

Objection Deadline: December 29, 2006 at 4:00 p.m. (E.S.T.)  
Hearing Date (If Necessary): January 5, 2006 at 9:30 a.m. (E.S.T.)

Daniel H. Golden (DG-5624)  
Lisa G. Beckerman (LB-9655)  
David H. Botter (DB-2300)  
AKIN GUMP STRAUSS HAUER & FELD LLP  
590 Madison Avenue  
New York, New York 10022-2524  
(212) 872-1000 (Telephone)  
(212) 872-1002 (Facsimile)

Attorneys for the Official Committee of Unsecured  
Creditors of Delta Air Lines, Inc., et al.

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

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

**APPLICATION OF THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS FOR AN ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF AN AIRLINE INDUSTRY CONSULTANT**

The Official Committee of Unsecured Creditors (the "Creditors' Committee") of Delta Air Lines, Inc. ("Delta") and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") hereby files this application (the "Application") for an order, under sections 328(a) and 1103 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 2014-1 of the Local Rules of the Bankruptcy Court for the Southern District of New York (the "Local Rules"), authorizing the Creditors' Committee to retain and employ Gordon Bethune/gb-1 partners ("Mr. Bethune") as an airline industry expert and consultant to the Creditors' Committee pursuant to the terms of the engagement letter dated December 20, 2006, a

copy of which is attached hereto as Exhibit A (the “Engagement Letter”), and, in support of this Application, the Creditors’ Committee respectfully represents as follows:

**Background**

1. On September 14, 2005 (the “Petition Date”), each of the Debtors filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.
2. Since the Petition Date, the Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
3. On September 28, 2005, pursuant to section 1102 of the Bankruptcy Code, the United States Trustee appointed the Creditors’ Committee. The Creditors’ Committee currently consists of nine members.<sup>1</sup> Pursuant to section 1103(a) of the Bankruptcy Code, the Creditors’ Committee selected Akin Gump Strauss Hauer & Feld LLP to serve as counsel to the Creditors’ Committee.
4. On November 15, 2006, US Airways Group, Inc. (“US Airways”) publicly announced a proposal to Delta pursuant to which both companies would combine upon Delta’s emergence from bankruptcy (the “US Airways Proposal”).
5. On December 19, 2006, the Debtors filed their joint “stand-alone” plan of reorganization under chapter 11 of the Bankruptcy Code (the “Stand-Alone Plan”) and disclosure statement for the Stand-Alone Plan.

---

<sup>1</sup> The Committee is comprised of the following entities: U.S. Bank National Association and U.S. Bank Trust National Association; Boeing Capital Corp.; Pension Benefit Guaranty Corporation; The Coca-Cola Company; Pratt & Whitney, a division of United Technologies Corporation; Air Line Pilots Association, International; MainStay High Yield Corporate Bond Fund; Fidelity Advisor Series II: Fidelity Advisor High Income Advantage Fund; and The Bank of New York. In addition, the Kenton County Airport Board (Cincinnati/Northern Kentucky Airport) and the Hartsfield-Jackson Atlanta International Airport are *ex officio* members of the Committee.

6. Following the announcement of the US Airways proposal, but prior to the filing of the Stand-Alone Plan, the Creditors' Committee determined that it was necessary and appropriate to retain the services of a recognized airline industry expert to serve as a consultant to the Creditors' Committee. By this application, and for the reasons set forth herein and in the Affidavit of Gordon Bethune (the "Bethune Affidavit") which is attached hereto as Exhibit B, the Creditors' Committee seeks entry of an order authorizing the Creditors' Committee to retain Mr. Bethune as its airline industry expert and consultant.

#### **Jurisdiction**

7. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This Application is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested in this Application are sections 328(a) and 1103(a) of the Bankruptcy Code.

#### **Relief Requested**

8. Pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code, the Creditors' Committee requests that the Court enter an order authorizing the Creditors' Committee to retain and employ Mr. Bethune as an aviation industry consultant effective as of December 20, 2006, pursuant to the terms of the Engagement Letter between the Creditors' Committee and Mr. Bethune.

9. The Creditors' Committee submits this Application because of its pressing need to retain an airline industry expert and consultant with broad experience as a senior executive of a major international carrier in order to consult with and advise the Creditors' Committee in the critical tasks associated with analyzing and assessing any (i) merger, acquisition, or combination transaction, including the U.S. Airways Proposal, that may be

proposed by any party with respect to the Debtors' businesses (a "Transaction Proposal") and (ii) plan of reorganization proposed for Delta, including the Stand-Alone Plan (a "Plan of Reorganization"). The Creditors' Committee has determined that Mr. Bethune's experience and knowledge is critical for the Creditors' Committee to properly assess the various issues facing the Creditors' Committee in making decisions with respect to emergence strategies for these estates, including, but not limited to, any Transaction Proposal and/or Plan of Reorganization. The Creditors' Committee believes that the retention of Mr. Bethune is in the best interest of the Debtors' unsecured creditors. In that regard, as a consultant to the Creditors' Committee, Mr. Bethune will have the same fiduciary obligations to the Creditors' Committee and the Debtors' estates as do the other professionals retained by the Creditors' Committee. The Creditors' Committee has carefully tailored the scope and compensation of Mr. Bethune's retention so that (i) the work performed by Mr. Bethune will not be duplicative of the work performed by any other professionals retained by the Creditors' Committee in these cases; and (ii) the Debtors' estates do not incur unnecessary costs as a result of the Creditors' Committee's retention of Mr. Bethune.

#### **Gordon Bethune's Qualifications**

10. Mr. Bethune is widely recognized as one of the most accomplished and successful executives in the airline industry. Mr. Bethune is currently the chairman of the board of Aloha Airgroup, the parent company of Aloha Airlines. He was chief executive officer of Continental Airlines from 1994 until his retirement at the end of 2004. From 1996 until his retirement, Mr. Bethune also served as chairman of the board at Continental Airlines. Mr. Bethune currently serves on the boards of Honeywell, Sprint Nextel, Prudential Financial, and the Wills Group. Prior to joining Continental Airlines, Mr. Bethune was vice president and general manager of the Boeing Commercial Airplane Group's Renton Division, where he

oversaw the manufacture of Boeing's 737 and 757 airplanes. Mr. Bethune began his career with Boeing in 1988, and also served as that company's vice president and general manager of the customer services division.

11. Under Mr. Bethune's leadership, Continental Airlines won more awards for customer satisfaction than any other airline. In 2004, *FORTUNE* magazine ranked Continental Airlines the No. 1 "Most Admired Global Airline" in their annual "Most Admired Global Companies" issue. Also, during Mr. Bethune's tenure, Continental Airlines became the only U.S. carrier to rank on *FORTUNE*'s 2004 "Top 50" list, which ranks the world's most admired companies from a variety of industries.

12. Mr. Bethune was ranked among the 50 best CEOs in America by *Worth* magazine in 1999, 2000 and 2001. *Travel Agent* magazine named Mr. Bethune its 2001 Airline Person of the Year. *Business Week* magazine named him one of the top 25 global managers for 1996 and he was named among the business travel industry's 25 Most Influential Executives of 2000 and 1998 by *Business Travel News*. Twice during Mr. Bethune's tenure, Continental Airlines was named "Best Managed" among the major U.S. carriers in the publication *Aviation Week & Space Technology*.

#### **Scope Of Services**

13. As described more fully in the Engagement Letter, Mr. Bethune will consult with and advise the Creditors' Committee in analyzing any Transaction Proposal, including the US Airways Proposal, and/or Plan of Reorganization, including the Stand-Alone Plan, filed by the Debtors from the perspective of an accomplished airline executive and industry leader. Such a perspective will be of critical importance to the Creditors' Committee understanding of both the short and long term effects that any Transaction Proposal and/or Plan

of Reorganization may have on the Debtors' businesses and on the ultimate owners, the Debtors' unsecured creditors.

14. The services to be provided by Mr. Bethune will not be duplicative of those provided by any of the Creditors' Committee's other professionals, and Mr. Bethune will coordinate any services performed with the Creditors' Committee and its professionals to avoid any unnecessary duplication of effort.

#### Compensation

15. The Creditors' Committee is seeking authorization for the Debtors to pay Mr. Bethune, upon Court approval of the retention: (i) a consulting fee in the sum of \$250,000 in exchange for providing the Creditors' Committee with ten (10) full days (or the equivalent thereof in partial days) of consulting services (the "Initial Consulting Period"); and (ii) upon completion of the Initial Consulting Period, a further consulting fee in the sum of \$250,000 for every ten (10) full days (or the equivalent thereof in partial days) of consulting services (a "Subsequent Consulting Period") that Mr. Bethune provides to the Creditors' Committee.

Notwithstanding the foregoing, the Creditors' Committee shall seek either the Debtors' consent and, if the Debtors' do not consent, the Creditors' Committee will seek a further order of the Bankruptcy Court extending Mr. Bethune's retention prior to requesting Mr. Bethune to provide ongoing consulting services which in the aggregate exceed \$1 million in consulting fees.

16. The Creditors' Committee is also seeking authorization for the Debtors to pay Mr. Bethune a retainer of \$250,000, which retainer shall be credited against the consulting fees due and payable to Mr. Bethune in connection with the Initial Consulting Period.

18. Further, the Creditors' Committee is seeking authorization for the Debtors to pay Mr. Bethune's reasonable out-of-pocket expenses.

19. Mr. Bethune has received no compensation from the Debtors or any other party-in-interest in connection with these chapter 11 cases.

20. Pursuant to Section 330 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Orders of this Court, the Creditors' Committee, on Mr. Bethune's behalf, will apply to the Bankruptcy Court for the final allowance of compensation and reimbursement of expenses. Mr. Bethune will maintain time records in half-hour increments which shall include a general description of the services rendered.

**Retention Pursuant to Section 328(a)**

21. The Creditors' Committee seeks to retain Mr. Bethune pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code. Section 328(a) provides, in part, that a committee, "with the court's approval, may employ or authorize the employment of a professional person under section . . . 1103 . . . on any reasonable terms and conditions of employment, including a retainer . . . ." 11 U.S.C. §328(a). Section 328 reflects a significant departure from prior bankruptcy practice relating to the compensation of professionals, as it permits the compensation of professionals, including advisors, on more flexible terms that reflect the nature of their services and market conditions. As the Court of Appeals for the Fifth Circuit recognized in In re National Gypsum Co., 123 F.3d 861, 862 (5th Cir. 1997) (citations omitted):

Prior to 1978, the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants 'reasonable compensation' based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

22. Section 328(a) provides courts with flexibility to approve alternative fee structures to the customary hourly rate. The Creditors' Committee believes that the fee structure for this engagement is appropriate given the nature of Mr. Bethune's expertise and experience in this field and the importance of this engagement to the unsecured creditors of these estates.

**Disinterestedness of Consultant**

23. Mr. Bethune's compliance with the requirements of sections 326 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016 is set forth in greater detail in the Bethune Affidavit.

24. As described in the Bethune Affidavit, Mr. Bethune does not currently represent or perform services for the Debtors, any of the Debtors' creditors or other parties to this proceeding, or their respective attorneys or accountants, in any matter which is adverse to the interests of any of the Debtors as debtors in possession, and the Creditors' Committee believes that Mr. Bethune is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code. As further described in the Bethune Affidavit, Mr. Bethune does not hold any interest adverse to any of the Debtors or their estates in the matters upon which he is to be engaged herein.



**Waiver of Memorandum of Law**

25. This Application includes citations to the applicable authorities, and does not raise any novel issues of law. Accordingly, the Creditors' Committee respectfully requests that this Court waive the requirement contained in Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York that a separate memorandum of law be submitted, but the Creditors' Committee reserves the right to file a brief in reply to any objection to this Application.

