

DAVIS POLK & WARDWELL
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 450-6539
John Fouhey (JF 9006)
Marshall S. Huebner (MH 7800)
Benjamin S. Kaminetzky (BK 7741)

Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

----- x
In re: :
DELTA AIR LINES, INC., et al., : **Chapter 11 Case No.**
: **05-17923 (ASH)**
: **(Jointly Administered)**
Debtors. :
: :
----- x

**FIRST SUPPLEMENTAL NOTICE RELATED TO DEBTORS' MOTION
PURSUANT TO SECTION 363 OF THE BANKRUPTCY CODE FOR
AUTHORITY TO ENTER INTO AMENDMENTS TO PILOT WORKING
AGREEMENT WITH AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

This First Supplemental Notice relates to the Debtors' Motion Pursuant to Section 363 of the Bankruptcy Code for Authority to Enter into Amendments to Delta's Pilot Working Agreement with the Air Line Pilots Association, International filed by the Debtors on May 9, 2006 (the "**Section 363 Motion**").¹

Although LOA #51 was publicly available on the Internet prior to the date the Debtors filed the Section 363 Motion, the Debtors had intended to attach a copy of LOA

¹ Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Section 363 Motion.

#51 to the Section 363 Motion as Exhibit A thereto. The Debtors inadvertently failed to do so, and no party in interest contacted the Debtors regarding the omission until one party did so on Saturday, May 13, 2005.

Having now been made aware of their previous omission, the Debtors attach a copy of LOA #51 as Exhibit A hereto.²

Dated: New York, New York
March 15, 2006

By: /s/ Marshall S. Huebner
John Fouhey (JF 9006)
Marshall S. Huebner (MH 7800)
Benjamin S. Kaminetzky (BK 7741)
DAVIS POLK & WARDWELL
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 450-6539

Attorneys for Debtors and
Debtors in Possession

² The version of LOA #51 attached hereto is the most recent version thereof; however, in accordance with usual practice, the language of certain provisions remains subject to further clarification.

Exhibit A

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Bankruptcy Restructuring Agreement

This BANKRUPTCY RESTRUCTURING AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, and Section 1113 (c) of the United States Bankruptcy Code, by Delta Air Lines, Inc. (“the Company”) and the Air Line Pilots Association, International (“the Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots signed June 21, 2001, and subsequently amended (“Pilot Working Agreement” or “PWA”), and

WHEREAS the Association has granted significant concessions, including those in Letter of Agreement #46 that were effective December 1, 2004, and Letter of Agreement #50, effective December 15, 2005 and

WHEREAS the financial state of the Company is such that it has requested, and the Association has agreed to provide, additional concessions as part of a complete bankruptcy restructuring,

WHEREAS the process by which Letter of Agreement #46 and all previous versions of the PWA are incorporated into a single document is not complete, and

WHEREAS the parties recognize that unintended inconsistencies between this Bankruptcy Restructuring Agreement and certain provisions of Letter of Agreement #46 and previous versions of the PWA will become apparent and will require reconciliation,

NOW THEREFORE, the Company and Association agree:

A.

Purpose of Agreement

This Bankruptcy Restructuring Agreement provides for changes to the PWA as specified herein. These changes are effective June 1, 2006 unless a different date is specified below, provided that neither this Bankruptcy Restructuring Agreement nor Bankruptcy Protection Covenant will be effective until the 363 Order (as defined in the Bankruptcy Protection Covenant) is entered.

B.

No Change to PWA Except as Stated

Except as specified in this Bankruptcy Restructuring Agreement, this Bankruptcy Restructuring Agreement does not change any term of the PWA or any term of any welfare and retirement plan under the PWA.

C.

Section 1
SCOPE

Amend ***Section 1 B. 17. c.*** to read and add a new ***Section 1 B. 17. d. and e.*** as follows:

- c. one of up to 200 jet aircraft configured with 51-70 passenger seats and certificated in the United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-seat jets”).
- d. beginning January 1, 2007 one of up to the number specified in the chart below jet aircraft configured with 71-76 passenger seats and certificated in the United States with a maximum gross takeoff weight of 86,000 pounds or less (“76-seat jets”). The number of 76-seat jets may be increased above the number specified in the chart below by three 76-seat jets for each aircraft above the number of aircraft in the fleet operated by the Company (in service, undergoing maintenance and operational spares) as of January 1, 2007. The number and type of aircraft in the fleet on January 1, 2007 will be provided to the Association in writing no later than January 15, 2007. Such a report will also be provided to the Association at the scheduled quarterly financial update. The number of 70-seat jets plus 76-seat jets permitted by ***Section 1 B. 17.*** may not exceed 200. Once the number of permitted 76-seat jets is established, it will not be reduced except as provided in the Note below.

<i>Year</i>	<i>Permitted 76-seat Jets</i>
-------------	-------------------------------

2007	15
2008 and beyond	30

Note: If a pilot on the seniority list as of June 1, 2006 (*i.e.*, Troy Kane and above) is placed on furlough after April 13, 2006, the Company will convert all 76-seat jets for operation as 70 seat jets.

- e. A carrier that operates any of the 70- or 76-seat jets not being operated as of November 1, 2004, may do so only if that carrier and the Company have agreed to terms for a preferential hiring process for pilots furloughed by the Company (*i.e.*, a pilot furloughed by the Company will be given preferential hiring at a Delta Connection Carrier if he completes all new hire paper work, meets all new hire airman and medical qualifications, satisfies background checks and successfully completes an interview). The Company will offer preferential interviews for employment to airmen employed by a Delta Connection Carrier that offers preferential hiring to furloughed pilots in accordance with this paragraph, subject to the Company's objectives for diversity and experience among newly hired pilots. A pilot hired by a Delta Connection Carrier operating any of the 70 or 76-seat jets not being operated as of November 1, 2004 will not be required to resign his Delta seniority number in order to be hired by such carrier.

Delete **Section 1 E.**

Delete **Section 1 F. 2. – 4.**

Amend **Section 1 H. 2.** to read:

- 2. The provisions in **Section 1 H. 1.** will not apply if the transaction that constitutes a “change in control” consists solely of a corporate form restructuring that creates a parent holding company of the Company, whose shareholders and Board of Directors at the closing of the transaction are substantially the same as the shareholders and Board of Directors of the Company immediately preceding the transaction. The provisions in **Section 1 H. 1.** also will not apply to a transaction during the Company's Chapter 11 reorganization or to a plan of reorganization resulting in emergence from Chapter 11. Exception: If, as a result of a transaction during the Company's Chapter 11 reorganization or plan of reorganization resulting in emergence from Chapter 11, the acquiring entity is an air carrier or controls or is controlled by an air carrier, the Association will have the right in its sole discretion upon written notice to the Company, within 60 days of receiving written notice of the change in control, to extend the duration of this PWA for one, two or three years, at the Association's option, past the amendable date, with 3% annual wage increases on the amendable date and on the subsequent anniversary date(s) of the amendable dates, if applicable.

Amend **Section 1 J. 2.** to read:

2. No pilot on the seniority list as of July 1, 2001 will be placed on furlough if the staffing at the time of notice or at time of furlough is less than the PBS Staffing Formula (*Section 22 C.*) for any position.

Amend *Section 1 M. 5.* to read:

5. The Company will not award any form of compensation to any management employee specifically as a result of the successful completion of the negotiation of Letters of Agreement 46, 50, or 51. Any value derived from concessions granted in any of those letters of agreement may not be specifically considered or used in any way to calculate the compensation of any management employee. The Company may award compensation pursuant to incentive compensation plans or policies based on the Company's financial performance generally without regard to the specific concessions in these letters of agreement.

Amend *Section 1 P. 4.* to read:

4. Absent consent of the MEC Chairman, Delta will not permit its code to be placed on AS flight segments between the State of Alaska and the mainland United States in a bid period immediately following a period of twelve consecutive bid periods in which the total number of scheduled Delta flight segments between the State of Alaska and the mainland United States was less than 1419.
 - a. If Delta is in breach of the limitations in *Section 1 P. 4.*, in a bid period, it will remove its code from all AS scheduled flight segments in the next bid period between the State of Alaska and the mainland United States.
 - b. Delta will be excused from compliance with *Section 1 P. 4.* and *4. a.* if the cause for such non-compliance was a "circumstance over which the Company does not have control" as defined in *Section 1 B. 2.*

D.

Section 2
DEFINITIONS AND GLOSSARY

Section 2 of the PWA will be modified to include all applicable definitions.

E.

Section 3
COMPENSATION

Add *Section 3 A. 10.* (new):

10. "Operating margin" means, for any calendar year, the ratio of the Company's consolidated operating income to the Company's consolidated revenues. The Company's consolidated operating income and consolidated revenues will be

calculated in accordance with Generally Accepted Accounting Principles in the United States and as reported in the Company's public securities filings except that operating income will exclude: (a) all restructuring charges and expenses related to the Company's Chapter 11 cases, (b) all asset write downs related to long term assets, (c) gains or losses with respect to employee equity securities and (d) non-cash gains or losses with respect to extraordinary, one-time or non-recurring events.

Add **Section 3 A. 11.** (new definition applicable to Profit Sharing Plan):

11. "Pre-tax income" means, for any calendar year, the Company's consolidated pre-tax income calculated in accordance with Generally Accepted Accounting Principles in the United States and as reported in the Company's public securities filings but excluding: (a) the line item entitled "Reorganization Items, Net" as reported in the statement of income, (b) all asset write downs related to long term assets, (c) gains or losses with respect to employee equity securities, and (d) non-cash gains or losses with respect to extraordinary, one-time or non-recurring events.

