

EXHIBIT A

CLASS PROOF OF CLAIM

<b>UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK</b>		<b>PROOF OF CLAIM</b>
Name of Debtor Delta Air Lines, Inc.	Case Number 05-17923 (ASH)	THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be tiled pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <i>George T. Baker, Herbert Summers, Charles L. Strickland and Donald F. Mairose, for themselves and other retired pilots who failed to receive the full amount of their loss from the non-qualified plans for the reasons set forth in the Motion and Memorandum of even date herewith</i>	<input checked="" type="checkbox"/> Check here if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check here if you have never received any notices from the bankruptcy court in this case.  <input type="checkbox"/> Check here if the address differs from the address on the envelope sent to you by the court.	
Name and address where notices should be sent: c/o Dean Booth Shelley D. Rucker Miller & Martin PLLC 1170 Peachtree Street, NE, Suite 800 Atlanta, Georgia 30309 Telephone number: 404-962-6100		
Last four digits of account or other number by which creditor identifies debtor: N/A		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____

**1. Basis for Claim**

<input type="checkbox"/> Goods sold	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)
<input type="checkbox"/> Services performed	<input type="checkbox"/> Wages, salaries, and compensation (fill out below)
<input type="checkbox"/> Money loaned	Last four digits of your SS #: _____
<input type="checkbox"/> Personal injury/wrongful death	Unpaid compensation for services performed from _____ to _____
<input type="checkbox"/> Taxes	
<input checked="" type="checkbox"/> Other - Pension Benefits as further described in the attached Class Proof of Claim	

**2. Date debt was incurred:** N/A      **13. If court judgment, date obtained:** N/A

**4. Classification of Claim.** Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.

<p><b>Unsecured Nonpriority Claim</b> unliquidated but estimated to be not less than <u>\$ 100,000,000.00</u></p> <p><input checked="" type="checkbox"/> Check here if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.</p>	<p><b>Secured Claim \$</b></p> <p><input type="checkbox"/> Check here if your claim is secured by collateral (including a right of setoff).</p> <p>Brief Description of Collateral:  <input type="checkbox"/> Real Estate    <input type="checkbox"/> Motor Vehicle  <input type="checkbox"/> Other: _____</p> <p>Value of Collateral: \$ _____</p> <p>Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____</p>
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**Unsecured Priority Claim**

Check here if you have an unsecured claim, all or part of which is entitled to priority.

Amount entitled to priority \$ \_\_\_\_\_

Specify the priority of the claim:

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)

Wages, salaries, or commissions (up to \$10,000),\* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier 11 U.S.C. § 507(a)(4).

Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\*Up to \$2,225\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(2).  
 \*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

<b>5. Total Amount of Claim at Time Case Filed:</b> unliquidated but estimated to be not less than \$ <u>100,000,000.00</u>	\$ _____ (unsecured)	\$ _____ (secured)	unliquidated but estimated to be not less than \$ <u>100,000,000.00</u> (Total)
<input type="checkbox"/> Check here if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			

<p><b>6. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p><b>7. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p><b>8. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>	THIS SPACE IS FOR COURT USE ONLY
<p>Date: <u>August 7, 2007</u></p> <p>Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>/s/ Shelley D. Rucker</u> <i>Shelley D. Rucker</i></p>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

MILLER & MARTIN PLLC  
 Dean Booth (DB-3807)  
 Shelley D. Rucker, (SR- 8175)  
 1170 Peachtree Street, NE, Suite 800  
 Atlanta, Georgia 30309  
 Telephone: (404) 962-6100  
 Facsimile: (404) 962-6300  
*Attorneys for George T. Baker, Herbert Summers,  
 Donald F. Mairose and Charles L. Strickland*

UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK

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

**CLASS PROOF OF CLAIM**

Submitted by George T. Baker, Herbert Summers, Donald F. Mairose, and Charles L. Strickland (the "Class Claimants"), on behalf of themselves and a class of persons similarly situated.

**NATURE OF THE CLAIM**

1. The claim concerns retirement benefits promised to Class Claimants under a collective bargaining agreement referred to as the Pilot Working Agreement ("PWA") between Delta Air Lines, Inc. ("Delta") and the Air Line Pilots Association, International ("ALPA").

