



February 22, 2008

Mr. Doug Steenland
President & CEO
Northwest Airlines Inc
Dept A1030
2700 Lone Oak Parkway
Eagan, MN 55122

Dear Mr. Steenland,

As we have discussed, Northwest Airlines is considering a merger or acquisition transaction with Delta Air Lines. I am writing on behalf of the Northwest Flight Attendants to remind you of some of the important obligations the Company has under the current Northwest Flight Attendant Collective Bargaining Agreement ("Agreement") in connection with any such transaction.

Section 1 of the Agreement broadly defines the Flight Attendants' recognition, scope, LPP and successorship rights. The Agreement also broadly defines "successors" and "successorship transactions" and clearly encompasses the kind of transaction being contemplated with Delta. Section 1.C.1. states plainly that "[t]his Agreement shall be binding upon any successor."

In addition to all other obligations in the Agreement, the Company must do the following specific things to comply with the provisions cited below:

- "... give written notice of the terms of this Agreement to a proposed successor *before* concluding any Successor Transaction." (Emphasis added). Section 1.C.1.
- "... provide the Union with the provisions of any Successor Transaction immediately upon conclusion of such transaction." Section 1.C.1.
- "... review with the Union the details of any material agreements relating to Successor Transactions in a timely manner, provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information." Section 1.C.2.b.
- "... shall not enter into any agreement to a Successor Transaction (as defined in paragraph C.1., above) or to any Partial Transaction (as defined in paragraph D, above) *unless the other party to the transaction agrees in writing, as a condition of the transaction*, to (1) provide Labor Protective Provisions for Northwest Airlines Flight Attendants no less favorable than the Labor Protective Provisions specified by the CAB in the Allegheny-Mohawk merger, including Sections 3 and 13 relating to fair and equitable seniority integration, but excluding Section 8 (Transfer Expenses) and Section 9 (Home Purchase) thereof; (2) provide to a Flight Attendant who is

required to change his/her base station as a result of such Successor Transaction or Partial Transaction transfer expenses in accordance with Section 13.A. of this Agreement; and (3) assume the terms of this Section 1.E. and of Section 1.C.2., above. For purposes of this paragraph, a seniority integration process shall not be deemed less favorable than that provided by Sections 3 and 13 of the Allegheny-Mohawk LPPs if it provides for either (1) date of hire seniority integration, or (2) "fair and equitable" seniority integration with arbitration of any disagreement before a neutral arbitrator. This paragraph E. shall remain in full force and effect concurrently with this Flight Attendant Agreement and the next ensuing Flight Attendant Agreement." (All references are to provisions of the Agreement). (Emphasis added). Section 1.E.

- ". . . shall provide to the Union, upon request, information and operational data reasonably necessary to monitor compliance with this Section 1." Section 1.F.1.
- ". . . shall meet with designated representatives of the Union, upon request, to review the impact upon Flight Attendants of the joint ventures, code shares and Marketing Agreements in which the Company is a participant; and to be briefed with respect to actions affecting Flight Attendants taken or contemplated by the Company and/or its Alliance partners." Section 1.F.2.

Furthermore, Letter of Agreement 1 binds both Northwest Airlines Corp. ("NAC") and Northwest Airlines Holding Corp. ("NAHC") and their Affiliates "to all terms and conditions of Sections 1.B.2.b, 1.C.2., 1.D. and 1.E." of the Agreement. Letter of Agreement 1 "remains in full force and effect irrespective of any Successor Transaction" and "shall be binding on any Successor." Perhaps most important, Letter of Agreement 1 provides as follows:

3. NAC, NAHC, and/or Northwest Airlines shall not *conclude any transaction* that results in (a) a successor to NAC, NAHC or Northwest Airlines or (b) any entity that owns, manages or controls NAC, NAHC or Northwest Airlines *unless, as a written and irrevocable condition of such transaction, the successor or entity agrees to execute this Letter of Agreement and to be bound by this Letter of Agreement in the same manner as NAC and NAHC.*" (Emphasis added).

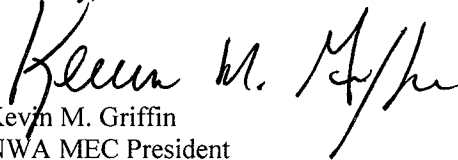
We understand that the transaction currently under consideration involves a complete merger or acquisition of Northwest. However, if the transaction the Company ultimately negotiates with Delta or another carrier were to fall within the parameters for "Partial Transactions" in Section 1.D. of the Agreement, that Section provides certain transfer rights and stipulates that "*No transaction shall be completed* unless Flight Attendants who elect to transfer are transferred pursuant to this paragraph D." (Emphasis added).

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This letter makes no attempt to describe in full detail all the terms of the Agreement that might be implicated by the transaction being contemplated, nor does the omission of other obligations, legal or contractual, constitute a waiver of such rights. AFA-CWA expects management to comply with all its obligations under these and other provisions of the Agreement and the law, and we will vigorously defend the rights of the Flight Attendants in any merger.

Please acknowledge receipt of this letter and commence your compliance with these and other provisions of the Agreement, if you have not done so already. If the Company disputes the applicability of, or refuses to comply with, these or any other provisions of the Agreement in connection with the contemplated transaction AFA-CWA proposes that such disputes be submitted to expedited arbitration, pursuant to the Expedited Board of Adjustment Procedures, contained in Section 1.G. of the Agreement. Absent an agreement to do so, AFA reserves the right to assert that violations of these contractual provisions constitute a major dispute subject to federal court jurisdiction.

Sincerely,



Kevin M. Griffin
NWA MEC President
Association of Flight Attendants-CWA

Cc: Pat Friend, International President, AFA-CWA
Julie Hagen Showers, Senior Vice President, Inflight Services
Bob Brodin, Senior Vice President, Labor Relations

KMG/kjc