Amend pay tables in **Section 3 B. 1.** to:

1. a. Effective June 1, 2006, composite hourly pay rates will be as follows:

[Insert a pay table for 2006 that sets forth composite hourly pay rates that are reduced 14% from the composite hourly pay rates that were in effect on December 14, 2005.]

- b. Effective January 1, 2007, composite hourly pay rates will be as follows:

[Insert a pay table that sets forth composite hourly pay rates that are increased 1.5% from the composite hourly pay rates effective June 1, 2006.]

- c. Effective January 1, 2008, composite hourly pay rates will be the greater of the following:

- 1)

[Insert a pay table that sets forth composite hourly pay rates that are increased 1.5% from the composite hourly pay rates effective January 1, 2007]

, or

- 2) the composite hourly pay rates determined by increasing the January 1, 2007 composite hourly pay rates by 0.5% for each 0.25% that operating margin for 2007 exceeds 6.0%.

- d. Effective January 1, 2009, composite hourly pay rates will be the greater of the following:

1)

[Insert a pay table that sets forth composite hourly pay rates that are increased 1.5% from the composite hourly pay rates that are contained in *Section 3 B. 1. c. 1)* above]

, or

2) the composite hourly pay rates determined by adjusting the composite hourly pay rates effective January 1, 2008 by 0.5% for each 0.25% that operating margin for 2008 is above or below 6.0%.

Note: Excluding the pay rate increase in *Section 3 B. 1. e.*, increases to composite hourly pay rates will not exceed 6% in any year.

e. Effective December 31, 2009, composite hourly pay rates will be increased by 1.0%.

Examples:

Assume a starting composite hourly rate of \$100.00.

Example 1:				
2007 OM:		8.0%		
2008 OM:		8.0%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	4.0%	105.56	105.56
2009	104.57	4.0%	109.78	109.78

Example 2:				
2007 OM:		6.5%		
2008 OM:		8.0%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	1.0%	102.52	103.02
2009	104.57	4.0%	107.14	107.14

Example 3:				
2007 OM:		8.0%		
2008 OM:		5.5%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50

2008	103.02	4.0%	105.56	105.56
2009	104.57	-1.0%	104.50	104.57

Example 4:				
2007 OM:		5.0%		
2008 OM:		8.3%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	-2.0%	99.47	103.02
2009	104.57	4.5%	107.66	107.66

Establish 12 year Captain rate of \$95.70 for EMB-190 and/or CRJ-900 subject to adjustment in accordance with **Section 3 B. 3.**

Establish 12 year Captain rate of \$112.50 for EMB-195 subject to adjustment in accordance with **Section 3 B. 3.**

Amend **Section 3 B. 2.** pay tables accordingly.

Note: The adjusted pay tables will be distributed electronically by the Company as soon as practicable after each adjustment date. The Company will review each such adjusted pay table with the Association prior to distribution.

Amend **Section 3 B. 5., Note** to read:

Note: Base pay rates for non-pilot U.S.-based workgroups will only be considered to have increased to the extent they exceed the rates in effect on January 1, 2006. Should an increase for non-pilot U.S.-based workgroups exceed the base pay rates in effect on January 1, 2006, then only the percentage by which such an increase exceeds the applicable January 1, 2006 base pay rates will be considered in the calculation of the percentage increase that may be applied to pilots' composite hourly rates.

Amend **Section 3 B. 9.** to add **Exception** to read:

Exception: Each year, the bonus or lump sum due a pilot under this provision will be decreased by the annual hourly pay received by the pilot attributable to the increase in composite hourly pay rates set forth in **Section 3 B.** For example, if a pilot is otherwise entitled to a \$2000 bonus under this provision for 2008 and he received a 2.0% increase in composite hourly pay rates in 2008 that equaled \$1600 in annual earnings, he would receive \$2000 minus \$1600 or \$400.

Amend **Section 3 C.** to read:

C. International Pay is:

Captain	\$5.00
First Officer	\$3.00

Delete **Section 3 D.**

Amend **Section 3 H.** (Profit Sharing Plan applicable to pilot and non-pilot employees of the Company) to add:

Provide 15% payout at first dollar of pre-tax income; 20% payout on pre-tax income over \$1.5B.

Amend **Section 3 H.** (Stock Option Plan) to add:

Recognize termination of previously-issued stock options except for those not issued to pilots as of February 1, 2006. Recognize that any forfeited options, not reissued under the terms of the Plan before emergence from Bankruptcy, become null and void.

Amend **Section 3 H.** (Equity Securities) to add:

Provide equity securities to Delta pilots in accordance with Attachment 28-1.

F.

**Section 5
LODGING AND EXPENSES**

Amend **Section 5 B.** to read:

Domestic per diem:	\$1.85
International per diem:	\$2.40

Amend **Section 5 E. 9.** to read, renumber current **5 E. 9.** as **5 E. 10.:**

9. Branded Hotels.

In all domestic markets, the preference for a layover hotel will be a branded hotel that is affiliated with a national chain.

- a. The MEC Hotel Committee may, at its discretion, conduct quarterly reviews of each domestic hotel that is not affiliated with a national chain (non-brand hotel). If as a result of such review, the MEC Hotel Committee determines that a non-brand hotel is not able to provide acceptable accommodations, the Company will conduct a new analysis of that market within 45 days and present its findings to the MEC Hotel Committee in order to receive their input. This process is intended to result in the selection of mutually acceptable lodging accommodations.

- b. In all contracts for domestic hotels entered into on or after July 1, 2006, the Company will include a clause in the hotel contract that provides the right to terminate the contract in the event the hotel ends its affiliation with a national chain.

G.

**Section 6
RELOCATION BENEFITS**

Amend definition of “eligible pilot” to add a new *Section 6 A. 2. f.* to read:

- f. provided:
 - 1) he actually moves his household goods and personal effects to a new permanent residence that is within a 125 straight-line statute mile radius of the airfield reference point at his new base; and
 - 2) his current permanent residence is not within such radius; and
 - 3) he actually establishes his home at his new permanent residence; and
 - 4) his new permanent residence is at least 50 straight-line statute miles closer to the airfield reference point at his new base than is the permanent residence address from which he is relocating; and
 - 5) he agrees to repay the Company for such relocation benefits if, within 24 months of the conversion that entitled him to receive such relocation benefit, he:
 - a) converts into a position at another base as the result of an advance entitlement; or
 - b) relocates to another permanent residence outside such radius, without changing bases.

(Delete current Note associated with *Section 6 A. 2.*)

Add the following Note following *Section 6 A. 2.*:

Note: A pilot will remain eligible under the relocation provisions of Letter of Agreement #46 if he has not forfeited or does not forfeit his eligibility for such relocation benefits, and if, prior to June 1, 2006:

- 1. he became an eligible pilot because of his conversion, or recall from furlough, or
- 2. he was awarded an AE, VD or MD that upon his conversion would have rendered him eligible for relocation benefits.

Delete *Section 6 B. 1. a. 2)*

Delete *Section 6 B. 1. d., f., g., & h.*

Amend *Section 6 B. 1. e.* to add a 3) to read:

- 3) he contacts Relocation Services in writing to allow them to negotiate the lease cancellation. If he does not do so, the lease cancellation charges will not be reimbursed.

Delete *Section 6 B. 1. i. 3)*

Amend *Section 6 B. 1. k.* to increase \$500 allowance to \$2000

H.

Section 7
VACATIONS

Amend *Section 7 A. 5.* as follows:

Effective April 1, 2007, replace 3:15 with 3:00 each time it appears.

Effective April 1, 2007, amend the chart in *Section 7 B. 1. a.* as follows:

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours Effective 4/1/07
1 - 5	2 weeks	42:00
6 - 11	3 weeks	63:00
12 - 18	4 weeks	84:00
19 or more	5 weeks	105:00

Effective April 1, 2007, amend the chart in *Section 7 B. 1. b.* to reflect a value of 3:00 hours per vacation day.

Add new *Section 7 F. 10.* to read:

10. Based on operational necessity as reasonably determined by the Company, the Company may proffer to liquidate a vacation period(s) in a category following notification to the MEC Scheduling Committee Chairman. This proffer may be made no earlier than sixty days prior to the affected bid period.

I.

Section 9
MISCELLANEOUS FLYING

Amend *Section 9 B. 2.* to read:

2. An administrative pilot may fly a rotation or portion of a rotation that is removed

from open time. The pilot(s) who would otherwise have performed such flying will not receive pay protection if such rotation:

- a. was removed from open time within 96 hours of report, and
- b. was available for at least one PCS run.

Exception: If such rotation is in same day or next day open time, then a PCS run is not required.

J.

Section 11
TRAINING

Amend ***Section 11 B. 9.*** to read:

9. A pilot will receive one minute of pay for every three minutes (as determined by run time) of distributed training. In the event run time cannot be determined by starting the program and running it to completion, the run time will be established by a panel of five pilots who are mutually acceptable to the Company and the MEC Training Committee Chairman. The panel will be timed as they complete the distributed training material and after discarding the high and the low completion time, the remaining three completion times will be averaged to determine the run time.

