

## Section 1114 Non-Pilot Retiree Committee Agreement Term Sheet

October 4, 2006

Delta and the Section 1114 Non-Pilot Retiree Committee (the “**1114 Non-Pilot Committee**”) agree to the following terms, effective January 1, 2007. This Term Sheet applies to Retirees, their Spouses and Survivors, all as defined below. Delta and the 1114 Non-Pilot Committee will cooperate to seek approval pursuant to sections 363 and 1114(e)(1)(B) of chapter 11 of title 11 of the United States Code (“**Bankruptcy Code**”) of the provisions set out in this Term Sheet as an agreement in Delta’s bankruptcy case. Delta agrees to incorporate this agreement into its proposed plan of reorganization in its bankruptcy case, for the periods of time provided for under this Term Sheet, as provided by section 1129(a)(13) of the Bankruptcy Code.

### I. DEFINITIONS

The following terms and phrases have the following meaning or use in this Term Sheet:

**Age 65:** If the age of Medicare eligibility increases to an age older than age 65 in the future, references to age 65 and under age-65 used herein will instead mean that older age.

**7.5 Retiree:** means a Retiree who retired under a Leadership 7.5 Early Retirement Program.

**AERO Retiree:** means a Retiree who retired under the Alternative Early Retirement Option Program.

**ERME Retiree:** means a Retiree who retired under the Early Retirement Medical Enhancement Program.

**ERMO Retiree:** means a Retiree who retired under the Early Retirement Medical Option Program.

**FCMP:** means the Delta Family-Care Medical Plan.

**HMO:** means health maintenance organization.

**Including:** means including, but not limited to.

**Medical benefits and/or medical coverage:** means medical and prescription drug benefits, except where such benefits are identified separately.

**PensionPLUS Retiree:** means a Retiree who retired under the PensionPLUS Program.

**Pre-1993 Retiree:** means a Retiree who retired on or before November 1, 1993, including Retirees who retired under the 1993 Special Early Retirement Program.

**Rate:** means the full cost as determined by Delta of the various medical or dental options as applicable. This is the total cost payable by Delta and/or the participant.

**Retiree:** means a non-pilot retiree who retired from Delta under the Delta Retirement Plan or its predecessor, the Delta Family-Care Retirement Plan, on or before January 1, 2006.

**Retiree Medical Premium:** means the retiree premium that is determined by multiplying the applicable Rate by the applicable contribution percentage, which contribution percentage is determined by Delta or pursuant to this Term Sheet.

**Spouse:** means a Retiree's spouse who is eligible for post-retirement healthcare benefits under the terms of the Delta Family-Care Medical Plan.

**Survivor:** means a Retiree's survivor who is eligible for post-retirement healthcare benefits under the terms of the Delta Family-Care Medical Plan.

## **II. CONTRACTUAL AMENDMENTS**

Delta and the 1114 Non-Pilot Committee agree to the following amendment to the retiree medical benefits for ERMO and PensionPLUS Retirees, Spouses and Survivors effective January 1, 2007. Such amendment is contractual in nature and may not be further amended unless agreed to by the participant, or an entity legally authorized to make amendments on behalf of such participant.

??      Until such individual reaches age 65, each enrolled Retiree, Spouse and/or Survivor will be required to pay for his or her Delta medical coverage the lesser of: (1) \$115 monthly in 2007, \$120 monthly in 2008, and \$125 monthly in 2009 and thereafter; or (2) starting in 2011, 22% of the monthly Rate.

## **III. SCOPE OF AGREEMENT**

In consideration of the 1114 Non-Pilot Committee's agreement with respect to (II) above, Delta, effective January 1, 2007, (i) will make the changes, or apply the following terms, to retiree healthcare benefits for Retirees and their Spouses, eligible children and Survivors, and (ii) agrees to the specific limitations on changes, amendments or modifications to such benefits, as set forth below in (IV) and (VI)(A)(2). Except for the subsidy levels and the duration of subsidy levels specifically set forth below in (IV) and the limitation on plan design changes in (VI)(A)(2), Delta reserves the right to amend, modify or terminate medical, dental and all other benefits for all participants in the FCMP, including Retirees, their Spouses, eligible children and Survivors as set forth in the applicable plan documents, summary plan descriptions, explanatory program material for Delta's various early retirement programs and other documents.