2. Class Claimants allege that they represent a class of persons (the "Class") who: (a) were previously employed by Delta as pilots; (b) retired from service of Delta prior to September 2, 2006; (c) qualified as participants under the Delta Pilots Retirement Plan, a tax-qualified defined benefit plan, which originated in 1972 and was amended and restated to be effective July 1, 1996 ("Qualified Plan"); and (d) are not being allowed a claim for their full

retirement benefits under the Qualified Plan and accompanying non-qualified plans, because a portion of those benefits are being disregarded by Delta through Delta's inconsistent application of the compensation and benefit limitations specified under Internal Revenue Code ("IRC") §§ 401(a)(17) (the "Compensation Cap") and 415(b) (the "Benefit Cap"). (The Compensation Cap and the Benefit Cap are collectively referred to as the "IRC Limitations".)

3. Delta contracted with members of the Class to provide any benefits not paid by the Qualified Plan, from either the Delta Pilots Bridge Plan ("Bridge Plan"), the Supplemental Annuity Plan ("Supplemental Plan") or some other non-qualified plan (The Bridge Plan and the Supplemental Plan are referred to as the "Non-Qualified Plans."). Delta has failed to provide Class Claimants and the other members of the Class with general, unsecured claims for all benefits owing under the Non-Qualified Plans. The total amount of their claims is unknown at this time, but Class Claimants estimate these claims are not less than \$100,000,000 in the aggregate.

#### **APPROPRIATENESS OF CLASS ACTION**

4. Because this claim applies to claims held by the Class as a whole, Class Claimants bring this claim pursuant to Fed.R.Civ.P. 23 on behalf of themselves and the Class. Class Claimants are filing a motion with the Court, pursuant to Fed.R.Bankr.P. 7023 and 9014(c), to have Fed.R.Civ.P. 23 applied to this claim and any contested matter related thereto.

5. Class Claimants meet the prerequisites to bring this action on behalf of the Class because:

a. The Class consists of approximately 1000 retired pilots who have claims for Disregarded Benefits. The number of members of the Class is so large that joinder of all

members as individual claimants is impracticable, satisfying the numerosity requirement found under Fed.R.Civ.P. 23(a)(1);

b. There are questions of law and fact common to the Class, satisfying the commonality requirement found under Fed.R.Civ.P. 23(a)(2);

c. Class Claimants' claims are typical of the claims of the Class, satisfying the typicality requirement found under Fed.R.Civ.P. 23(a)(3); and

d. Class Claimants will fairly and adequately protect the interests of the Class, having no interests that are antagonistic to or in conflict with the interests of the Class as a whole, and having engaged competent counsel, highly experienced in class action and complex litigation, to ensure protection of the interests of the Class as a whole, satisfying the adequacy requirement found under Fed.R.Civ.P. 23(a)(4).

6. Class Claimants assert that this claim satisfies the prerequisites to be maintainable as a class action claim under the following subsections of Fed.R.Civ.P. 23(b):

a. Fed.R.Civ.P. 23(b)(1)(A) – The prosecution of separate actions by the members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, and establish incompatible standards of conduct for Delta;

b. Fed.R.Civ.P. 23(b)(1)(B) – The prosecution of separate claims by members of the Class would create a risk of adjudications with respect to individuals members of the Class which would, as a practical matter, be dispositive of interests belonging to other members of the Class not parties to such adjudications, or substantially impair or impede the ability of such other members to protect their interests;

c. Fed.R.Civ.P. 23(b)(3) – Questions of law or fact common to all members of the Class predominate over any questions individually affecting only certain Class members, and this Class Claim is superior to other available methods for the fair and efficient adjudication of this controversy.

### **BASIS FOR CLAIM**

7. Claimants<sup>1</sup> were covered by the PWA during their service to Delta. Under the terms of the PWA, the Claimants were entitled to retirement benefits from the Qualified Plan and to the extent those benefits were not payable from the Qualified Plan, from the Non-Qualified Plans.

