

(b) I was the Recording Secretary of Local 732;

(c) I currently hold no elected or appointed office or position of any kind, paid or unpaid, in the IBT or any of its affiliated entities including any locals, superior bodies, conferences, councils, pension, health, welfare or severance plans or other such entities (collectively "IBT Entities").

4. I represent that on July 31, 1992 I resigned from the IBT and from all my positions with Local 732, and all IBT Entities. Effective upon the date this agreement is approved by the Independent Administrator ("the effective date"), I agree never to hold membership in Local 732. From the effective date of this agreement forward, I further agree never to hold any position with Local 732, any positions mentioned in paragraphs 3(a)-(c) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 732 or any other IBT Entity.

5. From the effective date of this agreement forward, Local 732 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, allowance, fee or compensation of any kind, except that I may receive my fully vested pension benefits and any other lawfully accrued benefits.

6. From the effective date of this agreement forward, Local 732 and any other IBT Entities shall not make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund. I will receive no gratuities or gifts of any kind whatsoever from Local 732 or IBT Entities in excess of \$100.

7. From the effective date of this agreement forward, I shall not participate in any manner in any of the activities or affairs of Local 732 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 732 and IBT Entities.

8. This agreement is permanent.

9. I have entered this agreement on the understanding that the Investigations Officer agrees he will not pursue the charges.

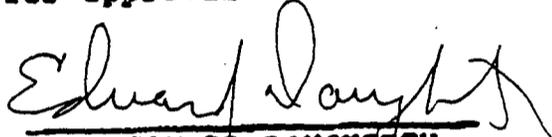
10. I understand the Investigations Officer's agreement is limited to the charges described above and attached as Exhibit A, and he expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 732 arising out of the allegations contained in the charges or any other investigations.

11. I agree that this agreement will be submitted to the Independent Administrator for his review and approval;. If approved by the Independent Administrator, I understand he will submit it to the United States District Court for the Southern District of New York for that court to approve and, if approved, to enter as a court order.

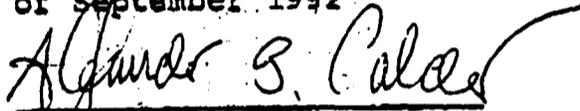
12. I understand that the Investigations Officer makes no representation as to the determination of the Independent Administrator or court with respect to this agreement.

13. I make this agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

14. I have authorized my attorney to transmit this agreement, signed by me, to the Investigations Officer. When it is signed by the Investigations Officer, he will submit it to the Independent Administrator for approval.


EDWARD DOUGHERTY

Sworn to me this 15th day
of September 1992


Notary Public
ALEXANDER B. CALDER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-5572350
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES MARCH 31, 1994

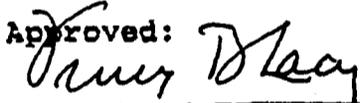
Witnessed: 
ROLAND P. WILDER, JR.
Attorney for Respondent

Agreed:


CHARLES M. CARBERRY
Investigations Officer

Dated: 9/15/92

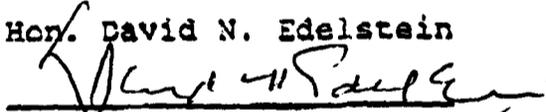
Approved:


FREDERICK B. LACEY
Independent Administrator

Dated: 9/22/92

So Ordered:

Hon. David N. Edelstein


U.S.D.J.

Dated: October 6, 1992

9184C

Dated: New York, New York
September 15, 1992

Very truly yours,

Charles M. Carberry

Charles M. Carberry
Investigations Officer

cc.: Frederick B. Lacey, Esq.

9180C