**IV.**  
**CHANGES TO OTHER NON-PILOT RETIREE MEDICAL BENEFITS**

**A. Pre-65 Cost Sharing**

1. Pre-1993 Retirees: The contribution percentage used to determine the Retiree Medical Premium for Pre-1993 Retirees, their Spouses, Survivors or children under age-65 will be 25% for each of medical and dental coverage. This contribution percentage will not be increased by Delta until at least after December 31, 2010, although the Rate (and therefore the actual amount of the Retiree Medical Premium) may change.

2. ERME and AERO Retirees: The contribution percentage used to determine the Retiree Medical Premium for ERME Retirees and AERO Retirees, their Spouses or Survivors will be 35% for medical coverage. This contribution percentage will not be increased by Delta until at least after December 31, 2010, although the Rate (and therefore the actual amount of the Retiree Medical Premium) may change.

3. 7.5 Retirees: The contribution percentage used to determine the Retiree Medical Premium for 7.5 Retirees, their Spouses or Survivors will be 35% for each of medical and dental coverage. This contribution percentage will not be increased by Delta until at least after December 31, 2010, although the Rate (and therefore the actual amount of the Retiree Medical Premium) may change.

**B. Cost Sharing at Age 65 or Over (“Age-65+”)**

1. Age-65+ Retirees, Spouses, and Survivors each will be required to pay 100% of the cost of age-65+ medical, prescription drug, and dental coverage if they participate in a plan or program affiliated with Delta (including any 1114 Non-Pilot Committee Plan, as that term is defined in (VI)(B)(2)) that provides any such retiree benefits to age-65+ retirees. However, subject to the next sentence, each age-65+ Retiree, Spouse and/or Survivor who participates in the medical and/or prescription drug portions of such plan or program will receive a \$50 monthly subsidy from Delta until at least December 31, 2011 (“**Age-65+ Subsidy**”). Retirees, Spouses and Survivors who are age-60 and over on January 1, 2007 each shall be eligible for the Age-65+ Subsidy upon attaining age-65; otherwise, recipients of the Age-65+ Subsidy as described in this paragraph comprise a closed group as of January 1, 2007.

2. The Age-65+ Subsidy for enrolled ERMO and PensionPLUS Retirees, Spouses and/or Survivors will continue until at least after December 31, 2015. Enrolled ERMO and PensionPLUS Retirees, Spouses and/or Survivors will be eligible for a one-year credit for the purposes of determining age and eligibility for the Age-65+ Subsidy described in (B)(1) above.

3. No eligible, age-65+ recipient may receive more than one Age-65+ Subsidy. (That is, where both Spouses are also Retirees, they shall each only receive one \$50 per month subsidy, and they will not each receive two \$50 per month subsidies. If an age-65+ Retiree, Spouse, or Survivor is also entitled to a subsidy under the term sheet agreement with the Section 1114 Pilot Retiree Committee, such a beneficiary shall not receive both subsidies, but shall

receive the higher of the two subsidies he or she is entitled to.)

4. The Age-65+ Subsidy referenced in Sections IV(B)(1) and (2) shall, during the years after 2007 for which Delta is obligated to pay those subsidies under this Section IV(B), be adjusted annually starting on January 1, 2008 based on the change in the Consumer Price Index – Urban Wage and Clerical Workers (“CPI-W”) for the 12-month period ending in July of the previous year. There is a maximum of a 3% increase for any year, and there shall be no adjustment for any decrease in the CPI-W.

C. The Service Related Premium shall be eliminated.

D. For purposes of determining the contribution percentage of a dependent Spouse/child or Survivor of a Retiree, the age of the dependent Spouse/child or Survivor shall be used.

## V.

### CONFIRMATION OF CERTAIN EXISTING PROVISIONS OF THE FCMP

A. Retirees, Spouses and Survivors under age-65 can continue to opt in and out of the FCMP during the annual enrollment period.

B. ERMO, PensionPLUS, ERME and AERO Retirees, Spouses and Survivors will continue to pay 100% of the Rate for their dental coverage.

C. All eligible children of 7.5, ERMO, PensionPLUS, ERME and AERO Retirees will continue to pay 100% of the Rate for medical and dental coverage.

D. Retirees, who retired on or after December 1, 1993 with no special early retirement program, and their Spouses, Survivors and eligible children will continue to pay 100% of the applicable Rate for medical and dental coverage until they reach age 65.

E. Those Pre-1993 Retirees, Spouses, children or Survivors currently paying 100% of the Rate for medical and/or dental coverage will continue to pay 100% of the Rate until they reach age 65.

