

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: )  
)  
) Chapter 11  
TWA INC. POST CONFIRMATION ESTATE, )  
) Case No. 01-0056 (PJW)  
Debtor. )

Hearing Date: September 19, 2005 at 11:30 a.m. EST  
Response Due: September 9, 2005 at 4:00 p.m. EST

**RESPONSE OF WORLD MARKETING SERVICES, INC.  
IN OPPOSITION TO THE TWA INC. POST CONFIRMATION ESTATE'S  
THIRTY-SECOND SUBSTANTIVE OMNIBUS OBJECTION TO CLAIMS**

WORLD MARKETING SERVICES, INC. ("WMS"), holder of Claim No. 191600, by and through its counsel, FOX ROTHSCHILD LLP, responds in opposition to the TWA Inc. Post Confirmation Estate's Thirty-Second Substantive Omnibus Objections to Claims (the "Thirty-Second Omnibus Objection") as set forth below:

1. On July 29, 2005, the TWA Inc. Post Confirmation Estate (the "Estate") filed with the Court and served upon WMS the Thirty-Second Omnibus Objection and the notice of hearing for an order approving the Thirty-Second Omnibus Objection, with a hearing date and time of September 19, 2005, at 11:30 a.m. and a response deadline of September 9, 2005, at 4:00 p.m.
2. On Exhibit A of the Thirty-Second Omnibus Objection the Estate listed claims for which it has no liability according to its books and records. *See*, paragraph 10(a) of the Thirty-Second Omnibus Objection.

3. On line 23 of Exhibit A of the Thirty-Second Omnibus Objection, the Estate identified WMS's Proof of Claim as Claim No. 191600 in the amount of \$34,648,766.00 (the "Claim"), and objected to the Claim as follows:

Claim of damages for breach of agreement. Agreement was terminated by the Estate in accordance with its terms.

A copy of the Claim is attached hereto as Exhibit "A".

4. On or about October 5, 1998, Trans World Airlines, Inc. ("TWA") entered into a letter agreement with WMS, TWA Agreement No. 9752729, in which TWA agreed, among other terms, to continue its participation with WMS by providing inventory via the CRS (computerized reservation system) to WMS at the prices, terms, restrictions and commission levels set forth in the letter agreement and the terms and conditions attached to and incorporated in the agreement. The agreement and the terms and conditions will be referred to jointly as the "Agreement". A copy of the Agreement is attached hereto as Exhibit "B".

5. On or about February 3, 1999, TWA and WMS executed an addendum to the Agreement (the "1999 Addendum"). A copy of the 1999 Addendum is attached hereto as Exhibit "C".

6. On or about February 24, 2000, TWA and WMS executed another addendum to the Agreement (the "2000 Addendum"). A copy of the 2000 Addendum is attached hereto as Exhibit "D".

7. Pursuant to the terms of the 2000 Addendum, the effective date of the Agreement was October 6, 1997 and the termination date was December 31, 2003.

8. On January 10, 2001, TWA filed with the Court a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

9. On or about March 23, 2001, TWA informed WMS by letter of its intent to cancel and terminate the Agreement on April 4, 2001. A copy of the letter dated March 23, 2001, is attached as Exhibit "E".

10. On or about May 17, 2001, WMS filed with the Court its Claim based on damages caused by TWA's unilateral termination of the Agreement.

11. WMS disputes the Estate's allegation that the Agreement was terminated "pursuant to its terms" and contends that the termination was a violation of the Agreement that caused WMS substantial damages to its business operations in the loss of sales and commissions.

12. WMS requests an evidentiary hearing at which it may prove its Claim.

13. WMS requests that the Court direct the Estate and WMS to provide it with an agreed upon Scheduling Order regarding any discovery the parties may wish to make prior to an evidentiary hearing on the Objection and the response of WMS to the Objection.

(CONTINUED ON THE NEXT PAGE)

WHEREFORE, World Marketing Services respectfully requests that the Court enter an Order granting an evidentiary hearing on the Objection and the response of WMS to the Objection, directing the Estate and WMS to provide the Court with an agreed upon Scheduling Order regarding any discovery the parties may wish to make prior to the hearing, and granting such other relief as is just.

**FOX ROTHSCHILD LLP**

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Dated: September 6, 2005