ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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| **In re:** | ) | **Chapter 11** |
| | ) | |
| **TRANS WORLD AIRLINES, INC., et al.,**[1] | ) | **Case No. 01-00056 (PJW)** |
| | ) | **(Jointly Administered)** |
| | ) | |
| **Debtors.** | ) | |
| | ) | |

**STIPULATION AND AGREED ORDER BETWEEN CITY OF PHILADELPHIA AND THE DEBTORS REGARDING CURE PAYMENTS AND MODIFICATION OF ORDER AUTHORIZING DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS [DOCKET NO. 1334]**

**WHEREAS**, on March 16, 2001, the above-captioned debtors (collectively, the "Debtors") filed the Motion for Order Authorizing the Debtors to (a) Assume and Assign Certain Executory Contracts and Unexpired Leases, and (b) Reject Certain Executory Contracts and Unexpired Leases (the "Contract Motion") [Docket No. 1007]; and

**WHEREAS**, on April 9, 2001, this Court entered an Order approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and the Rejection of Certain Executory Contracts and Unexpired Leases (the "Contract Order") [Docket No. 1334]; and

[1] The Debtors are the following entities: Trans World Airlines, Inc., Ambassador Fuel Corporation, LAX Holding Company, Inc., Mega Advertising Inc., Northwest 112th Street Corporation, The TWA Ambassador Club, Inc., Trans World Computer Services, Inc., Transcontinental & Western Air, Inc., TWA Aviation, Inc., TWA Group Inc., TWA Standards & Controls, Inc., TWA Stock Holding Company, TWA-D.C. Gate Company, Inc., TWA-LAX Gate Company, Inc., TWA Logan Gate Co., Inc., TWA-NY/NJ Gate Company, Inc., TWA-Omnibus Gate Company, Inc., TWA-San Francisco Gate Company, Inc., TWA-Hangar 12 Holding Company, Inc., Ozark Group, Inc., TWA Nippon, Inc., TWA Employee Services, Inc., TWA Getaway Vacations, Inc., Trans World Express, Inc., International Aviation Security Inc., Getaway Management Services, Inc., The Getaway Group (U.K.) Inc.

**WHEREAS**, on September 25, 2001, the City of Philadelphia Department of Commerce, Division of Aviation ("Philadelphia") filed a "Motion for the Payment of Certain Cure Costs" (the "Philadelphia Motion"); and

**WHEREAS**, in the Philadelphia Motion, Philadelphia contends that $496,110.79 in cure costs remain outstanding; and

**WHEREAS**, Exhibit A to the Order includes two executory contracts between Philadelphia and the Debtors to be assumed, one related to a terminal use and lease agreement (the "Philadelphia Contract"), and a second described as a lease "by and between Ridgely/Philadelphia Limited Partnership and TWA," which is in fact not a contract to which Philadelphia is a party (the "Ridgely Contract"); and

**WHEREAS**, Exhibit A to the Contract Motion and the Contract Order indicated that the cure costs for the Philadelphia Contract was zero, despite the fact that on March 20, 2001, in response to notices accompanying the Contract Motion, Philadelphia's attorney delivered a letter to the Debtors' counsel by facsimile alleging that the amount of $496,110.79 was due under the Philadelphia Contract; and

**WHEREAS**, the Debtors and Philadelphia have reconciled the cure amounts due under the Philadelphia Contract and have agreed on a cure amount of $484,851.91 (the "Cure Payment").

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned parties, subject to the approval of this Bankruptcy Court, that:

1. The Contract Order is modified to reflect that Philadelphia has only one contract with the Debtors, as identified in Exhibit A to the Contract Motion and the Order as "Terminal;

Airline-Airport Use and Lease Agreement...(Real Property-Yes"), with the "Agreed Amount to Pay" designated as $484,851.91.

2. The Cure Payment will be treated as an "undisputed cure" in accordance with the Contract Order.

3. The Debtors shall pay the Cure Payment within five business days of entry of this Stipulation.

4. This Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

5. This Stipulation is subject to the approval of this Court, and the terms and provisions of the agreement contained herein shall be void and of no further force and effect if such approval is not granted.

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6. Philadelphia withdraws the Philadelphia Motion with prejudice.

Wilmington, Delaware
Dated: October 19, 2001

UNITED STATES BANKRUPTCY JUDGE

AGREED TO:

TRANS WORLD AIRLINES, INC. ET AL.,
DEBTORS & DEBTORS IN POSSESSION

By: _____
Its: Counsel
Printed Name: Bruce Grohsgal

CITY OF PHILADELPHIA DEPARTMENT
OF COMMERCE, DIVISION OF AVIATION

By: _____
Its: Counsel
Printed Name: Marcom R. Branzburg