SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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Please Consider the Environment Before Printing This Document
NORTHWEST AIRLINES CORPORATION
(Exact name of registrant as specified in its charter)

Delaware  0-23642  41-1905580
(State or other jurisdiction of incorporation)  (Commission File Number)  (I.R.S. Employer Identification No.)

2700 Lone Oak Parkway
Eagan Minnesota  55121
(Address of principal executive offices)  (Zip Code)

Registrant’s telephone number, including area code:  (612) 726-2111
Registrant’s Web site address:  www.nwa.com

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 9.01  Financial Statements and Exhibits.

(d) Exhibits.
The documents listed below are filed as exhibits with reference to the Registration Statement on Form S-3 (Registration No. 333-107070) (the “Registration Statement”) of Northwest Airlines Corporation and Northwest Airlines, Inc. The Registration Statement and the Prospectus Supplement dated October 2, 2007 (filed with the Securities Exchange Commission pursuant to Rule 424(b)(3) on October 4, 2007), to the Prospectus dated August 1, 2003, related to the offering of Northwest Airlines, Inc.’s Pass Through Certificates, Series 2007-1.

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.3(a)</td>
<td>Revolving Credit Agreement (2007-1A) dated as of October 10, 2007 between U.S. Bank National Association, as Borrower, and Calyon, New York Branch, as Primary Liquidity Provider</td>
</tr>
<tr>
<td>4.3(b)</td>
<td>Revolving Credit Agreement (2007-1B) dated as of October 10, 2007 between U.S. Bank National Association, as Borrower, and Calyon, New York Branch, as Primary Liquidity Provider</td>
</tr>
<tr>
<td>4.4</td>
<td>Intercreditor Agreement dated as of October 10, 2007 by and among U.S. Bank Trust National Association, as Pass Through Trustee, Calyon, New York Branch, as Primary Liquidity Provider, and U.S. Bank National Association, as Subordination Agent</td>
</tr>
<tr>
<td>4.5(a)</td>
<td>Deposit Agreement (Class A) dated as of October 10, 2007 between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary</td>
</tr>
<tr>
<td>4.5(b)</td>
<td>Deposit Agreement (Class B) dated as of October 10, 2007 between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary</td>
</tr>
</tbody>
</table>

Note Purchase Agreement dated as of October 10, 2007 by and among Northwest Airlines, Inc., U.S. Bank Trust National Association, as Pass Through Trustee, U.S. Bank National Association, as Subordination Agent, Citibank, N.A., as Escrow Agent, and U.S. Bank National Association, as Paying Agent

Form of Participation Agreement [NW ] dated as of [ ] by and among Northwest Airlines, Inc., as Owner, Northwest Airlines Corporation, as Guarantor, U.S. Bank Trust National Association, as Pass Through Trustee, and U.S. Bank National Association, as Subordination Agent and Indenture Trustee

Form of Trust Indenture and Security Agreement [NW ] dated as of [ ] between Northwest Airlines, Inc., as Owner, and U.S. Bank National Association, as Indenture Trustee

Form of Guarantee [NW ] dated as of [ ] from Northwest Airlines Corporation

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NORTHWEST AIRLINES CORPORATION

By: /s/ Michael L. Miller
Michael L. Miller
Vice President, Law and Secretary

Dated: October 17, 2007

EXHIBIT INDEX

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4.3(a) Revolving Credit Agreement (2007-1A) dated as of October 10, 2007 between U.S. Bank National Association, as Borrower, and Calyon, New York Branch, as Primary Liquidity Provider

4.3(b) Revolving Credit Agreement (2007-1B) dated as of October 10, 2007 between U.S. Bank National Association, as Borrower, and Calyon, New York Branch, as Primary Liquidity Provider

4.4 Intercreditor Agreement dated as of October 10, 2007 by and among U.S. Bank Trust National Association, as Pass Through Trustee, Calyon, New York Branch, as Primary Liquidity Provider, and U.S. Bank National Association, as Subordination Agent

4.5(a) Deposit Agreement (Class A) dated as of October 10, 2007 between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary

4.5(b) Deposit Agreement (Class B) dated as of October 10, 2007 between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary


4.7 Note Purchase Agreement dated as of October 10, 2007 by and among Northwest Airlines, Inc., U.S. Bank Trust National Association, as Pass Through Trustee, U.S. Bank National Association, as Subordination Agent, Citibank, N.A., as Escrow Agent, and U.S. Bank National Association, as Paying Agent

99.1 Form of Participation Agreement [NW ] dated as of [ ] by and among Northwest Airlines, Inc., as Owner, Northwest Airlines Corporation, as Guarantor, U.S. Bank Trust National Association, as Pass Through Trustee, and U.S. Bank National Association, as Subordination Agent and Indenture Trustee

99.2 Form of Trust Indenture and Security Agreement [NW ] dated as of [ ] between Northwest Airlines, Inc., as Owner, and U.S. Bank National Association, as Indenture Trustee

99.3 Form of Guarantee [NW ] dated as of [ ] from Northwest Airlines Corporation
Ladies and Gentlemen:

Northwest Airlines, Inc., a Minnesota corporation (the “Company”), proposes that U.S. Bank Trust National Association, as pass through trustee (the “Trustee”) under the Class A Trust and the Class B Trust (each as defined below), issue and sell to the underwriters named in Schedule II hereto the Northwest Airlines Pass Through Certificates, Series 2007-1A (the “Class A Certificates”) and
certificates

A. Trust and the Class

1, 2003 in the form first used to confirm sales of the Offered Certificates (or in the form

B. Trust

3, 1999, among

A. Trust and the Class

B. Trust (collectively, the

A. Trust, the

II, and the term

A. Trust

and together

S-3, relating to securities (the

I hereto on the terms and conditions stated herein. The aggregate principal amount of Offered Certificates having each such final expected distribution date is referred to as a “Pass Through Certificate Designation”.

The Offered Certificates will be issued pursuant to the Pass Through Trust Agreement, dated as of June 3, 1999, among Northwest Airlines Corporation, a Delaware corporation and the ultimate parent company of the Company (the “Guarantor”), the Company and the Trustee (the “Basic Agreement”), as supplemented with respect to each series of Offered Certificates by a separate Pass Through Trust Supplement to be dated as of the Closing Date (as defined below) (individually, a “Trust Supplement”), among the Guarantor, the Company and the Trustee (the Basic Agreement as supplemented by each such Trust Supplement being referred to herein individually as a “Pass Through Agreement”). The Trust Supplements are related to the creation and administration of Northwest Airlines Pass Through Trust, Series 2007-1A (the “Class A Trust”) and Northwest Airlines Pass Through Trust, Series 2007-1B (the “Class B Trust”, and together with the Class A Trust, the “Trusts”).

As used herein, unless the context otherwise requires, the term “Underwriters” shall mean the firms named as Underwriters in Schedule II, and the term “you” shall mean collectively, Citigroup Global Markets Inc. (“Citi”) and Morgan Stanley & Co. Incorporated (“Morgan Stanley”), in their capacity as representatives of the Underwriters.

The cash proceeds of the offering of Offered Certificates by each Trust will be paid to Citibank, N.A., as escrow agent (the “Escrow Agent”), under an Escrow and Paying Agent Agreement among the Escrow Agent, the Underwriters, the Trustee and U.S. Bank National Association, as paying agent (the “Paying Agent”), for the benefit of the holders of Offered Certificates issued by such Trust (each, an “Escrow Agreement”). The Escrow Agent will deposit such cash proceeds (each, a “Deposit”) with Credit Suisse, New York Branch (the “Depositary”), in accordance with a Deposit Agreement relating to the respective Trust (the “Deposit Agreement”), and will withdraw Deposits upon request to allow the Trustee to purchase Equipment Notes (as defined in the Note Purchase Agreement referred to herein) from time to time pursuant to a Note Purchase Agreement to be dated as of the Closing Date (the “Purchase Agreement”) among the Company, the Trustee of each of the Trusts and U.S. Bank National Association, as Subordination Agent (as hereinafter defined), U.S. Bank National Association, as Paying Agent and Citibank, N.A., as Escrow Agent. The Escrow Agent will issue receipts to be attached to each related Offered Certificate (“Escrow Receipts”) representing each holder’s fractional undivided interest in amounts deposited with the Escrow Agent and will pay to such holders through the related Paying Agent interest accrued on the Deposits and received by such Paying Agent pursuant to the related Deposit Agreement at a rate per annum equal to the interest rate applicable to the corresponding Offered Certificates.

Certain amounts of interest payable on the Offered Certificates issued by each of the Class A Trust and the Class B Trust will be entitled to the benefits of separate primary liquidity facilities. Calyon, a société anonyme organized under the laws of France (the “Liquidity Provider”), acting through its New York Branch will enter into a separate revolving credit agreement with respect to each of the Class A Trust and the Class B Trust (collectively, the “Liquidity Facilities”), each to be dated as of the Closing Date for the benefit of the holders of the Offered Certificates issued by such Trust. The Liquidity Provider and the holders of the Offered Certificates will be entitled to the benefits of an

Intercreditor Agreement to be dated as of the Closing Date (the “Intercreditor Agreement”) among the Trustees, U.S. Bank National Association, as subordination agent and trustee thereunder (the “Subordination Agent”) and the Liquidity Provider.

The Company has filed with the Securities and Exchange Commission (the “Commission”) a registration statement, including a prospectus, (File No. 333-107070) on Form S-3, relating to securities (the “Shelf Securities”), including the Offered Certificates, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the “Securities Act”), is hereinafter referred to as the “Registration Statement,” and the related prospectus covering the Shelf Securities dated August 1, 2003 in the form first used to confirm sales of the Offered Certificates (or in the form
first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the “Basic Prospectus.” The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Offered Certificates in the form first used to confirm sales of the Offered Certificates (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the “Prospectus,” and the term “preliminary prospectus” means any preliminary form of the Prospectus. For purposes of this Agreement, “free writing prospectus” has the meaning set forth in Rule 405 under the Securities Act, “Time of Sale Prospectus” means the Basic Prospectus and the preliminary prospectus supplement dated October 1, 2007 (the “Preliminary Prospectus”) relating to the Offered Certificates together with the free writing prospectuses, if any, each identified in Schedule IV hereto, and “electronic road show” means a “bona fide electronic road show” as defined in Rule 433(h)(5) under the Securities Act. As used herein, the terms “Registration Statement,” “Basic Prospectus,” “preliminary prospectus,” “Time of Sale Prospectus” and “Prospectus” shall include the documents, if any, incorporated by reference therein. The terms “supplement,” “amendment,” and “amend” as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are deemed to be incorporated by reference therein. “Effective Date” shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto and any Rule 462(b) Registration Statement became or becomes effective.

Capitalized terms not otherwise defined in this Agreement shall have the meanings specified therefor in the Pass Through Agreements, the Note Purchase Agreement or the Intercreditor Agreement referred to in the Pass Through Agreements; provided that, as used in this Agreement, the term “Operative Documents” shall mean the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Liquidity Facilities, the Pass Through Agreements, the Note Purchase Agreement, the Participation Agreements, the Indentures, the Equipment Notes and the Guarantees.

Section 1. Representations and Warranties. The Guarantor and the Company jointly and severally represent and warrant to, and agree with each Underwriter that:

(a) The Guarantor and the Company meet the requirements for use of Form S-3 under the Securities Act; the Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission; on each Effective Date and as of the date and time that this Agreement is executed and delivered by the parties hereto, the Registration Statement and any amendments and supplements thereto complied in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder and the Registration Statement did not and does not contain an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act and the Prospectus, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder and the Registration Statement did not and does not contain an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act and the Prospectus, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder; the Time of Sale Prospectus, as of 4:30 p.m. (Eastern time) on October 2, 2007, when sales of the Offered Certificates were first made, does not, and will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; each electronic road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; as of its date, on the date hereof
and on the Closing Date (as defined below), neither the Prospectus nor any amendments thereof and supplements thereto, includes or will include an untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions based upon information relating to any Underwriter furnished in writing to the Guarantor or the Company by or on behalf of any Underwriter expressly for use in the Prospectus or to statements or omissions in that part of the Registration Statement which shall constitute the Statement of Eligibility of the Trustee under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”), on Form T-1.

(b) The documents incorporated by reference in the Time of Sale Prospectus and the Prospectus pursuant to Item 12 of Form S-3 under the Securities Act, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder.

(c) The Company is not an “ineligible issuer” in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rules 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule IV hereto, and electronic road shows each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) Ernst & Young LLP, who have reported upon the audited consolidated financial statements and the financial statement schedules, if any, included or incorporated by reference in the Registration Statement, are independent public accountants within the meaning of the Securities Act.

(e) This Agreement has been duly authorized, executed and delivered by each of the Company and the Guarantor.

(f) The Company does not have any “significant subsidiaries” as defined in Regulation S-X, and the Guarantor does not have any significant subsidiaries (other than the Company).

(g) The consolidated financial statements included or incorporated by reference in the Registration Statement present fairly the consolidated financial position of the Guarantor and its consolidated subsidiaries as of the dates indicated and the consolidated results of operations and cash flows or changes in financial position of the Guarantor and its consolidated subsidiaries
for the periods specified. Except as stated therein, such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods involved. The financial statement schedules, if any, included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein. The summary consolidated financial data included in the Time of Sale Prospectus and Prospectus present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included or incorporated by reference in the Registration Statement.

(h) Each of the Company and the Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and Delaware, respectively, with corporate power and authority under such laws to own, lease and operate its properties and conduct its business as described in the Time of Sale Prospectus and the Prospectus and to perform its obligations under this Agreement; and each of the Guarantor and the Company is duly qualified to transact business as a foreign corporation and is in good standing in each other jurisdiction in which it owns or leases property of a nature, or transacts business of a type, that would make such qualification necessary, except to the extent that the failure to so qualify or be in good standing would not have a material adverse effect on the condition (financial or otherwise), earnings, business or prospects of the Guarantor and its consolidated subsidiaries, considered as one enterprise (a “Material Adverse Effect”).

(i) The Company is a “citizen of the United States” (as defined in Section 40102(a)(15) of Title 49 of the United States Code) and is an air carrier operating under a certificate issued by the Secretary of Transportation pursuant to Chapter 447 of Title 49, United States Code, for aircraft capable of carrying 10 or more individuals or 6,000 pounds or more of cargo. There is in force with respect to the Company an air carrier operating certificate issued pursuant to Part 121 of the regulations under the sections of Title 49, United States Code, relating to aviation (the “Federal Aviation Act”). All of the outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable and are owned by the Guarantor, indirectly through Northwest Airlines Holdings Corporation and NWA Inc., each a Delaware corporation, free and clear of any pledge, lien, security interest, charge, claim, equity or encumbrance of any kind.

(j) The Operative Documents to which the Guarantor and/or the Company will be a party will be duly executed and delivered by the Guarantor and/or the Company, as the case may be, on or prior to the Closing Date or the applicable Delivery Date (as defined in the Participation Agreements), as the case may be.

(k) The Operative Documents to which the Guarantor and/or the Company is, or is to be, a party are or will be substantially in the form heretofore supplied to you (in the case of the Indentures and the Participation Agreements, except for such modifications permitted by the Note Purchase Agreement), and, when duly executed and delivered by the Guarantor or the Company, as the case may be, will constitute valid and binding obligations of the Guarantor or the Company, as the case may be, enforceable against the Guarantor and the Company, as the case may be, in accordance with their terms, except as may be subject to (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, (B) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (C) an implied covenant of good faith and fair dealing. The Basic Agreement as executed is substantially in the
form filed as an exhibit to the Registration Statement and has been duly qualified under the Trust Indenture Act. The Offered Certificates, the Equipment Notes and the Operative Documents will conform in all material respects to the descriptions thereof in the Time of Sale Prospectus and the Prospectus.

(i) When executed, authenticated, issued and delivered in the manner provided for in each Pass Through Agreement and sold and paid for as provided in this Agreement, the Offered Certificates will constitute valid and binding obligations of the related Trustees, entitled to the benefits of the related Pass Through Agreements and enforceable against the related Trustees in accordance with their terms, except as may be subject to (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, (B) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (C) an implied covenant of good faith and fair dealing.

