

identified in section 2002(a)(2)(A) with respect to Iran, I understand that the payment that I receive will be less than the full amount of compensatory damages awarded to me and that such payment will not include amounts necessary to pay post-judgment interest under 28 U.S.C. 1961. In that event, the relinquishment set forth above shall be null and void and, in lieu thereof, as required by section 2002(d)(5), I hereby relinquish (1) all rights and claims to punitive damages awarded in connection with the claim or claims I brought under 28 U.S.C. 1605(a)(7) and any related interest, costs, and attorneys fees, and (2) all rights to execute against or attach property that is at issue in claims against the United States before an international tribunal or that is the subject of awards by such tribunal.

"I understand that the relinquishment that I make in the event of any pro rata distribution is irrevocable once the payment is credited to the bank account I have identified in this application. I further agree and acknowledge that, pursuant to section 2002(c), once the payment is credited to the bank account I have identified in this application, and to the extent such payment is made under section 2002(b)(2)(B), the United States shall be subrogated and assigned, to the extent of such payment, to my rights as a judgment creditor, and to the rights, if any, of any other person or entity to whom payments are made (collectively "payees"), against the debtor foreign state. Such subrogation and assignment of payees' rights as judgment creditors is binding on their guardians, heirs, executors, administrators or assigns.

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (insert date)."

(B) "I, _____ (insert name of Applicant), elect to receive 100 percent of the amount awarded to me as compensatory damages, amounts necessary to pay post-judgment interest under 28 U.S.C. 1961, and, where applicable, amounts awarded as judicial sanctions on or in connection with the claim or claims I brought under 28 U.S.C. 1605(a)(7). By so electing, as required by section 2002 of the Victims of Trafficking and Violence Protection Act of 2000, P.L. No. 106-386 as amended by section 686 of the Foreign Relations Authorization Act, Fiscal Year 2003, Public Law No. 107-228, and as further amended by section 201 of the Terrorism Risk Insurance Act of 2002, Public Law No. 107-297 ("section 2002"), I relinquish (a) all claims and rights to compensatory damages and amounts awarded as judicial sanctions

under such judgments and any related interest, costs, and attorneys fees, and (b) all rights to execute against or attach property that is at issue in claims against the United States before an international tribunal, that is the subject of awards rendered by such tribunal, or that is subject to 28 U.S.C. 1610(f)(1)(A). In relinquishing these above-mentioned claims and rights, I recognize that I relinquish any rights to seek writs of attachment, execution, or garnishment, or any other form of post-judgment process directed against property that is at issue in claims against the United States before an international tribunal, that is the subject of awards rendered by such tribunal, or that is subject to 28 U.S.C. 1610(f)(1)(A) and intended to obtain partial or complete satisfaction of any amounts awarded in connection with the claim or claims under 28 U.S.C. 1605(a)(7) for which I am electing to receive payment.

"I understand that this relinquishment is irrevocable once the payment is credited to the bank account I have identified in this application. I further agree and acknowledge that, pursuant to section 2002(c), once the payment is credited to the bank account I have identified in this application, and to the extent such payment is made under section 2002(b)(2)(B), the United States shall be fully subrogated and assigned to all of my rights as a judgment creditor, and to the rights, if any, of any other person or entity to whom payments are made (collectively "payees"), against the debtor foreign state. Such subrogation and assignment of payees' rights as judgment creditors is binding on their guardians, heirs, executors, administrators or assigns.

"In the event that the Secretary of the Treasury determines that 90 percent of the amounts available to be paid under section 2002(b)(2) are inadequate to pay the total amount of compensatory damages awarded in judgments issued as of November 26, 2002, in cases identified in section 2002(a)(2)(A) with respect to Iran, I understand that the payment that I receive will be less than the full amount of compensatory damages awarded to me and that such payment will not include amounts necessary to pay post-judgment interest under 28 U.S.C. 1961. In that event, the relinquishment set forth above shall be null and void and, in lieu thereof, as required by section 2002(d)(5), I hereby relinquish (1) all rights and claims to punitive damages awarded in connection with the claim or claims I brought under 28 U.S.C. 1605(a)(7) and any related interest, costs, and attorneys fees, and (2) all rights to execute against or attach property that is at issue in

claims against the United States before an international tribunal or that is the subject of awards by such tribunal.

"I understand that the relinquishment that I make in the event of any pro rata distribution is irrevocable once the payment is credited to the bank account I have identified in this application. I further agree and acknowledge that, pursuant to section 2002(c), once the payment is credited to the bank account I have identified in this application, and to the extent such payment is made under section 2002(b)(2)(B), the United States shall be subrogated and assigned, to the extent of such payment, to my rights as a judgment creditor, and to the rights, if any, of any other person or entity to whom payments are made (collectively "payees"), against the debtor foreign state. Such subrogation and assignment of payees' rights as judgment creditors is binding on their guardians, heirs, executors, administrators or assigns.

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (insert date)."

(4) In addition, all Applicants shall submit the following declaration, which, pursuant to 28 U.S.C. 1746, must be signed by the applicant and, if the payee is different from the applicant, the payee.

"I/We & _____, (insert name of Applicant) and & _____ (insert name of payee, if different from Applicant) am/are entitled to the entire amount to be paid in this application. No other person, corporation, law firm, or other entity whatsoever either claims or is otherwise entitled to receive any portion of this payment from the United States of America. If any other person, corporation, law firm, or other entity (a "Third Party") is ever determined by a final judgment of a court of the United States to be entitled to all or part of the payment made to the Applicant and payee (as named above), we (the Applicant and payee) promise immediately to reimburse, with interest, the United States for whatever amount of money is paid by it to a Third Party, and agree further to indemnify and hold harmless the United States for any such claims for payment asserted by a Third Party against the United States.

"I/we declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (insert date)."

Part 4. Sources of Funds for Payment

Section 2002 specifies the sources and amount of funds available for the payments authorized by that section.