IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

STIPULATION AND AGREED ORDER RESOLVING THE OBJECTION OF BURNS AND MCDONNELL TO THE CONFIRMATION OF THE PLAN

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or "TWA") and Burns and McDonnell Engineering Company, Inc. ("Burns and McDonnell") hereby request that the Court enter an order resolving the objection of Burns and McDonnell to the Joint Liquidated Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Stipulation").

WHEREAS, on January 10, 2001, the Debtors commenced jointly administered bankruptcy cases under Chapter 11 of the United States Bankruptcy Code.

WHEREAS, on January 26, 2001, the Court entered the Order Authorizing the Debtors to Employ and Compensate Certain Professional Utilized in the Ordinary Course of the Debtors' Business (the "OCP Order").

---

[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

WHEREAS, pursuant to the OCP Order, Burns and McDonnell was retained as one of the professionals utilized in the ordinary course of the Debtors' business.

WHEREAS, pursuant to the OCP Order and the Debtors' retention of Burns and McDonnell, the Debtors have paid Burns and McDonnell the amount of $83,724.90.

WHEREAS, on June 14, 2001, Burns and McDonnell filed an administrative expense claim in the amount of $93,484.55 on account of services performed by Burns and McDonnell as an ordinary course professional.

WHEREAS, on January 10, 2002, the Bankruptcy Court held a hearing to approve the Second Amended Disclosure Statement for the Second Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Disclosure Statement").

WHEREAS, on January 16, 2002, this Court entered an Order approving the Disclosure Statement.

WHEREAS, pursuant to entry of the Order approving the Disclosure Statement, the Debtors and the Official Committee of Unsecured Creditors solicited votes for the Second Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Second Amended Plan").

WHEREAS, on February 17, 2002, the Debtors and the Official Committee of Unsecured Creditors filed the Third Amended Joint Liquidating Plan of Reorganization

---

World Express, Inc., International Aviation Security Inc., Getaway Management Services, Inc., and The Getaway Group (U.K.), Inc.

of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (as amended, the "Plan").

WHEREAS, on February 28, 2002, Burns and McDonnell objected to the Plan in Burns and McDonnell Engineering Company, Inc.'s Objection to Second Amended Joint Liquidating Plan of Reorganization for the Debtors and Official Committee of Unsecured Creditors (the "Objection").

WHEREAS, on March 15, 2002, the Debtors filed the Debtors' Reply to Objections and Memorandum in Support of Confirmation of the Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code.

NOW, THEREFORE, the Debtors and Burns and McDonnell hereby stipulate and agree, and the Court hereby orders, as follows:

1. Terms not defined herein have the meaning given them in the Plan or the Disclosure Statement.

2. The Objection filed by Burns and McDonnell is withdrawn with prejudice, effective upon the Court's entry of this Stipulation and Agreed Order, based on the representation of the Debtors that certain other parties objecting to the Plan, as more particularly described below, do not receive more favorable treatment than that of Burns and McDonnell.

3. The following have filed claims, portions of which are claims solely pursuant to 11 U.S.C. § 503(b) (each, an "Administrative Claim"), and also have filed objections to confirmation of the Plan: Aero Snow Removal Corp., East Coast Sweeping, Inc., Sprint Communications Co., Toscopetro Corporation, Pegasus Aviation, Inc.,

Aerospace Finance, LLC, General Electric Capital Corporation, Polaris Holding Company, Polaris Investment Management Corporation, GE Capital Aviation Services, Limited, or Wells Fargo Bank Northwest in its capacity as described in the "Objection of (1) General Electric Capital Corporation, (2) Polaris Holding Company, (3) Polaris Investment Management Corporation, (4) GE Capital Aviation Services, Limited, or (5) Wells Fargo Bank Northwest, National Association, Solely in Its Capacity as Owner Trustee and Lessor of Particular Aircraft to Confirmation of the Third Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors [Related to D.I. #2890]" dated March 1, 2002 (each, an "Objecting Administrative Creditor"). To the extent that the Debtors agree to make a distribution before or after the Effective Date of the Plan on account of an Administrative Claim filed by any of the Objecting Administrative Creditors which provides either (i) for a payment to such Objecting Administrative Creditor on account of its Administrative Claim sooner than the payments to be paid to Burns and McDonnell as provided for herein and under the Plan, or (ii) for a payment in a percentage of such Objecting Administrative Creditor's Administrative Claim greater than the percentage to be paid to Burns and McDonnell on account of its Administrative Claim as provided for herein or under the Plan, including payment in full satisfaction of any compromised Administrative Claim, then Burns and McDonnell shall be entitled to be paid at the same time as such other Objecting Administrative Creditor is paid on account of its Administrative Claim and/or in the same percentage of Burn & McDonnell's allowed Administrative Claim as such other Objecting Administrative Creditor is paid. If any Administrative Claim receives a treatment more favorable than that allowed to Burns and McDonnell's Administrative

Claim as provided for herein and under the Plan, then Burns and McDonnell's Administrative Claim shall be entitled to exactly the same treatment.

4. It is an express condition to this Settlement Agreement that Debtor make no agreement to treat any Administrative Claim more favorably than the treatment provided to Burns and McDonnell's Administrative Claim allowed herein and under the Plan without offering the same treatment to Burns and McDonnell.

5. The Debtors shall disclose in writing to Burns and McDonnell any agreement described in the preceding paragraphs by 4:00 p.m. EST on April 8, 2002.

