            |
| 13         | 0711050-200     | Bracket Assy Window Latch      | 2 ea            |
| 14         | MAS514P1032-14  | Screw                          | 25 ea           |
| 15         | 633004          | Ignition Harness               | 1 set           |
| 16         | 0760679-1       | Bushing                        | 2ea             |
| 17         | 0732107-7       | Spacer                         | 2 ea            |

Request information on shipping date of these items as they are urgently required by this organization.

LT GEN OMOLAH ALI OVRISI  
COMMANDING GENERAL  
Imperial Iranian Aeronautics  
Tehran, Iran



MARKETING DIVISION  
COMMERCIAL AIRCRAFT

Wichita, Kansas 67201

July 22, 1966

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Attn: A. H. Zanganeh

Ref: #241/10612

Dear Sir:

We acknowledge receipt of your above-referenced letter dated July 7 and have noted your comments.

We can only advise that the handling of spare parts requirements for your area has not changed from the procedure outlined in our April 4 correspondence. We therefore request that you submit your requirements for maintenance spare parts to Aviation Development Consultants.

By a copy of this letter to Mr. French we are requesting that he investigate and assist you in any manner necessary to supply information and spare parts as required.

Very truly yours,

CESSNA AIRCRAFT COMPANY

*Rudy J. Leidebrecht*  
Rudy J. Leidebrecht  
Customer Contact,  
Export Parts Sales

RJH:kh

cc: Aviation Development Consultants  
P. O. Box 1702  
Tehran, Iran

ST. LOUIS VIA RADIO ORIENT

10523

WIGHTMAN 41 S 1616

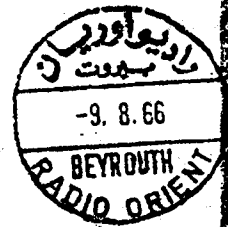
3/3  
1055 9 07:25

LT  
BILL FRENCH  
BOUTAGY APARTMENT ANPA STREET APT 73 BEIRUT

NUMEROUS INQUIRIES REGARDING PARTS PROCUREMENT IN IRAN  
PROMPT US TO REQUEST YOUR STATUS REGARDING CESSNA  
REPRESENTATION THERE OR SUGGEST FOR IMMEDIATE  
BUSINESS IRANIAN ARMY AND GENDARMERIE  
MATTER URGENT REGARDS  
FRANK CESSCO

COL 73

02/08





**'HELO'**  
TEHRAN, IRAN.

هلو  
تهران ایران



**Cessna**  
SERVICE

P.O. BOX 1792, TEL: 68316, CABLE ADDRESS: YICKESCO

مکملاتی، تیکس، تلفن، ۶۲۰۳۱۶ صندوق پستی، ۱۷۰۲

CHARTER - AIR SURVEY - GENERAL ENGINEERING AND MAINTENANCE

مندی عمومی و سرپرستی، بازو، اختصاصی

26 April 1966

SUBJECT: Chronological Aide Memoire

FOR: His Excellency General Pakravan

1. In June 1964 my partner, William French (owner of four fixed-wing aircraft and one helicopter, acquired with earnings from ten years of work in specialized air transportation in Iran), accompanied by a representative of the Cessna Aircraft Company, met with Mr. Arbabi, Director of Civil Aviation. Mr. French and Mr. Chuber, the Cessna representative, were told by Mr. Arbabi that if French wanted to continue light aircraft operations in Iran he must form a company with 51 percent Iranian ownership. Mr. Arbabi remarked that there is enough work for 5 or 6 such organizations in Iran to provide better service through healthy competition.

2. Early in 1965 Mr. French called on Mr. Arbabi and informed him that a 51 percent Iranian-owned company was in the process of formation, with me, Paul Steinheil, as the Iranian partner. Mr. Arbabi approved and said that issuance of an operating license would present no problem.

3. On 18 February 1965 Helo was registered under Iranian law as an Iranian company by Dr. Sotoudeh (51% Steinheil; 49% French). The registered statutes were delivered to us with copies of the official newspaper Gazette. The registration number of Helo Company is 9707. The company's Acts of Association, accompanied by our request for the operating permit for fixed-wing and rotary-wing aircraft, were sent to Mr. Arbabi.

4. On 24 March 1965 Mr. Arbabi replied to our request by letter number 1016 (copy attached as Inclosure 1). We were informed that the General commanding His Majesty's Air Force was opposed to our request and our case was closed.



BELL



CO. REG. NO 5707

5. At this point in the chronology we first visited Your Excellency and asked for help and advice. We were referred to your Deputy, Brigadier General Saadatmand, who in turn introduced us to Mr. Tabatabai, an attorney. As a result of a meeting attended by Mr. Arbabi; Mr. Aboumali, Civil Aviation Lawyer; Mr. Tabatabai; Mr. French and I, Mr. Tabatabai concluded that General Khatemi opposes the issuance of an operating license to our company and that a factual monopoly had been created for Heli-Taxi and Air-Taxi, permitting them to operate, without competition and at a high price, off-shore transportation for Iran Pan-American Oil Company, Lavan Petroleum Company, Iran Marine Petroleum Company, and Iran Off-Shore Petroleum Company. The result is that the amount of work for Heli-Taxi for one year totals \$1,300,000.00. The above-listed companies were visited by General Rafaat and informed that Heli-Taxi has the monopoly for helicopter services, under orders from above, and negotiations or bids from elsewhere would be futile.

6. Having been forced into arbitrary contracts with Heli-Taxi, the companies listed in paragraph 5 above have indicated dissatisfaction and have written letters to us indicating they would like to deal with our company when we obtain an operating license; they have exhibited an interest in the modern, reliable equipment we represent — Bell Helicopters and Cessna Aircraft. In the meantime we have had several interviews with General Rafaat, who suggested that we pay 5 to 10 percent (the amount varies with his disposition) to Heli-Taxi and operate as its sub-contractor. This utterly unprincipled proposal was of course rejected. On one occasion General Rafaat went so far as to threaten me with deportation of Mr. French from Iran. I suggested to him that he try to deport me since I am the 51 percent Iranian owner of Helo and the source of his irritation. The attitude of the Oil Consortium, as you are aware, is the same as the other oil companies.

7. The policy of the Iranian Government that only 51 percent Iranian-owned companies will develop light air transportation is a logical one. The creation of monopolistic protection for Air-Taxi and Heli-Taxi is completely illogical, particularly in view of the tremendous potential and His Imperial Majesty's programs of development. The following situations illustrate the reactionary effect of the establishment of monopolistic protection:

a. Harza Engineering International has an Iranian Government contract for undertaking the engineering feasibility studies in the Karun and Marun River Basins of Khuzestan. They asked us to quote prices for supplying a helicopter for two months, beginning 1 March 1966. Our price was \$29,000 - \$32,000 (varying with choice of equipment and services). Heli-Taxi quoted the absurd price of approximately \$50,000 and stated that it was the only company permitted to contract for this service. Because of the ridiculously high price quoted by Heli-Taxi, Harza was forced to appeal to the Consortium to use their helicopters. Unfortunately the Consortium helicopters were being used full-time, and Harza's work is being delayed and hampered as a result.



*This is the crashed  
Chopper - Saboteur?*

b. Geotronics, an American company on a U.S. Army Map Service contract, has been continuously frightened, harrassed and suppressed by General Razaat's visits, telephone calls, and threats that if Geotronics does not deal directly with Heli-Taxi they will get no more work in Iran. A copy of Geotronics' letter to Mr. French is attached as Inclosure 2; it advises Mr. French to stop the standby order for another helicopter to work on development projects in Iran. Geotronics present helicopter was impounded by the Iranian Air Force on 28 March 1966 and released only after approximately 10 days of threats and harrassment; this project is funded by the U. S. Government. It was reported to us that His Imperial Majesty was aware of the U.S. Army Map Service contract, that he had approved importation of the equipment, and that he had directed expeditious completion of the contract and survey.

c. In the course of our interviews with General Razaat, who apparently has assumed almost-final authority for any decision regarding aviation in Iran, he assured us that we could use our aircraft for personal and professional purposes. Hence we concluded a deal with I.M.E.G. for the new gasline to Russia. We were using our Cessna 180 aircraft to assist in surveying and routing of the line (see Inclosure 3). After ~~twenty-one (21)~~ days of operation the pilot was arrested and the Cessna 180 impounded. The aircraft still is impounded and, as a result, the work on the pipeline is slowed down, we are in danger of serious financial losses, and the project of great importance to the development of Iran is being delayed.

d. Inclosure 3 relates to a request for helicopter service submitted to Heli-Taxi by an agency involved in another development project in Iran — electrification.

8. With the knowledge that normal, legal approaches are of no avail, and at the suggestion of Your Excellency, we submitted a letter to His Imperial Majesty through the Minister of Court. I have been told by Mr. Motamedi, of the Imperial Court, that His Majesty read the letter and instructed the Minister of Court to inquire into the matter. The Minister of Court sent our letter to Mr. Arbabi and requested a reply. After some thirty-four (34) days Mr. Arbabi produced the answer attached as Inclosure 4, as translated to me by Mr. Motamedi. As the situation became stagnant again, I permitted myself to appeal to you again.

With infinite thanks for your kindness, I beg to remain,

Yours very sincerely,

*Paul Steinheil*  
PAUL STEINHEIL

Records of Registered

## First Registration

1 Farvudin 1337 (1958)  
Registration Number 6047

AIRTAXI

Capital = 6,000,000%

300 Shares, value each 30,000%

Share Holders: Nader Jahambani: 36 Shares without name, 4 with name  
 Amir Khatami : 36 Shares without name, 4 with name  
 Ahmad Shafik : 36 Shares without name, 4 with name  
 (Balance of 80 Shares without name)

AIRTAXI

## Second Registration

25 Khorad 1344 (1965)

Capital = 10,000,000%

100 Shares, value each 100,000%

Share Holders: Amir Zanghani: 50 Shares = 5,000,000% (Managing Director)  
 Ahmad Shafik : 25 Shares = 2,500,000%  
 Frederick Eshoo: 25 Shares = 2,500,000%

Unofficially it was known at Merhabad that Frederick Eshoo sold his shares to Jahambani for roughly \$35,000.00 approximately two years ago.

HELITAXI

## First Registration

4 Aban 1345 Number 9554

Capital = 10,000,000%

1000 Shares, value each 10,000%

Share Holders: Mr. Taghi Behnam: 170 Shares  
 Mr. Nasradin Nasser: 170 Shares  
 Mrs. Patricia Tandi (Represented by Dr. Mohamad Ali Parsae  
 170 Shares)  
 Mr. Meyheou 490 Shares (an ~~855~~ staff of airwork int'l Co)  
 Mr. Javad Moshtagni Auditor

12-10-1345

Mrs Patricia Tandi resigned and Mr. Edgar Bristow registered as board of Directors. It is reported that Edgar Bristow purchase Patricia Tandi Shares which totaled 170 Shares plus the 490 Shares owned by Meyheou makes Airwork Int'l Company actually controlling 660 Shares of the Company.

Instead of 51% Iranian owned company, the company Heli-Taxi is 66% Foreign owned with Iranian ownership being only 34%. The Iranian Civil aviation Act states minimum percentage of 51% Iranian Owned and maximum of 49% Foreign owned. Possibly there could even be more than the 66% Foreign owned in the Company the way the cover up appears.

(This information was obtained approximately three months back and now could be changed again, and is only submitted to you for basic information on what appears to be something on the surface but something else covered up with no names listed etc.)

## Dunn-Bradstreet Information for Heli-Taxi:

Registration Date: 4 Aban 1343 (November 1964)

Registration No.: 9554

Capital: 10,000,000 Rials (1,000 shares, 10,000 rials each)  
One-third of capital paid at registration

## Shareholders:

|                                    |            |
|------------------------------------|------------|
| Airwork International Co . . . . . | 490 shares |
| (subsidiary of British United)     |            |
| Mr. Nasradin Nasseri . . . . .     | 170 shares |
| Mr. Taghi Behnam . . . . .         | 170 shares |
| Mr. Edgar Bristow . . . . .        | 170 shares |

Although Iranian Civil Aviation Law requires that light aircraft transportation companies be 51 percent Iranian owned, it is apparent that the British interests (Airwork International and Mr. Bristow) control 66 percent of Heli-Taxi shares. Also, it is rumored that Mr. Nasseri turned his shares over to someone once the operating rights were established. Mrs. Tandi (who was a Hilton Hotel employee) does not appear on the Dunn-Bradstreet records as a shareholder.

1200 WACHOLIA STREET  
MONTCLAIR, CALIFORNIA  
U.S.A.  
TELEPHONE: 358-4551

GEOTRONICS  
DIVISION OF TELEDYNE INC.

Ex. No. 84D  
135 AVENUE TARKHVE JAMSHED  
TEHERAN  
IRAN  
TELEPHONE: 44620

Our Ref. No. 013/20  
April 10, 1966

International Helicopter Consultants Inc.  
P.O. Box 1702  
Teheran, Iran.

Gentlemen:

*CRASHED Helicopter*

This is with reference to your letter of 2 April 1966. Please be advised that recent and current action (as of this date) by the Department of Civil Aviation, which included the seizing and impounding of the Bell 47G3M Helicopter imported by this Company on lease through your facilities, has demonstrated that our future contracting possibilities in Iran could be hazardous and endangered by further association with your firm in its present alleged status. We have been informed by the Civil Aviation Authority that Civilian registered Helicopters operating for civilian or military projects in Iran must have the prior permission of the CAA, who first check whether Iranian Registered operators can or cannot provide such Helicopter requirements. We have further been advised that the Heli-taxi Company is the only such Iranian Registered Company here and that your qualifications as of this date in this context remain sub-judice.

You have given us to understand that you are the only Bell Helicopter representative in Iran, and additionally the only F.A.A. appointed Maintenance Inspector in Iran. As such it would be our natural choice to give your Company precedence of consideration for arranging our business with the use of US. Regd. Helicopters. However in the circumstances, you will readily understand our caution, and regretfully suggest that you cancel your "stand-by" order for the Second Bell 47G3M Helicopter, forecast for possible lease by us.

We would appreciate having confirmation as to when Helicopter Consultants Inc. obtains its operating rights and permissions from the Civil Aviation Department of the Imperial Government of Iran.

Very truly yours,  
per pro Geotronics (Division of Teledyne Inc.)

*C. Harry MacFarlane*  
C. Harry MacFarlane  
Overseas Projects Administrator

CLM/ah

IRAN PROJECT:

P. O. BOX 1653 TEHERAN:

CABLE:

GEOTRONICS TEHERAN.

*Handled  
to show in return  
Jan*



**Cessna** AIRCRAFT COMPANY

CABLE ADDRESS  
CESSNA-WICHITA

MARKETING DIVISION  
COMMERCIAL AIRCRAFT

Wichita, Kansas 67201

July 22, 1966

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Attn: A. H. Zanganeh

Ref: #241/10612

Dear Sir:

We acknowledge receipt of your above-referenced letter dated July 7 and have noted your comments.

We can only advise that the handling of spare parts requirements for your area has not changed from the procedure outlined in our April 4 correspondence. We therefore request that you submit your requirements for maintenance spare parts to Aviation Development Consultants.

By a copy of this letter to Mr. French we are requesting that he investigate and assist you in any manner necessary to supply information and spare parts as required.

Very truly yours,

CESSNA AIRCRAFT COMPANY

*Rudy J. Heidebrecht*  
Rudy J. Heidebrecht  
Customer Contact,  
Export Parts Sales

EJH:kh



EMBASSY  
OF THE  
UNITED STATES OF AMERICA

E. No. 84E

Tehran, Iran,  
July 14, 1966.

Mr. William H. French,  
c/o American Embassy,  
Beirut, Lebanon.

Dear Mr. French:

Thank you for your informative letter of June 26 regarding your desire to return to Iran and to resume your business activities. We have delayed replying to your letter in the hope that we would have something favorable to report to you, but as yet the problem remains unresolved.

On July 11 I broached the matter again with the Prime Minister's assistant who informed us that the Prime Minister had instructed the Foreign Minister to give us an answer to our inquiry as soon as possible. Since then the Ambassador has talked with the Foreign Minister, who was away when the problem first arose. We will, of course, continue to follow the matter closely.

We have taken the liberty of delaying delivery of your letter to General Khatami since it seemed to be concerned with a business problem rather than with the question of your re-entry into Iran. We were wondering whether, in view of your acquaintance with General Khatami, you would wish to send him a letter seeking his intervention with regard to your re-entry problem. It has occurred to us that, while we do not know if any particular individual is responsible for keeping you out of Iran, General Khatami might be willing to inquire and possibly clear the matter up.

What we had in mind was a low-key letter pointing out in moderate language the difficult situation posed for you by your inability to return to this country and continue the business activities you have built up over the last fourteen years. You might wish to mention also that you have been separated from your family and that you wonder if he can assist in determining why you have been prevented from coming back.

If it is important to your business interests that we send on the first letter, we will of course do so, though tactically we wondered if it would not be better to delay until we have a better idea of how your problem may turn out.

We are in regular touch with Mrs. French and will, of course, let her know of any favorable developments.

Sincerely yours,

Nicholas G. Thacher  
Minister-Counselor



(INTERNATIONAL)



OSAMA

## AVIATION DEVELOPMENT CONSULTANTS INC.

US REGISTERED OFFICE  
214 PPS BLDG.  
123 S. MARKET ST.  
WICHITA, KANSAS

MAIL ROOM, AMERICAN EMBASSY BEIRUT, LEBANON

INT'L OFFICE :  
P. O. BOX 1782  
TEHRAN - IRAN  
CABLE : TIDEWOOD  
TEL. 66216  
REG. 317

August 24, 1966

Mr. Raymond A. Hare  
Assistant Secretary for Near Eastern and South Asian Affairs  
The White House  
Washington, D.C.

Dear Mr. Hare:

Thank you for your letter of August 16th. Please convey my most sincere appreciation to Mr. Popple for his recommendation and assistance.

In reading your letter it is apparent that you are aware of most of the facts, which I find most gratifying.

Briefly the situation as I see it is; General Khatami is using his position to control ALL AVIATION in Iran.

This includes having control of the Aviation sections of the Army and the Gendarmerie, as well as all flight training both military and civilian as well as the Government Airline. Being the Commanding General of the Imperial Iranian Air Force he naturally controls their training and operations.

He is major stockholder in AIRTAXI the only approved fixed wing charter company in Iran.

He is a stockholder ( But not of record ) in HELI TAXI a helicopter charter company owned 66% by Bristow Helicopters of England ( which is contrary to Iranian law ) as Heli Taxi is supposedly an Iranian Company.

He is Board Chairman of Iran National Airlines which in my opinion and others, illegally confiscated two other Iranian carriers to form this nationalized Airline. Iranian Airways owned by Reza Afshar and Persian Air Services owned by Mr. Ahmed Chafik.

He is President of the Civil Aviation High Council and in such capacity controls ALL civil aviation activities.

He appoints and controls the Director General of Civil Aviation as well as the Director of the Civil Aero Club which is the only approved flying school in Iran. The present director of the Civil Aero Club is a Colonel Jahambahni who is also a fellow stockholder in AIRTAXI Co.

All this is in direct violation of the Iranian Law which states that no Government official shall own shares in; or participate as an official of;

( TWO )

Mr. Raymond A. Hare Cont.

Today General Amir Khatami controls ALL aviation in Iran; Military, Civil and Commercial.

Now by these harassing tactics he is attempting to take over the contracts of my Iranian Company ( HELLO CORP. ) as well as the Franchises of my two American Companies, who represent Cessna Aircraft and Bell Helicopters among others in Iran.

What are General Khatamis' future intentions?

He is today the number two in power in Iran. How long will he be content with the number two position?

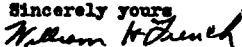
Having flown His Majesty the Shah several times I was and am; quite impressed with his sincere desire to improve the standard of living of his people and with his ability as a leader. The question arises in my mind is he harboring another Mosadech?

It might be a question worth passing on to one of your fact finding agencies.

I am enclosing some copys of correspondence which are self explanatory. I will be coming to the United States on the 29th. of August and will bring the complete file of this case with me and will make it available to you.

I will first visit Cessna Aircraft Co. in Wichita, Kansas then Bell Helicopters in Fort Worth, Texas and should be in Washington about the second week in Sept. If you could find the time to see me then I would greatly appreciate it, I do believe that some of the information which I have will be of great interest to you.

Sincerely yours



William F. French  
Managing Director



THE STRUCTURE OF IMPERIAL AVIATION IN IRAN IS CONSIDERED AS FOLLOWS

MILITARY

1. The Imperial Iranian Air Force
2. The Aviation Section of the Imperial Iranian Army
3. The Aviation Section of the Imperial Iranian Gendarmerie
4. The Aviation section of SAVEC ( Secret Police ).

CIVIL

1. Civil Aviation High Council
2. The Civil Aviation Dept. is supposedly under the Ministry of Roads
3. Headed by the Director General of Civil Aviation

CIVIL AVIATION COMPANIES

1. Iran National Airlines
2. Airtaxi
3. Heli-Taxi
4. Civil Aero Club
5. The Aviation section of the Dept. of Agriculture

GENERAL AMIR KHATAMI EXERCISES DIRECT AND POSITIVE CONTROL OF ALL OF THE ABOVE ORGANIZATIONS BY MEANS OF:

MILITARY

1. Commanding General of the Imperial Iranian Air Force

2. 3. & 4. ABOVE :

By using his position as Commanding General of the Imperial Iranian Air Force and as Brother-in-law to the Shah he has, after a long behind the scenes power fight succeeded in having Air Force Officers under his direct control placed in COMMAND of all of these Aviation sections. This gives him a decided and powerful advantage in effectively controlling all of the military forces within Iran.

Should his loyalty to the Shah ever change for any reason, he is and would indeed be, a dangerous and powerful protagonist.

CIVIL

1. General Khatami is president of the Civil Aviation High Council. This Council which controls all Aviation activities of a civil and commercial nature does so as Amir Khatami's Director.
2. The Civil Aviation Department is under the Ministry of Roads and Administration and the Federal Reserve Bank. General Khatami is also being reported of the Civil Aviation Dept. and is also the Director General of Civil Aviation.

The following information was obtained from a review of the files of the Bureau of Aeronautics, Department of Commerce, Washington, D. C.

1. Iran Air Company

Gen. Khattami is the Chairman of the Board of Directors of the Iran Air Company. He has been in charge of the company since its formation in 1954. He has been in charge of the company since its formation in 1954. He has been in charge of the company since its formation in 1954.

2. Air Taxi Company

General Khattami is a major stockholder of the Air Taxi Company. He has been in charge of the company since its formation in 1954. He has been in charge of the company since its formation in 1954.

Khattami and Co. are understood to be working on other designs of aircraft. They are working on other designs of aircraft. They are working on other designs of aircraft.

3. Heli Taxi Company

Heli-taxi is a supposedly Iranian Co. with again Khattami and Co being stockholders behind the scenes. It is in fact owned 65% by British helicopter and British Aviation interests. Mr Allen Bristow is listed as Manager and Director of Heli-Taxi. (This is contrary to Iranian law which states that any aviation co. must be 51% Iranian Owned.) The records will undoubtedly be changed shortly to conceal this oversight on their part. The facts will still remain the same.

General Khattami also uses Air Force General's (in uniform) as an agent to prospective customers for Air Taxi and Heli-Taxi. These General's (and others) tell the customer that they are their country's agent and that they are not a pilot or helicopter pilot. They are not a pilot or helicopter pilot.

Our legally constituted Iranian Liaison Office, Tehran, Iran, has been in contact with Mr. Ardebil who claims to be the representative of the Iranian Air Force. Mr. Ardebil stated he should form an Iranian Company in connection with the Iranian Civil Aviation Act, but the hangar, airport, and maintenance rights would be a problem, not would he have the technical rights to operate the aircraft. He stated he would like to see the technical maintenance personnel required to support the Air Taxi and Heli-Taxi. He stated he would like to see the technical maintenance personnel required to support the Air Taxi and Heli-Taxi. He stated he would like to see the technical maintenance personnel required to support the Air Taxi and Heli-Taxi.

(4)

We have letters from several foreign firms stating that they would like to have us bid their requirements for aircraft/helicopters if and when we obtain these rights. Their reasons for wanting us which they did not put in writing is that we can offer a better service at a more reasonable price. Also the fact that I personally the appointed US Federal Aviation Examiner for power plant and airframe licenses, plus holding an inspector authorization license they know the operation will be conducted in accordance to our US FAA standards in all respects. Mr Arbabi Director General of Iranian Civil Aviation stated to us that Iran welcomed this type of foreign investment, and the Iranian Civil aviation act was for the encouragement of aviator companies on a non-monopolistic basis, and that healthy competition would result in stronger, safer and more modern aviation industry within the country.

The Director General of Iran Civil Aviation Mr Houshang Arbabi has under the orders of General Khatami refused our Iranian Company, Helo, Corp the right to operate our own aircraft, a Cessna 180 carrying our own Company personnel, or supplies, or surveying personnel of our Prime contractors, or personnel who we are trying to get interested in developing the electrification of Iran and pipeline routing and surveying projects. Our firm signed a contract with the Iranian Management and Engineering Group Ltd (IMEG) who are the contractor Consultants to the Iranian Government for designing and routing of the Big Inch Gasline which will be built going to Russia. IMEG has the rights to import just about anything that is required in order to get this job completed as soon as possible. Helo, our firm contracted to supply our Surveying aircraft on a lease basis and we would furnish our pilot to show the IMEG surveying engineers the shortest route and most practical route for the gasline. We leased our Cessna in good faith thinking we were helping the Iranian Government, plus with hopes of getting some of the shorter off shoots of the gasline to construct when the line was to be built. We also spent \$60,000. for a Beaver aircraft which was to be leased directly to IMEG, and the pilot/crew would be IMEGS own personnel. The same type of lease (wet or dry) is used through-out the world. Iran National airlines use it in connection with the Boeing 727 they have operating. We use a wet lease with a Helicopter we have on lease to Geotronics and American company. Our Beaver contract now has been cancelled which is a loss of roughly \$210,000. in lease fees over a 30 month period.

Our Cessna 180 N7751A, which is our American firm, Aviation Development Consultants, Inc., foreign investment portion of the Helo Equipment, was leased to Helo, SA on 10 September 1965. Aviation Development Consultants, Inc., purchased this aircraft on 13 September 1965 for this specific surveys. A photo copy of this was given to Mr Arbabi's office, also a copy of our joint Venture agreement between Helo and ADI, Inc. We also wrote a letter to Mr. Arbabi's office and sent it to him stating we were going to use our aircraft for its first flight about 22 September to Khatamshah to survey a water oil line project. We made the flight filed a flight plan. We did not get an answer from our letter and assumed everything was okay. We also assumed the use of our aircraft for the Gas line routing survey was okay for it was only needed for a three week period or so. General Khatami brought pressure to bear on Mr Arbabi by stopping our flights on 18 March 1966. However, Airtaxi Co then started flying IMEG personnel, but the surveying had to be done from the ground then because the aircraft Airtaxi used could not fly low and slow through the mountains. The whole concept of Foreign Investment is rather ridiculous when one cannot have support in this field.

(3)

On 12 April 1966 Mr Arbabi called me by telephone and asked me to come to see him. This I did on 16 April 1966, at which time Mr Arbabi told me that flying our Cessna 180 Aircraft was wrong for the DECA office had not given us permission, at which time I showed him a copy of our letter to him dated 11 September 1966. He said he did not receive it so we could not fly until we got permission. I wrote him the following letter of 16 April 1966, seeing he asked to have it written to him. I asked when can we get permission and he said in a few days seeing we again applied for permission in the 16 April 1966 letter. I gave him the log books in good faith so he could see where we had flown since we purchased the aircraft 13 September 1965. Only flew roughly 60 odd hours.

On returning to Teheran on Pan American Airlines flight on 19 May 1966, I was refused to reenter Iran with valid US Passport and visa. American Embassy duty officer also could not get me into Iran. I returned to ~~Manama~~ and have been here ever since. Only on 13 August 1966 through the good services and efforts of the American Embassy in Teheran Mr Nicholas G. Pascher the Minister Counselor obtained information from General Khatami that he is pressing the charges against myself of Articles 26, 27 and 34 and 35 and I must now face civil suite by the Iranian Government.

In the mean time my businesses have almost been bankrupted, the necessary spare aircraft and engine parts for the MSP supplied aircraft are delayed for I am not in Iran to put up the necessary bonds and guarantees. I have been separated from my family now for three months. The letter I wrote Mr Arbabi and giving the log books of our aircraft to him in good faith has now been used against me.

In addition to this my American Pilot/Mechanic Martin Smith, who is flying our leased helicopter under Geotronics rights on the US Army Map Service Contract crashed and was burned to death on 23 August 1966. With problems of getting his family sent back to the States, body removed from Iran, the nerves of my family are being strained beyond the breaking point. In addition General Khatami will now use this accident to another advantage by saying you see there shouldn't be any foreign registered aircraft and helicopter operating in Iran. The reason for the crash is not known yet! This helicopter was leased from our other American Company, International Helicopter Consultants, Inc., of Delaware, to Geotronics, Division of Teledyne, Monrovia, Ca

The Cessna Aircraft Company's policy is that each of the representatives in the world should have a hangar and maintenance facility in order to be able to repair Cessna aircraft and stock spares. To date by preventing our firm establishing this facility we cannot support the 60 odd Cessnas given the Iranian Government by USA which we pay taxes for. General Khatami has through keeping me out of Iran, put pressure to bare on Cessna on changing representatives or trying to. Letters are now pouring into Cessna asking for support in Iran. They General Khatami and Company, have succeeded in forcing US Government to renew the MSP sales effort, instead of our companies selling items on commercial basis to the Iranian Army and Gendarmeri. The US Army copy of General Ash's letter to myself and Col Peake's.

#### 4. Civil Flying Club

The Civil Flying Club is now headed by one Colonel Jahanbani who was former manager and running the Air taxi Co.. He has recently been appointed by General Khatami as manager. The Club has been to chief of staff school in the past as well as other military schools. In addition to the club there is

(8)

Mr. Hare with all due respect I submit that our country has given more than two Billion Dollars to the country of Iran. We have saved the present Government from take over by the Communists. Both the United States and Iran have encouraged American foreign investors, to help develop the economy of Iran. Is this the treatment that all American investors can eventually expect? I will continue with all the legal means at my disposal to protect my rights and my investments, but believe me Mr. Hare I need help. Can you?

That is why I suggested to President Johnson and Mr Rusk cutting MAP and MAP aid to the Iranian Airforce until at such time we as American companies who try to comply with the Iranian laws have equal chances and are able to support the American manufacturers they represent.

If these charges that General Khatami is pushing are not dropped by the Iranian government our business ~~is~~ lost. Number one seeing I did give Mr Arbab the information he requested in good faith, the General intends to push these claims. Even the courts in Iran are bought so what chance does one have of a fair trial. After wards they will not allow me to get my residence permit renewed, card basargani for trade, nor work permit. What chance then has one ever getting the hangar and maintenance facility at the airport to support spares and the US MAP given equipment.

I suggest a high level meeting with the Iranian Ambassador insisting on the dropping of these charges and the release of our Cessna 180 which the Iranian Airforce has taken over. I reported the aircraft as stolen for it was parked at Mehrabad airport locked, brakes set, chalked and tied down. They broke into it and moved it to a hangar and locked it up. With this action of the ~~authorities~~ who knows if malice practices has taken place. We have never been told officially by any Iranian Government Agency it was impounded only through our insurance investigators has this information be found out. Mr Arbab and told us we couldn't fly it until we get permission, and we reapplied for it 16 APRIL 1966 letter, why is Khatami making this example now trying to bankrupt our companies so his can have all the business. I don't understand this protection. We need top side help please!

Sincerely yours,

*William H French*

William H. French  
Managing Director

Ex. No. 846



(INTERNATIONAL)



## AVIATION DEVELOPMENT CONSULTANTS INC.

US REGISTRATION OFFICE  
314 FIVE BLVD.  
128 S. MARKET ST.  
WICHITA, KANSAS

MAIL ROOM, AMERICAN EMBASSY BEIRUT, LEBANON

IRAN OFFICE:  
P. O. BOX 1782  
TEHRAN - IRAN  
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TEL. 62010  
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August 24, 1966

Mr. Raymond A. Hare  
Assistant Secretary for near Eastern and South Asian Affairs  
The White House  
Washington, D.C.

Dear Mr. Hare:

Thank you for your letter of August 16th. Please convey my most sincere appreciation to Mr. Popple for his recommendation and assistance.

In reading your letter it is apparent that you are aware of most of the facts, which I find most gratifying.

Briefly the situation as I see it is; General Khatami is using his position to control ALL AVIATION in Iran.

This includes having control of the Aviation sections of the Army and the Gendarmerie, as well as all flight training both military and civilian as well as the Government Airline. Being the Commanding General of the Imperial Iranian Air Force he naturally controls their training and operations.

He is major stockholder in AIRTAXI the only approved fixed wing charter company in Iran.

He is a stockholder ( But not of record ) in HELI TAXI a helicopter charter company owned 66% by Bristow Helicopters of England ( which is contrary to Iranian law ) as Heli Taxi is supposedly an Iranian Company.

He is Board Chairman of Iran National Airlines which in my opinion and others, illegally confiscated two other Iranian carriers to form this nationalized Airline. Iranian Airways owned by Reza Afshar and Persian Air Services owned by Mr. Ahmed Chafik.

He is President of the Civil Aviation High Council and in such capacity controls ALL civil aviation activities.

He appoints and controls the Director General of Civil Aviation as well as the Director of the Civil Aero Club which is the only approved flying school in Iran. The present director of the Civil Aero Club is a Colonel Jahembahni who is also a fellow stockholder in AIRTAXI Co.

All this is in direct violation of the Iranian Law which states that no Government official shall own shares in; or participate as an official of; any public or private enterprise.

Edward A. Hare (Enc)

General Amir Khatami controls ALL aviation in Iran: Military, Civil and Commercial.

Why these harassing tactics he is attempting to take over the contracts of the Iranian Company (IRIS CORP.) as well as the Franchises of my two American Companies, who manufacture Cessna Aircraft and Bell Helicopters among others in Iran.

What are General Khatami's future intentions?

Is he today the number one in power in Iran. How long will he be content with the number two position?

Having flown His Majesty the Shah several times I was and am quite impressed and with his sincere desire to improve the standard of living of his people and with his ability as a leader. The question arises in my mind is he harboring another Wrondech?

It might be a question worth passing on to one of your fact finding agencies.

I am enclosing some copies of correspondence which are self explanatory. I will be coming to the United States on the 29th. of August and will bring the complete file of this case with me and will make it available to you.

I will first visit Cessna Aircraft Co. in Wichita, Kansas then Bell Helicopters in Fort Worth, Texas and should be in Washington about the second week in Sept. I greatly appreciate it. You could find the time to see me then I would have will be of great interest to you.

Sincerely yours

*William F. French*

William F. French  
Managing Director

(2)

THE STRUCTURE OF INTERNAL AVIATION IN IRAN IS CONSTITUTED AS FOLLOWS

## MILITARY

1. The Imperial Iranian Air Force
2. The Aviation Section of the Imperial Iranian Army
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1. Commanding General of the Imperial Iranian Air Force

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By using his position as Commanding General of the Imperial Iranian Air Force and as Brother-in-law to the Shah he has, after a long behind the scenes power fight succeeded in having Air Force Officers under his direct control placed in COMMAND of all of these Aviation sections. This gives him a decided and powerful advantage in effectively controlling all of the military forces within Iran.

Should his loyalty to the Shah ever change for any reason, he is and would indeed be, a dangerous and powerful protagonist.

## CIVIL

1. General Khatami is president of the Civil Aviation High Council. This Council which controls all Aviation activities of a civil and commercial nature does, as Amir Khatami Directs.
2. The Civil Aviation Department is under the Ministry of Roads for administrative and budget purposes only. General Khatami by virtue of being president of the Civil Aviation High Council tells the Director General of Civil Aviation what he will and what he will not do.



3. The Director General of Civil Aviation in Iran, General Khatami, and his staff are controlled by General Khatami, who is the Director General of Civil Aviation in Iran.

CIVIL AVIATION IN IRAN

1. Iran National Airlines

Gen. Khatami is board Chairman of Iran National Airlines and actually exercises absolute control by virtue of packing the management of this Airline with Air Force Generals under his direct command. The so-called Pan American Airlines contract is a farce and a complete attempt to conceal the real power in my opinion if you want this contract, contact Robert Bell (USMC) of Pan American Airways in New York who conducted the contract negotiations with Iran for Pan-Am and make him give you the true picture. He may not want to say anything on this subject but the truth is, the truth.

2. Air Taxi Company

General Khatami is a major stockholder in this company although last year he had his name and Col Jahanshahi's name removed from the census of records. Mr. Zarganeh the Managing Director of Air Taxi is nothing but a puppet with Khatami/Jahanshahi pulling the strings. This is common knowledge and is easily checked out.

Khatami and Co. use intimidation and coercion when dealing with most all business firms both local and foreign, to make sure that they deal only with Iranair, Air Taxi or Heli Taxi.

3. Heli Taxi Company

Heli-taxi is a supposedly Iranian Co. with again Khatami and Co being stockholders behind the scenes. It is in fact owned 66% by Bristol Helicopter and British Aviation interests. Mr Allen Bristol is listed as Managing Director of Heli-Taxi. (This is contrary to Iranian law which states that any aviation co. must be 51% Iranian Owned.) The records will undoubtedly be changed shortly to conceal this oversight on their part. But the facts will still remain the same.

General Khatami also uses Air Force Generals (In Uniform) to call on prospective customers for Air Taxi and Heli-Taxi. These Generals (Khatami & others) tell the customer that they use their Company or they do not use any aircraft or helicopters. Al Capone was a riker compared to these boys.

Our legally constituted Iranian Company (Heli, Corp) which was formed after first talking with Mr Arbabi must start to take to establish a Cessna aircraft maintenance and spare stock support for the Cessna fleet in Iran given under DF RAF. Mr Arbabi stated we should form an Iranian Company to comply with the Iranian Civil Aviation Act, and the hangar right and operating rights would be no problem, nor would helicopter operating rights to also cover the technical maintenance personnel required to support our Bell Helicopter franchise. Our operating rights were disapproved by General Khatami and his staff and the high council of Civil Aviation. However General Khatami and his staff do see that we could operate and sell Bell Helicopters if we had help. They would of course, but that Heli would never get operating permission.

(4)

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(4)

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Sincerely yours,

*William M. French*

William M. French  
Managing Director

## AVIATION DEVELOPEMENT CONSULTANTS

123 SOUTH MARKET STREET  
WICHITA KANSAS

TEHRAN FIELD OFFICE  
POST OFFICE BOX 1782  
TEHRAN IRAN  
CABLE: TICERSCO

Mr. Duane L. Wallace, President  
The Cessna Aircraft Company  
Wichita, Kansas  
United States of America

1 April 1961

Dear Mr. Wallace:

The undersigned is employed by William French, Cessna Distributor for Iran and the Middle East, as an administrative and operations assistant. Bill has asked me to write you in my capacity as the former.

I have worked for Bill since October of last year. In this time I have had the opportunity to become well acquainted with Cessna, their fine products and their sales potential and problems in the Middle East, particularly Iran.

Cessna aircraft products have a very encouraging future in Iran. At this moment we could save, except for a condition explained later in this letter, a minimum of seven units with a total value of 425 thousand dollars. Since we concluded arrangements with local Persian partners on the basis of a joint dealership, we have received many additional inquiries about Cessna products from previously untapped sources. Both we and our partners are confident of a successful future for Cessna aircraft in Iran.

The aircraft sales mentioned above, the establishment of a proper maintenance-service center and the public promotion of Cessna aircraft through the use of demonstration flights have all been supervised by one person. He and his activities are also known to Mr. Herbert McWilliams, Cessna Regional Sales Manager-Export.

This man's name is General Khatami. He is Air Marshal, Commander-in-Chief of the Imperial Iranian Air Force, 20% owner (according to the U.S. Department of Commerce) of an air taxi company with exclusive charter rights in Iran, Mercosmmander and Bell Helicopter distributor for Iran and the Middle East, and brother-in-law to his Majesty, the Shah of Iran.

Mr. Duane Wallace

Specifically, General Khatami and his firm have;

1. Prevented the fleet sale of Cessna 180 aircraft to the Ministry of Agriculture of the Government of Iran for wide-scale spraying operations on the grounds that the aircraft were allegedly not certificated for this purpose.
2. Held back the sale of one Cessna 185 aircraft to the Ministry of Industries and Mines of the Government of Iran for use on a low-level scintillometer survey on the grounds that the aircraft was allegedly inadequate for this purpose.
3. Held back the sale of four Cessna 310-F aircraft to a large private Iranian bank on the grounds that Bill French is not the authorized sales-maintenance representative for Iran.
4. Absolutely prevented the establishment of a proper service-maintenance center at the Tehran civil airport after it was designated and approved by the Director General of Iranian Civil Aviation.
5. Unilaterally cancelled two days of demonstration flights by a Cessna Model 310-F aircraft on a recent goodwill tour through the Middle East on the grounds that a non-existent demonstration clearance had not been granted. This came on top of approval by the DGCA, and indeed his participation, and occurred at the commencement of a proposed flight by Mr. McWilliams for the Director of ICA to Iran and members of his staff.
6. Countered several years of goodwill built by Bill French with potential sales prospects by insisting, through his firm, that he would drive Mr. French and his associates out of business.

The Imperial Iranian Air Force with General Khatami at its head fly aircraft donated through the U.S. Military Assistance Program, with pilots trained in the United States at U.S. expense, from airfields financed through U.S. grants and loans, and on operational budgets supported by U.S. aid funds.

I have frequently reviewed this situation with commercial officials of the U.S. Embassy in Tehran. They advised me to inform you as President of the Cessna Aircraft Company, which according to the financial statement of the 1960 Cessna Annual Report paid approximately \$8 million in

Mr. Dwight Wallace

Continuation page 3 of 4 pages.

Federal Income Taxes, just how an American company and its foreign representatives are being treated in a country so dependent upon the United States for aid and assistance.

As the Cessna Aircraft Company has reported assets of \$55 million and enjoyed 1960 sales of \$103 million, it must play an important role in the public and financial life of the State of Kansas. I am certain that the senior senator from Kansas, a resident of Wichita where your factory is located and a ranking representative on the Senate Committee for Interstate and Foreign Commerce, has right to information displaying the kind of gratitude the United States receives from these our government tries to help through financial and technical assistance.

Because of General Khatami's close relationship to the Iranian throne normal channels of complaint, including the commercial attache's office of the American Embassy and the Director General of Iranian Civil Aviation, have not and will not have any effect.

If the Cessna Aircraft Company desires to see their products satisfactorily represented, serviced and displayed in Iran, I respectfully suggest that the connection between the source of our and Cessna's problems and the recipient of so much U.S. aid be thoroughly investigated by competent authority.

Sincerely yours,

J.G. Laylin  
Administration

for and on the behalf of

William H. French  
Cessna Aircraft Distributor  
Iran and the Middle East

JGL/bf

cc: The Commercial Attache  
American Embassy  
Tehran

Mr. Herbert McWilliams  
Regional Sales Manager-Export  
Cessna Aircraft Company  
Wichita, Kansas  
United States of America

4 April 1964

Mr William J. Diehl  
 Manager-Service  
 Bell Helicopter Company  
 PO Box 482  
 Fort Worth, Texas

Use this address for  
 Int'l Operations for  
 Asia and Africa

Dear Mr Diehl:

I received your letter of 17 March 1964 advising that manuals etc would be arriving on the 47G-3B1 shortly.

I would like to suggest that you separate and ship them one at a time or two at a time to prevent them getting delayed in customs. If too many come at one time it gets all booged down.

We also will need the manuals on the 204B; and as the US Army is getting two HUB-1's what is required for the ordering of emergency spare parts in manuals from this end? We are supply most of the support for the US Army here in Iran in the way of spares on an emergency basis. We also supply all spares for the Cessna 185 program which we handle under our other American Company Aviation Development Consultants. So you can see our interest in trying to support the US Army here under Bell as well.

Yours see the HUB's are the first Bell helicopters to come in here for the US Army TOPO team since they got out of the H-13 operation 4 years ago. We want to now support this with all our possible effort available too assure a complete back up for them.

Please write to me and advise what can be done so we can support the HUB with spares and required support.

Yours very truly

William H. ...  
 Managing Director

DIVISION OF BELL AEROSPACE CORPORATION





# BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH 1, TEXAS PHONE: BUTLER 2-7111

March 17, 1964

In reply refer to:  
35-DEG:ln-694

International Helicopter Consultants, Inc.  
P. O. Box 1702  
Teheran, Iran

Attention: Mr. William H. French

Gentlemen:

Our Sales Department has informed us that you have been appointed our Representative for Iran.

Under separate cover we have sent to you one (1) each of the following manuals for your information:

47G-3B-1 Flight Manual  
47G-3B-1 Maintenance and Overhaul Manual  
47G-3B-1 Parts Catalog  
47G-3B-1 Service Bulletins  
47G-3B-1 Service Instructions  
One set of Service Letters

Your name and address, as it appears on this letter, has been added to our distribution list and in the future you will receive copies of all new or revised issues of these technical publications.

Please feel free to contact us at any time you have a problem or question regarding the helicopter and its operation.

Very truly yours,

BELL HELICOPTER COMPANY

*for David E. Libmore*  
Wm. J. Diehl  
Manager - Service

DIVISION OF BELL AEROSPACE CORPORATION

A **Textron** COMPANY

Ex. No. 84J

File #  
6282**MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT**

This Agreement made **JANUARY 1**, 19 **65**, between **BELL HELICOPTER COMPANY**,  
 Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

**INTERNATIONAL HELICOPTER CONSULTANTS, INC.**, of  
**P. O. Box 1702**  
**Tehran, Iran**

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

**1. APPOINTMENT AND TERRITORY.**

Bell appoints the Representative to sell in

**Iran**

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

**2. AGREEMENTS OF REPRESENTATIVE.**

The Representative agrees:

(a) To use his best efforts —

- (1) To promote the reputation and the sale of the Listed Products in the Territory.
- (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
- (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.

(b) To furnish necessary technical advice and product support to customers including:

- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
- (2) Assist in and/or conduct demonstrations of Listed Products.
- (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
- (4) Serve in a liaison capacity between the customers and Bell.
- (5) Assist the customer in spare parts support for the Listed Products.

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph:

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product, and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

##### 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority—

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

##### 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated:

(1) Death or incapacity of the Representative.

(2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.

(3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

7. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

INTERNATIONAL HELICOPTER CONSULTANTS,  
INC.

Representative

By William H. French  
WILLIAM H. FRENCH  
(Title) PRESIDENT, MANAGING DIRECTOR

Beverly N. French  
Witness BEVERLY N. FRENCH  
SECRETARY TREASURER

BELL HELICOPTER COMPANY  
Division of Bell Aerospace Corporation

By [Signature]  
(Title) Authorized Representative

[Signature]  
Witness

FRASER

SCHEDULE A

(To Manufacturer's Foreign Representative Agreement)

LISTED PRODUCTS AND APPLICABLE COMMISSIONS

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Manufacturer's Foreign Representative Agreement to which this Schedule is attached. The commissions payable to the Representative in accordance with Section 4(a) of such Agreement are set forth below.

Standard Export Purchase Agreements Covering One (1) to Five (5) Helicopters:

| <u>Listed Products</u>  | <u>Commission on Basic Helicopters</u> |
|-------------------------|--|
| 47G-3B-1, 47G-4A, 47G-5 | 15%                                    |
| 47J-2A                  | \$7,000.00                             |
| 204B                    | \$15,000.00                            |
| UH-1 Series             | To be negotiated                       |
| OH-13 Series            | To be negotiated                       |

Standard Export Purchase Agreements Covering More Than Five (5) Helicopters:

| <u>Listed Products</u>    | <u>Commission</u> |
|---------------------------|-------------------|
| 47G-3B-1, 47G-4A, 47G-5 ) | To be Negotiated  |
| 47J-2A )                  |                   |
| 204B )                    |                   |
| UH-1 Series )             |                   |
| OH-13 Series )            |                   |

Standard Export Purchase Agreements Covering Spare Parts and Accessories:

| <u>Listed Products</u>   | <u>Commission on Spare Parts and Accessories</u> |
|--|--|
| Model 47 Numbered Parts  | 15%  |
| AN and Vendor Parts  | 15%  |
| Model 204B Series - 204 Numbered Parts                         | 15%  |
| Agmaster Agriculture Equipment,<br>less nozzles, not installed | 10%  |
| Engines, Engine Parts & Accessories                            | To be negotiated                                 |
| Special Equipment  | To be negotiated                                 |
| UH-1 Series Parts  | To be negotiated                                 |
| OH-13 Series Parts   | To be negotiated                                 |

This Schedule A revision is effective 1 May 1966

INTERNATIONAL HELICOPTER CONSULTANTS,

Representative

By William H. French(Title) President, Managing Director

BELL HELICOPTER COMPANY  
Division of Bell Aerospace Corporation

By

(Title) 11

REV. 6-64

9/22/66

Ex. No. 35

Telecon w/ Mulligan  
 Cable from London

Discussion of cost of currency  
 w/ Robinson & Roberts both  
 willing to see some arbitrage  
 arbitrage not undertaken any  
 steps to help government in legal  
 proceedings but no objection  
 to coming.

Roberts suggested discussion  
 Dr. Fisher who is legal advisor  
 of High Council of Aviation  
 Marshall. Robinson will  
 double check w/ Fisher's

9/2/66

Ex. No. 86

Mulligan called

Nasran Safari City for  
 V.P. of High Adventure Council  
 want to see to meet W/ me + discuss  
 case against French

members of State just returned from  
 Tehran I should be careful in  
 performing any legal acts in behalf  
 of French other than information gathering  
 Embassy feels weight for people  
 for French continuing in business in Iran  
 & that might implicate other companies P.O.  
 Robert Morlan - 1st Contact  
 in Embassy in Tehran if possible

Ask Embassy in Beirut  
 to notify Embassy in Tehran that I  
 am wrong + wrong

Asst. G. Akbari - Tehran City - member of  
 Intl. Bus. - recommended by ~~ambassador~~

Enoch  
 Cable address

Said Hakhe  
 70 Box 1969  
 Beirut



22 October 1966

Dear Mr. Safavi:

Enclosed herewith please find a bank check to your order in the amount of \$1,000.00, this is to be used by you for payment of expense items in connection with the formation of the Iranian Corporation to be called (Sherkate Fayare Pars).

Also enclosed herewith is a special power of attorney from International Helicopter Consultants, Inc., and one from Aviation Development Consultants, Inc., authorizing you to form the aforesaid Corporation. These were drawn in accordance with the agreement you and I reached in Teheran while I was there. I am having these mailed from Beirut and will await your notification that all approvals are ready before sending the Capital from my office in Wichita. I will also take care of your fee in the manner discussed after my return. In the event you have any problems or desire information or action from me address your message to my office in Wichita since I will be unavailable en route until my estimated arrival on 31 October.

It was a great pleasure meeting you and I would like to take this opportunity to thank you for all the courtesies you extended to me. It is my hope that we will have many more satisfactory transactions in the future.

Very truly yours,

C. Robert Bell

SPECIAL POWER OF ATTORNEY  
-----

Know all men by these presents that the undersigned as and for the act of International Helicopter Consultants Inc. a Delaware corporation do hereby appoint Dr. Hassan Safavi their true and lawful attorney, in fact for the following purposes, to-wit:

1. To do all things necessary to incorporate an Iranian corporation to be called Sherkate Tayare Pars. Said Company to have an initial capital of one million Rials.
2. To prepare the statutes of the said Company and to sign all registration documents on behalf of the undersigned and to do any and all things necessary to register the said Company in the registration office according to the laws and regulations of Iran.
3. Said Company is to have its subject the selling and maintaining of light aircraft and helicopters and engines, spare parts and accessories therefore.
4. The duration of said Company is to be unlimited.
5. The shareholders of said Company shall be as follows:-
  - a) Fiftyone nominal shares with a value of 10,000 Rials each, belonging to Dr. Hassan Safavi or his nominees.
  - b) Twentyfour nominal shares of a value of 10,000 Rials each shall belong to International Helicopters Consultants Inc.
  - c) Twentyfive nominal shares of a value of 10,000 Rials each to belong to Aviation Development Consultants Inc. a Kansas corporation.
6. All the shares of said Corporation are to be nominative and the shares belonging to the Corporation set forth in (b) and (c) above may not be transferred without the prior approval of the other shareholder or shareholders, however, the shares set forth in (a) above may be transferred in whole or apart without the approval of the other shareholders.
7. The Board of Directors of said Corporation will be nominated for a period of at least four years by the General Assembly and shall consist of three directors.
8. The auditor shall be nominated for a term of one year by the General Assembly.
9. The Board of Directors shall choose one of its members or an outsider as it so desires, as Managing Director.

.. /2

10. The power and duties (retribution) of the Board of Directors and of the General Assemblies shall be in accordance with the laws and regulations of Iran.
11. Dr. Safavi is hereby given all the right and power to prepare the statutes and register the Company and elect the Board of Directors and auditor and to sign all documents for the formation of the society and to request any authorisation from the competent authorities which is necessary for the formation and exploitation of the Company.
12. The siège social (domicile) of the Company shall be in Tehran, Iran and the address shall be designated by Dr. Safavi, however the society may have branches in other towns in Iran and also in other countries.
13. The attorney herein designated has the right to designate another person or persons to have and carry out any or all of the rights and duties herein granted to him.

INTERNATIONAL HELICOPTER CONSULTANTS INC.

Attest: \_\_\_\_\_

Secretary

By \_\_\_\_\_

President

EX. No. 00  
EX. No. 88

Get Supari to write to Bill describing  
S.T.P. & show a strong & continuing sales  
effort & show that other responsible members  
of the high Council of Civil Aviation  
look with favor on the Company & that  
they don't look w/ disfavor on it - get  
strong language growth - also touch  
on point of emergency. Bill then forwards  
it to Bell

2. make clear to Bill that Bell wants  
a solid everyday sales organization  
and want their people to be native  
speakers

EX 89 id ✓

Aviation in Iran, on November 28, 1966, and a letter was written by General William French, Chief of the Iranian General Staff, to the Iranian Air Force, Chairman of the Board of Directors of the National Iranian Airlines, the President of the High Council of Civil Aviation in Iran, and in addition to the Ambassador of the State. It was the observation of the writer, and confirmed by others, that all aviation military regardless of which service, operated by the Air Force, and any the flight of or civilian is controlled by the dictates of General French. In fact, Mr. Jack Zook stated in the written report he was in Iran, when through the Cessna Aircraft Company a general aviation company, it is located at 5800 East Pameo, and in point of fact the Zook family run the company, Wichita, Kansas, a privately held family corporation.

Dear Mr. Zook: Two years ago a representative of General French contacted Mr. French and informed him that there were only two companies which would be authorized to conduct civil aviation business in Iran, and those were the purpose of this letter is to summarize the information I reported to you with respect to Mr. William H. French and his corporation Aviation Development Consultants, Inc. and the present situation in Iran. The information leads us to believe that he holds a larger percentage of stock in the firm than in Heliport. Mr. French was informed by this representative Mr. French first went to Iran approximately 15 years ago as an employee of the United States Government. He flew aircraft spraying insecticides for locust control in the beginning and then performed several other contracts for the United States Government under the various A.I.D. Country programs. As long as the United States A.I.D. funds were going into Iran in large quantities, the Iranian authorities were most cooperative with Mr. French and never did raise any difficulties about his operations. However, as you know, these funds have dwindled considerably in the last two or three years and are now down to the point where the funds are almost in sight. In addition, as you no doubt know, because of a variety of economic and political developments, the Iranians have become much more independent in recent years and have a great spirit of nationalism in all areas of Iran.

Prior to the writer making his trip to Iran, he investigated all of the matters which follow as thoroughly as possible, including conferences with the United States State Department, and more specifically with Mr. Elliott who is in charge of the Iran desk at the State Department at Washington, and his assistant Mr. Mulligan. It is noted that Mr. Elliott made an attempt to confer with them he is told by Mr. Mulligan that it is not necessary to apply for these permissions, and that they will go ahead and do the things, and it will be all right. However, it is

Aviation in Iran is and has been for some time entirely controlled by General Amir Khatami, who is the Commanding General of the Imperial Iranian Air Force, or rather the Chief of Staff of the Imperial Iranian Air Force, Chairman of the Board of Directors of the National Iranian Airlines, the President of the High Council of Civil Aviation in Iran and in addition is the brother-in-law of the Shah. It was the observation of the writer, and confirmed by others, that all aviation military regardless of which service, including the Air Force, the Army the Gendarmery or civilian is controlled by the dictates of General Khatami. As one individual remarked to the writer while he was in Iran, even though the books say that Iran is a constitutional monarchy, it is not, it is an absolute monarchy, and in point of fact the royal family run the country pretty much like a closely held family corporation. The Foreign Service had just called upon the American Consulate and had informed them that there were

Approximately two years ago a representative of General Khatami contacted Mr. French and informed him that there were only two companies which would be authorized to conduct civil aviation business in Iran, and those were Air Taxi and Helitaxi, the former is a fixed wing aircraft charter service and the latter is a helicopter company. General Khatami and/or his representatives hold substantial amounts of stock in each of these companies. Our information leads us to believe that he holds a larger percentage of stock in Air Taxi than in Helitaxi. Mr. French was informed by this representative that he could operate in Iran provided he did so as a sub-contractor of Air Taxi and Helitaxi, for which he would pay them 10 per cent of the gross of his operations. At this time Mr. French turned this proposal down, and he was then informed that General Khatami would run him out of the country. Hassan Safavi, the Vice-President of the High Council of Civil Aviation.

In March of this year Mr. French went out of Iran on business and when he returned was informed that he would not be readmitted. The U. S. Embassy in Teheran spent approximately two months attempting to find out why Mr. French would not be readmitted with very little success until the expiration of the two months period, at which time they were informed that Mr. French personally was being charged with numerous violations of the Civil Aviation Act of Iran.

Throughout his stay in Iran, the writer kept in touch with the U. S. Embassy. Iran's Civil Aviation Act was drafted by Dr. Hassan Safavi, and enacted in 1949. I am sure its contents are available to you. However, it was never implemented in detail and the general Persian attitude toward their laws is fully represented in Mr. French's case. They have a good many very complex codes on the books which are not enforced in practice and in fact when one attempts to comply with them he is told by the local officials, oh, its not necessary to apply for these permissions, we know you, just go ahead and do these things, and it will be all right. However, if you

Page -3-

incur their disfavor they then go back to the law and insist that there has been a long line of violations. The same thing happened to the U.S. Consulate while the writer was in Iran. For quite some time it has been a requirement of Iranian law that foreign residents who are going to be there for extended stays apply for and obtain residence permits. There is a Presbyterian sponsored college in Teheran, and teachers are brought in from the United States for varying periods up to four or five years at a time. Whenever the U.S. Consul sent them to the Iranian Foreign Service to apply for residence permits, they were always told, oh, that won't be necessary, we know you people, and this is not necessary; and they would not take applications for residence permits. However, while the writer was in Iran apparently one of the teachers got into some kind of a flap with the Iranian Civil Authorities, the exact nature of which was not disclosed to the writer, but the Iranian Foreign Service had just called upon the American Consulate and had informed them that there were approximately 50 teachers in the country who had been violating the law for a long period of time by not having these residence permits, and it would be necessary to get them out of the country by the end of the week. This was accompanied by a voluminous citation to the law of Iran. Much the same thing has happened to Mr. French.

The writer before going to Iran caused an inquiry to be initiated from the U. S. Embassy in Iran to General Khatami, so that he could be assured that whatever charges were pending would not be used in anyway against the writer, merely because he was Mr. French's lawyer. In reply, General Khatami requested that the Embassy inform me that they would be most happy to see me when I arrived in Teheran and he also suggested that I see Dr. Hassan Safavi, the Vice-President of the High Council of Civil Aviation. I proceeded accordingly. Mr. French would be permitted to return to the country personally. When the writer arrived in Teheran, he first spent some time with officials in the U. S. Embassy, briefing them on the information in his possession, and in turn receiving a briefing from the information they possessed, both of which seemed to fit what has been recited so far.

Throughout his stay in Iran, the writer kept in touch with the U. S. Embassy and kept them fully informed on all the developments. The principal contact of the writer in the U. S. Embassy was the Commercial Attache, Mr. Raymond Hartland, and his assistant, Mr. Herbert Ferguson. Thereafter, the writer had a conference with Dr. Safavi, who explained that he had been the author of the original Civil Aviation Act of Iran, and had also been the author of an Act of July 5, wherein all aviation, civil and otherwise, including sales of aircraft and parts therefor, was declared to be a national monopoly.

page -4-

This Act had a grandfather clause in it which provided that, in essence, Air Taxi and Helitaxi could continue in operation, and it further provided that any other company, securing the permission of the High Council of Civil Aviation could do business in Iran, in addition to the national monopolistic company. Dr. Safavi then made it quite clear that the charges on the part of the Iranian government were not directed toward Mr. French's companies, but solely to Mr. French personally, and that Iran would welcome the continuance in business of Mr. French's companies, however, it is a requirement of Iranian Law that they can only do business through a Persian Corporation, with a 51 per cent Persian partner. Dr. Safavi volunteered his services to form the Persian corporation and to act as the 51 per cent shareholder, strictly in accordance with the writer's direction, he stated. The writer made no reply to this proposal at that time, since he wished to be assured that Dr. Safavi was speaking on behalf of General Khatami and not as a mere volunteer. Consequently, a subsequent appointment was arranged between the writer and General Khatami during which the General made it quite clear that Dr. Safavi spoke on his behalf and that this was the transaction which the General would authorize. <sup>control of the actions of</sup> <sup>the Persian</sup> Mr. French will then General Khatami also stated that because of Mr. French's activities he would not agree to permit Mr. French personally to return to Iran, however, he would permit representatives and employees of his companies to return, and to do business as outlined above. In a subsequent conference with Dr. Safavi, he indicated that Mr. French had made the General most unhappy and the writer gathered that it was almost a matter of "face" with the General, at this time as regards Mr. French personally. However, he was of the opinion that in the matter of a couple of years, if the new arrangement proceeded smoothly, Mr. French would be permitted to return to the Country personally. The writer received the impression from what he said, and from comments by various American Embassy personnel that if the new arrangement functions smoothly, and brought in substantial sales to the Country, it was quite likely that the period of time would be far shorter than even two years. However, there is no way of fixing an exact date on this.

Mr. French currently has two employees in Iran, both located in Teheran. One is Mr. Eugene Lloyd, and the other is Mr. John Bolton. Both of these men are experienced pilots and appear to be quite competent and capable as regards to the technical aspects of the business and most likely as regards to administrative aspects of the business in addition. Consequently, the writer authorized Dr. Safavi to form a Persian corporation to be called Sherkatè Tayare Pars, in which Dr. Safavi would be the owner of 51 per cent of the stock, with the right to transfer either on or off the record, all or any portion of that 51 per cent. Dr. Safavi made it very clear to the writer



Page -5-

that he would not retain anywhere near all of the 51 per cent, and that other members of the High Council of Civil Aviation would undoubtedly own portions of it, including by implication, General Khatami, as the largest owner. The other 49 per cent will be owned by Aviation Development Consultants, Inc. and International Helicopter Consultants, Inc. both of which are Mr. French's corporations. Dr. Safavi will be the managing Director of this Corporation, and through General Khatami will no doubt be the primary sales agent. Either Mr. Bolton or Mr. Lloyd will then be the operating executive of the company and will take care of all technical matters.

The writer is confident that this arrangement will be highly beneficial to Mr. French's companies and to the companies which he represents, including Cessna Aircraft Company. The writer would like to suggest that the Cessna franchise for Iran should remain in the hands of Aviation Development Consultants, and that all sales should be made to Aviation Development Consultants, with resale from them to Sharate Tayare Pars. This will provide the necessary leverage for ultimate control of the actions of the Persians with respect to the products being sold. Mr. French will then make his headquarters in Beirut and receive frequent reports from the Teheran employees who will, in addition to written reports, come to Beirut approximately once a month for a full review of all actions and instructions.

The above is quite summary in form and the writer would be glad to amplify it upon request.

Very truly yours,

C. Robert Bell, of  
MORRIS, LAING, EVANS & ROCK

CRB/cs

cc: William H. French

EX 90-10

November 3, 1966

By the way, I believe that Bell might be about to insist on this matter in Beirut, Lebanon. I will let you know what Cessna thinks after I have talked to Rose and Bookman. By the way, Felotin strongly recommends that Dear Bill have to learn Farsi, so you might tell Felotin to get away. It also appears that after the first of the year I will have someone. After my return I made arrangements to go to Fort Worth and talk to the Bell Helicopter people. I spent the day down there yesterday and talked to Felotin and to Jost and to the president of the Company. Felotin's position was that what we were essentially asking Bell to do was to allow STP to represent them in Iran and they would therefore have to make the same kind of investigation they do with any new dealer. I told him I appreciated the fact they would have to make some sort of investigation but they were now in full possession of the information that we had so they should be cautious in the manner in which they proceed and he agreed that they would be. He also stated that the decision would probably not be forthcoming for several months. He also requested that I have Dr. Safavi write a letter to me or to Bell Helicopter, whichever he wished, explaining the new set-up and basically assuring Bell that the new corporation will have the blessings of the High Council of Civil Aviation and General Khatami. I will arrange for this directly with Safavi and will send you a copy of the letter which you should then forward to Bell with your comments, since tickets which have the unused portion from Beirut to Rome so that you can turn them in for a refund. I have been unable to talk with Cessna as everyone that I need to talk to is out of town for the rest of this week. However, I will see them early next week. In the meantime, I got your letter of October 27 and I think you are jumping to conclusions. I did talk to Mr. Knoblauch who is in charge of the Parts Division at Cessna and he told me that no order has come through and that if one does come through they will not honor it, as it is their position that you are the dealer and they must come from you. I have a call in now to Dusty Rhodes to get further information on the matter and will try and include it later on in this letter.

Mr. William H. French

Apartment 73

Sourila Building  
Harna Street  
Beirut, Lebanon

I have prepared the new powers of attorney and original and one copy of each of the four are enclosed herewith signed by me as vice president.

Mr. William H. French

2.

November 4, 1966

By the way, Felotin said for me to tell you not to send any more telexes to Bell as their office rules require that whenever they get a telex they have to telex an answer and that this is costing them a lot of money and they are unhappy about it. So don't send any telexes through Bell. By the way, your telex from the Phoenicia telex service was badly garbled and I think they are a crummy bunch. I believe airmail letters will do the job from Beirut almost as quickly as the telex and certainly will be much more clear.

At to the letters authorizing Bell and Cessna to deal directly with STP, it appears that Bell might be about to insist on this manner of proceeding anyway. I will let you know what Cessna thinks after I have talked to Zook and Roskam. By the way, Felotin strongly recommends that whoever you have in Iran should learn Farsi, so you might tell Bolton to get busy. It also appears that after the first of the year I will have someone available here in Wichita who can translate Farsi for me if you need it.

Felotin agreed that he would send you an accounting on what you owe Bell and that you should be informed that the contract which you had with Geotronics is now no longer a bankable contract so some other arrangements are going to have to be made for payment. Felotin also wants you to send him shipping instructions on the helicopter right away. He had no suggestions as to what could be done with it other than sending it to Beirut. I am enclosing a copy of a letter I have sent to the house counsel for the parent corporation of Geotronics, which I believe is self-explanatory. I am also enclosing herewith some invoices which came in from Bell Helicopter for shims and washers and a letter I received from an outfit in St. Louis inquiring about used aircraft. I am getting the name of the patent lawyers in Washington, D.C. and will send it direct to you in two copies so you can give one to Cogni. I am also enclosing herewith the Air France tickets which have the unused portion from Beirut to Rome so that you can turn them in for refund. Those devils in Air France nailed me for \$65.00 worth of overweight charges from Paris to Chicago. Oh, well, ce la vie. We had a fine time in Rome and Paris, although much too short.

I just talked to Dusty Rhodes and he said that they had, in an interim period until we found out where we were, merely told the Iranian air attache that they would take a few essential parts orders and make quotes on them on an ad hoc basis or emergency basis just to keep them in operation until their representative, meaning you, knew exactly what his status was. The quotes have not yet been made and they are in Wichita and will not be ready until later next week at the earliest and in the meantime, of course, I will be able to talk to Zook and see if we cannot resolve the matter in a different fashion. So don't jump to any premature conclusions. Cessna has not yet made any direct sales to the Iranian army and I think I will be able to keep them from doing so. I will keep you posted on all the developments.

Very truly yours,

C. Robert Bell of

EX 91 <sup>wa</sup>

January 5, 1967

Mr. James Felton  
Bell Helicopter Company  
P. O. Box 432  
Fort Worth, Texas

RE International Helicopter Consultants, Inc.  
Operations in Iran

Dear Jim:

In connection with the above referenced matter I am now informed by Dr. Safavi that our Persian corporation is duly authorized to sell, service and maintain all types of light aircraft and parts therefor in Iran. I am also informed by him that it is the only Company authorized to do so apart from General Khatami's two corporations which apparently intend to concentrate primarily on the charter and flying end of things and leave the selling to our company.

We have just received a large order for Cessna spare parts from the Imperial Iranian Army which order was obtained by the principals of our Persian company and Cessna has thoroughly reviewed the situation and has agreed to approve it on a trial basis for a one year period. The manner in which they wished to carry on business was that we would continue to be their only authorized dealer for Iran, and we have designated our Persian company, which is called, Persian Tayar Co. in English, and Sherkat Sahami Tayar Pars in Persian, as our exclusive agent for Iran. The offices of the Persian company are located at 10 Avenue Bahar/Shahreza, Teheran, Iran and the Managing Director is Eng. Taghi Emami. Communications may also be addressed to Eugene Lloyd at Box 1702, Teheran, Iran.

We are hopeful that you will elect to proceed in the same manner as Cessna has. If I can provide any further information please do not hesitate to contact me.

Yours very truly,

C. Robert Ball, of  
MORRIS, LAING, EVANS & BROCK

CRB/cs

January 5, 1967

EX 91-A

Mr. James Felton  
Bell Helicopter Company  
P. O. Box 432  
Fort Worth, Texas

RE: International Helicopter Consultants, Inc.  
Operations in Iran

Dear Jim:

In connection with the above referenced matter I am now informed by Dr. Safavi that our Persian corporation is duly authorized to sell, service and maintain all types of light aircraft and parts therefor in Iran. I am also informed by him that it is the only Company authorized to do so apart from General Kuhatami's two corporations which apparently intend to concentrate primarily on the charter and flying end of things and leave the selling to our company.

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We are hopeful that you will elect to proceed in the same manner as Cessna has. If I can provide any further information please do not hesitate to contact me.

Yours very truly,

C. Robert Bell, of  
MORRIS, LAING, EVANS & BROCK

CRB/cs

EX 92<sup>ie</sup>

**CLASS OF SERVICE**  
This is a fast message unless its deferred character is indicated by the proper symbol.

# WESTERN UNION

W. P. MARSHALL  
CHAIRMAN OF THE BOARD

## TELEGRAM

H. W. McFALL  
PRESIDENT

**SYMBOLS**  
DL = Day Letter  
NL = Night Letter  
LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination.

1128A CST JAN 15 67 KA036 BA066  
B CDA205 VIA RCA ZCZC WUF0364 INU1093  
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TEHERAN 37 15/1 1930  
LT

ROBERT BELL 214 FIRST FEDERAL SAVINGS 123 SOUTH MARKET ST WICHITA/KANS

URGENT HAVE CESSNA BELL SEND MINISTER AGRICULTURE TEHERAN WIRES ADC  
IHC SOLE

REPRESENTATIVES IRAN AIR TAXI HELITAXI INTRODUCED DOCUMENTS SHOWING  
DEALERSHIPS

DELAYING AG PROGRAM

TICESCO BOLTON "

COLL LT 214 123



BELL  
HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A Extron COMPANY

EX 93<sup>10</sup>

In reply refer to:  
03:JHO:su:1543

17 January 1967

Mr. C. Robert Bell  
Morris, Laing, Evans & Brock  
214 First Federal Savings Building  
123 South Market Street  
Wichita, Kansas 67202

Dear Mr. Bell:

Thank you for your letter to Mr. Feliton informing of the current status of the International Helicopter Consultants, Inc. operation in Iran. Mr. Feliton is leaving Bell at the end of this month, and is being replaced by Mr. George Kling.

It is our feeling that the arrangements for handling sales through Persian Tayar Company are not satisfactory to Bell as long as Bill French is unable to personally follow through with Iranian contacts.

However, a temporary authorization is herewith given for continuing Bell's business interests in Iran as you have outlined in your letter of 5 January 1967, until such time as we have had an opportunity to personally assess the situation by a visit to Iran. This will most likely take place sometime this spring. We will keep Bill informed on this.

Sincerely yours,

BELL HELICOPTER COMPANY

*J. H. Orpen*  
J. H. Orpen  
Export Sales Manager

Ex 94 id.

January 16, 1967

AIR MAIL

Mr. Wm. H. French  
 Apt. 73, Sourlla Building  
 Harma Street  
 Beirut, Lebanon

Dear Bill:

Enclosed herewith is a copy of a telegram I sent Feliton and cable I sent Bolton, as well as copy of Bolton's cable to me. I don't know whether Cessna will cable Minister of Agriculture but Bell will. Cessna is goosey on this because of some old problems they had with the Department of Justice about exclusive dealerships so they will not do anything. However, as you can see I suggested that our man in Teheran tell the Minister to give us a test by placing an order and see if we can deliver.

In our telephone conversation Feliton assured me he will send his cable and says he sees no reason Bell will not go along with our arrangement. Feliton confirms Geotronic has helicopter job cooking somewhere in Asia. He says he knows where but he cannot violate customer confidence by telling me which is all right with me, but if you start to quote a job for a lease of helicopters to Geotronics let me know so that we can check out local law and get local representation. This is an absolute essential as hard experience has demonstrated. I would say that again if I thought it would impress it upon you any more.

Regard the letters you send me dated 11, January, signed Oldish, I feel this is a dangerous procedure. Why don't you make Mike McCollum a Vice-President (at no pay) and have him sign them. At least then it is a definite person.

Yours very truly,

C. Robert Bell, of  
 MORRIS, LAING, EVANS & BROCK

CRB/cs



*Bob General Information have said to mail 1/28/67*

*EX 95 id ✓*

Cable: OLDISH, Beirut  
Mail: Box 73 Saroulla Bldg  
Hamra St., Beirut  
Tel: 250720/1 Ext 73  
Telex: Phoenix Hotel 624 attn Bill French

3 February 1967

Mr. George M. Kling  
Export Area Manager,  
Bell Helicopter Company  
PO Box 482  
Port Worth Texas

Ref: 005/67/WHF/bf  
Sub: Iranian Army Proposa.

Dear George:

Received your letter of 30 January today, and am pleased to hear UH1D delivery are better than the cable you sent me of 24 January saying September soonest possible availability.

As you know I have a Jetranger coming off in May, 1967. I have 3 possibilities for it. One the INEG Gasline project going to Russia in Iran which we originally planned it for. John Bolton my man on the spot in Teheran says under the new arrangement we have it is possible to operate the helicopter by selling it, operating it, and buying it back if we want to. Second, is the Shell contract off shore in Kuwait, however, this is still in the wind, and I could put a G-5 on that if and when they decide. Third, one is leasing it to the Ministry of Petroleum in Saudi Arabia, seeing they want a bigger helicopter than they are now using, and once I get my 47G3B1 in I think I can swing it and take the whole show over. Again this is planning, we'll know more when we get on the job and show them what we can do.

With the above three potentials, besides demonstration purposes through the area we require the Jetranger as a demonstrator before we contract it out. But regardless of this, we don't want to delay the Iranian Army if possible. I would rather give my ship to them. Another thing is right now I'm short of cash as well. If I get any contracts, we will have to finance it with funds being consigned to Bell and Breach of Warrantee Insurance as before.

Important don't forget, is if the Iranian Army is shopping, they as persians will be persians would buy the Jetranger verses the UH1D to save a buck! Its six of one and a dozen of another. We sure as hell don't want the LOH in there either. As you know in my 14 January 1967 letter to Jim Felton I asked for 2 G-5's and 2 47G3B1 for the Gendarmerie Cause they are now wanting something to replace the Skyhooks. And as I told Jim I wrote a letter to the Gendarmerie stating Skyhooks spares are now almost nil and the engine is nil. Don't let this on to Cesma though. But we are and I am protected cause Continental told me the engine is overhauled UH1B at \$200,000. Also the Gendarmerie is suppose to get two overhauled UH1B's each from the US Army at Rucker, I have been told, besides our 12 UH1D's we have proposed. This will open the Gendarmerie door, but they also need smaller scouting helicopters.

2.

We don't want to either push the Jetranger too much to the Gendarmerie before they get their first UH1D or B's or otherwise we will kill the UH1D market. Remember they could always buy the Jetranger after they get the first UH1B's from the Army (US), and the G-5 or 47G3B1 as scouting ships. The Jetranger could follow in one year or so as intermediate trainer sales campaign.

Bolton has pushed 5 G-5's to the Ministry of Agriculture as spraying ships, and were trying to figure a way to lease them back as a gimmick to use in another country if this will cinch the sale.

Bolton also is following the proposal I made last year for two 47G3B1 still to the POLICE department.

Al Cook, of Geotronics and myself talked on 25 January 67 here in Beirut about two Jet rangers about 12 months from now in Teheran under our new set up which looks very promising.

Bolton is also supposedly if he has time running down the possible 8 47G3B1 to the consortium, or replace with Jet rangers. This I submitted to them two years ago.

Now I have since I've been running back and forth to Saudi Arabia, submitted to Raytheon who are on a \$50,000,000.00 rocket contract a Bell 47G3B1 or Jet ranger as an out if the other projects don't come off for the Jetranger one to use with crews on lease in Saudi Arabia. Its a five year contract, along with a Cessna-310.

Also I have submitted another 47G3B1 to an American group who will be bidding in June 1967 a water well maintenance contract for 200 wells all over Saudi Arabia. I previously wrote Jim Felton on this this last September or October.

Also Groves International who are sub contractors of Raytheon told me they possibly will bid a Micro Wave link in Saudi Arabia in about 1 year and want to lease helicopters if they go in on this.

Also I have submitted another 47G3B1 to ITT for a vehicle maintenance contract in Saudi Arabia which they are bidding through US Army Engineer corps, there are five other company's on this, and now I'm waiting to get the names of the other five so I can push same equipment to them all regardless who gets the job, lease along with crews to operate same.

Another very good friend of mine who fly's a 990 for LIA here in Beirut has a relative in Qatar ahead of Shell oil company, and he is going to push us in there this coming week if he can when he takes a vacation to Qatar. Also he says he meet the Prime Minister of Dubai, and he is going to get his relative to go with him to Dubai and if it looks good, I'll get on my horse and move down there fast after we get the ship coming in here in Saudi. I am suppose to have it there by end of January, now late, but better late then never.

On the UH1D I suggest to Iran you try and keep the price \$325,000. cause more people are now in the card game. Once they are all pleased with bonuses the balance of the planning of 40 UH1D's which I told you



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A Extron COMPANY

In reply refer to:  
03:GMK:su:1491

30 January 1967

Mr. William H. French  
Managing Director  
International Helicopter Consultants, Inc.  
73 Saroulla Bldg.  
Hambra Street  
Beirut, Lebanon

Dear Bill:

A few days ago the Iranian Army Attache called Dick Pierrot in Washington requesting a proposal for six UH-1D helicopters and an unspecified number of JetRangers.

Dick is in the process of preparing the proposal with deliveries as follows:

UH-1D

One in April 1967  
Two in May       "  
Two in June       "  
One in August    "

JETRANGER

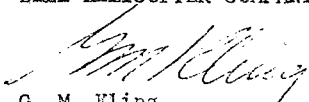
One in December 1967  
One or two per month thereafter

We will send you a copy of the proposal when it is complete.

Best regards.

Very truly yours,

BELL HELICOPTER COMPANY

  
G. M. Kling  
Export Area Manager

EX 96<sup>id</sup>

told me that STP which, July 7, 1967, was owned by International Helicopter Consultants and Aviation Development Corporation, Inc. The latter of which is a Kansas cooperative owned 50% by William H. French and 50% by his wife Beverly W. French, would be named by some members of the High Council of Civil Aviation, including General Khatami, although it would be held in the name of other persons and not directly in their names.

Mr. Dwayne Jost went to Iran and recently to ascertain, if possible, Bell Helicopter Company, the address of STP to produce the results at P. O. Box 482 Fort Worth, Texas, 76101.

Upon my arrival I discovered that during the interim period while STP was being formed - REE International Helicopter Consultants, Inc. in Tehran, Mr. Safavi, who is an expert in such organizations such as the Consultants supplied with necessary parts to keep their aircraft. Dear Dwayne, I am continuing to deal with them directly until STP becomes operational. Dr. Safavi and the other parties involved through me are trying to do this behind their backs and that was my job to do. This letter is in confirmation of our telephone conversation of yesterday, July 6, 1967. As you are aware International Helicopter Consultants, Inc., has for some time had the franchise as your dealer in Iran and other parts of the Middle-East. You are also familiar with the nature of the problems it has been encountering in Iran so I will not detail that back to Beirut for creating. Dr. Safavi's English is not all that good and he thought I was telling him and to communicate with me directly or anything. Accordingly, when STP was formed International Helicopter Consultants, Inc., is owned 50% by William H. French and 50% by his wife, Beverly W. French. As I reported to you last November, I made a trip to Iran on behalf of Mr. French and his company and made arrangements at that time, with a representative of General Khatami, whose name is Dr. Hassan Safavi, and who is the Vice President of the High Council of Civil Aviation of Iran, for the formation of a Persian corporation to act as the representative of International Helicopter Consultants in Iran. This company was formed and its name is Sherkat Sahami Tayar Pars, which roughly translates as Persian Flying Society Anonymous. After my return and the notification that this company was formed we were disappointed to find that no commercial activity was resulting from the formation of this company. This especially disturbed Mr. French because in addition to all of the money he has invested in Iran over the past years he has invested considerable sums in sending me to negotiate for him and in connection with the formation of STP he was required to put up all of the capital, which was 1 million rials, or slightly in excess of \$13,000, plus formation fees to Dr. Safavi of 500 pd. sterling, plus \$1,000 expense money to Dr. Safavi for the necessary baksheesh involved in getting a corporation registered. Dr. Safavi had

told us that STP stock, other than the 49% owned by International Helicopter Consultants and Aviation Development Consultants, Inc., the latter of which is a Kansas corporation owned 50% by William H. French and 50% by his wife Beverly W. French, would be owned by other members of the High Council of Civil Aviation, including General Khatami, although it would be held in the name of other persons and not directly in their names.

As you know I went to Iran again recently to ascertain, if possible, what the problem was in the failure of STP to produce any results so far.

Upon my arrival I discovered that during the interim period while STP was being formed and before it was operative, Mr. French's representative in Teheran, Mr. John Bolton, had, in an attempt to keep organizations such as the Gendarmerie supplied with necessary parts to keep their aircraft operative, been continuing to deal with them directly until STP became operative. Dr. Safavi and the other Persians involved thought he was trying to do this behind their back and that we were going to cheat them. Accordingly, they called everything to a halt until the situation clarified. There was also a failure of communication between Dr. Safavi and the writer which occurred when Dr. Safavi started sending parts orders to the writer's office. I told him not to communicate directly with this office on technical matters as that only caused delay, because I then had to send it back to Beirut for processing. Dr. Safavi's English is not all it might be and he thought I was telling him not to communicate with me directly on anything. Accordingly, when STP wished to have its agreement with Bill French's company reduced to a written contract, this information was not communicated. This agreement is identical with the one I have enclosed and that I have provided.

I assured Dr. Safavi that the matter of the interim sales was no problem and Mr. French's company would account to STP on those sales and I assured him, as a Vice President of the two companies involved, if he would draw the contract he wished to have I would sign them while there. He drew them and I signed them and a copy of the International Helicopter Consultants agreement is enclosed herewith. He informed me that the Persian 51% of STP was owned 26% by his own father-in-law and 25% by Mr. Taghi Emami, who is the cousin of General Khatami. The Managing Director of STP is a Mr. Golshoyan who is a former Minister of many departments and a person of considerable standing in Iran according to Dr. Safavi. Safavi also informed me that the "great general" by whom he means General Khatami, had decided to handle transactions with STP in much the fashion he had set up for Air-taxi and Heli-taxi, that is one company for fixed wing aircraft and the other for helicopters.

Accordingly, a company called Helicopter Services had been formed in which Mr. Bristow had no interest and with which Mr. Bristow had no connection, either directly or indirectly. This company was to be the helicopter sales company and also is to have operating rights and one of its directors is General Rafeat, who has been General Khatami's front man in Heli-taxi for quite some time. I had several meetings with General Rafeat and at first General Rafeat was insisting that Helicopter Services must have the Bell Helicopter franchise. I assured him that it was beyond the power of International Helicopter Consultants to give him that franchise even if they wished to and that this was a matter solely within the control of the Bell Helicopter Company, its of supply. Their proceeds will be studied by the Ministry of War and the Ministry of War, together with the Army and the Air Force, and from past experience I am sure this will undoubtedly

Dr. Safavi strongly recommended that we try and arrive at some arrangement with Helicopter Services and both he and General Rafeat assured me that Helicopter Services will be in a position to both purchase for its own operations and sell many helicopters. They also assured me that it has secured the helicopter operating contracts with all of the oil companies in Iran, including the consortium. General Rafeat further stated that he will need four Bell Jet Rangers quite soon for Helicopter Services.

Dr. Safavi, including General Rafeat, and I worked out an oral agreement between General Rafeat, Dr. Safavi and myself whereby a three-party agreement would be entered into between International Helicopter Consultants, STP and Helicopter Services in which Helicopter Services would have the same functions in Iran on behalf of International Helicopter Consultants as STP had and the resulting net profits to Helicopter Services would be divided 2/3rds to Helicopter Services and 1/3rd to STP. This agreement is identical with the other one which I have enclosed except that it adds a provision that Helicopter Services and STP will share the proceeds of their end of the contract as aforesaid. It too is being drawn by Dr. Safavi.

I was then taken to a conference with the Managing Director of Helicopter Services, a gentleman named Mahvi, who was introduced to me as also being the Managing Director of Pan American Iranian Oil Company. Mr. Mahvi stated that he could not take the proposed agreement to his Board of Directors until he had a copy of our franchise with Bell Helicopter and I agreed to provide him with such a copy upon my return. Mr. French's copy was unavailable at that time since it was in Beirut and he had not been able to carry all of his files with him when he was evacuated from Beirut (incidentally Mr. French is now permanently back in Beirut). Nevertheless, to save time, as I told you on the phone, I would appreciate it if you would send me a copy of his franchise.

While in Iran I also conferred with General Jablonski, the Commanding General of all of the U. S. Armed Forces Advisors in Iran. At this conference I inquired about the proposed Iranian Army Air Cavalry Unit formation and he informed me at that time that this is merely in the planning stage and will not be ready to commence negotiations for the purchase of helicopters for a considerable time yet - perhaps as much as five years. He did, however, state that if Bell Helicopter wished to maintain its position it would be necessary in the not too distant future to commence the preparation of proposals for the formation of such a unit, which proposals should be complete with respect to recommendations and suggestions and proposals for training of pilot personnel, acquisition and type of equipment, training of maintenance personnel and methods of supply. These proposals will be studied by Commissions of the Iranian Army and the Ministry of War, together with the Army Advisory group, and from past experience in Iran this will undoubtedly consume a large amount of time. Their Commission there is the equivalent of our Committees and parenthetically I might add that if a camel is a horse that was put together by a Committee you should see the results of a Persian committee.

While in Iran Dr. Safavi, Mr. Bolton and I also conferred with numerous other government officials, including General Ovesi, the Commanding General of the Iranian Gendarmerie and Lt. Col. Ballantyne who is the American Army Advisor to the gendarmerie. The gendarmerie, as you know, is actively considering a proposal for the formation of a helicopter strike force and Col. Ballantyne informed us that the various Commissions which have been meeting for about two years on this matter have decided that the equipment which should be used for this force will be Bell UHID's. Col. Ballantyne also stated that this decision had been made some months ago and following this decision General Ovesi had come into his office one day with a picture of a Kaman and had stated that this was the helicopter that they had decided on and he didn't want it because the Iranian Air Force and Army had Kamans and they had had very bad operating experience with them. Their actual operating costs to date had run in the vicinity of \$1,500 per hour and their range was so little that they could travel no faster than a gasoline transport truck could accompany them. Col. Ballantyne explained to him that that was not what they decided on and got out a picture of a Huey and put it next to a picture of a Kaman and labeled them for General Ovesi's information. I should add at this point that General Ovesi is highly regarded and appears to be an excellent general, especially by Persian standards, but even the best of them have some curious gaps in their comprehension.

Page -5-

During my conference with General Ovesi we again discussed the Hueys, and during the discussion he turned and pointed to a model of a Kaman which was on the shelf behind his desk, and said "that's the kind of helicopter we are going to buy." I told him "no, no General, that's a Kaman - you are going to buy a Bell." He said "oh yes that's right, isn't that a Bell?" I strongly recommend that you send a model of a Huey to John Bolton for presentation to General Ovesi. I think it would also be a good idea to present a model of the Huey to General Khatami and to General Ghandahari, who is the Commanding General of the Iranian Army Aviation Battalion. Things like having these models on their desks seem to be much more important to the Persians than they would be to their American equivalents. Also perhaps it will help keep them straightened out.

Also, as I told you while I was in Iran I secured the release of Bill French's Cessna 180 and the log books that go with it, and Dr. Safavi informed me that the Persians now feel that they no longer have any case against Bill French. Bill is going to apply for a visa to see what results he can get along that line, and I feel that within a matter of nine months or so there is a possibility that he will be able to travel freely to and from Iran. He has, however, decided in view of the activity in the rest of the Middle-East that it would be more appropriate for him to maintain his headquarters in Beirut and he will be moving his family to Beirut sometime in the not too distant future. He will continue to maintain a resident representative in Iran, but we are currently in the process of looking for a man with the right qualifications to send there to replace Bolton. Bolton is thoroughly familiar with helicopters and is an experienced helicopter pilot, as well as having some business experience but it would be better from our point of view not to have to maintain an expensive pilot there but rather to have someone who is familiar with the types of aircraft that we handle, and who may incidentally be a pilot, but not such an experienced one as the ones we usually hire, and whose background is more in business administration with perhaps a touch of diplomacy. As soon as we find the right man we will replace Bolton.

I am, of course, not in any position to guarantee you that the new proposal is going to work. In fact, I think all of our past experience indicates that the only way we will know whether something is working or not is when the orders start coming through.



Page -6-

I do not think it is quite accurate to say that Bill French has done nothing for you in this area since he has succeeded inspite of tremendous obstacles in keeping your Company's name in the forefront of discussion in all of the government agencies in Iran. Furthermore, the Iranian government has purchased no helicopters in recent years from anyone else. Besides, Bill has personally bought two G-5's and sold another one on your behalf in the last two years. Also, I understand that there is a good chance if everyone "holds their mouth right" selling 8 Hueys to Kuwait.

I am enclosing for your information a resume which was furnished to me by Dr. Safavi, which he is also giving the U. S. State Department in connection with his request that they endorse his efforts to become the next Prime Minister of Iran. I also was informed that Dr. Safavi has currently been nominated for a Nobel Prize, so this will give you some idea of the caliber of people with whom we are dealing in Iran. In the event I can provide further information or if you have any questions please do not hesitate to contact me.

Yours very truly,

C. Robert Bell, of  
MORRIS, LAING, EVANS & BROCK

CRB/cs

cc: William H. French

DR. H. SAFAVI  
 114 AVENUE ELKOWSI  
 TEHERAN, IRAN  
 TELEPHONE 304951

Doctor Hassan Safavi, born 1909 in Teheran, Iran, Doctor at Law and  
 Economical Science, has held the following positions:-

*Science in Political, Commercial Science & Criminology*

Attorney General, Ministry of Justice.

Chief of Cabinet, Ministry of Finance 1321.

Director General Propaganda & Publicity during the war 1942-1945

Member of the High Council of the First Seven Year Plan. *Founder*

Professor of Political Economy in the <sup>High</sup>School of Finance 1947.

*Member of the High Council of Legislature 1947*  
 Under Secretary, Ministry of Economy, 1947.

Managing Director, Iran Insurance Company, 1949.

Member of the Board of Directors of Ports & Navigation  
 Organization of Iran, 1951 .

Vice President, High Council of Civil Aviation, 1952-1960.

Delegate of Iran to I.C.A.O.

Member of the International Astronautical Federation.

Ex Vice-President of the Institute of Space Law of I.A.F.

*Managing Director*  
~~Member of the Board of Directors~~ of Persian Shipping Services.

*Managing Director*  
~~Member of the Board of Directors~~ of Iranian Lloyds.

Dr. Hassan Safavi is also the Author of the following books:-

"The Economy of Iran and the possibility of its development"  
 (French ).

"The Home Industry of Carpet in Iran"  
 (Persian & French )

"Declaration of Freedom, its progress."  
 (Persian )

"The Civil Aviation Law of Iran and its Regulations"

EX 97<sup>nd</sup>

July 11, 1967

I will be glad to see you in Beirut if you have time. I am not sure if you will be able to get there. I am sure you will be interested in the information we have to give you about the situation in Beirut. I am sure you will be interested in the information we have to give you about the situation in Beirut. I am sure you will be interested in the information we have to give you about the situation in Beirut.

**AIR MAIL**  
Mr. William H. French  
Apt. 73, Sourlla Building  
Herma Street  
Beirut, Lebanon

Dear Bill:

Received your letters of 5 and 7, July, together with the enclosures. Enclosed herewith is copy of my telex to you.

I was not able to reach Dwayne Jost until today and he apologized for getting no answer out to you but says he was "covered". If there is no other way to make the Saudi deal and they are unalterably opposed to buying from an American company, maybe you could give Helicopter Services a small cut and sell through the Persian company.

On my way back I stopped in Washington and delivered our message loud and clear to the State Department. The message was we have done everything they wanted us to do and they have done nothing to help us. We are now in grave danger of being terminated by Bell Helicopter and if we are that will be the ballgame, so please use any influence they can to keep Bell Helicopter with us and also on the other end, to be sure the Persians really cooperate and are not just blowing smoke in our ear. They tried to tell me that they had done everything possible and I told them I didn't believe it because as a minor example, they had been unable in 6 months to get the 180 released and I did it in 2 days. I also extracted a promise from them that they would send copies of all treaties. Have not received them yet.

Page -2-

Pat Peterson is looking for a suitable man, who is called on Garner Shriver, who turns out to be Chairman of the House of Representatives' Committee on Foreign Military Aid Appropriations; gave him the whole story, in summary fashion and told him just wanted him to be informed in case we have to blow the whistle. He indicated interest and did not comment as to what action he would take if we say the word, but I think would be favorable to us. He also promised to get copies of the treaties for me. Haven't received them either as yet. I'll order directly from the State Dept. and I would suggest that you provide all with the necessary instructions as to how to fill them out so that if they ever come to our office we can fill out Don't believe there is any point in contacting Hare or anyone else in State Department. I am confident that all of State Department personnel knows the results of my recent conference. I have also asked them of Cessna to stay with me until I get back along with the fact that this place they are flying out of the Persian Gulf. Enclosed herewith are my unused airline tickets so you can get refunds. Also enclosed is statement on the most recent trip. I got soft hearted and decided not to charge you at all for the war.

Zook seemed pleased with my report although I told him we couldn't tell if the Persians are going to do what they say unless and until they begin to produce orders. However, Zook staying in the buggy with us helps considerably with Bell Helicopter. Zook said they have remained in close contact with Cessna about you. Zook is going to New Delhi and Karachi in the next couple of months along with a team to make presentation on the Ag. wagons. He will let me know his timetable and I will get Safavi to set up a presentation for him with the Minister of Agriculture in Teheran. The thought of this seemed to please him greatly.

Did Barry get to Saudi all right. Please keep me informed on status of the other jobs and equipment; also, whether he got the 180 and log books out of Iran.

If you see Mike please ask him to mail my white shirts to me.

Please contact David P. Fortin to get more information on his situation. I am sure we could not obtain a discharge from the reserve to work on this contract but I am also sure that unless his reserve position is very unusual we could get an exemption from call-up to activity duty during the time he is on the job. My suspicion is his reply was just a stall.

Page -3-

Pat Patterson is looking for a possible new man for Teheran. Says he knows of one he is checking out who has a degree in Business Administration as well as an A & I mechanic's rating and thinks would be ideal for the Persian situation.

Zook says it is most important you work out details of ordering procedure for Persian company so that orders to Cessna come from you. The Persians want to order directly from our office here and I would suggest that you provide us with the necessary order forms with instructions as to how to fill them out so that if the order comes in to our office we can fill out an order on ADC stationery or form and I can sign as Vice-President of ADC. Then, we attach a presigned general letter signed by you in which we can insert the date saying please honor the enclosed order. I have also told them at Cessna to stop sending your dealer invoices along with the items they ship since they go first into the hands of the Persians and this causes us problems. He promised to take care of this.

Jost also promised to send me copy of the Bell Helicopter franchise but so far neither you nor he has sent me one, and I feel the delay might be harmful to us if the Persians are really going to do anything. Jost promised me again this morning to get it right out to me but just in case you should also send me a copy. I am waiting to write to Dr. Safavi until I have it. I will keep you copied.

I guess that's all for now. Don't start any more wars for awhile.

Yours very truly,

C. Robert Bell, of  
MORRIS, LAING, EVANS & BROCK

CRB/cs  
Encl.

EX 98 id

Beirut Lebanon  
21 July 1967

Dear Bob:

Attached is a copy of my telex to you.

Bob, In discussion with John Bolton when he was here going to Jeddah, I gave Bev a letter a hot one to him John when she left Athens asking him why in hell he wasn't answering me on what I wanted done.

I also told him to ask Safavi what in hell Mr Arbabi and Zanagahni from Airtaxi was doing in Paris saying Gen K wanted the Bell Franchise back under Airtaxi. This I advised you on when you went to Teheran.

John Hoped Safavi and said can't you see if Airtaxi or Helitaxi get the Franchise Dr were out completely you'd better start doing something, as why hasn't the 10,000 meters of land been obtained, and why hasn't the price stabilization board been completed for our protection. Hell air taxi is still approaching all companies Mr French's company's stop are finished. Whats going on. John Said it took Safavi a minute and John says he thinks he caught him off guard for Safavi said, I've been ordered to stall. Then John said he believes Safavi caught him self for the expression on Safavi's face changed from day to nite and back again.

John also says he might have said this to defend himself but he doesn't think so for they aren't doing anything. Also John Said Safavi has been ordered by the general to go to Europe to have the Hemroid operation in which case he'll be gone for 4-5 months and hes to leave in a few days. So this surely will put Safavi out from doing anything.

Anytother thing John said Safavi said before he caught himself, as how did you know this, and John Said: Hell the company's all told Mr French when he was in Paris, Safavi said General K doesn't really want Airtaxi to have Bell franchise bu Helicopter Services.

So you can see why in Hell they don't want John there hes catching on it also the same as Lloyd was doing, of course Lloyd had other problems but nvertheless it is fact.

It also makes sense in Khatami telling you Safavi was his man to stall so he could manuever the Dam US Airforce into selling Iranian Airforce spares so Iranian Army had to buy them that way. In fact I believe the SOB we talked to in Washington was going to Iran just for that purpose. So its really our own dam government forcing private foreign investment out. Hell Cessna sold spares from Military division to US Airforce! Military at Cessna cannot say they didn't know where the spares were going that list only fitted the requirements for Iran, and number of engines. Also its the fact US airforce built Khatami over the years, now they are handling funding for Iran for five years, so they'll cut anybody's thro to help Khatami. Theyre all laughing at us a big joke! I'm not starting a War yet, but I'm not very dam far from it. Your and my government sit it appears its a socialistic organizations for parasites. Telephone give him my regards and ask him

\*  
 FLOAIR WIC  
 RCANY TLX 46

COM FOR BEYROUT

PLS CONFIRM NUMBER BERYT

923524  
 MOM PLS

PHOENICIA BERYT  
 DFDFDFDFDF  
 PHOENICIA BERYT  
 FLOAIR WIC

20 NOVEMBER 1967

FOR WILLIAM FRENCH:

RECEIVED A CALL SATURDAY NOV 18TH FROM URPEN AT BELL HELICOPTER  
 STATING THAT HE AND PIEROT ARE GOING TO TEHRAN SOMETIME THIS  
 WEEK. HAD PLANNED TO STOP IN BEIRUT ON THEIR WAY BACK AND CONTACT  
 YOU. THEY ARE GOING TO ASSES THE SITUATION FOR THEMSELVES AT THE  
 REQUEST OF JABLONSKI WHO PERSONALLY VISITED BELL HELICOPTER LAST  
 WEEK. THEY WERE TOLD THAT THE GENDARME SITUATION IS NOT TOO  
 IMPORTANT AND THE AIR CAVALRY SITUATION WITH 11AS IS NOT WORKING  
 AS NOW CONSTITUTED. I TOLD THEM CONTACT HERB FERGUSON AND JOHN  
 BOLTON LET ME KNOW WHAT HEPPENS.

MOLEX

\*  
 FLOAIR WIC

IS MESSAGE CLEAR PLS

KPKOIGTAKP  
 PHOENICIA BERYT  
 FLOAIR WIC

EX 100  
 RA

November 20, 1967

There has been a lot of talk about the possibility of the U.S. military in Lebanon. I have been in contact with the U.S. military in Beirut and they are very interested in the possibility of a U.S. military presence in Lebanon. I have been in contact with the U.S. military in Beirut and they are very interested in the possibility of a U.S. military presence in Lebanon.

Mr. William H. French  
 Seroulla Building 37  
 Hamra Street  
 Beirut, Lebanon

Enclosed herewith is a copy of a letter I have this date written to the U.S. military in Beirut. I hope you can get this letter to the U.S. military in Beirut. I hope you can get this letter to the U.S. military in Beirut.

This will acknowledge your letter of November 12, with enclosures and also the copy of the letters to Johnston Insurance, Inc., and BSW Leasing Corporation. Thank you very much for the check. This keeps me in good standing with my partners and I hope it doesn't press you too hard.

The call of Cessna and Rudy Heidebrecht said your parts were shipped Friday, November 17 via TWA to New York and then as instructed. I also talked to Dick Woller and he stated your proformas are in process right now and are going out today. He is not, however, quoting you a 172 as Cessna is out of 172's and is not currently making any. He did quote you a 177 in its place. They will eventually be making 172's again but he doesn't know when.

Enclosed is the text of a telex I have sent you today which is pretty much self-explanatory. Jablonski has been rousting Bell Helicopter and they are very nervous about the air cavalry program. Jablonski tells them that the air force will not deal with STP even though the gendarmerie wants to. Orpen said Bell is not too much interested in the gendarmerie but is quite concerned with the air cavalry project. Between you and me I think the reason is that anything the gendarmerie wants in the way of Hueys will be in the very near future and Bell probably can't deliver them because of its Viet Nam commitments to the U. S. Army, but they figure if they can get in on the IIAF program it will be far enough down the road that they might be unhitched in Viet Nam.



Page -2-

Orpen and Pierot will stop in Beirut to see you. Be sure and swab them out good as they are stopping on their way back. Orpen promised to call me when he gets back and tell me what he thinks.

There has been a lot of pro-Shah propaganda in our national magazines lately in connection with the coronation and enclosed herewith is a xerox copy of a letter which appeared in our local newspaper which I found to be interesting. Dick Woller and I discussed it a little bit and he said he had just recently read something along the lines of this letter in a German magazine he takes.

Enclosed herewith is a copy of a letter I have this date written to Jack Zook just to get their bobble on the Ag Wagon demonstration into the file. I hope you approve of it.

I will commence checking on the wine and let you know as soon as possible what I find out. Glad to see you got an office, electric typewriter, etc. Who runs it for you?

The copy of Golshoyan's letter to you dated November 5, 1967 is the first one I have seen. I do not plan to make any response to their idiotic demands unless you want me to. It just looks to me like those crooks are trying to get their hands on a little more cash before we pull the string on them. Don't you agree?

Yours very truly,

C. Robert Bell, of  
MORRIS, LAING, EVANS & BROCK

CRB/cs  
Encls.

In reply refer to:  
03:JHO:tm:4574

11 December 1967

Mr. William H. French  
Saroulla Building 37  
Hamra Street  
Beirut, Lebanon

Dear Bill:

This letter will outline generally the findings of Dick Pierrot, George Kling and myself on our recent trip to Teheran during the week of 20 November 1967.

Although we had difficulties in locating John Bolton and Dr. Safavi, through accidental contact, a visit with them was finally arranged. Unfortunately, we were not able to make contact with you in Beirut, either on the way over nor on the return, although we had been assured by John Bolton that you would be meeting us.

Bill, we missed the face to face contact that would have permitted the discussion of the results of our visit to Iran and the effect on the Bell representation which is of vital concern to us.

The purpose of our visit was two-fold. First, we have been aware for some time of the potential UH-1D interest by the Iranian Army that has been brought to our attention mainly through U. S. military sources and direct contact with the ARMISH/MAAG Mission in Teheran. In this regard we were hearing rumors of an active interest by competitive sources in promoting helicopters other than Bell. These were primarily Kaman and Sud Aviation. We were naturally disturbed, particularly since there was no apparent intelligence or activity reported through International Helicopter Consultants, our representative for Iran, that would provide a clear picture on what was transpiring.

Mr. William H. French  
Page two

11 December 1967  
03:JHO:tm:4574

When I called your attorney, Mr. Robert Bell, prior to my departure, he had no new intelligence to report since his last visit to Teheran several months ago.

This, of course, led us to the second purpose of our visit - to investigate the effectiveness of this representation particularly in relation to its proposed reorganization and decide upon its retention. This we had promised to do in granting a temporary authorization for continuation of your representation as stated in my letter No. 1543 dated 17 January 1967, a copy of which is enclosed.

Following this letter, in personal discussions with you and Mr. Bell, Mr. Jose recognized that during your period of ex-communication from Iran, this effectiveness would be difficult. It was agreed, however, that provisional approval for continuance of your representation would be given for the balance of the year during which time you would make every effort to obtain government sanction for your return to Iran, and pending our own personal investigations in that country.

Our recent visit to Teheran and discussions with Dr. Safavi, John Bolton, L/Gen. Khatami, IIAF, and M/Gen. Jablonsky, Chief U. S. ARMSH/MAAG, produced no indication that your position has improved, either through intervention of the U. S. Government, legal or other efforts of your own organization. On the contrary, it appears that it will be several months before you could be permitted to re-enter due to the actions still pending against you. Then there is a serious question as to whether you would be able to re-establish effective representation in Government circles.

Our visit determined further, that your present organization is not considered one to be serving our best interests, particularly since your key personnel were relatively unknown in their capacity as Bell helicopter representatives to persons salient to the major helicopter program being considered by the Government of Iran.

Accordingly, it is with regret that we inform you of the termination of our Representative Agreement in so far as the country of Iran is concerned.

Mr. William H. French  
Page three

11 December 1967  
03:JHO:tm:4574

We are enclosing a revised Agreement and Schedule "A" that will continue your representation of Bell Helicopter Company for 1968 for the country of Kuwait. It is our belief that you should be able to devote sufficient influence in that country to promote the anticipated Government procurement of Bell helicopters that we investigated together over four years ago.

Please sign and return all copies of our new revised agreement and a copy duly signed by Bell Helicopter Company will be returned to you.

We are looking forward to continuing our working relationship for your revised territory, and for a mutually profitable year in 1968.

Sincerely,

BELL HELICOPTER COMPANY

J. H. Orpen  
Export Sales Manager

Endorsed by:

Dwayne K. Jose  
Director of Commercial Sales

cc to: C. Robert Bell

LAW OFFICES OF  
**MORRIS, LAING, EVANS & BROCK**  
 214 FIRST FEDERAL SAVINGS BUILDING  
 123 SOUTH MARKET STREET  
 WICHITA, KANSAS 67202

July 7, 1967

LESTER L. KORNIS  
 1001-1008  
 VERNE H. LAING  
 FERD E. EVANS, JR.  
 RALPH R. BROCK  
 JOSEPH W. KENNEDY  
 C. ROBERT BELL  
 ROBERT L. DRISCOLL

AREA 316  
 MHERST 4-2841

EXH  
102

|                                |
|--------------------------------|
| COMMERCIAL SALES DEPARTMENT    |
| REFERENCE NO. <i>F-1121</i>    |
| ACTION <i>Open</i>             |
| JUL 10 1967                    |
| 1960 SERIES TO:<br><i>Open</i> |
| <i>Open</i>                    |

OBE

Mr. Dwayne Jost  
 Bell Helicopter Company  
 P. O. Box 482  
 Fort Worth, Texas, 76101

RE International Helicopter Consultants, Inc.

Dear Dwayne:

This letter is in confirmation of our telephone conversation of yesterday, July 6, 1967. As you are aware International Helicopter Consultants, Inc., has for some time had the franchise as your dealer in Iran and other parts of the Middle-East. You are also familiar with the nature of the problems it has been encountering in Iran so I will not detail that.

International Helicopter Consultants, Inc., is owned 50% by William H. French and 50% by his wife, Beverly W. French. As I reported to you last November I made a trip to Iran on behalf of Mr. French and his company and made arrangements at that time, with a representative of General Khatami, whose name is Dr. Hassan Safavi, and who is the Vice President of the High Council of Civil Aviation of Iran, for the formation of a Persian corporation to act as the representative of International Helicopter Consultants in Iran. This company was formed and its name is Sherkat Sahami Tayar Pars, which roughly translates as Persian Flying Society Anonymous. After my return and the notification that this company was formed we were disappointed to find that no commercial activity was resulting from the formation of this company. This especially disturbed Mr. French because in addition to all of the money he has invested in Iran over the past years he has invested considerable sums in sending me to negotiate for him and in connection with the formation of STP he was required to put up all of the capital, which was 1 million rials, or slightly in excess of \$13,000, plus formation fees to Dr. Safavi of 500 pd. sterling, plus \$1,000 expense money to Dr. Safavi for the necessary baksheesh involved in getting a corporation registered. Dr. Safavi had

Page -2-

told us that STP stock, other than the 49% owned by International Helicopter Consultants and Aviation Development Consultants, Inc., the latter of which is a Kansas corporation owned 50% by William H. French and 50% by his wife Beverly W. French, would be owned by other members of the High Council of Civil Aviation, including General Khatami, although it would be held in the name of other persons and not directly in their names.

As you know I went to Iran again recently to ascertain, if possible, what the problem was in the failure of STP to produce any results so far.

Upon my arrival I discovered that during the interim period while STP was being formed and before it was operative, Mr. French's representative in Teheran, Mr. John Bolton, had, in an attempt to keep organizations such as the Gendarmerie supplied with necessary parts to keep their aircraft operative, been continuing to deal with them directly until STP became operative. Dr. Safavi and the other Persians involved thought he was trying to do this behind their back and that we were going to cheat them. Accordingly, they called everything to a halt until the situation clarified. There was also a failure of communication between Dr. Safavi and the writer which occurred when Dr. Safavi started sending parts orders to the writer's office. I told him not to communicate directly with this office on technical matters as that only caused delay, because I then had to send it back to Beirut for processing. Dr. Safavi's English is not all it might be and he thought I was telling him not to communicate with me directly on anything. Accordingly, when STP wished to have its agreement with Bill French's company reduced to a written contract, this information was not communicated.

I assured Dr. Safavi that the matter of the interim sales was no problem and Mr. French's company would account to STP on those sales and I assured him, as a Vice President of the two companies involved, if he would draw the contract he wished to have I would sign them while there. He drew them and I signed them and a copy of the International Helicopter Consultants agreement is enclosed herewith. He informed me that the Persian 51% of STP was owned 26% by his own father-in-law and 25% by Mr. Taghi Emami, who is the cousin of General Khatami. The Managing Director of STP is a Mr. Golshoyan who is a former Minister of many departments and a person of considerable standing in Iran according to Dr. Safavi. Safavi also informed me that the "great general" by whom he means General Khatami, had decided to handle transactions with STP in much the fashion he had set up for Air-taxi and Heli-taxi, that is one company for fixed wing aircraft and the other for helicopters.

Page -3-

Accordingly, a company called Helicopter Services had been formed in which Mr. Bristow had no interest and with which Mr. Bristow had no connection, either directly or indirectly. This company was to be the helicopter sales company and also is to have operating rights and one of its directors is General Rafaat, who has been General Khatami's front man in Heli-taxi for quite some time. I had several meetings with General Rafaat and at first General Rafaat was insisting that Helicopter Services must have the Bell Helicopter franchise. I assured him that it was beyond the power of International Helicopter Consultants to give him that franchise even if they wished to and that this was a matter solely within the control of the Bell Helicopter Company.

Dr. Safavi strongly recommended that we try and arrive at some arrangement with Helicopter Services and both he and General Rafaat assured me that Helicopter Services will be in a position to both purchase for its own operations and sell many helicopters. They also assured me that it has secured the helicopter operating contracts with all of the oil companies in Iran, including the consortium. General Rafaat further stated that he will need four Bell Jet Rangers quite soon for Helicopter Services.

We worked out an oral agreement between General Rafaat, Dr. Safavi and myself whereby a three-party agreement would be entered into between International Helicopter Consultants, STP and Helicopter Services in which Helicopter Services would have the same functions in Iran on behalf of International Helicopter Consultants as STP had and the resulting net profits to Helicopter Services would be divided 2/3rds to Helicopter Services and 1/3rd to STP. This agreement is identical with the other one which I have enclosed except that it adds a provision that Helicopter Services and STP will share the proceeds of their end of the contract as aforesaid. It too is being drawn by Dr. Safavi.

I was then taken to a conference with the Managing Director of Helicopter Services, a gentleman named Mahvi, who was introduced to me as also being the Managing Director of Pan American Iranian Oil Company. Mr. Mahvi stated that he could not take the proposed agreement to his Board of Directors until he had a copy of our franchise with Bell Helicopter and I agreed to provide him with such a copy upon my return. Mr. French's copy was unavailable at that time since it was in Beirut and he had not been able to carry all of his files with him when he was evacuated from Beirut (incidentally Mr. French is now permanently back in Beirut). Nevertheless, to save time, as I told you on the phone, I would appreciate it if you would send me a copy of his franchise.

Page -4-

While in Iran I also conferred with General Jablonski, the Commanding General of all of the U. S. Armed Forces Advisors in Iran. At this conference I inquired about the proposed Iranian Army Air Cavalry Unit formation and he informed me at that time that this is merely in the planning stage and will not be ready to commence negotiations for the purchase of helicopters for a considerable time yet - perhaps as much as five years. He did, however, state that if Bell Helicopter wished to maintain its position it would be necessary in the not too distant future to commence the preparation of proposals for the formation of such a unit, which proposals should be complete with respect to recommendations and suggestions and proposals for training of pilot personnel, acquisition and type of equipment, training of maintenance personnel and methods of supply. These proposals will be studied by Commissions of the Iranian Army and the Ministry of War, together with the Army Advisory group, and from past experience in Iran this will undoubtedly consume a large amount of time. Their Commission there is the equivalent of our Committees and parenthetically I might add that if a camel is a horse that was put together by a Committee you should see the results of a Persian committee.

While in Iran Dr. Safavi, Mr. Bolton and I also conferred with numerous other government officials, including General Ovesi, the Commanding General of the Iranian Gendarmerie and Lt. Col. Ballantyne who is the American Army Advisor to the gendarmerie. The gendarmerie, as you know, is actively considering a proposal for the formation of a helicopter-strike force and Col. Ballantyne informed us that the various Commissions which have been meeting for about two years on this matter have decided that the equipment which should be used for this force will be Bell UHID's. Col. Ballantyne also stated that this decision had been made some months ago and following this decision General Ovesi had come into his office one day with a picture of a Kaman and had stated that this was the helicopter that they had decided on and he didn't want it because the Iranian Air Force and Army had Kamans and they had had very bad operating experience with them. Their actual operating costs to date had run in the vicinity of \$1,500 per hour and their range was so little that they could travel no faster than a gasoline transport truck could accompany them. Col. Ballantyne explained to him that that was not what they decided on and got out a picture of a Huey and put it next to a picture of a Kaman and labeled them for General Ovesi's information. I should add at this point that General Ovesi is highly regarded and appears to be an excellent general, especially by Persian standards, but even the best of them have some curious gaps in their comprehension.



Page -5-

During my conference with General Ovesi we again discussed the Hueys and during the discussion he turned and pointed to a model of a Kaman which was on the shelf behind his desk, and said "that's the kind of helicopter we are going to buy." I told him "no, no General, that's a Kaman - you are going to buy a Bell." He said "oh yes that's right, isn't that a Bell?" I strongly recommend that you send a model of a Huey to John Bolton for presentation to General Ovesi. I think it would also be a good idea to present a model of the Huey to General Khatami and to General Ghandahari, who is the Commanding General of the Iranian Army Aviation Battalion. Things like having these models on their desks seem to be much more important to the Persians than they would be to their American equivalents. Also, perhaps it will help keep them straightened out.

Also, as I told you while I was in Iran I secured the release of Bill French's Cessna 180 and the log books that go with it, and Dr. Safavi informed me that the Persians now feel that they no longer have any case against Bill French. Bill is going to apply for a visa to see what results he can get along that line, and I feel that within a matter of nine months or so there is a possibility that he will be able to travel freely to and from Iran. He has, however, decided in view of the activity in the rest of the Middle-East that it would be more appropriate for him to maintain his headquarters in Beirut and he will be moving his family to Beirut sometime in the not too distant future. He will continue to maintain a resident representative in Iran, but we are currently in the process of looking for a man with the right qualifications to send there to replace Bolton. Bolton is thoroughly familiar with helicopters and is an experienced helicopter pilot as well as having some business experience but it would be better from our point of view not to have to maintain an expensive pilot there but rather to have someone who is familiar with the types of aircraft that we handle, and who may incidentally be a pilot, but not such an experienced one as the ones we usually hire, and whose background is more in business administration with perhaps a touch of diplomacy. As soon as we find the right man we will replace Bolton.

I am, of course, not in any position to guarantee you that the new proposal is going to work. In fact, I think all of our past experience indicates that the only way we will know whether something is working or not is when the orders start coming through.

Page -6-

I do not think it is quite accurate to say that Bill French has done nothing for you in this area since he has succeeded inspite of tremendous obstacles in keeping your Company's name in the forefront of discussion in all of the government agencies in Iran. Furthermore, the Iranian government has purchased no helicopters in recent years from anyone else. Besides, Bill has personally bought two G-5's and sold another one on your behalf in the last two years. Also, I understand that there is a good chance if everyone "holds their mouth right" selling 8 Hueys to Kuwait.

I am enclosing for your information a resume which was furnished to me by Dr. Safavi, which he is also giving the U. S. State Department in connection with his request that they endorse his efforts to become the next Prime Minister of Iran. I also was informed that Dr. Safavi has currently been nominated for a Nobel Prize, so this will give you some idea of the caliber of people with whom we are dealing in Iran. In the event I can provide further information or if you have any questions please do not hesitate to contact me.

Yours very truly,

  
C. Robert Bell, of  
MORRIS, LAING, EVANS & BROCK

CRB/cs

cc: William H. French

DR. HASSAN SAFAVI  
 114 Avenue Feridowsi  
TEHERAN IRAN

Dr. Hassan Safavi, Born in 1909 at Teheran, Iran. Dr. at Law and Economical Science, Licensed in Political, Commercial Science, and Criminology, and has held the following positions:

Attorney General, Ministry of Justice  
 Chief of Cabinet, Ministry of Finance  
 Director General Propaganda & Publications  
 1942 - 1945  
 Founder and Member of the High Council  
 of the first Seven Year Plan  
 Professor of Political Economy  
 in the High School of Finance  
 Member of the High Council of Legislation  
 Under Secretary, Minister of Economy  
 Managing Director, Iranian Insurance Co.  
 Member of the Board of Directors of Ports  
 and Navigation Organization of Iran  
 Vice President, High Council of Civil Aviation  
 Delegate of Iran to I.C.A.O.  
 Member of the International Astronautical Federation  
 Vice President, Institute of Space Law of I.A.F.  
 Managing Director of Persian Shipping Services  
 Managing Director of Iranian Lloyds

Dr. Safavi is also the Author of the following books:

The Economy of Iran and the Possibility of  
 its Development (French)  
 The Home Industry of Carpet In Iran  
 (Persian and French)  
 Declaration of Freedom, Its Progress  
 (Persian)  
 The Civil Aviation Law of Iran and Its  
 Regulations

## PERSIAN TAYAR CO.

10 AVENUE BAHAR/SHAHREZA  
TEHERAN IRAN

## CONTRACT

OUR / REP.

YOUR / REP.

TEHERAN

This agreement is between International Helicopter Consultants Inc., a Delaware Corporation which has the sole agency and representation for Bell Helicopter Corporation for Iran on, one part, and Sherkat Sahami Tayar Pars, a company formed and registered in Iran under Number 1170 on 4 Day 1345 (25 December 1966), according to the following articles.

ARTICLE I. By this agreement International Helicopter Consultants Inc. a Delaware Corporation designates Sherkat Sahami Tayar Pars its sole and exclusive agent in Iran for Selling, hiring, buying, maintaining and working with Bell Helicopters Corporation products, to do all other commercial business with said aircraft, and to sell, purchase, hire or repair and maintain motors and spare parts of said aircraft in Iran and to do any other business with them, and Sherkat Sahami Tayar Pars accepts this appointment.

ARTICLE II. Sherkat Sahami Tayar Pars also has the right to utilize the Bell Helicopter in Iran in any manner and for any purpose it chooses. Note attached all rights and powers mentioned in Article I and II given to Sherkat Sahami Tayar Pars regards all Iranian Government Institutions, Private Institutions or any other organizations or institutions established in Iran.

ARTICLE III. During the validity of this contract International Helicopter Consultants Inc. has no right to give its representation in Iran to any other physical or moral person or to make any activities mentioned in articles I and II during the validity of this contract without prior agreement with Sherkat Sahami Tayar Pars, Sherkat Sahami Tayar Pars, being hereby constituted as the sole and exclusive agent of the only authorized Bell dealer in Iran is hereby made responsible for insuring that all Iranian Government Agencies purchase all Bell products through Sherkat Sahami Tayar Pars or in the alternative that the Iranian Government pays Sherkat Sahami Tayar Pars fifteen (15) percent on all such products which it purchases in any other manner.

