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

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:
In re: : **Chapter 11 Case No.**
:
DELTA AIR LINES, INC., et al., : **05-_____ ()**
:
Debtors. : **(Jointly Administered)**
:
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**APPLICATION FOR ORDER UNDER 28 U.S.C. § 156(c) AND
LOCAL RULE 5075-1(a) AUTHORIZING THE RETENTION
OF BANKRUPTCY SERVICES LLC AS NOTICE AGENT
AND CLAIMS AGENT FOR THE DEBTORS**

Delta Air Lines, Inc. (“**Delta**”) and those of its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”),¹ respectfully represent:

¹ The Debtors are the following entities: ASA Holdings, Inc.; Comair Holdings, LLC; Comair, Inc.; Comair Services, Inc.; Crown Rooms, Inc.; DAL Aircraft Trading, Inc.; DAL Global Services, LLC; DAL Moscow, Inc.; Delta AirElite Business Jets, Inc.; Delta Air Lines, Inc.; Delta Benefits Management, Inc.; Delta Connection Academy, Inc.; Delta Corporate Identity, Inc.; Delta Loyalty Management Services, LLC; Delta Technology, LLC; Delta Ventures III, LLC; Epsilon Trading, Inc.; Kappa Capital Management, Inc.; and Song, LLC.

Background

1. On the date hereof (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have filed a motion seeking joint administration of these chapter 11 cases.

2. Additional information about the Debtors’ business and the events leading up to the Petition Date can be found in the Declaration of Edward H. Bastian, Executive Vice President and Chief Financial Officer of Delta, which is incorporated herein by reference.

Jurisdiction

3. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and may be determined by the Bankruptcy Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

4. By this application (the “**Application**”), the Debtors seek court approval, pursuant to section 156(c) of title 28 of the United States Code and Rule 5075-1(a) of the Local Rules for the United States Bankruptcy Court of the Southern District of New York (the “**Local Rules**”), to retain Bankruptcy Services LLC (“**BSI**”) as notice agent and claims agent in the Debtors’ chapter 11 cases. The Debtors request that the Court approve the retention of BSI in accordance with the terms and conditions set forth in that

certain engagement letter, dated August 30, 2004 (the “**BSI Agreement**”), a copy of which is annexed hereto as Exhibit A.

5. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than those of the Clerk’s Office for the administration of bankruptcy cases. It provides:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

6. The thousands of creditors and other parties in interest involved in the Debtors’ chapter 11 cases may impose heavy administrative and other burdens on the Court and the Office of the Clerk of the Court (the “**Clerk’s Office**”). To relieve the Clerk’s Office of these burdens, the Debtors propose to engage BSI as their notice agent and claims agent in these chapter 11 cases.

7. BSI is one of the country’s leading chapter 11 administrators with experience in noticing, claims processing, claims reconciliation and distribution. BSI has substantial experience in the matters upon which it is to be engaged. BSI has acted/or is acting as official notice agent and claims agent in recent notable cases including: Enron Corp., WorldCom Inc., Global Crossing, Ltd., Adelphia Communications Corporation and Bethlehem Steel Corp.

8. By appointing BSI as the notice agent and claims agent in these chapter 11 cases, the Debtors’ estates and particularly the creditors will benefit from BSI’s

significant experience in acting as a notice agent and claims agent in other cases and the efficient and cost-effective methods that BSI has developed.

9. BSI is fully equipped to handle the volume involved in properly sending the required notices to and processing the claims of creditors and other interested parties in these cases. BSI will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Bankruptcy Court and the Judicial Conference.

Scope of Services

10. BSI, at the request of the Debtors or the Clerk's Office, will provide the following services as the notice agent and claims agent:

- (a) Prepare and serve required notices in these chapter 11 cases, including:
 - (i) Notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - (ii) Notice of the claims bar date;
 - (iii) Notice of objections to claims;
 - (iv) Notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
 - (v) Other miscellaneous notices to any entities, as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

(b) After the mailing of a particular notice, file with the Clerk's Office a certificate or declaration of service that includes a copy of the notice involved, an alphabetical list of persons to whom the notice was mailed and the date and manner of mailing;

(c) Maintain copies of all proofs of claim and proofs of interest filed;

(d) Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:

(i) the applicable Debtor;

(ii) the name and address of the claimant and any agent thereof,

if the proof of claim or proof of interest was filed by an agent;

(iii) the date received;

(iv) the claim number assigned; and

(v) the asserted amount and classification of the claim;

(e) Implement necessary security measures to ensure the completeness and integrity of the claims registers;

(f) Transmit to the Clerk's Office a copy of the claims registers on a weekly basis, unless requested by the Clerk's Office on a more or less frequent basis;

(g) Maintain an up-to-date mailing list (based on addresses provided by filers) for all entities that have filed a proof of claim or proof of interest, which list shall be available upon request of a party in interest or the Clerk's Office;

(h) Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours;

(i) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e);

(j) Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;

(k) Provide temporary employees to process claims, as necessary;

(l) Thirty (30) days prior to the close of these cases, an order dismissing BSI shall be submitted terminating the services of BSI upon completion of its services and upon the closing of these cases;

(m) At the close of the case, boxing and transporting all original documents in proper format, as provided by the Clerk's Office, to the Federal Records Center; and

(n) Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.

11. In connection with its appointment as notice agent and claims agent, BSI represents, among other things, that:

(a) BSI will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the notice agent and claims agent in these chapter 11 cases;

(b) By accepting employment in these chapter 11 cases, BSI waives any rights to receive compensation from the United States government;

(c) In its capacity as the notice agent and claims agent in these chapter 11 cases, BSI will not be an agent of the United States and will not act on behalf of the United States; and

(d) BSI will not employ any past or present employees of the Debtors in connection with its work as the notice agent and claims agent in these chapter 11 cases.

12. In addition to the foregoing, the Debtors seek to employ BSI to assist it with, among other things, certain data processing and ministerial administrative functions, including: (a) preparing its schedules, statement of financial affairs and master creditor list, and any amendments thereto; (b) if necessary, reconciling and resolving claims; and (c) acting as solicitation and disbursing agent in connection with the chapter 11 plan process.

13. In the event that BSI's services are terminated, BSI shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims/noticing agent.

