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NORTHERN DISTRICT OF OHIO

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FOR OHIO

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

SOCIETY CORPORATION, and

AMERITRUST CORPORATION,

Defendants.

1:92CV 0525

JUDGE BELL
Civil No.

Entered: June 4, 1992

FINAL JUDGMENT

WHEREAS, Plaintiff, United States of America, having filed its Complaint herein on March 13, 1992, and plaintiff and defendants, 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, defendants have agreed to be bound by the provisions of this Final Judgment pending its approval by the

Court;

AND WHEREAS, prompt and certain divestitures of bank branches, deposits and commercial loans are the essence of this agreement, and defendants have represented to plaintiff that the defendants believe the divestitures required herein can and will be made and that defendants will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained herein;

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 defendants under Section 7 of the Clayton Act, as amended (15 U.S.C. § 18).

II. DEFINITIONS

As used in this Final Judgment:

A. "Ameritrust" means the defendant Ameritrust Corporation, 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.

B. "Business banking services" means banking services offered to business customers and includes at least:

1. "transaction account deposits," i.e., money deposited with a depository institution either at an agreed upon rate of interest 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 to individual consumers.

C. "Branch assets" means personal property; cash on hand; the branch loans specified in Sections IV.B. and IV.C.; 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 defendants to all contracts relating to the branch; all records and original documents in defendants' possession pertaining to the leasehold, the personal property, the branch loans specified in Sections IV.B. and IV.C., 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 defendants 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, including among other things classified loans, signs, and computer equipment not useful to a purchaser. Moreover, Branch assets will not include:

1. "retail loans" assignable to the branch;
2. "residential mortgage loans" assignable to the branch;
3. "commercial mortgages" assignable to the branch;
4. "commercial loans" assignable to the branch made to businesses with annual sales of more than \$10 million; and
5. "merchant contracts for credit card receipt processing" that are settled electronically, as opposed to settled using paper documents.

D. "Bank One" means Banc One Corporation, 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.

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, investment, retirement 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. Branch deposits will include public funds for which Ameritrust does not have another branch (other than the branch locations specified in Sections IV.B. and IV.C.) that can legally hold such funds and which the purchaser of the branch locations in Sections IV.B. and IV.C. wishes to acquire, but will not include:

1. "principal accounts" and "performance packages" -- Ameritrust's proprietary sweep accounts;

2. "self-directed retirement accounts" -- i.e., IRA, Keogh and HR-10 accounts;

3. "business banking secondary accounts" -- deposits of businesses that have their primary deposit account relationships at a branch to be retained; and

4. business deposits of companies with annual sales of more than \$10 million.

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

G. "Defendants" means Society Corporation and Ameritrust Corporation.

H. "Divestiture branches" or "divested branches" means all of the following offices operated by Ameritrust prior to the merger:

1. "Bedford" means the office located at 680 Broadway

Avenue in Bedford, Ohio, in the Cuyahoga County market.

2. "Berea" means the office located on 118 Front Street in Berea, Ohio, in the Cuyahoga County market.

3. "BP America" means the office located in the BP mall at 200 Public Square in downtown Cleveland, Ohio, in the Cuyahoga County market.

4. "Broadview-Pearl" means the office located at 4175 Pearl Road in Cleveland, Ohio, in the Cuyahoga County market.

5. "Brookpark-Broadview" means the office located at 2132 Brookpark Road in Cleveland, Ohio, in the Cuyahoga County market.

6. "Cedar-Lee" means the office located at 2211 Lee Road in Cleveland Heights, Ohio, in the Cuyahoga County market.

7. "Clark-25th" means the office located at 3104 West 25th Street in Cleveland, Ohio, in the Cuyahoga County market.

8. "Detroit-Columbia" means the office located at 25653 Detroit Road in Westlake, Ohio, in the Cuyahoga County market.

9. "Eastgate" means the office located in the Eastgate Shopping enter at 1485 S.O.M. Center Road in Mayfield Heights, Ohio, in the Cuyahoga County market.

10. "Emery-Richmond" means the office located at 25890 Emery Road in Warrensville Heights, Ohio, in the Cuyahoga County market.