8. The Qualified Plan provided that the monthly amount of a participant's retirement income benefit (the "Formula Benefit") equaled the ratio of his Credit Service<sup>2</sup> to 25 years, with a maximum of 1.0 times 60% of his Final Average Earnings. (Qualified Plan, Section 5.01 at 21.) The Qualified Plan defines the term "Final Average Earnings" as the highest sum of the participant's earnings in any 36 consecutive calendar months divided by the number of months during the last 120 months of the Employee's continuous service before his Retirement Date.<sup>3</sup> Qualified Plan, Section 1.18.

9. However, the whole Claimant's Formula Benefit could not be paid from the Qualified Plan. In order to maintain the Qualified Plan's tax free status, Delta could pay only that portion of the Formula Benefit from the Qualified Plan that fell within the IRC Limitations.

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<sup>1</sup> Claimants as used hereafter is intended to include the Class Claimants and the members of the Class, as a whole.

<sup>2</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Qualified Plan.

<sup>3</sup> The Pilot Plan had a different definition for Final Average Earnings before July 1, 1998 changing the date when the 120 month period ended. The definition was previously numbered as Section 1.17.

The Compensation Cap limited the amount of Earnings that could be included in the calculation of the benefit payable from the Qualified Plan. The Benefit Cap limited the amount of the actual benefit payable from the Qualified Plan.

10. For example, to comply with the Compensation Cap at the beginning of 2001, the calculation of the Formula Benefit that could be paid from the Qualified Plan could not include Earnings exceeding \$170,000. Therefore, the Earnings on which the benefit payable from the Qualified Plan could be paid were limited to \$170,000 regardless of what the actual Earnings were at the time of Claimant's retirement. If the calculation of the Formula Benefit resulted in a benefit in excess of \$140,000 a year, only \$140,000 could be paid as a result of Benefit Cap. The portion of the Formula Benefit that exceeded the benefit allowed by the IRC Limitations was paid to the Claimants from the Non-Qualified Plans.

11. In 2001, Congress amended the Compensation Cap from \$170,000 to \$200,000 for tax years beginning after December 31, 2001<sup>4</sup>. At the same time, it increased the Benefit Cap from \$140,000 to \$160,000.

12. Although the amount of the Formula Benefit was not affected by those legislative changes, the portion of the Formula Benefit that could be paid from the Qualified Plan was increased. Correspondingly, the portion of the Formula Benefit that was paid from the Non-Qualified Plans was decreased.

13. The PWA mandates the payment of the Formula Benefit from the Non-Qualified Plans when the Formula Benefit cannot be paid from the Qualified Plan. PWA, Section

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<sup>4</sup> IRC § 401(a)(17)(B) provides for annual automatic cost of living adjustments which raised the Compensation Cap from \$150,000 to \$170,000 over the period from its enactment to the change in 2001. IRC § 415(d) also provides for annual cost of living adjustments in the Benefit Cap. The change in the caps reflected in the statute were made by the Economic Growth and Tax Relief Reconciliation Act of 2001, (P.L. 107-16) § 611(c)(1) (2001).

26.A.1.a. at 281, entitled "Plan Benefits, Costs and Guarantees" provides that Delta "will pay the entire cost of providing retirement benefits for pilots derived from the formulas under the Delta Pilots Retirement Plan Amended and Restated Effective as of July 1, 1996 as amended by the First Amendment thereto dated December 31, 2000, and as further amended by the Second Amendment thereto to incorporate the provisions of Section 26 (the 'Retirement Plan')...." The PWA provides that if, due to the limitations imposed by the Internal Revenue Code, the entirety of the Formula Benefit cannot be provided through the Qualified Plan, then that portion of the Formula Benefit that cannot be provided through the Qualified Plans will be provided through the Bridge Plan or the Supplemental Plan or "through any other nonqualified benefit plans or plans determined to be appropriate under the circumstances." (PWA, Section 26.A.1.a. at 281 (Emphasis added.))

14. PWA, Section 26.I. provides that the retirement plans, including the Qualified Plan and the Non-Qualified Plans, are incorporated into the PWA by reference. (PWA, Section 26.I. at 284.) The PWA also provides that if the IRC Limitations are amended to increase the limitations in the Internal Revenue Code, "then any such increase will be effective for the [Qualified Plan]....as of the earliest date that the [IRC Limits] could have become legally effective for that Plan...." PWA Section 26.I. at 283.

