

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

IN RE:)	
)	Chapter 11
TRANS WORLD AIRLINES, INC., et al.)	
)	Case No. 01-0056 (PJW)
Debtors.)	(Jointly Administered)

**LIMITED OBJECTION OF THE CITY OF KANSAS CITY, MISSOURI AVIATION
DEPARTMENT TO DEBTOR'S MOTIONS FOR ORDERS AUTHORIZING SETTLEMENTS**

The City of Kansas City, Missouri Aviation Department (the "City"), by and through its undersigned counsel, states the following limited objection to the Debtor's Motions for Order Authorizing Settlements By and Among (1) Debtors and Various Clearinghouses and Clearinghouse Participants ("the "Clearinghouse Settlement Motion"); and (2) Debtors, American Airlines, Inc. and TWA Airlines, LLC (the "American/ TWA Settlement Motion").

1. The City timely filed a Proof of Claim pursuant to which it asserts an administrative claim ("Cure Claim") for (i) an amount of at least \$956,174.94, which sum is, or should be pursuant to the Court's April 9, 2001 *Order Approving (A) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (B) Rejection of Certain Executory Contracts and Unexpired Leases* (the "Order"), escrowed by Debtor in its Executory Contract Cure Reserve. The City's Cure Claim arises from and is related to (i) two (2) executory contracts with Debtor which were assumed, but the cure amount for which remain in dispute; and (ii) the amount, if any, owed by Debtor to the City regarding a Facilities Lease (rejected contract no. 1184). Accordingly, the City is a party in interest entitled to file this limited objection to the Clearinghouse Settlement Motion and the American/TWA Settlement Motion.

2. The City and Debtor have commenced reconciliation and negotiations concerning

the amount of the City's Cure Claim, but have not yet reached agreement on the amount of the same.

3. Under the terms of the Clearinghouse Settlement Motion and the American/TWA Settlement Motion, certain funds to settle the subject claims are to be paid from the Executory Contract Cure Reserve either within ten (10) days of the effective date of a confirmed plan of reorganization or after payment of "Allowed Executory Contract Cure Claims." See Clearinghouse Settlement Motion, ¶¶ 29 and 30, and American/TWA Settlement Motion, ¶ 40.

4. The City objects to approval of Debtor's Motions to the extent Debtor proposes to disburse funds from the Executory Contract Cure Reserve in payment of the claims which are the subject of the Motions without first assuring that adequate funds remain in such reserve to pay the full amount of the City's Cure Claim if the same remains unresolved at the time of such disbursement(s).

WHEREFORE, the City respectfully requests that the Motions be denied unless the Orders thereon require Debtor to retain adequate funds in the Executory Contract Cure Reserve to pay in full the City's Cure Claim until such time as resolution thereof, whether by approved settlement or otherwise.

OBERLY, JENNINGS & RHODUNDA, P.A.

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