

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
)	
TRANS WORLD AIRLINES, INC., <u>et al.</u> ,)	No. 01-0056 (PJW)
)	
Debtors.)	Jointly Administered
)	

**OBJECTION OF SHREVEPORT AIRPORT AUTHORITY
TO TWA, INC.'S MOTION TO SET CURE AMOUNTS**

NOW COMES Shreveport Airport Authority (“SAA”), by its counsel, to object to the Motion of TWA, Inc. (“TWA” or “Debtors”) Post Confirmation Estate for Entry of an Order (A) Setting the Cure Amount for the Assumed Executory Contracts and Unexpired Leases, (B) Authorizing the Estate to Pay Such Cure Amount in Full, Final and Complete Settlement and (C) Expunging the Counterparties’ Claims Filed on Account of the Assumed Contracts (the “Motion”). Specifically, SAA objects only insofar as the Motion lists an incorrect cure amount as to SAA. In support of its objection, SAA states as follows:

Background

1. The Debtors, by way of an Airline/Airport Use and Lease Agreement (the “Lease”), hold a leasehold interest in certain real property located in Shreveport, Louisiana (the “Property”). The Lease covers passenger terminal and common airport facilities.
2. On January 10, 2001 (the “Petition Date”), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.
3. The Debtors issued a Notice of Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases on March 21, 2001 (“Notice”). That Notice listed a

cure amount for the SAA Lease as \$119,861.06. *See* Notice which is attached hereto as Exhibit A.

4. On April 9, 2001, TWA sold substantially all of the assets of the bankruptcy estate to TWA Airlines LLC, a subsidiary of American Airlines, Inc.

5. On or about May 25, 2001, SAA received correspondence from Debtors (1) advising that their cure amount was disputed (2) instructing SAA to forward all invoices that support the cure amount to Debtors and (3) advising SAA to file a proof of claim.

6. SAA responded to Debtors on June 5, 2001 by forwarding copies of all outstanding invoices totaling \$148,121.04.

7. On or about July 30, 2001, SAA submitted a Proof of Claim, in the amount of \$196,735.53, which included additional unpaid amounts due to SAA for obligations under the Lease. *See* Proof of Claim which is attached hereto as Exhibit B.

8. On August 31, 2001, SAA was informed by Jim Miller, a bankruptcy services representative for the Debtors, that the SAA Lease had been assumed and that TWA was in the process of contacting each party on the list of assumed leases for the purpose of attempting to reconcile the amount of each claim. SAA has never been contacted for that purpose.

9. On January 3, 2003, Debtors filed a motion to set the cure amount for the assumed executory contracts and unexpired leases. Exhibit A to the Motion lists a cure amount of \$11,615.37 for the Lease.

CURE OBJECTION

10. The correct Cure Amount is \$196,735.53 (“Cure Amount”). The Cure Amount is calculated and based on amounts due and owing both pre- and post-petition and is as follows:

Outstanding Lease Obligations	\$176,735.53
Outstanding PFC	\$20,000.00 (estimated)
Total:	\$196,735.53

WHEREFORE, SAA objects to the cure amount set forth in the Motion and moves this Court to establish the required cure amount reflecting the full amount due under the Lease of \$196,735.53, and to grant such other and further relief as is just.

Dated: January 22, 2003

ELZUFON AUSTIN REARDON
TARLOV & MONDELL PA

/s/ Renee D. Veney

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CERTIFICATE OF SERVICE

I, Renee D. Veney, hereby certify that on January 22, 2003, service of the foregoing *Objection of Shreveport Airport Authority to TWA, Inc.'s Motion to Set Cure Amounts* was made on the below named parties via electronic service and first class mail postage prepaid.

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