26. No prior application for the relief requested herein has been presented to this or any other court.

**WHEREFORE**, the Creditors' Committee respectfully requests that this Court enter an Order substantially in the form attached hereto as Exhibit C, approving the retention and employment of Gordon Bethune as a consultant to the Creditors' Committee, pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code and granting such other relief as may be just and equitable.

Dated: New York, New York  
December 22, 2006

**AKIN GUMP STRAUSS HAUER & FELD LLP**

By: /s/ Daniel H. Golden  
Daniel H. Golden (DG-5624)  
Lisa G. Beckerman (LB-9655)  
David H. Botter (DB-2300)  
590 Madison Avenue  
New York, NY 10022

Attorneys for the Official Committee of  
Unsecured Creditors of Delta Air Lines,  
Inc., et al.

# EXHIBIT A

AKIN GUMP  
STRAUSS HAUER & FELD LLP

Attorneys at Law

December 20, 2006

Mr. Gordon Bethune  
gb-1 partners  
1600 Smith Street  
Suite 4230  
Houston, TX 77019

Dear Mr. Bethune:

Subject to the execution and return of this letter agreement (the "Agreement"), as of December 20, 2006, the Official Creditors' Committee (the "Creditors' Committee") of Unsecured Creditors of Delta Air Lines, Inc., *et al.* (the "Debtors") and Gordon Bethune/gb-1 partners ("Consultant") agree as follows:

1. Availability and Term of Employment. Consultant will be retained as an independent contractor by the Creditors' Committee to consult and advise the Creditors' Committee at such times as are mutually agreed upon between the parties with respect to any merger, acquisition, or combination transaction that may be proposed by any party with respect to the Debtors' businesses (a "Transaction Proposal") and/or any plan of reorganization proposed for Delta, including any stand-alone plan of reorganization (a "Plan of Reorganization").
2. Scope of Work. The scope of work to be provided by Consultant to the Creditors' Committee under this Agreement shall include the following:
  - (a) consult with and advise the Creditors' Committee in reviewing, analyzing and testing the assumptions behind any Transaction Proposal and/or Plan of Reorganization;
  - (b) review and provide recommendations as to various strategic alternatives to any Transaction Proposal and/or Plan of Reorganization, and advise the Creditors' Committee as to which strategic alternative would likely produce the maximum value for the Debtors' estates;
  - (c) consult with and advise the Creditors' Committee in evaluating the strengths and weaknesses of any Transaction Proposal and/or Plan of Reorganization and the likely effects of any Transaction Proposal and/or Plan of Reorganization on the Debtors' employees, management, organizational structure, and organizational capabilities, and provide recommendations for improvement where applicable; and
  - (d) provide expert advice and testimony, if required, regarding matters related to any Transaction Proposal and/or Plan of Reorganization, including, among other things, the feasibility of any such Transaction Proposal and/or Plan of Reorganization, and the likely effects of

such Transaction Proposal and/or Plan of Reorganization on the Debtors' employees, management, organizational structure, and organizational capabilities.

During the time in which Consultant is employed by the Creditors' Committee, Consultant will devote reasonable business time and attention to the work described herein.

3. Bankruptcy Court Approval. This Agreement is subject to approval by the U.S. Bankruptcy Court with jurisdiction over the Debtors' Chapter 11 cases. The Creditors' Committee agrees to seek approval of the Bankruptcy Court of retention of Consultant and the payment of all fees as an administrative expense of the Debtors' estates.

4. Consulting Fees and Expenses. In exchange for providing the Creditors' Committee with ten (10) full days (or the equivalent thereof in partial days) of consulting services (the "Initial Consulting Period"), Consultant shall be paid a consulting fee in the sum of \$250,000. Upon completion of the Initial Consulting Period and at the Creditors' Committee's request, Consultant shall be paid a consulting fee in the sum of \$250,000 for every ten (10) full days (or the equivalent thereof in partial days) of consulting services (a "Subsequent Consulting Period") that Consultant provides to the Creditors' Committee. Notwithstanding the foregoing, the Creditors' Committee shall seek either the Debtors' consent and, if the Debtors' do not consent, the Creditors' Committee will seek a further order of the Bankruptcy Court extending Consultant's retention prior to requesting Consultant to provide ongoing consulting services which in the aggregate exceed \$1 million in consulting fees. Upon Bankruptcy Court approval of Consultant's retention, Consultant shall be paid by the Debtors a retainer of \$250,000, which retainer shall be credited against the consulting fees due and payable to Consultant in connection with the Initial Consulting Period.

Consultant will be reimbursed for all reasonable expenses, including travel expenses, incurred in connection with the performance of services under this Agreement upon presentation by Consultant of appropriate substantiation for such expenses. Consultant understands and acknowledges that such expenses must be in conformance with the United States Trustee Guidelines. Counsel to the Creditors' Committee shall prepare and file applications with the Bankruptcy Court seeking approval of the payment of the Consulting Fees and the reimbursement of Consultant's expenses.

5. Taxes. The parties acknowledge that Consultant is being hired on a consulting basis only and is not an employee of the Creditors' Committee or the Debtors and that Consultant is responsible for payment of his own taxes. Neither the Creditors' Committee nor the Debtors are required to withhold any taxes from the fees to be paid to Consultant.

6. Termination. The Creditors' Committee may terminate this Agreement at any time with prior written notice to Consultant and with no further liability to Consultant except for payment of any outstanding consulting fees (determined on an allocable basis if such termination occurs during any Consulting Period) and incurred expenses. Consultant may terminate this Agreement at any time with prior written notice to the Creditors' Committee and with no further liability to the Creditors' Committee or the Debtors other than the obligations described in paragraph 7 below which shall continue post-termination and the obligation to refund to the Debtors any unused portion of the retainer.

7. Restrictive Covenants. (a) Consultant agrees that the work for the Creditors' Committee provided hereunder is highly confidential, and recognizes that during the course of his retention he may, from time to time, review and receive confidential or proprietary information or material from the Creditors' Committee, the Debtors, Akin Gump Strauss Hauer & Feld LLP ("Akin Gump"), Houlihan Lokey Howard & Zukin ("Houlihan"), or Mesirow Financial Consulting (collectively with Akin Gump and Houlihan, the "Committee's Professionals") relating to the Debtors ("Confidential Information").

(b) Consultant covenants and agrees that both during and after termination of this Agreement, Consultant shall retain all Confidential Information in confidence pursuant to the following terms and conditions:

(1) Consultant shall maintain in confidence any Confidential Information disclosed by the Creditors' Committee, the Committee's Professionals, or the Debtors that was not previously known to Consultant or to the general public, or that was not in the public domain prior to such disclosure.

(2) Such Confidential Information shall be maintained in confidence by Consultant and not disclosed to any third parties unless or until:

(A) It shall have been made public by an act or omission of a party other than Consultant who, to the Consultant's knowledge after reasonable inquiry, is not subject to any legally binding obligation to keep such Confidential Information confidential;

(B) Consultant receives such Confidential Information from an unrelated third party on a nonconfidential basis who, to the Consultant's knowledge after reasonable inquiry, is not subject to any legally binding obligation to keep such Confidential Information confidential; or

(C) The Confidential Information becomes public or in the public domain after termination of this Agreement through no action of the Consultant

(3) Upon request, Consultant agrees to promptly return to the Creditors' Committee or the Committee's Professionals any materials obtained from or through the Creditors' Committee, the Committee's Professionals, or the Debtors, as well as any copies, notes, or memoranda made by Consultant that, in any way, relate to the Scope of Work or Confidential Information disclosed or transmitted to Consultant by the Creditors' Committee, the Committee's Professionals, or the Debtors. Consultant may retain a single copy of all materials generated by Consultant.

(4) Consultant covenants and agrees that he shall not, without first obtaining the prior written permission of the Creditors' Committee with respect to Confidential Information of the Creditors' Committee or the Committee Professionals or the Debtors with respect to Confidential Information of the Debtors, as applicable:

(A) Directly or indirectly utilize such Confidential Information for any purpose other than performing his duties under this Agreement;

(B) Produce, provide or sell any product, including consulting services, that is based in whole or in part on such Confidential Information; or

(C) Disclose such Confidential Information to any third party except as required by law, regulation or legal process in which event Consultant will provide the Creditors' Committee and the Debtors with prompt notice so that the Creditors' Committee or the Debtors may seek a protective order or other appropriate remedy and/or waive Consultant's compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the Creditors' Committee and the Debtors waive Consultant's compliance with the provisions of this Agreement, Consultant will furnish only that portion of the Confidential Information which is legally required.

(5) Consultant covenants and agrees that he shall not originate any publicity, news release, or other public announcement, written or oral, relating to this Agreement or to performance hereunder, without the prior written approval of the Creditors' Committee.

(c) Consultant covenants and agrees to retain full liability for any breach by Consultant of confidentiality required under this Section 7 but monetary damages shall be limited to the extent of compensation received under this Agreement. Consultant further agrees that the Debtors are third party beneficiaries of Consultant's obligations under this Section 7, that the Debtors and the Creditors' Committee would be irreparably injured by a breach of this Section 7 by Consultant and that, in such event, the Debtors and the Creditors' Committee shall be entitled, in addition to the monetary damages described above, to seek injunctive relief and specific performance.

8. Jurisdiction. This Agreement shall be governed by the laws of the state of New York without regard to the conflicts of law principles thereof.

9. Disputes. Any disputes arising hereunder shall be resolved by the U.S. Bankruptcy Court with jurisdiction over the Debtors' Chapter 11 cases.

10. Agreements Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

11. Waiver. No waiver by either party of an default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

12. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provisions, and such invalid provision shall be deemed to be severed from the Agreement.

13. Assignability. This Agreement and the rights and obligations hereunder are personal with respect to Consultant and may not be assigned by any act of Consultant or by operation of law.


14. Integration. This Agreement constitutes the entire understanding of the parties and is intended as a final expression of the Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents relating to the subject matter that may be in conflict therewith.

This Agreement may be executed in any number of counterparts and in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the Agreement. This Agreement may also be executed by any party hereto by facsimile signature, which shall be deemed to be an original signature of such party herein.

Please confirm your acknowledgement of and agreement to the foregoing by signing the enclosed copy of this Agreement in the space provided below and returning such copy to us.

Very truly yours,

THE OFFICIAL CREDITORS'  
COMMITTEE OF UNSECURED  
CREDITORS OF DELTA AIR LINES, INC.,  
ET AL.

By:  - Daniel H. Golden

Title: Akin Gump Strauss Haver & Fied LLP  
Council for Official Creditors' Committee

Agreed to and accepted as of  
this 20th day of December, 2006

\_\_\_\_\_  
Gordon Bethune

This Agreement may be executed in any number of counterparts and in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the Agreement. This Agreement may also be executed by any party hereto by facsimile signature, which shall be deemed to be an original signature of such party herein.

Please confirm your acknowledgement of and agreement to the foregoing by signing the enclosed copy of this Agreement in the space provided below and returning such copy to us.

