

to the Final Judgment in the Securities Case under Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d)(3) of the Exchange Act, 15 U.S.C. § 78u(d)(3) ("Additional Civil Penalty"). Upon the payment of the Additional Civil Penalty, the releases described in paragraph 3 shall be effective.

8. Caxton understands that the United States has not waived the right of any federal agency, with respect to Caxton or any other person: (a) to revoke or suspend any license, certificate, registration or other form of permission issued by such agency; (b) to impose any penalty or to take any form of punitive or disciplinary action; or (c) to debar, suspend, disqualify, or otherwise restrict or prohibit certain transactions or other dealings with the United States or with any of its agencies or departments.

9. Caxton hereby waives any right it might have as a result of this Agreement or any settlement arrangements contemplated hereby under the United States Supreme Court's decision in *United States v. Halper*, 490 U.S. 435 (1989), or in respect of the subject matter of that case or under any other existing or future decision relating to that subject matter.

10. Caxton neither admits nor denies any of the factual allegations pertaining to the matters described in the Complaint to be filed pursuant to paragraph 2, nor does Caxton either admit or deny any legal liability arising therefrom. Nothing in this Agreement or in the Final Judgment or any Order contemplated hereby shall constitute a finding of fact or conclusion of law or otherwise provide any basis for establishing such liability.

11. Caxton shall pay the civil penalty imposed by the Court in the Securities Case and contribute the funds to establish the disgorgement fund as specified in the Securities Case Final Judgment (collectively, the "Initial Payment"). Pursuant to this Agreement and the Tunney Act, 15 U.S.C. §§ 16 (b) through (g), the forfeiture provided for in the Final Judgment shall not be paid until five (5) business days after Caxton receives notice of entry of the Final Judgment, or such other order as represents a final disposition of the captioned case. At that time, in addition to the \$12.5 million payment specified in the Final Judgment ("Deferred Payment"), Caxton shall forfeit an "Additional Amount," as defined below. The term "Additional Amount" shall mean an amount representing interest on the Deferred Payment, computed on the basis of a 365 day year, at a rate per annum of 5¾%, from and

including the date of the Initial Payment, but excluding the date on which the Deferred Payment is made. To the extent the Court does not impose any portion of the Deferred Payment or the Additional Amount, such amounts shall nonetheless be paid to the United States pursuant to paragraph 7 at the time specified herein.

12. This Agreement, and all the terms and provisions hereof, shall be binding on the parties hereto and their respective successors and assigns, and shall inure only to the benefit of the parties hereto, and other persons specifically released pursuant to paragraph 3, and their respective successors and assigns, and no other person shall be entitled to any benefits hereunder.

13. No additional understandings, promises, agreements and/or conditions have been entered into by the parties hereto with respect to the matters set forth in this Agreement other than those set forth herein and none will be entered into unless in writing and signed by all parties.

14. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

15. This Agreement shall be deemed to have been fully executed and delivered when both the United States, on the one hand, and Caxton, on the other, have received counterparts hereof executed on behalf of the other party by each of the signatories for such other party set forth on the signature pages hereof.

Agreed to:

December 14, 1994.

United States of America

John F. Greaney,

*Chief, Computers and Finance Section,
Antitrust Division, Department of Justice.*

Caxton Corporation

December 15, 1994.

Peter P. D'Angelo,

President, Caxton Corporation.

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DEPARTMENT OF LABOR

Office of the Secretary

Glass Ceiling Commission; Postponement of Commission Meetings

SUMMARY: Due to the scheduling difficulties of participants, the Glass Ceiling Commission meetings have been postponed. The meetings had been

announced previously in the **Federal Register** of January 9, 1995, 60 FR 2403. The Commission meetings were to take place on Monday, January 23, 1995, 4:00 pm-7:00 pm and Tuesday, January 24, 1995, 9:00 am to 12 noon at the Department of Labor. The Commission meeting will be rescheduled at a later date.

FOR FURTHER INFORMATION CONTACT: Ms. René A. Redwood, Executive Director, Glass Ceiling Commission, U.S. Department of Labor, 200 Constitution Avenue NW., Room C-2313, Washington, DC 20210, (202) 219-7342.

Signed at Washington, DC this 9th day of January, 1995.

René A. Redwood,

Executive Director.

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Employment Standards Administration Wage and Hour Division

Minimum Wages for Federal and Federally Assisted Construction; General Wage Determination Decisions

General wage determination decisions of the Secretary of Labor are issued in accordance with applicable law and are based on the information obtained by the Department of Labor from its study of local wage conditions and data made available from other sources. They specify the basic hourly wage rates and fringe benefits which are determined to be prevailing for the described classes of laborers and mechanics employed on construction projects of a similar character and in the localities specified therein.

The determinations in these decisions of prevailing rates and fringe benefits have been made in accordance with 29 CFR part 1, by authority of the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in 29 CFR part 1, Appendix, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act. The prevailing rates and fringe benefits determined in these decisions shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.