6. The Administrative Claim of Burns and McDonnell, filed in the amount of $93,484.55, is hereby allowed in the amount of $93,484.55.

7. The Debtors shall pay $9,348.46 to Burns and McDonnell on account of its allowed Administrative Claim from the Professional Fee Escrow Fund, as defined in the Plan (the "Escrow Payment"), prior to five (5) business days after the Effective Date.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

STIPULATION AND AGREED ORDER RESOLVING THE OBJECTION OF TOSCOPETRO CORPORATION TO THE CONFIRMATION OF THE PLAN

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or "TWA") and Toscopetro Corporation ("Tosco") hereby request that the Court enter an order resolving the objection of Tosco to the Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Stipulation").

WHEREAS, on January 10, 2001, the Debtors commenced jointly administered bankruptcy cases under Chapter 11 of the United States Bankruptcy Code.

WHEREAS, on June 7, 2001, Tosco filed an administrative expense claim in the amount of $217,485.79 on account of goods allegedly provided to the Debtors on or after January 10, 2001.

WHEREAS, on January 10, 2002, the Bankruptcy Court held a hearing to approve the Second Amended Disclosure Statement for the Second Amended Joint Liquidating Plan of

[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., and The Getaway Group (U.K.), Inc.

Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Disclosure Statement").

WHEREAS, on January 16, 2002, this Court entered an Order approving the Disclosure Statement.

WHEREAS, pursuant to entry of the Order approving the Disclosure Statement, the Debtors and the Official Committee of Unsecured Creditors solicited votes for the Second Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Second Amended Plan").

WHEREAS, on February 17, 2002, the Debtors and the Official Committee of Unsecured Creditors filed the Third Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (as amended, the "Plan").

WHEREAS, on March 1, 2002, Tosco objected to the Plan in the Objection of Toscopetro Corporation to the Third Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Objection").

WHEREAS, on March 15, 2002, the Debtors filed the Debtors' Reply to Objections and Memorandum in Support of Confirmation of the Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code.

NOW, THEREFORE, the Debtors and Tosco hereby stipulate and agree and the Court hereby orders as follows:

1. Terms not defined herein have the meaning given them in the Plan or the Disclosure Statement.

2. Tosco's administrative expense claim filed in the amount of $217,485.79, is hereby allowed as an Allowed Administrative Expense Claim in the amount of $217,485.79 (the "Tosco Allowed Claim"), and shall be paid as an Allowed Administrative Expense Claim under the Plan.

3. If on or after the Effective Date of the Plan the Debtors make a distribution on account of an Allowed Claim of an entity that has objected to the Plan and that is entitled to priority under 11 U.S.C. § 503(b) (each, an "Objecting Administrative Expense Claimant"), and such distribution is either at a date earlier than, or in a proportion in excess of, the amount paid to Tosco on account of the Tosco Allowed Claim, then Tosco shall be entitled to have the Tosco Allowed Claim paid at the same time and/or in the same proportion as such other Objecting Administrative Expense Claimant; provided, however, that the term "Objecting Administrative Expense Claimant" shall not include: (i) Waterfall Income Partners, (ii) Restart Partners, L.P., (iii) Restart Partners, II, L.P., (iv) Restart Partners, III, L.P., (v) Restart Partners, IV, L.P., (vi) Restart Partners, V, L.P., (vii) Endowment Restart LLC, (viii) MWV Separate Account Alpha LLC, (ix) MWV International, Ltd., (x) Burns and McDonnell Engineering Company, Inc., and (xi) Holders of Executory Contract Cure Reserve Claims.

4. Tosco's Objection is hereby withdrawn with prejudice, based on Tosco's entitlement to the treatment set forth in Paragraph 3 above.

5. The Debtors shall provide prompt written notification to Tosco's undersigned counsel of any agreement to pay any Objecting Administrative Expense Claimant either at a date earlier than, or in a proportion in excess of, the amount paid to Tosco on account of the Tosco Allowed Claim, on or before the entry of an order confirming the Plan, and if any such agreement is made after the entry of such order, then if and when such agreement is made. Tosco shall provide prompt written notification to the Debtors or the Plan Administrator of Tosco's desire to exercise its entitlement to the treatment set forth in Paragraph 3 above.

So Ordered: _____ This ___ day of 2002.

United States Bankruptcy Court

TOSCOPETRO CORPORATION

By: Mark A. Speiser
Dated: April 9, 2002

STROOCK & STROOCK & LAVAN L.L.P.
Mark A. Speiser, Esq.
Harold Olsen, Esq.
180 Maiden Lane
New York, New York 10038
Telephone: (212) 806-5400
Facsimile: (212) 806-6006
mspeiser@stroock.com
holsen@stroock.com

Counsel for Toscopetro Corporation

THE DEBTORS AND THE DEBTORS IN POSSESSION
By: Marc J. Carmel
Dated: Apr. 9 2002

KIRKLAND & ELLIS
James H.M. Sprayregen, Esq.
David R. Seligman, Esq.
Marc J. Carmel, Esq.
200 East Randolph Drive
Chicago, Illinois 60601
Telephone: (312)861-2000
Facsimile: (312)861-2200

and

PACHULSKI, STANG, ZIEHL, YOUNG & JONES
Laura Davis Jones (Bar No. 2436)
Bruce Grohsgal (Bar No. 3583)
919 North Market Street, Sixteenth Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705
(Courier 19801)
Telephone: (302)652-4100
Facsimile: (302)652-4400

Co-Counsel for the Debtors and the Debtors in Possession