UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

STIPULATION AND ORDER BETWEEN TRANS WORLD AIRLINES, INC. AND MASSACHUSETTS PORT AUTHORITY RELATING TO CERTAIN EXECUTORY CONTRACTS

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or "TWA") and the Massachusetts Port Authority ("Massport") hereby stipulate as follows:

WHEREAS, on January 10, 2001 (the "Petition Date"), the Debtors commenced these cases under Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code").

WHEREAS, the Debtors are continuing to operate their business and manage their property as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, on March 16, 2001, the Debtors filed a Motion for an Order Authorizing the Debtors to (A) Assume and Assign Certain Executory Contracts and Unexpired Leases, and (B) Reject Certain Executory Contracts and Unexpired Leases [Docket No. 1007] (the "Executory Contract Motion"), which included, as Exhibit A to the Executory Contract Motion, a list of approximately 10,000

[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-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., and the Getaway Group (U.K., Inc.).

contracts and leases that the Debtors assumed and assigned to American Airlines, Inc. (or its designee, "American") (collectively, the "Assumed Contracts").

WHEREAS, on April 6, 2001, this Court conducted a hearing on the Executory Contract Motion, and on April 9, 2001, this Court entered an Order Approving (A) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (B) Rejection of Certain Executory Contracts and Unexpired Leases [Docket No. 1334] (the "Executory Contract Order") which included, as Exhibit A to the Executory Contract Order, a list of the Assumed Contracts.

WHEREAS, in the Executory Contract Order, this Court authorized the Debtors to assume and assign the Assumed Contracts as part of an overall sale of substantially all of the Debtors' assets (the "Sale") to American.

WHEREAS, on April 9, 2001, the Debtors and American closed on the Sale transaction, and as part of the Sale transaction, the Debtors assumed and assigned the Assumed Contracts to TWA Airlines LLC, a wholly owned subsidiary of American (the "Assumed Contracts").

WHEREAS, the Debtors and the Massachusetts Port Authority ("Massport," and with TWA, the "Parties") agree that one of the Assumed Contracts is a contract between the Parties described as "Cargo Space Lease (9/1/99 for 12 months) by and b/t Massachusetts Port Authority and TWA re: Cargo warehousing, commissary, and Maintenance Stores Facility; Cargo Bldg. 63 [Real Property = Yes]."

WHEREAS, on or about August 21, 2000, the Debtors executed a bond in favor of Massport through Hartford Fire Insurance Company in the amount of $255,625 for "Lease fees and charges" (the "Bond").

WHEREAS, Hartford Fire Insurance Company has paid Massport the entire amount due under the Bond, and the Debtors have paid the amount of $93,316.27 to Massport totaling the amount of

$348,941.27 on account of cure payments (the "Previous Payments") under executory contracts between the Parties assumed pursuant to the Executory Contract Order, including the "Cargo Space Lease" referenced above (the "Cargo Lease").

WHEREAS, on June 15, 2001, Massport filed the Motion of the Massachusetts Port Authority for Allowance of Administrative Expense Claim and Direction for Payment [Docket No. 1790] (the "Massport Motion").

WHEREAS, on October 1, 2001, the Debtors filed their Objection to the Massport Motion (the "Debtors' Objection"), and on October 12, 2001, Massport filed its Reply to the Debtors' Objection (the "Massport Reply").

WHEREAS, Massport alleges in the Massport Motion and the Massport Reply that the Debtors owe an additional $130,000 on account of Remediation Payments (the "Remediation Payments") due pursuant to a Settlement and Release Agreement entered into by the Parties on or about January 21, 1999 (the "Remediation Agreement") that Massport alleges is part of the Cargo Lease.

WHEREAS, in the Massport Reply, Massport also alleges that the Debtors' obligation to pay the Remediation Payments has been fulfilled with proceeds from the Bond.

WHEREAS, the Debtors contend that the Remediation Agreement is separate from the Cargo Lease, and that the Remediation Agreement and its obligations were not assumed and assigned as part of the Executory Contract Order.

WHEREAS, the Debtors contend that Massport's application of the Bond proceeds to the Remediation Payments was improper.

NOW, THEREFORE, it is hereby stipulated and agreed to by and between the Parties to this stipulation and order (the "Stipulation") through their undersigned counsel, subject to the approval of this Bankruptcy Court, that:

1. TWA is authorized to pay, and shall pay, Massport the amount of $65,000.00 so as to be received on or before December 31, 2001 (the "Massport Payment") as cure payments under Section 365 of the Bankruptcy Code. The Massport Payment and the Previous Payments are in full and complete satisfaction of all amounts due pursuant to the assumption and assignment of the Cargo Lease and all other executory contracts between the Parties assumed pursuant to the Executory Contract Order and cures all defaults under all executory contracts between the Parties assumed pursuant to the Executory Contract Order, including, but not limited to the Cargo Lease and the Remediation Agreement.

2. Massport shall release the Debtors and their estates from any and all claims and shall waive such claims that have been or could have been asserted against the Debtors and their estates arising through and including April 9, 2001.

3. Neither this Stipulation, nor any terms contained herein, shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the parties hereto, other than as may be necessary: (a) to obtain approval of or to enforce this Stipulation; or (b) to seek damages or injunctive relief in connection therewith.

4. This Court shall retain jurisdiction (and the Parties consent to such retention of jurisdiction) to resolve any disputes or controversies arising from or related to this Stipulation. Any motion or application brought before this Court to resolve a dispute arising from or related to the Stipulation shall be brought on proper notice and in accordance with relevant Federal Rules of Bankruptcy Procedure and local rules of this Court.

5. Each of the undersigned counsel represents that he/she is authorized to execute this Stipulation on behalf of his/her respective client.

6. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. This Stipulation shall not be modified, altered, amended or vacated without written consent of the parties hereto. Any such modifications, alteration, amendment or vacation, in whole or in part, shall be subject to approval of this Court.

Dated: _____, 2001
Wilmington, Delaware

_____
Judge

AGREED:

TRANS WORLD AIRLINES, INC.

By: _____
One of its Attorneys
Printed Name: Marc J. Kramer

MASSACHUSETTS PORT AUTHORITY

By: _____
Printed Name: Thomas S. Neuberger