ARTICLE IV. For all transactions which Sherkat Sahami Tayar Pars conducts in Iran for Bell helicopters and their spare parts, it has the right to receive a commission of fifteen (15) percent from the purchaser and five (5) percent from International Helicopter Consultants Inc., or normal dealers commission, whichever is less.

CONTRACT  
Page 2

ARTICLE V Sherkat Sahami Tayar Pars accepts the responsibility to make a maximum effort to introduce, demonstrate and advertise Bell Helicopters in Iran, to develop a market for this type of aircraft to sell and to put into operation Bell helicopters, and also to sell motors and spare parts for this type aircraft. Sherkat Sahami Tayar Pars also accepts the responsibility to exploit any other commercial activities in Iran which can be done by Bell helicopters within the laws of Iran.

ARTICLE VI Sherkat Sahami Tayar Pars agrees to not make any transactions with any other type of aircraft which is in competition with Bell products during the validity of this contract.

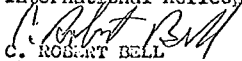
ARTICLE VII Sherkat Sahami Tayar Pars agrees not to charge more than twenty five (25) percent for the sale of any aircraft, motor or spare parts and if it does Bell has the right to sue them for damages caused by such a sale.

ARTICLE VIII International Helicopter Consultants Inc. shall accept the responsibility to answer all orders and prepare all orders which are submitted by Sherkat Sahami Tayar Pars for Bell Helicopters, its motors and spare parts in the shortest period possible by reasonable commercial standards, and, if it does not do so International Helicopter Consultants will pay the damages caused by non-execution of said agreement. It is agreed by both contracting parties that all transactions between Sherkat Sahami Tayar Pars and any other persons for the execution of the activities mentioned in articles 1 and 11 of this agreement should be approved in advance by International Helicopter Consultants Inc.

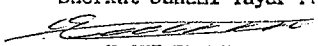
ARTICLE IX Any dispute between the contracting parties caused by misunderstanding or failure to execute the articles included in this agreement shall be submitted for arbitration in accordance with the laws and regulations of Iran. Each party can select one arbitrator who will provide his verdict two months from the date of his nomination. In case the parties of this agreement cannot agree on one personal arbitrator then both arbitrators shall select a third arbitrator after fifteen days. After acceptance of said arbitrator an agreement must be reached which is compatible to both parties. In case one of the parties abstains from designating an arbitrator or the arbitrators are in disagreement the case shall be submitted to the Iranian Courts.

Made this Fifth of Day 1545 ~~XXXX~~ ( 26 December 1966) in Iran

International Helicopter Consultants Inc.

  
C. ROBERT BELL

Sherkat Sahami Tayar Pars

  
TAGHI ESFAMI

DR. HASSAN SAFAVI  
 114 Avenue Feridowsi  
TEHERAN            IRAN

Dr. Hassan Safavi, Born in 1909 at Teheran, Iran. Dr. at Law and Economical Science, Licensed in Political, Commercial Science, and Criminology, and has held the following positions:

Attorney General, Ministry of Justice  
 Chief of Cabinet, Ministry of Finance  
 Director General Propaganda & Publications  
 1942 - 1945  
 Founder and Member of the High Council  
 of the first Seven Year Plan  
 Professor of Political Economy  
 in the High School of Finance  
 Member of the High Council of Legislation  
 Under Secretary, Minister of Economy  
 Managing Director, Iranian Insurance Co.  
 Member of the Board of Directors of Ports  
 and Navigation Organization of Iran  
 Vice President, High Council of Civil Aviation  
 Delegate of Iran to I.C.A.O.  
 Member of the International Astronautical Federation  
 Vice President, Institute of Space Law of I.A.F.  
 Managing Director of Persian Shipping Services  
 Managing Director of Iranian Lloyds

Dr. Safavi is also the Author of the following books:

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 The Home Industry of Carpet In Iran  
 (Persian and French)  
 Declaration of Freedom, Its Progress  
 (Persian)  
 The Civil Aviation Law of Iran and Its  
 Regulations

EX 103<sup>10</sup>PROVIDENCE **textron** RHODE ISLAND

February 15, 1978

BY HAND

Charles L. Marrinaccio, Esq.  
 Special Counsel  
 Committee on Banking, Housing and Urban Affairs  
 5300 Dirkson Building  
 Washington, D.C. 20510

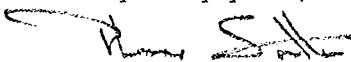
Dear Mr. Marrinaccio:

This will confirm that I have, as requested, distributed to present and former Textron directors the February 8, 1978 letter from Mr. McLean together with his series of questions. He will hear directly from the directors.

In reply to your earlier inquiry, since 1972 Bell Helicopter Textron business with the Government of Iran has been discussed from time to time with the Textron Board of Directors. It is my understanding that in the course of these discussions the Board was made generally aware of the 1973 settlement with Air Taxi. The settlement was not before the Board for action and it is not reflected in the minutes. As you are aware, the settlement payment to Air Taxi was discussed with a representative of Arthur Young & Company at the February 23-24, 1977 meeting of the Textron Audit Committee.

Mr. McLean advised that the next meeting of the Committee will be on February 22. Prior to that time we intend to submit a separate statement in support of the proprietary nature of certain of the documents submitted and testimony taken and to request confidential treatment by the Committee of the matters so noted.

Very truly yours,



Thomas D. Soutter

TDS:ek

Bell Helicopter **LEXTRON**

EX 10 E-1

Division of Textron Inc.  
Washington Office

Suite 300  
1666 K Street, N.W.  
Washington, D.C. 20006  
(202) 659-9191

February 15, 1978

BY HAND

Charles L. Marrinaccio, Esq.  
Special Counsel  
Committee on Banking, Housing and Urban Affairs  
5300 Dirkson Building  
Washington, D. C. 20510

Dear Mr. Marrinaccio:

In accord with your request, we have continued our examination of files and documents in response to Mr. McLean's letter of January 25, 1978 and the subpoena of January 31, 1978. As you know, the previous search, referred to in Mr. Soutter's letter of January 27, 1978 was essentially from 1968 forward, the year that Air Taxi was reappointed as Bell's representative in Iran. This time, we have examined all available files.<sup>1/</sup> We have included as falling within the scope of the search any documents of Bell Helicopter that may refer to William French, International Helicopter Consultants Inc. and that relate to any of the matters set forth in the subpoena. Copies of the additional documents discovered in the course of this search are attached hereto, including an October 4, 1970 Dun & Bradstreet report on Air Taxi, its management and ownership.

\* . . . \*

1/ Most files of documents prior to 1967 have been destroyed in the normal course.



Charles L. Marrinaccio, Esq.  
Washington, D. C.

February 15, 1978  
Page two

Yesterday we located a microfilm record of weekly reports to management prepared by Mr. Jose, Commercial Sales Manager, for the period 1966-70. Attached to this letter are copies of all of those reports that refer, in any manner, to Iran, General Khatemi, Air Taxi, Mr. Zangeneh, Mr. French, International Helicopter Consultants or Aviation Development Consultants.<sup>2/</sup>

There are no additional files in existence, of which we are aware, that might be searched in connection with this matter.

As to International Helicopter Consultants, Inc. (IHC), Bell's representative in Iran from March 5, 1964 to December 31, 1967, total commissions earned by IHC during this four year period amounted to \$7,913.26. Of this, only \$400 was paid directly to IHC; the remainder was credited to their account against the purchase of helicopter spare parts. No Bell business, correspondence, or communication in any form with, or Bell payments to the company known as SKP (SKERKAT SHAHAMI TAYAR PARS) is reflected in any of the files and documents reviewed in connection with the subpoena.

Other matters that the Committee has inquired of are:

1. 1973 Internal Audit of \$2.95 million payment to Air Taxi

As you know, this matter was reviewed by both the Internal Revenue Service and by the Defense Contract Audit Agency. There was therefore no reason to perform an internal audit on this matter and none was performed.

2. Costruzioni Aeronautiche Giovanni Agusta (Agusta)

Inquiry has been made regarding the possibility of helicopter sales by Agusta, as a Bell licensee, to countries against which there was some sort of embargo, trade sanction or other form of disapproval of sale by the United States Government at the time of sale. To the best of our knowledge and belief, there has been no such sale or delivery of Bell model helicopters. All license agreements between Bell and Agusta provide that

\* \* \* \* \*

2/ There are no references to Air Taxi, Mr. Zangeneh, Mr. Franch, International Helicopter Consultants or Aviation Development Consultants in the weekly reports; one reference is made to General Khatemi (report of November 27, 1967) in connection with the possible sale by Bell of 36 UH-1H helicopters, a proposed sale that did not materialize.

Charles L. Marrinaccio, Esq.  
Washington, D. C.

February 15, 1978  
Page three

the license shall take effect only after approval by the U. S. Department of State and that the license agreements are subject at all times to all rules, regulations, priorities, restrictions, allocations and requirements of the United States. The countries to which Agusta may consider sales of helicopters under the license agreements have been either approved by the Department of State or require prior approval by the Department of State on a case-by-case basis.

In this regard, mention has been made of the possible sale by Agusta of Bell model helicopters to Algeria. The quarterly reports, dating back to 1961, submitted by Agusta in connection with royalty payments under the licenses have been examined. These reports identify the purchasers of the helicopters and no sale of a Bell-licensed helicopter to Algeria is noted.

### 3. Uganda

Sales of Bell helicopters by Bell Helicopter Textron to the Government of Uganda (Uganda Police Air Wing) are as follows:

| <u>MODEL</u> | <u>1968</u> | <u>1969</u> | <u>1970</u> | <u>1971</u> | <u>1972</u> | <u>1973</u> | <u>1974</u> | <u>1975</u> | <u>1976</u> | <u>1977</u> |
|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 206          | 1           | N           | 1           | 2           | N           | N           | N           | N           | N           | N           |
| 205          | -           | O           | -           | 1           | O           | O           | O           | O           | O           | O           |
| 212          | -           | N           | -           | 4           | N           | N           | N           | N           | N           | N           |
|              |             | E           |             |             | E           | E           | E           | E           | E           | E           |

Following a relatively recent accident to one of Uganda's Model 212 helicopters, the BHT Regional Sales Manager was requested by the Government of Uganda to visit Kampala to discuss the procurement of a replacement helicopter, at which time a purchase agreement for a Model 214 helicopter was executed by Uganda.

Department of Commerce export administration regulations do not require the issuance of a specific validated export license in order to export a Model 214 transport helicopter, commercially certified, to the Uganda Police Air Wing. This sale and export to Uganda could have been made under the G-DEST category which is a blanket export license for Department of Commerce listed commodities and countries which include Uganda and the certified Model 214 helicopter. However, because of the sensitivity of the human rights issue, Bell did apply to the Department of Commerce for a specific validated export license. We were informed by letter from the Department of Commerce dated 10 November 1977, that the sale of this heli-

Charles L. Marrinaccio, Esq.  
Washington, D. C.

February 15, 1978  
Page four

copter under present conditions would be inconsistent with the United States' world-wide human rights commitment and that it would not be in the national interest to approve the application. Accordingly, Bell informed the Government of Uganda that the sale of the helicopter could not be made and prepayments were refunded. Concurrently with the application for export license for the Model 214, Bell had made application for an export license for a Model 212 helicopter to Uganda in anticipation of a possible sale. That application has also been withdrawn. There are no pending applications for export license by Bell for the sale of Bell helicopters to Uganda.

4. 1971 Sale of two Model 212's to Tropical Aircraft Sales (Nigeria) Ltd. for Ghana.

To date our investigation of this matter indicates the following: At the Paris Air Show (25 May - 7 June 1971) a representative of the Air Force of Ghana expressed an interest in the purchase of two Model 212 helicopters for VIP transportation. Bell relayed this information to Tropical Aircraft Sales (Nigeria) Ltd. (TAS), its manufacturer's representative for Ghana. About one month later, Bell received a Bell Standard Export Purchase Agreement, prepared by TAS, constituting an offer by Ghana for the purchase from Bell of two Model 212 helicopters, with spares and accessories, at a total price of \$1,967,594.20. This price was higher than the Bell list price for similar equipment, as it included charges for accessories that were considered standard equipment on the Model 212. Bell officers, accordingly, directed that the offer be refused.

Thereafter, at the request of TAS, a Bell Standard Export Purchase Agreement was prepared constituting an offer by TAS for the purchase of two Model 212 helicopters, with accessories and spares, at the Bell standard list price (\$1,667,608.96). This offer to purchase was not submitted to Bell officers for action and was accepted by Bell export salesmen. In connection with this sale, Bell received funds amounting to \$1,984,382.62 from the Republic of Ghana for the account of TAS. Bell thereupon deducted \$1,667,608.96 (Bell's standard list price for the two helicopters, accessories and spares) and \$6,774.56 (for spares air freight charges). At the direction of TAS, in whose account the funds were received by Bell, Bell deposited the remainder of the funds (\$310,000) by bank transfer to the account of Tropical Aircraft Sales, Miami, Florida.

Charles L. Marrinaccio, Esq.  
Washington, D. C.

February 15, 1978  
Page five

No officer of Bell was involved with or aware of the transactions involving the sale of these two Model 212 helicopters to TAS, and there is absolutely nothing to indicate that these transactions were known to Textron corporate management or to G. William Miller in particular.

While there is no indication of any unlawful act by Bell personnel in connection with the foregoing sale (or of their having personally profitted from such sale), the Bell procedures and controls in connection with the export sale of helicopters are currently being reexamined.

Very truly yours,



George Galerstein  
Chief Legal Counsel

GG/lc



(INTERNATIONAL)

|  |
|--|
| COMMERCIAL SALES DEPARTMENT  |
| REFERENCE NO. <u>F-89</u>  |
| ACTION: <u>Kling</u>   |
| JAN 18 1967  |
| INFO COPIES TO:<br><u>Chen</u> <u>Adams</u><br><u>Reger</u> <u>Shelley</u><br><u>St. John</u> <u>Adams</u><br><u>Smith</u> |

HELICOPTER CONSULTANTS INC

US CORPORATION COMPANY  
US REGISTERED OFFICE  
125 SOUTH STATE STREET  
DOVER, DELAWARE

14 January 1967

INTL OFFICE 1  
P. O. BOX 1702  
TEHRAN - IRAN  
CABLE: TICRESCO  
TEL. 828318

Mr James Feliton  
Export Area Manager  
Bell Helicopter Company  
PO Box 482  
Fort Worth, Texas

Cable: OLDISH-Beirut  
Mail: Office 73 Saroulla Bldg  
Hamra St, Beirut  
POB 1969

Dear Jim:

John Bolton just left Beirut last night after coming into tell me we have finally gotten the new company completed and registered, and with the new set up it should open many doors now that we have General Khatami as partner silently along with Dr Safavi the head of the legal department of civil aviation and others, we own 49% of the new company and it is 51% Iranian.

We are submitting a proposal for five or 10 G-5 for the Ministry of Agriculture. The Ministry of Agriculture wanted 20 Cessna Agwagons and John was to be in a meeting today. He is going to push it or try to push it to G-5, although they have no helicopter pilots period. We also are submitting a proposal whereby the Ministry would buy the G-5's, we will contract to operate them for the Ministry and also lease them from the Ministry for use in other countries in the off season. What is the delivery time now on G-5's? Please send me this back rightaway.

The new companies name is Skerkat Sahami Tayar Pars, and we intend to make them our agents under our franchise, or our dealer. This way we can control them if they ever start bleeding the company blind. John is now following along the NIOC helicopter sale, the Traffic Police, and Ministry of Agriculture. He will follow the consortium as well. We have also applied for 20,000 meters of land at Merhabad where the new maintenance set up will be built.

I believe jim sincerely that with this monopoly, we will be able to really do something we started to before, and slowly started to succeed. But in this set up we have all the blessings of everybody.

John also asked me to have you make up proforma invoices for (X) 47G3F and (2) G-5 with two tanks or equiped. This is for the Gendarmerie. As they are getting themselves into a corner on Cessna Skyhook spares, I wrote a letter last week to the Commanding General telling him that the Cessna helicopter spares are terminating, as well as the engines, and that the Gendarmerie should start planning another small helicopter. John told me they were pleased with the letter, and asked for quotations again. Can you please send these through as soon as possible. Also what is delivery now on the UH1D and 204B? Do you still have UH1D immediately available?

Sincerely yours, William H. Frier

PS: Please pay with letter, check, etc. Sincerely yours, William H. Frier

**Bell Helicopter** **TEXTRON**

**Bell Helicopter Textron**  
Division of Textron Inc.

Post Office Box 482  
Fort Worth, Texas 76101  
(817) 280-2011

27 January 1978

Mr. Kenneth A. McLean  
Staff Director  
Committee on Banking, Housing and Urban Affairs  
5300 Dirksen Building  
Washington, D.C.

Dear Mr. McLean:

In reply to your letter of January 25, and responding in the order of your stated requests, please be advised as follows:

1. Agreements with Air Taxi historically date from the initial Foreign Sales Representative Agreement of August 27, 1959. That Agreement was superceded by the Agreement of April 1, 1968, which was in turn superceded by the Agreement of June 15, 1970. The 1970 Agreement was amended successively in April 1972, October 1972 and June 1973. Air Taxi has remained as Bell Helicopter's representative for commercial sales in Iran under the 1970 Agreement, as amended. Copies of these Agreements, some of which were previously submitted to your staff, are enclosed.

2. Bell Helicopter Textron's sales, and those of its affiliated subsidiaries, to the Government of Iran, on an annual basis, are detailed in an attachment to this letter. As your staff was previously advised, orders to the Government of Iran have been either on an FMS basis or on a direct basis between Bell Helicopter Textron or its subsidiaries and the Government of Iran. The settlement fee of \$2.95 million was paid directly to Mr. A. H. Zanganeh, Managing Director, of Air Taxi in three annual installments in accordance with the June 1973 Amendment referred to previously. No other fees, commissions or other similar payments have been paid or are payable in respect of Bell Helicopter Textron's business with the Government of Iran.

3. Documentation leading to the termination of Air Taxi has been described and submitted as stated. In addition, there are enclosed (a) copies of Bell's letters of May 9 and September 7, 1973 to the U.S. Army Aviation Systems Command advising that Command of the contractual arrangements between Bell and Air Taxi; (b) receipts for the payment of the settlement fee signed by Mr. Zanganeh on behalf of Air Taxi; and (c) cancelled checks evidencing those payments.

4. A review of files pertaining to the Iranian sales effort of Bell and Air Taxi indicates that General Khatami, as Commander in Chief of the Iranian Air Force, together with other Iranian military leaders, was kept generally apprised of the development of Bell's Iranian programs and that he personally flew the two Bell model helicopters being demonstrated for sale to the Government of Iran. The degree of General Khatami's awareness of Bell's programs, as recorded in these files, seems consistent with his role as head of the Iranian Air Force, but please recall that Bell's primary and successful sales effort was made to the head of the Iranian Military Industrial Organization for helicopters destined for the Iranian Army not its Air Force. A copy of these files is enclosed and references to General Khatami are marked. No indication of any ownership interest of General Khatami in Air Taxi has been discovered, and Bell Helicopter Textron remains unaware of any such interest. The ownership of Air Taxi was, in fact, documented to be in others as described below.

5. In dealing directly with Mr. Zanganeh, Bell asked for and received evidence of his authority to act for Air Taxi. This authority took the form of resolutions signed by Messrs. Zanganeh, Chafik and Eshoo as members of Air Taxi's Board of Directors "and shareholders of 100% of its shares". They in turn presented themselves before the Vice Consul of the U.S. Embassy in Tehran for the purpose of acknowledging their action. A copy of the resolutions, legalized before the Vice Consul, is attached. Also attached are copies of a telegram (16 June 1976) and a letter (May 23, 1977) advising of certain management changes. To the best of Bell's knowledge Messrs. Zanganeh, Chafik and Eshoo were the only shareholders of Air Taxi and none was known to Bell to be an official of the Iranian Government.

6. The documents relating to the use of Air Taxi and the role of Mr. Zanganeh as its Managing Director have been described above. Please note again that the ultimate customer for the helicopters was the Iranian Army and not the Iranian Air Force as stated in your letter.

7. The document showing the noninclusion of the \$2.9 million payment to Air Taxi as reimbursable costs under military sales procurement regulations is the memorandum of July 30, 1973 by E. L. Farmer, Bell's Vice-President Finance, directing that this amount shall be handled under "Other Sales Expense" "and will not be charged to the Foreign Selling Expense pool, since it is not allocable to FMS sales."

8. Textron has not availed itself of the SEC's voluntary disclosure program and the facts under discussion, revealing no illegal or improper conduct, have not warranted such participation. The settlement fee paid to Air Taxi was included in the aggregate amounts deducted as business expense

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in Textron's Federal income tax returns in the year in which the installments were paid. In June 1977 the IRS requested of Bell information in support of the deductibility. That information was reviewed with the IRS agent. A copy of the IRS agent's request for information and of his notes of that meeting is enclosed.

Together with our previous submissions on the subject of Bell Helicopter Textron's transactions with the Government of Iran, you are in possession of the documents relating to Bell's contractual relationship with Air Taxi Company and to the termination of that representation insofar as it related to Bell's transactions with the Government of Iran. To the best of our knowledge and belief, it was the negotiated settlement of a legitimate business relationship; the settlement fee payments were fully recorded on the books of the company; and the settlement fee payments were not charged to the Government of Iran, FMS or other government contracts.

I believe the documentation enclosed is complete. Bell, however, is continuing its file search in some respects and if additional documents become available, they will be furnished promptly. Please call if I can be of further assistance.

Sincerely,



Thomas D. Soutter  
Vice President and General Counsel  
Textron Inc.

Enclosures

TDS:jl



|                              |   |
|------------------------------|---|
| Name                         | AIR TAXI COMPANY  |
| Address                      | Mehrabad Airport, Teheran / Iran  |
| Cables                       | AIRTAXI Teheran / Iran  |
| Telephone                    | 661967, 668992, 40257   |
| Telex                        | Teheran 2575 (Answer back 2575 A TAXI TN)   |
| Established                  | May 5 1958  |
| Capital                      | Rials 50,000,000  |
| Chairman & Managing Director | A.H. Zanganeh   |
| Director                     | A. Chafik   |
| Equipment                    | Self-supporting force for maintenance and operation of existing fleet of 40 aircraft.   |
| Number of employees          | Approximately 300   |
| Number of Pilots             | 26  |
| Branches                     | Abadan Airport, Abadan, South Iran<br>Gonbad, North Iran  |
| Activities                   | Non-scheduled passenger & cargo charters in Iran and neighbouring countries<br>Photographic Survey & Agricultural Operations<br>Light aircraft maintenance services<br>Air Taxi Co. also has Contracts with the different important Government Organizations mainly for maintenance and operation of aircraft belonging to - His Imperial Majesty, The Royal Family, The Prime Ministry and other high ranking Iranian Officials. |
| Distributors in Iran         | 1. Bell Helicopter Co.<br>2. Avco Lycoming<br>3. Aero Commander<br>4. King Radio<br>5. Sunair Electronics Inc.  |
| Operational Cost             | Equivalent of U.S. \$2,200,000 per annum (excluding imported parts, components etc.)  |
| Bankers                      | Local Banks -<br>Bank Etebarat Iran, Teheran.<br>Bank Saderat Iran, Teheran.<br><br>Foreign Banks -<br>Union Bank of Switzerland, Zurich.<br>First National Bank & Trust Co. Oklahoma City.   |

*also T-41*

*Rides 713 x 4  
Sent 2-14-62*

**BELL** *Helicopter* CORPORATION



Manufacturer — Foreign Sales  
Representative Agreement

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# BELL *Helicopter* CORPORATION

OFFICE AND FACTORY  
FORT WORTH, TEXAS

POST OFFICE BOX 482 • FORT WORTH, TEXAS

## MANUFACTURER - FOREIGN SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of August, 1959, by and between BELL HELICOPTER CORPORATION, a Delaware Corporation, (hereinafter called the "Manufacturer"), of P. O. Box 482, Fort Worth, Texas and Air Taxi Company

500 Ferdowsi Ave.  
Tehran, Iran

(hereinafter called the "Sales Representative"), wherein it is mutually agreed as follows:

1. The Manufacturer hereby appoints the Sales Representative as a Sales Representative for articles specified in paragraph 2 for it in IRAN upon the following terms and conditions:

2. The Sales Representative shall use his best efforts to further the sale of BELL HELICOPTERS and helicopter accessories and parts (hereinafter sometimes referred to as "Manufacturer's products"), made by Manufacturer for sale through Sales Representatives.

3. All such sales shall be made in accordance with the terms and conditions of BELL'S Standard Export Purchase Agreement at Manufacturer's export list prices then in effect, and shall be subject to acceptance by the Manufacturer.

4. To enable Manufacturer to appraise the sales efforts of the Sales Representative, the Sales Representative shall notify the Manufacturer promptly in writing as to the name and address of each prospective customer contacted by him, and shall make written reports not less than once a month setting forth in detail the sales efforts made with respect to each prospect and the status of such efforts, the probable number of helicopters involved, and the approximate timing as to when an order might be expected.

5. The Sales Representative shall be compensated on purchases made during the term of this agreement on the following basis:

(a) On purchases by the Sales Representative from the Manufacturer, the Sales Representative shall be allowed a discount of 10% from the export list price f.a.f. of complete standard helicopters and a discount of 15% from the export list price of accessories and parts.

(b) On purchases by customers in the territory above referred to, who purchase as the result of the efforts of the Sales Representative as shown by the reports received by the Manufacturer from the Sales Representative prior to the purchase, the Manufacturer will pay the Sales Representative a commission of 10% on the sale price f.a.f. of complete standard helicopters and a commission of 15% on the sale price of helicopter accessories and parts; such commission to become due and payable upon full payment and delivery of the articles purchased. Subsequent purchases of Manufacturer's helicopters by a purchaser shall entitle the Sales Representative to the above stated commission only when the Manufacturer, in its sole discretion, is satisfied that such subsequent purchase is the result of further sales efforts as set forth above. Subsequent purchases of accessories and parts by a purchaser shall not entitle the Sales Representative to any commission unless the order is placed through the Sales Representative and not direct with the factory.

6. (a) The Manufacturer may from time to time without notice make such changes in its export list prices as it may find desirable.

(b) The Manufacturer reserves the right to discontinue the manufacture or to make changes in design, specifications, equipment or method of construction of its products or any part thereof, without incurring any obligation to install same on helicopters previously sold by it, and no such change shall constitute grounds for refusal to accept delivery by the Sales Representative nor constitute a variation from his order as placed.

(c) This agreement shall not restrict the right of the Manufacturer to negotiate for and make sales of its products within the above-mentioned territory, and the Manufacturer shall have the right to exclude particular prospective customers from this agreement upon notice to the Sales Representatives.

(d) In order to avoid the use, in connection with Manufacturer's products, of parts and accessories which may interfere with the operation, safety or appearance thereof, and in order to maintain the standard of excellence set by the Manufacturer for its products, the Sales Representative hereby agrees, to the extent only that it may be lawful for the parties hereto to contract, to use only parts manufactured or approved by the Manufacturer, in making repairs or doing other service work on Manufacturer's products, and further agrees to the extent only that it may be lawful for the parties hereto to contract, that he will not purchase for resale for Manufacturer's products any part or accessory which has not the written approval of the Manufacturer.

(e) The Sales Representative agrees that he will not purchase, sell, maintain, operate or repair helicopters, accessories or parts other than those manufactured by Manufacturer without its written permission.

(f) Neither the Representative nor any of his officers, agents, salesmen, or employees shall have the right or authority for or on behalf of the Manufacturer to make any proposals, promises, warranties, guarantees, or representations with respect to the Manufacturer's products. Nor shall they, or any of them, have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the Manufacturer, or to enter into contracts in the name of the Manufacturer, or to make any promise or representation with respect to any matter in the name or on behalf of the Manufacturer, or to bind the Manufacturer in any respect whatsoever.

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(g) The Sales Representative shall not transfer or assign in any manner whatsoever this agreement or any part of it, nor any of the rights or benefits accruing under it without the written consent of the Manufacturer.

(h) The Sales Representative agrees that the decision of the Manufacturer as to any claim, dispute or controversy between himself and any other Sales Representative of Manufacturer or as to the Sales Representative's right to discounts or commissions shall be conclusive and binding.

(i) This agreement is made and executed at Fort Worth, Texas, and is to be governed by and construed according to the laws of the State of Texas, provided, however, that any provisions herein which may in any wise contravene the laws of any country, state or jurisdiction, shall not be a part of this agreement, if executed by any Sales Representative who is to deal in the products of the Manufacturer in any such country, state or jurisdiction.

(j) The Sales Representative agrees not to use the Manufacturer's registered trade-marks or names, or anything closely resembling same, as part of the corporate or business name of the Sales Representative in any manner which the Manufacturer considers misleading, detrimental or objectionable.

(k) Upon termination of this agreement, the Sales Representative shall discontinue the use of all signs, placards and stationery likely to lead to misunderstanding or uncertainty on the part of potential purchasers of Manufacturer's products.

(l) The Sales Representative acknowledges the validity of Manufacturer's patents, copyrights and trade-marks and agrees not to infringe or assist others in the infringement of such rights and agrees to cooperate fully with Manufacturer in the protection thereof. The Sales Representative further agrees to disclose to Manufacturer any inventions or improvements for use on or in connection with its products which may be made by the Sales Representative, his employees, or representatives and hereby gives Manufacturer the option to purchase for a reasonable sum, rights to any such inventions or improvements within six months from the date Manufacturer receives such disclosure thereof.

7. This agreement shall become effective on the date thereof and shall continue for a period of one year from said date except when terminated by either:

(a) Written notice of termination delivered personally or mailed to the other party, by registered or ordinary mail, to be effective sixty (60) days after the date of personal delivery or mailing of such notice, except in instances in which the notice specifies an effective date, in which event termination shall be effected on such specified date or on the date of expiration of the sixty (60) day period following the date of personal delivery or mailing of such notice, whichever is later, or

(b) After expiration of this agreement or after notice of termination under subdivision (a) of this paragraph, the Sales Representative shall continue his rights and duties as Sales Representative to the extent only of purchase agreements of the Sales Representative and of customers who purchase as a result of the efforts of such Sales Representative accepted by the Manufacturer and supported by satisfactory irrevocable letters of credit for the full purchase price received by the Manufacturer in the United States prior to the expiration date of the agreement or of such notice of termination. The Manufacturer shall, at its option, have the right to cancel any and all orders for products placed by the Sales Representative or customers procured by the Sales Representative and not delivered by the Manufacturer prior to the expiration of the agreement or of such notice except as above provided and except orders covering products the resale of which has been contracted for by the Sales Representative. Nothing contained in this agreement shall be deemed to prevent the Manufacturer, after the service of such notice and before the expiration thereof, from negotiating and contracting for the appointment of a new Sales Representative for the same territory or a part thereof, such appointment to become effective not earlier than such expiration date. Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination whether such damages may arise from manufacture of helicopters or parts, failure to fill orders hereunder, or from the loss of present or prospective profits on sales or expenses incurred in connection therewith, or expenses or investments made or incurred in connection with the establishment, development or maintenance of the Sales Representative's business, or from any other cause, claim or consideration whatsoever. In the event of such termination or the expiration of this agreement, the Manufacturer shall for thirty (30) days thereafter have the first right or option to purchase any and all Bell helicopters and parts which the Sales Representative may own or have an interest in on the date of such termination or expiration at the Manufacturer's invoice price at the time of purchase (net of discounts, allowance or adjustments) to the Sales Representative, plus freight.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

AIR TAXI COMPANY  
SALES REPRESENTATIVE

BELL HELICOPTER CORPORATION

BY Frederick Estroff BY \_\_\_\_\_  
(TITLE) (TITLE)

[Signature]  
D.M. Parker (TITLE)

\_\_\_\_\_  
(WITNESS)

\_\_\_\_\_  
(WITNESS)

02-15 FW REV. 457

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BELL *Helicopter* CORPORATION

Fort Worth 1, Texas

RIDER NUMBER ONE to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER CORPORATION and Air Taxi Company, Tehran, Iran, the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement, and the parties agree that all discounts allowable to the Manufacturer-Foreign Sales Representative by the Manufacturer under the terms of such agreement shall be the fixed sum of Six Thousand (\$6,000.00) Dollars per helicopter when such helicopter is of the Model 47J configuration, and sold pursuant to the Bell price change notice effective September 1, 1957.

This Rider is effective the 27th day of August, 1959.

|  |                                    |
|--|------------------------------------|
| <u>AIR TAXI COMPANY</u>                | <u>BELL HELICOPTER CORPORATION</u> |
| By <u><i>Frederick Eshoo</i></u>       | By <u><i>E. J. Lucquet</i></u>     |
| Title <u>Member Board of Direction</u> | Title <u>Vice President</u>        |
| Witness _____                          | Witness <u><i>J. N. Parks</i></u>  |

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BELL HELICOPTER COMPANY

RIDER NUMBER: TWO to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran dated the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement and the parties agree as follows:

1. Since Bell Helicopter Corporation has assigned and sold all its business including its rights in the aforesaid Sales Representative Agreement to Bell Helicopter Company, Division of Bell Aerospace Corporation, wherein the agreement now reads Bell Helicopter Corporation or "Manufacturer," it shall hereafter be deemed to mean Bell Helicopter Company.
2. The Sales Representative Agreement shall be continued for an additional period terminating December 31, 1961.
3. All other terms and conditions of said agreement shall remain in full force and effect.

This Rider is effective the 4th day of November, 1960.

AIR TAXI COMPANY

By Fredrick Esboo

Title Asst. Officer

Witness \_\_\_\_\_

BELL HELICOPTER COMPANY  
Division of  
Bell Aerospace Corporation

By J. Frasier

Title \_\_\_\_\_

Witness \_\_\_\_\_

XERO COPY

XERO COPY

RIDER NUMBER THREE to Manufacturer-Foreign Sales Representative  
 Agreement between BELL HELICOPTER COMPANY, a Division of Bell  
 Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran  
 \_\_\_\_\_ the 27th day of August, 19 59.

This Rider Agreement is hereby incorporated in the aforesaid Sales  
 Representative Agreement, and the parties agree that all discounts  
 allowable to the Manufacturer-Foreign Sales Representative by the  
 Manufacturer under the terms of such agreement shall be the fixed sum  
 of Six Thousand Five Hundred (\$6,500.00) Dollars per helicopter when  
 such helicopter is of the Model 47J configuration, and sold pursuant  
 to the Bell price change notice effective May 1, 1961.

AIR TAXI COMPANY

BELL HELICOPTER COMPANY  
 Division of  
 Bell Aerospace Corporation

By A. H. [Signature]  
 Title Managing Director

By [Signature]  
 Title Vice President-Contracts

Witness \_\_\_\_\_

Witness \_\_\_\_\_



BELL HELICOPTER COMPANY

Rider Number FOUR to Manufacturer-Foreign Sales Representative  
 Agreement between BELL HELICOPTER COMPANY, a division of Bell Aerospace  
 Corporation, and AIR TAXI COMPANY, Teheran, Iran  
dated August 27 19 59.

This Rider Agreement is hereby incorporated in the aforesaid Sales-  
 Representative Agreement, and the parties agree that the Agreement is  
 to be continued for an additional period of one year, said additional  
 year commencing on January 1 1962. All other terms and  
 conditions of said Agreement shall remain in full effect and validity  
 for this additional term.

This Rider is effective the 1st day of January 1962.

AIR TAXI COMPANY

By A. H. Langnick  
 Title Managing Director

Witness \_\_\_\_\_

BELL HELICOPTER COMPANY  
 a division of  
 Bell Aerospace Corporation

By Hans Wickluff  
 Title Vice President-Contracts

Witness \_\_\_\_\_

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COPYXERO  
COPYXERO  
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RIDER NUMBER 2100 to Manufacturer Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, a Division of Bell Aerospace Corporation, and ~~AIR TAXI COMPANY, Tehran, Iran~~ the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement, and the parties agree that all discounts allowable to the Manufacturer-Foreign Sales Representative by the Manufacturer under the terms of such agreement shall be the fixed sum of Seven Thousand (\$7,000.00) Dollars per helicopter when such helicopter is of the Model 47J configuration, and sold pursuant to the Bell price change notice effective January 1, 1963.

|                                |  |
|--------------------------------|--|
| <del>AIR TAXI COMPANY</del>    | BELL HELICOPTER COMPANY<br>Division of<br>Bell Aerospace Corporation |
| By <u>[Signature]</u>          | By <u>[Signature]</u>  |
| Title <u>MANAGING DIRECTOR</u> | Title <u>Authorized Representative</u>                               |
| Witness <u>[Signature]</u>     | Witness <u>[Signature]</u>   |

RIDER NUMBER SIX to Manufacturer Foreign Sales Representative  
 Agreement between BELL HELICOPTER COMPANY, a division of Bell  
 Aerospace Corporation, and AIR TAXI COMPANY, Teheran, Iran,  
 dated August 27, 19 59.

This Rider Agreement is hereby incorporated in the aforesaid Sales  
 Representative Agreement, and the parties agree that the Agreement  
 is to be continued for an additional period of one year, said  
 additional year commencing on January 1, 19 63. All  
 other terms and conditions of said Agreement shall remain in full  
 effect and validity for this additional term.

This Rider is effective the 1st day of January 19 63.

|   |  |
|---|--|
| <p><u>AIR TAXI COMPANY</u></p> <p>By <u><i>[Signature]</i></u></p> <p>Title <u>MANAGING DIRECTOR</u></p> <p>Witness <u><i>[Signature]</i></u></p> | <p>BELL HELICOPTER COMPANY<br/>         Division of<br/>         Bell Aerospace Corporation</p> <p>By <u><i>[Signature]</i></u></p> <p>Title <u>Authorized Representative</u></p> <p>Witness <u><i>[Signature]</i></u></p> |
|---|--|

RIDER NUMBER SEVEN to Manufacturer-Foreign Sales Representative Agreement between BELL HELICOPTER COMPANY, a Division of Bell Aerospace Corporation, and AIR TAXI COMPANY, Tehran, Iran dated the 27th day of August, 1959.

This Rider Agreement is hereby incorporated in the aforesaid Sales Representative Agreement and the parties agree that all commissions allowable to the Sales Representative by the Manufacturer under the terms of such Agreement, when such helicopter is of the Model 204 configuration, and sold pursuant to the then current Bell Model 204 commercial price list, shall be follows:

- (a) \_\_\_\_\_
- (b) Ten per cent (10%) on each part, component or accessory sold separately and manufactured by Manufacturer.

The above commissions on helicopters shall apply to sales of four (4) or less ships. If the sale is for more than four (4) ships, Manufacturer and Sales Representative agree to negotiate special commissions applicable to such sale.

Sales Representative acknowledges and agrees that Manufacturer has no obligations whatsoever to pay commissions to Sales Representative on any sale which results from:

- (1) An order placed by a foreign government through the United States Government, or
- (2) An order placed by the United States Government for delivery to a foreign government pursuant to the Foreign Assistance Act or other similar United States Government programs.

This Rider Agreement shall be and is effective on and as of the 21st day of June, 19 63.

|                                |  |
|--------------------------------|--|
| <u>AIR TAXI COMPANY</u>        | <u>BELL HELICOPTER COMPANY</u><br>Division of Bell Aerospace Corporation |
| By <u>[Signature]</u>          | By <u>[Signature]</u>  |
| Title <u>MANAGING DIRECTOR</u> | Title <u>Authorized Representative</u>                                   |
| (Witness) <u>[Signature]</u>   | (Witness) <u>W. D. Parker</u><br><u>SMAC 64-68</u>                       |

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## AIR TAXI CO.

Mehrabad Airport  
TEHRAN  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date: 28th November, 1967.

No. 465/21587

Yr. Ref.:



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن } ۶۸۹۹۲  
۶۱۱۹۶۷ }

تلگرافی: تهران ارتاکسی

تاریخ

شماره

Ball

Mr. J.H. (Bud) Orpen,  
Export Sales Manager,  
Bell Helicopter Company,  
Butler 2-7111,  
P.O. Box 482,  
Fort Worth,  
Texas 76101,  
U.S.A.

Dear Mr. Orpen,

Following our very interesting discussion during your short but pleasant visit to Tehran, I have contacted the Imperial Iranian Army Aviation Authority in order to obtain their insignia and the colour of their aircraft. Unfortunately they do not have any special insignia available which I can forward to you. I have however, made use of the IIAA insignia which is used on their documents and hope it will give you some idea of how it should be. Enclosed is a sample of their insignia. I would however advise you that the wings should be in white on a background of dark olive green which is the usual Army colour. The Iranian flag, as you can see, is in the centre with Iranian IIAA letters below.

I have given a great deal of thought to the subject of our discussion and feel that in the event I am appointed as your representative in Iran, it would be a good idea to employ a qualified Helicopter engineer on your recommendation and from your organization, for a period of one to two years to advise our Iranian staff on the special problems involved in the Helicopter sales and after sales services. All expenses incurred would be paid by myself. In this way we will be able to please our customers and give the best possible service.

contd/...

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 28th November, 1967.No. 465/21587

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن ۶۸۹۹۲ }  
۶۱۱۹۶۷ }

تلفگراف: تهران ارتاکسی

تاریخ .....


شماره .....

Mr. J.H. (Bud) Orpen.....

If I can be of further service please do not  
hesitate to ask.

Looking forward to seeing you in the near future  
and hoping to hear from you.

Yours sincerely,  
AIR TAXI COMPANY

  
A.H. Zanganeh  
Managing Director

Encl:



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

In reply refer to:  
03:JHO:tm:4594

13 December 1967

Air Taxi Co.  
Mehrabad Airport  
Teheran, Iran

Attention: Mr. A. H. Zanganeh  
Managing Director

*Bell*

Dear Jose:

Your letter of 28 November enclosing insignia design of the Iranian Army was much appreciated.

Your comments on suggested action in event of appointment as Bell Representative are noted. We expect to make a final decision regarding representation for Iran in the next week, and will advise you of that decision.

I enjoyed our meeting and appreciate the guided tour of your excellent facilities.

Best personal regards and holiday greetings.

Sincerely,

BELL HELICOPTER COMPANY

J. H. Orpen  
Export Sales Manager

**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

03:JHO:lg-7449

16 February 1968

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Jose:

Bell has taken the necessary action to cancel its representation for the country of Iran.

We would like to discuss with you the possibility that the firm of Air Taxi Company represent Bell for the sale of its helicopter products in Iran, based on the favorable recommendations we have received.

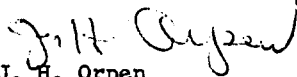
Would you please indicate whether your company would have such an interest, together with any special steps or circumstances that might pertain to this subject.

Upon receipt of your communication, we will be able to proceed with further necessary action.

Best regards.

Sincerely,

BELL HELICOPTER COMPANY

  
J. H. Orpen  
Export Sales Manager

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

Tel. 68992

611967

Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲ } تلفن

۶۱۱۹۶۷ }

تلگراف: تهران ارتاکسی

Date .....

No. .... 27th February, 1968

Yr. Ref. ....

تاریخ .....

شماره .....

CABLE

IT

BELL HELICOPTER - P O BOX 482 - FORTHWORTH - TEXAS - USA

ATTN ORPEN EXPORT SALES MANAGER

MANY THANKS YOUR LETTER 16TH FEBRUARY STOP OFFER ACCEPTEDBUT HAVE IMPORTANT INFORMATION NECESSITATING DISCUSSION

STOP DEPARTING TEHRAN MARCH 6TH FOR EUROPE REQUEST YOU

CABLE SUGGESTION RE POSSIBLE MEETING REGARDS

ZANQANEH AIRTAXI



429

FT0452  
GMC861 FORT WORTH TX 21 27 432+ CST

*Handwritten:* 28-2  
~~AA~~ 0940  
28 FEB 1966

LT  
AIR TAXI TEHERAN

ZANGANEH ADVISE POSSIBILITY YOUR COMING HERE FROM EUROPE FOR  
VISIT WHICH WOULD BE DESIRABLE MANY STANDPOINTS  
ORPEN BELLCRAFT

## AIR TAXI

MEHRABAD

## INTERNAL MEMO

یادداشت داخلی

ارتاکسی  
مهرآباد/st  
Date March 1968.

تاریخ.....

From A.H. Zanganeh, Managing Director.

گوینده

To

گیرنده

Request

مورد درخواست

The continuous visits of Agusta Brothers to Teheran and also the meeting of Prince Emanuel with the highest authority as well as rumours regarding the sale of a large number of helicopters in Iran, was reported to Mr. Orpen by long distance telephone in Fort Worth. Because of the confidential nature of the reports, it was agreed that communication with Bell Helicopter Co. be made either through telephone or to Bell's representative in Teheran or by my visit to Fort Worth.

امضاء  
Action Taken

Sgd.....

اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

**INTERNAL MEMO**

ارتاکسی

MEHRABAD  
Tel. 68992  
611967

یادداشت داخلی  
تاریخ (۱۳۰۱/۲۶) March 1, 68

مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوبینده آرتاکسی

To

گیرنده

Request

ماینهاریت سرخ برادران Agusta به ایران

مودر درخواست

درخواستار Prince Amanuel با مقامات صلوات  
و مقامات مربوط به فرودگاه رندلی هلیکوپتر برادران توسط مکان  
Agusta تقاضای اطلاع آژانس در Forth Worth  
را سئوده است و مورد گردید بسبب اهمیت مطالب و درخواست بودی این گونه  
گزارشات فقط تقاضای یا با خریدن نمایندگی Bell به ایران و مقامات  
خدمت در Forth Worth صورت بگیرد.

امضاء  
Action Taken

Sgd  
اقدام انجام شده

امضاء

Sgd

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

68992  
Tel. 611967

Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلفاتی : تهران ارتاکسی

Date .....

No. .... 2nd March, 1968

Yr. Ref. ....

..... تاریخ

..... شماره

C A B L E

LT

BELL-HELICOPTER - P O BOX 482 - FORTHWORTH - TEXAS - USA

ATIN ORPEN REYRCAB AM ARRANGING MEETING WITH VITALLY

IMPORTANT CONTACT HERE WITHIN 15 DAYS AFFECTING YOUR SALES

PROJECT STOP SUBSEQUENT THIS MEETING WILL SCHEDULE VISIT

TEXAS REGARDS

ZANGANEH AIRTAXI

AIT  
1169 LGV070 GR05  
IRTN HL GBLG 030  
LONDONLG 30 27 1040

570

Bells over

1880  
27/3

LT  
AIRTAXI MEHRABAD AIRPORT TEHERAN

27 MAR 1968

ZANGAREH ARRIVING PANAM FLIGHT 114 31 MARCH DISCUSSIONS  
GENERAL JABLUNSKY AND ALSO AIRTAXI STOP PLEASE RESERVE  
HILTON HOTEL SINGLE ROOM THREE NIGHTS  
GEORGE CLING BELLCRAFT

CUL 114 31



## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made **1 April**, 19 **68**, between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

**Air Taxi Company** of **Mehrabad Airport**  
**Tehran, Iran**

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in **Iran**

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

- (a) To use his best efforts —
  - (1) To promote the reputation and the sale of the Listed Products in the Territory.
  - (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
  - (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.
- (b) To furnish necessary technical advice and product support to customers including:
  - (1) Advise customers relative to technical specifications and available configurations of Listed Products.
  - (2) Assist in and/or conduct demonstrations of Listed Products.
  - (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
  - (4) Serve in a liaison capacity between the customers and Bell.
  - (5) Assist the customer in spare parts support for the Listed Products.

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product, and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

## 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority —

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

## 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:



(1) Death or incapacity of the Representative.

(2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.

(3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

7. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AIR TAXI COMPANY

BELL HELICOPTER COMPANY

Representative

Division of Bell Aerospace Corporation

By

By

A. H. ZANGANEH  
MANUFACTURING DIRECTOR

AUTHORIZED REPRESENTATIVE

(Title)

(Title)

Witness

Witness

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسمی

مهرآباد

Date April 11 1968.

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوینده

To

گیرنده

Request

مورد درخواست

During repeated meetings with General Khatami and General Toufanian as well as other interested authorities concerning the Agusta contract, we did our best to persuade the Government to conclude the contract with Bell Helicopter Co. rather than Agusta. In the meantime, a meeting was also held with General Jablonsky, Chief of U.S. Maag in Iran, in order to obtain more information and draw their attention to support Bell Helicopter Co. The above was immediately communicated by long distance telephone to Mr. Orpen in Fort Worth.

امضاء

Action Taken

Sgd.....

اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

MEHRABAD  
Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی  
Date April 11, 68 = ۲۲/۱/۴۷ تاریخ

ارتاکسی

مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

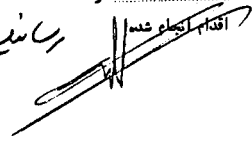
To

Request

طی ملاقات یادداشت‌ها با مسمی، خامه و سوسر ملونان  
و سایر مقامات ذیربط راجع به قرارداد *Agusta*  
وسه کاسهبر آوردیم هر دولت اطلاعات بهر استقا درآورداد  
با *Agusta* با کما فی *Bell* قرارداد امضا نماید -  
نخستین ملاقات نیز با جنرال جابلانکی *Gen. Jablonsky*  
رئیس هیئت مستشاران آمریکا در امریکه منظور کتب اطلاعات  
بیترو همین جلب توجه نامبرده به یقین از کما فی *Bell*  
لنبر آید و جریان تلفات با اطلاع آقای *Fort Worth Orpen*

کوبنده  
گیرنده  
مورد درخواست

امضاء  
Action Taken

Sgd  
اقدام انجام شده  


امضاء

Sgd.....

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date April 19 1968.

تاریخ

From A.H. Zanganeh, Managing Director.

کویته

To

گیرنده

Request

مورد درخواست

Meetings were held with Prince Shahriar Chafik (nephew of His Imperial Majesty) and son of Mr. A. Chafik (Partner of Air Taxi Co.), and Commander Ardalan regarding the Imperial Iranian Navy's requirements for any kind of logistic support by Air Taxi Co. - evidently the IIN is studying the purchase of six helicopters with flotation kits. Among the bidders are Kaman and Westland. We offered them Bell's model Huey 205 - they requested us to submit a comparison chart to them.

امضاء

Action Taken

Sgd

اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date.....

تاریخ: ۲۷/۱/۶۸ = April 19, 68

From

کوینده زرگنه

To

گیرنده

request

تاسر و ملاقات نام خدا لودلان و والاکر سوزار سفین

مورد درخواست

راجع به جناب ۱۱۸ - لوزار الطبع سوزار دریا (صباح)  
به سوزار هیلوتیر با Flotation Kit. فعلاً رقیبا  
عبارتند از Kaman و Westland. درخواست  
Comparison Chart نمودن و فعلاً از Bell (Aug 205)  
درخواست شد. نظر ۱۱۸ را به هیلوتیر Bell جلب نمودم.

امضاء  
Action Taken

Sgd.....  
اقدام انجام شده

امضاء

Sgd.....



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

24 April 1968

*Bill*

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Jose:

Let me thank you again for your hospitality and many kindnesses during my recent visit.

I am looking forward to your visit to Fort Worth so that I may further show my appreciation and can renew our friendship.

Best regards.

Very truly yours,

G. M. Kling

**AIR TAXI CO.**

Mehrabad Airport  
**TEHRAN**  
Tel. 68992  
611967  
Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی  
فرودگاه مهرآباد - تهران  
تلفن { ۶۸۹۹۲  
۶۱۱۹۶۷ }  
تلگرافی: تهران ارتاکسی

Date .....  
No. 27th April, 1968.  
Yr. Ref. ....

تاریخ .....  
شماره .....

*BELL*

C A B L E

LT  
BELL-HELICOPTER - P O BOX 482 - FORT WORTH - TEXAS - USA  
ATTN KLING/ORPEN  
FOR YOUR INFORMATION AUGUSTA UH-1D DEAL TO IIAA IN FINAL  
STAGE STOP ADVISE BELL POSITION REGARDS

ZANGANEH AIRTAXI

FT351  
HURST TEX 28 30 357A CST

1062

LT  
AIRTAXI TEHRAN

*Handwritten signature and date: 30.4.68*

ZANGANEH WE WANT UH1H SALE AND YOU MUST SELL OUR PROPOSAL  
STOP FINANCING CAN BE MADE STOP REPRESENTATION AGREEMENT AIRMAILED  
25 APRIL REGARDS  
KLING BELLCRAFT

COL UH1H 25

**AIR TAXI CO.**  
 Mehrabad Airport  
 TEHRAN  
 68992  
 611967  
 TEHRAN AIR TAXI



شرکت هواپیمائی ارتقا کوی  
 فرودگاه مهرآباد - تهران  
 ۶۸۹۹۲ { تلفن  
 ۶۱۱۹۶۷ }  
 تلگرافی : تهران ارتقا کسی

.....  
 1st May, 1968.

..... تاریخ

.....21/30280

..... شماره

Mr. G.M. Kling,  
 Export Area Manager,  
 Bell Helicopter Co.,  
 P.O. Box 482,  
 Fort Worth,  
 Texas 76101  
 U.S.A.

Dear Mr. Kling,

Thank you for your copies of the Representative Agreement which I have great pleasure in returning to you, duly signed.

I have learnt that the Imperial Iranian Navy have a possible requirement for quantity four to six Helicopters and while no decision on the exact type has been made, they have a standing interest in both the UH2C manufactured by Kaman Aircraft Corp. of America and the British Westland Wessex. We are now trying to convince the Navy that a Bell Helicopter probably the UH-1D would be far more suitable for their purpose and to assist in this we require a comparison chart showing the differences between the above three types. Please bear in mind that Range - Floation System - and possible Sonar Installation will be of paramount importance.

Please expedite your reply to this letter since I believe a Navy decision may be imminent.

Assuring you of our best service at all times.

Yours very sincerely,  
 AIR TAXI COMPANY

*A. M. Zanganeh*  
 Managing Director



## AIR TAXI CO.

Mehrabad Airport  
TEHRAN  
Tel. 68992  
611967  
Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن { ۶۸۹۹۲  
۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

Date .....  
No. ....1st May, 1968.  
Yr. Ref. ....21/30280

تاریخ .....  
شماره .....

Mr. G.M. Kling,  
Export Area Manager,  
Bell Helicopter Co.,  
P.O. Box 482,  
Fort Worth,  
Texas 76101  
U.S.A.

Dear Mr. Kling,

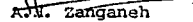
Thank you for your copies of the Representative Agreement which I have great pleasure in returning to you, duly signed.

I have learnt that the Imperial Iranian Navy have a possible requirement for quantity four to six Helicopters and while no decision on the exact type has been made, they have a standing interest in both the UH2C manufactured by Sikorsky Aircraft Corp. of America and the British Westland Wessex. We are now trying to convince the Navy that a Bell Helicopter probably the UH-1D would be far more suitable for their purpose and to assist in this we require a comparison chart showing the differences between the above three types. Please bear in mind that Range - Floatation System - and possible Sonar Installation will be of paramount importance.

Please expedite your reply to this letter since I believe a Navy decision may be imminent.

Assuring you of our best service at all times.

Yours very sincerely,  
AIR TAXI COMPANY

  
A.M. Zanganeh  
Managing Director

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date May 1, 1968.

تاریخ .....

From A.H. Zanganeh, Managing Director.

کوینده

To

گیرنده

Request

مورد درخواست

To-day we had a lengthy meeting with General Toufanian in Saltanaatabad. He was most concerned and upset that Bell Helicopter Co. had not taken the necessary action to submit a proposal. We assured him that the authorised representative of Bell Helicopter Co. will be coming to Teheran in a few days and is hand-carrying the proposal. We asked the General to withhold any final decision until Bell's proposal arrives. Because of the good relations with Air Taxi Co. and Mr. Zanganeh, the General agreed not to take a final decision before the arrival of Bell's representative with a proposal.

امضاء  
Action Taken

Sgd

اقدام انجام شده

امضاء

Sgd

A - 224

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
تاریخ (۱۳۲۷) = ۱/۱۹۶۸  
Date May 1, 1968

ارتاکسی

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷  
کوبنده آقای زیند

From

To

Request

در تاریخ (۱۳۲۷) مطابق ۳۰ مه ۱۹۶۸ در ساعت آنگار  
ملاقات مفصلی با سیر رسیدن طرزانان کهرآید. در آن روز تصمیم  
گرفته کارخانه Bell اقدام از سایر دربار ارسال بهترینها را منظور  
فرستاد بلکه ترسیده است بسیار ناراحت بودند. تا این اطمینان دارم  
که ظرف چند روز آینده نمایندگی تمام اختیار در سیر کارخانه Bell متعلق  
با سیر قدرت کارخانه Bell میزبان دارد خواهد شد و به ترتیب اخذ بگونه  
تعمیراتی تا آن تاریخ متوقف ماند.  
در ضمیمه سیر روافقت کردند تا نماز تعمیراتی را بر سر کار میزنند  
با شرکت ارتاکسی و قسماً آقای زیند، ورود نمایندگی Bell با سیر میزنند

گیرنده  
مورد درخواست

امضاء  
Action Taken

Sgd  
اقدام انجام شده

امضاء

Sgd.....

## AIR TAXI CO.

Mahrabad Airport

TEHRAN

68992

Tel. 611967

Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲

تلفن ۶۱۱۹۶۷

تلفرانی: تهران ارتاکسی

Date .....

No. .... 2nd May, 1968.

Yr. Ref. ....

تاریخ .....

شماره .....

C A B L E

LT

BELL HELICOPTER CO - BOX 482 - FORT WORTH - TEXAS - USA  
 ATTN KLING REYRCAB MET GENERAL TOFANIAN THIS MORNING STOP  
UNABLE TO FIND ANY RECORD OF YOUR ACTIVITIES OR PROPOSAL  
HIS OFFICE STOP DUE YOUR DELAY IN TAKING ACTIVE PART THEY  
ARE SEEKING GOVERNMENT TO GOVERNMENT PACKAGE DEAL INCLUDING  
TRAINING AND FINANCING AT LOW COST STOP SUGGEST YOU TAKE  
IMMEDIATE ACTION YOUR END PLUS DISPATCH FULLY AUTHORISED  
REPRESENTATIVE TO TEHRAN TO CONTACT AUTHORITIES STOP ANY  
DELAY MAY RESULT IN LOSS OF ORDER    REGARDS

ZANGANEH AIRTAXI

FTB/3  
FORT WOTH TEX GMC2077 45 2 215

390  
51  
10/11/68

LT  
AIRTAXI TEHERAN

BELL

10/11/68

ZANGANEH WE UNDERSTOOD FROM YOUR 29 APRIL CABLE THAT  
AGUSTA WAS IN FINAL STAGE UH1D CONTRACT WITH IIAA STOP DOES  
OUR MOST RECENT CABLE MEAN UNITED STATES GOVERNMENT  
TO IRAN GOVERNMENT OR ITALIAN GOVERNMENT  
TO IRAN GOVERNMENT ADVISE IMMEDIATELY

REGARDS KLING BELLCRAFT

28 LH1D

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

Tel. 68992  
611967

Cable Tehran AIR TAXI

Date .....

No. 4th May 1968

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن { 68992  
611967 }

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

C A B L E

LT

BELL HELICOPTER - POBOX 482 - FORT WORT - TEXAS - USA

ATTN KLING REYRCAB I CONFIRM AUGUSTA IN FINAL STAGE BUTNO CONTRACT HAS YET BEEN SIGNED STOP INFORMATION DISPATCHEDTHROUGH US MILITARY RECENTLY SUGGEST YOU CONTACT AUTHORITIESYOUR END REGARDS

ZANGANEH AIRTAXI

BELL

4.5

LI 4 MAY 1966

FT1173 GMC3012 34/32  
FT WORTH TEX 31/39 3 1200P

818-1592

AIR TAXI TEHERAN

ZANGANEH BELL REPRESENTATIVE ARRIVING TEHERAN ABOUT 13 MAY  
STOP ADDITIONAL COPY PROPOSAL AIRMAILED STOP INDICATIONS  
HERE WE CAN PROVIDE ATTRACTIVE FINANCING SO WE OPTIMISTIC  
SALE CAN BE MADE REGARDS  
KLING/BELLCRAFT

COL 13

7443 GEN 3



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Extron** COMPANY

In reply refer to:  
03:GMK:gb:208

8 May 1968

*BELL*

*JD*

Mr. A. H. Zanganeh  
Air Taxi Co.  
Mehrabad Airport  
Tehran, Iran

Dear Jose:

This is in answer to your 1 May letter number 21/30280, even though one of us may arrive in Teheran for the Army business before this letter reaches you.

We have the Representative Agreement, and our treasurer will sign it in the next day or two, and it will be returned to you.

I have assembled some information on the Westland Wessex 2 (civil version is called Wessex 60) and the Kaman UH-2C.

The Wessex is much more expensive than the 205A/UH-1D or H and carries roughly the same payload at lower speeds. Approximately 180 of the Wessex have been built, and they are scheduled to go out of production after next year's production of 12.

The UH-2C is the twin engine version of UH-2A and B, which has been bought only by the U.S. Navy (to the best of our knowledge) for air sea rescue work. The big disadvantage is its small payload. As the attached information states, 25 B models are being converted to C models, and we are not sure whether Kaman has manufactured any new C models. Once again a total of about 180 of the UH-2 have been built and future production will be nil or very limited.

The 204B/205A/UH-1 has, on the other hand, been extremely successful and we have made about 6000 of them. Military production is now scheduled through 1971 and will probably be scheduled through 1975; this does not include the recently announced 212 program, the twin engine UH-1. We know the Iran Navy will be interested in the 212, but I am reluctant to offer it because of the Iran Army program. Please





03:GMK:gb:208  
Page Two

8 May 1968

think about the 212 and when Bud Orpen or I arrive in Teheran we can decide whether or not it should now be offered to the Army and Navy.

Best regards.

Very truly yours,  
BELL HELICOPTER COMPANY

*G. M. Kling*  
- G. M. Kling  
Export Area Manager

Enclosures

1260

FTW646  
FTWORTH 21 8 855A

*S* 8-5 (AM)

8 MAY 1968

AIR TAXI TEHERAN

21 ZANGANEH CAN YOU OBTAIN DETAILS ACUSTA  
FINANCIAL OFFER AND TRAINING PROGRAM FOR PILOTS AND MECHNICS

REGARDS

KLING BELLCRAFT

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

68992

Tel. 611967

Cable Tehran AIR TAXI

Date .....

No. 9th May 1968

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲

تلفن ۶۱۱۹۶۷

تلفرانی: تهران ارتاکسی

تاریخ .....

شماره .....

CABLE TO BELL HELICOPTER.

BELL HELICOPTER POSTBOX 482 FORT WORTH TEXAS USA  
 ATTENTION KLING AIRMAILING FULL DETAILS AUGUSTA PROPOSAL

REGARDS  
 ZANGANEH.

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

68992

Tel. 611967

Cable Tehran AIR TAXI

Date .....

No. 11th May, 1968.

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲

تلفن ۶۱۱۹۶۷

تلفرانی: تهران ارتاکسی

تاریخ .....

شماره .....

C A B L E

BELL HELICOPTER - POBOX 482 - FORT WORTH - TEXAS - USA  
 ATTN KLING REOURCAB REGRET ADVISE AUGUSTA CONTRACT SIGNED  
 REGARDS

ZANGANEH AIRTAXI

FT1311  
WUX FORT WORTH TEX 16 10 207P CDT

11/5 7 564  
1160

LT  
AIR TAXI TEHERAN

ZANGANEH ORPEN OR KLING VE TEHERAN 176  
REGARDS  
KLING BELL

COL 17

BELL  
H. →

NNNW  
ZCZC AH0341 PR19 TWD1852 THNW LCN2985  
IRTX HL JPTK 040  
TOKYO 40/38 23 1102

620

LT  
AIR TAXI TEHERAN

BELL 23/5 23 1102  
→

ZANGANEH DESIRE APPOINTMENTS OVEISSI AFRAND ETC JUNE 3  
THROUGH 5 PRESENT PROPOSAL BELL JETRANGER AND HUEY  
HELICOPTERS STOP PLAN ARRIVAL 2 JUNE WILL ADVISE LATER  
PLEASE RESERVATION HILTON STOP  
HOPE CONVENIENT YOUR SCHEDULE  
ORPEN HOTELNEWOTANI

COL 3 5 2

In reply refer to:  
03:GMK:tm:4958

23 May 1968

BELL

Mr. J. H. Orpen  
c/o Hotel New Otani  
Tokyo, Japan

Dear Bud:

The proposal for the Imperial Iranian Gendarmerie has been air mailed to you care of Air Taxi and one copy to your Tokyo Hotel.

I think I must explain the Contracting Section, which is rather vague since we could not get a financing commitment on such short notice. The U.S. D.O.D. is unable to either finance or guarantee this sale since the Gendarmerie is part of the Ministry of Interior, and the \$75 million obligation is with the Iranian Department of Defense. Fred Thieberger has told Dick Pierrot it can be done only if the Iran Army and Air Force will agree to it. Can Jose Zanganeh manage this?

There is also a possibility ExIm Bank can guarantee the loan but it will take a little longer for a definite answer, and they were not very encouraging.

Sincerely,

BELL HELICOPTER COMPANY

George M. Kling  
Export Area Manager

cc to: Teheran, Iran  
c/o Air Taxi Co  
Mehrabad Airport

NNNN  
ZCZC AHO105 PR26 TWB1079 THN LCN895  
IRTX CO JPTK Q22  
TOKYO 22 28 0901

AIR TAXI TEHERAN

BELL  
H



28 MAY 1968

ZANGENEH ARRIVING JUNE TWO 2315 BOAC 925 CABLE CONFIRMATION  
HILTON AND MEETING YOU MORNING THIRD DISCUSS HELICOPTER PROPOSAL  
ORPEN HOTELNEWOTANI

COL 2315 925

↓  
Sunday night 23:15  
Hilton ?OK  
H

**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date June 3 1968

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوینده

To

گیرنده

Request

مورد درخواست

As previously arranged with General Ovissi, General Afrand and other high ranking officers of the Gendarmerie, Mr. Orpen's meeting was held today. At this meeting the Gendarmerie Officers studied and evaluated Bell's Model Huey 205 which interested them considerably.

امضاء  
Action Taken

Sgd.....  
اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

MEHRABAD

Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date June 3, 68 / تاریخ ۳/۳/۶۸ = ۳۶۸

ارتاکسی

مهرآباد

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

با تعیین وقت قبلی تمییر اودیسی ، تمییر لوندون برافرنک  
بهم ملاقات با آقای سمپور صورت گرفت . در این ملاقات  
جناب هلیکوپتر Bell مدل Huey 205 مورد بررسی  
و کت بعدی مورد بررسی شد و افزون نامبرده بالا ذکر گرفت

کوینده آرتاکسی

گیرنده

مورد درخواست

امضاء

Action Taken

Sgd   
اقدام انجام شده

امضاء

Sgd .....

*Rel. 972*

17117/M

ZCZC GMC2641 TDCD TLX  
FT WORTH TEX 140/137 1/56 7 1207PCST

AIR TAXI TEHERAN

*199.1-8-6*

8 JUN 1968

THE FOLLOWING MESSAGE HAS BEEN RECEIVED  
FROM ALLISON DIVISION GMC AND IS BEING SENT TO YOUR FOR YOUR  
INFORMATION QUOTE BOOK WIRE TO ALLISON DISTRIBUTORS  
THO-836W-L0D IN VIEW OF RECENT SIXTH STAGE COMPRESSOR FAILURES  
ALLISON REQUESTS THAT FUTURE FLIGHT OPERATIONS OF ALLISON 250  
C18 AND C18A ENGINES BE DISCONTINUED IMMEDIATELY STOP WE ANTICIPATE

COLL THO-838W-L0D 250 C18 C18A

PAGE 2/58

ISSUANCE OF A CORRECTIVE ACTION BULLETIN APPROXIMATELY JUNE 12  
STOP PLEASE IMMEDIATELY ADVISE ALL OPERATORS OF BELL HILLER AND  
HUGHES COMMERCIAL AIRCRAFT IN YOUR TERRITORY ACCORDINGLY AND  
CONFIRM BY WIRE THAT YOU HAVE DONE SO STOP UPON COMPLIANCE WITH  
RECOMMENDED SIXTH STAGE MODIFICATION THE AIRCRAFT MAY BE RETURNED

TO SERVICE STOP CSL-250-13 RESTRICTION WILL CONTINUE TO BE IN

COLL 12 CSL-250-13



**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN  
Tel. 68992  
611967  
Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۶۸۹۹۲ { تلفن  
۶۱۱۹۶۷ }

تلفاتی: تهران ارتاکسی

Date .....

No. .... 10th June, 1968.

Yr. Ref. ....

..... تاریخ

..... شماره

*Boee*

C A B L E

BELLCRAFT - FT WORTH - TEXAS

ATTN DWAYNE JOSE REYRCAB HAVE ADVISED SOLE OPERATORS IRAN

IIAF AND HELITAXI REGARDS

ZANGANEH AIR TAXI

\_\_\_\_\_ *[Signature]*

In reply refer to:  
03:GKK:gb:251

13 June 1968

Mr. Tom Mulhern  
California Bureau Vector Control  
5545 Shields Avenue  
Fresno, California

Dear Mr. Mulhern:

Through Mr. Burgoyne of Davis we have learned of your forthcoming trip to the mid-East. We have alerted our representatives in Switzerland and Iran regarding your visit. Please call on them if you need assistance.

Unfortunately we do not now have adequate representation in Egypt, Saudi Arabia, or Iraq.

We think the name of Autair, Ltd., 75 Wigmore Street, London W.1, England, may also be useful to you since they have in the past conducted helicopter spraying operations in several mid-East countries.

For your information our Mr. John Keace has recently been in Israel conducting helicopter agricultural seminars. He is now in Greece assisting in the establishment of the Greek government program to control the Dacus fly which infests the olive crop. Next week he will depart to Nairobi, Kenya; Lusaka, Zambia; and Johannesburg, South Africa to conduct additional education programs and conclude a fact finding mission in those countries.

Please let us know if we can provide additional assistance, and we hope you enjoy your trip.

Very truly yours,

BELL HELICOPTER COMPANY

G. M. Kling  
Export Area Manager

cc: Fred Forrer  
Forrer-Fenwick, S.A.  
Weinbergstrasse 29  
Zurich 8006, Switzerland  
Telephone - 34 15 34

A. H. Fanganah ✓  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran - Telephone - 40257, 68992, 611967

R. A. Moore

**BELL  
HELICOPTER COMPANY**POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Extron** COMPANYIn reply refer to:  
03:GMK:gb:250

13 June 1968

BELLA. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh:

Mr. Tom Mulhern of the California Bureau of Vector Control will be in Teheran in July representing the World Health Organization as a consultant for mosquito control as a means of fighting malaria.

Mr. Mulhern is a proponent of the use of helicopters in mosquito control, and has cooperated with us on several of our control programs.

We have given Mr. Mulhern your name as our representative, and if he has the occasion to call upon you, we know you will be helpful to him.

Very truly yours,

BELL HELICOPTER COMPANY

  
G. M. Kling  
Export Area Manager~~155~~  
18.6.68

G. KLING 5655,



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 78101

A **Textron** COMPANY
 In reply refer to:  
03:JH0:kc:043

July 11, 1968

 Mr. A. H. Zanganek  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

 BELL  


Dear Mr. Zanganek:

We regret to announce the resignation of Mr. George Kling, who has been active as a Regional Area Manager for International Sales since 1965.

Several applicants are under consideration and probably more than one will be assigned to the area formerly covered by Mr. Kling. This expansion will permit more frequent contact and working arrangements between the factory and our important in-country representatives

Until such a time as our new organizational changes are finalized, I will appreciate your addressing correspondence directly to me, and I will do my best to see that you receive a prompt reply.

Sincerely yours,

BELL HELICOPTER COMPANY



 J. H. Orpen, Manager  
International Marketing


**BELL  
HELICOPTER COMPANY**

 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

 In reply refer to:  
03;JHO;mh;2108

12 July 1968

 Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

 BELL  

Dear Jose:

Enclosed are some details on the high powered searchlight for the helicopter as promised.

This SX-16 searchlight is certificated first for the Bell Models 47G-4A and 47G-3B-2 helicopters. It may also be installed on other helicopters with sufficient electrical power provided.

At the present time, the Allison engine manufacturer has imposed a temporary limitation on the amount of electrical load which can be drawn in flight by any helicopter using their 250-G18 engine. This, of course, includes the JetRanger model which the Shah is using. The restriction is a minimum of 60 amps. Because of this, there will be a delay before the searchlight installation can be engineered for the JetRanger, since its use requires a 60 amp electrical load.

Should Gen. Khatami desire a quotation for other model helicopters he may obtain this directly from Spectrolab.

Under separate cover, I will be forwarding the completed proposal for the National Iranian Gas Company and the Iranian Navy.

As soon as you receive them, please see that they are delivered and stress our offer to have someone review the details in-country if desired.

Note that for the Navy proposal we suggest that the helicopters be financed as part of the U. S. loan guarantee arranged by the Government of Iran for procurement of



Mr. A. H. Zanganeh  
Page 2

12 July 1968  
03:JHO:wh:2108

military equipment. This is the only way that long term, low cost financing can be obtained. This requires an internal budget request by the Navy for establishing its priority for this equipment, which would naturally require Gen. Tufanian's approval.

I was expecting to hear from you, providing your scheduled trip to the U. S. wasn't postponed.

I recommend a special trip by you to the factory as soon as you can conveniently arrange it in order to become more fully versant with our facilities and products.

What is the latest status of the Agusta UH-1/205 program for the Iranian Army? We have heard that they were attempting to substitute the Bristol-Siddeley Gnome engine (similar to GE T-58) in lieu of the Lycoming L-13 engine, which Agusta has had difficulty in obtaining because of U. S. Army priorities. I believe this substitution should be resisted by the Iranian Government, since this engine has not proven to be as reliable in the 205 installation, particularly where foreign object damage is likely to result from landing in unprepared landing sites.


The Lycoming engines will be available in increasing quantities later this year, but probably not in time for the Agusta first delivery commitment, and I believe this is why they were considering substitution.

Please follow up on our proposal, and keep us informed on competitive situations.

Best personal regards.

Sincerely,

BELL HELICOPTER COMPANY

  
J. H. Orpen, Manager  
International Marketing

Enclosures: Nightsun Price List  
and Information Sheet (2)

## AIR TAXI CO.

Mehrabad Airport  
TEHRAN  
Tel. 68992  
611967  
Cable Tehran AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن { ۶۸۹۹۲  
۶۱۱۹۶۷ }

تلگرافی: تهران ارتاکسی

Date .....  
No. 1st August, 1968  
Yr. Ref 21/30099  
05:JHO:mh:2103

تاریخ .....

شماره .....

Mr. J.H. Orpen,  
Manager-International Marketing,  
Bell Helicopter Company,  
P.O. Box 432,  
Fort Worth,  
Texas,  
U.S.A.

BELL.

Dear Mr. Orpen,

Thank you very much for your letter dated 12th July, and the enclosed literature on the high powered searchlight. General Khatami was given an explanation on the searchlight and I will advise you later of his comments.

I personally gave the proposal for the National Iranian Gas Company to Ing. Farhian and he has promised that he will study this carefully.

On checking the proposal for the Imperial Iranian Navy I find that in Attachment (a) items 1 to 3 have been incorrectly calculated and I am therefore returning the complete proposal to you for rechecking. Commander Ardalan is at present not in Tehran so this will not cause a great delay.

Please return the corrected proposal to me as soon as possible and I will also explain to them the financing method you have suggested.

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

Tel. 68992  
611967

Cable Tehran AIR TAXI

Date .....

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

تلفن { 68992  
611967 }

نگران: تهران ارتاکسی

تاریخ .....

شماره .....


- 2 -

I had a long discussion with General Khatami on Augusta Bell substituting the Bristol-Siddeley Gnome engine and he advises me that so far there has been no mention of any change by Augusta. I shall however be pleased to forward any further information I can obtain at this end.

I am looking forward to spending a few days with you when I can make a round of your factory and facilities, but unfortunately due to pressure of work I do not think I can find time to make this trip until mid fall.

Best personal regards,

Sincerely,  
AIR TAXI COMPANY

  
A.H. Zappan  
Managing Director

Encl.

P.S. Please forward corrected pages for all 5 copies of the proposal.



Tel. 776762

Cable.....

Po. Box 12-1228

**ELECTROGAS**

Technical And Industrial Enterprise

326. Av. Talebtedjamsbid

Tehran-Iran

Your. Ref .....

Orr. Ref 47/137A

Tehran - 28/7 1968

Bell Helicopter Co.,  
P.O.Box 482,  
Fort Worth, Tex. 76101

Dear Sir,

As our firm specialises in construction of power transmission, distribution system and sale of related materials and equipment in IRAN.

We have frequent enquires from firms in this country for power system erecting and maintenance equipment as:

Helicopter for inspections, maintenance and lifting of heavy loads.

We would like to have a list of all yours productions and the conditions under which these products can be purchased ( C&F-Khorramshahr most probably port of IRAN.)

We shall be in a position to appoint agents for your colony and shall be glad to grant your agency, if you able to act for us, upon receipt of your reply we shall, furnish you with our firms.

Finally we should be pleased if you quote for catalogues and price lists and delivery time of equipment .

Your early reply will be very much appreciated.

|                             |               |
|-----------------------------|---------------|
| COMMERCIAL SALES DEPARTMENT |               |
| REFERENCE NO.               | <u>F-1338</u> |
| ACTION                      | <u>Gates</u>  |
| AUG 1 1968                  |               |
| APPROVED FOR:               | <u>Jas</u>    |
|                             | <u>Chapp</u>  |
|                             | <u>McC</u>    |
|                             | <u>Devere</u> |
|                             | <u>Plaza</u>  |

Your faithfully

ELECTROGAS Co.,

H. Radpour



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Extron** COMPANY

In reply refer to:  
03:RET:mh:21.82

5 August 1968

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh:

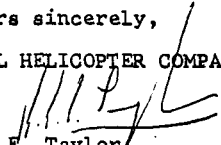
I enclose a copy of a letter from Electrogas, together with a copy of my reply.

It would be very much appreciated if you could contact these people and let me know by a First Call Report how you get on.

Please do not hesitate to contact me if I can be of any assistance.

Yours sincerely,

BELL HELICOPTER COMPANY

  
R.E.E. Taylor  
International Marketing

Enclosures

۱) متن لغوی هوا - دارویند  
۲) متن وزارت قانس، دارویند - درق بالیج  
H

In reply refer to:  
03:RET:mh:2181

5 August 1968

Mr. H. Radpour  
Electrogas  
326 Av. Takhtedjamshid  
Tehran, Iran

Dear Mr. Radpour:

We are pleased to acknowledge receipt of your letter reference 47/137/A dated 28 July 1968, which we have forwarded to our representative in your country, Messrs. Air Taxi Company, Mehrabad Airport, Teheran, Iran, marked to the attention of Mr. A. H. Zanganeh.

For your immediate study we are pleased to enclose brochures covering the Bell 47 Series helicopter, the turbine-powered five-place JetRanger, and the large utility heavy-lift Model 205A.

We are also pleased to enclose a selection of job details and reprints showing the ever-increasing use of helicopters by construction organizations as aerial cranes and personnel transports. It has been established that by using the helicopter, the supervisory staff can spend more time on-site even though the various construction projects are widely scattered. Many hours of down time can be saved by using the helicopter to transport critical spare parts and the specialist mechanic needed to effect equipment repairs.

We would like to assure you that Mr. Zanganeh will be in touch with you in the very near future to acquaint you with delivery schedules and to assist you in any way possible. If we in this office can be of any further help, please do not hesitate to contact the undersigned.

Yours sincerely,

BELL HELICOPTER COMPANY

R.E.E. Taylor  
International Marketing

cc: A. H. Zanganeh,  
Air Taxi Company


**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

 A **Extron** COMPANY

 In reply refer to:  
03:WJY:tm:5078

8 August 1968

*BELL*

 Air Taxi Co.  
Mehrabad Airport  
Tehran, Iran

 Attention: Mr. A. H. Zanganeh  
Managing Director

 Subject: Proposal Number 68-205-9 for 4 Bell  
Model UH-1H Helicopters

 Reference: Air Taxi Company letter No. 21/30899  
dated 1 August 1968

Dear Sir:

We discovered the error in Attachment A of the subject proposal. Unfortunately a correction was mailed to Commander Ardalan of the Iranian Navy instead of to you.

We enclose five copies of revisions to Attachment A, one for the enclosed copy of the proposal and four for the other four copies which I presume you still hold. Would you be kind enough when you present this proposal to the Iranian Navy to advise Commander Ardalan that the proposals now contain corrected pricing.

Sincerely,

BELL HELICOPTER COMPANY

*William Yates*  
W. J. Yates, Manager  
Export Market Development

Enclosures

*Copies corrected*

ATTACHMENT (a)  
CONFIGURATION, AND BUDGETARY ESTIMATE OF UH-1H PRICES

| <u>BHC REF. #</u>   | <u>Order Qty.</u> | <u>Unit Price</u> | <u>Description</u>   | <u>Total Price</u> |
|---|-------------------|-------------------|--|--------------------|
| 1   | 4                 | \$ 309,800.00     | Bell Model UH-1H Tac-<br>tical Helicopter in<br>Standard Configuration<br>on Skid Landing Gear | \$1,239,200.00     |
| 2   | 4                 | 4,933.00          | AN/ARN 83 ADF Receiver   | 19,732.00          |
| 3   | 4                 | 4,000.00          | AN/ASN 43 Gyrosyn Com-<br>pass   | 16,000.00          |
| 4   | 4                 | 2,734.00          | AN/ARC 134 VHF Trans-<br>ceiver with AT1108 ( )<br>ARC VHF UHF Antenna                         | 10,936.00          |
|   |                   | 11,750.00         | AN/ARC 102 HF Trans-<br>ceiver with Antenna<br>Coupler for AN/ARC 102                          | 47,000.00          |
| 6   | 4                 | 3,000.00          | C-1611A/A1C 4-place<br>Intercom  | 12,000.00          |
| 7   | 4 sets            | 2,750.00          | Cargo Suspension Assy.<br>& Bumper   | 11,000.00          |
| 8   | 4 sets            | 2,200.00          | Ground Handling Wheels   | 8,800.00           |
| 9   | 1                 | 18,000.00         | Portable Rescue Hoist  | 18,000.00          |
| 10  | 4 sets            | 750.00            | Rescue Hoist Provisions  | 3,000.00           |
| 11  | 1 set             | 12,760.00         | Flotation Landing Gear   | 12,760.00          |
| 12  | 4 sets            | 535.00            | Weather Covers   | 2,140.00           |
| 13  | 2 sets            | 3,000.00          | 300 gallon Auxiliary<br>Fuel Tank Kits   | 6,000.00           |
| 14  | 4 each            | 3,750.00          | 6 Place Litter Kit   | <u>15,000.00</u>   |
| TOTAL . . . . .   |                   |                   |  | \$1,421,568.00     |
| One Bell Technical Service Representative for one year located<br>in Iran   |                   |                   |  | 30,000.00          |
| 3 Bell Instructor Pilot for six weeks UH-1H transitional<br>flight training |                   |                   |  | 5,410.00           |

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 68992

611967

Cable Tehran AIR TAXI

Date 15th August, 1968.

No. 21/30996

Yr. Ref. ....



شرکت هوایی ایرانی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

Mr. R.E.E. Taylor,  
International Marketing,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
Texas,  
U.S.A.

BELL

Dear Mr. Taylor,

Further to your letter of August 5, 1968, I have pleasure in advising you that I immediately contacted Mr. Radpour of the Electrogas Co. However his inquiry to you seems to have been of a very tentative nature since he assures us he has no immediate requirement for an aircraft nor does he have possible customers. However in the distant future there may be a possibility.

I have assured Mr. Radpour of our co-operation and after sales service and have also discussed with him the discount rates we will be prepared to give should he purchase an aircraft through us or is instrumental in concluding a sale.

Further to our cable of 12th August which reads as follows:

"ATTN ORPEN AIRMAIL PROPOSALS QTY ONE AND TWO JET RANGER INCLUDING SPARES AS PER NIGC IN NAME OF MINISTER OF FOREIGN AFFAIRS H.E. MR. ZAHEDI"

there is a possibility that the Minister of Foreign Affairs may purchase a Jet Ranger and as requested would you please airmail as soon as possible, a proposal for qty.1 and 2 Jet Ranger with spare parts, similar to the one you have prepared for the N.I.G.C. Iran.

Thanking you in advance for your assistance and looking forward to an early reply.

Yours sincerely,  
AIR TAXI COMPANY

11

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

Cable Tehran AIR TAXI  
Date 12th August, 1968.

No. ....

Yr. Ref. ....

تاریخ .....

شماره .....

C A B L E

LT

BELLCRAFT - FORT WORTH - TEXAS

ATTN ORPEN AIRMAIL PROPOSALS QTY ONE AND TWO JET RANGER

INCLUDING SPARES AS PER NIGC IN NAME OF MINISTER OF FOREIGN

AFFAIRS H.E. MR ZAHEDI

ZANGANEH AIRTAXI

*Zanganeh*

VIA RCA

198

ZCZC UNIQ746 UR81326 RS4118 SSF107 Bw

IRTN CO URHX 022

WORTH TEXAS 22 23 238P EST

*228*  
*227*  
*Wb*  
29 AUG 1968

AIR TAXI TEHRAN

PLEASE CABLE EQUIPMENT REQUIRED IN MINISTER OF FOREIGN AFFAIRS

JETRANGER TO ENABLE PROPOSAL TO BE FORWARDED EARLIEST

TAYLOR BELLCRAFT



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
03:JHO:sk-1017

30 August 1968

Air Taxi Company  
Mehrabad Airport  
Meheran, Iran

*BELL*

Attention: Mr. A. H. Zanganeh

Gentlemen:

I am pleased to announce the selection of Mr. Ron Taylor for appointment as International Area Manager for the Middle East and Africa.

Mr. Ron Taylor, a former officer and helicopter pilot in the British Royal Navy, has accumulated a great deal of sales and helicopter experience over the past few years involving both military and commercial application.

Ron Taylor moves into his new assignment from his position with Bell's Commercial Marketing Administration, where he has worked for the past two years.

Ron will be in attendance at the Farnborough Air Show this year, along with Dwayne Jose and will be most pleased to meet anyone from your company who expects to attend.

Sincerely,

BELL HELICOPTER COMPANY

*Bud Orpen*

J. H. Orpen, Manager  
International Marketing



AIR TAXI CO.

Mehrabad Airport  
TEHRAN  
40257  
Tel. 68992  
611967



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷ {  
تلفن ۶۸۹۹۲  
۶۱۱۹۶۷ }

تلفگرافی : تهران ارتاکسی

Cable TEHRAN AIR TAXI  
Date ..... 31st August, 1968.

No. ....

Yr. Ref. ....

تاریخ

شماره

BELL

C A B L E

BELLCRAFT - FORT WORTH - TEXAS - USA

ATTN TAYLOR REYRCAB JETRANGER EQUIPMENT AS PER NIGC

PROPOSAL INCLUDING MINIMUM AVIONICS

ZANGANEH AIRTAXI

1130

NNNN

ZCZC AIT2377 LGV100 XLG277  
LONDONLG 13 19 1145

AIR TAXI TEHRAN

WILL ARRIVE LUFTHANSA 2350 HOURS MONDAY 23 SEPT

JOSE BELLCRAFT

2350 23

فرودگاه مهرآباد

پیام رسد شام ۲۳:۵۰ - د. ۳  
حترمهتین لایحه مرتب ... روزگرم در حدیث  
در سه نمونه بندرگاه ... خط الحاقی در مله .

F11522  
HURST TEX 19 16 106P

AIR TAXI ATTN ZANGANER TEHERAN

116

*17/1 22*

WILL ARRIVE TEHERAN BOAC FLIGHT 770 2200 TUESDAY 19TH  
STAYING HILTON BEST REGARDS TAYLOR BELLCRAFT

17 JUN 1966

CCL 770 2200 19TH

FT1155 GNC1809  
FORT WORTH TEX 48 7 340P  
W AIR TAXI TEHERAN

BELL  
*8-4*  
*22*

544

18 JUN 1966

HAVE HAD STRONG INDICATION THAT THERE IS A  
REQUIREMENT FOR A LARGE NUMBER OF JETRANGERS STOP PLEASE  
NOTIFY US ~~IF~~ IMMEDIATELY BY CABLE IF WE ARE INVITED  
TO BID STOP OBTAIN CONFIGURATION AND NUMBERS  
INVOLVED STOP  
ALSO UNDERSTAND COUNT AGUSTA NEGOTIATING NOW  
IN COUNTRY ?

TAYLOR BELLCRAFT

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی  
مهرآباد

Date Nov. 10, 1968.

تاریخ.....

From A.H. Zanganeh, Managing Director.

گوینده و نام کارکن

To

گیرنده

Request

مورد درخواست

To-day we met General Toufanian in his office at Saltanaatabad in order to enquire as to the quantity of Model Jet Rangers they intend to buy. General Toufanian confidentially informed me that the quantity would be somewhere between 75 to 100 'copters. The General disclosed that should Bell's prices and terms of payment be more attractive they would have a chance of getting the business. He also recommended us to ask Bell Helicopter Co. to send an authorised representative to Teheran for the necessary negotiations definitely not later than the morning of November 19. We immediately sent a cable to Bell Helicopter Co. in this connection.

امضاء

Action Taken



Sgd.....  
اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

MEHRABAD  
Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی  
تاریخ ۲۷/۱۱/۱۹۶۸ = ۱۰/۶/۶۸

ارتاکسی

مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

دستیار فرقی با سیمیا رضوانیان در سلطنت آباد ملاقات نموده  
در ارجح تعداد همگونی در مدل Jet Ranger سوال شد.  
اینکه خیلی صفت در زمانه لطیف دادند که تعداد مورد نیاز  
بین ۷۵ تا ۱۰۰ فروند خواهد بود. می‌رطوانیان اظهار داشتند  
حیانتی که به Bell قیمت و شرایطی مردمانت سرملتر بسیار  
نایدن نیز خواهد داشت. قیمت این تا کدی فروند کمکنفر  
لعنون نامی تام الاضبار که طرف که به Bell حقاً معاصر  
تا جمع روز ۱۹ نوامبر تهران باید و بار این ملاقات نماید.  
امضاء

گوشده آتامی ازنگنه

گیرنده

مودد درخواست

Action Taken

تمام امضاء شده  
Sgd

امضاء

Sgd.....

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 68992

611967



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷ {

۶۸۹۹۲ { تلفن

۶۱۱۹۶۷ }

تلفرانی : تهران ارتاکسی

Cable Tehran AIR TAXI

24th November, 1968.

Date .....

No .....

Yr. Ref.....

تاریخ .....

شماره .....

C A B L E

LT

BELLCRAFT - FORT WORTH - TEXAS - USA

ATTN TAYLOR REYRCAB HAVE DISCUSSED CONTENTS WITH GENERALTOUFANIAN STOP HE CONFIRMS POSSIBLE REQUIREMENT QTY 75TO 100 JET RANGER STOP AUGUSTA STRONGLY LEADING STOPRECOMMEND YOU IMMEDIATELY SEND FULLY AUTHORISED REPRESENTATIVEFOR FURTHER DISCUSSION WITH AUTHORITIES STOP ALL OTHER AUGUSTAINTERESTED PARTIES ALREADY IN TEHRAN STOP CABLE DECISION

REGARDS

  
 ZANGANEH AIRTAXI

042

BELL

~~\_\_\_\_\_~~

NNNN  
VIA RCA

ZCZC UN1207 UR02064 NS FWA646 AX  
TRTN CO GRNX 032  
HURST TEX 32 14 726P CST



0935  
41511

1955 NOV 1968

AIR TAXI ATTENTION ZANGANEH TEHERAN

BELL REPRESENTATIVE WILL ARRIVE TEHERAN 19TH OR 20TH  
STOP WILL CABLE FLIGHT DETAILS WHEN CONFIRMED STOP CABLE  
WE LATEST DEVELOPMENTS IF ANY STOP BEST REGARDS  
TAYLOR BELLCRAFT

CALL 19TH 20TH

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68992  
611967



Cable Tehran **AIR TAXI**  
17th November, 1968.

Date .....

No. ....

Yr. Ref. ....

شركة هواپیمائی ارتاکسی  
فرودگاه مهرآباد - تهران

۴۰۲۵۷ {  
۶۸۹۹۲ { تلفن  
۶۱۱۹۶۷ {

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

**C A B L E**

BELLCRAFT - FORT WORTH - TEXAS - USA

ATTN TAYLOR YOUR REPRESENTATIVE SHOULD DEFINITELY BE IN TEHRAN

NINETEENTH MORNING STOP SHOULD PRESENT LOWEST OFFER AND BEST

TERMS ON JET RANGER MILITARY VERSION REGARDS

ZANGANEH AIRTAXI

---

BELL  
*[Signature]*

228

FT137G  
ZCZC GMF171  
FV0049 WUX HURST TEX 310/297 1/54 22 1108A

24 210 1558

LT  
AIR TAXI  
TEHERAN(VIA WUI)

24-11  
0911  
          

SUBJECT 1969 PRICES  
AS OF NOVEMBER 21 1968 COMMERCIAL HELICOPTER ORDERS WILL BE  
ACCEPTED ON BASIS OF NEW PRICE SCHEDULE SHOWN BELOW EXCEPT  
AS PROVIDED IN PARAGRAPHS 1 AND 2 PREVIOUSLY ACCEPTED ORDERS  
WILL BE HONORED AT CONTRACTED PRICES THE BASIC PRICES FOR HELICOPTERS  
IN STANDARD CONFIGURATION MOUNTED ON SKID

COL 1969 21 1968 1 2

GMF171/2/50

*[Handwritten mark]*

GEAR FAF FORT WORTH TEXAS WILL BE AS FOLLOWS  
276A DLRS 105000  
4764A 54050 (NO CHANGE)



205A 365000 (NO CHANGE)

ACCESSORY PRICES HAVE ALSO BEEN CHANGED NEW PRICE LISTS ARE  
BEING MAILED TODAY

IN RECOGNITION OF TRANSACTIONS THAT YOU NOW HAVE

COL FAF 206A 105000 47G4A 54950 47G5 44950 47G3B-2 55950 205A  
365000

GNC171/3/50

IN WORK THAT INVOLVE QUOTATIONS AT THE OLD PRICE THE FOLLOWING  
POLICY WILL APPLY

1 ANY CONTRACT THAT IS AT THE POINT OF FINALIZATION AT THE  
OLD PRICE WILL BE ACCEPTED PROVIDED THAT A DEPOSIT AND CONTRACT  
ACCEPTABLE TO BELL IS IN THE MAIL ON OR BEFORE DECEMBER 1 1968

COL 1 1 1968

GMF171/4/50

AND FURTHER PROVIDED THAT BELL HELICOPTER COMPANY WILL BE ALLOWED  
TO ASSIGN DELIVERY SCHEDULES ON A +FIRST AVAILABLE+ DELIVERY  
BASIS

2 THE ABOVE IS CONDITIONED UPON THE HOME OFFICE RECEIVING  
A LIST FROM YOU WITHIN TWENTYFOUR HOURS SHOWING THE PROSPECTS  
NAME ADDRESS SHIP MODEL AND QUANTITY NOW IN WORK ?

COL ?

GMF171/5/50

4 ORDERS FOR DEALERS STOCK OR DEMONSTRATORS NOT ORDERED PRIOR  
TO NOVEMBER 21 1968 WILL BE SUBJECT TO THE NEW PRICES

COL 1 1968 3 4 21 1968

GNF171/6/41



5 YOU ARE REQUESTED TO ADHERE TO THE INTENT OF PARAGRAPH 1  
WHICH IS TO AVOID UPSETTING NEGOTIATIONS OF THOSE CONTRACTS  
NOW AT THE POINT OF FINALIZATION BUT NOT TO INITIATE NEW SALES  
EFFORTS AT 1968 PRICES REGARDS

DWAYNE JOSE BELLCRAFT

COL 5 1 1968

VOL BQ FT1376 LT AIR TAXI

PLS RD IN PAGE 2 25TH 205A IRPT IN COL ALSO 205A

OK 205A

BELL

776

SQ FT1045/GMFD44

MUX FORT WORTH TEX 86/80/1/34 6 837P CST VIA WUI

LT

AIR TAXI

TEHERAN IRAN

EFFECTIVE 5 FEBRUARY 1969 THERE IS PRICE INCREASE ON BASIC MODEL  
 205A-1 HELICOPTER FROM 365,000 TO 395,000 DOLLARS STOP THIS IS  
 MODEL WITH DASH THIRTEEN ENGINE DEVELOPING 1400 HORSEPOWER STOP  
 THE 205A WITH 1100 HORSEPOWER WILL BE PRICED AT 380,000 DOLLARS  
 STOP NOTIFY BELL BY RETURN CABLE ANY NEGOTIATIONS THAT

QAL 5 1969 205A-1 365,000 395,000 1400 205A 1100 380,000 ===

PAGE 2 / 28

WERE CONFIRMED BY SALES CONTRACTS BY 5 FEBRUARY STOP THESE WILL BE  
 RECOGNIZED STOP ALSO BELL FORMAL QUOTATIONS WILL BE HONORED  
 WITHIN STATE TIME ON PROPOSAL

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 17th March 1969

No. 21/32436

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلفاتی : تهران ارتاکسی

تاریخ

شماره

Mr. J.H. Crpen,  
Manager International Marketing,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
Texas 76101,  
U.S.A.

*BELL*

Dear Sir,

Thank you for your letter of 5th March and I am pleased to confirm that we have received our copy of the new Planning Guide for 1969.

We are now studying this Guide carefully in order that we may see how to implement its resolutions and co-ordinate the suggestions contained therein with our own knowledge of the local market.

Assuring you of our best service at all times and looking forward to meeting you during your next visit to Tehran.

Yours very sincerely,

*A. Li. Zanganeh*  
A. Li. Zanganeh  
Managing Director

Encl.



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

In reply refer to:  
03:RET:mh:2719

14 April 1969

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh:

It is our understanding that the National Iranian Gas Company is still interested in purchasing helicopters. We would like you to contact this company, and in particular, Mr. Jack Ubank, who we understand is the American advisor on pipeline construction.

You will remember that Mr. Orpen presented a proposal in July of last year. We hope you will be able to visit the Paris Air Show where we can discuss future sales potential in Iran.

My best personal regards.

Yours sincerely,

BELL HELICOPTER COMPANY

R.E.E. Taylor  
International Area Manager

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date ..... 27th April, 1969  
No. .... 21/40218  
Yr. Ref. .... Q3:RET:am:2719



SECC  
شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلفرانی: تهران ارتاکسی

..... تاریخ

..... شماره

Mr. R.E. Taylor,  
International Area Manager,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
Texas 76101 - U.S.A.

BELL  
A

Dear Mr. Taylor,

On receipt of your letter dated April 14, 1969 I immediately contacted Engineer Farkhan, Managing Director National Iranian Gas Company. He advised me that at present they definitely do not intend purchasing any Helicopters, but they may rent one for a certain period of time from one of the local authorised companies.

I trust this will answer your query and hope to meet you at the Paris Air Show.

Best personal regards.

Yours sincerely,  
AIR TAXI COMPANY

A.H. Zanganah  
Managing Director

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 1445 July 1969

No. 21/0745

Yr. Re. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲ تلفن  
۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

Sr. J.H. Orpen,  
Bell Helicopter Co.,  
P.O. Box 482,  
Fort Worth,  
Texas 76101,  
U.S.A.

Dear Sir,

We have been asked to recommend helicopters for the following purposes:

1. General observation and aerial supervision in fire fighting activities.
2. For actual fire fighting activity and rescue work.


In view of the altitude and temperature problems here we are recommending Bell 47G-3B-2 as being a suitable vehicle for the first purpose while for the actual fire fighting we are recommending Bell 205-1 (UH-1).

We would be very grateful if you would supply us immediately with full information on price, equipment and delivery dates on the above types equipped for the roles outlined in my opening paragraph.

Proforma invoices showing full list price on fully equipped helicopters would be advantageous since it would enable us to quote to the customer without further reference to you.

Please give this request your earliest attention.

Yours faithfully,

  
A.H. Zanganeh

AIR TAXI CO.

Mihrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable: Tehran AIR TAXI

Date: 27th July 1969

No. 2/40813

Yr. Ref. \_\_\_\_\_



bell

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلفگراف: تهران ارتاکسی

تاریخ: \_\_\_\_\_

شماره: \_\_\_\_\_

Mr. J.H. Orpen,  
Manager - International Marketing,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
Texas,  
U.S.A.

Dear Sir,

As you probably know the second Asian Trade Fair is being held in Tehran this year from 5th - 24th October.

We have rented space at the Fair and intend to display the products of all Companies that Air Taxi represent in Iran.

In order that we may give your product maximum exposure we suggest that you immediately send us sufficient brochures and publicity material for distribution to interested parties, and for display on our stand.

We trust you will take prompt action in order that the promotional material will arrive in time.

Yours faithfully,  
AIR TAXI COMPANY

  
A. H. Zanganeh  
Managing Director



ISTA

International Service & Trade Agencies

P. O. Box 1996 - Tehran Cable : Wideworld

Peter B. Hannah.

Roosevelt, Katche Hedayat 34 Telephone 761203

NATIONAL SERVICE & TRADE AGENCIES

PO BOX 1996 - TEHRAN Cable: WIDEWORLD

03:JHO:so-213  
ENG9-1

August  
11  
1969

J. H. Orpen, Manager  
International Marketing  
BELL HELICOPTER COMPANY - A Textron Company  
POB 482  
Fort Worth, Texas 76101, U. S. A.

Dear Mr. Orpen:

Replying your July 24 letter, may we have your permission to negotiate sale of 15 helicopters in Iran?

We would appreciate receiving literature and prices since some influential personalities are involved in purchase and full information is requested by them now.

Sincerely,  
I. S. T. A. CO.

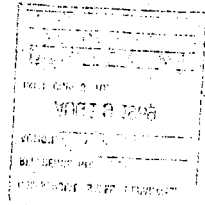
*Peter B. Hannah*

Peter B. Hannah  
Managing Director

cc: ISTA U.S.A., 71 Woodland Avenue, San Francisco 94111

*FRM 9-1*

|                             |
|-----------------------------|
| COMMERCIAL SALES DEPARTMENT |
| REFERENCE NO. <i>F-1460</i> |
| ACTING <i>Orpen</i>         |
| AUG 13 1969                 |
| <i>Jose J. Lopez</i>        |
| <i>Mr. Director</i>         |
| <i>Michele</i>              |
| <i>Fraser</i>               |



MAIL SERVICE

HOUSEHOLD

MACHINERY & PLANT



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

ب. س. س. ع.  
۱۳۳۴۳

In reply refer to:  
03:GPBH:so-235

15 August 1969

Mr. A. H. Zanganeh, Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Sir:

We were indeed pleased to receive your inquiry concerning the Bell Models 47G-3B-2 and 205A-1 for fire-fighting activity.

Because of the difficulty in preparing pro forma invoices without knowing actual accessories needed on either helicopter, please find enclosed the latest price lists for your consideration.

Though a fire suppression kit exists, it has to this date been mainly for military application. It is now available for commercial usage by order, but it is not as yet certified, and the cost is an estimated \$23,000. The system consists of a telescoping pilot-operated boom which attaches to the forward hard points, two each 25 or 50 gallon internal tanks, and associated plumbing and hardware. Boom telescoping, anti-icing and system pressure are provided by engine bleed air. The system utilizes a 6% "light water" solution dispensed through an air operated nozzle at the rate of 25 to 30 gallons per minute. When installed, the fire suppression kit presents no flight limitations, and aircraft performance is virtually unchanged. The system is capable of cutting a 15 by 40 foot path in a 200 gallon fuel spill in 8 to 10 seconds. Total system dry weights are 236 pounds and 256 pounds for the 50 gallon and 100 gallon systems respectively.

Delivery from the factory at the present time can be accomplished within 45 days for the 47G-3B-2 and 60 days for the 205A-1, upon receipt of acceptable purchase agreement and letter of credit.



BELL HELICOPTER COMPANY

03:CPBH:so-235  
Page 2


15 August 1969

May I also take this opportunity to inform you that a selection of literature has been prepared for the Asian Trade Fair and will be airmailed to you in the very near future.

We look forward to hearing from you, and hope a successful sale results.

Yours sincerely,

BELL HELICOPTER COMPANY

  
C. P. B. Horsley  
International Marketing  
Development

In reply refer to:  
03:JEG:smh:2973  
IRN9-1

21 August 1969

Mr. Peter B. Hannah, Managing Director  
International Service & Trade Agencies  
P. O. Box 1996  
Tehran, Iran

Dear Mr. Hannah:

Thank you for your letter of 11 August 1969, and your interest in handling the sale of our helicopters.

We are represented in Iran by:

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran  
(Attention: Mr. A. H. Zanganeh)  
Telephone: 40257, 68992, 611967

I suggest that you make contact with our representative to work out some mutually satisfactory arrangement in this instance.

Sincerely,

BELL HELICOPTER COMPANY

J. E. Gallagher, Jr.  
Assistant Area Manager

cc: Mr. A. H. Zanganeh



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

In reply refer to:  
03:JEG smh:2983  
IRN9-1

22 August 1969

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

*Capt Zanganeh  
for contracting the co.*

Dear Sir:

We have received a letter from Mr. Peter B. Hannah, Managing Director of International Services and Trade Agencies, requesting our permission to negotiate the sale of 15 helicopters in Iran. I have sent them a letter referring them to you. I suggest that you make contact with Mr. Hannah to work out some mutually satisfactory arrangement in this instance.

Please advise us of this arrangement, if any.

Sincerely,

BELL HELICOPTER COMPANY

*J. E. Gallagher, Jr.*  
J. E. Gallagher, Jr.  
Assistant Area Manager

*Called Mr. Hannah  
an appointment  
will be made this week*  
Enclosure  
*[Signature]*

## MAAJEDI BROTHERS Co.

CABLE ADDRESS:

MAAJEDI

POSTAL ADDRESS: BAZAR SOLTANI,

TEHRAN\_IRAN

YOUR REF:

OUR REF: 9 368

DATE: 29 Sept. 1969

Bell Helicopter Company  
P.O. Box 482  
Forth Worth, Texas  
U. S. A.

Subject: Purchasing of 1 set helicopter

Gentlemen:


We owe your name and address thru the Chamber of Commerce.

We wish to inform you that one of our friends is interested to purchase 1 set of 4-5 seats helicopter. As we don't know your exact program, we shall appreciate it very much if you could kindly introduce us the best type for personal use.

In the meantime, please be kind enough to let us have the full information with details, price list, leaflets, etc. As we are in urgent decision, we shall be more happy to hear from you soon by return mail.

We are,

Yours faithfully,

  
MAAJEDI BROTHERS COMPANY

:ahg

|                             |        |
|-----------------------------|--------|
| COMMERCIAL SALES DEPARTMENT |        |
| NO. 1                       | F-1906 |
| ACT #                       | Infra  |
| OCT 6 1969                  |        |
| TO: Mr. Walter Bullagher    |        |
| FROM: M. J. M.              |        |

IRN 9-1

20222 - 23556 - 54879

DEALING IN: INDUSTRIAL SEWING MACHINES, KNITTING MACHINES AND ALL KIND OF TEXTILE MACHINES.  
AS AGENTS, IMPORTERS & GENERAL MERCHANTS.  
OFFICE & SHOW ROOM NOS 32 TO 38 & 20 TO 48 BAZAR SOLTANI, TEHRAN, IRAN.

In reply refer to:  
03:JEG:so:265  
IRN9-1

9 October 1969

MaaJedi Brothers Company  
32-38 Bazar Soltani  
Tehran - Iran

Gentlemen:

Receipt is acknowledged of your letter of 29 September.

We at Bell Helicopter Company feel that our 206 Model JetRanger would best suit your needs. The JetRanger could be delivered between 30 and 45 days, depending on the configuration you desire.

Enclosed are brochures and price lists pertaining to our Model 206 JetRanger. In addition, we wish to refer you to our representative in your area:

Mr. A. H. Zanganeh, Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

We have notified Mr. Zanganeh of your interest, and we are sure he will contact you in the near future.

If at any time you desire further information, please feel free to contact us.

Thank you for your interest in Bell Helicopter Company.

Sincerely yours,

John E. Callagher  
Assistant Area Manager  
International Marketing

Enclosures

cc: Mr. A. H. Zanganeh ✓

**BELL  
HELICOPTER COMPANY**POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Extron** COMPANY

In reply refer to:  
03:JEG:so-266  
IRN9-1

9 October 1969

Mr. A. H. Zanganeh, Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

Enclosed is a copy of letter from Maajedi Brothers Company, together with copy of our reply concerning the sale of our Model 206.

You will note that we have sent them brochures and price lists.

Please keep us informed as to the progress of this sale.

Good luck and best personal regards.

Sincerely yours,

BELL HELICOPTER COMPANY

John E. Gallagher  
Assistant Area Manager  
International Marketing



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI


 ۵۲۱  
 شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

 ۴۰۲۵۷  
 ۶۸۹۹۲ } تلفن  
 ۶۱۱۹۶۷

تلفگراف : تهران ارتاکسی

Date 23 October, 1969

No. 21/41417

Yr. Ref. \_\_\_\_\_

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

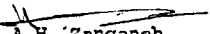
Mr. John E. Gallagher,  
 Assistant Area Manager,  
 International Marketing,  
 Bell Helicopter Company,  
 P.O. Box 482,  
 Forth Worth, Texas.  
U.S.A.

Dear Sir,

We acknowledge receipt of your letter of October 9,  
 1969, re JetRanger for Messrs. Maajedi Brothers Co.

As desired, we will arrange a meeting with Mr Maajedi  
 to discuss the matter, and will keep you informed as to  
 the progress of the sale.

Yours faithfully,  
 AIR TAXI COMPANY

  
 A.H. Zanganeh  
 Managing Director

*Orpen Visit*  
*Belle*



**BELL  
 HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
 18:JHO:lq:590

24 October 1969

Mr. A. H. Zanganeh  
 Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran

*Belle*

Dear Jose:

All of us routinely face and make decisions every day in our business and personal activities. Most of these are relatively easy to make. Once in awhile, however, a difficult one is made after careful consideration of the various factors and implications.

Such a decision has been made by me, and I believe you can appreciate the difficulty involved in reaching a conclusion to end my long and enjoyable career with Bell.

My present tenure will end in early November, and I plan an initial period of relaxation to consider various plans for the future.

My real regret is to lose direct contact with my many friends within the company, its customers, representatives, licensees and others throughout the industry. " "

I have enjoyed my past visit and contacts with you and regret that our joint efforts did not produce more tangible results. I am pleased, however, to see the Iranian forces become equipped with Bell products rather than French.

I hope that our friendship may continue and look forward to another day when a personal visit may be possible.

My very best personal regards and wishes for your continued success.

Sincerely yours,

*J. H. Orpen*

J. H. Orpen, Manager  
 International Marketing

**AIR TAXI**

MEHRABAD

**INTERNAL MEMO**

یادداشت داخلی

ارتاکسی

مهرآباد

Date: Nov. 2, 1969

تاریخ

From K. Iranzad, Sales Manager.

کویته

To

گیرنده

Request

مورد درخواست

The Second Asian Fair was held in Teheran from October 5 to 24, 1969. We requested Bell Helicopter Co. to send us a variety of publications and literature to support our publicity campaign when participating in this fair. Air Taxi Co. occupied a very attractive stand. Unfortunately, Bell's literature did not reach us in time (due to their being sent overland despite our request to airmail same). Therefore, we used all the available publications. During the inauguration ceremony, His Imperial Majesty stopped by Air Taxi's stand and asked a few questions regarding the various models of Bell's Helicopters - Mr. Zanganeh personally gave all the necessary explanations to His Imperial Majesty.

امضاء

Action Taken

Sgd. 

اقدام انجام شده

امضاء

Sgd. ....

**AIR TAXI**

MEHRABAD

Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date ۱۸/۱۱/۶۹ = ۲۴/۲/۶۹ تاریخ

ارتاکسی

مهرآباد

تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

کوبنده آقای ایراتر

From

To

Request

مورد درخواست  
گیرنده

وسایل سفیناتی دکالت و عوذه سربر رتسفاده در دوین  
نایگاه آسانی که از تاریخ ۵ تا ۲۴ اکتبر ۱۹۶۹ برقرار بود (در تهران)  
سفارش گردید و با وجود درخواست بلیت از کمپانی Bell سفارش  
حون و سایر درخواستی بابت رفتن و سآده شده بود اینها بعد از بیان  
نایگاه تهران رسید. با وجود این در نایگاه عرضه سفارشی گرفته شد  
و انواع مدل بلیت بخر Bell را بنامش معمولاً گذارده شده روز  
شش نیر اعلی حضرت هانوی نیز از این عرضه باز خریدیم و گننا از آقای  
زنگنه در مورد مدلها تا زمان Bell سوالهای نمودند.

امضاء

Action Taken

Sgd

اقدام انجام شده

امضاء

Sgd

*F. Sylvester (air)*  
*depp*



**BELL  
 HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **TEXTRON** COMPANY

4 November 1969

Mr. A. H. Zanganeh  
 Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran

*BELL*

Dear Jose:

We are pleased to announce the appointment of Mr. Frank M. Sylvester to the newly created post of Vice President for International Marketing at Bell Helicopter Company.

Our business has progressed to the point where we deemed it advisable to establish three major and separate marketing groups in order to bring about a greater concentration of effort in the various segments.

We are now implementing this concept by naming Mr. Sylvester to head our expanding international marketing organization.

The commercial and international sales volume has grown tremendously under the direction of Dwayne Jose. He will now concentrate his efforts in the commercial marketing field as vice president for U.S. and Canadian marketing.

Hans Weichsel will continue to serve as vice president for U.S. government marketing and all customer support.

We are fortunate to obtain the services of Mr. Sylvester, who brings to our company more than two decades of experience in international marketing. For the past six years he was director of international sales for Piper Aircraft Corporation. His experience also includes service with Lockheed Aircraft Services, Inc., and Pan American World Airways.

Mr. Sylvester will headquarter at the company's main offices in Fort Worth, Texas.

Sincerely yours,

BELL HELICOPTER COMPANY

E. J. Ducayet  
 President



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
03:JEG:so-367  
IRN9-2

6 November 1969

*BELL*  
*H. J. Gallagher*

Mr. A. H. Zanganeh, Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

We are indeed pleased to hear that you have made arrangements for a meeting to discuss the sale of a JetRanger to Mr. Maajedi.

Please do keep us informed of your progress.

Good luck.

Sincerely yours,

BELL HELICOPTER COMPANY

John E. Gallagher  
Assistant Area Manager  
International Marketing

**MAAJEDI BROTHERS Co.**

CABLE ADDRESS:

MAAJEDI

POSTAL ADDRESS: BAZAR SOLTANI,

TEHRAN\_IRAN

YOUR REF:

OUR REF:

11 102

DATE:

9 Nov. 1969

Bell Helicopter Company  
Forth Worth, Texas 76101 .  
Post Office Box 482  
U. S. A.

*BELL*  
*[Signature]*

Gentlemen:

We acknowledge receipt of your letter of 9th October in time and we apologize for the delay in our reply.

We noted with pleasure your representative in our country. We have contacted Mr. A. H. Zanganeh and are studying the subject. As soon as we decided, we shall get in touch with the above gentleman <sup>again</sup> to clarify all subject.

Thanking you, we are

Yours faithfully,

MAAJEDI BROTHERS COMPANY

rahg

cc: Mr. A. H. Zanganeh ✓

|                   |            |
|-------------------|------------|
| ENGINEERING       | KNOX       |
| SUPPLY            | KHORRAM    |
| OPERATION         | AYOOD KHAN |
| ACCOUNTS          | RABII      |
| ADMINISTRATION    | ZAVEN      |
| MANAGING DIR: [ ] | ZANGANEH   |

DEALING IN: INDUSTRIAL SEWING MACHINES. KNITTING MACHINES AND ALL KIND OF TEXTILE MACHINES.  
AS AGENTS, IMPORTERS & GENERAL MERCHANTS.  
OFFICE & SHOW ROOM: NOS 32 TO 38 & 28 TO 48 BAZAR SOLTANI, TEHRAN, IRAN.

*Handwritten scribble*

NNNN  
FT619  
GMF237 WUA108  
TDGI TLX FORT WORTH TEX 19 2 300P EST

452  
DEC 19 1958

LT AIR TAXI TEHRANIRAN

Z ANGANEH URGENTLY NEED YOUR DECISION ON ATTENDANCE AT BELL SALES  
CONFERENCE 7-9 JANUARY

TAYLOR BELLCRAFT

COLL 7-9

259

*Handwritten scribble*

OFT1132  
UWTA 49/48 3 309P EDT

AIR TAXI TEHRANIRAN

*Handwritten scribble*  
4/12  
29  
DEC 1958

ZANJANEH TAYLOR AND RAMSEY OF BELL WASHINGTON OFFICE VISITING  
EUROPE THIRD WEEK DECEMBER STOP INTEND TO HANDCARRY TO YOU COBRA  
PROPOSAL STOP URGENTLY REQUEST NAME AND ADDRESS TO WHICH PROPOSAL  
SHOULD BE DIRECTED STOP WILL INFORM YOU ARRIVAL DATE  
WHEN KNOWN STOP RESARDS  
TAYLOR BELLCRAFT

FILM

COL NTL



Del

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 48992  
611967

Cable Tehran AIR TAXI

Date December 6, 1969

No. ....

Yr. Ref. ....



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی : تهران ارتاکسی

..... تاریخ

..... شماره

L/T

C A B L E

BELLCRAFT ~~FORT WORTH~~ TEXAS (U.S.A.)

ATTENTION TAYLOR RE: YOUR CABLE PLAN TO ATTEND

MEETING WILL CABLE ARRIVAL

REGARDS

ZANGANEH AIRTAXI

*[Handwritten signature]*

| HELI-COPTER COMPANY  |             | PERMIT LICENSE  |            | Dec. 9, 1969 |              | 69-27A     |                     |
|--|-------------|---|------------|--------------|--------------|------------|---------------------|
| CUST. ORDER NO.  |             | TERMS   |            |              |              |            |                     |
| NO.  | TYPE        | CONT.   | NET WT.    | GROSS WT.    | LENGTH       | WIDTH      | HEIGHT              |
| Air Taxi Company<br>Mehrabad Airport<br>Tehran, Iran   |             |   |            |              |              |            |                     |
| <b>PROFORMA INVOICE</b>  |             |   |            |              |              |            |                     |
| LCSE   | SHIPPED VIA | PP. OR CREDIT   | TOTALS     | CODE         |              |            |                     |
| ITEM NO.   | PART NUMBER | NOMENCLATURE  | ORDER QTY. | U / S        | SHIPPED QTY. | UNIT PRICE | TOTAL PRICE         |
| 1  |             | Bell Model 206A JetRanger Helicopter in standard configuration on skid landing gear | 1          |              |              |            | 57,125.00           |
| 2  |             | Flight Instrument Group, installed 206-706-323-3                                    | 1          |              |              |            | 2,720.00            |
| 3  |             | Dual Controls, installed 206-706-006-5  | 1          |              |              |            | 1,165.75            |
| 4  |             | Stability & Control Augmentation System, installed 206-706-305-7                    | 1          |              |              |            | 12,750.00           |
| 5  |             | Directional Hydraulic Power Control Kit (YAW), installed 206-706-060-1              | 1          |              |              |            | 637.50              |
| 6  |             | Fire Detection System, installed 206-706-309-9                                      | 1          |              |              |            | 1,270.75            |
| 7  |             | Fire Extinguisher System, installed 206-706-310-3                                   |            |              |              |            | 845.75              |
| 8  |             | Hour Meter, installed as basic equipment  |            |              |              | No Charge  |                     |
| 9  |             | Rotor Brake, installed 206-706-009-1  | 1          |              |              |            | 1,165.75            |
| 10   |             | Internal Cargo Platform 206-706-016-1   | 1          |              |              |            | 562.25              |
| 11   |             | Custom Deluxe Cabin Interior, installed 206-987-024-9                               | 1          |              |              |            | 1,135.75            |
| 12   |             | King KTR-600VHF Transceiver installed   | 1          |              |              |            | 3,199.30            |
| 13   |             | King KDF-600 ADF, installed   | 1          |              |              |            | 3,460.75            |
| 14   |             | Sundair ASB-100 SEB, installed  | 1          |              |              |            | 3,312.70            |
| 15   |             | Grating for Ocean Shipment  | 1          |              |              |            | 3,459.00            |
| F.O.B. FT. WORTH, TEXAS<br>Inland Freight to Houston<br>Brokerage, Wharfage, etc.<br>Ocean Freight to Bandar-Shahpour<br>C & F BANDAR-SHAHPOUR |             |   |            |              |              | 153,972.25 | 163.00              |
| Delivery 60 to 90 days after receipt of firm order.  |             |   |            |              |              | 80.00      | 2,442.00            |
|  |             |   |            |              |              |            | <b>\$141,587.25</b> |

BT000

THE 100

10TH

TELETYPE UNIT

LT

AIR TAXI TEHRAN IRAN

588

Handwritten signature and date: 0930 11-12

111 250 1363

ZANGANEH VERY PLEASED YOU CAN ATTEND MEETING STCP HOTEL  
RESERVATIONS MADE WESTERN HILLS INN STCP PLEASE INFORM  
ARRIVAL TIME WILL MEET YOU

TAYLOR BELCRAFT

BELL

~~Handwritten signature~~



LT

AIR TAXI TEHRAN IRAN

ZANGANEH VERY PLEASED YOU CAN ATTEND MEETING STCP HOTEL  
RESERVATIONS MADE WESTERN HILLS INN STCP PLEASE INFORM  
ARRIVAL TIME WILL MEET YOU

TAYLOR BELCRAFT

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 12th Dec., 69.

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
تلفن ۶۸۹۹۲ }  
۶۱۱۹۶۷ }

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

BELL  
✓

C A B L E

BELLCRAFT PORT WORTH TEXAS (U.S.A.)