Very truly yours,

THE OFFICIAL CREDITORS'  
COMMITTEE OF UNSECURED  
CREDITORS OF DELTA AIR LINES,  
INC., ET AL.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to and accepted as of  
this 20th day of December, 2006



Gordon Bethune



# **EXHIBIT B**

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

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

**AFFIDAVIT AND DISCLOSURE STATEMENT OF GORDON BETHUNE,  
ON BEHALF OF HIMSELF**

STATE OF TEXAS )  
)ss:  
COUNTY OF HARRIS )

Gordon Bethune, being duly sworn, upon his oath, deposes and says:

1. I make this Affidavit in support of the Application of the Official Committee of Unsecured Creditors for an Order Authorizing the Employment and Retention of an Airline Industry Consultant (the "Application"). I am familiar with the matters set forth herein and, if called as a witness, I could and would testify thereto.
2. The Official Committee (the "Creditors' Committee") of Unsecured Creditors of Delta Air Lines, Inc. ("Delta") and its affiliated debtors (collectively, with Delta, the "Debtors") has requested that I provide consulting services to the Creditors' Committee, and I have consented to provide those services. A copy of the engagement letter reflecting these services is attached hereto (the "Engagement Letter"). The terms and conditions of the Engagement Letter were negotiated between the Creditors' Committee and myself, and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.
3. I may have performed services, consulting or otherwise, in the past and may perform such services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties in interest in the Debtors' chapter 11 cases. I do not perform services for any such person in connection with these chapter 11 cases. In addition, I do not perform services for any such person in connection with matters that are adverse to the Debtors, their estates or the Committee.

4. To determine my relationship with the parties-in-interest in these cases, I have reviewed a list of individuals and entities (collectively, the “Interested Parties”), that were identified to me by the counsel to the Creditors’ Committee. The list is attached hereto as Schedule 1. I have been informed that this list includes the names of entities that fall into the following categories:
- a. Debtor;
  - b. Debtors’ Attorneys (general counsel and special bankruptcy counsel);
  - c. Debtors’ Other Professionals retained in connection with the Debtors’ chapter 11 cases;
  - d. Debtors’ Affiliates (any person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Debtor);
  - e. Debtors’ Affiliates’ Attorneys;
  - f. Debtors’ Affiliates Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) retained in connection with the Debtors’ chapter 11 cases;
  - g. Debtors’ Officers, including a crisis manager holder an officer title;
  - h. Debtors’ Officers’ Attorneys retained in connection with the Debtors’ chapter 11 cases;
  - i. Debtors’ Officers’ Other Business Affiliations (e.g. service as an officer or director of another entity);
  - j. Debtors’ Directors;
  - k. Debtors’ Directors’ Attorneys retained in connection with the Debtors’ chapter 11 cases;
  - l. Debtors’ Directors’ Other Business Affiliations (e.g. service as an officer or director of another entity);
  - m. Debtors’ Significant Equity Security Holders;
  - n. Debtors’ Significant Equity Security Holders’ Attorneys retained in connection with the Debtors’ chapter 11 cases;
  - o. All Secured Lenders, including DIP Lenders;

- p. All Secured Lenders' Attorneys retained in connection with the Debtors' chapter 11 cases;
  - q. All Substantial Unsecured Bondholders or Lenders;
  - r. All Substantial Unsecured Bondholders' or Lenders' Attorneys retained in connection with the Debtors' chapter 11 cases;
  - s. All Indenture Trustees;
  - t. All Indenture Trustees' Attorneys retained in connection with the Debtors' chapter 11 cases;
  - u. Official Statutory Committees' Members (All Committees);
  - v. Official Statutory Committees' Attorneys (for each Official Committee);
  - w. Official Statutory Committees' Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) retained by each Official Committee;
  - x. Twenty Largest Unsecured Creditors (as of the date of filing);
  - y. Parties to the Debtors' Significant Executory Contracts and Leases;
  - z. Other Significant Parties-in-Interest (any party that has a substantial economic stake in the debtor; other partes-in-interest include parties in material litigation against the Debtor, public utility commissions of regulated entities, potential parties to M&A or asset transactions with the Debtor, etc.).
5. My review of this list confirms that I have no materially adverse interest to the Debtors' estates or the creditors in these cases. My research of my relationships with the Interested Parties indicated that during the past three years, I have not provided services to, nor do I have a financial relationship with, the entities included on the list.
  6. I have not agreed to share nor will I share any portion of the compensation to be received in connection with services provided to the Creditors' Committee with any other person.
  7. I do not, insofar as I have been able to ascertain, hold or represent any interest adverse to the Debtors, their estates or the Creditors' Committee.

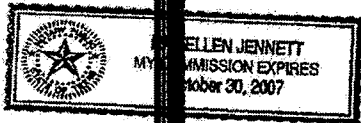
- 8. At any time during the period of my employment, if I should discover any facts bearing on the matters described herein, I will supplement the information contained in this Affidavit.
- 9. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Verification was executed on Dec 22, 2006.

*Gordon Bethune*

Gordon Bethune

Subscribed and sworn to before me  
 this 22<sup>nd</sup> day of December, 2006.

*Kay Ellen Jennett*  
 Notary Public



## Schedule 1

Category Name	Party Name
(a) Debtor	ASA Holdings, Inc
(a) Debtor	Comair Holdings, Inc.
(a) Debtor	Comair Holdings LLC
(a) Debtor	Comair Services, Inc.
(a) Debtor	Comair, Inc.
(a) Debtor	Crown Rooms, Inc.
(a) Debtor	DAL Aircraft Trading, Inc.
(a) Debtor	DAL Global Services, LLC
(a) Debtor	DAL Moscow, Inc.
(a) Debtor	Delta Air Lines, Inc.
(a) Debtor	Delta AirElite Business Jets, Inc.
(a) Debtor	Delta Benefits Management, Inc.
(a) Debtor	Delta Connection Academy, Inc.
(a) Debtor	Delta Corporate Identity, Inc.
(a) Debtor	Delta Loyalty Management Services, LLC
(a) Debtor	Delta Technology, LLC
(a) Debtor	Delta Ventures III, LLC
(a) Debtor	Epsilon Trading, Inc.
(a) Debtor	Kappa Capital Management, Inc.
(a) Debtor	Pan American World Airways, Inc.
(a) Debtor	Song, LLC
(a) Debtor	Unterstützungskasse GMBH
(b) Debtors' Attorneys	Davis Polk & Wardwell
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Alston & Bird
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Babcock & Brown
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Bankruptcy Services LLC
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Boston Consulting Group
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Davis Polk & Wardwell
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Debevoise & Plimpton
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Deloitte & Touche
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Gibson, Dunn & Crutcher
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Giuliani Capital Advisors LLC

Category Name	Party Name
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Greenhill & Co. LLC
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Hogan & Hartson
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Huron Consulting Group
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Kekst and Company
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Marsh USA
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	McKinsey & Company
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	Paul, Hasting, Janofsky & Walker
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	PriceWaterhouseCoopers
(c) Debtors Other Professionals retained in connection with the Chapter 11 proceeding	The Blackstone Group
(d) Debtors' Affiliates	Aero Assurance Ltd.
(d) Debtors' Affiliates	Atlantic Southeast Airlines, Inc.
(d) Debtors' Affiliates	Comair Capital Markets, Inc.
(d) Debtors' Affiliates	Delta Air Lines Dublin Limited
(d) Debtors' Affiliates	Delta Connection, Inc.
(d) Debtors' Affiliates	New Sky, Ltd.
(d) Debtors' Affiliates	The Delta Air Lines Foundation
(d) Debtors' Affiliates	TransQuest Holding Inc.
(e) Debtors' Affiliates Attorneys	
(f) Debtors' Affiliates Other Professionals	
(g) Debtors' Officers, including a crisis manager holding an officer title	Anthony N. Charaf
(g) Debtors' Officers, including a crisis manager holding an officer title	Brian Leinbach
(g) Debtors' Officers, including a crisis manager holding an officer title	D. Scott Yohe
(g) Debtors' Officers, including a crisis manager holding an officer title	Edward H. Bastian
(g) Debtors' Officers, including a crisis manager holding an officer title	Fred Buttrell
(g) Debtors' Officers, including a crisis manager holding an officer title	Gary L. Beck
(g) Debtors' Officers, including a crisis manager holding an officer title	Gerald Grinstein
(g) Debtors' Officers, including a crisis manager holding an officer title	Glen W. Hauenstein

Category Name	Party Name
(g) Debtors' Officers, including a crisis manager holding an officer title	Gregory L. Riggs
(g) Debtors' Officers, including a crisis manager holding an officer title	Hank Halter
(g) Debtors' Officers, including a crisis manager holding an officer title	James M. Whitehurst
(g) Debtors' Officers, including a crisis manager holding an officer title	Joseph C. Kolshak
(g) Debtors' Officers, including a crisis manager holding an officer title	Lee A. Macenczak
(g) Debtors' Officers, including a crisis manager holding an officer title	Michael J. Palumbo
(g) Debtors' Officers, including a crisis manager holding an officer title	Paul G. Matsen
(g) Debtors' Officers, including a crisis manager holding an officer title	Paulette Corbin
(g) Debtors' Officers, including a crisis manager holding an officer title	Ray Valeika
(g) Debtors' Officers, including a crisis manager holding an officer title	Richard W. Cordell
(g) Debtors' Officers, including a crisis manager holding an officer title	Thomas J. Slocum
(g) Debtors' Officers, including a crisis manager holding an officer title	Todd G. Helvie
(g) Debtors' Officers, including a crisis manager holding an officer title	Vicki B. Escarra
(h) Debtors' Officers' Attorneys retained in connection with the Chapter 11 proceeding	
(i) Debtors' Officers' Other Business Affiliations	
(j) Debtors Directors	Arthur E. Johnson
(j) Debtor's Directors	David R. Goode
(j) Debtors Directors	Edward H. Budd
(j) Debtor's Directors	Gerald Grinstein
(j) Debtors Directors	Joan E. Spero
(j) Debtor's Directors	John F. Smith, Jr.
(j) Debtors Directors	Karl J. Krapek
(j) Debtor's Directors	Kenneth B. Woodrow
(j) Debtors Directors	Larry D. Thompson
(j) Debtor's Directors	Patricia L. Higgins
(j) Debtor's Directors	Paula G. Rosput
(k) Debtors' Directors' Attorneys retained in connection with the Chapter 11 proceeding	
(l) Debtors' Directors' Other Business Affiliations	AGL Resources, Inc



Category Name	Party Name
(l) Debtors' Directors' Other Business Affiliations	Brookings Institution
(l) Debtors' Directors' Other Business Affiliations	Doris Duke Charitable Foundation
(l) Debtors' Directors' Other Business Affiliations	Georgia Pacific Corporation
(l) Debtors' Directors' Other Business Affiliations	Lockheed Martin Corporation
(l) Debtors' Directors' Other Business Affiliations	Norfolk Southern Corporation
(l) Debtors' Directors' Other Business Affiliations	Texas Instruments Incorporated
(l) Debtors' Directors' Other Business Affiliations	Paccar, Inc.
(l) Debtors' Directors' Other Business Affiliations	Target Corporation
(l) Debtors' Directors' Other Business Affiliations	Coca-Cola Enterprises, Inc.
(m) Debtors Significant Equity Security Holders	Brandes
(m) Debtors Significant Equity Security Holders	Brian Stark
(m) Debtors Significant Equity Security Holders	Capital Guardian Trust Company
(m) Debtors Significant Equity Security Holders	Capital Research and Management Company
(m) Debtors Significant Equity Security Holders	Michael Roth
(m) Debtors Significant Equity Security Holders	Primecap Management Company
(m) Debtors Significant Equity Security Holders	S.A.C. Capital
(m) Debtors Significant Equity Security Holders	Steven Cohen
(n) Debtors' Significant Equity Security Holders' Attorneys retained in connection with the Chapter 11 proceeding	
(o) All Secured Lenders, including DIP lenders	Algemene Bank Nederland N.V.
(o) All Secured Lenders, including DIP lenders	Allstate Life Insurance
(o) All Secured Lenders, including DIP lenders	American Express Travel Related Services Company
(o) All Secured Lenders, including DIP lenders	AXA Financial Inc.
(o) All Secured Lenders, including DIP lenders	Beal Bank, SSB
(o) All Secured Lenders, including DIP lenders	California Public Employees Retirement System
(o) All Secured Lenders, including DIP lenders	Congress Financial Corporation
(o) All Secured Lenders, including DIP lenders	Delaware Lincoln Investment Advisors
(o) All Secured Lenders, including DIP lenders	Deutsche Bank AG
(o) All Secured Lenders, including DIP lenders	Diamond Lease (U.S.A.) Inc.
(o) All Secured Lenders, including DIP lenders	Equitable Life Assurance
(o) All Secured Lenders, including DIP lenders	GE Financial