When executed, authenticated, issued and delivered in the manner provided for in the related Escrow Agreements, the Escrow Receipts will be legally and validly issued and will be entitled to the benefits of the related Escrow Agreements.

(m) The Equipment Notes to be issued under each Indenture, when duly executed and delivered by the Company, and duly authenticated by the Indenture Trustee in accordance with the terms of such Indenture, will be duly issued under such Indenture and will constitute the valid and binding obligations of the Company except as may be subject to (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, (B) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (C) an implied covenant of good faith and fair dealing. The holders of the Equipment Notes will be entitled to the benefits of such Indenture.

(n) Since the respective dates as of which information is given in the Time of Sale Prospectus and the Prospectus, except as otherwise stated therein or contemplated thereby, there has not been any material adverse change in the condition (financial or otherwise), earnings, business or prospects of the Guarantor and its consolidated subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business.

(o) Neither the Company nor the Guarantor is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it may be bound or to which any of its properties may be subject, except for such defaults that would not have a Material Adverse Effect. The execution and delivery by the Company and the Guarantor of this Agreement and by the Company and/or the Guarantor of the Operative Documents to which the Company and/or Guarantor is, or is to be, a party, the issuance and delivery of the Offered Certificates, the consummation by the Company and the Guarantor of the transactions contemplated by this Agreement, by such Operative Documents, the Time of Sale Prospectus and the Prospectus, and
and will not result in any violation of the charter or by-laws of the Company or the Guarantor, and do not and will not result in a
breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or
encumbrance upon any property or assets of the Company or the Guarantor under (A) any contract, indenture, mortgage, loan
agreement, note, lease or other agreement or other instrument to which the Company or the Guarantor is a party or by which either
may be bound or to which any of its properties may be subject and which is included or incorporated by reference as an exhibit to any
document incorporated by reference in the Time of Sale Prospectus or the Prospectus or included as an exhibit to the Registration
Statement (other than the Operative Documents and except for such breaches, defaults, liens, charges or encumbrances that would not
have a Material Adverse Effect) or (B) any existing applicable law, rule, regulation, judgment, order or decree of any government,
governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or the Guarantor or any of their
respective properties (other than the securities or Blue Sky or similar laws of the various states and of foreign jurisdictions), except
for such breaches, defaults, liens, charges or encumbrances that would not have a Material Adverse Effect.

(p) No authorization, approval, consent, order or license of or filing with or notice to any government, governmental
instrumentality or court, domestic or foreign, is required for the valid authorization, issuance, sale and delivery of the Offered
Certificates and the Equipment Notes, the valid authorization, execution, delivery and performance by the Guarantor and/or the
Company of this Agreement and the Operative Documents to which the Guarantor and/or the Company is, or is to be, a party, or the
consummation by the Guarantor or the Company of the transactions contemplated by this Agreement and such Operative Documents,
except such as are required under the Securities Act, the Trust Indenture Act and the securities or Blue Sky or similar laws of the
various states and of foreign jurisdictions and except for filings or recordings with the Federal Aviation Administration (the “FAA”)
and the International Registry under the Cape Town Convention (as defined in the applicable Participation Agreement) and under the
Uniform Commercial Code as is in effect in Minnesota, as of the date hereof, which filings or recordings shall have been made, or
duly presented for filing, on or prior to the applicable Delivery Date (as defined in the Participation Agreement relating to the
Aircraft to be acquired on such date).

(q) There is no action, suit or proceeding before or by any government, governmental instrumentality or court, domestic or foreign, now pending or, to the knowledge of the Company or the Guarantor, threatened against the Company or the
Guarantor (i) that is required to be disclosed in the Registration Statement or the Prospectus, which are not so disclosed or (ii) except
as set forth in or contemplated in the Time of Sale Prospectus and the Prospectus (exclusive of any supplement thereto) (A) could
reasonably be expected to have a Material Adverse Effect or (B) could reasonably be expected to have a material adverse effect on
the performance of this Agreement or the consummation of any of the transactions contemplated by this Agreement.
(r) There are no contracts or documents of a character required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described and filed as required.

(s) The Company and the Guarantor each possess all adequate certificates, authorizations and permits issued by appropriate governmental agencies or bodies which are necessary to conduct, in all material respects, the business now operated by them and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit that, if determined adversely to the Company or the Guarantor, would have, singly or in the aggregate, a Material Adverse Effect.

(t) Except as disclosed in the Time of Sale Prospectus and the Prospectus, no labor dispute with the employees of the Company or the Guarantor exists or, to the knowledge of the Company and the Guarantor, is imminent, in either case, which might reasonably be expected to have a Material Adverse Effect.

(u) None of the Guarantor, the Company or any Trust is an “investment company”, within the meaning of the Investment Company Act of 1940, as amended (the “Investment Company Act”); and after giving effect to the offering and sale of the Offered Certificates and the application of the proceeds thereof as described in the Time of Sale Prospectus or Prospectus, none of the Trusts will be, nor will the escrow arrangements relating to the Trusts contemplated by the respective Escrow Agreements result in the creation of, an “investment company”, as defined in the Investment Company Act.

(v) The Company and the Guarantor have not taken and will not take, directly or indirectly, any action prohibited by Regulation M under the Exchange Act, to the extent applicable, in connection with the offering of the Offered Certificates.

(w) The Guarantor and each of its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’ s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’ s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Guarantor and its subsidiaries’ internal controls over financial reporting are effective and the Guarantor and its subsidiaries are not aware of any material weakness in their internal controls over financial reporting.

(x) The Guarantor and its subsidiaries maintain “disclosure controls and procedures” (as such term is defined in Rule 13a-15(e) under the Exchange Act); such disclosure controls and procedures are effective.
(y) There is and has been no failure on the part of the Guarantor and any of the Guarantor’s directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith, including Section 402 relating to loans and Sections 302 and 906 relating to certifications.

(z) Neither the Guarantor nor any of its subsidiaries nor, to the knowledge of the Guarantor or Company, any director, officer, agent, employee or affiliate of the Guarantor or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Guarantor, its subsidiaries and, to the knowledge of the Company and the Guarantor, their affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(aa) The operations of the Guarantor and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Guarantor or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Guarantor or the Company, threatened.

(bb) Neither the Guarantor nor any of its subsidiaries nor, to the knowledge of the Guarantor or Company, any director, officer, agent, employee or affiliate of the Guarantor or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(cc) The information, statements and data contained under the heading “VII. Financial Information, Projections, And Valuation Analysis. C. Reorganization Valuation Analysis” and contained in Exhibit B - Liquidation Analysis, Exhibit F.1 - Overview of Business Plan, and Exhibit F.2 - Financial Projections, in each case, contained in the Disclosure Statement with respect to Debtors’ First Amended Joint and Consolidated Plan of Reorganization under Chapter 11 of the Bankruptcy Code filed as an exhibit to a current report on Form 8-K filed with the Commission on February 16, 2007 incorporated by reference in the Prospectus, are based on or derived from sources which each of the Guarantor and the Company believes to be reliable and accurate or represent the Guarantor’s and the Company’s good faith estimates that are made on
the basis of data derived from such sources and, in the case of historical information, statements and data contained therein, are true and correct in all material respects.

Any certificate signed by a duly authorized officer of the Company or the Guarantor and delivered to an Underwriter or to counsel for the Underwriters in connection with the offering of Offered Certificates shall be deemed a representation and warranty by the Company or the Guarantor, as the case may be, to the Underwriters as to the matters covered thereby.

Section 2. Purchase and Sale. (a) In reliance upon the representations and warranties herein contained, the Guarantor and the Company agree to cause the Trustee to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Trustee, at the purchase price specified in Schedule I, the respective amounts of Offered Certificates of each Pass Through Certificate Designation set forth opposite the name of such Underwriter in Schedule II. Concurrently with the issuance of the Offered Certificates, the Escrow Agent shall issue and deliver to the Trustee the Escrow Receipts in accordance with the terms of the Escrow Agreements, which Escrow Receipts shall be attached to the related Offered Certificates.

(b) The Company is advised by you that the Underwriters propose to make a public offering of the Offered Certificates as soon after this Agreement has been entered into as in your judgment is advisable as set forth in the Prospectus.

(c) As compensation to the Underwriters for their respective commitments and obligations hereunder in respect of the Offered Certificates, including their respective undertakings to distribute the Offered Certificates, the Company will pay to the Underwriters the sum set forth in Schedule III. Such payment will be made on the Closing Date simultaneously with the issuance and sale of the Offered Certificates (with the related Escrow Receipts attached) to the Underwriters. Payment of such compensation shall be made by wire transfer of immediately available funds.

Section 3. Delivery of and Payment for the Offered Certificates. (a) Delivery of and payment for the Offered Certificates (with attached Escrow Receipts) shall be made at the offices of Simpson, Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017-3954 at 9:00 A.M. on October 10, 2007 or on such other date, time and place as may be agreed upon by the Company, the Guarantor and you (such date and time of delivery and payment for the Offered Certificates being herein called the “Closing Date”). Delivery of the Offered Certificates (with attached Escrow Receipts) issued by each Trust shall be made to your account at The Depository Trust Company for the respective accounts of the several Underwriters against payment by the Underwriters by wire transfer of immediately available funds to the Depository. Upon delivery the Offered Certificates shall be registered in the name of Cede & Co. or in such other names, and in such denominations as you may request in writing at least two full business days in advance of the Closing Date.

(b) The Company agrees to have one or more global certificates representing the Offered Certificates available for inspection and checking by you in New York, New York not later than one full business day prior to the Closing Date.

Section 4. Conditions of Underwriters’ Obligations. The obligations of the Underwriters to purchase the Offered Certificates shall be subject to the accuracy of the representations and warranties on the part of the Company and Guarantor contained herein as of the date and time that this Agreement is executed and delivered by the parties hereto and the Closing Date, to the accuracy of the statements of the Company and Guarantor made in any certificates pursuant to the provisions hereof, to the performance by the Company and the Guarantor of their obligations hereunder and to the following additional conditions:
(a) On the Closing Date, no stop order suspending the effectiveness of the Registration Statement shall have been issued under the Securities Act and no proceedings therefor shall have been instituted or threatened by the Commission.

(b) On the Closing Date, you shall have received an opinion of each of Simpson Thacher & Bartlett LLP, counsel for the Company and the Guarantor, and Cadwalader, Wickersham & Taft LLP, special counsel for the Company and the Guarantor, each dated the Closing Date and in form and substance reasonably satisfactory to you and counsel for the Underwriters, substantially to the effect set forth in Exhibits A-1 and A-2 hereto, respectively.

(c) On the Closing Date, you shall have received an opinion of either the Vice President, Law & Secretary of the Company and the Guarantor or an Associate General Counsel of the Company and Assistant Secretary of the Company and the Guarantor, dated the Closing Date and in form and substance reasonably satisfactory to you and counsel for the Underwriters, substantially to the effect set forth in Exhibit B hereto.

(d) On the Closing Date, you shall have received an opinion of Shipman & Goodwin LLP, counsel for U.S. Bank Trust National Association, individually and as Trustee, and counsel for U.S. Bank National Association, as Subordination Agent and Paying Agent, dated the Closing Date and in form and substance reasonably satisfactory to you and counsel to the Underwriters, substantially to the effect as set forth in Exhibit C hereto.

(e) On the Closing Date, you shall have received an opinion of Patterson Belknap Webb & Tyler LLP, counsel for the Escrow Agent, and an opinion of in-house counsel for the Escrow Agent, each dated the Closing Date, and in form and substance reasonably satisfactory to you and counsel to the Underwriters, substantially to the effect as set forth in Exhibits D-1 and D-2 hereto, respectively.
(f) On the Closing Date, you shall have received an opinion of Shearman & Sterling LLP, special counsel for the Liquidity Provider, an opinion of in-house counsel for the Liquidity Provider, and an opinion of French counsel for the Liquidity Provider each dated the Closing Date and in form and substance reasonably satisfactory to you and counsel to the Underwriters, substantially to the effect as set forth in Exhibits E-1, E-2 and E-3 hereto, respectively.

(g) On the Closing Date, you shall have received an opinion of in-house counsel for the Depositary, an opinion of Swiss in-house counsel for the Depositary and an opinion of Shearman & Sterling LLP, special counsel for the Depositary, each dated the Closing Date and in form and substance reasonably satisfactory to you and counsel to the Underwriters substantially to the effect set forth in Exhibits F-1, F-2 and F-3 hereto, respectively.

(h) On the Closing Date, you shall have received an opinion of Shearman & Sterling LLP, as counsel for the Underwriters, dated the Closing Date, with respect to the issuance and sale of the Offered Certificates, the Registration Statement, the Prospectus and other related matters as the Underwriters may reasonably require.

(i) On the Closing Date, you shall have received a certificate of the Guarantor signed by the Chief Financial Officer of the Guarantor, dated the Closing Date, and in form and substance reasonably satisfactory to you and counsel to the Underwriters substantially to the effect set forth in Exhibit G hereto.

(j) Subsequent to the execution and delivery of this Agreement, there shall not have been any material adverse change in the condition (financial or otherwise), earnings, business or prospects of the Guarantor and its consolidated subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business that, in your judgment, is so material and adverse that it makes it impracticable or inadvisable to proceed with the public offering or the sale of and payment for the Offered Certificates. The Company shall have furnished to you a certificate of the President or a Senior or Executive Vice President, and other senior officers of the Company and the Guarantor, dated the Closing Date, to such effect and to the effect that the signers of such certificate have carefully examined the Registration Statement, the Time of Sale Prospectus, the Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

   (i) the representations and warranties of the Company and Guarantor in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

   (ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the knowledge of the Company or Guarantor, threatened; and
(iii) since the date of the most recent financial statements included in the Time of Sale Prospectus and the Prospectus (exclusive of any supplement thereto), there has not been any material adverse change in the condition (financial or otherwise), earnings, business or prospects of the Guarantor and its consolidated subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business.

(k) On each of the date hereof and the Closing Date, you shall have received a letter, dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to you and counsel to the Underwriters, from Ernst & Young LLP, the Company’s independent public accountants, containing statements and information of the type ordinarily included in accountants’ “comfort letters” to underwriters with respect to the financial statements and certain other financial or statistical data and certain financial information contained in or incorporated by reference into the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(l) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date, there shall not have been any downgrading nor any notice given to the Company or the Guarantor or any public notice given, in either case by a rating agency described below, of any intended or potential downgrading or of a possible change that does not indicate the direction of the possible change, in the rating accorded any of the Company’s or the Guarantor’s securities, including the Offered Certificates, by any “nationally recognized statistical rating organization”, as such term is defined for purposes of Rule 436(g)(2) under the Securities Act.

(m) The Company and the Guarantor shall have furnished to you and to counsel for the Underwriters, in form and substance satisfactory to you and to them, such other documents, certificates and opinions as such counsel may reasonably request in order to pass upon the matters referred to in Section 4(j) and in order to evidence the accuracy and completeness of any of the representations, warranties or statements, the performance of any covenant by the Company or the Guarantor theretofore to be performed, or the compliance with any of the conditions herein contained.

(n) On the Closing Date, each of the Operative Documents, the Indentures, Participation Agreements, Equipment Notes, Trust Agreements and Guarantees) shall have been duly executed and delivered by each of the parties thereto; the representations and warranties of the Company and the Guarantor contained in each of such executed Operative Documents to which they are parties shall be true and correct in all material respects as of the Closing Date (except to the extent that they relate solely to an earlier or later date, in which case they shall be true and correct as of such earlier or later date) and the Underwriters shall have received a certificate of the President or a Senior or Executive Vice President of the Company, dated as of the Closing Date, to such effect.