ATTENTION TAYLOR REYOURCAB SELF VISITING EUROPE

THIRD WEEK DECEMBER STOP CABLE YOUR ITINERARY

AND ADDRESSES STOP HANDCARRY COBRA FILM AND BROCHURES

ZANGANEH AIRTAXI

HOME:  
20, MAVRONICHALI ST.  
KIPISSIA - ATHENS, GREECE  
TEL. 504-032

OFFICE: G/D AVIONIS  
12-14 KAR. SERVAS, ST.  
ATHENS, 122 GREECE  
TEL. 222.221

16-19 Dec. 69

WILLIAM W. WALLACE  
FIELD SERVICE REPRESENTATIVE  
EUROPE - AFRICA

BELL HELICOPTER COMPANY  
DUTLER B-TW P.O. BOX 482 FORT WORTH, TEXAS 76101

16-19/Dec. '69

ROBERT L. RAMSEY  
INTERNATIONAL MARKETING  
WASHINGTON REPRESENTATIVE

BELL HELICOPTER COMPANY  
SUITE 400 WASHINGTON, D. C. 20036  
1000 CONNECTICUT AVE., N. W. 888-8191

16-19/Dec. 69.

(817) 280-3508

RONALD E. E. TAYLOR  
INTERNATIONAL AREA MANAGER

 BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68592  
611967

Cable Tehran AIR TAXI  
Date ..... 17th Dec. 69.

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

C A B L E

LT

IRANCARGO LONDON (England)

ATTENTION GALUSTIAN PLEASE ADVISE MR ZANGANEH TAYLOR  
AND WALLACE OF BELLCRAFT ARRIVED TEHRAN TUESDAY SIXTEENTH  
WILL LEAVE TO USA FRIDAY NINETEENTH DECEMBER BY BOAC  
FLIGHT 919 ARRIVING LONDON 11.30 FRIDAY NINETEENTH  
PLEASE CONTACT THEM IN INTERNATIONAL TERMINAL LONDON  
AIRPORT TWA AMBASSADOR CLUB WHERE THEY WILL STAY THREE  
HOURS ONLY REGARDS

AIR TAXI

NNNN

ZCZC IRF702

TEHERAN 54 17 1945

*BELL*

LT

HOTEL CLARIDGE CHAMPS ELYSES PARIS

ATTENTION MR ZANGANEH TAYLOR AND WALLACE OF BELLCRAFT

ARRIVED TEHERAN TUESDAY SIXTEENTH WILL LEAVE TO USA .

FRIDAY NINETEENTH DECEMBER BY BOAC FLIGHT 919 ARRIVING

LONDON 11.30 FRIDAY NINETEENTH PLEASE CONTACT THEM

INTERNATIONAL TERMINAL LONDON AIRPORT TWO AMBASSADOR

CLUB WHERE THEY WILL STAY THREE HOURS ONLY REGARDS

AIRTAXI

COLL LT 919 11.30

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 17th Dec. 69.

No. ....

Yr. Ref. ....

*BELL*  
A →



(A/11/22)  
BELL  
شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷

تلفگرافی : تهران ارتاکسی

..... تاریخ

..... شماره

C A B L E

LT

HOTEL CLARIDGE CHAMPS ELYSES P A R I S  
(France)

ATTENTION MR ZANGANEH TAYLOR AND WALLACE OF BELLCRAFT  
ARRIVED TEHRAN TUESDAY SIXTEENTH WILL LEAVE TO USA  
FRIDAY NINETEENTH DECEMBER BY BOAC FLIGHT 919 ARRIVING  
LONDON 11.30 FRIDAY NINETEENTH PLEASE CONTACT THEM  
IN INTERNATIONAL TERMINAL LONDON AIRPORT TWA AMBASSADOR  
CLUB WHERE THEY WILL STAY THREE HOURS ONLY REGARDS

AIR TAXI

*M*





**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی  
مهرآبادDate December 27 1969.

تاریخ .....

From . A.H. Zanganeh, Managing Director.

کوینده

To

گیرنده

Request

مورد درخواست.

On my return from Europe I received a Huey Cobra film and proposal which Mr. Taylor left with Mr. Iranzad during my absence. In a dinner party given at the residence of General Khatami - His Imperial Majesty, The Queen, Princess Fatemeh and the Prime Minister saw the film. His Imperial Majesty displayed great interest in the film and raised several questions. I gave the necessary explanations to His Imperial Majesty. HIM was most impressed with the Huey Cobra capabilities and pointed out the great possibility of utilising this helicopter in the Iranian Forces. I immediately communicated the result of His Imperial Majesty's interest and comments to Bell's representative.

امضاء

Action Taken

A. H. Zanganeh -  
Sgd.....

اقدام انجام شده

امضاء

Sgd.....

A - 224

AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD  
Tel. 68992  
611967

یادداشت داخلی

Date Dec 27, 69 = ۴۸/۱۲/۶۹ تاریخ

مهر آباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷  
کویتده  
آبای زنگنه

From

To

Request

میرزا محبت آبی از زنگنه از مسافرت اروپا فیلیم و سیزده ساله Huseynbe  
 راننده آبی Taylor همراه آورده و نزد آبی ایران آزاد کرده بود  
 به زنگنه تحویل کردید. طی حقیقتی در منزل آبی همانند فروردین گذشته  
 فیلیم Huseynbe بنابر گذارشته شد و اعلیحضرت همایونی سر به نور شد  
 فاطمه و نکت وزیر فیلیم فروردین را ملا حظ نمودند. اعلیحضرت فیلیم را برکت  
 مشایخه نمودند در حد نوبت نشوالاتی فرمودند هم جواب و توضیحات لازم توسط  
 آبی زنگنه داده شد. بطور کلی از فیلیم هم انواع امکانات Huseynbe را  
 متن مدارک خود فرمودند و فرمودند فیلیم احتمال دارد این هلیکوپتر در خدمت  
 میوزیک هتلی ایران درآید. مراتب بازگردانده از فیلیم Huseynbe  
 و اقدامات شناسایی و بطور دقیق، بلایع نامیدگان Bee رسد  
 امضاء

Action Taken

Sgd .....  
اقدام انجام شده

امضاء

Sgd .....

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date December 29, 1969.

No. 21/42013

Yr. Ref. ....



شركة هواپیمائی ارتاکسی  
فروگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷

تلفرانی : تهران ارتاکسی

تاریخ .....

شماره .....

Mr. F.F.F. Taylor,  
Bell Helicopter Co.,  
P.O. Box 402,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Dear Mr. Taylor,

Somehow we seemed to have missed each other in London. After Mr. Iranzad's cable reached me in Paris I took the first flight to London which, unfortunately, was delayed and arrived one hour after your BOAC arrival - this was due to the unforeseen airport strike in Paris.

As requested by you, upon my arrival in London, I went to the Ambassadors Club at the International Terminal and looked everywhere for you until 1600 hours. Finally, with the great help of the TWA and BOAC staff I learned that instead of waiting three hours you left London on the first BOAC flight for the United States.

I am very sorry for the time which was wasted because in your previous cable you did not mention that you intended to visit Teheran, secondly my cable dated the 17th inst. requesting your itinerary was unanswered.

No doubt, by meeting either in Europe or Teheran we could have saved time discussing mutual points of interest and forthcoming plans. Therefore, please find, hereunder, my points to which I would appreciate a favourable and immediate reply in order that we may have a better and clearer picture of this business.

On my return to Teheran Mr. Iranzad handed to me the Hueycobra film, brochures and proposals - I will arrange an immediate presentation of same to His Majesty and the Authorities concerned. In the event that your proposals are found to be interesting, we will do our best at this end to give you all assistance possible. You are well aware that unless you can provide.....

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date Dec. 24, 1969.

No. 21/42013 (Contd.)

Yr. Ref. ....



شرکت هوایی ایرانی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

۶۸۹۹۲ } تلنن

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....


- 2 -

financing of this deal through the U.S. Government 'Tranch' or, alternatively, arrange better and lower long-term credit facilities than Agusta, the deal will finally be diverted to them.

Since the interested party will be leaving the country within two weeks for a period of one month, I should make arrangements before his departure. Under these circumstances I regret that I will not be able to attend the Bell Sales Conference from January 7th to 9th. I will cable you my arrival if otherwise.

Looking forward to meeting you somewhere, somehow, I remain dear Mr. Taylor,

Yours truly,  
AIR TAXI COMPANY,

  
A.H. Zanganeh,  
Managing Director.



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
04:REET:tm:5745

29 January 1970

بالمصطفیٰ ناز زنگنه مورخ ۱/۲۹/۷۰

Mr. A. H. Zanganeh  
Air Taxi Co.  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

Thank you for your letters dated 27 and 29 December. I must apologize for the delay in replying but, as you probably know, we have had a sales meeting here followed by the Helicopter Association Convention in Las Vegas.

I cannot understand how I missed you in London as I arrived at the Ambassadors Club at 1300 hours and, as my Panam flight was delayed due to mechanical troubles, I did not leave there until 2000 hours that night. I made repeated inquiries with the hostess which, we know now, was of no value.

I wish to confirm the cable I sent you detailing the largest discount rate we could offer on the sale of a JetRanger to His Royal Highness. Our cable read as follows:

"ZANGANEH REUR CABLE AND OUR PROFORMA INVOICE 6927A STOP ON THIS SALE ONLY WE ARE PREPARED TO GRANT YOU THE MAXIMUM DISCOUNT AUTHORIZED BY MANAGEMENT STOP TEN PERCENT ON HELICOPTER TWENTY PERCENT ON INSTALLED ACCESSORIES TOP DISCOUNT PRICING AS FOLLOWS STOP ITEM ONE 94500 DOLLARS ITEM TWO 2560 ITEM THREE 1116 ITEM FOUR 12000 ITEM FIVE 600 ITEM SIX 1196 ITEM SEVEN 796 ITEM EIGHT NO CHARGE ITEM NINE 1116 ITEM TEN 548 ITEM ELEVEN 1116 ITEM TWELVE 4613.60 ITEM THIRTEEN 4854 ITEM FOURTEEN 4722.40 ITEM FIFTEEN 3450 TOTAL 133188 STOP OCEAN SHIPMENT ESTIMATED 2442 DOLLARS WITHOUT INSURANCE AND OCEAN CRATING IS 3450 GIVING ESTIMATED TOTAL 5892 DOLLARS FOR OCEAN FREIGHT STOP AIR SHIPMENT WITHOUT INSURANCE ESTIMATED 7000 AND AIR FREIGHT CRATING IS 1850 GIVING ESTIMATED TOTAL OF 8850 DOLLARS FOR AIR FREIGHT STOP THE ADDITIONAL CHARGE OF APPROXIMATELY 5000 DOLLARS FOR AIR FREIGHT IN OUR EXPERIENCE IS PREFERABLE TO LONG OCEAN VOYAGE STOP REGARDS"



Mr. A. H. Zanganeh  
Page two

29 January 1970  
04:REET:tm:5745

In your letter dated 27 December, you mentioned that His Royal Highness was under the impression that I offered him a special discount. This could hardly be the case as at the time of our meeting, I did not know that His Royal Highness was considering the purchase of a JetRanger. It was not until Mr. Iranzad called me at the Hilton after the meeting that I was told the pro forma invoice we had sent you was indeed for the JetRanger His Royal Highness was considering buying. Had I known before the meeting, I could have put a much stronger sales pitch. As it was, our conversation mainly concerned the proposal for the Cobra which I left with HRH.

I had agreed with you that it is very important that we consummate the sale of this JetRanger as it might well have an effect on future sales; it being my understanding that there is a possible requirement of up to 160 helicopters of various types required by the Iranian armed forces in the near future. In this regard would you please try to obtain from General Tufanian the requirements of the armed forces and express our desire to submit the proposals to him.

I am presently negotiating with a company in the United States for the possibility of financing through an oil barter exchange. When the results of these investigations are final, it is my intention to spend some time with you so that we may present this proposal to the appropriate authority. Naturally before I can proceed with this, I need to know from you an approximate dollar value.

I will ensure that I give you adequate notice of my arrival to avoid the confusion I caused last time. I would, at this time, like to pass my thanks to Mr. Iranzad for his help and cooperation during my last visit.

It would be very much appreciated if you could keep me fully in the picture as I notice from our files that we are not receiving your Monthly Activity Reports which should be forwarded to me as a matter of routine.

It was regrettable that you could not attend the International Sales Meeting as there was a very useful exchange of information which I am sure would have been of assistance to you.



Mr. A. H. Zanganeh  
Page three

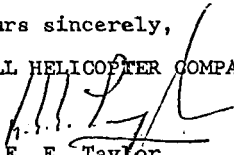
29 January 1970  
04:REET:tm:5745

It is my intention to spend a much longer time with you during my next visit so that we may discuss programs of the coming year.

My best personal regards.

Yours sincerely,

BELL HELICOPTER COMPANY



R. E. E. Taylor  
International Area Manager



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date March 1, 1970.No. 21/42420

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

تلفرانی : تهران ارتاکسی

تاریخ .....

شماره .....

Mr. R.F.E. Taylor,  
International Area Manager,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Dear Mr. Taylor,

Thank you for your letter dated January 29, 1970, which I received a few days ago. I was out of Teheran for a period of two weeks on an inspection tour of the Southern area.

Regarding the JetRanger deal of His Royal Highness, the Letter of Credit is now in the process of being opened after the discount matter was solved by us sacrificing a part of our commission, but His Royal Highness called me this morning and spoke of a promise you made to him on your last visit regarding changing the engine of his helicopter with your first available new engine. I, personally, am not quite clear how this exchange can be done. Please let me know how you wish to handle this. His Royal Highness also stated that if within a few months you will have the new engine installed in a JetRanger he would rather wait.

Please let me have an answer by cable as soon as possible in order that I may have a better picture before committing myself with any promises.

Regarding the 160 helicopters you mention, the authorities have been out of the country for some time and are not yet back and I am unable to give you any answer about these helicopters, but I would appreciate it if you could give me some more details of the result of the oil barter exchange you mention which I find most interesting.

Looking forward to hearing from you at your earliest convenience I remain, dear Mr. Taylor,

Yours sincerely,  
AIR TAXI COMPANY,

A.H. Zanganeh,

1317

14-)  
170.

در اول رسد

17 MAR 1970

FT1622

ZCZC GMF089

WUB733 IRTN HL UWTX 030

TDGI TLX FORT WORTH TEX 30 13 1103P EST VIA WUI

LT

AIR TAXI TEHRANIRAN

REURLETTER 8 MAR 1970 BEGINNING MANUFACTURE OF AIRCRAFT STOP  
PLEASE REMIT SIGNED SEPA AND DEPOSIT STOP WILL NOTIFY DELIVERY  
DATE EARLY NEXT WEEK REGARDS  
GALLAGHER BELLCRAFT

COLL 8 1970

FT1679/GMF311

CD FORT WORTH TEX 55 20 316P EST VIA WUI

21 MAR 1970

1717

*[Handwritten signature]*  
2-3  
?

LT  
AIR TAXI  
TEHERANIRAN

WOULD APPRECIATE IF YOU WOULD INFORM ME DETAILS OF  
METHODS OF DEPOSIT PAYMENT FOR JETRANGER AS WORK ON HELICOPTER  
CANNOT COMMENCE WITHOUT EXPORT AGREEMENT AND DEPOSIT STOP .  
WOULD STRONGLY RECOMMEND INCLUDING IN EQUIPMENT WATER ALCOHOL  
AUGMENTATION PRICE THREE THOUSAND DOLLARS THIS GREATLY  
IMPROVES PERFORMANCE IN HOT WEATHER BEST REGARDS  
TAYLOR BELLCRAFT

COL LT



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

11 March 1970

In reply refer to:  
04:JEG:ds:202  
IRN 0-2

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

We acknowledge receipt of your letter 1 March 1970.

With regard to His Royal Highness' JetRanger, I suggest we continue a purchase on the basis of our existing equipment.

As you know, we have a program, in line with our normal state of the art development, to test and evaluate the Allison 250 C-20 400hp engine.

At this particular juncture in our program, we have not officially committed this engine to the production line timetable. As a result we do not expect the higher rated engine and aircraft combination to be ready before the end of 1972. I fully realize the position this puts us in; however, the facts remain as stated in the above paragraph.

At such time the 250 C-20 engine becomes available, His Royal Highness can uprate the current Blue Ribbon engine during the overhaul at a reasonable price.

As an interim measure to the problem, may I suggest incorporation of our water alcohol kit. Realizing that the limiting factor of the current engine is temperature, the operator merely activates a switch on the pilot control panel, injecting a water-alcohol combination into the engine, therefore decreasing the temperature and as a result giving him greater utilization of the available horsepower.

This kit has been extensively tested in climates similar to that in Iran.



Mr. Zanganeh  
Page two

04:JEG:ds:202  
11 March 1970

I realize that this doesn't help you much, but if I can be of any further assistance, please don't hesitate to contact me.

Best personal regards.

Sincerely,

BELL HELICOPTER COMPANY

*John E. Gallagher Jr.*  
John E. Gallagher, Jr.  
Regional Sales Representative

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 23rd March 70.

No.....

Yr. Ref.....



شرکت هواپیمائی ارتاکسی

فروگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲  
۶۱۱۹۶۷

تلگراف: تهران ارتاکسی

..... تاریخ

..... شماره

C A B L E

LT

BELLCRAFT FORT WORTH TEXAS (U.S.A.)

ATTENTION TAYLOR REUF-CAS TWENTIETH DUE NEWYEAR  
HOLIDAYS HRN UNAVAILABLE WILL CABLE DFTAILS UPON  
HIS RETURN REGARDS

ZANGANEH AIRTAXI

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date April 8, 1970

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فروگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی : تهران ارتاکسی

تاریخ .....

شماره .....

C A B L E

BELLCRAFT FORT WORTH TEXAS (USA)

ATTN TAYLOR REGRET HRH UNEXPECTEDLY CANCELLED

ORDER JETRANGER

ZANGANEH AIRTAXI

*A*

NNN  
ZCZC AIT2677 TCE176 MLP460  
IRTN HL LITX Q29  
TDGI TLX FORT WORTH TEX 29 842P EST

424

*16/4*  
*0970*

*11.4.70*

LT  
AIR TAXI  
TEHRANIRAN

ATTENTION JANGANEH PERTURBED AND DISTRESSED AT CANCELLATION  
OF VERY IMPORTANT JETRANGER ORDER WOULD VERY MUCH APPRECIATE  
CONFIDENTIAL LETTER EXPLAINING REASON BEST PERSONAL REGARDS  
TAYLOR BELLCRAFT



In reply refer to:  
18:JEG:cr-339

23 April 1970

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

In view of our increased sales effort, it is necessary that we receive monthly activity reports to aid us in forecasting sales and preparing budgetary allocations.

In these monthly reports, we request that you particularly stress the full name of the customer, his address and type of operation along with the normal information concerning the type of aircraft desired. In addition, please provide us with the current status of negotiations with these prospective customers.

I realize that these reports are sometimes difficult; however, they will enable us to anticipate sensitive questions from the customer and thus prepare us for immediate response when necessary for you to consummate the sale.

These activity reports are of vital importance in establishing and maintaining a functional flow of action to preclude unnecessary delays. It isn't necessary that these reports be on the standard forms; an informal letter will be quite sufficient.

Thank you for your assistance.

Sincerely,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
International Sales Representative

1. Price Increase!  
2. Reduction of Commission!

FTH679

UNF007

FORT WORTH TEX 393 /380 29 544 A EDT

1504

29/5/77

28/5  
BELL

AIR TAXI AIR TAXI COMPANY TEHERAN IRAN

ATTN: A H ZANGANEH THE FOLLOWING INFORMATION IS FOR YOUR  
ADVANCE PLANNING AND IS BEING IMMEDIATELY CONFIRMED BY LETTER PRICE  
INCREASES HAVE BECOME NECESSARY DUE TO INCREASED COST OF LABOR  
AND MATERIAL IN ADDITION ENGINEERING CHANGES IMPROVING APPEARANCE  
PERFORMANCE AND COST EFFECTIVENESS OF

FTH679 AIR TAXI PAGE 2/50

BY

THE HELICOPTERS HAVE BEEN INCORPORATED IN NEW PRODUCTION  
WITH THE PRICE INCREASES SUBSTANTIALLY IMPROVED COMMISSIONS HAVE  
BEEN PROVIDED FOR MODELS 206A 206A-1 AND 212 THE NEW COMMISSIONS  
ON MODEL 475 RECOGNIZE THE SQUEEZE BETWEEN INCREASING  
COST AND THE NECESSITY FOR KEEPING THE PRICE COMPATIBLE WITH THE  
MARKET AND HAVE BEEN

FTH679 AIR TAXI PAGE 3/50

MODERATELY REDUCED ON THE BASIC AIRCRAFT UNFORTUNATELY IT HAS  
BEEN NECESSARY TO REDUCE THE PERCENTAGE OF YOUR COMMISSIONS ON  
SPARE PARTS FOLLOWING IS A REVISED  
PRICE AND REPRESENTATIVE

DISCOUNT STRUCTRE MODEL LIST PRICE DLRS

DISCOUNT PER CENT 476-38 -2 60,000 7 1/ 2 476-4A 58,000 7 1/2

206 A 112 ,800

FTH679 AIR TAXI PAGE 4/50

206A1 -1 425,000 4 212 575,000 4 ALL SPARE PARTS ARE

AVAILABLE TO THE COMPANY



ETH679 AIR TAXI PAGE 5/50

NEW PRICE STRUCTURE INCLUDES 12 TO 16 HOURS OF ROUND SCHOOL AND FIVE HOURS OF TRANSITION FLIGHT TRAINING FOR ONE PILOT IN THE CUSTOMERS HELICOPTER AFTER ACCEPTANCE AT THE BELL FACILITY IT ALSO INCLUDES THE BELL N STANDARDFIELD MAINTENANCE OR OVERHAUL COURSE OF THREE WEEKS DURATION FOR ONE MECHANIC BELL

ETH679 AIR TAXI PAGE 6/50

ALL HONOR ALL FIRM PURCHASE AGREEMENTS ACCEPTED BY BELL BY 20 MAY 1970 IN ADDITION NEW PURCHASE AGREEMENTS WITH APPROPRIATE DEPOSITS RECEIVED AND ACCEPTED BY BELL PRIOR TO 15 JUNE 1970 WILL BE HONORED AT THE OLD PRICE PROVIDED DELIVERY IS SCHEDULED NOT LATER THAN 15 AUGUST 1970 THE REVISED

ETH679 AIR TAXI PAGE 7/50

DISCOUNTS ON HELICOPTERS AND ACCESSORIES WILL APPLY ONLY WHEN HELICOPTERS ARE SOLD IN ACCORDANCE WITH THE REVISED PRICE POLICY THE FOLLOWING DEPOSITS ARE REQUIRED WITH NEW FIRM ORDERS MODEL PER HELICOPTERS DLRS 47 SDIES 5,000 206 SERIES 10,000 205A-1 35,000 212 50,000 YOU CAN SUBSTANTIALLY INCREASE YOUR DISCOUNT IF YOU TAKE

ETH679 AIR TAXI PAGE 8/50

AN INVESTMENT POSITION IN THE MARKETPLACE AND QUALIFY AS A BELL DEALER IN TERMS OF MARKETING ORGANIZATION MANPOWER FACILITIES EQUIPMENT MAINTENANCE AND SPARE PARTS

FRANK M SYLVESTER BELLCRAFT

FIRST READ OK CK 303/370 PBT 303/370

DLR 206A 205A-1 212 478 476-38 -2 60,000 7 1/ 2 476-4A 58,000 7  
1/2 206 A 110,000 7 1/2  
205A-1 405,000 4 212 575,000 4 12 12 1  
20 1970 15 1970

15 1970 47 5,000 206 10,000 205A-1 35,000 212 50,000

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی  
مهرآباد

Date June 10 1970.

تاریخ.....

From K. Iranzad, Sales Manager.

گوینده

To

گیرنده

request

مورد درخواست

A meeting took place at Air Taxi Co. with the participation of Col. Vali, Commander of the IINA (NAVAIR) and Major Tohidi, Chief of Material. The purpose of the meeting was the cooperation of Air Taxi Co. in respect of supplying the requirements of Navair in general in as much as Navair receives very poor support from Agusta. At this meeting Col. Vali assigned Major Tohidi to be the Coordinating Officer with Air Taxi Co. for the future support of Bell Helicopter Co. Col Vali, being a close friend of Mr. Zanganeh, agreed to hold regular weekly meetings every thursday from 9-10 am at Air Taxi's offices. At these weekly meetings other Navair Officers are to be present.

N.B. Thursdays and Fridays are official holidays for the Iranian Armed Forces.

امضاء

Action Taken

Sgd.....

اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

MEHRABAD

Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date June 10, 70. = ۲۹, ۳, ۲۱ تاریخ

ارتاکسی

مهرآباد

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

کوینده رخ - ایران راز

From

To

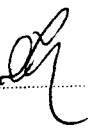
Request

جناب با حضور جناب سرمنگ والی و نامی هوا نروزی  
در هم شرکت ارتاکسی تشکیل شد. هدف ارتاکسی جناب  
هوا نروزی شرکت ارتاکسی در رفع نیازهای هوا نروزی  
بجای لکلی از Aquata نا امانی هستند بوی در این  
صوب از طرف هوا نروزی سرگرد می آید که تو حیدی (در شتر ماتی)  
شرکت نموده بوی در بدو شرکت والی سمیت رابط معرفی  
شد. منظور همکاری شتر و اولاد گنجهای بعدی توسط Bee  
مورد کرده شرکت والی که از دوستان شرکت هم ترنگه هستند

گیرنده  
مورد درخواست

Sgd ..... اقدام انجام شده  
امضاء  
Action Taken  
مکتب جناب حقیقی روزی پنجشنبه در تطبیق رسمی نروزی  
مسلح شدند هم میباید از ساعت ۹ تا ۱۰ صبح در دفتر  
شرکت ارتاکسی سرکار نمایند و افزون هوا نروزی شرکت نمایند.

امضاء

Sgd 



## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made June 15, 1970, between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

Air Taxi Company of Mehrabad Airport  
Tehran, Iran

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in Iran

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

(a) To use his best efforts —

- (1) To promote the reputation and the sale of the Listed Products in the Territory.
- (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's standard Export Purchase Agreement at Bell's export list prices then in effect.
- (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.

(b) To furnish necessary technical advice and product support to customers including:

- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
- (2) Assist in and/or conduct demonstrations of Listed Products.
- (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
- (4) Serve in a liaison capacity between the customers and Bell.
- (5) Assist the customer in spare parts support for the Listed Products.

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant-in-aid deliveries), and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

## 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority —

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

## 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:

(1) Death or incapacity of the Representative.

(2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.

(3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

7. SUCCESSION.

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AIR TAXI COMPANY  
Representative  
By [Signature]  
A.H. Zarganeh  
(Title) Managing Director

BELL HELICOPTER COMPANY  
Division of Textron Inc.  
By [Signature]  
(Title) Authorized Representative

[Signature]  
Witness K. Iranzad

[Signature]  
Witness: R. Gene Autry

SCHEDULE A(To Manufacturer's Foreign Representative Agreement Dated 6-15-70)LISTED PRODUCTS AND APPLICABLE COMMISSIONS

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Manufacturer's Foreign Representative Agreement to which this Schedule is attached. The commissions payable to the Representative in accordance with Section 4(a) of such Agreement are set forth below.

Standard Export Purchase Agreements Covering One (1) to Five (5) Helicopters:

| <u>Listed Products</u> | <u>Commission on Basic Helicopters</u> |
|------------------------|--|
| 47 Series              | 7.5%                                   |
| 205A                   | 4.0%                                   |
| 206A                   | 7.5%                                   |
| UH-1, OH-13, AH-1G     | To be negotiated                       |

Standard Export Purchase Agreements Covering More Than Five (5) Helicopters:

| <u>Listed Products</u>        | <u>Commission</u> |
|-------------------------------|-------------------|
| Same products as listed above | To be Negotiated  |

Standard Export Purchase Agreements Covering Spare Parts and Accessories:

| <u>Listed Products</u>   | <u>Commission on Spare Parts and Accessories</u> |
|--|--|
| Spare Parts & Accessories applicable to products listed above  | 10%  |
| Dry and Wet Chemical Applicators, Nozzles and Related Engine and Airframe Parts required for Applicator Installation | 10%  |
| Engines and Engine Parts other than associated with applicator installation and accessories                          | To be negotiated                                 |
| Special Equipment  | To be negotiated                                 |

This Schedule A revision is effective 15 June 1970

|   |  |
|---|--|
| <p><u>AIR TAXI COMPANY</u></p> <p>Representative _____</p> <p>By: <u>[Signature]</u></p> <p>(Title) <u>A.H. Zanganeh</u><br/><u>Managing Director</u></p> <p>Witness <u>[Signature]</u><br/><u>K. Iranzad</u></p> | <p><u>BELL HELICOPTER COMPANY</u></p> <p>Division of Textron Inc.</p> <p>By: <u>[Signature]</u></p> <p>(Title) <u>Authorized Representative</u></p> <p>Witness <u>[Signature]</u><br/><u>R. Gene Autry</u></p> |
|---|--|





# BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Extron** COMPANY

In reply refer to:  
F4:RGA:1a-2188

17 June 1971

Consulate of Iran  
3400 Washington Street  
San Francisco, California 94118

Attention: Mr. Faghih

Dear Sir:

Please find enclosed our Manufacturer's Foreign Representative Agreement with Air Taxi Company in Tehran, Iran.

We have notarized the agreement and this letter, and request that you validate both the agreement and letter, and return them to Bell Helicopter Company in the enclosed addressed and postage paid envelope.

Also enclosed is a check in the amount of \$8.40 to cover the charge for validation.

This request is made in order to comply with their governmental requirements for ordering helicopter spare parts for the Iranian Government.

Your cooperation in this matter will be appreciated.

Respectfully,

BELL HELICOPTER COMPANY

R. Gene Autry  
International Marketing  
Administrator

Enclosures

Sworn and subscribed before me on this 17th day of June 1971, Notary Public in and for Tarrant County, Texas. My commission expires June 1, 1973.

سرکسولگری شاهنشاهی ایران در سان فرانسسکو  
 مهروامضای رعایات سرحد  
 راکه در این برگ معاملات (X) مشخص  
 شده بدون عوجه بپردازات متن گواهی میکند.  
 شماره VII تاریخ ۵/۴/۲  
 بهاء ۳۰۰ روال برابر با ۸/۶ دلار

کنز  
 [Handwritten signature]





## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

This Agreement made **June 15, 1970**, between BELL HELICOPTER COMPANY, Division of Bell Aerospace Corporation (hereinafter called "Bell"), and

**Air Taxi Company** of **Mehrabad Airport**  
**Tehran, Iran**

(hereinafter called the "Representative") is made for the purpose of defining the rights and obligations of the parties. If there has been a Manufacturer's Foreign Dealer Agreement or a Manufacturer's Foreign Sales Representative Agreement in effect between the parties, this agreement is a continuation of such relationship, but the terms of this agreement supersede and replace completely all prior agreements.

The parties mutually agree:

### 1. APPOINTMENT AND TERRITORY.

Bell appoints the Representative to sell in **Iran**

the Bell products listed in Schedule A of this Agreement (hereinafter called the Listed Products). Bell shall have the right to make sales of Listed Products to any local or national government within the Territory, or any agency or instrumentality of such government, whether such sales are made directly by Bell or indirectly through the United States Government.

### 2. AGREEMENTS OF REPRESENTATIVE.

The Representative agrees:

(a) To use his best efforts —

- (1) To promote the reputation and the sale of the Listed Products in the Territory.
- (2) To obtain offers to purchase such products from responsible purchasers in the form of Bell's Standard Export Purchase Agreement at Bell's export list prices then in effect.
- (3) Promptly to transmit to Bell any such offers for Bell's acceptance or rejection.

(b) To furnish necessary technical advice and product support to customers including:

- (1) Advise customers relative to technical specifications and available configurations of Listed Products.
- (2) Assist in and/or conduct demonstrations of Listed Products.
- (3) Assist and advise customers in the proper operation and maintenance of Listed Products.
- (4) Serve in a liaison capacity between the customers and Bell.
- (5) Assist the customer in spare parts support for the Listed Products.

(6) Render technical advice and product support on a continuing basis and especially during the post delivery period.

(c) To display, advertise and offer for sale only that part of the Bell product line which has been incorporated as Listed Products in this Agreement.

(d) To permit Bell to inspect his facilities at any time during business hours and to furnish such reports pertaining to his business in the Listed Products as Bell may reasonably request.

(e) To be solely responsible for the payment of all costs and expenses incurred by him in the promotion and sale of the Listed Products.

(f) To permit in any settlement of accounts between the parties an offset of amounts due the Representative for commissions or other reasons against indebtedness of the Representative to Bell.

(g) In order to avoid the use in connection with Bell helicopters of parts or equipment which may interfere with their operation or safety, and to maintain the reputation of Bell products, the Representative agrees to sell and/or use only Bell approved parts for purpose of the maintenance and overhaul of the Listed Products.

### 3. AGREEMENTS OF BELL.

Bell agrees:

(a) To support the Representative in his efforts to promote the sale of the Listed Products, to furnish appropriate sales literature and descriptions of such products, to refer inquiries received from prospective purchasers within the Territory, and generally to render such sales assistance as may in Bell's sole judgment be reasonable and appropriate, without assuming any responsibility for the Representative's sales efforts or any obligation to render assistance beyond what in Bell's sole discretion is deemed adequate.

(b) To permit the Representative to use the Bell Helicopter name and trademark in connection with sales of the Listed Products, but only to the extent and under the conditions which Bell may in writing approve.

(c) To sell and deliver the Listed Products for which the Representative has obtained Bell's Standard Export Purchase Agreements acceptable to Bell and not unreasonably to withhold acceptance of offers to purchase such products obtained by the Representative.

(d) To pay to the Representative compensation as provided in the next succeeding paragraph.

### 4. COMMISSIONS PAYABLE TO THE REPRESENTATIVE.

(a) Subject to paragraphs (b) and (c) below, Bell will pay commissions to the Representative at the rates provided in Schedule A of this Agreement on all sales of the Listed Products made in accordance with Bell's Standard Export Purchase Agreement and concluded by delivery within the Territory.

(b) Bell will pay fair commissions to be negotiated where a sale of Listed Products is made directly by Bell to any local or national government within the Territory or to any agency or instrumentality of such government.

(c) Bell will pay fair commissions to be negotiated where a Listed Product is delivered by or by direction of the United States Government or any agency or instrumentality thereof to a national or local government within the Territory or to any agency or instrumentality thereof, if, but only if:

(1) The Representative was active in developing the requirement for, and the purchase of, the Listed Product (no commissions shall be payable for grant-in-aid deliveries), and

(2) At the time of the initial contractual negotiations between Bell and the United States Government, the Representative had advised Bell that the Listed Product was to be so delivered.

(d) All negotiated commissions shall be due and payable at the time agreed upon between Bell and the Representative in such negotiations. All other commissions shall be due and payable upon the completion of each Standard Export Purchase Agreement by the delivery of the required products and receipt by Bell of full payment therefor. All commissions will be calculated on F.O.B. or fly-away prices, Bell factory.

## 5. GENERAL AGREEMENTS.

(a) The relation created by this Agreement is that of Manufacturer and independent Representative, and neither the Representative nor any of his officers, agents, salesmen or employees shall have any right or authority —

- (1) To conduct any business in the name of or for the account of Bell.
- (2) To make any proposals, promises, warranties, guaranties or representations with regard to any Bell product.
- (3) To assume or create any obligation of any kind, express or implied, on behalf of Bell.
- (4) To enter into contracts or commitments in the name of Bell.
- (5) To make any promise or representation with respect to any matter in the name of or on behalf of Bell.
- (6) To bind Bell in any respect whatsoever.

(b) Bell may from time to time, without notice, make such changes in its Standard Export Purchase Agreement and its export list prices as Bell may determine, but no such change shall apply to any orders for which Bell shall have previously accepted its Standard Export Purchase Agreement.

(c) Schedule A hereto may from time to time be revised in any respect by mutual agreement of the parties expressed by their official signatures upon such revision, without affecting any other provision of this Agreement, but no letter, telegram or other communication between the parties hereto shall become a part of or in any way modify or change this Agreement unless it is distinctly stated in such communication that it is to become a part of this Agreement by attachment thereto and bears the official signatures of both parties, which may be accomplished by separate signatures of duplicate counterparts of such communication and exchange of same.

(d) This Agreement is to be governed by and construed under the laws of the State of New York, U.S.A. If any provision of this Agreement shall be considered or held by any authority or court having jurisdiction over one of the parties or over the subject matter of this contract to be prohibited and/or void, such action shall not affect the validity of the remaining provisions of this Agreement which shall be considered separable from the prohibited or void provision and this Agreement shall thereupon be deemed to be written, or to be re-written, as the case may be, without such prohibited or void provision.

(e) The Representative shall not transfer or assign this Agreement or any part of it in any manner without the written consent of Bell.

## 6. TERM AND TERMINATION.

(a) This Agreement shall become effective on the date hereof and shall continue until the following December 31st and thereafter for periods of one (1) year until terminated by written notice of termination delivered personally or mailed to the other party, by registered, certified or regular mail, to be effective on a date specified in such notice which shall be not less than sixty (60) days after the delivery or mailing of such notice. In the following circumstances this Agreement can be terminated at any time by either party effective immediately upon receipt of notice of termination:

- (1) Death or incapacity of the Representative.
- (2) The institution of any proceedings by or against the Representative under any bankruptcy or insolvency law.
- (3) Any breach by or failure of the other party to comply with any of the provisions of this Agreement which shall have remained uncorrected for thirty (30) days after written notice thereof.

(b) Notwithstanding any such termination, the Representative shall be entitled to commissions upon sales pursuant to Standard Export Purchase Agreements for Listed Products accepted by Bell prior to the effective date of termination, when and if Bell receives full payment therefor.

(c) The Representative shall not be entitled to receive any termination payment or compensation of any nature because of termination of this Agreement.

(d) Neither party shall be liable to the other for damages of any kind or character whatsoever on account of such termination, whether such damage may arise from manufacture of helicopters or parts, or from the loss of prospective profits or commissions on sales or expenses incurred or investments made in connection with the establishment, development or maintenance of the Representative's business, or from any other cause, claim or consideration whatsoever.

**7. SUCCESSION.**

This Agreement shall be binding upon and inure to the benefit of Bell and any person, firm or corporation succeeding to all or substantially all of the helicopter manufacturing business now conducted by Bell.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

|  |  |
|--|--|
| <p style="text-align: center;"><b>AIR TAXI COMPANY</b></p> <hr/> <p>Representative</p> <div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 40px; margin: 5px auto;"></div> <p>By  _____</p> <p style="text-align: center;">A. H. Zanganeh</p> <p>(Title) <b>Managing Director</b></p> <hr/> <p>Witness  _____</p> <p style="text-align: center;">K. Iranzad</p> | <p style="text-align: center;"><b>BELL HELICOPTER COMPANY</b></p> <hr/> <p>Division of Textron Inc.</p> <p>By  _____</p> <p style="text-align: center;">(Title) _____</p> <hr/> <p>Witness _____</p> |
|--|--|



**SCHEDULE A**

(To Manufacturer's Foreign Representative Agreement Dated 6-15-70)

**LISTED PRODUCTS AND APPLICABLE COMMISSIONS**

The Representative is authorized to solicit orders for the Listed Products set forth below in accordance with the terms contained in the Manufacturer's Foreign Representative Agreement to which this Schedule is attached. The commissions payable to the Representative in accordance with Section 4(a) of such Agreement are set forth below.

**Standard Export Purchase Agreements Covering One (1) to Five (5) Helicopters:**

| <u>Listed Products</u> | <u>Commission on Basic Helicopters</u> |
|------------------------|--|
| 47 Series              | 7.5%                                   |
| 205A                   | 4.0%                                   |
| 206A                   | 7.5%                                   |
| UH-1, OH-13, AH-1G     | To be negotiated                       |

**Standard Export Purchase Agreements Covering More Than Five (5) Helicopters:**

| <u>Listed Products</u>        | <u>Commission</u> |
|-------------------------------|-------------------|
| Same products as listed above | To be Negotiated  |

**Standard Export Purchase Agreements Covering Spare Parts and Accessories:**

| <u>Listed Products</u>   | <u>Commission on Spare Parts and Accessories</u> |
|--|--|
| Spare Parts & Accessories applicable to products listed above  | 10%  |
| Dry and Wet Chemical Applicators, Nozzles and Related Engine and Airframe Parts required for Applicator Installation | 10%  |
| Engines and Engine Parts other than associated with applicator installation and accessories                          | To be negotiated                                 |
| Special Equipment  | To be negotiated                                 |

This Schedule A revision is effective 15 June 1970

**AIR TAXI COMPANY**  
 Representative \_\_\_\_\_  
 By [Signature]  
 (Title) A. H. Zenganeh  
Managing Director

**BELL HELICOPTER COMPANY**  
 Division of Textron Inc.  
 By [Signature]  
 (Title) Authorized Representative

Witness [Signature]  
K. Iranzad

Witness \_\_\_\_\_

7011 8884-REV. 6-64

| INTERNATIONAL MARKETING DEPT. |                    |
|-------------------------------|--------------------|
| AUG 7 1970                    |                    |
| Ref. No.                      | 526                |
| Assigned:                     | <i>[Signature]</i> |
| Action:                       | <i>[Signature]</i> |
| Info Copies To:               |                    |
| Vice President                | .....              |
| Manager                       | .....              |
| Market Support                | .....              |
| Administration                | .....              |
| Washington Office             | .....              |
| Manager Sales                 | .....              |
| File                          | .....              |

Iranian Helicopters,  
P.O. Box 2898,  
Tehran, Iran.

July 30th, 1970

Sales Department,  
Bell Helicopter Company,  
Fort Worth,  
Texas, U.S.A.

Dear Sirs,

We have received an enquiry from interested persons for a proposal to operate light helicopters in Iran. We would be pleased if you would forward to us as a matter of urgency, up to date illustrated sales brochures for 'Bell' built light helicopters, i.e. Jet Ranger, Bell 212, 47G and 47J models. The basic price of the aircraft should be shown together with prices for optional equipment and spares.

Yours sincerely,  
FOR AND ON BEHALF OF IRANIAN HELICOPTERS



S. Dunn



7 August 1970

In reply refer to:  
04:JEG:ds:471  
IRN 0-1

Mr. S. Dunn  
Iranian Helicopters  
P. O. Box 2898  
Tehran, Iran

Dear Mr. Dunn:

We thank you for your letter dated 30 July and appreciate your interest in Bell Helicopter Company.

I would like to take this opportunity to introduce you to our representative based in Iran:

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

I have taken the liberty of sending a copy of your letter with a request that Mr. Zanganeh contact you as he can best satisfy your specific requirements.

After your contact with our representative, if further information is required, please don't hesitate to contact me.

Again, thank you for your interest in Bell Helicopter Company.

Sincerely,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
International Sales Representative

cc: Mr. A. H. Zanganeh



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Extron** COMPANY

7 August 1970

In reply refer to:  
04:JEG:ds:472  
IRN 0-1

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

Attached is a copy of a letter received from Mr. S. Dunn of Iranian Helicopters. As you can see from this vague inquiry, this prospect needs further research.

I therefore suggest that you search the possibilities available through Iranian Helicopters and would appreciate any further information you should obtain.

Best regards.

Sincerely,

BELL HELICOPTER COMPANY

*John E. Gallagher, Jr.*  
John E. Gallagher, Jr.  
International Sales Representative

Enclosures

*متر لایحه*

IRANIAN chairman

Helicopters

*دانشگاه تهران*  
*موسسه تحقیقات هوانوردی*  
*تهران*

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date Aug 12 1970

تاریخ.....

From K. Iranzad, Commercial Manager.

گوینده

To

گیرنده

Request

مورد درخواست

A meeting was held this date in the Office of General Abbas Ghandehari, the new C-in-C of the IIAA. At this meeting Mr. Zanganeh, the undersigned and Major Ali Akbar Tohidi were present.

The purpose of the meeting was the logistic support of the IIAA helicopters both in Teheran and Isfahan.

After lengthy discussions the undersigned, on his next trip to Isfahan, would visit the IIAA base and discuss with the IIAA, U.S. MAAG and Avco Lycoming Tech Rep and assure them of meeting their requirements of BHC spare parts (airframe, engine, avionics etc). Moreover, Air Taxi Co. put its entire organization at the disposal of the IIAA for their full support, thus enabling to weaken Agusta's position and make an attractive publicity with a firm footing for BHC for the future in Iran.

امضاء

Sgd.....

Action Taken

اقدام انجام شده

امضاء

Sgd.....  


AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date Aug. 12, 70 = ۴۹/۵/۲۱ تاریخ

ارتاکسی

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوبنده آقای ابراهیمزاد

To

در تائید فرقی طلب در دفتر تعمیرات عمده هواپیما

گیرنده

Request

مورد درخواست

فرمانده جدید هواپرواز با حضور آقایان نرنگند - ایران زار  
و سرگرد وحید اگر تو صدی تشکیل شد. موضوع طلب سربازان یکتایی  
لجستی هلیکوپترهای هواپرواز در اصفهان و تهران بود که تفصیلاً مذاکره  
و بررسی شد و مورد سرگرد لوز طرف شرکت ارتاکسی آقای ایران زار در  
سفر بعدی با حضور آقایان همراه نمایندگانی U.S. MARCO و Avco Ly. TecRep  
از آمریکا، هواپرواز در اصفهان مابین لوز و شرکت ارتاکسی انجام  
داده شد که وضع نیازمندیها را مشخصات یکی Bell (معمولاً بدنه)،  
مولد و آلات دقیق و غیره شرکت ارتاکسی کلمه سازمان

امضاء

Sgd

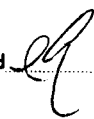
Action Taken

اقدام انجام شده

عوض در اختیار هواپرواز بگذارند و باین ترتیب موقعیت  
Agusta هر چه بیشتر تضعیف شده و برابر Bell از  
هم اکنون پروپاگاند خوب و جار مایه سازمان بود.

امضاء

Sgd



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 3rd September, 1970.No. S/13/10342

Yr. Ref. ....

**شرکت هواپیمائی ارتاکسی**

فردگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفرانی : تهران ارتاکسی

تاریخ .....

شماره .....

Sales Department,  
Bell Helicopter Company,  
Fort Worth, Texas, 76101.  
U.S.A.Attention: Mr. John E. Gallagher, Jr.  
International Sales Representatives.

Dear Mr. Gallagher:


We thank you for your letter of 30, 1970, with enclosures thereto.

We immediately approached General Kafatt, the Chairman of the Iranian Helicopter Company, regarding their requirement.

It seems that, at the present time, they do not have an immediate demand. However, we are following up their inquiry and will keep you informed of the developments in due course.

Meanwhile, we submitted them the catalogues of various "Bell" Helicopters for their perusal.

With best regard,

Yours very sincerely,  
AIR TAXI COMPANY.
  
A.H. Zanganeh  
Manager Director.

KL/PT

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date: 2, 1970.

No: S/13/10494

Yr. Ref: .....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷

تلفرانی: تهران ارتاکسی

تاریخ: .....

شماره: .....

برنامه مسافرت و لاجستیک تهران - تهرانب

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention Mr. R.E.E. Taylor - International Area Manager

Dear Sirs,

We are pleased to inform you that recently we have succeeded in persuading the Armed Forces, particularly the Imperial Iranian Navy, to divert their forthcoming requirements of spare parts, air frames etc. to our organization. The cables requesting your quotation for fixed floatation gears is indication of our intended future activities in this field, which we are confident will attract the attention of our customers.

Needless to emphasize the importance of cooperation in an endeavour to supply their requirements at competitive prices, quick delivery and other possible advantages, in particular, at this introductory stage.

We, on our part, have sacrificed our entire commission on your quotation for the fixed floatation gears, as can be seen from the enclosed copy of Proforma Invoice, which was hastily prepared on our own letter-heading, in order to compete with Agusta, both in price and time of delivery.

We are pleased to inform you that His Highness Prince Shahriar Chafik, who is Commander of the Imperial Iranian Navy's Base at Khosrowabad on the Persian Gulf, is planning to visit the United States, as per the attached itinerary.

We arranged a meeting with the Prince and outlined our new programme of the Bell Logistic Support of the I.I.N.'s Helicopters in the future. He was very concerned in diverting their forthcoming requirements to us. With this idea in mind, he is coming to visit you and your facilities in Fort Worth, Texas. Therefore, you will readily understand the importance of this

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date: 2.12.70

No. S/13/10494 (Contd)

Yr. Ref. Bell Helicopter Co.



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷  
تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

تلفگرافی: تهران ارتاکسی

تاریخ: \_\_\_\_\_

شماره: \_\_\_\_\_

- 2 -

By this letter we would ask you to ensure that Prince Chafik is warmly received and that all possible assistance is afforded to him during his visit to Fort Worth.

Yours truly,  
AIR TAXI COMPANY,

*A.H. Zanganeh*  
A.H. Zanganeh,  
Managing Director.

AH2/mgm  
*cc. Mrs. Marion*

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
تاریخ ۱۰/۹/۴۹ = ۱/۷۰  
Date Dec. 1, 70

ارتاکسی

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

دکتر سهراب سقین دوست بسیار نزدیک آقای زنگنه و پسر آقای  
احمد سقین سهامدار شرکت ارتاکسی و خولم زراره اعلی حضرت  
همان در بیمار مورد توجه از این میباشند در حال حاضر  
و نایب یانگه غنبر و آبله بزوی دریاچی هستند. نامبرده حودت  
تهران میباشد جهت کمینتر بردارند و مذاکرات مربوطه در ۱۱/۱۱  
بیرکت ارتاکسی تشریف میآورند. در ملاقات اخیر بر نامه مزارت  
جورتن نامبرگام حرمانه و دعوت ستاکون بود باطلع ما رسانیدند  
و آقای زنگنه نیز از طرف و بنامیدنی کجانی Bell از این  
دعوت محضه م عنین اقامت در آمریکا قنایه Fort Worth  
مروند. این نیز تحول دادند و چیک مرفوت نامبره و  
برنامه آن به (طلع) کجانی Bell رسانیده شد.

کوبنده آقای ابرازاد  
گیرنده  
مورد درخواست

Action Taken

Sgd  
اقدام انجام شده

امضاء

Sgd.....



**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date Dec 1 1970.

تاریخ.....

From **K. Iranzad, Sales Manager.**

گوینده

To

گیرنده

Request

مورد درخواست

Prince Shahriar Chafik, who is presently Commander in Chief of the Khosrowabad Naval Base in the Persian Gulf, is a close friend of Mr. Zanganeh. During his visits to Teheran he sees Mr. Zanganeh regularly in Air Taxi Co. - he also attends flight training classes. We coordinate the Navy's requirements and projects with him. At a recent meeting in Air Taxi Co. he disclosed his confidential trip to the United States upon the invitation of the Pentagon. On behalf of Bell Helicopter Co. Mr. Zanganeh extended an invitation to him to visit Bell Helicopter Co. in Fort Worth. He promised to pay such a visit and he handed over his itinerary which we immediately reported to Bell Helicopter Co. in Fort Worth.

امضاء

Action Taken

Sgd. 

اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date Dec 9, 1970No. S/13/10505

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۸۹۹۲ تلفن

۶۱۹۶۷

تلگرافی: تهران ارتاکسی

..... تاریخ

..... شماره

Bell Helicopter Company,  
Post Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention A. Rex Marion - International Marketing Administrator

Dear Sirs,

With reference to our letter S/13/10494 dated December 2, 1970, and the recent exchange of cables regarding the requirements of the Imperial Iranian Navy, we would draw your attention to the following:

1. Agency Agreement - Since your Agency Agreement, Paragraph 4, discloses our commission, we request you to send us a brief confirmation of your Agency Agreement legalised by your local Chamber of Commerce and the Iranian Consulate, as per the enclosed specimen. We urgently need this document for presentation to the IIN' authorities.
2. Proforma Invoices - In emergency cases such as the recent enquiry of the IIN for fixed floatation gears for which we acquired your prices. In order to save time we can easily make the necessary Proforma Invoices in Teheran provided we have your blank Proforma Invoice forms. This is the method we normally follow with our other principals. Later on, should it be necessary, we would require your legalised Proforma Invoice/s. We will, of course, send you copies of the Proforma Invoices prepared by us for your records.
3. Publication Material etc. - We immediately require a complete set of your up-to-date Product Sales Data, Planning Guide, Spare Parts Book, Manuals, Calendars and all other sales promotion material to support our new efforts. Any other recommended publicity material would be appreciated.

Pto.....

A - 229

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 9.12.70

No. S/13/10505(Contd)

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۸۹۹۲ } تلفن

۶۱۱۹۶۷

تلفگراف : تهران ارتاکسی

تاریخ

شماره

-2-

4. Emergency Spare Parts required by the IIN - As a result of recent negotiations with the IIN' authorities, we succeeded in convincing them that they should leave a Cash Deposit with you for financing their orders for 'Emergency Spare Parts'. They agreed to open a Letter of Credit in your favour in the amount of \$10,000.--(Dollars Ten Thousand) for a period of one year against your Proforma Invoice for "Emergency Parts for Bell Helicopters" in the name of the Imperial Iranian Navy. You can utilise this Letter of Credit against shipment of Bell Spare Parts ordered by the IIN through us or directly. Please expedite your Proforma Invoice as explained above.
5. Organization Chart - We request you to send us your latest Organization Chart for our guidance.

With the request to please treat our enquiries 'urgently' we remain,

Yours truly,  
AIR TAXI CO.,

*A.H. Zanganeh*  
A.H. Zanganeh,  
Managing Director.

AHZ/MGM

## Internal Memorandum

Date: Dec 13 1970.

From: K. Iranzad, Sales Manager.

As previously arranged a meeting was held in the Headquarters of the Imperial Iranian Navy concerning the logistic support of their helicopters. The following were present at the meeting:

1. Lt. Parviz Parvaneh - Chief, Technical Supply Dept.
2. Comm. Ibrahim Farrokhseresht - Chief Purchasing Dept. (brother of Major Ismail Farrokhseresht - Maintenance Officer of the IIAA Isfahan base).
3. Mr. Hussein Tofigh - Finance/Letter of Credit Dept.

After lengthy discussions with the IIN authorities we assured them that Bell Helicopter Co. can definitely serve them and support their requirements one hundred percent better than Agusta. At the beginning for the AOG requirements of the IIN, Air Taxi Co. agreed to order and import, on its own account, the AOG parts and stock them in their stores. As regards the normal requirements of the IIN, they agreed to establish 'an open Letter of Credit' in favour of BHC. This Letter of Credit will regularly be replenished automatically as a revolving fund. At the end of this meeting the IIN' authorities extended their appreciation for the sincere cooperation and goodwill of Air Taxi Co. in the interests of Bell Helicopter Co.

In order to coordinate our mutual goals, it was agreed that weekly meetings be held regularly.

Sufficient funds were immediately transferred to Bell Helicopter Co. as down payment for the AOG orders of the IIN.

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
Date Dec. 13, 70 = ۱۳۹۹ / ۱۲ / ۲۳ تاریخ

ارتاکسی

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

گوينده آقاى ايرانزاد

From

To

Request

گوينده

مورد درخواست

طبق گزارش قبلی کمیونی دهم ستاد نیروی دریایی با حضور مهندس  
نیر در مورد سیستمی با مشخصات فنی پیوسته ۱۱۸۸ تشکر گردید:

- (۱) ناموسان پرویز سردان - دفتر تدارکات فنی
- (۲) ناصر ابراهیم فرخ سرشت (برادر سرگرد فرخ سرشت ۱۱۸۸۸ (مهندس) ابراهیم فرخ)
- (۳) آقای حسین ترمین - مقصدی امور مالی و اعتبار رسانی
- برای تدارکات لازم به ۱۱۸۸ اطمینان داده شد که کلیه کارهای Bell مورد نیاز  
لپت متولذ در حدتها و لغوهای ضروری را برآورده نماید. بدو  
در مورد سفارشات AOG دارند شرکت ارتاکسی بحسب خودسر سفارشات  
۱۱۸۸ را وارد و در اختیار آنها بگذارد. در مورد سفارشات کلی صورت گرفته

Sgd ..... اقدام انجام شده  
۱۱۸۸ اعتبار رسانی مبلغ - / ۱۰۰۰ دلار بصورت Revolving اعطاء

Action Taken  
بمنفع کلیه کارهای Bell (انتاج نماید) در خدمت مصائب ۱۱۸۸  
لذا حسن نیت و همکاری شرکت ارتاکسی تشکر نموده و تقیم گرفته شد  
باز همانگی بیشتر خدمات حاصله مرتباً در آیه نیز تشکر شود.

Sgd .....  
آقای زنگنه دستور نموده فوراً مبلغ - / ۱۰۰ دلار اعطاء

بصورت سرود جهت سفارشات AOG ضروری در اختیار کلیه  
Bell گذارنده شود البته ترتیب لازم جهت حواله دیم نیز داده شد.

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967Cable Tehran AIR TAXI  
Date Dec. 13, 1970.

No. S/13/10512

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷

تلفگرافی : تهران ارتاکسی

تاریخ .....

شماره .....

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.Attention Mr. R.E.E. Taylor -International Area Manager

Dear Sirs,

Re: Orders for Emergency Spare Parts

With reference to your cable dated December 9, 1970, we immediately requested The First National Bank & Trust Company, Oklahoma City, as per enclosed copy of letter, to transfer the sum of \$1000.-- on account, for the payment of our orders for 'Emergency Spare Parts'.

As we informed you in Paragraph 4 of our letter ref. S/13/10505 dtd December 9, 1970, the Imperial Iranian Navy will open a Letter of Credit in the amount of \$10,000.-- in your favour against your Proforma Invoice for their emergency orders. (as per enclosed draft).

Upon receipt of our remittance of \$1000.-- through our Bankers, we request you to airfreight the IIN's recent order for two items.

For your information we are in constant contact with the IIN for a proper and dependable logistic support programme. For the time being they immediately require your proforma invoice in their name i.e. Imperial Iranian Navy, covering the recommended spare parts of airframes for Twelve (12) Model AB206 Jetranger and Four (4) Model AB205 UH-1D Helicopters on the basis of 25 hours utilization per month (300 hours per year) per Helicopter. Please treat this enquiry as urgent and expedite airmailing the required Proforma Invoice through us to enable the IIN include the necessary funds in their forthcoming budget for this purpose.

Assuring you of our cooperation at all times we remain,

Yours faithfully,

  
A.H. Zanganeh,

INVOICE

~~Aero-Commander - Bethany~~

~~NORTH AMERICAN ROCKWELL CORPORATION  
5001 N. ROCKWELL AVENUE  
BETHANY, OKLAHOMA 73008~~

DATE AEROCOM ORDER NO.

PAGE OF PAGE  
SOLD TO

Imperial Iranian Navy  
Tehran  
Iran

*Draft*

SHIP TO

Imperial Iranian Navy  
Tehran  
Iran

TERMS Letter of Credit

PRO-FORMA INVOICE

| AIRCRAFT SERIAL NO | CUSTOMER P.O. OR CONTRACT NO | SHIP VIA  | SHIPPING ORDER NO | DATE SHIPPED    |        |             |
|--------------------|------------------------------|---|-------------------|-----------------|--------|-------------|
|                    |                              | Airfreight  |                   |                 |        |             |
| QUANTITY ORDERED   | QUANTITY SHIPPED             | PART NUMBER   | DESCRIPTION       | UNIT PRICE      | DISC % | TOTAL PRICE |
|                    |                              | Emergency Spare Parts for "Bell" Helicopters  |                   | C & F<br>Tehran |        | \$10,000.-  |
|                    |                              | 1. Partial Shipment to be allowed<br>2. Validity of the L/C: Dec. 31, 1971.<br>3. Markings: Imperial Iranian Navy<br>Tehran<br>Iran |                   |                 |        |             |
|                    |                              | BELL HELICOPTER COMPANY<br>FORTH WORTH, TEXAS, USA  |                   |                 |        |             |
|                    |                              | By _____<br>.....   |                   |                 |        |             |

FORM 379 (5-66)

ORIGINAL INVOICE

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Dec. 22, 1970.

NS/13/10531

Yr. Ref-DW:bjd-1699



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن: ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ: \_\_\_\_\_

شماره: \_\_\_\_\_

Mr. R.E.E. Taylor,  
International Area Manager,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.

Dear Mr. Taylor,

We acknowledge receipt of your letter dated December 9, 1970, signed by Mr. E.H. Shelar for Mr. F.J. Miller - Manager Spare Parts Dept. (Photocopy enclosed), under cover of which we received your Proforma Invoice.

As explained to you in our detailed letter of December 2, 1970, reference S/13/10494, we have succeeded in persuading the Imperial Iranian Navy to divert their future orders/requirements from Agusta to us. For this purpose, you agree that we should have your complete backing and full cooperation otherwise it would be fruitless to enter into this new venture, and we would rather avoid getting involved further.

The IIN is now placing their emergency orders through us. We immediately cabled you to airfreight urgently AOG parts. Your reaction regarding the first two items of spare parts ordered was a cable asking us to send you enough funds in advance. Consequently, we were obliged to arrange a remittance of \$1000 to cover the value of these small orders. On the other hand, we succeeded in convincing the IIN to open a Letter of Credit in your favour in the amount of \$10,000 based on your Proforma Invoice which we hope to receive as soon as possible.

In your cable dated November 25 (Photocopy enclosed) you offered us two fixed floatation kits for 'immediate delivery upon receipt of the order'. With this in mind we prepared a Proforma Invoice (Photocopy enclosed) on the basis of your cable quotation and submitted it to the IIN. Unfortunately, your letter of December 9 contradicts the contents of your cable...



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 22.12.70No. S/13/10531 (Contd)Yr. RQ6-DW:bid-1699

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ

شماره

2.


and indicates your delivery two months upon receipt of order?

You will readily agree that unless more serious attention is given to our orders we will very definitely lose this opportunity and, undoubtedly, the customer will go back to Agusta.

I am planning to take a trip to the United States in the not too distant future and visit you personally in order to straighten out all our mutual problems on the spot. In the meantime, I am looking forward to receiving the final status regarding our forthcoming activity with the IIN.

With best personal regards I remain,

Yours sincerely,  
AIR TAXI COMPANY,

  
A.H. Zanganeh,  
Managing Director.

AHZ/mgm

Itinerary**Prince Shahriar Chafik's visit to the United States**

|  |           |
|--|-----------|
| Washington, D.C.                               | January 1 |
| Norfolk, Virginia                              | " 2       |
| Pensacola, Florida<br>(Naval Aviation Centre)  | " 4 to 8  |
| Fort Worth, Texas<br>(Bell Helicopter Company) | " 9       |

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 48992  
611967

Cable Tehran AIR TAXI

Date \_\_\_\_\_

No. \_\_\_\_\_

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تکراسی : تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

ITINERARY**H.R.H. Prince Shahriar Chafik's visit to the United States**

|            |   |
|------------|---|
| January 10 | New York                                      |
| " 11       | Washington D.C.                               |
| " 12       | Norfolk, Virginia                             |
| " 13-20    | Pensacola, Florida<br>(Naval Aviation Centre) |
| " 20-22    | Fort Worth, Texas<br>(Bell Helicopter)        |
| " 23-24    | San Francisco<br>(Hovercraft)                 |
| " 25       | New York and immediately<br>back to Iran.     |

While in the United States Prince Shahriar Chafik  
may be contacted through -

- 1) U.S. Navy Headquarters, Washington, D.C.
- 2) Iranian Naval Attache -  
Captain Anoushiravani,  
C/o Iranian Embassy,  
Washington, D.C.

2575 A TAXI TN  
BELLHCPTN BRU B

JAN 4, 1971 TWX 914

ATT. MR. IRANZAD

APPRECIATE ANY NEWS THAT MAY ASSIST OUR MARKETING EFFORTS AND IN PARTICULAR IN REGARD TO SUSY'S AND/OR ALICE'S VISIT TO FORT WORTH. PLEASE CONFIRM THE LETTERS DISPATCHED DEC 16 FROM FT WORTH HAVE BEEN DELIVERED ACCORDINGLY.

MY BEST WISHES FOR HAPPY AND PROSPEROUS NEW YEAR TO YOU AND FAMILY AND ALL IN AIR TAXI.

HORSLEY  
BELLHCPTN BRU B  
PSE READ JAN 4, 1972  
2575 A TAXI TNV

*OK*  
*5-1-72*

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Jan. 5, 1971.

No. S/13/1577

Yr. Ref.



مرود نامه مهر یاد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفگرامی: تهران ایرتاکسی

تاریخ

شماره

Mr. F.M. Sylvester,  
Vice President International Marketing,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.

(جناب آقای سولستر)

Dear Mr. Sylvester,

I received your kind letters dated the 3rd and 16th December, 1971, with respective enclosures together with two envelopes addressed to General Toufanian and Mr. Lehesh. I immediately hand-carried and delivered them to the addressees personally.

Mr. Zanganeh is presently in Europe and, I am sure, he would have contacted you by long distance telephone to discuss various matters of mutual interest.

I am glad to inform you that the Activity Report was mailed to you on the 29th December, 1971. For your information, Mr. Horsley recommended us to send monthly activity reports instead of weekly reports. Because of pressure of work and being involved with many visitors during the last 2-3 months of 1971, I could not send you the report earlier. From now on I will do my best to make sure that the activity reports are sent to Mr. Horsley in Brussels with a copy to you, regularly.

I gladly read the recent changes in the top management of Bell Helicopter Company. On behalf of Mr. Zanganeh and the Air Taxi Staff, I extend my sincere congratulations and best wishes in the promotion of Mr. E.J. Lucayet and Mr. J.F. Atkins, who have been elected to the posts of Chairman and President of Bell Helicopter Company respectively.

I feel confident that these promotions will speed up progress and achievement in the prevailing Iranian campaign. Please convey our congratulations and best wishes both to Mr. Lucayet and Mr. Atkins.

I look forward to seeing you again in Teheran in the near future and remain,

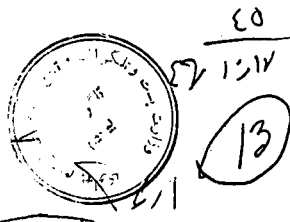
Yours very truly,  
AIR TAXI COMPANY,

*K. Iranzad*  
K. Iranzad,  
Commercial Manager.

cc: Mr.C.P.B. Horsley, Brussels.

A-229

ZCZC FTH 592 GMF240 WUA848  
TDGI TLX FORT WORTH TEX 29/28 5 1146P. EST



LT  
AIR TAXI  
TEHRANIRAN

1604

ATTENTION ZANGANEH REUR LETTER DEC 2 PRINCE ARRIVING 23 JAN  
LOOK FORWARD TO MEETING/REUR LETTER DEC 22 AM INVESTIGATING  
BEST REGARDS  
TAYLOR BELLCRAFT

COLL 2 23 22

BELL HCPTR FTW  
G  
DFDFDFDF VIA U USA 1051GMT  
BELL HCPTR FTW

2575 A TAXI TN  
BELL HELICOPTER FORT WORTH TLX 758229

~~JAN 8/71~~  
REF 17/72

1423 LT .

ATTN GALLAGHER  
REF YOUR MESSAGE 951 JAN 7/72 YOUR REF 812 FORTHCOMING VISIT OF  
GEN TOUFANIAN AND MR DEHESH TO FW STILL INDEFINITE. HOWEVER,  
ACCORDING TO MR DEHESH, PLANNING FOR THIS TRIP IS BEING MADE BY  
THE USA MILITARY AUTHORITIES. HE RECOMMENDS THAT YOU CHECK WITH  
THEM IN ORDER TO FIND OUT THE DATE. IRANZAD

2575 A TAXI TN

BELL HCPTR FTW

8,1,71

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 10th January, 1971.

No. S/13/10575

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلهگرافی: تهران ارتاکسی

تاریخ .....

شماره .....


Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, Texas 76101,  
U.S.A.Attn: Mr. F.J. Miller  
Manager Spare Parts Department

Dear Sir,

Please send us the following publications, by first-class  
air-mail;

1. Illustrated Parts Catalog 5ea.
2. Inspection Hand Book 5ea.
3. Maintenance Manual 5ea.

for your AB205 and AB206 Helicopters.

We require these publications for IIN, IIAA and Purchase &  
Procurement Department of the Ministry of War.Yours very truly,  
AIR TAXI COMPANY
  
A.H. Zanganeh  
Managing Director.

615

yr  
17/1/71

FTH079/GMF956 WUA558  
IRTN CO UWTX 036  
TDGI TLX FT WORTH TEX 36 15 434P

*[Handwritten signature]*

AIR TAXI 1446 TEHRANIRAN

FURTHER TO OUR MSG 122 OF JAN 7 TODATE WE HAVE RECEIVED NO  
ACKNOWLEDGEMENT OF OUR ABOVE CABLE REQUEST YOU URGENTLY ADVISE  
OF RECEIPT AND ACCEPTANCE  
D J WHITEHEAD COMM SPARES BELLCRAFT

CFM 1446 122 7

FTH161/ZCZC GMF313 WUA671  
TLX FT WORTH TEX 66/65 16 141A EST 1100 51/50 VIA WUI



*[Handwritten signature]*  
17/1/71

LT  
AIR TAXI AIR TAXI COMPANY TEHRANIRAN

ATTENTION A H ZANGANEH  
REFERENCE TO YOUR LETTER S/13/10562 ITEMS 28 THRU 37 ON THE  
LIST OF GROUND SUPPORT EQUIPMENT IS MISSING STOP WE WOULD  
APPRECIATE REMITTANCE OF THIS INFORMATION SOONEST AS IT WILL  
TAKE TIME TO REVIEW AND PREPARE QUOTATIONS ON THE

COL S/13/10562 28 37

PAGE 2/15

ITEMS YOU HAVE LISTED DETAILED LETTER CONCERNING ALL CORRESPONDENCE  
WILL FOLLOW SHORTLY REGARDS  
GALLAGHER BELLCRAFT



**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date Jan. 17, 1971.

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگراف: تهران ارتاکسی

تاریخ .....

شماره .....  
13

C A B L E

LT

BELLCRAFT FORTWORTH TEXAS (USA)

ATTENTION WHITEHEAD PLEASE ARRANGE PARTIAL SHIPMENT

STOP CABLE IF ONE EACH FLOATATION COMPRISES TWO BAGS

FOR ONE HELICOPTER

AIR TAXI

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date Jan. 18, 1971.

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگراف: تهران ارتاکسی

تاریخ .....

شماره .....

C A B L E

LT

BELLCRAFT FORTWORTH TEXAS (USA)

ATTENTION GALLAGHER

REURCAB SIXTEENTH GROUND SUPPORT LIST COMPRISES 28

ITEMS IN TWO PAGES PLEASE CORRECT AND AMEND ACCORDING

YOUR DISCRETION

AIRTAXI

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**49257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date January 23, 1971.No S/13/10609

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
تلفن }  
۶۸۹۹۲ }  
۶۱۱۹۶۷ }

تلفگراف: تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.Attention: Mr. John E. Gallacher,

Dear Sir,

Further to our letter Reference S/13/10602, dated January 20, 1971, IIN called us on the phone and requested us to submit them your official Proforma Invoice for their order of Flostation Kits, legalized by your local Chamber of Commerce and also the Iranian Consulate, without which, unfortunately, they can not open a L/C.

They also reminded us to expedite the submittance of your "legalized" Agency Agreement as per our original request outlined in our letter Ref. S/13/10505, dated December 9, 1970.

Yours very truly,  
AIR TAXI COMPANY
  
Khalil Iranzad,  
Sales Manager.


**BELL  
HELICOPTER COMPANY**

 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101
 

|                        |                 |
|------------------------|-----------------|
| TECH. ADVISOR          | 21 January 1971 |
| MANAGER                |                 |
| ASSISTANT MANAGER      |                 |
| SALES                  |                 |
| TRAINING               |                 |
| RESEARCH & DEVELOPMENT |                 |
| PRODUCTION             |                 |
| QUALITY CONTROL        |                 |
| FINANCE                |                 |
| PERSONNEL              |                 |
| LEGAL                  |                 |
| PLANT                  |                 |

(Axtro) COMPANY

In reply refer to:  
FI:JEG:cmt:682

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

Thank you for your letters S/13/10494-10512-10531-10562. Unfortunately, at the present time, we cannot include with this letter a proforma invoice or a recommended spare parts listing to meet your specific requirements for support of the Imperial Iranian Navy's helicopter fleet. The reason being that the standard spare part lists for all models concerned are now being updated with respect to pricing and part numbers. We are currently reviewing your list of ground support equipment; however, to accurately make firm recommendations, it will take time to process this requirement through our Service and Engineering Departments.

At such time that current spare part lists are available, I will immediately send them to you. However, you must understand that these part lists are prepared specifically to be used as guidelines for operators in fulfilling their particular support requirements. And, in addition, keeping in mind your request for support of the Imperial Iranian Navy's helicopters manufactured by our licensee Agusta, we must advise you that the parts manufactured at the Bell facility in Fort Worth bearing Bell part numbers do not in all cases conform to Agusta Bell part numbers as they appear in Agusta parts manuals.

We therefore feel that from Bell's standpoint and from the standpoint of the Imperial Iranian Navy and yourself, a more desirable way to establish an inventory and follow-on support would be through a provisioning or selection conference. These discussions between the inventory analysts of both parties would create a much more effective support program.

Considering the models 206A and 205A1 manufactured by our licensee Agusta, an estimate of spare part sales per year cannot effectively be established until this provisioning conference or conferences have been conducted.

Within the continental United States, a dealer should turn over his inventory approximately four (4) times per year. However, considering the remote operation and wide range of models, etc., Air Taxi Company would not expect this type of turnover rate until sufficient experience had been developed.

I am certain that these discussions will develop specific ground rules upon which an inventory and follow-on support for the Imperial Iranian Navy's requirements could be effectively established.



Air Taxi Company  
Page 2

21 January 1971  
Fl:JEG:cmt:682

Bell is willing to undertake preparation of a proposed inventory and support program based upon your decision. We will however require a reasonable period of time and some discussion prior to inauguration. This will insure the best possible recommendation.

In response to your letter S/13/10505 you have referred to an enclosed specimen in Item 1. Unfortunately, due to some error we have not received the above mentioned item and as a result cannot comply with your specific request. Upon receipt of the specimen letter which requires consularization, we will be more than pleased to comply with your request.

تم ارسال  
رسید

In regards to your Item 2 may we suggest that you develop your own proforma. This can be established on a plain sheet of paper and simply state "Proforma" at the top. If a legalized proforma is required, the procedure would be to send us your specific proforma for execution. We can legalize your form or transfer it to Bell letterhead with a minimum of effort.

You will note that I have included some publicity material; however, in no way does it represent a complete stockage. As it is the first of the new year, we are preparing up to date production sales data and planning guide books, etc. At such time that these documents are updated and a sufficient quantity of the enclosed material is available, we will send more to you.

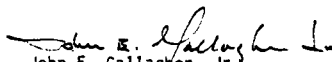
Referring to your Item 4 we have enclosed a letter of credit checklist. Strict compliance will prevent costly amendments and we recommend that you assist the customer in establishing these letters of credit.

I hope this lengthy letter is sufficient to put us on the correct road for smoother negotiations and adequate support for requirements. I am anxiously awaiting the visit of Prince Chafik and will send you a report concerning his visit. Looking forward to hearing from you soon.

Best regards.

Sincerely,

BELL HELICOPTER COMPANY

  
John E. Gallagher, Jr.  
International Sales Representative

Enclosures

**AIR TAXI**

MEHRABAD

INTERNAL MEMO

یادداشت داخلی

ارتاکسی

مهرآباد

Date Jan 30 1971.

تاریخ.....

From A.H. Zanganeh, Managing Director.

کوینده

To

گیرنده

Request

مورد درخواست

Prince Shahriar Chafik visited us on his return from the United States. He expressed great pleasure from his visit to BHC and particularly commented on his very satisfactory flight with the Huey Cobra.

Following His Imperial Majesty's viewing of the film and finding it very interesting we requested Prince Shahriar to explain to His Imperial Majesty his experience at the performance of the Huey Cobra, as well as the capabilities of BHC. Later on we learned that His Imperial Majesty had issued instructions to the interested forces to study and evaluate the Huey Cobra helicopter.

امضاء

Action Taken

Sgd.....

اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

MEHRABAD

Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date Jan 30, 71 تاریخ ۵۰/۱/۷۱

ارتاکسی

مهرآباد

تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

کوبنده آقای زلفه

From

To

Request

پیراز برحمت والاگر تصنیق از Fort Worth ملاقات  
 و مذاکره با این صورت گرفت. این رضایت و فرزند  
 خود را در باره ملاقات با Bell و حضور هلیکوپتر  
 Hueycobra در باره دانستند. از این تقاضا شد در دست  
 مازید شایسته از فریم Hueycobra و رضایت مندر این  
 والاگر تصنیق نیز آنچه را تنها از Performance هلیکوپتر  
 نیز دیده اند و همچنین از قابلیت شرکت Bell آمریکا  
 را حضوراً با جلیقزت تشریح نماید. بعداً کماقت بهر  
 آمد که اعلی حضرت هادی اولیاد لادم جهت مریب کامرو

امضاء  
Action Taken

ازین بابا هلیکوپتر Hueycobra را به نزدی  
 اقدام انجام شد  
 Sgd  
 امیربچه صالح فرمودند -

امضاء

Sgd





FTH 0385

TLX FT WORTH TEX 47/46 5 426

LT

AIR TAXI 1446 TEHRAINIRAN

13

996  $\frac{6-2}{1780}$  *Sh*  
8/2/71

REUR LETTERS S/13/10602 AND 10609 OF JAN 20TH AND 23RD CURRENTLY

REVIEWING A O G ORDER

FOR PRICE AND AVAIALBILITY WILL ADVISE STATUS FEB 9

EXPECT TO AIRMAIL

LEGALIZED PROFORMA INVOCE FOR KITS WEEK OF FEB 15

DON POWELL COMM SPARES BELLCRAFT

COL 1446 S/13/10602 10609 20TH 23RD 9 15

635

FTH0913B.0496

UWTX FT WORTH TEX 41/36 8 955P

LT

AIR TAXI 1446 TEHRAN

*b*  
*9-2*  
*11-*  
*9*  
*10/2/71*

REUR ORDER S/13/10602 FOR IRANIAN NAVY ALL ITEMS AVAILBLE  
FOR SHIPMENT TOTAL VALUE 4024.49 LESS 777.00 CREDIT LEAVING  
BALANCE DUE 3243.49 PLEASE FORWARD REMITTANCE

PRIOR TO SHIPMENT

DON PWELL COMM SPARES BELLCART

COL S/13/10602 4024.49 777.00 3243.49

FTH448

FTA87 A THERAN NEWYORK GMF600 0

Airtaxi 0.7  
1090  
10.2.71

WORTH TEX FTH385 GMF761/WUA285/5TH 426P LT AIR TAXI 1446

TEHRANIRAN X 20 YES ORDER FOR PRICE AND AVAILABILITY WILL ADVISE

STATUS FEB 9 EXPECT ETC X ALSO RD LAST OF SIG BELLCRAFT CC

JACK GALLAGHER COML JKTG

X COQUN 54/52 POMBU

اصولاً  
فقط تهران  
FTH385  
54

تاریخ فرقا محاسبه می شود  
در تهران (اصولاً) تاریخ 2/2/71  
FTH 385

اولین مارکت - Horsley با اول

ZCZC  
FTH0173  
BRUXELLES 85 9 1405 DERA FFM P1/50

9-2  
233  
2HP  
11/2/81

LT AIR TAXI COMPANY MEHRABAD  
AIRPORT TEHERAN

FOR MR A.H ZANGANEH STOP MR HORSLEY OF INTERNATIONAL MARKETING WILL  
BE VISITING YOU APPROXIMATELY FEBRUARY 19TH TO COVER ALL ASPECTS SA  
BE FROM KUWAIT VIA ABADAN WHERE HE INTENDS VISIT GENTLEMAN, WHO WAS

(منگور آبی دهرت)

.COL LT 19TH

FTH0173 AIRPORT TEHERAN P2/35

FORTWORTH JANUARY 20TH STOP PLEASE CONFIRM TO THIS OFFICE YOUR  
AVAILABILITY N WWETHER YOU WISH BE ABADAN WITH HORSLEY PRIOR  
MEETING HIM TEHRAN STOP REGARDS HUNT GENERAL MANAGER EUROPE  
BELL HELICOPTER 479 AVENUELOUISE  
1050BRUSSELS BELGIUM

NNNN 1330  
ZCZC FTH522/2/3789  
URGENT BRUXELLES 54 12 1721 VIA DER FFM

URGENT  
AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHERAN



FOR ZANGANEH STOP PLEASE IMMEDIATELY CONFIRM TO HORSLEY C/O HOTEL  
VENDOME BEIRUT YOUR AVAILABILITY FOR HIS VIST TEHRAN APPROX 20-23  
FEBRUARY AND ALSO PLEASE ADVISE HIM BY SAME CABLE LOCATION  
OF KHOSROWABAD NAVY BASE STOP MANY THANKS AND BEST  
REGARDS HUNT GENERAL MANAGER EUROPE BELL HELICOPTER COMPANY

COL 20-23

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date **Feb. 13, 1971.**

No. ....

Yr. Ref. ....



C A B L E

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

تلگراف: تهران ارتاکسی

..... تاریخ

..... شماره

LT

MR HORSLEY HOTEL VENDOME BEIRUT (LEBANON)

GENTLEMAN WHO WAS FORTWORTH WILLBE IN TEHRAN 20/23

FEBRUARY PLEASE CABLE ARRIVAL TEHRAN

REGARDS

AIRTAXI

این امین است که در تهران است  
در روزهای گذشته  
Hunt

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 48992  
611967

Cable Tehran AIR TAXI

Date Feb. 14, 1971.

No. ....

Yr. Ref. ....



شرکت هواپیمایی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

..... تاریخ

..... شماره

C A B L E

**LT**

**BELLCRAFT FORTWORTH TEXAS (USA)**

**ATTENTION POWELL**

**REURCAB EIGHTH PLEASE AIRMAIL COPY INVOICE ENABLING**

**OBTAIN NAVYS APPROVAL BEFOREHAND**

**AIR TAXI**

*Transmitted on Feb 15, 71.*  
*eh*

FTH547

CD FORT WORTH TEX 37/35 12 346P

LT

AIR TAXI 1446 TEHERAN

988

19-2  
17-

1043 REUR CABLE FEB 15 LTR ORDER S/13/10602 FOR IRANIAN  
NAVY AIRMAILING COPY INVOICE TODAY SHIPMENT BEING WITHHELD  
PENDING REMITTANCE LETTER FOLLOWS REGARDING OUR INVOICING  
PROCEDURE

DON POWELL COMM SPARES BELLCRAFT

COL 1446 1043 15 S/13/10602

19.2.71



3/10/71

|      |         |             |       |
|------|---------|-------------|-------|
| DATE | 3/10/71 | INVOICE NO. | 97810 |
|------|---------|-------------|-------|

*Cleared & delivered to:*

*ch*

Col. ...  
 ...  
 ...  
 ...

ALL PAKI COMPANY  
 WHEELAND AIRPORT  
 TREPAN, LEAN  
 AVEN: 50. MINAKL TRAMMAD

|         |   |     |     |    |
|---------|---|-----|-----|----|
| 1/1 Ctn | 6 | 13" | 13" | 5" |
|---------|---|-----|-----|----|

**ADVANCE COPY**

This is not an official billing. It indicates materials which have been allocated for shipment to you. Use for general info only as changes may occur before final shipment is made. Prepaid shipping charges, if any, will appear on final (original) invoice.

|        |                 |     |     |
|--------|-----------------|-----|-----|
| AMOUNT | 6670160         | ... | ... |
| ...    | CERCLE - TREPAN | ... | ... |

| ... | ... | ... | ... | ... | ... | ... | ... |
|-----|-----|-----|-----|-----|-----|-----|-----|
|-----|-----|-----|-----|-----|-----|-----|-----|

|    |   |  |  |  |  |  |     |
|----|---|--|--|--|--|--|-----|
| 1. | 16mm film "MICROSCOPIC" (975 Linear Feet - 7' diameter) |  |  |  |  |  | N/C |
|    | VALUE FOR CUSTOMS DUTY: \$75.00                         |  |  |  |  |  |     |

|    |   |  |  |  |  |  |  |
|----|---|--|--|--|--|--|--|
| 2. | 16mm film "MICROSCOPIC" (940 Linear Feet - 7' diameter) |  |  |  |  |  |  |
|    | VALUE FOR CUSTOMS DUTY: \$75.00                         |  |  |  |  |  |  |

This film should be delivered at no charge, as it is being sent on a loan basis for advertising, training and/or educational purposes.

THE ABOVE FILMS ARE COPYRIGHTED, PATENTED OR UNLAWFUL REPRODUCTION OF THE UNITED STATES. THESE COPIES ARE LICENSED BY U. S. FOR DEPARTMENT OF DEFENSE ONLY. REPRODUCTION FOR OTHER PURPOSES IS PROHIBITED.

Certified True Invoice  
 HELL HELICOPTER COMPANY

*(Signature)*

HELL HELICOPTER COMPANY  
 ...  
 ...

...  
 ...  
 ...

Internal Memorandum

March 10, 1971.

From: K. Iranzad, Sales Manager.

Upon the arrival of Mr. C. Horsley, Bell Helicopter's Representative, Mr. Zanganeh requested me to put at Mr. Horsley's disposal a private room in the premises of Air Taxi Co. as well as other requirements such as a secretary, private car with driver etc.

Meanwhile, in order to introduce him to our friends in the various Government organizations, meetings with the following were arranged:

1. MIO  
General Toufanian and Mr. Dehesh.
2. IIAF  
General Khatami, General Yazdanbaksh, General Azarbarzin, Col. Ashari and Major Amir Ardalan.
3. IIAA  
General Ghandahari, Major Fahidi, Captain Vafai.
4. IFH (Imperial Flight Hangar)  
Major Shafaatpour.
5. IIN  
Prince Chafik, Col. Vali, Lt. Mirkhani (Maintenance) and Lt. Mousavi (Training).
6. IHI  
Eng. Toufanian (brother of General Toufanian).
7. IIGF (Imperial Iranian Ground Forces)  
General Minbashian.

Arrangements were also made for Mr. Horsley to meet U.S. Maag and other American authorities concerned in Teheran.



AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
Date March 10, 71 = ۴۹/۱۲/۱۸ تاریخ

ارتاکسی

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوینده: خلیفه ایران زار

To

گیرنده: پیرلزوردن C. Horsley نمایندگی بیلی Bell و

Request

مورد درخواست

لطفاً مت نامبره دربرداران چنین دستور کار تنظیمه مبرداران (اطلاق دستور  
اختصاصی در لسته کس آماده گردید. همچنین سایر احتیاجات نامبره  
مانند سکرت - لوتو سیکر (کریس) - ارسال اظهارات و نامه در غرضه برسد  
شرکت لسته کس تأمین گردید. ختمه مبرار مورخه لسان با دستنای مرفه خودی  
که در سازمانها نامبره دفتر ملاحظه دارد ترتیب لایحه در دسترس:

- (۱) MIO - طوفانیان و دبیر
  - (۲) IIAF - تیمار فاتی - تیمار بزرگنجش - تیمار آذربای - سرینت آمریکا و کارداران
  - (۳) IIAA - تیمار قنده ری - سرگرد قو حیدر - سروران فانی
  - (۴) IFH - سرگرد شفاعت لور - دفتر آینه سلطنت
  - (۵) IIN - سرینت والی - والا مهر تقی - مریضی و موسی - امضاء
  - (۶) IHI - لهند سر طوفانیان (مبارد تیمار طوفانیان)
  - (۷) IIGF - تیمار کرتشد بین انشیان - فرمانده نیروهای ضمنی (مبارد)
- همچنین ترتیب ملاقات نامبره با مقامات U.S. MAAQ در ایران در دسترس

Sgd.....

اقدام انجام شده

Action Taken

Sgd.....

امضاء



# BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS

In reply refer to:  
06-HS:bjd-606

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

|                        |               |
|------------------------|---------------|
| TECH. ADVISOR          | J. ASHARI     |
| CHIEF ENGINEER         | R. ABEDINI    |
| SALES                  | I. KHORRAM    |
| 78101 A-EXTRON COMPANY |               |
| SALES                  | K. IRANZAD    |
| CHIEF PILOT            | M. HADJI      |
| OPS                    | M. AYOOB      |
| ADM                    |               |
| ACCOUNTS               | M. RABII      |
| PERSON. & ADM.         | Z. AGHAKHANI  |
| MANAGING DIRECT.       | A. H. ZANGANI |

Reference: Your letter S/13/10621 dated January 30, 1971 with attached circular letter

Gentlemen:

In our telex message 371 of February 18th, we stated quote "letter follows regarding our invoicing procedure" unquote.

After a thorough review of the above referenced circular letter, we wish to comment with our concurrence or objection to your excerpts by paragraph.

Paragraph A:

1. Our proforma invoices (quotations) are prepared automatically by our IBM Computerized System. We concur with obtaining local legalization by our Chamber of Commerce and forwarding the proforma to the Iranian Consulate for certification. However, with regard to the discount, our automated system is constant; either the discount will be indicated on all proformas, or eliminated from all proformas. We do not hold a manual control for the discount.
2. Shipment will not be accomplished prior to receipt at Bell of the Letter of Credit.
3. Our quotations normally indicate F.O.B. Fort Worth, Texas as we are unable to arrive at the net and gross weight prior to actually boxing the material for shipment. However, we can supply estimated C & F charges.

Paragraph B:

Statements 1, 2, and 3 same as those of paragraph A.



Page -2  
06-HS:bjd-606

March 10, 1971

**Paragraph C:**

1 and 2 same as paragraph A, excluding legalization requirements.

**Paragraph D:**

Under no circumstances can we supply you "No Charge" invoices and debit your account with the value of the spare parts. Our automated system indicates the true value of the material on the commercial invoice. We are, therefore, unable to change the prices indicated on the invoice, which is against our Bell Accounting System Policy.

We wish to again call your attention to the fact your applicable discount must be either shown on all quotations and/or commercial invoices, or omitted in which case our Accounting Department will credit your account with the applicable discount and mail you a statement each month indicating your accrued commissions.

**Paragraph E:**

With regard to engaging Messrs. Kuhne and Nagel to handle your shipments, we wish to advise that we have encountered numerous delays in obtaining the required shipping documentation after the shipment departs New York. In view of this, we suggest the airlines and/or broker be left to the discretion of our Export Traffic Department, who will in all cases choose the fastest and most economical means for the arrival of spare parts in Iran.

Further, we currently have material on order in the name of Air Taxi for a total value of \$5,194.77 (plus 2% packing and handling charges) whereas your credit only amounts to \$777.72. In our message 169 of February 8, we requested your remittance be forwarded to Bell prior to shipment. However, to date, we have not received your remittance.



Page -3-  
06-HS:bjd-606

March 10, 1971

Paragraph E: (Continued)

We suggest to eliminate delay in delivery of spare parts for your activity that you either forward your remittance with your order or contact our Mr. T. R. Treff, Treasurer of Finance to establish an open account payment arrangement.

We trust the foregoing information is understandable and that you will be able to adjust to our Bell Management Policies.

Very truly yours,

BELL HELICOPTER COMPANY

A handwritten signature in cursive script, appearing to read 'E. H. Shelar'.

E. H. Shelar  
For - F. J. Miller - Manager  
Spare Parts Department

15/03 06.24 @  
2331 SEMIRA TN  
INTLX KWT P2  
MOM TKS  
REZAYAT KWT@  
2331 SEMIRA TN  
REZAYAT KWT  
KUWAIT  
MARCH 15, 1971

MESSAGE NO.1780

HOTEL SEMIRAMIS TEHERAN TLX 2331

FOR MR. HRSLEY

IS MR. HORSLEY STILL STAYING THERE? @ @ @  
~~PLS ANSWER~~ +?~~PLS ANSWER~~  
R U THERE PLS +?~~PLS~~

IF CALLING LONDON ENROUTE PLEASE ADVISE ITINERARY AS WOULD  
LIKE YOU MEET OUR DIRECTOR F.W. HIGGINSON STOP ALTERNATIVELY  
SUGGEST HIGGINSON TRAVELS STATES MEET YOU AND SEE HARDWARE  
PLEASE ADVISE ADDRESS AND DATE STOP WILL ENSURE BEST POSSIBLE  
ARRANGEMENTS FOR YOUR VISIT KUWAIT.

REGARDS ROY REZAYAT

*Bell Rep. in Kuwait*

REZAYAT KWT@  
2331 SEMIRA TN  
ISTMBYBNE THERE PLS +?~~PLS~~  
TKS BIT

از طرف هورسلی سیرا

مکتب سیرا ایرانزاد

2331 SEMIRA TN  
2331 SEMIRA TN  
KNIWEGEN BRU B

15.3.1971 TWX NO 232

PLEASE CALL MR. IRANZAD - 668992 FOR COLLECTION.

- AA ARRIVED SAFELY AND MANY THANKS FOR A GREAT F FINALE AND ALTOGETHER A MOST "INTERESTING" TRIP.
- BB NEED BY RETURN TELEX A STATUS REPORT ON NUMBER OF REPTILES ACTUALLY ORDERED BY EACH AND ALL OPERATORS AND NUMBERS ACTUALLY DELIVERED IN COUNTRY TO DATE - NOT INCLUDING THOSE BEING USED AT CAGA FOR TRAINING - MANY THANKS.
- CC HAVE BEEN UNABLE TO LOCATE MY LIST OF ITEMS NEEDED FOR ZOO THAT WAS XEROXED, NOR A LIST OF THE LATEST 16 ITEMS REQUIRED BY DRAGONFLYS WE DISCUSSED EARLY ON IN VISIT - APPRECIATE YOU FORWARD TO FORT WORTH.

BEST REGARDS  
HORSLEY  
2331 SEMIRA TN  
KNIWEGEN BRU BT

OK TKS SO MUCH .  
VIA LDN DFDFFDFDFD  
2331 SEMIRA TN  
KNIWEGEN BRU B  
KNIWEGEN BRU BELGIUM.  
ATT. MR HORSLEY  
OVERWHELMINGLY ENJOYED YOUR ACQUAINTANCE AND COMPANIONSHIP  
HOPING BHC WILL REALIZE AND APPRECIATE YOUR TIRELESS EFFORTS  
UNFORTUNATELY HAVE NOT BEEN ABLE COMPILE INFORMATION WANTED  
WILL HAVE USUAL THURSDAY MEETING WITH OPERATORS AND WILL  
IMMEDIATELY CABLE FORTWORTH DETAILS REQUIRED  
LIST OF ITEMS NEEDED FOR ZOO MISSING WILL OBTAIN COPY AND  
MAIL FORTWORTH ACCOMPANIED BY LIST OF SIXTEEN ITEMS BEST  
REGARDS

IRANZAD.

2331 SEMIRA TN'MOM

RECEIVED MANY THANKS BIBI CHQIS CHRIS BI BI

23  
17.3.71





# BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Extron** COMPANY

In reply refer to:  
FI:JEG:cmt:760

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

Enclosed you will find invitations to the Bell Helicopter Chalet at the Paris Air Show to be held May 27 through June 6, 1971. We request that you send these invitations to the individuals you submitted to Chris Horsley. If you need a further supply of invitations, please let us know as soon as possible.

A restricted number of individuals will be invited to the Bell dinner party simply because of a limited amount of space available. In view of this, we suggest that you submit to us the top individual or individuals and their addresses and send your requirements to us as soon as possible so that we may complete these invitations.

Sincerely,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
International Sales Representative

Enclosure

|                  |               |
|------------------|---------------|
| DATE             | 18 March 1971 |
| CLASS            | INTERNAL      |
| CHARACTER        | ROUTED        |
| ADDRESS          | ROUTED        |
| PERSONNEL        | ROUTED        |
| MAIL ROOM DIRECT | A. ZANGANEH   |

اولین برنامه مسافرت تیم بِل  
ایرانزاد

30/03 18.14 #  
2331 SEMIRA TN#  
2331 SEMIRA TN  
BELL HCPTR FTW

758229 BELL HELICOPTER CO FTW TEXAS MSGNO 231 3-30-71 1223PM  
2331 SEMIRAMIS HOTEL

LEASE CALL 668992 FOR COLLECTION OF THIS MESSAGE.

ATTENTION: K. IRANZAD

AA RECEIVED YOUR TELEX MARCH 25 WITH THANKS AND AWAIT ARRIVAL SPARES LISTS AS EARLIER SPECIFIED.

BB NEED YOUR FULL ATTENTION AND CAREFUL PLANNING BASED ON BELOW OUTLINED INFORMATION:

1. WITH STATED CONCURRENCE AND FURTHER CONFIRMATION OF GAMEKEEPER AND WARDEN BHC PLAN TO ARRIVE TEHERAN APRIL 15/16 TO FORMALLY PRESENT AND PROPOSE THE BELL MODEL HUEYCOBRA.

2. THE TEAM WILL COMPOSE OF:

MR. F. M. SYLVESTER—VICE PRESIDENT  
INTERNATIONAL MARKETING  
MR. H. A. STRKER—MANAGER LOGISTICS SUPPORT OPERATIONS ✓  
MR. L. D. KULIK—MILITARY APPLICATIONS ENGINEER  
MR. C. P. B. HORSLEY—SALES REPRESENTATIVE

3. IN CO-ORDINATION WITH SERVICE CHIEFS ETC PLEASE PREPARE A SCHEDULE AND PLAN FOR FULL SCALE BRIEFINGS AND MEETINGS. MAXIMUM EXPOSURE ESSENTIAL TO ALL LEVELS, AND DETAILS REGARDS LOCATIONS, INVITATIONS, TIMING ECT IN YOUR HANDS, THOUGH SUGGEST APRIL 19 BE FIRST DAY OF BRIEFINGS, WITH APRIL 17/18 RESERVED FOR MEETINGS WITH YOURSELVES AND MAAG.

CC SELF WILL ARRIVE TWO DAYS IN ADVANCE OF MAIN TEAM TO ASSIST IN FINAL ARRANGEMENTS ETC. GENERAL TWITCHELL HAS BEEN ADVISED BY LETTER OF THIS VISIT AND ALL PLANS WILL BE CO-ORDINATED CLOSELY WITH MAAG.

DD FURTHER DETAILS TO FOLLOW BUT APPRECIATE YOUR AND CHIEFS IMMEDIATE CONFIRMATION OF DATES AND GENERAL PLAN PROPOSED.

EE ZANGANEH HOTEL RESERVATION CONFIRMED ROYAL MONCEAU FOR ✓ DURATION OF AIR SHOW.

BEST REGARDS  
HORSLEY  
END CD  
BELLCRAFT  
#  
2331 SEMIRA TN

⊕  
2331 SEMIRA TN

197. RLS  
20.3.71

TELEX IRTN 02 20/03 15.09  
CAN I CALL TO TELEX NR 758229 FORT WORTH, TEXAS (U.S.A) TKS PLS.  
BELL HCPTR FTW

OUT GOING THN VIA USA AT 1513 DFDFDF

2331 SEMIRA TN⊕  
BELL HCPTR FTW  
TELEX NR 758229 FORT WORTH TEXAS (U .S. A.)  
BELL HELICOPTER CO.  
ATTENTION HORSLEY

FURTHER TO MY TELEX OF MARCH 17 TOTAL NUMBER REPTILES CONSIST  
~~SEVENTY TURTLES FIFTYTHREE LIZARDS ALLOCATED AS FOLLOWS. STOP~~  
AA TURTLES FORTY SANDFLY, TWELVE DRAGONFLY, FOURTEEN GENDARM  
FOUR BLUEFLY STOP RECEIVED AS FOLLOWS SEVENTEEN SANDFLY,  
EIGHT DRAGONFLY, EIGHT GENDARM AND NO BLUEFLY  
BB STATUS LIZARDS ALLOCATED AS FOLLOWS STOP FORTY FOUR SANDFLY,  
FOUR IFH, ONE RLS, FOUR DRAGONFLY STOP RECEIVED AS FOLLOWS  
TWENTY ONE SANDFLY , FOUR IFH, ONE RLS AND TWO DRAGONFLY  
CC ALL FIGURES INCLUDE THOSE BEING USED AT CAGA FOR TRAINING  
DD DUE NEWYEAR HOLIDAYSCAN NOT ACCOMPLISH ANYTHING FOR A WHOLE  
WEEK.  
EE GOOD LUCK, BEST REGARDS

IRANZAD.

2331 SEMIRA TN⊕  
BELL HCPTR FTW  
DID YOU RECEIVED THIS MASSAGE WELL PLS .~~~~~  
2331 SEMIRA TN⊕  
BELL HCPTR FTW  
BI BI

---

Turtles = 206 JetRanger  
Lizards = 205 Huey  
Sandfly = Army  
Dragonfly = Navy  
Bluefly = Airforce  
IFH = Imperial Flight Hanger  
RLS = Red Lion & Sun Society

AGENCY 127 101000  
BELL HCPTR FTW

بکتر 20.3.71 ما ب BELL ناقص  
رسیده و نتا حاصل شد

OUT GOING THN VIA USA AT 1513 DFDFDF

2331 SEMIRA TNP  
BELL HCPTR FTW  
TELEX NR 758229 FORT WORTH TEXAS (U .S. A.)  
BELL HELICOPTER CO. *London*

APR 20 09 15

TTENTION HOR, ONE RLS AND TWO DRAGONFLY  
JC ALL FIGURES INCLUDE THOSE BEING USED AT CACA FOR TRAINING  
DD DUE NEWYEAR HOLIDAYSCAN NOT ACCOMLISH ANYTHING FOR A WHOLE  
WEEK.

EE GOOD LUCH BEST REGARDS

IRANZAD.

2331 SEMIRA TNP  
BELL HCPTR FTW  
DID YOU RECEIVED THIS MASSAGE WELL PLS .

2331 SEMIRA TNP  
BELL HCPTR FTW  
BI BI CTT

|                               |                    |
|-------------------------------|--------------------|
| INTERNATIONAL MARKETING DEPT. |                    |
| MAR 22 1971                   |                    |
| Ref. No.                      | 362                |
| Assigned                      | <i>[Signature]</i> |
| Actions                       | <i>[Signature]</i> |
| Info C                        | <i>[Signature]</i> |
| Visa                          |                    |
| Man. C                        |                    |
| Market Support                |                    |
| Administration                |                    |
| Washington Office             |                    |
| Manager Sales                 |                    |
| File                          | IRN 1-2            |

MEHRABAD  
40257  
Tel. : 668992  
661967

مہر آباد  
۲۰۲۵۷  
۶۶۸۹۹۲ : تلفن  
۶۶۱۹۶۷

AB206 100 - 30 = 70

|       | <u>Ordered</u> | <u>Rec'd</u> |
|-------|----------------|--------------|
| 11AA  | 40             | 17           |
| 11N   | 12             | 8            |
| GEND. | 14             | 8            |
| 11AF  | <u>4</u>       | 0            |
|       | <u>70</u>      |              |

AB205 45 + 8 = 53

|      |           |    |
|------|-----------|----|
| 11AA | 44        | 21 |
| IFH  | 4         | 4  |
| 11N  | 4         | 2  |
| RLS  | <u>1</u>  | 1  |
|      | <u>53</u> |    |

*ST*

2331 SEMIRA TN⊕  
2331 SEMIRA TN  
KNIWEGEN BRU B

17.3.1971 TWX NO 234

PLEASE CONTACT/CALL MR IRANZAD - PHONE NO 668992 OR 661967 AND ASK HIM FOR A REPLY TO MY TELEX OF MONDAY WITHIN 5 HOURS ELSE MY REPORT CAN ONLY BE 95 PER CENT FINISHED . BEST REGARDS .

MR. HORSLEY⊕  
2331 SEMIRA TN  
KNIWEGEN BRU B

⊕  
2331 SEMIRA TN

20.3.71 *میرزا تنگس*

TELEX IRTN 01 27/03 16.26  
CAN I BOOK CALL TO TELEX NR 758229 FORT WORTH TEXAS (U.S.A.)  
PLS TKS.

MOMPLS  
TKS SO MUCH DEAR SIR ⊕  
BELL HCPTR FTW

2000LVSEMI A

VIA RCA 1625 GMT DFDFDFDFDFDFD

2331 SEMIRA TN⊕  
BELL HCPTR FTW  
TELEX NR 758229 TEXAS U S A  
ATTENTION HORSLEY

FURTHER TO MY TELEX OF MARCH 17 TOTAL NUMBER REPTILES CONSIST SEVENTHY TURTLES FIFTYTHREE LIZARDS ALLOCATED AS FOLLOWS. STOP AA TURTLES FORTY SANDFLY, TWELVE DRAGONFLY, FOURTEEN GENDARM FOUR BLUEFLY STOP RECEIVED AS FOLLOWS SEVENTEEN SANDFLY, EIGHT DRAGONFLY, EIGHT GENDARM AND NO BLUEFLY BB STATUS LIZARDS ALLOCATED AS FOLLOWS STOP FORTY FOUR SANDFLY, FOUR IFH, ONE RLS , FOUR DRAGONFLY STOP RECEIVED AS FOLLOWS TWENTY ONE SANDFLY, FOUR IFH, ONE RLS AND TWO DRAGONFLY CC ALL FIGURES INCLUDE THOSE BEING USED AT CAGA FOR TRAINING

BEST REGARDS  
IRANZAD

2331 SEMIRA TN⊕  
BELL HCPTR FTW  
RI RI

*Confirmation*

TELEX

3-24-71  
0915

TELEX NO. 2331 SEMIRA  
TELEX TO: TEHERAN IRAN  
ATTENTION: OPERATOR

APPRECIATE YOU RETRANSMIT YOUR TELEX SENT MARCH 20 FROM IRANZAD  
TO HORSLEY AS ONLY PART OF MESSAGE RECEIVED THIS END. MANY  
THANKS.

HORSLEY  
BELLCRAFT

#524



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

March 31, 1971

F1:FMS:pb-3100

Major General H. A. Twitchell  
Chief Armish - MAAG  
APO New York 09205

Dear General Twitchell:

The Iranian Armed Forces have requested a technical and operational presentation on the AH-1 "Cobra" armed helicopter.

Pursuant to that request, I plan to arrive in Tehran on or about April 16th and will be accompanied by the following Bell employees:

|                |   |
|----------------|---|
| L. D. Kulik    | Applications Engineer - Armed Helicopters |
| H. A. Striker  | Manager - Support Operations              |
| C.P.B. Horsley | Representing Bell Helicopter - Brussels   |

You may recall that Mr. Horsley was a recent visitor to Tehran. I believe that he met with you and members of your staff as well as with senior officials of the Iranian Armed Forces. It was during Mr. Horsley's visit that the Iranians confirmed and clarified their desire for a Cobra presentation.

Because of high density altitude conditions in Iran, our presentation will cover both the AH-1G and the more powerful twin engine AH-1J model.

I have requested our representative in Iran, Mr. A. H. Zanganeh, to arrange a tentative briefing schedule commencing April 19th. During the two days or so between my arrival and the first briefing, I would like to use whatever time you and your staff may have available to acquire a better knowledge of the current and prospective helicopter situation in Iran as you view it and to coordinate our activities with you.





Page two

F1:FMS:pb-3100

It seems appropriate to mention in this letter that the timing of Cobra procurement is now the pivotal planning factor.

In April 1971 a final U.S. Military FY 70 production run of approximately 200 Cobras will begin. We have no indication of any follow-on U.S. procurement. Therefore, in order to take advantage of the price of this production run, it is necessary that customers place firm orders not later than 30 September, 1971. This is requisite to the procurement of long lead time components to mesh with any extended production schedule.

Later orders are susceptible to progressive and substantial price escalations generated by a combination of production rates and premiums attendant to accelerated component procurement.

I am looking forward with a great deal of anticipation to this visit, which I hope will open a program leading to the placement of American-manufactured helicopters in the Iranian force structure. My last exposure to that part of the world was as a member of a Pan American technical assistance team to Afghanistan where I spent over a year. Prior to that I ran the Pan Am show in Beirut with responsibilities in Syria and Trans-Jordan.

Needless to say, any comment or suggestion that you may have in connection with our plans would be most welcome.

I look forward to meeting you in the near future.

Sincerely,

BELL HELICOPTER COMPANY

A handwritten signature in cursive script that reads 'Frank M. Sylvester'.

Frank M. Sylvester  
Vice President  
International Marketing

مکتبہ ایرانیان  
۵۶۹۵  
۱۰/۱/۷۱  
میلہ

TELEX THN MOM

TELEX THN MOM

☼  
2331 SEMIRA TN

TELEX IRTN 01 02/04 05.18  
LINE TO FORT WORTH TEXAS TELEX NR 758229

☼

MOM VIA USA 5/20DFDF  
BELL HCPTR FTW

2331 SEMIRA TN

BELL HELICOPTER COMPANY FORT WORTH TEXAS TELEX NR 758229  
ATTN MR HOPSLEY  
RECEIVED YOUR TELEX MARCH 30 71 WITH THANKS  
AA AIRMAILED COPIES SPARE LISTS  
BB CONSULTED WITH WARDEN REGARDING PLANNING ARRIVAL BHC TEAM  
FOR FORMAL PRESENTATION SNAKE. WARDEN ADVISED ONLY MEETING  
GAMEKEEPER WILL BE SUFFICIENT ON THE IRANIAN PART. 17TH  
THROUGH 19TH APRIL IS SUITABLE TIMING.

CC GAMEKEEPER ANXIOUSLY AWAITING TO HEAR BHC DECISION AS REGARDS  
CAGA SITUATION AND WARDEN HOPEFUL HEARING BHC DECISION AT  
PLANND MEETING.

DD APPRECIATING MR ZANGANEH S HOTEL RESERVATION

BEST REGARDS ZANGANEH AND IRANZAD  
DID YOU RECEIVE OUR MESSAGE ALL RIGH?  
BELL HC54 052



Dear Khalil, As you can see from the attached letter plans and progress is being made.

I leave all the advance in-country planning in your good hands but suggest a few items to be covered.

- 1) Hotel reservations — suggest Semiramis (Double room for 4ms) or Park Hotel. All 4 rooms in same floor if possible.
- 2) Car + driver for duration of visit.
- 3) Office space at Air Taxi + Secretary.
- 4) 16mm movie projector + 35mm automatic slide projector.
- 5) All Generals of importance informed. (will hand)

carry formal invitations to be  
 given <sup>2 days in advance</sup> (will arrive in  
 country on April 14 from Kuwait.  
 I leave BHC next week.

b) Select site to brief  
 and decide whether it should  
 be to all three services together or  
 separately, etc.

The BHC - Augusta meetings  
 went "well" and we are  
 going to do all that may be  
 necessary to keep the market intact  
 and to ensure it remains with  
 us for the future.

I look forward to being  
 back and telling you all the news  
 etc. Have secured the Texas Refinery  
 Corp. for you.

This is going to be a most important visit,  
 and the success or failure of it will determine  
 the way BHC will go in the Middle East.  
 So, good luck and counting on you, B.A.T.

(Transcription) Date?

Dear Khalil,

As you can see from the attached letter plans and progress is being made.

I leave all the advance in-country planning in your good hands but suggest a few items to be covered.

- 1) Hotel reservations - suggest Semiramis (double room for FMS) or Park Hotel. All 4 rooms on same floor if possible.
- 2) Car & Driver for duration of visit.
- 3) Office space at Air Taxi & Secretary.
- 4) 16 mm movie projector and 35 mm automatic slide projector.
- 5) All Generals of importance informed. I will hand carry formal invitations to be given out. I will arrive in country 2 days in advance of others on April 14 from Kuwait. I leave BHC next week.
- 6) Select site to brief and decide whether it should be to all three services together or separately etc.

The BHC - Agusta meetings went 'well' and we are going to do all that may be necessary to keep the market intact and to ensure it remains with us for the future.

I look forward to being back and telling you all the news etc. Have secured the Texas Refinery Cmp for you.

This is going to be a most important visit, and the success or failure of it will determine the way BHC will go in the Middle East. So, good luck and counting on you & A.T.

As ever

Chris.

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

April 1, 1971.

Date S/13/1055

No. ....

Yr. Ref. ....



شرکت هواپیمایی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفگرافی: تهران ارتاکسی

تاریخ

شماره

۱۳  
نام خدایی هم

Mr. F. Sylvester,  
Vice President International Marketing,  
Bell Helicopter Co.,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Dear Mr. Sylvester,

It is with hope and confidence that I communicate with you and send this message and greeting from Teheran, for as I am sure you are aware, the future for Bell Helicopter Company has great promise here in Iran.

Before I go any further I must apologise for the delay in remitting this letter to you which was due to the Iranian New Year festivities coupled with holidays.

Agusta have now nearly finished their initial deliveries of 100 AB-206A's and 45 205A's, and whilst the Imperial Iranian Armed Forces are receiving their aircraft with complete dedication and enthusiasm, the overall situation as time progresses is deteriorating through the growing awareness of the poor training and support being given. I am sure you will agree that support is the key to market such sophisticated products as aircraft and helicopters, and the Imperial Iranian Armed Forces are determined to receive the very best. They are now expressing much interest in looking to Bell Helicopter in the States for this support in the knowledge that Bell are highly experienced and capable of providing such support. Initially, this may be a slow and limited programme of supplying A/C items as Agusta sold in the original contract 1000 hours of spare parts per aircraft, but within a couple of years we can look to this as being enormous potential for Bell. This is further compounded by the IIAF's undoubted desire to further increase their fleet to, at least, 150 UH-1 type helicopters and they talk of the Huey Cobra with great excitement, especially since the very successful visit of Prince Shahriar Chafik to Bell. We all look forward to a demonstration of that aircraft here in Iran.

خوبی  
هم

Pto...

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI  
April 1, 1971.  
Date  
S/13/1055 (Contd).  
No.  
Yr. Ref.....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۸۹۹۲ } تلفن

۶۱۱۹۶۷

تلفران: تهران ارتاکسی

تاریخ

2.

شماره

You will be receiving various AOG item orders in the near future and I do ask you to ensure that we receive an answer immediately on availability, and if available, speedy dispatch and notification of same, as the IIAF will be financially penalising us for any cables unanswered within three days and items dispatched not received within fifteen days (excluding freight losses etc.).

We had a very welcome visit from your Mr. Horsley last week, who has helped us in many meetings with the IIAF to establish future business and we all benefited from his knowledge, hard work and enthusiasm. We look forward to his return and further support and also we look forward to a visit perhaps from yourself to see the situation as it stands and the remarkable potential that exists.

Thanking you in advance and anxiously awaiting your early and favourable reply I remain, with kindest regards,

Yours sincerely,  
AIR TAXI COMPANY;

*A.H. Zanganeh*  
for A.H. Zanganeh,  
Managing Director.

AHZ/mgm

000M

380

ZCZCZ FTH 556

TLX FORT WORTH TEX 49/45 1 855P VIA WUI

LT  
AIR TAXI (1446)  
TEHRANIRAN

Handwritten notes and a circular stamp. The stamp contains Persian text: "تاریخ" (Date) and "شماره" (Number). Next to it is a handwritten "8". Below these are the handwritten numbers "2-11". To the right is a signature and the date "3/4/71".

REUR ORDERS S/13/10602 6147 S/13/10563 FURTHER OUR MSGS  
FEB 8 FEB 18 AND LTR MARCH 10 CURRENTLY HAVE MATERIAL TOTAL  
5,392.13 PLUS 2 PERCENT PACKING ON HOLD STATUS PLEASE  
CABLE ADVISE INTENDED REMITTANCE DATE SAME  
DON POWELL LOGISTIC CENTER BELLCRAFT

COL 1446 S/13/10602 6147 S/13/10563 8 18 10 5,392.13 2



## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable: Jehan, AIR TAXI

April 3, 1971.

Date: 5/13/1020

No.:

Yr. Ref.:

VERY URGENT

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention Mr. Don Powell - Logistics Centre

Dear Sirs,

We are pleased to inform you that we had a very important meeting with the Purchase & Procurement Department, who requested us to ask you to submit (preferably hand-carried with yourselves) the following proposals:-

- 1) Proposal for Two (2) Model 205A Helicopters as per the enclosed specifications including spare parts required for one year based on 480 hours per year utilisation. This proposal should be addressed direct to the Purchase & Procurement Dept., Saltanaatabad, Teheran/Iran.
- 2) Proposal covering Airframe Parts and spare parts as per enclosed lists a Summary of which is as follows:-
  - i) Model 206A  
Airframe Periodic Inspection Parts Requirements
  - ii) Model 205  
Airframe Periodic Inspection Parts Requirements
  - iii) List No. SPD 206A
  - iv) List No. SPD 205

These parts are required for the Iranian Helicopter Industries (I.H.I.). Your proposals should be addressed to Iranian Helicopter Industries, C/o Purchase & Procurement Dept., Saltanaatabad, Teheran/Iran.

We would like to draw your attention to the fact that similar lists have been forwarded to the following sources for quotations:-

\*\*\*\*\*  
A - 229

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date 5/13/1020 (Contd)

No. \_\_\_\_\_

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

2.

- i) Commercial Overseas
- ii) Amish Maag
- iii) Agusta

Therefore, our customer recommended that your prices should be as low as possible in order to meet the competition.

We draw your particular attention to the quantity of each item in the enclosed lists, which should be multiplied by the figures appearing on the right as marked in red.

Yours faithfully,  
AIR TAXI COMPANY,

*K. Iranzad*  
K. Iranzad,  
Sales Manager.

cc: Mr. C. Horsley

KI/mgm  
Encl.

ENCLOSURE 2BAuxiliary equipment and relevant provisions.*for 205A Mil. Std Helicopter**AB 205**Military*

- 1) Cargo hook
- 2) Auxiliary fuel tank
- 3) Covers
- 4) Rear view mirror
- 5) Litter installation (6)  
(litters excluded)
- 6) Ground handling wheels
- 7) External support
- 8) Adapter Kit
- 9) Provisions for the install.  
of Missile SS 11
- 10) Installation of SS 11 Missile  
excluded N. A. parts
- 11) SFOM 87 sight device
- 12) Provision for 4 machine guns,  
including hydraulic system  
for quick elevation
- 9-13) Radio Nav/equipment including:
  - FM-ARC 131 with ID - 48
  - HF-SSB100
  - UHF-AN/ARC 51BX
  - ARA 50 - Homing
  - Helmets HCU - 2AP

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable: Jahan, AIR TAXI

APR 13, 1971

Date: 5/13/1020

No.:

Yr. Ref.:

VERY URGENT

شرکت هواپیمائی ارتا کرسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتا کرسی

تاریخ

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention Mr. Don Powell - Logistics Centre

Dear Sirs,

We are pleased to inform you that we had a very important meeting with the Purchase & Procurement Department, who requested us to ask you to submit (preferably hand-carried with yourselves) the following proposals:-

- 1) Proposal for Two (2) Model 205A Helicopters as per the enclosed specifications including spare parts required for one year based on 480 hours per year utilisation. This proposal should be addressed direct to the Purchase & Procurement Dept., Saltanaatabad, Teheran/Iran.
- 2) Proposal covering Airframe Parts and spare parts as per enclosed lists a Summary of which is as follows:-
  - i) Model 206A  
Airframe Periodic Inspection Parts Requirements
  - ii) Model 205  
Airframe Periodic Inspection Parts Requirements
  - iii) List No. SPD 206A
  - iv) List No. SPD 25

These parts are required for the Iranian Helicopter Industries (I.H.I.). Your proposals should be addressed to Iranian Helicopter Industries, C/o Purchase & Procurement Dept., Saltanaatabad, Teheran/Iran.

We would like to draw your attention to the fact that similar lists have been forwarded to the following sources for quotations:-

| INTERNATIONAL MARKETING DEPT. شماره |                                     |
|-------------------------------------|-------------------------------------|
| APR 13 1971                         |                                     |
| Ref. No.                            |                                     |
| Assigned to                         | <i>Don Powell</i>                   |
| Action                              | <i>Follow up</i>                    |
| Info. Required to                   |                                     |
| Vice President                      | <input type="checkbox"/>            |
| Director                            | <input checked="" type="checkbox"/> |
| Model Support                       | <input type="checkbox"/>            |
| Administration                      | <input type="checkbox"/>            |
| Washington Office                   | <input type="checkbox"/>            |
| Manager Sales                       | <input checked="" type="checkbox"/> |
| File                                | <input type="checkbox"/>            |
| <i>H. C. Powell</i>                 |                                     |

♦♦♦♦♦

A-258

AIR TAXI CO.

Mehrabad Airport

TEHRAN

Tel. 40257

68992

611967

Cable Tehran AIR TAXI

Date 3.4.71 S/13/102 (Contd)

No. Yr. Ref.



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

۶۸۹۹۲ تلفن

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ

شماره

2.

- i) Commercial Overseas
- ii) Armish Maag
- iii) Agusta

Therefore, our customer recommended that your prices should be as low as possible in order to meet the competition.

We draw your particular attention to the quantity of each item in the enclosed lists, which should be multiplied by the figures appearing on the right as marked in red.

Yours faithfully,  
AIR TAXI COMPANY,

*K. Irianzad*  
K. Irianzad,  
Sales Manager.

✓ cc: Mr. C. Horsley

KI/mgm  
Encl.

AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 68992

611967

Cable Tehran AIR TAXI

Date.....

No.....

Yr. Ref.....



شرکت هواپیمائی ارتقا آدی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتقا آدی

تاریخ.....

شماره.....

ENCLOSURE 2BAuxiliary equipment and relevant provisions  
for 205A Military Standard Helicopter

- 1) Cargo hook
- 2) Auxiliary fuel tank
- 3) Covers
- 4) Rear view mirror
- 5) Litter installation (6)  
(Litters excluded)
- 6) Ground handling wheels
- 7) External support
- 8) Adapter Kit
- 9) Radio Nav/equipment including:

FM - ARC 131 with ID - 48

HF - SSB100

UHF - AN/ARC 51 BX

ARA 50 - Homing

Helmets HCU - 2AP

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date April 6, 1971.

No. S/13/1025

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفگرافی: تهران ارتاکسی

تاریخ: \_\_\_\_\_  
شماره: \_\_\_\_\_  
سید علی حسینی (به صفتی ۲ ماهی پرورد)

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Attention Mr. F. Sylvester - Vice President, International  
Marketing.

Dear Sirs,

We refer to our recent telex messages copies of which are enclosed for your immediate attention.