Category Name	Party Name
(o) All Secured Lenders, including DIP lenders	General Electric Capital Corporation
(o) All Secured Lenders, including DIP lenders	HBK Master Fund L.P.
(o) All Secured Lenders, including DIP lenders	John Hancock Advisors
(o) All Secured Lenders, including DIP lenders	Lehman Brothers International Europe Prime Broker
(o) All Secured Lenders, including DIP lenders	Lincoln National
(o) All Secured Lenders, including DIP lenders	Merrill Lynch Capital
(o) All Secured Lenders, including DIP lenders	Merrill Lynch Credit Products
(o) All Secured Lenders, including DIP lenders	Mutual Life Insurance Company
(o) All Secured Lenders, including DIP lenders	Mutual of New York
(o) All Secured Lenders, including DIP lenders	Nationwide Group
(o) All Secured Lenders, including DIP lenders	NIB Capital Bank NV
(o) All Secured Lenders, including DIP lenders	Nord LB
(o) All Secured Lenders, including DIP lenders	Norddeutsche Landesbank Girozentrale
(o) All Secured Lenders, including DIP lenders	Pacific Life Insurance
(o) All Secured Lenders, including DIP lenders	Principal Mutual Life Ins. Co.
(o) All Secured Lenders, including DIP lenders	Satellite Senior Income Fund, LLC
(o) All Secured Lenders, including DIP lenders	Silver Point Offshore CDO, LLC
(o) All Secured Lenders, including DIP lenders	SOF Investments, L.P.
(o) All Secured Lenders, including DIP lenders	State Farm Life Insurance
(o) All Secured Lenders, including DIP lenders	State Farm Mutual Insurance
(o) All Secured Lenders, including DIP lenders	Sun Life Capital
(o) All Secured Lenders, including DIP lenders	Swanbird & Co.
(o) All Secured Lenders, including DIP lenders	Textron Financial Corporation
(o) All Secured Lenders, including DIP lenders	The Boeing Company
(o) All Secured Lenders, including DIP lenders	The Commerce Insurance Co.
(o) All Secured Lenders, including DIP lenders	The Fuji Bank, Limited
(o) All Secured Lenders, including DIP lenders	The Sumitomo Bank Ltd
(o) All Secured Lenders, including DIP lenders	Trilogy Portfolio Company LLC
(o) All Secured Lenders, including DIP lenders	Tyco Worldwide Holdings Ltd
(o) All Secured Lenders, including DIP lenders	United of Omaha Life Insurance
(p) All Secured Lenders' Attorneys retained in connection with the Chapter 11 proceeding	
(q) All Substantial Unsecured Bondholders or Lenders	ABN AMRO Bank, N.V.
(q) All Substantial Unsecured Bondholders or Lenders	American Century
(q) All Substantial Unsecured Bondholders or Lenders	Barclays Capital Securities Ltd
(q) All Substantial Unsecured Bondholders or Lenders	Capital Research & Management
(q) All Substantial Unsecured Bondholders or Lenders	Citadel Investments

Category Name	Party Name
(q) All Substantial Unsecured Bondholders or Lenders	Citibank, NA.
(q) All Substantial Unsecured Bondholders or Lenders	Corporate Backed Trust Cert Delta Airlines
(q) All Substantial Unsecured Bondholders or Lenders	Corporate Backed Trust Delta Airlines
(q) All Substantial Unsecured Bondholders or Lenders	Depository Trust Company
(q) All Substantial Unsecured Bondholders or Lenders	Deutsche Bank AG
(q) All Substantial Unsecured Bondholders or Lenders	Fidelity Management & Research Co.
(q) All Substantial Unsecured Bondholders or Lenders	J. Aron & Company
(q) All Substantial Unsecured Bondholders or Lenders	J.P. Morgan Securities
(q) All Substantial Unsecured Bondholders or Lenders	Liberty Mutual Insurance Company
(q) All Substantial Unsecured Bondholders or Lenders	Loomis Sayles & Co.
(q) All Substantial Unsecured Bondholders or Lenders	Mackay Shields Financial
(q) All Substantial Unsecured Bondholders or Lenders	Merrill Lynch, Pierce, Fenner & Smith Incorporated
(q) All Substantial Unsecured Bondholders or Lenders	Morgan Stanley & Co. Incorporated
(q) All Substantial Unsecured Bondholders or Lenders	New York Life Insurance Co.
(q) All Substantial Unsecured Bondholders or Lenders	Norddeutsche Landesbank
(q) All Substantial Unsecured Bondholders or Lenders	RT Toronto - Channel Islands Omnibus
(q) All Substantial Unsecured Bondholders or Lenders	Satellite Asset Management
(q) All Substantial Unsecured Bondholders or Lenders	St. Paul Travelers
(q) All Substantial Unsecured Bondholders or Lenders	SunTrust Bank
(q) All Substantial Unsecured Bondholders or Lenders	Wellington Management Co
(q) All Substantial Unsecured Bondholders or Lenders	Wells Fargo Bank

Category Name	Party Name
(r) All Substantial Unsecured Bondholders or Lenders Attorneys retained in connection with the Chapter 11 proceeding	
(s) All Indenture Trustees	Bank of New York
(s) All Indenture Trustees	Firststar
(s) All Indenture Trustees	JP Morgan Chase & Co.
(s) All Indenture Trustees	SunTrust
(s) All Indenture Trustees	U.S. Bank
(s) All Indenture Trustees	Wilmington Trust Company
(t) All Indenture Trustees Attorneys retained in connection with the Chapter 11 proceeding	Latham & Watkins LLP
(t) All Indenture Trustees Attorneys retained in connection with the Chapter 11 proceeding	Shipman & Goodwin LLP
(t) All Indenture Trustees Attorneys retained in connection with the Chapter 11 proceeding	MASLON
(u) Official Statutory Committees' Members	Air Line Pilots Association, International
(u) Official Statutory Committees' Members	Bank of New York
(u) Official Statutory Committees' Members	Boeing Capital Corporation
(u) Official Statutory Committees' Members	Cathy Cone
(u) Official Statutory Committees' Members	Fidelity Advisor High Income Advantage Fund
(u) Official Statutory Committees' Members	Fidelity Advisors Series II
(u) Official Statutory Committees' Members	G. Garry Braender
(u) Official Statutory Committees' Members	Hollis L. Harris
(u) Official Statutory Committees' Members	John Hoover
(u) Official Statutory Committees' Members	MainStay High Yield Corporate Bond Fund
(u) Official Statutory Committees' Members	Pension Benefit Guaranty Corporation
(u) Official Statutory Committees' Members	Pratt & Whitney
(u) Official Statutory Committees' Members	Robert G. Adams
(u) Official Statutory Committees' Members	The Coca-Cola Company
(u) Official Statutory Committees' Members	Theodora Cohen
(u) Official Statutory Committees' Members	US Bank National Association
(u) Official Statutory Committees' Members	US Bank Trust National Association
(u) Official Statutory Committees' Members	William H. Hutcheson
(v) Official Statutory Committees' Attorneys	Akin Gump Strauss Hauer & Feld LLP
(v) Official Statutory Committees' Attorneys	Lytle Soulé & Curlee P.C.
(v) Official Statutory Committees' Attorneys	Farella Braun & Martel LLP
(v) Official Statutory Committees' Attorneys	Foley & Lardner LLP
(v) Official Statutory Committees' Attorneys	Townsend Townsend & Crew LLP
(v) Official Statutory Committees' Attorneys	Stinson Morrison Hecker LLP
(v) Official Statutory Committees' Attorneys	Wilson, Elser, Moskowitz, Edelman & Dicker LLP

Category Name	Party Name
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Aviation Specialists Group, Inc.
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Houlihan Lokey Howard & Zukin
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Mesirow Financial Consulting
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Alvarez & Marsal LLC
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Navigant Capital Advisors, LLC
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Barbara Neihus
(w) Official Statutory Committees Other Professionals (e.g. investment banker, financial advisor, real estate consultant, etc.) by each Official Committee	Mitchell I. Serota
(x) Twenty Largest Unsecured Creditors	Boeing Commercial Airplane Group
(x) Twenty Largest Unsecured Creditors	Suntrust Bank
(x) Twenty Largest Unsecured Creditors	The Bank of New York
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Ambac Assurance Corporation
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Barton Malow Company
(y) Parties to the Debtors' Significant Executory Contracts and Leases	City of Atlanta
(y) Parties to the Debtors' Significant Executory Contracts and Leases	City of Charlotte
(y) Parties to the Debtors' Significant Executory Contracts and Leases	City of Chicago
(y) Parties to the Debtors' Significant Executory Contracts and Leases	City of Denver

Category Name	Party Name
(y) Parties to the Debtors' Significant Executory Contracts and Leases	City of Los Angeles
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Clark County Dept. of Aviation
(y) Parties to the Debtors' Significant Executory Contracts and Leases	County of Denver
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Dallas Fort Worth International Airport
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Eurocontrol
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Greater Orlando Aviation Authority
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Hillsborough County
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Los Angeles World Airports
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Massachusetts Port Authority
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Metropolitan Washington Airports Authority
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Port Authority of New York
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Port of Portland
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Port of Seattle
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Regional Airports Improvement Corporation
(y) Parties to the Debtors' Significant Executory Contracts and Leases	Salt Lake City Airport
(y) Parties to the Debtors' Significant Executory Contracts and Leases	San Francisco Airport Commission
(y) Parties to the Debtors' Significant Executory Contracts and Leases	U.M.B. Bank, N.A.
(z) Other Significant Parties-in-Interest	AAR Aircraft & Engine Group
(z) Other Significant Parties-in-Interest	Accor S.A./Red Roof Inns
(z) Other Significant Parties-in-Interest	Ace American Insurance
(z) Other Significant Parties-in-Interest	ADP
(z) Other Significant Parties-in-Interest	AerCap Aviation Solutions
(z) Other Significant Parties-in-Interest	AerCo Limited
(z) Other Significant Parties-in-Interest	Aero Newark, LLC
(z) Other Significant Parties-in-Interest	Aero Turbine, Inc
(z) Other Significant Parties-in-Interest	Aeroflot
(z) Other Significant Parties-in-Interest	Aerolitoral