(o) Each of the Appraisers shall have furnished to the Underwriters a letter from such Appraiser, addressed to the Guarantor and the Company and dated the Closing Date, confirming that such Appraiser and each of its directors and officers (i) is not an affiliate of the Guarantor, the Company or any of its affiliates, (ii) does not have any
substantial interest, direct or indirect, in the Guarantor, the Company or any of its affiliates and (iii) is not connected with the Guarantor, the Company or any of its affiliates as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

(p) On the Closing Date, (i) the Class A Certificates shall be rated not lower than “A-” by Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies Inc. (“S&P”) and not lower than “A3” by Moody’s Investor Service, Inc. (“Moody’s”) and (ii) the Class B Certificates shall be rated not lower than “BBB-” by S&P and not lower than “Ba1” by Moody’s.

The Guarantor and the Company agree to furnish, promptly after the Closing Date and the applicable Delivery Date, to the Underwriters a copy of each opinion required to be delivered under the applicable Participation Agreement addressed to the Underwriters and of such other documents furnished in connection with the fulfillment of the conditions precedent therein as the Underwriters or counsel for the Underwriters may reasonably request.

If any of the conditions specified in this Section 4 shall not have been fulfilled when and as required by this Agreement to be fulfilled, this Agreement may be terminated by you on notice to the Company and the Guarantor at any time prior to the Closing Date. Notwithstanding any such termination, the provisions of Sections 6 and 7 shall remain in effect.

Section 5. Certain Covenants of the Company and the Guarantor. The Company and the Guarantor covenant with each Underwriter as follows:

(a) To furnish to you, without charge, as soon as practicable on the business day next succeeding the date of this Agreement and during the period mentioned in paragraph (h) below, as many copies of the Prospectus, and any supplements or amendments thereto, as you may reasonably request.

(b) To furnish to you as many conformed copies of the Registration Statement (as originally filed), the Time of Sale Prospectus, the Prospectus, and of all amendments and supplements to such documents, whether filed before or after the Registration Statement became effective, as many copies of all exhibits and documents filed therewith or incorporated by reference therein (through the end of the period mentioned in paragraph (h) below) and one signed and as many conformed copies of all consents and certificates of experts as you may reasonably request and, if requested by you, to furnish to you, for each of the Underwriters, one conformed copy of the Registration Statement (as originally filed) and of each amendment thereto (including documents incorporated by reference into the Prospectus but without exhibits).

(c) Promptly following the execution of this Agreement, to prepare a Prospectus that complies with the Securities Act and that sets forth the principal amount of the Offered Certificates and their terms not otherwise specified in the preliminary prospectus or the Basic Prospectus included in the Registration Statement, the name of each Underwriter participating in the offering and the principal amount of the Offered Certificates that each severally has agreed to purchase, the name of each Underwriter, if any, acting as a representative of the Underwriters in connection with the offering, the price at which the Offered
Certificates are to be purchased by the Underwriters from the Company, any initial public offering price, any selling concession and realowance and any delayed delivery arrangements, and such other information as you, the Company and the Guarantor deem appropriate in connection with the offering of the Offered Certificates. The Company and the Guarantor will timely transmit copies of the Prospectus to the Commission for filing pursuant to Rule 424 under the Securities Act.

(d) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish each Underwriter with a copy of each such proposed amendment or supplement, and to file no such proposed amendment or supplement to which you reasonably object by notice to the Company after a reasonable period of review; provided that the foregoing shall not prevent the Guarantor from filing reports required to be filed by it pursuant to the Exchange Act, and provided further that the Guarantor shall have provided you with a copy of any such report prior to its filing with the Commission.

(e) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company or the Guarantor not to use or refer to any proposed free writing prospectus to which you reasonably object.

(f) Not to take any action that would result in an Underwriter, the Company or the Guarantor being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(g) If the Time of Sale Prospectus is being used to solicit offers to buy the Offered Certificates at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(h) If, during such period after the first date of the public offering of the Offered Certificates when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is required by law to be delivered in connection with sales of the Offered Certificates by an Underwriter or dealer, any event shall occur as a result of which it is necessary, in the reasonable opinion of counsel for the Underwriters or counsel for the Company and the Guarantor, to amend the Registration Statement or amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred
to in Rule 173(a) under the Securities Act) is delivered to a purchaser, not misleading, or if it is necessary, in the reasonable opinion of either such counsel, to amend the Registration Statement or amend or supplement the Prospectus to comply with law, forthwith to prepare and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which the Offered Certificates may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is delivered to a purchaser, be misleading or so that the Registration Statement or the Prospectus, as so amended or supplemented, will comply with law and to cause such amendments or supplements to be filed promptly with the Commission.

(i) During the period mentioned in paragraphs (g) and (h) above, to notify you immediately, (i) of the effectiveness of any amendment to the Registration Statement, (ii) of the transmittal to the Commission for filing of any supplement to the Prospectus or any document that would as a result thereof be incorporated by reference in the Prospectus, (iii) of the receipt of any comments from the Commission with respect to the Registration Statement, the Time of Sale Prospectus, the Prospectus or any supplement thereto, (iv) of any request by the Commission for any amendment to the Registration Statement or any supplement to the Time of Sale Prospectus or the Prospectus or for additional information relating thereto or to any document incorporated by reference in the Time of Sale Prospectus or the Prospectus and (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement, of the suspension of the qualification of the Offered Certificates for offering or sale in any jurisdiction, or of the institution or threatening of any proceeding for any of such purposes; and to use every reasonable effort to prevent the issuance of any such stop order or of any order suspending such qualification and, if any such order is issued, to obtain the lifting thereof at the earliest possible moment.

(j) To use their respective reasonable efforts, in cooperation with the Underwriters, to qualify the Offered Certificates for offer and sale under the securities laws of such states and other jurisdictions as you may reasonably request and to maintain such qualifications in effect for so long as required for the distribution of such Offered Certificates; provided, however, that neither the Company nor the Guarantor shall be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. The Company and the Guarantor will use their reasonable efforts to file such statement and reports as may be required by the laws of each jurisdiction in which the Offered Certificates have been qualified as above provided. The Company and the Guarantor will also supply you with such information as is necessary for the determination of legality of the Offered Certificates for investment under the laws of such jurisdictions as you may reasonably request.

(k) To make generally available to the Guarantor’s security holders as soon as practicable, but not later than 45 days after the close of the period covered thereby, an earnings statement of the Guarantor (in form complying with the provisions of Rule 158 of the
Securities Act), covering (i) a period of 12 months beginning after the effective date of the Registration Statement and any post-effective amendment thereof but not later than the first day of the Guarantor’ s fiscal quarter next following such effective date and (ii) a period of 12 months beginning after the date of this Agreement but not later than the first day of the Guarantor’ s fiscal quarter next following the date of this Agreement.

(l) For a period of two years after the Closing Date, to make available upon request to the Underwriters, copies of all annual reports, quarterly reports and current reports filed with the Commission on Forms 10-K, 10-Q and 8-K, or such other similar forms as may be designated by the Commission, and such other documents, reports and information as shall be furnished by the Company or the Guarantor to the holders of Offered Certificates or to their security holders generally provided that at such time the Guarantor is required to furnish such reports under the Exchange Act.

(m) Between the date of this Agreement and the Closing Date, not to offer, sell or enter into any agreement to sell, directly or indirectly, any equipment notes, pass through certificates, equipment trust certificates or equipment purchase certificates secured by aircraft owned or leased by the Company or the Guarantor (or rights relating thereto) other than the Offered Certificates or Equipment Notes relating thereto, without your prior written consent.

(n) During the period when a prospectus relating to the Offered Certificates is required to be delivered under Section 5(c) of the Securities Act, to file promptly all documents required to be filed with the Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(o) To comply to the best of their abilities with the Securities Act, the Exchange Act and the Trust Indenture Act so as to permit the completion of the distribution of the Offered Certificates as contemplated in this Agreement and in the Time of Sale Prospectus and the Prospectus.

(p) If the third anniversary since December 1, 2005 occurs before all the Offered Certificates have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the Offered Certificates to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission.

(q) To prepare a final term sheet relating to the offering of the Offered Certificates, containing only information that describes the final terms of the Offered Certificates or the offering in a form consented to by Citi and Morgan Stanley, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Offered Certificates.

Section 6. Payment of Expenses. The Company and the Guarantor will pay or cause to be paid all costs and expenses incident to the performance of their obligations under this Agreement, including, without limitation, (a) the preparation, printing and
filing of the Registration Statement (including financial statements and exhibits), as originally filed and as amended, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Offered Certificates (within the time required by Rule 456(b)(1), if applicable), all printing costs associated therewith, and the cost of furnishing copies thereof to the Underwriters, (b) the printing or processing and distribution of this Agreement, the Offered Certificates, the Operative Documents, the Blue Sky Survey and any Legal Investment Survey, (c) the delivery of the Offered Certificates, (d) the fees and disbursements of counsel and accountants for the Guarantor and the Company, (e) the qualification of the Offered Certificates under the applicable securities laws in accordance with Section 5(g), including filing fees and reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the Blue Sky Survey, (f) any fees charged by rating agencies for rating the Offered Certificates (including annual surveillance fees related to the Offered Certificates as long as they are outstanding), (g) the fees and expenses of the Trustee, the Subordination Agent, the Liquidity Provider, the Depository, the Escrow Agent and the Paying Agent including the reasonable fees and disbursements of their respective counsel, in connection with the Offered Certificates and the Operative Documents, (i) the fees and disbursements of counsel for the Underwriters, (j) all fees and expenses relating to appraisals of the Aircraft and (k) all other reasonable out-of-pocket expenses incurred by the Underwriters in connection with the transactions contemplated by this Agreement. The Guarantor and the Company will also cause to be paid all expenses incident to the performance of their obligations under the Indentures and each of the other agreements and instruments referred to in the Indentures and the Participation Agreements.

If this Agreement is terminated by the Underwriters in accordance with the provisions of Sections 4 or 8, the Company and the Guarantor, jointly and severally, agree to reimburse the Underwriters for all their reasonable out-of-pocket expenses, including the fees and disbursements of counsel for the Underwriters.

Section 7. Indemnification and Contribution. (a) The Company and the Guarantor, jointly and severally, agree to indemnify and hold harmless each Underwriter and each person, if any, who controls such Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, any Underwriter’s officers and directors, each affiliate of any Underwriter within the meaning of Rule 405 of the Securities Act, as well as any affiliate’s officers and directors, from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred by any Underwriter or any such person in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, any “issuer free writing prospectus” as defined in Rule 433(h) under the Securities Act, any Company or Guarantor information that the Company or Guarantor has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or the Prospectus, or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished in writing to the Guarantor or the Company by or on behalf of any Underwriter expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus or the Prospectus, or any amendment or supplement thereto (the “Underwriter Information”).

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company and the Guarantor, each of their directors, each of their officers who signed the Registration Statement and each person, if any, who controls the Company or the Guarantor within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company and the Guarantor to such Underwriter, its affiliates and their respective officers and directors, but only with reference to the Underwriter Information provided by such Underwriter.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the “indemnified party”) shall promptly notify the person against whom such indemnity may be sought (the “indemnifying party”) in writing. An indemnifying party may participate at its own expense in the defense of such action. If it so elects within a reasonable time after receipt of such notice, an indemnifying party, jointly with any other indemnifying parties receiving such notice, may, except as provided in the immediately following sentence, assume the defense of such action, with counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such

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reimbursed as they are incurred. Such firm shall be designated in writing by Citi and Morgan Stanley, in the case of parties indemnified pursuant to paragraph (a) above (or if neither Citi nor Morgan Stanley is an indemnified party pursuant to such paragraph, by such others Underwriters who are indemnified parties pursuant to such paragraph), and by the Company or the Guarantor, in the case of parties indemnified pursuant to paragraph (b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 7 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other hand from the offering of the Offered Certificates; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Offered Certificates) be responsible for any amount in excess of the underwriting discount or commission applicable to the Offered Certificates purchased by such Underwriter hereunder, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Guarantor on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Guarantor on the one hand and the Underwriters on the other hand in connection with the offering of the Offered Certificates shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Offered Certificates (before deducting expenses) received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate public offering price of the Offered Certificates. The relative fault of the Company and the Guarantor on the one hand and of the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Guarantor or by the Underwriters and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters’ respective obligations to contribute pursuant to this Section 7 are several and not joint.

(e) The Company, the Guarantor and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid
or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 7 and the representations and warranties of the Company or the Guarantor contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Guarantor or Company, its officers or directors or any person controlling the Guarantor or the Company and (iii) acceptance of and payment for any of the Offered Certificates.

Section 8. Termination of Agreement. (a) This Agreement shall be subject to termination in your absolute discretion, by notice given to the Company prior to delivery of and payment for the Offered Certificates, if at any time prior to such delivery and payment (A) trading generally shall have been suspended or materially limited on the New York Stock Exchange or the Nasdaq National Market, (B) trading of any securities of the Guarantor or the Company shall have been suspended on any exchange or in any over-the-counter market, (C) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities, or (D) there shall have occurred any outbreak or escalation of hostilities involving the United States or any calamity or crisis that and (b) in the case of any of the events specified in clauses (i)(A) through (D), such event singly or together with any other such event makes it, in your sole judgment, impracticable to market the Offered Certificates on the terms or in the manner contemplated in the Preliminary Prospectus or the Prospectus (exclusive of any amendment or supplement thereto) or inadvisable to enforce contracts for the sale of the Offered Certificates. The respective agreements, representations, warranties, indemnities and other statements of the Company, the Guarantor or their officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Company or the Guarantor or any of the officers, directors, employees, agents or controlling persons referred to in Section 7 hereof, and will survive delivery of and payment for the Offered Certificates. The provisions of Sections 6 and 7 hereof shall survive the termination or cancellation of this Agreement.

Section 9. Default. If, on the Closing Date any one or more of the Underwriters shall fail or refuse to purchase Offered Certificates that it has or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Offered Certificates specified to be purchased by them on Schedule II bears to the aggregate principal amount of Offered Certificates specified to be purchased by all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Offered Certificates which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Offered Certificates to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the principal amount of Offered Certificates specified to be purchased by them on Schedule II bears to the aggregate principal amount of Offered Certificates specified to be purchased by all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Offered Certificates which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the principal amount of Offered Certificates that any Underwriter has agreed to purchase pursuant to Section 2 be increased pursuant to this Section 9 by an amount in excess of one-ninth of such principal amount of Offered Certificates without the written consent of such Underwriter. If on the Closing Date any one Underwriter or Underwriters shall fail or refuse to purchase Offered Certificates and the aggregate principal amount of Offered Certificates with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Offered Certificates to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Offered Certificates are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter, the Company or the Guarantor, except that the Company and the Guarantor will continue to be liable for the payment of expenses for any non-defaulting Underwriter to the extent set forth in Section 6. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement. If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Guarantor or the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Guarantor or the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the reasonable fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

Section 10. Entire Agreement. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Offered Certificates, represents the
entire agreement between the Company, the Guarantor and the Underwriters with respect to the preparation of any preliminary prospectus, the
Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Offered Certificates.

(b) Each of the Company and the Guarantor acknowledges that (i) the purchase and sale of the Offered Certificates pursuant to this Agreement is an arm’ s-length commercial transaction between the Company and the Guarantor, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (ii) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and Guarantor and (iii) the engagement by the Company and Guarantor of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, each of the Company and Guarantor agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company or Guarantor on related or other matters). Each of the Company and Guarantor agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company or Guarantor, in connection with such transaction or the process leading thereto.

Section 11. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 12. Governing Law and Time. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Specified times of the day refer to New York City time.

Section 13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered, mailed, or transmitted by any standard form of telecommunication, including telex or facsimile transmission. Notices to the Underwriters shall be directed to Citigroup Global Capital Markets Inc. General Counsel (facsimile number (212) 816-7912) and confirmed to the General Counsel, Citigroup Global Markets Inc., at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel and Morgan Stanley & Co. Incorporated, 1585 Broadway, New York, New York 10036, Attention: Equipment Finance Group, facsimile number (212) 761-1781. Notices to the Company or the Guarantor shall be directed to it by mail at Northwest Airlines, Inc., 2700 Lone Oak Parkway, Egan, Minnesota 55121, with a copy to Northwest Airlines Corporation at the same address, attention of the Senior Vice President and Treasurer, Department A4010.

