

U.S. DISTRICT COURT
FOR THE DISTRICT OF MAINE
FILED

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

BY: *[Signature]* cc: mailed
to Counsel
DEPUTY CLERK

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
FLEET/NORSTAR FINANCIAL GROUP, INC.,)
)
Defendant.)

Civil Docket No.

91-0221-P

Entered: November 27, 1991

FINAL JUDGMENT

WHEREAS, Plaintiff, United States of America, having filed its Complaint herein on July 5, 1991, and plaintiff and defendant, by their respective attorneys, having consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein and without this Final Judgment constituting any evidence against or an admission by any party with respect to any such issue;

AND WHEREAS, defendant has agreed to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, prompt and certain divestiture of bank branches is the essence of this agreement, and defendant has represented to plaintiff that the defendant believes the divestitures required herein can and will be made and that defendant will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained herein;

[Handwritten initials]

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I.

JURISDICTION

This Court has jurisdiction over the subject matter of this action and over each of the parties hereto. The Complaint states a claim upon which relief may be granted against defendant under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II.

DEFINITIONS

As used in this Final Judgment:

A. "Agreement" means the Agreement for the purchase of certain of the assets and assumption of certain of the liabilities by Fleet from the Federal Deposit Insurance Corporation for New Maine National Bank.

B. "Bangor Savings Bank" means Bangor Savings Bank, its successors and assigns, its parents, subsidiaries, affiliates, directors, officers, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it.

C. "Business banking services" means banking services offered to business customers which include at least:

1. "transaction account deposits," i.e., money deposited with a depository institution either at an agreed upon interest rate or at no interest, withdrawable in practice upon demand and upon which third-party drafts may be drawn by the depositor, including checking accounts and NOW accounts; and
2. "commercial loans," i.e., secured or unsecured loans to businesses, excluding commercial mortgages.

Business banking services may also include additional services such as cash and coin, lockbox, cash management, and business expertise and advice offered to business customers. Business banking services excludes services offered only to individual consumers.

D. "Branch assets" means personal property; cash on hand; the branch loan portfolio; all safe deposit boxes at the branches, exclusive of contents; all prepaid expenses, including security deposits of the branches, determined in accordance with generally accepted accounting principles, as of the closing date; all rights of defendant to all contracts relating to the branch; all records and original documents in defendant's possession pertaining to the leasehold, the personal property, the branch loans, the mortgage loans and the nondeposit liabilities; any leasehold; any real estate, buildings, structures, drive-in teller facilities, ATMs, fixtures and improvements thereon which are owned and used by defendant as premises for the branches; and any other assets

required for the branch to compete effectively in offering business banking services. Branch assets does not include those assets that at the request of the purchaser are excluded from a branch sale, such as classified loans, signs, and computer equipment not useful to a purchaser.

E. "Branch deposits" means liabilities allocated to a branch that constitute the unpaid balance of money or its equivalent received or held by the branch in the usual course of business and for which the branch has given or is obligated to give credit, either conditionally or unconditionally, to a commercial, checking, savings, time, or thrift account, or which is evidenced by its certificate of deposit, or a check or draft drawn against a deposit account and certified by the branch.

F. "Casco Northern Bank" means Casco Northern Bank, N.A., its successors and assigns, its parents, subsidiaries, affiliates, directors, officers, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it.

G. "Commercial mortgages" means loans secured by real estate as evidenced by mortgages or other liens on business and industrial properties.

H. "Defendant" or "Fleet" means Fleet/Norstar.

I. "Fleet/Norstar" means the defendant Fleet/Norstar Financial Group, Inc., its successors and assigns, its subsidiaries, affiliates, directors, officers, managers, agents, and employees, any other persons under its direct or indirect

control, and any other person acting for or on behalf of it.

Fleet/Norstar shall include Fleet Bank of Maine and NMNB and any of its assets after such time, if any, as Fleet acquires NMNB.

J. "Fleet Presque Isle" means the Fleet office located at 373 Main Street, Presque Isle, Maine in the Presque Isle-Caribou market.

K. "Fleet Stillwater" means the Fleet office located at the Bangor Mall, 663 Stillwater Avenue, Bangor, Maine in the Bangor market.