Category Name	Party Name
(z) Other Significant Parties-in-Interest	AeroMexico
(z) Other Significant Parties-in-Interest	Aerovias de Mexico S.A. de C.V.
(z) Other Significant Parties-in-Interest	AETNA
(z) Other Significant Parties-in-Interest	Aetna Life and Casualty
(z) Other Significant Parties-in-Interest	Affiliated Computer Services
(z) Other Significant Parties-in-Interest	AIG
(z) Other Significant Parties-in-Interest	Air Canada
(z) Other Significant Parties-in-Interest	Air France
(z) Other Significant Parties-in-Interest	Air Jamaica
(z) Other Significant Parties-in-Interest	Air Line Pilots Association
(z) Other Significant Parties-in-Interest	Air Serv Corporation
(z) Other Significant Parties-in-Interest	Airborne Express
(z) Other Significant Parties-in-Interest	Aircraft Lease Finance III, Inc.
(z) Other Significant Parties-in-Interest	Aircraft Service International
(z) Other Significant Parties-in-Interest	Airline Pilots Professional Association
(z) Other Significant Parties-in-Interest	Airplanes Group
(z) Other Significant Parties-in-Interest	Airplanes Limited
(z) Other Significant Parties-in-Interest	Airplanes US Trust
(z) Other Significant Parties-in-Interest	Alaska Airlines
(z) Other Significant Parties-in-Interest	Alfredo Pocasangre
(z) Other Significant Parties-in-Interest	Alitalia
(z) Other Significant Parties-in-Interest	All Water Works, LLC
(z) Other Significant Parties-in-Interest	Allan Hackel
(z) Other Significant Parties-in-Interest	Allegheny County Airport Authority
(z) Other Significant Parties-in-Interest	Altman & Cronin Benefit Consultants
(z) Other Significant Parties-in-Interest	Amadeus Global Travel Distribution S.A.
(z) Other Significant Parties-in-Interest	Amanda D. Castrillon
(z) Other Significant Parties-in-Interest	America West Airlines
(z) Other Significant Parties-in-Interest	American Eagle Airlines, Inc.
(z) Other Significant Parties-in-Interest	American Express
(z) Other Significant Parties-in-Interest	American Express Financial Advisors
(z) Other Significant Parties-in-Interest	American Express Travel Related Services Company, Inc.
(z) Other Significant Parties-in-Interest	Amy Newton
(z) Other Significant Parties-in-Interest	Ana Raley
(z) Other Significant Parties-in-Interest	ANC Rental Corp.
(z) Other Significant Parties-in-Interest	Ann Wilson
(z) Other Significant Parties-in-Interest	Anne E. Lewin
(z) Other Significant Parties-in-Interest	AON Risk Services Co.
(z) Other Significant Parties-in-Interest	April D. Gallop
(z) Other Significant Parties-in-Interest	Aramark Aviation Services
(z) Other Significant Parties-in-Interest	ARINC, Incorporated
(z) Other Significant Parties-in-Interest	Arkia Leasing International Limited

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Arnold & Porter LLP
(z) Other Significant Parties-in-Interest	Association of Flight Attendants
(z) Other Significant Parties-in-Interest	AT&T
(z) Other Significant Parties-in-Interest	AT&T Capital Corporation
(z) Other Significant Parties-in-Interest	Atlanta Airlines Terminal Corporation
(z) Other Significant Parties-in-Interest	Avborne Heavy Maintenance, Inc.
(z) Other Significant Parties-in-Interest	Avfuel Corporation
(z) Other Significant Parties-in-Interest	Aviall
(z) Other Significant Parties-in-Interest	Avianca
(z) Other Significant Parties-in-Interest	Avis
(z) Other Significant Parties-in-Interest	B P Oil
(z) Other Significant Parties-in-Interest	B&C Aviation, S.A.
(z) Other Significant Parties-in-Interest	B.N.Y. Western Trust Co.
(z) Other Significant Parties-in-Interest	Banc One
(z) Other Significant Parties-in-Interest	Bancorp Leasing of Hawaii
(z) Other Significant Parties-in-Interest	Bank of America
(z) Other Significant Parties-in-Interest	Bank of Montreal
(z) Other Significant Parties-in-Interest	Bank of New York
(z) Other Significant Parties-in-Interest	Bank of New York Trust Company
(z) Other Significant Parties-in-Interest	Bank One Corporation
(z) Other Significant Parties-in-Interest	Bankers Trust
(z) Other Significant Parties-in-Interest	Barbara Rachko
(z) Other Significant Parties-in-Interest	Barclays
(z) Other Significant Parties-in-Interest	Barclays Bank PLC
(z) Other Significant Parties-in-Interest	BAX Global, Inc.
(z) Other Significant Parties-in-Interest	Bayerische Landesbank
(z) Other Significant Parties-in-Interest	BCI Aircraft Leasing, Inc.
(z) Other Significant Parties-in-Interest	Beatrice Hairston
(z) Other Significant Parties-in-Interest	BellSouth
(z) Other Significant Parties-in-Interest	Berliner Bank Bremer LB
(z) Other Significant Parties-in-Interest	Bernard Curtis Brown
(z) Other Significant Parties-in-Interest	Bettie Asip
(z) Other Significant Parties-in-Interest	Beverly Eckert
(z) Other Significant Parties-in-Interest	Beverly Titus
(z) Other Significant Parties-in-Interest	Bill Wirth
(z) Other Significant Parties-in-Interest	Blue Panorama
(z) Other Significant Parties-in-Interest	BNY Leasing Corporation
(z) Other Significant Parties-in-Interest	Bob Morrison
(z) Other Significant Parties-in-Interest	Boeing Comm Airplane
(z) Other Significant Parties-in-Interest	Bohnert Equipment
(z) Other Significant Parties-in-Interest	Bombardier Aerospace Regional Aircraft
(z) Other Significant Parties-in-Interest	Bombardier Inc.
(z) Other Significant Parties-in-Interest	Bombardier Transportation U.K. Ltd.



Category Name	Party Name
(z) Other Significant Parties-in-Interest	Boone County, Kentucky
(z) Other Significant Parties-in-Interest	Brennan, Repucero, Cascione, Scungio & McAllister LLP
(z) Other Significant Parties-in-Interest	Broad & Cassel
(z) Other Significant Parties-in-Interest	Broward County, Florida
(z) Other Significant Parties-in-Interest	Bryan Cave LLP
(z) Other Significant Parties-in-Interest	BTM Capital Corporation
(z) Other Significant Parties-in-Interest	C.I.T. Leasing Corporation
(z) Other Significant Parties-in-Interest	Cabot Industrial Properties, L.P.
(z) Other Significant Parties-in-Interest	Cadwalader, Wickersham & Taft LLP
(z) Other Significant Parties-in-Interest	Calvin Lott
(z) Other Significant Parties-in-Interest	Carie Lemack
(z) Other Significant Parties-in-Interest	Carl Scieurba
(z) Other Significant Parties-in-Interest	Catherine Jalbert
(z) Other Significant Parties-in-Interest	Catherine Powell
(z) Other Significant Parties-in-Interest	Caylon
(z) Other Significant Parties-in-Interest	Cendant
(z) Other Significant Parties-in-Interest	CFM International
(z) Other Significant Parties-in-Interest	Charles Roedema
(z) Other Significant Parties-in-Interest	Charles Tarpley
(z) Other Significant Parties-in-Interest	Chautauqua Airlines, Inc.
(z) Other Significant Parties-in-Interest	Chevron Products Company
(z) Other Significant Parties-in-Interest	China Airlines
(z) Other Significant Parties-in-Interest	China Southern
(z) Other Significant Parties-in-Interest	Choice Hotels International Inc.
(z) Other Significant Parties-in-Interest	Christina Baksh
(z) Other Significant Parties-in-Interest	Christine K. Fisher
(z) Other Significant Parties-in-Interest	Chromalloy
(z) Other Significant Parties-in-Interest	Chrysler Capital Corporation
(z) Other Significant Parties-in-Interest	Cigna Dental
(z) Other Significant Parties-in-Interest	Cimmred Capital Company
(z) Other Significant Parties-in-Interest	Citgo Petroleum Corp.
(z) Other Significant Parties-in-Interest	Citibank, N.A.
(z) Other Significant Parties-in-Interest	Citicorp Leasing
(z) Other Significant Parties-in-Interest	Citigroup Global Markets, Inc.
(z) Other Significant Parties-in-Interest	City of Atlanta
(z) Other Significant Parties-in-Interest	City of Boston
(z) Other Significant Parties-in-Interest	City of College Park, Georgia
(z) Other Significant Parties-in-Interest	City of El Paso, Texas
(z) Other Significant Parties-in-Interest	City of Grapevine, Texas
(z) Other Significant Parties-in-Interest	City of Los Angeles
(z) Other Significant Parties-in-Interest	Claire Miller
(z) Other Significant Parties-in-Interest	Clark County Dept of Aviation

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Clayton County, Georgia
(z) Other Significant Parties-in-Interest	CLC Aircraft Leasing Company
(z) Other Significant Parties-in-Interest	Clifford Tempesta
(z) Other Significant Parties-in-Interest	Clifton Cottom
(z) Other Significant Parties-in-Interest	CNA Group Benefits
(z) Other Significant Parties-in-Interest	Cohen Weiss & Simon LLP
(z) Other Significant Parties-in-Interest	Columbia Sussex Corporation
(z) Other Significant Parties-in-Interest	Comcast Corp.
(z) Other Significant Parties-in-Interest	Comerica Leasing
(z) Other Significant Parties-in-Interest	Command Security Corporation
(z) Other Significant Parties-in-Interest	Commerzbank
(z) Other Significant Parties-in-Interest	Concorde Hotels
(z) Other Significant Parties-in-Interest	Conoco, Inc.
(z) Other Significant Parties-in-Interest	ConocoPhillps Company
(z) Other Significant Parties-in-Interest	Constance Richards
(z) Other Significant Parties-in-Interest	Continental Airlines
(z) Other Significant Parties-in-Interest	Cordiem, Inc.
(z) Other Significant Parties-in-Interest	Cordiem, LLC
(z) Other Significant Parties-in-Interest	Corporate Lodging Consultants
(z) Other Significant Parties-in-Interest	Credit Lyonnais
(z) Other Significant Parties-in-Interest	Credit Suisse Leasing
(z) Other Significant Parties-in-Interest	Crosby Court GmbH & Co. KG
(z) Other Significant Parties-in-Interest	Crowne Plaza Allerton
(z) Other Significant Parties-in-Interest	Cynthia M. Droz
(z) Other Significant Parties-in-Interest	Czech Airlines
(z) Other Significant Parties-in-Interest	Danielle Lemack
(z) Other Significant Parties-in-Interest	Dave Smith
(z) Other Significant Parties-in-Interest	David F. Sotka
(z) Other Significant Parties-in-Interest	Davis Vision
(z) Other Significant Parties-in-Interest	Day Berry & Howard LLP
(z) Other Significant Parties-in-Interest	debis Financial Services
(z) Other Significant Parties-in-Interest	Delta Aeroflot Travel Enterprises
(z) Other Significant Parties-in-Interest	Delta Air Lines Retirement Committee
(z) Other Significant Parties-in-Interest	Denis Waldron
(z) Other Significant Parties-in-Interest	Dennis Smith
(z) Other Significant Parties-in-Interest	Deutsche VerkenhrsBank
(z) Other Significant Parties-in-Interest	DFO Partnership
(z) Other Significant Parties-in-Interest	DFW International Airport
(z) Other Significant Parties-in-Interest	Diane M. Walsh
(z) Other Significant Parties-in-Interest	Digitas Inc.
(z) Other Significant Parties-in-Interest	Discover Financial Services LLC
(z) Other Significant Parties-in-Interest	DLA Piper Rudnick Gray Cary US LLP
(z) Other Significant Parties-in-Interest	Dollar Thrifty Automotive Group