We must apologise for the delay in writing to you - this was due to the Persian New Year Holidays.

Please find enclosed copy of the List of Tools required for the Iranian Helicopter Industries.

We also enclose, herewith, photocopy of the Imperial Iranian Navy's enquiry for sixteen (16) items of Ground Support Equipment. Please send us your quotations as soon as possible.

The Imperial Iranian Navy also invites your quotations for a further fourteen (14) items of Spare Parts, as per enclosed photocopy.

The agreement with the Imperial Iranian Navy regarding the Open Credit Account in the amount of \$10,000.-- to cover 'ACG' orders, has not yet been signed due once again to the New Year Holidays. We are pursuing the matter and hope to finalise it in the near future.

With reference to your recent telex dated March 30, 1971, we immediately contacted General Toufanian and Mr. Lehesh and briefed them regarding your forthcoming visit to Teheran. As we telexed you on April 1, 1971, they were of the opinion that the Huey Cobra presentation should be made solely to them. They believe that, contrary to your decision, the.....

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 68992

611967

Cable Tehran AIR TAXI

Date 6.4.71

No. S/13/1025 (Contd).

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

2.

minimum exposure is most advisable. As to the timing, locations and invitations, we assure you that the necessary arrangements will be made by us.

Incidentally, for your information the Agusta team will be in Teheran during the 12th through 14th April. Therefore, your proposed schedule is quite in order. We are very pleased to hear that Mr. Horsley will arrive two days prior to the arrival of your main team. We will try to coordinate the plans with Mr. Horsley in the best way possible.

Finally, we appreciate your endeavours in arranging the hotel accommodation for our Managing Director at the Royal Monceau Hotel, Paris, for the duration of the Air Show.

Yours truly,  
AIR TAXI COMPANY,

K. Iranzad,  
Sales Manager.

cc: Mr. C. Horsley

KI/mgm



List of the Tools which cannot be made in Iraq

| <u>PART NUMBER</u>     | <u>TITLE</u>  |
|------------------------|---|
| Q 103503               | Holding Fixture Quill Assembly and 60° Gear Box     |
| Q 103510               | Tool Set Eng. to Frame, Alignment                   |
| Q 103517               | T/R Adjustment                                      |
| Q 103523               | Wrench Set Clutch Removal Export Quill Transmission |
| Q 103529               | Plate Assy.   |
| Q 103530               | Cage Copy Spacing                                   |
| Q 103531               | Block Cage  |
| Q 103533               | End Washer Removal                                  |
| Q 103534               | Alignment Fixture                                   |
| Q 103535               | Holding Fixture                                     |
| Q 103574               | Guide   |
| Q103581                | Wrench  |
| Q103590-Q103593 Q103-1 | T/R Gear Box Test Stand 200                         |
| Q103594-Q103595 Q103-1 | Frame, Test Stand, (200)                            |
| Q103596-Q103599        | N/A Blade Profile Inspection                        |
| Q103597                | T/R Blade Profile Inspection (200)                  |
| Q103598                | Tail Motor Blade Balancing Tool                     |
| Q103599-Q103-0         | File Run H.L. 200                                   |
| Q103600                | N/A Balancing Tool                                  |
| Q103607                | 200, N/A Blade Profile Inspection                   |
| Q103607                | T/R Profile Large. Tool with Comparator             |
| Q103608-1              | 200, 60° Gear Box Test Stand                        |
| Q103609-Q103-1A1A1     | Balancing Fixture Tail Motor Blade                  |
| Q103610-Q103-01-1A1F   | N/A Blade Balancing Tool                            |
| Q103611                | Attorno Eliminate Frame R/P (200)                   |
| Q103612-Q103-11A1C-1   | Alignment Fixture (Final Assy)                      |
| Q103613                | Attorno Allignment Frame, R.C. Con File             |
| Q103614                | 200, Frame, Test Stand                              |

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI  
Date April 6, 1971.

No. ....

Yr. Ref. ....

LT



شرکت هواپیمائی ارتاکسی

فروودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلگرافی : تهران ارتاکسی

تاریخ .....

شماره .....

C A B L E

BELLCRAFT FORT WORTH TEXAS (USA)

ATTN LON POWELL REURCAB APRIL1ST PLEASE WITHHOLD  
SHIPMENT NAVY ORDERS ADDRESSED AIRTAXI AWAIT UNTIL  
NAVYS OPENCREDIT CONTRACT SIGNED

AIRTAXI

| HELICOPTER COMPANY                                   |             | EXPORT LICENSE               | CUST. ORDER NO. |          | 96539        |            |             |
|--|-------------|------------------------------|-----------------|----------|--------------|------------|-------------|
| AIR TAXI COMPANY<br>MEHRABAD AIRPORT<br>TEHRAN, IRAN |             | PARTS                        |                 | QUANTITY |              | UNIT PRICE |             |
| ATTENTION: MR. A. H. ZANGANEH<br>MANAGING DIRECTOR   |             | NO. 1                        |                 | TYPE     |              | COST       |             |
| ITEM NO.   | PART NUMBER | NOMENCLATURE                 | ORDER QTY.      | U/M      | SHIPPED QTY. | UNIT PRICE | TOTAL PRICE |
| 1  | 205A        | Maintenance and Overhaul     | 5               | ea.      |              | N/C        | N/C         |
| 2  | 206A        | Maintenance and Overhaul     | 5               | ea.      |              | N/C        | N/C         |
| 3  | 205A        | Illustrated Parts Catalogues | 5               | ea.      |              | N/C        | N/C         |
| 4  | 206A        | Illustrated Parts Catalogues | 5               | ea.      |              | N/C        | N/C         |

MAR 17 1971  
574

*Rec'd w/ thanks  
7/4/71*

ABOVE ITEMS ARE OF GERMANY, PRODUCT OR MANUFACTURE OF THE UNITED STATES, THESE COMPANIES LICENSED BY U.S. FOR REEXPORTATION TO IRAN, DIVERSION CONTRARY TO U.S. LAW PROHIBITED. PARTS ON THIS INVOICE WERE MANUFACTURED BY BELL HELICOPTER CO. OR ITS SUPPLIERS IN ACCORDANCE WITH APPLICABLE DESIGN AND ENGINEERING REQUIREMENTS.

CREATED FROM INVOICE  
*[Signature]*  
AUTHORIZED REPRESENTATIVE, BELL HELICOPTER COMPANY

**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran, AIR TAXI

Date April 7, 1971

No. S/13/1031

Yr. Ref. ....



شرکت هواییمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

۶۸۹۹۲ تلفن

۶۱۱۹۶۷

تلفرانی: تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Comapny,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.

Attention: Mr. D. Mitchell  
Administration Manager


Dear Sir,

We acknowledge with many thanks receipt of twenty (20) sets of publications relating to 205A and 206A helicopters as per enclosed invoice which we have signed.

Please arrange to send us additional maintenance and overhaul, illustrated parts, catalogues and price lists of all your models including 212 and 47 series of helicopters.

Thanking you in advance, we remain,

Yours faithfully,  
AIR TAXI COMPANY

  
A. H. Zanganeh,  
Managing Director.

CC: Mr. Chris Horsley

07/04. 19.40 ☼  
2331 SEMIRA TN  
☼  
2331 SEMIRA TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 45 4-7-71 1125AM MSG 45

951-2331 SEMIRAMIS HOTEL TEHRAN IRAN

ATTN K. IRANZAD, TEL. NO. 668992

AA MANY THANKS YOUR TELEX APRIL 1 AND CONTENTS DULY NOTED.

BB APRIL 17-18 WILL BE SPENT IN GENERAL DISCUSSIONS AND PREPARATIONS AND APRIL 19 THE FIRST DAY OF BRIEFINGS.

CC MAIN TEAM STILL PLANNING ARRIVAL EVE APRIL 15 AND SELF EVE 14TH. APPRECIATE CONFIRMATION OF HOTEL RESERVATIONS.

BEST REGARDS

HORSLEY BELLCRAFTT

END BL☼

☼  
2331 SEMIRA TNM

NNN

ZCZC FTH607/GMF541 WUA940  
CD FORT WORTH TEX 47/36 6 133P EST VIA WUI



LT  
AIR TAXI (1446)  
TEHRANIRAN

612

Handwritten notes: 2/4, 0700, and 7/4/71

PLEASE OBTAIN ACCORDANCE WITH INSTRUCTION FLY LEAF  
FORWARD OUR ATTENTION TO SUPPORT OUR APLICATION FOR  
EXPORT LICENSE PLEASE CABLE ADVISE APPROXIMATE DATE  
WE WILL RECEIVE FORMS  
DON POWELL LOGISTIC CENTER  
BELLCRAFT

COL 1446 3

✓ خدمت ایرانشاد

2331 SEMIRAMIS HOTEL  
TEHRAN IRAN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 64 4-8-71 . 'B 64 405PM

951-2331 SEMIRAMIS HOTEL  
TEHRAN IRAN

ATTN KHAUI IPANZAD, TEL. NO. 668992

WILL ARRIVE TEHRAN PA114 2300 LOCAL SATURDAY 10 APRIL. LOOK  
FORWARD TO SEEING. BEST REGARDS.

HORSLEY BELLCRAFT

END EL

#  
2331 SEMIRAMIS HOTEL

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable: **Lehran AIR TAXI**  
April 8, 1971.

Date.....

No.....

Yr. Ref.....



C A B L E

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلگرافی : تهران ارتاکسی

تاریخ.....

شماره.....

BELLCRAFT FORT WORTH TEXAS (USA)

ATTENTION HORSLEY

HOTEL RESERVATION MADE SEMIRAMIS

AIRTAXI



## MACK TRUCKS WORLDWIDE LIMITED

BOX M  
 ALLENTOWN, PENNSYLVANIA 18109  
 NY CENTREX # 18  
 TELEEX NO. 084-7428

April 8, 1971

*Admission 2/11/71  
 Hagen B. McGuire*

Mr. John E. Gallagher, Jr.  
 International Sales Representative  
 Bell-Helicopter Company  
 P.O. Box 482 *FILE: I.P.N. 1-4*  
 Fort Worth, Texas 76101

*CPRH*

Dear Mr. Gallagher:

One of our service engineers just returned to Allentown from Iran and brought with him your film on fire suppression with helicopters. I only had a few minutes to speak with him, but I understood that comments concerning the discussions of your film were very favorable and that the Fire Department in Teheran is still interested in the entire project.

I have today forwarded the film marked to your attention via parcel post and I would appreciate your acknowledging receipt. I have additionally insured the shipment for \$100.00 and trust that this will cover the expenses in the unlikely event that it is misplaced or lost.

As mentioned earlier the whole fire equipment deal is still very active and I will keep you advised of our progress.

Very truly yours,

MACK TRUCKS WORLDWIDE LIMITED

*Hagen B. McGuire*  
 Hagen B. McGuire  
 Assistant Regional Manager

sat



**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date April 10 1971

تاریخ .....

From **A.H. Zanganeh, Managing Director.**

کوییده

To

گیرنده

Request

مورد درخواست

Upon receipt of Bell Helicopter's telex No.231 dated March 30 1971 regarding the arrival of the Bell' team consisting of the following:

1. Mr. F.M. Sylvester
2. " H.A. Striker
3. L.D. Kulik
4. C.P.B. Horsley

I immediately approached General Khatami, C-in-C IIAF and also General Toufanian of the MIO, and personally related the purpose of the visit of Bell's team to Iran.

Contrary to Bell's decision to make a maximum exposure and wide publicity, both Gen. Khatami and Gen. Toufanian as well as Mr. Dehesh, agreed with me that Bell should play a very low key and only coordinate and adhere to further guidance/instructions which would be given to them.

امضاء

Action Taken

~~Sgd~~  
اقدام انجام شده

امضاء

Sgd.....

**AIR TAXI**

MEHRABAD  
Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی  
تاریخ ۵۰/۱/۲۱ = April 10, 71

ارقاگسی

مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

کویته (آر. س. آنر)

To

گیرنده

Request

مورد درخواست بجز در ایف ایکس مهرآباد - ورود اولین تیم کلبانی BELL

1. Mr. F. M. Sylvester
2. Mr. H. A. Striker
3. Mr. L. D. Kulik
4. Mr. C. P. B. Horalay

همین بار با سیمار خاتما و سیمار طرمانیان اطلاعات بهر آورده و برآورد  
و هدف ازس نرس تیم BELL با اطلاع آنها رسیده است. برخلاف  
نظر کلبانی BELL که تعمیم دارند تبلیغات وسیع و ضائقه های دامنه دار  
به پرده بنامند، همانطوریکه نظر آنها ازنگنه لبه سیماران نامبرده و

همین آنگاه دهنش تا کید نموند بهیچ تبلیغات بود که امضاء  
Action Taken و سرور مدرا ایجاب نرزد و ضرورتاً طبق توصیه در اینها  
Sgd. اقدام انجام شد

امضاء

Sgd.....

Hamilton A. Howze  
GENERAL U.S. ARMY (RET.)  
CONSULTANT to  
B.H.C.  
1-7/17/1971

(817) 280-9008  
11/11/71  
DEE E. MITCHELL  
INTERNATIONAL MARKETING & ADMINISTRATION  
BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

15-23 April '71  
(817) 280-3400  
FRANK M. SYDWINSTER  
VICE PRESIDENT  
INTERNATIONAL MARKETING  
BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

(817) 280-2900  
Isle Jack  
JOHN E. GALLAGHER, JR.  
INTERNATIONAL SALES REPRESENTATIVE  
BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

EDITING  
15-11-71  
CAMERA  
B TONY BEARDEN  
1903 DELTA DRIVE  
ARLINGTON, TEXAS 76012  
817/265-1054

15-23 April 1971  
(817) 280-3400  
280-3400  
HARRY A. A. STIKER  
MANAGER  
SUPPORT OF OPERATIONS  
BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

بہار ریلوے  
در بارہ  
اپنی کتاب  
تعمیر  
BELL HELICOPTER  
V. H. HUNT  
GENERAL MANAGER - EUROPE  
AVENUE LOUISE - 1050 BRUSSELS - TEL 49.99.01 - 49.99.02

(817) 280-2900  
CHARLES R. RUDNING  
VICE PRESIDENT, PROGRAM MANAGEMENT  
BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

15-23 April 71  
(817) 280-2900  
LEONARD E. D. KULIK  
APPLICATIONS ENGINEER  
BELL HELICOPTER COMPANY  
P. O. BOX 482 FORT WORTH, TEXAS 76101

646

NNNN

807

113c / J  
9-4

ZCZC FTH276/FTA103

A TEHERAN NEWYORK GMF668 8 NFT

PORT WORTH TEX FTH607/7 GMF541/6/133 P LT AIR TAXI 1446

RD CK46/46 NEFAT

A 14710 RE GM541 WUA940/6 LT AIR TAXI ETC HW CLEAN COPY

Handwritten signature and date: 10/4/71

LT AIR TAXI 1446

TEHRAN

PLS OBTAIN 3 COPIES FC-843 FORMS FROM NEAREST AMERICAN  
EMBASSY COMPLETE IN ACCORDANCE WITH INSTRUCTION FLY LEAF  
FORWARD OUR ATTENTION TO SUPPORT OUR APPLICATION FOR EXPORT  
LICENSE PLS CABLE ADVISE APPROXIMATE DATE WE WILL RECEIVE FORMS  
DON POWELL LOGISTIC CENTER BELLCRAFT

COL LT 1446 3 FC-843

113c / J  
9-4

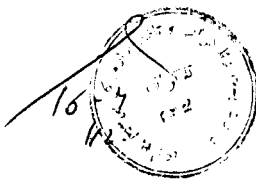
648

CZ

725

ZCZC FTH437 GMF811

CD TDGI TLX FT WORTH TEX 31 15 232P



LT

AIR TAXI 1446

CHRANIRAN

*Sh*  
*17/4/71*

FURTHER MASG APRIL 6 PLEASE CABLE PLEASE CALE ADVISE

APPROXIMATE DATE WE WILL RECEIVE FC 843 FORMS

FOR SUPPORT OUR APPLICATION EXPORT LICENSE

DON POWELL CONNSPARES BELLCRAFT

COL 1446 6 FC 843 POWELL CONNSPARES

LIRE POWELL CONNSPARES

INTERNAL MEMO

From: K. Iranzad, Sales Manager.

April 24, 1971.

During the one-week stay in Iran of the BHC team, which consisted of the following gentlemen,

Mr. Sylvester  
 " Striker  
 Kulik  
 Horsley

as per Mr. Zanganeh's instructions the following arrangements should always be made available for BHC whenever their representatives visit Iran, "Free of any charge"

AIR TAXI AIRCRAFT as many as required  
 Private cars with drivers,  
 Film and slide projectors,  
 Office space in AirTaxi Co.'s premises  
 secretary and were put at their disposal.

1. I met the team on their arrival at Mehrabad Airport April 15 1971 at 23.59hrs.
2. Meeting with Mr. Dehesh in his office on April 16 for their introduction and also arranging and making an appointment to meet Gen Toufanian and other preliminary actions on - Huey & HueyCobra program in Iran.
3. Meeting in Air Taxi Co. at 9 am on April 17 1971. Lengthy discussions concerning the implementation of Bell Helicopter Co.'s programme, fact finding about Agusta's activities and presentation of the Huey Cobra helicopter to The Commanders of the Iranian Armed Forces ensued. In the afternoon of the same day an arrangement was made for the BHC team to visit Gen Twichell and Gen Patton of the U.S. Maag.
4. On April 18 1971 a meeting was held in the MIO office with the participation of Gen Toufanian and Mr. Dehesh. At this meeting the Huey Cobra Helicopter was presented to the General who was considerably impressed and indicated that it is the intention of the Iranian Government to evaluate this helicopter and most probably purchase Huey Cobra helicopters in the near future.
5. April 19 1971 was very active and productive day starting from 8 am when a meeting was arranged with the IIN authorities namely Adm. Ardalan (Logistics) and Col. Vali (Commander of Naval Aviation) at the IIN Headquarters. At 10 am another meeting was held in the IIAA headquarters with Gen. Chandahari, CinC, and Major Tohidi (Material).

At both the above meetings lengthy discussions were held concerning the future programmes of BHC in Iran and presentation of the Huey Cobra helicopter. The team returned to Air Taxi Co. about noon. After a quick lunch, as previously arranged, Mr. Zanganeh piloted an Aero Commander aircraft and flew the team from Mehrabad Airport to Doshan Tappeh Air Bse, to meet Gen Khatami C in C IIAF and other high ranking officers. The necessary clearances had already been arranged by Mr. Zanganeh. After preliminary introductions of the BHC team regarding their programme in Iran, discussions took place in a friendly atmosphere

....!

for about an hour and a half. Gen Khatami gave very important and useful guidance and advice for the future sales of a Huey Cobra. The BHC team were very impressed. At the end of the meeting they returned with the same aircraft to Air Taxi's premises at Mehrabad Airport.

6. On Tuesday April 28 1971 at 7am a Air Taxi Aero Commander Aircraft was scheduled to fly the team to Isfahan accompanied by myself. Arrangements were made for a private car and hotel reservations at the Shah Abbas Hotel for overnight stay of the team. Immediately on arrival I took the team to the IIAA Base Major Emadi (Commander of the Base) and Major Farrokhsereht (Maintenance) who are close friends, gave us a warm reception and took the team on a tour of the base including the spare parts store, warehouses, hangars etc. (IIAA aircraft are being maintained by Air Taxi Co.). In the meantime, we visited Lt. Col Don A. Butler, U.S. Maag Rep at the IIAA and Mr. Martin O'Leary, Avco Lycoming Tech Rep of IIAA at Isfahan. The BHC team discussed all problems of mutual interest. Major Emadi expressed his appreciation at the Bell Team's visit to the base and he put himself at the disposal of the team for any other assistance, he even permitted the team to fly over the base and take photographs of the base and environment in order to have full information about Bell's knowledge.
7. On Wednesday April 21 1971 after 36 hours of stay in Isfahan on a very useful fact-finding and familiarization tour as well as matters pertaining to Agusta's activity and position down there, the team returned to Teheran with the same aircraft.





AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
Date April 24/71 = ۵۰۲۳ تاریخ

ارتاکسی

مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوبنده خ - ایران زار

To

گیرنده

Request

مورد درخواست

طرح یک هفته ای امتحان BEEL در ایران (سلیکتر  
 سترالین - کولیک و هورس) طبق دستور کار سترالین  
 مدیر عامل ترقیات زیر و ملاتهای لازم بشرح ذیل  
 اینهمه گرفت :

۱) آماده شدن اومپ (اختصاصی) بارانند بربر تمام مدت  
 امتحان سترالین - پروژکتور فیلم و اسلاید - دفتر  
 سکتور و ارتباطات .

۲) استقبال در مهرآباد هنگام ورود ساعت ۲۳:۵۹ روز ۱۵ اردیبهشت ۷۱

۳) ملاقات در دفتر کار دیپلوماتیک برای ملاقات سترالین  
 طوفا نایب و سایر مقامات لازم . نهار شب و صبح (۱۶ اردیبهشت ۷۱)


۴) حسب مدارات کس در ساعت ۹ صبح ۱۷ اردیبهشت و هنگام  
 معقر در باره اجرائی برنامه های BEEL ، (اطلاع از)  
 اقدامات Augusta و موفی ملیکوت Hueycobra  
 به فرماندهی نیروی مسلح است . بعد از ملاقات با Gen. Twissell  
Gen. Patton

۵) روز ۱۸ اردیبهشت ترتیب ملاقات با مین و طوفا نایب در  
 ۱۱۱۵ و در دیپلوماتیک و موفی Hueycobra داده شد  
 ملاقات بسیار جالبی بود و از طرف مین و طوفا نایب  
 دولت ایران برابر اردیبهشت ۷۱ و چون احتمالی  
 این فرآیند ملیکوت به سترالین اطلاع گردید .

امضاء  
Action Taken

Sgd .....  
اقدام انجام شده

امضاء

Sgd 

A - 224

AIR TAXI

INTERNAL MEMO

ارتقا کسمی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel. 68992  
611967

Date

1

تاریخ

۶۸۹۹۲  
۶۱۱۹۶۷

صفحه ۲

From

کوبنده خ - لبرون زار

To

کیرنده

Request

مورد درخواست

(۶ روز ۱۹/۴/۶۸) بسیار روز فعال و پر سرگرمی بود. شتر شیب  
 از ۸ تا ساعت ۱۲ صبح ترافیک قبیح با دیدار در اردلان و کربندک  
 والی در تمام ۱۱۲ ولایت است. ادرت در مازندران با  
 حضور سیم رقیذی در زمانه هوای روزی در کرد تو صدی  
 ملاقات و مذاکرات مفصل در باره ترافیک BELL  
 در آتیه در لبرون دستور بدل جدید Hueycobson  
 لبرون آمد. قیام خردی در ترافیک مراجعت و بریز حرف  
 لبرون مختصر طبق ذکر قبیل خود آتیه با جواب (مختصا صی  
 و صلی فی سخن سیم راجعت عقده است با سیم راجعتی از لبرون  
 میزبان گاه دوستی سیم راجعتی در سیم (البته عقده آتیه  
 زنگنه ترتیب لازم بر سر موضوع آتیه در وقتن اجازه ورود  
 مخصوص را داده بودند). مذاکرات در محیط دوستانه  
 مدت بسیار از یک ساعت و نیم بطول انجامید و لبرون عقده است  
 و البته است سیم BELL. سیم راجعتی دستورات در این باره  
 هم بسیار مفید بود در زمینه پایه گذاری جامع بر سر BELL  
 در لبرون برابر آتیه فرمودند و سیم BELL بسیار گت و شرواح  
 لبرون در تمام مذاکرات و این ملاقات مفید و جانب سیم بود  
 میزبان مهرآباد دفتر لبرون کن مراجعت می نمود.

امضاء

Sgd

Action Taken

اقدام انجام شده

امضاء

Sgd

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
Date / تاریخ

ارتقا کسبی

مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

موضوع

From  
To  
Request

گوینده  
گیرنده  
مورد درخواست

خواهشمند است به موجب روزنامه ۷ مرداد به تیم در وضعیت لرون راد  
با هواپیمای اعصاب Aerocommander با مقصد  
پل از درود ماهونان با اتوبوس اعصاب م ملاقه و سید  
هترتا به عمارت کبریا در پل راد مت روز و اسون شده به  
عازم مایک و همایون در امونان سویم. پرواز فرانسه  
مایک و سرگرد عمارت در رشت نگهداری سرگرد فرست  
که از دستک بوم و هواپیمای آنرا در ارتقا کسب نگهداری نمایند  
ملاقات جهت آمدن سرگرد عمارت موقتاً تیم را جهت بازگرد  
تجهیزات مایک و و درین اربار مایک و آسینا نه درمینه  
هدایت نموده. فقط Lt. Col. Don A. Butler  
فرستاده U.S. MARAG و Mr. Martin O'Leary  
توضیح می‌دهند که در خدمت همایون می‌باشند  
موظف و با آنها نیز مذاکرات موفقی انجام آمده. سرگرد عمارت  
از ملاقات تیم BEAL اظهار خوشنویسی نموده و حتی اجازه  
مفصّل دادند (مناظره روابط جنبه با شرکت ارتقا کسبی) که  
عین روز برواق با هواپیمای اعصاب قنبر از فرستک سهران  
علیهما برواقی از وضعیت مایک و همایون در (مهمانی)

امضاء  
Action Taken

Sgd.....  
اقدام انجام شده

امضاء

Sgd.....

A-224

AIR TAXI

MEHRABAD

Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date

/

تاریخ

ارتاکسی

مهرآباد

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

مصطفی ۴

گوبنده

To

گیرنده

Request

در موقعیت آن در ایر اطلاعات لازم استخوان  
نماند -

مورد درخواست

(۷ روز چهارشنبه ۲۱/۴/۷۱) پیراز ۶۳ است  
انامت در اصل زبان دکتب اطلاعات و رسانا  
کامر دبیر معید و کف حقائق معید درباره  
معدت Agusta ، جهان براسار اقتصاصی  
Aerocommander کتوتل شرکت ارتاکسی در امتیاز  
تیم BELL گذارشته مذکور تهران مراجعت نمودیم.

امضاء

Action/Taken



Sgd

اقدام انجام شده

امضاء

Sgd



A - 224



# BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 • A **Textron** COMPANY.

F1:FMS:pb-3119

|                 |  |             |  |
|-----------------|--|-------------|--|
| TECH. ADVISOR   |  | J. ZANGANEH |  |
| April 13, 1971  |  |             |  |
| CHIEF PILOT     |  | K. HUNT     |  |
| OPS. ADJ.       |  | M. H. HUNT  |  |
| CONTING.        |  | M. RABBI    |  |
| PERSON. & ADM.  |  | E. AGHABRI  |  |
| GENERAL MANAGER |  | V. H. HUNT  |  |

13

*Handwritten:* 27/4/71

Mr. A. H. Zanganeh  
 Managing Director  
 Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran

Dear Mr. Zanganeh:

In the interest of providing improved support and closer liaison for your Bell Helicopter marketing efforts, sales management responsibility for your territory, Iran, has been transferred to the Bell Helicopter office in Europe, of which Mr. V. H. Hunt is General Manager. The address of this office is:

Bell Helicopter  
 479 Avenue Louise  
 1050 Brussels, Belgium

Telephone: 49 99 01 & 02  
 Telex: 846 24588 "KNIWEGEN"

As future contact should be made with Mr. Hunt, we ask that henceforth all correspondence and communications previously directed to International Marketing in Fort Worth be directed to his attention at the office in Brussels. That office is capable of providing full support locally, and in addition, has excellent lines of communication with all departments of the factory in Fort Worth. However, you are encouraged and requested to continue to communicate directly with the Logistics Center and Service Department at Bell Fort Worth on all matters pertaining to spare parts orders and technical assistance.

We are confident this change in organizational structure will serve to expedite communications, facilitate and increase personal contact, and be mutually beneficial in meeting our sales goals.

Sincerely,

BELL HELICOPTER COMPANY

*Handwritten signature:* Frank M. Sylvester

Frank M. Sylvester  
 Vice President  
 International Marketing

*Handwritten:* Aved AA 27/4/71



April 28, 1971  
 F1:FMS:pb-3127

AIDE MEMOIRE

SUBJECT: IRAN COBRAS  
 REFERENCE: TELECON - Horsley (Iran)to Sylvester (Fort Worth)

Chris Horsley called to advise on the following points relevant to the Iranian Cobra program:

- 1) Lt. Gen. H. Toufanian - C.G. of the Iranian Military Industrial Organization - who reports in that capacity directly to the Shah and is responsible for all military procurement - and Gen. Minbashian - Commander in Chief, Iranian Ground Forces - have met with the Shah and have come out strongly in favor of Cobra.

His Majesty has asked the MAAG - Maj. Gen. Twitchell-for recommendations as to how they should proceed.

Twitchell - who has less than 60 days to go before retirement - has replied that he is not in a position to either answer the question or make any decision in this matter and is going to refer the matter back to the Pentagon. Just where in the Pentagon is not known at this point in time.

Brig. Gen. O. Patton, Chief of Army Section, has informed Horsley that his group is convinced of the Iranian intent to buy Cobra.

Gen. Khatemi - C in C, Iranian Air Force, has also reported to the Shah as being in favor of Cobra for the Air Cav Mission.

- 2) The special film strip for the Shah which we agreed to prepare on a "time-is-of-the-essence" basis is now urgently needed, and both Gen. Toufanian and Dehesh have said that it would be highly useful to them and advantageous to us if Len Kulik could hand-carry the film to Iran prepared to brief others in the Iranian Forces and that it is probable that the Shah would wish to interview Len directly.
- 3) Ambassador McArthur has also seen the Shah in our behalf and reports a favorable reaction.



Page two

F1:FMS:pb-3127

- 4) Corrado arrives Teheran on Friday, April 30. When he has covered the same bases that we did, we can expect to hear from him.
- 5) Gen. Toufanian and Dehesh requested us to leave Horsley in Teheran through the week ending April 30 and have now requested a seven day extension to this to which I acceded.

A handwritten signature in black ink, appearing to be 'F. Sylvester', enclosed within a hand-drawn oval.

Frank M. Sylvester  
Vice President  
International Marketing

cc: J. F. Atkins  
H. W. Weichsel, Jr.  
V. H. Hunt  
W. J. Yates  
R. B. Kenworthy  
L. Kulik  
R. L. Ramsey

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 68992

611967

Cable Tehran AIR TAXI

Date.....

No.....

Yr. Ref.....



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفگرافی: تهران ارتاکسی

تاریخ: ۳۰ اردیبهشت (April 30, 71)

شماره.....

هواپیمائی ارتاکسی

در باره - کتابهای فنی نگهداری و تعمیرات یدکی موتورهای لایکومینگ

با کمال احترام بیوست *بر بزرگ* نشریات فنی موتورهای لایکومینگ را به

شرح زیر تقدیم مینماید:

*Two (2) Illustrated Parts Breakdown  
'Bell' Helicopters Models (205A  
and 205A-1) and 206A*

خواهشمند است دستور فرمائید وصول نشریات فوق را در ذیل رونوشت این نامه

بیوست مینماید \* اعلام فرمائید \*

ضمناً در آتیه آنچه اوراق متمم و ضمیمه انسانی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد \*

باتشکر و احترام

شرکت هواپیمائی ارتاکسی

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



**AIR TAXI CO.**

Mehrabad Airport  
TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date.....

No.....

Yr. Ref.....



آشیانه هواپیماهای سلطنتی  
IMPERIAL HANGAR

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تلفگرافی: تهران ارتاکسی

تاریخ: ۱۳۵۰/۲/۱۳ (May 3, 71)

شماره ۱۰۱

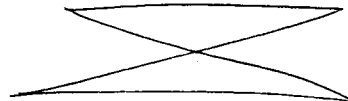
در باره = کتابهای فنی نگهداری و تعمیرات بدنه، اَلِیکوپترهای بِل

با کمال احترام بهیوست تعدادی نشریات فنی اَلِیکوپترهای بِل مدلهای مختلف را

به شرح زیر تقدیم مینماید \*

BELL HELICOPTER COMPANY

|   |   |       |
|---|---|-------|
| MODEL UH-1D BOOK                                      | 1 | EACH. |
| BELL HELICOPTER BOOK                                  | 2 | "     |
| MODEL 212 BOOK (SEPTEMBER)                            |   |       |
| 1970  | 2 | "     |
| BELL JET RANGER BOOK                                  | 1 | "     |
| ROTORWAYS MAGAZINE (VOLUME 2-NUMBER 3)                | 2 | "     |
| RECOMMENDED INITIAL STOCK OF SPARE PARTS (205A-1)     | 1 | "     |
| AIRFRAME PERIODIC INSPECTION PARTS REQUIREMENTS (212) | 1 | "     |



خواهشمند است دستور فرمایند و بهرول نشریات فوق را در ذیل، رونوشت این نامه کسبه

بهیوست مینماید کتباً اعلام فرمائید \*

نمنا در آنتیه آنچه اوران متم و شمائم اشافی وغیره برسد نورا جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد \*

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date.....

No.....

Yr. Ref.....



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷  
۶۸۹۹۲ تلفن  
۶۱۱۹۶۷

تلگرافی: تهران ارتاکسی  
تاریخ: ۱۳۵۰ / ۱۹ / ۱۳  
(May 3, 71)

شماره ۱۰۱

هواپیمائی نیروی زمینی شاهنشاهی

IMPERIAL IRANIAN ARMY AVIATION

در باره - کتابهای فنی فکودان، و قطعات یدکی هلیکوپترهای بیل

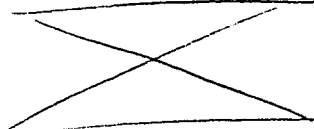
با کمال احترام بپیوست تعدادی نشریات فنی هلیکوپترهای بیل مدل‌های مختلف را

به شرح زیر تقدیم می‌نماید.

BELL HELICOPTER COMPANY

- BELL HELICOPTERS MAGAZINE
- MODEL UH-1D BOOK
- JET RANGER SUMMARY REPORT
- ROTORWAYS MAGAZINE (VOLUME 2 - NUMBER 3)
- RECOMMENDED STOCK OF SPARE PARTS (205-1)

- 2 EACH.
- 1 "
- 1 "
- 2 "
- 2 "



خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل، رونوشت این نامه کسه

پیوست می‌باشد کتبا\* اطلاع فرمائید.

شما\* در آتیه آنچه اوراق متمم و ضمیمه اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد.

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

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نیروی دریایی شاهنشاهی

IMPERIAL IRANIAN NAVY

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلفگرافی: تهران ارتاکسی

تاریخ: ۱۳۰۰/۲/۱۳  
(May 3, 71) ۱۰۱ شماره

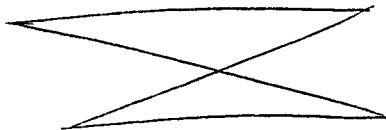
در باره = کتابهای فنی فکمد ارتاکسی و تطبیقات یکدیگر هلیکوپترهای بسل

با کمال احترام بهیست تمسدا دی نشریات فنی هلیکوپترهای بل مدل‌های مختلف را

به شرح زیر تقدیم مینماید \*

**BELL HELICOPTER COMPANY**

- BELL HELICOPTER MAGAZINE 2 EACH.
- JET RANGER (SUMMARY REPORT) 1 "
- UH-1D HELICOPTER BOOK 1 "
- ROTORWAYS (VOLUME 2-NUMER 3) 2 "
- RECOMMENDED STOCK OF SPARE PARTS MODEL (205A-1) 1 "
- RECOMMENDED INVENTORY FOR COMPONENT OVERHAUL (206A)- 1 "



خواهشمند است دستور فرمایند وصول نشریات فوق را در تذکره ریزنوشت این نامه که

بهیست میباید کتابها اعلام فرمائید \*

نسخه در آتیه آنچه اوراق متمم و ضمیمه اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهند شد \*

با تقدیم احترام

شرکت هواپیمائی ارتاکسی

کمال‌الدین مبارک‌زاده دارگری  
۰۹۳ ۵۰۰۲۱۴

13

NNNN

ZCZC FFTH0031

GMF419

WORTH TEX 35/33 4 1053A

542  
6/5/71  
5/5  
7

LT

AIR TAXI ( 1446) TEHRANIRAN

REUR LTR S/13/1020 FOR QUOTATION DATED APRIL 3 SPD FOR  
MODEL 205 AND 206A EXPECT TO AIRMAIL FORMAL

QUOTATION WEEK OF MAY 10

DON POWELL LOGISTIC CENTER

BELLCRAFT

COL LTR S/13/1020 3 205 206A 10



BELL HELICOPTER COMPANY  
POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
VICE PRESIDENT INTERNATIONAL MARKETING

May 5, 1971

General M. Khatemi  
Commander in Chief  
Imperial Iranian Air Forces  
Deshvar-e-Appah  
Tehran, Iran

Dear General Khatemi:

I want to express my sincere appreciation for the time you spent with me and my associate Mr. Horsley, together with Mr. A. Zanganeh, in your office on April 20th. The background and insight that you gave me on the Iranian Air Force in particular and the Iranian Forces in general was extremely interesting and of great value.

I am sincerely grateful and hope to see you again on the occasion of my next visit to Iran which, for both business and personal reasons, I hope will be soon.

Yours respectfully,

  
Frank M. Sylvester

FMS:pb-3142

تکلیف‌های جنوری

NNNN  
ZC ZC FTH090 GMF206  
FORT WORK 67 2 1100A

3/6/71  
2200  
5/6/71

LT  
AIR TAXI  
TEHRANIRAN

1785

REUR CABLE 13 MAY FOUR TWO UH-1N HELICOPTERS FOR IIAF

BY VIRT<sup>U</sup>E OUR LICENSING AGREEMENT WITH AGUSTA WHICH  
PROVIDES AGUSTA EXCLUSIVE SALES

RIGHTS FOR 212 IN IRAN

WE ARE UNABLE TO QUOTE AVAILABILITY OR DELIVERY OF UH-1N  
STOP HOWEVER THIS DOES NOT PRECLUDE IRANIAN GOVERNMENT  
REQUESTING USGOVT FOR THIS INFORMATION ON GOVERNMENT  
TO GOVERNMENT BASIS AS PROVIDED IN LICENSE AGREEMENT  
REGARDS

KENWORTHY BELLCRAFT

COL 13 212  
UH-1N UH-1N



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

10 May 1971  
14:LDK:lfp-682

Khalil Iranzad  
Sales Manager  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Khalil,

I hope this letter finds you in good health. I'll take this opportunity to thank you for your assistance and hospitality. I particularly enjoyed the dinner at Leon's. I hope we will be able to do that again soon.

I look forward to my next visit to Iran and hope there will be more time to really see your country.

Sincerely,

Leonard D. Kulik  
Application Engineer





BELL HELICOPTER COMPANY  
POST OFFICE BOX 487 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

May 11, 1971

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh:

Just a note to thank you for the invaluable contribution that you and your associates made to our visit to Teheran late last month. Without the assistance and guidance of yourself and Khalil Iranzad we could never have accomplished what we did in the relatively short period of time allotted.

It is the consensus of opinion here, and I sincerely hope that you share it, that with perseverance we can place Fort Worth built helicopters in the Iranian Force structure in the substantial numbers that they require. We must continue to emphasize to the customer our proven ability to deliver quality helicopters on time and at a fair price (including installed equipment and accessories). We must also point to our unparalleled record of technical assistance and spare parts support which is so essential to a high degree of operational readiness.

I was particularly gratified at the direction our conversation took during our luncheon meeting with you and you may be assured that we stand ready to perform in our area in the manner outlined and look forward to doing so with the collaboration of yourself and your organization.

I look forward to hearing from you at an early date - particularly as to reactions to our visit, events that have occurred since and your opinion of our current position and how we should advance

Page No. 2

the program in the best interests of our customer as well as ourselves.

Again, on behalf of Messrs. H. A. Striker and L. D. Kulik as well as myself, our sincere thanks for your warm hospitality and excellent advice and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank M. Sylvester". The signature is written in a cursive style with a large initial "F" and "M".

Frank M. Sylvester

FMS:pb-3149

701

NNNN

ZCZC FTH373 GMF845 WUC237

WDGI TLX FT WORTH TEX 35 10 100P EST VIA WUI

LT

AIR TAXI 1446

TEHRAN IRAN

دتر ایران زک  
~~TEHRAN IRAN~~



FURTHER OUR MSGES APRIL 6 AND APRIL 15 PLEASE CABLE ADVISE  
APPROXIMATE DATE WE WILL RECEIVE FC843 FORMS FOR SUPPORT APPLI-  
CATION FOR EXPORT LICENSE

DON POWELL LOGISTIC CENTER BELLCRAFT

COL 1446 6 15 FC843



**BELL HELICOPTER COMPANY**  
 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

**FRANK M. SYLVESTER**  
 VICE PRESIDENT-INTERNATIONAL MARKETING

May 11, 1971

(خانی سرم)

13

Mr. A. H. Zanganeh  
 Managing Director  
 Air Taxi Company  
 Mehrabad Airport  
 Teheran, Iran

Dear Mr. Zanganeh:

Just a note to thank you for the invaluable contribution that you and your associates made to our visit to Teheran late last month. Without the assistance and guidance of yourself and Khalil Iranzad we could never have accomplished what we did in the relatively short period of time allotted.

It is the consensus of opinion here, and I sincerely hope that you share it, that with perseverance we can place Fort Worth built helicopters in the Iranian Force structure in the substantial numbers that they require. We must continue to emphasize to the customer our proven ability to deliver quality helicopters on time and at a fair price (including installed equipment and accessories). We must also point to our unparalleled record of technical assistance and spare parts support which is so essential to a high degree of operational readiness.

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Page No. 2

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Again, on behalf of Messrs. H. A. Striker and L. D. Kulik as well as myself, our sincere thanks for your warm hospitality and excellent advice and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank M. Sylvester". The signature is written in a cursive style with a large initial "F" and "S".

Frank M. Sylvester

FMS:pb-3149



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
6:DP:jc-946

May 14, 1971

13

Air Taxi Co.  
Mehrabad Airport  
Tehran, Iran

Reference: Your Request for Quotation No. S/13/1020  
dated April 3, 1971

Gentlemen:

The attached listing constitutes our quotation against your above referenced request. Terms and conditions are as stated thereon.

Bell Helicopter Company has not reserved material in anticipation of receiving a firm order as the result of this quotation, consequently, actual delivery capability can be determined only at the time of receipt of a firm order and in conjunction with our supply status at that time.

Notwithstanding, we do anticipate that we could accomplish meaningful initial delivery within one month after receipt of your firm order applicable to this quotation, and could complete delivery of all items and quantities within seven months after receipt of your order.

Very truly yours,

BELL HELICOPTER COMPANY

*E. H. Shelar*

E. H. Shelar  
for - F. J. Miller - Manager  
Spare Parts Department

''''

470

ZCZC FTH304 GMF688

IRTN HL UWTX 028

TDGI TLX FT WORTH TEX 28 12 451P EDT

LT

AIR TAXI 1446

TEHRANIRAN

*Handwritten:*  
15/5/77  
9-15  
14-15

PLS CABLE ADVISE FULL NAME AND ADDRESS ULTIMATE CONSIGNEE IIN  
IN ORDER OBTAIN E/L OUR DEPARTMENT OF COMMERCE  
CON POWELL LOGISTIC CENTER BELLCRAFT

COLL 1446 IIN


**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

 A **Textron** COMPANY

 17 May 1971  
 06-HAS:mm-163

(مست به آفر سفینه دوم مراجعین)

Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran

Attention: Mr. K. Iranzad

Reference: Your Letter S/13/10621 dated 30 January 1971;  
 Our Letter 06-HS:bjd-606 dated 10 March 1971

Dear Kahlil:

The following letter should serve to answer some of the questions which came up during my visit last month.

You indicated that Iranian customs procedures were such that orders for the Iranian Military should be billed to Air Taxi but show the end customer in the SOLD TO and SHIP TO blocks on the invoice. We are unable to comply with this request, as the name and address of the purchaser and consignee must be exactly the same on the Export License, Letter of Credit, and our Commercial Invoice.

In view of the problems you face with customs, it appears the most expedient method of transacting business for the Iranian Military would be to establish separate accounts at BHG for each service. This would require each service to open a Letter of Credit on their own behalf, or establish an open credit account with our Treasurer. We in turn would undertake to establish a blanket Export License for each service.

This approach would offer the advantages of allowing us to treat each transaction separately, and would appear to remove the customs difficulties. Finally, there would be no requirement for submittal of FC843 forms with each order, since the listed customer is a Military or Governmental agency. After completion of the transaction, we would credit the applicable commission to your account.

We feel the procedures outlined above will greatly simplify dealings with the Iranian Military. There are several points that must always be observed.





17 May 1971  
06-HAS:mm-163  
Page Two


1. The SOLD TO and SHIP TO information must agree exactly on all applicable documents, i.e., Letter of Credit, Export License, FC843, and Invoice.
2. Any order for a commercial customer must be accompanied by three (3) FC843 forms. An order where Air Taxi is entered in either the SOLD TO or SHIP TO blocks will fall into this category.
3. No shipment can be made until all applicable paperwork is complete and we are in receipt of either full payment or a confirmed letter of credit. As an example of this, we have material on order from Air Taxi (your P.O.'s S/13/10602, 6147, and S/13/10563) which is being held up awaiting FC843 forms and a Letter of Credit.

I hope the above will help resolve our mutual administrative problems so that we may respond rapidly to your orders for support material.

Thank you very much for your assistance during my recent visit. I hope to have an opportunity to visit Iran again in the near future.

Best regards,

BELL HELICOPTER COMPANY

  
H. A. Striker - Manager  
Support Operations

NNNN

ZCZC FTH0660

2/2871 LT BRUXELLES 52 19 1215 DERA FFM

13

LT

AIR TAXI

TEHERAN

1333

180

19/5

19/5/71

K IRANZAD STOP WOULD APPRECIATE MR ZANGANEH HAND  
CARRYING TO PARIS DETAILED LIST OF AVIONICS AS IN RED  
LION 205A AND 1FH 206A

STOP MANY

THANKS FOR ALL HELP AND HOSPITALITY ON LAST  
VISIT AND LOOK FORWARD TO SEEING YOU AND AIR  
TAXI SOON VERY BEST WISHES

HORSLEY

COL 205A 1FH 206A OR 2C6A IRPT 206A OR 2C6A PUCUD  
IRPT 205A 1FH 2C6A OR 206A

Requested list was hand-  
carried by Mr. Zanganeh  
to Paris.

لیست تجهیزات  
در اختیار آقای زنگانه  
قرار گرفت  
H

NNNN

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date May 27, 1971.

No. S/13/1154

Yr. Ref. Q6-HAS:mm-163



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفرافس: تهران ارتاکسی

تاریخ .....

شماره .....

Bell Helicopter Co.,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention Mr. H.A. Striker - Manager Support Operations

Dear Sirs,

We thank you for your letter dated May 17, 1971, and would deal with the various subjects as follows:-

- 1) Imperial Iranian Navy is opening a Letter of Credit in your favour covering various 'AOG' parts on order. As soon as the Letter of Credit is received by you please arrange immediate shipment of the outstanding orders by air freight (Collect).
- 2) Form FC-843 These forms are being signed by the IIN and will be returned to you via airmail as soon as we receive them from the IIN.
- 3) The SOLD TO & SHIPPED TO will now agree exactly on all applicable documents i.e. Letter of Credit, your Export Licence, Form FC-843 and your Invoices.
- 4) The Letter of Credit in your favour for the amount of \$10,000.-- is still in the process of being opened, the covering Contract has not yet been prepared by the IIN. This Letter of Credit is intended for the forthcoming 'AOG' Spare Parts of the IIN.

Thanking you in advance for your cooperation, we remain,

Yours faithfully,  
AIR TAXI COMPANY,
  
K. Iranzad,  
Sales Manager.

KI/mgm

Internal Memorandum

May 29 '71

From: Mr. K. Iranzad, Sales Manager.

In the absence of Mr. Zanganeh, who is in Europe, General Khatami, Commander in Chief, IIAF, instructed me to enquire from Bell Helicopter Co. the price and delivery time of two helicopters, Model UH-1N, for Search/Rescue operations. He indicated that despite the fact that he has received proposals from other manufacturers, he personally prefers to have the U.S. made Bell Helicopter in his fleet. I sent a cable on May 29 in this respect to which I received an unfavourable reply as indicated in Bell Helicopter's cable dated 2.6.71 stating that BHC is unable to quote availability or delivery of UH-1N helicopters (civilian version of Model 212) due to the fact that Agusta has got the exclusive licence of same for Iran. I immediately passed this information to General Khatami. He indicated that until the time when the requirements of all the other Armed Forces are known and the total order is placed through FMS to BHC, this matter be left in abeyance, and the result was phoned to Fort Worth and verbally conveyed to BHC's representative in Tehran.



**AIR TAXI**

MEHRABAD  
Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date *May 29, 71*

**ارتاکسی**

مهرآباد

تلفن: 68992  
611967 تاریخ

From

کوبنده *سخ لرون زرد*

To

گیرنده

Request

مورد درخواست

در غیاب آنتنای رادار، هم در سازهت خارج بودیم تا  
خامی زمانه بنزیر برای دستور و نمود قیمت و مدت محترم  
هم فرزند هلیکوپتر *UH-1H* جهت استفاده *Rescue*  
و *Search* از کلبه *Bell* استفاده کنیم  
ملا با علم بموجب مگر ارف پروت سوال کردیم. نامبرده  
فرمودند با وجود وصول سرتیگارت از سایر سازهت سکون ارتاکسی  
سیدیند هلیکوپتر ساخت *Bell* آمریکا را بخرند. ما سفارش

امضاء

Sgd

action Taken

اقدام انجام شده

بموجب مگر جوانه *Bell*، نسبت لوند «تایم» *Agusta*  
از سازهت *UH-1H* که مدل نظامی 212 است  
خود ارف نمودند و لند ارف استب باله (تیمار خامی رسانند).

ارتاکسی اظهار داشتند که ما سفارش اجناس است بنزیر  
دیگر به این مدل هلیکوپتر معلوم کرده و ما سفارش کن از طریق

*FMS* کابینه *Bell* داده شود (مصنوع) موقوف بماند.

A-224

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date May 29, 1971.

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

نگرانی: تهران ارتاکسی

تاریخ .....

شماره .....

13

LT

C A B L E

BELLCRAFT FORT WORTH TEXAS (USA)

ATTN SYLVESTER CABLE AVAILABILITY DELIVERY PRICE TWO UH-1N  
HELICOPTERS FOR SEARCH RESCUE APPLICATION IIAF REGARDS

IRANZAD AIRTAXI

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date May 30, 1971.

No. ....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

۶۶۸۹۹۲ } تلفن

۶۶۱۹۶۷ }

۲۵۷۵ تلکس

تلگراف: تهران ارتاکسی

تاریخ: .....

شماره: .....

13

C A B L E

عزیزان

LT

BELLCRAFT FORT WORTH TEXAS (USA)

ATTENTION DON POWELL

NAME ADDRESS ULTIMATE CONSIGNEE IIN HQ KOUROSH KABIR

AVENUE STOP WILL SEND FC643 FORMS SHORTLY

AIR TAXI

WESTERN UNION

2 JUNE 1971

LT

AIR TAXI

TEHRAN (IRAN)

REUR CABLE 13 MAY FOR TWO UH-1N HELICOPTERS FOR IIAF  
BY VIRTUE OUR LICENSING AGREEMENT WITH AGUSTA WHICH PROVIDES  
AGUSTA EXCLUSIVE SALES RIGHTS FOR 212 IN IRAN WE ARE UNABLE  
TO QUOTE AVAILABILITY OR DELIVERY OF UH-1N STOP HOWEVER THIS  
DOES NOT PRECLUDE IRANIAN GOVERNMENT REQUESTING USGOVT FOR  
THIS INFORMATION ON GOVERNMENT TO GOVERNMENT BASIS AS PROVIDED  
IN LICENSE AGREEMENT REGARDS

KENWORTHY

BELLCRAFT

13  
el  
7/6/71

*Confirmation*

6723





**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
F4:RGA:1a-2194

22 June 1971

13

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Gentlemen:

We acknowledge receipt of your letter advising us of your newly installed telex machine.

We are pleased to advise you that our call sign is "Bellcraft" and our telex number is 758323.

If we may be of further assistance, please advise.

Respectfully,

BELL HELICOPTER COMPANY

R. Gene Autry  
International Marketing  
Administrator

*noted  
AK  
30/6/71*



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

In reply refer to:  
F4:RGA:1a-2209

29 June 1971

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

*Handwritten signature*  
\_\_\_\_\_ *sd*  
5/7/71

Attention: Mr. A. H. Zanganeh

Dear Sir:

We have now had the Manufacturer's Foreign Representative Agreement validated by the Iranian Consulate as per your request.

The original agreement must, of course, remain on file at Bell Helicopter Company, but we are enclosing a copy of the agreement which shows the validation of the Consulate on the last page.

I trust that this will be satisfactory for your needs. If we may be of further service, please advise.

Respectfully,

BELL HELICOPTER COMPANY

*R. Gene Autry*  
R. Gene Autry  
International Marketing  
Administrator

Enclosure

*Handwritten Persian text:*  
قرار داد شرکت در مورد قرارداد  
با این شرکت است  
7/7/71

VISIT OF  
 GENERAL HAMILTON H. HOWZE, U.S. ARMY (RET).,  
 CONSULTANT TO BELL HELICOPTER COMPANY,  
 FORT WORTH, TEXAS.

<sup>12</sup>  
 June 30, 71  
 of

SCHEDULE

Wednesday, 30th June

22.45 Arrive Mehrabad Airport Flt BA916  
 Met by Horsley/Gallagher  
 Hotel - Semiramis, Avenue Roosevelt. Tel: 825145

Thursday, 1st July

09.00 Briefing - Horsley/Gallagher

11.00 Meeting - Ambassador Douglas MacArthur II,  
 U.S. Ambassador, Iran,  
 U.S. Embassy, Ave Takhte Djamchid. Tel: 49201 Ext. 2100  
 Aide to the Ambassador - Tom Hudson Ext. 2103

12.00 Meeting - Major General H.A. Twitchell,  
 or  
 08.00 Commanding General, Armish Maag, S.C.S. H.Q.,  
 Avenue Korosh Kabir, Tel: 754494

Saturday A.D.C. to General Twitchell - Captain Myers

Lunch

14.30 Meeting - Major General H.J. Jablonsky,  
 U.S. Army (Ret), General Manager, GNPS Consortium,  
 Avenue Kajej Abdollah Ansari. Tel: 774969

Lunch

Friday, 2nd July

Free day - Twin Commander available for trip to  
 Isfahan or Caspian, if desired.

Dinner

GENERAL HAMILTON H. HOWZE (RET)  
CONSULTANT TO BELL HELICOPTER COMPANY, FORT WORTH, TEXAS.

TEHERAN June 30-July 4

---

BIOGRAPHICAL SKETCH

General Howze was born at West Point, New York, on December 21, 1908, during the time that his father was Commandant of Cadets at the United States Military Academy.

Prior to entering the Military Academy in 1926, General Howze graduated from the El Paso, Texas, High School and attended Ohio State University. He was commissioned a Second Lieutenant of Cavalry upon graduation from the Academy in 1930. General Howze is also a graduate of the Cavalry School, 1935 - Advanced Equitation Course, 1936 - United States Army Command and General Staff College (Command Course), 1946 - and the National War College, 1949. He is a qualified Airplane and Helicopter Pilot and a Parachutist.

General Howze saw World War II action with the 1st Armored Division, participating in the Tunisia, Naples-Foggia, Rome-Arno, North Apennines, and Po Valley campaigns. During this period he served as G-3 of the 1st Armored Division, as Commanding Officer of the 13th Armored Regiment, and as Commanding Officer of Combat Command A.

After returning to the United States in 1945, General Howze was assigned to the Cavalry School at Fort Riley. From Fort Riley he went to Washington where he served for three years in the Department of the Army, and then was assigned in 1953 to Europe as Assistant Division Commander of the 2nd Armored Division and in 1954 as Deputy Chief of Staff for Operations of the Seventh Army.

Upon his return to the United States in February 1955, General Howze was named Director of Army Aviation in the Office of the Deputy Chief of Staff for Military Operations, followed by assignments as Commanding General of the 82nd Airborne Division at Fort Bragg in January 1958 and as Chief of the United States Army Advisory Group in Korea in June 1959. After returning from Korea in September 1961, he was named Commanding General of STRAC and the XVIII Airborne Corps at Fort Bragg. While in this capacity he served as President of the Army's Tactical Mobility Requirements Board, which established a wholly new doctrine of ground combat by integrating large quantities of light aircraft into the army structure for the movement of firepower, troops and supplies on the battlefield.

In August 1963, General Howze assumed the Post of Commanding General of the Eighth United States Army and Commander in Chief, United Nations Command/Commander, United States Forces, Korea, the position from which he retired. He holds the Distinguished Service Medal, The Silver Star, The Legion of Merit with Oak Leaf Cluster, The Bronze Star for Valor, The Italian Military Valor Cross, The Korean Order of Merit First Class, and a number of campaign medals.

In 1967 he was elected National President of Army Aviation Association of America. He is a Member of a number of National and Local Clubs. He plays golf and tennis.

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date July 11 71  
No. S/13/1240  
Yr. Ref. \_\_\_\_\_**شرکت هواپیمایی ارتقا**

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۶۸۹۹۲ } تلفن

۶۶۱۹۶۷

۲۵۷۵ تلکسی

تلفرانی : تهران ارتقا

تاریخ \_\_\_\_\_


شماره \_\_\_\_\_

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention Mr. Don Powell

Dear Sirs,

As requested, please find enclosed three (3) copies of the Form FC-843 duly completed and signed by Adm. F. Rassai, Commander-in-Chief of the Imperial Iranian Navy.

Assuring you of our cooperation at all times we remain,

Yours faithfully,  
AIR TAXI COMPANY,
  
K. Iranzad,  
Sales Manager.

KI/mgm

Saturday, 3rd July

- 08.00 Meeting - Major General H.A. Twitchell,  
Commanding General, Armish Maag.
- 09.00 Talk - Air Mobile Concept & Helicopter Combat Tactics,  
Command & Staff College.  
General F. Minbashian, Commander in Chief,  
Imperial Iranian Ground Forces and Staff.
- 11.00 Meeting - Brigadier General O.B. Patton,  
Chief Army Section, Armish Maag,  
Army HQ., Avenue Sevom Esfand. Tel: 318093 Ext. 20

Lunch

Dinner

Sunday, 4th July

- 09.00 Visit - Iranian Helicopter Factory,  
Mehrabad Airport,  
Eng. Toufanian, Director of the Facility. Tel: 960661
- 10.30 Fly to Doshan-Tappeh A.F.B.  
Meeting - General M. Khatami, Commander in Chief,  
Imperial Iranian Air Force.
- alternative Depart Mehrabad Airport 1500 hrs Saturday to Isfahan,  
return Sunday noon for 1300 Meeting -  
General M. Khatami.

Lunch

Dinner

Monday, 5th July

- 07.00 Depart Mehrabad Airport Flt LH603

Internal Memorandum  
July 6 1971

From: K. Iranzad, Sales Manager.

Prior to the arrival of General Hamilton H. Howze, the arrangements for his meetings with the high ranking Iranian and U.S. authorities in Iran were coordinated and prepared in detail with Mr. Horsley and Mr. Gallagher;

Hotel reservations, private car with driver etc.

were made available before his arrival.

The following is a summary of the meetings and activities made during his stay in Iran from June 30 to July 5.

1. I met General Howze at Mehrabad Airport on his arrival on Wednesday June 30.
2. On Thursday July 1, 1971, which is a normal holiday for the Armed Forces, Mr. Horsley, Mr. Gallagher accompanied the General to meet the U.S. authorities namely U.S. Ambassador, General Twichell and General Jablonsky.
3. According to Mr. Zanganeh's instructions, on Friday July 2 an Aero Commander aircraft was put at General Howze's disposal to fly him to the Caspian resort beaches accompanied by Mr. Horsley, Mr. Gallagher and myself, mainly for sightseeing and familiarization with the different Iranian environments. We spent the whole day in the Northern provinces and returned to Teheran with the same aircraft.
4. On Saturday, July 3, as previously arranged, General Howze met General Minbashian, Commander in Chief, IIGF. Lengthy discussions took place during which the Huey Cobra presentation was made to him. Prior to this meeting, Mr. Zanganeh (who is a close friend of General Minbashian) had briefed him regarding the future of Huey Cobra helicopters in Iran as well as the keen interest shown by His Imperial Majesty and General Khatami. Later on, General Howze was guided to the Amphitheatre of the 'Command & Staff College' where he made his speech in the presence of General Minbashian and other high ranking officials of the Iranian Armed Forces. His speech was focused mainly on 'Air Mobile Concept & Helicopter Combat Tactics'. Subsequently, the Huey Cobra film was shown which displayed the capabilities of the Huey Cobra which impressed everyone. General Minbashian was very pleased and said - "I see a great future for the Huey Cobra in Iran".
5. On Sunday July 4, with special permission of General Toufanian, which Mr. Zanganeh obtained, General Howze accompanied by Mr. Horsley and Mr. Gallagher, visited the Iran Helicopter Industries factory located at Mehrabad Airport near the Air Taxi facilities. Eng. Toufanian (brother of General Toufanian), Chief of I.H.I., received the General and accompanying members of BHC and gave them a tour of the IHI facilities. General Howze was much surprised to see such an investment lying idle and commented 'I hope that one day Bell Helicopter Co. can use these facilities for the benefit of the Iranian Government'. As soon as the tour and this interesting meeting was over, the BHC team returned

to Air Taxi Co. for a quick lunch.

6. As previously scheduled, Mr. Zanganeh piloted an Aero Commander aircraft and flew the team from Mehrabad Airport to meet General Khatami, Commander in Chief IIAF at Doshan Tappeh Airport. Unfortunately, I was not present at this meeting, not being able to accompany the team. Later on I heard from Mr. Zanganeh that General Khatami spent more time than scheduled and gave General Howze very useful guidance and advice which, undoubtedly, will be most vital for the future programmes of Bell Helicopter Co. in Iran. General Khatami referred to his viewing of the Huey Cobra film and commented that it is certainly a well-equipped and fast helicopter with many diversified capabilities, and definitely this helicopter will be recommended by him to be utilised in the Armed Forces. After this interesting meeting was over General Howze and the Bell Helicopter Team returned to Air Taxi Co. with the same aircraft piloted by Mr. Zanganeh.

Altogether, General Howze's trip to Iran was most successful particularly in respect of eye witnessing Agusta's poor support towards its commitments. It was also quite worthwhile for him to meet the Commanders of the Iranian Armed Forces and he, himself, was most impressed.

General Howze departed on Monday July 5.





دادداشت داخلی - INTERNAL MEMO

گندم - غ ایران زاد

July 6, 1971

رئیس مافت Gen. Hamilton H. Howze و انست ان ۵۵۵

ایران و ترتیب ملاقاتهای اینک با مقامات عالی وزارت ایران و همچنین مقامات آمریکائی  
قبلاً تعیین شده است. *Horsey* و *Bullagher* هم آشنائی و آمادگی کرده  
هستند. *Howze* در روز دوشنبه ۱۷ ژوئن در تهران حضور داشته و وعده کرده که  
طی هفته آینده اینک را به بیجا ۳۰ ژوئن ۷۱ تا ۵ ژوئیه ملاقاتهای زیر انجام گرفت:  
۱) نامبرده در تاریخ ۳۰ ژوئن ۱۹۷۱ (چهارشنبه) دارا و در روز سه شنبه ۱ ژوئیه در تهران استعفا بجوید آمد

۲) در روز اول جولای ۷۱ (شنبه) اینک توسط سران سازمانهای ارتش بود نامبرده در محبت حوس و  
سنگلر با مقامات آمریکائی (سفیر آمریکا - ژنرال تومپسون و ژنرال جابلسون) ملاقات نمود.

۳) در روز ۲ جولای در مصاف با جمیع فرماندهان قبلی و دستوردهای آنک از جمله کیت فونسن *Command*  
و صفا دولت در اختیار ژنرال *Howze* و حوس و سنگلر قرار دارد شد و بهر امری را پیش  
اینکه به مقامات آمریکائی و نظامی خود در ایران (از جمله *Howze*) اطلاع دهد و با آنها  
ملاقات نماید.

۴) در روز شنبه ۳ جولای طبق برنامه قبلی در دفتر ستی در ارتش در میان *Howze* فرمانده نیروی هوایی  
ناهنی هم حضور بهم رسانید و مذاکرات و موعود *Hueycobra* آغاز گردید. قبلاً  
آنها از جمله هر دو ستی نزدیکی با ستی در ارتش در میان دارند و بعداً به یکدیگر برای  
*Hueycobra* در ایران و همچنین ملاقاتهای شتاب و همچنین ستی را پیش  
حواصلاً با اطلاع نامبرده رسانید که سیر طبق برنامه قبلی ژنرال *Howze* در آنست  
"Command & Staff College" را نهائی شده و در آنجا طبق موعود خود در حضور  
ستی در ارتش در میان و عدم ریل با ایران علیه نیروهای مسلح در جنگ دربار:

"Div Mobile Concept & Helicopter Combat Tactics"

این موعود و ملاقاتها در *Hueycobra* و امکانات آنرا معروض نامبرده خواهد آمد  
هر بار حسب وجه عموم را موعود. بیار بین ایشان لایحه حوشند و به آینه در میان مبرر است چونکه کبریا نیز  
۵) روز یکشنبه ۴ جولای ۷۱ طبق برنامه تعیین شده در میان *Howze* و *Howze* در ملاقاتهای

ژنرال *Howze* همراه *Horsey* و *Bullagher* در ملاقاتهای صباح  
هلیکوپتر مارا ایران حضور بهم رسانید و با *Howze* و *Howze* (برادر ستی و طرف نیانی) نیز  
۱۱۱۱ ملاقات نمود. در ملاقاتهای ۱۱۱۱ موردها در حدیث *Bell*  
ژنرال *Howze* از اینکه چنین سرمایه گزاری و تأسیسات مدیک در این

بود بسیار صید واقع گردد حاصل و حاصل آمده است از طی زنا و بعضی عیبه و اگر زود عیبه روزی  
 Bell آن عیبه را بود حیات ایران مورد استفاده قرار بود. میرزا تمام باز در هیئت  
 نامیده Bell بحر شریک است که در سر از طرف نهار طبق و در طبق با برابری است  
 سیدانی شغریه فرستاده نامبردهگان در این ملاقات تیرا داشتند خاستی از زود نگاه هر آبرو عیان  
 فریادها. روشن تیرا شد. اندوه تا سفاک در این صلب حاضر نبودم و آقا تا رنگه همیشه  
 را همراهی فرمود. تا با طی رسیدن همیشه و همچنین تا رنگه در این ملاقات است همیشه  
 از طبقات و اینها را بسیار صید فرمودند هر قدر استم در سر زشت و آینه Bell  
 در ایران بدون شک است مثنی خواهد گذارد. مخصوصاً در این علم *Algebra*  
 هر قدر در این صید است به فرموده و از طی در دستند بلکه هر که ملاجه و سب با این است  
 زادان است و تا این بلکه هر را بر ایران و صید خواهد فرمود. میرزا تمام این  
 ملاقات بسیار صید و زوال *Algebra* و همراهان تا همان برابری همراه هر رنگه فرست  
 کرد که مراحت بود.

بطور کلی مانت زوال *Algebra* با این همه است تا از اوضاع کلی  
 و ضعف و نه توان *Algebra* در اینام بود که خود و کتب و کتب صید از طریق  
 تا سر و کتبات با این مانت از سر و کتب است همیشه صید بود و سب تا ملاجه از آنچه  
 مانت خود از خود فرستاد و رعایت می.

نامبرده در روز چهارشنبه ۵ جولای تهران را ترک می.



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date July 7, 1971.

No. S/13/1253

Yr. Ref. F4:RGA:1a-2209

**شرکت هوایی ایرانی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
تلفن }  
۶۶۸۹۹۲ }  
۶۶۱۹۶۷ }تلفکس ۲۵۷۵  
تلفگرافی: تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Company,  
Post Box 432,  
Fort Worth,  
TEXAS 76101,  
U.S.A.Attention R. Gene Autry - International Marketing Administrator

Dear Sirs,

We thank you for your letter of June 29, 1971, under cover of which you sent us a photocopy of the Agreement signed between our two companies.

In this regard we would refer you to our letter S/13/10505 of December 9, 1970, Paragraph 1, reading as follows:-


"Agency Agreement - Since your Agency Agreement, Paragraph 4, discloses our commission, we request you to send us a brief confirmation of your Agency Agreement legalised by your local Chamber of Commerce and the Iranian Consulate, as per the enclosed specimen. We urgently need this document for presentation to the IIN authorities."

From the above you will readily understand that all we require is just a brief confirmation of the Agreement as per the attached draft.

Will you please arrange to send this document to us as soon as possible as we must present it to the Imperial Iranian Navy without further delay.

Thanking you in advance we remain,

cc: Mr. F. Sylvester.

Yours faithfully,  
AIR TAXI COMPANY,
  
K. Iranzad,  
Sales Manager.

KI/mgm

A-229

Date.....

TO WHOM IT MAY CONCERN

**Subject: BELL HELICOPTER COMPANY, FORT WORTH, TEXAS 76101,  
REPRESENTATION.**

This is to confirm that Messrs. Air Taxi Company, Mehrabad Airport, Teheran, Iran, are the Bell Helicopter Company, Fort Worth, Texas, Distributor and Representative in Iran for all models of Helicopters, Spare Parts and Components.

Therefore, it would be appreciated if all orders for such Helicopters, Spare Parts and Components, could be placed through Air Taxi Company, who are fully equipped to satisfy both yours and our requirements for same.

Yours truly,  
BELL HELICOPTER COMPANY,

Sworn to and subscribed before me at  
\_\_\_\_\_ this, the  
\_\_\_\_\_ day of \_\_\_\_\_ 1971.

\_\_\_\_\_  
Notary Public

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکسی ۲۵۷۵

تلفرانی: تهران ارتاکسی

تاریخ: ۱۳۰۰/۹/۱۷ (July 8, 1971)

شماره: ۱۳/۱۲۰۸

جناب آقای مترجم مدنیسی

ریاست محترم اداره آتش‌نشانی تهران و حومه

13

پروژه مذکرات حضوری و توضیحات نمایندگان این شرکت و کیانی هلیکوپترسازی

آمریکا محترماً "بیوست یک جلد مجله (ROTOR WAYS) شماره ۴ را جهت مطالعه و

بررسی آن ریاست محترم تقدیم میسازد.

در طی مقاله که در صفحه دوم ملاحظه خواهید نمود سهیم بزرگ هلیکوپتر در انجام

وظایف سنگین و مشکل از قبیل اطفاء حریق های سهیمین تشریح گردیده است که

قدر مسلم جلب توجه جنابعالی را خواهد نمود.

این شرکت همواره برای ادای توضیحات بیشتر و همکاری نزدیک جهت تأمین احتیاجات

آن سازمان محترم آماده میباشند.

با تقدیم احترام

شرکت هواپیمائی ارتاکس

2209 CANTERBURY DRIVE  
FORT WORTH, TEXAS 76107

10 July (13)

Dear Mr. Janyanek -

I'm back home, but have been out to Bell only once to talk to Mr. Jim Atkins and Mr. Inyestee, both of whom were much interested in my trip and what conclusions I drew from it. There is very little going on at Bell, the plant being closed with all employees on annual holiday.

This letter is simply to thank you and Mr. Inyestee

for a most interesting and enjoyable stay in Teheran. The highlight was of course that flight across the mountains to the Caspian and return, but of somewhat more importance was the insight gained in what must become an important market for Bell, provided only that we offer a sound product and proper support at an honest and reasonable price. This should become possible in the not too distant future.

With thanks again, and  
best personal wishes,  
Ann Hooze

*Transcription*

2209 Canterbury Drive  
Fort Worth, Texas 76107

10 July

Dear Mr. Zanganeh,

I'm back home, but have been out to Bell only once to talk to Mr. Jim Atkins and Mr. Sylvester, both of whom were much interested in my trip and what conclusions I drew from it. There is very little going on at Bell, the plant being closed with all employees on annual holiday.

This letter is simply to thank you and Mr. Iranzad for a most interesting and enjoyable stay in Tehran. The highlight was of course that flight across the mountains to the Caspian and return, but of somewhat more importance was the insight gained in what must become an important market for Bell, provided only that we offer a sound product and proper support at an honest and reasonable price. This should become possible in the not too distant future.

With thanks again, and best personal wishes,

Ham Howze



Internal Memorandum

July 23, 1971

**From:** A.H. Zanganeh, Managing Director.

I had a long discussion in the Bell' Chalet during the Paris Air Show in Le Bourget, I also invited Mr. Dehesh to join me in these very important and fruitful discussions. On behalf of General Toufanian and the Government of Iran, Mr. Deshesh expressed the desire to Bell Helicopter's management to procure Huey and Huey Cobra helicopters for Iran. Later on at the Bell Helicopter's dinner party again Mr. Dehesh and I found a good opportunity to carry on further discussions marking the steady and firm improvement of BHC's programme in Iran, in particular Mr. Dehesh assured BHC's management about the qualification and capability of Air Taxi Co. (BHC's representative in Iran), and added that their assistance and guidance towards your programme is unprecedented.



**AIR TAXI**

MEHRABAD

Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date July 23, 71

تاریخ

ارتاکسی

مهرآباد

تلفن : 68992  
611967

From

To

Request

گوینده آقای زلمه

گیرنده

مورد درخواست

ملاقاتی مفصلی که در تاریخ هجری ۱۳۵۰ مورخه مارس در جاکه  
 Bell صورت گرفت بنا بر دعوت بی آقای دهن  
 حضور یافته و مذاکرات بسیار مفیدی انجام شد. در این  
 ملاقات آقای دهن پیشنهادی را مطرح نمودند تا به صورت  
 ایران را نسبت به خرید یک بلیت هواپیما Hueycocha Huey  
 بررسی می‌شود تا به مقام گمانی Bell اعلام نمود.  
 نسبت در حقیقتی که Bell ترتیب داده بود ملاقات  
 و مذاکرات بسیار مفیدی با آقای دهن در حضور این  
 انجام شد که همگی حاکی از سررفت تدبیر و مطمین Bell  
 در ایران بود. خصوصاً آقای دهن پیشنهاد گمان Bell  
 اظهار داشت که نمایندگی تا در ایران (ارتاکسی) بهترین  
 راهپوشی و کمک را بوضع بس بقه محمول میدارد.

امضاء  
Action Taken

Sgd. اقدام انجام شده

امضاء

Sgd.

Handwritten signature

AIR TAXI COMPANY

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending...July.17..1971 PR No: 1

Name of Customer Fire Brigade, Teheran Municipality  
 Contact Mr. Mutarjem Madani  
 Title Head Fire Brigade  
 Address Chehar Rah-e-Hassanabad, Teheran, Iran.  
 \_\_\_\_\_  
 Telephone 44015  
 Telex -  
 Cables -

## Discussions

We hand-carried your Rotorways, Vol. 2 No. 4 alongwith our covering letter.

It was understood that their current year's budget was mainly used up in the purchase of 40 fire fighting trucks. Therefore, owing to the lack of funds, they are not in a position to purchase helicopters during the current Iranian calendar year.

## Conclusions

It is hoped that they will consider to purchase a number of helicopters for fire control during the next financial year. We will pursue the matter seriously and will contact them occasionally and will report to you the result.

  
 Signature K. Iranzad

# شما و مطبوعات

تیرا نیما بهر روز یکبار در روز پنجشنبه ۱۳۵۷  
تلفن: ۳۱۷۷۶۶ - ۳۹۳۵۹۷  
سایت: [www.toranj.com](http://www.toranj.com)

روزنامه آبدکان

شماره

## خرید هلیکوپتر پتر برای آتش نشانی تهران

سازمان آتش نشانی و خدمات آتش نشانی خریداری کرده است و امداد تهران برای مقابله این اتومبیل ها پانزده به میزان با آتش سوزی شهر با جمعیت و تراکم ترافیک س هلیکوپتر مجهز میشود . شعبات مختلف سازمان آتش نشانی طرح خرید هلیکوپتر های مخصوص مقابله با حریق مورد مطالعه است و با تأیید اعتبار بودجه در سال آینده پرمجلسه اجرا در خواست شد .

در حال حاضر چندین شرکت فروشنده خارجی آماده فروش و واگذاری هلیکوپتر به سازمان آتش نشانی هستند و مطالعات شهرداری و واحد آتش نشانی در این باره پرمجلسه نهائی رسیده است . مقامات مسئول آتش نشانی عقیده دارند با گسترش بیش از حد شهر تهران لزوم پیشگیری و مقابله با آتش سوزی تنها راه مقابله با خطر آتش سوزی خرید هلیکوپتر است .

این نظر مخصوصا با توجه به وضع ترافیک خیابان های تهران اعلام شده است . سازمان آتش نشانی تهران ضمن توسعه و تکمیل ماشین آلات مورد نیاز ۴ دستگاه اتومبیل

*News Release regarding the intention of possible purchase of helicopters by Tehran "Fire Brigade" for fire fighting.*

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending... July 24, 1971 PR No: 2

Name of Customer Imperial Iranian Navy  
 Contact Commander Hava-Darya (Nav-Air)  
 Title Colonel Vali  
 Address Headquarter Imperial Iranian Navy, Khabane Kooresh  
Kabir, Teheran, Iran.  
 Telephone 754591  
 Telex \_\_\_\_\_  
 Cables \_\_\_\_\_

Discussions

Your proposal for ground support equipment has been followed up. A similar quotation was submitted by Agusta. Some of the items in the proposal were lower than yours. We have been able to convince them that purchasing from the manufacturer is to the advantage of the Navy. Your proposal is in the final stage of being approved and the relative Letter of credit will soon be opened in your favour. For your information, the Navy was considering to purchase some of the main items such as Fork Lifts directly from the manufacturer namely Clark, but we convinced them a package deal is less complicated and more economical.

Conclusions

We hope to cable you the number of the Letter of Credit in the near future.



Signature K. Iranzad

Title Sales Manager



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **SPIN** COMPANY

26 July 1971

TO WHOM IT MAY CONCERN

Subject: BELL HELICOPTER COMPANY, FORT WORTH, TEXAS 76101,  
REPRESENTATION.

This is to confirm that Messrs. Air Taxi Company, Mahrabad Airport, Teheran, Iran, are the Bell Helicopter Company, Fort Worth, Texas, Distributor and Representative in Iran for all models of Helicopters, Spare Parts and Components.

Therefore, it would be appreciated if all orders for such Helicopters, Spare Parts and Components, could be placed through Air Taxi Company, who are fully equipped to satisfy both yours and our requirements for same.

Yours truly,

BELL HELICOPTER COMPANY,

*P. Gene Aubrey* (X)

Sworn to and subscribed before me at

Fort Worth, Texas this, the  
26<sup>th</sup> day of July 1971.



*Patricia Butler*  
Notary Public

The Fort Worth Chamber of Commerce, Recognized under the laws of the state of Texas certifies that to the best of its knowledge and belief the above statement is true and correct.

*G.D. Harrod*  
G.D. Harrod (X)

⊕  
2575 A TAXI TN  
GO AHEAD PSE

Red 0824 HT (13)

758229 TELEX PD BELL HELICOPTER CO FTW 'TEX 7/26/71 1105A CST  
MSG 177

9512575 AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHERAN IRAN

ATTENTION: MR IRANZAD

IN REPLY REFER TO NO 656

AA WE ANXIOUSLY AWAIT YOUR FIRST WEEKLY REPORT.  
IN PARTICULAR LATEST INFO CONCERNING DEBBYS FOR  
MIN OF POWER AND WATER. ALL OUT EFFORT IS BEING  
MADE TO OBTAIN ATTRACTIVE FINANCE TERMS. HOWEVER  
WE WANT TO PRESENT PACKAGE AFTER. REPEAT AFTER  
*August* GRACE'S BID IS RECEIVED AND CONTENTS OF SAID BID IS  
KNOWN.

BB REF FEASIBILITY STUDY FOR RED LION AND SUN. PRICE  
FOR ONE MAN 4 WEEKS WOULD BE IN THE NEIGHBORHOOD  
OF 5,000 DOLLARS WITH BELL PAYING TRANSPORTATION  
AND LIVING EXPENSES DURING STAY IN IRAN.

PLEASE ACKNOWLEDGE RECEIPT OF THIS TELEX.

PLEASE GIVE BEST REGARDS TO ALL.

GALLAGHER/HORSLEY  
BELLCRAFT

END  
⊕  
2575 A TAXI TN

*Miss Mathews*

GODMORNING MR HORSLEY AND GALLAGHER THIS IS MGM CALLING YOUR  
MSG VERY WELL RCD WILL PASS ON REGARDS AND OUR BEST REGARDS  
TO ALL AT BELL CHEERIO FOR NOW

THANK YOU GOODBYE

*gt  
26.7.71*

تاریخ (June 28, 1911)  
شماره ۱۴۱ - ۲ - ۱۰۰  
پیوست شماره ۱



۱۵ / ۱۲ / ۱۱

از: نیروی دریائی شاهنشاهی  
اداره لجستیک  
دائرة خرید و مضافات خارجی  
به:

نیروی دریائی شاهنشاهی

تلفن ۹ - ۷۶۵۷۰۱  
داخلی ( )

مدیریت شرکت ارتاکسی

د. ترسلان زک

بازگشت به ۱۰۸۰/۱۰۸ - ۲۶۵۰/۲/۸ - ۱۳۰۰

پیوست سه برگ فرمهای فرستاده شده پس از امضاء برای هرگونه کامبرداری  
فرستاده میشود پس

فرمانده نیروی دریائی شاهنشاهی - دریا بد رسائی

لاظرفی دریا دارنده



AIR TAXI COMPANY

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending... July 31, 1977

PR No: 3

Name of Customer Imperial Iranian Air Force  
 Contact Col. Ashari  
 Title Deputy Chief of Staff, Material.  
 Address IIAF Headquarters, Doshan Tapeh, Teheran,  
Iran.  
 Telephone 791996 791556  
 Telex -  
 Cables -

## Discussions

Your proposal for 205-A helicopters for rescue operation is still under consideration. Because of certain new regulations imposed by the Government for the purchase of aircraft and helicopters, we believe there is a little chance to obtain IIAF's approval to buy these helicopters.

## Conclusions

We are constantly following up the matter and will report to you the outcome of our efforts in due course of time.

*P.S. The original copy of your proposal for the two (2) Model 205A helicopters has never*

Signature

*K. Iranzad*  
K. Iranzad

Sales Manager


**BELL  
HELICOPTER COMPANY**

 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A  COMPANY

3 August 1971

 In reply refer to:  
 F5:JEG:cm:879



 Mr. Khalil Irenzad  
 Sales Manager  
 Air Taxi Company  
 Mehrabad Airport  
 Teheran, Iran

Dear Khalil:

Enclosed you will find five (5) copies of General Howze's speech to the IIGF general staff. Three (3) additional packets of five (5) each have also been air mailed in an effort to alleviate any mailing problems as have occurred in the past.

Please distribute as necessary and in particular, make sure that General Minbashian receives a copy.

General Howze extends his kindest regards to all and requests that you thank General Minbashian for his cooperation during his recent visit.

I would like to add my personal thanks to you and Mr. Zanganeh for the assistance and hospitality made available to us on behalf of Air Taxi Company. I sincerely look forward to your visit to the United States so that I may have the opportunity to return your most gracious hospitality.

Please give my regards to Charlie and the family. I hope to see you all again soon. Best personal regards.

Sincerely,

BELL HELICOPTER COMPANY

 John E. Gallagher, Jr.  
 International Sales Representative

Enclosure

P. S. Please acknowledge receipt of total twenty (20) copies of General Howze's speech.

2575 A TAXI TN  
RCANY2454 1318  
BELL HCPTR FTW

758229 TELEX PD BELL HELICOPTER CO FTW TEX 8/4/71 114P CST  
MSG 38

9512575 AIR TAXI COMPANY  
TEHERAN IRAN

ATTENTION ZANGANEH

COPY TO: IRANZAD

IN REPLY REFER TO NO 671

FURTHER TO HORSLEY/GALLAGHER TELEX APPRECIATE YOU ADVISE BY RETURN THE DATE OF AIRMAIL OF FIRST WEEKLY ACTIVITY REPORT AS PROMISED IN TEHERAN WEEK JULY 5-9. THIS REPORT VITAL FOR DOCUMENTATION IN YOUR FMS FILE. BEST REGARDS.

HORSLEY  
BELLCRAFT  
END TU RC

⊕  
2575 A TAXI TN.....9

*sk*  
*Aug. 4, 71*

2575 A TAXI TN  
758229 BELL HELICOPTER CO FTWTEXAS MSGNO TO 8-6-71 1255PM  
9512575 AIR TAXI COMPANY TEHERAN IRAN

ATTN: A. H. ZANGANEH

IN REPLY REFER TO 0676

REF MY MSG 0675. THIS WILL SERVE TO EXPLAIN RESALE PRICE SUGGESTED FOR USED 204B. NON-NEGOTIABLE FIRM PRICE NET TO BELL IN USED CONDITION IS \$220,000. NON-NEGOTIABLE FIRM PRICE IN OVERHAULED CONDITION IS \$260,000 NET TO BELL. MAY I REPEAT AND REQUEST THAT A CUSTOMER BE CAREFULLY SELECTED AS TO NOT DETER POSSIBLE 205 SALE OR FOR THAT MATTER 212. REASON FOR THE SECOND EXPLANATION I THINK IS OBVIOUS AND HOPEFULLY GIVES YOU SUFFICIENT BARGAINING POWER. GOOD LUCK..

REGARDS  
GALLAGHER  
BELLCRAFT  
END CD

⊕  
2575 A TAXI TN

2575 A TAXI TN

758229 BELL HELICOPTER CO FTW TEXAS MSGNO 74 8.6.71 1245PM  
 9512575 AIR TAXI CO TEHERAN IRAN

ATTN A H ZANGANEH  
 IN REPLY REFER TO NO 675

WE HAVE AVAILABLE A USED B S N IN SUPERB CONDITION  
 TOTAL HOURS 1,001. USED EXCLUSIVELY FOR VIP TRANSPORTATION  
 NEVER CARRIED EXTERNAL LOAD. ALL MAJOR INSPECTIONS WERE ACCOMPLISHED  
 AT BELL'S          FACILITY IN FORT WORTH. EXTERIOR COLOR FERN MIST  
 GREEN WITH WHITE CHAMPAGNE MIST CABIN ACCENT STRIPE. INTERIOR  
 ANTIQUE WHITE HEADLINER AND WHITE PANELS BLUE SEATS, WHITE HONEY  
 TRIM HARVEST CARPET. EQUIPPED WITH DUAL CONTROLS, DUAL INSTRUMENTS  
 ARC 21/ ADF, ARC          A VHF  
 SIX (6) PASSENGER CUSTOM INTERIOR. IT REQUIRES 1,00          HOUR  
 INSPECTION WHICH ENTAILS COMPONENT OVERHAUL. SUGGESTED RESALE  
 PRICE IN AS IS CONDITION 255,000. AVAILABLE FOR IMMEDIATE  
 DELIVERY. SUGGESTED RESALE PRICE IN OVERHAUL CONDITION 295,000.  
 DELIVERY OF OVERHAUL SHIP WILL BE APPROXIMATELY SIX (6) WEEKS.  
 OVERHAUL SHIP WOULD HAVE ALL COMPONENT ZERO TIME EXCEPT FOR  
 ENGINE WHICH WOULD HAVE          HOURS LEFT TO TBO. MAIN ROTOR BLADES,  
 ONE OF WHICH WOULD BE 1,000 HOURS, SECOND OF WHICH WOULD BE 300  
 HOURS. REQUEST THAT YOU MAKE EVERY EFFORT TO SELL THIS MACHINE  
 TO A CAREFULLY SELECTED CUSTOMER WHO WANTS AN EXCELLENT VIP  
 HELICOPTER BUT WHO MIGHT BE          UNWILLING TO INVEST THE PRICE  
 OF A NEW 205A1 OR 212 FOR VIP TRANSPORTATION  
 REGARDS GALLAGHER

UNIT 1245+  
 BELL HCPTR FTW

2575 A TAXI TN

AUG 9/71

BELL HELICOPTER CO  
 REF 46/71

ATTN HORSLEY/GALLAGHER

AA YR REF NO 671 FIRST THREE WEEKLY ACTIVITY REPORTS AIRMAILED  
 AUGUST SIXTH  
 BB IIN VERY FURIOUS ABOUT NONSHIPMENT AOG PARTS OUR LETTER DATED  
 JUNE 14 1971 REF S/BL7040/1188 L/C NO 50/25283. PLEASE TELEX  
 LATEST STATUS URGENTLY  
 CC REF YOUR 675 IMMEDIATE CUSTOMER UNLIKELY HOWEVER WILL ENDEAVOUR  
 TO SELL THIS MACHINE  
 REGARDS IRANZAD

2575 ATAXI TN

⊕  
 BELL HCPTR FTW

2575 A TAXI TN

*Sent 16.21 LT*

Dear Mr. Zanganeh,

Attached is a copy of a telex that was to be sent to Khalil but was given to me instead to discuss with you - and I nearly forgot.

Have transmitted your feelings etc. (along with my endorsement) to F.W.

The AOG items will be shipped tomorrow, though the L.C. needs to be extended in validity date and if F.W. continue to insist a U.S. bank confirmation.

This is an infuriating situation as well as being an embarrassing one, but lets hope it is all settled 'toute suite'.

I look forward to seeing you again soon, and hope you have a good few days down south.

Best wishes

Chris Horsley



Dear Mr. Zanganeh, Attached is  
 a copy of a telex that was to  
 be sent to Khalil but was  
 given to me instead to discuss  
 with you - and I nearly forgot!  
 Have transmitted your feelings  
 etc (along with my endorsement)  
 to C.F. 22.

The AOG items will be shipped  
 tomorrow, though the L.C. needs to  
 be extended in validity date and  
 if they continue to insist a U.S. bank  
 confirmation.

This is an infuriating situation  
 as well as being an embarrassing one  
 but let's hope it is all settled tomorrow.

I look forward to seeing  
 you again soon, and hope you  
 have a good few days down South.

Best wishes  
 Chris Horley

TELEX NO: 2575  
TELEX TO: AIR TAXI  
TEHERAN IRAN

---

ATTN: K. IRANZAD

REFER YOUR TELEX 46/71 RE IIN AOG SPARES REGRET TO ADVISE SHIPMENT DELAYED FOR TWO REASONS: (1) HAD ATTEMPTED TO CONSOLIDATE INTO ONE SHIPMENT ALL REQUIRED ITEMS WHICH UNFORTUNATELY WAS OCCURING DURING PLANT SHUTDOWN, PLANS FOR WHICH YOU HAD BEEN ADVISED, WITH DRASTICALLY REDUCED WORK FORCE (2) FOR THE REASON THAT IS EQUALLY EMBARRASSING BOTH TO YOU AND BELL, WE HAVE BELATEDLY BECOME AWARE THAT THE LETTER OF CREDIT WAS NOT CONFIRMED BY A U.S. BANK. ACCORDINGLY WE NOW FIND OURSELVES IN A POSITION OF HAVING MATERIAL AVAILABLE FOR SHIPMENT, BUT NO ACCEPTABLE ELCEE. I AM SURE YOU ARE AWARE THAT ALL TRANSACTIONS WHERE PAYMENT IS TO BE BY ELCEE THE CREDIT MUST BE CONFIRMED BY A U.S. BANK AND PROVIDE ADEQUATE TIME FOR SHIPMENT AND NEGOTIATION OF DOCUMENTS. IN VIEW OF CUSTOMER SENSITIVITY WE ARE PREPARED TO EFFECT SHIPMENT IMMEDIATELY CONTINGENT UPON THE FOLLOWING: (1) YOU WILL APPRISE THE CENTRAL BANK OF IRAN OF THE NEED FOR A U.S. BANK CONFIRMATION AND EXTEND VALIDITY PERIOD THROUGH SEPT. 30. (2) ADVISE BELL THAT YOU WILL BE RESPONSIBLE FOR PAYMENT IF (1) ABOVE IS NOT ACCOMPLISHED IN REASONABLE TIME WHICH SHALL BE CONSTRUED AS THIRTY DAYS. REGRET THIS UNDESIREABLE CIRCUMSTANCE, HOWEVER, SUGGEST THAT CAN BE AVOIDED IN ANY FUTURE TRANSACTIONS IF ALL PARTIES INVOLVED UNDERSTAND AND COMPLY WITH THE BUSINESS PRACTICES FOLLOWED BY BELL.

TELEX TO: K. IRANZAD

PAGE 2

I WOULD CONFIRM THAT THE NEED FOR U.S. BANK CONFIRMATION OF ELCEE IS NOT BASED ON A LACK OF CONFIDENCE THAT PAYMENT WILL BE RECEIVED, BUT INSTEAD A CONCERN FOR THE PURCHASER'S BENEFIT. EXPERIENCE HAS SHOWN THAT IF THE U.S. BANK HAS CONFIRMED AN ELCEE THEN THEY ARE MOTIVATED TO EFFECT PAYMENT AND ACCORDINGLY TRANSFER THE NECESSARY DOCUMENTS AT THE EARLIEST POSSIBLE TIME THEREBY BENEFITTING THE CUSTOMER THROUGH EARLY RECEIPT OF THE REQUIRED DOCUMENTATION.

REGARDS

MITCHELL

BELLCRAFT



2575 A TAXI TN

TELEX IRTN 01 25/08 12.39  
 PLS GET ME TLX 758229 0945 FORT WORTH TEXAS USA

*sent 16.16.LT*

MO  
 2575 A TAXI TN

*13*

1246 GMTVIAUSADFDFDFDFD  
 BELL HCPTR FTW

2575 A TAXI TN  
 TLX 758229 FORT WORTH TEXAS USA  
 AUG 25/71  
 REF 58/71

ATTN GALLAGHER  
 AA REF YOUR TELEX 710 ~~██████████~~ WE IMMEDIATELY CHECKED WITH <sup>K</sup>  
 ALL FORCES IN ORDER TO FIND OUT THE SOURCES OF INQUIRY. THEY ALL  
 DENIED SUCH A REQUEST. FINALLY WE LEARNED THAT APPARENTLY  
 REQUEST WAS MADE BY TOPOGRAPHICAL TRAINING TEAM ~~██████████~~ OF US ARMY  
 WHO OWN TWO (2) UH-1 RESULTING INQUIRY TO BE PROCESSED THRU THE  
 NORMAL US GOVERNMENT CHANNELS. THEREFORE REGRET CANNOT PROCESS  
 THRU ~~THE IRANIAN CHANNELS~~ THE IRANIAN CHANNELS.

BB REF YOUR TELEX 711 MR HORSLEY WILL CONTACT AND EXPLAIN OUR  
 DISCUSSIONS IN PARIS CONCERNING THIS SUBJECT REGARDS ZANGANEH

2575 A TAXI TN

BELL HCPTR FTW

2575 A TAXI TN

2575 A TAXI TNH  
 RCANY 128 0043#  
 2575 A TAXI TN  
 RCANY2432 0042  
 BELL HCPTR FTW

RCD 09/19/71  
 (-102)

758229 BELL HELICOPTER CO FTW TEXAS MSNO 104 8-10-17 1145PM  
 9512575 AIR TAXI CO. TEHRAN IRAN

02 11/8/71

ATTN: K. IRANZAD

IN REPLY REFER TO 0680

THIS IS TO ACKNOWLEDGE RECEIPT OF ZANGANEH TELEX DATED AUG 9 1971 CONCERNING PIKE'S DECISION TO GO AHEAD WITH 30 SHARK OR SWORDY FISH PLUS APPROXIMATELY 60 SAIL. WE ANXIOUSLY AWAIT FURTHER DETAILS AND DESIRE AT THE EARLIEST POSSIBLE OPPORTUNITY A REQUEST FROM SCHOOL FOR A PROPOSAL TO ASSEMBLE/MANUFACTURE SAIL. WE AGREE AND WILL COMPLY WITH TROUTS RECOMMENDATION THAT BASS REMAIN IN BACKGROUND UNTIL CALLED IN. WILL SEND COMPARISON PERFORMANCE CHARTS FOR SHARK AND SWORDY TO YOU ASAP. HORSLEY WILL MEET WITH ZANGANEH IN PARIS TO FURTHER DISCUSS NEEDED INFORMATION. BEST REGARDS TO ALL.

GALLAGHER  
 BELLCRAFT

CORRECTION: LINE 5 LAST WORD READS: MANUFACTURE SAILS.  
 INSTEAD OF SAILESAM THANK YOU

END CD

JG

MSG WELL RCD BIBI FOR NOW  
 TU BIBI

2575 A TAXI TN.....5

|                |                        |
|----------------|------------------------|
| Pike           | His Majesty            |
| Shark (AH-1G)  | Hueycobra (Single Eng) |
| Swordy (AH-1J) | " " (Twin Eng)         |
| School         | Iran                   |
| Fish           | Helicopter             |
| Sail           | Huey 205               |
| Trout          | Dehesh                 |
| Bass           | Bell                   |

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date August 13, 1971

No. S/13/1318

Yr. Ref. K5:JRG:cmt:879



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلفکس ۲۵۷۵

تلفگرافی: تهران ارتاکسی

تاریخ

شماره

Mr. John E. Gallagher,  
International Sales Representative,  
Bell Helicopter Company,  
P. O. Box 482,  
Fort Worth, Texas 76101,  
U. S. A.

Subject:- Your letter dated August 3, 1971

Dear Jack:


Thank you very much for your letter dated August 3, 1971 alongwith twenty copies of General Howze's speech to the IIGF general staff.

We are in the process of distributing these copies to all the people concerned and please rest assured that General Minbashian will definitely receive a copy which we are going to hand-carry. At that time, we will extend General Howze's kindest regards and thanks to General Minbashian also.

Charlie was sitting in my office when I received this letter and I conveyed your greetings to him.

Best personal regards,

Yours sincerely,  
AIR TAXI COMPANY

  
Khalil Iranzad  
Sales Manager

mas:

ALH TAXI COMPANY

CUSTOMER'S WEEKLY PROGRESS REPORT PR No. 5  
 Week-ending..... August 13, 1971

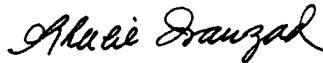
Name of Customer \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Telex \_\_\_\_\_  
 Cables \_\_\_\_\_

## Discussions

1. This is to report to you a crash of one of the IIN Jet Rangers without any fatalities. The details of the accident are still unknown, however, we only heard that because of heavy wind and wind-storm, the helicopter capsized before taking off.  
 Will report to you the extent of damage and the reason of crash.
2. His Royal Highness Prince S. Chafik has left for the United States and he is now staying in Pensacola Naval Air Station for a 3-week Special Training Course.  
 We recommend that you get in touch with him and extend your usual hospitality.

## Conclusions

—



Signature K. Iranzad  
 Sales Manager

## INTER-OFFICE MEMORANDUM

*Confidential*August 13, 1971  
F1:FMS:pb-3216

**TO:** E. J. Ducayet/J. F. Atkins  
**COPY TO:** H. W. Weichsel, Jr.  
**SUBJECT:** IRAN

By telex today from A. H. Zanganeh, Managing Director for Air Taxi, he confirms that he has seen a copy of the Shah's directive to General Toufanian to commence immediate procurement of 30 AH-1G or J's plus 60 205's. The same document also directs Toufanian to give Agusta a RFP first. If their response is not immediate, positive and acceptable (and I assume this applies to the complete package) then Toufanian is directed to proceed personally to the U.S. and to undertake procurement activities here.

Toufanian is presently either in or en route to Italy.

Frank M. Sylvester  
Vice President  
International Marketing

AIR TAXI COMPANY

PR No. 4

August 13, 1971

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending.....

Name of Customer \_\_\_\_\_ - \_\_\_\_\_

Contact \_\_\_\_\_ - \_\_\_\_\_

Title \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_ - \_\_\_\_\_

Telephone \_\_\_\_\_ - \_\_\_\_\_

Telex \_\_\_\_\_ - \_\_\_\_\_

Cables \_\_\_\_\_ - \_\_\_\_\_

## Discussions

We would like to report to you the following changes in the Imperial Iranian Armed Forces:-

- a) General Ghulam Reza Azhari, Deputy Chief of the Supreme Commander's Staff Headquarters has been promoted to Chief of Staff replacing General Fereidoun Jam, with effect from July 20, 1971.

Necessary cutting from a Teheran Daily as to the announcement of this change is enclosed.

- b) General M. Yazdanbakhsh, former Deputy Chief of Staff (Material) has been appointed as Vice Chief of Staff (Logistics).
- c) Col. J. Ashari has been appointed as Deputy Chief of Staff (Material) in place of General Yazdanbakhsh.

## Conclusions

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Signature K. Iranzad



# BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A  COMPANY

18 August 1971

In reply refer to:  
F5:JEG:cm:1904

(خبرنامه است)

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh:

Yesterday, 17 August, we were informed by our Washington office that the United States Army's International Sales Division was requested to provide pricing and availability for twenty (20) AH-1G or J model helicopters and ninety-eight (98) 205s plus performance/comparison data between the AH-1G and J models. This information will be provided to the Armish MAAG through AVSCOM channels. The numbers of aircraft obviously are different from those which you gave and we suggest that you clarify if possible.

Prior to releasing the enclosed comparison data to Iranian officials, please coordinate with Colonel Sam Duncan of the Armish MAAG. You should advise Colonel Duncan that you have been requested by your principals, Bell Helicopter Company, to erect this coordination at the suggestion of the U. S. Army's International Sales Division who concur with and approve of transmittal of the data. After coordinating with Colonel Duncan, it will be completely proper to release the comparison data to the appropriate Iranian officials. By coordinating this matter with Colonel Duncan, we would expect that he would reciprocate by providing you with any pertinent information which may be available to him and appropriate to disclose.

In addition, we feel that the Iranian officials involved should be told again that if they truly wish to manufacture/assemble Cobras and 205s, the way to do it is directly with the manufacturer. This point, I think, could possibly be reiterated through Mr. Dehesh; but whoever, I think it must be mentioned once again very strongly.

Further, I would like to confirm that Bell is willing to assist in every way and is prepared to focus its entire resources to assist the Iranian Government in the formulation of their requirements.

Sincerely,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
International Sales Representative

Enclosure

## AH-1G, AH-1J COMPARISON

### BACKGROUND

#### AH-1G HUEYCOBRA

- WORLD'S FIRST ATTACK HELICOPTER
- COMBAT OPERATIONAL WITH ARMY IN RVN SINCE SEPTEMBER 1967
- OVER 870 DELIVERED AS OF MAY 1970
- WEAPONS CONSIST OF
  - CHIN MOUNTED TURRET WITH DUAL WEAPONS
    - 7.62 MM MINIGUN
    - 40 MM GRENADE LAUNCHER
  - WING PYLONS WHICH ACCOMMODATE
    - ROCKET LAUNCHERS
    - 7.62 MINIGUN PODS
    - 20MM KIT
- POWERED BY SINGLE ENGINE LYCOMING GAS TURBINE
- CURRENTLY IN PRODUCTION

#### AH-1J SEACOBRA

- VERSION OF HUEYCOBRA DEVELOPED FOR MARINE CORPS
- 49 AIRCRAFT DELIVERED IN 1970
- POWERED BY TWIN ENGINE PRATT & WHITNEY GAS TURBINE
- WEAPONS CONSIST OF
  - CHIN MOUNTED 20MM TURRET
  - WING STORES SAME AS AH-1G, EXCEPT 20MM KIT
- CURRENTLY OUT OF PRODUCTION



MAIN ROTOR

|                   | AH-1G          | AH-1J  |
|-------------------|----------------|--|
| HUB TYPE -        | 540 DOOR HINGE | 540 DOOR HINGE<br>STRENGTHENED<br>TRUNNION HOUSING |
| ROTOR DIAMETER    | 44 FEET        | 44 FEET  |
| ROTOR BLADE CHORD | 27 INCHES      | 27 INCHES  |

MAIN TRANSMISSION

EXTERNAL DIMENSIONS SAME FOR AH-1G & AH-1J

| RATINGS:           | AH-1G   | AH-1J   |
|--------------------|---------|---------|
| TAKE-OFF POWER     |         | 1250    |
| NORMAL RATED POWER | 1100    | 1100    |
| REDUCTION RATIO    | 20.38:1 | 20.38:1 |

724

1250 RATING IMPROVES  
OGE LIFT CAPABILITY

POWER PLANTS

|                   | AH-1G     | AH-1J                            |
|-------------------|-----------|----------------------------------|
| MANUFACTURER      | LYCOMING  | UNITED AIRCRAFT OF<br>CANADA LTD |
| MODEL NO.         | T53-L-13  | T400-CP-400                      |
| RATINGS SEA LEVEL | STD       |                                  |
| MAX POWER         | 1400 HP   | 1800 HP                          |
| NORMAL RATED      | 1250 HP   | 1530 HP                          |
| WEIGHT            | 530 LB    | 708 LB                           |
| FUEL FLOW @900 HP | 630 LB/HR | 660 LB/HR                        |

INCREASED POWER FOR IMPROVED  
HOT DAY AND ALTITUDE PERFORMANCE

TAIL ROTOR DRIVE TRAIN

GEAR BOX RATINGS (42° - 90°)

AH-1G

AH-1J

MAX CONTINUOUS DESIGN CRITERIA

105 HP

175 HP

726

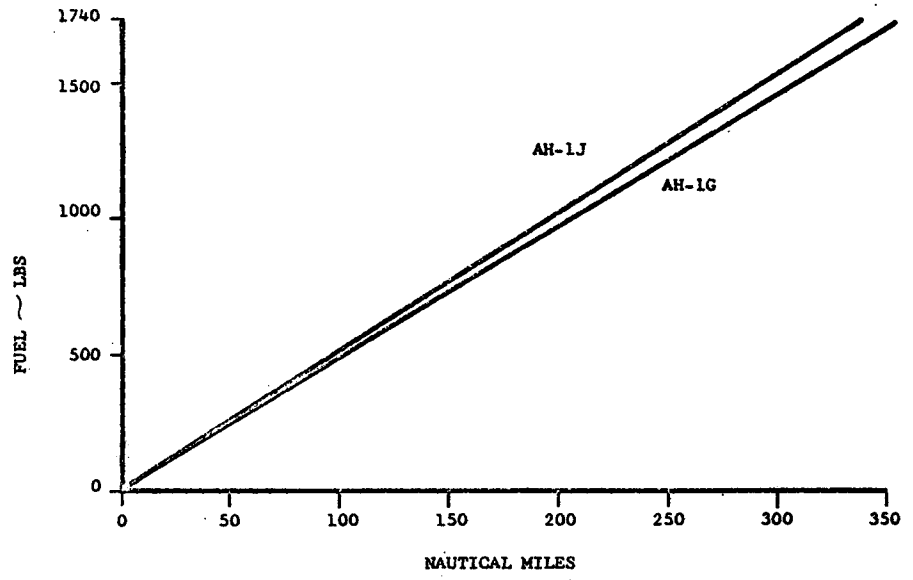
DRIVE TRAIN DESIGNED  
FOR 65% MORE POWER

TAIL ROTOR ASSEMBLY

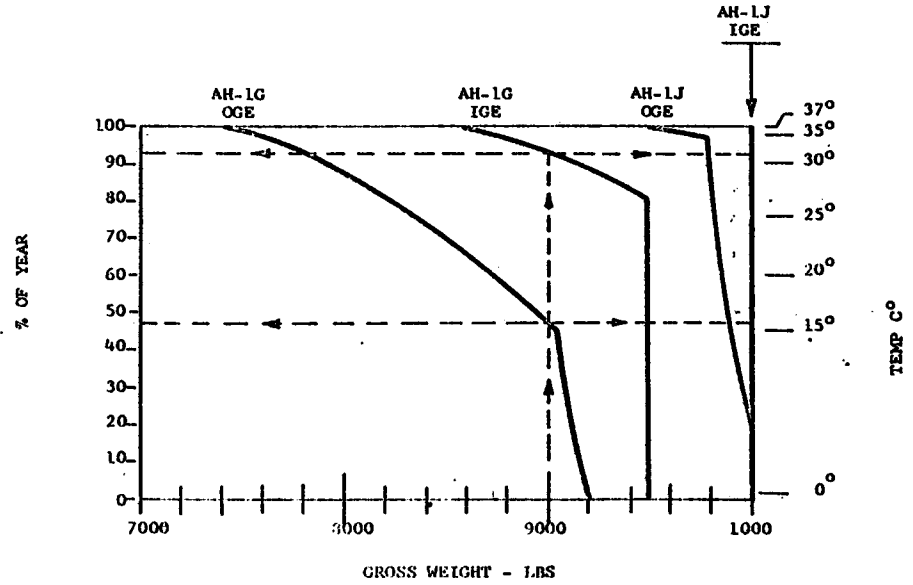
|                     |          |           |
|---------------------|----------|-----------|
| HUB TYPE            | STD UH-1 | FLEX BEAM |
| TAIL ROTOR DIAMETER | 9.5 FT.  | 8.5 FT.   |
| BLADE CHORD         | 8.4 IN.  | 11.5 IN.  |

NEW HUB & BLADE ASSEMBLY  
WITH 35% MORE THRUST  
CAPABILITY

AVERAGE RANGE  
3000' 70°F



TEMPERAN  
100 FT.  
ONE-TRE



Average Daily Temperature Range (ADTR) - (From data accumulated and published by the U. S. Weather Bureau)

When considering mission capability, it is necessary to determine the environment in which the aircraft will operate. Altitude is of course constant, but temperature is a variant that must be considered in its entire range. The purpose of an ADTR computation then, is to provide the relevant details that place extreme temperature excursions in proper perspective with relationship to altitude. It must be noted that an ADTR computation is not an attempt to ignore the absolute temperature. Absolute temperature can significantly exceed the average on any given day. Conversely however, there will be a corresponding day, or number of days, in which the absolute will not reach the average.

Abadan, Teheran and Isfahan provide an excellent cross-section of operational altitudes. The temperatures encountered at these locations can be extreme in terms of mission capability.

ADTR Graphs

Graph construction is linear; therefore it is possible to calculate any temperature as a percentage of the whole.

Using Abadan as an example, it is found that:

1. Total yearly temperature variation equals  $171^{\circ}$ . This is calculated by summing monthly variations. ( $17^{\circ}-7^{\circ}=10^{\circ}$  for January, plus,  $20^{\circ}-9^{\circ}=11^{\circ}$  for February, etc.)
2.  $40^{\circ}\text{C}$  is exceeded by  $2^{\circ}$  in June,  $4^{\circ}$  in July,  $5^{\circ}$  in August, and  $1^{\circ}$  in September for a total of  $12^{\circ}$ .
3. The percentage of the whole represented by  $40^{\circ}$  is 93%. ( $171-12=159; 159=171=.93 \times 100$ )
4. Conclusion: The ADTR at Abadan is less than  $40^{\circ}\text{C}$  approximately 93% of the year. Maximum gross weight for the HueyCobra at sea level and  $40^{\circ}\text{C}$  is 9500 pounds. Therefore, 93% of the year, the HueyCobra will operate at full gross weight.

The ADTR at Abadan exceeds  $40^{\circ}\text{C}$  in June, July, August and September. The affect on mission capability of temperatures in excess of  $40^{\circ}\text{C}$  is calculated as follows:



Examples illustrating the use of the OGE-IGE performance curves.

Example 1:

Mission Profile

Altitude 4000 feet  
Max Gross Weight 9000 pounds

Locate 9000 pounds on the gross weight scale of the Teheran chart and read vertically until intersecting with the OGE curve. Read horizontal from this intersect point to  $16^{\circ}\text{C}$  which corresponds with 47% of the year. This means the AH-1G can hover OGE at 9000 pounds approximately 47% of the year. Continue vertically to the intersect point of the IGE curve and read horizontally to  $32^{\circ}\text{C}$  and 93% of the year. The AH-1G hovers IGE at 9000 pounds 93% of the year. (By referring to the ADTR graphs it is noted that the 7% of the year the temperature exceeds  $32^{\circ}\text{C}$  is centered for a few hours each day in the months of June, July, August and September.)

The AH-1J hovers OGE and IGE at gross weights well above 9000 pounds at temperatures exceeding  $37^{\circ}\text{C}$ .

Example 2:

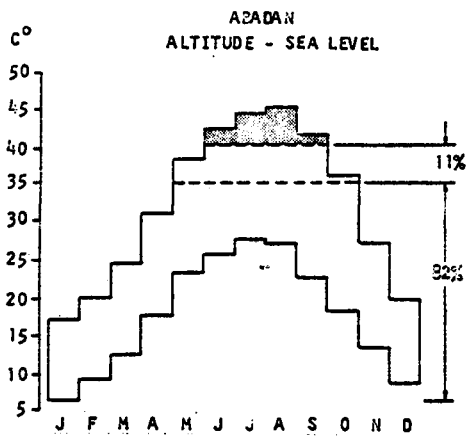
Mission Profile

Temperature  $35^{\circ}\text{C}$   
Altitude Sea Level

Locate the  $35^{\circ}\text{C}$  line on the temperature scale of the Abadan performance chart which corresponds to 82% on the % of year scale, and means that 82% of the year the temperature does not go above  $35^{\circ}\text{C}$ . Reading down vertically from the intersection of the temperature line with the OGE and IGE curves shows that the AH-1G can hover IGE at 9500 pounds but must off load 700 pounds of ordnance or fuel to meet the 8800 pound OGE gross weight requirement.

The AH-1J hovers both OGE and IGE at the full maximum gross weight of 10,000 pounds.

1. Temperature variation for June is  $16^{\circ}$ . ( $42^{\circ}$ - $26^{\circ}$ )
2. ADTR exceeds  $40^{\circ}\text{C}$  by  $2^{\circ}$ . ( $42^{\circ}$ - $40^{\circ}$ )
3. ADTR exceeds  $40^{\circ}\text{C}$  approximately 12.5% or 3 hours each day in June. ( $2 \cdot 16 = .125 \times 100 = 12.5\% \times 24 \text{ hours} = 3 \text{ hours}$ )
4. Conclusion: The HueyCobra will operate at maximum gross weight (9500 pounds) approximately 21 hours each day. During the remaining 3 hours the HueyCobra will operate at gross weights that range between 9000 and 9500 pounds.

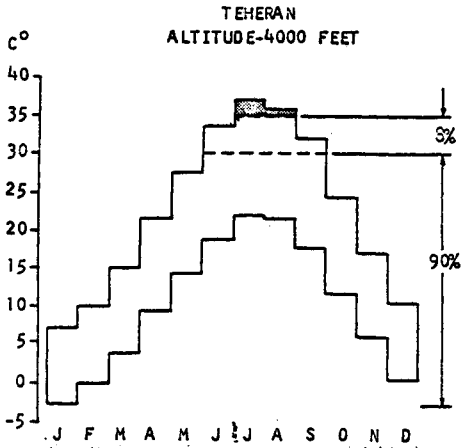


ADTR peaks at 45°C in August, and exceeds 40°C approximately 3 hours per day in June and September, and 7 hours per day in July and August.

Based on ADTR, the HueyCobra will operate:

1. 93% of the year at the maximum gross weight of 9500 pounds.
2. 7% of the year at gross weights ranging between 9000 and 9500 pounds.

The AH-1J will hover IGE at a maximum gross weight of 10000 pounds at temperatures exceeding 45°C or 100% of the year.

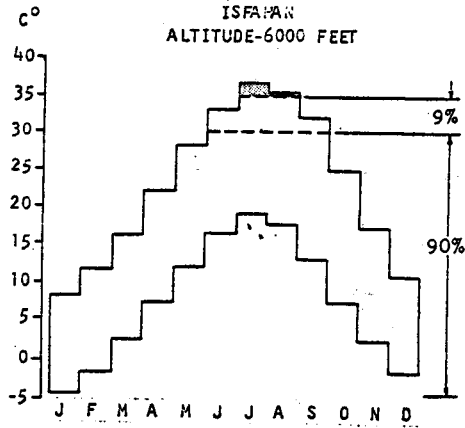


ADTR peaks at 37°C in July, and exceeds 35°C approximately 4 hours each day in July and 3 hours each day in August. 30°C is exceeded approximately 5 hours each day in June, 11 hours each day in July, 10 hours each day in August, and 3 hours each day in September.

Based on ADTR, the HueyCobra will operate:

1. 90% of the year at gross weights ranging between 9150 and 9500 pounds.
2. 8% of the year at gross weights ranging between 8700 and 9150 pounds.
3. 2% of the year at gross weights ranging between 8550 and 8700 pounds.

The AH-1J will hover IGE at a maximum gross weight of 10,000 pounds at temperatures exceeding 37°C or 100% of the year.



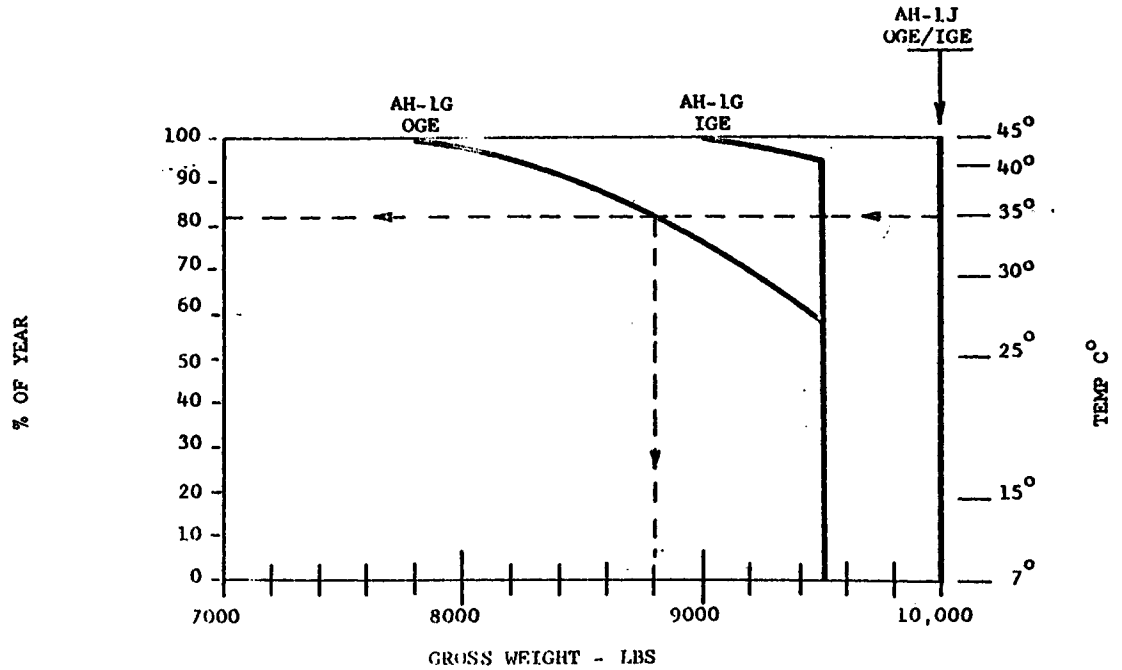
ADTR peaks at 37°C in July, and exceeds 35°C approximately 3 hours per day in July and 1 hour per day in August. 30°C is exceeded approximately 5 hours per day in June, 10 hours per day in July, 8 hours per day in August, and 3 hours per day in September.

Based on ADTR, the HueyCobra will operate:

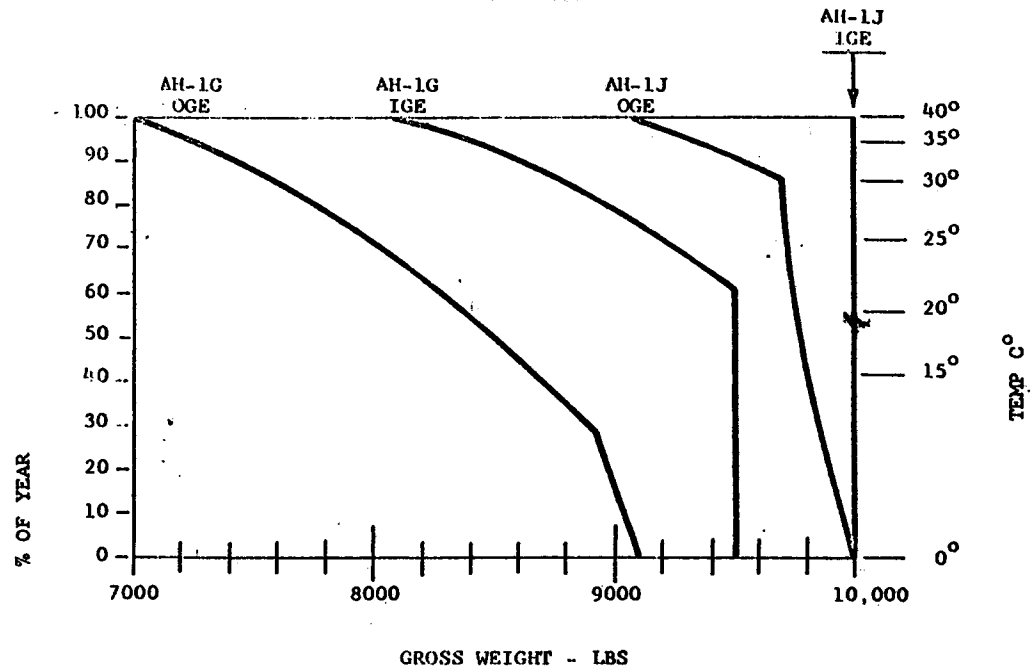
1. 90 % of the year at gross weights ranging between 8450 and 9500 pounds.
2. 9% of the year at gross weights ranging between 8050 and 8450 pounds.
3. 1% of the year at gross weights ranging between 7900 and 8050 pounds.

The AH-1J will hover IGE at a maximum gross weight of 10,000 pounds at temperatures exceeding 37°C or 100% of the year.