Amend ***Section 11 E. 3.*** to read:

3. Distributed training, including examinations, will be developed with the input of the MEC Training Committee, who will be invited to attend the first meeting concerning course development for the following CQ cycle. The course materials will be provided to the MEC Training Committee Chairman allowing sufficient time for review prior to Company initial submission to the FAA for approval.

K.

Section 12
HOURS OF SERVICE

Amend ***Section 12 A. 19. b. 1)*** to add an exception to read:

Exception: Flight segments to/from Hawaii will have a 60 minute report.

Add ***Section 12 R.*** (new) to read:

The Company will display the following limitations in DBMS:

- 30 hours/7 days
- 120 hours/30 days
- 300 hours/90 days
- Block hour limits
- 100 hours/month

1000 hours/year
 1000 hours/12 months
 32 hours/7 days

L.

**Section 14
 SICK LEAVE**

Amend **Section 14 D. 1. a.** table and add **Note**:

“9th and thereafter” Sick Leave Credit Hours are 240, delete 10th-20th and 21st and thereafter.

Note:

For the transition year beginning June 1, 2006, a pilot’s sick leave credit hours will be the lesser of:

- a. his sick leave credit hours shown in the chart above, except that his “year of employment” will be the number of years the pilot will complete on his next employment anniversary that occurs after June 1, 2006,

or

- b. his sick leave credit hours as determined by the following formula:

$$[A \times (1-B)] + [A \times C]$$

Where:

A = A pilot’s sick leave credit hours determined in accordance with **Section 14 D.**

1. a. Note

B = The number of sick leave credit hours used by a pilot in his current employment year as a percentage of the total sick leave credit hours available to that pilot.

C = The number of days from the first day of the pilot’s employment year through June 1, 2006, divided by 365.

Amend **Section 14 D. 1. b.** to add the following chart .

If a pilot is recalled from furlough, or is newly employed in the month below:	He will be allocated the following percentage of annual sick leave credit hours from Section 14 D. 1. a. for the remainder of that sick leave year
June	100%
July	91.7%
August	83.3%
September	75%
October	66.7%
November	58.3%
December	50%

January	41.7%
February	33.3%
March	25%
April	16.7%
May	8.3%

Amend **Section 14** to add new **Section 14 D. 3.**:

3. A pilot will be eligible for up to 240 sick leave credit hours at 100% of his composite hourly pay (full pay hours) during a three rolling year period, to the extent of his available sick leave credit hours.

Amend **Section 14** to add new **Section 14 D. 4.**:

4. Subject to **Section 14 D. 1. b.** and **c.**, a pilot who becomes disabled after June 1, 2006 will have his sick leave credit hours at full pay restored when he returns from disability. A pilot may use this provision once in his career.

Amend **Section 14 E. 1.** to read:

1. While eligible, and subject to **Section 14 E. 4.** and **5.** . . .

Amend **Section 14 E. 2.** to read:

2. A regular pilot who is removed from a rotation due to his unanticipated sickness and during the period in which such rotation was scheduled to operate, advises the Company of the date on which he will be well, may white slip, GS or GSWC a rotation(s) that is scheduled to operate after he is well. If he is awarded such white slip, GS or GSWC, he will receive sick leave pay and credit (subject to **Section 14 E. 4.** and **5.**) only for the portion of such removed rotation that operated prior to the day of the report of such white slip, GS or GSWC rotation.

Amend **Section 14 E. 3.** to read:

3. Sick leave credit hours that are paid and credited to a pilot will be simultaneously deducted from such pilot's available sick leave credit hours, on a one-for-one basis, regardless of the percentage at which they are paid (full or 75%).

Amend **Section 14 E.** to add new **Sections 14 E. 4.** and **5.** and renumber subsequent paragraphs:

4. Subject to **Section 14 D. 1.**, a pilot is eligible for up to 240 sick leave credit hours at full pay during each three rolling year period measured as of the first day of each twelve month period beginning in June 2006 (three-year period), to the extent of his available sick leave credit hours. Once a pilot has used all of his sick leave credit hours at full pay in any three-year period, any remaining sick leave credit hours used during the remainder of the three rolling year period will be paid at a rate of 75% of his composite hourly pay

rate. Full pay hours are always used before 75% pay hours.

Example one: Pilot in his 2nd year of employment is eligible for 75 sick leave credit hours. Therefore, 75 hours is all he is eligible to use in the first year of this 3-year period. All 75 hours will be paid at full pay. If he uses all of his 75 hours in the first year, then he would be eligible for 165 (240-75) sick leave credit hours at full pay in the remaining 2 years of the 3-year period.

Example two: Pilot in his 16th year of employment is eligible for 240 sick leave credit hours. Therefore, he is eligible for all 240 sick leave credit hours at full pay in the first year of his 3-year period. If he used all 240 sick leave credit hours at full pay in the first year of his 3-year period, he would not have any remaining sick leave credit hours at full pay in year two or three of the 3-year period. He would be eligible for 240 sick leave credit hours at 75% of pay in both year two and year three.

Example three: Pilot is in his 12th year of employment is eligible for 240 sick leave credit hours. Pilot uses 35 sick leave credit hours at full pay in the first year of the 3-year period, and therefore he is eligible for 205 sick leave credit hours at full pay for the remainder of the 3-year period. This pilot then uses 180 sick leave credit hours at full pay in year 2 of the 3-year period. He then is eligible for 25 sick leave credit hours at full pay in year 3. If he exceeds 25 sick leave credit hours at full pay in year 3, any additional sick leave will be paid at 75% of his composite hourly pay rate, up to the amount of his remaining sick leave credit hours. As the pilot commences year 4, the 35 sick leave credit hours at full pay used in year 1 will again be available to him at full pay. As he commences year 5, the 180 sick leave credit hours at full pay, used in year 2 will again be available to him at full pay.

5. All pilots on active payroll status on June 1, 2006 will begin a new sick leave year on that date and such year will end on May 31, 2007. Thereafter, each sick leave year begins on June 1.

M.

Section 21
FURLOUGH AND RECALL

Delete ***Section 21 B. 8.***

N.

Section 23
SCHEDULING

Amend ***Section 23 C. X.*** to read:

19. Effective April 1, 2007, “Targeted line value” (TLV) means an hour value in a range of 74-79 hours (inclusive) on a rolling 12 bid period basis. Such value will be determined by Crew Resources.

Amend *Section 23 Y. 3. a.* to read:

- a. show adequate actual seat availability within 24 hours of the departure, considering the pilot’s seniority and the normal load factor of the flight; or, on which the pilot has a jumpseat reservation.

O.

Section 24
GENERAL

Amend *Section 24 D. 4.* to read:

4. The Company will commence discussions with Alaska, Continental and Northwest Airlines, with the goal of achieving a reciprocal “Jumpseat Flow Back” program with each such airline. Not later than January 1, 2007, the Company will commence discussions with US Airways and United Airlines with the goal of achieving a reciprocal “Jumpseat Flow Back” program with each such airline.

Amend *Section 24 D.* to add new **6.**:

6. On a flight on which a flight attendant jumpseat will not be occupied by a Delta flight attendant (working or not), a pilot may occupy that jumpseat if no other seats are available onboard the aircraft.

Amend *Section 24 J. 3.* to add a new **n.** to read as follows:

- n. Pilot members of the FOQA monitoring team while participating on the FOQA monitoring team.

Amend *Section 24 J. 5.* to add a note to read:

Note: *Section 24 J. 5.* will not apply to ALPA FOQA monitoring team members.

Amend *Section 24 L. 2.* to add a note to read:

Note: The Company may charge a yearly pass usage fee that will be the same charge as for other employees, but will not exceed \$50 per year per primary pass rider.

Add *Section 24 U.* (new):

The Company will provide a Company email address for each pilot. Such email address will not be used by the Company for any communication that the pilot is required to acknowledge or for which he will be held accountable for knowing.

The parties agree to the Recovery Compact specified in Attachment 24-1.

Synch all PWA language in LOA 46, previous versions of the PWA, other existing LOAs, the Incorporation Language and this Letter of Agreement.

P.

Section 25

MEDICAL, DENTAL, OPTIONAL LIFE AND ACCIDENT INSURANCE BENEFITS

Review each reference to a “pilot” in ***Section 25*** and, if and as required by the context, modify to refer also to a “retired pilot” and/or “former pilot.”

Amend ***Section 25 A.*** to add “and the No Coverage Option” in the parenthetical at the end of the definition of “Delta Family Care Medical Plan”.