F. All eligible domestic partners continue to pay 100% of the Rate.

G. Under age-65 Spouses, Survivors, and other eligible dependents of age-65+ Retirees are eligible to enroll in the FCMP.

## VI.

### PLAN SELECTION AND DESIGN

#### A. Under Age-65 Plan Design

1. The proposed 2007 plan design changes for under age-65 Retiree coverage under the FCMP are withdrawn, with the following exceptions: (i) HMO options under the FCMP will be eliminated (except for Health Plan Hawaii and Humana Health Plan of Puerto Rico); and (ii) a new, comprehensive oncology care management program, Cancer Care Management Program,

will be implemented through UnitedHealthcare. Except as set forth in the next sentence, Delta shall not impose further reductions to under age-65 benefits for the Retirees, Survivors, and Spouses during 2007. The periodic reallocation of prescription drugs among tiers 1-3, which are implemented broadly from time to time in the ordinary course by Delta's medical plan vendor, are not plan design changes within the meaning of this paragraph and may be applied.

2. Actuarial plan value due to design changes may not decrease by more than 2% per year in years 2008, 2009 and 2010, and 5% in the aggregate during that period. For purposes of calculating the decrease in actuarial plan value due to design changes: (a) the medical plan vendor's periodic reallocation of drugs among tiers 1-3 which are implemented broadly from time to time in the ordinary course by Delta's medical plan vendor will not be included; and (b) any reallocation of drugs by Delta from tiers 1-3 to tier 4 will be included.

## **B. Plan Design and Selection for Retirees Age-65+**

1. The Delta Family-Care Medical Plan will be amended to eliminate age-65+ coverage for all age-65+ Retirees, Spouses, eligible children and Survivors effective January 1, 2007.

2. Delta agrees to examine the 1114 Non-Pilot Committee's proposal and the 1114 Non-Pilot Committee agrees to examine Delta's proposals with respect to plan design, carrier, administrator, legal structure, participant eligibility and management and governance of the plan or program for medical coverage, dental coverage, and vision coverage to be made available to those age-65+ in order to reach a decision mutually satisfactory to both Delta and the 1114 Non-Pilot Committee. In the event Delta and the 1114 Non-Pilot Committee do not reach an agreement by October 13, 2006, the 1114 Non-Pilot Committee will, through a Voluntary Employee Beneficiary Association established by the 1114 Non-Pilot Committee ("**VEBA**"), sponsor its own age-65+ plan ("**1114 Non-Pilot Committee Plan**") to cover Retirees and their Spouses (or domestic partners), and Survivors as well as ground and flight attendant retirees and their eligible dependents who retired or will retire after January 1, 2006 and on or before January 1, 2007. The 1114 Non-Pilot Committee Plan and the benefits under that plan are plans and programs affiliated with Delta for purposes of the Age-65+ Subsidy described in (IV)(B)(1) above. Unless Delta elects to sponsor an Alternative Plan as defined below and directs the 1114 Non-Pilot Committee, or, if applicable, the VEBA board not to make its plan available to those individuals, the 1114 Non-Pilot Committee Plan shall be available, upon their reaching age 65, to: (1) all retired pilots and (2) non-pilots who retire after January 1, 2007. Delta reserves the right to, at any time, sponsor a separate plan or program (the "**Alternative Plan**") and provide access to the Alternative Plan(s) to: (1) all retired pilots and (2) non-pilots who retire after January 1, 2007. If the VEBA establishes its own plan, at any time thereafter, Delta and the VEBA may mutually agree that Delta will take over the functions of the plan from the VEBA, in which case, if the VEBA has discharged its responsibilities in connection with the hardship fund referenced below, the VEBA may be dissolved.

3. After the earlier of December 31, 2009, or the expiration of the first policy term of the 1114 Non-Pilot Committee Plan, Retirees, and their Spouses (or domestic partners), and Survivors may choose to enroll in any Alternative Plan(s) offered to them by Delta and the conditions of such election shall be determined by Delta. Any Alternative Plan offered by Delta

and any continuing 1114 Non-Pilot Committee Plan (including a plan with the same or different vendors sponsored by the VEBA) shall both be a plan or program affiliated with Delta for purposes of the Age-65+ Subsidy described in IV(B)(1) above. The parties acknowledge the potential confusion of having multiple plans and agree to exercise their best efforts to agree upon one cost efficient plan.