Compensation

14. BSI's compensation is set forth on Exhibit "A" to the BSI Agreement. The Debtors respectfully submit that the compensation to be paid to BSI, as set forth in the BSI Agreement, is reasonable in light of the services to be performed. Furthermore, the Debtors request authorization to compensate BSI for services rendered, without further order of this Court, upon the submission of monthly invoices by BSI summarizing, in reasonable detail, the services for which compensation is sought.

BSI's Disinterestedness

15. The Debtors are advised that except as set forth more fully in the Declaration of Ron Jacobs, President of BSI, attached hereto as Exhibit B (the “**Jacobs Declaration**”), based on the results of the search performed to date (i) BSI has no connection with the Debtors, their creditors, or other parties in interest in this case, and (ii) BSI does not hold or represent an interest adverse to the Debtors’ estates.

16. To the best of the Debtors’ knowledge, BSI is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. BSI has represented to the Debtors that it will not represent any entities or individuals other than the Debtors in these chapter 11 cases or in connection with any matters that would be adverse to the interests of the Debtors.

17. As set forth in the Jacobs Declaration, there are no amounts owed by the Debtors to BSI.

18. The Debtors have been informed that BSI will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, BSI will supplement its disclosure to the Court.

19. The Debtors are advised that other than with its own partners and employees, BSI has agreed not to share with any person or firm the compensation it will receive for professional services rendered in connection with these cases.

20. The Debtors seek approval of the Application on an interim basis in order to provide parties an opportunity to object to the relief requested herein. If no objections are timely filed and served as set forth herein, the Debtors shall, on or after the objection deadline, submit to the Court a final order granting the relief requested herein, which

order shall be submitted and may be entered with no further notice or opportunity to be heard afforded to any party.

Waiver of Memorandum of Law

21. Pursuant to Local Bankruptcy Rule for the Southern District of New York 9013-1(b), because there are no novel issues of law presented herein, the Debtors respectfully request that the Court waive the requirement that the Debtors file a memorandum of law in support of this Application.

Notice

22. No trustee, examiner, or creditors' committee has been appointed in these chapter 11 cases. The Debtors have served notice of this Application on (i) the Office of the United States Trustee for the Southern District of New York, (ii) those creditors holding the five largest secured claims against the Debtors' estates and (iii) those creditors holding the thirty largest unsecured claims against the Debtors' estates.

23. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request the Court grant the Debtors the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
September 14, 2005

By: /s/ Edward H. Bastian

Title: Executive Vice President and Chief
Financial Officer

Delta Air Lines, Inc.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of the 30th day of August, 2004 (the "Effective Date"), by and between Delta Air Lines Inc., with its principal place of business at 1030 Delta Boulevard, Atlanta, Georgia 30320 ("Delta"), Poorman-Douglas Corporation, with its principal place of business at 10300 SW Allen Boulevard, Beaverton, OR 97005, and Bankruptcy Services, LLC 757 Third Avenue, Third Floor, New York, NY 10017 ("BSI").

1.0 SCOPE OF SERVICES

1.1 Services; Statement of Work. BSI agrees to provide to Delta the professional services identified on the Statement of Work attached to and incorporated in this Agreement as Exhibit B ("Services"). The Statement of Work describes in detail the Services to be provided and applicable schedules and charges.

1.2 Errors, Defects, and Omissions. BSI shall immediately correct all errors, defects and omissions in the Services without any additional costs to Delta.

1.3 Timeliness. The parties intend for the Services hereunder to be performed in accordance with the time frames set forth in the applicable Statement of Work.

2.0 ORGANIZATION OF BSI PERSONNEL

2.1 Staffing. If any BSI employee assigned to perform Services under any Statement of Work is unacceptable to Delta for any reason, Delta shall notify BSI in writing and BSI shall promptly remove the named BSI employee from performing such work or Services. BSI shall, if requested by Delta, promptly provide a replacement employee with equal or better qualifications and skills to continue such work or to complete the remainder of the applicable Statement of Work at no increase in cost to Delta. At Delta's request, BSI shall require any BSI employee assigned to perform Services at any Delta or Delta affiliate facility to execute a Declaration Regarding Confidentiality in the form attached hereto as Exhibit A.

2.2 Reassignment by BSI. BSI agrees to use reasonable efforts to ensure the continuity of personnel assigned to perform Services under any Statement of Work.

2.3 Safety Rules. BSI's personnel shall abide by applicable Delta safety, security and similar work-related policies, procedures, controls and rules; provided that nothing in this Agreement shall be construed as entitling BSI's personnel to any benefits or privileges provided by Delta to its employees.

2.4 No Subcontracting. [This Section is intentionally left blank.]

2.5 Independent Contractor. Nothing contained in this Agreement shall be construed to constitute BSI as a partner, employee or agent of Delta, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. BSI is retained only for the purposes and to the extent set forth in this Agreement, and BSI's relationship to Delta shall be that of an independent contractor. Neither BSI nor BSI's personnel shall be deemed to be Delta's employees. BSI shall be solely responsible for, and shall indemnify and hold Delta harmless against, the payment of compensation to BSI personnel assigned to perform Services. BSI shall be solely responsible for, and shall indemnify and hold Delta harmless against, the payment of employment benefits, if any, workers' compensation, disability benefits and unemployment insurance, and for withholding and remitting any local, state or federal payroll-related taxes or assessments related to performance of the Services.

3.0 WORK PRODUCT

3.1 Title. Delta shall have exclusive title to and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with any programmed software, procedures, work-flow methods, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, created by BSI or its employees or contractors during the course of performing work for Delta ("Work Product"). Delta shall have the sole right to obtain and to hold in its own name copyright, patent, trademark, trade secret, and any other registrations, or other such protection as may be appropriate to any Work Product, and any extensions and renewals thereof. All such Work Product made in the course of the Services rendered hereunder shall, to the extent possible, be deemed "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"). BSI hereby expressly disclaims any interest in any and all Work Product. To the extent that any work performed by BSI is found as a matter of law not to be a "work made for hire" under the Act, BSI hereby assigns to Delta the sole right, title and interest, including the copyright, in and to all such Work Product, and all copies

of them, without further consideration. For purposes of assignment of BSI's copyright in such Work Product, BSI hereby appoints Delta as its attorney-in-fact for the purpose of executing any and all documents relating to such assignment. BSI shall obtain specific agreement to the terms of this Section from each of its employees and contractors assigned to perform Services under this Agreement.