Section 14. Parties. This Agreement is made solely for the benefit of the Underwriters, the Company, the Guarantor and, to the extent expressed, any person controlling the Company, the Guarantor or the Underwriters within the meaning of Section 15 of the Securities Act, and their respective executors, administrators, successors and assigns and no other person shall acquire or have any right under or by virtue of this Agreement. The term “successors and assigns” shall not include any purchaser, as such purchaser, from the Underwriters of the Offered Certificates.

Section 15. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us a counterpart hereof, whereupon this instrument will become a binding agreement among the Company, the Guarantor and each Underwriter in accordance with its terms.

Very truly yours,

NORTHWEST AIRLINES, INC.

By:  /s/ Daniel B. Matthews

Name:  Daniel B. Matthews
Underwriting Agreement

Accepted as of the date hereof

CITIGROUP GLOBAL MARKETS INC.
MORGAN STANLEY & CO. INCORPORATED

Acting severally on behalf of themselves and the several
Underwriters named in Schedule II hereto

By: CITIGROUP GLOBAL MARKETS INC.

By: /s/ Thomas Bliemel
Name: Thomas Bliemel
Title: Managing Director

By: MORGAN STANLEY & CO. INCORPORATED

By: /s/ Yurij Slyz
Name: Yurij Slyz
Title: Vice President

Underwriting Agreement

---

**SCHEDULE I**

Pass Through Certificates, Series 2007-1

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<thead>
<tr>
<th>Pass Through Certificate Designation</th>
<th>Aggregate Principal Amount</th>
<th>Interest Rate</th>
<th>Final Expected Distribution Date</th>
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<tr>
<td>2007-1A</td>
<td>$338,498,000.00</td>
<td>7.027%</td>
<td>November 1, 2019</td>
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<tr>
<td>2007-1B</td>
<td>$115,845,000.00</td>
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<td>November 1, 2017</td>
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### SCHEDULE II

Pass Through Certificates, Series 2007-1

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<tr>
<th></th>
<th>2007-1A</th>
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<tbody>
<tr>
<td>Morgan Stanley &amp; Co. Incorporated</td>
<td>$152,022,000</td>
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<td>Citigroup Global Markets Inc.</td>
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<td>J.P. Morgan Securities Inc.</td>
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<tr>
<td>Calyon Securities (USA) Inc.</td>
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<td>Deutsche Bank Securities Inc.</td>
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<tr>
<td>Credit Suisse Securities (USA) LLC</td>
<td>$9,121,000</td>
<td>$3,121,000</td>
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</table>

### SCHEDULE III

NORTHWEST AIRLINES, INC.

Underwriting commissions: $3,634,744.00

### SCHEDULE IV

Free writing prospectus dated October 2, 2007 in the form attached as Annex A

---

Annex A to Schedule IV

Issuer Free Writing Prospectus
Filed pursuant to Rule 433(d)
Registration No. 333-107070
October 2, 2007

Northwest Airlines, Inc. (“Northwest”)
(NYSE Symbol: NWA)

<table>
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<tr>
<th>Securities:</th>
<th>Class A Pass Through Certificates, Series 2007-1 (&quot;Class A Certificates&quot;)</th>
<th>Class B Pass Through Certificates, Series 2007-1 (&quot;Class B Certificates&quot;)</th>
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<tbody>
<tr>
<td>Amount:</td>
<td>$338,498,000.00</td>
<td>$115,845,000.00</td>
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<tr>
<td>Public Offering Price:</td>
<td>100%</td>
<td>100%</td>
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<td>Moody’s/Standard &amp; Poor’s Ratings:</td>
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<td>Ba1/BBB-</td>
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<td>ISIN:</td>
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<td>Benchmark Treasury:</td>
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<td>4.25% due 8/14</td>
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<td>Yield to Maturity:</td>
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<td>Spread to Benchmark Treasury:</td>
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<td>Coupon:</td>
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<td>Make-Whole Spread:</td>
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Liquidity Facility
Initial Maximum Commitment

| Amount: | $35,679,381.69 | $13,950,054.90 |

Underwriting Commission: $3,634,744.00

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<tr>
<th>Class A Pass Through Certificates</th>
<th>Class B Pass Through Certificates</th>
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<tr>
<td>Concession to Selling Group Members:</td>
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<tr>
<td>Discount to Brokers/Dealers:</td>
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Underwriting Agreement: Dated October 2, 2007
Trade Date: October 2, 2007
Settlement Date: October 10, 2007 (T+5) closing date, the fifth business day following the date hereof

Preliminary Prospectus Supplement: Northwest has prepared a Preliminary Prospectus Supplement, dated October 1, 2007, which includes additional information regarding the Certificates


Co-Managers: Calyon Securities (USA) Inc., Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC

A securities rating is not a recommendation to purchase, hold or sell securities and may be subject to revision or withdrawal at anytime.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Morgan Stanley toll-free 1-866-718-1649 (institutional investors) or Citigroup Global Markets Inc. toll-free 1-877-858-5407.

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Please Consider the Environment Before Printing This Document
This Trust Supplement No. 2007-1A, dated as of October 10, 2007 (herein called the “Trust Supplement”), by and among Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), Northwest Airlines, Inc., a Minnesota corporation (the “Company”), and U.S. Bank Trust National Association (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association, the “Trustee”), to the Pass Through Trust Agreement, dated as of June 3, 1999, by and among the Guarantor, the Company and the Trustee (the “Basic Agreement”).

W I T N E S S E T H:

WHEREAS, the Basic Agreement, unlimited as to the aggregate principal amount of Certificates which may be issued thereunder, has heretofore been executed and delivered;

WHEREAS, unless otherwise specified herein, capitalized terms used herein without definition having the respective meanings specified heretofore in the Basic Agreement;

WHEREAS, the Company intends to finance the acquisition of 27 new Embraer ERJ 170-200LR aircraft scheduled for delivery from January 2008 through December 2008 (the “Aircraft”) through separate secured loan transactions, under which the Company will own such Aircraft;

WHEREAS, the Company will issue Equipment Notes to finance a portion of the purchase price of such Aircraft;

WHEREAS, pursuant to the terms and conditions of the Basic Agreement as supplemented by this Trust Supplement (the “Agreement”), the Trustee shall purchase such Equipment Notes issued by each Trustee or the Company, as the case may be, having the same interest rate as, and final maturity dates not later than the final Regular Distribution Date of, the Applicable Certificates issued hereunder and shall hold such Equipment Notes in trust for the benefit of the Applicable Certificateholders;

WHEREAS, the Trustee hereby declares the creation of this Trust (the “2007-1A Trust” or the “Applicable Trust”) for the benefit of the Applicable Certificateholders, and the initial Applicable Certificateholders as the grantors of the 2007-1A Trust, by their respective acceptances of the Applicable Certificates, join in the creation of this 2007-1A Trust with the Trustee;

WHEREAS, all of the conditions and requirements necessary to make this Trust Supplement, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery of this Trust Supplement in the form and with the terms hereof have been in all respects duly authorized; and

WHEREAS, this Trust Supplement is subject to the provisions of the Trust Indenture Act of 1939, as amended, and shall, to the extent applicable, be governed by such provisions.

NOW THEREFORE, in consideration of the premises herein, it is agreed by and among the Guarantor, the Company and the Trustee as follows:

ARTICLE I

THE CERTIFICATES
Section 1.01. The Certificates. There is hereby created a series of Certificates to be issued under the Agreement to be distinguished and known as “Pass Through Certificates, Series 2007-1A” (hereinafter defined as the “Series 2007-1A Certificates” or the “Applicable Certificates”). Each Series 2007-1A Certificate represents a Fractional Undivided Interest in the 2007-1A Trust created hereby.

The terms and conditions applicable to the Series 2007-1A Certificates are as follows:

(a) The aggregate principal amount of the Series 2007-1A Certificates that shall be authenticated under the Agreement (except for Series 2007-1A Certificates authenticated and delivered pursuant to Sections 3.03, 3.04 and 3.05 of the Basic Agreement) upon their initial issuance is $338,498,000.

(b) The Cut-Off Date is the earlier of (a) April 1, 2009 and (b) the date on which a Triggering Event occurs.

(c) The Regular Distribution Dates with respect to any payment of Scheduled Payments means each May 1 and November 1 commencing on May 1, 2008, until payment of all of the Scheduled Payments to be made under the Equipment Notes has been made.

(d) The Special Distribution Dates are as follows: (i) when used with respect to the redemption or purchase of any Equipment Notes, the day (which shall be a Business Day) on which such redemption or purchase is scheduled to occur pursuant to the terms of the applicable Indenture and the Intercreditor Agreement and (ii) when used with respect to a Special Payment other than as described in clause (i) above, 15 days after the last date on which the Trustee must give notice pursuant to Section 4.02(c) of the Basic Agreement (or the next Business Day after such 15th day if such date is not a Business Day).

(e) (i) The Series 2007-1A Certificates shall be in the form attached hereto as Exhibit A. Each purchaser of Series 2007-1A Certificates, by its acceptance of such Certificate or its interest therein, will be deemed to represent and warrant to and for the benefit of the Company that either (x) the assets of an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), of a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), of entities which may be deemed to hold such plans’ assets, or of another employee benefit plan not subject to ERISA or Section 4975 of the Code (such as a governmental, church or non-U.S. plan) have not been used to purchase Series 2007-1A Certificates or (y) one or more prohibited transaction statutory or administrative exemptions applies such that the use of such plan assets to purchase and hold such Certificate will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any federal, state or local law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code.

(ii) The Series 2007-1A Certificates shall be Book-Entry Certificates and shall be subject to the conditions set forth in the Letter of Representations among the Guarantor, the Company and the Clearing Agency (the “Clearing Agency”) attached hereto as Exhibit B.

(f) Scheduled Payments of principal shall be as set forth in Exhibit C hereto.

(g) The proceeds of the Series 2007-1A Certificates shall be deposited in the Deposit Accounts and will be used in accordance with the Escrow Agreement and the Deposit Agreement.

(h) When each Aircraft is delivered, the Company will issue on a recourse basis the Equipment Notes, the proceeds of which shall be used, among other things, to finance a portion of the purchase price to the Company of the following Aircraft:

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<thead>
<tr>
<th>Expected Registration Number</th>
<th>Aircraft Type</th>
<th>Engine Type</th>
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<tbody>
<tr>
<td>2012-1A-ABC</td>
<td>Boeing 737</td>
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At the Escrow Agent’s request under the Escrow Agreement, the Trustee shall affix the corresponding Escrow Receipt to each Series 2007-1A Certificate. In any event, any transfer or exchange of any Series 2007-1A Certificate shall also effect a transfer or exchange of the related Escrow Receipt. Prior to the Final Withdrawal Date, no transfer or exchange of any Series 2007-1A Certificate shall be permitted unless the corresponding Escrow Receipt is attached thereto and also is so transferred or exchanged. By acceptance of any Series 2007-1A Certificate to which an Escrow Receipt is attached, each Applicable Certificateholder acknowledges and accepts the restrictions on transfer of the Escrow Receipt set forth herein and in the Escrow Agreement.

Section 1.02. **Intercreditor Agreement.** The Series 2007-1A Certificates are subject to the Intercreditor Agreement, the Deposit Agreement and the Escrow Agreement.

Section 1.03. **Ranking of Series 2007-1A Certificates.** The Series 2007-1A Certificates will be subject to the ranking and priority as set forth in the Intercreditor Agreement.

Section 1.04. **Liquidity Facility.** Payments of interest on the Series 2007-1A Certificates will be supported by a Liquidity Facility to be provided by the Liquidity Provider for the benefit of the Applicable Certificateholders.

**ARTICLE II**

**PREDELIVERY FUNDING AND STATEMENT OF INTENT**

Section 2.01. **Predelivery Funding.** On the date hereof, the proceeds from the issuance of the Applicable Certificates will be deposited in the Deposit Accounts on behalf of the Escrow Agent. Pursuant to the terms of the Deposit Agreement and the Note Purchase Agreement, a portion of the proceeds from the issuance of the Applicable Certificates will be withdrawn from the Deposit Account on any date on which the Company issues Equipment Notes with respect to an Aircraft.
Section 2.02. **Statement of Intent.** The parties hereto intend that the Applicable Trust be classified for U.S. federal income tax purposes as a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of Subtitle A of the Code and not as a trust or association taxable as a corporation or a partnership. Each of the parties hereto and each Applicable Certificateholder, or beneficial owner of an Applicable Certificate, by its acceptance of its Applicable Certificate or a beneficial interest therein, agrees to treat for all U.S. federal, state and local income tax purposes (i) the Applicable Trust as a grantor trust and (ii) Equipment Notes issued by the Company as indebtedness of the Company.

Section 2.03. **Activities of Trust.** (a) Other than in connection with the transactions contemplated by this Agreement or the Note Documents, the Trustee, on behalf of the Applicable Trust, shall not (i) borrow money or issue debt or (ii) merge with another entity, reorganize, liquidate or sell its assets.

(b) The activities of the Trustee engaged in, on behalf of the Applicable Trust, shall be limited to those activities authorized by this Agreement or the Note Documents.

**ARTICLE III**

**DEFINITIONS**

Section 3.01. **Definitions.** (a) For all purposes of the Basic Agreement as supplemented by this Trust Supplement, the following capitalized terms have the following meanings:

- **Aircraft:** Has the meaning specified in the recitals hereto.
- **Additional Certificate:** Has the meaning specified in the Intercreditor Agreement.
- **Additional Trust:** Has the meaning specified in the Intercreditor Agreement.
- **Applicable Certificateholder:** Means the holder of an Applicable Certificate.
- **Applicable Certificates:** Has the meaning specified in Section 1.01.
- **Clearing Agency:** Has the meaning specified in Section 1.01(e).
- **Clearing Agency Participant:** Means any of the participants in the Clearing Agency.
- **Closing Notice:** Has the meaning specified in the Note Purchase Agreement.
- **Cut-Off Date:** Has the meaning specified in Section 1.01(b).
- **Deposit Account:** Means an account established under Section 1.2 of the Deposit Agreement.
- **Deposit Agreement:** Means the Deposit Agreement dated as of October 10, 2007 relating to the Applicable Certificates between the Depositary and the Escrow Agent, as
the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**Depositary:** Means Credit Suisse, acting through its New York branch and any replacement or successor therefor.

**Deposits:** Has the meaning specified in the Note Purchase Agreement.

**Distribution Date:** Means any Regular Distribution Date or Special Distribution Date.

**Escrow Agent:** Means initially, Citibank, N.A., and any replacement or successor therefor appointed in accordance with the Escrow Agreement.

**Escrow Agreement:** Means the Escrow and Paying Agent Agreement dated as of October 10, 2007 relating to the Applicable Certificates, among the Escrow Agent, the Paying Agent, the Trustee and the Underwriters, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**Escrow Receipt:** Means the receipt substantially in the form annexed to the Escrow Agreement representing a fractional undivided interest in the funds held in the Paying Agent Account (as defined in the Escrow Agreement).

**Final Withdrawal:** With respect to the Escrow Agreement, has the meaning set forth in Section 1.2 thereof.

**Final Withdrawal Date:** Means the date on which the Final Withdrawal occurs.

**Intercreditor Agreement:** Means the Intercreditor Agreement, dated as of the date hereof, by and among the Trustee, the Other Trustee, the Liquidity Providers named therein and U.S. Bank National Association, as Subordination Agent.

**Junior Additional Certificateholder:** Has the meaning specified in the Intercreditor Agreement.

**Liquidity Facility:** Has the meaning specified in the Note Purchase Agreement.

**Note Documents:** With respect to any Equipment Note, means the Note Purchase Agreement, the related Indenture and the related Participation Agreement.

**Note Purchase Agreement:** Means the Note Purchase Agreement, dated as of the date hereof, among the Company, the Trustee, the Other Trustee, U.S. Bank National Association, as Subordination Agent, the Escrow Agent and the Paying Agent.

