

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
TRANS WORLD AIRLINES, INC., et al)	Case No. 01-00056 (PJW)
)	(Jointly Administered)
)	
Debtors.)	Objections due by: 2/6/02 @ 4:00 p.m.
		Hearing Date: 2/13/02 @ 11:30 a.m.

**MOTION OF ARGENBRIGHT SECURITIES, INC. TO
COMPEL DEBTORS TO PAY CERTAIN CURE COSTS AND
ITS OBJECTION TO DEBTORS' MOTION FOR JUDICIAL
DETERMINATION OF DISPUTED CURE CLAIMS**

Argenbright Security, Inc. ("Argenbright") through its undersigned counsel, hereby files its Motion to Compel Debtors to Pay Certain Cure Costs and Its Objection to Debtors' Motion for Judicial Determination of Disputed Cure Claims (the "Motion"), and avers in support as follows:

1. On January 10, 2001, Trans World Airlines, Inc. and its affiliates (collectively, the "Debtors" or "TWA"), filed voluntary petitions under Chapter 11 of Title 11 of the United States Code (the "Petition Date"). The Debtors are continuing to operate and manage what remains of their businesses pursuant to 11 U.S.C. §§ 1107 and 1108.

2. Argenbright is in the business of (among other things) providing security screening services and skycap services at airports across the country. Argenbright provides services to the Debtors through separate contracts at each airport.

3. On or about April 9, 2001, the Court entered an Order Approving (A) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (B) Rejection of Certain

Executory Contracts and Leases [Docket No. 1334] (the “Order”) in connection with the sale of substantially all of TWA’s assets to an affiliate of American Airlines (“American”). The Order permitted the Debtors to assume and assign certain contracts and leases to the American. Attached to the Order is a schedule of executory contracts and unexpired leases that were assumed and assigned to American and the undisputed/disputed cure amount for each contract/lease (the “Schedule”).

4. The Debtors’ Schedule reflects the following contracts and cure amount with regard to Argenbright:

<u>Contract</u>	<u>Cure Amount</u>
“SkyCap Services (CLT)	\$488,977.34
Security Screening Services (LAS)	0.00
Security Screening Services (CLT)	0.00
Security Screening Services (CVG)	0.00
Security Screening Services (DTW)	0.00
Security Screening Services (DEN)	0.00
Security Screening Services (IAD)	0.00
Security Screening Services (MCI)	0.00
Wheelchair Service (LAS)	0.00
Security Screening Services (PHL)	0.00
Security Screening Services (PHX)	0.00
Security Screening Services (SEA)	0.00
Security Screening Services (SGF)	0.00
Security Screening Services (AUS)	0.00
Security Screening Services (IAD)	0.00
Skycap Services (AUS)	0.00
Security Screening Services (LIT)	0.00
Security Screening Services (CID)	0.00
Sublease of Space (effective 1/1/99 month-to month), by and b/t TWA and Argenbright Security, Inc. re: Office Space	\$35,543.28”

Pursuant to the Schedule and the terms of the Order, the Debtors have set aside a reserve of \$524,520.62 for cure amounts owing to Argenbright.

5. On July 9, 2001, pursuant to the terms of the Order, the Debtors filed a Motion for Judicial Determination of Disputed Cure Amounts Pursuant to the Order Approving (A) Assumption and Assignment of Executory Contracts and Unexpired Leases, and (B) Rejection of Certain Executory Contracts and Leases [Docket No. 1896] (the “Determination Motion”).

6. TWA did not fix a hearing date for the Determination Motion nor an objection deadline and simply invited counter parties to contracts to contact them to try to resolve any cure dispute or file an objection.

7. Argenbright disagrees with the amount of the cure claims as well as the Debtors’ allocation of the amount among the various agreements.

8. Upon receipt of the Determinations Motion, Argenbright’s business people contacted TWA’s business people to attempt to reconcile this dispute without incurring legal fees. Having little success with the informal approach, Argenbright recently retained the undersigned counsel to pursue this matter. The undersigned sent a letter to TWA on January 7, 2002 detailing the amount of Argenbright’s cure claims, and attached a schedule in support thereof. (A copy of said letter with attachments is attached hereto and incorporated herein as Exhibit “A”.) To date, Argenbright has received no response to this letter.

9. Argenbright objects to the Determination Motion on the ground that the Debtors’ cure amounts for the Argenbright contracts are incorrect and the amount reserved to pay any such claim is insufficient. Argenbright is owed an aggregate total of \$835,573.13 through April 9, 2001 under the above-referenced contracts, such amount being broken down in the schedule attached as Exhibit “A” hereto.

10. Further, Argenbright moves for prompt payment of its cure claims, which are long past due. Argenbright seeks an order compelling full payment of its cure claims as the Debtors assigned Argenbright's contracts to American months ago, without curing the defaults thereunder as required by 11 U.S.C. § 365.

Argument

11. Paragraph 3 of the Order provides the Debtors "shall pay all cure amounts payable to the counterparties to the assumed contracts . . ."

12. Pursuant to 11 U.S.C. §§ 365(b) and 503(b), debtors are required to promptly pay all outstanding cure costs owed under any assumed contract upon assumption of such contracts.

13. It is black letter law that any pre-assumption monetary defaults must be cured promptly by the Debtors. Moreover, the April 9 Order requires the Debtors to make such cure payments. Nine (9) months have now passed since the entry of the Order without any payment to Argenbright.

14. The Debtors' calculations of the Argenbright contracts are incorrect and unsupported, and as a result the Debtors' reserve is insufficient to pay Argenbright's cure claims. Argenbright has provided the Debtors on more than one occasion over the past few months with the correct cure amounts and the documentation evidencing said amounts without any resolution or payment of even the amount that TWA does not dispute. Based on the foregoing, Argenbright is entitled to have its cure claim immediately paid in full.

WHEREFORE Argenbright prays this Court enter an order:

(a) sustaining its Objection and finding its cure claims to be in the aggregate amount of \$835,573.13;

(b) granting its Motion and compelling the Debtors to pay its cure claims in full within ten (10) business days of the entry of the Order granting the Motion; and

(c) granting such other and further relief as the Court deems just and proper including, without limitation, reasonable attorneys' fees incurred in connection with this Motion.

Respectfully submitted

Dated: January 18, 2002

COZEN O'CONNOR

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