3.2 Registration, Sale, and Distribution. Neither BSI nor its personnel will copyright, patent, trademark, designate as its trade secret, sell, or distribute any Work Product.

3.3 Perfection of Delta's Interest. BSI shall give Delta and any person designated by Delta, at Delta's expense, such reasonable assistance as may be required to perfect the rights described in this Article 3, including, but not limited to, execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment in the United States and any foreign country.

3.4 Residual Ideas, Concepts or Techniques. Notwithstanding the foregoing in this Article 3, BSI shall not be required to limit its use of any residual ideas, concepts or techniques developed pursuant to BSI's efforts under this Agreement, which are general in nature and do not include any Work Product or Confidential Business Information, as defined in Section 5.1 of this Agreement.

3.5 Preexisting Materials. BSI may be requested in a Statement of Work to deliver certain preexisting or independently developed materials ("Preexisting Materials"). Delta's rights in such Preexisting Materials, if less than provided by Section 3.1 above, shall be set forth in the applicable Statement of Work.

4.0 FEES AND EXPENSES

4.1 Rates. BSI agrees to invoice Delta, monthly in arrears, for the Services provided to Delta by BSI under any Statement of Work in accordance with the fee structure set forth on that Statement of Work.

4.2 Invoices. All invoices shall include BSI's tax identification number and a detailed description of Services rendered. Delta will reimburse BSI for the reasonable and actual out-of-pocket travel-related expenses incurred by BSI's employees in connection with the performance of BSI's obligations hereunder, provided that such expenses (including living accommodations, ground transportation, and meals, but excluding air fare) shall not exceed \$185 per

person per day without prior written consent by John J. Varley, Vice President Associate General Counsel. Furthermore, all expense reimbursement requests by BSI shall include supporting documentation. At Delta's discretion, Delta shall provide to BSI, and BSI shall use, vouchers, also known as "air scrip", for BSI's employees to travel on Delta Air Lines while performing under this Agreement. Allowable per diem expenses will not exceed \$185 for traveling personnel. Local personnel, residing within one hundred miles of the Delta location where they will be assigned, are not eligible for per diem reimbursement.

4.3 Payments. The charges invoiced to Delta by BSI in accordance with this Article 4, except for any amounts disputed by Delta, shall be payable by Delta within forty-five (45) days of Delta's receipt of each invoice. In case of a dispute between Delta and BSI over charges that have been billed to Delta, Delta may withhold amounts equal to the disputed amount until the parties settle such dispute. BSI shall continue to perform all of its obligations under this Agreement notwithstanding such dispute.

4.4 Records. BSI shall maintain complete and accurate records, in a form in accordance with generally accepted accounting principles, to substantiate BSI's charges under any invoice. BSI shall retain such records for a period of three (3) years from the date of completion of all Services under the applicable Statement of Work.

4.5 Audit. Delta shall have access to all records of BSI, including all support documentation, for the purpose of verifying any and all charges billed to Delta under this Agreement and BSI's compliance with the confidentiality obligations set forth herein. BSI shall cooperate with Delta by providing Delta with access to BSI's records within seven (7) days of Delta's request. The examination of such records shall be conducted at a mutually agreeable time and place.

4.6 Taxes. There shall be added to any charges under this Agreement amounts equal to any applicable taxes, however designated, levied or based on the Services rendered, including sales and use taxes, paid or payable by BSI. Delta shall not be charged for, and BSI shall pay, any taxes based on the net or gross income of BSI or taxes imposed on BSI in lieu of income taxes or income tax increases, including value added taxes.

4.7 Retainer. Delta agrees to pay BSI a retainer of twenty-five thousand dollars (\$25,000) to be applied to the final billing. BSI shall not be obligated to pay any interest on such retainer and may commingle the retainer with BSI's funds. Upon the expiration or earlier

termination of this Agreement, such retainer shall be applied to any outstanding payment obligations of Delta, and any balance shall be promptly returned to Delta. BSI requires advance deposits for all noticing, newspaper publishing or other significant expenditures (as mutually agreed upon by the parties).

4.8 Unusual Measures. If Delta requests in writing that BSI take measures that are unusual and beyond BSI's normal business practice, such as, but not limited to, CPA, Audit, Errors and Omissions Insurance, and/or Off Premises Storage of Data, the cost of such measures, if provided by BSI, and if mutually agreed upon by the parties shall be charged to Delta.

5.0 CONFIDENTIAL INFORMATION

5.1 Confidential Information. During the term of this Agreement and for a period of five (5) years thereafter, each party (for the purposes of this Article, a "Receiver") shall maintain in strict confidence, and agree not to disclose to any third party, except as necessary for the performance of the Agreement when authorized by the other party (for the purposes of this Article, a "Discloser") in writing, Confidential Information that the receiver receives from the discloser or its affiliates. "Confidential Information" means all non-public information of a sensitive nature concerning the discloser or its affiliates, including, but not limited to, this Agreement and any other non-public information (whether in writing or retained as mental impressions) concerning research and development; present and future projections; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; contracts and bids; personnel; and information that would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the Discloser's business and the industry in which the Discloser operates.

5.2 Exclusions. Confidential Information does not include: information that is, or subsequently may become within the knowledge of the public generally through no fault of the Receiver; information that the Receiver can show was previously known to it as a matter of record at the time of receipt; information that the Receiver may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or information that the Receiver may subsequently develop as a matter of record, independently of disclosure by the Discloser.

5.3 Trade Secrets. During the term of this Agreement and for so long thereafter as applicable state law allows, the parties agree to maintain in strict confidence, and agree not to use or disclose except as authorized in writing by the Discloser, Trade Secrets as defined by applicable state law.

5.4 Third Party Information. The confidentiality provisions in this Article 5 apply to and shall protect the confidentiality of information provided to the Discloser by third parties.

