

Commission meetings may be obtained from the Superintendent, Acadia National Park. Interested persons may make oral/written presentations to the Commission or file written statements. Such requests should be made at least seven days prior to the meeting to: Superintendent, Acadia National Park, PO Box 177, Bar Harbor, ME 04609-0177; telephone (207) 288-5472.

Dated: January 23, 1997.

Paul F. Haertel,

Superintendent, Acadia National Park.

[FR Doc. 97-2620 Filed 1-31-97; 8:45 am]

BILLING CODE 4310-70-P

## AGENCY FOR INTERNATIONAL DEVELOPMENT

### Housing Guaranty Program; Notice of Investment Opportunity

The U.S. Agency for International Development (USAID) has authorized the guaranty of loans to the Banco General S.A., Panama (the "Borrower") as part of USAID's development assistance program. The proceeds of these loans will be used to finance shelter and shelter-related infrastructure for the benefit of low-income families in Panama. At this time, the Banco General S.A. has authorized USAID to request proposals from eligible lenders for a loan under this program of \$5.0 Million U.S. Dollars (US\$5,000,000). The name and address of the Borrower's representative to be contacted by interested U.S. lenders or investment bankers (each, a "Lender"), the amount of the loan and project number are indicated below:

Banco General S.A., Panama

Project No.: 525-HG-13;

Housing Guaranty Loan No.: 525-HG-014 A03;

Amount: US\$5,000,000;

Attention: Mr. Francisco Sierra, Vice President—Treasury Banco General S.A., Panama, (street address: Calle Aquilino de la Guardia y Ave. 5ta B Sur, Panama City, Panama);

Telex No.: 2733 General PG;

Telefax No.: 507/265-0215 (preferred communication);

Telephone Nos.: 507/265-0231 or 507/265-0234.

Interested Lenders should contact the Borrower as soon as possible and indicate their interest in providing financing for the Housing Guaranty Program. Interested Lenders should submit their bids to the Borrower's representative by *Tuesday, February 18, 1997, 12:00 noon Eastern Standard Time*. Bids should be open for a period

of 48 hours from the bid closing date.

Copies of all bids should be simultaneously sent to the following:

Mr. Joseph M. Carroll, Chief, Office of Democratic Governance, USAID, Unit 0949, APO AA 34002, c/o American Embassy, Panama City, Panama, (street address: Plaza Regency 2nd Floor, Avenida Via Espana #1);  
Telefax No.: 507/264-0104 (preferred communication);

Telephone No.: 507/263-6011;  
and

Mr. Lawrence Doc Odle, Regional Housing and Urban Development Office, Central America USAID/RHUDO/Guatemala, Guatemala City, Guatemala, Unit 3323, APO AA 34024;

Telefax No.: 502/332-0663;

Telephone No.: 502/332-0603;

Address: Mr. Peter Pirnie, Sr. Financial Advisor, U.S. Agency for International Development, Office of Environment and Urban Programs, G/ENV/UP, Room 409, SA-18, Washington, D.C. 20523-1822;

Telefax No.: 892/703 AID WSA;

Telefax No.: 703/875-4639 or 875-4384 (preferred communication);

Telephone No.: 703/875-4300 or 875-4510.

For your information the Borrower is currently considering the following terms:

(1) *Amount*: U.S. \$5.0 million.

(2) *Term*: 30 years.

(3) *Grace Period*: Ten years grace on repayment of principal. (During grace period, semi-annual payments of interest only). If *variable* interest rate, repayment of principal to amortize in equal, semi-annual installments over the remaining 20-year life of the loan. If *fixed* interest rate, semi-annual level payments of principal and interest over the remaining 20-year life of the loan.

(4) *Interest Rate*: Alternatives of *fixed rate* and *variable rate* are requested.

(a) *Fixed Interest Rate*: If rates are to be quoted based on a spread over an index, the Lender should use as its index a long bond, specifically the 6½% U.S. Treasury Bond due November 15, 2026. Such rate is to be set at the time of acceptance.