Amend ***Section 25 C.*** “Medical and Dental Benefits for Pilot Retirees Who Were Hired On or Before November 11, 2004,” with respect to medical and dental benefits under the Delta Pilots Medical Plan to provide that a retired pilot’s cost between his 60th birthday and until he is eligible for Medicare will be 51% of the base premium in any case where the percentage is currently lower than 51%, until the retired pilot is eligible for Medicare. Upon the retired pilot’s eligibility for Medicare, the retired pilot will be provided “access only” post-retirement medical and dental coverage, with 100% of the base premium paid by the retired pilot throughout retirement, with no subsidies or Company contribution. Note: See ***Section 25 S.***

Amend ***Section 25 D.*** “Survivors Medical and Dental Coverage for Survivors of Pilots Who Were Hired Before November 11, 2004,” with respect to medical and dental benefits under the Delta Pilots Medical Plan to provide that a survivor’s cost between the date the pilot would have attained age 60 and until the date the pilot would have been eligible for Medicare will be 51% of the base premium in any case where the percentage is currently lower than 51%. On and after the date the pilot or retired pilot would have reached eligibility for Medicare, the survivors will be eligible for “access only” medical and dental coverage, with 100% of the base premium paid by the survivor, with no subsidies or Company contribution. Note: See ***Section 25 S.***

Add a new ***Section 25 S.*** to provide:

The Company will provide a COBRA election upon retirement to a pilot and his eligible family members who are enrolled in coverage at that time. The Company will also provide a COBRA election to a survivor of a pilot who dies prior to retirement at the time the pilot would have reached age 60, if such survivor is enrolled in coverage at that time. Such COBRA election will provide the retired pilot, eligible family members and survivor with the coverage options that are then currently available under the DPMP and

DFCMP. If COBRA coverage is elected, the full COBRA premium is required. At the end of the maximum COBRA period, the retired pilot or survivor will be extended an election to enroll in retiree or survivor coverage under the DPMP or DFCMP (including the no coverage option) based on his benefit zip code and age (pre or post Medicare) and will be required to pay the applicable retiree or survivor premium for such coverage in accordance with *Section 25 C.* or *D.* as if he had never elected COBRA coverage.

In the event the Delta Pilots Retirement Plan terminates and the regulations governing the Health Coverage Tax Credit under Section 35 of the Internal Revenue Code (HCTC) change or the interpretation changes, the Company and the Association will meet to discuss necessary modifications, if any, to such COBRA continuation coverage or retiree medical and dental coverage that are designed to achieve additional savings for the Company, at no additional cost to retired pilots, former pilots and their survivors, through application of the HCTC. Such modifications will comply with all applicable law and regulation.

Amend each benefit plan in which pilots participate to provide that a participant's designation of a beneficiary under such plan applies only to benefits under that plan.

Synch *Section 25* as necessary to reflect all above changes.

Q.

Section 26

RETIREMENT, BASIC LIFE INSURANCE, DISABILITY AND SURVIVOR BENEFITS

Review each reference to a "pilot" in *Section 26* and, if and as required by the context, modify to refer also to a "retired pilot" and/or "former pilot."

Amend *Section 26 J. 5.* to read:

5. All benefits under the Delta Pilots Retirement Plan, Bridge Plan and Supplemental Annuity Plan not yet frozen will be frozen as of 45 days after the date the notice of the hard freeze is given to participants.

Add a new *Section 26 P.* to read:

If the Company determines that either the Delta Pilots Retirement Plan or the Western Air Lines Pilots Defined Benefit Plan (D Plan) satisfies the ERISA standard for distress termination and the Plan Administrator and/or the Company initiate proceedings to seek a distress termination for such plan(s), the initiation and pursuit of such proceedings will not violate the PWA. The Association will not oppose such proposed plan termination. In addition, the Association agrees not to oppose termination of the Bridge Plan and Supplemental Annuity Plan if such termination occurs after termination of the Delta Pilots Retirement Plan.

Amend the Delta Pilots Retirement Plan to clarify that on the date of termination of the

Plan, the Money Purchase Pension Plan offset (if any) to the calculated qualified benefit will be determined as if the Bridge Plan and Supplemental Annuity Plan continue to exist.

In the event of termination of the Delta Pilots Retirement Plan, the following provisions will become effective:

- (a) The Delta Pilots Defined Contribution Plan will be amended to provide a single Company contribution rate equal to a flat 9% of earnings (as defined in the Plan) for each participant.
- (b) For purposes of the limitation under Section 415(c) of the Internal Revenue Code, the order of abatement of annual additions under the defined contribution plans will be as follows:
 - (i) participant after-tax contributions
 - (ii) participant Roth 401(k) contributions
 - (iii) participant non-Roth 401(k) contributions
 - (iv) Company contributions attributable to the Notes
 - (v) Company contributions attributable to the ALPA Claim
 - (vi) other Company contributions to the Family Care Savings Plan
 - (vii) other Company contributions to the Pilots Defined Contribution PlanProvided, however, that the order of abatement above will be modified as necessary to prevent the refund to participants of any participant non-Roth 401(k) contributions that were made in a prior calendar year. In any year in which there is a Company contribution as the result of the Notes or the ALPA claim, once the Section 415(c) limit is reached for that year, the 2% contribution to the Savings Plan and the 9% contribution to the Defined Contribution Plan that cannot be made to such plans as the result of the contribution attributable to the Notes or the ALPA claim will be paid, for the remainder of that calendar year only, in cash at the same time as the Savings Plan contribution or Defined Contribution Plan contribution would have been made but for the Section 415(c) limit. These cash payments will not be Earnings under any pilot benefit plan.
- (c) Notes, per Attachment 28-1, Exhibit A.
- (d) When the Bridge Plan and Supplemental Annuity Plans are terminated, the Company will promptly seek reimbursement to the maximum extent allowed by law and within the applicable statute of limitations period, for any FICA taxes that were prepaid by the Company and plan participants, on nonqualified benefits that will not be received, provided that such pilot gives his written consent to seeking such reimbursement.

The Money Purchase Pension Plan will be terminated and the assets of the terminated Plan will be distributed, in accordance with Attachment 26-1, "Money Purchase Pension Plan Termination."

Amend each benefit plan in which pilots participate to provide that a participant's designation of a beneficiary under such plan applies only to benefits under that plan.

Amend the D & S Plan as follows:

- (a) Monthly survivor benefits and basic life insurance will be replaced by term life insurance in accordance with the following.

This change will apply to:

- 1) a pilot who dies on or after January 1, 2008,
- 2) a retired pilot who retired on or after January 1, 2008,
- 3) an individual who was a pilot on or after January 1, 2008, but who, due to **Section 13 B. 3.**, is not a pilot at the time of his death and who is receiving disability benefits at the time of his death,
- 4) an individual who was a pilot on June 1, 2006, but who is not a pilot due to **Section 13 B. 3.** at the time of his death which occurs after January 1, 2008, and who is receiving disability benefits at the time of his death.

This change does not apply to:

- 1) a pilot who dies before January 1, 2008,
- 2) a pilot or retired pilot who retires before January 1, 2008,
- 3) an individual who is a former pilot who has been removed from the seniority list under **Section 13 B. 3.** prior to June 1, 2006.

- (i) The amount of life insurance will be the greater of:

- (A) \$500,000, or
- (B) 2500 times the 12 year captain hourly rate on the highest paying aircraft type outlined in the PWA in effect on January 1st of each year.

- (ii) Upon the insured's retirement, the amount of his term life insurance will be reduced to \$250,000 and on each successive anniversary of his retirement will be reduced by \$50,000. The final reduction will be to \$10,000 and will remain \$10,000 for the remainder of his lifetime.

- (iii) The insured may designate any individual(s) or trust(s) as beneficiary of his life insurance. The designation of a beneficiary for the term life insurance will not cause that person to be deemed a survivor under **Section 25** or for any other Company provided benefit.

- (iv) The life insurance will provide for guaranteed insurability of all pilots on January 1, 2008, and all future pilots at date of hire, and will contain no exclusions from coverage, except the exclusion in Section 12.02 of the D & S Plan.

- (b) To be eligible to receive long term disability benefits, a pilot or Plan participant must not meet the standards to hold a First Class Medical Certificate, as determined by the Plan administrator, subject to the **Section 15 B.** review process.

- (c) No disability benefits will be payable to a pilot or Plan participant in respect of a period after his attainment of the FAA mandatory retirement age.
- (d) Long term disability benefits will be offset by the following: workers compensation payments and state disability income benefits whether or not payment of such benefits is forfeited because of failure to apply; Social Security disability benefits; and income from employment that exceeds the calculated disability benefit amount (before application of other offsets).
- (e) Provisions of **Section 15 B.** will be incorporated into D&S Plan as part of the pending Amendment to D & S Plan to be agreed upon by the Company and the Association.
- (f) Proof of continuing eligibility for disability benefits may be required whenever a pilot or Plan participant is receiving benefits, as follows:
 - (i) Amend D & S Plan to incorporate **Section 15 B.** medical review procedure, to apply to all Plan participants receiving disability benefits if the Plan Administrator has a good faith belief that the Plan participant may not continue to qualify for benefits under the Plan. Such review will not be made more than once per year.
 - (ii) Upon notification by the NME that the pilot meets the standards to hold a First Class Medical Certificate, the pilot must apply for a First Class Medical Certificate with an AME of the NME's choosing, as soon as possible, but no later than 30 days from the date of such notification. While the pilot's application is pending, he will remain on disability. If the AME or the FAA declines to issue a First Class Medical Certificate to such pilot, he must appeal such decision, during which period he will remain on disability. If the AME or the FAA issues him a First Class Medical Certificate, he must present such certificate to his Chief Pilot immediately, at which time he will be returned to active payroll status.
- (g) Amend the D&S Plan to clarify the application of the Plan disability benefit offset provisions for each retired pilot (whether the retirement occurred before or after date of signing) in the event of termination of a defined benefit plan (i.e. the Delta Pilots Retirement Plan, the Bridge Plan or the Supplemental Annuity Plan), as follows:
 - (i) In such event, the offset to the retiree's disability benefit with respect to the terminated defined benefit plan will be calculated based on the amount of the retiree's retirement benefit that would have been paid under the terminated defined benefit plan, had such defined benefit plan not been terminated, rather than on the amount of retirement benefit actually paid to the retiree under the terminated defined benefit plan.
 - (ii) The variable benefit feature and future adjustments in the retirement benefits under a defined benefit plan will be ignored in computing the above offset.