15. The claims of Claimants arise as a result of the termination of Qualified and Non-Qualified Plans. On August 14, 2006, Delta filed a motion in its bankruptcy case for a determination that Delta was in sufficient financial distress to justify termination of the Qualified Plan. The Court determined that Delta had met its burden to proceed with a distress termination and entered an order to that effect on September 5, 2006. The Qualified Plan and the Non-Qualified Plans were terminated effective September 2, 2006. Immediately prior to termination,

the IRC Limitations used to calculate the allocation of the Formula Benefit payable from the Qualified Plans and Non-Qualified Plans were those in effect for 2006 (“2006 IRC Limitations”).

16. The Pension Benefit Guaranty Corporation (“PBGC”) accepted the Qualified Plan from Delta and became the Qualified Plan’s trustee on December 31, 2006. In January of 2007, Delta sent a notice to all participants in the Qualified Plan including Claimants, that PBGC had taken over the Qualified Plan. Delta provided each participant with an explanation of the monthly benefit that the PBGC would be paying after termination (“Estimated Qualified Benefit”). The calculation was contained in a document entitled “Delta Pilots Retirement Plan Statement of Estimated Monthly Benefit after Plan Termination” (the “January Benefit Statement”). Attached as collective Exhibit 1 is a true and exact copy of the January Benefit Statement, for each Class Claimant. The Estimated Qualified Benefits shown on the January Benefit Statement and later paid by PBGC in March of 2007 were less than the Qualified Plan benefits that Claimants had been receiving immediately prior to the termination of the Qualified Plan.

17. One reason for the reduction was the qualified benefit that was used in the calculation. In calculating the Estimated Qualified Benefit portion of the Formula Benefit, Delta used a qualified benefit amount that was based on the IRC Limitations in effect in 2001 (“2001 IRC Limitations”) – five years earlier - rather than the higher limit that was in effect at the time of termination of the Qualified Plan in 2006. However, when Delta calculated the portion of the Formula Benefit attributable to the Non-Qualified Plans, Delta did not use the corresponding lower 2001 IRC Limitations to calculate the appropriate unsecured claims for termination of the Non-Qualified Plans. In other words, Delta disregarded the increase in the IRC Limitations for

purposes of calculating the Estimated Qualified Benefits but applied the increased IRC Limitations in determining the loss associated with termination of the Non-Qualified Plans.

18. It is clear that Delta is disregarding the effect that using two different IRC Limitations has on the allocation of the Formula Benefit. Delta's use of lower 2001 IRC Limitations should have resulted in a corresponding increase in the claim amount for benefits due from the Non-Qualified Plans. The failure of Delta to include the corresponding increase in its calculation of unsecured claims has the effect of denying Claimants an unsecured claim against Delta's bankruptcy estate for breach of Delta's contractual obligations and the resulting loss of non-qualified benefits.

19. The difference in the Non-Qualified Plan benefit payable using the 2001 IRC Limitations and the Non-Qualified Plan benefit that was payable in 2006 for each Claimant constitutes the "Disregarded Benefits." Delta has not included the Disregarded Benefits in its calculations of the unsecured pension claims.

20. Of the Class Claimants, only Mr. Mairose was scheduled for an unsecured pension claim, and he has filed a response requesting an amount for his post-termination non-qualified pension claim. He filed claim no. 8000 [Docket no. 6422] for \$98,280.53. Mr. Summers and Mr. Baker have filed also claims for their Disregarded Benefits, Claim no. 8082 for \$66,906.19 and Claim no. 8029 for \$173,508.48, respectively. Mr. Strickland has not filed a claim but his monthly loss attributable to the Disregarded Benefit is \$1020.70 a month. Only Mr. Mairose has received an objection to his claim. Debtor's Twentieth Omnibus Objection (Docket no. 6308, Exhibit A at 5).

21. Claimants seek a claim for the Disregarded Benefits calculated using the same methodology employed to determine the unsecured claims for losses incurred on account of the

Post-Termination Claims owing to the “Covered Pilots”, as defined in the Order Approving Stipulation between the Debtors, the Official Committee of Unsecured Creditors and DP3 regarding Allowed Claims in respect of Post-Termination Non-Qualified Pension Benefits of Retired Delta Pilots, entered by the Bankruptcy Court on December 15, 2006, for the Covered Pilots’ losses on account of the Post-Termination Claims.