(b) *Variable Interest Rate*: To be based on the six-month British Bankers Association LIBOR, preferably with terms relating to the Borrower's right to convert to fixed. The rate should be adjusted weekly.

(5) *Prepayment*:

(a) Offers should include an option for prepayment and mention prepayment premiums, if any.

(b) Federal statutes governing the activities of USAID require that the

proceeds of USAID-guaranteed loans be used to provide affordable shelter and related infrastructure and services to below median-income families. In the extraordinary event that the Borrower materially breaches its obligation to comply with this requirement, USAID reserves the right, among its other rights and remedies, to accelerate the loan at par. It should be noted that since the inception of the USAID Housing Guaranty Program in 1962, USAID has not exercised its right of acceleration.

(6) *Fees*: Offers should specify the placement fees and other expenses, including USAID fees, Paying and Transfer Agent fees, out of pocket expenses, etc. Lenders are requested to include all legal fees in their placement fee. Such fees and expenses shall be payable at closing from the proceeds of the loan.

(7) *Closing Date*: Approximately 30 days from selection of investor, if possible, but not to exceed 60 days from date of selection of Lender.

Selection of a Lender and the terms of the loan are initially subject to the individual discretion of the Borrower, and thereafter, subject to approval by USAID. Disbursements under the loan will be subject to certain conditions required of the Borrower by USAID as set forth in agreements between USAID and the Borrower.

The full repayment of the loans will be guaranteed by USAID. The USAID guaranty will be backed by the full faith and credit of the United States of America and will be issued pursuant to authority in Section 222 of the Foreign Assistance Act of 1961, as amended (the "Act").

Lenders eligible to receive the USAID guaranty are those specified in Section 238(c) of the Act. They are: (a) U.S. citizens; (2) domestic U.S. corporations, partnerships, or associations substantially beneficially owned by U.S. citizens; (3) foreign corporations whose share capital is at least 95 percent owned by U.S. citizens; and, (4) foreign partnerships or associations wholly owned by U.S. citizens.

To be eligible for the USAID guaranty, the loans must be repayable in full no later than the thirtieth anniversary of the disbursement of the principal amount thereof and the interest rates may be no higher than the maximum rate established from time to time by USAID.

Information as to the eligibility of investors and other aspects of the USAID housing guaranty program can be obtained from:

Ms. Viviann Gary, Director, Office of Environment and Urban Programs,

U.S. Agency for International Development, Room 409, SA-18, Washington, D.C. 20523-1822; Fax Nos: 703/875-4384 or 875-4639; Telephone: 703/875-4300.

Dated: January 27, 1997.

Michael G. Kitay,

Assistant General Counsel, Bureau for Global Programs, Field Support and Research, U.S. Agency for International Development.

[FR Doc. 97-2525 Filed 1-31-97; 8:45 am]

BILLING CODE 6116-01-M

## DEPARTMENT OF JUSTICE

### Antitrust Division

#### **Proposed Final Judgment and Competitive Impact Statement; United States of America and the State of Colorado v. Vail Resorts, Inc., Ralston Resorts, Inc., and Ralston Foods, Inc.**

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the District of Colorado in *United States and The State of Colorado versus Vail Resorts, Inc., Ralston Resorts, Inc., and Ralston Foods, Inc.*, Civ. Action No. 97-B-10. The proposed Final Judgment is subject to approval by the Court after the expiration of the statutory 60-day public comment period and compliance with the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)-(h).

On January 3, 1997, the United States and the State of Colorado filed a Complaint seeking to enjoin a transaction in which Vail Resorts, Inc. ("Vail") agreed to acquire Ralston Resorts, Inc. ("Ralston"). Vail and Ralston are the two largest owner/operators of ski resorts in Colorado, and this transaction would have combined five ski resorts in Colorado. The Complaint alleged that the proposed acquisition would substantially lessen competition in providing skiing to Front Range Colorado skiers in violation of section 7 of the Clayton Act, 15 U.S.C. 18.