Once the offset with respect to a defined benefit plan is calculated and adjusted to reflect the termination of that defined benefit plan, the calculated offset with respect to that defined benefit plan will be frozen.

- (iii) There will be no change to the timing of the offset for calculated defined benefit plan benefits (i.e. calculated retirement benefit is offset at the time benefits are actually paid to the retiree under the terminated Delta Pilots Retirement Plan or at the time benefits would have been paid to the retiree under the terminated Bridge Plan and Supplemental Annuity Plan).

(h) Amend Sections 10.03 and 10.05 of D & S Plan to read as follows:

10.03 Benefit Fund: The Company shall establish and maintain a Benefit Fund into which the contributions of each Employing Company under this Plan shall be paid. The Benefit Fund may comprise any combination of trust funds and insurance contracts. The Benefit Fund shall be allocated among Employing Companies under the direction of the Committee. Where an Employee transfers from one Employing Company to another he shall be treated to the extent practical and consistent with his accumulated credits as having always been with the new Employing Company for the purpose of allocated assets and liabilities.

10.05 Source of Benefit Payments: Benefit payments shall be paid directly to the Participant or Beneficiary from the Benefit Fund, including any insurance policies entered into by the Plan or from contributions made directly to the Plan by an Employing Company to provide such benefit payments. Such payments shall be made upon the order of the Administrative Committee or its delegate. Sources for benefit payments include the Benefit Fund, any insurance policies owned by the Benefit Fund and contributions made directly to the Plan by an Employing Company. Each Employing Company is obligated to make contributions to the Plan in an amount sufficient to allow the Plan to make all benefit payments.

(i) Amend Section 4.03(d) of the D&S Plan to read as follows:

- (d) This Section 4.03(d) will apply in the case of a disabled Employee who, after November 11, 2004, returns to Active Work with a First Class medical certificate:
 - (i) If during the first 12 months after his return to work the same disability causes him to be removed from flight status, he will be entitled to his original disability benefit. If during the first 12 months after his return to work a new disability causes him to be removed from flight status he will be entitled to the disability benefit determined in accordance with the Plan without regard to this Section 4.03 (d).
 - (ii) If at any time more than 12 months after his return to work the same or a new disability causes him to be removed from flight status, he shall be

entitled to the disability benefit determined in accordance with this Plan without regard to this Section 4.03(d).

Amend the Family Care Savings Plan and Pilots Defined Contribution Plan to provide:

While in disability pay status, a pilot, and a former pilot who has been removed from the seniority list under **Section 13 B. 3.** (due to exceeding 10 years on disability), will receive Company contributions to the Family Care Savings Plan and Pilots Defined Contribution Plan, on the same basis as an active pilot, but using as earnings two times the disability benefit actually paid. In no event will contributions be made beyond the FAA Mandatory Retirement Age and in no event will contributions, once suspended due to attainment of the FAA Mandatory Retirement Age, be resumed.

Amend **Section 26** to add new **Section 26 Q.**:

1. Amend the D & S Plan to permit payment from The Delta Pilots Disability and Survivorship Trust (VEBA) of pilot sick leave benefits and other legally permissible benefits in addition to the other benefits payable pursuant to the Plan without regard to such amendment, in an amount not to exceed \$60 million for 2006 and \$60 million per year thereafter. Provide that the Plan, not the Company, will have the obligation to provide such benefits in such amounts.
2. On April 15, 2011 and on each April 15 thereafter, the Company will make a funding payment (the "VEBA Payment") to the VEBA equal to the lesser of (i) 4% of the consolidated Free Cash Flow of the Company, as determined under United States Generally Accepted Accounting Principles, for the prior calendar year and reported in the Company's public securities filings or (ii) \$60 million. A VEBA Payment will not be required on any April 15th if the net asset balance of the VEBA on the immediately preceding December 31st exceeded \$1.2 billion.
3. Amend all applicable VEBA plan documents in accordance with Attachment 26-2 to provide irrevocably that the VEBA can never be used for any purpose other than providing benefits to pilots, former pilots and their beneficiaries and survivors.

Amend the Family Care Savings Plan as follows:

- (a) Participants will be allowed to designate contributions as Roth 401(k) contributions, to the maximum extent allowed by law; implementation will be no later than January 1, 2007.
- (b) Participants will be permitted to make contributions up to the limit under Section 415(c) of the Internal Revenue Code; implementation will be as soon as practicable, no later than January 1, 2007. The parties will meet and agree on a method(s) to allow these contributions.

Synch **Section 7, 14 and 26** as necessary to reflect all above changes.

R.

**Section 28
DURATION**

Amend **Section 28 A. 1.** to read:

1. Except as expressly provided otherwise, this Letter of Agreement will become effective on June 1, 2006, and in conjunction with the existing PWA will constitute a new PWA. The resulting PWA will continue in full force and effect through December 31, 2009, and will renew itself without change through each succeeding December 31st, unless written notice of intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto at least 60 days but no more than 270 days prior to December 31, 2009, or any December 31st in any year thereafter.

Amend **Section 28 A. 2.** to read:

2. Each provision of this Letter of Agreement will be implemented June 1, 2006, unless listed as having a different implementation date, provided that neither this Bankruptcy Restructuring Agreement nor Bankruptcy Protection Covenant will be effective until the 363 Order (as defined in the Bankruptcy Protection Covenant) is entered.

S.

Bankruptcy Protection Covenant, Financial Returns, and Other Protections

The Company agrees to provide the bankruptcy protection covenant, financial returns, and other protections as contained in Attachment 28-1.

T.

Costs and Fees

The Company agrees to pay the costs and fees as provided in Attachment 28-2.

U.

Grievances

Outstanding grievances and benefit review board matters to be resolved.

V.

Other Letters of Agreement

Letter #51 Bankruptcy Restructuring Agreement T/A

Letter of Agreement #52, Civil Reserve Air Fleet Operations, is incorporated into the PWA.

Letter #51 Bankruptcy Restructuring Agreement T/A

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this _____ day of _____, 2006.

FOR THE COMPANY

FOR THE ASSOCIATION

Gerald Grinstein
Chief Executive Officer

Captain Duane E. Woerth
President

Scott Kruse
Chief Counsel

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Geraldine P. Carolan
Vice President - Labor Relations

Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee

David T. Watson
Director – Pilot Resources

Captain Randy Worrall
MEC Negotiating Committee

Michael Corbridge
Director – Operations Finance

Captain Rick Dominguez
MEC Negotiating Committee

Jay D. Milone
General Attorney

William Elliott
MEC Coordinator

Donald P. Filer
Manager – Labor Relations

Terry L. Gabbert
Manager – Labor Relations

RECOVERY COMPACT

- A. ALPA and Delta will jointly engage [person or firm to be jointly determined following appropriate joint review and interview process], to facilitate their agreement to a “Recovery Compact” based upon recent research and experience, to include:
 - (a) building a positive workplace culture and environment;
 - (b) improving employee-management and cross-functional/cross-occupational coordination, flexibility, cooperation and conflict resolution with a goal of high levels of performance.
- B. The Recovery Compact will address a process for improving joint performance in areas such as corporate culture, quality of work life, and corporate efficiency.
- C. The Recovery Compact will address, more specifically, rebuilding trust of management by pilots, and of pilots by management; rebuilding the pilot advocacy role of flight operations management; rebuilding management’s confidence in captain’s authority; openness of each group to the ideas of the other; and reduction of conflict between employee groups.

Money Purchase Pension Plan Termination

A. Termination Procedures		
1	MPPP termination date	MPPP termination date will be May 31, 2006, or as soon thereafter as practicable but no later than June 30, 2006.
2	IRS determination letter	The Company will not request a determination letter from the IRS.
3	Timing of distribution to plan participants	The MPPP distribution date will be as soon as practicable after the MPPP termination date.
4	Distribution options	<p>Each MPPP participant will be entitled to elect from the following distribution options:</p> <ol style="list-style-type: none"> 1. Cash 2. Rollover to IRA designated by participant 3. Rollover to qualified plan designated by participant (plan must accept rollovers) 4. Rollover to Delta Family Care Savings Plan (401(k) Plan) 5. Purchase of insurance company immediate or deferred annuity. (Note: Per Plan Section 6.10: All commissions, premium tax or other expenses related to the purchase of an annuity shall be borne by the Company, to a maximum of \$500.00 per annuity; any expenses in excess of \$500.00 shall be borne by the participant's account.) <p>In the event a MPPP participant fails to elect a distribution option within the specified election period, the participant will be deemed to have elected an annuity.</p>
5	Expense of maintaining separate rollover account under Delta Family Care Savings Plan	Paid by Company.
6	Expenses related to termination and distribution	Paid by Company.