**Notice of Purchase Withdrawal:** Has the meaning specified in the Note Purchase Agreement.

**Other Agreement:** Means the Basic Agreement as supplemented by (i) Trust Supplement No. 2007-1B (the “2007-1B Trust Supplement”) dated the date hereof relating to Northwest Airlines 2007-1B Pass Through Trust or (ii) a trust supplement relating to any Additional Trust or any Refinancing Trust.

**Other Trustee:** Means the trustee under any of the Other Agreements, and any successor or other trustee appointed as provided therein.

**Participation Agreement:** Has the meaning specified in the Note Purchase Agreement.

**Paying Agent:** Means U.S. Bank National Association.

**Pool Balance:** Means, as of any date, (i) the original aggregate face amount of the Applicable Certificates less (ii) the aggregate amount of all payments made in respect of such Applicable Certificates or in respect of Deposits relating to the Applicable
Trust other than payments made in respect of interest or premium thereon or reimbursement of any costs or expenses incurred in connection therewith. The Pool Balance as of any Distribution Date will be computed after giving effect to any special distribution with respect to unused Deposits, payment of principal of the Equipment Notes or payment with respect to other Trust Property and the distribution thereof to be made on that date.

**Prospectus Supplement**: Means the Prospectus Supplement dated October 2, 2007, relating to the offering of the Class A Certificates and the Class B Certificates (each as defined in the Intercreditor Agreement).

**Pool Factor**: Means, as of any Distribution Date, the quotient (rounded to the seventh decimal place) computed by dividing (i) the Pool Balance by (ii) the original aggregate face amount of the Applicable Certificates. The Pool Factor as of any Distribution Date shall be computed after giving effect to any special distribution with respect to unused Deposits, payment of principal of the Equipment Notes or other Trust Property and the distribution thereof to be made on that date.

**Receiptholder**: Has the meaning specified in the Escrow Agreement.

**Record Date**: Means the fifteenth day preceding any Distribution Date on which the Applicable Certificateholders are determined for purposes of the distribution which will occur on such Distribution Date.

**Refinancing Certificateholders**: Has the meaning specified in the Intercreditor Agreement.

**Refinancing Trust**: Has the meaning specified in the Intercreditor Agreement.

**Scheduled Closing Date**: Has the meaning specified in the Note Purchase Agreement.

**Scheduled Payment**: Has the meaning specified in the Intercreditor Agreement.

**Special Payment**: Means any payment (other than a Scheduled Payment) in respect of, or any proceeds of, any Equipment Note or Trust Indenture Estate (as defined in each Indenture).

**Trust Property**: Means (i) the Equipment Notes held as the property of the Applicable Trust and, subject to the Intercreditor Agreement, all monies at any time paid thereon and all monies due and to become due thereunder, (ii) the rights of the Applicable Trust under the Escrow Agreement to request the Escrow Agent to withdraw from the Deposit Accounts funds sufficient to enable the Applicable Trust to purchase Equipment Notes on the delivery of an Aircraft, (iii) funds from time to time deposited in the Certificate Account and the Special Payments Account, and (iv) all rights of the Applicable Trust and the Trustee, on behalf of the Applicable Trust, under the Intercreditor Agreement, the Note Purchase Agreement and the Liquidity Facility, including, without limitation, the rights of the Applicable Trust to acquire Equipment Notes under the Note Purchase Agreement, all rights to receive certain payments under such documents, and all monies paid to the Trustee on behalf of the Applicable Trust pursuant to the Intercreditor Agreement or the Liquidity Facility.

**Trusts**: Means, collectively, the Northwest Airlines 2007-1 Pass Through Trusts to be formed pursuant to the Basic Agreement, as supplemented by this Trust Supplement and the Other Agreement.

**Underwriters**: Means the several Underwriters named in and who are parties to the Underwriting Agreement.

Section 3.02. Other. (a) For purposes of the Applicable Trust, “PTC Event of Default,” as used in the Basic Agreement, shall have the meaning set forth in the Intercreditor Agreement.

(b) With respect to the Applicable Trust, the definition of the term “Specified Investments” in the Basic Agreement is amended by adding the following sentence at the end of such definition:

“U.S. Bank Trust National Association, in acting as Pass Through Trustee is hereby authorized, in making or disposing of any investment described herein, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Pass Through Trustee or for any third person or dealing as principal for its own account.”

ARTICLE IV

THE TRUSTEE

Section 4.01. Delivery of Documents; Delivery Dates. (a) The Trustee is hereby directed (i) to execute and deliver the Intercreditor Agreement, the Escrow Agreement and the Note Purchase Agreement, each in the form delivered to the Trustee by the Company and (ii) subject to the respective terms thereof, to perform its obligations thereunder. Upon request of the Company and the satisfaction or waiver of the closing conditions specified in the Underwriting Agreement, the Trustee shall execute, deliver, authenticate, issue and sell Applicable Certificates in authorized denominations equaling in the aggregate the amount set forth, with respect to the Applicable Trust, in Schedule I to the Underwriting Agreement evidencing the entire ownership interest in the Applicable Trust, which amount equals the maximum aggregate principal amount of Equipment Notes which may be purchased by the Trustee pursuant to the Note Purchase Agreement. Except as provided in Sections 3.03, 3.04, 3.05 and 3.09 of the Basic Agreement, the Trustee shall not execute, authenticate or deliver Applicable Certificates in excess of the aggregate amount specified in this paragraph.

(b) On or after the Issuance Date the Company may deliver from time to time to the Trustee a Closing Notice relating to one or more Equipment Notes. After receipt of a Closing Notice and in any case no later than two Business Days prior to a Scheduled Closing Date as to which such Closing Notice relates (the “Applicable Delivery Date”), the Trustee shall (as and when specified in the Closing Notice) instruct the Escrow Agent to provide a Notice of Purchase Withdrawal to the Depositary requesting (i) the withdrawal of all principal amounts from one or more Deposit Accounts on the Applicable Delivery Date in accordance with and to the extent permitted by the terms of the Escrow Agreement and the Deposit Agreement and (ii) the payment of all, or a portion, of the amount withdrawn from such Deposit Account or Accounts in an amount equal in the aggregate to the purchase price of such Equipment Notes to or on behalf of the Company, all as shall be described in the Closing Notice. The Trustee shall (as and when specified in such Closing Notice), subject to the conditions set forth in Section 3 of the Note Purchase Agreement, enter into and perform its obligations under the Participation Agreement specified in such Closing Notice (the “Applicable Participation Agreement”) and cause such certificates, documents and legal opinions relating to the Trustee to be duly delivered as required by the Applicable Participation Agreement. If at any time prior to the Applicable Delivery Date, the Trustee receives a notice of postponement pursuant to Section 2(e) or 2(f) of the Note Purchase Agreement, then the Trustee shall give the Depositary (with a copy to the Escrow Agent) a notice of cancellation of such Notice of Purchase Withdrawal relating to
such Deposit Account or Accounts on such Applicable Delivery Date. Upon satisfaction of the conditions specified in the Note Purchase Agreement and the Applicable Participation Agreement, the Trustee shall purchase the applicable Equipment Notes with the proceeds of the withdrawals from one or more Deposit Accounts made on the Applicable Delivery Date in accordance with the terms of the Deposit Agreement and the Escrow Agreement. The purchase price of such Equipment Notes shall equal the principal amount of such Equipment Notes. Amounts withdrawn from such Deposit Account or Accounts in excess of the purchase price of the Equipment Notes or to the extent not applied on the Applicable Delivery Date to the purchase price of the Equipment Notes, shall be re-deposited by the Trustee with the Depositary on the Applicable Delivery Date in accordance with the terms of the Deposit Agreement.

Section 4.02. Withdrawal of Deposits. If any Deposits remain outstanding on the Business Day next succeeding the Cut-Off Date, the Trustee shall give the Escrow Agent notice that the Trustee’s obligation to purchase Equipment Notes under the Note Purchase Agreement has terminated and instruct the Escrow Agent to provide a notice of Final Withdrawal to the Depositary substantially in the form of Exhibit B to the Deposit Agreement (the “Final Withdrawal Notice”).

Section 4.03. The Trustee. (a) Subject to Section 4.04 of this Trust Supplement and Section 7.14 of the Basic Agreement, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Trust Supplement, the Deposit Agreement or the Escrow Agreement or the due execution hereof or thereof by the Company or the other parties thereto (other than the Trustee), or for or in respect of the recitals and statements contained herein or therein, all of which recitals and statements are made solely by the Company.

(b) Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed by the Trustee by reason of this Trust Supplement other than as set forth in the Basic Agreement, and this Trust Supplement is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Basic Agreement, upon the effectiveness thereof, as fully to all intents as if the same were herein set forth at length.

Section 4.04. Representations and Warranties of the Trustee. The Trustee hereby represents and warrants that:

(a) the Trustee has full power, authority and legal right to execute, deliver and perform this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement and the Note Documents to which it is a party (collectively, the “Trustee Agreements”) and has taken all necessary action to authorize the execution, delivery and performance by it of the Trustee Agreements;

(b) the execution, delivery and performance by the Trustee of the Trustee Agreements (i) will not violate any provision of any United States federal law or the law of the state of the United States where it is located governing the banking and trust powers of the Trustee or any order, writ, judgment, or decree of any court, arbitrator or governmental authority applicable to the Trustee or any of its assets, (ii) will not violate any provision of the articles of association or by-laws of the Trustee, and (iii) will not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Trust Property pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have an adverse
effect on the Trustee’s performance or ability to perform its duties hereunder or thereunder or on the transactions contemplated herein or therein;

(c) the execution, delivery and performance by the Trustee of the Trustee Agreements will not require the authorization, consent, or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency of the United States or the state of the United States where it is located regulating the banking and corporate trust activities of the Trustee; and

(d) each Trustee Agreement has been, or will be, as applicable, duly executed and delivered by the Trustee and constitute, as applicable, the legal, valid and binding agreement of the Trustee, enforceable against it in accordance with its terms; provided, however, that enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity.

Section 4.05. Trustee Liens. The Trustee in its individual capacity agrees, in addition to the agreements contained in Section 7.16 of the Basic Agreement, that it will, at its own cost and expense, promptly take any action as may be necessary to duly discharge and satisfy in full any Trustee’s liens on or with respect to the Trust Property which is attributable to the Trustee in its individual capacity and which is unrelated to the transactions contemplated by the Intercreditor Agreement or the Note Purchase Agreement.

ARTICLE V
SUPPLEMENTAL AGREEMENT

Section 5.01. Supplemental Agreements. (a) For purposes of this Trust, Section 9.01 and 9.02 of the Basic Agreement shall be amended to read as follows:

“Section 9.01. Supplemental Agreements Without Consent of Applicable Certificateholders. Without the consent of the Applicable Certificateholders, the Guarantor and the Company may, and the Trustee (subject to Section 9.03) shall, at any time and from time to time, enter into one or more agreements supplemental hereto or, if applicable, to the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility, for any of the following purposes:

(1) to provide for the formation of a Trust, the issuance of a series of certificates and the other matters contemplated by Section 2.01(b); or

(2) to evidence the succession of another corporation to the Company or the Guarantor and the assumption by any such successor of the covenants of the Company or the Guarantor herein contained or contained in the Note Purchase Agreement; or

(3) to add to the covenants of the Guarantor or the Company for the benefit of the Certificateholders of any series, or to surrender any right or power conferred upon the Guarantor or the Company in this Agreement, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility; or
Section 9.02. Supplemental Agreements with Consent of Certificateholders. With respect to each separate Trust and the series of Certificates relating thereto, with the consent of the Certificateholders holding Certificates of any series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in such Trust, by Act of said Certificateholders delivered to the Guarantor, the Company and the Trustee, the Guarantor and the Company may, and the Trustee (subject to Section 9.03) shall, enter into an agreement or agreements supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility to the extent applicable to such Certificateholders or of modifying in any manner the rights and obligations of such Certificateholders under this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility; provided, however, that no such supplemental agreement shall, without the consent of the Certificateholder of each Outstanding Certificate affected thereby:
reduce in any manner the amount of, or delay the timing of, any receipt by the Trustee of payments on the Equipment Notes or other Trust Property held in such Trust or distributions that are required to be made herein on any Certificate of such series, or change any date of payment of any Certificate of such series, or change the place of payment where, or the coin or currency in which, any Certificate of such series is payable, or impair the right to institute suit for the enforcement of any such payment or distribution on or after the Regular Distribution Date or Special Distribution Date applicable thereto; or

(2) permit the disposition of any Equipment Note in the Trust Property of such Trust except as permitted by this Agreement, or otherwise deprive such Certificateholder of the benefit of the ownership of the Equipment Notes in such Trust; or

(3) alter the priority of distributions specified in the Intercreditor Agreement; or

(4) reduce the percentage of the aggregate Fractional Undivided Interests of such Trust which is required for any such supplemental agreement, or reduce such percentage required for any waiver (of compliance with certain provisions of this Agreement or certain defaults hereunder and their consequences) provided for in this Agreement; or

(5) modify any of the provisions of this Section or Section 6.05, except to increase any such percentage or to provide that certain other provisions of this Agreement cannot be modified or waived without the consent of the Certificateholder of each Certificate or such series affected thereby.

It shall not be necessary for any Act of such Certificateholders under this Section to approve the particular form of any proposed supplemental agreement, but it shall be sufficient if such Act shall approve the substance thereof:"

(b) Any supplemental agreement may not adversely affect the status of the Applicable Trust for U.S. federal income tax purposes, as either (i) a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of Subtitle A of the Code or (ii) a partnership.

ARTICLE VI

STATEMENT TO CERTIFICATEHOLDERS
Section 6.01. Statements to Applicable Certificateholders; Federal Income Tax Reporting.

(a) On each Distribution Date, the Trustee will include with each distribution to Applicable Certificateholders of a Scheduled Payment or Special Payment, as the case may be, a statement setting forth the information provided below (in the case of a Special Payment reflecting in part the information provided by the Paying Agent under the Escrow Agreement). Such statement shall set forth (per $1,000 face amount Applicable Certificate as to (i), (ii), (iii), (iv) and (v) below) the following information:

(i) the aggregate amount of funds distributed on such Distribution Date under the Agreement and under the Escrow Agreement, indicating the amount allocable to each source (including any portion thereof paid by the Liquidity Provider);

(ii) the amount of such distribution under the Agreement allocable to principal and the amount allocable to premium, if any;

(iii) the amount of such distribution under the Agreement allocable to interest;

(iv) the amount of such distribution under the Escrow Agreement allocable to interest;

(v) the amount of such distribution under the Escrow Agreement allocable to Deposits; and

(vi) the Pool Balance and the Pool Factor.

With respect to the Applicable Certificates registered in the name of a Clearing Agency, on the Record Date prior to each Distribution Date, the Trustee will request from such Clearing Agency a securities position listing setting forth the names of all Clearing Agency Participants reflected on such Clearing Agency’s books as holding interests in the Applicable Certificates on such Record Date. On each Distribution Date, the Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Applicable Certificates.

(b) Within a reasonable period of time after the end of each calendar year but not later than the latest date permitted by law, the Trustee shall furnish to each Person who at any time during such calendar year was an Applicable Certificateholder of record a statement containing the sum of the amounts determined pursuant to clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of this Section 6.01 for such calendar year or, in the event such Person was an Applicable Certificateholder of record during a portion of such calendar year, for such portion of such year, and such other items as are readily available to the Trustee and which an Applicable Certificateholder shall reasonably request as necessary for the purpose of such Applicable Certificateholder’s preparation of its federal income tax returns. Such statement and such other items shall be prepared on the basis of information supplied to the Trustee by the Clearing Agency Participants and shall be delivered by the Trustee to such Clearing Agency Participants to be available for forwarding by such Clearing Agency Participants to the holders of interests in the Applicable Certificates in the manner described in Section 6.01(a) hereof.