L. "Key Bank" means Key Bank, its successors and assigns, its subsidiaries, affiliates, directors, officers, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it.

M. "MSB" means Maine Savings Bank, its successors and assigns, its subsidiaries, affiliates, directors, officers, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it.

N. "NMNB" means the New Maine National Bank, an FDIC bridge bank, its successors and assigns, its subsidiaries, affiliates, directors, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it pursuant to the Agreement.

O. "NMNB Merchants Plaza" means the NMNB office located at One Merchants Plaza, Bangor, Maine in the Bangor market. NMNB

Merchants Plaza does not include the trust officers or fiduciary documents or related trust materials currently at that location.

P. "NMNB Orono" means the NMNB office located at 69 Main Street, Orono, Maine in the Bangor market.

Q. "NMNB Pittsfield" means the NMNB office located at 27 Main Street, Pittsfield, Maine in the Pittsfield market.

R. "NMNB Union" means the NMNB office located at 599 Union Street, Bangor, Maine in the Bangor market.

S. "Peoples Heritage Savings Bank" means Peoples Heritage Savings Bank, its successors and assigns, its subsidiaries, affiliates, directors, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it.

T. "Relevant geographic market" means any or all of the following geographic areas:

- (a) the "Bangor market" means the Bangor MSA plus the Penobscot County townships of Alton, Amherst, Argyle, Bradford, Bradley, Carmel, Charlestown, Clifton, Corinth/East Corinth, Dixmont, Etna, Greenbush, Greenfield, Hudson, LaGrange, Levant, Milford, Newburgh, and Stetson; the Hancock County townships of Bucksport, Castine, Dedham, Orland, Otis and Verons; the Waldo County townships of Frankfort, Prospect and Stockton Springs; and unorganized townships T1N.D. and T32M.D. in the State of Maine;

(b) the "Pittsfield market" means the Waldo County township of Burnham; the Somerset County townships of Cambridge, Detroit, Harmony, Hartland, Palmyra, Pittsfield, Ripley and St. Albans; the Penobscot County townships of Corinna, Dexter, Exeter, Garland, Newport and Plymouth; and the Piscataquis County township of Wellington in the State of Maine; and

(c) the "Presque Isle-Caribou market" means the Aroostook County townships of Ashland, Blaine, Bridgewater, Caribou, Castle Hill, Caswell, Chapman, Connor, Cox, Patent, Easton, Fort Fairfield, Garfield, Limestone/Loring AFB, Mapleton, Mars Hill, Masardis, Nashville, New Sweden, Oxbow, Perham, Portage Lake, Presque Isle, Squapan, Stockholm, Wade, Washburn, Westfield, Westmanland and Woodland, plus unorganized townships T14R-5, T13R-5, T9R-5, T9R-4, T9R-3, T11R-4, T10R-6, T10R-3, TDR-2 and TEP1 in the State of Maine.

U. "Skowhegan Savings Bank" means Skowhegan Savings Bank, its successors and assigns, its subsidiaries, affiliates, directors, officers, managers, agents, and employees, any other persons under its direct or indirect control, and any other person acting for or on behalf of it.

III.

APPLICABILITY

A. The provisions of this Final Judgment shall apply to the defendant, to its successors and assigns, to its subsidiaries, affiliates, directors, officers, managers, agents, and employees, and to all other persons in active concert or participation with any of them who shall have received actual notice of this Final Judgment by personal service or otherwise.

B. Defendant shall require, as a condition of the sale or other disposition of all or substantially all of its assets or stock, that the acquiring party agree to be bound by the provisions of this Final Judgment.

C. Nothing herein shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party, and nothing herein shall be construed to provide any rights to any third party.

IV.