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Dolphin Capital Corp.
(z) Other Significant Parties-in-Interest	Domenico De Sole
(z) Other Significant Parties-in-Interest	Donald F. Kennedy
(z) Other Significant Parties-in-Interest	Donald Mairose
(z) Other Significant Parties-in-Interest	Donald Palmer
(z) Other Significant Parties-in-Interest	Donald Romeley
(z) Other Significant Parties-in-Interest	Donald Romley
(z) Other Significant Parties-in-Interest	Dorothy Tempesta
(z) Other Significant Parties-in-Interest	DOT Bureau of Aviation
(z) Other Significant Parties-in-Interest	DP3, Inc.
(z) Other Significant Parties-in-Interest	DPPTO, LLC d/b/a DP2 d/b/a DPTOO
(z) Other Significant Parties-in-Interest	Dreyfus
(z) Other Significant Parties-in-Interest	Duane Morris LLP
(z) Other Significant Parties-in-Interest	Earl Dorsey
(z) Other Significant Parties-in-Interest	ECGD/HBOS
(z) Other Significant Parties-in-Interest	Eckert Seamans
(z) Other Significant Parties-in-Interest	Economic Development Corporation of Canada
(z) Other Significant Parties-in-Interest	Eduardo E. Bruno
(z) Other Significant Parties-in-Interest	Edward Madden
(z) Other Significant Parties-in-Interest	Edward Radburn
(z) Other Significant Parties-in-Interest	Edwards, Angell, Palmer & Dodge, LLP
(z) Other Significant Parties-in-Interest	E-gatematrix LLC
(z) Other Significant Parties-in-Interest	E-gatematrix LLP
(z) Other Significant Parties-in-Interest	El Al Israel Airlines
(z) Other Significant Parties-in-Interest	Elaine Teague
(z) Other Significant Parties-in-Interest	Elizabeth Gail Hayden
(z) Other Significant Parties-in-Interest	Elizabeth Keller
(z) Other Significant Parties-in-Interest	Ellen Mariani
(z) Other Significant Parties-in-Interest	Emirates Air
(z) Other Significant Parties-in-Interest	Empres de Transporte Aereo del Peru,S.A., Aeroperu
(z) Other Significant Parties-in-Interest	ENI Divisione Refining
(z) Other Significant Parties-in-Interest	Entussa BCI
(z) Other Significant Parties-in-Interest	Envirovac, Inc.
(z) Other Significant Parties-in-Interest	Equilon (Intl)
(z) Other Significant Parties-in-Interest	Erste Bank
(z) Other Significant Parties-in-Interest	Essex House Condominium Corporation
(z) Other Significant Parties-in-Interest	Estate of Mac Braun
(z) Other Significant Parties-in-Interest	Evan Gost
(z) Other Significant Parties-in-Interest	Expeditors International
(z) Other Significant Parties-in-Interest	ExxonMobil Aviation
(z) Other Significant Parties-in-Interest	Fairchild Dornier

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Fannie Mae
(z) Other Significant Parties-in-Interest	Federal Aviation Administration
(z) Other Significant Parties-in-Interest	Federal National Mortgage Association
(z) Other Significant Parties-in-Interest	Felcor Hotels
(z) Other Significant Parties-in-Interest	Felicita Sanchez
(z) Other Significant Parties-in-Interest	Fidelity Investments
(z) Other Significant Parties-in-Interest	Fidelity Management Trust Company
(z) Other Significant Parties-in-Interest	Fiduciary Counselors, Inc.
(z) Other Significant Parties-in-Interest	Fifth Third
(z) Other Significant Parties-in-Interest	Finance Manager Orlando
(z) Other Significant Parties-in-Interest	First Hawaiian Bank
(z) Other Significant Parties-in-Interest	First Security Leasing
(z) Other Significant Parties-in-Interest	First Union Commercial Corporation
(z) Other Significant Parties-in-Interest	Firststar
(z) Other Significant Parties-in-Interest	Fleet Credit Corp.
(z) Other Significant Parties-in-Interest	Flight Station, Inc.
(z) Other Significant Parties-in-Interest	Flightsafety International
(z) Other Significant Parties-in-Interest	Flint Hills Resource
(z) Other Significant Parties-in-Interest	Florence Smith-Williams
(z) Other Significant Parties-in-Interest	Florida Department of Treasury
(z) Other Significant Parties-in-Interest	FNB Maryland
(z) Other Significant Parties-in-Interest	Frank Jensen
(z) Other Significant Parties-in-Interest	Fred Elsberry
(z) Other Significant Parties-in-Interest	Frederick P. Corbit, Esq.
(z) Other Significant Parties-in-Interest	Freedom Airlines, Inc.
(z) Other Significant Parties-in-Interest	Fulbright & Jaworski
(z) Other Significant Parties-in-Interest	Fulton County, Georgia
(z) Other Significant Parties-in-Interest	G E Engine Services
(z) Other Significant Parties-in-Interest	Galileo International
(z) Other Significant Parties-in-Interest	Gary Michael Low
(z) Other Significant Parties-in-Interest	Gate Gourmet America
(z) Other Significant Parties-in-Interest	Gate Gourmet, Inc.
(z) Other Significant Parties-in-Interest	GE Aviation
(z) Other Significant Parties-in-Interest	GE Caledonian Ltd.
(z) Other Significant Parties-in-Interest	General Electric Capital Corporation
(z) Other Significant Parties-in-Interest	Geoffrey J. Judge
(z) Other Significant Parties-in-Interest	George E. Berg
(z) Other Significant Parties-in-Interest	George O. Taylor
(z) Other Significant Parties-in-Interest	George Power Company
(z) Other Significant Parties-in-Interest	George Rickley
(z) Other Significant Parties-in-Interest	Georgia Self Insurers Guaranty Trust Fund
(z) Other Significant Parties-in-Interest	Gibson, Deal and Fletcher
(z) Other Significant Parties-in-Interest	Gillette Company

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Giuliani Partners LLC
(z) Other Significant Parties-in-Interest	Gladys Salvo
(z) Other Significant Parties-in-Interest	Gleacher Partners LLC
(z) Other Significant Parties-in-Interest	Goins, Underkofler, Crawford & Langdon
(z) Other Significant Parties-in-Interest	Goldman Sachs & Co.
(z) Other Significant Parties-in-Interest	Goodwin Procter
(z) Other Significant Parties-in-Interest	Gordon & Mott, P.C.
(z) Other Significant Parties-in-Interest	Gordon Lord
(z) Other Significant Parties-in-Interest	GPR Aviation Interiors
(z) Other Significant Parties-in-Interest	GPR Aviation Services, Inc.
(z) Other Significant Parties-in-Interest	Guardant, Inc.
(z) Other Significant Parties-in-Interest	Halifax PLC
(z) Other Significant Parties-in-Interest	Hamburgische Landesbank Giozentrale
(z) Other Significant Parties-in-Interest	Hamilton Sundstrand
(z) Other Significant Parties-in-Interest	Harrel L. Davis, III
(z) Other Significant Parties-in-Interest	Hartsfield-Jackson Atlanta International Airport
(z) Other Significant Parties-in-Interest	HBOS
(z) Other Significant Parties-in-Interest	Heritage Wealth Management
(z) Other Significant Parties-in-Interest	Hewlett-Packard
(z) Other Significant Parties-in-Interest	Hillsborough County Aviation Authority, Florida
(z) Other Significant Parties-in-Interest	Hillsborough County, Florida
(z) Other Significant Parties-in-Interest	Hilton HHonors Worldwide, LLC
(z) Other Significant Parties-in-Interest	Holland & Knight LLP
(z) Other Significant Parties-in-Interest	Honeywell Aerospace
(z) Other Significant Parties-in-Interest	Honeywell Inc.
(z) Other Significant Parties-in-Interest	HSH Nord
(z) Other Significant Parties-in-Interest	Hyatt Corp.
(z) Other Significant Parties-in-Interest	Ian Altman
(z) Other Significant Parties-in-Interest	ICX Corp.
(z) Other Significant Parties-in-Interest	Indigo Productions Inc.
(z) Other Significant Parties-in-Interest	Integrated Supply Alliance
(z) Other Significant Parties-in-Interest	Intercontinental Group Resources Inc.
(z) Other Significant Parties-in-Interest	InterContinental Hotels
(z) Other Significant Parties-in-Interest	Interface LLC
(z) Other Significant Parties-in-Interest	Internal Revenue Service
(z) Other Significant Parties-in-Interest	International Air Transport Association
(z) Other Significant Parties-in-Interest	International Association of Machinists and Aerospace Workers
(z) Other Significant Parties-in-Interest	International Brotherhood of Teamsters
(z) Other Significant Parties-in-Interest	International Business Machines Corporation
(z) Other Significant Parties-in-Interest	Interstate Hotels & Resorts

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Irene M. Golinski
(z) Other Significant Parties-in-Interest	Irving Oil Terminal
(z) Other Significant Parties-in-Interest	Ishikawajima-Harima Heavy Industries Co., Ltd.
(z) Other Significant Parties-in-Interest	Jack Blaz
(z) Other Significant Parties-in-Interest	Jacques Debeuneure
(z) Other Significant Parties-in-Interest	Jalin Debeuneure
(z) Other Significant Parties-in-Interest	James Deal
(z) Other Significant Parties-in-Interest	James Gray
(z) Other Significant Parties-in-Interest	James Haigh
(z) Other Significant Parties-in-Interest	Jean M. Hunt
(z) Other Significant Parties-in-Interest	Jenny Poole
(z) Other Significant Parties-in-Interest	Jessop & Company, P.C.
(z) Other Significant Parties-in-Interest	Jesus Sanchez, Sr.
(z) Other Significant Parties-in-Interest	JET-A.com LLC
(z) Other Significant Parties-in-Interest	Jim Bomar
(z) Other Significant Parties-in-Interest	Jim Dean Johnson
(z) Other Significant Parties-in-Interest	Jim Freeman
(z) Other Significant Parties-in-Interest	JLL Consultants, Inc.
(z) Other Significant Parties-in-Interest	Joan D. Greene
(z) Other Significant Parties-in-Interest	John A. Martin
(z) Other Significant Parties-in-Interest	John and Monica Merola
(z) Other Significant Parties-in-Interest	John Boziny
(z) Other Significant Parties-in-Interest	John C. Marshall
(z) Other Significant Parties-in-Interest	John Erickson
(z) Other Significant Parties-in-Interest	John Hancock Mutual Life Insurance Company
(z) Other Significant Parties-in-Interest	John Mills
(z) Other Significant Parties-in-Interest	John Titus
(z) Other Significant Parties-in-Interest	Jones Day
(z) Other Significant Parties-in-Interest	Jorge I. Montoya
(z) Other Significant Parties-in-Interest	JP Doyle
(z) Other Significant Parties-in-Interest	JP Morgan Chase & Co.
(z) Other Significant Parties-in-Interest	JPMorgan Chase Bank
(z) Other Significant Parties-in-Interest	Julia P. Shontere
(z) Other Significant Parties-in-Interest	Julie Sweeney
(z) Other Significant Parties-in-Interest	Jungmi Lee
(z) Other Significant Parties-in-Interest	Kansas City, Missouri
(z) Other Significant Parties-in-Interest	Katherine Bailey
(z) Other Significant Parties-in-Interest	Kathleen Ashton
(z) Other Significant Parties-in-Interest	KBC Bank
(z) Other Significant Parties-in-Interest	KBC Bank N.V.
(z) Other Significant Parties-in-Interest	KBCO Leasing