The proposed Final Judgment orders defendants to sell all of Ralston's rights, titles, and interests in the Arapahoe Basin resort in Summit County, Colorado to a purchaser who has the capability to compete effectively in the provision of skiing to Front Range Colorado skiers at Arapahoe Basin. The Stipulation also imposes a hold separate agreement that, in essence, requires the parties to ensure that, until the divestiture mandated by the Final

Judgment has been accomplished, Ralston's Arapahoe Basin operations will be held separate and apart from, and operated independently of, Vail's assets and businesses. A Competitive Impact Statement filed by the United States describes the Complaint, the proposed Final Judgment, and remedies available to private litigants.

Public comment is invited within the statutory 60-day comment period. Such comments, and the responses thereto, will be published in the Federal Register and filed with the Court. Written comments should be directed to Craig W. Conrath, Chief, Merger Task Force, Antitrust Division, 1401 H Street, NW., Suite 4000, Washington, DC, 20530 (telephone: (202) 307-0001). Copies of the Complaint, Stipulation, proposed Final Judgment and Competitive Impact Statement are available for inspection in Room 215 of the U.S. Department of Justice, Antitrust Division, 325 7th Street, NW., Washington, DC 20530 (telephone: (202) 514-2481) and at the office of the Clerk of the United States District court for the District of Colorado, 1929 Stout Street, Room C-145, Denver, Colorado 80294.

Copies of any of these materials may be obtained upon request and payment of a copying fee.

Constance K. Robinson,  
Director of Operations, Antitrust Division.

In the United States District Court for the District of Colorado

*United States of America and the State of Colorado*, Plaintiffs, v. *Vail Resorts, Inc., Ralston Resorts, Inc., and Ralston Foods, Inc.*, Defendants.

Civil Action No. 97-B-10

#### Stipulation and Order

It is stipulated by and between the undersigned parties, by their respective attorneys, as follows:

1. 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 District of Colorado;

2. 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 plaintiff 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;

3. Defendants Vail and Ralston (as defined in paragraphs II (A) & (B) of the proposed Final Judgment attached hereto) shall abide by and comply with the provisions of the proposed Final Judgment pending entry of the Final Judgment, and shall, from the date of the filing of this Stipulation, comply with all the terms and provisions of the proposed Final Judgment as through the same were in full force and effect as an order of the Court; provided, however, that Ralston shall not be obligated to comply with Section IV(A) of the proposed Final Judgment unless and until the closing of any transaction in which Vail directly or indirectly acquires all or any part of the assets or capital stock of Ralston; and provided, further, that Ralston shall be relieved of its obligation to comply with Sections IX (A) through (K) of the proposed Final Judgment in the event that the Stock Purchase Agreement among Vail Resorts, Inc., Ralston Foods, Inc. and Ralston Resorts, Inc., dated July 22, 1996 (the "Stock Purchase Agreement"), is terminated without consummation of the transaction contemplated therein or any variant of it; and provided, further, that Ralston Foods, Inc. shall be relieved of its obligation to comply with Sections IV (A) through (G) and IX (A) through (K) of the proposed Final Judgment upon consummation of the transaction contemplated by the Stock Purchase Agreement.

4. Defendants shall not consummate their transaction before the Court has signed this Stipulation and Order;

5. Vail shall prepare and deliver affidavits in the forms required by the provisions of paragraphs A and B of Section VII of the proposed Final Judgment commencing no later than January 23, 1997 and every thirty days thereafter pending entry of the Final Judgment;

6. In the event plaintiff United States withdraws its consent, as provided in paragraph 2 above, or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding;

7. The defendants represent that the divestiture ordered in the proposed Final Judgment can and will be made, and that the defendants will later raise no claims of hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions contained therein.

8. All parties agree that this agreement can be signed in multiple counterparts.

Dated: January 2, 1997.