7	Segregation and Investment of MPPP Assets	On the MPPP termination date, cash equal to the aggregate balance of all participants' MPPP accounts on the MPPP termination date will be transferred to a segregated account. The participants' aggregate balance on the MPPP termination date will be determined by including any partial calendar quarter gains and losses through the close of the New York Stock Exchange on the MPPP termination date. Pending distribution to participants, the segregated account will be invested in a money market fund (or similar short term fixed income investment).
8	Information provided to Association	The Company will provide to the Association: (a) Individual and aggregate data setting forth the value of MPPP accounts at MPPP termination date and at MPPP distribution date. (b) Regular updates on progress of MPPP termination and distribution process.
9	Information provided to participants	The Company will provide each participant with a statement of his or her account at MPPP termination date and at MPPP distribution date. This statement may be electronic.
10	USERRA contributions for pilots returning after plan termination	USERRA required contributions, if any, the Company owes with respect to the MPPP, after termination of the MPPP, will instead be contributed on behalf of the participant to the Delta Pilots Defined Contribution Plan.
11	Grievances	The Benefit Review Board process will apply to grievances arising with respect to the process of termination of the MPPP and distribution of the assets of the MPPP (amount in dispute must exceed \$1,000 in the case of a benefit claim denial).
12	Other issues	The Company and the Association will meet and confer to reach agreement on any other issues that arise with respect to the MPPP termination.
13	Plan amendment	In lieu of the plan amendment procedure set forth in the PWA, the Company will provide the Association a draft amendment to the MPPP to reflect the termination of the MPPP in accordance with this Letter of Agreement by May 10, 2006, or as soon thereafter as practicable but no later than June 10, 2006, and the Company and the Association will meet and confer thereafter as frequently as necessary to reach agreement on final wording of the plan amendment by May 31, 2006, or as soon thereafter as practicable, but no later than June 30, 2006.
B. Calculation of MPPP Offset to Benefits under Pilots Retirement Plan and D&S Plan		

1	Assumptions for calculating offset to Pilots Retirement Plan, Bridge Plan and Supplemental Annuity Plan attributable to MPPP	<p>The MPPP offset will be calculated using an MPPP account balance projected to the date benefits commence under the defined benefit plans, converted to an equivalent annuity using an annuity factor derived from an interest rate of 6.5% and male mortality rates from the 1983 Group Annuity Mortality Table. Such account balance will be equal to the actual MPPP balance as of the MPPP Distribution Date projected to the date benefits commence under the DB Plan, assuming an investment return of 6.5% per year.</p> <p>Sample factors are shown on Exhibit A to this Attachment 26-1. (Note: Exhibit A shows factors applicable at ages that are whole integers; interpolation will be applied to determine factors for ages between whole integers.)</p>
---	--	---

Attachment 26-1, Exhibit A

Factor To Calculate Annual MPPP Offset at Defined Benefit Plan Benefit Commencement*

Age at MPPP	Age When Defined Benefit Plan Benefits Commence										
	50	51	52	53	54	55	56	57	58	59	60
30	0.277584	0.299384	0.323097	0.348922	0.377085	0.407847	0.441503	0.478395	0.518907	0.563471	0.612568
31	0.260642	0.281112	0.303378	0.327626	0.354071	0.382954	0.414556	0.449197	0.487237	0.529081	0.575181
32	0.244735	0.263955	0.284862	0.307630	0.332461	0.359582	0.389255	0.421781	0.457499	0.496790	0.540076
33	0.229798	0.247845	0.267476	0.288855	0.312170	0.337635	0.365498	0.396038	0.429577	0.466469	0.507114
34	0.215773	0.232718	0.251151	0.271225	0.293117	0.317029	0.343190	0.371867	0.403358	0.437999	0.476163
35	0.202603	0.218515	0.235822	0.254671	0.275227	0.297679	0.322244	0.349171	0.378740	0.411267	0.447102
36	0.190238	0.205178	0.221429	0.239128	0.258430	0.279511	0.302577	0.327860	0.355625	0.386166	0.419814
37	0.178627	0.192656	0.207915	0.224533	0.242657	0.262452	0.284110	0.307850	0.333920	0.362597	0.394191
38	0.167725	0.180897	0.195225	0.210829	0.227847	0.246434	0.266770	0.289061	0.313540	0.340467	0.370133
39	0.157488	0.169857	0.183310	0.197962	0.213941	0.231393	0.250488	0.271419	0.294404	0.319687	0.347542
40	0.147876	0.159490	0.172122	0.185880	0.200883	0.217270	0.235200	0.254853	0.276435	0.300176	0.326331
41	0.138851	0.149756	0.161617	0.174535	0.188623	0.204010	0.220845	0.239299	0.259564	0.281855	0.306414
42	0.130376	0.140616	0.151753	0.163883	0.177111	0.191559	0.207366	0.224694	0.243722	0.264653	0.287713
43	0.122419	0.132034	0.142491	0.153880	0.166301	0.179867	0.194710	0.210980	0.228847	0.248500	0.270153
44	0.114948	0.123975	0.133795	0.144489	0.156151	0.168889	0.182826	0.198103	0.214880	0.233334	0.253664
45	0.107932	0.116409	0.125629	0.135670	0.146621	0.158582	0.171668	0.186012	0.201765	0.219093	0.238183
46	0.101345	0.109304	0.117961	0.127390	0.137672	0.148903	0.161191	0.174660	0.189451	0.205721	0.223646
47	0.095159	0.102633	0.110762	0.119615	0.129270	0.139815	0.151353	0.164000	0.177888	0.193165	0.209996
48	0.089351	0.096369	0.104002	0.112314	0.121380	0.131282	0.142115	0.153990	0.167031	0.181376	0.197179
49	0.083898	0.090487	0.097654	0.105459	0.113972	0.123269	0.133441	0.144592	0.156836	0.170306	0.185145
50	0.078778	0.084964	0.091694	0.099023	0.107016	0.115746	0.125297	0.135767	0.147264	0.159911	0.173845
51		0.079779	0.086098	0.092979	0.100484	0.108681	0.117650	0.127481	0.138276	0.150152	0.163235
52			0.080843	0.087305	0.094351	0.102048	0.110469	0.119700	0.129837	0.140987	0.153272
53				0.081976	0.088593	0.095820	0.103727	0.112395	0.121913	0.132383	0.143917
54					0.083186	0.089972	0.097396	0.105535	0.114472	0.124303	0.135134
55						0.084481	0.091452	0.099094	0.107485	0.116716	0.126886
56							0.085870	0.093046	0.100925	0.109593	0.119142
57								0.087367	0.094765	0.102904	0.111870
58									0.088982	0.096623	0.105043
59										0.090726	0.098631
60											0.092612

* To calculate the annual MPPP offset, multiply the MPPP balance at MPPP termination date by the appropriate factor above. These factors assume a 6.5% theoretical annual return on the MPPP balance from MPPP termination date to Defined Benefit Plan benefit commencement date and annuity conversion using a 6.5% interest rate and the male

GAM 83 M 6.5% Immediate Annuity Factor:

12.6940 12.5347 12.3697 12.1987 12.0213 11.8370 11.6455 11.4460 11.2383 11.0222 10.7978

Interest Rate for Projecting MPPF 6.50%

Attachment 26-2

Use of D&S Plan Trust Assets Forever Restricted to Pilots, Former Pilots and their Beneficiaries and Survivors

1. Amendment to Delta Pilots Disability and Survivorship Plan

- (a) Amend Section 2.03 of the D&S Plan to add Section 2.03(e), as follows:

Notwithstanding any provision of this Plan to the contrary, and notwithstanding any agreement between Delta Air Lines, or its successors and the Association to the contrary, the class of Employees eligible to participate in this Plan shall not be amended to include any individual who was never listed on the pilot Seniority List of Delta Air Lines, Inc.

- (b) Restate Section 12.10(b) of the D&S Plan, as follows:

(b) At any time and from time to time, an Employing company may amend the Plan in whole or in part, or may suspend contributions, provided that in no event and under no circumstances shall any amendment to the Plan become effective unless under the Plan as amended:

(1) no part of the net earnings of the Plan may inure to the benefit of the Company or any shareholder of the Company except through the payment of benefits otherwise payable under the Plan; and

(2) the class of individuals eligible to participate in the Plan is not expanded in violation of the provisions of Section 2.03(e).

2. Amendment to Delta Pilots Disability and Survivorship Trust

- (a) Restate Section 2.6 of the VEBA Trust, as follows:

No portion of the principal or income of the Trust shall revert to or be recoverable by the Company or any Employer or ever be used or diverted to any purpose other than for the expenses of administering the Plan or the Trust Fund or for the exclusive benefit of Participants in the Plan and Persons claiming under or through them pursuant to the Plan. Notwithstanding any provisions of the Plan or the Trust to the contrary and notwithstanding any agreement between the Company or its successors and the Association, in no event and under no circumstances shall any amendment to the Plan or Trust become effective if the effect of the amendment is to expand the class of individuals eligible to participate in the Plan in violation of the provisions of Section 2.03(e) of the Plan.

Notwithstanding any provision herein to the contrary, if a contribution or any portion thereof is made by the Company or an Employer by a mistake of fact, the

Trustee shall, upon written request of the Company or such Employer, return such amounts as may be permitted by law to the Company or such Employer, as appropriate, within one year after the date of payment to the Trustee and assets may be returned to the Employer to the extent that the law permits such transfer. The Trustee shall be under no obligation to return any part of the Trust Fund as provided in this Section 2.6 until the Trustee has received a written certification from the Administrative Committee or its designee that such return is in compliance with this Section 2.6, the Plan, and the requirements of Applicable Law. The Trustee shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety. Notwithstanding the foregoing, excess insurance premiums, based upon the actuarial experience of the insured, may be rebated to the Company.