ABADAN  
S.I.  
OGE-IGE

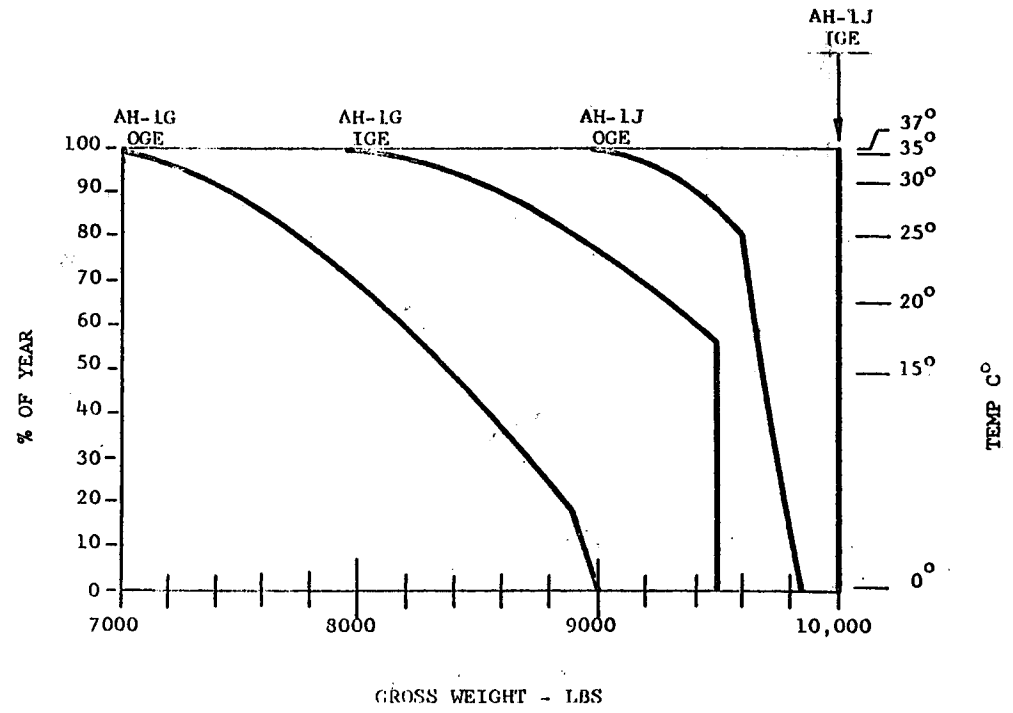


IRAN COMPOSITE  
5000 FT.  
ONE-ICE



737

ISFAHAN  
5317 FT  
OGE - IGE





2575 A TAXI TN.....M  
20/08 11.27 #  
2575 A TAXI TN#  
2575 A TAXI TN  
KNIWEGEN BRU B  
KNIWEGEN BRU B

*Bill*

AUGUST 19 1971 TWX 448

ATTN. MR. ZANGENEH  
CC. MR. IRANZAD

WOULD APPRECIATE NEWS ON STATUS OF NAVY L/C THAT NEEDED EXTENDING  
TO COVER THE SPARES THAT WERE SHIPPED AUGUST 12.  
ALSO APPRECIATE ANY NEWS ON SUSY'S ACTIVITIES AND FURTHER ANY  
ASSISTANCE WE CAN GIVE AT THIS TIME.  
BEST REGARDS.  
C.P.B.HORSLEY

*CPB*  
*Aug. 19, 71*

#

Internal Memorandum  
August 21 1971

From: K. Iranzad, Sales Manager.

As soon as the twenty copies of General Howze's speech were received, we immediately arranged the distribution of same to the following accompanied with a covering letter, as per attached copy:

|  |          |
|--|----------|
| General Khatami,<br>Commander in Chief, IIAF.....    | 2 copies |
| General Toufanian,<br>Chief, MIO.....                | 2 "      |
| General Minbashian,<br>Commander in Chief, IIGF..... | 2 "      |
| General Ghandahari,<br>Commander, IIAA               | 2 "      |
| Col. Vali,<br>Commander, Naval Aviation.....         | 2 "      |
| Adm. Ardalan,<br>Imperial Iranian Navy               | 1 "      |
| Mr. H. Dehesh.....                                   | 1        |
| Eng. Toufanian,<br>Chief, I.H.I.....                 | 1        |
| Lt. Col. Starkey,<br>U.S. Maag, Tehran.....          | 1        |
| Lt. Col. Doiron,<br>U.S. Maag, Tehran.....           | 1        |
| Lt. Col. Butler,<br>U.S. Maag, Isfahan.....          | 1        |

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date Aug. 21, 71

تاریخ

ارتقا کسبی

مهرآباد

تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

From

گوینده خ - ایران زار

To

گیرنده

Request

مورد درخواست

بلانامه عدد ۲۰ جدول فظون کامر زرنال  
House آنها را ترتیب بدهتم تا در  
توزیع و نامه هم با لغام آنها (ملق نونه بریت) ارسال  
در روز فونزرنال House و شرکت که در تهران می باشد  
بجای Bell لازم بود و حکم بر آنها صادر کردیم

امضاء  
Action Token

Sgd  
المام انجام داد

امضاء

Sgd

A - 224

- ۱) تیمار ارتشید خانی
- ۲) تیمار سپید طوفانیان
- ۳) ارتشید عین اشکان
- ۴) سرنگر قندهاری
- ۵) سرنگر والی
- ۶) دربار اردلان
- ۷) آقا هوشنگ دهنر
- ۸) لیدر طوفانیان
- ۹) Lt. Col. Starkey, Tehran
- ۱۰) Lt. Col. Doiron, "
- ۱۱) Lt. Col. Butler, Safalan

*Translation of  
letter Ref. 453/1343,  
dated Aug. 21, 1971.*

AIR TAXI COMPANY

August 21 1971

To,

General Minbashian,  
Commander-in-Chief,  
Imperial Iranian Ground Forces.

---

Please find enclosed two copies of the speech of  
General Hamilton H. Howze delivered in your presence on  
July 3, 1971.

Air Taxi Co., exclusive representative of Bell  
Helicopter Co. Fort Worth, extends on behalf of  
General Howze, his deep appreciation for your valuable  
assistance and cooperation during his visit to Tehran.

AIR TAXI CO.

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تکراسی : تهران ارتاکسی

تاریخ ۱۳۰۰/۱۰/۲۱ (Aug. 21, 71)

شماره ۶۰۳/۱۳۶۳

13

تیمسار آرژنتیند مین پائسیان

نسرمانده محترم نسروی زمینی شاهنشاهی

با کمال احترام بهیوست تعداد دو نسخه متن کامل نطق ژنرال  
 همپلتن اج هانز (ژنرال باز نشسته آمریکا) که در حضور آن تیمسار معظم و اعضاء ستاد  
 در تاریخ ۱۲ نهرماه / ۱۳۰۰ (مطابق ۱۹۷۱/۷/۲) در تهران ایراد شده  
 بود تقدیم میگردد.

این شرکت پنا بندگی انحصاری کارخانجات هلیکوپتر سازی  
 BBLI آمریکا و همچنین از جانب ژنرال هانز از آن تیمسار معظم برای کمک و تشریک مسامی  
 که مبدول فرمودید صحیحانه سپاسگزاری مینماید.

با تقدیم احترام

شرکت هواپیمائی ارتاکسی

AIR TAXI COMPANY

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending..... August 25, 1971

Name of Customer Red Lion & Sun Society, Teheran, Iran.Contact Dr. KhatibiTitle PresidentAddress RLSS, Mehrabad Airport, Teheran, Iran.Telephone 46846Telex -Cables -

## Discussions

Dr. Khatibi, President of the RLSS was in Europe for some time and as soon as he got back, we discussed your proposal of feasibility study for having RLSS helicopter bases in ten provinces. He refused to the idea of \$5,000.00 as cost for this study and remarked that he has got no such budget to finance your feasibility study. However, we are pursuing the matter thru Capt. H. Muniri. Should you have any other suggestions and/or useful publications in order to induce him to buy more helicopters, we would appreciate your sending them to us for submittal to the RLSS.

## Conclusions

① Sent thru Hotel Semiramis

27 Aug. 1971

BKO  
TELEX THN MOM  
2331 SEMIRA TN

TELEX IRTN 01 27/08 19.15  
PLS BOOK ME TO TELEX NR 758229 BELL HELICOPTER COMPANY  
TEXAS U.S.A TKS

OK MOM PLS  
VIA RCA  
BELL HCPTR FTW

13

VIA RCA/NY 19.17 GMT DFDFDFDF  
2331 SEMIRA TN  
BELL HCPTR FTW  
TELEX 758229 BELL HELICOPETR COMPANY FORT WORTH TEXAS USA

ATTENTION FRANK SYLVESTER  
WE HAD ANOTHER IMPORTANT MEETING WITH ALICE WHO AGAIN REMINDED  
AND RE-EMPHASIZED THE EXTREME SENSITIVITY OF THE HCCJ MESSAGE  
REGARDING ACCURATE DEADLINE FOR GROOPER TO COMMENCE MANUFACTURING  
SAIL HERE. WE STRONGLY RECOMMEND THAT THIS DELICATE MATTER BE  
TREATED WITH MAXIMUM CAUTION OTHERWISE IT WILL RESULT IN GREAT  
CONFLICT TO OUR MUTUAL DISADVANTAGE STOP BEST REGARDS SNAPPER  
2331 SEMIRA TN  
BELL HCPTR FTW

*air taxi*

TELEX THN MOM

*1150*  
*طهران*  
*ر*

D  
2331 SEMIRA TN

*(Couldn't send to Brussels)*

TELEX IRTN 01 27/08 19.19  
PLS CAN I BOOK TO TELEX NR 24588 KNIEWEGEN . BRUSSELS.  
BELGIUM. TKS  
YES DEAR MOM PLS OK DEAR TKS VERY MUCH  
TELEX THN  
2331 SEMIRA TN  
THE LIGHT HAS GONE AND CAME DEAR I AM SORRY

AIR TAXI

MEHRABAD

Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date Aug. 22, 71

ارتقا کسبی

مهرآباد

تاریخ ۶۸۹۹۲  
تلفن ۶۱۱۹۶۷

From

کوبنده

To

گیرنده

Request

مورد درخواست

بهبود در صورت Bell و پرانز کتفقات بعضی همزمان  
 کاشف بهر آمد که بیلکوتر *Huey* *Robica* مورد استفاده  
 صورت ایران بیم و فعلاً تعداد ۱۶ فروند مورد نظر میباشد.  
 تا در این تدارکات در زمان کارخانه همایون موجود و آن‌ها می‌توانند نزدیک  
 مملکتات با آن‌ها می‌توانند که آن‌ها در ایران در این مورد و در این مورد  
 بهر صورت و مدارات لازم در نامه این سفارش در حقیقت بهر صورت  
 با این ملاحظات باشد.

امضاء  
 Action Taken  
 اتمام انجام شده  
 Sgd  
 \* تعداد در برزود مدل شرح زیر است:  
 (۱) ۲۰ فروند AH-1G یکم دوره  
 (۲) ۳۰ " AH-1J دوم دوره  
 (۳) ۱۰۰ Huey (205)  
 جمع ۱۶۰ فروند  
 امضاء  
 Sgd



Internal Memorandum

Aug. 22 1971

From: K. Iranzad, Sales Manager.

Upon enquiry from Bell Helicopter Co. and thorough investigation I confidentially found out that the Government of Iran has decided to procure Huey and Huey Cobra Helicopters. For the time being the quantity of these helicopters totals 160 ships as follows:-

|                                  |              |
|----------------------------------|--------------|
| Model AH-1G (Single engine)..... | Qty 30       |
| " AH-1J (Twin engine).....       | " 30         |
| " Huey (205).....                | " 100        |
|                                  | <u>" 160</u> |

I immediately transmitted a coded telex to BHC. In the meantime an arrangement has been made for Mr. Zanganeh to meet Mr. Horsley in Paris at the Hotel Prince de Galles.



The attached telex <sup>was</sup> transmitted  
by Mr. Z. from Paris on Aug 22, 1971.  
Z

50240002400  
GA 002400  
GA 0750323.  
221 1353 /004/  
CELL LOG FTW  
PRINS GAL PARIS

ICI LE 20927 PARIS

FOLLOWING TEEN REPORT TO CODDLER, PIKE DECIDED TO GO AHEAD WITH THIRTY SHARK OR SWORDY FISH DETAILS TO BE DETERMINED LATER STOP . ALSO APPROXIMATE QUANTITY SIXTY SAIL TO BE ASSEMBLED OR MANUFACTURED IN IRAN STOP PIKES DEFINITE ORDER CLEARLY STATES THAT SHOULD GROOPER FAIL TO SHOW IMMEDIATE ACTION WHOLE PROJECT BE DIVERTED TO USA ORGANIZATION STOP TRUSTING BASS WILL UTILIZE THIS BRILLIANT OPPORTUNITY BY AVOIDING SUPPORT AND BACKUP GROOPER TO MANUFACTURE OR ASSEMBLE IN FIK STOP TROUT RECOMMENDS THAT BASS BETTER STAY IN BACKGROUND BY AVOIDING TO MAKE CONTACT OR SEND REPRESENTATIVES PRESENTLY STOP PLEASE EXPEDITE SENDING COMPARISON AND PERFORMANCE CHARTS FOR AUTHORITIES CAREOF SHAPPER STOP SELF WILL BE IN PARIS BETWEEN 10/15 AUGUST AT HOTEL PRINCE DE GALLES TELEPHONE 026 00 01 AVENUE GEORGE V STOP PLEASE SEND CODED REPLY TO TEHERAN TELEPHONE ME AT THIS HOTEL IF MESSAGE IS NOT CLEAR RESARDS

ZAHGANEN

CELL LOG FTW

PRINS GAL PARIS

TELEX

BELLCRAFT TELEX NO 758323

FORT WORTH TEXAS ( USA )

FOLLOWING TEEM REPORT TO <sup>Gen. Twich H.I.M.</sup> CODDLER, PIKE DECIDED TO GO AHEAD  
 WITH THIRTY <sup>AH-1G</sup> SHARK OR <sup>AH-1J Helicopter</sup> SWORDY FISH DETAILS TO BE DETERMINED  
 LATER STOP ALSO APPROXIMATE QUANTITY SIXTY <sup>205</sup> SAIL TO BE  
 ASSEMBLED OR MANUFACTURED IN IRAN STOP <sup>H.I.M.</sup> PIKE'S DEFINITE ORDER  
 CLEARLY STATES THAT SHOULD <sup>Agusta</sup> GROOPER FAIL TO SHOW IMMEDIATE ACTION  
 WHOLE PROJECT BE DIVERTED TO USA ORGANIZATION STOP TRUSTING  
Bell BASS WILL UTILIZE THIS BRILLIANT OPPORTUNITY BY AVOIDING  
SUPPORT AND BACKUP GROOPER TO MANUFACTURE OR ASSEMBLE IN FIN <sup>///</sup>  
STOP <sup>Dehesh</sup> TROUT <sup>BELL</sup> RECOMMENDS THAT BASS BETTER STAY IN BACKGROUND BY  
 AVOIDING TO MAKE CONTACT OR SEND REPRESENTATIVES PRESENTLY  
 STOP PLEASE EXPEDITE SENDING COMPARISON AND PERFORMANCE CHARTS  
 FOR AUTHORITIES CAREOF <sup>Air Taxi(z)</sup> SNAPPER STOP SELF WILL BE IN PARIS  
 BETWEEN 10/17 AUGUST AT HOTEL PRINCE LEGALLE TELEPHONE \_\_\_\_\_  
 AVENUE GEORGE V STOP PLEASE SEND CODED REPLY REGARDS ZANGANEH

To be transmitted from Paris.

*[Signature]*



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A  COMPANY

23 August 1971

In reply refer to:  
F5:JEG:cm:907

Mr. Khalil Iranzad  
Sales Manager  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

*W. J. ... (S, 13) 13*

Dear Khalil:

Thank you very much for your letters S/13/1318, S/13/1315 to Mr. Sylvester and the weekly progress reports.

I am pleased to hear that copies of General Howze's speech to the IIGF arrived safely. I hope that they will be used for the furtherance of our good relationship with the Imperial Iranian Government.

General Toufanian's request for quotation, pricing and availability of 205 and 206 spare parts is in work and I wish to reiterate what was said in my telex of 19 August--that you please try to obtain an extension of the offer submittance date for an additional two weeks. I am sure you realize it will take us a minimum of one week to prepare our proposal and I fear that the mailing may take too long and therefore it will not arrive on the scheduled date.

Immediately upon receipt of the request, it was transmitted to the head of our Logistics Department for immediate action. So things are full steam ahead and as always, I'll keep you posted on the developments.

With reference to the weekly reports, I commend you on your efforts as they are indeed what we require so continue with the good work. As mentioned many times before, these reports greatly facilitate the negotiations here at the factory.

I hope all is going well. Please give my kindest regards to all and I look forward to seeing you in the not too distant future.

Best personal regards.

Sincerely,

BELL HELICOPTER COMPANY

  
John E. Gallagher, Jr.  
International Sales Representative

P.S. Sure miss that good  
caviar and iced vodka!!!

BELL HCPTR FTW

VIA RCA1033

DFDFDFDF

BELL HCPTR FTW

*sent 1405 LT*

2575 A TAXI TN

13

TELE X 758229

BELL HELICOPTER CO FORT WORTH TEXAS USA

AUG 24/71

REF 54/71

ATTN HORSLEY . HAD A LENGTHY MEETING WITH ALICE, SIX DOTY FORTHCOMING. GROOPERS DEADLINE TO MANUFACTURE SAILS IS OCTOBER FIRST 1971 . MUST REITERATE AND REEMPHASIZE YOUR ONE HUNDRED PERCENT AVOIDING ANY SORT OF AGREEMENT AND/OR SUPPORT OF GRACE IN SCHOOL, ONCE AGAIN MUST REMIND IMPORTANCE OF MAINTAINING CONCEALMENT . REGARDS SNAPPER

2575 A TA XI TN

BELL HCPTR FTW

2575 A TAXI TN

*J.C.  
24.8.71.*

*This telex should have been sent to Mr. Horsley in ~~FTW~~ ~~not~~ Fort Worth (our secretary's mistake). Please see our telex ref 5617 dated Aug 25/71*

2575 A TAXI TN  
 H758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG 221 8-24-71  
 315PM CST  
 AIR TAXI CO TEHERAN IRAN 951 2575

ATTN : ZANGANEH

OUR REF 710

WE HAVE RECEIVED WORD THAT A REQUEST FOR TWO (2) SHIP SETS OF EXECUTIVE INTERIOR HAVE BEEN REQUESTED FOR TWO (2) UH-1H/205 TYPE HELICOPTERS FOR IRAN IN PREPARATION FOR THE ANNIVERSARY CELEBRATIONS. THIS REQUEST HAS BEEN PROCESSED THRU THE NORMAL U S GOVT CHANNELS WHICH NORMALLY TAKES 90 TO 120 DAYS FOR PROCESSING. IN EFFORTS TO PROVIDE THESE INTERIORS WITHIN NEEDED TIME FRAME WE CAN PROVIDE YOU WITH SEAT CUSHIONS AND BACK CUSHIONS SKIRTS FOR RAG SEATS NOW INSTALLED PLUS CARPET FOR TWO (2) BIRDS WITHIN DESTRED TIME FRAME. HOWEVER WE MUST RECEIVE YOUR FRIM ORDER PLUS PAYMENT AND IF BY IRROVOCABLE LETTER OF CREDIT BE SURE IT IS CONFIRMED BY U S BANK. THE INTERIOR WE PROPOSE WOULD BE SIMILAR TO THAT WHICH IS NOW EXISTENT IN THE RED LION AND SUN 205 WITH THE EXCEPTION OF THE BAR AND SEPARATING BULKHEAD BETWEEN THE PILOT AND PASSENGERS COM- PARTMENTS PLUS OF COURSE THERE WILL BE NO ADDITIONAL SOUNDPROOFING AND NO SWIVEL SEATS ETC. THE COST OF ONE SET IS APPROXIMATELY DOLLARS SIX THOUSAND.

BEST REGARDS  
 BLAGHER  
 BELLCRAFT  
 ENDMC

*Sh*  
*24.8.71*  
 \* For use during 25th century celebrations.

⊕  
2575 A TAXI TN  
RCANY2454 1517

758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG 220 8-24-71  
315PM CST  
AIR TAXI CO TEHRAN IRAN 951 2575  
ATTN ZANGANEH  
OUR REF 711

REFURTELEX 24 AUG . NEEDS FURTHER CLARIFICATION. WHAT DO YOU  
MEAN SIX DOTTIES FORTHCOMING ? FROM WHOM ? TO WHOM ? TIMEFRAME ?  
ETC .

WHAT DOES DEADLINE FOR GROOPERS TO MANUFACTURE SALES BY  
OCTOBER FIRST MEAN ? ACCEPTABLE PROPOSAL ? ACTUAL PRODUCTIONS ?  
SHIPMENT OF MATERIAL , HARDWARE AND PERSONNEL ? PLEASE IF  
POSSIBLE EXPAND TO PROVIDE US WITH MORE DETAILS . APPRECIATE  
YOUR ASSISTANCE . BEST REGARDS.

\*GALLAGHER  
BELLCRAFT  
ENDMC  
MORE

7582⊕  
2575 A TAXI TN

*JL*  
*24.8.71*

*( Please see our telex Ref. 56/71 dated Aug. 25/71. )*

MOPLS  
 GMT 603+VIA LDN DDFD  
 KNIWEGEN BRU B  
 2575 A TAXI TN

*Sent 0931 LT*

KNIWEGEN BRU TELEX 24588  
 AUG 25/71  
 REF 56/71

ATTN HORSLEY, BELL HELICOPTER, BRUSSELS.  
 FOLLOWING OUR DISCUSSIONS IN PARIS THE FOLLOWING MESSAGE WAS  
 MISTAKENLY SENT TO YOUR ATTENTION AT FORT WORTH QUOTE ATTN HORSLEY  
 HAD A LENGTHY MEETING WITH ALICE, SIX DOTTY FORTHCOMING, GROOPERS  
 DEADLINE TO MANUFACTURE SAILS IS OCTOBER FIRST 1971, MUST REITERATE  
 AND REEMPHASIZE YOUR ONE HUNDRED PERCENT AVOIDING ANY SORT OF  
 AGREEMENT AND/OR SUPPORT OF GRACE IN SCHOOL, ONCE AGAIN MUST  
 REMIND IMPORTANCE OF MAINTAINING CONCEALMENT, REGARDS SNAPPER  
 UNQUOTE TODAY RECEIVED REPLY FROM GALLAGHER PUZZLED ABOUT MESSAGE,  
 PLEASE CONTACT HIM AND CLARIFY STOP REGARDS ZANGANEH

2575 A TAXI TN  
 KNIWEGEN BRU B  
 2575 A TAXI TN

2575 A TAXI TNVCKH

*Alice = Dechek  
 Dotty = 2/2  
 Grooper = Augusta  
 Grace = Augusta  
 School = Iran*

25/08 17.43  
 2575 A TAXI TN  
 KNIWEGEN BRU B  
 KNIWEGEN BRU B

AUGUST 25 1971 TWX 458

ATTN. MR. A.H. ZANGANEH  
 CC. MR. K. IRANZAD

MANY THANKS YR TWX REF 56/71, OF WHICH CONTENTS UNDERSTOOD - THAT  
 IS, SIX DOTTY'S ARE SOON TO BE ORDERED FROM DOTTY WITH NO CHANCE  
 OF FMS CASE AND THAT ULTIMATUM HAS BEEN GIVEN FOR ALL SAILS  
 PRESENTLY ON ORDER TO BE DELIVERED BY OCT FIRST 1971. WILL COOR-  
 DINATE WITH FORT WORTH AND ADVISE ANY ACTIONS ACCORDINGLY.  
 BEST REGARDS.  
 C.P. HORSLEY.

2575 A TAXI TN  
 KNIWEGEN BRU B



**AIR TAXI**

MEHRABAD

**INTERNAL MEMO**

یادداشت داخلی

ارتاکسی

مهرآباد

Date Aug 26 1971

تاریخ .....

From **K. Iranzad - Sales Manager**

گرونده

To

گیرنده

Request

مورد درخواست

Upon receipt of Bell Helicopter's letter ref. F5/JEG/CM/904 dated Aug 18 1971, I immediately contacted Col. Sam Duncan by telephone (Tel: 754804) of the Armish Maag. I introduced myself as the Sales Manager of Air Taxi Co. who represent Bell Helicopter Co. exclusively in Iran. I sought Col. Duncan's approval to submit the AH-1G vs AH-1J helicopter comparison to the Iranian authorities. He indicated that he had also received the same comparison and that he did not object to the submittance of this information to the Iranian authorities. He also mentioned that he knew enough about the valuable activities of Air Taxi Co. in the capacity of Bell's sole representative in Iran. Finally, he deeply appreciated the coordination and cooperation of Air Taxi Co. for the sale of Bell's helicopters in Iran. I immediately reported the above to BHC in my telex ref. 60/71 dated Aug 28 1971.

امضاء

Action Taken

Sgd. 

انجام اقدام شده

امضاء

Sgd. ....

A - 224

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی  
Date 26 Aug. 71 ۲۶ آگست ۱۳۵۰

ارتاکسی

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوبنده  
خلیل ایران زاد

To

کیرنده

Request

مورد درخواست  
بجز رسیدن نامه شماره ۹۰۴ F5: JEG: cm: ۹۰۴ درج

۱۸ اگست ۱۹۷۱ ملانامه؛  
Col. Sam Duncan  
(تلفن ۷۵۴۸۰۴) Armish MAAG  
مورد حذف (مدیر مایکما فی شرکت ارتاکسی - نمایندگی ارتاکسی فی BELL  
در ایران) موضوع صورت مقابله AH-1G و AH-1J برافروخت  
نامبرده را با تعلیم این جدول مقابله بمقامات ایرانی مشاغل عمومی  
این مرکز از نظر خوشحالی از آشنایی و اطلاع از فعالیتها و وضعیت  
ارتاکسی در مقام نمایندگی فی BELL در ایران فرمودند روز شنبه  
Sgd

امضاء  
Action Taken

اقدام انجام شده

جدول مقابله مورد بحث مانده نیز رسید است  
نسخه موافقت خود را با تعلیم جدول مقابله بمقامات ایرانی  
اعلام داشته و از هم آنها و همکاری شرکت ارتاکسی در ایران و نیز روز شنبه  
Sgd  
بزرگ کورس کلتره اطلاع از BELL باند شد

TELEX 758229 BHCPTX FTW TEXAS

~~AUG 28/71~~  
REF 60/71*(خبرنامه)*

ATTN GALLAGHER

AA RE YOUR LETTER F5JEG:CMT:904 AUGUST 18 1971 FOR YOUR CLARIFICATION ACTUAL QUANTITIES ARE THIRTY EACH SHARK/SWORDY ONE HUNDRED SAILS.

BB FOLLOWING MEETING TROUT PERFORMANCE/COMPARISON DATA WAS HANDED OVER TO HIM UNOFFICIALLY. BECAUSE OF VERY SENSITIVE SITUATION WE WERE STRONGLY RECOMMENDED NOT TO CONTACT MARTHA AT THIS END AS OF THIS DATE. HOWEVER YOU CAN PASS INFORMATION AT YOUR END UPON THEIR REQUEST.

CC FURTHER TO OUR TELEX 8/27 ATTN SYLVESTER IT IS STRONGLY RECOMMENDED THAT GROOPER SHOULD NOT LEARN OF YOUR ADVANCE INFORMATION OTHERWISE IT WILL RESULT IN GREAT DEAL OF PROBLEM FOR ALL. REGARDS

2575 A TAXI TN

31/08 01.43 #  
2575 A TAXI TN  
ITTUI TLOPRW5#(   
2575 A TAXI TN#  
2575 A TAXI TN*OK*  
*28/8/71*  
*10*758229 BELL HELICOPTER CO FT WORTH TEX MSG 278 8-30-71 630PM951-2575 AIR TAXI  
TEHERAN IRANATTN ZANGANEH

OUR REF 0717

WE ACKNOWLEDGE RECEIPT YOUR TELEXES DATED 27 AND 30 AUGUST.  
BE ASSURED WE WILL MAINTAIN LOW PROFILE PER YOUR DIRECTION  
UNTIL OTHERWISE REQUESTED. MEETING WITH SKATE WENT EXTREMELY  
WELL. SKATE PLANS VISIT BASS EARLY JANUARY. BEST REGARDS.GALLAGHER BELLCRAFT

END BL#

#  
2575 A TAXI TNO.*Skate = Nicholas...*



# BELL HELICOPTER

A DIVISION OF TEXTRON ATLANTIC BELGIUM

479, AVENUE LOUISE

R. C.B. 231

1050 BRUSSELS — TELEPHONE 49.99.91 - 49.99.02 — TELEX 24.586

Mr. K. Iranzad.,  
AIR TAXI Co,  
Mehrabad Airport,  
Tehran,  
Iran.

(خانی رزم آت)

Brussels, August 30, 1971.  
Ref. CH/dr. 554

دیر زنگنه

Dear Khalil,

I have been following the recent events with great interest and let's hope that we can really make the break through this time.

I met with Mr. Zanganeh, as you are aware, last week, in Paris, and had a most satisfactory meeting. I trust that it has been convened to Mr. Dehesh that Bell are prepared to propose both the HueyCobra and Huey in a complete parts manufacture/assembly basis. We just need that formal request to propose.

I hope the Navy Spares Order is now sorted out and that the letter of credit has been confirmed and extended. Part of the confusion arose, I believe, from B.H.C. explicitly following your circular letter of May 1, 1970 in regard to orders placed by Government organisations. I am glad to hear that there is good hope for the Navy ground support equipment and with Eng. Toufanian for factory spares. You are obviously working as hard as ever.

I was finally transferred to the Brussels office and have just found a house this week - and would you believe, a wife to go along with it, it seems !

I intend to visit Teheran in the next month or so and look forward to discussing matters with you then. In the meantime don't forget to keep me fully posted of all that transpires and that those weekly reports continue to come in at a regular pace with every possible item covered.

With warmest personal regards,

*Chris*

C.P.B. Horsley  
International Marketing

AIR TAXI COMPANY

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending..... August 31, 1971

Name of Customer MIO

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Telex \_\_\_\_\_

Cables \_\_\_\_\_

## Discussions

As you would have noticed from our recent telexes, regular contacts were made with MIO authorities. Photo-copies of the telexes are enclosed for your reference. Our Managing Director has been personally meeting the officials incharge regarding your future activity in this market. We cannot say more openly in this report and would like to refer to you to our coded telexes.

The authorities have been emphasizing the importance of keeping all of the information under cover and keep them very confidential otherwise the whole future possibility will be seriously jeopardized as we repeatedly brought to your attention the gravity of the situation. Please make sure to avoid any unnecessary attempt or move without consulting us first.

## Conclusions

The prospects seem to be promising on condition that you will adhere to our advices.

Encl:


Signature K. Iranzad  
K. Iranzad

Internal Memorandum

Sept. 3 1971

From: K. Iranzad, Sales Manager.

The sensitivity of the campaign has reached its peak - certain activities are taking place in favour of Agusta. The ultimatum given to Agusta by the Government of Iran for the submittal of a proposal for the co-production of helicopters in Iran is nearing. Agusta's representatives, who are now staying in Teheran, are using their full influence. At Air Taxi all the activities are being done very cautiously - we even transmitted some of our telex messages from the Semiramis hotel. Our friends highly recommend us to ensure that BHC avoids any favourable response to Agusta. Despite the desire of BHC to submit an identical proposal to the Iranian authorities, we still insist that Bell should stay behind the curtain, and we regularly emphasize this fact in our telex messages to BHC. Fortunately, Agusta has not the licence to manufacture Huey Cobra helicopters (AH-1J and AH-1G) in Iran.



AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date  
Sept. 3, 71

تاریخ

ایرتاکسی

مهرآباد

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

گوینده

To

گیرنده

Request

مورد درخواست

حالت کار سقوط اعلام شده است. عواملان ایران  
بنوع Aquata نهایت نمایند. دولت اولیستاکوم  
Aquata بهر تیم بپزند ساختن هلیکوپتر در ایران  
نزدیک میگرد. نمایندگانی Aquata مشغول اعمال  
نمود هستند. در ارتقا کمال احتیاط بهر تیم است  
تنگناها خود را با هم از هتر میبرایم شماره نمایند. هرستان  
مادر ایران خلیج فارس توصیه نمایند هر جا Bell از  
کلیت در این مورد خود را Aquata خود را نمایند.

Action Taken

Sgd

اقدام انجام شده

همینکه در مقابل خود میزن Bell به تیم بپزند  
ساختن هلیکوپتر بمخامات هرستان ایران ما هنوز صلاح میدانیم  
Bell از دست نرود. خلیج فارس و این مطلب به Bell  
ترتیب نگذارید. خوشبختانه Aquata حق استند  
ساختن AH-1G و AH-1J را در ایران ندارد.

Sgd

P. O. B. 308

CABLES: BANAZAR  
PHONES: 302408-770148

TELEPHONE - IRAN

4th September 1971

Messrs. Bell Helicopter  
Fort Worth,  
Texas 76101,  
U. S. A.

Gentlemen:

We are indebted to "FLIGHT INTERNATIONAL" for your esteemed name and address and have taken the liberty to address you this correspondence in the hope of establishing mutually interesting business relations on your Helicopters.

We have an enquiry for two seater Helicopters for Patrol duty for a quantity of 100 units and would be pleased to have your offer along with the respective catalogues showing the available models with the time of delivery information if you have no exclusive agency arrangement in this country.

In case you are free to quote and reserve the standard commission on their sales we shall be pleased to have your favourable reply along with the offer and catalogues at an early date.

Hoping to be favoured with your esteemed reply for which we thank you in advance and remain,

Yours very truly,  
ARAM B. NAZARIAN

ABNSN.

|                          |
|--------------------------|
| INTERNATIONAL MAT. DEPT. |
| SEP 18 1971              |
| Ref. No. <i>1171</i>     |
| Assigned: <i>Garrett</i> |
| Action: <i>Follow up</i> |
| Info. Copies To:         |
| Vice President           |
| Manager                  |
| Michigan Support         |
| Administration           |
| Washington Office        |
| Manager Sales            |
| File: <i>IFN 11</i>      |
| <i>Garrett</i>           |





\*\*\*\*\*  
~~07/09~~ 18.01 ☉  
 2575 A TAXI TND  
 2575 A TAXI TNUUWAFDVYU B

SEPTEMBER 7, 1971 TWX 517

TO: AIR TAXI

FOR MR. ZANGANEH

REF : YOUR TELEX 64/71 OF 6 SEPT.

RE CC (IN HORSLEY'S ABSENCE) IT WAS OUR UNDERSTANDING AND BETTY'S THAT THE S/S COMPARISON WAS TO HAVE BEEN TAKEN BY YOU TO MARTHA ?? IS THIS NOT SO ?? PLEASE COMMENT ??

THANKS OTHER INFO WHICH UNDERSTOOD AND PASSING TO BASS. PLEASE ENSURE THAT CONTENTS OF PARA ~~EE~~ OF OUR TWX 503 ARE UNDERSTOOD FULLY BY ALICE AND SALMON.

BEST REGARDS.

HUNT..

REF. LAST PARAGRAPH YOUR TELEX :

1. BOTH GROOPER AND U.S. SHAD SAILS HAVE SAME 21 INCH CHORD, 48 FOOT DIAMETER ROTOR.
2. BOTH HAVE SAME ENGINE WITH MAX. 1400 SHP T.O. RATING. BOTH ARE DERATED BY TRANSMISSION TO 1100 SHP CONTINUOUS. GROOPER SAIL TRANSMISSION DOES HAVE 1250 SHP T.O. RATING WHILE NEL'S DEBBY TRANSMISSION IS RATED 1100 SHP BOTH FOR T.O. AND CONTINUOUS OPERATION. PERFORMANCE DIFFERENCE IS UNIMPORTANT IN SCHOOL CLIMATIC CONDITIONS SINCE ENGINE WILL NOT DEVELOP MORE THAN 1100 SHP AT SEA LEVEL WHEN TEMPERATURE IS ABOVE 35 DEGREES C. ALSO, 1100 SHP ADEQUATE FOR ALL MISSIONS AT MAX. GROSS WEIGHT OF 9500 LBS.
3. OVERALL LENGTH OF FUSELAGE (INCL. TAIL) SAME ON BOTH.

IT APPEARS THAT SOMEONE IS CONFUSING SAIL WITH SHARK WHICH HAS 27 INCH CHORD, 44 FOOT DIAMETER ROTOR, AND SHORTER TAIL.

REGARDS.

C.E. DAVIS  
 TECHNICAL MANAGER-EUROPE.=

READ LAST SENTENCE : -<sup>ds</sup>  
 -75 A TAXI TN AND SHORTER TAIL

|              |              |
|--------------|--------------|
| Suzan        | Suzan        |
| Grace        | Algeria      |
| COD          | MAR 6        |
| Sea. COD     | Wahid (IRAN) |
| U.S. SHAD    | U.S. Army    |
| Trout        | Delmas       |
| Salmon       | Gen. T.      |
| H. B.        | Delmas       |
| HAB          | Gen. King    |
| Seaman       | ...          |
| Fiona & Fish | Mill Factory |
| F. S.        | ...          |

(خ) (خیدل نام است)

2575 A TAXI TN  
 RCANY 128 0845  
 BELLHCPTR BRU B  
 BELLHCPTR BRU B

SEPTEMBER 3 1971 TWX 503

ATTN. MR. ZANGANEH

کافی است  
 تا آخر اسبوع  
 تا اطلاع ثانوی

AA WOULD APPRECIATE CLARIFICATION AS TO WHAT EXACTLY THE OCT. 1 TO MANUFACTURE GIVEN BY SUZY OFFICE TO GRACE ENTAILED. THAT IS, IS IT PURELY A DEADLINE TO SUBMIT A PROPOSAL SET UP FACILITIES, OR TO ACTUALLY START ASSEMBLY ?? IF IT IS TO COMMENCE MANUFACTURE IT IS MOST UNREALISTIC DEADLINE. THUS WAS IT SET IN FULL KNOWLEDGE OF BEING UNABLE TO RESPOND ??

BB FOR YOUR INFO. WE HAVE HAD ABSOLUTELY NO APPROACH FROM GRACE TO THIS DATE.

{

CC APPRECIATE CONFIRMATION THAT SHARK/SWORD (S/S) COMPARISON WAS HANDED TO COD-REF GALLAGHER LETTER CMT.904 AND WHAT WAS REACTION IF ANY ??

یعنی

DD BASS HAS RECEIVED FORMAL REQUEST FROM U.S. SHAD PROCUREMENT COMMAND ACTING ON BEHALF SEACOD TO PROVIDE PRICING INFOFOR 30 S/S (IE A POSSIBLE FMS BUY). QUESTION: WAS THIS INFO. REQUESTED BY TROUT/SALMON TO COD.

بهر چه امری تاخذ  
 در آن

EE WE WOULD LIKE TO WRITE TO ALICE OR SUZY, WHOEVER AND WHENEVER YOU ADVISE, STATING WITHOUT REFERENCE TO A KNOWLEDGE OF OCT. DEADLINE (A) THAT IN REFERENCE TO OUR BRIEFING, HAM VISIT ETC. OUR WILLINGNESS TO CONSIDER S/S AND/OR SAIL MANUFACTURE IN SEA. (B) THE FACT THAT GROOPER IS NOT LICENSED TO MANUFACTURE S/S AT ALL OR SAIL IN SCHOOL. ONLY WORK THAT COULD BE UNDERTAKEN IN FIONA IS FOR SAIL COMPONENTS FOR FISH TO BE BUILT IN GRACE FIN. WE WANT TO DO THIS ASAP PROVIDING IT DOES NOT REVEAL INFO. ALICE HAS ASKED US TO KEEP CONFIDENTIAL. PLEASE ADVISE HOW TO PROCEED.

BEST REGARDS.  
 C.P. HORSLEY.

3/9/71

+

TELEX IRTN 02 06/09 16.50  
MANY TKS DEAR SIR TKS FOR FIRST.  
PLS BOOK ME TO TELEX NR 24588 KNIWEGEN M . BRUSSELS.  
DROGUIM PLS IF IT IS OCC IHAVE ANOTHER CALL SIR TKS  
PLS RPT+  
9( #3-4 OK DEAR  
PLS BOOK ME TO TELEX NR 24588 KNIWEGEN . BRUSSELS. BELGUIH.

MANTY TKS SIR IF IT IS OCC IHAVE ANOTHER CALLSIR TKS.  
MOMPLS OK TKS  
BELLHCPTR BRU B  
VIA FFM 1656 GMT DFDFDFDF  
2331 SEMIRA TNC  
BELLHCPTR BRU B  
TELEX 24588 KNIWEGEN BRU  
SEPT 6, 1971  
REF 64/71  
ATTN HORSLEY REF YOUR TELEX SEPT 3, 1971

AA OCT. FIRST (NOW CHANGED TO OCT. 30) IS HERELY THE DEADLINE  
FOR GROOPER TO SUBMIT PROPOSAL OF MANUFACTURING.  
BB SHOULD YOU HAVE AN APPROACH FROM GRACE, MAKE SURE NOT TO  
RESPOND AND SUPPORT.

CC AS PREVIOUSLY ADVISED S/S COMPARISON WAS HANDED TO TROUT.

DD YES, THIS INFORMATION WAS REQUESTED BY TROUT/SALMON TO GOD.  
EE ALICE REITERATED AND RE-EMPHASIZED NOT TO ATTEMPT SLIGHTEST  
MOVE AT PRESENT. WILL NOTIFY TO PROCEED WHEN/IF NECESSARY.

DURING YESTERDAY'S MEETING TROUT REQUESTED YOUR PROMPT  
CLARIFICATION AS TO DIFFERENCES BETWEEN THE FOLLOWING:

- |   |  |
|---|--|
| <p><u>GROOPER SAIL</u><br/><u>Agusta 205</u></p> <ol style="list-style-type: none"> <li>21 INCH CHORD</li> <li>DERATED ENG. 1250 SHP</li> <li>14 INCH SHORTER TAIL</li> </ol> | <p><u>US MILITARY SAIL</u><br/><u>U.S. Mil. 205</u></p> <ol style="list-style-type: none"> <li>27 INCH CHORD</li> <li>FULL POWER 1400 SHP</li> </ol> |
|---|--|

IF AFFIRMATIVE, WHATE ARE PERFORMANCE DIFFERENCES? TELEX  
SOONEST REGARDS. JOE.  
2331 SEMIRA TNC  
BELLHCPTR BRU BK

*[Handwritten signature]*  
*1150 Right.*

|         |         |
|---------|---------|
| Grooper | Agusta  |
| Graca   | "       |
| Trout   | Dahesh  |
| Alice   | "       |
| Salmon  | Gen. T. |
| Joe     | Airtaxi |
| S/S     | Shark   |
| W-15    | Swordy  |
| COD     | MARG    |

TELEX THH MOM

PAID  
THANK YOU  
DATE 6.9.71

*[Handwritten initials]*

2575 A TAXI TN  
BELLHCPT BRU B

(Handwritten signature)

SEPTEMBER 16, 1971 TWX 549

TO AIR TAXI

ATT. ZANGANEH

AS YOU ARE AWARE BASS WAS REQUESTED TO SUPPLY U.S. SHAD WITH SHARK/SWORDY PRICES FOR AN FMS QUOTE. TODATE SWORDY PRICES HAVE NOT BEEN SUBMITTED BUT SHARK PRICES HAVE AT BASIC PRICE 410,000 AND WE ESTIMATE ADDITIONAL 160,000 APPROX FOR NEL'S GFE EXTRAS, PRODUCING TOTAL PRICE EX MARTHA OF APPROX 570,000. PRICE OF EXTRAS IS OF COURSE ONLY OUR BEST ESTIMATE. DELIVERY NOT LESS THAN SIXTEEN MONTHS FROM BETTY TO NEL, PRESUMABLY PLUS NEL ADMINISTRATIVE DELAYS.

IF FMS CASE GOES THROUGH, COMMISSION CAN ONLY BE NEGOTIATED ON BASS FURNISHED ITEMS ONLY. THAT IS FISH LESS GFE. HENCE NECESSARILY MUCH LESS, AND ALSO DICTATED BY SHAD.

THUS IT IS IMMENSELY IMPORTANT TO BOTH BASS AND JOE TO CONCLUDE AS DIRECT SALE IF AT ALL POSSIBLE. MOREOVER, FMS BONES FLOW DIRECT FROM GOVERNMENT INVENTORIES AND CANNOT BE IDENTIFIED MUCH LESS COMMISSIONED.

EVEN MORE IMPORTANTLY FOR SCHOOL ITSELF, YOU MUST BE REEMPHASIZE THAT, IF SEA PLANS TO ACQUIRE GIRLS TECHNOLOGY AND SKILLS AND APPLY INDIGENOUS LABOR AND MATERIALS INTO BETTY'S GIRLS INCLUDING FISHTAIL SERIES, THAT DICTATES A DIRECT BASS RELATIONSHIP.

REF BONES QUOTE TO IH: IT SEEMS MOST ITEMS REQUIRED WERE VENDOR ITEMS WHICH BETTY DO NOT STOCK NOR EVEN LIKE HANDLING. THE COST TO GO OUTSIDE AND PROCURE AND PROCESS IN SUCH SMALL QUANTITIES IS PROHIBITIVE. BETTY IN NORMAL CIRCUMSTANCES SHIES AWAY FROM SUCH BUSINESS. FOR BASS PART NUMBER ITEMS WE OBVIOUSLY CAN SUPPLY AT MOST REASONABLE PRICES.

TRY UTMOST ADVISE ALL CONCERNED ON ABOVE. ALSO RE PARA EE OUR TWX 503. (WE ARE STILL MAINTAINING LOW PROFILE.) PLEASE ADVISE PROGRESS WHENEVER POSSIBLE.

BEST REGARDS,

HUNT/HORSLEY.

BELLHCPT BRU B  
2575 A TAXI TNT

|              |                        |
|--------------|------------------------|
| Bass = Betty | Bell                   |
| Shark/Swordy | AH-1G + AH-1J          |
| NEL          | Army                   |
| Fish         | Helicopter             |
| GFE          | Gov't Furnished Equip. |
| SHAD         | Army                   |
| Joe          | Air Taxi Co.           |
| Bones        | Spare                  |
| Sea          | Oran                   |
| Girls        | Helicopters            |
| School       | Iran                   |
| Fishtail     | Armed Helicopter       |

Handwritten date: 16/9/71


**BELL  
HELICOPTER COMPANY**

 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **TEXTRON** COMPANY

16 September 1971

 In reply refer to:  
 FS:JEG:cm:923

 Mr. Khalil Iranzad  
 Air Taxi Company  
 Mehrabad Airport  
 Teheran, Iran

Dear Khalil:

Thank you for your weekly reports covering your contacts with the RLSS and IIN.

In regard to the spare parts order for IHI, we are also greatly disappointed. However, please understand that many of Bell Helicopter Company's parts are often supplied by outside vendors and therefore accessible to other customers other than Bell and conceivably can be further sold at lower cost than ours.

This does not maintain that all the items of IHI's request were supplied by vendors; however, many were--as well as the various nuts, bolts, washers, etc., which are also quite accessible through other sources.

We should stress the point that when purchasing directly from the factory, every effort is made to inspect and assure top quality items and warranted service. This costs money. BHC must sell at a price to cover the various expenses entailed in supplying the customer the absolute maximum of quality in parts and equipment. Obviously, to ensure proper operation and fulfillment of his requirements, procuring directly from the factory is more advantageous to the customer than procuring from other sources even though it may mean a higher cost.

On a new subject, you will note that I have included a copy of a letter sent to us by Mr. Aram B. Nazarian requesting representation with regard to selling 100 two-seater helicopters. In addition, I have enclosed my letter to Mr. Nazarian referring them to you and requesting that they contact you directly. Please see if you can research this inquiry and let us know what the story is.

Please give my best personal regards to all.

Sincerely,

BELL HELICOPTER COMPANY

 John E. Gallagher, Jr.  
 International Sales Representative

Enclosure

cc: C.P.B.Horsley

16 September 1971

In reply refer to:  
F5JEG:amt:922

Aram B. Nazarian  
P. O. Box 908  
Teheran, Iran

Dear Sir:

Thank you for your letter of 4 September 1971 and your interest in Bell Helicopter Company.

At the present time Bell Helicopter is ably represented in Iran by Air Taxi Company, Mehrabad Airport, Teheran, Iran.

May we suggest that you contact our representative and discuss your inquiry as I am sure they will be of great assistance to you with regard to our products and capabilities.

I have taken the liberty of sending copies of this correspondence to the attention of Mr. Khalil Iranzad, Commercial Manager of Air Taxi Company and have requested that he contact you and offer assistance in any way possible.

Sincerely,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
International Sales Representative

ccs Mr. C. P. Horsley  
Bell Helicopter Company  
Brussels, Belgium

✓ Mr. Khalil Iranzad  
Air Taxi Company

Internal Memorandum

Sept. 21 1971

From: Mr. A.H. Zanganeh, Managing Director.

As previously scheduled at a very private meeting, Mr. Dehesh on behalf of General Toufanian asked me to send a telex requesting BHC to definitely send a representative or team to Teheran with full powers on November 1 1971, and officially informed the Iranian Government of the willingness and ability of BHC to co-produce Huey and Huey Cobras. At the same meeting Mr. Dehesh re-emphasized the importance of BHC avoiding support to Agusta under any condition. We know very well that Agusta is making his last effort both in Iran and back in Fort Worth - in this respect we are confident about their position in Iran, but wonder about it back in FTW?



770

*OK (مستجاب)*

BELHCPTR BRU B  
DFDFDFDF VIA WIEN 1207GMT  
\*  
BELLHCPTR BRU B  
2575 A TAXI TN

*Sent 15.32 LT*

KNIWEGEN BRU 24588  
~~SEPT 21/71~~  
REF 67/71

ATTN: HUNT/HORSLEY  
WITH REFERENCE TO YOUR TELEX DATED SEPTEMBER 16TH HAD MEETINGS  
WITH ALICE WHO RECOMMENDED THAT BETTY'S REPRESENTATIVE SHOULD  
ARRIVE HERE ON OR ABOUT NOVEMBER FIRST WITH AUTHORIZATION TO  
EXPRESS BETTY'S DESIRE AND READINESS TO MANUFACTURE NINETY EIGHT  
SAILS AND THIRTY SHARKS/SWORDIES IN SCHOOL. ALSO ADVISED THAT  
BASS SHOULD ABSOLUTELY AVOID ASSISTANCE AND SUPPORT GROOPER ON  
THIS PROGRAM. HOWEVER, SHOULD BASS PERMIT GRACE MANUFACTURING IN  
SEA, FOR ONE REASON OR ANOTHER, JOE'S EFFORTS SHOULD BE SERIOUSLY  
DETERMINED AND COMPENSATED SNAPPER

2575 A TAXI TN

\*  
BELLHCPTR BRU B  
2575 A TAXI TN

|                |                |
|----------------|----------------|
| <i>Betty</i>   | <i>Joe</i>     |
| <i>Grace</i>   | <i>4/21/71</i> |
| <i>Sharks</i>  | <i>2/2/71</i>  |
| <i>Snapper</i> | <i>4/1/71</i>  |
| <i>Shark</i>   | <i>1/24/71</i> |
| <i>Shark</i>   | <i>2/2/71</i>  |
| <i>Shark</i>   | <i>1/2/71</i>  |
| <i>Shark</i>   | <i>1/2/71</i>  |
| <i>Shark</i>   | <i>1/2/71</i>  |
| <i>Shark</i>   | <i>1/2/71</i>  |
| <i>Shark</i>   | <i>1/2/71</i>  |

*OK*  
*21/9/71*



AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel: 68992  
611967

Date  
Sept. 21, 71

تاریخ

تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

جناب سرکار عالی، در یک جلسه صمیمی حضور و محرمانه آقایان دین  
 از طرف تیم رهبرانمان که آقای زنگنه خواهر محترم خودم موراد  
 با BHC بودیم گفتند تا اگر گرفته و از آنجا دعوت شود گفتند  
 و اینکه تیم، اختیارات کافی حتی حدود اول نوامبر تهران  
 آمده است اما آقای BHC را با تیم تهران سخن بگویم  
 مدل Hueyobra و Huey 205 در ایران  
 اطلاع است ایران برساند. در همین جلسه بودم که حدوداً  
 آقای دهنز از آقای زنگنه تقاضای منم که با هم از BHC  
 هزینه سفر بپوشیم به Aquata حق امید گفت  
 داده شود. (اطلاع دایم) هم در ایران امضاء  
 Action Taken  
 دهم در Fort Worth آفرین تلاش خود را بنامید  
 ما از جمله ایران مطمئن هستیم و ما که جمله آخری...؟

گزینه - نخ - ایران زار  
 گیرنده  
 مورد درخواست

Sgd \_\_\_\_\_

اقدام انجام شده

Sgd 

امضاء

⊕  
2575 A TAXI TN  
BELLHCPT BRU B

(- paid via) Red. 15,394

SEPTEMBER 22, 1971 TWX 586

ATT : MR ZANGANEH

MANY THANKS YOUR TWX 67/71. PLEASE THANK ALICE FOR RECOMMENDATION AND INVITATION, AND REASSURE THAT BETTY COMPLETELY DEDICATED TO PROVIDING ALL REPEAT ALL FUTURE SCHOOL GIRLS ON TERMS FEASIBLE TO SCHOOL AS SOON AS GIVEN GREEN LIGHT. MOREOVER GRACE'S LICENCE ARRANGEMENTS WILL NOT BE EXTENDED INTO SCHOOL BY BETTY, AS ALREADY CONFIRMED OUR TWX 503 RE (B), AND THIS SHOULD ALSO BE RESTATED.

EXPECT FULL TEAM UNDER FRANK TO ARRIVE ON ABOUT NOV 1ST, AUTHORISED AND COMPLETELY WILLING TO NEGOTIATE AND COMMENCE PLANNING AS PRACTICAL AT THAT TIME.

TO HELP BETTY MEANWHILE, PLEASE GIVE ESTIMATED DATES WHEN SUSY WOULD EXPECT FIONA'S GIRLS TO BE AVAILABLE TO SCHOOL ?? THIS AFFECTS PHASING WE WILL PROPOSE. ALSO ANY OTHER INFO.

ALSO PSE CONFIRM THAT THIS INTENT OF ALICE'S REPLACES OR SUBSTITUTES THE INFO PREVIOUSLY REQUIRED FROM MARTHA - REF OUR TWX 503, AND YOUR REPLY 64/71 - PARA DD ?? OR WILL IT COMPETE WITH ??

AVOIDING HELP TO GRACE HAS BEEN RESTRESSED. ALSO CONFIDENTIAL NATURE OF PREVIOUS INFO RE DEADLINES.

FINALLY PLEASE COMMENT IF YOU THINK PRIOR RECONNAISSANCE BY CHRIS FOR, SAY, A WEEK BEFORE NOV 1ST WITHOUT ADDRESSING ANY OF THE MAIN PROBLEMS WOULD BE ACCEPTABLE AND/OR DESIREABLE. ?

BEST REGARDS.

V.H. HUNT

BELLHCPT BRU B⊕  
2575 A TAXI TN

SH  
22/9/71

|        |            |
|--------|------------|
| Alice  | Donna      |
| Betty  | Bob        |
| Shadow | John       |
| Grace  | Helen/Tina |
| Grace  | Virginia   |
| Martha | Winnie     |

#  
2575 A TAXI TN  
BELLHCPTR BRU B


SEPTEMBER 23, 1971 TWX 592

ATT. ZANGANEH

- AA. HAVE JUST RETURNED SCANDINAVIA TRIP AND PLEASED TO SEE THE LATEST ADVANCEMENTS. WHAT ARE YOUR OWN FEELINGS/HOPES IN THIS MATTER - DO YOU FEEL WE ARE GOING THROUGH ANOTHER EXERCISE OR CAN WE REALLY PROGRESS THIS TIME ?
- BB. LOOK FORWARD TO RECEIVING WEEKLY SALES REPORTS FOR AUG/SEPT. THESE POSSIBLY BECOME MORE RELEVANT ALL THE TIME.
- CC. APPRECIATE YOU ADVISE ASAP EXACT NUMBER GRACE LINGS WITH C-20 RATHER THAN C-18 NOW IN COUNTRY (IF ANY) WITH DELIVERY RATES IF POSSIBLE.

BEST REGARDS.

HORSLEY  
BELLHCPTR BRU B#

23, 9, 71 

Internal Memorandum

Sept. 23 1971

From: K. Iranzad, Sales Manager.

We are pleased to see that the directions made by Air Taxi were accepted by Bell Helicopter Co., and in a telex BHC agreed to send its representatives to Teheran on Nov. 1, 1971. This information was immediately relayed by Mr. Zanganeh to Mr. Dehesh. Moreover, in the same telex BHC agrees the following:

- a) To avoid any support to Agusta.
- b) To treat all the useful information relayed to them fully confidential

Contrary to the desire of Bell, Air Taxi still recommends that prior reconnaissance by no one is advisable before November 1 1971. These recommendations were relayed to BHC by Telex. We are doing our utmost to prevent Agusta's representative in Teheran finding out about our activities. Since Agusta has succeeded in obtaining fifteen days extension to submit their proposal for co-production. We immediately sent a coded telex to BHC to withhold the visit of their team headed by Mr. Sylvester for a further two weeks i.e. from November 1 1971.



AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO  
یادداشت داخلی

Date  
Sept. 23, 71

تاریخ

ارتقاگسی  
مهرآباد  
تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوبنده  
سخ - ایران زار

To

گیرنده

Request

مورد درخواست

خوشبختانه توضیح در اینهاست که ارتقاگسی موزیر بیمه و الا فوه  
BHC دعوت هستند در تهران را برابر اول نوامبر قبول  
و عن ملکن قبولی خود را تأیید میکنند . مراتب فردا رسید  
آنها را بنگه اطلاع آنجا دهنده . همچنین طر همین ملکن  
BHC مراجعت نمایند که :-  
(۱) از اینجانب Aquata جدا خود داده نماید .  
(۲) که کارکن کلید اطلاعات هستند از طرف ما داده  
شود که ملاحظه فرمایند و نقل کنند .

امضاء

Action Taken

ملاحظه برخلاف سایر BHC ، از طرف ارتقاگسی توضیح  
شد که همگی را مقرر اول نوامبر تهران نرفتند .  
مراتب جمعا ملکن نیز رسید اینجانب فرمایند  
نهایت سعی شود که بحال Aquata به بیجا نماند

امضاء

لیست برده ما نیزند . نظر اینکه طبق آغوش (لطفاً) Aquata  
۵ روز تمدید گرفته است لذا با هم طر ملکن فردا از BHC  
فرستیم که از دستشان تمام نیز نظر مطبوعه قرار از ایر خود داده نمایند

A - 224

Sgd

اقدام انجام شده

Sgd

Internal Memorandum

Sept. 23 1971

From: K. Iranzad, Sales Manager.

We are pleased to see that the directions made by Air Taxi were accepted by Bell Helicopter Co., and in a telex BHC agreed to send its representatives to Teheran on Nov. 1, 1971. This information was immediately relayed by Mr. Zanganeh to Mr. Dehesh. Moreover, in the same telex BHC agrees the following:

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0300 HILTON TR

TELEK DATE OF 20/11

PLS TELEK FR. CADEN TO BRUSSELS T88 SEP 24 4 52 PM '71

THRU PLS ON TRS  
VIA WIER 1310 CRT DEFWP  
DELLHPTX BRU B

0300 HILTON TR

SEP 24, 71

TELEX NO. 84584  
KRIEVEN BRUSSELS  
DELLHPTX

دینا جان لیکر سیت ایک م جون خولانا  
سید محمد آئیپ زده ایک ہے

ATTENTION HUIT

WITH REFERENCE TO YOUR TELEK SEP DATED SEPTEMBER 20, 1971,  
THANKS FOR ALL YOUR ASSURANCES AND BACKINGS.

TELEK'S INTENT DOES NOT REPLACE AND/OR SUBSTITUTE CONTRACTS.

YOU ARE RECOMMENDED TO PURSUE YOUR ACTIONS AND TAKE ALL MEASURES  
REQUIRED BY U.S. CUD DIRECTLY.

YOUR REQUIREMENTS BY NO ONE IS ACCEPTABLE AND/OR OBTAINABLE

U.S. PLEASE SEND CUD'S FIRST NOVEMBER. NEARBY THE CONTRACTS

TEAM UNDER FRANK UNTIL SECOND DEER NOVEMBER. SLIGHTEST CUD'S

HAVE WOULD OFFSET UNDER THIS. NO FURTHER COMMENT AT PRESENT.

BEST REGARDS,

GIBSON

P.T.O. →

END

DELLHPTX BRU B

Rec'd Banc 890/

24.9.71

DE  
24/9/71

*Copy*

2363 HILTON TN

SEP. 24. 71

TELEX NO. 24588  
KNIWEVEN BRUSSELS  
BELLHCPTER

(K) *Fraser*

ATTENTION HUNT

WITH REFERENCE TO YOUR TELEX 586 DATED SEPTEMBER 22, 1971,  
THANKS FOR ALL YOUR ASSURANCES AND BACKINGS.  
TROUT S INTENT DOES NOT REPLACE AND/OR SUBSTITUTE MARTHA S.  
YOU ARE RECOMMENDED TO PURSUE YOUR ACTIONS AND AVAIL ALL INFORMATION  
REQUIRED BY US COD DIRECTLY.  
PRIOR RECONNAISSANCE BY NO ONE IS ACCPETABLE AND/OR DESIRABLE  
NOW. RPLEASE SEND CHRIS FIRST NOVEMBER , MEANWHILE WITHHOLD SENDING  
TEAM UNDER FRANK UNTIL SECOND WEEK NOVEMBER. SLIGHTEST UNWISE  
MOVE WOULD UPSET WHOLE THING. NO FURTHER COMMENT AT PRESENT.  
BEST REGARDS.

SNAPPER

|                 |                  |
|-----------------|------------------|
| <i>Trout</i>    | <i>Delish</i>    |
| <i>Martha</i>   | <i>MPPG</i>      |
| <i>U.S. COD</i> | <i>H.S. MPPG</i> |
| <i>Snapper</i>  | <i>Aut Taxi</i>  |

*24/9/71*

(تم است)

2575 A TAXI TN  
BELLHCPTR BRU B4  
2575 A TAXI TN

تاریخچه میز

SEPTEMBER 28, 1971 TWX 608

ATT : ZANGANEH

CC : IRANZAD

BHC INTERNATIONAL MARKETING ARE ABOUT TO COMMENCE SHOOTING OF FILM ON BELL HELICOPTERS ENGAGED IN VIP AND CIVIL GOVT MISSIONS. ONE PHOTOGRAPHER WOULD LIKE TO PROCEED TO TEHRAN IMMEDIATELY TO OBTAIN FOOTAGE OF RLSS 205 HELICOPTER. PLEASE ADVISE BY RETURN TELEX THAT RLSS WILL COOPERATE AND THAT AIR TAXI WILL GIVE FULL SUPPORT INCLUDING AVAILABILITY OF CHASE AIRCRAFT FOR AERIAL PHOTOGRAPHY. THIS WOULD BE MOST APPRECIATED. MANY THANKS AND REGARDS.

HORSLEY.  
BELLHCPTR BRU B4  
2575 A TAXI TN  
OK TKS VM WELL R CD WILL PASS ON  
BIBI FOR NOW

۱- سید شرفیوندتو حرم ملک با وادین  
۲- در مورد پرواز از قم به تهران و باطل کردن آن  
۳- در مورد پرواز از قم به تهران و باطل کردن آن  
۴- در مورد پرواز از قم به تهران و باطل کردن آن  
۵- در مورد پرواز از قم به تهران و باطل کردن آن

758229 BELL HELICOPTER CO FT WORTH TEX MSG 243 9-29-71 415PM

951-2575 AIR TAXI CO  
TEHERAN IRAN

ATTN K IRANZAD

OUR REF 749

REUR S/BL70082/1394 DATED 9-12-71. IS THIS TO COMPARE WITH GROOPER QUOTE? IF SO WE NEED TO KNOW MANNER IN WHICH TO RESPOND MOST EFFECTIVELY FOR YOUR PURPOSES. REGARDS.

GALLAGHER BELLCRAFT

END BLR

2575 A TAXI TN.....T

30/9/71



**AIR TAXI CO.**

Mehrabod Airport

**TEHRAN**

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Sept. 29, 1971

No. 102

Yr. Ref. \_\_\_\_\_



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ ۱۳۵۰/۷/۲۹ *(۲۹ سپتامبر ۱۹۷۱)* **نسخه سری درسیات شاهنشاهی**

شماره ۱۰۲

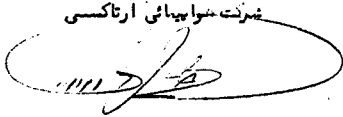
در باره - کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای پیل

با کمال احترام بهیوست ۴ جلد نشریات فنی هلیکوپترهای پیل 205 را  
به شرح زیر تقدیم مینماید -

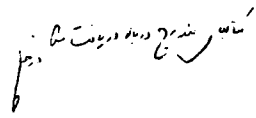
- Illustrated Parts Breakdown - 2 each
- Maintenance & Overhaul Instructions - 2 each

خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ روز نوشت این نامه کسبه  
بهیوست میباشد کتبا اعلام فرمائید -  
ضمناً در آنچه آنچه آوزاق متم و ضمايم اضافی و شماره برسد فوراً جهت تکمیل نمودن  
کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد .

باتقدیم احترام  
شرکت هواپیمائی ارتاکسی



*سازنده شرح در باره دریافت شد*





**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

In reply refer to:  
Fl:RBK:tm:7079

September 29, 1971

(تمت)

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

The Model 309 "KingCobra", Bell's concept of the next generation attack helicopter, was displayed for the first time at a restricted showing on September 28. Invitations were necessarily limited to U. S. Government officials and selected members of the press.

The KingCobra is similar but larger than the current Cobra. Fuselage length is 49 feet, and wing span is 13 feet. The new 48-foot diameter two-bladed main rotor system features a wider chord blade and flex beam hub with elastomeric bearings. Our advanced 2000 horsepower transmission and focused pylon installation, both developed under Bell-sponsored programs, are used in the drive system. The power plant is Lycoming's 2850 horsepower T55-L-7C engine. Distinguishing external characteristics include an elongated nose with underslung sighting turret, a chin-mounted 20mm gun turret, a modified "sail" that encloses a low light level TV installation. Also featured are enlarged, integrally mounted wings with internal fuel cells and detachable tips, lengthened tailboom and ventral fin. The performance envelope will provide OGE hover capability at 95°F/4000 feet at a gross weight of 14,000 pounds. Speeds in excess of 200 knots were reached within the first 5 hours of flight test, and we have tested up to 3.0 g's during maneuvers at cruise speed.

The KingCobra is designed to kill tanks and other hard-point targets. To accomplish this mission, it will carry up to 16 wing-mounted TOW missiles and 1400 rounds of 20mm ammunition contained in a linkless feed system. For alternate missions, it can carry standard XM-158 and XM-200 rocket pods and XM-18E1 gun pods on the four wing stores stations.



Mr. A. H. Zanganeh  
Page two

September 29, 1971  
Fl:RBK:tm:7079

Gunner-directed TOW missile and turret firing utilizes a stabilized sighting station. Pilot and gunner helmet sights provide secondary fire control. The stabilized sight has day or night capability that permits viewing and tracking by direct or magnified optics, infrared scanning or low light level TV. A laser ranging device and gun camera optics are included in the sighting station.

Ballistic/navigation computations from the inertial platform and radar altimeter are combined for efficient ordnance delivery in the pilot's heads-up display. Additional navigation information is presented on a Bearing-Distance-Heading Indicator (BDHI).

Because of your special interest in the Cobra program, we felt that you should be among the first to know of this new development.

We must emphasize that KingCobra is only a prototype at this time. It must be regarded as a design program in a preliminary stage. By showing it to the U. S. military, we hope to obtain sufficient encouragement to continue the program. If the program is carried to production hardware expeditiously, we would not deliver to the U. S. military before 1974/1975.

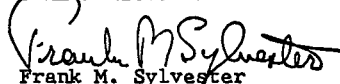
Assuming that the program is funded and advanced without delay, the KingCobra would not be available for delivery internationally for about six years. Therefore, its introductory showing should not interfere with current plans to procure AH-1G's or AH-1J's.

This letter provides you with advance information on the KingCobra. We re-emphasize: It is not available for delivery. Early sales efforts in that direction would only dilute and probably destroy current AH-1G or AH-1J Cobra programs.

Finally, for obvious reasons, we request the content of this letter be used with discretion.

Sincerely,

BELL HELICOPTER COMPANY

  
Frank M. Sylvester  
Vice President  
International Marketing

SEPT 30/71

BELL HELICOPTER COMPANY  
479 AVENUE LOUISE  
1050 BRUSSELS (BELGIUM)

ATTENTION HORSLEY REURTEL 9/28 RLSS AND AIRTAXI WILL COOPERATE  
TO SERVE PURPOSE REGARDS

AIRTAXI

ACCOUNT NO 395

⊕  
THN TX TG 147  
2575 A TAXI TN

*sh*

⊕  
2575 A TAXI TN

0959 GTVIAUSADFDFFDFD

⊕  
BELL HCPTR FTW

2575 A TAXI TN

*Time sent 1-30pm*

BELL HELICOPTER TLX 758229  
SEPT 30/71  
REF NO 80/71

ATTENTION GALLAGHER

REYOURTELEX 749 DATED 9/29 YOUR QUOTATIONS WILL DEFINITELY  
BE COMPARED WITH OTHERS AND LOW QUOTATION THIS TIME WILL BE  
WINNING FACTOR TO GET THE BUSINESS REGARDS IRANZAD

⊕  
BELL HCPTR FTW  
2575 A TAXI TN

*sh  
30/9/71*

93/71

2575 A TAXI TN  
RCANY2454 2346

758229 BELL HELICOPTER CO TW TEXAS MSGNO 25 10-1-71 1135PM  
9512575 A TAXI TN TEHERAN IRAN AIR TAXI COMPANY

ATTN: A. H. ZANGANEH

WE APPRECIATE YOUR ASSURANCE THAT AIR TAXI AND RLSS WILL COOPERATE IN OBTAINING FOOTAGE OF RLSS 205A FOR INTERNATIONAL MARKETING FILM. ETA OF CAMERAMAN NOT YET ESTABLISHED BUT WE HOPE TO SEND HIM WITHIN NEXT FEW DAYS.

WE DESIRE MOVIE AND STILL PHOTO COVERAGE OF TYPICAL RLSS MEDEVAC MISSION AND EMERGENCY FOOD DROP TO REMOTE LOCATION. TYPICAL MOUNTAINOUS TERRAIN PROVIDING EASILY RECOGNIZABLE IRANIAN SCENERY WOULD BE MOST EFFECTIVE. WOULD ALSO APPRECIATE IF POSSIBLE PARTICIPATION OF MRS. KATEMI AND DR. KHATIBI. CHASE AIRCRAFT FOR AERIAL PHOTOGRAPHY COVERAGE WOULD BE MOST HELPFUL.

PLEASE REPLY BY RETURN CABLE EXTENT OF SUPPORT IN ACCORDANCE ABOVE REQUIREMENTS MAY BE EXPECTED TO BE PROVIDED TO THE CAMERAMAN.

WE DESIRE TO TAKE ADVANTAGE OF THIS FILM OPPORTUNITY TO PUBLICIZE RLSS ACTIVITIES IN IRAN TO SHOW THE HELICOPTER IN A MOST EFFECTIVE CIVIC ACTION ROLE. REGARDS.

KENWORTHY  
BELLCRAFT  
END CD

END CD

WELL RCD TKS WILL REVERT LATER

#  
BELL HCPTR FTW

2575 A TAXI TN

94  
2/10/71


**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM

 479, AVENUE LOUISE  
 1050 BRUSSELS

TELEPHONE 49.99.01 - 49.99.02

 R.C.B. 231  
 TELEX 24.588

 13  
 136

 Brussels, October 1st, 1971.  
 CPBH/dr. 656

 Memo to : B.H.C. Dealers and Representatives,  
 Europe and Middle East.

 Subject : U.S. INTERNATIONAL TRANSPORTATION EXPOSITION (USITE)  
 27 May - 6 June, 1972.

Dulles International Airport will house this forthcoming show, which is slanted towards surface transportation of all forms and modes with military and aerospace commercial products somewhat in the background.

Bell will not be taking a chalet at USITE, but do intend to operate a shuttle to Dulles with probably both a 205 and 206.

Large numbers of bureaucrats from every level of both U.S. and foreign governments, along with specialized study groups can be expected to attend. If you know of any such persons or groups, please advise this office to assist Fort Worth in determining their more exact show requirements. When Bell's plans are firmed, your country attendees can then be so notified.

Thanking you in advance for your cooperation.

 C.P.B. Horsley  
 International Marketing


**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM

 479, AVENUE LOUISE  
 1050 BRUSSELS

— TELEPHONE 49.99.01 - 49.99.02 —

 R.C.B. 231  
 TELEX 24.588

 Brussels, October 1, 1971  
 Ref.CPBH/nh.660.

**TO :** All Bell Helicopter  
 Dealers/Representatives  
 Europe, and Middle East

**SUBJECT:** 206B - Alouette III

If you are engaged in a sales program with Alouette III competition, the following is an excerpt from an Inter-Company Memorandum (ref. GLL.10M.473, Sept. 16, 1971), containing useful data.

" On September 2, 1971, Bell entered a seven day trial period with Mobil Oil Company in Morgan City, Louisiana, to evaluate the new 206B JetRanger under actual offshore applications.

Mobil is going to purchase two turbine power helicopters and is presently considering three manufacturers to supply these ships - Bell, Alouette and Hiller. Hiller is in the contest by name only, because they cannot meet the gross weight, fuel, and speed requirements for extended offshore work. Therefore, the Bell 206B and the Alouette III are the ships Mobil Oil is seriously considering for purchase.

The following data was compiled on a day to day basis during the seven day trial period; and at the end of that period, the statistics were totaled and averaged to look at a cross section of what Mobil could expect in performance and cost versus payload over a yearly basis.

Looking at the highlights of the data compiled, it is evident that the Alouette III would require, to perform the exact same missions, an additional 5 hours and 21 minutes flight time and 970 gallons more fuel over the same span of time in comparison to the JetRanger II.

In addition to the fact that Alouette III is almost twice as expensive on initial purchase, costs twice as much to operate, burns more than twice the fuel, and is 30 mph slower than the JetRanger II, Mobil would have to modify 90% of their offshore heliports and build a new hangar to accept the Alouette III.

..!..



October 1, 1971

All these finds would have to put the JetRanger II in a position as a more likely candidate for purchase by Mobil Oil Company "

*Chris Horsley*  
C.P.B. Horsley,  
International Marketing.

Attachment  
(data sheet)



MOBIL OIL COMPANY SEVEN-DAY TRIAL - 206B FRANGER

| DATE ▶                      | JETRANGER B |        |        |        |        |        |        | WEEK   | ALOUETTE I |             |
|-----------------------------|-------------|--------|--------|--------|--------|--------|--------|--------|------------|-------------|
|                             | 9-2-71      | 9-3-71 | 9-4-71 | 9-5-71 | 9-6-71 | 9-7-71 | 9-8-71 | TOTAL  | AVG/DAY    |             |
| VG. GROUND SPEED            | 131 MPH     | 133    | 144    | 133    | 137    | 132    | 133    |        | 135/WK.    | 105 MPH     |
| O. MILES                    | 455         | 483    | 36     | 363    | 614    | 341    | 388    | 2,680  | 383        | 2680        |
| LIGHT TIME (STOP WATCH)     | 3:29        | 3:37   | :15    | 2:47   | 4:29   | 2:35   | 2:55   | 20:07  | 2:52       | 25:28       |
| ENG. RUN TIME (HOBBS CLOCK) | 4:00        | 5:00   | :18    | 3:30   | 5:36   | 3:48   | 4:12   | 26:24  | 3:46       |             |
| O. FLTS.                    | 18          | 24     | 2      | 13     | 18     | 12     | 15     | 102    | 15         |             |
| O. PASS.                    | 63          | 75     | 4      | 41     | 53     | 50     | 52     | 338    | 48         |             |
| VG. PASS/FLT.               | 3.5         | 3.1    | 2      | 3.9    | 2.9    | 4.1    | 3.4    | 22.9   | 3.25/WK.   |             |
| O. ENG. STARTS              | 7           | 9      | 1      | 7      | 5      | 8      | 5      | 42     | 6          |             |
| ASS. WT.                    | 10,517      | 13,285 | 650    | 7,245  | 8,885  | 8,600  | 9,375  | 58,557 | 8,365      |             |
| ARGO                        | 582         | 335    | 98     | 160    | 288    | 341    | 150    | 1,954  | 279        |             |
| UEL LBS.                    | 622         | 678    | 40     | 516    | 830    | 495    | 564    | 3,745  | 535        |             |
| UEL GAL.<br>.7 LBS/GAL.     | 93          | 102    | 6      | 77     | 124    | 74     | 84     | 560    | 80         | 1530        |
|                             |             |        |        |        |        |        |        |        |            | 970 Ext Gal |

787

# ARMY AVIATION

ENDORSED BY THE ARMY AVIATION ASSOCIATION

1 Crestwood Road, Westport, Conn. 06880 • (203) 227-8266

Page 7—April, 1971 Issue.

**QUESTION:** Have you seen anything, as a result of the operation in Laos, that's changing your feeling of helicopters? There was a radio story the other day that 600 helicopters had been damaged. There have been claims we've lost 100. Has all this changed the Army thinking, or in any way affected Army thinking on the future use of helicopters?

**GENERAL WESTMORELAND:** No, it hasn't changed our thinking in the least. In considering helicopter losses, one must appreciate that this operation was launched into what was—by several orders of magnitude—the most hostile enemy, low altitude air defense environment that friendly ground forces and their supporting helicopters have yet faced. The South Vietnamese were striking at the vitals of a determined and well-trained enemy in an area he had occupied and prepared for an extended period of time under adverse conditions of weather and hostile terrain.

Second, one must appreciate the magnitude of the air operations exposed to this threat. The fact that we only lost one-quarter of a helicopter per 1,000 sorties flown is a better indication of the capabilities of the helicopter to survive and carry out its mission in this and future operations than the loss figures considered in isolation.

Helicopter losses in this operation were somewhat—but not significantly—higher

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In reply to a reporter's question, General William C. Westmoreland comments on LAMSON 719 and . . .

## HELICOPTER VULNERABILITY

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than in earlier periods of intense combat, with the possible exception of the Ashau Valley campaign in the spring of 1968. One must realize that the loss of helicopters and the loss of other combat equipment and personnel can always be expected to vary with the intensity of combat.

Helicopters, including gunships, normally operate as an organic part of the ground force and are fully integrated with operations on the ground. Their survivability and effectiveness are dependent upon the very closest of coordination with maneuver and firepower of infantry, armor, and artillery weapons. This detailed coordination which has been so admirably achieved within the U.S. Army structure was understandably impeded, particularly in the heat of combat, by a language problem.

This language problem was, of course, the direct result of the lack of U.S. advisers with whom the Vietnamese divisions have long been accustomed to operate (although it is true that Airborne and Marine divisions had fought in Cambodia without accompanying U.S. advisers). In any case, the difficulties of communication between people fighting on the ground and those in the air providing fire and lift support reduced the effectiveness of the teamwork.

We learned some valuable lessons but the overall conclusion is that the helicopter played its most vital role effectively. Without it, the operation could not have achieved the success that it did. In fact, LAMSON 719—a penetration of 50 kilometres deep into an enemy stronghold—could not have been carried out in any other way.

(Ed. Note: General Westmoreland's comments on helicopter vulnerability were prepared in answer to a question asked by a staff reporter of the ARMY TIMES, and were released for publication on April 9).

# ARMY AVIATION

ENDORSED BY THE ARMY AVIATION ASSOCIATION

1 Crestwood Road, Westport, Conn. 06880 • (203) 227-8266

**L**AMSON 719, the Vietnamese Army operation which disrupted supply operations on the Ho Chi Minh Trail in Laos also should have impact on the ability of the North Vietnamese to continue operations in Cambodia and in the III and IV Corps areas in South Vietnam. We will be able to fully evaluate its impact in the fall at the end of the rainy season.

The helicopter losses in a heavy anti-aircraft environment are undergoing extensive analysis to determine the place of the helicopter in the higher intensities of warfare. Both joint and Army studies are under way to address doctrinal and organizational aspects of the Laos operation.

Initial Army analysis indicates that helicopter-delivered firepower was of considerable tactical value during the operation. The *Cobra* was able to hold its own with the other types of helicopters in the operation

despite the fact that the bulk of its mission time is spent searching for and attacking enemy targets.

More than half of the helicopter losses resulted from lift ships shot down in the landing zone or on short final or takeoff. This attests to the intensity of combat in the immediate vicinity of fire support bases. A number of losses occurred as the result of mortar fire in contested landing zones.

## Firsthand report

During one phase of the Laos operation Lieutenant Colonel Bob Molinelli came to Washington, fresh from commanding the 2d Squadron of the 17th Cavalry in Laos. As the officer in charge of aerial reconnaissance around the entire LAMSON operation, he had been dealing directly with U.S. XXIV Corps and ARVN I Corps headquarters, and the 1st ARVN and 1st ARVN Airborne Division headquarters, as well as being in the battlefield air space daily.

Bob spent more than thirty days in LAMSON 719 at the end of his year in command of the cavalry squadron. His credentials concerning helicopter capabilities and survivability are excellent. He was *Cobra* lead in the 114th Helicopter Company Gunship Platoon in 1965. That platoon, incidentally, gave its name to the current gunship. Bob worked on weaponization at Fort Rucker and later commanded the 3d Attack Company at Yuma prior to returning to Vietnam.

## Tank killings verified

Colonel Molinelli concludes that helicopters can operate in the high anti-aircraft environment and that they can effectively kill tanks. Criteria for destruction was very stringent. Only those tanks observed as blown up or on fire were considered destroyed. Those which had large pieces knocked off by rocket fire were considered to be damaged.

Rocket antitank warheads weigh only 6½

## LOOKING BACK ON

# AA IN LAOS: LAMSON 719

By Brigadier General  
WILLIAM J. MADDOX, JR.  
Director of Army Aviation,  
OACSFOR, DA

# ARMY AVIATION

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1 Crestwood Road, Westport, Conn. 06880 • (203) 227-8266

lls and create their damage by blasting, melting a small hole through armor plate and creating a spalling effect inside the tanks. Damage from this type of attack is difficult to assess.

*Colonel Molinelli* indicated that one troop flew several times to Tchepone at nap-of-the-earth altitudes. The troop received substantial small arms damage but never lost an aircraft. Individual scout and gunship teams moved back and forth across this route for refueling many times a day. In fact, the average gunship pilot flew approximately 8 hours a day and sometimes peaked at 14 hours flight time per day. Four additional troops were attached to the squadron during a portion of the operation.

## TRICAP Division

As a means of consolidating the South Vietnam, Cambodia, and Laos experience, and translating it into force structure, organizations, and doctrine for the Army as a whole, the Army will convert the 1st Armored Division at Fort Hood into a test organization. This unit will be called *TRICAP*, for *TRiple CAPability*. The division will bear the colors and designations of the 1st Cavalry Division, which will be returned from Vietnam in time for a 5 May change of colors and command. *Major General George W. Putnam* will present the 1st Cavalry Division colors to *Major General James C. Smith*, former commander of the Hunter-Stewart Airfield complex.

The *TRICAP Division* will consist of an armored brigade, an airborne infantry brigade, an air cavalry combat brigade, and such necessary combat and combat service support units. The division will test all three organizations plus a considerable amount of materiel. Testing will be accomplished under the direction of *Major General George P. Senell, Jr.*, of Project MASTER (Mobile Army Sensor Systems Test Evaluation and Review), a special project to weigh doctrine concepts and materiel that might be used on future battlefields.

Throughout the formation and testing period personnel and equipment of the 1st Cav will be maintained in a high state of readiness

### BRIEFINGS? THERE WERE MANY!

LTC "Bob" Molinelli first briefed LTG Robert R. Williams, ACSFOR, on LAMSON 719, and many Defense officials thereafter. He briefed Dr. Kissinger at the White House, and then spoke with the Secretary of the Army, the Chief of Staff, and other members of the Army Staff. At DOD, he briefed Secretary of Defense Laird and Mr. Packard, the Deputy Secretary, as well as the Chairman of the Joint Chiefs, Admiral Moorer, and senior members of the Joint Staff.

Secretary Laird and Admiral Moorer then escorted LTC Molinelli to an executive session of the Senate Armed Services Committee which he addressed for about 30 minutes. He also spent nearly two hours with the DOD Subcommittee of the House Appropriations Committee.

He also spoke individually with Senators Ellender, Chairman of the Appropriations Committee, and Senator Young, Senior Minority Member of the same committee. Finally, he spoke with Senators Goldwater, Tower, MacIntyre, and Cannon of the Senate Armed Services Committee. The latter two are Subcommittee Chairmen who will consider the Cheyenne during this session of Congress. LTC Molinelli is on orders to the Air Cavalry Combat Brigade (ACCB) of the new experimental TRICAP Division, now forming at Ft. Hood, Tex. —Editor

in the event it's called to meet NATO or other world-wide contingency commitments.

Considerable interest has been displayed by DOD officials and other members of the administration in this old new test organization. It is felt that the Army is looking to the future aggressively and attempting to incorporate technological advances with its recent combat experience . . . And Army Aviation is in the forefront of this new concept.

## DOD Directive 5160.22

Department of Defense Directive 5160.22 is dead. (RIP) The directive was entitled, "Clarification of Roles and Missions of the Departments of the Army and Air Force Regarding the Use of Aircraft." DA Circular 310.13, which is a verbatim copy of the DOD Directive, also has been rescinded.

DOD Directive 5160.22 was issued in March of 1957 by Secretary of Defense Charles Wilson and imposed a number of limitations on Army aircraft to include a 5,000 lb. weight limitation for fixed-wing aircraft and a 20,000 lb. limitation on helicopters.

#  
 BELL HCPTR FTW  
 2575 A TAXI TN  
 BELL HELICOPTER FW TLX 758229  
OCTOBER 2/71  
 REF 83/71

*Tonic Saw 2-37  
pm.*

ATTENTION KENWORTHY

REF YOUR TELEX MSG 25 DATED 10/1/71 PLEASE POSTPONE WHOLE PROGRAM  
 UNTIL AFTER OCTOBER 20TH BECAUSE OF UNAVAILABILITY RLSS 205A  
 HELICOPTER AND ALL INTERESTED PARTIES WHO WILL BE ENGAGED TAKING  
 PART IN THE FORTHCOMING 2500 YEARS MONARCHY CELEBRATIONS  
 OCTOBER 10-20.

OTHER DETAILS CONCERNING EXTENT OF SUPPORT TO MEET YOUR  
 REQUIREMENTS CAN BE ARRANGED TO OUR BEST ABILITY AFTER ARRIVAL  
 OF YOUR CAMERAMAN IN TEHERAN.

REGARDS ZANGANEH

AIR TAXI

#  
 BELL HCPTR FTW  
 2575 A TAXI TN

Internal Memorandum

Oct. 2 1971

From: K. Iranzad, Sales Manager.

Mr. Tony Bearden, Bell Helicopter Company's cameraman, arrived in Teheran and informed us of his mission. We immediately contacted Dr. Khatibi, Managing Director of the Iranian Red Lion & Sun Organization, and Deputy Chief of Parliament, who is a close friend of Mr. Zanganeh. He gladly permitted us to use the Red Lion & Sun Organization's 205 helicopter for the entire mission of Tony Bearden whilst in Teheran. Mr. Zanganeh also instructed our Chief Pilot, Captain M. Hadji Moniri to have an Aero Commander aircraft available to chase the 205 helicopter for shooting films while flying on a rescue mission. In the meantime, other required facilities such as private car with driver, interpreter, ambulance, site of mock-up injured person were laid on. Mr. Zanganeh also arranged for Mr. Tony Bearden to visit H.R.H. Princess Fatemeh (Sister of His Imperial Majesty and wife of General Khatami, Commander in Chief, IIAF), to shoot very interesting films while H.R.H. Princess Fatemeh, piloted the helicopter. Mr. Bearden was most impressed about this part of his mission.



AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD  
Tel. 68992  
611967

یادداشت داخلی

Date  
Oct. 2, 71

تاریخ

مهر آباد  
تلفن : 68992  
611967

From

گرونده

To

گیرنده

Request

مورد درخواست

موضوع فایم کردار تبلیغاتی وسیله مگاس Bell (آهنگی)  
Tony Bearden خورآ با کار در خطی بیشتر  
RLS و نایب بیشتر مینور با هم از هم تنگ نزنند  
کار رنگه است تا سر و اعلان استفاده از مبلکوتیر 205  
شیر و جوشنید سرخ گرفته شد. مرآت خورآ طی مبلکوتیر  
اطلاع Bell رسید. همچنین کار رنگه به کار مبلکوتیر  
سر فلهان شرکت دستور آماده نمودن یک روز به پولیا است  
تعقیب مبلکوتیر و مبلکوتیر از عمدیات آن در مهر چرخه  
در خروج تا طبیعت در بر دادند. سایر کس در قبیله لومبر امضاء

Action Taken

امضا  
در نتیجه حادثه و عنبره داده شد. Tony مرآت  
صندوق آتالت و انجام ماموریت چون حتی بعضی کار رنگه نوز  
مرآت مرآت والا حضرت فاطمه بولدور (همسر مرآت خانم) فرجام مبلکوتیر  
نیز مبلکوتیر حسابی فیلمبر دار نماید که انجام این عمل نامبرده  
بل در کردنی نمود.

Sgd  
اقدام انجام شده

Sgd

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 668992  
661967

Telex: 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



آژانس هواپسماهای سلطنتی  
**IMPERIAL HANGAR**

**شرکت هوایی مانی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷

تلکس ۲۵۷۵  
تلفگرافی: تهران ارتاکسی

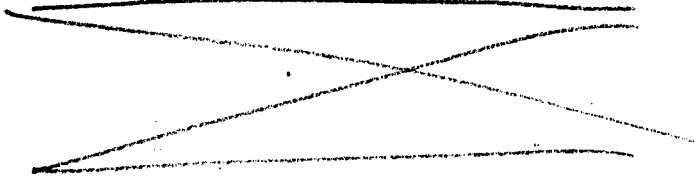
تاریخ ۱۳۰۰/۲/۱۲

شماره (Oct. 5, 71) ۱۰۹

در باره - کتابهای فنی: تکمیل و تطبیق یاد کی هلیکوپترهای بل

با کمال احترام بهیوست یک جلسه نشریات فنی هلیکوپترهای بل 212 را  
به شرح زیر تقدیم مینماید .

Model 212 Illustrated Parts Breakdown 1 each



خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل روزنوشته این نامه گنجه  
بهیوست میبایست کتابها اعلام فرمائید .

ضمناً در آتیبه آنچه اوراق مضمون و ضمائم اضافی و غیره برسد فوراً جهت تکمیل نشریات  
کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد .

باتقدیم احترام

شرکت هوایی مانی ارتاکسی



AIR TAXI COMPANY

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending..... October 1<sup>5</sup>, 1971Name of Customer Imperial Iranian Army Aviation (IIAA)

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Telex \_\_\_\_\_

Cables \_\_\_\_\_

## Discussions

Subject:- IIAA Helicopters

Out of 74 Jet Ranger Helicopters with Allison Model C-18 engines, 20 helicopters have so far been received by IIAA. The remaining helicopters will be fitted with Model C-20 engines. The model C-18 engines will be retrofitted later on with C-20 engines.

## Conclusions

*K. Iranzad*  
Signature K. Iranzad

796  
AIR TAXI COMPANY

CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending..... October 20, 1971

Name of Customer IIAA

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

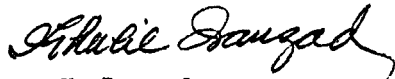
Telex \_\_\_\_\_

Cables \_\_\_\_\_

Discussions

Five (5) UH1H US Army Helicopters stationed in Iran were offered for sale to Iranian Gendarmery thru IIAA, but US Government authorities did not agree with this transaction and intend to return these 5 helicopters back to USA.

Conclusions



Signature K. Iranzad


**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM

 479, AVENUE LOUISE  
 1050 BRUSSELS

— TELEPHONE 49.99.01 - 49.99.02

 R.C.B. 231  
 — TELEX 24.588

**To : Bell Helicopter Dealers**

Brussels, October 6, 1971

INTERNATIONAL SALES LETTER
Prices

No pricing was available on the 47G5A when the new model news-letter was distributed last week. We now have it, at \$59,500.

This increase constitutes the cost of production changes and improvements along with the overall escalation of manufacturing and other charges. For example, the Lycoming piston powered engines have grown in costs by over 45% since 1967.

In line with this increase the 1972 model 47G3B2 will be produced to a revised specification including the wet sump engine, etc., and will list at \$67,500.

Nine 1971 model 47G3B2's are still available at the old price, but they will be snapped up fast, so we suggest you place an order now.

*C. P. B. Horsley*  
 C. P. B. Horsley,  
 International Marketing.

**AIR TAXI CO.**

Mehrabad Airport  
**TEHRAN**  
40257  
Tel. 58992  
611967  
Cable Tehran AIR TAXI  
Date—Oct—9—1971  
No.—105/Bell—  
Yr. Ref.....



**شرکت هواپیمایی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۸۹۹۲

۶۱۱۹۶۷

تلفن: تهران ارتاکسی

تاریخ: ۱۳۵۰/۷/۱۹

آژانس هواپیمایی سلطنتی

(Oct. 9, 71)

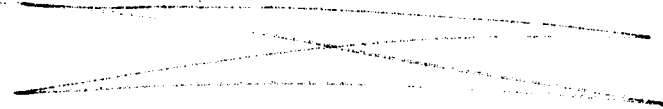
شماره: ۱۰۵/بیل

Imperial Hangar

در باره = کتابهای فنی نگهداری و تخطات یک کاپیکوپیتهای بیل

با کمال احترام بهیوست یک جلد نشریات فنی کاپیکوپیتهای بیل 205 را  
به شرح زیر تقدیم مینماید:

Maintenance and Overhaul  
Instructions - 1 each.



خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ روز نوشت این نامه کسبه  
بهیوست مینماید کتابها اعلام فرمائید.

نسخه در آتیه آنچه اوراق متمم و ضمیمه اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد.  
باتقدیم احترام  
شرکت هواپیمایی ارتاکسی

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI

Date October 9, 1971

No. 102/Bell

Yr. Ref. ....



هواپیمائی نیروی زمینی شاهنشاهی

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۸۹۹۲

۶۱۱۹۶۷

تکراهی : تهران ارتاکسی

تاریخ ۱۳۵۰/۱۱/۹

شماره ۱۰۲-بیل (Oct. 9, 71)

Imperial Iranian Army Aviation

درباره = کتابهای فنی توکم داری و قطعات یدکی هلیکوپترهای بیل

با کمال احترام بهیوست ۲ جلد نشریات فنی هلیکوپترهای بیل 205

به شرح زیر تقدیم مینماید :

Maintenance and Overhaul Instructions - 2 each

خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل، رونوشت این نامه کسه

بهیوست میباشند کتابها اعلام فرمائید :

ضمناً در آنتیه آنچه اوراق متم و ضمائم اضافی وغیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهی شد .

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

**AIR TAXI CO.**

Mehrabad Airport  
**TEHRAN**  
40257  
Tel. 68992  
611967

Cable Tehran AIR TAXI  
Date October 9, 1971  
No. 101/Ball  
Yr. Ref. ....



**مرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۸۹۹۲ } تلفن  
۶۱۱۹۶۷ }

تلفگرافی: تهران ارتاکسی

تاریخ: ۱۳۰۰/۱۰/۱۷

آشنایان هواپیماهای شیر و خورشید سرخ

شماره: ۱۰۱/بیل (Oct. 9, 71)

Red Lion & Sun Hangar

درباره - کتابهای فنی تعمیرات و تطبیقات یکدیگر هلیکوپترهای بیل

205

با کمال احترام به پیرویت یک جلد نشریات فنی هلیکوپترهای بیل

به شرح زیر تقدیم مینماید.

Maintenance and Overhaul Instructions - 1 each

خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل، رونوشت این نامه کسه

پیوست میباشد کتبا\* اعلام فرمائید \*

شماره در آتیه آنچه اوراق متم و نسائم اشائی و فیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد \*

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

*Signature*

CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending..... October 10, 1971

Name of Customer MIO

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address Saltanatabad, Teheran, Iran.

Telephone \_\_\_\_\_

Telex \_\_\_\_\_

Cables \_\_\_\_\_

Discussions

An important meeting took place from 19th thru 26th of September, 1971 in MIO (Military Industries Organization) at Saltanatabad with the presence of the Italian team including Dr. Frazelli. Mr. Dallas Grimes, who incidentally happened to be in Teheran, participated in the meeting accompanied by Mr. C. Young, AVCO LYCOMING Senior Tech. Rep. in Iran. The main part of the agenda covered problems so far resulted from late delivery and poor follow-on support from AGUSTA side. Engine-wise no problems existed. Thanks to Air Taxi and Avco Lycoming cooperation.

Conclusions

*K. Iranzad*

Signature K. Iranzad  
Commercial Manager

TEL -

AIR TAXI COMPANY

(عبدالله خلیلی)

## CUSTOMER'S WEEKLY PROGRESS REPORT

Week-ending... *Oct. 12, 1971*Name of Customer Imperial Iranian Army Aviation (IIAA)

Contact \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Telex \_\_\_\_\_

Cables \_\_\_\_\_

## Discussions

1. In order to keep the IIAA Helicopters flyable during the forthcoming 2500 Years Monarchy Celebrations, Agusta had proposed a package deal (engine parts, air frame parts and experts). We were immediately notified by Avco Lycoming Division and without any loss of time we succeeded to separate the engine parts and placed an order directly for our own account which arrived here on the 3rd of September, 1971.
2. Major Towhidi has been assigned as IIAA representative in Agusta factory who left Teheran on the 20th of Sept., 1971. He has been replaced by Major Farrokh-Seresht, ex Chief of Maintenance, IIAA base in Esfahan.

## Conclusions





⊕  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 89 10-12-71  
AIR TAXI TEHRAN IRAN 951 2575  
ATTN : IRANZAD

OUR REF 0759  
URGENTLY NEED TO KNOW FOLLOWING INFORMATION FOR PREPARATION OUR  
PROGRAM:  
SINCE OPENING OF FIONA WHAT IS ACTUALLY HAPPENING WITHIN ?  
HOW MANY PEOPLE I. E. , WHAT SIZE WORK FORCE AND FROM WHERE ?  
WHAT MATERIELS ARE NOW PRESNE ? IS IT OVERHAUL FUNCTION OR ACTUAL  
PRODUCTION FUNCTION , ETC? FURTHER , WHAT HAS BEEN RESULT OF SHARK  
AND SWORDY COMPARISON DATA ? IS IT NOW IN FAVOR OF PROCUREMENT  
FOR SWORDY OR NOT ? AS IT IS FELT HERE , SWORDY WILL DEFINATELY  
SATISFY THOSE REQUIREMENTS BETTER THAN SHARK . BEST REGARDS.

GALLAGHER  
BELLCRAFT  
ENDMC

⊕  
2575 A TAXI TN.....V

*OK*  
*12.10.71*

0  
12/10 18.14 ⊕  
2575 A TAXI TN

~~758209~~ ~~HEWEXERD10712~~/~~HEL1000A~~ CST  
MSG 82

9512575 (CALL SIGN: A TAXI TN)  
AIR TAXI COMPANY  
TEHRAN (IRAN)

ATTN A H ZANGANEH

HOMER ANTHONY BEARDEN BHC CAMERAMAN TENTATIVELY SCHEDULED IRAN  
VISIT APPROXIMATELY ELEVEN NOVEMBER BUT WILL ADVISE SPECIFIC  
ETA WHEN KNOWN.

10 REGARDS

KENWORTHY  
BELLCRAFT

END TU RC

*OK*  
*13.10.71*

(A) - 13/10/71

2575 A TAXI TN

*outgoing telexes.*

TELEX IRTN 02 13/10 06.01

PSE GET ME TLX 758229 FORT WORTH TEXAS (USA)

13

MOM PLS VIA USA612 GMT DFDFDF  
BELL HCPTR FTW

2575 A TAXI TN

*Sent 0942LT*

BELL HELICOPTER FTW TLX 758229  
OCTOBER 13/71  
REF 99/71

ATTN FRANK SYLVESTER  
YOUR PRESENCE IN TEHERAN ON OR ABOUT NOVEMBER 1ST ESSENTIAL FOR  
IMPORTANT MEETING WITH AUTHORITIES. PLEASE TELEX EXACT DATE  
ARRIVAL, FLIGHT NUMBER ENABLING ARRANGE ACCOMMODATION. WILL MEET  
YOU AT AIRPORT. IRANZAD

2575 A TAXI TN

BELL HCPTR FTW

*Oct. 13, 71*

2575 A TAXI TN

2331 SEMIRA TN  
BELLHCPTR BRU B

OCTOBER 14 1971 TWX 670

PLEASE CALL IRANZAD HOME PHONE 824061 FOR COLLECTION.

ATTENTION: MR. ZANGANEH  
CC. MR. IRANZAD

HAVE TRIED TELEPHONE ALL MORNING BUT SEEMS DUE CELEBRATIONS ALL LINES ENGAGED.

HAVE HAD LENGTHY DISCUSSIONS WITH SYLVESTER AND HE IS MOST CONCERNED OVER YOUR LATEST TELEX TO HIM. IN ORDER TO ARRIVE IN TEHERAN NOVEMBER FIRST AND TO PRESENT IN PROFESSIONAL MANNER THAT WHICH IS REQUIRED IT IS ESSENTIAL YOU TELEPHONE OR TELEX ME IMMEDIATELY THE REASONS AND IMPLICATIONS OF THE SUDDEN MOVING FORWARD OF BASS-SEA MEETINGS FROM SECOND WEEK NOV. THE FIRST.

FURTHER NEED TO KNOW WITH WHOM MEETINGS SCHEDULED TO TAKE PLACE AND THE EXACT NATURE OF SUCH MEETINGS. NATURALLY WE WANT TO RESPOND, BUT WE MUST BE FULLY PREPARED AND BRIEFED IN WHAT WE MAY HAVE TO RESPOND TO. WE ARE PREPARING FULL CO-PRODUCTION PROPOSAL WITH ORIGINAL COMPLETION DEADLINE NOV. 5 FOR THIRTY SWORDYS AND NINETY-EIGHT SAILS BUT WE DO NEED ALL POSSIBLE INFORMATION FROM YOU THAT MAY ASSIST AND INFLUENCE THIS PROPOSAL.

WE CANNOT AFFORD TO LOSE THE BUSINESS THRU BASIC LACK OF KNOWLEDGE IN WHAT EXACTLY IT IS SEA/SUZY/TROUT DESIRE, AND IN THAT REGARD I WILL PLAN TO ARRIVE END OF NEXT WEEK EVEN IF JUST TO ASSIST IN THE PRELIMINARIES.

THIS MAY BE OUR ONE BIG CHANCE - SO LETS NOT LEAVE ANYTHING TO CHANCE.

AS ADVISED BEFORE, PLEASE CO-ORDINATE ALL ACTIVITIES WITH THIS OFFICE.

WILL TRY AND CALL YOU HOME NUMBER TOMORROW.  
BEST REGARDS.  
C. P. B. HORSLEY.

2331 SEMIRA TN  
BELLHCPTR BRU B

TELEX TH

(جیلی نمبر)

L

L#  
2575 A TAXI TN

CE#  
2575 A TAXI TN

*Next 13.00*

TELEX IRTN 03 15/10 0910

PLS GET TELEX NO 24588 BRUSSELS (BDLGIUM) ~~234 ? EEEE~~  
ANSWER BACK KNIWEGEN BRU B THANKS  
VIA FFM 93 EE 921 GMT DFDFDF  
BELLHCPTR BRU B

TELEX NO 24588 BRUSSELS (BELGIUM)  
QT 15 1971  
REF 102/71

ATTN HORSLEY

REF YOUR TWX 670 DATED OCT 14TH SYLVESTER'S AND YOUR PRESENCE  
IN TEHRAN ESSENTIAL EVEN STARTING LAST WEEK OCTOBER TO ASSIST  
IN THE PRELIMINARIES. YOUR PROPOSALS CAN BE CONSULTED AND  
PREPARED HERE BASED UPON RECOMMENDATIONS OF AUTHORITIES  
CONCERNED. REQUIRED INFORMATION WILL BE AVAILABLE DURING  
OUR MEETINGS IN TEHRAN. PLEASE SCHEDULE SYLVESTER'S AND YOUR  
ARRIVAL SIMULTANOUESLY AND TELEX SOONEST ENABLING ARRANGE  
ACCOMODATIONS ETCETERA.

REGARDS

IRANZAD

2575 A TAXI TN WELL RECEIVED THK Y.

*15,10,71*

*26*

BT  
BELL HCPTR FTW

2575 A TAXI TN  
BELL HELICOPTER TLX NO 758229

*Time Sent = 10-30 Am  
AT*

~~OCTOBER 17/71~~  
REF NO 103/71

*12/10/71*

ATTENTION: J.E. GALLAGHER

URGENTLY REQUIRE BASIC PRICE OF 212 HELICOPTER FOR OUR OWN  
INFORMATION. PLEASE REPLY BY RETURN TELEX.

REGARDS ZANGANEH.

BT  
BELL HCPTR FTW

2575 A TAXI TN



BELL HELICOPTER COMPANY  
 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
 VICE PRESIDENT - INTERNATIONAL MARKETING

October 20, 1971

Brig. Gen. O. B. Patton  
 Chief Army Section, ARMISH MAAG  
 Army HQ.,  
 Sevon Esfand,  
 Teheran, Iran

Dear General Patton:

As you may know by now, we are responding to an invitation from General Toufanian conveyed through Mr. H. Dehesh, to present to them during the week of November 1st, our concepts of the establishment and operation of a license/co-production program of UH-1H and AH-1J or G model helicopters in Iran. We also expect to talk about additional LOH requirements and the 206B-1 equipped with the Allison C-20 engine.

{ Our basic objective remains unchanged. It is to steer both the government and civil helicopter business into our Fort Worth and other U.S. production facilities where, as you know, sustaining work loads are increasingly needed - a fact which also applies to the U.S. export and balance of trade position.

Chris Horsley will arrive from Brussels several days ahead of the Fort Worth team. He will call you to arrange meetings for us to update our respective positions in this rather complicated situation.

I will be accompanied by Messrs. D. E. Mitchell, Manager - International Marketing Administration, and J. E. Gallagher, whom you know from his visit to Teheran earlier this year.

I certainly look forward to seeing you again and hope that we can spend more time together both officially and after hours. All of your friends here at Bell join me in sending best personal regards and I look forward to seeing you again in about 10 days.

Sincerely,

Frank M. Sylvester

FMS:pb-3293

P.S. I have written similarly to MG Ellis W. Williamson and to the Ambassador.

TELEX THN MOM

⊕  
2575 A TAXI TN

TELEX IRTN 04 18/10 13.00  
PLS GET FOR ME TLX NP 99326 BLOOMFIELD CONNECTICUT USA TKS

OKMOM  
~~18/10 21.54~~ ⊕  
2575 A TAXI TN(⊕)  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 146 10-18-71 335PM CST  
AIR TOUR REFM768

REFURTEELX 103/71 BASIC PRICE 212 DOLLARS 575 THOUSAND . AS  
I AM SURE YOU REALIZE 212 GROOPER EXCLUSIVE . INCLUDE STANDARD  
EQUIPMENT PER PRICE LIST . STILL AWAITING ANSWER MY TELEX NUMBER  
759 OF 12 COT 71. REGARDS .

GALLAGHER  
BELLCRAFT  
ENDMC

⊕  
2575 A TAXI TN.  
LLLLLM

*212 - BASIC  
PRICE \$575,000 INCL. standard  
Equipment Per Price List.*

*12/10/71*



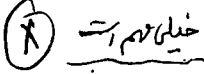
**BELL HELICOPTER COMPANY**  
POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

Air Letter

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

October 20, 1971 :

MG Ellis W. Williamson, Chief  
MAAG, Iran/ARMISH  
Sevon Esfand  
Teheran, Iran  
APO New York 09205



Dear General Williamson:

In response to an invitation extended by General Toufanian through Mr. H. Dehesh, I plan to arrive in Teheran on or about October 30th to present our concept, in preliminary proposal form, for the assembly and partial fabrication in Iran of Bell UH-1H and AH-1 helicopters.

I plan to be accompanied by:

D. E. Mitchell - Manager, International Marketing  
Administration

and

J. E. Gallagher- Armed Helicopter Specialist

Mr. C. P. B. Horsley, of our European office, will complete the team and will arrive Teheran on October 26th.

Prior to our initial meeting with Iranian officials - presumably on November 1st - we would appreciate an opportunity to meet with you and appropriate members of your organization for an exchange of information regarding our respective situations vis-a-vis the Iranian helicopter situation - both current and prospective, and to coordinate our activities with you.

Our basic objective is to steer Iranian military helicopter procurement into our Fort Worth and other U.S. manufacturing facilities where, as you know, there is an increasing need for a sustaining work load - not to mention the growing U.S. requirement for export expansion.



Page No. 2

This will be the second time in six months that I have visited Teheran to advance the objectives generally outlined above. I am sure that members of your staff, notably Brig. Gen. O. B. Patton, will be able to give you background information on that visit and subsequent developments.

It goes without saying that we would be most receptive to any comments or advice that you may have regarding the programs that we and the Iranian Government jointly have under consideration.

Sincerely,



Frank M. Sylvester

FMS:pb-3294

cc: BG O. B. Patton

Air Taxi

**BELL HELICOPTER COMPANY**  
 POST OFFICE BOX 402 • FORT WORTH, TEXAS 76101

**FRANK M. SYLVESTER**  
 VICE PRESIDENT-INTERNATIONAL MARKETING

October 20, 1971

The Honorable Douglas MacArthur, II  
 Ambassador  
 U. S. Embassy  
 Teheran, Iran

Dear Mr. Ambassador:

Once again, at the invitation of General Toufanian, and as a result of our earlier visit this year followed by contacts at the Paris Air Salon and subsequent communications, we will present our concepts of a program which, if successful, would divert to Bell and its U.S. subcontractors the continued supply of helicopters to the Iranian Armed Forces and other agencies.

I plan to arrive in Teheran on October 30th accompanied by several associates. Our appointments with Iranian Government officials are scheduled to commence on November 1st. Mr. C.P.B. Horsley, whom you may remember from previous visits, will arrive on or about the 27th and will contact your office in hopes of arranging a meeting for me with you prior to appointments with Iranian officials on November 1st.

The Iranian helicopter requirement approximates that of the Germans and the two are exceeded only by our own. Thus, it is an important program not only in view of our serious need for a sustaining work load in our Fort Worth facility, but also for the contribution that it could make to Iranian military objectives, and to the U.S. export expansion drive.

I am looking forward to this visit with great anticipation, particularly as it follows on the heels of the major celebration just ended. More importantly, from our viewpoint, we may well have arrived at a point at which the Iranians can rationalize and substantiate a major change in their helicopter procurement activities. In this connection, we know that the French have

Page No. 2

been increasingly active of late. I, for one, have great respect for the French ability to smell out and capture large and lucrative business opportunities. The Italians will not willingly surrender their position. We can therefore use all the help we can get.

I look forward to seeing you in about 10 days. Meanwhile, best personal regards.

Sincerely,

A handwritten signature in cursive script that reads "Frank M. Sylvester". The signature is written in dark ink and is positioned above the printed name.

Frank M. Sylvester

FMS:pb-3295


**BELL HELICOPTER**

A DIVISION OF TEXTRON-ATLANTIC BELGIUM

 479, AVENUE LOUISE  
 1050 BRUSSELS

— TELEPHONE 49.99.01 - 49.99.02 —

 R.C.B. 231  
 TELEX 24.588



 Brussels, October 20, 1971.  
 Ref. CPBH/mh 699.

**To : INTERNATIONAL DEALERS AND  
 REPRESENTATIVES -  
 EUROPEAN REGION.**

**Subject : MONTHLY ACTIVITIES REPORTS.**

Bell Helicopter's European office has been in Brussels for over a year now. I have recently joined its staff primarily to handle sales. Mr. V.H. Hunt as you know is the General Manager and Mr. C.E. Davis the Technical Manager.

As you were advised by Mr. Sylvester's letter FI.FMS:pb3119, April 13, 1971, all marketing matters that originally were handled out of the International Marketing Department in Fort Worth are to be handled by this office. Some of you are already recognising and using this, others are not.

We are here to assist you to sell helicopters to which the key is active and regular communications, with a two way flow of knowledge and information.

As part of this we have established Monthly Activities Reports. These will form the basis of our information system, formulate our marketing efforts and goals, and also reflect you performance as part of the Bell team. If we know of the projects you are working on, we can gear our system to meet your requirements.

Fort Worth have tried with little success to introduce such a system. Many of you have continued to ignore the validity of and the reasons for our requirement for these reports. Occasionally sales are lost without our knowledge, where we might have been able to assist. Sometimes F.M.S. cases occur, and when it comes to substantiating commissions to the U.S. Army, it can become a very difficult task.

May we therefore now expect to receive in the first week of each month a brief but detailed report outlining your month's activities. This should

.../...



Brussels, October 20, 1971.  
Ref. CPBH/mh 699 Page 2.

include both commercial and military sales status, with details of meetings (names, dates, discussion), potential sales prospects etc. If there is nothing to report for the month, we want notification to that effect. If no report is received by the second week of the month a reminder will be sent out. If there is no report by the end of that week, we will enter the report for you, with the statement "no report received". Elements of the reports will be forwarded to the Vice-President International Marketing in Fort Worth, as appropriate.

We expect your full co-operation in this matter, and if you are unable to write the report yourself for any reason, please delegate the job.

We look forward to receiving your first report next month. Good selling, and thanks.

Yours sincerely,

*CH*

C.P.B. Horsley,  
Sales Manager.

Internal Memorandum

Oct. 26 1971

From: K. Iranzad, Sales Manager.

To-day I received photocopies of three letters all dated October 20 addressed to the following:

1. The Honourable Douglas MacArthur II,  
U.S. Ambassador.
2. Major General E.W. Williamson,  
Chief of U.S. Maag Iran.
3. Brigadier General O.B. Patton,  
Chief Army Section U.S. Maag, Iran.

It seems that Bell Helicopter Co. is following our guidance and directions as per the text of the above letters. The Bell Helicopter' team consisting of -

Mr. Sylvester, Vice President - International Marketing.  
" Mitchell, Manager - " "  
" Gallagher, Regional Manager  
" Horsley , " "

are due to arrive in Teheran during the week of November 1st. It is also noted from the text of the above letters, Bell Helicopter Co. has referred to the discussions which took place at the Paris Air Show in the presence of Mr. Zanganeh and Mr. Dehesh, <sup>who</sup> on behalf of General Toufanian, extended an invitation to be present in Teheran during the week of November 1st as previously mentioned in a telex from Air Taxi to Bell Helicopter Co. The text of the letter and date of arrival were immediately relayed to the Iranian Government authorities.



AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel. 68992  
611967

Date  
Oct 26, 71

تاریخ

تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

گوینده

To

گیرنده

Request

مورد درخواست

موضوع سفره نامه در مکاتبه Bee مکتوب  
تاریخ ۲۰ اکتبر ۷۱ نوشته شده است و معبرین را نیز ارسال  
درخواستی آن جهت اطلاع ارتاکسی و تسکین شده معلوم  
گردد مقامات Bee که موافقت به توصیه در ارتاکسی توسط  
داشته و طبق آن عمل نمایند:

- 1. D. Mac Arthur, U.S. Ambassador
- 2. Gen. Williamson, Chief MAA, IRAN
- 3. Gen. Patton, Chief Army Section MAA

لذا در متن نامه درجی می نمائید:


امضاء  
Action Taken

- 1. F. Sylvester, v.p. marketing Int'l
- 2. D. Mitchell, Mgt. " "
- 3. J. Gallagher, Regional Mgt. " "
- 4. C. Horsley, " "

Sgd  
اقدام انجام شده

این نامه در تاریخ ۲۶ اکتبر ۷۱ در تهران ارسال گردید.

فهرست اول ضمیمه دارد تمدن خواهد شد. به نظر می رسد (از معذرت  
نامه معلوم است Bee ارسال شده مدارکات نامرتبانه مابین امضاء  
(در حضور آقایان زنگنه - دهمش) و در معبرین طرفان ایشان. در متن نامه  
ارتاکسی تا آنها متن معبرین در مستندات درج می شود. متن نامه در پیوسته

Sgd  


A-224

Internal Memorandum

Oct. 28 1971

From: K. Iranzad, Sales Manager.

In response to the letter dated October 20 reference CPBH/mh/699 requesting us to send monthly reports rather than weekly reports. On a few occasions during his stay in Teheran with the Bell Helicopter' team consisting of Mr. Sylvester, Mr. Mitchell and Mr. Gallagher, we verbally informed Mr. Horsley that since very important discussions are taking place and activities going on, to discontinue Agusta's efforts in Iran and replace them with BHC in this market, it is absolutely inadvisable to send reports in writing. We stressed that all our communications from now on be either verbal, long distance telephone calls or coded telex messages. Therefore, except for routine activities, we agreed not to submit any written reports.



M#  
2575 A TAXI TN  
RCANY2454 1444

758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG 271 10-28-71  
230PM CST  
AIR TAXI CO TEHERAN IRAN 951 2575  
ATTN HORSLEY / IRANZAD

OUR REFERENCE 0780  
MITCHELL AND I ARRIVING BOAC 320 APPROXIMATELY 2130 HOURS.  
NOT NECESSARY TO MEET WILL TAKE TAXI TO INTERCONTINENTAL.  
FM SYLVESTER ARRIVING LUFTHANSA 602 2320 HOURS. PLEASE  
MEET AND PICK UP FMS. REGARDSS.

GALLAGHER  
BELLCRAFT  
ENDM#  
2575 A TAXI TN#  
2575 A TAXI TN  
RCANY3543 1505

28, 10, 71





AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهر آباد

Tel. 68992  
611967

Date  
Oct 28, 71

تاریخ

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

در پیج نامه مورخ ۲۰ اکتبر ۶۹۹ Ref CPBH/mh 699 راجع  
 بجزایر ماهانیه (بجزایر لاریات هفتگ سابق) طیاره ات مت  
 این در دوران ص قتلز تیم (سلیوستر - میجر - کلنگر) اینوزان  
 آمده به افکار گردیده مدارات بسیار ص ص در باره  
 بزود کردن Agusta از ایران - در Bell و سایر  
 اقدامات بسیار ص ص بتدریج انجام می شود و س نین برنگ را  
 در باره فوئر Huey و Hueycobra در دربار  
 سایر وضعیت های مالی و عملی خود ما اینچون ص و ص  
 نباید روزی که آمد و در دسترس قرار گیرد محض مانده بگی

امضاء  
Action Taken

ص Agusta در خود دستگاه Bell آمریکای دارد  
 اصولاً صلاح نیست بجزایر لاریات تعلق و یا تعلق  
 بنج دیگر تاسر حاضر شده و یا بصورت گز لاریت ماهانیه و یا  
 هفتگ و غیره داده شود. بنابراین بجزایر لاریت  
 در مورد حاضر گز لاریت ارسال نخواهد شد.

امضاء

گوینده

گیرنده

مورد درخواست

Sgd

اقدام انجام شده

Sgd

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



نیروی دریائی شاهنشاهی  
(IMPERIAL IRANIAN NAVY)

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }

تکلی ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ ۱۳۵۰/۸/۱۶ (۱۷۲,۷۷۱)

شماره ۱۰۳ پیل

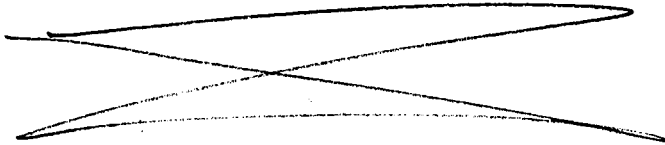
در باره = کتابهای فنی نگهداری و تظاهرات یدکی هلیکوپترهای پیل

با کمال احترام بهیوست یک جلد نشریات فنی هلیکوپترهای پیل 206 را

به شرح زیر تقدیم مینماید \*

ADDITIONAL PAGES FOR 206A MAINTENANCE MANUAL

1 EACH



خواهشمند است دستور فرمایند وصول نشریات فوق را در تذکره رونوشت این نامه که

بهیوست میبایست کتبا اعلام فرمائید \*

ضمنا در آتیه آنچه اوراق متمم و ضامم اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد \*

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

نام و نام خانوادگی: ...  
پست: ...  
تلفن: ...  
آدرس: ...  
شماره: ...

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



آشیانه هواپیماهای سلطنتی

(IMPERIAL FLIGHT HANGAR)

## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفگراف: تهران ارتاکسی

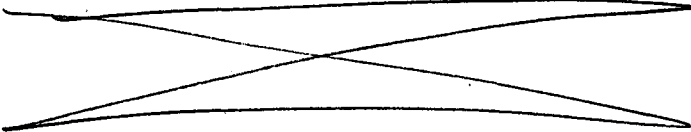
تاریخ ۳.۵.۵۸/۱۸/۱۱.۱  
شماره ۱.۰.۱.۱ (۱۵۷.۷.۱۹۷۱)

درباره = کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای بسل

با کمال احترام بهیوست یک جلد نشریات فنی هلیکوپترهای بسل 205 را  
به شرح زیر تقدیم مینمایم -

ADDITIONAL PAGES FOR 205A MAINTENANCE MANUAL

1 EACH



خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ روزنوشته این نامه که

بهیوست میباشد کتباً اعلام فرمائید.

شماره درآتیله آنچه اوزان مضمون و ضمانت اضافی و فایده برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد.

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

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Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



هواپیمائی نیروی زمینی شاهنشاهی

(I.I.A.A.O.)

## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکسی ۲۵۷۵

تلفرانی: تهران ارتاکسی

تاریخ ۱۳۰۰/۸/۱۶

شماره ۱۰۳ پست (Nov. 7, 1971)

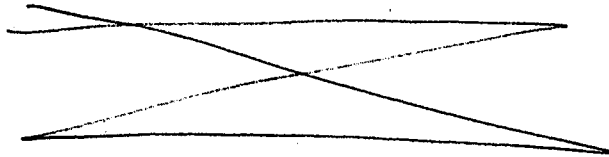
درباره - کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای بل

با کمال احترام بهیوست پسک جلد تشریحات فنی هلیکوپترهای بل 205 را

به شرح زیر تقدیم مینماید -

ADDITIONAL PAGES FOR 205A MAINTENANCE MANUAL

1 BACH



خواهشمند است دستور فرمایند وصول تشریحات فوق را در ذیل روزنوشته این نامه کسبه

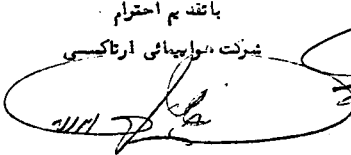
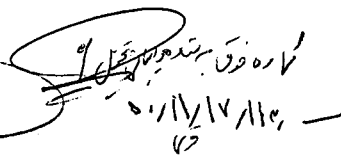
بهیوست میباشند کتبا" اعلام فرمائید .

ضمنا" در آتیه آنچه اوراق متم و ضمائم اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد .

باتقدیم احترام

شیرازت هواپیمائی ارتاکسی


  
 تاریخ: ۱۳۰۰/۱۷/۱۱  
 شماره: ۱۰۳

(خبرنامه)

TLX 758229 FORT WORTH TEXAS (USA)  
 BELL HELICOPTER CO  
 NOV 7/71  
 REF 132/71

URGENT REPEAT URGENT

|            |                  |
|------------|------------------|
| Alice - H  | Dehesh           |
| JANE=Pike  | H. I. M.         |
| Grace      | Agata            |
| KIS        | Sikorsky         |
| Babs       | Gen. Twitchell   |
| King Snake | King Cobra       |
| FIN        | I. H. I. Factory |
| E. J. D.   | E. J. Ducquet    |
| P. R.      | Factory          |
| Skate      | Horsford         |

ATTN FM SYLVESTER, VP INT. MARKETING-HOME PHONE NO 923-8679

IN ORDER OF SEQUENCE THE FOLLOWING EVENTS HAVE TAKEN PLACE SINCE YOUR DEPARTURE.

SATURDAY 1200HRS MEETING/LUNCH - ALICE  
FOLLOWING POINTS AROSE/DISCUSSED

- 1) A. THANKS YOU FOR YOUR LETTER AND WHOLEHEARTEDLY AGREED YOUR POINTS. FIN CONTRACT SIGNED 1968, AND V.E. OTHER BOARD MEMBER (INDEED CHAIRMAN).
- 2) IT WAS A. WHO SUGGESTED WE COME DOWN TO ISFAHAN AND HE APOLOGISED FOR NOT TAKING BETTER CARE OF US. SUBJECT BEST FORGOTTEN.
- 3) A. ADVISED THAT SALMON DID NOT DISCLOSE FULL FACTS AS WE DISCUSSED WITH HIM FOR FEAR OF UPSETTING PIKE. THE OLD STORY OF ONLY TELLING JANE WHAT HE WANTS TO HEAR. JANE HAS NOW CALLED FOR PROPOSAL FROM GRACE ON SAME LINES AS BASS NOW PREPARING.
- 4) V.E. LEADING STRENGTHENING GRACE PRESENCE. A. FELT GRACE MAY GET A DOCUMENT FROM GOVT TO ALLOW THEM TO COME TO BASS TO NEGOTIATE FOR LICENSE. A. SAID THIS WOULD JUST BE EXERCISE ON SCHOOLS PART TO GO THROUGH MOTIONS AND OBTAIN A NEGATIVE RESPONSE, BASED ON WHAT WE HAD SAID.
- 5) A. CONSTANTLY RE-EMPHASIZED WE MUST MAINTAIN STRONG POSITIVE LINE AND NOT RELENT TO ANY GRACE MANOUVERS. QUOTE SCHOOL NEEDS A BETTY PRESENCE NOT A GRACE ONE UNQUOTE.
- 6) A. REVEALED THAT NOT UNTIL NOW DID HE TRUELY REALISE THE EXTENT OF JANE'S AMBITIONS. SALMON WAS ADVISED DURING THURSDAY MEETING BY JANE THAT UPTO 400 SAILS WANTED IN FIVE YEAR PERIOD.
- 7) AGAIN STATED HE WAS UNAWARE KIS PRESENCE BUT WOULD INVESTIGATE.

1500HRS. MEETING ROUS EMBASSY. DISCUSSED OVERALL SITUATION AND WAS MOST POSITIVE IN APPROACH AND DECLARED HE WILL ASSIST IN ANY WAY POSSIBLE. HE HELPED IN CONTACTING KUWAIT, THRU EMBASSY CHANNELS.

1900HRS - HOTEL

ALICE EXCITEDLY CALLS WITH FOLLOWING INFO - GRACE WITH KIS HAVE APPOINTMENT WITH PIKE TOMORROW TO PRESENT PLAN FOR CO-PRODUCTION 67, THIS WAS WORKED THROUGH V.E. AND NO CONTACT WAS MADE WITH EITHER ALICE OR SUSY.

WHAT WE OVERHEARD BAR WERE PLANS OK, BUT PLANS OF ANOTHER SORT. A DELIBERATE PLOY OR MISINTERPRETATION?

FOUR (4) KIS GENTLEMEN STILL IN HOTEL: A. ASKED ME TO BE AT SUSYS OFFICE 7.30 AM SUNDAY MORNING WITH STORY ON KING SNAKE AND 67, HENCE IMMEDIATE TWX TO MITCHELL.

I THEN DISCREETLY PHONED COL ORABONA AT HOME TO ASK IF HE WAS AWARE OF KIS PRESENCE. HE WAS HORRIFIED TO HEAR OF THEIR WHEREABOUTS AND POSSIBLE INTENTIONS AND SAID WOULD ADVISE BABS IMMEDIATELY.

SUNDAY 0730HRS MEETING SALMON

- 1) EXPLAINED CLEARLY THE STATUS AND OBJECTIVE OF KING SNAKES (USED BASS PARTY LINE NOTES)M. HE WAS TOLD IT MAY NEVER BE GO PROJECT AND EVEN IF THE CASE UNLIKELY TO BE AVAILABLE UNTIL 1978 EARLIEST. TOOK LINE HIS BEST BET WAS TO CONTINUE ON SWORDY PROCUREMENT WITH A POSSIBLE LONGTERM OBJECTIVE OF RETROFITTING TO KINGSWORDY.
- 2) TALKED ON 67 AS A LARGE, PRESENTLY UNSOPHISTICATED, ONLY PROTOTYPE VEHICLE. HE WILL CONVEY THE ABOVE TO JANE TOMORROW.
- 3) SUSY REQUESTED TO SEE THE PRESIDENT OF BASS AS SOON AS POSSIBLE AND THAT HE WILL ARRANGE AUDIENCE WITH PIKE ACCORDINGLY. WITH NEXT WEDNESDAY AS HOLIDAY AND THURSDAY/FRIDAY NORMAL WEEKEND HE THOUGHT SATURDAY AM NOV 13 BE APPROPRIATE FOR INITIAL DISCUSSIONS WITH E.J.D. I ADVISED I WOULD CONTACT FT WORTH AND RELAY INVITATION.  
SUSY FURTHER ADVISED THAT HE WOULD HAVE CICI CALLED IN. I SUGGESTED IT MAY NOT BE GOOD IDEA UNTIL HE HAD HELD DISCUSSIONS WITH EJD. HE IMMEDIATELY AGREED.

10.00 HRS

RECEIVED CALL FROM ORABONA THAT BABS WOULD LIKE TO SEE ME IMMEDIATELY. FOLLOWING POINTS EMERGED FROM FRIENDLY MEETING-

- 1) EXPRESSED CONCERN OVER KIS PRESENCE AND THAT THEY HAD NOT CONTACTED HIM. TALKED OF 67 AS A KIS P.R. MACHINE AND NOT WHAT SEA NEEDED, HE EMPHASISED HE RESPECTED KIS AS A CO, AND FELT BEING USED BY GRACE.
- 2) EXPRESSED GRAVE CONCERN OVER THE DESPOTIC SITUATION IN SCHOOL WHERE SUCH A PROGRAM COULD BE DECIDED ON IN TEN MINUTES WITH NO TURNING BACK.
- 3) BABS WAS PLEASED WITH GENERAL PROGRESS WE HAD MADE LAST WEEK (GAVE HIM 5 MIN. RUNDOWN) AND CLEARLY ENDORSED OUR POSITION AND PLEDGED SUPPORT OUR MOVEMENT.
- 4) BABS HAS ALREADY TALKED TO SUSY AND HE WOULD WELCOME BASS PRESIDENT VISIT AND WANTS CLOSE CO-ORDINATION ON ALL DEVELOPMENTS.

POINTS/COMMENTS

- 1) IT IS CLEAR GRACE/KIS WERE JUST AWAITING OUR DEPARTURE BEFORE STRIKING.
- 2) GRACE USING EVERY CLOUT THEY CAN TO PRESERVE MARKETPLACE AND PERHAPS USING KIS TO SHOW US THAT WE SHOULD TO COME TO TERMS WITH THEM OR ELSE.
- 3) MAYBE NO DECISIONS MADE UNTIL SKATE RETURNS, BUT PACE IS SET AND ~~NO RISKS SHOULD BE TAKEN~~ RISKS SHOULD BE MINIMISED.
- 4) WITH THIS MOMENTUM CREATED, WE NEED TO CONTINUE IT, AND SETTLE THE ISSUES ONCE AND FOR ALL?
- 5) WE HAVE SUPPORT OF EVERYBODY. SUSY NATURALLY ANGRY AT GRACES DIRECT ACTIVITIES.

LOOK FORWARD HEARING NEWS SOONEST. WILL BE IN HOTEL ROOM 937/9 ALL EVENING ( BY THE BY NEGOTIATED THE SUITE AT MY OLD RATE)  
HORSLEY

2575 A TAXI TN

*2575 = 1200  
See = Service 11/14  
Sally = G.T. DC*

Internal Memorandum

Nov. 7 1971

From: K. Iranzad, Sales Manager.

At a luncheon party given upon the invitation of Mr. Zanganeh at the Imperial Country Club, Mr. Dehesh disclosed vital information to Mr. Horsley concerning the activities of the Agusta team now residing in Teheran headed by Victor Emanuel. The main topics of discussion were as follows:

1. Agusta is conducting very peculiar maneuvers - while they are doing their last efforts to compromise BHC, on the other hand as a winning card, they are secretly trying to open the door for Sikorsky to enter this market. This is a bluff in order to scare BHC and compel them to surrender and compromise.
2. Mr. Dehesh and Mr. Zanganeh maintained uninterrupted sessions and support BHC's front to their best ability.
3. Details of the activities which took place from November 1 to 7 were communicated to BHC in Fort Worth under the coded telex ref. 132/71 - in particular at the end of the message, Para 5, Mr. Horsley assures BHC of the support of 'everybody' in Tehran.



AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD  
Tel. 68992  
611967

یادداشت داخلی

Date  
Nov. 7, 71

تاریخ

مهرآباد  
تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

گوینده

گیرنده


مورد درخواست

در ماه شش ماهه سابقه مدیون آقای زنگنه عن صرف  
نهار با آقای دهنر و مورسلی کلیه اطلاعات حساب  
از فعالیتهای Agusta برایت دیکتور اما توکل  
در اختیار هر کسی گذاشته شد. مطالب عمده شرح است:  
۱) Agusta دست با نفوذی میچین میزند. عن  
آرژن کوشن برای کنار آمدن با BHC در حفا  
مای سیکورسی را اجندان یک فزه ویاورق برنده در  
ایران باز کند. شاید هم این عمر یک بلوف باشد  
که Bell را برساند و دادار به تعمیر کند.

امضاء  
Action Taken

Sgd  
اقدام انجام شده

۲) آقای دهنر با مسرت مداوم آقای زنگنه چهره  
Bell را بستنی می نماید.  
۳) جزئیات کار فعالیت می بلهفته از اول تا هفتم  
زاید در فلک رنر شماره 132/71. هفدهم پنج است  
در آفر فلک رنر (کد ۵۵) مورسلی سر  
از بر خورداری بستنی همگانی در تهران به کلپانی  
BHC اطمینان میدهد.

Sgd 

A - 224



2575 A TAXI TN  
AEROCOM  
.....M  
15/11 22.48  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 129 11-15-71 345PM

951-2575 AIR TAXI CO  
TEHRAN IRAN

ATTN A H ZANGANEH

دردرنگه  
- - - -  
}

IF YOU HAVE NO OBJECTIONS I WOULD APPRECIATE YOUR ADVANCING BELL CAMERAMAN BEARDEN UP TO FIVE HUNDRED DOLLARS AND BELL WILL REIMBURSE YOU OR YOUR ACCOUNT IN ACCORDANCE WITH YOUR DESIRES. PLEASE ACKNOWLEDGE AND ADVISE ACTION TAKEN.

NEW SUBJECT: PLEASE ADVISE MR SYLVESTER THAT 212•DEMO IS IN WORK FOR AIRLIFT TO GERMANY ON OR ABOUT NOVEMBER 24TH BASED UPON VHH ASSESSMENT THAT NOVEMBER 29 - DECEMBER 17 TIMEFRAME IS PREFERRED FOR BGS. REGARDS.

! KENWORTHY BELLCRAFT

END BL

Sh  
15.11.71

⊗ According to the instruction of Mr. Zanganeh the sum of \$500.- was immediately paid to Tony. Sh



نیزوی دریائی شاهنشاهی

تاریخ ۲۵ آبان ۱۳۰۵  
شماره ۱۴۰  
کمیسیون ارزیابی  
کلمن ۹-۲۶۵۷۰۱  
(داخلی)

(Nov. 16, 1926)

از :  
اداره ..... لجنه  
دائره ..... قدارکات قنسی  
به :

مدیریت شرکت ارتاکسی

درباره : کتابهای فن نگهداری و قطعات بدکی هلیکوپترهای بل

تقدیر

بازگشت بنامه شماره : ۱۰۳ - ۵۰/۸/۱۶

- ۱ - دریافت کتابهای فن که براسر نامه بازگشتی بالا فرستاده شده آگهی میگردد .
- ۲ - از همکاریهای که نمودناید تشکر میشود .

فرمانده نیروی دریائی شاهنشاهی .  
از طرف  
دینا شادری .

*First indication to Model 214*

24/11 22.44  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 211 11-24-71 350PM

951-2575 TEHRAN IRAN

ATTN C P B HORSLEY

WE ARE IN PROCESS OF REFINING 214 CONFIGURATION, INCLUDING REVIEW OF DYNAMICS AND ENGINE OPTIONS OPEN TO US WHICH IN TURN WILL PRODUCE FINITE PERFORMANCE DATA.

FOR THIS REASON, AND BECAUSE THE BROCHURES ON THE 214 DO NOT EMPHASIZE IT AS A NEW PRODUCT, PLEASE DO NOT - REPEAT DO NOT - RELEASE ANY OF THE BROCHURES (BROCHURES) - MAT

XXXX MAILED TO YOU FROM BRUSSELS YESTERDAY AND ONLY USE CONTENTS IN THE MOST GENERAL OF TERMS.

WITHOUT PUSHING VERY HARD IS IT POSSIBLE TO OBTAIN A CURRENT OUTLOOK ON C130 DEMO TRANSPORT.

PLEASE CONFIRM RECEIPT AND UNDERSTANDING THIS TELETYPE TELEX AND ADVISE YOUR IMMEDIATE TRAVEL PLANS. ALSO RESULT KUWAIT VISIT.

FORT WORTH CLOSED THURSDAY THROUGH SUNDAY INCLUSIVE.

FOINF CICI ARRIVING NOVEMBER 29. YOU SHOULD ADVISE ANY RECENT ACTIVITIES OR DEVELOPMENTS IN THAT AREA.

SYLVESTER BELLCRAFT

END BL#  
2575 A TAXI TN

24, 11, 71

*SC*

*CICI = Corado Aquate*

**AIR TAXI CO.**

Mehrabad Airport  
**TEHRAN**  
40257  
Tel. 668992  
661967  
Telex 2575  
Cable **TEHRAN AIR TAXI**



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران  
۴۰۲۵۷  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }  
تکسی ۲۵۷۵  
تلفگرافی: تهران ارتاکسی

Date .....  
No. ....  
Yr. Ref. ....

هواپیمائی نیروی زمینی شاهنشاهی

تاریخ: ۱۳۰۰/۱۱/۳ (Nov. 24, 77)  
شماره: ۱۰۰۹ پست

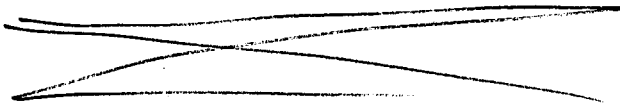
**Imperial Iranian Army Aviation**

در باره = کتابهای فنی نگهداری و تعمیرات یدکی هلیکوپترهای پست

با کمال احترام بهیوست ۱۴ جلد نشریات فنی هلیکوپترهای پل 205 & 206 را

به شرح زیر تقدیم مینماید \*

1. 205 Illustrated Parts Breakdown 1 each.
2. 206 " " " 1 each.
3. Jetranger Magazine 6 each.
4. Rotorways (Vd. 3 No. 1) 6 each.



خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل روزنوشته این نامه کسه

بهیوست میبایشد کتابها اعلام فرمائید \*

ضمناً در آنتیه آنچه اوراق متمم و ضمانت اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد \*

باتقدیم احترام

شیرتد هواپیمائی ارتاکسی

م. رفیعی - مدیر ورتول - ارتاکسی

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



آشیانه هواپیماهای سلطنتی

Imperial Flight Hangar

## شرکت هواپیمایی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفگرافی: تهران ارتاکسی

تاریخ ۳۰/۹/۳۰ (Nov. 24, 71)

شماره ۱۰۷ پست

در باره = کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای بیل

با کمال احترام بهیوست ۸ جلد نشریات فنی هلیکوپترهای بل 205 & 206 را

به شرح زیر تقدیم مینماید .

1. 205 Illustrated Parts Breakdown 1 each
2. 206 " " " " 1 "
3. Jetranger Magazine 3 each
4. Rotorways (Vol. 3 No.1) 3 each

خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ روز نوشت این نامه کسه

بهیوست میباشد کتبا" اعلام فرمائید .

ضمناً در آتیه آنچه اوراق متم و نسائم اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابلین اخذ رسید تقدیم خواهد شد .

باتقدیم احترام

شرکت هواپیمایی ارتاکسی

## AIR TAXI CO.

Mehrabad Airport

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نیروی دریایی شاهنشاهی

Imperial Iranian Navy

## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تکرائی: تهران ارتاکسی

تاریخ ۱۳۰۰/۱۱/۳ (Nov. 24, 71)

شماره ۹۰۱۰۱

در باره = کتابهای فنی نگهداری و تظاهرات یکی هلیکوپترهای پسل

با کمال احترام بهیوست ۱۲ جلسه‌نشریات فنی هلیکوپترهای پل 205 & 206 را

به شرح زیر تقدیم مینماید.

1. 205 Illustrated Parts Breakdown 1 each.
2. Jetranger Magazine 5 each.
3. Rotorways (Vol. 3 No. 1) 6 each.



خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ رونوشت این نامه که

بهیوست میباید کتابها اعلام فرمائید.

ضمناً در آنچه آنچه اوراق متم و ضمائم اضافی وغیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد.

باتقدیم احترام  
شرکت هواپیمائی ارتاکسی









BELL HELICOPTER COMPANY  
POST OFFICE BOX 402 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

December 3, 1971

(خبرنامه است)

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Mr. Zanganeh:

I thought that the enclosed extract from the "Congressional Record" would be of interest to you as well as to Gen. Toufanian and Mr. Dehesh. The envelope addressed to Mr. Dehesh contains a personal note from me together with two additional copies of the "Record."

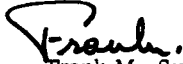
I would greatly appreciate it if you would convey this to him for me.

Also, I would like to express our sincere appreciation for the fine cooperation and advice that we received from you and Khalil Iranzad in the course of our two visits last month to Tehran.

The meetings with Agusta occurred on November 29 and 30 as scheduled, and considerable progress was achieved. Although we are not yet in complete agreement, prospects are certainly much better than before. In this connection, I would expect that representatives of Agusta will revisit Tehran in the near future, and for obvious reasons I would greatly appreciate being kept informed of any developments that come to your attention. I know you understand the importance of this and will look forward to hearing from you. }

Meanwhile, best personal regards.

Sincerely,

  
Frank M. Sylvester

FMS:pb-3337



# Congressional Record

PROCEEDINGS AND DEBATES OF THE 92<sup>d</sup> CONGRESS, FIRST SESSION

Vol. 117

WASHINGTON, FRIDAY, NOVEMBER 19, 1971

No. 178

## Bell Helicopter Company - A Prime Example Of Good Management In The Aerospace Industry

Remarks of Congressman Jim Wright

HON. JIM WRIGHT

OF TEXAS

IN THE HOUSE OF REPRESENTATIVES

Thursday, November 18, 1971

Mr. WRIGHT. Mr. Speaker, it may be unfortunate in one respect that so much recognition is given to various deficiencies, large and small, in the performance of various aerospace companies on various Government procurement.

A tragic consequence of this preoccupation with negatives is the American public's image of an industry that played a major role in holding this Nation together during World War II and two other major conflicts in our century. A growing segment of the public is placed under the impression that the aerospace industry now is being led by inept, bungling management.

Against this background it is incumbent on us to present to the public the other side of the coin.

A number of aerospace firms have, over a period of many years, exercised very good management and avoided monumental cost overruns and severe technical difficulties.

A refreshing example is Bell Helicopter Co., of Fort Worth, which has achieved an outstanding record in filling Government contracts.

Perhaps no single aircraft program has been of more importance to the U.S. Army than the development of the UH-1 "Huey" and, subsequently, the AH-1 Huey Cobra helicopters. The Bell management record on these projects speaks for itself:

During the period of 1958-69, Bell Helicopter Co. compiled a record of on-schedule deliveries unmatched in aircraft manufacturing. This achievement included one 18-month span during 1965-66 when production increased 160 percent to meet the Government's wartime needs.

While many defense-related firms have released figures showing cost overruns on their Government programs, Bell has fulfilled its obligations at below negotiated cost on more than \$1 billion worth of business with the U.S. Government.

On the UH-1 and AH-1 programs, Bell has achieved cumulative value engineering savings of \$18.5 million to the U.S. Government.

Cumulative work simplification program savings have amounted to \$9 million.

Bell's cost awareness program, instigat-

ated in 1964, has resulted in overall savings of \$58.8 million.

Thus these three programs alone have resulted in identifiable savings totaling \$86.3 million for the benefit of the American taxpayer.

It should be noted in regard to the value engineering, work simplification, and cost awareness programs that these savings are computed on the basis of the net amount that accrued during the 12-month period following actual installation of the improvement. However, actual savings are far greater when one considers that these economies continue to accrue as long as the object of the cost improvement is in effect.

During the course of the UH-1 and AH-1 programs, Bell has maintained a high level of logistics support while meeting production demands. This has included supporting aircraft accumulating some 3 million flying hours yearly.

This Bell success story began in 1955 when the Defense Department named the company winner of an industrywide design competition to develop the Army's first turbine-powered helicopter. It was to be used for medical evacuation and general utility missions.

The initial UH-1's met or exceeded contract requirements for speed, load capacity, rate of climb and hovering capabilities. In the ensuing years, successive models have been gradually upgraded to accommodate a number of growth version engines, to double their tactical payload capacities, and to carry out a large range of missions, including weapons-firing roles.

Officially called Iroquois but more popularly known by their GI-coined name of Hueys, these helicopters also joined the inventories of the Marines, Air Force, and Navy in the 1960's—the only vertical-lift aircraft in history to enjoy such commonality of use.

There were many skeptics when the Hueys went into Vietnam combat. However, they carried out their combined roles of aerial ambulance, truck, jeep, and artillery so effectively under the most demanding climatic and topographic conditions that the conflict became known as the helicopter war.

That these versatile machines were designed to absorb enemy hits in major components and still return safely home is vividly pointed up in Army statistics. These show that throughout their service in Vietnam, the loss rate has been one helicopter for every 33,000 sorties, and their availability rate has been an ex-

trremely high 72 percent.

However, by 1964, Bell had become increasingly aware of the fact that Hueys serving as armed escorts for their troop-carrying counterparts required increased speed, maneuverability, range, and endurance plus improved protection for helicopter and crew.

In September 1965, Bell announced that it had developed the high-speed, tandem-seat, streamlined Huey Cobra gunship to meet these requirements. The Government awarded Bell a production contract in April 1966, and 14 months later the first Huey Cobra was delivered to the Army. This is an amazingly short period of time from diagnosis to fulfillment of a critical need. It undoubtedly resulted in the saving of countless lives. Huey Cobras were credited with blunting the Communist Tet offensive of early 1968 and have been the backbone of our close support of ground troops ever since.

During the past decade almost 10,000 of these two series of helicopters have effectively served our Armed Forces and those of other free world nations. This is a tribute to the foresight of Bell management and its parent organization, Textron Inc., and their continuing efforts in product improvement and research and development—much of which has been company-sponsored.

Bell has long been recognized as a low-cost producer. Effective and comprehensive cost controls are inherent in the company's operation.

In 1968, Bell received the first annual U.S. Army Aviation Systems Command Contractor Cost Reduction Award. In 1969, the Department of Defense cited these efforts, presenting its Contractor Cost Reduction Achievement Award to Bell.

The company has maintained close cooperation with the Small Business Administration to insure participation by smaller firms in building Bell helicopters. In 1969, 65.5 percent of purchase orders were placed with small businesses, representing 28.4 percent of dollar value of all purchases.

This is the other side of the coin—the side that all too seldom is given recognition. In the face of the highly publicized adversities with which a number of aerospace companies are faced, I believe the public is entitled to know about these and other examples of good management, cost consciousness and technical excellence in the aerospace industry.



BELL HELICOPTER COMPANY  
 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
 VICE PRESIDENT-INTERNATIONAL MARKETING

December 3, 1971

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Sincerely,

Frank M. Sylvester

FMS:pb-3337

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



شرکت هواپیمایی ارتاکسی  
فرودگاه مهرآباد - تهران  
۴۰۲۵۷ }  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }  
۲۵۷۵ } تلکس  
تلفرانی : تهران ارتاکسی  
تاریخ ۱۳۰۰/۱/۱۹ (Dec 27/71) هواپیمایی نیروی زمینی شاهنشاهی  
شماره ۱۰۹ پست I. I. A. A.

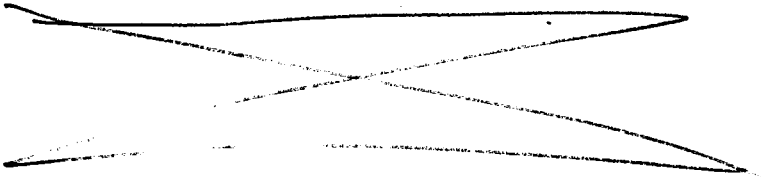
در باره = کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای پیل

با کمال احترام بهیوست \* جلد نشریات فنی هلیکوپترهای پیل

به شرح زیر تقدیم مینماید \*

ROTOR WAYS (VOL. 3 NO. 2)

5 EA.



خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل رونوشت این نامه کسه

بهیوست میباشند کتبا\* اعلام فرمائید \*

ضمناً در آتیه آنچه اوراق مسم و ضمايم اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اجزد رسید تقدیم خواهد شد \*

باتقدیم احترام  
شرکت هواپیمایی ارتاکسی  
[Handwritten signature and stamp]

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....

شرکت هواپیمائی ارتاکسی  
فردگاه مهرآباد - تهران  
۴۰۲۵۷  
تلفن ۶۶۸۹۹۲  
۶۶۱۹۶۷  
تکس ۲۵۷۵  
تلفرانی: تهران ارتاکسیآشنانه هواپیماهای سلطنتی  
(Dec 5, 71) ۱۳۵۰/۱/۱۴  
تاریخ ۱۰۸  
شماره

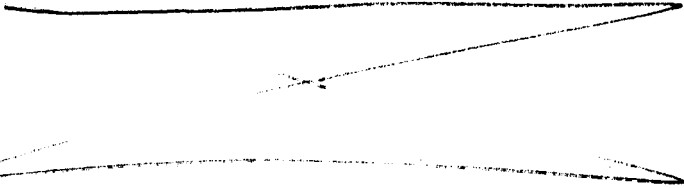
IMPERIAL FLIGHT HANGAR

درباره - کتابهای فنی نگهداری و تطبیحات یدکی هلیکوپترهای بسل

با کمال احترام بهیوست ۱ جلد نشریات فنی هلیکوپترهای بسل — را  
به شرح زیر تقدیم مینماید \*

ROTOR WAYS (VOL. 3 NO. 2)

2 BA.



خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل رونوشت این نامه کسه  
بهیوست میباشند کتبا\* اعلام فرمائید \*

سنا\* در آتیه آنچه اوراق مضمون و ضمايم اضافی و غیره برسد فوراً جهت تکمیل نمودن  
کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد \*

با تقدیم احترام  
سرشناس هواپیمائی ارتاکسی  
۵/۱/۱۴

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



آشیانه هواپیماهای شسیر و خورشید (Sec. 5, 71) ۱۳۵۰/۱/۱۹ تاریخ

RED LION &amp; SUN HANGAR

شماره ۱۰۲ پیل

## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

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تکس ۲۵۷۵

تلفرانی: تهران ارتاکسی

درباره = کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای پیل

با کمال احترام بهیوست ۲ جلد نشریات فنی هلیکوپترهای پیل — را

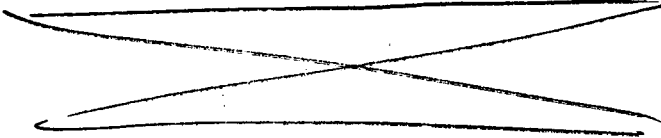
به شرح زیر تقدیم مینماید \*

ROTOR WAYS (VOL. 3 NO. 1)

1 EA.

" " (VOL. 3 NO. 2)

1 "



خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ رونوشت این نامه کسه

بهیوست مینماید کتابها اعلام فرمائید \*

ضمناً در آتیه آنچه اوراق متمم و ضمائم اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهند شد \*

بالتقدیم احترام  
مهندس هواپیمائی ارتاکسی  
(د)

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257  
Tel. 668992  
661967

Telex 2575

Cable **TEHRAN AIR TAXI**

Date .....

No. ....

Yr. Ref. ....



نیروی دریائی شاهنشاهی

**IMPERIAL IRANIAN NAVY**

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۶۸۹۹۲ } تلفن

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۲۵۷۵ } تلکسی

تلگرافی : تهران ارتاکسی

تاریخ ۱۳۰۰/۱/۱۴ (Dec. 5, 71)

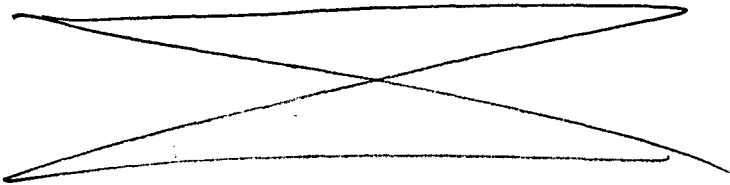
شماره ۱۰۰ پست

در باره = کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای پست

با کمال احترام بهیوست ۴ جلد نشریات فنی هلیکوپترهای پست — را  
به شرح زیر تقدیم مینماید .

**MOTOR WAYS (VOL. 3 NO. 2)**

**4 EA.**



خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ روز نوشتن این نامه کسبه

بهیوست مییابند کتابها اعلام فرمائید .

ضمناً در آتیبه آنچه اوراق مهم و ضمانت اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد .

باتقدیم احترام

شرکت هواپیمائی ارتاکسی  
۴۰۲۵۷ ۰۰۹۱۰



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

(S, 1, 17)

December 16, 1971

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh,

I want to thank you and Mr. Iranzad for your assistance in my film efforts in Iran. I only wish that we could have arranged some flight time with the Imperial Fleet. However, your coordinating the use of the Red Lion & Sun Society's 205 and Princess Fatima's 206 will certainly satisfy the film requirements.

Also, I wish to thank you for my transportation while in Iran and the help in handling my equipment.

Sincerely,

*Tony Bearden*  
Tony Bearden  
Motion Pictures



07/12 13.12 4  
 2575 A TAXI TN  
 N  
 SHERATON KUWAIT/HD KS 94 7.12.71  
 TIME :1445

TELEX TO 2575 AIRTAXI TEHRAN

ATT. K. IRANZAD

WILL NOT MAKE TONITE FLIGHT AS

<sup>F</sup>  
 SUFFERING FROM USUAL LOCAL DISEASE OF NOT BEING ABLE TO SEE  
 ANYBODY UNTIL ITS THEIR CONVENIENCE.

OTHERWISE HAVING NICE REST AND EXPECT TO RETURN TEHRAN 1R312  
 1145 LOCAL THURSDAY 9 DEC. SEE YOU THEN AND BEST REGARDS

CHRIS

4  
 2575 A TAXI TN  
SHERATON KWT  
 M

7.12.71

*Chris*



BELL HELICOPTER COMPANY

POST OFFICE BOX 402 • FORT WORTH, TEXAS 76101

EDWIN J. DUCAYET  
PRESIDENT

16 December 1971

Lt. Gen. H. Toufanian  
Chief of Purchase & Procurement  
Saltanabad  
Tehran, Iran

Dear General Toufanian:

On the occasion of the recent visit to Tehran of our Messrs. J. F. Atkins and F. M. Sylvester, they learned that you and Mr. H. Dehesh had tentative plans to visit the U. S. early in 1972.

In our opinion, first-hand knowledge of Bell including its production and engineering facilities and key personnel would prove valuable to you in your plans and programs for helicopters in Iran. Having visited us, we believe you would be in a better position to more effectively and efficiently evaluate the various options open to you and the various proposals being submitted to you. Accordingly, we would welcome a visit from you and believe that it would be mutually productive to both of us.

Both Mr. Atkins and Mr. Sylvester join me in sending our best personal regards to you and your associates, and we look forward to seeing you.

Sincerely,

  
E. J. Ducayet

EJD:jt



**BELL HELICOPTER COMPANY**

POST OFFICE BOX 402 • FORT WORTH, TEXAS 76101

**FRANK M. SYLVESTER**  
**VICE PRESIDENT-INTERNATIONAL MARKETING**

December 16, 1971

Mr. A. H. Zanganeh  
 Managing Director  
 Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran

*Handwritten initials and a horizontal line.*

Dear Mr. Zanganeh:

I am enclosing a letter from Mr. E. J. Ducayet to Lt. Gen. H. Toufanian together with a copy of it for your information. Also enclosed is a copy of the same letter in an envelope addressed to Mr. H. Dehesh for his information.

Would you please have these letters hand-delivered to the addressees immediately.

Also enclosed are copies of a December 16th press release announcing two important changes in Bell top management. At the time you convey the enclosed letters to Lt. Gen. Toufanian and Mr. Dehesh, would you give them a copy of the press release. I am sure it will be of considerable interest to them.

For your information, representatives from Bell conducted a series of briefings at Fort Rucker, Alabama recently which were attended by General M. Khosrowdad. On that occasion, we firmed up plans for his visit to Fort Worth, which is now scheduled for January 13 and 14.

Our plans to submit proposals along lines discussed during our recent visit are proceeding on schedule, and we expect to have them ready for presentation in mid-January.

In that connection, I am informed that weekly activity reports (including reports of no activity) which were agreed to sometime past, have not been forthcoming from your organization. We particularly need to know of any changes in customer position or attitude

Page No. 2 - A. H. Zanganeh


December 16, 1971

and of activities of any kind on the part of the competition. Would you please bring us up to date at your earliest convenience.

Mr. Atkins and other Bell personnel who have visited Iran in the past several months join me in sending best personal regards to you and your associates - particularly Khalil Iranzad.

We look forward to seeing you again at an early date.

Sincerely,

  
Frank M. Sylvester

FMS:pb-3345

P.S. Please confirm receipt of this letter by return telex.

FMS

*1300*  
*13*

⊕  
2575 A TAXI TN  
RCANY2454 0113  
758229 BELL HELICOPTER CO FTW TEXAS MSGNO 136 12-16-71 1203PM  
9512575 AIR TAXI AIR TAXI COMPANY TEHRAN, IRAN

ATTN: KAHLIL IRANZAD

LAST ACTIVITY REPORT WAS DATED SEPTEMBER 6, 1971.  
WHAT HAPPENED TO FOLLOWING WEEKLY REPORTS? PLEASE  
ADVISE. REGARDS.

GALLAGHER  
BELLCRAFT  
END CD

⊕  
2575 A TAXI TN

OK THERE PSE  
?????

*REC'D WELL.*  
MESSAGE RE ~~COULD WEEK EEE WEEK~~ WILL SEND MONTHLY REPORTS  
AS REQUESTED BY CHRIS HORSLEY . REGARDS IRANZAD  
THANK YOU BIBI

⊕  
2575 A TAXI TN.....-



BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

*Removal*

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

December 16, 1971

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Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

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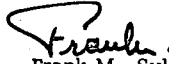
December 16, 1971

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Sincerely,



Frank M. Sylvester

FMS:pb-3345

P.S. Please confirm receipt of this letter by return telex.

FMS

تاریخ ۱۷ شهریور ۱۳۰۹  
شماره ۵۹ از ۱۳۰۱-۱۳۰۰  
پیوست  
تلفن ۹-۷۶۵۷۰۱  
(داخلی)



نیروی دریائی شاهنشاهی

از: ن-د-ش  
اداره لجستیک  
دائرة تدارکات فنی  
به:

مدیریت شرکت ارتاکسی

در باره: کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای بل

بدینوسیله دریافت کتابهای فنی هلیکوپترهای بل را به شما زیر آگهی

میشمارد.

ROTOR WAYS (VOL.3.No.21) 4EA.

فرمانده نیروی دریائی شاهنشاهی - دریابد ری  
دریا دارمدانی

از طرف

۴۸ نفری  
۵۰۹/۳۱

کامبرداره درخشان



2575 A TAXI TN  
RCAMY3604 2231  
758229 BELL HELICOPTER CO FTW TEXAS MSGNO 178 12-27-71 922PM  
9512575 AIR TAXI CO TEHRAN IRAN

ATTN: A. H. ZANGANEH OR KHALIL IRANZAD

REF. MY LETTER DECEMBER 16 AND LETTER FROM E. J. DUCAYET TO LT. GEN. TOUFANIAN SAME DATE. PLEASE CONFIRM RECEIPT AND DELIVERY OF MR. DUCAYET'S LETTER, AND ADVISE GEN. TOUFANIAN'S AND MR. DEHESH'S PLANS TO TRAVEL FORT WORTH. THIS INFORMATION NEEDED URGENTLY AS TRAVEL PLANS OF BELL EXECUTIVE GROUP MAY CONFLICT AND BE INCREASINGLY DIFFICULT OR IMPOSSIBLE TO CPO.

SYLVESTER  
BELLCRAFT  
END CD

2575 A TAXI TN.....9

27, 12, 71  
(= 1/10)  
JK

VIA RCA 1123 GMT DFDDF  
BELL HCPTR FTW

2575 A TAXI TN

TLX NO 758229 FW  
DECEMBER 28/71  
REF NO 195771

Time Sent = 2:55 pm

ATTENTION: FRANK SYLVESTER

REF. YOUR TELEX 12.27.71. CONFIRMING RECEIPT OF YOUR LETTER DATED DEC/16 ALSO MR DUCAYET'S LETTER WHICH WERE HAND-DELIVERED TO THE ADDRESSEES IMMEDIATELY.

GEN. TOUFANIAN AND MR DEHESH TENTATIVELY PLAN TO VISIT FORT WORTH AROUND END JANUARY. EARLY JANUARY VISIT IMPOSSIBLE. DEFINITE SCHEDULE WILL BE TELEXED LATER.

MR ZANGANEH PRESENTLY STAYING IN EUROPE.

REGARDS IRANZAD

AIR TAXI  
BELL HCPTR FTW  
2575 A TAXI TN

28, 12, 71  
JK

759229 BELL HELICOPTER CO FTW TEXAS MSGNO 202 12-29-71 759229  
 9512575 AIR TAXI CO TEHERAN IRAN

PLEASE DELIVER AT YOUR EARLIEST CONVENIENCE THIS MESSAGE TO  
 GENERAL TOUFANIAN/MR. DEHESH. CONFIRM BY TELEX WHEN DELIVERED.

ATTN: GENERAL TOUFANIAN

REFERENCE YOUR MESSAGE OF 25 DEC PERTAINING TO FUEL SYSTEMS OF THE AB205 AND AB212. IN COOPERATION WITH U.S. MILITARY SOURCES, BELL HAS DEVELOPED AND DELIVERED SUBSTANTIAL QUANTITIES OF MODIFICATION KITS, THE INTENT OF WHICH IS TO ENHANCE THE CRASHWORTHINESS OF THE FUEL SYSTEMS THEREBY REDUCING PROBABILITY OF FIRE IN THE EVENT OF EXTREME HARD ~~LANDING~~ LANDING, AS INSTALLED IN THE BELL MODEL 205 / UH-1H AND THE MILITARY VERSION OF

THE BELL MODEL 212 AS DELIVERED TO THE CANADIAN ARMED FORCES AND DESIGNATED CUH-1N.

IT IS OUR OPINION, BASED ON BEST INFORMATION AVAILABLE, THAT THE AIRCRAFT IN THE IRANIAN INVENTORY DO NOT INCORPORATE THIS MODIFICATION. IT IS ALSO OUR OPINION THAT THE MODIFICATION KIT APPLICABLE TO THE UH-1H, PART O. 205-704-013, IS ADAPTABLE TO THE IRANIAN AB205.

PLEASED TO ADVISED THAT THROUGH THE COOPERATION OF THE U.S. ARMED FORCES WE ARE ABLE TO OFFER FOR IMMEDIATE DELIVERY THREE OF THE ABOVE-CITED KITS AT A UNIT PRICE OF \$6,500.00 EACH. ADDITIONALLY, WE WILL PROVIDE, CONCURRENT WITH RECEIPT OF THE MODIFICATION KITS, TECHNICAL ASSISTANCE FROM OUR EUROPEAN OFFICE AS REQUIRED TO ASSIST YOUR PERSONNEL IN THE INSTALLATION OF THE MODIFICATION KITS.

REGRET TO ADVISE MODIFICATION KITS NOT READILY AVAILABLE FOR MODEL 212, HOWEVER, IF REQUIRED, SUCH A KIT CAN BE DEVELOPED UTILIZING FOR THE MOST PART THE HARDWARE AS INCORPORATED IN THE PRODUCTION VERSION OF THE CUH-1N. HOWEVER, LEAD TIME FOR SUCH A KIT WOULD BE APPROXIMATELY TWELVE MONTHS AND THE UNIT PRICE APPROXIMATELY \$10,000.00.

FOR YOUR INFORMATION THE KITS AS ABOVE DISCUSSED ARE QUALIFIED TO U. S. MILITARY SPECIFICATIONS AND HAVE NOT BE SUBJECTED TO FAA CERTIFICATION.

REGARDS  
 SYLVESTER  
 BELL-CRAFT  
 END CD

TELEX AIR TAXI IN.....

*SR*  
 30.12.71

*Hand-carried and delivered to both Gen. T.  
 and Mr. Dehesh.*

*SR*

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

۶۶۸۹۹۲

۶۶۱۹۶۷

تلفس ۲۵۷۵

تلگرافی: تهران ارتاکسی

Date December 29, 1971No. S/14/1568

Yr. Ref. \_\_\_\_\_

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. F. M. Sylvester,  
Vice President,  
International Marketing,  
Bell Helicopter Company,  
P. O. Box 482,  
Fort Worth, Texas 76101,  
U. S. A.

(خیلی مهم است)

Subject: Progress ReportDear Mr. Sylvester:

Following is the progress report covering last quarter of 1971:

IIN - PO/BL-6154 Ground Support Equipment

With reference to J.E. Gallagher's letter dated April 12, 1971 and enclosed proforma invoices, the IIN rejected your quotations and refused to buy the required GSU thru Air Taxi/Bell owing to the fact that the first item of your proposal, namely Sun Electric Hydraulic Test Units Qty (2) amounting to \$30,400/- (not mentioning whether FOB or C&F) was about 50% higher than the quotation received from Sun Electric Inc., for the same units as per the enclosed photocopy of their proforma invoice which we were able to obtain thru some confidential means. Consequently, IIN people thought that all other items quoted by you are similarly over-priced. We were quite surprised to see this over-price in your quotation especially in the face of your advance knowledge about the severe competition existing in this market.

AOG Parts for IIN

We regret to inform you that the AOG parts required for IIN as requested in our telex Ref. 71/71, dated Sept. 26, 1971 to be shipped against Air Taxi's account was never attended to. As a reminder, we telexed Bell Ref. No. 127/71, dated November 4, 1971 and were advised in reply, your telex MSG 106 dated November 5, 1971 that our telex Ref. 71/71 was not on record although your Answer Back at the end of the telex message Ref. 71/71 shows full acknowledgement of this telex to Bell. Therefore, on November 6, 1971, we enclosed a copy of our

.../...

:- 2 :-

Mr. F. M. Sylvester, Bell Helicopter, USA

telex Ref. 71/71 with our airmail letter No. S/13/1476/BL7101 but unfortunately we have never had a reply from you about the fate of this order.

QUOTATION FOR IHI

In our letter S/13/1521, dated the 1st of December, 1971, we requested you to send us a quotation for the parts requested by IHI, however, in his letter dated December 16, 1971, Mr. Gallagher Jr., informed us that item Nos: 72, 73, 78, 92, 136, 137, 140, 150 and 155 were viewed by you during your visit to Iran and that the quotation desired by IHI was for purposes of comparison only. It is our view that even if the quotation was for comparison purposes, Bell must submit his quotation in such a way that it is possible for us to obtain the business offered.

IIAF

With reference to our Progress Report No. 3 dated July 31, 1971 we occasionally investigated the question of two 205-A helicopters to be bought by IIAF for rescue operations, however, due to lack of budgetary provisions, IIAF has decided not to purchase these helicopters during the current Iranian calendar year ending with March 20, 1972.

BELL EXECUTIVES VISIT TO IRAN

Mr. J. F. Atkin's visit to Iran for the first time was warmly greeted by us. He was accompanied by Messrs. Sylvester and Horsley. During their stay in Teheran, all of the required appointments were arranged by us with the high ranking civil and military authorities. The details and extent of the progress scored in this connection need not be mentioned in these reports.

VISIT OF TONY BEARDEN - CAMERAMAN

During the stay of Mr. T. Bearden in Teheran, we afforded him all of the facilities for shooting movie films and photographs.

A special request was made to Her Imperial Highness Princess Fatim to fly a helicopter which was arranged by us. Permission was also obtained to use a Red Lion & Sun Society helicopter to have a film of an injured man showing a car hitting a pedestrian in one of the suburbs of Teheran. Arrangements were also made to have at hand ambulance, nurses and first aid for this accident. Further details would have been given by Mr. Bearden directly.

Mr. Bearden was given a loan of \$500.00 on Bell's account during his trip to Iran.

:- 3 :-

Mr. F. M. Sylvester, Bell Helicopter, USA

IRANIAN HELICOPTER FACTORY

There is no sign of any activity in the IHI factory except routine paper work and so forth.

GENERAL HOWZE'S SPEECH

Copies of General Howze's speech before the Command & Staff College were submitted to Lt. Col. Starkey and Lt. Col. Doiron in Teheran and Lt. Col. Butler in Esfahan.

AIR TAXI OFFICE FACILITIES

Air Taxi has the privilege to provide all of the facilities e.g. office equipment and supplies, services including transportation, telex etc., at the disposal of Bell Management personnel during their stays and visits to Iran.

GENERAL TOUFANIAN & MR. DEHESH

The forthcoming visit of General Toufanian and Mr. Dehesh which was the subject of discussions before has not yet materialized. As per our tlx No. 195/71, it was communicated to you that both the General and Mr. Dehesh are presently scheduled to visit Fort Worth around end January. We will inform you by telex their definite schedule in time.

C-130

The scheduled program for a C-130 aircraft to airlift and transport your model "X" helicopter for a demonstration here has been postponed until General Toufanian's visit to Fort Worth.

POTENTIAL CUSTOMERS

Your publications:

- a) Police Helicopter Patrol for Memphis;
- b) Helicopter Techniques for aerial application;
- c) Rotorways

are being received regularly and we are sending them to the following potential customers:

- a) Ministry of Natural Resources;
- b) Fire Brigade;
- c) National Iranian Oil Company;
- d) National Iranian Gas Company;
- e) Ministry of Agriculture;
- f) Police Organization;
- g) Red Lion & Sun Society;
- h) All the Three Armed Forces.

:- 4 :-

Mr. F. M. Sylvester, Bell Helicopter, USA

Starting with the new year, please send us additional copies of your Rotorways for distribution to all the relevant quarters. Also please send us your calendars and other advertising materials for distribution to the above customers.

IMPERIAL FLIGHT HANGAR

Col. Shafatpour was enquiring about a "Fire Proof Fuel Tank" for model 212 Helicopter. Simultaneously, MIO also enquired about Bell's recommendation for a crash proof fuel systems of AB-205 and AB-212 Helicopters.

We received your telex dated the 29th of December in reply to these enquiries and immediately passed the information to both MIO and Imperial Flight Hangar.

MR. C.P.B. HORSLEY

We are highly impressed with the keen interest with which Mr. Horsley has always pursued his business objectives and goals. We have seen him working tirelessly in the pursuit of his official functions no matter it involves working very late while on trips.

We are sure that the efforts and achievements of Mr. Horsley are fully recognized by Bell and this note is only for the purpose of Air Taxi bringing on record their frank opinion about one of the Bell Management personnel.

Yours very truly,

  
K. Iranza  
Commercial Manager

Encl:

cc: Mr. C.P.B. Horsley, Brussels

KI/mas

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷ }  
۶۶۸۹۹۲ } تلن  
۶۶۱۹۶۷ }

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ ۱۳۵۰/۹/۲۸ (۱۹۷۱/۱۱/۲۸)  
شماره ۱۳/۱۵۵۲سازمان صنایع نظامی  
شرکت سهامی هلیکوپتر ایراندر باره اطمینان پدکی هلیکوپتر

بازگشت بنامه شماره ۸-۱-۰۱-۱۴۰۱/۸۵ مورخه ۱۳۵۰/۹/۱۶ پیرو نامه شماره  
۱۳۵۰/۱۳/۱۵۱۸ مورخه ۱۳۵۰/۹/۱۰

در پاسخ درخواست قیمت قطعات پدکی هلیکوپتر، محترماً پیوست  
توکپی تلکس واصله از کارخانجات پل تقدیم میگردد.  
همانطوریکه از متن تلکس مشاهده میشود بهای اقلام مورد درخواست  
بدو طریق (C & F) (F.O.B) توضیح داده شده است.

ضمناً قطعه دم مورد درخواست در نامه فوق از نظر کارخانجات پل  
مفهم نگردیده و همانطوریکه قبلاً طی نامه شماره ۱۳/۱۵۱۸ مورخه ۱۳۵۰/۹/۱۰  
توضیح داده شده در این مورد احتیاج به مشخصات دقیقتری دارند تا بتوانند قیمت  
دقیق تعیین و پیشنهاد نمایند.

با تقدیم احترام  
شرکت هواپیمائی ارتاکسی

2575 A TAXI TN  
BELL HCPTR FTW

*Time Sent: 11-15 AM CT*

2575 A TAXI TN

TLX NO: 758229 FW  
JANUARY 1/72  
REF NO: 01/72

ATTENTION: F. SYLVESTER

RECEIVED YOUR TELEX DATED 29-12-71 AND DELIVERED THIS MESSAGE TO GEN. TOUFANIAN/MR. DEHESH TODAY WHICH IS A NORMAL WORKING DAY HERE.

HAPPY AND SUCCESSFUL NEW YEAR.

BEST REGARDS IRANZAD

AIRTAXI

BELL HCPTR FTW  
2575 A TAXI TN

*1/172* *log*





BELL HELICOPTER COMPANY  
POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

GENERAL HAMILTON H. HOWZE (USA RET.)

January 4, 1972

Dear Mr. Zanganeh:

Mrs. Howze and I acknowledge with pleasure receipt of your handsome Christmas card, and wish you both a very happy and successful 1972.

Sincerely,

Hamilton H. Howze  
General, USA (Ret.)

Mr. A. H. Zanganeh  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

BELL HELICOPTER FTW

2575 A TAXI TN

TLX NO 758229 FW

JANUARY 5/72

REF NO 12/72

(2,100)  
Thurs Jan 5 12:00 pm CST

ATTENTION: MR. J.F. ATKINS, PRESIDENT

ON BEHALF OF MR. A.H. ZANGANEH AND ALL AIR TAXI STAFF I EXTEND DEEPEST AND WHOLE-HEARTED CONGRATULATIONS ON YOUR PROMOTION TO THE PRESIDENCY OF BHC.

WE FEEL CONFIDENT THAT IN YOUR NEW POST YOU WILL BE ABLE TO TACKLE THE IRANIAN PROGRAM MOST SUCCESSFULLY.

WITH BEST WISHES FOR HAPPY AND PROSPEROUS NEW YEAR TO YOU AND ALL IN BELL HELICOPTER CO.

K. IRANZAD, COMMERCIAL MANAGER

AIR TAXI  
BELL HCPTER FTW

*h*

2575 A TAXI TN

BHC = Bell Helicop. Co.

(2,100)

2575 A TAXI TN

Jan. 1. 72

758229 BELL HELICOPTER CO FT WORTH TEX MSG 325PM CST MSG 951 1-7-72

AIR TAXI CO 9512575  
ATTN KHALIL IRANZAD

OUR REFERENCE 0812  
FURTHER TO MR SYLVESTER'S MESSAGE 178 AND YOUR REPLY 195/71,  
PLEASE TRY TO OBTAIN THE DATE ON WHICH GENERAL TOUFANIAN AND  
MR DEHESH PLAN TO VISIT FORT WORTH . IT IS ESSENTIAL THAT WE  
KNOW THIS DATE TO PROPERLY PREPARE VISIT AND COORDINATE  
PROPOSALS AND SUBSEQUENT PRESENTIATIONS THEREOF . BEST REGARDS.

GALLAGHER  
BELL CRAFT  
ENDMC

2575 A TAXI TN  
LLLLLO

2575 A TAXI TN  
 RCANY3604 1546  
 758323 PD BELL HELICOPTER CO FT WORTH TEXAS MSG 157 1/10/72 2:00 P  
 AIR TAXI (1446)  
IRANZAD  
 TEHERAN IRAN

REUR MSG 19/72 OF JAN 10. TO DATE HAVE NOT RECEIVED YOUR LETTER  
 REF. S/13/1476/BL7101, TELEX 71/71, NOR YOUR ACTIVITY REPORT  
 DATED DEC 29.

SUGGEST YOU RESEND YOUR TELEX 71/71 AS PREVIOUSLY REQUESTED BY  
 OUR MSG 106 OF NOV 5.

F. J. MILLER/LOGISTIC CENTER  
 BELL CRAFT

2575 A TAXI TN  
 .....

*Handwritten signature*  
 11.1.72

FORT WORTH TLX 758229 TEXAS USA PSE DEAR

A-220

HMOPLSH  
 GMT 1210+VIA USA DDFDF  
 BELL HCPTR FTW

*AOG Parts*

2575 A TAXI TN  
 BELL HCPTR FTW TELEX 758229  
~~JAN 10/72~~  
 REF 19/72

*1541 LT*

ATTN MR F SYLVESTER, J GALLAGHER, F J MILLER

1. ON SEPT 26/71 UNDER REF 71/71 WE SENT YOU A TELEX TO AIRFREIGHT  
 AOG PARTS REQUIRED BY THE IIN. YOUR ANSWER BACK BELL HCPTR FTW  
 WAS RECEIVED BEFORE AND AFTER TRANSMISSION OF THIS MESSAGE.
2. ON NOV 5/71 WE RECEIVED YOUR TELEX STATING YOU HAD NOT RECEIVED  
 OUR TELEX 71/71 OF SEPT 26/71.
3. ON NOV 6/71 UNDER REF S/13/1476/BL7101 WE WROTE TO YOU ENCLOSING  
 A PHOTOCOPY OF TELEX 71/71.
4. OUR ACTIVITY REPORT DTD DEC 29/71 REF S/14/1586 FOLLOWED.

UNFORTUNATELY, INSPITE OF THE FACT THAT THIS ORDER WAS CLASSIFIED  
 AOG, WE ARE ASTOUNDED THAT TODATE WE HAVE NOT RECEIVED ANY REACTION  
 FROM BELL HELICOPTER.

WE REQUEST THAT IMMEDIATE ACTION BE TAKEN TO AIRFREIGHT THESE ITEMS  
 DIRECTLY IN THE NAME OF THE IMPERIAL IRANIAN NAVY HEADQUARTERS  
 TEHERAN AGAINST YOUR SIGHT DRAFT DRAWN ON THEM FOR THE TOTAL VALUE  
 (CIF TEHERAN)  
 REGARDS IRANZAD

2575 A TAXI TN  
 BELL HCPTR FTW

*Handwritten initials*

JANUARY 11/72  
REF NO 021/72

(S, P)

ATTENTION: F J MILLER/LOGISTIC CENTER

REF. YOUR TELEX MSG 157, DATED JAN. 10, 72. AS REQUESTED, WE RESEND OUR TELEX MSG 71/71 AS FOLLOWS QUOTE

PLEASE DEBIT OUR ACCOUNT AND AIRFREIGHT FOLLOWING AOG PARTS TO AIRTAXI FOR IIN (IMPERIAL IRANIAN NAVY)

|                      |  |     |                |
|----------------------|--|-----|----------------|
| PN 205-4600-8-2      | OUTER PACK ASSY RH                       | QTY | THREE          |
| 205-4600-8-2         | OUTER PACK ASSY LH                       |     | THREE          |
| 23-3748-01           | ALTIMETER                                |     | THREE          |
| 22-697-06-1          | IND AIR SPEED                            |     | THREE          |
| 23-1400              | ATTITUDE IND                             |     | THREE          |
| 141400-01-01         | ATTITUDE IND                             |     | TWO            |
| 204-040-760-13       | FILTER ELEMENT                           |     | FIFTY          |
| 205-060EEE-061-686-1 | ASSY TUBE (CORROSION<br>RESISTANT STEEL) |     | TEN            |
| 206-061-687-1        | DITTO                                    |     | TEN            |
| 206-061-688-1        | OR DITTO                                 |     | TEN            |
| 206-061-682-1        | DITTO                                    |     | TEN            |
| 206-061-684-1        | DITTO                                    |     | TEN            |
| 206-061-685-1        | DITTO                                    |     | TEN            |
| 206-061-689-1        | DITTO                                    |     | TEN            |
| AN 818-6J            | SLEEVE FLARED                            |     | NINETY         |
| AN 818-3J            | DITTO                                    |     | NINETY         |
| MS 20819-6J          | NUT COUPLING                             |     | NINETY         |
| MS 20819-3J          | DITTO                                    |     | 120            |
| 206-001-523-3        | PLATE                                    |     | TWO            |
| 206-010-421-5        | BUSHING                                  |     | TWO            |
| MS 25-82-2           | PLUG BATTERY                             |     | TWO            |
| MS 25036-2           | TERMINAL                                 |     | FOUR           |
| MS 29561-024         | GASKET                                   |     | FORTY          |
| MS 29561-237         | GASKET                                   |     | TWENTY         |
| MS 29513-024         | GASKET                                   |     | FORTY          |
| MS 29513-237         | GASKET                                   |     | TWENTY UNQUOTE |

ACTIVITY REPORT WAS PUT IN MAIL AS PREVIOUSLY STATED. MR HORSLEY DID RECEIVE HIS COPY. WILL AGAIN PUT A PHOTOCOPY IN MAIL TODAY.

REGARDS IRANZAD

AIRTAXI

**AIR TAXI****MEHRABAD**

40257  
**Tel. :** 668992  
 661967

ارتاکسی

مهرآباد

۲۰۲۵۷  
 ۶۶۸۹۹۲ : تلفن  
 ۶۶۱۹۶۷

January 13, 1972

Mr. F. M. Sylvester,  
 Bell Helicopter Co.,  
 Fort Worth, Texas,  
USA.

Dear Mr. Sylvester:

Herewith I am sending you a  
 photocopy of the Progress Report as  
 promised.

Best regards,

Yours very truly,



\_\_\_\_\_  
 K. Iranzad  
 Commercial Manager

Encl:

mas:

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

۶۶۸۹۹۲ } تلفن

۶۶۱۹۶۷ }

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ ۱۳۵۰/۱۰/۲۶ (Jan 16, 72)

شماره ۱۳۰۰/۱۵۹۹۲

## هواپیمائی نیروی زمینی شاهنشاهی

(هوانیروز)

در باره: کنایه‌های فنی نگهداری و قطعات یدکی هلیکوپترهای پسل

بازگشت پنامه شماره ۶۸-۳/۰۷-۲۰۶ مورخه ۱۳۵۰/۱۰/۱۵

محترماً با اطلاع می‌رساند که در حال حاضر نسخه اضافی از نشریه مورد

درخواست آن نیروی محترم در این شرکت موجود نمیباشد.

خواهشمند است دستور فرمائید در صورت نیاز فوری به نشریه فوق مراتب

را با اطلاع این شرکت پرمسانند تا در مورد درخواست مجدد آن اقدام گردد.

با تقدیم احترام

شرکت هواپیمائی ارتاکسی

2575 A TAXI TN  
BELLHCPTR BRU B

JAN 20, 1972 TWX 951

TO MR IRANZAD

*Hotel Res. OK.  
1/21/72*

AS YOU NO DOUBT ADVISED BY FORT WORTH PROPOSALS NEARING COMPLETION,  
DEE MITCHELL WILL HAND CARRY AND PLAN TO ARRIVE TEHERAN ON TUESDAY  
25TH. I PLAN TO ARRIVE TEHERAN PA 114 22.05 MONDAY 24 JAN.

WOULD VERY MUCH APPRECIATE HOTEL RESERVATIONS MADE AT INTERCONTINEN-  
TAL. ALSO NEED APPOINTMENT TO SEE ALICE WED. MORNING.

MANY THANKS AND BEST REGARDS.

*13.30*

*OK  
21.1.72*

HORSLEY  
BELLHCPTR BRU B  
2575 A TAXI TN

A-229

2575 A TAXI TN  
34TXRADIO PARIS  
2575 A TAXI TN  
CONTAL PARISMKNOW PLAN TO ARRIVE TONIGHT IRAN AIR 738 2230 INSTEAD OF  
114 AS THIS AIRCRAFT EXPERIENCING DELAYS . VERY WILLING TO CATCH  
TAXI TO HOTEL IF YOU ARE TIED UP AND SEE YOU EN ROUTE OFFICE  
FOLLOWING MORNING  
BEST REGARDS  
CHRIS

END

2575 A TAXI TN

*OK  
21.1.72*

YBYRRIBKXITQ  
 BELLHCPTR BRU B  
 \*  
 2575 A TAXI TN

URGENT

JAN 25, 1972 TWX 965

TO MR. C.P.B. HORSLEY

FOLLOWING TWX REC'D THIS MORNING :

QUOTE  
 REF YOURLET CPBH/KH 845 DIRECTOR PETUR SIGURDSSON WILL BE IN  
 BRUXELLES 24/28 JANUARY. PLEASE CONTACT MR. SIGURDSSON CAN BE  
 LOCATED AT ICELAND EMBASSY NATO. URGENT THAT YOU CONTACT HIM IF  
 POSSIBLE.

KJARTANSSON  
ELDTIG  
 UNQUOTE

I WILL TRY TO GET HOLD OF THAT MAN AND TELL HIM I AWAIT YOUR  
 INSTRUCTIONS

14H  
BELLHCPTR BRU B:  
2575 A TAXI TN  
 WELL RCD WILL REPLY LATER BIBI FOR ~~SD~~ HORSLEY

OK  
 BELLHCPTR BRU B:  
 2575 A TAXI TN

LBO

*25-1.72*



2575 A TAXI TN

BELL HELICOPTER BRUSSELS TLX 846-24588  
 JAN 25/72  
 REF 43/72

13.36<sup>4</sup>

RE TWX ICELAND. MR SIGURDSSON IS DIRECTOR ICELANDIC COASTGUARD WHO FOR LONGTIME HAVE BEEN REGARDED POTENTIAL PURCHASERS OF BELL MODEL 212. PLEASE ADVISE MR SIGURDSSON THAT I HOPE TO RETURN BRUSSELS BY THE END OF THE WEEK BUT CAN MAKE NO PROMISES. ALSO THAT I LOOK FOREWARD TO SEEING HIM AGAIN SOON AND EXTEND MY BEST WISHES.

IT WOULD BE MOST APPROPRIATE IF EITHER MR HUNT OR MR DAVIS RETURN TO BRUSSELS IN NEXT COUPLE OF DAYS TO CONTACT MR SIGURDSSON. HE MAY WELL LIKE TO SEE THE 212 DEMONSTRATOR IN UK NEXT WEEK. PLEASE ACKNOWLEDGE KJARTANSSON'S TELEX AND ADVISE HIM OF STATUS MANY THANKS HORSLEY

2575 A TAXI TN

BELLHCPTR BRU B  
 2575 A TAXI TN

25.172

Internal Memorandum

Jan. 26 1972

From: K. Iranzad, Sales Manager.

On the night of January 24 Mr. Horsley and Mr. Mitchell arrived in Teheran. Mr. Mitchell hand-carried Bell Helicopter's proposal. We had already arranged an appointment for them to meet Mr. Dehesh. As scheduled at 10 am on January 25 I accompanied these gentlemen to Mr. Dehesh's office where we submitted Bell Helicopter's proposal. Mr. Dehesh took a quick glance at the proposal and promised to study the proposal thoroughly and give his favourable comments and briefing to General Toufanian for submittal to His Imperial Majesty.



**AIR TAXI**

MEHRABAD

Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date  
Jan. 26, 72

تاریخ

ارتقا کسبی

مهر آباد

تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

کمیته  
خ- ایران زار

گیرنده

مورد درخواست

شب ۲۴ ژانویه C. Horsley از اروپا  
و Mitchell از آمریکا وارد تهران شدند.  
بعین صبح بینهاد BHC را همراه آورده بود. طبق  
درخواست Horsley قبلاً از آقای دمیتریت  
ملاقات و تسلیم بینهاد BHC وقت گرفته شده بود.  
روز ۲۵ ژانویه ساعت ۱۰ صبح در دفتر آقای دمیتر  
نامبرگمان، این قفسه همراه بینهاد بینهاد  
تسلیم کرده و هزاره شدت مطالعه و سایر  
تیمار طوفانیان سوخت اعلامیه فرستادند.

امضاء  
Action Taken

Sgd

اقدام انجام شده

امضاء

Sgd



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

26 January 1972  
35:HVK:je-476

**TO: All Bell Helicopter Model 212 Owners/Operators**

INFORMATION LETTER

Bell Helicopter Company is happy to announce an increase to 600 hours TIME BETWEEN OVERHAUL for the Model 212 helicopter power package combining gear box. This increase is the direct result of several specimen inspections and evaluations conducted to satisfy both Bell Helicopter Company and Federal Aviation Agency requirements established during the early stages of the Model 212 certification program.

Owners/Operators are hereby notified that future TBO replacement of the combining gear box should be coordinated directly with UACL under their established component exchange program.

Bell Helicopter Company and UACL are continuing to conduct selected programs to justify further increases in combining gear box TBO intervals.

for William J. Diehl  
Manager - Service

*Photocopy of this info passed to  
Col. Shafastpant, Chief of Imperial  
Flight Hanger.  
JH 1.4.72*

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable **TEHRAN AIR TAXI**

Date Jan. 31, 1972.

No. S/13/1628.....

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

۶۶۸۹۹۲ } تلفن

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلگراف: تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS, 76101  
U.S.A.Attention John E. Gallagher-Asst. Area Manager International  
Marketing

Dear Sirs,

Re: Bell Model 205A & 205A-1We require three additional copies of Pages 6-169 through 6-259/  
260 which were omitted from Chapter VI of the 205A/1 Maintenance  
and Overhaul Manual, and would appreciate your sending same to  
us at your earliest convenience.Yours faithfully,  
AIR TAXI COMPANY,

K. Branzad,  
Commercial Manager.

2575 A TAXI TN  
BELLHCPT. BRU B

FEB 1, 1972 TWX 984

TO MR. ZANGANEH

✓  
WOULD APPRECIATE YOU REMIND ALICE TO FORWARD A LETTER TO FORT WORTH ADVISING BELL OF IRANIAN REACTION TO THE LATEST PROPOSAL ALONG WITH ITS ACTUAL DESIRES.

BELL MANAGEMENT MUST HAVE A WRITTEN UNDERSTANDING OF TRUE IRANIAN WISHES AND INTENTIONS IN ORDER TO PREPARE THEMSELVES FOR FORTHCOMING MEETINGS IN FORT WORTH ETC. PLEASE ADVISE WHEN SUCH A LETTER IS DISPATCHED.

BEST WISHES  
HORSLEY

BELLHCPT. BRU B<sup>11</sup>  
2575 A TAXI TN

1,272 *AK*



**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM

479, AVENUE LOUISE  
1050 BRUSSELS —

TELEPHONE 49.99.01 - 49.99.02 —

R.C.B. 231  
TELEX 24.588

Brussels, February 4, 1972.  
Ref. CPBH/dr. 908

To : DEALERS AND REPRESENTATIVES -  
EUROPE

Attached is a copy of an interesting article that appeared in a recent issue of Aviation Week and Space Technology.

It highlights the versatile capability and high utilization possible with the Bell model 205A-1.

May this also serve as a reminder that I have not yet received your Monthly Activity Report for January. Please act now. Many thanks.

*Chris Horsley*

C.P.B. Horsley  
Sales Manager  
Europe - North Africa - Middle East

B E L L 2 0 5 A C O M P L E T E S A I R L I F T

Single Bell 205A-1 helicopter airlifted approximately 90 million lb. of bananas over a seven-month period in Costa Rica to overcome an emergency caused by long-term flooding which isolated farms from a railhead.

Standard Fruit & Steamship Co. called in Petroleum Helicopters, Inc., New Orleans, La., late in 1970, after the floods had washed out a bridge serving as the primary surface link from the farms to the railhead.

Following a survey of the problem area, Petroleum Helicopters Vice President L. L. McCombie returned to Rio Frito, Costa Rica, with the Bell 205A-1 turbine-powered helicopter, the commercial version of the Army's UH-1, three pilots and three mechanics.

Since Costa Rica is only 10-deg. north of the equator, there were approximately 13 hr. of daylight per day. Many days the 205A-1 was airborne about 11 hr., and on one day attained 12 hr. utilization.

During the seven-month period, the 205A-1 airlifted 2,287,500 boxes of fruit from the isolated farms to the railhead. The helicopter averaged more than 200 flight hr. per 28-day work period, attaining 241 hr. 50 min. during one period. On a single peak day, the helicopter airlifted 1.2 million lb. of fruit in 252 trips.

( In : Aviation Week & Space Technology, January 17, 1972 )

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Feb. 5, 1972.

No. S/13/1640.....

Yr. Ref. ....

**شرکت هوایی ایرانی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکسی ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Dear Sirs,

Re: Request for Quotation - Helicopter Spare Parts AB205 & 206.

Enclosed, please find photocopy of a letter reference 93/1401-01-3002 dated February 3, 1972, received from Iran Helicopter Industries Co. together with photocopies of the relevant lists which are self-explanatory.

Kindly send your quotation made out in the name of Iran Helicopter Industries Co. direct to this office, i.e. Air Taxi Co.

Thanking you for your early attention to the above we remain,

Yours faithfully,  
AIR TAXI COMPANY.

K. Imanzad,  
Commercial Manager.

2575 A TAXI TN  
 RCANY 129 0758  
 BELLHCPTTR BRU B#  
 2575 A TAXI TN

FEB 7, 1972 TWX 1009

TO MR. ZANGANEH  
 CC MR. IRANZAD

AA PLEASE ADVISE IF ALICE HAS AS YET FORWARDED LETTER TO FORT WORTH AS WE DISCUSSED. IF SO, PERHAPS YOU COULD SECURE COPY AND PHONE ME RE DETAILS.

BB GEN K. I UNDERSTAND RETURNS TEHRAN THIS WEEK. FEEL IT VERY IMPORTANT HIS VIEWPOINTS ESPECIALLY IN RELATION TO HIS RECENT VISIT TO ST. MORITZ EN ROUTE HOME BE ASCERTAINED. PLEASE ADVISE SOONEST.

CC REMAIN FULLY PREPARED TO REVISIT TEHRAN IF YOU OCCUR NECESSARY.

BEST REGARDS  
 HORSLEYKT

BOBOHCPTTR BRU B#  
 2575 A TAXI TNPLS WAIT FOR MY TELEX

*dh*  
 3.2.72

TLX NO 846-24588 BRUSSELS  
 FEBRUARY 7/72  
 REF NO 060/72

ATTENTION: HORSLEY

SINCE YOUR DEPARTURE WE HAVE BEEN TRYING TO CONVINCING MIO TO WRITE YOUR REQUESTED LETTER OUTLINING THEIR REQUIREMENTS FOR THE NEW PROPOSAL, BUT AFTER FEW DAYS OF HESITATION THEY PREFER TO BRING UP THE SUBJECT WHILE VISITING FORT WORTH.

IT SEEMS THAT MODEL 'X' PROJECT AND DEMONSTRATION IS DESIRABLE.

THE TEAM WILL LEAVE TEHRAN ON FEBRUARY 15/1972.

REGARDS ZANGANEH

AIRTAXI

☼  
 BELLHCPTTR BRU BJ  
 P&TUT A TAXI TN BHIM  
 BIBI  
 OK? ZKN77:  
 5

*Model X = 2/4*

*dh*  
 7.2.72





(Feb. 7, 1972)

شماره ۷۰۱-۰۰۱-۱  
تاریخ ۷/۱۱/۷۰  
پیوست

نیروی زیرینی شاهنشاهی  
(تلفن)

از همدین - تهران - ش.  
به ریاست محترم شرکت ایرتاکس  
موضوع ارسال نشریات

تلفظ  
۵/۱۱/۷۰

بدینوسیله از توجهات ریاست آن شرکت در ارسال نشریات هوایی  
جهت من سپاسگزاری مینمایم. % ک س

معاون رئیس ستاد همدین - تهران - سرهنگ ستاد بهرامی

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Feb. 14, 1972.

No. S/13/1678

Yr. Ref. E5:JEG:so-1046

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷ }  
تلفن ۶۶۸۹۹۲ }  
۶۶۱۹۶۷ }

تلفکس ۲۵۷۵

تلفکس: تهران ارتاکسی

تاریخ .....

شماره .....

Mr. John E. Gallagher, Jr.  
International Sales Representative,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.


Dear Mr. Gallagher,

With reference to your letter of December 16, 1971, in answer to our letter of December 1, 1971, reference S/13/1521 regarding a quotation for the Iranian Helicopter Industries.

We believe that the Iranian Helicopter Industries is trying to obtain the best quotations for their present and future requirements. Under the circumstances, we would like you to send us your most competitive quotation for these parts, as per our letter of December 1, 1971, in order that we may present same as soon as possible to the 'Illi' no matter whether or not they eventually confirm the order, in as much as they have requested for quotations.

Best regards,

Yours sincerely,  
AIR TAXI COMPANY,

  
K. Iranzad,  
Commercial Manager.

## شماره مطبوعات

مستور و مالیه و مستور الاموال (مطابق)

تیرا: خیابان مدرس، پانزدهم منتهی به پست ۵۵۱۲۵، منتهی به  
 تلفن: ۳۹۳۵۹۷ - ۳۱۷۷۶۶

روزنامه فرمان (Feb. 22, 72)

شماره ۵۴۸۲ ۲ ۱۲/ ۱۳۵۰

مشاور کارخانه هلی کوپتر سازی

□ کنجاگو اطلاع پیدا کرده است که بجای دماک آرتور، دوم سفیر سابق آمریکا که با افتخار بازنشستگی نااقل آمده و بزودی در يك شرکت هلی کوپتر سازی در بلژیک بعنوان مشاور مشغول کار خواهد شد ممکن است برای آقای دماک آمبر، که از دیپلماتهای جوان آمریکایی است تقاضا آکرمان بشود.

The cut from a Tehran morning paper "Farman" which indicates "Former U.S. Ambassador, i.e. MacArthur II is now retired and he has taken over a new job as "consultant" in a U.S. helicopter Corp. Co. in Brussells.

ش


**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM

 479, AVENUE LOUISE  
 1050 BRUSSELS

TELEPHONE 49.99.01 - 49.99.02

 R.C.B. 231  
 TELEX 24.588

 Brussels, March 10, 1972.  
 Ref. CPBE/mh 1159.

 Mr. Khalil IRANZAD  
 Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran.

(مهر)

18.3.72.

Dear Khalil,

I trust no news is good news for we have not heard from you in some time ! With some chiefs in the U.S. and others in St. Moritz, maybe the action has quietened down.

The visit to Fort Worth went well, I understand, though nothing dramatic took place. The AH-1J still seems to be favoured. Everybody was shocked at the price jag on the 214. We still plan to demonstrate it in Iran sometime this summer.

Mr. Atkins is having a further meeting with General Toufanian this week-end in Washington, and perhaps we can hope for some progress to be made then. I have little doubt that Agusta is busy neutralizing all our good work.

Hopefully all the helicopter requirements will be firmed up by the middle/end of April, according to Mr. Dehesh. Thus in those first few weeks of the month you will need to monitor activities very closely. It may well be that I visit Tehran and assist.

Please don't forget to send me an activity report, even if it is simply to say "nothing to report".

I look forward to seeing you soon, and please convey my warmest regards to all.

*Chris*

C.P.B. Horsley,  
 Sales Manager - Middle East.

2575 A TAXI TN

758229 TELEX PD FORT WORTH TEXAS 3/13/72 325P CST  
MSG 128

AIR TAXI COMPANY  
TEHERAN IRAN

(-1-12)

ATT K IRANZAD

OUR REF NO 880

SUSY'S VISIT WENT WELL. FOLLOWING NEXT SIX WEEKS WILL  
DETERMINE OUTCOME. PLEASE DO NOT TAKE ACTION BUT DO  
KEEP EAR TO GROUND AND PROVIDE INFO YOU MAY RECEIVE.

I REPEAT DO NOT MAKE ANY EFFORT TO ASCERTAIN SITUATION.

LET THEM COME TO YOU. REGARDS.

GALLAGHER  
BELLCRAFT  
END TU RC

2575 A TAXI TN.....M

OK  
14.3.72

1020+VI H USA DE LUJFFH  
BELL HCPTR FTW

2575 A TAXI TN  
BELLCRAFT FORT WORTH TEXAS  
MARCH 14/72  
REF 107/72

1353LT

ATTN GALLAGHER  
REFERENCE YOUR TELEX NO 880, I AM PLEASED TO HEAR THAT SUSY'S  
VISIT WENT WELL. MY BOSS LEFT TEHERAN YESTERDAY FOR THE STATES.  
HE WILL DEFINITELY CALL YOU ON LONG DISTANCE TELEPHONE OR POSSIBLY  
VISIT YOU DURING FIRST WEEK OF APRIL. WE WILL FOLLOW YOUR RECOMMEN-  
DATION ALSO PROVIDE YOU INFO AS WE MAY RECEIVE. BEST REGARDS  
IRANZAD

2575 A TAXI TN

BELL HCPTR FTW

2575 A TAXI TN

OK  
14.3.72



**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM

479, AVENUE LOUISE  
1050 BRUSSELS

TELEPHONE 49.99.01 - 49.99.02

R.C.B. 231  
TELEX 24.588

*91*  
*18.3.72*

*Khahl*

RE M I N D E R

We have not received your monthly activity report for the month(s) of

*Jan - February*

Please airmail as soon as possible.

Many thanks.

Yours sincerely,

*Cris*

C.P.B. Horsley  
Sales Manager  
Europe - North Africa - Middle East

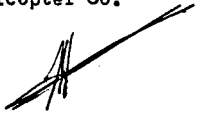
Internal Memorandum

March 19 1972

From: A.H. Zanganeh, Managing Director.

The Iranian Calendar Year is about to end. I had several very important meetings with General Khatami and General Toufanian upon their return from abroad. My intention is to bring myself up to date regarding the overall situation existing these days. Agusta has no important representatives in Teheran. I learned that Victor Emanuel and Corado Agusta had an audience with His Imperial Majesty in St. Moritz and once again they begged him for a further chance. Presently the circumstances are in favour of Bell Helicopter Co. At a meeting with General Toufanian and Mr. Dehesh I learned that they were very impressed and pleased with their trip to the United States particularly with their visit to Fort Worth. Moreover, they said that now that the ground has been broken in favour of Bell Helicopter Co., most probably the number of helicopters required will considerably increase. The required models will also be determined shortly.

In this respect we communicated a message to Bell Helicopter Co.



AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel. 68992  
611967

Date

1

تاریخ

۶۸۹۹۲  
تلفن : ۶۱۱۹۶۷

March 19, 72

From

To

Request

کوبنده  
آقای زند

گیرنده

مورد درخواست

سال مسگر رویان است. بر لزوم مراجعت تیم امران  
مراتب سیم رطوفانان از آمریکا همچنین مراجعت  
تیم رختی مابین، ملاقاتی همی روی داد. قهر  
از کوک تا بریک آفرین اونی را بر روی نمودم. *Agusta*  
نعله در امران خندون نامی برتر نژاد. و به از زار اطلاع  
دهی ویلیور آمانوش و کوارد آگوستا در *St. Moritz*  
که بر اعلی حضرت رسیده و یکبار دیگر تقاضای بکت و نظیر  
خدمت نموده اند.

لینک موقعیت برر خودمانی *Bell* در امران  
کامله آماده است.

اعضای

Action Taken

در ملاقات حضوری با تیم رطوفانان و کار دفتر  
معلوم گردید مسافرت آنها به *Fort Worth* کاملاً  
رفنا تخیر بود است. تحت اظهار داشتند احوال دارد باز من  
خوبم هم در *Bell* در امران فراهم شده است مقدار  
میلکویتری که در خودی سیر از تصور بالاتر از آنچه اکنون  
صحت شده باشد. مدتها در مورد نظر نیز بودی معلوم گردیدند  
در این زمینه مکتوب به *Bell* خامس شد.

Sgd

اقدام انجام شده

Sgd

A. 224



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date March 23 1972.No. S/14/1742Yr. Ref. CPBH/mh 1159

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
تلفن }  
۶۶۸۹۹۲ }  
۶۶۱۹۶۷ }

تکس ۲۵۷۵

تلفرانی : تهران ارتاکسی

تاریخ

شماره

C.P.D. Horsley,  
Sales Manager - Middle East,  
Bell Helicopter Co.,  
479 Avenue Louise,  
1050 BRUSSELS,  
Belgium.

Dear Chris,

Progress Report

Thank you for your letter of March 10, 1972, as well as your 'Reminder' both of which were received here on the 18th.

As requested, I am now enclosing our Progress Report covering the months of January, February and March 1972, and will not fail to contact you if anything further comes to light.

Sincerely,

K. Iranzad,  
Commercial Manager.

mgm

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date March 23 '72.

No. S/14/1741.....

Yr. Ref. CPZH/mh. 1159



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ

شماره

Mr. F.M. Sylvester,  
Vice President - International Marketing,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.

Dear Mr. Sylvester,

Progress Report  
January, February, March '72.

Visit of General Toufanian's Team

We are very pleased to hear that the visit of this team went well. Upon their arrival in Teheran Mr. Dehesh contacted us and advised us that their visit was quite satisfactory and that their "Big News" will be known after about two weeks. We are now anxiously awaiting to hear from them.

Visit of Mr. A.H. Zanganeh to Fort Worth

Mr. Zanganeh left Teheran about mid-March for the United States - he has on his itinerary a visit to Fort Worth to see your facilities there and also find out the details of the meeting of General Toufanian with Bell's Officials.

Iran Helicopter Industries

There is a small activity going on in the IHI for the support of the Iranian helicopter fleet.

According to His Imperial Majesty's instructions, the IHI have been assigned to stock the helicopter spare part requirements of all the Armed Forces. In other words, the spare part budget/s of all the Forces have been transferred to the IHI who will place the spare part orders required by the Armed Forces directly with all the manufacturers adding 5% for their handling charges. The idea is to have an income for the general administration budget of the IHI.

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cabin TEHRAN AIR TAXI

Date 23.3.72

No. S/14/1741

Yr. Ref. GRH/mh. 1149



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

2.

Former U.S. Ambassador in Teheran

Mr. D. Mac Arthur II, the former U.S. Ambassador in Teheran now retired from his diplomatic career, has taken an advisory post in one of the helicopter manufacturing companies located in Belgium. The news does not reveal the name of the company but we presume that it must be either Hughes or Sikorsky who have both got their European offices in Belgium the same as Bell. Mr. Mac-Arthur, who is a young American diplomat, will replace Mr. MacArthur in Teheran.

Imperial Iranian Navy

The Agreement between Air Taxi and the IIN for the supply of ACO parts has not yet been signed neither for Lycoming engines nor for Bell spare parts. We presume that with the beginning of the New Year (March 21, 1972) on allocation of the new budget, this Agreement will be signed.

Ministry of Natural Resources

As a result of our regular contacts and despatch of Bell publications to this Ministry, it appears that they would allocate a budget to purchase a number of small and large helicopters for forest fire-fighting. We are now following the matter with the hope of coming to a positive conclusion.

Imperial Flight Hangar

Col. Shafaatpour is still enquiring about "Fireproof Fuel Tanks" for AB205 and AB212 helicopters. Your telex dated December 29, 1971, was not convincing because you offered fire resistant fuel tanks which are mounted on military helicopters. If available, please offer them fireproof fuel tanks to meet their requirements.

Yours faithfully,  
AIR TAXI COMPANY,

K. Iranzad.  
Commercial Manager.✓ c. c. Handley


**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM, S.A.

 AVENUE LOUISE 479  
 1050 BRUSSELS

Tel. 49.99.05

Telex 24.588

R. C. B. 231

Continental Bank, Brussels, 14/0418

T.V.A. 400.924.259

CIRCULAR LETTER TO  
ALL REPRESENTATIVES

 Brussels, March 30, 1972.  
 Ref: CPBH/pt 1238

Please find enclosed some invitations for the Hannover Air Show. We would appreciate it if you would distribute these to persons you expect to be attending.

Many thanks.

Yours sincerely,

 C.P.B. Horsley  
 Sales Manager  
 Europe - Middle East - Africa

Encs. 5

1. H.R.H. Princess Fatima  
c/o C in C, I.I.A.F.
2. Gen. M. Khatami  
C in C I.I.A.F.  
Tehran, Iran
3. Prince Shahrooz Chafik  
c/o I.I.N. Hq.
4. Dr. H. Khatibi  
Director General Red Lion & Sun Organization
5. Col. Shafiqpour  
Chief of Imperial Flight Hangars
6. Gen. A. Azarbarzin  
Des/Operations  
I.I.A.F. Hq., Tehran, Iran
7. Col. A. Vali  
Commander of Nav-Air (Hava Darya)  
c/o I.I.N. Hq.

8. Mr. M. Madani  
 Director General of Fire Brigade  
 Tehran Iran
19. Gen. H. Joufamean  
 Deputy Minister of War  
 Saltanat Abad
11. Eng. H. Dehesh  
 Deputy Ministry of War for Armament  
 Saltanat Abad
11. Gen. M. Fikrosrowdad  
 C in C, I. I. A. A.  
 Tehran, Iran

2575 A TAXI TN  
BELLCRAFT FORT WORTH TEXAS USA  
TELEX NO 758229  
APRIL 6, 1972  
REF NO 122/72

(میلر خیلر قسم)

ATTN: MR ATKINS  
COPY: MR GALLAGHER

FIRST MEETING HELD WITH AUTHORITES CONCERNED TO DETERMINE  
QUANTITY VARIOUS TYPES. IT APPEARS THAT REQUIREMENT IS MUCH  
HIGHER THAN PREVIOUSLY DISCUSSED.  
TYPES AND DELIVERY SCHEDULE WILL BE DETERMINED LATER.  
HOPEFULLY FINAL DECISION WILL BE REACHED BEFORE END APRIL.  
WILL KEEP YOU INFORMED OF ANY PROGRESS AND/OR DEVELOPMENT.  
MANY THANKS FOR YOUR HOSPITALITY.  
BEST PERSONAL REGARDS.

- A H ZANGANEH

DID YOU RECIEVE THIS MESSAGE OK?

2575 A TAXI TN  
73)) 054 052  
BELL HCPTW FTW

cc Mr. [unclear]

6.4.72



**BELL HELICOPTER**

A DIVISION OF TEXTRON ATLANTIC BELGIUM, S.A.

AVENUE LOUISE 479  
1050 BRUSSELS

Tel. 49.99.05  
Telex 24.588

R. C. B. 231

Continental Bank, Brussels, 14/0418

T.V.A. 400.924.250

*دريوش*

CIRCULAR LETTER TO:

ALL DEALERS/REPRESENTATIVES - EUROPEAN REGION

Brussels, April 10, 1972.  
Ref: CPBH/pt. 1259

We would appreciate information regarding your plans to attend the Hannover Air Show (April 21 - May 1).

Also a list of persons from your region who you feel will most likely pay the Bell Chalet a visit at the Show.

With this information, we will do all we can to assist them when they visit.

Thanking you in advance for your co-operation.

Sincerely,

*Chris*

C.P.B. Horsley  
Sales Manager  
Europe - Middle East - N. Africa



BELL HELICOPTER

APRIL 12/72

REF 132/72

ATTN: MR. SYLVESTER

*cc: JFA/ED*

MEETING WITH TOUFANIAN 4.12.72 CONFIRMED QUANTITIES OF AIRCRAFT REQUIRED PER MY EARLIER REPORT. HOWEVER TOUFANIAN QUALIFIED IT BY STATING DUE TO THE OBVIOUS HIGHER COST OF THE LARGER PROGRAM H.I.M. COULD WELL DECIDE TO DECREASE THE QUANTITIES BUT NOT BY VERY MUCH.

TOUFANIAN STATED IT LOOKS AS THOUGH THEY WILL REQUIRE A DEMONSTRATION IN COUNTRY FOR THE AH-1G, AH-1J AND 214A IN AUGUST. I STATED WE THEN REQUIRE A LETTER OF INTENT ALONG THOSE LINES WE DISCUSSED PER TELECON 4.11.72.

PRESENTATION OF PROGRAM TO H.I.M. IS SCHEDULED FOR THIS AFTERNOON AND THURSDAY MORNING FOR APPROVAL. DEHESH STATES HE WILL DO UTMOST TO SHOOT DOWN IN COUNTRY DEMO AS IT NOT NECESSARY AND RESULT IN DELAY OF PROGRAM IMPLEMENTATION.

TOUFANIAN HAS REQUESTED I STAY THROUGH SATURDAY AS HE WILL KNOW H.I.M. DECISION BY THEN AND CAN PROVIDE ME WITH LETTER OF INTENT IF DEMO FIRM.

DEHESH CONFIRMS BELL HAS AT LEAST ATTACK PORTION OF PROGRAM. TRANSPORT PORTION IS STILL CLOUDED BY AGUSTA AND WILL NOT LIKELY CLEAR UNTIL AFTER CORRADO VISIT.

PAGE 2

TOUFANIAN STATES ENTIRE PROGRAM WILL BE DEFINED IN 15 DAYS.

EARLIEST POSSIBLE DATE TO LEAVE SUNDAY. ACCORDINGLY WHAT  
REQUIREMENTS REFERENCE BELL AGUSTA MEETINGS?

PLEASE ADVISE WIFE OF DELAY IN RETURN.

HAVE SCHEDULED MEETINGS WITH MAAG, DEHESH AND KHOSRODAD OVER  
NEXT TWO DAYS. WILL KEEP YOU POSTED.

PERFORMANCE OF AIR TAXI HAS BEEN OUTSTANDING AND HAS CONTRIBUTED  
SIGNIFICANTLY TO PROGRAM.

BEST REGARDS.

GALLAGHER

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668972  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date April 16 1972.No. S/13/1026Yr. Ref. CPBH/pt 1238

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۷۲

۶۶۱۹۶۷

تلکسی ۲۵۷۵

تلفگرافی: تهران ارتاکسی

تاریخ

شماره

Mr. C.P.B. Horsley,  
Sales Manager E/ME/A,  
Bell Helicopter Co.,  
Avenue Louise 479,  
1050 BRUSSELS,  
Belgium.

Dear Mr. Horsley,


Re: Hannover Air Show - BELL CHALET

We received the invitations enclosed with your letter of March 30, 1972. Together with some six additional invitations given to us by Mr. Gallagher, who is currently here, we extended invitations to the following personalities:

1. H.R.H. Princess Fatima Pahlavi, C/o CinC, IIAF.
2. General M. Khatami, CinC, IIAF.
3. Prince Shahriar Chafik, IIN.
4. Dr. H. Khatibi, Director, Red Lion & Sun Organization.
5. Col. Shafaatpour, Chief, Imperial Flight Hangar.
6. General A. Azarbarzin, DCs/Operations, IIAF.
7. Colonel A. Vali, Commander NAV-AIR, IIN.
8. Mr. M. Madani, Director General, Fire Brigade.
9. General H. Toufanian, Deputy Minister of War.
10. Eng. H. Dehesh, Deputy Ministry of War for Armament.
11. General M. Khosrowdad, CinC, IIAA.

We take this opportunity to extend our best wishes to BELL in the coming Air Show, and remain,

Yours sincerely,  
AIR TAXI COMPANY,

  
K. Iranzad,  
Commercial Manager.

mgm



## VEZARATE JANG

DEPUTY MINISTRY OF WAR FOR ARMAMENT  
SALTANAT-ABAD TEHRAN, IRAN

Mr. J. F. Atkins  
President  
Bell Helicopters Company  
Fort Worth Texas

Telegrams: TASHIAT  
Telephones: 884078-881601  
Telex: 2703

Your Ref:

Our Ref: 2/1401-01-71-7

Date: Apr. 18, 1972

Dear Mr. Atkins,

1. Further to our conversations during my visit to Fort Worth I am pleased to inform you of the firm intent of the Imperial Government of Iran to acquire the AH-1J and 214 helicopters for the Imperial Iranian Ground Forces.
2. This decision is contingent upon satisfactory performance of subject aircrafts per applicable specifications and satisfactory coproduction arrangements.
3. We shall provide 2 C-130 aircrafts to airtransport these helicopters to Iran and return, you shall however bear the cost of the evaluation.

Yours Truly,

*H. Toufanian*  
Lt. Gen. A. Toufanian  
Deputy Minister of War  
for Armament.

Copy to:

Maj. Gen. Ellis W. Williamson,  
Chief of ARMISH-MAAG  
Tehran-Iran

FORM 309 MOHMATSAZI

VIA ROMA 1042 GMT DFDFP  
 BELL HCPTR FTW  
 X  
 2575 A TAXI TN

(جلیلی خانی)

1411

BELL HELICOPTER CO  
~~APRIL 18/72~~  
 REF 137/72

ATTENTION MR ATKINS

AS A RESULT OF THE SUPREME AND TIRELESS EFFORTS OF GALLAGHER  
I AM PLEASED TO INFORM YOU THAT THE LETTER OF INTENT EVIDENCING  
FIRM INTENT OF GOI TO ACQUIRE MODELS AH-1J AND 214A, SUBJECT  
SATISFACTORY IN-COUNTRY DEMONSTRATIONS, HAS BEEN SIGNED TODAY.  
MR GALLAGHER WHO IS ON HIS WAY TO FORT WORTH IS HAND CARRYING  
SAME LETTER.  
AWAITING ANY FURTHER INSTRUCTIONS AND CONGRATULATIONS TO ALL  
CONCERNED, BEST PERSONAL REGARDS

ZANGANEH

2575 A TAXI TN

BELL HCPTR FTW

18.4.72

Internal Memorandum

April 18 1972

From: K. Iranzad, Sales Manager.

To-day is one of the most remarkable days in the history of Air Taxi Co. in that we reaped the harvest of several years of efforts. We received the Letter of Intent ref. 2/1401-01-71-7 dated April 18, 1972, addressed to Bell Helicopter Co. signed by General Toufanian indicating the firm intent of the Imperial Government of Iran to acquire the AH-1j and 214 helicopters. Subject to satisfactory performance and demonstration. In order to prevent loss of this letter in the mail we requested Mr. Gallagher, BHC's representative to hand-carry it to Fort Worth. In the same Letter of Intent they undertake to provide two C-130 aircraft to airlift the helicopters to Iran and back to Fort Worth for the purpose of demonstration. Immediately, after receipt of this letter Mr. Zanganeh approached General Khatami who personally instructed General Azarbarzin, DCS/Ops, IIAF, to arrange the departure of two C-130 aircraft for this purpose. General Khatami's orders explicitly indicated that in the event of the unavailability of C-130s in Iran for this specific purpose, any other C-130 aircraft already assigned for another mission would be diverted to fly to Fort Worth and accomplish this important mission.

18

AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel. 68992  
611967

Date

1

تاریخ

۶۸۹۹۲  
تلفن : ۶۱۱۹۶۷

April 18, 72

From

کوبنده خ-ایران زاد

To

امروز نیمی جنین سال کونتر بازرگانی همانند خود را با همکاران

گیرنده

Request

Bell دست آوردیم. نامه "Letter of Intent" با عنوان  
تیمار لوهو فان منی مدیریت جهت ابرون است نامشروع  
مدل بلیتویر (214 و AH-1J) را لفظ و در دست  
برابر احتیاط و اصرار از سفود شدن نام کطکر آزاد است به  
Bell برود. خود کس نام صورت است منوط به نامشروع  
رضایجنین این دو مدل بلیتویر جهت ابرون قبول نموده  
تقدیر بجهت از هر کلام فریادار نماید.

مورد درخواست

قیمت ترتیب و دستور لایحه جهت انضمام در فروردین ماه

امضاء

130- C جهت آوردن و همچنین برگرداندن هم فروردین

Sgd

Action Taken

بلیتویر و در هر رابطه به بنرین بپوشان صلاح است. آنجا  
زنگنه نسبتاً با تمسار خانم و سایر آذربایجان مقامات

اقدام انجام شده

در مورد تیراج در لایحه 130- C جهت ترتیب لایحه را

دادند. حق حضور و گزارش در پایان 130- C بود

Sgd

تمام در آذربایجان هم به صورت دیگر انضمام شده بود هم فروردین امضاء  
از مقامات خود را در وقت آمدن بلیتویر به همان صورت در دست کردند

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



آسیانه هواپیماهای سلطنتی  
IMPERIAL FLIGHT HANGAR

## شرکت هواپیمایی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفرانی: تهران ارتاکسی

تاریخ: ۳۰.۱/۲۲/۷۷ (April 22, 1977)  
شماره: ۱۱۱۱۱۱

درباره - کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای بیل

با کمال احترام بهیوست ۱ جلد نشریات فنی هلیکوپترهای بیل 212 ن

به شرح زیر تقدیم می‌نماید.

| DES.               | QTY. |
|--------------------|------|
| Maintenance Manual | 1    |

خواهشمند است دستور فرمایند وصول نشریات فوق را در تاریخ رونوشت این نامه کسه

بهیوست می‌باشد کتبا" اعلام فرمائید.

ضمناً در آتیه آنچه اوزان متم و ضمايم اضافی و غیره برسد فرما" جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد شد.

باتقدیم احترام

شرکت هواپیمایی ارتاکسی



BELL HELICOPTER COMPANY

*1, 100 (10)*  
Letter of Intent - Bell - 15

April 25, 1972

Lt. Gen. H. Toufanian  
 Deputy Minister of War for Armament  
 Saltanat-Abad  
 Tehran, Iran

Reference: Your Letter 2/1401-01-71-7 dated  
 April 19, 1972.

Dear General Toufanian:

I was very pleased and happy to receive the letter of intent from the Government of Iran covering the procurement of the Bell models AH-1J and 214. I want to express my appreciation of this vote of confidence in the Bell products and the Bell company. You can be sure that we will dedicate our full resources to assure the success of your helicopter program.

Bell has initiated the following actions in accordance with the letter of intent:

1. We have initiated a request to the U.S. Government for bailment of a Model AH-1J with necessary armament and ordnance for the demonstration.
2. Bell's Engineering and Manufacturing Departments have initiated the necessary action to finally configure and prepare the Model 214 demonstrator.
3. The Flight Test Department is preparing a plan of demonstration and evaluation for the two aircraft and this plan will be available to the Government of Iran by May 15 for your comments and suggestions.
4. The Program Management Department has initiated the preparation of a total plan for carrying out the eventual production program. This includes schedules, specifications, legal documents, pricing, etc.

Bell representatives are prepared to return to Iran in mid May to discuss plans for the August demonstration, the configuration of the aircraft, the planning of the total program, etc.

|                   |                                     |
|-------------------|-------------------------------------|
| APR 25 1972       |                                     |
| Approved:         | <i>George J. McE...</i>             |
| Sent:             | <i>Justing...</i>                   |
| Delivered To:     |                                     |
| Vice President    | <input checked="" type="checkbox"/> |
| Manager           | <input checked="" type="checkbox"/> |
| Technical Support |                                     |
| Administration    | <input checked="" type="checkbox"/> |
| Washington Office | <input checked="" type="checkbox"/> |
| Manager Sales     |                                     |
| File:             | IRN 2-5                             |
| <i>Don J...</i>   |                                     |





BELL HELICOPTER COMPANY

109-2

*I am prepared to return to Iran when you feel it would be most helpful in finalizing arrangements for the total program. During this next visit I would like to have the opportunity to meet with his Majesty in order to express my appreciation of his confidence in our company and to offer my assurance of Bell's complete dedication to the success of the Iranian helicopter program.*

*In closing, I would like to express my appreciation of the courtesies which your office and your associates extended to Jack Callagher, and I hope that I will have the opportunity to meet with you in the not too distant future.*

*Sincerely,*

*J. F. Atkins*

*JFA:ij*

|                      |           |
|----------------------|-----------|
| COMMUNICATIONS DEPT. |           |
| APR 25 1972          |           |
| Ref. No.             | Europe/ME |
| Project              |           |
| Director             |           |
| Assistant            |           |
| Washington Office    |           |
| Manager Sales        |           |
| File                 | IRN 2-5   |



BELL HELICOPTER COMPANY

(مجلس خبرگان)

April 25, 1972

Chis Duke

Major Gen. Ellis W. Williamson  
Chief, AFMISH MAAG  
AFC New York, New York 09205

Dear General Williamson:

We were very pleased and happy to receive the letter of intent from the Government of Iran covering the procurement of the models AH-1J and 214. We have commenced preparation for the demonstration of the aircraft in Iran during August. We will have Bell personnel visit Iran during the interim period and make the necessary arrangements for the demonstration site, to review the test and evaluation plan, etc.

I want to express my appreciation for the assistance that your office rendered in helping us to develop this program.

Hope to see you in Iran soon.

Sincerely,

J. A. Atkins

10:JFA:jj-065

758229 BELL HELICOPTER CO FT WORTH TEX MSG 257 4-25-72 130PM

951-2575 AIR TAXI CO  
TEHERAN IRAN

ATTN IRANZAD

OUR REF 0931

REF YOUR TELEX 142/72 SPARES DEPT WILL ANS DIRECTLY.

NEW SUBJECT

PRESENT PLANNING INTENDS THAT WE PRESENT DEMO PLAN TO SUSY AND COMPANY BY MID MAY FOR HER CONCURRENCE. NEED TO KNOW WHAT FORMALITIES WILL BE REQUIRED IN ENTRY IN COUNTRY OF AH-1J AND 214A, I.E., CUSTOMS REQUIREMENTS -- DO WE NEED TO PREPARE ANY PECULIAR DOCUMENTS, ETC.

ANY OTHER NEWS FROM YOUR END.

BEST REGARDS.

GALLAGHER BELLCRAFT

END BL#

2575 A TAXI TN,,,,,T

26/04 22.46 \*\*\*\*\*  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 278 4-26-72 345PM

951-2575 AIR TAXI  
TEHERAN IRAN

ATTN ZANGAKETH

OUR REF 0933

REFURTELEX 150/72. AIR MAILED RESPONSE TO LETTER OF INTENT TUESDAY APRIL 25 OVER ATKINS SIGNATURE ADDRESSED TO SUSY.

REGARDS.

GALLAGHER BELLCRAFT

END BL#

2575 A TAXI TN,,,,,

*OR*  
27.4.72

BELL HCPTR FTW  
2575 A TAXI TN

16.16

(12)

BELL HELICOPTER CO  
~~APRIL 28/72~~  
REF 150/72

ATTN GALLAGHER  
REFERENCE YOUR TELEX NO 931, ACCORDING TO MR DEHESH SINCE TWO HELICOPTERS WILL BE FLOWN TO AND FROM TEHERAN BY IIAF C-130, NO CUSTOMS OR OTHER FORMALITIES WILL BE REQUIRED. HE WANTS YOU TO WRITE A LETTER, WITH REFERENCE TO THE LETTER OF INTENT/INVITATION GIVING EXACT PLAN/DATE FOR DEMONSTRATION. HE WILL THEN SIGNIFY ~~IF~~ HIS CONCURRENCE AND CONFIRM HIS APPROVAL ALLOWING TWO HELICOPTERS LEAVE COUNTRY AFTER DEMONSTRATION. BEST REGARDS ZANGANEH

2575 A TAXI TN

BELL HCPTR FTW  
2575 A TAXI TN

26.4.72

759229 BELL HELICOPTER CO FT WORTH TEX MSG 303 4-28-72 340PM.

951-2575 AIR TAXI CO  
TEHERAN IRAN

ATTN ZANGANEH

OUR REF 0937

UNDERSTAND U. S. NAVY HAS CABLED ARMISH MAAG THAT THEY WILL LEASE AH-1J TO BELL. OPERATING AND DEPRECIATION CHARGES AND THIRD PARTY LIABILITY TO BE CHARGED TO IRAN ACCOUNT. THIS IS CONTRARY TO OUR UNDERSTANDING WITH IRANIAN GOVERNMENT. OUR POSITION TO BE RELAYED TO APPROPRIATE OFFICES IN U. S. DOD IS THAT THESE CHARGES SHOULD NOT BE BORNE BY IRAN. PLEASE RELAY THIS MESSAGE TO COLONEL DUNCAN OF ARMISH MAAG IMMEDIATELY. BEST PERSONAL REGARDS. PLEASE CONFIRM RECEIPT OF THIS TELEX BY RETURN WXXX TELEX.

GALLAGHER BELLCRAFT

END BL#:  
2575 A TAXI TNT

29.4.72

2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 13 5-2-72 1155AMCST  
AIR TAXI TEHERAN IRAN 951 2575

ATTN A H ZANGANEH

PLEASE CONFIRM THAT LETTER OF RESPONSE SIGNED BY ATKINS ADDRESSED TO SUSY HAS BEEN RECEIVED .IF NOT HAVE YOUR COPY DELIVERED TO SUSY.

SYLVESTER  
BELLCRAFT  
ENMC

2575 A TAXI TNM

*Handwritten initials*  
3.5-72

03/05 17.17  
2575 A TAXI TN

758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG 25 5-3-72  
1115AM CST  
AIR TAXI CO TEHERAN IRAN 951 2575

ATTN ZANGANEH

OUR REG 1942

RECEIVED WORD FROM U . S. ARMY SOURCES ~~THAT~~ <sup>R</sup>THEY RECEIVED THIS MORNING CALL FROM ARMISH MAAG THAT GRACE IS STIRRING POT AND IN ADDITION A RUSSIAN TEAM IS IN COUNTRY ALSO COMPLICATING MATTERS AND REQUESTS THAT BASS ARRIVE AS SOON AS POSSIBLE TO PRESENT THEIR PROGRAM . URGENTLY REQUIRE STATUS OF SITUATION AT PRESENT IN DETAIL AND ANSWER TO MR SYLVESTER'S TELEX OF MAY 2. REGARDS

GALLAGHER  
BELLCRAFT  
ENMC

*lv*  
CORRECTION FIRST LINE SHD RD SOURCES THAT THEY RECEIVED  
END MSG

*Handwritten initials*  
4.5.72

2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 36 5-3-72 330PM CST  
AIR AIR TAXI CO TEHRAN IRAN 951 257

ATTN : A H ZANGANEH

PLEASE DELIVER THE FOLLOWING INFORMATION TO LT . GEN . H. TOUFANIAN ,  
MR . H. DEHESH AND BRIG . GEN M. KHOSRODAD.

PRESENT PLANS CALL FOR THE FOLLOWING BELL PERSONNEL TO ARRIVE  
TEHRAN ON FRIDAY , MAY 19TH .

|                  |   |
|------------------|---|
| F. M . SYLVESTER | VICE PRESIDENT -<br>INTERNATIONAL MARKETING           |
| C. R. RUDNING    | VICE PRESIDENT -<br>PROGRAM MANAGEMENT                |
| E. J. SMITH      | <i>(error)</i> <u>VICE FLIGHT OPERATIONS ENGINEER</u> |
| J. E. GALLAGHER  | REGIONAL MARKETING MANAGER                            |

PURPOSE OF THIS VISIT IS TO FINALIZE PLANS AND TO COMPLETE  
DETAILED PREPARATIONS FOR THE DEMONSTRATION OF THE BELL AH-1J  
AND 214 HELICOPTERS . ALSO TO DEFINITIZE HELICOPTER SPECIFICATIONS  
AND TO ACHIEVE AN UNDERSTANDING OF MAJOR CHANGES TO THE PROGRAM  
MADE SINCE OUR PROPOSAL PRESENTATION IN TERMS OF  
QUANTITIES, SCHEDULES AND CO-PRODUCTION PHASING.

WE PLAN TO BE IN IRAN FOR A FULL WEEK DEPARTING ON OR ABOUT  
MAY 26TH .

ADDITIONALLY, PLEASE RESERVE INTER-CONTINENTAL FOR THIS PERIOD -  
TWO SINGLE ROOMS PLUS ONE TWO BEDROOM SUITE WITH SITTING ROOM  
AND CONFIRM TO BE BY RETURN TELEX .  
A CONFIRMING LETTER FOLLOWS .

SYLVESTER  
BELL-CRAFT  
ENMD  
CVC  
2575 A TAXI TN  
363

*26*  
*4.5.72*

HO PLS  
 VIA WIEN 0845 GMT DFDFFDFDF  
 BELL HCPTR FTW

2575 A TAXI TN

*1201 pm.*

BELL HELICOPTER CO  
 MAY 4/72  
 REF 156/72

ATTN GALLAGHER

REUR MSG 13 MAY 2 BOTH SUSY AND WE HAVE RECEIVED LETTER RESPONSE  
 SIGNED BY MR ATKINS.

REUR MSG 25 MAY 3, WE ARE ENQUIRING STATUS SITUATION AT PRESENT  
 AND WILL TELEX ASAP.

REUR MSG 36 MAY 3, ACCOMMODATION ARRANGED HOTEL INTER-CONTINENTAL  
 AS REQUESTED.

ATTN DON POWELL/ LOGISTIC CENTER.

SUBJECT: PO GTR023.

REFERENCE YOUR TELEX 20 DATED MAY 1/72, PLEASE AIRSHIP IMMEDIATELY  
 TWENTY EACH LAMP PN/MS25069-1495 AND SEND THE REMAINDER ASAP

REGARDS IRANZAD

2575 A TAXI TN

BELL HCPTR FTW

2575 A TAXI TN

*OK  
 4.5.72*

2575 A TAXI TN  
RCA 03604 1241

758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 48 5-4-72  
AIR TAXI CO TEHRAN IRAN 951 2575  
HEREWITH CORRECTED COPY OF MSG 36 SENT ON 5-3-72

ATTN A H ZANGANEH

PLEASE DELIVERY THE FOLLOWING INFORMATION TO LT. GEN . H . TOUFAMIAN,  
MR . H. DEHESH AND BRIG . GEN . M. KHOSRODAD .

PRESNET PLANS CALL FOR THE FOLLOWING BELL PERSONNEL TO ARRIVE  
TEHRAN ON FRIDAY , MAY 19TH.

- F. M. SYLVESTER VICE PRESIDENT - INTERNATIONAL MARKETING
- C. R. RUDNING VICE PRESIDENT - PROGRAM MANAGEMENT
- E. J. SMITH OK CHIEF FLIGHT OPERATIONS ENGINEER
- J. E. GALLAGHER REGIONAL MARKETING MANAGER

PURPOSE OF THIS VISIT IS TO FINALIZE PLANS AND TO COMPLETE  
DETAILED PREPARATIONS FOR THE DEMONSTRATION OF THE BELL AH-1J  
AND 214 HELICOPTERS . ALSO TO DEFINITIZE HELICOPTER SPECIFICATION  
AND TO ACHIVE AN UNDERSTANDING OF MAJOR CHANGES TO THE PROGRAM  
MADE SINCE OUR PROPOSAL PRESENTATION IN TERMS OF QUANTITIES,  
SCHEDULES AND CO-PRODUCTION PHASING.

WE PLAN TO BE IN IRAN FOR A FULL WEEK DEPARTING ON OR ABOUT MAY  
26TH.

ADDITIONALLY, PLEASE RESERVE INTER-CONTINENTAL FOR THIS  
PERIOD - TWO SINGLE ROOMS PLUS ONE TWO BEDROOM SUITE WITH  
SITTING ROOM AND CONFIRM TO ME BY RETURN TELEX .  
A CONFIRMING LETTER FOLLOWS .

SYLVESTER  
BELLCRAFT

ENDMSG

*"Repeated telex"*

*JA  
6.5.72*





**BELL HELICOPTER COMPANY**  
 POST OFFICE BOX 402 • FORT WORTH, TEXAS 76101

**FRANK M. SYLVESTER**  
 VICE PRESIDENT-INTERNATIONAL MARKETING

May 4, 1972

(عبدالحمید توفانیان)

Lt. Gen. H. Toufanian  
 Deputy Minister of War for Armament  
 Saltanat-Abad  
 Tehran, Iran

Dear General Toufanian:

This should serve to confirm my cable of May 3rd in which I informed of plans for a group of Bell Helicopter officials to arrive in Tehran on May 19th. In addition to the undersigned, the group will consist of:

|                 |  |
|-----------------|--|
| C. R. Rudning   | Vice President -<br>Program Management |
| E. J. Smith     | Chief Flight Operations<br>Engineering |
| J. E. Gallagher | Regional Marketing<br>Manager          |

The purpose of the visit is to finalize plans and to complete detailed preparations for the demonstration of our Model AH-1J and Model 214 helicopters to the Imperial Iranian Armed Forces. This is in accordance with your letter dated April 18th to Mr. J. F. Atkins, President, and his reply dated April 25th.

By separate letter to Air Taxi, our representative, we have provided him with a detailed list of items that need to be reviewed, studied and resolved during our stay. These include such things as demonstration sites, schedules, transportation, supporting facilities and services, performance data, etc.

In advance of our arrival our representative will have alerted appropriate organizations and officials of our need to explore

Page No. 2

these important areas with them and to plan with them what we are confident will result in a most successful and productive program.

I was greatly disappointed that I was unable to be in Fort Worth at the time of your recent visit to Bell.

Messrs. Ducayet and Atkins join me in sending our warmest personal regards, and I look forward to renewing our acquaintance in about two weeks.

Sincerely,

  
Frank M. Sylvester

FMS:pb-105

cc: Mr. H. Dehesh  
Mr. A. H. Zanganeh



BELL HELICOPTER COMPANY

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

May 4, 1972

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Deputy Minister of War for Armament  
Saltanat-Abad  
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Frank M. Sylvester

FMS:pb-105

✓ cc: Mr. H. Dehesh  
      Mr. A. H. Zanganeh



**BELL HELICOPTER COMPANY**  
 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

**FRANK M. SYLVESTER**  
 VICE PRESIDENT-INTERNATIONAL MARKETING

May 4, 1972

(حسرت قاسمی)

Mr. A. H. Zanganeh  
 Managing Director  
 Air Taxi Company  
 Mehrabad Airport  
 Tehran, Iran

Dear Mr. Zanganeh:

Enclosed is a letter that should be urgently delivered to Lt. Gen. Toufanian and a copy for Mr. H. Dehesh.

Your copy is also enclosed.

Jack Gallagher will send immediately a list of items that need to be discussed with appropriate officials during our forthcoming visit. It is extremely important that all of these people be contacted and informed prior to our arrival.

We will rely on you to arrange a full and productive schedule from Saturday morning, May 20th, through the ensuing week, and would like to review that schedule with you immediately upon our arrival. Perhaps you could, by return telex, give me your preliminary thinking as to the people we must contact and a schedule that we can start planning around.

I look forward with a great deal of pleasure to this visit and particularly to seeing you and your associates once more.

Sincerely,

Frank M. Sylvester

FMS:pb-106

2575 A TAXI TN

#1

2575 A TAXI TN

758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG 47 5-4-72  
AIR TAXI CO TEHERAN IRAK 951 2575  
ATTN: A H ZANGAREH

IN TELEPHONE CONVERSATION LAST NIGHT ALICE INFORMED THAT  
SUSY HAS NOT RECEIVED ATKINS' LETTER DATED APRIL 25 COPY  
OF WHICH WAS SENT TO YOU .  
PLEASE RECONFIRM BY RETURN TELEX THAT THE LETTER  
HAS IN FACT BEEN RECEIVED BY BOTH AND ADVISE THE REACTION OF EACH  
TO IT .

SYLVESTER  
BELLCRAFT  
ENDMC

*27*  
*6-5-72*



BELL HELICOPTER COMPANY  
 POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
 VICE PRESIDENT-INTERNATIONAL MARKETING

May 4, 1972

Lt. Gen. H. Toufanian  
 Deputy Minister of War for Armament  
 Saltanat-Abad  
 Tehran, Iran

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The purpose of the visit is to finalize plans and to complete detailed preparations for the demonstration of our Model AH-1J and Model 214 helicopters to the Imperial Iranian Armed Forces. This is in accordance with your letter dated April 18th to Mr. J. F. Atkins, President, and his reply dated April 25th.

By separate letter to Air Taxi, our representative, we have provided him with a detailed list of items that need to be reviewed, studied and resolved during our stay. These include such things as demonstration sites, schedules, transportation, supporting facilities and services, performance data, etc.

In advance of our arrival our representative will have alerted appropriate organizations and officials of our need to explore

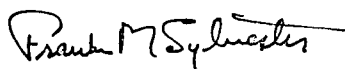
Page No. 2

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I was greatly disappointed that I was unable to be in Fort Worth at the time of your recent visit to Bell.

Messrs. Ducayet and Atkins join me in sending our warmest personal regards, and I look forward to renewing our acquaintance in about two weeks.

Sincerely,

A handwritten signature in cursive script that reads "Frank M. Sylvester". The signature is written in dark ink and is positioned above the printed name.

Frank M. Sylvester

FMS:pb-105

cc: Mr. H. Dehesh  
Mr. A. H. Zanganeh




**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

May 5, 1972

Our Reference:  
F:JEG:cmt:1130

*Host -*  
Comptroller 214 - 212  
(-1000)

Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company  
Mehrabad Airport  
Teheran, Iran

Dear Mr. Zanganeh:

Further to Mr. Sylvester's letter of May 4th, the following should provide you with a list of action items that need to be discussed during our intended visit on May 19th.

The main purpose is to present a demonstration outline and suggested scenario that Bell would like to demonstrate to the Imperial Iranian Ground Forces.

Meetings must be established prior to our arrival with the appropriate Iranian officials involved to discuss:

1. Specific demonstration dates, locations and schedules. ✓
2. Establish a schedule to pick up the AH-1J and 214A at Fort Worth and transport to Iran via IIAF C-130. ✓
3. The availability of Imperial Iranian Ground Forces personnel that may be involved in the demonstration. Additionally, who will be the Iranian military coordinator? } *is*
4. What facilities will be available to us for such things as briefings to include slide and 16mm film projectors? *ok*
5. What accommodations are there for approximately 20 to 25 people at each location? *Tehran*
6. Can military vehicles and/or aircraft be utilized for transportation and support of personnel and aircraft? *ok*
7. Fueling requirements - source and delivery. Availability of standard Huey ground support equipment at each demo site, i.e., APU - ground handling wheels, etc. *is it correct?*
8. Entry into and out of Iran. *is it correct?*

continued....



Mr. A. H. Zanganeh  
Air Taxi Company

- 2 -

May 5, 1972  
F:JEG:cmt:1130

9. We need to visit the proposed demonstration sites and survey appropriate areas. Incidentally, it is our intention to demonstrate live firing of the AH-1J Cobra and conduct staged combat assault. *Phonetic or*
10. Hangar and maintenance space. (Will such equipment as a hoist to reassemble aircraft be available upon arrival in Iran?) *3/3/72*
11. Communications - type, frequency NAV aids. ✓ *1/11*
12. Aircraft display and security. *no display*
13. Interpreters (if required).
14. Operations base, or bases. *Tehran*
15. Organizational chart which provides job titles, name and rank of Iranian Armed Forces Structure.

I look forward to seeing you soon and the establishment of a very successful program.

Best personal regards,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
International Regional Manager

✓ P.S. Please give best regards to Khalil.