11. "Euclid-97th" means the office located at 9701 Euclid Avenue in Cleveland, Ohio, in the Cuyahoga County market.
12. "Euclid-260th" means the office located at 25811 Euclid Avenue in Euclid, Ohio, in the Cuyahoga County market.
13. "Food Terminal" means the office located at 4100 Woodland Avenue in Cleveland, Ohio, in the Cuyahoga County market.
14. "Franklin-25th" means the office located at 1720 West 25th Street in Cleveland, Ohio, in the Cuyahoga County market.
15. "Galleria" means the office located in the Galleria shopping mall at 1301 East 9th Street, Suite 100 in downtown Cleveland, Ohio, in the Cuyahoga County market.
16. "Garfield Heights" means the office located at 5007 Turney Road in Garfield Heights, Ohio, in the Cuyahoga County market.
17. "Independence" means the office located at 4500 Rockside Road in Independence, Ohio, in the Cuyahoga County market.
18. "Lakeshore-264th" means the office located at 26410 Lakeshore Boulevard in Euclid, Ohio, in the Cuyahoga County market.
19. "Lorain-98th" means the office located at 9740 Lorain Avenue in Cleveland, Ohio, in the Cuyahoga

County market.

20. "Puritas-150th" means the office located at 4423 West 150th Street in Cleveland, Ohio, in the Cuyahoga County market.

21. "Ridge-Biddulph" means the office located at 6610 Biddulph Road in Brooklyn, Ohio, in the Cuyahoga County market.

22. "Shaker Square" means the office located at 13117 Shaker Square in Cleveland, Ohio, in the Cuyahoga County market.

23. "Southgate" means the office located in the Southgate Shopping Center at 5384 Northfield Road in Maple Heights, Ohio, in the Cuyahoga County market.

24. "Strongsville" means the office located at 14444 Pearl Road in Strongsville, Ohio, in the Cuyahoga County market.

25. "Terminal Prospect" means the office located on the corner of Prospect Street and Ontario Street in downtown Cleveland, Ohio, in the Cuyahoga County market.

26. "Wilson Mills-Richmond" means the office located in the Richmond Mall Shopping Center at 5134 Wilson Mills Road in Richmond Heights, Ohio, in the Cuyahoga County market.

27. "Willoughby" means the office located at 4098 Erie Street in Willoughby, Ohio, in the Lake County market.

28. "Mentor East" means the office located at 9572 Mentor Avenue in Mentor, Ohio, in the Lake County market.

I. "Huntington Bank" means Huntington National 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.

J. "National City Bank" means National City Corporation, 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.

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

1. the "Cuyahoga County market" means all of the townships included within the boundaries of Cuyahoga County, Ohio.

2. the "Lake County market" means all of the townships included within the boundaries of Lake County, Ohio.

L. "Small business" means a business with \$10 million or less in revenues annually.

M. "Small business loan" means a commercial loan to a business with \$10 million or less in annual revenues.

N. "Society" means the defendant Society Corporation, 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. Society shall include Ameritrust and any of its assets and liabilities after such time, if any, as Society acquires Ameritrust.

O. "Star Bank" means Star Banc Corporation, 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.

III. APPLICABILITY

A. The provisions of this Final Judgment shall apply to the defendants, to their successors and assigns, to their 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. Defendants shall require, as a condition of the negotiated sale or other negotiated disposition of all or substantially all of their 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 AND LOANS

A. Defendants are hereby ordered and directed to divest to a qualified purchaser, 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 defendants shall make all reasonable efforts to ensure the sale of the entire divestiture package to a single purchaser. The purchaser shall be independent of defendants; shall be a federally insured financial institution, that offers business customers, at a minimum, transaction deposit accounts and commercial loans; shall deliver promptly to plaintiff following the execution of a binding contract an affidavit from an authorized officer stating a present intention that the branches purchased will offer business banking services in the geographic area served by the branches; and shall be subject to approval by the plaintiff. The obligation to divest shall be satisfied if, within six (6) months of the date of filing of this Final Judgment, defendants enter into a binding contract with a qualified purchaser for the sale of the branch assets and deposits at each location listed below to a purchaser 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 date for closing after compliance with all federal or state bank regulatory requirements and if the sale is completed pursuant to the contract. 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 defendants must satisfy the obligation to divest the Section IV.B. and IV.C. branch locations will still expire on the six (6) month anniversary date of the filing of this Final Judgment, unless plaintiff under Section IV.D. grants additional time.