5.5 Court Order. Notwithstanding the foregoing restrictions in sections 5.1 and 5.2, the Receiver may disclose Confidential Information or Trade Secrets to the extent required by an order of any court or other governmental authority, but only after the Receiver has notified the Discloser and Discloser has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

5.6 Injunctive Relief. The Receiver acknowledges that disclosure of any Confidential Information or Trade Secret by it or its employees will give rise to irreparable injury to the discloser or the owner of such information, not adequately compensated by damages. Accordingly, the Discloser or such other party may seek and obtain injunctive relief against the breach or threatened breach of the undertakings in this Article, in addition to any other legal remedies which may be available, without the requirement of posting bond. The Receiver further acknowledges and agrees that the covenants contained in this Article are necessary for the protection of the Discloser's legitimate business interests and are reasonable in scope and content.

5.7 PII Definitions. As used in this Agreement, the following terms have the following meanings ascribed to them: "Delta Personally Identifiable Information" or "Delta PII" means information relating to identified or identifiable individuals, including without limitation, customer, third party and/or employee data, such as the case may be, which information has been collected by or on behalf of Delta or its subsidiaries or affiliates. The terms "process," "processing" or "processed" in relation to Delta PII include, without limitation, the following operations: collection, recording, organization, storage, amendment, retrieval, consultation, manipulation, transmission and erasure.

5.8 Processing and Use of Delta PII. Delta may entrust BSI with Delta PII. BSI agrees to use reasonable measures to prevent the unauthorized processing, capture, transmission and use of Delta PII which Delta may disclose to BSI during the course of Delta's relationship

with BSI. BSI shall process and use Delta PII solely in accordance with the provisions of this Agreement. BSI shall process and use Delta PII only for those purposes specifically described in statements of work attached to this Agreement or those purposes specifically authorized in writing by Delta. BSI may not transfer Delta PII to any third party without Delta's prior written consent. BSI shall implement, at a minimum, the data security measures and observe the minimum standards set forth in Exhibit C in order to protect Delta PII.

6.0 WARRANTY

6.1 Standard of Performance. BSI represents and warrants that all Services shall be performed: (a) in a diligent, efficient and trustworthy manner; (b) for the purpose of advancing and improving Delta's business; and (c) consistent with the highest professional standards in the field.

6.2 Infringement. BSI represents and warrants that the Services and Work Product provided under this Agreement will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party.

6.3 Equal Opportunity. BSI represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age or any other unlawful criterion and that it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof. The Equal Opportunity Clauses set forth in 41 C.F.R., sections 60-1.4 (a), 60-250.5 (a) and 60-741.5 (a) are incorporated herein by this reference.

6.4 Compliance with Laws. BSI represents and warrants that it will, in the performance of this Agreement, comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances, including all laws and regulations governing the hiring of aliens.

7.0 LIABILITY AND INSURANCE

7.1 EXCLUSIONS AND LIMITATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES,

NOR SHALL A PARTY'S LIABILITY TO THE OTHER EXCEED THE GREATER OF THREE (3) TIMES THE VALUE OF THE STATEMENT OF WORK UNDER WHICH THE LIABILITY ARISES, OR THE TOTAL AMOUNT PAID BY DELTA TO BSI UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE LIABILITY ARISES. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE EVENT OF: CLAIMS FOR BODILY INJURY (INCLUDING LOSS OF LIFE) OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY; OR BREACH BY EITHER PARTY OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT.

7.4 Insurance. BSI shall maintain throughout the term of this Agreement: Workers' Compensation insurance with statutory limits and Employer's Liability insurance in an amount not less than \$500,000; and Commercial General Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence. All insurance policies shall be primary, without contribution from any other insurance carried by Delta. All policies shall provide for contractual liability and shall include a standard cross-liability clause or endorsement. All policies shall name Delta as an additional insured (except for Workers' Compensation). Upon Delta's request, BSI shall provide Delta with a certificate evidencing this coverage and providing not less than thirty (30) days prior written notice of cancellation, termination or material change. BSI's liability under this Agreement shall not be limited by the amount or type of insurance required under this Section.

8.0 TERMINATION OF AGREEMENT

8.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with this Section 8, or until the completion of Services under any Statement of Work entered into prior to the expiration of this Agreement, whichever is later.

8.2 Breach. In addition to any other remedy available under this Agreement or otherwise, either party may terminate this Agreement (or any Statement of Work) if the other party breaches any material provision of this Agreement (or the applicable Statement of Work) and has not cured the breach within thirty (30) days after receipt of written notice of the breach.

8.3 Termination Without Cause. Delta may terminate this Agreement (or any Statement of Work) at any time

without cause effective immediately upon BSI's receipt of written notice from Delta. BSI may terminate this Agreement at any time without cause effective ninety (90) days after Delta's receipt of written notice from BSI; provided, however, that BSI shall be required to complete any Statement of Work entered into before the effective date of such a termination. Delta's sole and exclusive obligation to BSI upon either party's termination under this Section shall be the payment of unpaid charges due and payable for Services properly performed up to the effective date of termination. In no event will Delta be liable to BSI for any anticipated fees or profits on account of a termination under this Section. The parties acknowledge that the first \$100 paid under this Agreement is adequate and specific consideration for the rights under this Section.

8.4 Effect of Termination. Upon the termination of this Agreement BSI shall promptly return any and all Delta Confidential Information and Delta PII to Delta. In addition, upon the return of such Confidential Information and Delta PII, BSI shall remove all such information from its computer systems and provide Delta with written certification of BSI's compliance with this Section 8.4

9.0 MISCELLANEOUS

9.1 Recruiting of Employees. During the term of this Agreement, and for two (2) years following its termination or expiration, neither party shall engage or offer employment to any of the other party's or its affiliates' employees or former employees who had been employed by the other party or its affiliates within six (6) months of such engagement or offer.

9.2 Promotion. BSI agrees that it will not, without prior written consent of Delta's Legal department, or their designee, in each instance (a) use in advertising, publicity or otherwise the name of Delta or any Affiliate, or any employee of either, nor any trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Delta or any Affiliate, (b) represent, directly or indirectly, that any product or service provided by BSI has been approved or endorsed by Delta or any Affiliate, or (c) make any statement to any customer, supplier, or other person with regard to the transactions contemplated by this Agreement, except as required by law.