(c) Promptly following (i) the Cut-Off Date, if there has been any change in the information set forth in clauses (x) and (y) below from that set forth in page S-40 of the Prospectus Supplement, and (ii) any early redemption or purchase of, or any default in the payment of principal or interest in respect of, any of the Equipment Notes held in the Applicable Trust, or any Final Withdrawal, the Trustee shall furnish to Applicable Certificateholders of record on such date a statement setting forth (x) the expected Pool Factors for each subsequent Regular Distribution Date following the Cut-Off Date and (y) the expected principal distribution schedule of the Equipment Notes, in the aggregate, held as Trust Property at the date of such notice. With respect to the Applicable Certificates registered in the name of a
Clearing Agency, on the Cut-Off Date, the Trustee will request from such Clearing Agency a securities position listing setting forth the names of all Clearing Agency Participants reflected on such Clearing Agency’s books as holding interests in the Applicable Certificates on such date. The Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Applicable Certificates.

(d) Unless and until required otherwise by applicable authority, the Trustee shall treat the Applicable Trust as a “grantor trust” under Subpart E, Part I, Subchapter J of Chapter 1 of Subtitle A of the Code, and, for purposes of reporting to the Internal Revenue Service and to Certificateholders, as a “non-mortgage widely held fixed investment trust” under Treasury Regulations Section 1.671-5.

(e) This Section 6.01 supersedes and replaces Section 4.03 of the Basic Agreement.

ARTICLE VII

DEFAULT

Section 7.01. Purchase Rights of Certificateholders. By acceptance of its Applicable Certificate, each Applicable Certificateholder agrees that, after the occurrence and during the continuation of a Certificate Buy-Out Event,

(a) so long as no Additional Certificateholder has elected to exercise its right to purchase the Applicable Certificates pursuant to this Section 7.01 (upon such election and notification thereof, the right specified in this Section 7.01(a) shall be suspended and (x) upon consummation of the purchase pursuant to such election, such right shall be terminated with respect to such indentures, or (y) upon failure to consummate such purchase on the proposed purchase date, such right shall be revived) each Class B Certificateholder (other than the Company or any of its Affiliates) shall have the right to purchase all, but not less than all, of the Applicable Certificates upon ten days’ prior irrevocable written notice to the Trustee and each other Class B Certificateholder, on the third Business Day next following the expiry of such ten day notice period, provided that (A) if prior to the end of such ten day period any other Class B Certificateholder (other than the Company or any of its Affiliates) notifies such purchasing Class B Certificateholder that such other Class B Certificateholder wants to participate in such purchase, then such other Class B Certificateholder (other than the Company or any of its Affiliates) may join with the purchasing Class B Certificateholder to purchase all, but not less than all, of the Applicable Certificates pro rata based on the Fractional Undivided Interest in the Class B Trust held by each such Class B Certificateholder and (B) upon consummation of such purchase no Class B Certificateholder shall have a right to purchase the Applicable Certificates pursuant to this Section 7.01(a) during the continuance of such Certificate Buy-Out Event;

(b) so long as no Junior Additional Certificateholder has elected to exercise its right to purchase the Applicable Certificates pursuant to this Section 7.01 (upon such election and notification thereof, the right specified in this Section 7.01(b) shall be suspended and (x) upon consummation of the purchase pursuant to such election, such right shall be terminated with respect to such indentures, or (y) upon failure to consummate such purchase on the proposed purchase date, such right shall be revived) if any Additional Certificates are issued pursuant to one or more Additional Trusts, each Additional Certificateholder (other than the Company or any of its Affiliates), shall have the right (which shall not expire upon any purchase of the Applicable Certificates pursuant to clause (a) above) to purchase all, but not less than all, of the Applicable Certificates, the Class B Certificates and any Additional Certificates ranked senior to the Additional Certificates held by the purchasing Additional Certificateholders upon ten days’ prior irrevocable written notice to the Trustee and each other Class B Certificateholder, and, on the third Business Day next following the expiry of such ten day notice period.
that (A) if prior to the end of such ten day period any other Additional Certificateholder of such Class (other than the Company or any of its Affiliates) notifies the Trustee, the Class B Trustee and any Additional Trustee with respect to Additional Certificates that rank senior to the Additional Certificates held by the purchasing Additional Certificateholders and each other Additional Certificateholder of the same Class, on the third Business Day next following the expiry of such ten day notice period, provided that (A) if prior to the end of such ten day period any other Additional Certificateholder of such Class (other than the Company or any of its Affiliates) notifies such purchasing Additional Certificateholder that such other Additional Certificateholder wants to participate in such purchase, then such other Additional Certificateholder (other than the Company or any of its Affiliates) may join with the purchasing Additional Certificateholder to purchase all, but not less than all, of the Applicable Certificates, the Class B Certificates and such senior Additional Certificates pro rata based on the Fractional Undivided Interest in the applicable Additional Trust held by each such Additional Certificateholder and (B) upon consummation of such purchase no Additional Certificateholder of such Class shall have a right to purchase the Applicable Certificates, the Class B Certificates and such senior Additional Certificates pursuant to this Section 7.01(b) during the continuance of such Certificate Buy-Out Event; and

(c) if any Refinancing Certificates are issued, each Refinancing Certificateholder shall have the same right (subject to the same terms and conditions) to purchase Certificates pursuant to this Section 7.01 (and to receive notice in connection therewith) as the Certificateholders of the Class that such Refinancing Certificates refinanced.

The purchase price with respect to the Applicable Certificates shall be equal to the Pool Balance of the Applicable Certificates, together with accrued and unpaid interest thereon to the date of such purchase, without premium, but including any other amounts then due and payable to the Applicable Certificateholders under this Agreement, the Intercreditor Agreement, the Escrow Agreement or any Note Document or on or in respect of the Applicable Certificates; provided, however, that (i) if such purchase occurs after the record date specified in Section 2.3(b) of the Escrow Agreement relating to the distribution of unused Deposits and accrued and unpaid interest thereunder, such purchase price shall be reduced by the aggregate amount of unused Deposits and interest to be distributed under the Escrow Agreement (which deducted amounts shall remain distributable to, and may be retained by, the Applicable Certificateholder as of such record date) and (ii) if such purchase occurs after a Record Date, such purchase price shall be reduced by the amount to be distributed hereunder on the related Distribution Date (which deducted amounts shall remain distributable to, and may be retained by, the Applicable Certificateholder as of such Record Date); provided further that no such purchase of Applicable Certificates shall be effective unless the purchaser(s) shall certify to the Trustee that contemporaneously with such purchase, such purchaser(s) is purchasing, pursuant to the terms of this Agreement, any Refinancing Trust Agreement, any Additional Trust Agreement and the Other Agreements, all, but not less than all, of the Applicable Certificates, the Class B Certificates, the Refinancing Certificates (if any) and the Additional Certificates (if any) which are senior to the securities held by such purchaser(s). Each payment of the purchase price of the Applicable Certificates referred to in the first sentence of this paragraph shall be made to an account or accounts designated by the Trustee and each such purchase shall be subject to the terms of this Section 7.01. Each Applicable Certificateholder agrees by its acceptance of its Applicable Certificate that it will, subject to Section 3.04 of the Basic Agreement, upon payment from such Class B Certificateholder(s), holder(s) of Refinancing Certificates (if any) or Additional Certificateholder(s), as the case may be, of the purchase price set forth in the first sentence of this paragraph, forthwith sell, assign, transfer and convey to the purchaser(s) thereof (without recourse, representation or warranty of any kind except for its own acts), all of the right, title, interest and obligation of such Applicable Certificateholder in this Agreement, the Escrow Agreement, the Deposit Agreement, the Intercreditor Agreement, the Liquidity Facility, the Note Documents and all Applicable Certificates and Escrow Receipts held by such Applicable Certificateholder (excluding all right, title and interest under any of the foregoing to the extent such right, title or interest is with respect to an obligation not then due and payable as respects any action or inaction or state of affairs occurring prior to such sale) and the purchaser shall assume all of such Applicable Certificateholder’s obligations under this Agreement, the Escrow Agreement, the Deposit Agreement, the Intercreditor Agreement, the Liquidity Facility, the Note Documents and all such Applicable Certificates and Escrow Receipts. The Applicable Certificates will be deemed to be purchased on the date payment of the purchase price is made notwithstanding the failure of the Applicable Certificateholders to deliver any Applicable Certificates and, upon such a purchase, (i) the only rights of the Applicable Certificateholders will be to deliver the Applicable Certificates to the purchaser(s) and receive the purchase price for such Applicable Certificates and (ii) if the purchaser(s) shall so request, such Applicable Certificateholder will comply with all the provisions of Section 3.04 of the Basic Agreement to enable new Applicable Certificates to be issued to the purchaser in such

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denominations as it shall request. All charges and expenses in connection with the issuance of any such new Applicable Certificates shall be borne by the purchaser thereof.

As used in this Section 7.01, the terms “Additional Certificate”, Additional Certificateholder”, “Additional Trust Agreement”, “Class B Certificate”, “Class B Certificateholder”, “Class B Trust”, “Class B Trustee”, “Refinancing Certificates” and “Refinancing Trust Agreement” shall have the respective meanings assigned to such terms in the Intercreditor Agreement.

(d) This Section 7.01 supersedes and replaces Section 6.01(b) of the Basic Agreement.

(e) If a Certificate Buy-Out Event occurs and is continuing, the purchase rights set forth in this Section 7.01 shall be revived notwithstanding any exercise of such rights during the continuance of any preceding Certificate Buy-Out Event.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Basic Agreement Ratified. Except and so far as herein expressly provided, all of the provisions, terms and conditions of the Basic Agreement are in all respects ratified and confirmed; and the Basic Agreement and this Trust Supplement shall be taken, read and construed as one and the same instrument.

Section 8.02. GOVERNING LAW. THIS TRUST SUPPLEMENT AND THE SERIES 2007-1A CERTIFICATES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Section 8.03. Execution in Counterparts. This Trust Supplement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Guarantor, the Company and the Trustee have caused this Trust Supplement to be duly executed by their respective officers thereto duly authorized, as of the day and year first written above.

NORTHWEST AIRLINES, INC.

By: /s/ Daniel B. Matthews
Name: Daniel B. Matthews
Title: Senior Vice President and Treasurer
EXHIBIT A

FORM OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest herein.

Any person acquiring this Certificate by its acceptance hereof or its interest herein, will be deemed to represent and warrant to and for the benefit of each Owner Participant and the Company that either (i) the assets of an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), of a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), of entities which may be deemed to hold such plans’ assets, or of another employee benefit plan not subject to ERISA or Section 4975 of the Code (such as a governmental, church or non-U.S. plan) have not been used to purchase this Certificate or (ii) one or more prohibited transaction statutory or administrative exemptions applies such that the use of such plan assets to purchase and hold this Certificate will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any federal, state or local law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code.

NORTHWEST AIRLINES 2007-1A PASS THROUGH TRUST

Pass Through
Certificate, Series 2007-1A

Issuance Date: October 10, 2007

Final Legal Distribution Date: May 1, 2021
Evidencing A Fractional Undivided Interest In The Northwest Airlines 2007-1A Pass Through Trust, The Property Of Which Includes Certain Equipment Notes Each Secured By An Aircraft Leased To Or Owned By Northwest Airlines, Inc.

Certificate No. $ Fractional undivided interest representing [0.0002954%] of the Trust per $1,000 of Reference Principal Amount

THIS CERTIFIES THAT , for value received, is the registered owner of a Fractional Undivided Interest in the amount of $ (the “Reference Principal Amount”) in the Northwest Airlines 2007-1A Pass Through Trust (the “Trust”) created by U.S. Bank Trust National Association, as trustee (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association, the “Trustee”), pursuant to a Pass Through Trust Agreement, dated as of June 3, 1999 (as amended or supplemented, the “Basic Agreement”), by and among the Trustee, Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), and Northwest Airlines, Inc., a Minnesota corporation (the “Company”), as supplemented by Trust Supplement No. 2007-1A thereto, dated as of October 10, 2007 (collectively, the “Agreement”), by and among the Trustee, the Guarantor and the Company, a summary of certain of the pertinent provisions of which is set forth below. To the extent not otherwise defined herein, the capitalized terms used herein have the meanings assigned to them in the Agreement. This Certificate is one of the duly authorized Certificates designated as “Pass Through Certificates, Series 2007-1A” (herein called the “Certificates”). This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement and the Intercreditor Agreement, to which Agreement the Certificateholder of this Certificate by virtue of the acceptance hereof assents and by which such Certificateholder is bound. The property of the Trust includes certain Equipment Notes and all rights of the Trust to receive payments under the Intercreditor Agreement and the Liquidity Facility (the “Trust Property”). Each issue of the Equipment Notes is secured by a security interest in the Aircraft leased to or owned by the Company.

Each of the Certificates represents a Fractional Undivided Interest in the Trust and the Trust Property and has no rights, benefits or interest in respect of any other separate trust established pursuant to the terms of the Basic Agreement for any other series of certificates issued pursuant thereto.

Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, from funds then available to the Trustee, there will be distributed on each May 1 and November 1 (a “Regular Distribution Date”), commencing May 1, 2008 to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Regular Distribution Date, an amount in respect of the Scheduled Payments on the Equipment Notes due on such Regular Distribution Date, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Scheduled Payments. Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, in the event that Special Payments on the Equipment Notes are received by the Trustee, from funds then available to the Trustee, there shall be distributed on the applicable Special Distribution Date, to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Special Distribution Date, an amount in respect of such Special Payments on the Equipment Notes, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Special Payments so received. If a Regular Distribution Date or Special Distribution Date is not a Business Day, distribution shall be made on the immediately following Business Day with the same force and effect as if made on such Regular Distribution Date or Special Distribution Date and no interest shall accrue during the intervening period. The Trustee shall mail notice of each Special Payment and the Special Distribution Date therefor to the Certificateholder of this Certificate.

Distributions on this Certificate will be made by the Trustee by check mailed to the Person entitled thereto, without the presentation or surrender of this Certificate or the making of any notation hereon, except that with respect to Certificates registered on the Record Date in the name of a Clearing Agency (or its nominee), such distribution shall be made by wire transfer.
Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Certificate will be made after notice mailed by the Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency of the Trustee specified in such notice.

The Certificates do not represent an obligation of, or an obligation guaranteed by, or an interest in, the Guarantor, the Company or the Trustee or any affiliate thereof. The Certificates are limited in right or payment, all as more specifically set forth herein and in the Agreement. All payments or distributions made to Certificateholders under the Agreement shall be made only from the Trust Property and only to the extent that the Trustee shall have sufficient income or proceeds from the Trust Property to make such payments in accordance with the terms of the Agreement. Each Certificateholder of this Certificate, by its acceptance hereof, agrees that it will look solely to the income and proceeds from the Trust Property to the extent available for distribution to such Certificateholder as provided in the Agreement. This Certificate does not purport to summarize the Agreement and reference is made to the Agreement for information with respect to the interests, rights, benefits, obligations, proceeds, and duties evidenced hereby. A copy of the Agreement may be examined during normal business hours at the principal office of the Trustee, and at such other places, if any, designated by the Trustee, by any Certificateholder upon request.

The Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Guarantor or the Company and the rights of the Certificateholders under the Agreement at any time by the Guarantor, the Company and the Trustee with the consent of the Certificateholders holding Certificates evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the Trust. Any such consent by the Certificateholder of this Certificate shall be conclusive and binding on such Certificateholder and upon all future Certificateholders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Agreement also permits the amendment thereof, in certain limited circumstances, without the consent of the Certificateholders of any of the Certificates.

As provided in the Agreement and subject to certain limitations set forth, the transfer of this Certificate is registrable in the Register upon surrender of this Certificate for registration of transfer at the offices or agencies maintained by the Trustee in its capacity as Registrar, or by any successor Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by the Certificateholder hereof or such Certificateholder’s attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in minimum denominations of $1,000 Fractional Undivided Interests and integral multiples thereof. As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust, as requested by the Certificateholder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Trustee shall require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

Each Certificateholder or beneficial owner of a Certificate, by its acceptance of this Certificate or a beneficial interest herein, agrees to treat the Trust as a grantor trust for all U.S. federal, state and local income tax purposes.