DIVESTITURE OF BRANCHES

A. Defendant is hereby ordered and directed to divest to a qualified purchaser(s), within six (6) months of the date of filing of this Final Judgment, all of their direct and indirect ownership and control in the branch assets and deposits identified below. The purchaser(s) shall be independent of defendant; shall be federally insured financial institution(s) that offer business customers, at a minimum, transaction account deposits and

commercial loans; shall deliver promptly to plaintiff following the execution of a binding contract(s), an affidavit from an authorized officer stating a present intention that the branch(es) purchased will offer business banking services in the geographic area currently served by the branch(es); and shall be subject to approval by plaintiff. The obligation to divest shall be satisfied if, within six (6) months of the date of filing of this Final Judgment, defendant enters into a binding contract(s) with qualified purchasers for the sale of the branch assets and deposits at each location listed below to a purchaser(s) according to terms approved by plaintiff that are contingent upon compliance with the terms of this Final Judgment and that specify a prompt and reasonable closing date no later than ten (10) business days after compliance with all federal or state bank regulatory requirements and if the sale is completed pursuant to the contract(s). In the event that any proposed divestiture is denied approval by the Board of Governors of the Federal Reserve System or any other federal or state bank regulatory agency, the time period specified herein in which defendant must complete the sale of the Section IV.B. branch locations will expire on the six (6) month anniversary date of the filing of this Final Judgment, unless plaintiff under Section IV.C grants additional time.

B. Defendant is hereby ordered and directed to divest:

1. the Fleet Presque Isle branch assets and deposits in the Presque Isle-Caribou market. The purchaser cannot be Key Bank, Peoples Heritage Savings Bank or Casco Northern Bank.

2. the NMNB Pittsfield branch assets and deposits in the Pittsfield market. The purchaser cannot be Key Bank, Peoples Heritage Savings Bank or Skowhegan Savings Bank.

3. the Fleet Stillwater branch assets and deposits in the Bangor market. The purchaser cannot be Bangor Savings Bank or Peoples Heritage Savings Bank.

4. the NMNB Merchants Plaza branch assets and deposits in the Bangor market. The purchaser cannot be Bangor Savings Bank or Peoples Heritage Savings Bank.

5. the NMNB Orono branch assets and deposits in the Bangor market. The purchaser cannot be Bangor Savings Bank or Peoples Heritage Savings Bank.

6. the NMNB Union branch assets and deposits in the Bangor market. The purchaser cannot be Bangor Savings Bank or Peoples Heritage Savings Bank.

C. If defendant has not accomplished the required divestiture(s), within six (6) months of the filing date of this Final Judgment, plaintiff may, in its sole discretion, extend this time period, separately for each Section IV.B branch location, for an additional period of time, if defendant requests such an extension and demonstrates to plaintiff's satisfaction for each such branch location that it is then engaged in negotiations with a prospective purchaser(s) that are likely to result in the required divestiture(s) but that the divestiture(s) cannot be completed by the six (6) month anniversary date of the filing of this Final Judgment.

D. Defendant agrees to take all reasonable steps to accomplish quickly said divestitures. In carrying out its obligation to divest the branch assets and deposits at each location identified in Section IV.B. of this Final Judgment, defendant may divest these branch assets alone, or may divest along with these branch assets any other assets of Fleet/Norstar or NMNB.

E. In accomplishing the divestitures ordered by this Final Judgment, the defendant, promptly after filing of this Final Judgment, shall make known in the Wall Street Journal, the American Banker, and in the State of Maine, by usual and customary means, the availability of the Section IV.B. branch locations, for sale as ongoing branches that offer business banking services. The defendant shall notify any person making an inquiry regarding the possible purchase of any or all of the Section IV.B. branch locations that the sale is being made pursuant to this Final Judgment and that this Final Judgment requires approval of this Court. The defendant shall provide any such person with a copy of this Final Judgment. The defendant shall also offer to furnish to all bona fide prospective purchasers of any or all of the Section IV.B. branch locations, subject to customary confidentiality assurances, all pertinent information regarding each Section IV.B. branch location. Defendant shall provide such information to the plaintiff as soon as possible, but no later than two (2) business days after it furnishes such information to any other person. Defendant shall permit prospective purchasers of any or all of the Section IV.B. branch locations to have access to personnel at each

Section IV.B. branch location and to make such inspection of physical facilities and any and all financial, operational, or other documents and information as may be relevant to the sale of each Section IV.B. branch location. Defendant shall not be required to permit prospective purchasers to have access to any documents or information relevant to defendant's banking business, except to the extent it relates to the Section IV.B. branch locations' operations and business. Defendant shall not object to any application for new bank charters sought to facilitate any divestiture(s).