B. In Cuyahoga County, Ohio, defendants are hereby ordered and directed to divest:

1. the Bedford Ameritrust branch assets and deposits, including approximately \$0.71 million in small business loans;

2. the Berea Ameritrust branch assets and deposits, including approximately \$2.0 million in small business loans;

3. the BP America Ameritrust branch assets and deposits, including approximately \$1.7 million in small business loans;

4. the Broadview-Pearl Ameritrust branch assets and deposits, including approximately \$0.2 million in small business loans;

5. the Brookpark-Broadview Ameritrust branch assets and deposits, including approximately \$0.3 million in small business loans;

6. the Cedar-Lee Ameritrust branch assets and deposits, including approximately \$0.5 million in small business loans;

7. the Clark-25th Ameritrust branch assets and

deposits, including approximately \$0.5 million in small business loans;

8. the Detroit-Columbia Ameritrust branch assets and deposits, including approximately \$3.6 million in small business loans;

9. the Eastgate Ameritrust branch assets and deposits, including approximately \$2.2 million in small business loans;

10. the Emery-Richmond Ameritrust branch assets and deposits, including approximately \$1.7 million in small business loans;

11. the Euclid-97th Ameritrust branch assets and deposits, including approximately \$0.3 million in small business loans;

12. the Euclid-260th Ameritrust branch assets and deposits, including approximately \$0.9 million in small business loans;

13. the Food Terminal Ameritrust branch assets and deposits, including approximately \$1.5 million in small business loans;

14. the Franklin-25th Ameritrust branch assets and deposits, including approximately \$3.1 million in small business loans;

15. the Galleria Ameritrust branch assets and deposits, including approximately \$1.9 million in small business loans;

16. the Garfield Heights Ameritrust branch assets and

deposits, including approximately \$2.1 million in small business loans;

17. the Independence Ameritrust branch assets and deposits, including approximately \$4.8 million in small business loans;

18. the Lakeshore-264th Ameritrust branch assets and deposits, including approximately \$0.1 million in small business loans;

19. the Lorain-98th Ameritrust branch assets and deposits, including approximately \$1.1 million in small business loans;

20. the Puritas-150th Ameritrust branch assets and deposits, including approximately \$1.2 million in small business loans;

21. the Ridge-Biddulph Ameritrust branch assets and deposits, including approximately \$0.1 million in small business loans;

22. the Shaker Square Ameritrust branch assets and deposits, including approximately \$0.3 million in small business loans;

23. the Southgate Ameritrust branch assets and deposits, including approximately \$0.7 million in small business loans;

24. the Strongsville Ameritrust branch assets and deposits, including approximately \$2.1 million in small business loans;

25. the Terminal Prospect Ameritrust branch assets

and deposits, including approximately \$1.7 million in small business loans; and

26. the Wilson Mills-Richmond Ameritrust branch assets and deposits, including approximately \$0.4 million in small business loans.

The plaintiff and the defendants recognize that the amount of small business loans specified in this Section IV.B. with respect to each branch location will fluctuate in the ordinary course of business, including due to paydowns, increases in draws, and new extensions of credit. In the case of the small business loans, the defendants' obligation to divest shall be satisfied by offering the purchaser the right to buy such loans.

C. In Lake County, Ohio, defendants are hereby ordered and directed to divest:

1. the Willoughby Ameritrust branch assets and deposits, including approximately \$0.9 million in small business loans; and

2. the Mentor East Ameritrust branch assets and deposits, including approximately \$3.8 million in small business loans.

The plaintiff and the defendants recognize that the amount of small business loans specified in this Section IV.C. with respect to each branch location will fluctuate in the ordinary course of business, including due to paydowns, increases in draws, and new extensions of credit. In the case of the small business loans, the defendants' obligation to divest shall be satisfied by offering the purchaser the right to buy such loans.

D. If defendants have not accomplished the required divestitures, 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. and IV.C. branch location, for an additional period of time, if defendants request such an extension and demonstrate to plaintiff's satisfaction for each such branch location that it is then engaged in negotiations with a prospective purchaser that are likely to result in the required divestitures but that the contract cannot be completed by the six (6) month anniversary date of the filing of this Final Judgment.

E. Defendants agree to take all reasonable steps to accomplish said divestitures promptly. In carrying out their obligation to divest the branch assets and deposits at each location identified in Sections IV.B. and IV.C. of this Final Judgment, defendants may divest these branch assets and deposits alone, or may divest along with these branch assets any other assets of Society or Ameritrust.