- (b) Restate Section 13.2 of the VEBA Trust, as follows:

This Agreement, together with any fee agreement between the parties, sets out the entire agreement between the parties in connection with the subject matter, and this Agreement supersedes any prior agreement, statement, or representation relating to the obligations of the Trustee, whether oral or written. This Agreement may be amended by written agreement between the Trustee and the Company at any time and from time to time, and the provisions of such amendment may be applicable to the Trust Fund as constituted at the time of the amendment as well to the part of the Trust Fund subsequently acquired, provided, however, that in no event and under no circumstances shall any amendment to the Plan or Trust become effective if the effect of the amendment is to expand the class of individuals eligible to participate in the Plan in violation of the provisions of Section 2.03(e) of the Plan.

3. Amendment to Summary Plan Description (SPD)

The SPD for the D&S Plan and VEBA Trust will be amended to reflect the above amendments to the Plan and Trust.

**Bankruptcy Protection Covenant Between Delta Air Lines, Inc.
and
Air Line Pilots Association, International**

The modifications to the collective bargaining agreement between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (“ALPA”) (such agreement, the “PWA”, and such modifications, the “Modifications”) reached in connection with the Company’s Bankruptcy Transformation Plan and embodied in Letter of Agreement #51 were agreed to in furtherance of the Company’s effort to restructure its capital structure and operations and reorganize through Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), and in consideration of the agreements in this “Bankruptcy Protection Covenant.” Letter of Agreement #51 is herein described as the “Bankruptcy Restructuring Agreement.”

This Bankruptcy Protection Covenant is an essential element of the Modifications and of the Bankruptcy Restructuring Agreement, and shall become effective only if and when the Bankruptcy Restructuring Agreement becomes effective (the “Effective Date”), and shall terminate (other than with respect to the termination consideration specified in paragraph 10(b) hereof) only if and when the Bankruptcy Restructuring Agreement terminates. This Bankruptcy Protection Covenant will be binding on any Chapter 11 trustee appointed in the Company’s present bankruptcy cases (*In re Delta Air Lines, Inc., et al.*, administered under case No. 05-17923 (ASH) (Bankr. S.D.N.Y.) (the “Bankruptcy Cases”)) or other entity operating with the equivalent authority of a Chapter 11 trustee.

The Company and ALPA believe that:

- The Modifications are based on the most complete and reliable information available to the Company;
- The Company has provided ALPA with information reasonably necessary to enable ALPA to evaluate the Company’s proposals and to develop counterproposals;
- The Modifications permit the Company to avoid irreparable harm and provide for the appropriate modifications to the PWA that are necessary, fair, and equitable in order to permit the successful restructuring and reorganization of the Company in Chapter 11 and the continuation of its business;
- Subject to the specific provisions herein, the balance of equities favors the Bankruptcy Restructuring Agreement.

The Company and ALPA agree that:

- 1) Assumption and Protection. The Company will assume the PWA as modified by the Bankruptcy Restructuring Agreement and this Bankruptcy Protection Covenant (but not

including any pension plans that may be terminated) under a Plan of Reorganization (a “Plan”).

The Company agrees, during the pendency of the Bankruptcy Cases, that it will not seek relief under section 1113 of the Bankruptcy Code with respect to the PWA unless the Company is in imminent risk of its Debtor-in-Possession financing being accelerated on account of an imminent breach of financial covenants in its Debtor-in-Possession financing, the Company has used its best efforts to seek a waiver of such breach but has been unable to secure such a waiver, and the Company would be unable to remedy the breach without labor cost reductions (such reductions to be sought equitably from pilots and non-pilots). Neither the Bankruptcy Restructuring Agreement nor this Bankruptcy Protection Covenant alters the nature or priority status of any claim under the Bankruptcy Code that might arise in connection with the implementation of this paragraph.

- 2) Exculpation. The Company agrees that it will not propose or support any Plan that does not contain an exculpation or release provision for ALPA, the ALPA Delta Master Executive Council (the “MEC”), and each of their current or former officers, committee members, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives at least as favorable as any exculpation or release provisions provided for the Company’s officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives.
- 3) Indemnification. The Company will indemnify and hold harmless ALPA, its officers, agents, employees, counsel, and representatives (each an “indemnitee”) from fifty percent of any liability, loss, damages, fines, penalties and costs (not including any income or excise taxes or similar amounts imposed by any governmental agency) resulting from any and all third party claims, lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the reasonable attorney’s fees and costs, arising in connection with matters relating to, concerning or connected to the negotiation or establishment of (a) the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant, (b) any amendment of any benefit plan or program concerning pilots or other participants in such plan made pursuant to or as a result of the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant, and (c) any other document or agreement forming part of the Bankruptcy Restructuring Agreement and/or the Modifications. This fifty-percent sharing arrangement will exist until ALPA’s financial exposure reaches 2.5 million dollars. Any exposure exceeding 2.5 million dollars will be the responsibility of the Company. Such indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct of any indemnitee; 2) any claim, lawsuit or administrative charge asserting that ALPA violated its By-Laws or other organizational requirements by entering into the amendments; 3) any claim, lawsuit or administrative charge resulting from any statement made by any indemnitee that incorrectly describes the Modifications; 4) any claim, lawsuit or administrative charge related to allocation among Delta pilots represented by ALPA of the ALPA Notes, the ALPA Claim (each as defined below) or any proceeds received on account of the ALPA Claim or 5) any claim, lawsuit or administrative charge related to any disposition by ALPA or pilots represented by ALPA to third parties of the ALPA Notes, the ALPA Claim or any proceeds

received on account of the ALPA Claim. An indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within seven business days of the indemnitee learning of the claim, lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

- 4) ALPA Claim. (a) Upon the effective date of the Bankruptcy Restructuring Agreement, ALPA will have an allowed general non-priority unsecured claim under section 502 of the Bankruptcy Code in the Bankruptcy Cases in the amount of \$2.1 billion (the "ALPA Claim") that is not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise, in respect of the concessions made by ALPA and savings to the Company resulting from achievement of consensual Modifications to the PWA.

Any transfer of all or any part of the ALPA Claim prior to the Company's exit from bankruptcy may only be made in compliance with the final order entered December 19, 2005 relating to the preservation of the Company's net operating losses. The MEC will have the authority to determine the manner of allocation among pilots on account of the ALPA Claim, including the allocation of equity securities on account of the ALPA Claim, provided that: (1) the allocation is reasonable and lawful and (2) the allocation schedule or formula is delivered to the Company no later than thirty (30) days prior to the date of distribution.

At the request of ALPA, the parties will work together to develop a program that allows all or a part of the distribution of cash or equity securities received in respect of the ALPA Claim to be made, to the maximum extent permitted by law (including but not limited to Section 415 of the Internal Revenue Code (the "Code") and other restrictions on contributions or additions to qualified plans under the Code or ERISA), in the form of a contribution to the Delta Pilots Defined Contribution Plan (the "Pilots DC Plan") treated as an "employer" contribution for U.S. federal income tax purposes, provided that, if the Company reasonably concludes that such transfers implicate the calculation of "ownership change" under Section 382 of the Code, the amount of such contribution (together with other equity securities of the Company that may be owned by the Pilots DC Plan) does not exceed 4.9% of the equity of the Company at the time of the contribution as computed for purposes of Section 382 of the Code unless the Company and ALPA shall have developed mutually agreed procedures that permit a larger contribution without potentially affecting the percentage of equity securities taken into account under Section 382(g) in determining whether an "ownership change" of the Company has or will occur. In connection with a transfer of equity securities of the Company to the Pilots DC Plan contemplated by the preceding sentence, the Company will amend the Pilots DC Plan as necessary to permit the Pilots DC Plan to hold employer securities in a participant's separate account.

The Plan will treat the ALPA Claim no less favorably than any other pre-petition general unsecured non-priority claim against the Company (other than de minimis "convenience

class” claims). Provided that the requirement of the preceding sentence is satisfied, nothing herein shall restrict the Company’s ability to classify claims as permitted by law.