TEHERAN UHF TWR 257.8 - ARR 362.3  
 VHF TWR 118.1 - ARR 119.7 - GRN 121.9 -  
 CENT 127.1 - 126.7 - 123.9  
 TACAN CHANNEL 80 - VOR 113.3 - ILS 110-3  
 ADF - 275 - 408 - 380 - 358 - 397 - 373

ISFAHAN VHF TWR 118.1 ARR 119.1  
 VOR 112.5 ADF 337

SHIRAZ UHF TWO 257.8 APR 362.3  
 VHF TWR 118.1 APR 119.1  
 TACAN CH 94 VOR 114.7 ADF 205 - 397

BUSHIRE UHF  
 VHF 118.1 TAC CH 59 ADF 362

VAHDATI UHF TWR 257.8 - APR 362.3  
 VHF TWR 118.1 APR 119.7  
 TAC CH 92 ADF 293

SHAHROKHI UHF TWR 277.8 APR 353.8  
 VHF TWR 118.1 APR 119.7 RADAR 134.1  
 TAC CH 70 ADF 329

KERMANSHAH VHF 118.1 ADF 382

TABRIZ VHF TWR 118.1 RADAR 134.1  
 TAC CH 57 ADF 300



WIR WÜRDEN UNS SEHR FREUEN, SIE IM

**BELL CHALET**  
Nr. 10/12/14

WÄHREND DER

**DEUTSCHEN LUFTFAHRTSCHAU AUF DEM FLUGHAFEN HANNOVER**

**VON 21. APRIL BIS 1. MAI 1972 BEGRÜSSEN ZU KÖNNEN.**

IT IS OUR PLEASURE TO CORDIALLY INVITE  
YOU TO ENJOY OUR HOSPITALITY AT

**THE BELL CHALET**  
No. 10/12/14

DURING THE

**9TH GERMAN AVIATION SHOW 1972**

**HANOVER AIRPORT · APRIL 21 · MAY 1**

SUMMARY

## AH-1J Vs AH-1G

Some of the advantages of the Twin Engine Cobra over its single engine counterpart include:

1. AH-1J designed for 65% more power than the AH-1G.
2. Improved hot day performance due to increase in power available.

Example

In consideration of temperature and altitude conditions at the Isfahan Base, the AH-1J can perform its mission at full gross weight of 10,000 lbs as opposed to the AH-1G which could only operate at 8450 lbs under the best conditions of temperature. As the temperature rises say to 37°C, the AH-1G is then restricted to 7900 lbs gross weight, and the AH-1J continues to operate at maximum gross weight of 10,000 lbs 100% of the time.

3. Twin engine survivability for crew and aircraft when flying over water, mountains, dense foliage, IFR, at night or when engaged in combat missions.
4. The AH-1J has greater range capability over the AH-1G.
5. More lethality at stand-off distances because of 20 mm vulcan turret.
6. Greater selection of weapons and delivery technique provided by the weapons release and fused armed options.
7. The AH-1J has twice the avionics and navigation systems over the AH-1G.
8. New Flex Beam Tractor Tail Rotor provides greater controllability at high altitude, temperature or gross weight conditions. The AH-1G does not have this improved system.
9. The AH-1J can meet tactical requirements that demand high availability rapid turnaround, and minimum maintenance down time.
10. Increased structural design inherent in the AH-1J lend itself to the development of future airborne weapon delivery systems.

BELL HCPTR FTW  
1005 VIA USA DFDFDF#  
BELL HCPTR FTW

REPEAT

1347.

2575 A TAXI TN

BELL HELICOPTER CO FTW TEXAS  
MAY 6/72  
REF 156/72

HEREWITH REPEAT ABOVE REFERENCED MESSAGE.

ATTN SYLVESTER/GALLAGHER

REFERENCE YOUR MESSAGES 13 25 36 47 AND 48 AND FURTHER OUR TELEX NO 156/72.

- AA WE DELIVERED PHOTOCOPY OF YOUR TELEXES 36/48 TO GEN TOUFANIAN MR DEHESH AND GEN KHOSROWDAD AS REQUESTED.
- BB REFERENCE YOUR MSG 25 5-3-72 (942) MR DEHESH ASSURED US THAT NEITHER GRACE NOR RUSSIAN TEAM WILL INTERFERE BELL PROGRAM. HE STRESSED THAT YOU SHOULD NOT GET WORRIED, ON THE CONTRARY PROCEED CONFIDENTLY ACCORDING TO THE 'LETTER OF INTENT' NOW IN YOUR HAND.
- CC REFERENCE YOUR MSG 47 5-4-72 AND OUR TELEX 156/72 MAY 4 1972, RECONFIRMING HEREBY THAT BOTH DEHESH AND WE HAVE RECEIVED MR ATKINS LETTER DATED APRIL 25, REACTION OF BOTH PARTIES VERY FAVOURABLE AND POSITIVE

BEST PERSNAL REGARDS IRANZAD

2575 A TAXI TN  
BELL HCPTR FTW  
2575 A TAXI TN

6.5.72

DFDFDFDF  
BELL HCPTR FTW

2575 A TAXI TN

BELL HELICOPTER CO FTW TEXAS  
MAY 6/72  
REF 158/72

15.59

(نیاز میری)

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REFERENCE YOUR MESSAGES 13 25 36 47 AND 48 AND FURTHER OUR TELEX  
NO 156/72:

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VERY FAVOURABLE AND POSITIVE

BEST PERSONAL REGARDS IRANZAD

2575 A TAXI TN

BELL HCPTR FTW

2575 A TAXI TN

6.5.72

VIAROMQ?15 GMT DFDFDFDFDFDFDF  
BELL HCPTR FTW  
2575 A TAXI TN

BELL HELICOPTER CO  
MAY 11/72  
REF 167/72

1242

ATTENTION GALLAGHER

- AA REFERENCE MR SYLVESTER'S LETTER DATED MAY 4 1972. HAVE NOT YET RECEIVED LIST OF ITEMS TO BE DISCUSSED WITH THE APPROPRIATE OFFICIALS DURING YOUR FORTHCOMING VISIT. PLEASE EXPEDITE SAME ENABLING US TO ARRANGE DETAILED PROGRAMME IN ADVANCE.
- BB FOR YOUR INFORMATION GRACE IS PUSHING MARLIN BUT THEY HAVE NOT YET SUBMITTED ANYTHING IN WRITING.

BEST REGARDS ZANGAREH

2575 A TAXI TN  
BELL HCPTR FTW  
2575 A TAXI TN

*OT*  
11.5.72



2575 A TAXI TN.....?  
 11/05 21.25  
 2575 A TAXI TN  
 TLX 759229 BELL HELICOPTER MSG NO 124 325P  
 9512575  
 AIR TAXI CO  
 TEHERAN IRAN

ATTN IRANZAD  
OUR REF 953

FOR PURPOSES OF PAINTING XX PAINTING DEMO A/C WE NEED COLOR SAMPLES OF EXISTING IIAA CAMOUFLAGE SCHEME. BEST REGARDS

GALLAGHER  
 AC  
 BELLCRAFT

11.5.72

Internal Memorandum

May 12 1972

Mr. A.H. Zanganeh, Managing Director.

As soon as I received the letter dated May 4, 1972, signed by Mr. F.M. Sylvester addressed to me enclosing photocopies of the letter addressed to General Toufanian dtd May 4 (copy to Mr. Dehesh and myself), I immediately had their letters forwarded by Mr. Iranzad. This letter was Bell Helicopter's response to General Toufanian's Letter of Intent. It also dealt with preliminary preparations for the forthcoming demonstration of Bell's helicopters Models AH-1J and 214. At my weekly meeting with General Khatami I brought this subject to his attention. Needless to say the heavy burden of this demonstration will rest on the shoulders of the IIAF such as the demonstration sites, fuel, airports, ground support, live firing sites etc. Moreover, the IIAF should make available one F-27 aircraft for the transportation of the demonstration team consisting of twenty-four persons representing several companies i.e. Bell Helicopter Co., UCAL, Bendix, General Electric, Avco Lycoming etc. Obviously the successful performance of the demonstration actually depends on the cooperation and coordination of the IIAF. In the meantime, I instructed Mr. Iranzad to ensure that the entire staff of Air Taxi Co. is put at the disposal of BHC's demonstration team and also make available any other facilities i.e. cars, mini buses with English speaking drivers, secretary, office space etc. round the clock.



AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel. 68992  
611967

Date

1

تاریخ

۶۸۹۹۲  
تلفن : ۶۱۱۹۶۷

May 12, 72

From

To

Request

کوبنده  
گیرنده

مورد درخواست

بجز در دریافت نامه مورخ May 4, 72 سیلستر  
نامه ای به نام خانم نازین نوری  
روز شنبه به کار میبرد و خود من داده بودم به نام خانم  
رسا بنده شد. در حله اول من ملاقات حضرت  
با تیر خانی چون تقصیر اطلاع از این رسید و  
نیستی از این برادر یک تا میسر موقعیت آمیز در تمام  
مدت نامیز از نامیده اصد گردید. ما به سنگین نامیز  
روی دوست نیروی هوایی بودم حضرت آماده نمودن  
صلاهی نامیز - سوخت و فرودگاه Ground Support

امضاء  
Action Taken

و محمد تیر اندازی - برجهای و همای یک فرود F-27  
حجت انتقال نیم کاره ۲۴ نفر نامیز از مشتری از نامیز  
میدگیر - G-E - لاکومنگ و Bell به یک امر صحت  
به هم بدون شک موقعیت نامیز مدیون این بستنی میباشند  
فقط به نام ایران زار نیز دستور دارم از هر حدت تمام امضاء  
سرور ارتاکسی را در اختیار تیم نامیز نگذارم و دست نامیز از قبیل  
لا توبیر با رانندگی - مینی بوس - سکرتر دفتر و... آماده گردم  
۲۴ ساعت Stand by باشند

Sgd  
اقدام انجام شده

Sgd

A-224

TLX 758229 BELL HELICOPTER CO FTWORTH TEX 5-11-72 325P  
2575  
AIR TAXI CO  
X  
ZANGANEH

OUR REF 951

REFURTELEX 167/72. AIR MAILED LETTER 5 MAY 1972 DISCUSSING  
DETAILS AND ITEMS TO BE COVERED DURING OUR MAY VISIT.  
PLEASE ACKNOWLEDGE BY TELEX IF YOU HAVE NOT RECEIVED SAID  
LETTER BY FRIDAY  
BEST REGARDS

GALLAGHER  
BELLCRAFT  
KC

2575 A TAXI TN

*n* *OK*  
*13.5.72*

2575 A TAXI TN  
TX 758229 BELL HELICOPTER CO FTWORTH TEX MSG 128 5-11-72 330P  
2575 AIR TAXI CO TEHERAN IRAN

X  
ZANGANEH  
OUR REF 952  
CURRENTLY IN FORT WORTH STUDYING AT ACME SCHOOL OF AERONAUTICS  
IS A COL AFSHAR, IIAH. PLEASE PROVIDE ~~WHAT~~ WHAT BACKGROUND POSSIBLE  
ON ABOVE INDIVIDUAL. BEST REGARDS.

GALLAGHER  
BELLCRAFT  
KC

2575 A TAXI TNT  
11/05 21.32  
2575 A TAXI TN  
2575 A TAXI TN

*a*

*OK*  
*13.5.72*

2575 A TAXI TN

TELEX IRTN 04 15/05 10.52

FORT WORTH 758229 TEXAS USA PSE

MOM  
VIA FFM 1055 GMT DFDFF  
BELL HCPTR FTW

1422

2575 A TAXI TN

BELL HELICOPTER CO FTW 758229  
MAY 15/72  
REF 175/72

ATTENTION GALLAGHER

- AA GENERAL KHOSROWLAD REQUIRES COMPARISON CHART OF THE 205 - 212 AND 214 FROM THE TECHNICAL, TACTICAL AND ECONOMICAL POINTS OF VIEW.
- BB WITH REFERENCE TO YOUR MSG NO 124, PAINTING DEMO A/C, SAMPLE OF IIAF DESERT CAMOUFLAGE SCHEME WILL BE PROVIDED IN TEHERAN.
- CC REFERENCE YOUR MSG 128 PLEASE ADVISE CORRECT NAME AND AGENCY OF COL AFSHAR ( YOUR TELEX READS IIAH WHICH APPEARS TO BE TYPOGRAPHICAL ERROR). WE WERE UNABLE TO LOCATE HIM WITH ANY OF THE FORCES.

REGARDS IRANZAD

2575 A TAXI TN

BELL HCPTR FTW

15.5.72

(خبرنامه)

2575 A TAXI TN

TELEX IRTN 04 15/05 10.29

FORT WORTH 752229 TEXAS USA PSE

FROM  
VIA RCA 1032 GMT DFDF  
BELL HCPTR FTW

2575 A TAXI TN  
BELL HELICOPTER CO FTW 752229  
MAY 15/72  
REF 174/72

ATTENTION GALLAGHER/SYLVESTER  
IN THE ABSENCE OF THESE GENTLEMEN - MR ATKINS

REFERENCE MR GALLAGHERS LETTER DATED MAY 5 1972, AFTER LENGTHY  
MEETING WITH GEN KHORRODAD, IIAF AUTHORITIES AND MR DEHESH,  
PLEASE NOTE THE FOLLOWING ANSWERS TO YOUR QUESTIONS:

- 1) DEMO DATE WILL BE APPROXIMATELY EARLY AUGUST. MAIN DEMO FOR VIPS IN TEHRAN. TEST FLIGHTS WILL BE IN ISFAHAN, VAHDATI IIAF BASE, BUSHIRE IIAF BASE ( THE LAST TWO PLACES BEING IN THE SOUTH) AND POSSIBLY HAMADAN IIAF BASE (150NM WEST OF TEHRAN), TABRIZ AND KERMANSHAH (WEST IRAN).
- 2) TWO C-130S WILL BE AVAILABLE LAST WEEK JULY IN FORT WORTH.
- 3) VIPS AND HIGH OFFICIALS OF IRANIAN ARMED FORCES POSSIBLY HIM. IRANIAN COORDINATOR IS GENERAL TOUFABIAN.
- 4) WILL BE PROVIDED.
- 5) HOTEL IN TEHRAN - RESERVATIONS WILL BE MADE AS SOON AS NAMES AND EXACT NUMBER ARE KNOWN. IN VAHDATI, BUSHIRE, HAMADAN - ACCOMMODATION WILL BE PROVIDED AT THE IIAF BASE FACILITIES.
- 6) AFFIRMATIVE.

- 7) FUELING CAN BE PROVIDED BY IIAF AT THEIR BASES AND IN OTHER CITIES BY IIAA. PLEASE ADVISE TYPE OF FUEL ETC. ALL GROUND SUPPORT EQUIPMENT AT EACH DEMO SITE WILL BE PROVIDED.
- 8) NORMAL PROCEDURE - PASSPORT WITH IRANIAN ENTRY VISA.
- 9) CAN PROVIDE FACILITIES TO VISIT PROPOSED DEMO SITES. LIVE FIRING OF THE AH-1J WILL BE AT IIAF SITE APPROX FORTY NM SOUTH OF TEHRAN.
- 10) WILL BE PROVIDED AT IHI FACILITIES.
- 11) UHF TWRS 257.8    APRS 362.3  
 VHF TWRS 118.1    119.7    GRN 121.9  
           CENT 127.1    124.7    123.9  
 VOR 112.5    113.3    114.0  
 ADF 275 - 408 - 380 - 358 - 327 - 373  
       337 - 205 - 362 - 293 - 329 - 382 - 300  
 TACAN - CHANNEL 80 - 94 - 92 - 70 - 57 - 50
- 12) NO DISPLAY REQUIRED.
- 13) NOT REQUIRED.
- 14) TEHRAN , VANDATI , BUSHIRE , HAMADAN - ALL IIAF BASES.
- 15) CAN BE PROVIDED LATER.

PLEASE TELEX YOUR EXACT TIME ARRIVAL AND FLIGHT NUMBER ENABLING US MEET YOU AT THE AIRPORT.  
 YOUR APPOINTMENT WITH MR DEHESH HAS BEEN ARRANGED FOR SATURDAY MAY 20 1972 AT 9 AM.

PLEASE ACKNOWLEDGE RECEIPT OF AND FULL UNDERSTANDING THIS TELEX  
 BEST REGARDS ZARGANEH

READ WELL PARA 11) VOR 112.5 113.3 114.7

2575 A TAXI TR

BELL HCPTX FTW

2575 A TAXI TR

2. WJ  
 15.5.72

2575 A TAXI TN  
PCA 03411 1228

759229 BELL HELICOPTER C FT WORTH TEXAS MSG 156 5-15-72  
1210PM CST  
AIR TAXI CO TEHERAN IRAN 951 2575

ATTN ZANGANEH

OUR REF 0955

REFURTEX 174/72. HAVE RECEIVED AND HAVE FULL UNDERSTANDING  
OF CONTENTS . KEEP UP GOOD WORK . REF IRANZAD TELEX 175/72.  
HAVE RECEIVED AND WILL BRING ITEMS REFERENCED IN HIS AA.  
REFERECE TO IRANZAD PARAGRAPH CC, COL . AFSHAR IS WITH AIR FORCE,  
INFORMATION IN HAND SAYS IS TO TAKE OVER IRAN AIRLINES .  
TEAM ARRIVE MAY 18 VIA AIR FRANCE 0104 A 1045 HOURS . LOOK  
FORWARD TO SEEING YOU THEN .BEST PERSONAL REGARDS.

GALLAGHER  
BELLCRAFT  
ENDMC

*OK.*  
*[Signature]*  
*17/5/72*

DH  
2575 A TAXI TNM

*[Signature]*  
*16.5.72*

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date: May 20, 1972.

No. S/33/1080

Yr. Ref. ....

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷  
تلفن ۶۶۸۹۹۲  
۶۶۱۹۶۷

تکس ۲۵۷۵

تلفرانی: تهران ارتاکسی

تاریخ: .....

شماره: .....

Bell Helicopter Company,  
P.O. Box 402,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Attention E.J. Miller - Manager, Spare Parts Department.

Dear Sirs,

Re: Quotation, AB206 Spare Parts, Iran Helicopter Industries Co.

The 'IHI' are requesting a quotation, C&F Airfreight Teheran, for 566 items applicable to Model AB206, as per list attached. This quotation should be in the name of 'IHI' and sent to us as soon as possible.

We thank you, in advance, for your attention to the above and remain,

Yours faithfully,  
AIR TAXI COMPANY,

*K. Irazad*  
K. Irazad,  
Commercial Manager.






**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

22 May 1972  
35:CWD:ay-1289

در تقوی  
  
 29.5.72

MEMO TO: Bell Dealers, Representatives and Operators  
 SUBJECT: VACATION SHUTDOWN

Bell Helicopter Company, Fort Worth, Texas, will be closed for a vacation period July 1, 1972, through July 16, 1972. The shutdown will be virtually One Hundred Percent; however, the following will apply concerning the Spare Parts and Service Departments:

Spare Parts Department

We are retaining a skeletal force that will enable us to ship urgently required spare parts. Requests for shipment should be restricted to only those items which are for grounded helicopters. It is requested that you review your status of supply items and order in anticipation. It is believed that if your requirements are carefully reviewed, it will do much to eliminate the need for delivery during our vacation period.

It should also be remembered that when we return to work on July 17th, we will be faced with a large backlog and deliveries may be delayed somewhat for the following two to three weeks. This point should also be considered in placing your anticipatory requirements.

Service Department

The Service Department will be manned by a skeletal force to handle only emergency requirements. Technical representatives who normally cover your area will, in the most part, be working during this two-week shutdown period. Therefore, it is requested you attempt to contact your area representative prior to contacting the Fort Worth Service Office.

BELL HELICOPTER COMPANY

*C. W. Diehl*

C. W. Diehl  
 Manager - Logistics

227 15 21.25  
2575 A TAXI TN

758229 TELEX PD BELL HELICOPTER CO FTW TEX 5/22/72 320P CST  
MSG 234

9512575 AIR TAXI  
MEHRABAD AIRPORT  
TEHRAN IRAN

ATT JACK GALLAGHER

REF. HOLD HARMLESS STATEMENT. MILLER WILL NOT RELEASE  
COPY TO RAMSEY. HOWEVER, STATED HE MAILED 9 MAY TO  
GENERAL WILLIAMSON AND ANTICIPATES 12 TO 13 DAYS EN ROUTE.  
HE WILL WAIT ONE MORE DAY AND TELEX TO SEE IF RECEIVED.  
HE DID NOT TELEX STATEMENT, AS HE CONSIDERED COMPLEXITY  
OF AGREEMENT TOO SUBJECT TO  
GARBLE.

REF. +DEVELOP THE LAND.+ PRINTING OF PRINTS HAS BEEN  
STOPPED AND RELEASE HELD. NEED IDENTIFICATION OF PROBLEM  
AREA EARLIEST FOR RE-EDITING.

YATES  
BELLCRAFT  
END TU RC

2575 A TAXI TN.....#  
2575 A TAXI TNKKG

2575 A TAXI TN

*OR*  
23.5.72

**AIR TAXI CO.**

Mehrobad Airport

**TEHRAN**40257  
Tel. 665992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date May 24, 1972.

No. S/38/1094

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلفرانی : تهران ارتاکسی

تاریخ .....

شماره .....

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, Texas 76101,  
U.S.A.Attention E.J. Miller - Manager. Spare Part Dept.

Dear Sirs,

Re: Request for Quotation - Iran Helicopter Industries Co.

Please find enclosed a list of items required for the AB205 helicopter. Will you please airmail to us, in the name of the I.H.I., your quotation FOB and C&amp;F airfreight Teheran.

We thank you for your prompt attention to the above and remain,

Yours faithfully,  
AIR TAXI COMPANY,

K. Iranzad,  
Commercial Manager.

mgm

2575 A TAXI TN.....  
26/05 21.27 #  
2575 A TAXI TN

قد بران رس  
بال

750323 PD BELL HELICOPTER CO FT WORTH TEXAS MSG 498 5/26/72  
AIR TAXI (1446)  
IRANZAD  
TEHRAN

REUR LTR S/38/1080 DATED MAY 20 (566 ITEM IHI)  
CURRENTLY REVIEWING FOR CORRECT P/NS  
PRICING ETC WILL AIR MAIL OUR FORMAL PROFORMA UPON COMPLETION  
SAME.

DON POWELL/LOGISTIC CENTER  
BELLGRAFT  
2575 A TAXI TN.....=

کارگزار  
مدیریت پرونده  
27.5.72



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

دکتر قنبر

June 2, 1972  
F2:WJY:so-102

MEMO TO: All International Dealers  
and Representatives

SUBJECT: VACATION SHUTDOWN - 1972

There will be a general shutdown of Bell Helicopter Company, Fort Worth, Texas, from July 3 through 14, 1972, for vacations.

Only a minimum work force will be available during this period to handle emergency matters.

Full operations will resume on Monday, July 17.

*William J. Yates*  
William J. Yates  
Manager  
International Market Development

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date June 6 '72...

No. S/38/1113...

Yr. Ref. ....



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکسی ۲۵۷۵

تلگراف و تهران ارتاکسی

تاریخ

شماره

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
Texas 76101,  
U.S.A.

Attention Mr. F.J. Miller - Manager Spare Parts Dept.

Dear Sirs,

Re: Quotation for AD 206A Parts for -  
Iran Helicopter Industries Co.

Please find attached a list of parts for which we would like to receive your quotation, C&F Teheran Airfreight. This quotation should be made out in the name of the 'IHI' and sent to us at your earliest convenience.

Thanking you, in advance, we remain,

Yours faithfully,  
AIR TAXI COMPANY,

Sales Department.

mgm

## AIR TAXI CO.

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cabin TEHRAN AIR TAXI

Date .....

No. ....

Yr. Ref. ....



IRAN HELICOPTER INDUSTRIES

## شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلفکس ۲۵۷۵

تلفگرافی: تهران ارتاکسی

تاریخ: 28th. 1970 May

شماره .....

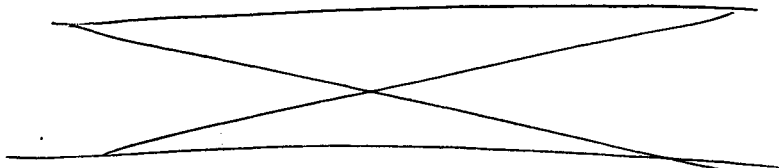
در باره = کتابهای فنی نگهداری و قطعات یدکی هلیکوپترهای بسل

با کمال احترام بهیوست 2 Copies نشریات فنی هلیکوپترهای بسل ..... را

به شرح زیر تقدیم مینماید \*

206 A IPB "One each" (1st. September 1970)

206 A IPB "One each" (1st. April 1971)



خواهشمند است دستور فرمایند وصول نشریات فوق را در ذیل روزنوشته این نامه کسه

بهیوست میباید کتبا\* اعلام فرمائید \*

ضمناً در آتیه آنچه اوراق متم و ضمام اضافی و غیره برسد فوراً جهت تکمیل نمودن

کتابهای فنی شما در مقابل اخذ رسید تقدیم خواهد نمود \*

باتقدیم احترام

شرکت هواپیمائی ارتاکسی

مهندس ایرتاکسی



BELL HELICOPTER COMPANY

Inter-Office MemorandumJune 7, 1972  
F4:JEG:CNT:1150Memo To: Mr. F. M. Sylvester  
Subject: Proposed Demonstration Team - Iran

|                            | <u>Individual</u>         | <u>Responsibility</u>  |
|----------------------------|---------------------------|--|
|                            | Mr. J. F. Atkins          | President - BHC  |
|                            | Mr. F. M. Sylvester       | Vice President<br>International Marketing                    |
| <i>MID Regmt</i>           | Mr. C. Rudning<br>and/or  | Vice President<br>Program Management                         |
| <i>ANU AND<br/>August.</i> | Mr. C. Burchill           | Program Management<br>(Contracts)                            |
|                            | Mr. J. E. Gallagher       | Regional Marketing Manager<br>(Program Coordination)         |
|                            | ✓ Mr. E. J. Smith         | Chief Flight Engineer<br>(Demo Manager and Pilot 214A)       |
|                            | Mr. R. Spivey             | 214A Engineer - Briefer 214A                                 |
|                            | <del>Mr. H. Sheldon</del> | <del>AH-1J Engineer - Briefer AH-1J</del>                    |
|                            | Mr. C. Bailey             | AH-1J Pilot  |
|                            | Mr. R. Hoffaker           | Standby Pilot; Dual Qualified                                |
|                            | Mr. C. Burchette          | Tech Rep - AH-1J   |
|                            | Mr. L. Weld               | Tech Rep - 214A  |
|                            | Mr. Holmes                | Lycoming T55 Specialist and<br>Tech Rep 214A and AH-1J       |
|                            | Mr. J. Brown              | Senior Mechanic from Experimental                            |
|                            | Mr. W. Carstensen         | Armament Specialist  |
|                            | Mr. R. Henschel           | Electrical Engineering                                       |
|                            | Mr. Snitz                 | G.E. Rep - 20mm Specialist and<br>Stabilized Sight for AH-1J |
|                            | ✓ Mr. T. BEARDEN          | <i>PHOTO</i>   |



Inter-Office Memorandum

To: F. M. Sylvester  
Page 2

June 7, 1972  
F4:JEG:cmt:1150

| <u>Individual</u> | <u>Responsibility</u>  |
|-------------------|--|
| Mr. P. Brugeman   | <i>P/CL</i><br>UACL Representative                                       |
| <u>On Call</u>    |  |
| Mr. H. Tindel     | Manufacturing Specialist<br>(IHI Final Assembly and<br>Factory Training) |
| Mr. H. Striker    | Logistics Specialist   |
| ?                 | Pilot and Mechanic<br>Training Specialist                                |
| General Howze     | Air Mobility<br>(If invited by IIAA)                                     |

J. E. Gallagher, Jr.

| <u>(Bell) Name</u>      | <u>Arrival time/flt</u>                | <u>Room Assignment</u> |
|-------------------------|--|------------------------|
| E.J. Smith              | July 24/2300/IR720                     |                        |
| Jake Brown              | July 29/1215am/KLM507                  |                        |
| Clem Bailey             | " "                                    |                        |
| Roger Huffaker          | " "                                    |                        |
| Less Weld               |  |                        |
| Cliff Burchett          |  |                        |
| Dave Glidden            | July 30/9.50pm/PA2                     |                        |
| Ward Carstensen         | " "                                    |                        |
| Scott George            | " "                                    |                        |
| <u>GENERAL ELECTRIC</u> |  |                        |
| Lou Brezee              | July 30/9.50pm/PAA2                    |                        |
| George Sintz            | " "                                    |                        |
| Darrell Campbell        |  |                        |
| <u>BENDIX</u>           |  |                        |
| James Hill              | July 30/9.50pm/PA2                     |                        |
| <u>UACL (P &amp; W)</u> |  |                        |
| Richard McClaren        | Aug 8/                                 |                        |
| Peter Brugmans          | Aug 1/                                 |                        |
| <u>LYCOMING</u>         |  |                        |
| ✓ Ken Stryker           | 10:45 PM BOAC<br>July 31/12.01am/EAB12 |                        |

BELL

Gen.H.H. Howze  
Mr. Atkins  
Mr. Sylvester  
Mr. Rudning

IMPORTANT NAMES

|                 |  |
|-----------------|--|
| AIR TAXI        | - BELL REP - 'PHONE 668992<br>661967<br>40257                  |
| MR ZANGANEH     | Managing Director  |
| MR IRANZAD      | Sales Manager  |
| I I A A         | IMPERIAL IRANIAN ARMY AVIATION                                 |
| B.G. KHOSROWDAD | COMMANDING GENERAL - IIAA                                      |
| MAJOR AFSAHI    | PILOT MEMBER OF EVALUATION TEAM                                |
| I I A F         | IMPERIAL IRANIAN AIR FORCE                                     |
| GEN. KHATAMI    | COMMANDING GENERAL - IIAF                                      |
| B.G. AZARBARZIN | DIR OPS - IIAF   |
| MAAG (ARSEC)    | U.S. MILITARY ADVISORY GROUP                                   |
| M.G. WILLIAMSON | MAAG CHIEF   |
| COL LUNCAN      | DIR FMS / MAP SALES  |
| LT COL DOIRON   | AVN ADVISOR ALSO MEMBER OF EVALUATION TEAM                     |
| C R E C         | COMBAT RESEARCH EVALUATION COMMAND                             |
| M.G. BROOMANDAN | COMMANDING GENERAL CREC  |
| COL SALEM       | EVALUATION CHAIRMAN - MEMBER OF EVAL TEAM                      |
| MEHRABAD        | MAIN AIRPORT   |
| QALEH MORGHI    | IIAA BASE - WHERE OUR AIRCRAFT WILL ARRIVE<br>AND BASE OUT OF. |
| FARSI           | LOCAL LANGUAGE   |
| MOTESHAKARAM    | FARSI FOR ' THANK YOU '  |

Camouflage Colour for C-130

- 1) Dark Beige      Paint No.30266      MIL-L-19538<sub>B</sub>

To obtain the light beige colour, the above colour should be mixed with the following colour. -

- 2)                      Paint No.33722      MIL-L-19538<sub>B</sub>

With the mixture of the above two colours, the following colour is obtained:-

(½) MIL-L-19538<sub>B</sub> No.30266    +    (½) MIL-L-19538<sub>B</sub> No.33722

- 3) Blue colour for under fuselage -  
    Paint No.35526      MIL-L-19538

June 4, 1972  
 (J) gallagher      ۱۳۵۱، ۲، ۱۴  
 (G)

Delivered to Jack Gallagher in Tehran  
 June 4, 1972

رنگ های کامپلتر سوایمی C-130

Dur Bin No

MIL-L-19538 B

NO 30266

رنگ کرم

(۱) رنگ کرم تیره

to obtain the color, the color is

MIL-L-19538 B NO 33722

برای رنگ کرم تیره، رنگ کرم را در مقدار کمتری در رنگ سفید قوی

رنگ کرم را در C-130 - ۱۰۰ - ۱۰۰ - ۱۰۰

و در آنجا که

(۲) رنگ کرم روشن

$(\frac{1}{2}) \frac{MIL-L-19538 B NO 30266}{1} + (\frac{1}{2}) \frac{MIL-L-19538 B NO 33722}{1} =$

رنگ کرم تیره C-130

the color for under

MIL-L-19538

NO 35526

(۲) رنگ کرم تیره

**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Extron** COMPANYJune 16, 1972  
F1:FMS:pb-135Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Attention: Mr. A. H. Zanganeh

Gentlemen:

Enclosed is an amendment to our Manufacturer's Foreign Representative Agreement dated June 15, 1970, the terms and conditions of which, in our opinion, reflect agreement reached on this subject during our recent meetings in your office.

If this meets with your approval, would you please execute and return two copies. Upon receipt of these two copies, it is our intention to execute and return an original copy to you.

Sincerely,

BELL HELICOPTER COMPANY\*\*

Frank M. Sylvester  
Vice President  
International Marketing



## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

## AMENDMENT NO. 1

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 100 | Model 206A/OH-58A |
| 50  | Model 205A/UH-1   |
| 200 | Model 209/AH-1J   |
| 200 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training, or data



Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of the Listed Products.
- B. Subject to the approval of the U.S. Government, Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final





Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

E. This Amendment shall become effective on the date hereof and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.

F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

|               |               |
|---------------|---------------|
| _____         | _____         |
| By _____      | _____         |
| (Title) _____ | (Title) _____ |
| Witness _____ | Witness _____ |
| Date: _____   | Date: _____   |



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A  COMPANY

June 16, 1972  
F1:FMS:pb-135

Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Attention: Mr. A. H. Zanganeh

Gentlemen:

Enclosed is an amendment to our Manufacturer's Foreign Representative Agreement dated June 15, 1970, the terms and conditions of which, in our opinion, reflect agreement reached on this subject during our recent meetings in your office.

If this meets with your approval, would you please execute and return two copies. Upon receipt of these two copies, it is our intention to execute and return an original copy to you.

Sincerely,

BELL HELICOPTER COMPANY

Frank M. Sylvester  
Vice President  
International Marketing



FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

*cu. /*  
*Frank*  
June 23, 1972

Lt. Col. Nick Doiron  
ARMISH MAAG  
APO New York, N.Y. 09205

Dear Nick:

By separate letters to Lt. Gen. Toufanian and Maj. Gen. Williamson, I have advised them generally of our demonstration plans and schedules. Chris Horsley has copies of the letters and can furnish you with the information contained therein at your convenience.

We think we have in prospect a first class and highly professional demonstration program and one that will prove a number of points to the advantage of all concerned.

Nick, I am extremely sorry that your crowded schedule and mine did not allow us to return the warm and wonderful hospitality that we enjoyed in your home. I sincerely hope that you and Joyce will hold at least one evening open for us when we return.

I look forward to seeing you and your associates again soon. Meanwhile, best personal regards.

Sincerely,

*Frank*  
Frank M. Sylvester

FMS:pb-141



**BELL HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

**FRANK M. SYLVESTER**  
VICE PRESIDENT-INTERNATIONAL MARKETING

June 23, 1972

Major General Ellis W. Williamson  
Chief, ARMISH MAAG  
APO New York, New York 09205

Dear General Williamson:

First, a somewhat tardy thank-you to you and all of your staff whose counsel and assistance have proven so valuable to us in the preparation of our prospective contribution to the Iranian Army Aviation program.

In a letter which goes forward today, I have advised General Toufanian that plans for the demonstration of the Bell AH-1J and 214A helicopters have been finalized, and that preparation of the aircraft and related materiel will be complete and ready for movement on July 27th. We hope to have the C-130's available at Carswell AFB for loading on the morning of July 28th.

Our schedule would then contemplate a departure from Fort Worth on the 29th and arrival Tehran four days later, which would be August 1st. We have set out a requirement of five in-country work days after the arrival of the C-130's for the assembly and test flight of the helicopters, coordination of a wide variety of details in connection with the demonstration at Ali Abad, and rehearsal of it. Final plans and preparations for the follow-on programs at Tabriz, Sanandaj, Bushehr and Isfahan would also be completed during this five day period.

We plan to maintain a continuous Bell presence from now until our arrival in the form of Chris Horsley. Jack Gallagher will arrive in Tehran on or about July 16th. One of his first tasks will be to review the demonstration plans and scenario with all concerned and to advise us immediately of any changes that may be necessary. Jack will be followed about a week later by

Page No. 2

M/Gen. E. W. Williamson

Elton J. Smith, who you will remember from our last visit as Bell's Chief Flight Operations Engineer.

We expect to mount a first class demonstration program. The total team will include some 16 to 20 people, including technical representatives of engine and electronics manufacturers. A preliminary draft schedule is attached hereto for your information and for the possible use of others in your organization as you see fit.

As usual, all of us who have been active in this program look forward with a great deal of anticipation to this next and most important visit. We feel that it will be a decisive step towards our common objective.

I would greatly appreciate any comments or advice that you may care to give with respect to our plans as outlined herein.

Everyone here at Bell joins me in sending best personal regards.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frank M. Sylvester".

Frank M. Sylvester



BELL HELICOPTER COMPANY  
POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

FRANK M. SYLVESTER  
VICE PRESIDENT-INTERNATIONAL MARKETING

June 23, 1972

Lt. Gen. H. Toufanian  
Deputy Minister of War for Armament  
Saltanat-Abad  
Tehran, Iran

Reference: Your letter 2/1401-01-71-7, dated April  
19, 1972

Dear General Toufanian:

We are pleased to inform you that plans to demonstrate the Bell AH-1J and 214A model helicopters to the Imperial Iranian Armed Forces have been finalized and that preparation of aircraft, supplies, support material, and personnel will be complete and ready for movement on July 27th, 1972.

Accordingly, the two Imperial Iranian Air Force C-130 aircraft should be available for loading at Carswell Air Force Base, Fort Worth, Texas, on the morning of July 28, 1972. Arrangements for the use of Carswell Air Force Base have been made with the USAF.

Based upon a departure from Fort Worth on Saturday morning, July 29th, we assume that the C-130's will arrive in Tehran on August 1st. We would greatly appreciate confirmation of this in order to establish a firm schedule in Iran and synchronize the movement to Iran of the various members of the demonstration team.

We will need a minimum of five work days after the arrival of the C-130's in Tehran for the assembly and test flight of the helicopters, and to arrange and coordinate the multitude of details in connection with the demonstration at Ali Abad and the ensuing programs at Tabriz, Sanandaj, Bushehr and Isfahan.

Page No. 2

For this purpose, Jack Gallagher will arrive in Iran on or about July 16th, to be followed by Mr. Elton J. Smith approximately one week later. You will remember Smith, our Chief Flight Operations Engineer, from his recent visit to Iran with me last month.

Enclosed for your information and use as you deem appropriate is a copy of the tentative basic demonstration schedule.

I would very much appreciate receiving from you your acceptance of this plan at your earliest convenience, together with any changes that you feel are needed.

As usual, we look forward with much pleasure and anticipation to this next and most important visit to your country. We feel that it will prove a decisive step towards the achievement of a major Bell contribution to the defense posture and capability of the Imperial Iranian Armed Forces.

Sincerely,



Frank M. Sylvester

Internal Memorandum

June 25 1972

From: K. Iranzad, Sales Manager.

Upon instruction from Mr. Zanganeh I was assigned to take a trip to the United States. I left Teheran on May 31. The main object of my trip to the United States was to meet our Principals in general particularly Bell Helicopter Co. in Fort Worth, visit their facilities and discuss with their management their future programme in Iran. On June 15 I arrived at Dallas International Airport and was welcomed by Mr. J. Gallagher, BHC's representative for whom I have great respect. During my short stopover in Fort Worth on the 15th and 16th, I had the pleasure to meet the entire management of BHC namely Mr. Ducayet, Mr. Weichsel, Mr. Atkins, Mr. Sylvester, Mr. Rudning and Mr. Mitchell, who were fortunately in Fort Worth at the time. They were all very pleased with the accomplishments made through the close cooperation of Bell Helicopter Co. and Air Taxi, and they felt quite optimistic regarding their programme in Iran.

I followed up the discussions which took place during Mr. Zanganeh's visit to Fort Worth late March 1972 concerning the coordination of BHC's Training and Logistics Support Programmes. The following day I had a chance to tour Bell's factory and later with a private helicopter piloted by Mr. Gallagher, I was taken back to Dallas International Airport to continue my trip.

My visit to Fort Worth was quite impressive and worthwhile.





درخواست در خصوص اعزام سربازان به مناطق عملیاتی در جنوب و شرق ایران

AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date /  
June 25, 72

تاریخ

ارتقا کسبی

مهر آباد

تلفن: ۶۸۹۹۲  
۶۱۱۹۶۷

کوبنده - خ - ایران راد

گیرنده

مورد درخواست

From  
To  
Request

لطیف شامروتن هم آقای زنگنه به جانب دادند در تاریخ  
۳۱ مه در این دفتر حاضر گردیدم. نامشورت  
هم و همکاران من ساعت ۱۰ صبح در دفتر و در این دوران  
کلیه Bell و سایر پرسنل ساعت ۱۰ صبح در دفتر  
در باره برنامه‌های آتی Bell در ایران بود.

روزهای ۱۵ و ۱۶ ژوئن ۷۲ در دو ماهه بین Dallas  
بیاید و مورد استقبال Jack Gallagher نامی که  
Bell در وقت میهمانم بودم. در مدت اقامت کوتاه من  
با طعم مدیران عالی رتبه Bell از جمله Ducayet

اعضای  
Action Taken - Sylvestre - Atkins - Weichsel  
Gallagher - Mitchell - Redwing  
همچنین در وقت ورود بود ملاقات و مذاکره کردم و بعد از  
ملاقات شرکت Bell کشته شدند و نسبت به

برنامه‌های Bell در ایران کارها فرستادین بود. سرانجام  
مذاکرات منجر در تحقیق مذاکراتی آقای زنگنه در  
مذاکرات اخیر خود هم در اواخر ماه می به صورت صورت  
انجام دادند برار هم برنامه‌های Logistic Support / Training

Sgd .....  
اقدام انجام شده

Sgd [Signature]

sgd

TEXAS USE PSE

VIA WIEN 0650 GMT DFDDF  
 BELL HCPTR FTW

2575 A TAXI TN  
 BELL HELICOPTER CO FTW  
 JULY 12/72  
 REF 238/72

ATTN J GALLAGHER (HOME TEL 283-2345)

CC F SYLVESTER

10.28

URGENT

- AA PEARL HAS REQUESTED ONE MORE TEST LOCATION BE ADDED. AHWAZ FOR HOT DRY DESERT CONDITIONS.
- BB MG BROMENDAN HAS BEEN APPOINTED TEST DIRECTOR AND HE WANTS THE ALIABAD DEMO AT END OF TOUR. 1) IT GIVES HIM MORE TIME TO PREPARE JANES ATTENDANCE AND MAKE FIRST CLASS SHOW PLUS PIKE NOW ON VACATION IN CASPIAN FOR TWO/THREE WEEKS. 2) MORE IMPACT AND BETTER CHANCE FOR FINAL DECISIONS AT END OF EVALUATION.
- CC BROMENDAN NEEDS COMPLETE SET 214 PERFORMANCE FIGURES SO HE CAN SET UP TEST CRITERIA ETC. MARTHA WILL ALSO MONITOR EVALUATIONS AND REPORT DIRECT TO SALMONS OFFICE.
- DD SIK TEAM GAVE THEIR FIRST BRIEFING YESTERDAY ON 53 AND 67 TO NELL AND EEL. THIS IS A DIRECT US EFFORT WITH NO GRACE BACKING/SUPPORT AND THEY PLAN LENGTHY STAY.

LOOK FORWARD TO SEEING YOU SATURDAY. BEST REGARDS HORSLEY

2575 A TAXI TN  
 BELL HCPTR FTW

*A*  
 12.7.72

2575 A TAXI TN

Internal Memorandum

July 18 1972

From: K. Iranzad, Sales Manager.

On the day of Mr Dehesh's departure to Europe, he stopped at Air Taxi's office and had last minute discussions with Mr. Zanganeh. In great haste he wrote the enclosed note addressed to General Broomandan, Chief of 'CREC' (Combat Research Evaluation Command) introducing Mr. J. Gallagher as Bell Helicopter's representative for the entire duration of the demonstration of the two helicopters, Models AH-1J and 214. This personal note proved most useful later on.



**AIR TAXI**

MEHRABAD  
Tel. 68992  
611967

**INTERNAL MEMO**

یادداشت داخلی

Date / تاریخ  
*July 18, 72*

ارتاکسی

مهرآباد

تلفن : 68992  
611967

From  
To  
Request

کوینده خ- ایران زار

گیرنده

مورد درخواست

این یادداشت را آنتا دهنر قهر از فرست  
باروبا در دفتر ارتاکسی و عن مذاکرات  
حضور بالار زنگنه و سفارشات لازم بجهت  
و تار گلگ را عزیزان نامستحق کاپی Bell  
به سبب رسرنگر روزندان دشمن تیم ایران برابر  
AH-1J و 214 (CREC) <sup>⊗</sup> ارزیابی م فرزند ملکوتی  
در تمام مدت غایب بوده و فقط این نامه به هم  
حقه ببارشور و هندی واقع شد.

امضاء

Action Taken

Sgd

اقدام انجام شده

امضاء

Sgd.....

⊗ "CREC" = Combat Research Evaluation Command

خودتفارسنگه بروندان

بعض میرانه آتار Gallagher از طرف  
 کمپانی Bell جهت حمایتی برنده آرماتانت  
 دو پیکر بتر خستاده شده - ایشان خانه صلاحیت دار  
 کمپانی Bell میباشند .

م. د. جی

۷۵ - ۸۱ - ۵  
 (July 18, 1972)

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date July 18, 1972.

No. \_\_\_\_\_

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۸۹۲

۶۶۱۹۶۷

تلیکس ۲۵۷۵

تلگراف: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. Frank Sylvester,  
Vice President - International Marketing,  
Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth, TEXAS 76101,  
U.S.A.

Dear Frank,

Engineer Toufanian has requested us to bid on the attached list of spare parts which at a guess looks to be about 2m worth.

The bid is to be in by 10 August - obviously this is a perfect opportunity for us to show fast and efficient response.

Eng. Toufanian states that Agusta gave them (Iranian Helicopter Industries) a 5% discount off list and if we can give more he'll give us the business.

May I recommend that if possible we negotiate this order on the basis of a dealer commission giving 10% to Air Taxi and 7.5% to IHI.

Your comments appreciated.

Best regards,

J. Gallagher.

BELL HCPTR FTW

1020

BELL HELICOPTER CO FTW TLX 7582290  
JULY 19/72  
REF 263/72

ATTN MR F SYLVESTER  
AA TODAY FINALISED WITH CREC EVALUATION PLAN AND SCHEDULE COPIES  
OF WHICH IN MAIL TO YOU TODAY.  
BB HAVE PREPARED FLIGHT PLAN WITH SHAD'S REPRESENTATIVE AND MADE  
PROVISIONS FOR ~~RESERVE~~ FOR REQUIRED FUEL AND SECURITY CLEARANCES.  
CC CONFIRMATION RECEIVED TODAY FROM KAREN ONE C-130 LEFT TEHERAN  
TODAY AND WILL ARRIVE FTW JULY 27TH AT CARSWELL. SECOND AIRCRAFT  
WILL LEAVE WITHIN NEXT FEW DAYS TO REACH CARSWELL JULY 28.  
KAREN IS SENDING CABLE TO CARSWELL OF NOTIFICATION. I WILL HAVE  
COPY TOMORROW. SUGGEST WE ALSO NOTIFY CARSWELL AND RAMSEY SO  
THAT HE CAN NOTIFY APPROPRIATE WASHINGTON/ IRANIAN REPRESENTA-  
TIVES.

MY ROOM AT INTERCONTINENTAL NOW 1117.

BEST REGARDS GALLAGHER/ZANGANEH

2575 A TAXI TN

BELL HCPTR FTW

2575 A TAXI TN

≤ *JK*  
19.7.72

⊕  
2575 A TAXI TNM  
19/07 22.25 ⊕  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 127 7-19-72  
315PM CST  
A TAXI CO TEHERAN IRAN 951 2575  
ATTN C P B HORSLEY

WE INFORMED SIK HAS BKACKHAWK CH53 CRANE IN SCHOOL FOR DEMO .  
PLEASE DETERMINE VALIDITY CURRENT OR PROSPECTIVE .

SYLVESTER  
BELLCRAFT  
ENDC

19.7.72

20/07 08.04 ☉  
2575 A TAXI TN BELL HELI

☉  
2575 A TAXI TN

758229 BELL HELICOPTER CO FTW TEXAS MSGNO 132 7-19-72 1150PM  
9512575 A TAXI TN  
TEHERAN IRAN

ATTN: J. GALLAGHER

REFERENCE YOUR 263/72.  
ITEM CC. TWO C-130 A/C NOW AT MCGUIRE AFB, HAD PLANNED TO ARRIVE  
CARSWELL 7-20. WE HAVE RECOMMENDED THEY REMAIN MCGUIRE UNTIL  
27TH IN KEEPING WITH ORIGINAL SCHEDULE. THE RIGIDITY OF WHICH YOU  
CAN APPRECIATE.

NEW SUBJECT. ARNOLD PATTERSON, BVY+: )230, TO ACCOMPANY C-130  
TO TEHERAN AS SUPERNUMERARY AND CUSTODIAN OF BASS PROPERTY.  
PLEASE ADVISE IF ANY PROBLEM.

SYLVESTER  
BELLCRAFT  
EODCD  
DPMP

PSE REE REPEAT WORDS AFTER NEW SUBJECT ARNOLD PATTERSON ?????

NEW SUBJECT: ARNOLD PATTERSON, BELL TECH RPXX REP. TO ACCOMPANY  
G-IBBSTO TEHEQ

OK

☉  
2575 A TAXI TN  
XNNNN

19.7.72



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANYInter-Office Memorandum

Tehran, July 19, 1972.

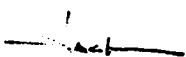
Memo to: Mr. A.H. ZanganehCopies : Mr. F. Sylvester  
Mr. K. Iranzad

Subject: Visit of Iran's Finance Minister to the U.S.

I had received word from Bell's Washington Office that there is an intended visit of Iran's Finance Minister to the United States.

We would appreciate your assistance in finding out when this intended visit is, as we would like to invite the Minister to visit our facilities in Fort Worth or, alternatively, set up a meeting at the Minister's convenience for Mr. Atkins and Mr. Sylvester.

Your cooperation is deeply appreciated.

  
John E. Gallagher Jr.,  
Regional Marketing Manager.



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

Inter-Office Memorandum

Tehran, July 19, 1972.

Memo to: Mr. A.H. Zanganeh

Copies: Mr. F. Sylvester  
Mr. K. Iranzad

Subject: Arrival of IIAF C-130s to Fort Worth's Carswell Air Force Base for the purpose of transportation of the Bell Model AH1J and 214A Helicopters to Iran.

As it is of the utmost importance that the C-130 transport aircraft arrive in Fort Worth (Carswell Air Force Base) on schedule for obvious reasons, please exercise your maximum effort/influence to ensure that the IIAF make the necessary preparations to effect arrival of the two C-130 aircraft on the 27th July, 1972. Further, please obtain confirmation of this in writing.

You will recall that yesterday, July 18, Mr. Dehesh informed us that there would be a two-week delay from the originally requested aircraft arrival date of the 27th. I am sure you will agree that this is totally unacceptable and, therefore, immediate action must be taken to effect proper scheduling.

I notified General Williamson (Chief U.S. Maag) of the above conversation with Mr. Dehesh and, in turn, the General has solicited Maag's assistance in this regard.

Your cooperation is deeply appreciated.

  
John E. Gallagher Jr.,  
Regional Marketing Manager.

COPY

HELL HELICOPTER CO. FTW  
 JULY 20/72  
 REF 264/72

ATTN MR F SYLVESTER  
 REYUR MSG 127 7-19-72 HORSLEY NOT IN COUNTRY AS HAVE ADVISED MY  
 MSG 7-17-72 REF 249.

AA KAREN, MARTHA AND NEL CONFIRM THAT SIK DOES NOT HAVE ANY  
 EQUIPMENT IN SCHOOL AT PRESENT TIME AND IS NOT ENVISAGED  
 FOR HEAR FUTURE. HOWEVER, SIK HAS STRONG REPRESENTATION IN  
 SCHOOL THROUGH CONSULTANT OF RETIRED U.S. GAR CAPT WHO WAS  
 ASSOCIATED WITH JANE IN OLD DAYS (DELTA ROMEO ALFA CINEEE LIMA  
 2 INDIA PAPA REVERSED) EVENTUALLY SIK MAY POSSIBLY SHOW  
 EQUIPMENT BUT MARTHA ADVISES NOT LIKELY TILL EARLIEST 73.

BB REF YOUR MSG 132 7-19-72 NU SUB NO PROBLEM REF A PATTERSON.

CC PLEASE ACKNOWLEDGE RECEIPT MY TELEXS 249 7-17/ 256 7-18/  
 257 7-18.

BEST REGARDS GALLAGHER

0575 A TAXI TN

*llh*  
 20.7.72

|  |   |
|--|---|
| Karen<br>Martha<br>NEL<br>SIK<br>School<br>Jane<br>Patterson | I. I. A. F.<br>MAAG<br>Army<br>Sikorsky<br>Iran<br>Shah<br>Bell's Logistic Mgr. |
|--|---|

2-19-72

Khalil

Attached is a copy  
 of the CREC Evaluation  
 plan concerning our  
 214A & AH-1J Helicopters

Please keep in confidential  
 manner.

Jack.

Khalil

2-19-72

Attached is a copy of the CREC Evaluation  
 plan concerning our 214A & AH-1J Helicopters.

Please keep in confidential manner.

Jack.

## IMPERIAL IRANIAN GROUND FORCES

## COMBAT RESEARCH &amp; EVALUATION CENTER

TEST PLAN FOR BELL NO. AH-1J AND NO. 214A HELICOPTERS

| CONTENTS                      | PAGE  |
|-------------------------------|-------|
| 1. BACKGROUND                 | 1     |
| 2. PURPOSE OF TEST            | 1     |
| 3. RESPONSIBILITY             | 1     |
| 4. CREC TEST COMMITTEE        | 1     |
| 5. OBSERVERS                  | 2     |
| 6. SCHEDULE OF TESTING        | 2     |
| 7. SUPPORT REQUIREMENTS       | 2     |
| 8. TEST PROCEDURE             | 2-3   |
| 9. FINAL REPORT               | 3     |
| ANNEX A                       |       |
| PART 1: OPERATIONAL TEST PLAN |       |
| AH-1J AND 214A                | 1a-3a |
| PART 2: MAINTENANCE DATA      |       |
| AH-1J AND 214A                | 4a    |
| ANNEX B                       |       |
| TEST PLAN FOR AH-1J WEAPON    |       |
| SYSTEMS                       | 1b-2b |
| SIGNATURES                    | 2b    |

IMPERIAL IRANIAN GROUND FORCES  
JMBAT RESEARCH & EVALUATION CENTER

TEST PLAN FOR BELL NO. AH-1J AND NO. 214A HELICOPTERS

1. BACKGROUND:

A directive was received by the IIGF from Deputy Minister of War for Armament on 4 July 1972, which required the IIGF to evaluate the Bell AH-1J and 214A Helicopters.

Subsequently, the Commanding General, IIGF directed CREC to conduct this evaluation and designated Major General Boroomandan as Project Manager for this task.

2. PURPOSE OF TEST:

a. The purpose of this test is to determine whether the above named helicopters and weapon systems will perform as specified by the Bell Company at various locations in Iran. Consideration will be given to testing under conditions of extreme temperatures and high altitudes.

b. In addition to controlled testing of critical performance specifications, the Bell Company will also demonstrate the general handling and operational characteristics of the two helicopters and the AH-1J weapon system at the various locations.

3. RESPONSIBILITY:

a. CREC has been assigned the primary responsibility of planning, supervising, conducting, co-ordinating, and reporting for this test.

b. These tasks will be carried out by a CREC test committee, supervised by the Chief, CREC.

4. CREC TEST COMMITTEE:

The following organizations are designated as members of the CREC Test Committee:

|                  |                  |
|------------------|------------------|
| a. CREC          | M.G. Boroomandan |
| b. DMOWA         | Mr. Bahrami      |
| c. IIGF Aviation | Maj. Afsahi      |
| d. ARSEC         | Ltd. Doiron      |
| e. Bell Company  | Mr. Smith        |

-3-

f. For use as a target, the CREC Test Committee will select a prominent terrain feature on the firing range at each test location.

9. FINAL REPORT

a. CREC is responsible for preparing the final report for this test. Comments from members of the CREC Test Committee and any comments from observers will be submitted to the CREC project officer.

b. Data from flight plans (Para. 8d) will be used to determine range/fuel consumption performance figures for inclusion in the final report.

## ANNEX A

IMPERIAL IRANIAN GROUND FORCES  
COMBAT RESEARCH & EVALUATION CENTERTEST PLAN FOR BELL NO. AH-1J AND NO. 214A HELICOPTERSCHECK LIST (PART 1)

1. AIRCRAFT: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. DATE: \_\_\_\_\_
4. START TIME: \_\_\_\_\_ FINISH TIME: \_\_\_\_\_ TOTAL ELAPSED TIME: \_\_\_\_\_
5. ALTITUDE: \_\_\_\_\_
6. TEMPERATURE: \_\_\_\_\_

| <u>TEST ITEM</u>   | <u>BELL<br/>SPECIFICATION</u> | <u>ACTUAL<br/>PERFORMANCE</u> |
|--|-------------------------------|-------------------------------|
| a. Operating Max. Gross Weight (lbs.)<br>Hover in ground effect<br>(under 50 feet) | _____                         | _____                         |
| COMMENTS:  |                               |                               |
| Operating Max. Gross Weight (lbs.)<br>Hover out of ground effect<br>(over 50 feet) | _____                         | _____                         |
| COMMENTS:  |                               |                               |
| c. Operating Max.<br>External load (lbs.)  | _____                         | _____                         |
| COMMENTS:  |                               |                               |



| <u>TEST ITEM</u>   | <u>SPECIFICATION</u> | <u>PERFORMANCE</u>   |
|--|----------------------|----------------------|
| d. Dive speed (A8-LJ <u>only</u> )<br>Knots  | _____                | _____                |
| COMMENTS:  |                      |                      |
| e. Rate of Climb (Feet/Minute)<br>Operating Max. Internal Gross Weight<br>Operating Max. External Gross Weight | _____<br>_____       | _____<br>_____       |
| COMMENTS:  |                      |                      |
| f. Cruise Speed (Knots)<br>Operating Max. Internal Gross Weight<br>Operating Max. External Gross Weight        | _____<br>_____       | _____<br>_____       |
| COMMENTS:  |                      |                      |
| g. Max. Speed (Knots)<br>Operating Internal Gross Weight<br>Operating External Gross Weight                    | _____<br>_____       | _____<br>_____       |
| COMMENTS:  |                      |                      |
| h. Number of Combat<br>Equipped Troops Lifted (214A <u>only</u> )  | _____                | _____                |
| COMMENTS:  |                      |                      |
|  | <u>OBSERVER NO.1</u> | <u>OBSERVER NO.2</u> |
| i. Power Management Qualities  | SAT ( )              | SAT ( )              |
|  | UNSAT ( )            | UNSAT ( )            |
| COMMENTS (Explanation Required for Unsatisfactory Response):   |                      |                      |

| <u>TEST ITEM</u>             | <u>OBSERVER NO.1</u>   | <u>OBSERVER NO.2</u> |
|------------------------------|------------------------|----------------------|
| j. Control Response          |                        |                      |
| Operating Max. Internal Load | { SAT ( )<br>UNSAT ( ) | SAT ( )<br>UNSAT ( ) |
| Operating Max. External Load | { SAT ( )<br>UNSAT ( ) | SAT ( )<br>UNSAT ( ) |

COMMENTS (Explanation Required for Unsatisfactory Response):

k. Crew Visibility

|           |           |
|-----------|-----------|
| SAT ( )   | SAT ( )   |
| UNSAT ( ) | UNSAT ( ) |

COMMENTS (Explanation Required for Unsatisfactory Response):

l. Auto Rotation Characteristics

|           |           |
|-----------|-----------|
| SAT ( )   | SAT ( )   |
| UNSAT ( ) | UNSAT ( ) |

Operating Gross Weight: \_\_\_\_\_ (lbs.)

COMMENTS (Explanation Required for Unsatisfactory Response):

m. General Flight

|           |           |
|-----------|-----------|
| SAT ( )   | SAT ( )   |
| UNSAT ( ) | UNSAT ( ) |

Handling Characteristics  
(under various operating  
weights and flight maneuvers)

COMMENTS (Explanation Required for Unsatisfactory Response):

NOTE: Weights will be calculated in standard form as to U.S. Specifications; e.g., fuel and oil, 240 lbs. per equipped troop.

ANNEX A  
CHECK LIST (PART 2)

DATA TO BE PROVIDED FOR BOTH HELICOPTERS BY BELL COMPANY AFTER TESTING  
 AT EACH LOCATION

1. TOTAL TEST TIME: \_\_\_\_\_ MINUTES  
 2. TOTAL FUEL CONSUMPTION DURING TEST: \_\_\_\_\_ POUNDS  
 3. MAINTENANCE MAN-HOURS PRIOR TO TEST  
 (ROUTINE DAILY MAINTENANCE)

ENGINE: \_\_\_\_\_ MINUTES  
 POWER TRAIN: \_\_\_\_\_ MINUTES  
 CONTROLS: \_\_\_\_\_ MINUTES  
 AIRFRAME: \_\_\_\_\_ MINUTES  
 OTHER: \_\_\_\_\_ MINUTES  
 TOTAL: \_\_\_\_\_ MINUTES

4. MAINTENANCE MAN-HOURS AFTER TEST:

ENGINE: \_\_\_\_\_ MINUTES  
 POWER TRAIN: \_\_\_\_\_ MINUTES  
 CONTROLS: \_\_\_\_\_ MINUTES  
 AIRFRAME: \_\_\_\_\_ MINUTES  
 OTHER: \_\_\_\_\_ MINUTES  
 TOTAL: \_\_\_\_\_ MINUTES

5. PARTS REPLACED: \_\_\_\_\_ REASON: \_\_\_\_\_ REPAIRABLE?(YES - NO): \_\_\_\_\_

ANNEX B  
 IMPERIAL IRANIAN GROUND FORCES  
 COMBAT RESEARCH & EVALUATION CENTER

TEST PLAN FOR WEAPON SYSTEMS ON AH-1J HELICOPTER

1. LOCATION: \_\_\_\_\_
2. DATE: \_\_\_\_\_
3. TIME AT \_\_\_\_\_ TIME AT \_\_\_\_\_ TOTAL  
 START OF TEST: \_\_\_\_\_ FINISH OF TEST: \_\_\_\_\_ TIME: \_\_\_\_\_
4. ALTITUDE: \_\_\_\_\_
5. TEMPERATURE: \_\_\_\_\_

TEST ITEM:

a. LOADING TIMES:

TIME TO LOAD MINI-GUNS: \_\_\_\_\_ MINUTES  
 TIME TO LOAD 20 MM CANNON: \_\_\_\_\_ MINUTES  
 TIME TO LOAD 2.75 INCH ROCKETS: \_\_\_\_\_ MINUTES  
 NUMBER OF ROCKETS LOADED: \_\_\_\_\_

NOTE: In the following tests, record all malfunctions and stoppages, as well as corrective action taken and position of aircraft when stoppage occurred.

b. PHASE 1 - 2.75 INCH ROCKETS:

| <u>ACTIVITY:</u>                           | <u>PERFORMANCE:</u> |
|--|---------------------|
| FIRE ONE ROCKET                            | _____               |
| FIRE ONE PAIR OF ROCKETS                   | _____               |
| FIRE SALVO OF ROCKETS                      | _____               |
| NUMBER OF ROCKETS FIRED: _____             |                     |
| NUMBER OF ROCKETS REMAINING IN PODS: _____ |                     |

COMMENTS:

## c. PHASE 2 - MINI-GUNS, VARIOUS MANEUVERS:

| <u>ACTIVITY:</u>                               | <u>PERFORMANCE:</u> |
|--|---------------------|
| FIRE 10 3-SECOND BURSTS                        | _____               |
| FIRE REMAINDER OF AMMUNITION IN ONE LONG BURST | _____               |

COMMENTS:

## d. PHASE 3 - 20 MM CANNON, VARIOUS MANEUVERS AND TURRET POSITIONS:

| <u>ACTIVITY:</u>                               | <u>PERFORMANCE:</u> |
|--|---------------------|
| FIRE 10 3-SECOND BURSTS                        | _____               |
| FIRE REMAINDER OF AMMUNITION IN ONE LONG BURST | _____               |

COMMENTS:

## e. RELOAD ROCKETS, MINI-GUNS, AND CANNON FOR PHASE 4:

## f. PHASE 4 - ALL WEAPONS:

| <u>ACTIVITY:</u>   | <u>PERFORMANCE:</u> |
|--|---------------------|
| DEMONSTRATE SIMULTANEOUS USE OF ALL WEAPONS IN A HIGH SPEED SIMULATED COMBAT ATTACK. |                     |

COMMENTS:

## SIGNATURES:

CREC: \_\_\_\_\_

DMOWA: \_\_\_\_\_

IICF AVIATION: \_\_\_\_\_

ARSEC: \_\_\_\_\_

BELL CO.: \_\_\_\_\_

OBSERVER NO. 1 \_\_\_\_\_

OBSERVER NO. 2 \_\_\_\_\_

Itinerary Schedule in Iran( this itinerary is based upon to arrival of Helicopte

|              |   |
|--------------|---|
| 1st. August  | Arrival two C-130 to Ghaleh Morghi airport    |
| 1st-5 August | Assemble AH-1J-B214 and flight test           |
| 6 August     | (AM) En Route Tabriz-(PM) Prepare for tests   |
| 7 =          | Conduct performance and firing tests          |
| 8 =          | (AM) En Route Sanandaj-(PM) Prepare for tests |
| 9 =          | Conduct performance and firing tests          |
| 10 =         | En Route Ahvaz-Prepare for tests              |
| 12 =         | Conduct performance and firing tests          |
| 13 =         | (AM) En Route Bushehr-(PM) Prepare for test.  |
| 14 =         | Conduct performance and firing tests          |
| 15 =         | (AM) En Route Esfahan-(PM) Prepare for tests  |
| 16 =         | Conduct performance and firing tests          |
| 19 =         | (AM) En Route Teheran                         |
| 20-25 August | Prepare for Ali Abad performance              |
| 26 =         | Ali Abad performance                          |
| 27 =         | Commence disassembly                          |

## IRAN TOUR SCHEDULE

|             |                                    |                    |
|-------------|------------------------------------|--------------------|
| D Day       | Arrival (C130)                     | Teheran            |
| D + 1       | Assemble 214 and J                 | Teheran            |
| D + 2, 3, 4 | Shakedown and Practice Demo        | Teheran & Ali Abad |
| D + 5       | Demo                               | Ali Abad           |
| D + 6 (AM)  | En route Tabriz                    |                    |
| (PM)        | Prepare for Test                   | Tabriz             |
| D + 7       | Conduct Performance & Firing Tests | Tabriz             |
| D + 8 (AM)  | En route Sanandaj                  |                    |
| (PM)        | Prepare for Test                   | Sanandaj           |
| D + 9       | Conduct Performance & Firing Tests | Sanandaj           |
| D + 10 (AM) | En route Bushehr                   |                    |
| (PM)        | Prepare for Tests                  | Bushehr            |
| D + 11      | Conduct Performance & Firing Tests | Bushehr            |
| D + 12 (AM) | En route Esfahan                   |                    |
| (PM)        | Prepare for Tests                  | Esfahan            |
| D + 13, 14  | Tests at Esfahan                   | Esfahan            |
| D + 15 (AM) | En route Teheran                   |                    |
| (PM)        | Commence Disassembly               | Teheran            |
| D + 16      | Load C130's                        | Teheran            |

Note: Based on five-day workweek, Thursday and Friday off.

is in line

MC BIRCHMANN  
 MAJ. AFSABI, Melvada  
 Capt. Hejazi, Mohammed  
 COT. Tabatabaei  
 Charlie Teelan  
 \* M.J. Anderson  
 Lt. Shapouri  
 Bahrami Mohammad  
 Maj. Saadighi, Youssef  
 Lt. Col. N. Davran  
 Lt. Col. Nickerson

Combat ~~Chief~~ <sup>Chief</sup> ~~of~~ <sup>of</sup> ~~the~~ <sup>the</sup> ~~Army~~ <sup>Army</sup> ~~Av.~~ <sup>Av.</sup>  
 CHIEF C/SEC  
 Army Av.  
 H-1  
 C/SEC  
 Distech Inst.  
 RTI  
 RTI  
 Nung  
 DMIC  
 DMIC  
 ALMSITMATHI

Salam

20/07 23.06 #  
 2575 A TAXI TN  
 758229 BELL HELICOPTER CO FT WORTH TEX MSG 146 7-20-72 405PM

951-2575 TEHRAN IRAN

ATTN J GALLAGHER

REUR MSG 264/72. ITEM CC.  
 WE HAVE RECEIVED YOUR TELEXES 249, 256, AND 257.

SYLVESTER BELLCRAFT

END BL#  
 2575 A TAXI TNM  
 21/07 07.10 #  
 2575 A TAXI TN  
 758229 BELL HELICOPTER CO FTW TEXAS MSGNO 149 7-20-72 1131PM  
 9512575 AIR TAXI TN TEHRAN IRAN

ATTN: J. GALLAGHER

REF 0997  
 PER YOUR REQUEST, FOLLOWING INFORMATION IS PROVIDED:



| NAME  | DEPARTURE DATE | FLIGHTS  | ARRIVAL DATE/TIME-TEHERAN |
|---|----------------|--|---------------------------|
| AA E J SMITH  | 22 JULY        | DALLAS/JFK AA0350<br>JFK/FRANKFORT TWA0740<br>FRANKFORT/TEHERAN IR0720 | 24 JULY/2300 HRS          |
| BB JAKE BROWN   | 27 JULY        | DALLAS/JFK AA0350  | 29 JULY/12:15AM           |
| CLEM BAILEY   | 26 JULY        | JFK/ATHENS TWA0800   | + +                       |
| ROGER HUFFAKER  | 26 JULY        | ATHENS/TEHERAN KLM0507   | + +                       |
| LES WELD  | NOW IN ATHENS  |  | + +                       |
| CLIF BURCHETT   | NOW IN ATHENS  |  | + +                       |
| CC DAVE GLIDDEN   | 29 JULY        | DALLAS/JFK AA0350  | 30 JULY/ 9:50PM           |
| WARD CARSTENSEN   | +              | JFK/FRANKFORT TWA0740  | + +                       |
| SCOTT GEORGE  | +              | FRANKFORT/TEHERAN<br>PAN AM 02   | + +                       |
| DD GENERAL ELECTRIC   |                |  |                           |
| LOU BREZEE  | -----          | FRANKFORT/TEHERAN PAN AM 02  | 30 JULY/9:50P             |
| GEORGE SINTZ  | -----          | FRANKFORT/TEHERAN PAN AM 02  | 30 JULY/9:50PM            |
| DARRELL CAMPBELL  | -----          | BREZEE/SINTZ WILL KNOW ARRIVAL TIME                                    |                           |
| EE BENDIX-JAMES HILL  | -----          | FRANKFORT/TEHERAN PAN AM 02  | 30 JULY/9:50P             |
| FF UACL   |                |  |                           |
| RICHARD MCCLAREN  | NOT KNOWN      | NOT KNOWN  | 8 AUGUST                  |
| PETER BRUGMANS  | NOT KNOWN      | NOT KNOWN  | 1 AUGUST                  |
| GG LYCOMING   |                |  |                           |
| KEN STRYKER   |                | BOAC 0812  | 31 JULY/12:01<br>AM       |
| ACCOMMODATIONS FOR STRYKER COORDINATED BY CHARLES YOUNG; LYCOMING<br>REP. IRAN.                               |                |  |                           |
| HH HOWZE/SYLVESTER/RUDNING. ARRIVAL TIME, ETC. ALL PENDING AND WILL<br>RELAY AT LATER DATE PER FMS DIRECTION. |                |  |                           |
| II. D., J.3RD AND L. SEND ALL THEIR LOVE.   |                |  |                           |
| TOPPING   |                |  |                           |
| BELLCRAFT   |                |  |                           |
| CD  |                |  |                           |
| 2575 A TAXI TN.....M  |                |  |                           |

*JC*  
21.7.72

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date: July 22, 1972.No. 13/1189

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفرانی: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. J. Gallagher,  
Regional Marketing Manager,  
Bell Helicopter Co.,  
Teheran.

Dear Sir,

Re: Visit of Iran's Finance Minister to the United States

In reply to your Memorandum dated July 19, 1972, incidently the Minister of Finance was in my office today. His exact itinerary has not yet been definitely set up, and since the Bell Management is expected in Teheran soon, may we suggest that the meeting be arranged here by us, at the Minister's convenience, upon arrival of the Bell team?

Yours truly,  
AIR TAXI COMPANY,

W. M. Zanganen,  
Managing Director.

cc: Mr. F. Sylvester.

KI/mgm

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تگرافی: تهران ارتاکسی

Date July 23, 1972.No. 5/13/1137

Yr. Ref. \_\_\_\_\_

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. J. Gallagher, Regional Marketing Mngr.,  
Bell Helicopter Co.,  
Teheran.

Dear Sir,

Re: Arrival of IIAF C-130s to Fort Worth's Carswell Air Force Base for the purpose of transportation of the Bell Model AH1J and 214A Helicopters to Iran.

With reference to your memorandum dated July 19, 1972, we are pleased to inform you that as a result of our direct approach to the IIAF' authorities, arrangements have now been made to ensure that two C-130 aircraft be available at Carswell Air Force Base on July 27 or even earlier.

As you are aware both General Toufanian and Mr. Dehesh are presently on a two-week trip abroad. In their absence and without their coordination, the rescheduling of the arrival of the two C-130 transport aircraft in Fort Worth seemed impossible. However, realizing the importance of your original schedule we did our best and, fortunately, succeeded to obtain the IIAF's confirmation in this regard.

Please find enclosed photocopy of the IIAF' telex addressed to Col. Babil, N.Y.C., in the Persian language the translation of which is attached thereto.

Assuring you of our best cooperation at all times, we remain,

Yours faithfully,  
AIR TAXI COMPANY,

W  
A.H. Zanganeh,  
Managing Director.

cc. Mr. F. Sylvester.

mgm

Translation of Telex

Lt. Col. Rabi

1. Capt. Tovhidi, Chief Pilot of C-130 a/c, S/N 5-139, who was destined to Baltimore, is now enroute to Fort Worth, Texas, Carswell A.F.B., to pick-up helicopter.
2. Should an aircraft (C-130) be available in the factory (Lockheed) before July 28, please have it depart to Fort Worth. Two aircraft are required in Fort Worth.

Col. Ashari  
for Col. Ghafari



WHAT DO YOU WANT ????????????

PLS GIVE ME 422206 U S A  
 COMPL  
 OK  
 VIA WIEN 1155 GMT DFDF

LT.COL. RABII  
 1-5-139 CCPT TGVHIDI KE MAMOUR BALTIMOR  
 AST BE FORT WORIH. TEX CRASELL A.F.B  
 AZAM.VA HELICOTER.BIAVARAD.  
 2-AGAR GHABL AZ 28.JULY HAVAPEYMA  
 DAR KARHANEH HAZER BCUD BE FORT  
 WORIH EZAM.SHAVAD DCU FARVAND HAVAPEY  
 MA DAR FORT WORIH LAZEM AST

COL ASHARI  
 FOR GHAFARI

NNNN++++

*Photocopy of the telex from Col. Ashari,  
 DCS/Material, I.I.A.F., addressed to Lt. Col.  
 Rabii, Chief of I.I.A.F. Purchasing Mission  
 in New York, N.Y., U.S.A. The text of this  
 telex is in Persian Language, translation of  
 which is enclosed herewith. M.*

FORT WORTH 758229 TEXAS USA

MOM PLS  
VIA WIEN 0751 GMT DFDFDF  
BELL HCPTR FTW

11.18

2575 A TAXI TN  
BELL HELICOPTER CO FTW TLX 758229  
JULY 26/72  
REF 272/72ATTN MR SYLVESTER

RE YOUR TELEX 193-

AA NO PROBLEM.  
BB ONLY BALLAST REQUIRED WILL BE THAT TO OBTAIN PROPER EMPTY  
WEIGHT C.G.  
CC AM USING MAX EFFORT. JOE WILL SIGN AGREEMENT AFTER CONSULTATION  
WITH ALICE.

NU SUBJECT

AA URGENTLY NEED DESCRIPTIVE LIT AND PHOTOS OF AIRCRAFT IN PROPOSAL  
TO ACCOMPANY FIRST ARRIVAL.REGARDS GALLAGHER

2575 A TAXI TN

⊕  
BELL HCPTR FTW

2575 A TAXI TN

*JH* 26.7.72

|       |            |
|-------|------------|
| Joe   | Air Taxi   |
| Alice | Dehosh     |
| Lit   | Literature |

28/07 07.39 ☺  
2575 A TAXI TN  
758229 BELL HELICOPTER CO FTW TXAS MSGNO 224 77-27-72  
1210PM  
9512575 A TAXI TN

AIR TAXI  
ATTN: J. GALLAGHER

AA) REFERENCE YOUR 274/72 REGARDING CC). YOUR FRIEND ASSIGNED TO HELEN WHO VISITED SOMETIME AGO AND HIGHLY IMPRESSED WITH SWORDY, IS CURRENTLY VISITING SIK AND HAS HAD DEMO OF BLACKHAWK, SUGGEST VISIT HAS NO DIRECT BEARING.

BB) C-130 ARRIVED TODAY. LOADING SCHEDULE FOR 28TH WITH DEPARTURE 29TH.

MITCHELL  
BELLCRAFT  
END CD

MSG WELL RCD WILL PASS TO MR GALLAGHER MR IRANZAD WILL TAKE TO HOTEL BEST REGARDS

THANK YOU VERY MUCH  
BIBI  
BIBI

*JH*  
*28-7-72*  
*0922*

758229 BELL HELICOPTER CO FTW TEXAS MSGO 247 7-28-72 1055PM  
9512575 TEHERAN IRAN A TAXI TN

ATTN: J. GALLAGHER

(جایگاه)

FOR IMMEDIATE DELIVERY TO J. GALLAGHER,

MAY HAVE CARGO IN EXCESS OF THAT ALLOWED TO BE SHIPPED ON C130'S. NEED BY RETURN CABLE ADVICE AS TO CONSIGNEE FOR ANY MATERIAL THAT MAY HAVE TO BE SHIPPED COMMERCIAL TAKING INTO CONSIDERATION CUSTOM CLEARANCES, WAIVER OF IN COUNTRY CUSTOMS, CONSULAR INVOICES, ETC.

ANTICIPATE AIRCRAFT DEPART CARSWELL 0800 LOCAL TIME JULY 29. PROJECT 30 HOUR LAPSED FLYING TIME WITH MINIMUM OF TWO RON. SUGGEST EARLIEST ARRIVAL LATE 31ST. WILL ADVISE FIRM FLIGHT PLAN LATER.

MITCHELL  
BELLCRAFT  
END CD

RECD MESSEGE OK STTEE STOP NAME OF THE CONSIGNEE IIAF OR AIRTAXI STOP WILL ARRANGE AND ASSIST ALL CUSTOMS FORMALITIES AND CLEARANCE STOP WILL PASS YOUR MESSEGE TO JACK IMMEDIATELY THANKS AND BEST REGARDS TRANZAD END OF MESSEGE

THANK YOU BIBI  
BIBI  
2575 A TAXI TN,,,,,T

sh  
29.7.72  
07:15



11.22

BELL HCPTR FTW.

2575 A TAXI TN  
 BELL HELICOPTER CO FTW TLX 758229  
~~JULY 29/72~~  
~~REF 277/72~~

ATTN D MITCHELL - URGENT - MUST BE RELAYED TO D MITCHELL  
 IMMEDIATELY.

REFERENCE YOUR PHONE CALL. HAVE CONTACTED GENERAL AZARBARZIN WHO  
 HAS SENT CABLE TO NY OFFICE TO PASS IRANIAN PILOTS

- 1) TO CARRY REQUIRED AMMO
- 2) WILL EXPEDITE OVER FLIGHT CLEARANCE
- 3) TO CUT OUT NIGHTSTOPS TO ARRIVE TEHERAN 1ST AUGUST

GEN AZARBARZIN SAYS WEIGHT LIMIT IS 25,000LBS. ~~IF YES~~ IF OUR  
 LOAD IN EXCESS OF CAPACITY FOR BOTH C-130S WE WILL HAVE TO SHIP  
 REMAINING EQUIPMENT VIA COMMERCIAL TO TEHRAN IIAF CARE OF AIR TAXI  
CO. CUSTOMS CLEARANCE WILL BE TAKEN CARE OF AT THIS END BY IIAF  
AND AIR TAXI CO.

CONFIRM TO US THAT MR MITCHELL HAS RECEIVED THIS TELEX

THANKS J GALLAGHER

2575 A TAXI TN

⊕  
 BELL HCPTR FTW

2575 A TAXI TN

29.7.72

29/07 18.34 #3

2575 A TAXI TN  
 758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 251 7-29-72  
 1131AM CST  
 AIR TAXI IRAN 951 2575  
 ATTN A GALLAGHER

CONFIRMED RECEIPT YOUR REF 277/72

SYLVESTER /MITCHELL  
 BELLCRAFT  
 ENDM

2575 A TAXI TN

29.7.72



**BELL  
 HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A **Textron** COMPANY

Inter-Office Memorandum

Tehran, July 31, 1972.

To: Mr. A.H. Zanganeh

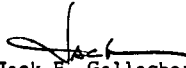
Copy to - Mr. K. Iranzad

Subject: Transportation of Bell' Demo Team Members

With the arrival of the two IIAF C-130s in Teheran we will require a mini bus to transport those necessary Bell' personnel to and from the Inter-Continental Hotel and Qaleh Morghi airfield.

It is requested that this bus be made available throughout the demo tour as needed.

Thanking you for your assistance.

  
 Jack E. Gallagher Jr.  
 Regional Marketing Manager.

BELL HELICOPTER CO FTW 758229.

AUG 1/72  
REF 282/72

ATTN SYLVESTER/MITCHELL  
RECEIVED YOUR TELEX NO 256 AND HAVE FURTHER INFORMATION AS FOLLOWS:

- AA ONE C-130 WILL ARRIVE HERE AUG 2 AND THE OTHER ON AUG 3.  
INFO RECEIVED THROUGH JOE FROM KAREN.
- BB YOUR MSG 256 QUOTE I SHOULD ARRIVE VIA COMMERCIAL 8-1  
UNQUOTE. IS THIS REFERRING TO PATTERSON OR SELF? AND OR  
.85(03))?
- CC HAD EXTREMELY GOOD MEETING WITH MARY TODAY AND AT HER INVITATION  
WILL HAVE MEETING TOMORROW WITH KAY. PURPOSE IS TO -  
A) DISCUSS PARTICIPATION KARAJ DEMO  
B) DISCUSS OUR PROPOSED PROGRAMME IN GENERAL.

REGARDS GALLAGHER

PARA BB READ WELL AND OR MITCHELL?

2575 A TAXI TN

*JV*  
*1.8.72*

|              |                        |
|--------------|------------------------|
| <i>Joe</i>   | <i>Air Taxi</i>        |
| <i>Karen</i> | <i>I.I.A.F.</i>        |
| <i>Mary</i>  | <i>Gen. Khosroodad</i> |
| <i>Kay</i>   | <i>Gen. Minbashian</i> |

2575 A TAXI TN  
REZAYAT KWT  
2575 A TAXI TN

11-04

KUWAIT  
2ND AUGUST, 1972

MESSAGE NO. 3872

AIR TAXI, TEHERAN.

ATTENTION: K. IRANZAD.

PLAN TO ARRIVE TEHERAN TOMORROW AUG. 3 2300 HRS IR 608 FROM KUWAIT. APPRECIATE HOTEL RESERVATION AND LOOK FORWARD TO SEEING YOU ALL.

BEST REGARDS, HORSLEY

2575 A TAXI TN  
MOM WILL MAKE RESERVATION INTERCONTINENTAL? OK?

MOM

MR. HORSLEY IS OUT PLS+?

OK FINE I WILL DO THE BOOKING BIBI TKS VM

*Reserv. O.K.  
2-8-72*

BELL HELICOPTER CO FTW 758229  
AUG 2/72  
REF 284/72

CO. 1

ATTN F SYLVESTER

RECEIVED YOUR MSG 003 WITH REGARD TO ARRIVAL AND REQUEST FOR MEETING.

AA SATURDAY IS NATIONAL HOLIDAY (CONSTITUTION DAY). INDIVIDUAL AT MIO NOT IN TOWN AND NOT EXPECTED BEFORE SUNDAY.

BB PLEASE BRING LETTER FROM DON BLOOM THAT IS DUE SMITTY.

GALLAGHER

2575 A TAXI TN

*JA  
2-8-72*

Internal Memorandum

Aug. 6 1972.

From: K. Iranzad, Sales Manager.

The detailed programme for the demonstration of two Bell Helicopters Models AH-1J (Huey Cobra) and 214 was properly arranged as explained in previous memos. 'CREC' (Combat Research Evaluation Command) Test Committee consisted of the following:

1. General Broomandan, Chief of Command.
2. Major Afsahi, representative of the IIAA.
3. Captain Hejazi, representative of IIAF.
4. Captain Tabatabaai, representative of IIGF.
5. Lt. Shahpouri, representative IIN.
6. Major Sadeghi, Deputy Minister of War for Armament.
7. Mr. Bahrami, " " "
8. Lt. Col. Doiron, representative of Armish-Maag.
9. Lt. Col. Nicholson, representative Armish-Maag.

Air Taxi was entirely mobilised and every possible facility and assistance was made available. Mr. R. Taghavi and Mr. Ali Shahyalani were assigned to assist the demo team as interpreters and in any other way possible. All the required information i.e. route maps etc. were also put at their disposal.

The demo team also consisted of representatives of Avco Lycoming, UACL (Pratt & Whitney) Bendix and General Electric. During the demonstration the management of BHC consisted of General H. Howze, Mr. Sylvester, Mr. Rudning, Mr. J. Gallagher and Mr. C. Horsley were also in Teheran.

The demonstration sites were as follows:

Tabriz  
Sanandadj  
Bushire  
Isfahan  
Teheran

Ahwaz was added to the list of demo sites later on.

AIR TAXI

INTERNAL MEMO

ارتاکسی

MEHRABAD

یادداشت داخلی

مهرآباد

Tel. 68992  
611967

Date Aug. 6, 1967

تاریخ ۶۸۹۹۲  
۶۱۱۹۶۷ تلفن

From

کوبنده خ ایران زارد

To

گیرنده

Request

مورد درخواست

هذا نظر به در باره سفرهای قبلی (۱) ره سفر برنامه تفصیلی  
نمایند و در فرودگاه نیویورک مدل AH-1J (هیونگبری) و 214  
طرح برتری شده بود. از عضو محبت ارز نیویورک CREC  
عبارت بودند :-

- (۱) تیمار پرومندان - رئیس کلبه
  - (۲) سرگرد اختری - نماینده هواپرواز
  - (۳) سروان سجادی - نماینده نیویورک هرابی
  - (۴) سروان بلطاجی - نماینده نیویورک زمین
  - (۵) ستوان س. هیری - نماینده نیویورک در تاقی
  - (۶) سرگرد صدری - نماینده سازمان معاونت نیویورک وزارت جنگ
  - (۷) آقای هرابی
  - (۸) سرهنگ ۲ دورون - نماینده مهندسی آمریکا
  - (۹) سرهنگ ۲ نیلسون - " " " "
- شرکت ارتاکسی که در حال تاسیس بوده و کلیه دست  
و وجهی جهت لازم آماده در اختیار شده بود. که تا یک جهت تقوی  
در حال راه اندازی ناموست یافته اند لیکن مترجم در آنها

Action Taken

Sgd

اقدام انجام شده

Sgd

AIR TAXI

MEHRABAD

Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date Aug 7, 72

تاریخ

ارتاکسی

مهرآباد

تلفن : ۳۸۹۹۲  
۶۱۱۹۶۷

From

گوینده

To

گیرنده

Request

مورد درخواست

در اختیار رتبه نماینده و کارمندان و هرگونه مساعدت در پیج نمائید.  
طبقه اطلاعات لایسنس و معتمد - نقشه های جغرافیایی و غیره در  
اختیار در دسترس رتبه نماینده قرار گرفت. رتبه نماینده علاوه بر  
نمایندگان هوا و ادا در Bell سایر نمایندگان جدیدی که  
در گذشته در لایسنسینگ و پرواز لند و استر - بندیکس  
و جنرال الکتریک بود. در تمام طول نماینده جدید نیز در تهران  
Bell از جمله ژنرال هاوز - ژنرال سلویستر - رادسینگ،  
گاکورد هریس در تهران اقامت دارند. همچنین نماینده عبارت

امضاء  
Action Taken

لجورد لند - تبریز - سنندج - لوردر - اصفهان - تهران  
و در هرگز ص سر لاینر بعد از به برنامه از مذاکره است.

Sgd

اقدام انجام شده

امضاء

Sgd

BELL HELICOPTER CO FTW 758229  
 AUG 7/72  
 REF 288/72

- AA ATTENTION D MITCHELL.  
 URGENT HAVE ATKINS AND RUDNING CALL ME INTERCONTINENTAL  
 TEHRAN (TEL : 635021-9) 0900 FORT WORTH TIME MONDAY.
- BB ON SATURDAY 214 DID IMPROMPTU AND IMPRESSIVE PERFORMANCE WITH  
 FULL FUEL AND ALL SEATS FILLED INCLUDING BABS AND MARY.
- CC ON SUNDAY MAVIS WITH MARY IN FRONT SEAT GAVE OUTSTANDING PER-  
 FORMANCE FOR JANE AND ALL ASSOCIATES.
- DD TEAM MOVED LATE SUNDAY AFTERNOON AND PROGRAM ON SCHEDULE.  
 NO PROBLEMS EXCEPT UNABLE LOCATE THIRD 130 AND BADLY NEED  
 CONTENTS.

SYLVESTER (ROOM 1137)

2575 A TAXI TN

*SA*  
*7.8.72*

|              |                       |
|--------------|-----------------------|
| <i>BABS</i>  | <i>Gen. Twitchell</i> |
| <i>MARY</i>  | <i>Gen. Khosrodad</i> |
| <i>JANE</i>  | <i>H. I. M.</i>       |
| <i>MAVIS</i> | <i>AH-IJ</i>          |



Internal Memorandum

Aug 8 1972

From: K. Iranzad, Sales Manager.

Upon the arrival of the demonstration helicopters we immediately arranged all formalities for Customs clearance and transport of the C130s carrying these helicopters to Galeh Morghi Air Force Base. The Helicopters were unloaded and reassembled for test flight. All the necessary facilities were arranged and Air Taxi Co. was made the headquarters of the team.

Regular meetings were held with the Commanders of all the Forces as well as Mr. Dehesh to coordinate the forthcoming demonstration. The different Departments of Air Taxi Co. namely Operations, Maintenance, Despatch etc. as well as our Customs' Official, Mr. Salamat, were on duty round-the-clock. We compiled all the useful information and passed same to Bell Helicopter Co. under telex. Certain confidential information required by Bell Helicopter Co. was also obtained and passed to them in Fort Worth, which was urgently required for the demonstration i.e. communication type, frequencies, nav aids. Specifications of the IIAA's camouflage scheme was also obtained and handed to Mr. Gallagher in Teheran.



AIR TAXI

INTERNAL MEMO

ارتقا کسي

MEHRABAD

يادداشت داخلي

مهرآباد

Tel. 68992  
611967

Date Aug 8, 72

تاريخ

تلفن 68992  
611967

From

کوبنده خ- ابراهیم راز

To

کیرنده

Request

مورد درخواست

مجدد رسیدن هلیکوپتره ناسا ترتیبات لغو نموده است امروزه  
بترخیص مکتبه و انتقال هواپیما ۱۳۵۰-۱-۱۰۰ به نزدگاه قلمه مری (۱۳۵۰-۱-۱۰۰)  
هلیکوپتره که از هواپیما ۱۳۵۰-۱-۱۰۰ و مجدداً مشغول بعب و حج آوردن است.  
کلیه دستورات روزیاز به اختیار آنرا گذاشته شده و شرکت کراس کنترال  
محمولیت است.

صحت متعدد با نظیر فایده آن در کامی دهنر تغییر یافته و لزوم  
هم اینک که امر است تا بیشتر موقعیت آمیز مبدع و کثرت -  
صحتی مختلف که کسی از دستر محلیت - تله لری - دریج و غیره  
و همین کار سلامت مانده مکتبه تا ۲۴ ساعت کثرت و آماره

خدمات مبدع - اطلاعات معین روزیاز Bell  
مربای حج آوردن و رسیدن مکتبه در اختیار آنرا گذاشته شده -  
مانند لفظاً اطلاعات حرمانه نیز کتب و به صورت مرتب  
مکتبه (مکتبه) و سایر مکتبه - فکالت و  
نوع و سایر مکتبه و غیره - مکتبه استوار مکتبه امروزه  
و شماره مکتبه نیز کثیر و در اختیار مکتبه مکتبه  
Bell در آن گذاشته شده

A - 224

Sgd

اقدام انجام شده

Sgd



BELL HELICOPTER CO FTW 758229

AUG 9/72  
REF 292/72

ATTN DEE MITCHEL, INTL MKTING - ADVISE CONCERNED

- AA UNDERSIGNED PROCEEDING SANANDAJ THIS DATE. EXPECT RETURN TEHRAN FROM AHWAZ OR BUSHIRE DEPENDING ON TEST PERFORMANCE THEN REJOIN TEAM AT ISFAHAN.
- BB TRAVEL PLANS JFA CRR HHH LOOK <sup>o</sup> OKAY.
- CC DYNELECTRON REP FRINCKS (?) HERE WITH PROPOSAL TO FURNISH COMPANY LEVEL MAINTENANCE TEAMS FOR DEPLOYMENT TO FIELD UNITS.
- DD INTENSIFIED EFFORTS TO GET IHI ON PRODUCTION BASIS CAUSE FOR MUCH CONCERN AND CONSENSUS IS THAT IT CANNOT SUCCEED THEREFORE OPINION IS THAT FUNCTION SHOULD BE LIMITED TO MAJOR OVERHAUL ONLY.
- EE LONG DISCUSSION MONDAY BETWEEN BABS AND SCHOOL INDICATE DECISION ALREADY TAKEN OUR FAVOR AND TEST PROGRAM PURPOSE TO PROVIDE JUSTIFICATION.
- FF MFRA AMENDMENT NO 1 EXECUTED BY JOE AIRMAILED TODAY. EXECUTION AT YOUR END AND RETURN AIRMAIL IS URGENT REPEAT URGENT. PLEASE CONFIRM RECEIPT AND ACCEPTANCE THIS PLAN BY RETURN TELEX

SYLVESTER

2575 A TAXI TN

*SL*  
9.8.72

|        |                |
|--------|----------------|
| JFA    | Mr. Atkins     |
| CRR    | Mr. Rudning    |
| HHH    | Gen. Houze     |
| Babs   | Gen. Twitchell |
| School | Sean           |
| JOE    | Air Taxi       |

2575 A TAXI IN  
TLX 758229 BELL HELICOPTER FT WORTH TEX MSG 169 8-11-72 815P  
AIR TAXI CO  
MEHRABAD AIRPORT TEHERAN IRAN 9512575  
ATTN A H ~~ZANGENEH~~ ZANGENEH

*Bell*

TWO RECENT 206 ACCIDENTS ARE CURRENTLY BEING INVESTIGATED  
IN WHICH THE MAIN ROTOR HUB STRAP FITTING, PART NUMBER  
206-010-155-7, IS SUSPECT.  
THEREFORE, BELL HELICOPTER COMPANY IS PLACING A MANDATORY  
400 HOUR RETIREMENT LIFE ON SUBJECT FITTING.  
THIS MESSAGE DOES NOT AFFECT THE ESTABLISHED LIFE OF THE  
206-010-155-11. FITTING.

WILLIAM J DIEHL  
SERVICE MANAGER  
BELLCRAFT  
END TU RC

⊕  
2575 A TAXI TN  
,,,,,T

*JA*  
*12-8-72*

AUG 12/72  
REF 299/72

*Bell/Young*

ATTN RJ MONEY DEPT 17V

- AA KEN STRYKER HAS REPORTED FROM THE CITY OF AHWAZ THAT THE DEMO IS BEING RECEIVED VERY WELL. THE BELL MODEL 214 HAS MET ALL SPECS AND IN ALL CASES EXCEEDED THEM. THEY ARE HAVING A PROBLEM WITH HUNG STARTS. THE ENGINE HANGS UP AT ABOUT 40-50 PERCENT N1 SPEED WITH A GRADUAL RISE IN EGT. CONSENSUS OF OPINION IS THE PROBLEM IS WITH THE BATTERY INSTALLATION. HOWEVER, KEN HAS MADE AN ADJUSTMENT TO THE ACCELERATION SCHEDULE AS REQUESTED BY BELL PERSONNEL. KEN WOULD APPRECIATE ANY COMMENTS FROM THE SERVICE DEPT REGARDING PROBLEM. BELL BELIEVES POSSIBLE FUEL CONTROL MALFUNCTION AND HAS SHIPPED SPARE CONTROL TO AHWAZ FOR POSSIBLE USE.
- BB HAVE NO WAY OF OBTAINING MR O'LERYS PASSPORT NUMBER OR IRANIAN VISA NUMBER. HE IS OUT OF THE COUNTRY. SUGGEST YOU CONTACT HIM IN ENGLAND, IF OEEH IF YOU HAVE AN ADDRESS.
- CC ATTN COLIN EVANS. RECEIVED YOUR TELEX 5V-W133 ASSISTED MR REED, CHIEF ENGINEER OF IHI ON 5 AUGUST WITH SPECIAL TOOLS AND SPARE PARTS TO CHANGE NUMBER THREE SEAL ON LEOB309. OUR ASSISTANCE WAS NOT REQUIRED TO PERFORM MAINTENANCE.

REGARDS C YOUNG

2575 A TAXI TN

*JA*  
*12-8-72*

Copy  
Bell

BELL HELICOPTER CO FTW 758229  
AUG 12/72  
REF 296/72

ATTN MITCHELL  
HAVE NOT RECEIVED AH1J MAINTENANCE MANUAL AND PARTS CATALOG.  
PLEASE TRACE AND ADVISE.

REGARDS GALLAGHER

2575 A TAXI TN

OK  
12.8.72

AVCO STRD  
AUG 12/72  
REF 298/72

Copy  
Bell

ATTN GRIMES REFERENCE YOUR TELEX 12 AUGUST 11/72, MR GALLAGHER OF BELL HELICOPTER CO HAS SENT FOLLOWING TELEX TO BELL HELICOPTER FORT WORTH TODAY:

QUOTE ATTN MITCHELL COPY GRIMES LYCOMING.  
GRIMES SEEMS TO HAVE MISUNDERSTOOD FUEL CONTROL PROBLEM. WE HAVE NOT CHANGED FUEL CONTROL YET. BUT IN ANTICIPATION OF PROBLEM BECOMING SEVERE WE HAVE BROUGHT SPARE TO AHWAZ. AM REQUESTING IF SOME FIX CAN BE MADE ON CURRENTLY INSTALLED FUEL CONTROL.  
REPEAT - PROBLEM IS DURING ACCELERATION FROM 40 TO 60 PERCENT WHERE STARTER MUST BE ENGAGED THEREBY OPENING MAIN FUEL TO BRING ENGINE TO SPEED. GALLAGHER UNQUOTE

2575 A TAXI TN

OK  
12.8.72

1000

1019

12/08 16.20 ☼  
2300INTRCON TN

75-8229 INTL TLX PF FTW TEX BELL HELICOPTER CO MSG 177 -812-72  
900 AM

A J PATTERSON  
BELL HELICOPTER CO REP  
C/O INTERCONTINENTAL HOTEL  
TEHRAN IRAN 951-2300

LYCOMING FUEL CONTROL SHIPPED 8-11-72. VIA AMERICAN TO NEW YORK  
P A A TO TEHRAN AWB 001-067-91971.  
ADVISE US OF SHIPMENT OF UNSERVICEABLE CONTROL.

JOHN VETTER  
LOGISTIC CENTER  
BELLCRAFT  
END TU LSB

☼  
2300INTRCON TNMQM  
2300INTRCON TN

|  |  |   |  |   |  |                                   |  |  |  |  |  |                          |  |  |  |
|--|--|---|--|---|--|-----------------------------------|--|--|--|--|--|--------------------------|--|--|--|
| AIRLINE PREFIX<br><b>06791071</b>  |  | SERIAL NO.  |  | ISSUE DATE<br><b>2/13</b>                     |  | FLIGHT / DATE<br><b>06791971</b>  |  | OFF<br><b>06791971</b>                       |  |  |  |                          |  |  |  |
| SHIPPER'S OR SHIPPER'S (ADDRESS OR THEIR CARRIER) AND FIELD ROUTING<br><b>EMALS LOVE FIELD</b> |  |   |  | AIRPORT OF ORIGIN<br><b>EMALS (TUL)</b>       |  |                                   |  | AIRPORT OF DESTINATION<br><b>EMALS (TUL)</b> |  |  |  |                          |  |  |  |
| TO<br><b>JFK</b>   |  | BY FIRST CARRIER  |  | TO  |  | BY                                |  | TO   |  |  |  |                          |  |  |  |
| CONSIGNEE'S ACCOUNT NUMBER   |  | CONSIGNEE'S NAME AND ADDRESS<br><b>BELL HELICOPTER COMPANY<br/>C/O IMPERIAL IRANIAN ARMY AVIATION<br/>GABRIEL HORSCH AIRFIELD<br/>TEHERAN, IRAN</b> |  |   |  |                                   |  |  |  |  |  |                          |  |  |  |
| SHIPPER'S ACCOUNT NUMBER   |  | SHIPPER'S NAME AND ADDRESS<br><b>BELL HELICOPTER COMPANY<br/>P.O. BOX 482<br/>FORT WORTH, TEXAS 76101</b>   |  |   |  |                                   |  |  |  |  |  |                          |  |  |  |
| ISSUING CARRIER'S AGENT ACCOUNT NO.  |  | ISSUING CARRIER'S AGENT NAME AND CITY<br><b>DALE DUTTOWORTH</b>   |  |   |  |                                   |  |  |  |  |  |                          |  |  |  |
| AGENT'S IATA CODE  |  | SIGNATURE OF ISSUING CARRIER OR ITS AGENT<br><i>[Signature]</i><br><b>Dale Duttoworth - Traffic Agent</b>   |  |   |  |                                   |  |  |  |  |  |                          |  |  |  |
| CURRENCY<br><b>U.S.</b>  |  | DECLARED VALUE FOR CARRIAGE<br><b>\$250.00</b>  |  | DECLARED VALUE FOR CUSTOMS<br><b>\$250.00</b> |  | AMOUNT OF INSURANCE<br><b>USD</b> |  |  |  |  |  |                          |  |  |  |
| ACCOUNTING INFORMATION   |  |   |  |   |  |                                   |  |  |  |  |  |                          |  |  |  |
| No. of Packages<br><b>1</b>  |  | Actual Gross Weight<br><b>64</b>  |  | Rate Class<br><b>2B</b>                       |  | Commodity Item No.                |  | Chargeable Weight<br><b>64#</b>              |  | Rate / Charge<br><b>\$2.20</b>                     |  | Total<br><b>\$140.80</b> |  | Nature and Quantity of Goods (incl. dimensions or volume)<br><b>AIRCRAFT PARTS 23"x20"x12" / G</b> |  |
| These commodities licensed by the United States for ultimate destination - <b>23.119</b>       |  |   |  |   |  |                                   |  |  |  | Division contrary to United States law prohibited. |  |                          |  |  |  |
| PREPAID WEIGHT CHARGE  |  | PREPAID VALUATION CHARGE  |  | TOTAL OTHER PREPAID CHARGES                   |  | TOTAL PREPAID                     |  | FOR CARRIER'S USE ONLY AT DESTINATION        |  |  |  |                          |  |  |  |
| 7/   |  | 7/  |  | 7/  |  | 7/                                |  | 7/   |  |  |  |                          |  |  |  |
| OTHER CHARGES (EXCEPT WEIGHT CHARGE AND VALUATION CHARGE)                                      |  |   |  |   |  |                                   |  |  |  | COLLECT CHARGES IN DESTINATION CURRENCY ONLY       |  |                          |  |  |  |
| R  |  |   |  |   |  |                                   |  |  |  | COD AMOUNT   |  |                          |  |  |  |
| S  |  |   |  |   |  |                                   |  |  |  | TOTAL CHARGES                                      |  |                          |  |  |  |
| T  |  |   |  |   |  |                                   |  |  |  | TOTAL COLLECT                                      |  |                          |  |  |  |
| COLLECT WEIGHT CHARGE  |  | COLLECT VALUATION CHARGE  |  | TOTAL OTHER COLLECT CHARGES                   |  | TOTAL COLLECT                     |  | COD AMOUNT                                   |  |  |  |                          |  |  |  |
| 8/   |  | 8/  |  | 8/  |  | 8/                                |  | 8/   |  |  |  |                          |  |  |  |
| 9/ Address; Invoice 01596; 1/1 Box; Export License T-4398                                      |  |   |  |   |  |                                   |  |  |  | HANDLING INFORMATION                               |  |                          |  |  |  |

COPY 7 (FOR AGENT)

BELL HELICOPTER CO FTW 758229  
 AUG 14/72  
 REF 301/72

COPY

*Bell*

ATTENTION DEE MITCHELL ADVISE CONCERNED

- AA AHWAZ TEST COMPLETED ON SCHEDULE. WE EXPERIENCED FIRST 20MM STOPPAGE NEAR END OF RUN DUE STRETCHED LINK. WITH LARGE NON METALIC 2.75 PODS INSTALLED FOR FIRST TIME THREE OF 38 UNITS MISFIRED. OUR EXPLANATION OF BOTH INCIDENTS ACCEPTED. TWO FOURTEEN SLING LOADED TO 14100 LBS AND 13210 LBS INTERNAL AT SEA LEVAEEE LEVEL 52 DEGREES NO WIND.
- BB TEAM PROCEEDING BUSHIRE SUNDAY FOR TEST MONDAY.
- CC BABS TO EUROPE MONDAY RETURNING TWENTY NINTH. UNDERSIGNED IN TEHRAN SUNDAY FOR SEVERAL REQUESTED CONTACTS. ROUTING, NO MAJOR PROBLEMS. DEPARTING MONDAY 0700 WITH SKATE FOR BUSHIRE TEST AND HAVE MEETING WITH SALMON TUESDAY HIS REQUEST.
- DD NEWLY RECRUITED GROUPEER TEAM VERY ACTIVE AND ARTICULATE CAUSING INCREASING CONFUSION AND CONCERN WITH MARY AND COD.
- EE FOR RUDNING INFO UACL MCLAREN ARRIVED YESTERDAY AND FEELS THAT CHANGE FROM T3 TO T7 SHOULD BE PRESENTED IN CONCERT AS JOINT EFFORT. WE AGREE THAT IT IS UNTIMELY TO ADVANCE THE MATTER NOW. MAYBE AFTER TESTS OR DEMO 26TH . YOUR AND JFA VIEWS APPRECIATED.
- FF REF YOUR MSG 150 8.11.72 PAR GG. ADVISE JFA WEATHER ABOUT LIKE FORT WORTH. MAYBE SLIGHTLY WARMER. REF PAR AA. FORGET IT.
- GG STUDY OF 214 COST EFFECTIVITY COMPARISON MAY HAVE MAJOR IMPACT ON DECISION WHETHER TO GO 100 PERCENT 214 OR FOR A MIX. WHEN CAN I EXPECT TELEXED SUMMARY WHICH SHOULD BE IN COMPLETE DETAIL AND MUST IN EFFECT STAFF CONCLUSION OR RATIONALE READY FOR CUSTOMERS USE. I NEED ASAP.

THANK YOUR ACTIVITY SUMMARY. SYLVESTER

PARA CC READ WELL ROUTINE

2575 A TAXI TN

14.8.72

*sh*



2575 A TAXI TN

*Bell*

14/08 19.18  
2575 A TAXI TN

758229 TELEX PD BELL HELICOPTER CO FTW TEX 8/14/72 1211P CST  
MSG 183

9512575 AIR TAXI  
TEHRAN IRAN

ATTN F M SYLVESTER

YOUR 301 AND GALLAGHER'S 297 RECEIVED. JFA REQUESTS YOU CALL  
EARLIEST CONVENIENCE. WOULD BE PREPARED TO DISCUSS YOUR EE.  
RE: GG CONSENSUS OF PARTIES INVOLVED BELIEVE A TWX TRANSMITTAL  
IMPRACTICAL. RUDNING PLANS TO HAND CARRY STUDY RESULTS. WILL  
ALSO HAVE HAD INTENSIVE BRIEFING AS PERTAINS METHODOLOGY.

MITCHELL  
BELLCRAFT  
END TU RC

2575 A TAXI TN  
2575 A TAXI TN  
RCA 10730 1803

*sk*  
*15.8.72*

ATTN MR K IRANZAD

*Bell*PASS COPY TO J GALLAGHER

ALSO PASS COPY TO C YOUNG OR IN HIS ABSENCE W BURKS AND ASK ONE OF THESE GENTLEMEN TO GET INVOLVED WITH K STRYKER ON THIS PROBLEM.

OUR REF: 5V-W146

AS WE INTERPRET PROBLEM DESCRIBED ON MODEL 214 FUEL CONTROL, STARTER MUST BE KEPT ENGAGED IN ORDER TO ACCELERATE THRU 40 TO 60 PERCENT SPEED RANGE. OUR UNDERSTANDING IS THAT THIS ACTION PRIMARILY ASSURES THAT STARTING FUEL FLOW IS MAINTAINED TO THE ENGINE UNTIL SPEED STABILIZATION IS OBTAINED. MAINTAINING STARTER ASSIST UP TO NECESSARY SPEED TO STABILIZE IN AN ACCEPTABLE PROCEDURE PROVIDED ENGINE TEMPERATURE LIMITS ARE MAINTAINED.

IF THIS IS THE ONLY OPERATIONAL SYMPTOM, LYCOMING CONSIDERS F/C CHANGE UNNECESSARY. MORE ACCEPTABLE CRITERIA FOR DETERMINING POSSIBLE F/C CHANGE REQUIRE. SHOULD BE IF ACCELERATION RATE IN OPERATIONAL REGIME THAT IS FLIGHT IDLE TO POWER DETERIORATION BELOW ACCEPTABLE LIMITS OR ANY F/C INSTABILITY.

TO ASSIST US IN BETTER UNDERSTANDING CONDITION THAT EXIST, PLEASE

PLEASE PROVIDE FOLLOWING INFORMATION.

1. TO WHAT SPECIFIC SPEED MUST STARTER ENGAGEMENT BE MAINTAINED TO ASSURE 60 PERCENT SPEED STABILIZATION?
2. TO WHAT SPEED DID PILOT NORMALLY MAINTAIN STARTER ENGAGEMENT PRIOR TO SLOW STARTS
3. HAS TROUBLESHOOTING CONFIRMED THAT MANUAL OVERRIDE SYSTEM FOR START FUEL IS NOT MALFUNCTIONING?
4. DURING START SEQUENCE IS THERE A DISTINCTIVE COMBUSTIVE RUMBLE DETECTED?
5. HAS TROUBLESHOOTING CONFIRMED THAT P3 LINES ARE TIGHT AND FLOW DIVIDER IS FUNCTIONING PROPERLY?
6. IDENTIFY FUEL BEING USED THROUGHOUT DEMONSTRATION TOUR.
7. IDENTIFY AMBIENT TEMPERATURE AND ALTITUDE OPERATING CONDITIONS.

IF F/C CHANGE DOES BECOME NECESSARY, LYCOMING WILL PROVIDE NECESSARY ADJUSTMENTS REQUIRED.

GRIMES

REF 51

#

2575 A TAXI TN.....V

*OK 15.8.7*

17/08 07.20 ☼  
2575 A TAXI TN  
758229 BELL HELICOPTER CO FTW TEXAS MSGNO 220 8-16-72 1215PM  
9512575 TEHERAN IRAN AIR TAXI

*Bell*

ATTN: F. M. SYLVESTER

AGREEMENTS PREPARED BY YOU SIGNED BY JOE RECEIVED TODAY.  
RUDNING HAS SIGNED ON BEHALF OF BELL AND WILL HAND CARRY FULLY  
SIGNED COPY.

NEW SUBJECT. GE HAS ADVISED THEY HAVE AVAILABLE XM98 FEEDER  
APPARENTLY REQUESTED BY THEIR MEMBER OF TEAM. GE WILL FORWARD  
BY AIR TO FORT WORTH WHERE WE WILL PREPARE DOCUMENTATION  
AND SHIP AGAINST OPEN LICENSE. ANTICIPATE SHIPMENT NO  
LATER THAN FRIDAY, AUGUST 18. WILL ADVISE AIR WAY BILL WHEN  
AVAILABLE. WILL CALL AT ABOUT 9:00 AM CENTRAL DAYLIGHT TIME

MITCHELL  
BELL CRAFT  
END CD

OK TKS VM WELL RCD WILL PASS TO MR SYLVESTER  
BIBI FOR NOW

TKS  
,,,,,T

*Sh*  
*17.8.72*  
*(1)*



**MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO. 1**

This Amendment Number 1 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

**WITNESSETH:**

It is agreed between Bell and the Representative that this Amendment Number 1 shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products. The program anticipated consists of:

|     |                   |
|-----|-------------------|
| 151 | Model 206A/OH-58A |
| 83  | Model 205A/UH-1   |
| 244 | Model 209/AH-1J   |
| 211 | Model 214         |

Related spare parts, accessories, equipment, tooling, services, training or data



Page No. 2

- A. Bell will pay to the Representative a commission of 2.5% of the value of any contract executed between Bell and the Imperial Iranian Government for the delivery of any or all of the Listed Products.
- B. Bell will pay to the Representative a commission of 2.5% of the value of any contract Bell receives from the U.S. Government for the purchase and delivery of helicopters resulting from a contract between the U.S. Government and the Imperial Iranian Government.
- C. In the event that the Imperial Iranian Government elects to procure products, other than helicopters, through the U.S. Government, Bell shall incur no obligation to pay any commissions to the Representative.
- D. Commissions shall become payable to the Representative upon delivery of the Listed Products and receipt by Bell of payment thereof. In the event Bell obtains advance payments from the Imperial Iranian Government for the Listed Products contracted for between Bell and the Imperial Iranian Government, Bell shall pay to the Representative as advance commissions, 2.5% of those advance payments received. Upon receipt of final



Page No. 3

payments from the Imperial Iranian Government, Bell shall liquidate the advance commissions paid to the Representative at the time of payment of the final commission.

- E. This Amendment shall become effective on 1 April 1972 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY  
Division of Textron Inc.

By *C. R. Rudning*  
C. R. Rudning  
(Title) Vice Pres / Program Management

By *A.H. Zanganeh*  
A.H. Zanganeh  
(Title) Chairman & Managing Director

Witness *Dee E. Mitchell*  
Dee E. Mitchell

Witness *Khalil Iranzad*  
Khalil Iranzad

Date \_\_\_\_\_

Date \_\_\_\_\_

BELL HELICOPTER CO FTW 758229  
AUG 17/72  
REF 313/72

*copy*

ATTN HALL SERVICE BELLCRAFT  
J MANUALS NOT RECEIVED YET.  
TESTING COMPLETED YESTERDAY. ALL PHASES OF TEST AT OR ABOVE  
SPEC. IIAA TEST TEAM WELL PLEASED WITH PERFORMANCE OF BOTH AIRCRAFT.  
ALL RUMOURS VERY FAVOURABLE. BOTH AIRCRAFT DID GREAT. NO SPARES  
USED TEAM DUE IN TEHERAN SATURDAY. PATTERSON

2575 A TAXI TN

*OK*  
*17.8.72*

2575 A TAXI TN  
RCA 10730 1029

*رسید*  
*OK*  
*19.8.72*

758229 TELEX PD BELL HELICOPTER CO FTW TEX 78/18/72 835A CST  
MSG 241

AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHERAN IRAN

ATTN A H ZANGENEH

FURTHER TO BELL HELICOPTER COMPANY MESSAGE OF AUGUST 11,  
1972 REGARDING 400 HOUR RETIREMENT OF 206-010-155-7  
FITTING. BELL HELICOPTER COMPANY ALSO PLACING 400 HOUR  
MANDATORY RETIREMENT LIFE ON 206-010-123-1 PIN WHETHER  
USED IN -7 OR -11 FITTING.

NEW DESIGN PIN IN WORK.

WM J DIEHL/PAW  
MANAGER - SERVICE  
BELL HELICOPTER CO FT WORTH TEXAS  
END TU RC

In Honor of Bell Helicopter Company

*Hotel Inter-Continental Tehran*  
*and Mrs. Pierre Martinet*  
 request the pleasure of the company of

---

for Cocktails  
 on Sunday, August 20, 1972  
 at 6-8 p.m. o'clock  
 Monarch lounge

*Receipts only*

*Int. 623021*



No:726

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to request the Ministry to authorize the issuance of a fifteen day visa to Mr. Hamilton H. Howze, United States citizen and holder of United States passport number B1641521 who is now in Iran on a forty eight hour visa. The Ministry's assistance would be appreciated.

The Embassy avails itself of this opportunity to renew to the Imperial Ministry the assurances of its highest consideration.



Embassy of the United States of America,

Tehran, August 21, 1972.

Internal Memorandum

Aug. 21 1972

From: K. Iranzad, Sales Manager.

General H. Howze arrived in Teheran without an Entry Visa. Normally foreign visitors can stay up to 72 hours in the country without a visa, but as he intended to stay over a week, I immediately contacted the U.S. Embassy and also the Iranian Ministry of Foreign Affairs and privately succeeded in obtaining a visa valid for fifteen days.



AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date

/

تاریخ

Aug 21, 72

ارتقا کسبی

مهرآباد

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

شوال هاوز مدون دانین وزیرا طرد امران  
ست. البه انامت مسوان خابن تا ۷۲ ن امت  
مدون وزیرا انکال ندارد و نامبره صدور کربنه در  
امردن ماذند.

انباب لند طوق رسایت آمریکا و وزارت  
خایب اندامات لوزنم را چستانه دنایم راد. و حبت  
ایحی وزیرا انامت ۱۵ روزه لند نموم.

کوبنده خ- امران راد

گیرنده

مورد درخواست

امضاء

Action Taken

امضاء

Sgd

انجام انجام شده

Sgd



2575 A TAXI TN.....M  
22/08 19.34 #  
2575 A TAXI TN  
758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG301 8-22-72  
1231PM CST  
RRX  
AIR TAXI TEHERAN IRAN 951 2575

F SYLVESTER , J. ATKINS

GENERAL LEO SOUCEK JUST RECEIVED ORDERS TO TAKE OVER ARMY MAAG  
COMMAND , IRAN . VISITING US THURSDAY FOR IRAN BRIEFING.

H. WEICHSEL  
BELLCRAFT  
ENDM#

*MA*  
22.8.72

BELL HELICOPTER CO  
AUG 23/72  
REF 324/72

ATTN H.K.HALL  
SERVICE DEPT  
FUEL CONTROL SHIPPED ON 8-23-72 VIA PA AIRLINES FLIGHT NO.119  
A.W.B NO 026.20519520 TO BE HELD AT DALLAS BOEEE LOBEE  
LOVE OREE FOR PICK-UP

PATTERSON. '

*MA*  
23.8.72

2515 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 323 8-23-72 1145AM

951-2575 AIR TAXI TEHRAN IRAN

ATTN MR J ATKINS BHC

SWORDY SPARROW INSTALL APPEARS FEASIBLE. PRE DESIGN STUDY INDICATES THAT AT 10,000 )?' 523 '3-8-4 .--8' :-, CARRY APPROXIMATELY 400 RDS OF 20MM, 1500 LBS. OF FUEL, THE APQ-120 RADAR GUIDANCE SYSTEM AND ONE SPARROW MISSILE. SECOND MISSILE CAN BE CARRIED WITH 500 LB REDUCTION IN FUEL AND/OR AMMO. RADIUS OF ACTION, 100 NM WITH ONE, 60 NM WITH TWO MISSILES.

AIRFRAME MODS SIMILAR BUT MORE EXTENSIVE THAN ICAP ESPECIALLY TO NOSE AND FRONT COCKPIT. INSTALL REQUIRES REPACKAGING OF APQ-120 RADAR GUIDANCE SYSTEM FROM MODULES PACKAGED FOR F-4 CONTOURS INTO SWORDY SIZE MODULES. GUIDANCE PACKAGE, CONTROLS AND DISPLAY WEIGHT APPROXIMATELY 875 LBS.

SEASPARROW SYSTEM NOT COMPATIBLE WITH MAVIS CLOSED END SURFACE LAUNCH TUBE PLUS MISSILE WEIGH APPROXIMATELY 800 POUNDS EACH. STANDARD SPARROW (AIM-7E) IS COMPATIBLE. MISSILE AND RAIL LAUNCHER WEIGHT APPROXIMATELY 490 LBS.

THE DEGREE OF AIRFRAME MODS AND MISSILE SYSTEM REPACKAGING INDICATE A LENGTHY AND COSTLY QUALIFICATION PROGRAM.

OUR DESIGN APPROACH ASSUMED NOSE TURRET COULD NOT BE REMOVED. REMOVAL OF TURRET WOULD SIMPLIFY ABOVE INSTALL GREATLY. SUGGEST HTAY B LIGHT, (MISSILE AND GUN) TEAM AS POSSIBLE ALTERNATE.

L KULIK BELLCRAFT

END BL

WFB

2575 A TAXI TN  
MINPLS

CORR LINE 2

THAT AT 10,000 LBS. THE SEAGAR MAVIS CAN CARRY APPROXIMATELY ETC

WFB

2575 A TAXI TNO  
27/RR 21.42 WFB  
2575 A TAXI TN

*OK*  
*24.8.72*

25/03 00.36 #  
23001NTRCON TN

758229 TELEX D BELL HELICOPTER CO FTW TEX 8/24/72 530P CST  
NSG 347

2511200 INTRCON TN  
INTERCONTINENTAL HOTEL  
TEHERAN IRAN

ATTN: F H SYLVESTER

RE 212 PARTS SHIPMENTS.  
SECOND SHIPMENT CONSISTING OF EXHAUST DUCT AND MANUALS SHIPPED  
8/23 ROUTING DALLAS/NEW YORK VIA BRANIFF - NEW YORK/TEHERAN VIA  
PA2, AIRWAY BILL 002-127-29701. ANTICIPATE ARRIVAL TEHERAN 8/25  
P.M. BALANCE THREE ITEMS WILL BE SHIPPED 8/24. WILL ADVISE ROUTING,  
ETC. WHEN AVAILABLE.

HITCHELL  
BELL-CRAFT  
LMD TO RC

23001NTRCON TN.....T

Internal Memorandum

Aug. 25 1972

From: K. Iranzad, Sales Manager.