4. Nothing in this Agreement will prohibit Delta or its Plans from complying with COBRA.

## **VII. AGE-65+ PLAN PARTICIPATION AND HARDSHIP FUND**

### **A. Efforts to Communicate Eligible Age 65+ Plan Participation**

1. Regardless of whether the VEBA establishes its own plan, Delta and 1114 Non-Pilot Committee representatives shall cooperate on communications to retirees about the age 65+ benefit plan(s) and the subsidy available from Delta and shall meet as appropriate to discuss efforts to maximize Retiree participation in the programs eligible for that subsidy. In connection with this effort, Delta agrees to consider: (A) the deduction of premiums from a participant's monthly pension check; (B) participation (including, if applicable, payment of reasonable expenses for meeting rooms) in enrollment meetings in certain "hub" cities in November and early December, 2006; (C) a joint presentation to retirees at the October 25, 2006 meeting of Delta Retirees in Atlanta; (D) efforts by mail, the Delta Retiree Connection website, the 1114 Non-Pilot Committee website, and the Delta Air Lines Retiree Committee website to educate eligible Retirees about the subsidy and the plans eligible for that subsidy and to discuss enrollment and participation; and (E) other reasonable cooperation, including consideration of S-1 passes to attend the meetings in (B), above.

2. To further communication with eligible Retirees, as soon as practicable after the Bankruptcy Court approves the Delta's Approval Motion described in Section (IX)(E), Delta shall provide the 1114 Non-Pilot Committee with an updated mailing list of Retirees.

### **B. Hardship Fund**

1. If, by January 1, 2007, more than 4,000 age-65+ Retirees, Survivors and Spouses who were enrolled in medical coverage in 2006 have elected not to participate in the agreed plan (or, if applicable, the 1114 Non-Pilot Committee Plan), then promptly after January 1, 2007, Delta will contribute a one-time payment of \$500 for each such individual, up to a maximum contribution of \$2 million into the VEBA as a hardship fund as provided in (VII)(B). If by January 1, 2007, less than 4,000 age-65+ Retirees, Survivors and Spouses who were enrolled in medical coverage in 2006 have elected not to participate in the agreed plan (or, if applicable, the 1114 Non-Pilot Committee Plan), then Delta will contribute promptly after January 1, 2007 an amount equal to the number of opted out individuals times \$500 into such hardship fund. If, before April 1, 2007, additional Retirees, Survivors and Spouses who were enrolled in medical coverage in 2006 elect not to participate in the agreed plan (or, if applicable, the 1114 Non-Pilot Committee Plan), then Delta will contribute an additional amount to the hardship fund equal to \$500 times the additional number of opted out Retirees, Survivors and Spouses. This additional

amount, when combined with the amount previously made to the hardship fund, shall not exceed \$2 million.

2. After soliciting members of Delta retiree organizations, the 1114 Non-Pilot Committee shall designate a committee (the “**Hardship Approval Committee**”) to review hardship applications from Retirees and Survivors who, as a result of particular individual hardship, would be unable to pay the initial year of premiums as revised in the agreement reflected in this Term Sheet without great hardship. After criteria promulgated by the Hardship Approval Committee and after publication of the application procedures promulgated by such Committee, the Hardship Approval Committee would recommend to the VEBA board the payment of medical and prescription drug plan premiums on behalf of those Retirees and Survivors suffering particular hardship in the amount of three, six, nine or twelve months’ of premiums or partial premiums, but only through the end of 2007, and upon the VEBA board’s approval of those payments, the hardship fund would be used to pay those premiums for the affected Retirees and Survivors, without any further commitment or obligation by Delta or the VEBA to pay premiums in the future out of the funds set forth in (VII)(B).

3. The hardship fund will also be used to pay for the cost of administering the VEBA, for purchasing errors and omissions insurance for the VEBA board and for reasonable travel expenses to attend board meetings, and any other amounts not used in the first plan year for payment of hardship premiums would be used by the VEBA to pay plan administration costs for the VEBA specifically to reduce the cost of Retiree, Spouse and Survivor participants in the 1114 Non-Pilot Committee Plan in and after 2008 and for required filings by the VEBA.

## **VIII.**

### **GENERAL UNSECURED PRE-PETITION CLAIMS FOR CERTAIN INDIVIDUALS**

Delta and the 1114 Non-Pilot Committee (and their respective advisors) shall seek to fix the individual claims described below in (VIII)(A), (B), (C), (D), (E), and (F) in the amounts provided below, and those claims shall be allowed without the need for the individuals to file proofs of claims for those amounts.

