

For Plaintiff United States of America:

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For Defendant Sabreliner Corporation:
 Winthrop, Stimson, Putnam & Roberts,
 By: John Gillick,
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Final Judgment

Whereas, plaintiff, United States of America, having filed its Complaint herein on February 6, 1995, 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 is the essence of this agreement, and defendant has represented to plaintiff that the divestiture required below 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 below;

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. "TWA" means Trans World Airlines, Inc., each of its predecessors, successors, divisions, subsidiaries, and

affiliates, each person directly or indirectly, wholly or in part, owned or controlled by it, or which owns or controls it, and each partnership or venture to which any of them is a party, and each officer, director, employee, attorney, agent, or other person acting for or on behalf of any of them.

B. "Midcoast" means Midcoast Aviation, Inc., each of its predecessors, successors, divisions, subsidiaries, and affiliates, and each person directly or indirectly, wholly or in part, owned or controlled by it, or which owns or controls it, and each partnership or venture to which any of them is a party, and each officer, director, employee, attorney, agent, or other person acting for or on behalf of any of them.

C. "Sabreliner" means defendant Sabreliner Corporation, each of its predecessors, successors, divisions, subsidiaries, and affiliates, each person directly or indirectly, wholly or in part, owned or controlled by it, or which owns or controls it, and each partnership or venture to which any of them is a party, and each officer, director, employee, attorney, agent, or other person acting for or on behalf of any of them.

D. "Sabreliner's Transient Fuel Service Business" means the following assets, owned or controlled by Sabreliner, that are or have been used at Lambert Field to provide fuel and other services to general aviation customers:

1. 5,000 square feet of ramp space located west of Hangar 6;
2. Office space (with associated office equipment), which includes pilot's lounge/flight planning room and access to lobby area, restrooms, conference facilities and canteen;
3. Space on the north side of Hangar 6 sufficient to park any fueling trucks required by the purchaser; and
4. Non-discriminatory access to the Fuel Delivery Cabinet on the west end of Sabreliner's fuel farm, the right to draw from Sabreliner's jet fuel tanks at least 2500 gallons of jet fuel per day, and the right to purchase that jet fuel directly from the fuel supplier from whom Sabreliner obtains its fuel.

E. "Sabreliner's Cargo and General Aviation Business" means the following assets, owned or controlled by Sabreliner, that are or have been used at Lambert Field to provide fuel and other services to general aviation and based cargo customers:

1. Sabreliner's entire leasehold interest in its tank farm, and all improvements and assets used in the business, including five fuel tanks, truck loading cabinet, and associated equipment;

2. All rolling stock, including the fuel trucks, deicing vehicle, ramp tugs, auxiliary power unit and courtesy van;

3. Office space (with associated office equipment), including pilot's lounge/flight planning room and access to lobby area, restrooms, conference facilities and canteen; and

4. The entire ramp area around the west of hangers 6 and 7, comprising approximately eleven (11) acres, subject to access easements of any subtenants in Hangers 6 and 7.

F. "Person" means any natural person, corporation, association, firm, partnership, or other business or legal entity.

G. "Lambert Field" means Lambert St. Louis International Airport.

III

Applicability

A. The provisions of this Final Judgment shall apply to the defendant, to defendant's successors and assigns, to defendant's 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. The provisions of Sections IV through VIII of this Final Judgment shall be applicable only upon the consummation of the acquisition of Midcoast by Sabreliner.

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

D. 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 Sabreliner's Transient Fuel Business

A. Defendant is hereby ordered and directed to divest, to an eligible purchaser, all of its direct and indirect ownership and control of Sabreliner's Transient Fuel Business or Sabreliner's Cargo and General Aviation Business. Nothing contained herein shall preclude Sabreliner from dealing with or contracting for services from the divested entity in the ordinary course of business.

B. Divestiture of Sabreliner's leasehold interest in any of the assets of Sabreliner's Transient Fuel Service