

IBT Local Union 707;

(b) I was a member of the Executive Board of Local 707, and held the office of Vice President of Local 707, and was employed as a Business Agent by Local 707;

(c) On August 14, 1989 I withdrew and retired as a member of the IBT and Local 707 and from my offices and employment in Local 707.

(d) I currently hold no other elected or appointed offices or memberships of any kind, paid or unpaid, in the IBT or any of its affiliated entities including Local 707 or with any pension, health and welfare or other benefit funds or other such entities affiliated with the IBT (collectively "IBT Entities");

(e) I currently receive no salary, allowances, or remuneration of any kind from Local 707 or any other IBT entity, except vested, prepaid pension and health and welfare benefits, all derived from contributions made on my behalf prior to August 14, 1989.

(f) No contributions of any kind are currently made on my behalf or for my benefit by any IBT-affiliated entity to any pension, health and welfare or other benefit funds or plans.

(g) From the date of this agreement forward, I will not hold, seek or accept election or appointment to any membership or office, paid or unpaid, in the IBT or any other IBT Entities; nor will I hold, seek or accept any employment, consulting or other similar relationship of any kind with the IBT or any other IBT Entities nor will I accept money, contributions,

gratuities or any thing of value from any IBT entity, except my right to receive the fully vested, prepaid pension and health and welfare benefits described in Paragraph 3(e) above.

(h) From the date of this agreement forward, I shall not attend or participate in any manner in any of the the activities or affairs of the IBT, Local 707 or any other IBT entity, including but not limited to meetings, discussions, negotiations, consultations, votes, grievances, arbitrations or any other business or activity of the union. I shall not enter or call the offices of Local 707 or any other IBT entity. I shall not discuss union business or affairs with any member, officer, business agent or employee of Local 707 or any other IBT entity. I shall refrain from any other direct or indirect involvement in the internal affairs of Local 707 or any other IBT entity. In the event I am employed by an employer of IBT members, I shall not by virtue of that employment have any direct or indirect involvement in the internal affairs of Local 707 or any other IBT entity, including but not limited to the negotiation of contracts.

(i) In the event the administrative needs of my vested pension or health and welfare benefits require me to contact the union or union members working for the benefit plans, I may do so solely (i) in writing; or (ii) by telephone call to the appropriate clerical personnel employed by the pension or health and welfare fund. This paragraph shall in no way be construed to limit or waive in any manner the restrictions I have agreed to in this agreement.

(j) This agreement is permanent.

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

5. I understand the Investigations Officer's agreement is limited to the charges annexed as Exhibit A and he expressly reserves the right to pursue charges against any other officer or entity of the IBT or Local 707, arising out of the allegations contained in the charges or any other investigations.


6. I agree 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 review and approval and, if approved by the court, to be entered as an order.

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

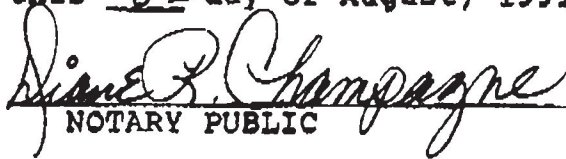
8. I make this agreement after consultation with my attorney and I fully understand its terms.

ee *ref*


9. 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.


NICHOLAS GRANCIO

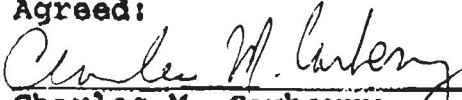
Sworn to before me
this 8th day of August, 1991


NOTARY PUBLIC

DIANE R. CHAMPAGNE
Notary Public, State of New York
N.Y.S. Reg. # 4712711
Commission Expires August 31, 1992

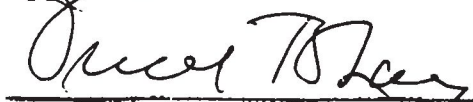

Gary Greenwald, Esq.
Attorney for Nicholas Grancio

Agreed:


Charles M. Carberry
Investigations Officer

August 7, 1991

Approved:


Frederick B. Lacey
Independent Administrator

August 13, 1991

SO ORDERED:

David N. Edelstein
United States District Judge

August , 1991



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INVESTIGATIONS OFFICER,

Claimant,

-against-

CHARGE

NICHOLAS GRANCIO,
Local 707,
c/o 1756 E. 23rd Street
Brooklyn, New York 11229

Respondent.

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SIR:

You are hereby advised that the Investigations Officer has charged you with the violations listed below in accordance with the powers granted to him pursuant to Section F. (COURT APPOINTED OFFICERS), Paragraph 12(A) of the order entered in United States v. International Brotherhood of Teamsters, et al., 88 Civ. 4486 (DNE) on March 14, 1989 (the "Consent Order"). A copy of that order is enclosed.

The time and place of the hearing of this matter will be set by the Independent Administrator, Frederick B. Lacey, and he will notify you accordingly.

You are charged as follows:

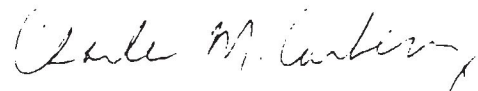
Charge

You are charged with acting in a manner to bring reproach upon the union, violating your fiduciary duties as a union officer, violating your oath and interfering with Local 707's and the IBT's legal obligations under the Consent Order, in violation of Article II, section 2(a) and Article XIX, sections 6(b) (1), (2) and (5) of the IBT Constitution.

TO WIT, while an officer of Local 707 until August 1989 and thereafter while a retired member of the local holding a withdrawal card, you have been a member of La Cosa Nostra.

Dated: New York, New York
June 17, 1991

Very truly yours,



Charles M. Carberry
Investigations Officer
599 Lexington Avenue
30th Floor
New York, New York 10022
(212) 326-3920

Enclosure

cc: Frederick B. Lacey, Esq.
James T. Grady, Esq.
Edward T. Ferguson, Esq.