#### **A. ERMO and PensionPLUS Retirees**

1. For loss of the Enhanced Medical Option benefit effective January 1, 2006:

(a) ERMO and PensionPLUS Retirees, Spouses and Survivors enrolled in any Delta medical option on December 31, 2005 who were under age-65 during any part of 2006 will get a claim based upon the number of months and partial months during 2006 in which they were under age-65.

(b) ERMO and PensionPLUS Retirees, Spouses and Survivors enrolled in any Delta medical option on December 31, 2006 who were under age-65 during any portion of 2007 will get a claim based upon the number of months or partial months during 2007 that occur prior to the effective date of confirmation of Delta’s bankruptcy plan (the “**Confirmation Date**”) during which they were under age-65.

(c) The amount of the monthly claim for each participant entitled to a claim under

subsections (a) and (b) above shall be \$10 million, plus \$833,333.33 (one-twelfth of \$10 million) for each month or partial month from January 1, 2007 through the Confirmation Date (“the Enhanced Claim Amount”), divided by the total claim months of all participants authorized by subsections (a) and (b) above, where the Enhanced Claim Amount is a sum which represents the aggregate amount of claims for the value of the loss of the Enhanced Medical Option benefit, which amount was agreed upon by the parties and the Official Committee of Unsecured Creditors in Delta’s bankruptcy case.

2. For the elimination of the waiver of the Retiree Medical Premium effective January 1, 2007: \$115 per month in 2007, \$120 per month in 2008, and \$125 per month in 2009 and thereafter until such enrolled ERMO and PensionPLUS Retirees, Spouses and Survivors (each an “**EPP Claim Participant**”) would turn age-65. In addition, for each such EPP Claim Participant who is or who becomes 65 prior to the Confirmation Date, the amount of \$128 per month or partial month during 2007 that EPP Claim Participant is age-65+ prior to the Confirmation Date. The monthly amounts for 2008 and thereafter shall be reduced for purposes of calculating the claim by a discount rate of 7.5%, and the monthly amounts for 2008 and thereafter shall be reduced for purposes of calculating the claim by a percentage adjustment taking into account average mortality using the following mortality assumption: RP-2000 Combined Healthy Mortality Table with no collar adjustment projected to 2006 with Scale AA.

#### **B. Pre-1993 Retirees**

For enrolled Pre-93 Retirees, Spouses and Survivors (“**Pre-1993 Claim Participants**”) the claims would be calculated as follows: For each month or partial month from January 1, 2007 through the Confirmation Date, under age-65 Pre-1993 Claim Participants would have a claim of \$80 per month and Pre-1993 Claim Participants who were age-65+ would have a claim of \$155 per month, provided, however, that any Pre-1993 Claim Participant who is currently paying 100% of the cost of his or her benefits would not receive any \$80 claim for months in which that Pre-1993 Claim Participant was under age-65.

#### **C. ERME and AERO Retirees**

For enrolled ERME, and AERO Retirees, Spouses and Survivors (“**ERRO Claim Participants**”) the claims would be calculated as follows: For each month or partial month from January 1, 2007 through the Confirmation Date, under age-65 ERRO Claim Participants would have a claim of \$65 per month and age-65+ ERRO Claim Participants would have a claim of \$128 per month.

#### **D. 7.5 Retirees**

For enrolled 7.5 Retirees, Spouses and Survivors (“**7.5 Claim Participants**”), the claims would be calculated as follows: For each month or partial month from January 1, 2007 through the Confirmation Date, under age-65 7.5 Claim Participants would have a claim of \$70 per month, and age-65+ 7.5 Claim Participants would have a claim of \$128 per month.

#### **E. Post-2005 Retirees**

For non-pilot Delta retirees who retired at age 65+ after December 31, 2005 and who would have been eligible for a subsidy absent Delta's change to retiree medical benefits effective January 1, 2006 that retirees on or after that date would receive no medical, prescription or dental benefits from Delta, each of those retirees and their survivors and spouses who were enrolled in Delta benefits in 2005 prior to their retirement date ("**Post-2005 Claim Participants**") would receive a claim calculated as follows: For each month or partial month from January 1, 2007 through the Confirmation Date during which the Post-2005 Claim Participant was at least 65, such person would have a claim of \$99 per month.