F. Defendants have already taken steps to accomplish the divestiture of the Section IV.B. and IV.C. branch locations, deposits, and loans. In the event that these negotiations cease, defendants shall promptly thereafter make known in the Wall Street Journal, the American Banker, and in the State of Ohio, by usual and customary means, the availability of the Section IV.B. and IV.C. branch locations, for sale as ongoing branches that offer business banking services, and shall also make known by the same means the availability of the deposits

and loans required to be divested. The defendants shall notify any person making an inquiry regarding the possible purchase of any or all of the Section IV.B. and IV.C. branch locations, deposits, and loans that the sale is being made pursuant to this Final Judgment and that this Final Judgment requires approval of this Court. The defendants shall provide any such person with a copy of this Final Judgment. The defendants shall also offer to furnish to all bona fide prospective purchasers of any or all of the Section IV.B. and IV.C. branch locations, deposits, and loans, subject to customary confidentiality assurances, all pertinent information regarding each Section IV.B. and IV.C. branch location and the deposits and loans. Defendants 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. Defendants shall permit prospective purchasers of any or all of the Section IV.B. and IV.C. branch locations to consult personnel at each Section IV.B. and IV.C. 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. and IV.C. branch location or to the deposits and loans to be divested. Defendants shall not be required to permit prospective purchasers to have access to any documents or information relevant to defendants' banking business, except to the extent it relates to the Section IV.B. and IV.C. branch locations' operations and business or to the deposits or loans to be divested. Defendants shall not object

to any application for new bank charters ~~sought~~ to facilitate any divestitures.

G. Star Bank is hereby determined by plaintiff to be an acceptable purchaser of any or all of the Section IV.B. and IV.C. branches, deposits, or loans. National City Bank, Huntington Bank and Bank One are hereby determined by plaintiff to be unacceptable purchasers of any or all of the Section IV.B. and IV.C. divestiture branches, deposits, or loans. As to any other proposed purchaser, the divestitures required by Sections IV.B and IV.C. 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. and IV.C. 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.

H. Following accomplishment of the divestitures, defendants shall not acquire or attempt to acquire from the purchaser any branch assets or deposits divested pursuant to Sections IV.B. and IV.C. of this Final Judgment without first receiving prior approval from the plaintiff during the duration of this Final Judgment (except assets that the purchaser can require defendants to repurchase pursuant to the terms of the binding contract under Section IV.A.).

I. 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 defendants and of (2) any contractual commitments or obligations to defendants 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 defendants have not accomplished the divestitures required by Sections IV.B. and IV.C. of this Final Judgment by the five (5) month anniversary date of the filing of this Final Judgment, defendants 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.D., whichever is later, plaintiff shall provide defendants with written notice of the names and qualifications of not more than two (2) nominees for the position of trustee for the required divestitures. Defendants 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 defendants, 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 defendants, they 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 defendants. 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 defendants have not accomplished the divestitures required by Sections IV.B. and IV.C. of this Final Judgment at the expiration of the time period specified in Sections IV.A. or IV.D. 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. and IV.C. branch locations, deposits, and loans 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, defendants have notified plaintiff pursuant to Section VI. of this Final Judgment of a proposed divestiture of Section IV.B. and IV.C. branch locations, deposits, and loans and plaintiff has not filed a written notice that it objects to said proposed divestitures.

C. After the trustee's appointment has become effective, only the trustee shall have the right to sell any Section IV.B. and IV.C. branch location and any deposits or loans as to which it has been designated to effect divestiture. The trustee shall have the power and authority to accomplish divestitures to a purchaser 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. Defendants shall not object to a sale of the Section IV.B. and IV.C. branch locations, deposits, or loans by the trustee on any grounds other than the trustee's malfeasance. Any such objection by defendants must be conveyed in writing to plaintiff and the trustee within fifteen (15) days after the trustee has notified defendants of the proposed sale in accordance with Section VI. of this Final Judgment.

D. The trustee shall serve at the cost and expense of defendants, 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 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 defendants and the trust shall then be terminated.

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

F. After his or her appointment becomes effective, the trustee shall file monthly reports with the parties and the Court setting forth the trustee's efforts to accomplish divestitures 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. and IV.C. branch locations, deposits, or loans 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 and IV.C. branch locations, deposits, or loans and shall provide additional information to plaintiff upon its request.

G. Within six (6) months after his or her appointment has become effective, if the trustee has not accomplished the divestitures required by Sections IV.B. and IV.C. 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, contingent upon compliance with the terms of this Final Judgment, to effect any proposed divestitures pursuant to Section IV. of this Final Judgment, defendants or the trustee,

whichever is then responsible for effecting the divestitures, shall notify plaintiff of the proposed divestitures. If the trustee is responsible, he or she shall similarly notify defendants. 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. and IV.C. branch locations, deposits, or loans, 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 divestitures and the proposed purchaser. Defendants 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 defendants 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 divestitures. If plaintiff provides written notice to defendants and/or the trustee that it does not object, then the divestitures may be consummated, subject only to defendants' 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 defendants under the proviso in Section V.C., a divestiture proposed under Section V. shall not be consummated unless approved by the Court. The requirements of this Section VI. are subject to waiver by the plaintiff.

