

welfare funds or other such entities (collectively "IBT Entities");

(d) I shall resign, effective the date this Agreement is approved by the Independent Administrator (the "effective date"), as a Trustee with Local 27 and as a shop steward of Local 27. I may continue to be a member of the IBT;

(e) From the effective date of this Agreement forward, I shall not hold, seek, or accept election or appointment to any position or office, including any Local 27 Executive Board position, paid or unpaid, with Local 27 or any other IBT Entities; nor will I hold, seek, or accept election, appointment or employment as a shop steward, on-site steward, working foreman or any similar position with Local 27 or any other IBT Entities. From the effective date of this Agreement forward, I shall not hold, seek or accept any employment or position as a consultant, paid or unpaid, with Local 27 or any other IBT Entities;

(f) From the effective date of this Agreement forward, I shall receive no salary, allowances, gratuities, accrual of pension benefits or any other remuneration or compensation of any kind paid by or from Local 27 or any other IBT Entities. I represent that I am currently owed no payment, benefit or compensation of any kind from Local 27.

4. I have entered into this Agreement on the understanding that the Investigations Officer will not pursue the attached Charges against me.

5. I understand that the Investigations Officer's Agreement is limited to the Charges annexed as Exhibit A and that he expressly reserves the right to pursue any other charges against me which result from any investigation. Further, the Investigations Officer expressly reserves the right to pursue charges against any other officer or entity of the IBT or Local 27 arising out of the allegations contained in the Charges or as a result of any other investigations.

6. This agreement is permanent.

7. I agree this Agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, I agree he will submit it to the United States District Court for the Southern District of New York for review and approval and, if approved, to be entered as an order.

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

9. I make this Agreement freely, under no duress or coercion of any kind, and after consultation with my attorney. I fully understand the terms of this Agreement.

10. This Agreement is not effective until it has been signed below by the Investigations Officer and the Independent Administrator.

John Congemi
JOHN CONGEMI

Sworn to before me this the
21 day of May, 1992

Feliciano Alford
Notary Public

FELICIANO ALFORD, JR.
Notary Public
New York
County of Westchester
Commission Expires 02/27/92

Agreed:
June 8, 1992

Approved:
_____, 1992

John Nicholas Iannuzzi, Esq.
Attorney for John Congemi

Charles M. Carberry
Charles M. Carberry
Investigations Officer

Frederick B. Lacey
Frederick B. Lacey
Independent Administrator

SO ORDERED:

6/18, 1992
New York, New York

Walter Eidelstein
U.S.D.J.