F. Divestiture required by Section IV.B of this Final Judgment shall be accomplished in such a way as to satisfy plaintiff, in its sole discretion that the purchaser is qualified in the following two respects: (1) the purchaser intends to use the Section IV.B. branch assets and deposits to compete in the provision of business banking services in the geographic area currently served by the branch, and (2) the purchaser has the managerial, operational, and financial capability to compete effectively in the provision of such business banking services.

G. Following accomplishment of divestitures, defendant shall not acquire or attempt to acquire any branch assets divested pursuant to Section IV.B. of this Final Judgment without first receiving prior approval from the plaintiff during the duration of this Final Judgment.

H. Except to the extent otherwise approved by plaintiff, any branch assets divested pursuant to this Final Judgment shall be

divested free and clear of (1) all mortgages, encumbrances and liens to Fleet/Norstar (2) any contractual commitments or obligations to Fleet/Norstar existing as of the date of divestiture, unless plaintiff is satisfied that the purchaser of a divested branch location wishes to voluntarily assume the future performance of any such existing contracts, and plaintiff consents thereto.

V.

APPOINTMENT OF TRUSTEE

A. If defendant has not accomplished the divestiture(s) required by Section IV.B. of this Final Judgment by the five (5) month anniversary date of the filing of this Final Judgment, defendant shall notify plaintiff in writing of that fact. Within ten (10) days of that date, or twenty (20) days prior to the expiration of any extension granted pursuant to Section IV.C., whichever is later, plaintiff shall provide defendant with written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required divestitures. Defendant shall notify plaintiff within ten (10) days thereafter whether either or both of such nominees are acceptable. If either or both of such nominees are acceptable to defendant, plaintiff shall notify the Court of the person upon whom the parties have agreed and the Court shall appoint that person as the trustee. If neither of such nominees is acceptable to defendant, it shall furnish to plaintiff, within ten (10) days after plaintiff provides

the names of its nominees, written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required divestitures. If either or both of such nominees are acceptable to plaintiff, plaintiff shall notify the Court of the person upon whom the parties have agreed and the Court shall appoint that person as the trustee. If neither of such nominees is acceptable to plaintiff, it shall furnish the Court with the names and qualifications of its proposed nominees and the names and qualifications of the nominees proposed by defendant. The Court may hear the parties as to the qualifications of the nominees and shall appoint one of the nominees as the trustee.

B. If defendant has not accomplished all of the divestiture(s) required by Section IV.B. of this Final Judgment at the expiration of the time period specified in Sections IV.A. or IV.C. of this Final Judgment, as applicable, the appointment by the Court of the trustee shall become effective. The trustee shall then take steps to effect divestiture of the not yet divested Section IV.B. branch locations according to the terms of this Final Judgment; provided, however, that the appointment of the trustee shall not become effective if, prior to expiration of the applicable time period, defendant has notified plaintiff pursuant to Section VI. of this Final Judgment of a proposed divestiture(s) of Section IV.B. branch locations and plaintiff has not filed a written notice that it objects to said proposed divestiture(s).

C. After the trustee's appointment has become effective, only the trustee shall have the right to sell any Section IV.B.

branch location as to which it has been designated to effect divestiture. The trustee shall have the power and authority to accomplish divestitures to a purchaser(s) acceptable to the plaintiff at such price and on such terms as are then obtainable upon a reasonable effort by the trustee, subject to the provisions of Section VI. of this Final Judgment, and shall have such other powers as this Court shall deem appropriate. Defendant shall not object to a sale of the Section IV.B. branch locations by the trustee on any grounds other than the trustee's malfeasance. Any such objection by defendant must be conveyed in writing to plaintiff and the trustee within fifteen (15) days after the trustee has notified defendant of the proposed sale in accordance with Section VI. of this Final Judgment.

D. The trustee shall serve at the cost and expense of defendant, shall receive compensation based upon a fee arrangement which includes an incentive based upon the price of the divestitures and the speed with which they are accomplished, and shall serve on such other terms and conditions as the Court may prescribe; provided, however, that the trustee shall receive no compensation, nor incur any costs or expenses, prior to the effective date of his or her appointment. The trustee shall account for all costs and expenses incurred in connection with its assignment in this matter. After approval by the Court of the trustee's accounting, including fees and reasonable expenses for his or her services, all remaining monies shall be paid to defendant and the trust shall then be terminated.