- 5) ALPA Notes. In the event the Delta Pilots Retirement Plan is terminated, the Company will provide ALPA, on behalf of the Delta pilot group, with the notes as required by Exhibit A to this Bankruptcy Protection Covenant (the “ALPA Notes”).
- 6) Pension Plan Termination. The Company and ALPA agree that no voluntary, involuntary or distress termination of the Delta Pilots Retirement Plan, the Western Air Lines Pilots Defined Benefit Plan, the Delta Pilots Bridge Plan, or the Delta Pilots Supplemental Annuity Plan will require any waiver, relief, consent, action or approval under the PWA, or under any section of the Bankruptcy Code (including without limitation section 1113 thereof) or under any other law. ALPA agrees not to oppose or object to any voluntary, involuntary or distress termination of any plan listed above. ALPA agrees that the consideration agreed to in the Bankruptcy Restructuring Agreement and this Bankruptcy Protection Covenant is in complete satisfaction of any and all claims and rights of ALPA in connection with the termination of any plan listed above.
- 7) Pending District Court Proceedings. In the event the Delta Pilots Retirement Plan is terminated, ALPA agrees to (a) withdraw from the appeal proceedings currently pending before Judge Leonard B. Sand in the Southern District of New York – *In re Delta Air Lines, Inc.*, Nos. 05 CV 10303 (LBS), 05 CV 10600 (LBS) & 05 CV 10601 (LBS) (S.D.N.Y.) (together, the “Appeal”), (b) not refile pleadings in the Appeal and (c) not support, either directly or indirectly, any other party’s pursuit of the Appeal.
- 8) Restructuring. ALPA agrees not to object to or contest the issuance of equity or other consideration in the Bankruptcy Cases for the Company’s non-pilot employees, in respect of the sacrifices made by them in furtherance of the Company’s effort to restructure or as incentive for the non-pilot employees’ future service to the Company.
- 9) Plan of Reorganization. The Company will not propose or support any Plan unless such Plan contains the terms specified in subparagraphs (a) – (f) below (the “ALPA Plan Terms” and a Plan containing all of the ALPA Plan Terms, a “Complying Plan”) with respect to the ALPA Notes (in each case, only if required to be issued by Exhibit A to this Bankruptcy Protection Covenant) and the ALPA Claim. The Company will oppose any proposed Plan that does not contain the ALPA Plan Terms. The ALPA Plan Terms are:
 - a) The Plan will require the issuance of the ALPA Notes.
 - b) The Plan will treat the ALPA Claim as an allowed general unsecured non-priority claim not subject to reconsideration.
 - c) The Plan will treat the ALPA Claim no less favorably than any other pre-petition general unsecured non-priority claim against the Company (other than de minimis “convenience class” claims). Provided that the requirement of the preceding sentence is satisfied, nothing herein shall restrict the Company’s ability to classify claims as permitted by law.

- d) The Plan will contain customary findings of fact and conclusions of law confirming that the issuance of the ALPA Notes and all securities on account of the ALPA Claim qualifies for the exemption from registration contained in 11 U.S.C. § 1145.
 - e) None of the Plan, the corporate governance documents of the Company or any other agreements of the Company will contain any restrictions on the holder with respect to the transferability of securities issued on account of the ALPA Claim, unless the holder of such securities beneficially owns 5% or more of such securities (except, to the extent ALPA is viewed as one entity at the initial issuance, ALPA).
 - f) The Plan will contain the assumption terms specified in paragraph 1 of this Bankruptcy Protection Covenant. Any exculpation terms in the Plan will comply with paragraph 2 of this Bankruptcy Protection Covenant.
- 10) Termination of Agreement. ALPA may deliver a notice (a “Non-Complying Plan Notice”) in the event that (i) the Company proposes or supports a Plan that does not contain the ALPA Plan Terms or (ii) the bankruptcy court having jurisdiction over the Bankruptcy Cases (the “Bankruptcy Court”) approves a disclosure statement concerning a Plan that does not contain the ALPA Plan Terms. Such notice will identify the areas of non-compliance and must be received by the Company no more than seven (7) business days after bankruptcy court approval of the disclosure statement for the relevant Plan (or no more than seven (7) business days after any material amendment to the Plan subsequent to approval of the disclosure statement). All issues raised in such notice shall be subject to the exclusive jurisdiction of the Bankruptcy Court. If a Non-Complying Plan Notice is timely delivered and not withdrawn by ALPA, the Bankruptcy Restructuring Agreement (including this Bankruptcy Protection Covenant) will terminate upon confirmation of the relevant Plan, unless the Bankruptcy Court first determines that the Plan is a Complying Plan. In the case of a termination pursuant to the preceding sentence, (a) the parties will be governed by the terms of their PWA as in existence prior to Letter of Agreement #50 and (b) ALPA will receive an administrative expense claim under section 503(b) of the Bankruptcy Code equal to the labor cost savings under the Bankruptcy Restructuring Agreement from the Effective Date through the date of such termination.
- 11) Termination of 2004 BPL. As of the Effective Date, and unless and until this Bankruptcy Protection Covenant terminates in accordance with paragraph 10 hereof, the Bankruptcy Protection Letter dated as of October 29, 2004 (the “2004 BPL”) will have no force and effect.
- 12) Bankruptcy Actions. The Company and ALPA will take the following actions in the Bankruptcy Cases:
- a) The Company will, with the full and active support of ALPA, file and prosecute a motion for approval of the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant, under section 363 of the Bankruptcy Code and any other applicable sections thereto. Both the motion and the proposed order attached thereto (the “363 Order”) shall be in form and substance reasonably acceptable to ALPA;

- b) The Company will provide, to the extent reasonably practicable, ALPA's counsel with copies of, and a reasonable opportunity to comment on, all motions, applications, proposed orders, pleadings and supporting papers prepared by the Company for filing with the Bankruptcy Court relating to court approval of the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant; and
- c) Both the Company and ALPA will use their reasonable business efforts to obtain the support of the Official Committee of Unsecured Creditors and other parties and stakeholders for the Bankruptcy Restructuring Agreement, including this Bankruptcy Protection Covenant, and to seek entry of the 363 Order.

13) Bankruptcy Court Jurisdiction. The Company and ALPA agree that the Bankruptcy Court will retain jurisdiction over all matters arising from or related to the implementation of the Bankruptcy Restructuring Agreement, the Bankruptcy Protection Covenant and the 363 Order.

Agreed this __ day of _____ 2006

Gerald Grinstein
Chief Executive Officer
Delta Air Lines, Inc.

Captain Duane Woerth
President, Air Line Pilots Association, International

Captain Donald L. Moak
Chairman, Delta MEC
Air Line Pilots Association, International

ALPA Notes

Issuer	The parent or affiliate of reorganized Delta Air Lines, Inc. that issues common equity in connection with the Delta reorganization.
Guarantor	Reorganized Delta Air Lines, Inc. (the operating company), if the operating company is not the Issuer.
Issue	Senior Unsecured Notes (the “Notes”) to be issued no later than one hundred twenty (120) days following the date of the Issuer’s exit from bankruptcy (the “Issuance Date”).
Initial Holder	A trust (which may be tax qualified or non qualified) or other entity not required to be registered under the Investment Company Act of 1940 for the benefit of Delta pilots or Delta pilot retirement accounts (to the extent such account is able to hold the Notes consistent with ERISA and the Internal Revenue Code), with the structure of such trust or entity to be determined by the parties, but which in no event can be a defined benefit plan (qualified or non qualified). Distribution mechanics, eligibility and allocation among such pilots or pilot accounts to be determined by ALPA, and subject to approval by the Company to be exercised only as required to comply with law or regulation. The allocation adopted by ALPA must be capable of being calculated and tracked by computer.
Principal Amount	\$650 million, in denominations of \$1,000.
Term	Up to fifteen (15) years from the Issuance Date.
Amortization	None prior to maturity; full principal to be repaid at maturity.
Interest and Interest Rate	Semi-annually in arrears, in cash, at an annual rate established at issuance which may be fixed or floating, at the option of the Company and which shall ensure that the Notes trade at par on the date of issuance (the “Par Value Interest Rate”). If the parties cannot agree on the Par Value Interest Rate by no later than fifteen (15) days before the issuance of the Notes, then the Par Value Interest Rate will, to the extent consistent in all respects with the availability of the 11 U.S.C. §1145 exemption, be determined as follows: (i) the Initial Holder will choose a nationally-recognized financial institution acceptable to the Company in its sole discretion (the “Bank”), (ii) the Bank will determine the lowest interest rate that will ensure that the Notes would be purchased at par value in an immediate sale of the Notes into the market by the

Initial Holder and (iii) such interest rate will be set as the Par Value Interest Rate. 50% of the Bank's fees for this service will be paid by the Issuer and 50% will be paid from the proceeds of the issuance of the Notes.

Security	None.
Ranking	Pari passu to all current and future senior unsecured debt; senior to all current and future subordinated debt; junior to all existing and future customary secured indebtedness.
Transferability	The Notes shall be issued under 11 U.S.C. §1145 and shall be freely transferable by the Holders in compliance with 11 U.S.C. §1145 without further registration under the Securities Act of 1933. The Plan of Reorganization shall provide, and the Confirmation Order with respect to the Plan of Reorganization shall order, that the issuance of the Notes is entitled to the exemption from registration provided under 11 U.S.C. §1145.
Call Rights	To be determined, at the Company's option provided that the Notes shall be priced to trade at par value on issuance on the basis of the call rights contained in the Notes.
Trustee	A nationally recognized institutional trustee selected by ALPA and the Company.
Other Terms and Conditions	The Notes are intended to be public market securities and shall be priced so that they trade at par value on issuance. The documentation of the Notes shall be based on the Issuer's November 24, 2004 Indenture (as amended to the date hereof) and this term sheet.
Implementation	ALPA and the Company will coordinate any sale or distribution of the Notes so that such sale or distribution does not unreasonably interfere with capital markets activities of the Company.
Company Option	At any time on or before the Issuance Date, the Issuer may make a cash payment to the Initial Holder in any amount up to the Principal Amount, in which case the principal amount of the Notes shall be reduced by such cash payment upon the receipt of such cash payment by the Initial Holder. The Issuer will have no obligation to issue the Notes if the Issuer makes a cash payment under this provision equal to the total Principal Amount.

**Attachment 28-2
Fees and Costs**

The Company agrees to credit the Association an amount to be negotiated, up to \$8 million, which will be a combination of cash and credit, towards *Section 24 J. 2.* and for certain transaction fees to Association financial advisors.

In addition, Athena Advisory Group, LLC will be compensated in a manner to be determined by the parties no later than April 30, 2006.