9.3 Progress Reports. Upon request by Delta, BSI will submit a detailed progress report to Delta. Such

progress reports will detail Services performed to date and estimated time to complete.

9.4 Assignment. This Agreement shall inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, and any attempt to make such an assignment shall be void. Notwithstanding the foregoing, Delta may assume or assign this Agreement to any Affiliate, to any entity that gains control of Delta by way of merger, acquisition, corporate reorganization or otherwise, or to any third-party service provider acting on Delta's behalf and for Delta's benefit. "Affiliate" means Delta Air Lines, Inc. ("Delta Air Lines") and any individual, corporation, partnership, association, or business that directly or indirectly through intermediaries, controls, is controlled by or is under common control with Delta Air Lines or Delta. An ownership, voting or similar interest (including any right or option to obtain such an interest) representing at least 50% of the total interests then outstanding of the pertinent entity shall constitute "control" for the purposes of this definition.

9.5 Air Travel. BSI agrees that its personnel performing Services under this Agreement will make every reasonable effort to use Delta Air Lines for air travel associated with the performance of any Statement of Work.

9.6 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of New York, USA, without giving effect to its conflicts of law principles.

9.7 Surviving Sections. Articles 3, 4, 5, 6, 7 and 9, and Section 8.4 shall survive termination or expiration of this Agreement, in addition to any provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

9.8 Complete Agreement. This Agreement constitutes the complete agreement and understanding between the parties and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. This Agreement may be modified only by a writing, signed by both parties, which specifically identifies this Agreement by name and date.

9.9 Even Construction. The parties acknowledge that this Agreement was the subject of fair negotiation between parties adequately represented by counsel of their choice. Neither party shall be considered the "drafter" of this Agreement for the purpose of construing any of its terms and conditions.

9.10 Headings. Article and Section headings and numbers are provided for convenience only, and shall not affect the construction or interpretation of this Agreement.

9.11 Days. References to "days" or a "day" shall mean a calendar day, unless otherwise stated.

9.12 Notices. Any notice or communication required to be given by either party to this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or by confirmed facsimile transmission to the addresses indicated below:

If to BSI: Bankruptcy Services, LLC
 Attn: Ron Jacobs, President
 757 Third Avenue New York, N.Y.
 10017

If to Delta: Delta Air Lines, Inc.
 Attn: John J. Varley
 Associate General Counsel
 Dept. 981
 PO Box 20706
 Atlanta, GA 30320-2574
 Telephone: 404-715-2872

9.13 Supplier Diversity. Contractor acknowledges that (i) Delta is committed to enhancing business opportunities for small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business enterprises (collectively, "Small Business") as first and second tier suppliers to Delta, and (ii) Delta believes that every reasonable attempt should be made to include and utilize Small Business supplier firms as suppliers to Delta, as long as they are competitive on price, quality and service, and provide the best overall value for Delta. Contractor agrees to cooperate with Delta to achieve the general objective of including Small Business supplier firms as suppliers to Delta, in accordance with the guidelines described in clause (ii) above, and to use all commercially reasonable efforts to include Small Business supplier firms in its procurement process. Upon request, Contractor shall complete and submit to Delta a Supplier Diversity Quarterly Utilization Report, in such format as Delta may reasonably specify.

9.14 Terms of Agreement. The terms and conditions of this Agreement shall prevail over any and all terms contained in Delta's purchase order or authorization or BSI's acknowledgement thereof which are in addition to or inconsistent with the terms of this Agreement, notwithstanding any acknowledgment or acceptance of such purchase order or authorization or acknowledgment..

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

(BSI)
 By: [Signature]
 (Signature)
 Name: RON JACOBS
 Title: PRESIDENT
 Address: 757 3RD AVP
NY- NY. 10017

Delta Air Lines, Inc.
 By: [Signature]
 (Signature)
 Name: Eric J. Curnow
 Title: GM-Corporate Services SCM
 Address: Dept. 933
1030 Delta Blvd.
Atlanta, GA 30320

Bankruptcy Services, LLC

By: _____
 (Signature)
 Name: _____
 Title: _____
 Address: _____

In Sequence, Please Initial and Date	
1. Buyer	
2. General Manager	<u>EJC 8/31/04</u>
3. Legal	<u>BJ 8/31/04</u>
4. Internal Customer	<u>GU 9-1</u>
5. Finance	<u>[Signature] 9-2-04</u>
6. DT	
7. Corporate Ops, Director	

EXHIBIT A

DECLARATION REGARDING CONFIDENTIALITY

The undersigned declares as follows:

1. I am currently employed by BSI identified below (the "BSI"), which is performing Services for Delta Air Lines, Inc./Delta Technology, Inc. (herein referred to as Delta) under the Professional Services Agreement dated August 31, 2004 (the "Agreement").
2. I understand that, in connection with my professional Services for Delta, I may receive or have access to certain Confidential Business Information, including but not limited to, information relating to the Agreement. "Confidential Business Information" means all non-public information of a competitively sensitive nature concerning Delta and all other clients and suppliers of Delta, including any non-public information (whether in writing or retained as mental impressions) concerning the Agreement; research & development; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; contracts and bids; and personnel.
3. I understand that, in connection with my professional Services for Delta, I may receive or have access to certain Trade Secrets, as defined by applicable law, including but not limited to, information relating to the Agreement. "Trade Secrets" may include, but are not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual or potential customers or suppliers or bids, plans or contracts from actual or potential customers or suppliers which:
 - (a) derives economic value, actual or potential, from not being generally known to, and not readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and
 - (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
4. I understand and agree that I may discuss and make available such Confidential Business Information and Trade Secrets only to those employees and contractors of Delta, and those employees of BSI, who, due to their job responsibilities specifically assigned in the area of professional Services for the Agreement, must have access to the Confidential Business Information or Trade Secrets and who have executed similar Declarations. Except as required by law, I will not otherwise disclose, reproduce, copy or otherwise make available to any third party (including my employer) in any way the Confidential Business Information or Trade Secrets.
5. I will immediately report to Delta any violation or breach of the commitments made in this Declaration, whether the breach or violation is intentional or inadvertent.
6. I will abide by the commitments made in this Declaration regarding Confidential Business Information for the period I am performing such professional Services and for five (5) years thereafter. In addition, I will abide by the commitments made in this Declaration regarding Trade Secrets for the period I am performing such professional Services and for as long thereafter as applicable state law will allow. I agree that my obligation to maintain the commitments made in this Declaration will survive the termination of my work for Delta, whether voluntary or involuntary, and that upon the termination of my work for Delta, I will return to Delta all Confidential Business Information and Trade Secrets, including all copies of notes and other documents reflecting in any way the Confidential Business Information or Trade Secrets.
7. I understand that if I violate or breach the commitments made in this Declaration, I will be subject to legal action.
8. Nothing in this Agreement shall be construed to create an employment or agency relationship between Delta and me.