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Kelley Drye & Warren LLP
(z) Other Significant Parties-in-Interest	Kellie B. Lee
(z) Other Significant Parties-in-Interest	Kenneth F. Khoury
(z) Other Significant Parties-in-Interest	Kenneth Lewis
(z) Other Significant Parties-in-Interest	Kenton County Airport
(z) Other Significant Parties-in-Interest	Kerin Shaughnessey
(z) Other Significant Parties-in-Interest	Key Corp. Capital
(z) Other Significant Parties-in-Interest	Key Corporate Capital
(z) Other Significant Parties-in-Interest	Keystone Business Machines, Inc.
(z) Other Significant Parties-in-Interest	KfW
(z) Other Significant Parties-in-Interest	Kia Pavloff Pecorelli
(z) Other Significant Parties-in-Interest	Kimberly Jacoby
(z) Other Significant Parties-in-Interest	King & Spalding LLP
(z) Other Significant Parties-in-Interest	KLM
(z) Other Significant Parties-in-Interest	Korean Air
(z) Other Significant Parties-in-Interest	Kramer Capital Partners
(z) Other Significant Parties-in-Interest	Kuwait Petroleum International Aviation
(z) Other Significant Parties-in-Interest	Land Rover Capital Group
(z) Other Significant Parties-in-Interest	Landesbank Berlin
(z) Other Significant Parties-in-Interest	Landesbank Hessen-Thuringen Girozentrale
(z) Other Significant Parties-in-Interest	Landesbank Rheinland-Pfalz -Girozentrale
(z) Other Significant Parties-in-Interest	Landesbank Schleswig-Holstein Girzentrale
(z) Other Significant Parties-in-Interest	Lashawn Dickens
(z) Other Significant Parties-in-Interest	Lauren A. Peters
(z) Other Significant Parties-in-Interest	Law Offices of Jeffrey A. Oppenheim
(z) Other Significant Parties-in-Interest	LBBW/Natexis
(z) Other Significant Parties-in-Interest	Lease Equities Corporation
(z) Other Significant Parties-in-Interest	Lee County Airport Authority
(z) Other Significant Parties-in-Interest	Len C. Pacitti
(z) Other Significant Parties-in-Interest	Lilienthal Capital Corp.
(z) Other Significant Parties-in-Interest	Linc Facility Services
(z) Other Significant Parties-in-Interest	Linda LeBlanc
(z) Other Significant Parties-in-Interest	Lone Star Air Partners, LLC
(z) Other Significant Parties-in-Interest	Lorenton Limited
(z) Other Significant Parties-in-Interest	Loretta Filipov
(z) Other Significant Parties-in-Interest	Los Angeles County
(z) Other Significant Parties-in-Interest	LSG/SKY Chefs Inc.
(z) Other Significant Parties-in-Interest	Lytle Soule & Curlee P.C.
(z) Other Significant Parties-in-Interest	M&T Bank
(z) Other Significant Parties-in-Interest	M. Michele Burns
(z) Other Significant Parties-in-Interest	MacKay Shields LLC
(z) Other Significant Parties-in-Interest	Macquarium, Inc
(z) Other Significant Parties-in-Interest	Madeleine Zuccala

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Malaysia Airlines
(z) Other Significant Parties-in-Interest	Manubank
(z) Other Significant Parties-in-Interest	Marathon Ashland Petroleum
(z) Other Significant Parties-in-Interest	Marcus Flagg
(z) Other Significant Parties-in-Interest	Marcus Schrenker
(z) Other Significant Parties-in-Interest	Margaret M. Ogonowski
(z) Other Significant Parties-in-Interest	Margaret Nassaney
(z) Other Significant Parties-in-Interest	Maria Luisa Pocasangre
(z) Other Significant Parties-in-Interest	Marie Koutny
(z) Other Significant Parties-in-Interest	Marie Louise Alric
(z) Other Significant Parties-in-Interest	Markovits & Greiwe, Co. L.P.A.
(z) Other Significant Parties-in-Interest	Marriott Rewards, Inc.
(z) Other Significant Parties-in-Interest	Mary Bavis
(z) Other Significant Parties-in-Interest	Mary Jones
(z) Other Significant Parties-in-Interest	Maslon
(z) Other Significant Parties-in-Interest	Massachusetts Port Authority
(z) Other Significant Parties-in-Interest	Maurice Cloutier
(z) Other Significant Parties-in-Interest	Maurice W. Worth
(z) Other Significant Parties-in-Interest	MBIA Insurance Company
(z) Other Significant Parties-in-Interest	McCarter & English, LLP
(z) Other Significant Parties-in-Interest	McDermott Will & Emery LLP
(z) Other Significant Parties-in-Interest	Mellon Bank
(z) Other Significant Parties-in-Interest	Mercedes Benz Credit
(z) Other Significant Parties-in-Interest	Mesa Air Group, Inc.
(z) Other Significant Parties-in-Interest	MetLife
(z) Other Significant Parties-in-Interest	Metropolitan Washington Airport Authority
(z) Other Significant Parties-in-Interest	Michael Dunham
(z) Other Significant Parties-in-Interest	Michael Flagg
(z) Other Significant Parties-in-Interest	Michael H. Campbell
(z) Other Significant Parties-in-Interest	Michael Keating
(z) Other Significant Parties-in-Interest	Michael Lewis Company
(z) Other Significant Parties-in-Interest	Michael Sweeney
(z) Other Significant Parties-in-Interest	Michael Wahlstrom
(z) Other Significant Parties-in-Interest	Michael Zwiener
(z) Other Significant Parties-in-Interest	Michelin Aircraft Tire Company
(z) Other Significant Parties-in-Interest	Michelle Cottom
(z) Other Significant Parties-in-Interest	Mikael Carstanjen
(z) Other Significant Parties-in-Interest	Mike Edwards
(z) Other Significant Parties-in-Interest	Mike Podett
(z) Other Significant Parties-in-Interest	Milestone Capital
(z) Other Significant Parties-in-Interest	Milestone Merchant Partners LLC
(z) Other Significant Parties-in-Interest	Miller & Martin PLLC
(z) Other Significant Parties-in-Interest	Milliman, Inc.



Category Name	Party Name
(z) Other Significant Parties-in-Interest	Mindshare USA
(z) Other Significant Parties-in-Interest	Mintz Levin Cohnn Ferris Glovsky & Popeo
(z) Other Significant Parties-in-Interest	Modem Media
(z) Other Significant Parties-in-Interest	Monica Gabrielle
(z) Other Significant Parties-in-Interest	Monomoy Capital Partners
(z) Other Significant Parties-in-Interest	Morrison & Foerster LLP
(z) Other Significant Parties-in-Interest	Multnomah County, Oregon
(z) Other Significant Parties-in-Interest	Nancie Parker
(z) Other Significant Parties-in-Interest	National City
(z) Other Significant Parties-in-Interest	Navigant Consulting, Inc.
(z) Other Significant Parties-in-Interest	Nelson Chase
(z) Other Significant Parties-in-Interest	NIB Capital Bank NV
(z) Other Significant Parties-in-Interest	Nicole Beaver
(z) Other Significant Parties-in-Interest	Nitrogenous Industries Corp.
(z) Other Significant Parties-in-Interest	Nord LB
(z) Other Significant Parties-in-Interest	Norddeutsche Landesbank
(z) Other Significant Parties-in-Interest	Norman Volk
(z) Other Significant Parties-in-Interest	Northwest Airlines
(z) Other Significant Parties-in-Interest	Norwest Bank Minnesota, N.A.
(z) Other Significant Parties-in-Interest	Oglivy & Mather
(z) Other Significant Parties-in-Interest	O'Melveny & Myers LLP
(z) Other Significant Parties-in-Interest	Omni Hotels Management Corporation
(z) Other Significant Parties-in-Interest	Orbitz, LLC
(z) Other Significant Parties-in-Interest	Pace Communications
(z) Other Significant Parties-in-Interest	Pacific Employers Insurance Co.
(z) Other Significant Parties-in-Interest	Pacific Harbor Capital
(z) Other Significant Parties-in-Interest	Pamela Brooks
(z) Other Significant Parties-in-Interest	Panasonic Avionics Corporation
(z) Other Significant Parties-in-Interest	Pankopp Tools
(z) Other Significant Parties-in-Interest	PAR3 Communications, Inc.
(z) Other Significant Parties-in-Interest	Patricia Quigley
(z) Other Significant Parties-in-Interest	Patrick Nassaney
(z) Other Significant Parties-in-Interest	Paul R. Martin
(z) Other Significant Parties-in-Interest	Paula Rosput Reynolds
(z) Other Significant Parties-in-Interest	Pembroke Capital Aircraft Limited
(z) Other Significant Parties-in-Interest	Pension Benefit Guaranty Corporation
(z) Other Significant Parties-in-Interest	Perkins Coie LLP
(z) Other Significant Parties-in-Interest	Perry Oretzky
(z) Other Significant Parties-in-Interest	Philip Morris Capital Corporation
(z) Other Significant Parties-in-Interest	Pitney Bowes Credit Corporation
(z) Other Significant Parties-in-Interest	Pitney Hardin LLP
(z) Other Significant Parties-in-Interest	Placida and Edward Cardonza
(z) Other Significant Parties-in-Interest	PNC Leasing, LLC

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Poorman-Douglas Corporation
(z) Other Significant Parties-in-Interest	Port Authority of New York
(z) Other Significant Parties-in-Interest	Port Authority of New York and New Jersey
(z) Other Significant Parties-in-Interest	Power Travel International, Inc.
(z) Other Significant Parties-in-Interest	Pratt & Whitney
(z) Other Significant Parties-in-Interest	Preston Gates & Ellis LLP
(z) Other Significant Parties-in-Interest	priceline.com
(z) Other Significant Parties-in-Interest	PrimeFlight Aviation Services
(z) Other Significant Parties-in-Interest	Professional Airline Flight Control Association
(z) Other Significant Parties-in-Interest	Provident Commercial Group
(z) Other Significant Parties-in-Interest	Public Service Resources Corporation
(z) Other Significant Parties-in-Interest	Qwest
(z) Other Significant Parties-in-Interest	Rabobank International
(z) Other Significant Parties-in-Interest	Radisson Hotels International
(z) Other Significant Parties-in-Interest	Radius Construction
(z) Other Significant Parties-in-Interest	Raleigh-Durham Airport Authority
(z) Other Significant Parties-in-Interest	Raymond A. Mueller
(z) Other Significant Parties-in-Interest	Raymond James Financial, Inc.
(z) Other Significant Parties-in-Interest	Rena G. Speisman
(z) Other Significant Parties-in-Interest	Repsol
(z) Other Significant Parties-in-Interest	Republic Airline, Inc.
(z) Other Significant Parties-in-Interest	Republic Airways Holdings, Inc.
(z) Other Significant Parties-in-Interest	Reuben Black
(z) Other Significant Parties-in-Interest	Rhonda Lopez
(z) Other Significant Parties-in-Interest	Richard Booms
(z) Other Significant Parties-in-Interest	Richard C. Fontaine
(z) Other Significant Parties-in-Interest	Richard Colby
(z) Other Significant Parties-in-Interest	Richard T. and Diane Stanley
(z) Other Significant Parties-in-Interest	Richard W. Drake
(z) Other Significant Parties-in-Interest	Rita Hashem
(z) Other Significant Parties-in-Interest	Robert Berger
(z) Other Significant Parties-in-Interest	Robert Stothart
(z) Other Significant Parties-in-Interest	Rock-Monarch One LLC
(z) Other Significant Parties-in-Interest	Rockwell Collins
(z) Other Significant Parties-in-Interest	Roger Ross
(z) Other Significant Parties-in-Interest	Rolls Royce
(z) Other Significant Parties-in-Interest	Ron Stowe
(z) Other Significant Parties-in-Interest	Ronald W. Allen
(z) Other Significant Parties-in-Interest	Rosemary Dillard
(z) Other Significant Parties-in-Interest	Royal Air Maroc
(z) Other Significant Parties-in-Interest	Royal Bank of Scotland
(z) Other Significant Parties-in-Interest	Rui Zheng