E. Defendant shall take no action to interfere with or impede the trustee's accomplishment of the divestiture(s) and shall, if requested by the trustee, use its best efforts to assist the trustee in accomplishing the required divestiture(s). The trustee shall have full and complete access to the personnel, books, records, and facilities of the Section IV.B. branch locations which the trustee is designated to divest, and defendant shall develop such financial or other information relevant to the Section IV.B branch locations being divested as the trustee may request.

F. After its appointment becomes effective, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish divestiture(s) as contemplated under this Final Judgment; provided, however, that to the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding thirty (30) days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted, or made an inquiry about acquiring, any ownership interest in the Section IV.B. branch locations, and shall describe in detail each contact with any such person during that period. The trustee shall maintain full records of all efforts made to divest the Section IV.B branch locations and shall provide additional information to plaintiff upon its request.

G. Within six (6) months after its appointment has become effective, if the trustee has not accomplished the divestiture(s) required by Section IV.B of this Final Judgment, the trustee shall promptly file with the Court a report setting forth (1) the trustee's efforts to accomplish the required divestitures, (2) the reasons, in the trustee's judgment, why any required divestitures have not been accomplished, and (3) the trustee's recommendations; provided, however, that to the extent the report contains information that the trustee deems confidential, the report shall not be filed in the public docket of the Court. The trustee shall at the same time furnish the report to the parties, who shall each have the right to be heard and to make additional recommendations consistent with the purpose of the trust. The Court shall thereafter enter such orders as it shall deem appropriate in order to carry out the purpose of the trust and the term of the trustee's appointment.

VI.

NOTIFICATION

Immediately following execution of a binding contract(s), contingent upon compliance with the terms of this Final Judgment, to effect any proposed divestitures pursuant to Section IV. of this Final Judgment, defendant or the trustee, whichever is then responsible for effecting the divestitures, shall notify plaintiff of the proposed divestitures. If the trustee is responsible, it shall similarly notify defendant. The notice shall set forth the

details of the proposed transactions and list the name, address, and telephone number of each person not previously identified who offered to, or expressed an interest in or desire to, acquire any ownership interest in the Section IV.B. branch locations, together with full details of same. Within fifteen (15) days of receipt by plaintiff of such notice, plaintiff may request additional information concerning the proposed divestiture(s) and the proposed purchaser(s). Defendant and/or the trustee shall furnish any additional information requested within twenty (20) days of receipt of the request, unless the parties shall otherwise agree. Within thirty (30) days after receipt of the notice or within twenty (20) days after plaintiff has been provided the additional information requested (including any additional information requested of persons other than the defendant or the trustee), whichever is later, plaintiff shall provide written notice to defendant and to the trustee, if there is one, stating whether or not it objects to the proposed divestiture(s). If plaintiff provides written notice to defendant and/or the trustee that it does not object, then the divestiture(s) may be consummated, subject only to defendant's limited right to object to the sale under the proviso in Section V.C. Upon objection by plaintiff, a divestiture proposed under Section IV. shall not be consummated. Upon objection by plaintiff, or by defendant under the proviso in Section V.C., a divestiture proposed under Section V. shall not be consummated unless approved by the Court.

VII.

AFFIDAVITS

Within five (5) business days of filing of this Final Judgment and every thirty (30) days thereafter until the divestitures have been completed or authority to effect divestitures passes to the trustee pursuant to Section V. of this Final Judgment, defendant shall deliver to plaintiff an affidavit as to the fact and manner of compliance with Section IV. of this Final Judgment. Each such affidavit shall include the name, address, and telephone number of each person who, at any time after the period covered by the last such report, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any ownership interest in the Section IV.B. branch locations, and shall describe in detail each contact with any such person during that period. Defendant shall maintain full records of all efforts made to divest the Section IV.B. branch locations.

VIII.

FINANCING

Defendant shall not finance all or any part of any purchase made pursuant to Sections IV. or V. of this Final Judgment without plaintiff's prior consent.

IX.