The Bell Helicopter's Models 212 belonging to the Imperial Flight Hangar were in critical condition due to poor maintenance and support of Agusta. As a result of private arrangements made by Air Taxi and Col. Shafaatpour, Chief of the Imperial Flight Hangar, Bell Helicopter's technical staff inspected these helicopters. The amount of spare parts required were ordered by Bell Helicopter, free of charge, under AOG order and were installed in these helicopters and after several test flights, the helicopters were in perfect flying condition and were delivered to the Imperial Flight Hangar.

We reported this valuable complimentary service of Bell Helicopter Co. to General Khatami, C in C, IIAF, to be notified to His Imperial Majesty. Later on we learned that His Imperial Majesty was very pleased and expressed his appreciation.



AIR TAXI

MEHRABAD

Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date

Aug. 25, 72

تاریخ

ارتاکسی

مهرآباد

تلفن : 68992  
611967

کوبیند مخ ایران زاد

گیرنده

مورد درخواست

From

To

Request

خطوط پترول ۵۵ مدل 212 آریانه سلطنتی که وضع  
 تا کلاس در دستند و آگوستا نشان منحصیف میانه  
 با برتری بتیب خصوصاً هم از کلاس تا سرنگت شصت پروگروت  
 مورد باربرد نماید مکان می C B H واقع سندن  
 مذاکرات لازم با سرنگت شصت پروگروت و اجاره  
 مخصوص لغذ کرده ، قضاات مورد نیاز از طرف  
 C B H دارد و در مکتوب سرنگت شصت سده و  
 بیان سردار آرنایس رضا شخیر بلکیرت کومر کویله  
 امضاء  
 Action Taken ترتیب لغتم داده شد تا لا طویل  
 زماندها نیز هرانی مراتب بوضر امحضرت  
 رسید و این کمال رعایت گردد اعلام فرمودند.

امضاء

Action Taken

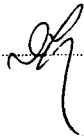
امضاء

A - 224

Sgd.....

اقدام انجام شده

Sgd.....





Internal Memorandum

Aug. 26, 1972.

From: K. Iranzad, Sales Manager.

In order to have an introductory demonstration of the two helicopters to appear more attractive to His Imperial Majesty and other Iranian high-ranking officials, a meeting was immediately held with the different authorities and, particularly, General Khosrowdad, Commander of the IIAA, who even accepted to fly in the demonstration. The demonstration took place at the Karaj Dam site during the yearly ceremony of the Iranian Commando operations in the presence of His Imperial Majesty. General Khosrowdad personally piloted the AH-1J (Huey Cobra) and successfully conducted a flight in combat operation and displayed all the capabilities of this helicopter. His Imperial Majesty and General Khatami and all the dignitaries attending this demonstration were much impressed.

The in-country demonstration started according to schedule. One F-27 aircraft of the IIAF fleet carried the entire demonstration team and 'CREC' Committee to all the demonstration sites. For the transportation of BHC's management, we assigned an Aero Commander aircraft to be used for regular inspection of the sites. The demonstration and test flights of these two helicopters were successfully accomplished. It was indeed the teamwork and fortunately everyone did their part to make this important event a success.



**AIR TAXI**

**INTERNAL MEMO**

**ارتاکسی**

MEHRABAD

مهرداد

Tel. 68992  
611967

یادداشت داخلی  
Date Aug. 26, 72

تاریخ ۶۸۹۹۲  
۶۱۱۹۶۷ تلفن

From

To

Request

مختصره این نام یکتا نام مقدماتی جهت جلب نظر اعلی حضرت و سایر مقامات عالی مرتبه دولت قرار جلاتی با اغلب مقامات ارفع مخصوصاً سید رضویان و زانف هواپرواز شرکت داده شد. سید رضویان در حال حاضر در سرتما به همکاری شرکت در این نام بدین این نام در سرتما همچنان در این سالها نیز می تواند در عملیات مجرب آنها در خدمت اعلی حضرت برنام گرفت - سید رضویان در همکاری با شرکت هواپرواز و خدمات و عملیات خستگی از جمله تیراندازی و حركات عملی در حین سفر این نام در مابقی شرکت اعلی حضرت در سایر رفاقتها و کلیه حاضران در نام شرکت کرد.

Action Taken

نامی و ارتقا به کلمه طبق برنامه تدوین شروع کرد در یک روز هواپرواز ۲۷-۳۰ نیز در این کلمه نام سید رضویان در همین جهت ارتقا یافت CREC را بجهت نامی هر سیمه. مختصره انشاء سازتها و شرکتی در سید رضویان Bell شرکتی نیز در هواپرواز شرکت کرد در اختیار آنها گذاشته شده. سرتما در این نام و نامی هر سیمه همکاری با موفقیت تمام و بسیار رسد. در واقع این نام شرکت یک وظیفه دست جمع بود و خوشترتبه هر کس وظیفه انشاء خود را در این عملیات موفقیت آمیز بجا آورد.

کویتده  
گیرنده  
مورد درخواست

Sgd  
اقدام انجام شده

Sgd

Internal Memorandum

Aug. 28 1972

From: K. Iranzad, Sales Manager.

His Imperial Majesty expressed his desire to personally fly these two helicopters. At 1400 hours he arrived at the Imperial Flight Hangar in his private 212 Bell Helicopter. He flew both models around Teheran and over the large Stadium where he made several landings and take-offs.

The following day General Khatami, at his request, flew both helicopters and was also most excited with the performance of these aircraft. After his flights he commented -

"I hope to change my entire existing fleet to these new models"

The General's attitude was a great help in the successful sale of these helicopters, since we learned of his strong recommendations to His Imperial Majesty.



AIR TAXI

MEHRABAD

Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date Aug 28, 72

تاریخ

ارتقا کسبی

مهر آباد

تلفن ۶۸۹۹۲  
۶۱۱۹۶۷

From

کوبنده خ - ایران زار

To

کیرنده

Request

مورد درخواست

بناست هانها شمار در مورد صورتها با دو فرزند هلیکوپتر  
ناسی سرواز نمایند. نسبت ۱۴ امروز لاین با هلیکوپتر  
(مقتضای ۲۱۳ مسافر آمار آستانه سلطنتی ترافیک آوردند .  
اعلانات نسبت با پروم هلیکوپتر در اطراف تهران سرواز  
فریم و استادیم .. این از نظر تهران هیدین بار بر زمین  
نسبت و عمدتاً سرواز و سرفه .  
روز بعد لاین دستوریهی رختی هلیکوپتر مودا مایه در سرواز (از آن  
ژاکت و ناسی به از نظر کارکن هلیکوپتر که هیچ از نظر رختی  
فریم و از نظر رختی

امضاء  
Action Taken

Sgd  
اقدام انجام شده

" امداد در تمام هلیکوپتر های خجاس  
خود را به نوع جدیدی تعیین میدهیم .  
حکمران و نظریه رختی همگوش است در موفقیت  
فریم و لاین هلیکوپتر محض و با نظریه لاین باقیمتیم از آن  
هلیکوپتر که بر زمین را بناست هانها و سرفه و سرفه فریم و لاین

Sgd 

15.30

BELL HELICOPTER CO  
AUG 29/72  
REF 331/72

ATTN: KALISTA

COMPLETING IRAN WORK THIS WEEK - EXPECT ARRIVE DALLAS  
SATURDAY OR SUNDAY. PLS NOTIFY RITA.

REGARDS

EJ SMITH

2575 A TAXI TN  
BELL HCPTR FTW

29.8.72

2575 A TAXI TN.....  
2575 A TAXI TN  
RCA 02313 1624  
758229 BELL HELICOPTER CO FT WORTH TEXAS MSG 405 8-29-72  
325PM CT  
AIR TAXI CO TEHRAN IRAN 951 2575  
J F ATKINS

USE CHASE MANHATTAN BANK.

E J DUCAYET  
BELLCRAFT  
END MC

OK  
30.8.72

RCA 03604 1638

758229 TELEX PD BELL HELICOPTER CO FTW TEX 8/30/72 335P CST  
MSG 423

AIR TAXI COMPANY  
TEHERAN IRAN 9512575

ATT J F ATKINS

OFFICIAL ANNOUNCEMENT TODAY. UNSUCCESSFUL ON MODEL 240.

E J DUCAYET  
BELLCRAFT  
END TU RC  
⊕  
2575 A TAXI TN

OK  
31.8.72

OPR: PLEASE DELIVER THIS IMMEDIATELY ~~.....~~  
⊕

C-130

5-137

خودسای شماره

پ. ۹. ۱۳۰

۷۹۲۸۲۱ - ۵

دستی ۳۲۱۸, ۳۲۱۲

رسال خوانی

۱- سرگرد پیروی

۲- سروان خفایی

۳- گرد جهان بستاری

۴ = مدلی

۹۵۵۵۸۲

سرخس میرطلوی

|  |  |             |   |               |  |
|--|--|-------------|---|---------------|--|
| 026-2052822 2  |  | THR 30/8/72 | CG  | 026-2052822 2 |  |
| MEHRABAD AIR PORT TEHRAN   |  |             | DALLAS TEXAS  |               |  |
| ROUTING AND DESTINATION  |  |             | BOOKED  |               |  |
| BY FIRST CARRIER TO BY TO BY TO BY TO  |  |             | NOT NEGOTIABLE  |               |  |
| CONSIGNEE'S ACCOUNT NUMBER   |  |             | PAN AMERICAN AIR WAYBILL (AIR CONSIGNMENT NOTE)   |               |  |
| SOUTHWEST FILM LABORATORY<br>ATTN : MR. BILL BUCK<br>3204 FOURTH WORTH AVE,<br>DALLA TEXAS<br>U.S.A. |  |             | ISSUED BY<br>PAN AMERICAN WORLD AIRWAYS, INC.<br>NEW YORK, N.Y. U.S.A.  |               |  |
| SHIPPER'S ACCOUNT NUMBER   |  |             | MEMBER OF INTERNATIONAL AIR TRANSPORT   |               |  |
| SHIPPER'S NAME AND ADDRESS   |  |             | If the carriage involves an ultimate destination or stop in a country of departure, the Warsaw Convention may be applicable and in most cases limits the liability of carriers in respect of loss or damage to goods in the event of a stoppage at a place other than the place of destination. See conditions on reverse hereof. |               |  |
| AIR TAXI CO.<br>MEHRABAD AIR PORT<br>TEHRAN IRAN   |  |             | The shipper certifies that the particulars on the face hereof are true and correct. See conditions on reverse hereof.   |               |  |
| ISSUING CARRIER'S AGENT, ACCOUNT NO.   |  |             | BY BROKER/AGENT   |               |  |
| ISSUING CARRIER'S AGENT, NAME AND CITY   |  |             | Carrier certifies goods described below were received for carriage subject to the conditions on reverse hereof, the goods then being in apparent good order and condition except as noted hereon.   |               |  |
| AGENT'S IATA CODE  |  |             | AUG. 30, 1972   TEHRAN<br>EXECUTED ON (Date) AT (Place)   |               |  |
| CURRENCY   |  |             | SIGNATURE OF ISSUING CARRIER OR ITS AGENT   |               |  |
| DECLARED VALUE FOR CARRIAGE  |  |             | Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.   |               |  |
| DECLARED VALUE FOR CUSTOMS   |  |             | INSURANCE - If shipper requests insurance in accordance with conditions on reverse hereof, indicate amount to be insured in figures in box marked 'amount of insurance'.  |               |  |
| AMOUNT OF INSURANCE  |  |             | ACCOUNTING INFORMATION  |               |  |
| COLLECT  |  |             | COMMODITY ITEM NO.  |               |  |
| NO. OF PACKAGES  |  |             | CHARGEABLE WEIGHT   |               |  |
| WEIGHT   |  |             | RATE/CHARGE   |               |  |
| R. 110 K   |  |             | AIR CRAFT SPARE PARTS   |               |  |
| R. 110 K   |  |             | DI NO. 233145   |               |  |
| R. 4.10  |  |             | TOTAL OTHER PREPAID CHARGES   |               |  |
| TOTAL PREPAID  |  |             | FOR CARRIER'S USE ONLY AT DESTINATION   |               |  |
| OTHER CHARGES (EXCEPT WEIGHT CHARGE AND VALUATION CHARGE)  |  |             | COLLECT CHARGES IN DESTINATION CURRENCY   |               |  |
| INSURANCE CHARGE   |  |             | C.O.D. AMOUNT   |               |  |
| C. O. D. FEE   |  |             | TOTAL CHARGES   |               |  |
| COLLECT  |  |             | TOTAL COLLECT   |               |  |
| \$ 451.00  |  |             | \$ 452.06   |               |  |
| SEVEN POS.   |  |             |   |               |  |

026-2052822 2

Original 3 (For Shipper)

Internal Memorandum

Sept. 1 1972

**From: K. Iranzad, Sales Manager.**

Upon the recommendation of Mr. Dehesh, I accompanied Messrs. Atkins, Sylvester and Rudning to Isfahan on Friday September 1, 1972. With the consent of Mr. Zanganeh we used one of Air Taxi's Aero Commander aircraft and flew the team to Isfahan. The objective of Mr. Dehesh for this trip was to give the Bell team an opportunity to visit the newly built city of Shahin-Shahr which is located 30 Kilometers North of Isfahan, which city was built because of the shortage of housing in Isfahan due to the steady increase of the population as well as the large number of Russians and their families who are connected with the Steel Mill. The private sector made investments with the help of the Government to build this new city and house the ever growing population and foreign visitors. BHC's team inspected a few of the model houses and environment in order to have an idea of the living conditions of the BHC Training Instructors who, hopefully, will stay in Isfahan and work at the IIAA base. We returned to Teheran with the same aircraft.





AIR TAXI

MEHRABAD  
Tel. 68992  
611967

INTERNAL MEMO

یادداشت داخلی

Date Sept. 1, 1972

تاریخ

ارتاکسی

مهرآباد

تلفن : ۶۸۹۹۲  
۶۱۱۹۶۷

From

To

Request

کوینده رخ - ایران راد

گیرنده

مورد درخواست

عین اقامت آقایان سلوستر - آگینز و رادینیک  
در تهران به توصیه ارتاکسی دهن روز جمعه 71-9-1

با اجازه ارتاکسی ننگینه با مواسات ارتاکسی ( Aerocom )  
که همانا در این تاریخ BHC نیز در حرکت و سرانجام این  
حاکم امینان سلوستر، هدف ارتاکسی دهن از این

مسازت باز دید آقایان از حرم و موقعیت سر سرد  
" س همین سر " امینان لبه م در حدود ۳۰ کیلومتر  
سالی امینان در سرف اصدات است ، علت کم لبه

خانه در امینان بعلت زیاد جمعیت و مسقفین امضاء

Action Taken

روس دزب آهن یک شرکت حضورها با یک حرات  
دست با اصدات این سر روزه است که جدیدت از خانه  
مورد باز دید تیم BHC واقع گردید تا سر از اعصاب  
و اراداد Training وضع سکونت مسقفین امضاء  
Bell م خیل قوسه سرود در مرکز مایکاه هوانرود در  
امینان باشد قبلاً مریس و باز دید سر . محرم همان وزیر تهران مراجعت مریس

Sgd

اقدام انجام شده

Sgd



MP  
2575 A TAXI TN

BELL HELICOPTER CO  
SEPT 2/72  
REF 336/72

ATTN BILL BUCK X2429 LOGISTICS CENTER.

CAMERA EQUIPMENT SENT AUGUST 31 VIA PAA FLT-119 AWB 026-20528222  
TO - SOUTHWEST FILM LABORATORY 'TO BE HELD AT AIRPORT'

2575 A TAXI TN

*h*  
2.9.72

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date: Sept. 7, 1972.No. S/38/1242

Yr. Ref. \_\_\_\_\_



شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تکس ۲۵۷۵

تلفگرامی: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

COPY

Bell Helicopter Company,  
P.O. Box 482,  
Fort Worth,  
TEXAS 76101,  
U.S.A.

Dear Sirs,

Re: Your Statement of Account as of 7.30.72 - Customer No. 4630  
Invoice No. 95526.

The Iran Helicopter Industries duly received your above Statement, photocopy attached. As they do not know to what the charge pertains they would appreciate further clarification.

Thanking you for an early reply,

Yours faithfully,  
AIR TAXI COMPANY,

R. Taghavi,  
Sales Department.

HELICOPTER COMPANY  
 OFFICE BOX 482 • FORT WORTH, TEXAS 76101 A  COMPANY

STATEMENT

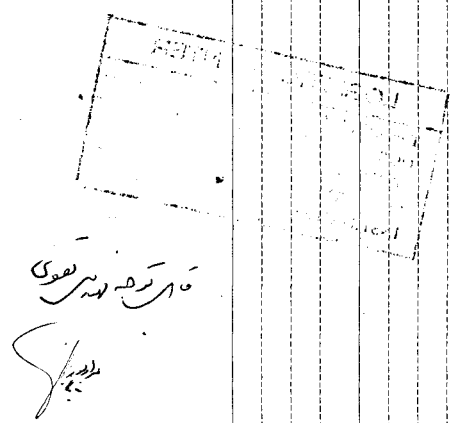
TO:

IRAN HELICOPTER INDUSTRIES CO.  
 MEHRABAD AIRPORT ROAD  
 TEHRAN, IRAN

CUSTOMER NO.  
 4630

DATE  
 07 30 72

PAGE 1 STATEMENT OF YOUR ACCOUNT AS OF 07/30/72

| DATE  | INVOICE NO. | CODE         | REFERENCE  | INVOICE AMOUNT | PAYMENT AMOUNT | BALANCE |
|---|-------------|--------------|--|----------------|----------------|---------|
| 03/10/72  | 95526       | I            |  | 3515           |                | 3515    |
|   |             |              | STATEMENT TOTALS   | 3515           | 00             | 3515    |
|  |             |              |  |                |                |         |
|   |             |              | A ADJUSTMENT<br>C INVOICE CREDIT MEMO<br>D INVOICE DEBIT MEMO<br>I INVOICE<br>P APPLIED PAYMENT<br>U UNAPPLIED PAYMENT<br>X INVOICE - ADDITIONAL CHARGES PENDING |                |                |         |
| OPEN CREDIT   | CURRENT     | OVER 30 DAYS | OVER 60 DAYS   | OVER 90 DAYS   | DUE            |         |
|   | CC          | 00           | 00   | 3515           | 3515           |         |

850 54021

NNNNO41\*

QX LONXSBA RGKLB

QX HKGKLBA LHRKLBA TYOKLBA DELKLBA

.THRKLBA 210942HC

MA10421/458 ADDSD LHR DEL HKG RGN TYO

TOP URGENT

LHR ENSURE REPLY WITHIN 3 HOURS

YR 19 RAMP434 RE TWO PICEEE PIECES BAGGAGE RCVD ONLY ONE S/C

TAG BA192575 S/LANDED ON BA932/20AUG CIP PAX RUDING

WHITE CARTON 27/31/41 CM TAG BA192576 CONTENT PUBLICATION

MATERIAL NOT RCVD CARTON ALSO BEARS PAX NAME LBL AND THR

INTER CONTINENTAL HTL ADD STOP

LHR CFM UPLIFT ALL OTHER ADDR CHECK IF O/C ENSURE FWD THR

IMMEDIATELY PAX CIP AND PUBLICATION NEEDED BY TOMMEE TOMORROW

*Telex sent by BOAC upon  
request of Air Taxi's Customsman  
to locate Mr. Rudning's  
missing suitcase.*

*A.*



## IRAN HELICOPTER INDUSTRIES CO.

Mehrabad Airport Road

TEHRAN, IRAN

Telephone : 960661

Telex : 2329

Telegram. Helirco

Your Ref. :

Our Ref. : 93/1401-01-165

Date : 9/10/72.....

To: Bell Company

Att: Mr. Chris Hersely.

Intercontinental Hotel,

TEHRAN.

#1.4m.ج. 141  
 دستیار جناب آقای - سرپرست

SUBJECT: SUPPLY OF AB 205 & AB 206 SPARE PARTS

Dear Sir,

Following recent agreement between Gen. Toufanian and your representative concerning the subject supply of helicopter spare parts to the Iranian Armed Forces (ref. to IHI enquiry No.93/1401-01-H095 dtd 7th July 72 and your quotation forwarded through Air Taxi with letter 5/381/1227 dtd 21/8/72), you are kindly informed that, as per instructions given by Gen. Toufanian to the commander of I.I. Air Force (see attached copy of the letter), an Imperial Iranian Air Force aircraft will take delivery in states of the first premised consignment of parts.

Yours faithfully,

TOUFCIC CENTER  
 MANAGER  
 (LUIGI LUCONE)  
 P. Eng. Toufanian

IRAN HELICOPTER INDUSTRIES CO.



وزارت جنگ  
معاونت تبلیغاتی

از: معاونت تسلیحاتی وزارت جنگ  
به: ستاد نیروی هوایی شاهنشاهی

تاریخ ۱۷/۷/۵۱

شماره: ۹۳/۱۴۰

پوست

موضوع:

خواهشمند است دست و فرمانند هواپیماهای آن نیرو گسه  
بامریکا اعزام میشوند در مراجعت در حد ود ظرفیت خود از  
تطمات بدکی هلیکوپتر خریداری شده از کمپانی بل برای  
نیروهای سلاح شاهنشاهی را به تهران حمل و تحویل  
شرکت صنایع هلیکوپتر ایران نمایند.

معاون تسلیحاتی وزارت جنگ : سپهبد طوفانیان

— — — — —

To: I. I. A. F. TRANSLATION

Ref. 93/1401-01-11-95

Date 17/7/1351

Will you pl. instruct your planes  
flying to States, to take freights of Hel.  
spare parts purchased fr. Bell Co. for the  
I. I. Armed Force, on their return trip to  
Iran and deliver the shipment to the I. I. Co.

Gen. Tantarain  
ASST. MINISTER OF WAR.

۱۱۱۵  
۱۱۱۵

Translation

Ref: 2/1202-02-7-86  
 Date: 19.6.1351  
 (Sept 10 1972)

---

From: Deputy Minister of War  
 (Procurement Management).  
 To : Commander-in-Chief, IIGF  
 (Demonstration & Evaluation).  
 Subj: Demonstration of Military Helicopters  
 Models AH-1J and 214A.

With reference to your letter No. 1401-22-20 dated 7.6.1351 (August 29 1972), we had a telephone conversation with Mr. Khalil Iranzad, representative of Air Taxi Co. concerning the payment of fuel consumed for the entire demonstration programme totalling 3000 litres of fuel. He accepted to arrange the payment of the cost of the fuel. Please let us know the cost of 3000 litres of JP4 together with the Current Account number to enable Air Taxi Co. to arrange payment.

Signed H. Toufanian,  
Deputy Minister of War.

Copies: C-In-C of IIGF (J4)  
 C-In-C " IIAA  
 Air Taxi Co. for payment.




**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANYIn reply refer to:  
81:SEG:pw-1853

September 13, 1972

Mr. Khalil Iranzad  
Commercial Manager  
Air Taxi Company  
Mehrabad Airport  
Tehran, Iran

Dear Khalil:

Please find enclosed two copies of Honeywell manuals on three typical radar altimeter systems. The AN/APN-171(V) is used on the production AH-1J helicopters. A version of the AN/APN-198 was installed on the 214A prototype and used during the test/demonstration program there. The radar altimeter is particularly useful with sling loads. The YG-7600 altimeter is a new, self-contained unit. We have had good experience with it on a test helicopter here.

Lt. Col. Shafaat-Poure at the Imperial Hangar asked me for information on the altimeter systems we were using and I promised to furnish him with these manuals. I would appreciate it if you would pass a set of manuals to him and keep a set for yourself. If the Colonel has any questions, I would be glad to refer them to our Honeywell representative here.

Again, thanks to you and the Air Taxi persons there who helped us so many times during our visit to Iran. Tell Mr. R. Taghavi thanks again for his help in furnishing microphones for the two portable "Bayside" VHF transceivers we brought to your maintenance shop. You solved our problems. Hope you will give us the chance to return the hospitality if you should come to Fort Worth.

Sincerely yours,

BELL HELICOPTER COMPANY

Scott E. George  
Asst. Group Engineer  
Avionics Design Group

FORT WORTH 758229 TEXAS USA PSE

MOM  
 VIA RCA 1145 GMT DFDF⊕  
 BELL HCPTR FTW

(7/1/72)

2575 A TAXI TN

16.20

BELL HELICOPTER CO. FTW 758229

SEPT 20/72  
 REF 370/72

ATTN MR FRANK SYLVESTER

REFERENCE OUR SHORT MEETING BEFORE YOUR DEPARTURE, I WOULD LIKE  
 TO REPORT THE FOLLOWING RECENT IMPORTANT EVENTS:

- AA AS A RESULT OF REGULAR MEETINGS WITH TROUT THEY ALL EAGERLY  
 AWAIT FMS OFFER WITH INDICATIONS THAT IT MAY STILL GO DIRECT  
 IF PRICING AND DELIVERIES OF FMS ARE UNFAVOURABLE VERSUS YOUR  
 OFFER. THE THREAT OF SIK 'BLACK HAWK' STILL REMAINS AS THEY  
 LOOK FOR GUNSHIP MOST COMPATIBLE WITH 214A THOUGH NO EXACT  
 DATE EXISTS FOR DEMO. WE ARE MAKING EVERY EFFORT TO REDUCE  
 THIS THREAT AND MR H HAS BEEN GIVING US EVERY ASSISTANCE.
- BB ACCORDING TO NO. 1, TROUT AND SKATE, THE DOOR IS STILL OPEN  
 FOR BELL TO SECURE TRAINING PROGRAM AND EVEN LOGISTIC SUPPORT  
 DIRECT.
- CC GROOPER IS IN TOWN BUT BELIEVE HIS ACTIVITIES DO NOT INTER-  
 FERE AND/OR CONFLICT WITH YOUR PROGRAM.
- DD PRATT AND WHITNEY ENGINE CONTRACT HAS BEEN REJECTED AS THE  
 ENGINES WILL BE PROCURED THROUGH EITHER FMS OR BELL.
- EE WE HAVE MAINTAINED DAILY CONTACT WITH IIAF AND FINAL SHIPMENT  
 OF DEMO PARTS WILL NOW BE SHIPPED IN TWO EQUAL SHIPMENTS  
 LEAVING TRN BY C130S NEXT SATURDAY AND SUNDAY IE 23 AND 24  
 SEPTEMBER RESPECTIVELY.
- FF WE HAVE MADE ARRANGEMENTS TO PAY COST OF FUEL CONSUMED DURING  
 DEMOS.

BEST REGARDS ZANGANEH

2575 A TAXI TN

⊕  
 BELL HCPTR FTW

2575 A TAXI TN

|         |                |
|---------|----------------|
| Mr. H.  | Horsley        |
| No. 1   | Gen. Khatami   |
| TROUT   | Dchesh         |
| SKATE   | Gen. Khesrodad |
| GROOPER | Agusta         |

DL  
 20.9.72

**AIR TAXI CO.**

Mehrabad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Sept. 20, 1972.No. S/13/1266

Yr. Ref. ....

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلگرافی: تهران ارتاکسی

تاریخ .....

شماره .....

Lt.Col Shafaatpour,  
Imperial Flight Hangar,  
Mehrabad Airport.

Dear Lt.Col. Shafaatpour,

Re: 1) HG 9000 Series AN/APN-171(V) }  
2) HG 7100 Series AN/APN-198(V) } Radar Altimeters  
3) YG 7500 & YG 7600 }

We are pleased to inform you that we have now received the above manuals from Bell Helicopter Company, which we are sending to you, herewith.

We trust the manuals will assist you and remain, in the meantime,

Yours truly,  
AIR TAXI COMPANY,

*K. Iranzad*  
K. Iranzad,  
Commercial Manager.

mgm

2575 A TAXI TN

*11.35*

BELL HELICOPTER CO. FTW 758229  
SEPT 21/72  
REF 371/72

ATTN MR FRANK SYLVESTER

REFERENCE OUR TLX 370/72 PLEASE READ MR 'H' AS MR HORSLEY.

WE FEEL OPTIMISTIC TO OBTAIN THE LARGE SPARE PARTS ORDER OF IHI  
AND WOULD APPRECIATE YOUR CONFIRMATION OF OUR TEN PERCENT COMMISSION  
SO THAT WE CAN FURTHER WORK TO ENSURE SECURING THIS LARGE ORDER  
WHICH HOPEFULLY WILL SET PRECEDENT FOR REPEATED ORDERS.

WOULD APPRECIATE YOUR ADVISING US OF CONDITION JACK GALLAGHER -  
WE HOPE HE HAS MADE SOME RECOVERY.

REGARDS IRANZAD

⊕  
BELL HCPTR FTW  
2575 A TAXI TN

*21.9.72*

Translation

Ref: 1411-58/5-63  
Date: 3.7.1351  
(Sept 25 1972)

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From: IIAA (J4) - Maintenance.

To : Air Taxi Co. Attention Mr. Khalil Iranzad.

We attach herewith the receipt covering the fuel consumed for the demonstration of two Bell Helicopters Models AH-1J and 214A which finished on August 26, 1972. The price of the fuel (JP4) being Rials 6 per litre and the conversion of 48720 lbs to 28125 litres (each gallon being 6½ lbs or 3.75 litres). The total cost of the fuel consumed amounts to Rials 168,750 which please arrange payment to Account No. 1939 of the IIGF with the Central Bank Of Iran.

Signed: Commander-in-Chief  
I I A A.  
Brig. General Khosrowdad

09/27/72 1328 EST  
2575 A TAXI TN

758229 BELL HELICOPTER CO FT WORTH TEX MSG 299 9-27-72 120PM

*Handwritten Persian text:*  
دوست  
مهندس شافاات

951-2575 AIR TAXI CO  
TEHRAN IRAN

PLEASE PASS TO LT COL SHAFAT - POUR IMPERIAL FLIGHT HANGAR,  
THE FOLLOWING:

HAVE SHIPPED YOU TOOLS AND MODIFICATION KITS FOR YOUR MODEL  
212S IN COMPLIANCE WITH BELL HELICOPTER SERVICE BULLETIN 212-9.  
SHIPMENT ON AWB PAN AMERICAN 002-1273-0130. MESSRS. BIRCHETT  
AND PATTERSON WILL ASSIST WITH INSTALLATION. WILL CONTACT ON  
THEIR ARRIVAL.

HALL BELLCRAFT

END BL

*Handwritten signature:*  
28.9.72

**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

September 28, 1972

رقم  
3.10.72

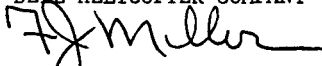
LETTER TO OPERATORS

Effective November 1, 1972, a general price increase will be made to the Model 47 portion of the Bell Helicopter Company Spare Parts Price List.

Any order or request for quotation received prior to the effective date indicated above will be processed at those prices then in effect.

Distribution of the new price list will be made mid-October.

BELL HELICOPTER COMPANY



F. J. Miller, Manager  
Spare Parts Department

Via Wien 0553 Gmt ddfdf  
2575 A Taxi Tn  
885576 Bell D

BAD/GODESBERG TELEX 0885576 (GERMANY)  
OCT 3/72  
REF 383/72

ATTENTION F WILLEMSEN.  
WOULD APPRECIATE ANY DETAILS YOU MAY HAVE RE 67 MOVEMENTS AND  
ANY OTHER SIK. PLAN IN RELATION TO IRAN YOU MAY HAVE PICKED UP  
OVER LAST FEW DAYS.

RUMOURS STATE 67 AND 53 TO ARRIVE TEHERAN ON 12TH. DOES THAT  
TIE IN?

ALL GOING WELL OTHERWISE. BEST REGARDS HORSLEY.

2575 A TAXI TN  
885576 Bell D

*Handwritten initials*  
3.10.72

10/11/72 1428 EST@  
2575 A TAXI TN  
758229 BELL HELICOPTER CO FT WORTH TEX MSG 123 10-11-72 230PM

951-2575 TEHRAN IRAN  
AIR TAXI CO

FOR A PATTERSON BELL REP NO DETAILS OH58 GROUNDING. ROXXX  
RUMOR FUEL LEAK. CHECKING DETAILS AND WILL ADVISE. PART TWO:  
NEED ENGINE SERAL NUMBERS BOTH 212'S PLUS TOTAL TIME. PART THREE:  
ADVISE YOUR ITINERARY AFTER TEHRAN.

HALL BELLCRAFT

END BL@

*Handwritten*  
Oct 11, 72

BELL HELICOPTER CO. FTW  
OCT 11/72  
REF 398/72

ATTN HALL SERVICE

LT COL FINNEY OF ARMISH MAAG RECEIVED TELEX FROM COMMANDER IN  
CHIEF US ARMY EUROPE THAT STATED - QUOTE UPON RECEIPT OF MESSAGE  
ALL OH-58'S GROUNDED. FOLLOW-UP MESSAGE AND INSPECTION REQUIREMENTS  
TO FOLLOW. UNQUOTE.

I NEED ANY INFO YOU HAVE ON THIS. THANKS PATTERSON.

2575 A TAXI TN

*Handwritten initials*  
Oct. 11. 72





MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

AMENDMENT NO. 2

This Amendment Number 2 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of further defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970, and superseding and replacing Amendment No. 1 to the said agreement which was effective as of April 1, 1972. This Amendment recognizes the contributions made by the Representative in concluding the consummation of the major programs as set forth below.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment Number 2 shall supersede and replace Amendment No. 1 referred to above, and shall be considered the governing agreement specifying the obligations and rights of the parties concerning the sale by Bell or the U. S. Government of the Bell products and services listed below to the Imperial Iranian Government and concluded by delivery of such Bell products or performance of services, but shall not include the sales price of any Bell product manufactured in Iran,



- 2 -

or any services in connection with any contract for the maintenance or overhaul of any Bell product in Iran. The products and services covered by this Amendment (Listed Products and Services) consist of Bell Helicopters:

Model 206A/OH-58A  
Model 205A/UH-1  
Model 209/AH-1J  
Model 214

and related spare parts, accessories,  
equipment, tooling, services, training  
or data

- A. As provided in Paragraph D hereof, Bell will pay to the Representative a commission of 2.5% of the price of any Listed Product or Service sold to the Imperial Iranian Government by Bell under any contract executed between Bell and the Imperial Iranian Government for the sale of any Listed Product or Service.
- B. As provided in Paragraph D hereof, Bell will pay to the Representative a commission of 1% of the price of any Listed Product or Service sold by Bell under any contract Bell receives from the U. S. Government after the date of this agreement and which identifies the said Product or Service



- 3 -

as being ordered for the Imperial Iranian Government and resulting from a contract between the U. S. Government and the Imperial Iranian Government.

- C. In no event shall any commission be paid by Bell with respect to any listed Product or Service sold by the U. S. Government to the Imperial Iranian Government from U. S. Government inventory or from deliveries required from Bell under U. S. Government contracts and not identified as being ordered for the Imperial Iranian Government.
- D. The applicable commission under either Paragraph A or Paragraph B shall become payable quarterly to the Representative upon delivery of the Listed Product or Service, and receipt by Bell of payment therefor. In the event Bell obtains progress or advance payments from either the U. S. Government or from the Imperial Iranian Government for the Listed Product or Service contracted for, Bell shall pay quarterly to the Representative as advance commission, 1% or 2.5%, as the case may be, of these

- 4 -

progress or advance payments received.

Upon receipt of final payment from the U. S. Government or the Imperial Iranian Government, as the case may be, the unpaid balance of the commission owing to the Representative shall be paid.

- E. This Amendment shall become effective on April 1, 1972, and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement, dated 15 June 1970.
- F. All provisions of the basic Manufacturer's Representative Agreement, dated 15 June 1970, not specifically amended herein, remain unchanged, provided however that the said basic agreement shall not apply to any Bell product manufactured in Iran or any services in connection with any contract for the overhaul or maintenance of any Bell product in Iran, provided further that the commission, if any, with respect to any such product or service shall be negotiated separately.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year set forth below:

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rurning*  
C. R. Rurning

(Title) Vice President,  
Program Management

By *A. H. Zangané*  
A. H. Zangané

(Title) Chairman & Managing  
Director

Witness *Deanna Jones*

Date *13 October 1972*

Witness *[Signature]*

Date *Oct 14, 1972*

Internal Memorandum

Oct. 27 1972

From: K. Iranzad, Sales Manager.

In great haste Sikorsky sent two of their helicopters Models S/67 (Black Hawk) and CH53 to be demonstrated in Iran before the arrival of the United States Government team (Oct 20 to 27). Their objective was to show the performance of the 'Black Hawk' helicopter before receipt of the 'Letter of Offer' from the U.S. Government in order to cancel or delay the contract for the purchase of 202 AH-1J Huey Cobras. According to Mr. Sylvester's request to take precautionary measures not to let the Black Hawk demonstration be magnified, we approached our friends in the IIAF, IIAA, IIGF and IIN to obtain their favourable response - they promised to act accordingly.

The demonstration of these two helicopters took place in Teheran and, subsequently, in the Persian Gulf (during Navy Day) but none of them were successful or could affect Bell's program.



**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date Oct. 27, 72

تاریخ .....

From

کوینده - خ - ایران راد

To

کارخانه سلیورسکی ماشینات و عملیه حریم پرواز

کهرنده

Request

سعی می شود متر از دو نیم حکت آمریکا مایرین  
(۲۰-۲۷ اکتبر) هلیکوپتر مدل 67-5

مورد درخواست

(Black Hawk) را نمایش داده

و با ارائه Performance این هلیکوپتر مقبر

از انتمه Letter of Offer چند ۲۰۲ فرزند

هلیکوپتر مدل AH-1J (Huey Cobra)

Bell مایضا در برسد و قرارداد منوب را با اطل

و یا بتجویین بسندارند

امضاء

Sgd

Action Taken

اقدام انجام شده

طین دستر اندیکه عملی از آتای سلیوستر در مورد اصصط

لازم برای این نامتر هوای صورت گیرد تا مبارک هوای

منور ستر از انتمه واقعا هفت معرفی گردد بدرون

امضاء

Sgd

نروین زینین - هوای - دعای و هوامروز خاطر آن

شد و هیچی قول مساعد دادند. نامتر هلیکوپتر که در تهران

و علیج نامتر (بناست روز نیز در باقی) در حضور ما به تمام شد و  
حکمکام منقش کتب نمود در تاریخ در برنامه See یادداشت

A - 224

Internal Memorandum

Oct 30 1972

From: K. Iranzad, Sales Manager.

As we were previously promised by the Iranian authorized officials, To-day the final agreement is reached according to the "Letter of Offer" from the U.S. Government; the Iranian Government set its signature to this agreement. The U.S. Government team consisting of Government Officials and Bell Helicopter Company's representatives headed by Mr. D. Alne, left Teheran for the United States.

As far as the Training & Logistics Support Programmes are concerned, studies are being made but a final decision has not yet been reached. We are still using our influence to ensure that these two programmes are directed to BHC in as much as presently Agusta maintains considerable activities in respect of training and the sale of spare parts to the Iranian Government.





**AIR TAXI**  
MEHRABAD

**INTERNAL MEMO**  
یادداشت داخلی

ارتاکسی  
مهرآباد

Date *Oct 30, 74*

تاریخ .....

From *طبق زیر و بر طبق قوه کدز کوفت است که خدمت از این امر است*

کویته - خ- ایران زاد

To *وزارت دارایی فاویند هیلو بر طبق "Letter of Offer"*

کپرنده

Request *حالت آمریکا ارز با حالت ایران با معاضد رسید و  
تبع حالت آمریکا هر یک از آنها بیدگان حالتی و چند  
نفر از گمانه BHC بود بخت ریاست *M. Kar Alue*  
آمریکا بر اجعت من. فقط در مخرج های *Training*  
در *Logistic Support* مطالعاتی در جریان است و هنوز  
لقیم نهائی آنها نشده است. ما با دوستان با نفوذ خود سعی میکنیم  
از این دو سر با هم بطور معینی به *Bell* و آلدرسون.*

مورد درخواست

امضاء *حون در حال حاضر *Agusta* هنوز در برنیا برده ای*

Sgd .....

Action Taken

اقدام انجام شده

*Training* و فروش قطعات به حالت  
ایران و فعالتهای آنها را دارد.

Sgd *[Signature]*

امضاء



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

November 1, 1972

Our Reference:  
F4:JEG:scmt:1215

Mr. Khalil Iranzad  
Managing Director  
AIR TAXI COMPANY  
Mehrabad Airport  
Teheran, Iran

Dear Khalil:

We have received the second copy of IHI's RFQ Number 93/1401-01-A114 dated 6-8-72 and will process it immediately.

Evidently, the first copy sent on August 9, 1972 was never received.

With regard to your question on commission, please be advised that this order will be priced consistent with the previous spare parts order and therefore commissions are consistent with the recently negotiated amendment to the representative agreement.

All else is flowing smoothly here and hope to hear some good words soon. Please give my best regards to your family and Mr. Zanganeh.

Best personal regards,

BELL HELICOPTER COMPANY

John E. Gallagher, Jr.  
Regional Manager - Iran

P. S. Thank you for the card.

BELL HELICOPTER CO. FTW  
 NOV 2/72  
 REF 433/72

ATTN STRIKER  
 FOR INFORMATION MR J F ATKINS

LT GEN ADEFI CMDR LOGISTICS COMMAND HAS REQUESTED OF DOD TEAM BY NEXT MONDAY AN ESTIMATE FOR HIS BUDGETING PURPOSES OF LOGISTICS COST FOR OPERATION OF 202 J'S AND 287 214'S FOR THE FIVE YEAR PERIOD SUBSEQUENT TO THE PERIOD SUPPORTED BY THE INITIAL TWENTY PERCENT SPARES PROCUREMENT. THE DOD TEAM HAS DEVELOPED HIGH AND WE THINK UNREASONABLE NUMBERS. REQUEST YOU DEVELOP AND TWX TO US NLT FRIDAY YOUR FIVE YEAR FORECAST BY YEAR. RELATE TO PROPOSED DELIVERY SCHEDULE, ASSUREEE ASSUME THIRTY HOURS PER MONTH AVERAGE, EXCLUDE COSTS FOR FUEL AND OIL, PILOTS, ORGANIZATIONAL MAINTENANCE, AND DSU. SEPARATELY IDENTIFY COSTS FOR DEPOT OVERHAUL OF AIR FRAME, DYNAMICS, ELECTRONICS AND ENGINE. RUDNING,

2575 A TAXI TN

*Lt. Gen. ATEFI, newly appointed  
 chief for the recently organized  
 "Helicopter Logistic Command" = (HLC)*

*JH*

2575 A TAXI TN.....M  
 2575 A TAXI TN  
 BELLHCPT BRU B

(مردم)

COULD YOU PLEASE GIVE THE FOLLOWING MESSAGE TO CHRIS HORSLEY  
 HOTEL TELEX IS DISTURBED  
 MANY THANKS

BELLHCPT BRU B TWX 1930 2 NOVEMBER 1972

ATTN: MR. F.M. SYLVESTER (HOTEL GUEST)

MUCH APPRECIATED CHRIS AND YOURSELF SHARING THE GOOD NEWS.  
 MANY CONGRATULATIONS TO ALL CONCERNED.  
 WILL CALL YOU TOMORROW, FRIDAY 17.30 YOUR TIME.

DICK

*Contact already made  
 4/11/72  
 eg*

CORRECTION FOR MR SYLVESTER  
 AND PHONE TODAY  
 THANKS

2575 A TAXI TN  
 -  
 758229 BELL HELICOPTER CO FORT WORTH TEXAS MSG 73 11-3-72  
 345PM CST  
 MR C R RUDNING  
 BELL HELICOPTER CO  
 CARE OOF AIR TAXI TEHRAN IRAN  
 951 2575

*Contact made  
 4/11*

MR C R RUDNING  
 BELL HELICOPTER CO  
 COPY TO : MR J F ATKINS

PER YOUR REQUEST, THE FOLLOWING DATA IS ESTIMATED ANNUAL SPARES  
 /SPECIAL TOOLS INVENTORY AND CONSUMPTION REQUIREMENTS  
 TO SUPPORT 202J'S AND 287 214'S FROM INTRODUCTION UNTIL  
 PIPELINE IS FULLY LOADED BASED ON THIRTY (30) HOUR PER MONTH  
 FLYING HOUR PROGRAM :

- A. INVENTORY BUILDUP IN-COUNTRY IS SPREAD AS SH SHOWN .
- B. FUNDING REQUIREMENTS ASSUME A TWO (2) YEAR PROCUREMENT  
 LEAD TIME .
- C. FUNDING REQUIREMENTS FOR INITIAL SUPPORT INVESTMENT OF 20 PERCENT  
 OF SHIP COST FOR FIRST TWENTY FOUR (24) MONTH'S SHIP DELIVERIES ;  
 PLUS SPARE ENGINES , IS SHOWN IN CY 1973.
- D. FUNDING REQUIREMENTS FOR CY 1974 AND SUBSEQUENT ARE MADE  
 UP OF ADDITIONAL INVENTORY BUILDUP PLUS ANNUAL  
 CONSUMPTION .

E. NO ALLOWANCE IS MADE FOR ATTRITION.

F. ALL VALUES ARE EXPRESSED IN MILLIONS.

AH-J

|                 | 73   | 74   | 75   | 76   | 77  | 78  | 79  |
|-----------------|------|------|------|------|-----|-----|-----|
| INVENTORY       |      |      |      |      |     |     |     |
| -REPARABLES     |      | 7.8  | 9.0  | 9.0  | 0   | 0   | 0   |
| -EXPEDNABLES    |      | 4.0  | 3.0  | 1.0  | .5  | 0   | 0   |
| CONSUMPTION     |      |      |      |      |     |     |     |
| -MAINT . SPARES |      | .2   | 1.1  | 2.4  | 3.3 | 3.4 | 3.4 |
| OVERHAUL SPARES |      |      |      |      |     |     |     |
| -AIRFRAME       |      | .1   | .3   | .5   | .6  | .6  | .6  |
| J-DYNAMICS      |      | 0    | .4   | .8   | 1.8 | 2.6 | 2.6 |
| -ELECTRONICS    |      | 0    | .2   | .3   | .4  | .4  | .4  |
| -ENGINE         |      | .2   | .3   | 1.2  | 1.4 | 1.5 | 1.5 |
| TOTAL           |      | 12.3 | 14.3 | 15.2 | 8.0 | 8.5 | 8.5 |
| FUNDING RQNT    | 26.6 | 15.2 | 8.0  | 8.5  | 8.5 | 8.5 | 8.5 |
| 214A            |      |      |      |      |     |     |     |

|                  | 73   | 2- | 77 | 78 | 79 | 73   | 2-   |
|------------------|------|----|----|----|----|------|------|
|                  | 533  |    |    |    |    |      |      |
| 9000             |      |    |    |    |    |      |      |
| INVENTORY        |      |    |    |    |    |      |      |
| -REPARABLES      |      |    |    |    |    | 9.8  | 14.0 |
| -EXPENDABLES     |      |    |    |    |    | 6.0  | 6.2  |
| CONSUMPTION      |      |    |    |    |    |      |      |
| -MAINT SPARES    |      |    |    |    |    | .4   | 2.2  |
| -OVERHAUL SPARES |      |    |    |    |    |      |      |
| -AIRFRAME        |      |    |    |    |    | .1   | .4   |
| -DYNAMICS        |      |    |    |    |    | .2   | .5   |
| -ELECTRONICS     |      |    |    |    |    | 0    | .2   |
| -ENGINE          |      |    |    |    |    | .1   | .4   |
| TOTAL            |      |    |    |    |    | 16.6 | 23.9 |
| FUNDING RQNT     | 40.5 | 0  |    |    |    | 22.5 | 12.4 |
|                  |      |    |    |    |    | 14.2 | 14.2 |
|                  |      |    |    |    |    | 14.2 | 14.2 |

BHC EXPERIENCE SHOWN OVERHAUL LABOR COSTS TO BE APPROXIMATELY 125 PERCENT OF OVERHAUL SPARES COSTS . WE HAVE NO BASIS HERE TO ADJUST FACTOR TO REFLECT CONDITIONS IN IRAN.

H A STRIKER  
BELLCRAFT

END MC

URGENT

Y

VIA RCA

ZCZC UNI498 WTD1629

IRTN CO URTX 063

TDGI TLX FORT WORTH TEX 63 2 1017)-3'5 1/50

*2/12/72*  
*2100*  
*[Signature]*

9512575 AIR TAXI COMPANY  
TEHERANIRAN

*1310*

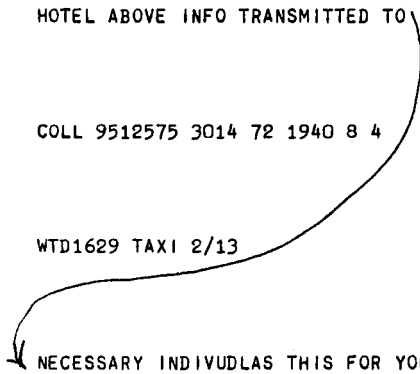
ATTENTION KHALIL IRZNADA

OUR REF NO 3014

IHI SPARES TO ARV SUBJECT TO AIRLINE SCHEDULE WED DECEMBER  
8 MR W H HEARN BHC QUALITY MAN FOR IHI ARRIVING THR  
DECEMBER 4 IRN NO 72 AT 1940 WILL STAY AT INTERCONTINENTAL  
HOTEL ABOVE INFO TRANSMITTED TO

COLL 9512575 3014 72 1940 8 4

WTD1629 TAXI 2/13



NECESSARY INDIVIDUALS THIS FOR YOUR INFO ONLY TAKE NO  
ACTION REGARDS

GALLAGHER BELLCRAFT

*dh*  
*3.12.72*

REC OK PLS????  
T

11/03/72 1836 EST

2575 A TAXI TN

758229 BELL HELICOPTER CO FTW TEXAS MSGNO 82 11-3-72 435PM

9512575 IRAN

TO: RUDNING

REF. MY TWX ON INVENTORY REQUIREMENTS. THE REPARABLES ITEM  
INCLUDES SPARE ENGINES AND AIRFRAME COMPONENTS TO SUPPORT  
A SIX MONTHS OVERHAUL CYCLE.

H. A. STRIKER

BELLCRAFT

END CD

#

2575 A TAXI TN

.....M

*Contact made  
4/11*

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Nov. 9, 1972No. S/13/1359

Yr. Ref. \_\_\_\_\_

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷ }  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }  
تکسی ۲۵۷۵

تلفگرافی: تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. Esfandiar Saeed,  
Managing Director,  
Paragon Consulting Engineers,  
6, Karim Khan Zand Avenue,  
Teheran.

Dear Sir,

Re: Bell Helicopter Model 206B

Your enquiry has been referred to us for follow-up.

We appreciate your interest in Bell Helicopter Co. and would be more than pleased to assist you, in any way possible, for the procurement of one Bell Helicopter Model 206B in which you are interested. We would suggest that you visit us at your convenience or, if you prefer, one of our representatives will visit you and furnish all detailed information together with prices etc. for the above mentioned helicopter. In the meantime, we are enclosing Bell Helicopter's brochure describing various models of their helicopters.

For your further information we maintain modern facilities for the maintenance and after-sales support of Bell Helicopters in Iran.

Looking forward to your early and favourable reply we remain,

Yours truly,  
AIR TAXI CO.,

*M. Iranzad*  
K. Iranzad  
Commercial Manager.

cc: Bell Helicopter Co., Fort Worth.

A-229



758229 BELL HELICOPTER CO FTW TEXAS MSGNO 196 11-13-72

742

9512575 TEHRAN IRAN AIR TAXI

ATTN: C.P.B. HORSLEY

REUR TWX NO. 100 DATED 11-7. REGRET DELAY, HOWEVER, ENCOUNTERED SOME DIFFICULTY OBTAINING PRICE FOR CHARTER CARRIER. INITIAL RESPONSES VARY FROM 60 THOUSAND DOWN TO 25 THOUSAND DOLLARS. ANTICIPATE FIRM QUOTE BY 14TH. SUCH QUOTE TO INCLUDE TRANSPORT FOR ADDITIONAL SPARES AS MAY BE AVAILABLE THROUGH TODAY.

BB UNDERSTOOD.

CC WILL INVOICE SEPARATELY, HOWEVER, ANTICIPATE SHIPMENT CONCURRENT WITH LARGER ORDER.

CANNOT FIND OPEN CORRESPONDENCE. HAVE NO RECORD OF C118 DATED 24 OCTOBER. BELIEVE EVERY EFFORT BEING MADE TO INSURE TIMELY AND PROPER RESPONSE.

REGARDS,

ICHELL  
HIZCRONMEE  
ZVVVX1111((

MR HORSLEY DEPARTED TEHRAN AND IS NO LONGER HERE PSE RELAY YR  
MSG TO HIM IN BRUSSELS

OK THANK YOU SO MUCH

BIBI  
⊕  
2575 A TAXI TN

*JA*  
*14.11.72*

11/14/72 0132 EST⊕  
2575 A TAXI TN

758229 BELL HELICOPTER CO FTW TEXAS MSGNO 200 11-13-72  
9512575 TEHERAN IRAN

AIR TAXI

REFERENCE YOUR TELEX NOVEMBER 13TH. NO ACTION TO BE TAKEN ON LOGISTIC AND TRAINING PROGRAMS UNTIL FURTHER ADVISED. PLEASE CONTINUE TO KEEP US INFORMED OF ANY DEVELOPMENTS THAT COME TO YOUR ATTENTION ON THESE AND RELATED PROGRAMS.

ALSO PLEASE LET ME HAVE YOUR CURRENT PLANS FOR FORT WORTH VISIT.

SYLVESTER

BELLCRAFT  
END CD

⊕  
2575 A TAXI TN  
OK TKS VM WELL RCD BIBI FOR NOW

BIBI ⊕  
2575 A TAXI TN,,,,,

*oh*  
*14.11.72*

MOM PLS  
VIA USA 0711+ GM DFDFDFDF⊕  
BELL HCPTR FTW

2575 A TAXI TN  
BELL HELICOPTER CO. FTW  
NOV 13/72  
REF 447/72

*10.38*

ATTN FRANK SYLVESTER.  
STRONG RUMOURS INDICATE THAT LOGISTIC PROGRAM WILL BE OPEN FOR COMPETITIVE PARTICIPATION. NORTHROP'S NAME IS BEING MENTIONED AS ONE OF THE MAIN PARTICIPANTS.

PLEASE ADVISE YOUR UNDERSTANDING AND ANY ACTION THAT I CAN TAKE HERE BEFORE VISITING YOU IN FORT WORTH. REGARDS ZANGANEH.

2575 A TAXI TN.

⊕  
BELL HCPTR FTW  
2575 A TAXI TN

*oh*  
*13.11.72*

2575 A TAXI TN  
758229 BELL HELICOPTER CO FTW TEXAS MSGNO 292 11-17-72 1135PM  
9512575 AIR TAXI COMPANY MEHRABAD AIRPORT TEHRAN, IRAN

URGENT. RESPECTFULLY REQUEST PRIORITY DELIVERY FOLLOWING MESSAGE TO ENG. TOUFANIAN.

-----  
TO: ENG. TOUFANIAN  
TEHERAN, IRAN

DEEPLY REGRET HAVE BEEN UNABLE TO OBTAIN CHARTER FLIGHT FOR DELIVERY OF SPARE PARTS AT WHAT WE CONSIDER A REASONABLE RATE. RATES QUOTED WERE IN EXCESS OF \$40,000 AND CONTINGENT UPON +BACK-HAUL+FROM EUROPE. OTHERWISE, RATE WILL BE APPROXIMATELY \$60,000. ACCORDINGLY, WE HAVE ADVISED THAT BY SPECIAL ARRANGEMENT WE CAN EFFECT SHIPMENT BY COMMERCIAL AIR WITH THREE DAY DELIVERY AND ONE POINT TRANSFER ALL OF THE CURRENTLY AVAILABLE SPARE PARTS WHICH HAVE A TOTAL VALUE OF \$720,893.74 FOR \$35,701.92. HOWEVER, IF YOU ELECT TO SELECT A DIFFERENT MODE OF SHIPMENT, WE WILL BE MORE THAN PLEASED TO COMPLY WITH YOUR INSTRUCTIONS IN AN EXPEDITIOUS MANNER.

NEW SUBJECT. I HAVE BEEN ADVISED THAT YOU HAVE REQUESTED A COPY OF THE BELL HELICOPTER COMPANY QUALITY CONTROL MANUAL.

SUBJECT TO YOUR APPROVAL WE WOULD PROPOSE TO MAKE AVAILABLE AT NO CHARGE TO YOU A QUALITY CONTROL SUPERVISOR CONCURRENT WITH THE DELIVERY OF THE FIRST INCREMENT OF SPARE PARTS TO BE DELIVERED. THIS TECHNICIAN WILL, OF COURSE, HAVE IN HIS POSSESSION THE BELL MANUAL. AND WILL BE PLEASED TO COLLABORATE WITH YOU AND/OR YOUR DESIGNATED REPRESENTATIVE DURING THE RECEIVING INSPECTION PROCESS. I BELIEVE THE TECHNICIAN COULD THEN ASSIST IN EXPLAINING THE RELATED QUALITY CONTROL PROCEDURES AND THE MANUAL WOULD BE MORE MEANINGFUL FOR YOUR PERSONNEL RESPONSIBLE FOR RECEIVING SUBSEQUENT SHIPMENTS.

YOUR COMMENTS WILL BE GREATLY APPRECIATED.

REGARDS,  
MITCHELL  
BELL-CRAFT  
END CD

⊕  
2575 A TAXI TN

WDEEE WELL RCD WILL PASS ON BIBI FOR NOW  
THANK YOU  
BIBI

⊕  
2575 A TAXI TN.... [96.661] - فونان - فونان

*Ship - low freight*  
*Sund Department*  
*[Signature]*

## AIR TAXI CO.

Mehrobad Airport

TEHRAN

40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Dec. 10, 1972.

No. \_\_\_\_\_

Yr. Ref. F4:JEG:cmt:1210

شرکت هواپیمائی ارتاکسی

فرودگاه مهرآباد - تهران

۲۰۲۵۷  
تلفن ۶۶۸۹۹۲  
۶۶۱۹۶۷

تلكسى ۲۵۷۵

تلگرافى: تهران ارتاکسى

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. J.E. Gallagher Jr.,  
Regional Manager - Iran,  
Bell Helicopter Co.,  
P.O. Box 482,  
Fort Worth, Texas 76101,  
U.S.A.

Dear Mr. Gallagher,

Re: Paragon Consulting Engineers' enquiry for one 206B Helicopter.

I received your letter of October 26, 1972, together with the respective enclosures. Attached is a copy of our reply which is self-explanatory.

Reference your new subject. I delivered your corrected film entitled 'Develop the Land' to Mr. Zanganeh who handed it to General Khatami.

At this end all is going well. Mr. Zanganeh is planning to leave for Europe and the United States day after tomorrow and he is scheduled to be in Fort Worth on or about January 2, 1973. Please take good care of him. Mr. Zanganeh will be carrying with him Air Taxi's file regarding our efforts for Bell during the past years. While going through this file you will appreciate the valuable cooperation devoted and contributed by us which resulted in the recent large order.

I take this opportunity to extend my most sincere and warm Seasons Greetings and wish you and your family a Happy and Prosperous New Year.

Yours sincerely,  
AIR TAXI COMPANY,

K. Iranzad,  
Commercial Manager.

mgm

A - 229

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date Dec. 10, 1972.

No. \_\_\_\_\_

Yr. Ref. \_\_\_\_\_

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴-۲۵۷ }  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }

تکس ۲۵۷۵

تلفرانی : تهران ارتاکسی

تاریخ \_\_\_\_\_

شماره \_\_\_\_\_

Mr. Esfandiar Saeed,  
Managing Director,  
Paragon Consulting Engineers,  
6, Karim Khan Zand Avenue,  
Teheran.

Dear Sir,

Re: Your enquiry Bell Helicopter Model 206B

We do not appear to have received any reaction from your goodselves to our letter of November 9, 1972, regarding the above. For the sake of good order we enclose photocopy of same together with brochure and await your favourable reply.

Yours truly,  
AIR TAXI CO.

*K. Iranzad*  
K. Iranzad,  
Commercial Manager.

mgm

*FR Cable*

12-22=72

GENERAL KHATAMI  
COMMANDER IN CHIEF  
IMPERIAL IRANIAN AIR FORCE  
DOSHAN TAPPEH  
TEHERAN, IRAN

AT THE ADVENT OF OUR HOLIDAY AND NEW YEAR SEASON MY ASSOCIATES  
AND I EXTEND TO YOU AND YOUR STAFF OUR WARMEST REGARDS AND  
BEST WISHES FOR YOUR CONTINUED SUCCESS.

FRANK M. SYLVESTER  
VICE PRESIDENT  
BELL HELICOPTER CO.

3-23-73

FR CABLE

MR. A. H. ZANGANEH  
21ST AVE. MARACHAL FRANCHET D'ESPEREY  
PARIS 16, FRANCE

WILL ARRIVE 7:35 A.M. SATURDAY, MARCH 31, ON TWA FLIGHT 890.

FRANK M. SYLVESTER

⊕  
 WU VIA RCA NYK⊕  
 BELL HCPTR FTW

758229 BELL HELICOPTER CO FTW TEXAS MSGNO 269 3-22-73 1150PM

INTL FR PD

MR. A. H. ZANGANEH  
 21ST AVE MARACHAL FRANCHET D'ESPEREY  
 PARIS 16 FRANCE

NEGLECTED TO MENTION THIS DURING OUR CONVERSATION TODAY,  
 BUT THINK DEHESH SHOULD KNOW THAT ATKINS IS IRREVOCABLY  
 COMMITTED TO ARRIVING TEHERAN APRIL 2 AND TO DEPARTING  
 TEHERAN NO LATER THAN MORNING OF APRIL 10. SUGGEST YOU SO INFORM  
DEHESH.

PLEASE CONFIRM RECEIPT THIS MESSAGE AND YOUR REACTIONS TO IT.

**SYLVESTER**  
 BELLCRAFT

CD

⊕

WU VIA RCA NYK⊕  
 BELL HCPTR FTW

6-241-758229

TNR B016(0520)(1-059872G082)PD 03/23/73 0920

ICS IPMIIHA IISS

ZCZC IISS FM WUI 23 0920

PMS FORTWORTH TX

UWG1115 PSX546 QAE429 005860

UWNX CO FRPA 019

PARIS 19 23 1423

MR SYLVESTER BELLCRAFT POBOX 482

FORTWORTHTEXAS

MR DEHESH WILL BE IN TEHERAN ON OR ABOUT APRIL 8 REGARDS

ZANGANEH

COL 482 8

NNN

6-241-758229

M

M 1973 APR 20 8:36

|                                    |                                     |
|------------------------------------|-------------------------------------|
| INTERNATIONAL MARKETING DEPARTMENT |                                     |
| MAR 23 1973                        |                                     |
| Ref. No.                           |                                     |
| Assigned:                          | <i>Sylvester</i>                    |
| Action:                            |                                     |
| Info Copies to:                    |                                     |
| Vice President                     |                                     |
| Marketing Director                 |                                     |
| Administrative                     |                                     |
| Area Manager                       |                                     |
| Regional Manager                   | <input checked="" type="checkbox"/> |
| Washington Office                  |                                     |
| File                               |                                     |



Certificate of Acknowledgment of Execution of an Instrument

|  |
|--|
| EMPIRE OF IRAN<br><small>(Country)</small>   |
| DISTRICT AND CITY OF TEHRAN<br><small>(County and/or other political division)</small>   |
| EMBASSY OF THE UNITED STATES<br><small>(Country and/or other political division)</small> |
| OF AMERICA<br><small>(Name of foreign service office)</small>                            |

as:

I, George P. Fourier Vice Consul

of the United States of America at Tehran Iran

duly commissioned and qualified, do hereby certify that on this 21

day of May, 1973 (Date), before me personally appeared

Mr. A.H. Zanganeh & Mr. A. Chafik

Mr. F. Eshoo

whom I personally know, and known to me to be the individual described in, whose names are subscribed to, and who executed the annexed instrument, and being advised by me of the contents of said instrument. They duly acknowledged to me that they executed the same freely and voluntarily for the uses and purposes herein mentioned.

In witness whereof I have hereunto set my hand and official seal the day and year last above written.

George P. Fourier  
Vice Consul of the United States of America.

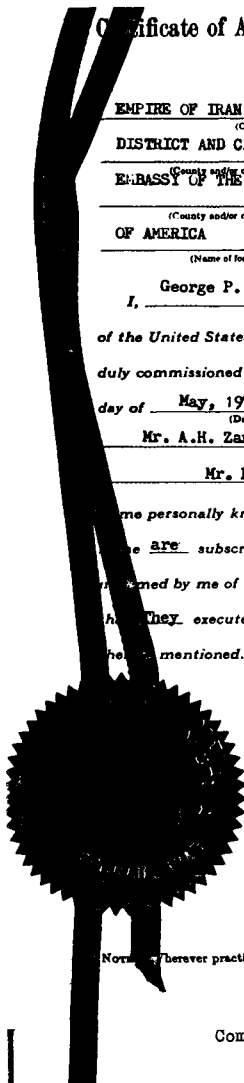
Normally wherever practicable all signatures to a document should be included in one certificate.

O-5521

Compensations and to make any decision concerning 1 of 2...

F

A.C.



**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**40257  
Tel. 668992  
661967

Telex 2575

Cable TEHRAN AIR TAXI

Date.....

No.....

Yr. Ref. ....

**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۴۰۲۵۷  
۶۶۸۹۹۲ } تلفن  
۶۶۱۹۶۷ }

تلفکس ۲۵۷۵

تلفگراف: تهران ارتاکسی

تاریخ.....

شماره.....

RESOLUTION OF THE BOARD OF DIRECTORS

A meeting of the Board of Directors of Air Taxi Company, a Private Joint Stock Company, registered and formed in Iran on April 19, 1958, under number 4665 of the Company Registrar's Office (The Company) was held on January 6th, 1973, at the main office of the Company and a valid quorum being present, the following decisions were unanimously adopted:

1. Mr. A. H. Zanganeh (Mr. Zanganeh) a national of the Kingdom of Iran, resident of Tehran, Elahiyeh, No. 65 Khosrovani St., was appointed as the lawful attorney of the Company with full powers of delegation and substitution, and with the broadest powers to take any action in the name of and on behalf of the Company required or deemed advisable to protect and safeguard the interests of the Company.
2. The said Mr. Zanganeh shall have the power to represent the Company in all matters related to any past, present or future relationships or agreements with Bell Helicopter Company, Fort Worth, Texas, U.S.A. and for this purpose said Mr. Zanganeh shall have complete powers to negotiate, amend, modify or cancel the present Manufacturer's Foreign Representative Agreement and/or any amendments thereto and to collect any sums due to the Company and/or to settle any issue of Commissions and Compensations and to make any decision concerning the

A. Q. 1 of 2...

A. 229

**AIR TAXI CO.**

Mehrabad Airport

**TEHRAN**

40257

Tel. 668992

661967

Telex 2575

Cable TEHRAN AIR TAXI

Date.....

No.....

Yr. Ref. ....



**شرکت هواپیمائی ارتاکسی**

فرودگاه مهرآباد - تهران

۲۰۲۵۷

تلفن ۶۶۸۹۹۲

۶۶۱۹۶۷

تلکس ۲۵۷۵

تلفرانی : تهران ارتاکسی

تاریخ.....

شماره.....

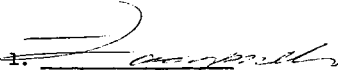
Page 2 of 2

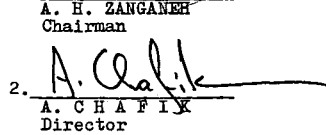
method/mode of any payments, transfer of funds, etc.

- 3. The said Mr. Zanganeh shall further have the power to enter into and sign on behalf of the Company any agreements with the said Bell Helicopter Company concerning any matter he may deem advisable.

IN WITNESS WHEREOF the Air Taxi Company has caused its corporate name to be subscribed hereto by its members of the Board of Directors, and shareholders of 100% of its shares, and its corporate seal has been affixed thereon.

Signed by:

1.   
 A. H. ZANGANEH  
 Chairman

2.   
 A. CHAFIX  
 Director

3.   
 F. ESHOO  
 Director



CORPORATE SEAL

## AIR TAXI CO.


Mehrabad Airport  
TEHRANtel. { 40257  
668992  
661967  
Telex 2575

Cable TEHRAN AIR TAXI

Date May 23 1977

No. \_\_\_\_\_

Yr. Ref. \_\_\_\_\_



INTERNATIONAL MARKETING  
JUN 6 1977  
REV. M. M. M. M.  
AIR TAXI CO.  
TEHRAN  
IRN 2

شرکت هوائی تاکسی

شرکت سهامی خاص  
فرودگاه مهرآباد، تهران۴۰۲۵۷ |  
۶۶۸۹۹۲ | تلفن:  
۶۶۱۹۶۷ |

تکس ۲۵۷۵

تلفگرافی: تهران ایرتاکسی

نامیخ \_\_\_\_\_

شماره \_\_\_\_\_

Air Taxi Company have pleasure in announcing  
the following changes which have taken place within  
the Management.

Mr. K. Dadsetan, formerly Managing Director of  
the Company, has been elected Chairman of the Board.

Mr. A. Djahanbani, formerly Deputy Managing  
Director, succeeds Mr. Dadsetan as Managing Director.

Air Taxi Company wishes to assure their Principals  
and Customers of their continued support and cooperation  
in the future.

AIR TAXI COMPANY

BELLHOPT FIW

IRAN

212575 ATXI IR

212575 ATXI IR

BELL HELICOPTER CO

JUNE 16/76

REF 602/76

| INTERNATIONAL MARKET<br>DEPARTMENT |                                     |
|------------------------------------|-------------------------------------|
| JUN 16 1976                        |                                     |
| REF. NO.                           |                                     |
| ASSIGNED                           | <i>Car. H.E. 4-</i>                 |
| NAME                               |                                     |
| ADDRESS                            |                                     |
| TELEPHONE                          |                                     |
| HEAD OFFICE                        |                                     |
| WHO CALL TO                        |                                     |
| VICE PRESIDENT                     | <input checked="" type="checkbox"/> |
| MANAGER                            | <i>Ross</i>                         |
| SALES                              | <input checked="" type="checkbox"/> |
| OPERATIONS                         | <input checked="" type="checkbox"/> |
| FINANCE                            |                                     |
| LEGAL                              |                                     |
| OTHER                              |                                     |
| IRN 2                              |                                     |

SUBJECT: REORGANIZATION AIR TAXI CO.

WE ARE PLEASED TO INFORM YOU THAT WITH EFFECT FROM MAY 31 1976 THE FOLLOWING CHANGES ARE EFFECTED IN THE MANAGEMENT OF AIR TAXI CO. MR K. DADSETAN TAKES OVER AS MANAGING DIRECTOR OF THE COMPANY AFTER THE RESIGNATION OF CAPTAIN MH MONIRI AS MANAGING DIRECTOR WHO IS APPOINTED ADVISOR TO THE COMPANY. MR A. DJAHANBANI IS APPOINTED DEPUTY MANAGING DIRECTOR. CAPTAIN AYOOB KHAM IN ADDITION TO BEING MANAGER-OPERATIONS OF THE COMPANY IS ALSO APPOINTED COMMERCIAL MANAGER.

THE COMPANY TAKES THIS OPPORTUNITY TO ASSURE ALL OUR CLIENTS AND ASSOCIATES OF OUR CONTINUED AND BEST EFFORTS AS USUAL.

AIR TAXI COMPANY

212575 ATXI IR



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

9 May 1973  
1M:MDM:jc-268

**Subject:** Contracts DAAJ01-73-C-0248 and DAAJ01-73-C-0300,  
Definitization Thereof

**To:** Department of the Army  
U. S. Army Aviation Systems Command  
P. O. Box 209  
St. Louis, Missouri 63166

**Attention:** Contracting Officer  
AMSAV-PPPUU/J. R. Kurtz  
AMSAV-PPPUA/E. Hansell

**Enclosures:**

- (1) Contingent Fee Statement, Standard Form 119
- (2) BHC Foreign Sales Representative Agreement with Air Taxi Company dated 27 August 1959
- (3) BHC Manufacturer's Foreign Representative Agreement with Air Taxi Company dated 1 April 1968
- (4) BHC Manufacturer's Foreign Representative Agreement with Air Taxi Company dated 15 June 1970
- (5) Amendment No. 1 to Enclosure 4
- (6) Amendment No. 2 to Enclosure 4

1. In accordance with the requirements of our contract, and as contemplated by our proposals for the definitization of the subject contracts, submitted herewith as enclosure (1) is a completed standard Form 119 entitled "Contractor's Statement of Contingent or Other Fees". Also attached as enclosures (2) through (6) are the various agreements Bell has entered into with our representative, Air Taxi Company.

2. Air Taxi has been a very responsive and responsible Foreign Representative for us and has significantly contributed to the successful sales efforts for our U. S. manufactured products in Iran. However, due to the magnitude of the program which has resulted, we are conducting further negotiations with Air Taxi with the intent of reducing the total commission which they will receive. These negotiations have not been concluded and it is not possible to accurately predict their outcome.



BELL HELICOPTER COMPANY

Page Two.

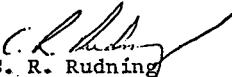
9 May 1973  
1M:MDM:jc-268

3. We recognize that this matter should be resolved for the purposes of the definitizing of the subject contracts, therefore, the forthcoming amendments to our definitive proposals will contain a commission of \$1000 per helicopter and a proposed clause limiting the commission to that amount and providing for reduction to a lesser sum per helicopter if we do so negotiate subsequently with Air Taxi.

4. We consider the commission agreement between Bell and Air Taxi to be confidential information. We, therefore, request that this matter be handled in a confidential nature and that the enclosures to this letter not be reproduced.

5. A file of significant correspondence between Bell and Air Taxi relating to this program is available for review by the Contracting Officer or his representative.

BELL HELICOPTER COMPANY



G. R. Rudning  
Vice President  
Program Management

AFR AND FORM 119  
APRIL 1962  
ISSUED BY  
GENERAL SERVICES ADMINISTRATION

**CONTRACTOR'S STATEMENT  
OF CONTINGENT OR OTHER FEES<sup>1</sup>**

**FOR SOLICITATION OR SECURING, OR RESULTING FROM AWARD OF, CONTRACT**

INVITATION NO.  
CONTRACT NO. **DAAJ01-73-C-0248**  
**DAAJ01-73-C-0300**  
NAME OF GOVERNMENT PURCHASING OFFICE

The following information is furnished by the undersigned contractor concerning any company or person employed or retained in whole or in part to secure the above identified contract, or concerning any company or person to whom the contractor has paid or agreed to pay any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of that contract.

DATE: **1973** NAME AND BUSINESS ADDRESS OF EACH COMPANY OR PERSON (if more than one, identify all) AND INDICATE WHETHER CORPORATION, PARTNERSHIP, INDIVIDUAL, ETC.

**Air Taxi Company  
Mehrabad Airport  
Tehran, Iran**

INDICATE RELATIONSHIP TO CONTRACTOR OF THE COMPANY OR PERSON (CHECK ONE) (1) THAT IS, HAS, OR WILL BECOME COMPANY OR PERSON IS A SALES AGENT OR ALIEN-RELATED, PARTNER, PARTNER, CORPORATE OFFICER OR EMPLOYEE, OR OTHER RELATIONSHIP

**Representative**

IF THERE IS A WRITTEN CONTRACT OR AGREEMENT CONCERNING SUCH RELATIONSHIP, ATTACH A COPY. IF NOT IN WRITING, STATE IN DETAIL THE TERMS OF SUCH AGREEMENT, INCLUDING THE AMOUNT AND IN KIND OF COMPENSATION OF COMPANY OR INDIVIDUAL.

**Yes - See attachments**

**Enclosure (1) to HHC letter**

**CONTINUE ON OTHER SIDE No. 1M10M1JC-206**

This form is prescribed by General Services Administration for use as part of the procedure concerning the "Contract Against Corruption Act." See General Services Administration Regulation, 41 (CFR) 1-1.507, 101.45.315, and 101.47.315. As used throughout this form, the term "contractor" includes "bidder."

*If additional space is required, attach separate sheet which must also be signed*



IS SUCH PERSON AN EMPLOYEE?  
 SPECIFY THE DURATION PERIOD OF EMPLOYMENT

IS SUCH PERSON ON THE GENERAL ROLL PAYABLE FOR PURPOSES OF SOCIAL SECURITY AND FEDERAL INCOME TAX WITHHOLDING?  YES  NO

IS SUCH PERSON EMPLOYED BY OR DOES HE BELONG TO ANY OTHER ESTABLISHMENT?  
 IF ANSWER IS "YES," STATE NAME AND ADDRESS OF SUCH CONCERN AND IN WHAT CAPACITY

DOES THE COMPANY OR PERSON LISTED ABOVE FIT OR FITS THE CONTRACTOR:  
 WITH RESPECT TO BOTH COMMERCIAL AND GOVERNMENT BUSINESS?  YES  NO

WHICH APPLIES TO GOVERNMENT BUSINESS ONLY?  YES  NO

DOES IT BELONG TO THIS CONTRACT?  YES  NO

IS/ARE SUBJECTS TO CONTRACTS OR AGREEMENTS OR GOVERNMENT APPOINTMENT OFFICES?  YES  NO  
 IF ANSWER IS "YES," SPECIFY THE OFFICES:

WITH RESPECT TO THIS CONTRACT, ARE THE DUTIES OF THE COMPANY OR PERSON LISTED ABOVE COMPARED TO VOLUNTEERING, OBTAINING, OR OBTAINING THE CONTRACT?  YES  NO

IF THE DUTIES INCLUDE OTHER SERVICES SPECIFY SUCH SERVICES  
**Technical advice and product support (See attached Representative Agreement)**

IS IT THE CONTRACTOR'S REGULAR PRACTICE TO HAVE AN ARRANGEMENT OF THE TYPE SPECIFIED HEREIN?  YES  NO

IF NOT, LONG SUCH COMPANY OR PERSON SPECIFIED UNDER ITEM 1, STATE:  
 EMPLOYEE SUCH COMPANY OR PERSON HAS BEEN EMPLOYED ON THIS TYPE OF WORK FOR THE CONTRACTOR

**1958 to present**

ONE LONG SUCH COMPANY OR PERSON HAS BEEN EMPLOYED ON THIS TYPE OF WORK FOR THE CONTRACTOR  
**August 1959 through 1 January 1964,  
 April 1968 to present time**

|  |  |
|--|--|
| 1. Code, Title 18 (Crimes and Criminal Procedure) Section 1001 as it is a criminal offense to make a false statement or representation herein. | CONTRACTOR<br><b>BELL HELICOPTER COMPANY</b>   |
|  | BY <i>(Signature)</i><br>TITLE _____ DATE _____  |
|  | ADDRESS OF CONTRACTOR<br><b>P. O. Box 428<br/>                 Fort Worth, Texas 76101</b> |

If additional space is required, attach separate sheet which must also be signed

87-1  
116

**BEH HELICOPTER COMPANY**  
POST OFFICE BOX 1071 DALLAS TEXAS 75201

AMOUNT OF CHECK  
DOLLARS **950000**  
CENTS **00**

**016994** CHECK NUMBER DATE **JUN 27 1975**

PAY TO THE ORDER OF  
**A. H. ZANGANEH  
C/O AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHRAN, IRAN**

DISBURSEMENT ACCOUNT

*A.C. Benth*  
AUTHORIZED SIGNATURE

*C.S. Shayer*  
AUTHORIZED SIGNATURE

TO INDUSTRIAL NATIONAL BANK  
OF RHODE ISLAND

#0095000000#

#0169942# :#0115#0001# 10 6999965#

**FRASER**  
ANY BANK, ANY BANK, ANY BANK  
CASH 1-30 JUN 27 1975

**327-1**  
PAY-ANY BANK  
000 JUN 2 1975  
FIRST NATIONAL BANK IN DALLAS  
DALLAS, TEXAS

**327-1**  
FIRST NATIONAL BANK IN DALLAS  
DALLAS, TEXAS

SBI 911 3307  
781 506 1-5  
Honor Tr. 30 NEW YORK

*Please deposit this check  
To my Account No 1998033  
in your bank A. H. ZANGANEH  
C/O AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHRAN, IRAN*

*The First National Bank & Trust  
Company of St. Louis, Mo. City*

**BH** **BELL HELICOPTER COMPANY**  
 POST OFFICE BOX 487 FORT WORTH, TEXAS 76101

1-2  
210

61297

CHECK NUMBER DATE  
 0701 92581 7 01 74

AMOUNT OF CHECK  
 DOLLARS CENTS  
 \$ 1,000,000 00

PAY TO THE ORDER OF  
**A. H. ZANGANEH  
 C/O AIR TAXI COMPANY  
 MEHRABAD AIRPORT  
 TEHRAN, IRAN**

DISBURSEMENT ACCOUNT

AUTHORIZED SIGNATURE  
*[Signature]*

AUTHORIZED SIGNATURE

TO THE CHASE MANHATTAN BANK  
 1 CHASE MANHATTAN PLAZA, NEW YORK, NEW YORK

PAID  
 JUN 30 1974

CMBS SERVICES

THE FIRST NATIONAL BANK  
 AND TRUST COMPANY  
 OKLAHOMA CITY, OKLAHOMA

FOR ACCOUNT NUMBER 488803  
 A-H ZANGANEH

ATTY IN L  
 FIRST NATIONAL BANK  
 100 NORTH FINCH ST  
 OKLAHOMA CITY, OKLAHOMA

JUN 28 74 02 54 17

PAID  
 JUL 1 1974

THE CHASE MANHATTAN BANK  
 NEW YORK, N.Y.

THE FIRST NATIONAL BANK  
 OKLAHOMA CITY, OKLAHOMA

1-2  
1-2  
1-2

**BELL HELICOPTER COMPANY**  
 POST OFFICE BOX 482 - FORT WORTH, TEXAS 76101

1-2  
210

052443

CHECK NUMBER: 0629 92130 DATE: 06 29 73 BC153464

AMOUNT OF CHECK: \$110,000.00

PAY TO THE ORDER OF: A. H. ZANGANEH  
 C/O AIR TAXI COMPANY  
 MEHRABAD AIRPORT  
 TEHRAN, IRAN

DISBURSEMENT ACCOUNT

F. N. C. B. PARIS  
 07994617 1973

BO. U. CHAMPS-ELYSEES

TO THE CHASE MANHATTAN BANK  
 1 CHASE MANHATTAN PLAZA, NEW YORK, N.Y. 10048

1-8  
FIRST  
D.C.  
PHONE: 8-11-11  
POST OFFICE BOX 100  
NEW YORK, N.Y. 10048

052443 21000000 91014013108 0100000000

FIRST NATIONAL CITY BANK - PARIS

Pay any bank of banker

THE FIRST NATIONAL CITY BANK HEREBY GIVES NOTICE TO ALL PERSONS CONCERNED THAT IT DOES NOT ACCEPT ANY LIABILITY FOR THE QUALITY OF ANY INSTRUMENTS OR DOCUMENTS IMPORTING TO BE COVERED BY ANY ACCOUNTING DOCUMENTS FOR THE DEPOSITING TO BE COVERED BY ANY QUALITY CONDITION OR DELIVERY OF GOODS RESPONSIBLE FOR THE ENTIRE QUANTITY.

1-8  
FIRST  
D.C.  
PHONE: 8-11-11  
POST OFFICE BOX 100  
NEW YORK, N.Y. 10048

17 JUL

Chase Manhattan Bank  
 1 CHASE MANHATTAN PLAZA  
 NEW YORK, N.Y. 10048

AFFIDAVIT

June 24, 1975

*President*

I, Mr. A. H. Zanganeh, ~~Managing Director~~ of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the third and final payment of \$950,000.00 set forth in the agreement made June 29, 1973, between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the final payment conditions due July 1, 1975, of the agreement made June 29, 1973, and I accordingly acknowledge receipt of this payment.

*[Signature]*  
\_\_\_\_\_

Witness

*[Signature]*  
\_\_\_\_\_

Witness

*[Signature]*  
\_\_\_\_\_

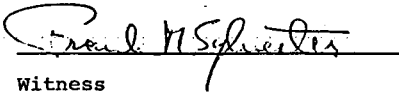
Mr. A. H. Zanganeh  
Managing Director  
Air Taxi Company

June 28, 1974

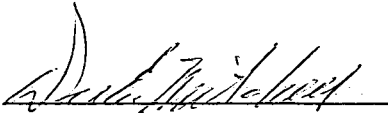
AFFIDAVIT

I, Mr. A. H. Zanganeh, Managing Director of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

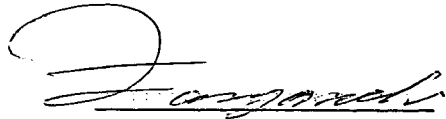
I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the second payment of \$1,000,000.00 set forth in the agreement made June 29, 1973 between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the second payment conditions due July 1, 1974 of the agreement made June 29, 1973, and I accordingly acknowledge receipt of this payment



Witness



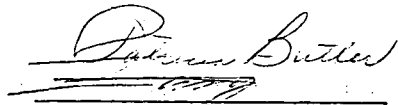
Witness



Mr. A. H. Zanganeh

Managing Director  
Air Taxi Company

SWORN AND SUBSCRIBED BEFORE ME ON THIS 28TH DAY OF JUNE 1974, NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS. MY COMMISSION EXPIRES JUNE 1, 1975.

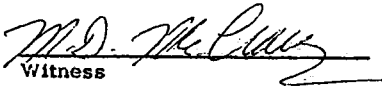


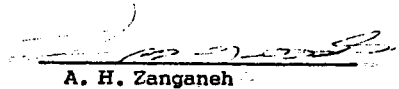
**AFFIDAVIT**

June 29, 1973

I, Mr. A. H. Zanganeh, Managing Director of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the first payment of \$1,000,000.00 set forth in the agreement made this date between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the first payment conditions due June 29, 1973 of the agreement made this date, and I accordingly acknowledge receipt of this payment.

  
Witness

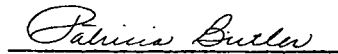
  
A. H. Zanganeh

Managing Director  
Air Taxi Company

\_\_\_\_\_

Witness

SWORN AND SUBSCRIBED BEFORE ME ON THIS 29TH DAY OF JUNE 1973, NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS. MY COMMISSION EXPIRES JUNE 1, 1975.

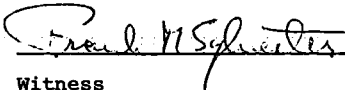
  
Patricia Butler

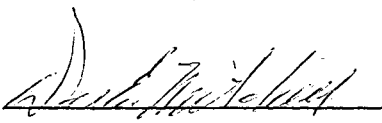
June 28, 1974

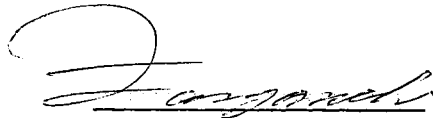
AFFIDAVIT

I, Mr. A. H. Zanganeh, Managing Director of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the second payment of \$1,000,000.00 set forth in the agreement made June 29, 1973 between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the second payment conditions due July 1, 1974 of the agreement made June 29, 1973, and I accordingly acknowledge receipt of this payment

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Mr. A. H. Zanganeh

Managing Director  
 Air Taxi Company


SWORN AND SUBSCRIBED BEFORE ME ON THIS 28TH DAY OF JUNE 1974, NOTARY PUBLIC IN AND FOR TARRANT COUNTY, TEXAS. MY COMMISSION EXPIRES JUNE 1, 1975.

  
 \_\_\_\_\_



AFFIDAVIT

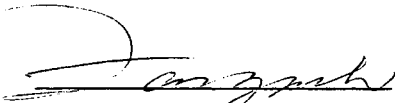
June 24, 1975

  
*President*  
 I, Mr. A. H. Zanganeh, ~~Managing Director~~ of Air Taxi Company, Mehrabad Airport, Teheran, Iran, hereby reaffirm on this date in the United States that I have the authorities and powers set forth in the attached document to settle claims and receive payment for Air Taxi Company.

I hereby certify that on this date Bell Helicopter Company has in fact provided to me on behalf of Air Taxi Company the third and final payment of \$950,000.00 set forth in the agreement made June 29, 1973, between Air Taxi Company and Bell Helicopter Company. This payment fully satisfies the final payment conditions due July 1, 1975, of the agreement made June 29, 1973, and I accordingly acknowledge receipt of this payment.

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Mr. A. H. Zanganeh  
 Managing Director  
 Air Taxi Company

**BELL HELICOPTER COMPANY**  
POST OFFICE BOX 482 - FORT WORTH, TEXAS 76101

**52443**

CHECK NUMBER: 0629  
DATE: 06 29 74  
AMOUNT OF CHECK: \$ 100,000.00

**DISBURSEMENT ACCOUNT**

**RAID**

A. H. ZANGANEH  
C/O AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHRAN, IRAN

N. C. B. PARIS  
60 AV. CHAMPELAIN  
NEW YORK, N.Y. 10011

TO THE CHASE MANHATTAN BANK  
1 CHASE MANHATTAN PLAZA, NEW YORK, N.Y. 10005

TO INDUSTRIAL NATIONAL BANK  
1001 AVENUE OF THE STARS  
WASHINGTON, D.C. 20004

AMOUNT OF CHECK \$ 100,000.00  
CHECK NUMBER 0629  
DATE 06 29 74

TO THE ORDER OF

TO INDUSTRIAL NATIONAL BANK  
1001 AVENUE OF THE STARS  
WASHINGTON, D.C. 20004

**BELL HELICOPTER COMPANY**  
POST OFFICE BOX 482 - FORT WORTH, TEXAS 76101

**61297**

CHECK NUMBER: 0701  
DATE: 7 01 74  
AMOUNT OF CHECK: \$ 1,000,000.00

**DISBURSEMENT ACCOUNT**

**RAID**

A. H. ZANGANEH  
C/O AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHRAN, IRAN

TO THE CHASE MANHATTAN BANK  
1 CHASE MANHATTAN PLAZA, NEW YORK, N.Y. 10005

TO INDUSTRIAL NATIONAL BANK  
1001 AVENUE OF THE STARS  
WASHINGTON, D.C. 20004

AMOUNT OF CHECK \$ 1,000,000.00  
CHECK NUMBER 0701  
DATE 7 01 74

TO THE ORDER OF

TO INDUSTRIAL NATIONAL BANK  
1001 AVENUE OF THE STARS  
WASHINGTON, D.C. 20004

**BELL HELICOPTER COMPANY**  
POST OFFICE BOX 482 - FORT WORTH, TEXAS 76101

**016994**

CHECK NUMBER: 92363  
DATE: JUN 27 1975

**DISBURSEMENT ACCOUNT**

**RAID**

A. H. ZANGANEH  
C/O AIR TAXI COMPANY  
MEHRABAD AIRPORT  
TEHRAN, IRAN

TO THE CHASE MANHATTAN BANK  
1 CHASE MANHATTAN PLAZA, NEW YORK, N.Y. 10005

TO INDUSTRIAL NATIONAL BANK  
1001 AVENUE OF THE STARS  
WASHINGTON, D.C. 20004

AMOUNT OF CHECK \$ 950,000.00  
CHECK NUMBER 92363  
DATE JUN 27 1975

TO THE ORDER OF

TO INDUSTRIAL NATIONAL BANK  
1001 AVENUE OF THE STARS  
WASHINGTON, D.C. 20004

MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT  
AMENDMENT NO. 3

This Amendment Number 3 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, a Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of: (1) amending and defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970 by amending paragraph 4 thereof, and (2) superseding, replacing and cancelling Amendments No. 1 and 2 to the said agreement which were effective 1 April 1972 and 14 October 1972, respectively.

WITNESSETH:

It is agreed between Bell and the Representative that this Amendment No. 3 shall cancel, supersede and replace Amendments No. 1 and 2 referred to above and, that this Amendment No. 3 is the sole and exclusive agreement between the parties applicable to the sale by Bell and the U. S. Government of Bell products and services to the Imperial Iranian Government. In all other respects, except for the changes to the agreement set forth below as paragraph B, the agreement of 15 June 1970 shall remain unchanged and in full force and effect.

A. In recognition of all past services and expenses rendered and incurred by Representative to assist Bell under the agreement of 15 June 1970, and Amendments No. 1 and 2 thereof, and in consideration of the agreements evidenced by this Amendment No. 3, and particularly the provisions of paragraph C. hereof, Bell has paid and will pay the amounts specified below in accordance with the following schedule, and such amounts are agreed to constitute full payment for all amounts in any way due to Representative for all sales of supplies or services made by Bell or Bell Helicopter International, Inc., either directly or through the U.S. Government, prior to 29 June 1973, and Representative releases Bell from all such claims in any way arising.

|              |             |
|--------------|-------------|
| 29 June 1973 | \$1,000,000 |
| 1 July 1974  | \$1,000,000 |
| 1 July 1975  | \$ 950,000  |

B. The parties agree that paragraph 4, entitled Commissions Payable to the Representative, contained within the Representative Agreement is hereby amended to provide that Bell shall not pay any additional amounts or commissions on past or future sales of any product or service made directly by Bell, or through the U. S. Government, for use of the Armed Forces of Iran, nor sales to the Military Industrial Organization (MIO) or the Iran Helicopter Industries (IHI).

C. Air Taxi agrees, in consideration of the payments specified in paragraph A. to continue to provide assistance and support to Bell Helicopter Company and Bell Helicopter International in Iran, in performance of contracts executed prior to the effective date hereof, directly with Iran and through the U. S. Government for

-3-

supplies and services until all such contracts are completely performed.

D. In the event the present program, which calls for delivery of 489 helicopters to Iran by Bell Helicopter Company, is reduced for any reason, the compensation specified in paragraph A. will be reduced by \$3,000.00 for each helicopter less than 489 which is not delivered to Iran.

E. This amendment shall become effective on this 29 June 1973 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970, and shall be attached to the agreement of 15 June 1970 as therein provided in paragraph 5(c).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 29 June 1973.

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rudning*  
C. R. Rudning  
(Title) Vice-President  
Program Management

Witness *M. S. McCall*  
Date 1973 JUN 29

By *A. H. Zanganeh*  
A. H. Zanganeh  
(Title) Chairman & Managing  
Director

Witness *Patricia Butler*  
Date 6-29-73

**BELL CONFIDENTIAL ONLY**

BELL HELICOPTER COMPANY

July 30, 1973

*File  
Iran - Dealer  
Commission*

**To:** Messrs. Bjeletich, Jankowski and Keglavits  
**Subject:** Dealer Commissions - Iran Program

In accordance with the recently negotiated agreement with our authorized dealer in Iran, The Air Taxi Company, Mehrabad Airport, Tehran, a total commission is to be paid as follows:

| <u>Due</u>    | <u>Amount</u> |
|---------------|---------------|
| June 29, 1973 | \$1,000,000   |
| July 1, 1974  | 1,000,000     |
| July 1, 1975  | 950,000       |

The above amounts, of course, assume continuation of the program. If the program is terminated or reduced, then an adjustment will be made to the above commissions. The above commission arrangement covers the entire Iranian transaction as now contemplated, which includes the present FMS contracts, additions that may be made thereto for spares, etc., the training program, the logistics program, the contemplated operation of Iran Helicopter Industry and the direct sale by Bell of spares, which is now in progress together with any additional sales of such spares. In other words, this commission agreement is all inclusive and covers the total commissions to be paid for the entire Iranian program as it is now known or foreseen. The accounting handling will be as follows: the \$1,000,000 commission paid in June, 1973 will be transferred from the suspense account to the Selling Expense and treated as a separate line item on our P&L as "Other Sales Expense." This commission will not be charged to the Foreign Selling Expense pool, since it is not allocable to FMS sales, and therefore must be treated as a separate item and excluded from the FSE pool. The two remaining commission payments will be treated as a separate P&L item when paid in the same manner. We should not set up any accrual accounts for these commissions, but simply pay them when they become payable and absorb them in our P&L as outlined above. We had already made a small commission payment on the direct spares sale, which has been in progress for several months, but then stopped any further payments. This memo is to advise that no further commissions will be due on subject contract spares because the above outlined commission understanding covers all commissions due on subject spares.

13:ELF:bjr:8300

E. L. Farmer,  
Vice President - Finance

**BELL CONFIDENTIAL ONLY**

## BELL HELICOPTER COMPANY

## INTER OFFICE MEMO

31 July 1973  
13-CST:bvn-882

TO: All Holders of Chart of Accounts  
SUBJECT: NEW ACCOUNT

Effective with the accounting month of July, the following new account is established:

|                |             |                         |
|----------------|-------------|-------------------------|
| <u>Textron</u> | <u>Bell</u> |                         |
| 70100          | 4505        | - Other Selling Expense |



C. S. Thayer - Manager  
General Accounting



**BELL  
HELICOPTER COMPANY**

POST OFFICE BOX 482 • FORT WORTH, TEXAS 76101

A **Textron** COMPANY

7 September 1973

LM:MDM:as-078

**Subject:** Contracts DAAJ01-73-C-0248 and DAAJ01-73-C-0300, Dealer's Agreement Amendment No. 3

**To:** Headquarters  
U. S. Army Aviation Systems Command  
P. O. Box 209  
St. Louis, MO 63166

**Attention:** AMSAV-PPPU/Mr. Joseph A. Murray

**Reference:** (a) BHC Letter LM:MDM:jc-268 dtd 9 May 1973

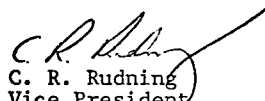
**Enclosure:** (1) Amendment No. 3 to Manufacturer's Foreign Representative Agreement

1. By reference (a) Bell provided to the Contracting Officers the various agreements Bell had entered into with our representative, Air Taxi Company, Teheran, Iran.

2. Subsequently, we concluded with Air Taxi the further negotiations contemplated in paragraph 2 of reference (a). Amendment No. 3 to the Air Taxi agreement reflects the results of those negotiations. In order that you may have a complete file on this matter, we are providing as enclosure (1) a copy of Amendment No. 3.

3. This amendment is provided to the Contracting Officer under the same conditions as the original agreement and amendments were provided, i.e. we request the data be handled in a confidential nature and not be reproduced.

BELL HELICOPTER COMPANY

  
C. R. Rudning  
Vice President  
Program Management



## MANUFACTURER'S FOREIGN REPRESENTATIVE AGREEMENT

## AMENDMENT NO. 3

This Amendment Number 3 to the Manufacturer's Foreign Representative Agreement made between Bell Helicopter Company, a Division of Textron, Inc. (hereinafter called Bell), and Air Taxi Company of Mehrabad Airport, Tehran, Iran (hereinafter called the Representative), is made for the purposes of: (1) amending and defining the rights and obligations of the parties under the Manufacturer's Foreign Representative Agreement made between Bell and the Representative on the 15th day of June 1970 by amending paragraph 4 thereof, and (2) superseding, replacing and cancelling Amendments No. 1 and 2 to the said agreement which were effective 1 April 1972 and 14 October 1972, respectively.

## WITNESSETH:

It is agreed between Bell and the Representative that this Amendment No. 3 shall cancel, supersede and replace Amendments No. 1 and 2 referred to above and, that this Amendment No. 3 is the sole and exclusive agreement between the parties applicable to the sale by Bell and the U. S. Government of Bell products and services to the Imperial Iranian Government. In all other respects; except for the changes to the agreement set forth below as paragraph B, the agreement of 15 June 1970 shall remain unchanged and in full force and effect.

Enclosure (1) to BHC Letter LM:MDM:as-078 dtd 7 September 1973  
Page 1 of 3

A. In recognition of all past services and expenses rendered and incurred by Representative to assist Bell under the agreement of 15 June 1970, and Amendments No. 1 and 2 thereof, and in consideration of the agreements evidenced by this Amendment No. 3, and particularly the provisions of paragraph C. hereof, Bell has paid and will pay the amounts specified below in accordance with the following schedule, and such amounts are agreed to constitute full payment for all amounts in any way due to Representative for all sales of supplies or services made by Bell or Bell Helicopter International, Inc., either directly or through the U.S. Government, prior to 29 June 1973, and Representative releases Bell from all such claims in any way arising.

|              |             |
|--------------|-------------|
| 29 June 1973 | \$1,000,000 |
| 1 July 1974  | \$1,000,000 |
| 1 July 1975  | \$ 950,000  |

B. The parties agree that paragraph 4, entitled Commissions Payable to the Representative, contained within the Representative Agreement is hereby amended to provide that Bell shall not pay any additional amounts or commissions on past or future sales of any product or service made directly by Bell, or through the U. S. Government, for use of the Armed Forces of Iran, nor sales to the Military Industrial Organization (MIO) or the Iran Helicopter Industries (IHI).

C. Air Taxi agrees, in consideration of the payments specified in paragraph A. to continue to provide assistance and support to Bell Helicopter Company and Bell Helicopter International in Iran, in performance of contracts executed prior to the effective date hereof, directly with Iran and through the U. S. Government for

Enclosure (1) to BHC Letter 1M:MDM:as-078 dtd 7 September 1973  
Page 2 of 3

-3-

supplies and services until all such contracts are completely performed.

D. In the event the present program, which calls for delivery of 489 helicopters to Iran by Bell Helicopter Company, is reduced for any reason, the compensation specified in paragraph A. will be reduced by \$3,000.00 for each helicopter less than 489 which is not delivered to Iran.

E. This amendment shall become effective on this 29 June 1973 and shall continue until terminated in accordance with Item 6, Term and Termination, of the basic Manufacturer's Foreign Representative Agreement dated 15 June 1970, and shall be attached to the agreement of 15 June 1970 as therein provided in paragraph 5(c).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 29 June 1973.

BELL HELICOPTER COMPANY  
Division of Textron, Inc.

By *C. R. Rudning*  
G. R. Rudning  
(Title) Vice-President  
Program Management

Witness *M. S. McCall*  
Date 1973 JUN 29

By *A. H. Zanganeh*  
A. H. Zanganeh  
(Title) Chairman & Managing  
Director

Witness *Patricia Butler*  
Date 6-29-73

Enclosure (1) to BHC Letter 1M:MDM:as-078 dtd 7 September 1973  
Page 3 of 3

~~752229~~ BELL HELICOPTER CO FTW TEXAS MSG 279 2/21/75 1030 PCST

951212575 ATXI IR

AIR TAXI COMPNAY

TEHAERAN IRAN

IRN 2

ATTN K IRANZAD

HAVE TELEX REQUEST FROM KHUZESTAN WATER AND POWER AUTHORITY  
IN AHMAZ STATING THEY INTEND PURCHASE TWO EACH FORU PASSENGER  
HELICOPTERS AND REQUESTING AIR MAIL QUOTATION. SUGGEST YOU  
CONTACT THEM AND DETERMINE CONFIGURATION REQUIRED. IF YOU  
WISH, WE WILL THEN QUOTE DIRECTLY FROM BHC FOR TWO EACH JET-  
RANGER OR LONGRANGER HELICOPTERS. PLEASE ADVISE.

BEST REGARDS

FITZSIMMONS

BELLCRAFT

END BS

☼

WUI SAFE USA

T

INTERNATIONAL MARKETING DEPARTMENT  
 FEB 21 1975

REF. No. \_\_\_\_\_  
 ASSIGNED: \_\_\_\_\_  
 SALES: *Enger*  
 ADMIN: \_\_\_\_\_  
 INTL. SVCS: \_\_\_\_\_  
 INFO COPY TO: \_\_\_\_\_  
 WIDE PRESENT: \_\_\_\_\_  
 SALES: \_\_\_\_\_  
 ADMIN: \_\_\_\_\_  
 INTL. SVCS: \_\_\_\_\_  
 ASSIGNED: \_\_\_\_\_  
 FRN 2 26

RECEIVED  
TWX

UII  
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 FWA065(1653)(1-168543G051)PD 02/20/75 1652  
 IC IPMIHA IISS  
 IISS FM RCA 20 1652  
 PM FTW TX  
 WUE5319 INU271  
 URNX HL IRTN 040  
 AHWAZ 40/37 20 1500  
 LT  
 BLL HELICOPETER CO  
 FORTWORTH TEX  
 WE INTEND PURCHASE OF TWO HELICOPTERS (FOR FOUR PASSENGERS  
 PLUS CREW) KINDLY AIRMAIL QUOTATION TOGETHER WITH CATALOGS  
 DESCRIPTIVE LITERATURES KHUZESTAN WATER AND POWER AUTHORITY,  
 POBOX 14, AHWAZ, <sup>Iran.</sup> THANKS SAB AHWAZIRAN "  
 COL 76101 14 5  
 NNN

*Khuzestan Water & Power Auth.  
 P.O. Box 14  
 Ahwaz, Iran*

*J. M. Sylvester*

WESTERN UNION

February 26, 1975

CABLE: KHUZESTAN WATER AND POWER AUTHORITY  
P. O. BOX 14  
AHWAZ, IRAN

ATTEN: ~~AHWAZIRAN~~ SAB

HAVE ARRANGED FOR BHC REPRESENTATIVE IN IRAN, AIR TAXI  
 COMPANY IN TEHERAN TO CONTACT YOU REGARDING YOUR HELICOPTER  
 REQUIREMENTS **stop** THEY WILL BE IN TOUCH WITHIN NEXT FEW  
 DAYS **stop**

#2734  
IRN 2

REGARDS  
 FITZSIMMONS  
 BELLCRAFT

*J. M.*

BELLHCPT FTW

IRAN

212575 ATXI IR

212575 ATXI IR

BELL HELICOPTER CO

JUNE 16/76

REF 602/76

|                                    |                                     |
|------------------------------------|-------------------------------------|
| INTERNATIONAL MARKETING DEPARTMENT |                                     |
| JUN 16 1976                        |                                     |
| REF. NO.                           |                                     |
| ASSIGNED:                          | <i>Car. R.E. Gf</i>                 |
| SALES                              |                                     |
| ADMIN.                             |                                     |
| EMPL. SYST.                        |                                     |
| PERSON. DEV.                       |                                     |
| INFO COPY TO:                      |                                     |
| VICE PRESIDENT                     | <input checked="" type="checkbox"/> |
| SALES                              |                                     |
| ADMIN.                             | <i>Rose</i>                         |
| EMPL. SYST.                        | <input checked="" type="checkbox"/> |
| PERSON. DEV.                       | <input checked="" type="checkbox"/> |
| WASHINGTON                         |                                     |

*Deals File R*

RECEIVED  
JUN 19 1976  
FEDERAL RESERVE BANK  
ST. LOUIS

SUBJECT: REORGANIZATION AIR TAXI CO.

WE ARE PLEASED TO INFORM YOU THAT WITH EFFECT FROM MAY 31 1976 THE FOLLOWING CHANGES ARE EFFECTED IN THE MANAGEMENT OF AIR TAXI CO. MR K. DADSETAN TAKES OVER AS MANAGING DIRECTOR OF THE COMPANY AFTER THE RESIGNATION OF CAPTAIN MH MONIRI AS MANAGING DIRECTOR WHO IS APPOINTED ADVISOR TO THE COMPANY. MR A. DJAHANBANI IS APPOINTED DEPUTY MANAGING DIRECTOR. CAPTAIN AYOOB KHAN IN ADDITION TO BEING MANAGER-OPERATIONS OF THE COMPANY IS ALSO APPOINTED COMMERCIAL MANAGER.

THE COMPANY TAKES THIS OPPORTUNITY TO ASSURE ALL OUR CLIENTS AND ASSOCIATES OF OUR CONTINUED AND BEST EFFORTS AS USUAL.

AIR TAXI COMPANY

212575 ATXI IR

Bell Helicopter ~~IRAN~~

Bell Helicopter Textron  
Division of Textron Inc.

Post Office Box 482  
Fort Worth, Texas 76101  
(817) 280-2011

IRANIAN AH-1J - 202 A/C - DAAJ01-73-C-0300 (2B)27 January 1978

|   |               |                      |
|---|---------------|----------------------|
| Original Proposal 26 February 1973  |               |                      |
| Total Target Cost   | \$120,484,879 |                      |
| Included Dealer's Commission  |               |                      |
| 202 A/C @ \$6,793   | \$ 1,372,186  |                      |
| Design  | 7,351         |                      |
| Tooling   | 10,570        |                      |
| Flight Tests  | 1,418         |                      |
| Power Plant Tests   | 1,399         |                      |
| Data  | 4,603         |                      |
| Total Dealer's Commission   |               | <u>\$1,397,527</u>   |
| Update Proposal 3 May 1973  |               |                      |
| Total Target Cost   | \$115,493,561 |                      |
| <u>Included Dealer's Commission</u>   |               | <u>\$1,339,680</u>   |
| Rev. Update Proposal 18 May 1973  |               |                      |
| Total Target Cost   | \$113,858,471 |                      |
| <u>Included Dealer's Commission</u>   |               |                      |
| <u>202 A/C @ \$1,000 each</u>   |               | <u>\$ 202,000</u>    |
| Negotiated Contract 18 June 1973  |               |                      |
| Total Target Cost   | \$105,000,000 |                      |
| <u>Included Dealer's Commission @</u>   |               | <u>\$ 202,000</u>    |
| <u>There was no profit on Commissions.</u>  |               |                      |
| The Dealer's Commission was subsequently denied by IRAN and Definitized Contract dated 28 June 1973 deleted the \$202,000 from the Negotiated Cost Value. |               |                      |
| Adjusted Target Cost per Definitized Contract was   |               | <u>\$104,798,000</u> |

**Bell Helicopter ~~TEXTRON~~**

Bell Helicopter Textron  
Division of Textron Inc.

Post Office Box 482  
Fort Worth, Texas 76101  
(817) 280-2011

IRANIAN 214A - 287 A/C - DAAJ01-73-C-0248

27 January 1978

|                                   |               |                    |
|-----------------------------------|---------------|--------------------|
| Original Proposal 30 March 1973   |               |                    |
| Total Target Cost                 | \$313,504,037 |                    |
| Included Commission @ 1% of Price |               | <u>\$3,630,837</u> |

|                                      |               |                   |
|--------------------------------------|---------------|-------------------|
| Update of 4 June 1973                |               |                   |
| Total Target Cost                    | \$292,608,539 |                   |
| Plus Commission of 287 A/C @ \$1,000 |               | <u>\$ 287,000</u> |

|  |               |                   |
|--|---------------|-------------------|
| Negotiated Contract 6 June 1973                              |               |                   |
| Total Target Cost  | \$275,287,000 |                   |
| Including Commission of<br>No profit on Dealer's Commission. |               | <u>\$ 287,000</u> |

|  |  |                      |
|--|--|----------------------|
| Dealer's Commission was subsequently denied by<br>IRAN and the Definitized Contract dated 28 June<br>1973 deleted the Commission. This resulted in<br>a Definitized Target Cost of |  | <u>\$275,000,000</u> |
|--|--|----------------------|

*Why - ?*



## Iran Sales - Cumulative

Bell Helicopter Textron, Bell Helicopter International  
Inc. and Bell Operations Corporation

|      | Bell<br>Helicopter<br>Textron | Bell<br>Helicopter<br>International | Bell<br>Operations<br>Corporation | Total                |
|------|-------------------------------|-------------------------------------|-----------------------------------|----------------------|
| 1973 | 57,765                        | 14,037,622                          |                                   | 14,095,387           |
| 1974 | 38,218,491                    | 48,119,927                          |                                   | 86,338,418           |
| 1975 | 181,353,128                   | 83,586,150                          |                                   | 264,939,278          |
| 1976 | 240,546,001                   | 106,687,370                         | 3,719,431                         | 350,952,802          |
| 1977 | 212,318,512                   | 155,155,292                         | 11,435,628                        | 378,909,432          |
|      | <u>672,493,897</u>            | <u>407,586,361</u>                  | <u>15,155,059</u>                 | <u>1,095,235,317</u> |

(817) 927-0808

**J. F. Atkins**  
President

**BELL Helicopter Company**  
F.W. Texas

Office → (817) 280-2800  
Home → (817) 923 8679

**JOHN E. GALLAGHER, JR.**  
REGIONAL MARKETING MANAGER

 **BELL HELICOPTER COMPANY**  
P. O. BOX 482 FORT WORTH, TEXAS 76101

(817) 280-2813

**DICK SPIVY**  
SALES ENGINEER, R&D

 **BELL HELICOPTER COMPANY**  
P. O. BOX 482 FORT WORTH, TEXAS 76101

13 Braybank, Bray,  
Maidenhead, Berks,  
England

Tel: Maidenhead 25897

تلفون: 25897 مايدنهد  
**CLIFFORD J. BIRCHETT** 30/8/72  
SERVICE REPRESENTATIVE-EUROPE, MID. EAST, N. AFRICA

Telex:

83204 CSE (A/C Services) Ltd, Oxford Airport, England  
24588 Bell Helicopter Co, 478 Ave Louise, 1050 Brussels, Belgium

**BELL HELICOPTER COMPANY**  
TEL 280-2011 AREA CODE 817  
P.O. BOX 482, FORT WORTH, TEXAS 76101

Some of BHC's Visitors

(817) 280-2682

**FRANK M. SYLVESTER**  
VICE PRESIDENT  
INTERNATIONAL MARKETING

 **BELL HELICOPTER COMPANY**  
P. O. BOX 482 FORT WORTH, TEXAS 76101

Home Brussels 532229

 **BELL HELICOPTER**

**CHRIS P.B. HORSLEY**  
SALES MANAGER  
EUROPE, N. AFRICA, MIDDLE EAST

AVENUE LOUISE 478  
1050 BRUSSELS

Tel.: 49.36.02  
Telex: 24.588

1100

HERE:  
 20, MAROONHALL ST.  
 AYPHRA - ATHENS, GREECE  
 TEL. 502-550

16-19 Dec. 69

OFFICE: 610 ATHENS  
 18-14 EAR. GERVAS. ST.  
 ATHENS, 157 GREECE  
 TEL. 559-021

WILLIAM W. WALLACE  
 FIELD SERVICE REPRESENTATIVE  
 EUROPE - AFRICA

**BELL HELICOPTER COMPANY**  
 SUITE 2-701 P.O. BOX 402 FORT WORTH, TEXAS 76101

16-19/Dec. '69

ROBERT L. RAMSEY  
 INTERNATIONAL MARKETING  
 WASHINGTON REPRESENTATIVE

**BELL HELICOPTER COMPANY**  
 SUITE 400 WASHINGTON, D. C. 20036  
 1000 CONNECTICUT AVE. N. W. 456-9181

16-19/Dec. 69. (017) 280-2808

RONALD E. E. TAYLOR  
 INTERNATIONAL AREA MANAGER

 **BELL HELICOPTER COMPANY**  
 P. O. BOX 402 FORT WORTH, TEXAS 76101

Home Tel. DALLAS  
WH-6-1349

J. H. (BUD) ORPEN  
EXPORT SALES MANAGER

 **BELL HELICOPTER COMPANY**  
BUTLER 2-711 P. O. BOX 482 FORT WORTH, TEXAS 76101  
AREA CODE 817  
EXT 4624

(817) 890-2117  
890-2199

DWAYNE K. JOSE  
VICE PRESIDENT  
COMMERCIAL MARKETING

 **BELL HELICOPTER COMPANY**  
P. O. BOX 482 FORT WORTH, TEXAS 76101

A. OGDEN PIERROT  
EXPORT DIRECTOR

**BELL Helicopter** COMPANY  
1800 CONNECTICUT NORTH WEST WASHINGTON, D. C.

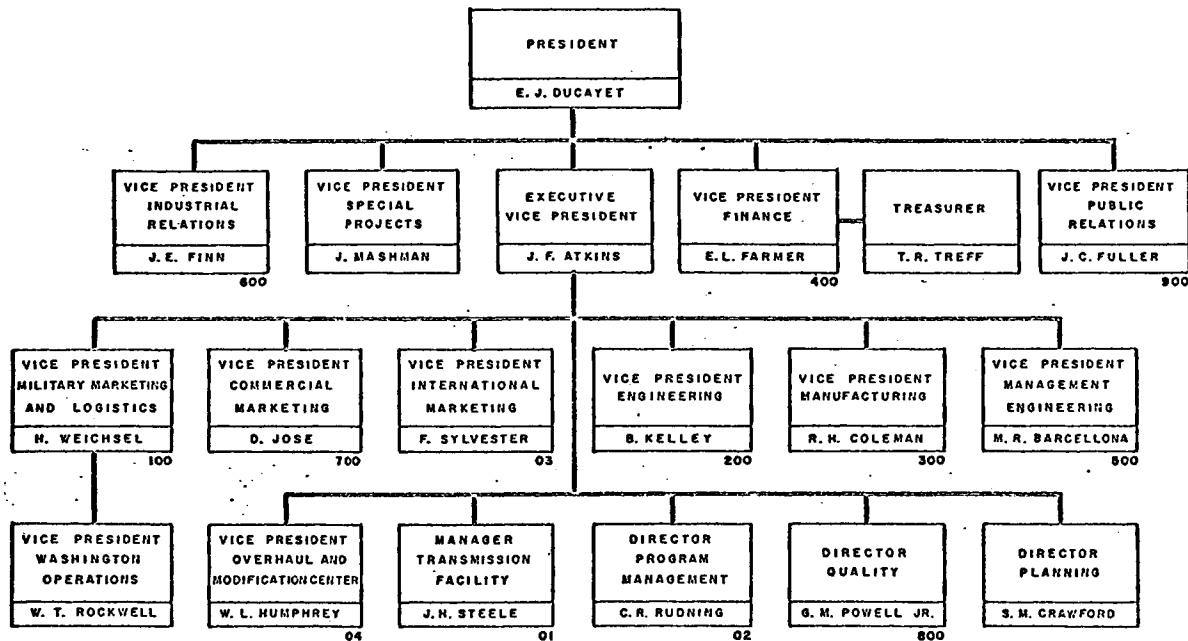
TELEPHONE 296-8240

(817) 890-2808

RONALD H. H. PAYTON  
INTERNATIONAL AREA MANAGER

 **BELL HELICOPTER COMPANY**  
P. O. BOX 482 FORT WORTH, TEXAS 76101

# "BHC" Organization Charts



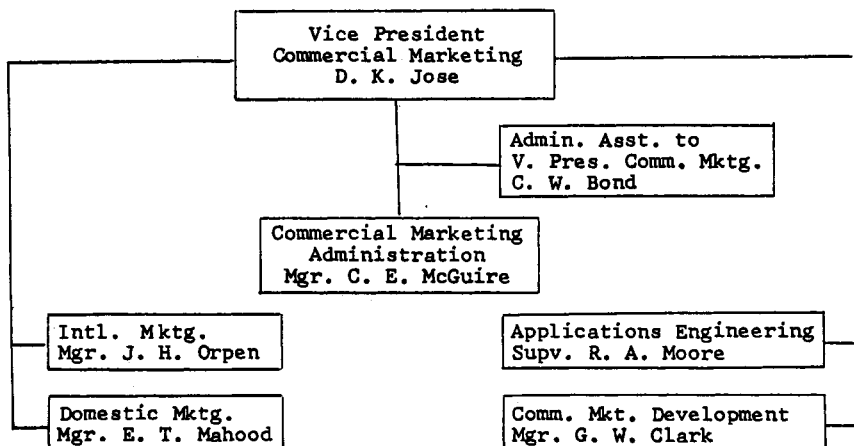


COMMERCIAL MARKETING ORGANIZATION AND FUNCTIONS

Address:

Bell Helicopter Company  
P. O. Box 482  
Fort Worth, Texas 76101

Cable - BELLCRAFT  
Telex - 758229  
Telephone- (817) 280-2011



Vice President Commercial Marketing - Dwayne K. Jose, Ext. 3156/2117. Has primary sales responsibility for all non-U.S. Department of Defense Sales, including sales to domestic commercial customers in the U.S. and Canada, and export military and commercial customers outside the U.S. This includes coordination of licensee programs.

Administrative Assistant to Vice President Commercial Marketing - C. W. Bond, Ext. 3156/2117.

UNITED STATES OF AMERICA  
Congress of the United States

To Citibank, N. A. (including the Paris Office)

**Greeting:**

Pursuant to lawful authority, YOU ARE HEREBY COMMANDED to mail registered mail, return receipt requested, to the ~~appear before the~~ ~~XXXXXXXXXXXXXXXXXXXX~~ Committee on Banking, Housing & Urban Affairs of the Senate of the United States, ~~on~~ forthwith ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ at their committee room, 5300 Dirksen Senate Office Building, Washington, D. C. ~~XXXXXXXXXXXX~~ all records (including copies of cancelled checks or wire transfers) ~~to be kept by you and your XXXXX records XXXXX and XXXXX XXXXX XXXXX~~ in the possession of Citibank, N. A. (including the Paris Office) ~~relating to the~~ relating to checking accounts of Air Taxi, Tehran, Iran, or Mr. A. H. Zanganeh during the period January 1, 1968 through December 31, 1975.

Hereof fail not, as you will answer your default under the pains and penalties in such cases made and provided.

To Mary Frances de la Pava  
to serve ~~and return~~ ~~XXXXXXXX~~ by registered mail, return receipt requested, upon First National Bank and Trust Company of Oklahoma City.

8th day of February, in the year of our Lord one thousand nine hundred and Seventy-Eight

Chairman, Committee on Banking, Housing and Urban Affairs  
Edward W. Burke  
Ranking Minority Member

UNITED STATES OF AMERICA  
Congress of the United States

To First National Bank and Trust Company of Oklahoma City,  
Oklahoma

Greeting:

Pursuant to lawful authority, YOU ARE HEREBY COMMANDED to mail registered mail, return receipt requested, to the ~~address before the~~ Committee on Banking, Housing and Urban Affairs of the Senate of the United States, ~~or forthwith~~ at their committee room, 5300 Dirksen Senate Office Building, Washington, D.C.

~~all records (including copies of cancelled checks or wire transfers) in the possession of First National Bank and Trust Company of Oklahoma City relating to checking accounts of Air Taxi, Tehran, Iran, or Mr. A.H. Zanganeh during the period January 1, 1968 through December 31, 1975.~~

Hereof fail not, as you will answer your default under the pains and penalties in such cases made and provided.

To Mary Frances de la Pava

to serve ~~and return~~ by registered mail, return receipt requested, upon First National Bank and Trust Company of Oklahoma City. Given under my hand, by order of the committee, this

8th day of February, in the year of our Lord one thousand nine hundred and Seventy-Eight

*Edward W. Brooke*

Chairman, Committee on Banking, Housing and Urban Affairs

*Edward W. Brooke*  
Ranking Minority Member