VII. AFFIDAVITS

Within fifteen (15) 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, defendants 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. and IV.C. branch locations, deposits, or loans and shall describe in detail each contact with any such person during that period. Defendants shall maintain full records of all efforts made to divest the Section IV.B. and IV.C. branch locations, deposits, and loans.

VIII. FINANCING

Defendants 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. and IV.C. branch locations, deposits, and loans required by this Final Judgment have been accomplished:

A. The defendants shall take all steps necessary to assure that the Section IV.B. and IV.C. branch locations will be maintained as economically viable, ongoing branches that offer business banking services. The defendants shall use all reasonable efforts to maintain and increase sales of business banking services provided through the Section IV.B. and IV.C. branch locations, and continue with any current plans for development of business banking services at those locations. Insofar as defendants make any new small business loans on or after March 13, 1992, to small business customers who have transaction account deposits at a Section IV.B. or IV.C. branch location, such small business loans shall be offered to the purchaser of the branch location.

B. The defendants shall not sell, lease, assign, transfer or otherwise dispose of, or pledge as collateral for loans, any branch assets or deposits required to be divested pursuant to Sections IV.B. and IV.C., 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 defendants shall provide and maintain sufficient working capital to preserve the Section IV.B. and IV.C. 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. Defendants shall preserve the physical branch assets required to be divested pursuant to Sections IV. and V., except those replaced with newly acquired assets 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. Defendants shall preserve the documents, books and records of the Section IV.B. and IV.C. branch locations until the date of divestiture.

E. Pending completion of the divestiture, except in the ordinary course of business, or as is otherwise consistent with the requirements of Section X., the defendants shall refrain from terminating or altering any current employment, salary, or benefit agreements (except that defendant Society may substitute its benefit agreement for Ameritrust's benefit agreement for former Ameritrust employees, upon consummation of the merger, provided that the employees of the Section IV. branch locations receive benefits comparable to those of other Society employees) for any managerial or commercial loan personnel of the Section IV.B. and IV.C. branch locations, and shall refrain from transferring any employee so employed without the prior written approval of plaintiff. Similar protection shall be afforded to sufficient Ameritrust personnel, including commercial loan

officers, not assigned to the branches to be divested but needed to handle the small business customers whose deposits and loans are to be divested.

F. Defendants shall refrain from taking any action that would jeopardize the sale of the Section IV.B. and IV.C. branch locations, deposits, or loans.

X. EMPLOYMENT OFFERS

A. Defendants are 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. and IV.C. branch locations, deposits, and loans or reasonably needed by the purchaser to continue the successful operation of those branches and the servicing of the small business customers whose loans are being divested. This provision, however, does not apply to any employee who is terminated by the purchaser of a divested branch. Defendants shall make available for interview and employment offers by purchaser sufficient Ameritrust personnel, including branch personnel, and commercial loan officers not assigned to the branches to be divested but needed to handle the small business customers whose deposits and loans are to be divested. Defendants shall encourage and facilitate employment by the purchaser of such employees, and shall remove any impediments that may deter such employees from accepting employment with the

purchaser of any Section IV.B. and IV.C. branch locations, or deposits or loans, including, but not limited to, the payment of all bonuses accrued up to the closing date of sale of each Section IV.B. and IV.C. branch location, or deposits or loans to which such employees would otherwise have been entitled had they remained in the employment of defendants until December 31, 1992. For the Ameritrust personnel not assigned to the branches to be divested, but needed to handle the small business customers whose deposits and loans are to be divested, the purchaser shall be afforded the opportunity to make job offers to up to ten of these employees. In connection with the purchaser's solicitation of any employees under this Section X., defendants shall not make competing offers.

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 defendants made to their principal offices, be permitted:

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

who may have counsel present, relating to any matters contained in this Final Judgment; and

2. Subject to the reasonable convenience of the defendants and without restraint or interference from it, to interview officers, employees and agents of the defendants, 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 principal offices, the defendants 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 defendants to plaintiff, the defendants represent and identify 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 defendants mark 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 defendants prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which the defendants are 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.

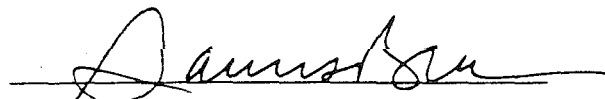
XIII. RETENTION OF JURISDICTION

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: 3/19/12



United States District Judge