The Trustee, the Registrar, and any agent of the Trustee or the Registrar may treat the person in whose name this Certificate is registered as the owner hereof for all purposes, and neither the Trustee, the Registrar, nor any such agent shall be affected by any notice to the contrary.

The obligations and responsibilities created by the Agreement and the Trust created thereby shall terminate upon the distribution to Certificateholders of all amounts required to be distributed to them pursuant to the Agreement and the disposition of all property held as part of the Trust Property.
THE AGREEMENT AND THIS CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Unless the certificate of authentication hereon has been executed by the Trustee, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed.

NORTHWEST AIRLINES 2007-1A
PASS THROUGH TRUST

By: U.S. BANK TRUST NATIONAL ASSOCIATION, as Trustee

By: __________________________
Name: __________________________
Title: __________________________

FORM OF THE TRUSTEE’ S CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within-mentioned Agreement.

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Trustee

By: __________________________
Name: __________________________
Title: __________________________

EXHIBIT B

DTC Letter of Representations

EXHIBIT C

REGULAR DISTRIBUTION DATES
AND
SCHEDULED PAYMENTS

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This Trust Supplement No. 2007-1B, dated as of October 10, 2007 (herein called the “Trust Supplement”), by and among Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), Northwest Airlines, Inc., a Minnesota corporation (the “Company”), and U.S. Bank Trust National Association (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association, the “Trustee”), to the Pass Through Trust Agreement, dated as of June 3, 1999, by and among the Guarantor, the Company and the Trustee (the “Basic Agreement”).

WITNESSETH:

WHEREAS, the Basic Agreement, unlimited as to the aggregate principal amount of Certificates which may be issued thereunder, has heretofore been executed and delivered;

WHEREAS, unless otherwise specified herein, capitalized terms used herein without definition having the respective meanings specified heretofore in the Basic Agreement;

WHEREAS, the Company intends to finance the acquisition of 27 new Embraer ERJ 170-200LR aircraft scheduled for delivery from January 2008 through December 2008 (the “Aircraft”) through separate secured loan transactions, under which the Company will own such Aircraft;

WHEREAS, the Company will issue Equipment Notes to finance a portion of the purchase price of such Aircraft;

WHEREAS, pursuant to the terms and conditions of the Basic Agreement as supplemented by this Trust Supplement (the “Agreement”), the Trustee shall purchase such Equipment Notes issued by each Trustee or the Company, as the case may be, having the same interest rate as, and final maturity dates not later than the final Regular Distribution Date of, the Applicable Certificates issued hereunder and shall hold such Equipment Notes in trust for the benefit of the Applicable Certificateholders;

WHEREAS, the Trustee hereby declares the creation of this Trust (the “2007-1B Trust” or the “Applicable Trust”) for the benefit of the Applicable Certificateholders, and the initial Applicable Certificateholders as the grantors of the 2007-1B Trust, by their respective acceptances of the Applicable Certificates, join in the creation of this 2007-1B Trust with the Trustee;

WHEREAS, all of the conditions and requirements necessary to make this Trust Supplement, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery of this Trust Supplement in the form and with the terms hereof have been in all respects duly authorized; and

WHEREAS, this Trust Supplement is subject to the provisions of the Trust Indenture Act of 1939, as amended, and shall, to the extent applicable, be governed by such provisions.

NOW THEREFORE, in consideration of the premises herein, it is agreed by and among the Guarantor, the Company and the Trustee as follows:

ARTICLE I

THE CERTIFICATES
Section 1.01. The Certificates. There is hereby created a series of Certificates to be issued under the Agreement to be distinguished and known as “Pass Through Certificates, Series 2007-1B” (hereinafter defined as the “Series 2007-1B Certificates” or the “Applicable Certificates”). Each Series 2007-1B Certificate represents a Fractional Undivided Interest in the 2007-1B Trust created hereby.

The terms and conditions applicable to the Series 2007-1B Certificates are as follows:

(a) The aggregate principal amount of the Series 2007-1B Certificates that shall be authenticated under the Agreement (except for Series 2007-1B Certificates authenticated and delivered pursuant to Sections 3.03, 3.04 and 3.05 of the Basic Agreement) upon their initial issuance is $115,845,000.

(b) The Cut-Off Date is the earlier of (a) April 1, 2009 and (b) the date on which a Triggering Event occurs.

(c) The Regular Distribution Dates with respect to any payment of Scheduled Payments means each May 1 and November 1 commencing on May 1, 2008, until payment of all of the Scheduled Payments to be made under the Equipment Notes has been made.

(d) The Special Distribution Dates are as follows: (i) when used with respect to the redemption or purchase of any Equipment Notes, the day (which shall be a Business Day) on which such redemption or purchase is scheduled to occur pursuant to the terms of the applicable Indenture and the Intercreditor Agreement and (ii) when used with respect to a Special Payment other than as described in clause (i) above, 15 days after the last date on which the Trustee must give notice pursuant to Section 4.02(c) of the Basic Agreement (or the next Business Day after such 15th day if such date is not a Business Day).

(e) (i) The Series 2007-1B Certificates shall be in the form attached hereto as Exhibit A. Each purchaser of Series 2007-1B Certificates, by its acceptance of such Certificate or its interest therein, will be deemed to represent and warrant to and for the benefit of the Company that either (x) the assets of an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), of a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), of entities which may be deemed to hold such plans’ assets, or of another employee benefit plan not subject to ERISA or Section 4975 of the Code (such as a governmental, church or non-U.S. plan) have not been used to purchase Series 2007-1B Certificates or (y) one or more prohibited transaction statutory or administrative exemptions applies such that the use of such plan assets to purchase and hold such Certificate will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any federal, state or local law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code.

(ii) The Series 2007-1B Certificates shall be Book-Entry Certificates and shall be subject to the conditions set forth in the Letter of Representations among the Guarantor, the Company and the Clearing Agency (the “Clearing Agency”) attached hereto as Exhibit B.

(f) Scheduled Payments of principal shall be as set forth in Exhibit C hereto.

(g) The proceeds of the Series 2007-1B Certificates shall be deposited in the Deposit Accounts and will be used in accordance with the Escrow Agreement and the Deposit Agreement.

(h) When each Aircraft is delivered, the Company will issue on a recourse basis the Equipment Notes, the proceeds of which shall be used, among other things, to finance a portion of the purchase price to the Company of the following Aircraft:
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<th>Expected Registration Number</th>
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<th>Engine Type</th>
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<td>CF34-8E5</td>
</tr>
</tbody>
</table>
At the Escrow Agent’s request under the Escrow Agreement, the Trustee shall affix the corresponding Escrow Receipt to each Series 2007-1B Certificate. In any event, any transfer or exchange of any Series 2007-1B Certificate shall also effect a transfer or exchange of the related Escrow Receipt. Prior to the Final Withdrawal Date, no transfer or exchange of any Series 2007-1B Certificate shall be permitted unless the corresponding Escrow Receipt is attached thereto and also is so transferred or exchanged. By acceptance of any Series 2007-1B Certificate to which an Escrow Receipt is attached, each Applicable Certificateholder acknowledges and accepts the restrictions on transfer of the Escrow Receipt set forth herein and in the Escrow Agreement.

Section 1.02. **Intercreditor Agreement.** The Series 2007-1B Certificates are subject to the Intercreditor Agreement, the Deposit Agreement and the Escrow Agreement.

Section 1.03. **Ranking of Series 2007-1B Certificates.** The Series 2007-1B Certificates will be subject to the ranking and priority as set forth in the Intercreditor Agreement.

Section 1.04. **Liquidity Facility.** Payments of interest on the Series 2007-1B Certificates will be supported by a Liquidity Facility to be provided by the Liquidity Provider for the benefit of the Applicable Certificateholders.

**ARTICLE II**

**PREDELIVERY FUNDING AND STATEMENT OF INTENT**

Section 2.01. **Predelivery Funding.** On the date hereof, the proceeds from the issuance of the Applicable Certificates will be deposited in the Deposit Accounts on behalf of the Escrow Agent. Pursuant to the terms of the Deposit Agreement and the Note Purchase Agreement, a portion of the proceeds from the issuance of the Applicable Certificates will be withdrawn from the Deposit Account on any date on which the Company issues Equipment Notes with respect to an Aircraft.
Section 2.02. **Statement of Intent.** The parties hereto intend that the Applicable Trust be classified for U.S. federal income tax purposes as a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of Subtitle A of the Code and not as a trust or association taxable as a corporation or a partnership. Each of the parties hereto and each Applicable Certificateholder, or beneficial owner of an Applicable Certificate, by its acceptance of its Applicable Certificate or a beneficial interest therein, agrees to treat for all U.S. federal, state and local income tax purposes (i) the Applicable Trust as a grantor trust and (ii) Equipment Notes issued by the Company as indebtedness of the Company.

Section 2.03. **Activities of Trust.** (a) Other than in connection with the transactions contemplated by this Agreement or the Note Documents, the Trustee, on behalf of the Applicable Trust, shall not (i) borrow money or issue debt or (ii) merge with another entity, reorganize, liquidate or sell its assets.

(b) The activities of the Trustee engaged in, on behalf of the Applicable Trust, shall be limited to those activities authorized by this Agreement or the Note Documents.

**ARTICLE III**

**DEFINITIONS**

Section 3.01. **Definitions.** (a) For all purposes of the Basic Agreement as supplemented by this Trust Supplement, the following capitalized terms have the following meanings:

- **Aircraft:** Has the meaning specified in the recitals hereto.
- **Additional Certificate:** Has the meaning specified in the Intercreditor Agreement.
- **Additional Trust:** Has the meaning specified in the Intercreditor Agreement.
- **Applicable Certificateholder:** Means the holder of an Applicable Certificate.
- **Applicable Certificates:** Has the meaning specified in Section 1.01.
- **Clearing Agency:** Has the meaning specified in Section 1.01(e).
- **Clearing Agency Participant:** Means any of the participants in the Clearing Agency.
- **Closing Notice:** Has the meaning specified in the Note Purchase Agreement.
- **Cut-Off Date:** Has the meaning specified in Section 1.01(b).
- **Deposit Account:** Means an account established under Section 1.2 of the Deposit Agreement.
- **Deposit Agreement:** Means the Deposit Agreement dated as of October 10, 2007 relating to the Applicable Certificates between the Depositary and the Escrow Agent, as
the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**Depositary:** Means Credit Suisse, acting through its New York branch and any replacement or successor therefor.

**Deposits:** Has the meaning specified in the Note Purchase Agreement.

**Distribution Date:** Means any Regular Distribution Date or Special Distribution Date.

**Escrow Agent:** Means initially, Citibank, N.A., and any replacement or successor therefor appointed in accordance with the Escrow Agreement.

**Escrow Agreement:** Means the Escrow and Paying Agent Agreement dated as of October 10, 2007 relating to the Applicable Certificates, among the Escrow Agent, the Paying Agent, the Trustee and the Underwriters, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**Escrow Receipt:** Means the receipt substantially in the form annexed to the Escrow Agreement representing a fractional undivided interest in the funds held in the Paying Agent Account (as defined in the Escrow Agreement).

**Final Withdrawal:** With respect to the Escrow Agreement, has the meaning set forth in Section 1.2 thereof.

**Final Withdrawal Date:** Means the date on which the Final Withdrawal occurs.

**Intercreditor Agreement:** Means the Intercreditor Agreement, dated as of the date hereof, by and among the Trustee, the Other Trustee, the Liquidity Providers named therein and U.S. Bank National Association, as Subordination Agent.

**Junior Additional Certificateholder:** Has the meaning specified in the Intercreditor Agreement.

**Liquidity Facility:** Has the meaning specified in the Note Purchase Agreement.

**Note Documents:** With respect to any Equipment Note, means the Note Purchase Agreement, the related Indenture and the related Participation Agreement.

**Note Purchase Agreement:** Means the Note Purchase Agreement, dated as of the date hereof, among the Company, the Trustee, the Other Trustee, U.S. Bank National Association, as Subordination Agent, the Escrow Agent and the Paying Agent.

**Notice of Purchase Withdrawal:** Has the meaning specified in the Note Purchase Agreement.

**Other Agreement:** Means the Basic Agreement as supplemented by (i) Trust Supplement No. 2007-1A (the “2007-1A Trust Supplement”) dated the date hereof relating to Northwest Airlines 2007-1A Pass Through Trust or (ii) a trust supplement relating to any Additional Trust or any Refinancing Trust.

**Other Trustee:** Means the trustee under any of the Other Agreements, and any successor or other trustee appointed as provided therein.

**Participation Agreement:** Has the meaning specified in the Note Purchase Agreement.

**Paying Agent:** Means U.S. Bank National Association.

**Pool Balance:** Means, as of any date, (i) the original aggregate face amount of the Applicable Certificates less (ii) the aggregate amount of all payments made in respect of such Applicable Certificates or in respect of Deposits relating to the Applicable
Trust other than payments made in respect of interest or premium thereon or reimbursement of any costs or expenses incurred in connection therewith. The Pool Balance as of any Distribution Date will be computed after giving effect to any special distribution with respect to unused Deposits, payment of principal of the Equipment Notes or payment with respect to other Trust Property and the distribution thereof to be made on that date.

**Prospectus Supplement:** Means the Prospectus Supplement dated October 2, 2007, relating to the offering of the Class A Certificates and the Class B Certificates (each as defined in the Intercreditor Agreement).

**Pool Factor:** Means, as of any Distribution Date, the quotient (rounded to the seventh decimal place) computed by dividing (i) the Pool Balance by (ii) the original aggregate face amount of the Applicable Certificates. The Pool Factor as of any Distribution Date shall be computed after giving effect to any special distribution with respect to unused Deposits, payment of principal of the Equipment Notes or other Trust Property and the distribution thereof to be made on that date.

**Receiptholder:** Has the meaning specified in the Escrow Agreement.

**Record Date:** Means the fifteenth day preceding any Distribution Date on which the Applicable Certificateholders are determined for purposes of the distribution which will occur on such Distribution Date.

**Refinancing Certificateholders:** Has the meaning specified in the Intercreditor Agreement.

**Refinancing Trust:** Has the meaning specified in the Intercreditor Agreement.

**Scheduled Closing Date:** Has the meaning specified in the Note Purchase Agreement.

**Scheduled Payment:** Has the meaning specified in the Intercreditor Agreement.

**Special Payment:** Means any payment (other than a Scheduled Payment) in respect of, or any proceeds of, any Equipment Note or Trust Indenture Estate (as defined in each Indenture).

**Trust Property:** Means (i) the Equipment Notes held as the property of the Applicable Trust and, subject to the Intercreditor Agreement, all monies at any time paid thereon and all monies due and to become due thereunder, (ii) the rights of the Applicable Trust under the Escrow Agreement to request the Escrow Agent to withdraw from the Deposit Accounts funds sufficient to enable the Applicable Trust to purchase Equipment Notes on the delivery of an Aircraft, (iii) funds from time to time deposited in the Certificate Account and the Special Payments Account, and (iv) all rights of the Applicable Trust and the Trustee, on behalf of the Applicable Trust, under the Intercreditor Agreement, the Note Purchase Agreement and the Liquidity Facility, including, without limitation, the rights of the Applicable Trust to acquire Equipment Notes under the Note Purchase Agreement, all rights to receive certain payments under such documents, and all monies paid to the Trustee on behalf of the Applicable Trust pursuant to the Intercreditor Agreement or the Liquidity Facility.

**Trusts:** Means, collectively, the Northwest Airlines 2007-1 Pass Through Trusts to be formed pursuant to the Basic Agreement, as supplemented by this Trust Supplement and the Other Agreement.

**Underwriters:** Means the several Underwriters named in and who are parties to the Underwriting Agreement.

**Underwriting Agreement:** Means the Underwriting Agreement dated October 2, 2007 by and among the Company, the Guarantor, Morgan Stanley & Co. Incorporated Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Calyon Securities (USA) Inc., Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC.
Section 3.02. Other. (a) For purposes of the Applicable Trust, “PTC Event of Default,” as used in the Basic Agreement, shall have the meaning set forth in the Intercreditor Agreement.