Executed this 31st day of August, 2004.

BSI

(your signature)

(your printed name)

**Exhibit B
Statement of Work**

This Statement of Work ("SOW") is made and entered into as of the 31st day of August, 2004 (the "SOW Effective Date"), by and between Delta Air Lines, with its principal place of business at 1030 Delta Boulevard, Atlanta, Georgia 30320 ("Delta"), and Poorman-Douglas Corporation, with its principal place of business at 10300 SW Allen Boulevard, Beaverton, OR 97005 ("BSI"). This SOW is attached to and incorporated by reference into the Professional Services Agreement entered into by the parties with an effective date of August 31, 2004 ("Agreement").

1. Delta hereby retains BSI to perform certain noticing and claims processing administration services, and BSI hereby agrees to perform such services, in accordance with the terms and conditions of this SOW and the Agreement. From time to time Delta shall request and BSI agrees to provide such noticing and claims processing administration services. Delta shall pay BSI the fees for such services in accordance with the "Bankruptcy Processing Fee Schedule" set forth below.
2. Delta shall assume the risks and BSI shall not be responsible for any damages, liability or expenses incurred in connection with any delay in deliver of or damage to cards, disks, magnetic tapes or any input data furnished by Delta unless BSI has agreed in writing to assume such responsibility. Forms storage at BSI beyond a normal 90-day supply will be billed at the standard warehousing rates set forth below.
3. Unless otherwise agreed in writing, all software programs developed by BSI in connection with any services to be performed under this SOW shall remain the sole property of BSI. All software programs and/or related systems documentation in the possession of BSI which BSI has agreed in writing to return to Delta, or prepared for Delta by BSI, shall be returned to Delta upon the termination of the Agreement, provided, that all charges for such software programs and/or related systems documentation have been paid in full.

4. **Bankruptcy Processing Fee Schedule**

Set-Up Fees

Creditor Data Provided In Electronic Format	\$.10 Per Record
Creditor Data Key Entered	\$ 55.00 Per Hour

Notice Printing and Mailing

Notices printed and mailed (including printing, materials, Inserting) first image	\$.20 Per Notice
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Additional Images	\$.07 Per Page
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Consulting and Claims Docketing Hourly Rates

Consultants	\$150.00 to \$225.00
Case Managers\Associate Case Managers	\$100.00 to \$175.00
Technical Support & Programming	\$100.00
Claims Processors	\$ 55.00
Notice Coordination Support	\$ 55.00
Data Entry and Document Custody	\$ 55.00
Clerical Support	\$ 35.00

Document Serving \ E-Serving

E-Serving (no charge for emails, hourly rates apply)	No Charge
Faxing	\$.15 Per Page
Printed Documents	\$.15 Per Page

Reports \ Faxing \ Documents to Overnight

Printed Reports	\$.15 Per Page
Web Presented Reports	\$ 75.00 Per Report

Monthly Data Storage

Creditor Records	\$.07 Per Creditor
Images	\$.02 Per Image

Optional Services

Toll Free Customer Support

One Time Voice Response Unit Set-Up	\$1,000.00
Message Recording Fee	\$ 250.00
Voice response Unit	\$.39 Per Minute (Plus Line Charges)
Transcription of Messages	\$.80 Per Transcription
Live Operator Support	\$ 75.00 Per Hour
Monthly Minimum	\$ 200.00 Per Month

Newspaper Notice Publishing

Quote

Disclosure Statement and Reorganization Plan

Quote

Balloting Tabulation

Hourly Rates

Disbursements

W-9 or 1099	\$.90 Each
Issuance of Checks	\$ 1.75 Per Check

Labels/Imaging/Copies/Miscellaneous

Labels	\$.06 Per Label
Imaging	\$.16 Per Image
Copies	\$.15 Per Copy
CD Creation	\$ 50.00
Plus	\$.01 Per Image
Document Storage	\$ 1.50 Per Box/month

Website Services

One Time Setup fee	Waived – see note 1
Monthly base fee	TBD
Post Document	\$ 50.00 Each
Maintenance	\$ 150.00 Per Hour

Quoted based on customers specifications.

Deposits

Fees for mailings and newspaper publishing will be estimated and paid in advance of the mailing or publication.

A retainer deposit is required that will be applied to the final billing.

Note 1 – Assumes website substantially the same as the current pd-ual.com website

Poorman-Douglas Corporation

By: _____
(Signature)
Name: _____
Title: _____
Address: _____

RF

Delta Air Lines, Inc.

By: Eric J. Curnow
(Signature)
Name: Eric J. Curnow
Title: GM-Corporate Services SCM
Address: _____

Bankruptcy Services, LLC

By: [Signature]
(Signature)
Name: RON JACOBS
Title: PRESIDENT
Address: 757 3RD AVP
NY NY 10017

In Sequence.	
Please Initial and Date	
1. Buyer	
2. General Manager	<u>EJC 8/31/04</u>
3. Legal	<u>BS 8/31/04</u>
4. Internal Customer	<u>[Signature] 9-1</u>
5. Finance	<u>[Signature] 9-2-04</u>
6. DT	
7. Corporate Ops, Director	

