

Business or Sabreliner's Cargo and General Aviation Business may be by transfer of the entire leasehold interest or by sublease. If divestiture of any or all of the assets is by sublease, each such sublease shall be for the entire term of Sabreliner's lease, including the same rights for renewal Sabreliner has, and the sublease shall specify, for the entire period of the sublease:

1. The price, or a formula for computing the price, for each and every payment due from the purchaser to Sabreliner pursuant to the sublease, including rent, and any uplift or other service charge for the use of Sabreliner's fuel tanks; and

2. The terms and conditions under which Sabreliner may evict the purchaser or exercise any other rights for breach of the sublease; and

3. That the airport authority must specifically approve any action by Sabreliner to exercise any rights under the sublease against the purchaser, unless such approval is arbitrarily and unreasonably withheld in the event of a breach of the sublease by the purchaser, in which case defendant must give a minimum of thirty (30) days notice to plaintiff prior to exercising any rights against the purchaser.

C. If defendant has not accomplished the required divestiture prior to May 1, 1995, plaintiff may, in its sole discretion, extend this time period for an additional period of time not to exceed two months.

D. Defendant agrees to take all reasonable steps to accomplish quickly said divestiture. In carrying out its obligation to divest the Sabreliner's Transient Fuel Business, defendant may divest these operations alone, or may divest along with these operations any other assets of Sabreliner.

E. In accomplishing the divestiture ordered by this Final Judgment, the defendant promptly shall make known in the United States and in other major countries, by usual and customary means, the availability of Sabreliner's Transient Fuel Business for sale as an ongoing business. The defendant shall notify any person making an inquiry regarding the possible purchase of this operation that the sale is being made pursuant to this Final Judgment and provide such person with a copy of the Final Judgment. The defendant shall also offer to furnish to all bona fide prospective purchasers of Sabreliner's Transient Fuel Business, subject to customary confidentiality assurances, all pertinent information regarding Sabreliner's Cargo and General Aviation Business, including Sabreliner's Transient Fuel Business except such information subject to attorney-client

privilege or attorney work product privilege. Defendant shall make available such information to the plaintiff at the same time that such information is made available to any other person. Defendant shall permit prospective purchasers of Sabreliner's Transient Fuel Business to have access to personnel at Sabreliner's Cargo and General Aviation Business, including Sabreliner's Transient Fuel Business, 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 required by this Final Judgment.

F. Unless the plaintiff otherwise consents, divestiture under Section IV.A., or by the trustee appointed pursuant to Section V, shall be accomplished in such a way as to satisfy plaintiff, in its sole discretion, that Sabreliner's Transient Fuel Business or Sabreliner's Cargo and General Aviation Business can and will be operated by the purchaser as a viable, ongoing business engaged in the provision of fuel and other services to general aviation and cargo customers at Lambert Field. Divestiture shall be made to a purchaser for whom it is demonstrated to plaintiff's satisfaction that (1) the purchase is for the purpose of competing effectively in the provision of fuel and other services to general aviation customers at Lambert Field; (2) the purchaser has the managerial, operational, and financial capability to compete effectively in the provision of fuel and other services to general aviation customers at Lambert Field; and (3) none of the terms of any sublease between the purchaser and Sabreliner give Sabreliner the ability artificially to raise the purchaser's costs, lower the purchaser's efficiency, or otherwise interfere in the ability of the purchaser to provide fuel and other services to general aviation customers at Lambert Field. If the divestiture is of Sabreliner's Transient Fuel Business, it must be demonstrated to plaintiff's satisfaction that the purchaser can operate a transient fueling business on a stand-alone basis with costs and efficiency comparable to those achieved by Sabreliner's current integrated general aviation and cargo business.

G. Except to the extent otherwise approved by plaintiff, any assets divested pursuant to this Final Judgment shall be divested free and clear of all mortgages, encumbrances and liens to Sabreliner or TWA.

V

Appointment of Trustee

A. If defendant has not accomplished the divestiture required by Section IV of the Final Judgment by March 15, 1995, defendant shall notify plaintiff 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(B), 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 divestiture. 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, 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 divestiture. 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 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 the divestiture required by Section IV of this Final Judgment at the expiration of the time period specified in Section IV(C), the appointment by the Court of the trustee shall become effective. The trustee shall then take steps to effect divestiture of Sabreliner's Transient Fuel Service Business. The trustee shall have the right, in its sole discretion, to include in the package of assets to be divested any or all of the assets of Sabreliner's Cargo and General Aviation Business.

C. After the trustee's appointment has become effective, only the trustee shall have the right to sell Sabreliner's Transient Fuel Service Business and Sabreliner's General Aviation and Cargo Business. The trustee shall have the power and authority to accomplish the divestiture to a purchaser acceptable to plaintiff at such price and on such terms