PRESERVATION OF ASSETS

Until the divestiture of the Section IV.B. branch locations required by this Final Judgment have been accomplished:

A. The defendant shall take all steps necessary to assure that the Section IV.B. branch locations will be maintained as economically viable, ongoing branches that offer business banking services. The defendant shall use all reasonable efforts to maintain and increase sales of business banking services at the Section IV.B. branch locations, and continue with any current plans for development of business banking services at those locations.

B. The defendant shall not sell, lease, assign, transfer or otherwise dispose of, or pledge as collateral for loans, any branch assets required to be divested pursuant to Section IV.B., except that any component of such branch assets as is replaced in the ordinary course of business with a newly purchased component may be sold or otherwise disposed of, provided the newly purchased component is so identified as a replacement component for one to be divested.

C. The defendant shall provide capital and provide and maintain sufficient working capital to maintain the Section IV.B. branch locations, including funds for commercial lending, as viable, ongoing branches that offer business banking services consistent with the requirements of Section IX.A.

D. Defendant shall preserve the branch assets and deposits required to be divested pursuant to Sections IV. and V., except

those replaced with newly acquired branch assets and deposits in the ordinary course of business, in a state of repair equal to their state of repair as of the date of this Final Judgment, ordinary wear and tear excepted. Defendant shall preserve the documents, books and records of the Section IV.B. branch locations until the date of divestiture.

E. Except in the ordinary course of business, or as is otherwise consistent with the requirements of Section X., the defendant shall refrain from terminating or altering one or more current employment, salary, or benefit agreements (except that defendant may substitute its benefit agreement provided that the employees of the Section IV. branch locations receive benefits comparable to those of other Fleet Bank of Maine employees) for one or more managerial or commercial loan personnel of the Section IV.B. branch locations, and shall refrain from transferring any employee so employed without the prior written approval of plaintiff.

F. Defendant shall refrain from taking any action that would jeopardize the sale of the Section IV.B. branch locations.

X.

EMPLOYMENT OFFERS

A. Defendant is hereby enjoined and restrained until two (2) years following the date of divestiture, from employment of, or making offers of employment to, any person who currently is a commercial loan manager, officer or representative, the

preponderance of whose duties relate to the successful operation of the Section IV.B. branch locations. This provision, however, does not apply to any employee who is terminated by the purchaser of a divested branch. Defendant shall encourage and facilitate employment by the purchaser of such employees, and shall remove any impediments that exist which may deter such employees from accepting employment with the purchaser of any Section IV.B. branch locations, including, but not limited to, the payment of all bonuses accrued up to the closing date of sale of each Section IV.B. branch location to which such employees would otherwise have been entitled had they remained in the employment of defendant until December 31, 1991.

XI.

VISITORIAL CLAUSE

For the purpose of determining or securing compliance with this Final Judgment, and subject to any legally recognized privilege, from time to time:

A. Duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted:

1. Access during office hours of the defendant to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or

under the control of the defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and

2. Subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers, employees and agents of the defendant, who may have counsel present, regarding any such matters.

B. Upon the written request of the Attorney General or of the Assistant Attorney General in charge of the Antitrust Division made to the defendant's principal office, the defendant shall submit such written reports, under oath if requested, with respect to any of the matters contained in this Final Judgment as may be requested.

No information or documents obtained by the means provided in this Section XI. shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

C. If at the time information or documents are furnished by the defendant to plaintiff, the defendant represents and identifies in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and the defendant marks each

pertinent page of such material, "Subject to claim of protection under Rule 26(c) (7) of the Federal Rules of Civil Procedure," then ten (10) days notice shall be given by plaintiff to the defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which the defendant is not a party.

XII.

EXPIRATION OF JUDGMENT

This Final Judgment will expire on the tenth anniversary of its date of entry or, with respect to any particular provision, on any earlier date specified.

XIII.

RETENTION OF JURISDICTION

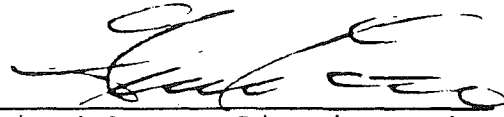
Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of any violations hereof.

XIV.

STATEMENT OF PUBLIC INTEREST

Entry of this Final Judgment is in the public interest.

Dated: December 3, 1984



United States District Judge

A TRUE COPY

ATTEST: William S. Brownell, Clerk

By Wanda K. Hillard
Deputy Clerk