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Ruth Falkenberg
(z) Other Significant Parties-in-Interest	Ryder Truck Rental, Inc.
(z) Other Significant Parties-in-Interest	Sabre Group
(z) Other Significant Parties-in-Interest	Sacramento County Airport System
(z) Other Significant Parties-in-Interest	Sallie Mae, Inc.
(z) Other Significant Parties-in-Interest	Salomon Smith Barney Inc.
(z) Other Significant Parties-in-Interest	Salt Lake City Airport
(z) Other Significant Parties-in-Interest	Samuel O. Gamble
(z) Other Significant Parties-in-Interest	San Diego County
(z) Other Significant Parties-in-Interest	San Mateo County
(z) Other Significant Parties-in-Interest	Sean Passasanti
(z) Other Significant Parties-in-Interest	Seeger Weiss LLP
(z) Other Significant Parties-in-Interest	Sequa Capital
(z) Other Significant Parties-in-Interest	Serafina Meoli
(z) Other Significant Parties-in-Interest	SH&E International Air Transport Consultancy
(z) Other Significant Parties-in-Interest	Sharon Ambrose
(z) Other Significant Parties-in-Interest	Sheila Marie G. Omedo
(z) Other Significant Parties-in-Interest	Shell Trading
(z) Other Significant Parties-in-Interest	Shirley N. Willcher
(z) Other Significant Parties-in-Interest	Sid Margrey
(z) Other Significant Parties-in-Interest	Siemens Building Technologies, Inc.
(z) Other Significant Parties-in-Interest	Sinclair Oil Corporation
(z) Other Significant Parties-in-Interest	Singapore Airlines
(z) Other Significant Parties-in-Interest	Six Continents Hotel
(z) Other Significant Parties-in-Interest	Skadden, Arps, Slate, Meagher & Flom LLP
(z) Other Significant Parties-in-Interest	SkyWest Airlines, Inc.
(z) Other Significant Parties-in-Interest	SMPO Properties, Inc.
(z) Other Significant Parties-in-Interest	Societe Generale
(z) Other Significant Parties-in-Interest	South African Airways
(z) Other Significant Parties-in-Interest	SPAFAX Airline Network
(z) Other Significant Parties-in-Interest	Starcom Worldwide
(z) Other Significant Parties-in-Interest	Starwood Hotels & Resorts Worldwide, Inc.
(z) Other Significant Parties-in-Interest	State of Delaware
(z) Other Significant Parties-in-Interest	State of Georgia
(z) Other Significant Parties-in-Interest	State of Illinois
(z) Other Significant Parties-in-Interest	State of Kentucky
(z) Other Significant Parties-in-Interest	State Street
(z) Other Significant Parties-in-Interest	State Street Bank & Trust Company of Connecticut
(z) Other Significant Parties-in-Interest	Statman, Harris, Siegel & Eyrich LLC
(z) Other Significant Parties-in-Interest	Stephen K. Holland
(z) Other Significant Parties-in-Interest	Steward Capital Management

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Sumitomo
(z) Other Significant Parties-in-Interest	Sun Bank
(z) Other Significant Parties-in-Interest	SunBridge Capital, Inc.
(z) Other Significant Parties-in-Interest	Suncor Energy
(z) Other Significant Parties-in-Interest	Sunoco Inc. R&M
(z) Other Significant Parties-in-Interest	SunTrust
(z) Other Significant Parties-in-Interest	SunTrust Bank
(z) Other Significant Parties-in-Interest	Suzanne Mladenik
(z) Other Significant Parties-in-Interest	Suzanne Ward Baker
(z) Other Significant Parties-in-Interest	Swissotel
(z) Other Significant Parties-in-Interest	Swissport USA, Inc.
(z) Other Significant Parties-in-Interest	TBI Airport Management
(z) Other Significant Parties-in-Interest	Tennenbaum Capital Partners, LLC
(z) Other Significant Parties-in-Interest	Tesoro
(z) Other Significant Parties-in-Interest	Texas Eastern Products Pipeline Company
(z) Other Significant Parties-in-Interest	Texas Pacific Group
(z) Other Significant Parties-in-Interest	The Boeing Company
(z) Other Significant Parties-in-Interest	The Hertz Corporation
(z) Other Significant Parties-in-Interest	The Media Kitchen
(z) Other Significant Parties-in-Interest	The Northwestern Mutual Life Insurance Company
(z) Other Significant Parties-in-Interest	The Premcor Refining Group Inc.
(z) Other Significant Parties-in-Interest	The Royal Bank of Scotland, PLC
(z) Other Significant Parties-in-Interest	Thelen Reid & Priest LLP
(z) Other Significant Parties-in-Interest	Therman Campbell, Jr.
(z) Other Significant Parties-in-Interest	Thom Stone
(z) Other Significant Parties-in-Interest	Thomas and Cynthia Burek
(z) Other Significant Parties-in-Interest	Timco - Greensboro
(z) Other Significant Parties-in-Interest	Toby Horowitz
(z) Other Significant Parties-in-Interest	Toby Polinger
(z) Other Significant Parties-in-Interest	Today's Hotel Group
(z) Other Significant Parties-in-Interest	Tom Thompson
(z) Other Significant Parties-in-Interest	Total Petrochemicals USA, Inc.
(z) Other Significant Parties-in-Interest	Transportation Security Administration
(z) Other Significant Parties-in-Interest	Transportation Solutions
(z) Other Significant Parties-in-Interest	Travel Rewards
(z) Other Significant Parties-in-Interest	Travelers
(z) Other Significant Parties-in-Interest	Travelport Corporation
(z) Other Significant Parties-in-Interest	Triad International Maintenance Corporation
(z) Other Significant Parties-in-Interest	Turner Arena Operations
(z) Other Significant Parties-in-Interest	U.S. Bancorp Leasing & Financial
(z) Other Significant Parties-in-Interest	U.S. Bank
(z) Other Significant Parties-in-Interest	U.S. Bank National Association

Category Name	Party Name
(z) Other Significant Parties-in-Interest	U.S. Department of Transportation
(z) Other Significant Parties-in-Interest	U.S. Trust Company N.A.
(z) Other Significant Parties-in-Interest	UnionBanCal Corporation
(z) Other Significant Parties-in-Interest	United Airlines
(z) Other Significant Parties-in-Interest	United Healthcare
(z) Other Significant Parties-in-Interest	United States Aircraft Insurance Group
(z) Other Significant Parties-in-Interest	United States Attorneys Office for the Southern District of New York
(z) Other Significant Parties-in-Interest	United States Aviation Underwriters, Inc
(z) Other Significant Parties-in-Interest	United States Customs Service
(z) Other Significant Parties-in-Interest	United States Department of Agriculture
(z) Other Significant Parties-in-Interest	United States General Services Administration
(z) Other Significant Parties-in-Interest	United States Treasury Department
(z) Other Significant Parties-in-Interest	United Technologies Corporation
(z) Other Significant Parties-in-Interest	US Airways Inc.
(z) Other Significant Parties-in-Interest	US Cargo Sales Joint Venture, LLC
(z) Other Significant Parties-in-Interest	US Sky Team Cargo
(z) Other Significant Parties-in-Interest	US Trustee for the Southern District of New York (including anyone employed in the office of the US Trustee for the Southern District of New York)
(z) Other Significant Parties-in-Interest	Valero Marketing and Supply Company
(z) Other Significant Parties-in-Interest	Verizon
(z) Other Significant Parties-in-Interest	Verne Eling
(z) Other Significant Parties-in-Interest	Vickie Rose Arestegui
(z) Other Significant Parties-in-Interest	Victor Ugolyn
(z) Other Significant Parties-in-Interest	Vincent Rizzo
(z) Other Significant Parties-in-Interest	Vinson & Elkins LLP
(z) Other Significant Parties-in-Interest	Virgin Atlantic Airways
(z) Other Significant Parties-in-Interest	Vitol SA
(z) Other Significant Parties-in-Interest	Wachovia Leasing Corporation
(z) Other Significant Parties-in-Interest	Walt Disney Pictures and Television
(z) Other Significant Parties-in-Interest	Wayne County Airport Authority
(z) Other Significant Parties-in-Interest	Weber Aircraft LP
(z) Other Significant Parties-in-Interest	West LB
(z) Other Significant Parties-in-Interest	Westdeutsche Landesbank Girozentrale
(z) Other Significant Parties-in-Interest	Westinghouse Aircraft Leasing, Inc.
(z) Other Significant Parties-in-Interest	White & Case LLP
(z) Other Significant Parties-in-Interest	Wieland Designs, Inc.
(z) Other Significant Parties-in-Interest	William C. Buergey
(z) Other Significant Parties-in-Interest	William F. Hunt, Jr.
(z) Other Significant Parties-in-Interest	William G. Macaulay

Category Name	Party Name
(z) Other Significant Parties-in-Interest	Wilmington Trust Company
(z) Other Significant Parties-in-Interest	Winthrop Resources Corporation
(z) Other Significant Parties-in-Interest	Worldspan
(z) Other Significant Parties-in-Interest	Wyndham Chelsea
(z) Other Significant Parties-in-Interest	Wyndham International, Inc.
(z) Other Significant Parties-in-Interest	Yoder, Ainlay, Ulmer & Buckingham, LLP
(z) Other Significant Parties-in-Interest	Zaske, Sarafa & Associates

# EXHIBIT C

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

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

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF AN  
AIRLINE INDUSTRY CONSULTANT**

Upon consideration of the application (the "Application")<sup>2</sup> of the Official Committee of Unsecured Creditors (the "Creditors' Committee") of Delta Air Lines, Inc. ("Delta") and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases for entry of an order, under sections 328(a) and 1103(a) of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing the employment and retention of Gordon Bethune/gb-1 partners ("Mr. Bethune") pursuant to the terms of his engagement letter (the "Engagement Letter," which is attached to the Application as Exhibit A); and the Court having considered the Application and the Bethune Affidavit in support of the Application; and Mr. Bethune (i) not holding interests adverse to the interests of the estates with respect to the matters on which Mr. Bethune will be employed and (ii) being a "disinterested person" as that term is defined under section 101(14) of the Bankruptcy Code; and after due deliberation and sufficient cause appearing therefore, it is hereby:

---

<sup>2</sup> Capitalized terms not defined in this Order shall have the meanings ascribed to them in the Application.



ORDERED that subject to the terms and conditions of this Order, the Application is granted; and it is further

ORDERED that the requirements of Local Bankruptcy Rule 9013-1(b) are waived with respect to the Application; and it is further

ORDERED that Mr. Bethune is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, and does not hold an interest adverse to the Debtors or their estates; and it is further

ORDERED that the Creditors’ Committee is authorized to employ and retain, and the Debtors shall be required to compensate and reimburse, Mr. Bethune, on the terms and conditions set forth in the Engagement Letter and the Application; and it is further

ORDERED that the Office of the United States Trustee retains the right to object to the final fee application to be filed by Mr. Bethune (including any request for the reimbursement of expenses) on any grounds provided for under the Bankruptcy Code (including, without limitation, sections 327, 328, 330 and 331 thereof), the Bankruptcy Rules, or any Local Rules or Orders of this Court; and it is further

ORDERED that to the extent this order is inconsistent with the Engagement Letter, the terms of this Order shall govern; and it is further

ORDERED that this Court shall retain jurisdiction to construe and enforce the terms of this Order.

Dated: New York, New York  
December \_\_, 2006

---

**ADLAI S. HARDIN, JR.**  
**UNITED STATES BANKRUPTCY JUDGE**