IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
TRANS WORLD AIRLINES, INC., et al.,[1]	)	**Case No. 01-0056 (PJW)**
	)	**(Jointly Administered)**
	)	
Debtors.	)	

NINTH MONTHLY APPLICATION OF KPMG LLP FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES AS ACCOUNTANTS, AUDITORS AND TAX AND FINANCIAL ADVISORS TO THE DEBTORS FOR THE PERIOD FROM SEPTEMBER 1, 2001 THROUGH SEPTEMBER 30, 2001

Name of Applicant: KPMG LLP

Authorized to Provide
Professional Services to: Trans World Airlines, Inc., et al., Debtors and Debtors-in-Possession

Date of Retention: A retention Order was entered on March 13, 2001.

Period for which compensation and
reimbursement is sought: September 1 – September 30, 2001

Amount of Compensation sought as
actual, reasonable, and necessary: $53,617.50

Amount of Expense Reimbursement sought as
actual, reasonable, and necessary: $3,123.00

This is an: X interim _____ final application.

The total time expended during this period for fee application preparation is approximately 41.1 hours and the corresponding compensation requested is approximately $9,925.00.

		Requested		Approved	
Date Filed	**Period Covered**	**Fees**	**Expenses**	**Fees**	**Expenses**
March 26, 2001	January 10, 2001 – January 31, 2001	$72,396.50	$6,569.61	$72,396.50	$6,569.61

[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.

		Requested		Approved	
Date Filed	**Period Covered**	**Fees**	**Expenses**	**Fees**	**Expenses**
March 26, 2001	February 1, 2001 – February 28, 2001	$718,889.50	$85,344.46	$718,889.50	$85,344.46
May 4, 2001	March 1, 2001 – March 31, 2001	$581,444.00	$58,898.47	$581,444.00	$58,898.47
June 1, 2001	April 1, 2001 – April 30, 2001	$391,409.25	$28,568.80	$391,409.25	$28,568.80
August 1, 2001	May 1, 2001 – May 31, 2001	$97,588.50	$9,267.12	$97,588.50	$9,267.12
August 10, 2001	June 1, 2001 – June 30, 2001	$132,268.00	$11,290.00	$132,268.00	$11,290.00
September 12, 2001	July 1, 2001 – July 31, 2001	$129,816.25	$9,402.82	$103,853.00	$9,402.82
September 28, 2001	August 1, 2001 – August 31, 2001	$117,508.75	$10,338.90	$94,007.00	$10,338.90

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NINTH MONTHLY APPLICATION OF KPMG LLP FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES AS ACCOUNTANTS, AUDITORS AND TAX AND FINANCIAL ADVISORS TO THE DEBTORS FOR THE PERIOD FROM SEPTEMBER 1, 2001 THROUGH SEPTEMBER 30, 2001

Pursuant to sections 327, 330 and 331 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Administrative Order Under 11 U.S.C. § 105(a) and 331 Establishing Procedure for Interim Compensation and Reimbursement of Professionals (the "Interim Compensation Order"), and Local Rule 2016-2, the accounting firm of KPMG LLP ("KPMG"), Accountants, Auditors and Tax and Financial Advisors to the Debtors in the above-captioned chapter 11 cases, hereby respectfully files this Ninth Monthly Application for Allowance of Compensation for services rendered and Reimbursement of Expenses for the period September 1, 2001 through September 30, 2001 (the "Application"). By this Application, KPMG seeks a monthly interim allowance of compensation in the amount of $53,617.50 and reimbursement for actual and necessary expenses in the amount of $3,123.00 for a total of $56,740.50 for the period September 1, 2001 through September 31, 2001, which includes reimbursement for actual and necessary expenses in the amount

[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.

of $113.00 incurred in prior periods, but not previously billed (the "Fee Period"). In support of this Application, KPMG respectfully states as follows:

BACKGROUND

1. On January 10, 2001, each of the Debtors (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of title 11, of the United States Bankruptcy Code. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their properties and assets as debtors in possession. On January 18, 2001, the U.S. Trustee appointed an official creditors' committee in the Debtors' cases (the "Committee"). No trustee has been appointed in these Debtors' chapter 11 cases.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 15 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. On February 9, 2001, the Debtors filed an application (the "Employment Application") to retain KPMG as their accountants, auditors and tax and financial advisors, effective as of the respective petition dates. By this Court's order dated March 13, 2001, the Debtors were authorized to retain KPMG as their Accountants, Auditors and Tax and Financial Advisors, effective as of the respective petition dates, with regard to their Chapter 11 cases, and all related matters (the "Retention Order"). The Retention Order authorizes the Debtors to compensate KPMG at KPMG's hourly rates charged for services of this type and to be reimbursed for actual and necessary out-of-pocket expenses that it incurred, subject to application to this Court in accordance with Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, all applicable local rules and orders of this Court and pursuant to Sections 105(a) and 331 of the Bankruptcy Code, Establishing Procedures for

Interim Compensation and Reimbursement of Professionals, (the "Interim Compensation Order").

4. As disclosed in the Affidavit of Charles D. Bruce in Support of the Application For Order Pursuant to Section 327(a) of the Bankruptcy Code Authorizing Employment And Retention of KPMG LLP as Accountants, Auditors and Tax and Financial Advisors For The Debtors And Employment Application Pursuant to Federal Rule of Bankruptcy Procedure 2016(b) And Section 329(a) of the Bankruptcy Code, filed on February 9, 2001 (the "Affidavit"), KPMG does not hold or represent any interest adverse to the estates, and is a disinterested person as that term is defined in 11 U.S.C. § 101(14) of the Bankruptcy Code as modified by 11 U.S.C. § 1107(b) of the Bankruptcy Code.

5. On June 19, 2001, KPMG disclosed in the Supplemental Affidavit of Charles D. Bruce In Support of the Application of the Debtors for Order Authorizing the Retention and Employment of KPMG LLP as Accountants, Auditors and Tax and Financial Advisors to the Debtors (the "Supplemental Affidavit") that for the period of April 9 through July 31, 2001 (the "Primary Transition Period") and thereafter and until January 31, 2002, (the "Second Transition Period"), TWA LLC may be partially responsible for the payment of KPMG's compensation and expenses. KPMG's duty of loyalty remains solely with the Debtors, even though its services and costs may be paid by TWA LLC during the Primary Transition Period and the Second Transition Period.

6. KPMG may have in the past represented, may currently represent, and likely in the future will represent parties-in-interest in connection with matters unrelated to the Debtors and these cases. KPMG disclosed in the Affidavit its connections to parties-in-interest that it has been able to

ascertain using its reasonable efforts. KPMG will update the Affidavit when necessary and when KPMG becomes aware of material new information.

7. Pursuant to the Interim Compensation Order, professionals may request monthly compensation and reimbursement of expenses, and interested parties may object to such requests. If no interested party objects to a professional's request within twenty (20) days, the applicable professional may submit to the Court a certificate of no objection authorizing the payment of eighty percent (80%) of the compensation and one hundred percent (100%) of the reimbursement sought, subject to the filing and approval of a final fee application by the professional.

COMPENSATION PAID AND ITS SOURCE

8. KPMG performed the services for which it is seeking compensation on behalf of or for the Debtors and their estates, and not on behalf of any committee, creditor or other person.

9. Except to the extent of the payments paid to KPMG as described in the Affidavit and the Supplemental Affidavit, KPMG has received no payment and no promises for payment from any source for services rendered or to be rendered in any capacity whatsoever in connection with these cases.

10. Pursuant to Fed. R. Bank. P. 2016(b), KPMG has not shared, nor has agreed to share (a) any compensation it has received or may receive with another party or person other than with the members of KPMG, or (b) any compensation another person or party has received or may receive.

