DELMART VREELAND AGREEMENT

Delmart Vreeland having participated in interviews with representatives of the St. Clair Shores Police Department and the Michigan State Police and successfully completed polygraph examinations; both acts being done without benefit of promises for leniency in charges or sentencing, the undersigned agree as follows:

1. That Delmart Vreeland will plead guilty to the Crime of Conspiracy to Commit Arson regarding the burning of Moore's Blind Fish Restaurant, which is a felony punishable by up to ten years in prison; that no agreements are made as to what the sentence should be as to that charge.

2. That upon sentencing for the crime listed in paragraph one the Crimes of Solicitation and Aiding and Abetting the Arson will be dismissed against Delmart Vreeland and no other charges of any kind will be brought in Macomb County against Delmart Vreeland for his role in Conspiracy to Burn Property on behalf of or in agreement with Moore and/or Tocco and/or John.

3. That Delmart Vreeland will continue to provide truthful and complete interviews and testimony (whether in depositions, hearings, before grand juries and/or trial courts) concerning his knowledge of criminal activity, including but not limited to his knowledge of the efforts to burn the restaurant known as The Blind Fish, as requested by law enforcement agencies, including, but not limited to, the St. Clair Shores Police Department, Macomb County Prosecutor's Office, and the Michigan State Police, as noticed and arranged at reasonable times through the Michigan State Police.
4. That Delmart Vreeland will take and successfully pass law enforcement administered polygraph examinations as requested, which will be the sole basis upon which to determine whether Delmart Vreeland is being truthful for purposes of satisfying this agreement.

5. That any and all statements made by Delmart Vreeland to law enforcement officials may be used against him in a court of law.

6. That Delmart Vreeland will violate no criminal laws while this agreement is in force and effect.

7. That this agreement will remain in effect so long as Delmart Vreeland continues to serve any sentence(s) after his sentencing for his role in the crime to which he had pled guilty as noted in paragraph one.

8. That Delmart Vreeland at the option of the Macomb Prosecutor's Office, will not and chooses not to be sentenced until he has testified in any prosecutions against Co-defendant's or within two years after he has plead guilty, whichever comes sooner.

9. That the benefits to Delmart Vreeland as recited herein are not contingent on the event(s) of successful prosecutions against Robert Moore, Steve Tocco, John Boyle or others, but only upon Delmart Vreeland interviewing and testifying completely and truthfully regarding his knowledge of events.

10. That the law enforcement agencies referenced herein and parties hereto will inform any courts, as requested by those courts and/or Delmart Vreeland, of the full extent of Delmart Vreeland's cooperation or failure to cooperate as agreed upon here.
11. That law enforcement agencies referenced herein will make all best efforts to sponsor Delmart Vreeland as a candidate for the Federal Witness Protection Program should he request such consideration whether incarcerated or not.

12. That the failure of Delmart Vreeland to satisfy each term of this agreement may result in full prosecution for the crimes originally charged as well as for other crimes including perjury.

12-17-97

Delmart Vreeland

Having read and understood this entire document, and having initialed each numbered paragraph.

Delmart Vreeland

12/17/97

Mary A. James
Mary A. James, Attorney for Delmart Vreeland

MAHONEY, P. & Co.

12-17-97

Dale Bowering, St. Clair Shores Police Dept.

12/17/97

Donald Worden, Michigan State Police

12-17-97

Eric J. Kaiser
Chief Trial Attorney
Macomb County Pros. Ofc.