

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,
Plaintiff,

v.

SIGNATURE FLIGHT SUPPORT
CORPORATION,

RANGER AEROSPACE
CORPORATION, *and*

AIRCRAFT SERVICE
INTERNATIONAL GROUP, INC.
Defendants.

Civil Action No. 01 CV 1365

Filed: June 20, 2001

HOLD SEPARATE STIPULATION AND ORDER

It is hereby STIPULATED by and between the undersigned parties, subject to approval and entry by the Court, that:

**I.
DEFINITIONS**

As used in this Hold Separate Stipulation and Order:

A. "Signature" means defendant Signature Flight Support Corporation, a Delaware corporation with a principal place of business in Orlando, Florida, its successors and assigns, and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

B. "Ranger" means Ranger Aerospace Corporation, a Delaware corporation headquartered in Greenville, South Carolina, and its successors and assigns, its parents,

subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees. One of Ranger's wholly owned subsidiaries, Aircraft Service Group International, Inc. ("ASIG"), a Delaware corporation headquartered in Dania, Florida, operates the Assets to be Divested as defined in Section I(F).

C. "MCO Airport" means Orlando International Airport, located in the Orlando, Florida metropolitan area.

D. "FBO Services" means any or all services related to providing fixed base operator services to general aviation customers at MCO Airport, including, but not limited to, selling fuel, leasing hangar, ramp, and office space, providing flight support services, performing maintenance, providing access to terminal facilities, or arranging for ancillary services such as rental cars or hotels, but does not include assets related to the commercial jet fueling business at MCO Airport of any of the defendants.

E. "FBO Facility" means any and all tangible and intangible assets that comprise the business of providing FBO Services, including, but not limited to, all personal property, inventory, office furniture, materials, supplies, terminal space, hangars, ramps, general aviation fuel tank farms for jet aviation fuel and aviation gas, and related fueling and maintenance equipment, and other tangible property and all assets used exclusively in connection with the business of providing FBO Services; all licenses, permits, and authorizations issued by any governmental organization relating to the business of providing FBO Services subject to licensor's approval or consent; all contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings relating to the business of providing FBO Services, including supply agreements;

all customer lists, contracts, accounts, and credit records; all repair and performance records and all other records relating to the business of providing FBO Services; all intangible assets used in the development, production, servicing, and sale of FBO Services, including, but not limited to, all licenses and sublicenses, technical information, computer software and related documentation, know-how, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, and safety procedures for the handling of materials and substances.

F. The “Assets to be Divested” means all rights, titles and interests, including all fee, leasehold and real property rights, in the existing FBO Facility that Signature will acquire from ASIG at MCO Airport as described in the Final Judgment.

II.

OBJECTIVES

The Final Judgment filed in this case is meant to ensure defendants’ prompt divestiture and sale of the Assets to be Divested for the purpose of maintaining a viable competitor in the provision of FBO Services at MCO Airport. These actions will remedy the effects that the United States alleges would otherwise result from Signature’s proposed acquisition of Ranger.

This Hold Separate Stipulation and Order ensures that, prior to such divestiture, the Assets to be Divested remain an independent, economically viable, ongoing business concern, and that competition is maintained during the pendency of the divestiture.

III.
JURISDICTION AND VENUE

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia.

IV.
COMPLIANCE WITH AND ENTRY OF FINAL JUDGMENT

A. The parties stipulate that a Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (15 U.S.C. § 16), and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on defendants and by filing that notice with the Court.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment pending entry of the Final Judgment, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Stipulation by the parties, comply with all the terms and provisions of the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

C. Defendants shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Hold Separate Stipulation and Order.

D. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event the United States withdraws its consent, as provided in Section IV(A) above, or in the event the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestitures ordered in the proposed Final Judgment can and will be made, and that defendants will later raise no claim of mistake, hardship, or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V.
HOLD SEPARATE PROVISIONS

Until the divestiture required by the Final Judgment has been accomplished:

A. Defendants shall preserve, maintain, and continue to operate the Assets to be Divested as an independent, ongoing, economically viable competitive business with management, sales, services, and operations held entirely separate, distinct and apart from those of Signature. Signature shall not coordinate its marketing or sale of services with the business of the Assets to be Divested. Within twenty (20) days after the entry of the Hold Separate Stipulation and Order,

Signature will inform the United States of the steps taken to comply with the Hold Separate Stipulation and Order.

B. Signature shall take all steps necessary to ensure that the Assets to be Divested will be maintained and operated as an independent, ongoing, economically viable and active competitor in the sale of FBO Services at MCO Airport; that the management governing the Assets to be Divested will not be influenced by Signature; and that the books, records, competitively sensitive sales, marketing and pricing information, and decision-making associated with the Assets to be Divested will be kept separate and apart from the operations of Signature.

C. Defendants shall use all reasonable efforts to maintain FBO services at the Assets to be Divested, and shall maintain, promotional, advertising, sales, technical assistance, marketing and merchandising support for the Assets to be Divested at current or previously approved levels, whichever are higher.

D. Signature shall provide sufficient working capital and lines and sources of credit to continue to maintain the Assets to be Divested as economically viable and competitive ongoing businesses, consistent with the requirements of Sections V(A) and V(B).

E. Signature shall take all steps necessary to ensure that the Assets to be Divested are fully maintained and are in operable condition at no lower than current service capabilities, and shall maintain and adhere to normal repair and maintenance schedules for the Assets to be Divested.

F. Defendants shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge or otherwise dispose of any of the Assets to be Divested.

G. Defendants shall maintain, in accordance with sound accounting principles, separate, accurate and complete financial ledgers, books and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of the Assets to be Divested.

H. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Assets to be Divested.

I. Defendants' employees with primary responsibility for the operation, sales, and services of the Assets to be Divested shall not be transferred or reassigned to other areas within the company except for transfer bids initiated by employees pursuant to defendants' regular, established job-posting policy. Defendants shall provide the United States with ten (10) calendar days notice of such transfer.

J. Defendants shall appoint a person or persons to oversee the Assets to be Divested, and who will be responsible for defendants' compliance with this section. This person shall have complete managerial responsibility for the Assets to be Divested, subject to the provisions of this Final Judgment. In the event such person is unable to perform his duties, defendants shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should defendants fail to appoint a replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

K. Defendants shall take no action that would interfere with the ability of any trustee appointed pursuant to the Final Judgment to complete the divestiture pursuant to the Final Judgment to a buyer acceptable to the United States.

L. This Hold Separate Stipulation and Order shall remain in effect until consummation of the divestiture required by the proposed Final Judgment or until further order of the Court.

Respectfully submitted,

FOR PLAINTIFF UNITED STATES
OF AMERICA:

“/s/”
Salvatore Massa
Wisconsin Bar No. 1029907
Douglas Rathbun
Attorneys
U.S. Department of Justice
Antitrust Division
Transportation, Energy, and
Agriculture Section
325 Seventh Street, N.W., Suite 500
Washington, D.C. 20530
(202) 307-6351

FOR DEFENDANT SIGNATURE
FLIGHT SUPPORT CORPORATION:

By: _____
“/s/”
Margaret Pfeiffer
Sullivan & Cromwell
1701 Pennsylvania Ave., N.W.
Washington, DC 20006
(202) 956-7540

FOR DEFENDANTS RANGER
AEROSPACE CORPORATION and
AIRCRAFT SERVICE INTERNATIONAL
GROUP, INC.

By: _____
“/s/”
Mark Kovner
Kirkland & Ellis
655 Fifteenth Street, N.W.
Washington, DC 20005
(202) 879-5129

SO ORDERED:

United States District Judge

Dated: _____