FEE STATEMENTS

11. Attached as Attachment A is a detailed itemization and description of the services that KPMG rendered during the Fee Period; based on these rates and the services performed by each individual, the reasonable value of such services is $53,617.50. The KPMG accountants expended a total of 236.4 hours for these cases during the Fee Period. In accordance with the factors enumerated in 11 U.S. C. § 330, the amount of fees requested is fair and reasonable given: (a) the complexity of these cases; (b) the time expended; (c) the nature and extent of the services rendered; (d) the value of such services and (e) the costs of comparable services other than in a case under the Bankruptcy Code. The rates described herein are KPMG's hourly rates for services of this type. KPMG has reduced its charges related to any non-working "travel time" to 50% of KPMG's standard hourly rate. To the extent it is feasible, KPMG attempts to work during travel.

ACTUAL AND NECESSARY EXPENSES

12. It is KPMG's policy to charge its clients in all areas of practice for identifiable non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is KPMG's policy to charge its clients only the amount actually incurred by KPMG in connection with such items. Examples of such expenses are postage, overnight mail, courier delivery, transportation, airfare, meals, and lodging. With respect to airfare expenses, all travel, by all individuals, is billed at the coach class rate.

13. A summary of expenses by type, as well as a detailed itemization and description of the disbursements made by KPMG on the Debtors' behalf during the Fee Period is attached hereto

as Attachment B. All of these disbursements comprise the requested sum for KPMG's out-of-pocket expenses, totaling $3,123.00.

SUMMARY OF SERVICES RENDERED

14. The professional services that KPMG rendered during the Fee Period are grouped into categories which are generally described below, with a more detailed identification of the actual services provided as Attachment A.

CATEGORY	HOURS	FEES
Audit – Benefit Plans Performing procedures required by Generally Accepted Auditing Standards, as well as those required by ERISA, sufficient to enable KPMG to render an opinion on the financial statements of the Debtors' benefit plans.	188.3	$ 42,817.50
Employment/Fee Applications Activities in connection with KPMG's preparation of its employment and fee applications in accordance with the procedures and standards of the Bankruptcy Code, Rules, Orders of this Court and the U. S. Trustee for the District of Delaware. This category also includes activities associated with providing supplemental detail and summarized information to TWA LLC.	41.1	$ 9,925.00
Travel This category involves time spent traveling while working for the Debtors. KPMG bills one-half of the normal billing rate for this time spent for non-working travel.	7.0	$ 875.00
	236.4	$ 53,617.50

CERTIFICATION

15. KPMG believes it has complied with the requirements of Rule 2016-2 of the Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware and that this Application complies with Local Rule 2016-2.

CONCLUSION

16. This Application will be KPMG's ninth interim fee application pursuant to the Interim Compensation Order, covering the period from the September 1, 2001 through September 30, 2001. Although every effort has been made to include all fees and expenses from the Fee Period in this Application, some fees and expenses from the Fee Period might not be included in this application due to delays caused by accounting and processing procedures. KPMG reserves the right to make further application to the Court for allowance of fees and expenses not included herein. As to fees and expenses incurred after September 30, 2001, KPMG will file subsequent fee applications at a later date in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the procedures established by this court and the Administrative Order.

17. In summary, by this Application, KPMG requests compensation for fees and expenses in the total amount of $56,740.50 consisting of (a) $53,617.50 for reasonable and necessary professional services rendered and (b) $3,123.00 for actual and necessary costs and expenses.

WHEREFORE KPMG respectfully requests that the Court enter an order (i) authorizing compensation in the amount of $53,617.50 as compensation for services rendered by professionals and $3,123.00 for reimbursement of actual and necessary expenses incurred during the Fee Period,

for a total of $56,740.50 and (ii) authorizing $46,017.00 for payment, which is comprised of $42,894.00 of fees, which is net of the 20% holdback of $10,723.50 and 100% of expenses of $3,123.00; and (iii) granting such other and further relief as the Court may deem proper.

Wilmington, Delaware

Respectfully submitted,

Dated: 11/30/01

Thomas D. Bibby
KPMG LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
(214) 840-2479
(214) 840-2180 Facsimile