

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)
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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.¹ 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.

¹ 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 Mesiroow 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.

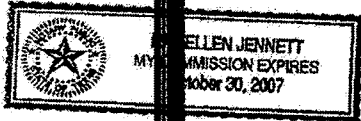
- 8. At any time during the period of my employment, if I should discover any facts bearing on the matters described herein, I will supplement the information contained in this Affidavit.
- 9. Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury under the laws of the United States of 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 22nd 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