Exhibit C

Data Security

1. Access of Persons: BSI agrees to provide its employees and agent's access to Delta PII on a need-to-know basis only and agrees to cause any persons having authorized access to such information to be bound by obligations of confidentiality, non-use and non-disclosure no less stringent than those imposed upon BSI by this Agreement. BSI agrees to use reasonable measures to prevent unauthorized persons from gaining access to the data processing equipment or media where Delta PII is stored or processed. Logon credentials shall be used to protect Delta PII in conformity with the following standards: minimum six (6) non-repeating, mixed case alpha, numeric, and symbolic character password structure; appropriate expiration schedules for permanent and initial passwords; and appropriate procedures to track and address failed logon attempts. In the event Company provides system/application for Delta users, the following additional information security administration standards apply: no use of personal information about the user (e.g., name or family members' names, date of birth, social security number, address or telephone numbers) for logon credentials; User Ids and passwords shall not be distributed together and must be distributed over a secure channel. BSI asserts that they are compliant with SAS 70.
2. Data Media/Storage: BSI agrees to use reasonable measures to prevent the unauthorized reading, copying alteration or removal of the data media used by BSI and containing Delta PII.
3. Data Retention: BSI shall not retain Delta PII any longer than is reasonably necessary to accomplish the intended purposes for which Delta PII was transferred. Upon the earlier termination of this Agreement or the written request of Delta, BSI shall delete and/or destroy all Delta PII in BSI's possession, including any copies thereof, and shall deliver a written statement to Delta within 15 days of Delta's request confirming that BSI has done so.
4. Data Memory: BSI agrees to use reasonable measures to prevent unauthorized data input into memory and the unauthorized reading, alteration or deletion of Delta PII.
5. Personnel: Upon request, BSI shall provide Delta, within seven days, with a list of BSI's employees entrusted with processing the Delta PII transferred by BSI, together with a description of their access rights within a reasonable amount of time after the request has been made to BSI.
6. Transmission: BSI agrees to use reasonable measures to prevent Delta PII from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media on which Delta PII is stored.

7. **Systems Access:** In the event BSI accesses Delta's computer systems by electronic means (including, without limitation, by remote or direct connection to Delta's or Delta Technology's computer systems, intranet, databases or extranet, or data file transmissions, and regardless of whether the source contains Confidential Information), BSI, shall observe the following covenants:
- (i) Access to Delta's or Delta Technology's computer systems, intranet, databases or extranet is not granted by this Agreement. Any such access shall only be exercised by BSI following Delta's separate written consent, which consent shall refer to this Agreement, and which can be revoked by Delta at any time without cause.
 - (ii) BSI shall only access, use, or modify the information and related computer systems and files that Delta expressly authorizes it to access, use, or modify ("Permitted Systems"), notwithstanding that other information and related computer systems and files may be accessible to BSI.
 - (iii) BSI shall not permit or allow any unauthorized person or third parties to access, use, or modify the Permitted Systems.
 - (iv) BSI shall, at a minimum, comply with any written guidelines from Delta related to remote or direct access; provided, however, that BSI shall remain solely liable for the breach of any other obligations under this Agreement, notwithstanding BSI's compliance with such guidelines.
 - (v) BSI shall take commercially reasonable efforts to avoid the introduction of malicious hardware, software, malware, or device into Delta's or Delta Technology's computer systems, intranet, databases or extranet, by way of remote or direct access or otherwise, designed to permit unauthorized access to or use or modification of either the information or Delta's or Delta Technology's computer systems intranet, databases or extranet; to disable, modify, damage or delete the information, or any data, computer hardware or other equipment or software operated or maintained by Delta or Delta Technology; or to perform any other such similar actions.
8. **Audit Trails:** BSI shall make best efforts to have appropriate audit trail standards to ensure accountability of system and security-related events for Confidential Information and/or Delta PII. BSI is in full compliance with SAS 70.

Exhibit B

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

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

**DECLARATION OF RON JACOBS IN SUPPORT OF
THE APPLICATION OF THE DEBTORS FOR ORDER UNDER
28 U.S.C. § 156(c) AND LOCAL RULE 5075-1(a) AUTHORIZING
THE RETENTION OF BANKRUPTCY SERVICES LLC
AS NOTICE AGENT AND CLAIMS AGENT FOR THE DEBTORS**

Ron Jacobs, being duly sworn, deposes and says:

1. I am President of Bankruptcy Services LLC (“**BSI**”), a data processing company specializing in the administration of large bankruptcy cases with offices located at 757 Third Avenue, New York, New York 10017, and I make this Declaration on behalf of BSI (the “**Jacobs Declaration**”). I submit this Declaration in support of the Application of the debtors in the above-captioned chapter 11 cases (the “**Debtors**”)¹ for an order authorizing the employment and retention of BSI as notice agent and claims agent for the Debtors in these chapter 11 cases, pursuant to the terms and conditions set forth in the agreement attached to the Application as Exhibit A (the “**BSI Agreement**”).

Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The Debtors are the following entities: ASA Holdings, Inc.; Comair Holdings, LLC; Comair, Inc.; Comair Services, Inc.; Crown Rooms, Inc.; DAL Aircraft Trading, Inc.; DAL Global Services, LLC; DAL Moscow, Inc.; Delta AirElite Business Jets, Inc.; Delta Air Lines, Inc.; Delta Benefits Management, Inc.; Delta Connection Academy, Inc.; Delta Corporate Identity, Inc.; Delta Loyalty Management Services, LLC; Delta Technology, LLC; Delta Ventures III, LLC; Epsilon Trading, Inc.; Kappa Capital Management, Inc.; and Song, LLC.

2. BSI is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, claims reconciliation and distribution. BSI is well qualified to provide the Debtors experienced services as notice agent and claims agent in connection with these chapter 11 cases. Among some of the large chapter 11 cases in which BSI has acted, or currently is acting, as notice agent to the Debtors, are: Enron Corp., WorldCom, Inc., Global Crossing, Ltd., Adelphia Communications Corporation and Bethlehem Steel Corp.

3. The compensation arrangement provided for in the BSI Agreement is consistent with and typical of arrangements entered into by BSI and other such firms with respect to rendering similar services for clients such as the Debtors.

4. The Debtors will pay BSI fees and expenses upon the submission of monthly invoices by BSI summarizing, in reasonable detail, the services for which compensation is sought.

5. To the best of my knowledge and belief, neither I nor BSI holds or represents any interest adverse to the Debtors' estates and BSI will not represent any other entity in connection with these chapter 11 cases.