22. Class Claimants contend they are representative of the approximately 1000 pilots in the Class and seek an aggregate claim of \$100,000,000 on behalf of those similarly situated for their Disregarded Benefits.

Respectfully submitted this 7th day of August, 2007.

By: /s/ Shelley D. Rucker  
Dean Booth (DB-3807)  
Shelley D. Rucker, (SR- 8175)

MILLER & MARTIN PLLC  
1170 Peachtree Street, NE, Suite 800  
Atlanta, Georgia 30309  
Telephone: (404) 962-6100  
Facsimile: (404) 962-6300

*Attorneys for George T. Baker, Herbert Summers,  
Charles L. Strickland and Donald F. Mairose*

COLLECTIVE EXHIBIT 1

CLASS CLAIMANTS' JANUARY BENEFIT STATEMENTS

**Delta Pilots Retirement Plan  
Statement of Estimated Monthly Benefit after Plan Termination**

**Basic Data**

1. Name	<b>SUMMERS, HERBERT</b>
2. Payroll number	3570000
3. Date of birth	5/16/35
4. Date of retirement	6/1/95
5. Age at retirement	60 years 0 months
6. Age at Plan termination	71 years 3 months
7. Receiving SS disability	NO

8. SS offset applied	YES
9. Form of benefit	LIFE
10. Spouse/beneficiary birth date	N/A
11. Lump sum received	\$833,102.74
12. Lump sum annuity at retirement	\$6,429.59
13. Lump sum annuity with variable increases	\$10,178.70
14. Benefit split per QDRO	NO

**Benefit Payment History**

Benefit at 9/1:	13. Fixed	16. Variable	17. Settlement	18. Total
2006	\$5,984.82	\$0.00	\$24.96	\$5,984.82
2005	\$5,959.86	\$0.00	N/A	\$5,959.86
2004	\$5,959.86	\$0.00	N/A	\$5,959.86
2003	\$5,959.86	\$0.00	N/A	\$5,959.86
2002	\$5,959.86	\$0.00	N/A	\$5,959.86
2001	\$5,123.35	\$0.00	N/A	\$5,123.35

**PC3 and PC4 Benefit Calculations**

PC3 Calculation	
19. Benefit paid 5 years ago	\$5,123.35
20. Increase in IRC Section 415 limit	\$416.67
21. Variable benefit reduction	\$0.00
22. Settlement	\$0.00
23. SS Offset at plan termination	\$0.00
24. PC3 benefit	\$5,540.02
25. PC3 funded percentage	81.70%
26. Funded PC3 benefit	\$4,526.19

PC4 Phase-in Calculation	
27. Lowest benefit in last 5 years	\$5,123.35
28. Increase 80% phased in	\$669.21
29. Increase 60% phased in	\$0.00
30. Increase 40% phased in	\$0.00
31. Increase 20% phased in	\$0.00
32. Settlement	\$0.00
33. SS Offset at plan termination	\$0.00
34. PC 4 phase-in benefit	\$5,792.56

**Estimated Monthly Benefit After Plan Termination**

35. PBGC maximum guaranteed dollar limit	\$7,963.04
36. Lump sum benefit after variable increases (from line 13.)	\$10,178.70
37. Maximum limit net of lump sum (line 35. - line 36., but not less than \$0)	\$0.00
38. PC4 benefit (lesser of lines 34. or 37.)	\$0.00
39. PC3 benefit x PC3 funded percentage (from line 26.)	\$4,526.19
40. Adjusted Benefit paid September 1, 2006 (from line 18.)	\$5,984.82

<b>41. Estimated benefit after Plan termination (before any recovery) (greater of lines 38. and 39., but not more than line 40)</b>	<b>\$4,526.19</b>
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*Please see the attached notes and definitions for further explanation.*

**Delta Pilots Retirement Plan**  
**Statement of Estimated Monthly Benefit after Plan Termination**

**Basic Data**

1. Name	BAKER, GEORGE THOMAS
2. Payroll number	3523900
3. Date of birth	10/4/34
4. Date of retirement	11/1/94
5. Age at retirement	60 years 0 months
6. Age at Plan termination	71 years 10 months
7. Receiving SS disability	NO