**F. Other Age 65+ Retirees**

For other enrolled Retirees, Spouses and Survivors ("**Other Claim Participants**"), the claims would be calculated as follows: For each month or partial month from January 1, 2007 through the Confirmation Date during which the Other Claim Participants were at least age-65, each Other Claim Participant would have a claim of \$128 per month.

**G. Miscellaneous**

In any month where a claim participant turns 65, that participant shall not collect both the claim for a partial month he or she was under age-65 and the claim for a partial month he or she was age-65+, but instead shall get a claim amount for the greater of those two amounts. All the claims granted in this Section (VIII) shall be allowed for voting purposes, with an estimated Confirmation Date of June 2, 2007. Any claim for a Spouse shall be paid to the Retiree for whom the Spouse was a covered dependent at the time during which the claim arose.

**IX.  
OTHER CONSIDERATIONS**

**A.** This Term Sheet, and the agreement reflected herein, were entered into in the context of a settlement. Nothing contained herein may be used by either Delta or the 1114 Non-Pilot Committee as evidence or support for any legal or factual position in any litigation, including without limitation, in any litigation related to the scope of section 1114 of the Bankruptcy Code ("**Section 1114**"), whether Section 1114 protects amendable benefits, or whether a specific benefit, level of benefit, plan design or premium level is in fact amendable and/or covered by Section 1114.

**B.** Delta agrees that it will not propose or support any chapter 11 plan that does not contain an exculpation of the 1114 Non-Pilot Committee, and each of its members, advisors, attorneys, actuaries, agents and representatives at least as favorable as any exculpation provided in such plan to Delta's officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives.

**C.** Delta will indemnify and hold harmless the 1114 Non-Pilot Committee, its members (but while acting solely as an 1114 Non-Pilot Committee member), counsel, actuaries, and financial advisors (each an "**indemnitee**") from any loss, liability, damages, and costs directly resulting from any third party lawsuits with respect to the negotiation and support of this agreement. Such

indemnification and hold harmless obligation will not apply to: (1) any lawsuit resulting from the intentional misconduct or gross negligence of the indemnitee, (2) as to the particular indemnitee(s) making the statement at issue, any lawsuit resulting from any statement made by the indemnitee(s) that materially incorrectly describes the agreement, or (3) any lawsuit against any indemnitee that has breached its obligations under paragraph (IX)(E). An indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to Delta written notice within seven business days of service upon the indemnitee of the lawsuit as to which the indemnitee seeks to be indemnified and held harmless. Notice should be provided to Delta Air Lines, Inc., Attention: General Counsel, 1040 Delta Boulevard, Atlanta, Georgia, 30320. Delta will have the right to conduct the defense of such matter with counsel of Delta's choosing and enter into a settlement of such matter. Delta will give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

**D.** Delta agrees, during the pendency of these chapter 11 cases, that it will not seek further changes to non-pilot retiree medical benefits unless Delta is in imminent risk of its debtor in possession financing being accelerated based on an imminent breach in the financial covenants in its debtor in possession financing and Delta has used its best efforts to obtain a waiver of such default but has been unable to secure a Waiver (the "**Financial Trigger**"). If Delta meets the Financial Trigger, both Delta and the 1114 Non-Pilot Committee reserve all of their rights under Section 1114 or otherwise.

**E.** The 1114 Non-Pilot Committee and each of its members agree to publicly support, in court (including, but not limited to, the giving of testimony) and in their communications (including, but not limited to, communications with Delta retirees), this agreement and Delta's motion pursuant to sections 363 and 1114(e)(1)(B) of the Bankruptcy Code (the "**Approval Motion**"). The 1114 Non-Pilot Committee and each of its members agree not to oppose, in court and in their communications (including, but not limited to, communications with Delta retirees), the Section 1114 Pilot Retiree Committee agreement. Delta shall promptly file a motion to approve this Term Sheet and shall diligently seek approval for that motion.

**F.** This agreement shall be binding upon any successor or merged company or companies or any successor in control of Delta.

**G.** The Bankruptcy Court shall retain jurisdiction over any disputes arising from (i) the terms of this agreement or (ii) section 1129(a)(13) of the Bankruptcy Code.

**H.** Delta agrees to pay the reasonable expenses of the 1114 Non-Pilot Committee, including its expenses in connection with its prior newsletters to Retirees, and its subsequent reasonable efforts to communicate the agreement reflected in this Term Sheet with Retirees.