6. In addition to the foregoing, it is my understanding that no BSI member or employee or their immediate family members own Debtor stock, are employed by, or are otherwise a creditor of, the Debtors.²

7. Based on the information available to me, I believe that BSI is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and

² This disclosure excludes such de minimis items as membership in Debtors' frequent flier program and airplane tickets purchased by, and refunds owed by the Debtors to, BSI members or employees.

holds no interest adverse to the Debtors and their estates for the matters for which BSI is to be employed.

8. I am not related or connected to and, to the best of my knowledge, no other professional of BSI is related or connected to any United States Bankruptcy Judge or District Judge for the Southern District of New York or the United States Trustee for the Southern District of New York or to any employee in the offices thereof.

9. To the best of my knowledge and belief, and except as described herein, neither I nor BSI nor any officer or director of BSI has any connection or relationship with the Debtors, their creditors, or any other parties-in-interest in these cases (or their attorneys or accountants) that would conflict with the scope of BSI's retention or would create any interest adverse to the Debtors' estates, the Official Committee of Unsecured Creditors (when appointed) or any other party-in-interest. BSI has and will continue to represent clients in matters unrelated to this case and has had and will continue to have relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this case.

10. There is no agreement or understanding between BSI and any other person or entity for sharing compensation received or to be received for services rendered by BSI in connection with these chapter 11 cases.

11. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on September 14, 2005.

/s/ Ron Jacobs
Declarant: Ron Jacobs
Title: President

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

----- X
: **Chapter 11 Case No.**
: **05-_____ ()**
: **(Jointly Administered)**
:
----- X

**INTERIM ORDER PURSUANT TO 28 U.S.C. § 156(c)
AND LOCAL RULE 5075-1(a) AUTHORIZING THE RETENTION OF
BANKRUPTCY SERVICES LLC AS NOTICE AGENT
AND CLAIMS AGENT FOR THE DEBTORS**

Upon the application dated September 14, 2005 (the “**Application**”)¹ of Debtor and those of its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”),² for an order for authority to retain Bankruptcy Services LLC (“**BSI**”) as its notice agent and claims agent under 28 U.S.C. § 156(c) and Local Rule 5075-1(a); and upon the Declaration of Ron Jacobs, President of BSI (the “**Jacobs Declaration**”); and the Court being satisfied, based on the representations made in the Application and the Jacobs Declaration, that BSI is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and represents no interest adverse to the Debtors’ estates with respect to the matters upon which it is to be engaged; and upon consideration of the Declaration

¹ Unless otherwise defined herein, each capitalized term shall have the same meaning ascribed to it in the Application.

² The Debtors are the following entities: ASA Holdings, Inc.; Comair Holdings, LLC; Comair, Inc.; Comair Services, Inc.; Crown Rooms, Inc.; DAL Aircraft Trading, Inc.; DAL Global Services, LLC; DAL Moscow, Inc.; Delta AirElite Business Jets, Inc.; Delta Air Lines, Inc.; Delta Benefits Management, Inc.; Delta Connection Academy, Inc.; Delta Corporate Identity, Inc.; Delta Loyalty Management Services, LLC; Delta Technology, LLC; Delta Ventures III, LLC; Epsilon Trading, Inc.; Kappa Capital Management, Inc.; and Song, LLC.

of Edward H. Bastian Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) in Support of First-Day Motions and Applications, dated as of the Petition Date; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Application and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Office of the United States Trustee for the Southern District of New York, those creditors holding the five largest secured claims against the Debtors’ estates and those creditors holding the thirty largest unsecured claims against the Debtors’ estates, and it appearing that no other or further notice need be provided; and the relief requested in the Application being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Application and having held a hearing with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Application is approved on an interim basis; and it is further

ORDERED that the Debtors are hereby authorized to retain BSI as their notice agent and claims agent in the Debtors' chapter 11 cases, as contemplated by the Application and on the terms provided in the BSI Agreement; and it is further

ORDERED that BSI shall be compensated for its services and reimbursed for any related expenses in accordance with BSI's normal hourly rates and disbursement policies as set forth in the Application, the Jacobs Declaration, the BSI Agreement, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders of this Court; and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the Application, the BSI Agreement, or this Order, the terms of this Order shall govern; and it is further

ORDERED that a copy of this Order and the Application shall be served upon (i) the Office of the United States Trustee for the Southern District of New York, (ii) those creditors holding the five largest secured claims against the Debtors' estates (iii) and those creditors holding the thirty largest unsecured claims against the Debtors' estates, by hand delivery or deposit with an overnight delivery service within three business days after entry hereof; and it is further

ORDERED that objections to the Debtors' retention of BSI on a permanent basis shall be filed with the Court with a copy to Chambers, together with proof of service thereof, and served upon (i) Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Esq.; (ii) Bankruptcy Services LLC, 757 Third Avenue, New York, New York 10017, Attn: Ron Jacobs; and (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st

Floor, New York, New York 10004, Attn. Greg M. Zipes, Esq.; (iv) attorneys for any official committee then-appointed in these cases; (v) attorneys to the agent for the Debtors' post-petition lenders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: George A. Davis and (vi) attorneys for American Express Travel Related Services Company, Inc., Hahn & Hessen LLP, 488 Madison Avenue, New York, New York 10022, Attn: Jeffrey L. Schwartz and Joshua I. Divack, so as to be received no later than three (3) business days before the hearing date set forth below; and it is further

ORDERED that any objections to the proposed retention must be filed with the Court in accordance with General Order M-242, as amended by General Order M-269 (available at www.nysb.uscourts.gov); and it is further

ORDERED that in the event an objection is timely served and filed in accordance with this Order, there shall be a hearing held on _____ ____, 200_ at _ __ __.m to consider such objection, and pending entry of an order following the conclusion of said hearing, BSI shall continue as notice agent and claims agent for the Debtors on an interim basis in accordance with this Order; and it is further

ORDERED that if no objections are timely filed and served as set forth herein, the Debtors shall, on or after the objection deadline, submit to the Court a final order substantially in the form of this Order, which Order shall be submitted and may be entered with no further notice or opportunity to be heard afforded to any party; and it is further

ORDERED that the requirement pursuant to Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York that the Debtors file a memorandum of law in support of the Application is hereby waived.

Dated: _____, 2005
New York, New York

UNITED STATES BANKRUPTCY JUDGE