8. SS offset applied	YES
9. Form of benefit	LIFE
10. Spouse/beneficiary birth date	N/A
11. Lump sum received	Offset Estimated
12. Lump sum annuity at retirement	\$6,251.66
13. Lump sum annuity with variable increases	\$10,116.54
14. Benefit split per QDRO	NO

**Benefit Payment History**

Benefit at 9/1:	15. Fixed	16. Variable	17. Settlement	18. Total
2006	\$6,251.66	\$0.00	\$25.95	\$6,251.66
2005	\$6,225.71	\$0.00	N/A	\$6,225.71
2004	\$6,225.71	\$0.00	N/A	\$6,225.71
2003	\$6,225.71	\$0.00	N/A	\$6,225.71
2002	\$6,225.71	\$0.00	N/A	\$6,225.71
2001	\$5,245.00	\$0.00	N/A	\$5,245.00

**PC3 and PC4 Benefit Calculations**

PC3 Calculation	
19. Benefit paid 5 years ago	\$5,245.00
20. Increase in IRC Section 415 limit	\$416.67
21. Variable benefit reduction	\$0.00
22. Settlement	\$0.00
23. SS Offset at plan termination	\$0.00
24. PC3 benefit	\$5,661.67
25. PC3 funded percentage	81.70%
26. Funded PC3 benefit	\$4,625.58

PC4 Phase-In Calculation	
27. Lowest benefit in last 5 years	\$5,245.00
28. Increase 80% phased in	\$784.57
29. Increase 60% phased in	\$0.00
30. Increase 40% phased in	\$0.00
31. Increase 20% phased in	\$0.00
32. Settlement	\$0.00
33. SS Offset at plan termination	\$0.00
34. PC 4 phase-in benefit	\$6,029.57

**Estimated Monthly Benefit After Plan Termination**

35. PBGC maximum guaranteed dollar limit	\$8,602.47
36. Lump sum benefit after variable increases (from line 13.)	\$10,116.54
37. Maximum limit net of lump sum (line 35. - line 36., but not less than \$0)	\$0.00
38. PC4 benefit (lesser of lines 34. or 37.)	\$0.00
39. PC3 benefit x PC3 funded percentage (from line 26.)	\$4,625.58
40. Adjusted Benefit paid September 1, 2006 (from line 18.)	\$6,251.66

<b>41. Estimated benefit after Plan termination (before any recovery) (greater of lines 38. and 39., but not more than line 40)</b>	<b>\$4,625.58</b>
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*Please see the attached notes and definitions for further explanation.*

**Delta Pilots Retirement Plan**  
**Statement of Estimated Monthly Benefit after Plan Termination**

**Basic Data**

1. Name	STRICKLAND, CHARLES L
2. Payroll number	29437200
3. Date of birth	9/21/40
4. Date of retirement	6/1/99
5. Age at retirement	58 years 8 months
6. Age at Plan termination	65 years 11 months
7. Receiving SS disability	NO

8. SS offset applied	YES
9. Form of benefit	LIFE
10. Spouse/beneficiary birth date	N/A
11. Lump sum received	\$744,131.38
12. Lump sum annuity at retirement	\$4,907.01
13. Lump sum annuity with variable increases	\$5,316.32
14. Benefit split per QDRO	NO

**Benefit Payment History**

Benefit at 9/1:	15. Fixed	16. Variable	17. Settlement	18. Total
2006	\$4,590.10	\$0.00	\$87.58	\$4,590.10
2005	\$4,502.52	\$0.00	N/A	\$4,502.52
2004	\$4,502.52	\$0.00	N/A	\$4,502.52
2003	\$4,417.10	\$0.00	N/A	\$4,417.10
2002	\$4,417.10	\$0.00	N/A	\$4,417.10
2001	\$3,245.99	\$0.00	N/A	\$3,245.99

**PC3 and PC4 Benefit Calculations**

PC3 Calculation	
19. Benefit paid 5 years ago	\$3,245.99
20. Increase in IRC Section 415 limit	\$323.41
21. Variable benefit reduction	\$0.00
22. Settlement	\$0.00
23. SS Offset at plan termination	\$0.00
24. PC3 benefit	\$3,569.40
25. PC3 funded percentage	81.70%
26. Funded PC3 benefit	\$2,916.20

PC4 Phase-In Calculation	
27. Lowest benefit in last 5 years	\$3,245.99
28. Increase 80% phased in	\$936.89
29. Increase 60% phased in	\$0.00
30. Increase 40% phased in	\$40.00
31. Increase 20% phased in	\$0.00
32. Settlement	\$0.00
33. SS Offset at plan termination	\$0.00
34. PC 4 phase-in benefit	\$4,222.88

**Estimated Monthly Benefit After Plan Termination**

35. PBGC maximum guaranteed dollar limit	\$4,335.65
36. Lump sum benefit after variable increases (from line 13.)	\$5,316.32
37. Maximum limit net of lump sum (line 35. - line 36., but not less than \$0)	\$0.00
38. PC4 benefit (lesser of lines 34. or 37.)	\$0.00
39. PC3 benefit x PC3 funded percentage (from line 26.)	\$2,916.20
40. Adjusted Benefit paid September 1, 2006 (from line 18.)	\$4,590.10

<b>41. Estimated benefit after Plan termination (before any recovery) (greater of lines 38. and 39., but not more than line 40)</b>	<b>\$2,916.20</b>
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*Please see the attached notes and definitions for further explanation.*

**Delta Pilots Retirement Plan**  
**Statement of Estimated Monthly Benefit after Plan Termination**

**Basic Data**

1. Name	MAIROSE, DONALD F	8. SS offset applied	YES
2. Payroll number	2793900	9. Form of benefit	LIFE
3. Date of birth	12/9/34	10. Spouse/beneficiary birth date	N/A
4. Date of retirement	1/1/95	11. Lump sum received	Offset Estimated
5. Age at retirement	60 years 0 months	12. Lump sum annuity at retirement	\$6,251.48
6. Age at Plan termination	71 years 8 months	13. Lump sum annuity with variable increases	\$10,116.25
7. Receiving SS disability	NO	14. Benefit split per QDRO	NO

**Benefit Payment History**

Benefit at 9/1	15. Fixed	16. Variable	17. Settlement	18. Total
2006	\$6,162.17	\$0.00	\$24.79	\$6,162.17
2005	\$6,137.38	\$0.00	N/A	\$6,137.38
2004	\$6,137.38	\$0.00	N/A	\$6,137.38
2003	\$6,137.38	\$0.00	N/A	\$6,137.38
2002	\$6,137.38	\$0.00	N/A	\$6,137.38
2001	\$4,700.31	\$0.00	N/A	\$4,700.31

**PC3 and PC4 Benefit Calculations**

PC3 Calculation		PC4 Phase-In Calculation	
19. Benefit paid 5 years ago	\$4,700.31	27. Lowest benefit in last 5 years	\$4,700.31
20. Increase in IRC Section 415 limit	\$416.67	28. Increase 80% phased in	\$1,149.66
21. Variable benefit reduction	\$0.00	29. Increase 60% phased in	\$0.00
22. Settlement	\$0.00	30. Increase 40% phased in	\$0.00
23. SS Offset at plan termination	\$0.00	31. Increase 20% phased in	\$0.00
24. PC3 benefit	\$5,116.98	32. Settlement	\$0.00
25. PC3 funded percentage	81.70%	33. SS Offset at plan termination	\$0.00
26. Funded PC3 benefit	\$4,180.57	34. PC 4 phase-in benefit	\$5,849.97

**Estimated Monthly Benefit After Plan Termination**

35. PBGC maximum guaranteed dollar limit	\$8,419.77
36. Lump sum benefit after variable increases (from line 13.)	\$10,116.25
37. Maximum limit net of lump sum (line 35. - line 36., but not less than \$0)	\$0.00
38. PC4 benefit (lesser of lines 34. or 37.)	\$0.00
39. PC3 benefit x PC3 funded percentage (from line 26.)	\$4,180.57
40. Adjusted Benefit paid September 1, 2006 (from line 18.)	\$6,162.17
<b>41. Estimated benefit after Plan termination (before any recovery) (greater of lines 38. and 39., but not more than line 40.)</b>	<b>\$4,180.57</b>

*Please see the attached notes and definitions for further explanation.*