(b) With respect to the Applicable Trust, the definition of the term “Specified Investments” in the Basic Agreement is amended by adding the following sentence at the end of such definition:

“U.S. Bank Trust National Association, in acting as Pass Through Trustee is hereby authorized, in making or disposing of any investment described herein, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Pass Through Trustee or for any third person or dealing as principal for its own account.”

ARTICLE IV

THE TRUSTEE

Section 4.01. Delivery of Documents; Delivery Dates. (a) The Trustee is hereby directed (i) to execute and deliver the Intercreditor Agreement, the Escrow Agreement and the Note Purchase Agreement, each in the form delivered to the Trustee by the Company and (ii) subject to the respective terms thereof, to perform its obligations thereunder. Upon request of the Company and the satisfaction or waiver of the closing conditions specified in the Underwriting Agreement, the Trustee shall execute, deliver, authenticate, issue and sell Applicable Certificates in authorized denominations equaling in the aggregate the amount set forth, with respect to the Applicable Trust, in Schedule I to the Underwriting Agreement evidencing the entire ownership interest in the Applicable Trust, which amount equals the maximum aggregate principal amount of Equipment Notes which may be purchased by the Trustee pursuant to the Note Purchase Agreement. Except as provided in Sections 3.03, 3.04, 3.05 and 3.09 of the Basic Agreement, the Trustee shall not execute, authenticate or deliver Applicable Certificates in excess of the aggregate amount specified in this paragraph.

(b) On or after the Issuance Date the Company may deliver from time to time to the Trustee a Closing Notice relating to one or more Equipment Notes. After receipt of a Closing Notice and in any case no later than two Business Days prior to a Scheduled Closing Date as to which such Closing Notice relates (the “Applicable Delivery Date”), the Trustee shall (as and when specified in the Closing Notice) instruct the Escrow Agent to provide a Notice of Purchase Withdrawal to the Depositary requesting (i) the withdrawal of all principal amounts from one or more Deposit Accounts on the Applicable Delivery Date in accordance with and to the extent permitted by the terms of the Escrow Agreement and the Deposit Agreement and (ii) the payment of all, or a portion, of the amount withdrawn from such Deposit Account or Accounts in an amount equal in the aggregate to the purchase price of such Equipment Notes to or on behalf of the Company, all as shall be described in the Closing Notice. The Trustee shall (as and when specified in such Closing Notice), subject to the conditions set forth in Section 3 of the Note Purchase Agreement, enter into and perform its obligations under the Participation Agreement specified in such Closing Notice (the “Applicable Participation Agreement”) and cause such certificates, documents and legal opinions relating to the Trustee to be duly delivered as required by the Applicable Participation Agreement. If at any time prior to the Applicable Delivery Date, the Trustee receives a notice of postponement pursuant to Section 2(e) or 2(f) of the Note Purchase Agreement, then the Trustee shall give the Depositary (with a copy to the Escrow Agent) a notice of cancellation of such Notice of Purchase Withdrawal relating to
such Deposit Account or Accounts on such Applicable Delivery Date. Upon satisfaction of the conditions specified in the Note Purchase Agreement and the Applicable Participation Agreement, the Trustee shall purchase the applicable Equipment Notes with the proceeds of the withdrawals from one or more Deposit Accounts made on the Applicable Delivery Date in accordance with the terms of the Deposit Agreement and the Escrow Agreement. The purchase price of such Equipment Notes shall equal the principal amount of such Equipment Notes. Amounts withdrawn from such Deposit Account or Accounts in excess of the purchase price of the Equipment Notes or to the extent not applied on the Applicable Delivery Date to the purchase price of the Equipment Notes, shall be re-deposited by the Trustee with the Depositary on the Applicable Delivery Date in accordance with the terms of the Deposit Agreement.

Section 4.02. **Withdrawal of Deposits.** If any Deposits remain outstanding on the Business Day next succeeding the Cut-Off Date, the Trustee shall give the Escrow Agent notice that the Trustee’s obligation to purchase Equipment Notes under the Note Purchase Agreement has terminated and instruct the Escrow Agent to provide a notice of Final Withdrawal to the Depositary substantially in the form of Exhibit B to the Deposit Agreement (the “Final Withdrawal Notice”).

Section 4.03. **The Trustee.** (a) Subject to Section 4.04 of this Trust Supplement and Section 7.14 of the Basic Agreement, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Trust Supplement, the Deposit Agreement or the Escrow Agreement or the due execution hereof or thereof by the Company or the other parties thereto (other than the Trustee), or for or in respect of the recitals and statements contained herein or therein, all of which recitals and statements are made solely by the Company.

(b) Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed by the Trustee by reason of this Trust Supplement other than as set forth in the Basic Agreement, and this Trust Supplement is executed and accepted on behalf of the Trustee, subject to all the terms and conditions set forth in the Basic Agreement, upon the effectiveness thereof, as fully to all intents as if the same were herein set forth at length.

Section 4.04. **Representations and Warranties of the Trustee.** The Trustee hereby represents and warrants that:
(a) the Trustee has full power, authority and legal right to execute, deliver and perform this Trust Supplement, the Intercreditor Agreement, the Escrow Agreement and the Note Documents to which it is a party (collectively, the “Trustee Agreements”) and has taken all necessary action to authorize the execution, delivery and performance by it of the Trustee Agreements;

(b) the execution, delivery and performance by the Trustee of the Trustee Agreements (i) will not violate any provision of any United States federal law or the law of the state of the United States where it is located governing the banking and trust powers of the Trustee or any order, writ, judgment, or decree of any court, arbitrator or governmental authority applicable to the Trustee or any of its assets, (ii) will not violate any provision of the articles of association or by-laws of the Trustee, and (iii) will not violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any lien on any properties included in the Trust Property pursuant to the provisions of any mortgage, indenture, contract, agreement or other undertaking to which it is a party, which violation, default or lien could reasonably be expected to have an adverse effect on the Trustee’s performance or ability to perform its duties hereunder or thereunder or on the transactions contemplated herein or therein;

(c) the execution, delivery and performance by the Trustee of the Trustee Agreements will not require the authorization, consent, or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, any governmental authority or agency of the United States or the state of the United States where it is located regulating the banking and corporate trust activities of the Trustee; and

(d) each Trustee Agreement has been, or will be, as applicable, duly executed and delivered by the Trustee and constitute, or will constitute, as applicable, the legal, valid and binding agreement of the Trustee, enforceable against it in accordance with its terms; provided, however, that enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity.

Section 4.05. Trustee Liens. The Trustee in its individual capacity agrees, in addition to the agreements contained in Section 7.16 of the Basic Agreement, that it will, at its own cost and expense, promptly take any action as may be necessary to duly discharge and satisfy in full any Trustee’s liens on or with respect to the Trust Property which is attributable to the Trustee in its individual capacity and which is unrelated to the transactions contemplated by the Intercreditor Agreement or the Note Purchase Agreement.

ARTICLE V
SUPPLEMENTAL AGREEMENT

Section 5.01. Supplemental Agreements. (a) For purposes of this Trust, Section 9.01 and 9.02 of the Basic Agreement shall be amended to read as follows:

“Section 9.01. Supplemental Agreements Without Consent of Applicable Certificateholders. Without the consent of the Applicable Certificateholders, the Guarantor and the Company may, and the Trustee (subject to Section 9.03) shall, at any time and from time to time, enter into one or more agreements supplemental hereto or, if applicable, to the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility, for any of the following purposes:
to provide for the formation of a Trust, the issuance of a series of certificates and the other matters contemplated by Section 2.01(b); or

(2) to evidence the succession of another corporation to the Company or the Guarantor and the assumption by any such successor of the covenants of the Company or the Guarantor herein contained or contained in the Note Purchase Agreement; or

(3) to add to the covenants of the Guarantor or the Company for the benefit of the Certificateholders of any series, or to surrender any right or power conferred upon the Guarantor or the Company in this Agreement, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility; or

(4) except where Certificateholder consent is required by Sections 9.02(1) - 9.02(6) and as described below, to correct or supplement any provision in this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility which may be defective or inconsistent with any other provision herein or in any Trust Supplement or to make any other provisions with respect to matters or questions arising under this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility provided that any such action shall not adversely affect the interests of the Certificateholders of any series; or to cure any ambiguity or correct any mistake in this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility; or

(5) to comply with any requirement of the SEC, any applicable law, rules or regulations of any exchange or quotation system on which the Applicable Certificates are listed, or any regulatory body; or

(6) to modify, eliminate or add to the provisions of this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility to such extent as shall be necessary to continue the qualification of this Agreement (including any supplemental agreement) under the Trust Indenture Act, or under any similar Federal statute hereafter enacted, and to add to this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility such other provisions as may be expressly permitted by the Trust Indenture Act, excluding, however, the provisions referred to in Section 316(a)(2) of the Trust Indenture Act as in effect at the date as of which this instrument was executed or any corresponding provision in any similar Federal statute hereafter enacted; or

(7) to evidence and provide for the acceptance of appointment under this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility by a successor Trustee with respect to one or more Trusts and to add to or change any of the provisions of this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility as shall be necessary to provide for or facilitate the administration of the Trusts hereunder and thereunder by more than one Trustee, pursuant to the requirements of Section 7.09; or

(8) to make any other amendments or modifications hereto, provided such amendments or modifications shall only apply to Certificates of one or more series to be thereafter issued.”

“Section 9.02. Supplemental Agreements with Consent of Certificateholders. With respect to each separate Trust and the series of Certificates relating thereto, with the consent of the Certificateholders holding Certificates of any series evidencing Fractional Undivided Interests aggregating not less than a majority in interest in such Trust, by Act of said Certificateholders
delivered to the Guarantor, the Company and the Trustee, the Guarantor and the Company may, and the Trustee (subject to Section 9.03) shall, enter

into an agreement or agreements supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility to the extent applicable to such Certificateholders or of modifying in any manner the rights and obligations of such Certificateholders under this Agreement, the Deposit Agreements, the Escrow Agreements, the Intercreditor Agreement, the Note Purchase Agreement or any Liquidity Facility; provided, however, that no such supplemental agreement shall, without the consent of the Certificateholder of each Outstanding Certificate affected thereby:

(1) reduce in any manner the amount of, or delay the timing of, any receipt by the Trustee of payments on the Equipment Notes or other Trust Property held in such Trust or distributions that are required to be made herein on any Certificate of such series, or change any date of payment of any Certificate of such series, or change the place of payment where, or the coin or currency in which, any Certificate of such series is payable, or impair the right to institute suit for the enforcement of any such payment or distribution on or after the Regular Distribution Date or Special Distribution Date applicable thereto; or

(2) permit the disposition of any Equipment Note in the Trust Property of such Trust except as permitted by this Agreement, or otherwise deprive such Certificateholder of the benefit of the ownership of the Equipment Notes in such Trust; or

(3) alter the priority of distributions specified in the Intercreditor Agreement; or

(4) reduce the percentage of the aggregate Fractional Undivided Interests of such Trust which is required for any such supplemental agreement, or reduce such percentage required for any waiver (of compliance with certain provisions of this Agreement or certain defaults hereunder and their consequences) provided for in this Agreement; or

(5) modify any of the provisions of this Section or Section 6.05, except to increase any such percentage or to provide that certain other provisions of this Agreement cannot be modified or waived without the consent of the Certificateholder of each Certificate or such series affected thereby.

It shall not be necessary for any Act of such Certificateholders under this Section to approve the particular form of any proposed supplemental agreement, but it shall be sufficient if such Act shall approve the substance thereof.”

(b) Any supplemental agreement may not adversely affect the status of the Applicable Trust for U.S. federal income tax purposes, as either (i) a grantor trust under Subpart E, Part I of Subchapter J of Chapter 1 of Subtitle A of the Code or (ii) a partnership.

ARTICLE VI

STATEMENT TO CERTIFICATEHOLDERS
Section 6.01. Statements to Applicable Certificateholders; Federal Income Tax Reporting. (a) On each Distribution Date, the Trustee will include with each distribution to Applicable Certificateholders of a Scheduled Payment or Special Payment, as the case may be, a statement setting forth the information provided below (in the case of a Special Payment reflecting in part the information provided by the Paying Agent under the Escrow Agreement). Such statement shall set forth (per $1,000 face amount Applicable Certificate as to (i), (ii), (iii), (iv) and (v) below) the following information:

(i) the aggregate amount of funds distributed on such Distribution Date under the Agreement and under the Escrow Agreement, indicating the amount allocable to each source (including any portion thereof paid by the Liquidity Provider);

(ii) the amount of such distribution under the Agreement allocable to principal and the amount allocable to premium, if any;

(iii) the amount of such distribution under the Agreement allocable to interest;

(iv) the amount of such distribution under the Escrow Agreement allocable to interest;

(v) the amount of such distribution under the Escrow Agreement allocable to Deposits; and

(vi) the Pool Balance and the Pool Factor.

With respect to the Applicable Certificates registered in the name of a Clearing Agency, on the Record Date prior to each Distribution Date, the Trustee will request from such Clearing Agency a securities position listing setting forth the names of all Clearing Agency Participants reflected on such Clearing Agency’s books as holding interests in the Applicable Certificates on such Record Date. On each Distribution Date, the Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Applicable Certificates.

(b) Within a reasonable period of time after the end of each calendar year but not later than the latest date permitted by law, the Trustee shall furnish to each Person who at any time during such calendar year was an Applicable Certificateholder of record a statement containing the sum of the amounts determined pursuant to clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of this Section 6.01 for such calendar year or, in the event such Person was an Applicable Certificateholder of record during a portion of such calendar year, for such portion of such year, and such other items as are readily available to the Trustee and which an Applicable Certificateholder shall reasonably request as necessary for the purpose of such Applicable Certificateholder’s preparation of its federal income tax returns. Such statement and such other items shall be prepared on the basis of information supplied to the Trustee by the Clearing Agency Participants and shall be delivered by the Trustee to such Clearing Agency Participants to be available for forwarding by such Clearing Agency Participants to the holders of interests in the Applicable Certificates in the manner described in Section 6.01(a) hereof.

(c) Promptly following (i) the Cut-Off Date, if there has been any change in the information set forth in clauses (x) and (y) below from that set forth in page S-40 of the Prospectus Supplement, and (ii) any early redemption or purchase of, or any default in the payment of principal or interest in respect of, any of the Equipment Notes held in the Applicable Trust, or any Final Withdrawal, the Trustee shall furnish to Applicable Certificateholders of record on such date a statement setting forth (x) the expected Pool Factors for each subsequent Regular Distribution Date following the Cut-Off Date and (y) the expected principal distribution schedule of the Equipment Notes, in the aggregate, held as Trust Property at the date of such notice. With respect to the Applicable Certificates registered in the name of a Clearing Agency, on the Cut-Off Date, the Trustee will request from such Clearing Agency a securities position listing setting forth the names of all Clearing Agency Participants reflected on such Clearing Agency’s books as holding interests in the Applicable Certificates on such
The Trustee will mail to each such Clearing Agency Participant the statement described above and will make available additional copies as requested by such Clearing Agency Participant for forwarding to holders of interests in the Applicable Certificates.

(d) Unless and until required otherwise by applicable authority, the Trustee shall treat the Applicable Trust as a “grantor trust” under Subpart E, Part I, Subchapter J of Chapter 1 of Subtitle A of the Code, and, for purposes of reporting to the Internal Revenue Service and to Certificateholders, as a “non-mortgage widely held fixed investment trust” under Treasury Regulations Section 1.671-5.

(e) This Section 6.01 supersedes and replaces Section 4.03 of the Basic Agreement.

ARTICLE VII

DEFAULT

Section 7.01. Purchase Rights of Certificateholders.

(a) At any time after the occurrence and during the continuation of a Certificate Buy-Out Event, so long as no Additional Certificateholder has elected to exercise its right to purchase the Applicable Certificates pursuant to this Section 7.01 (upon such election and notification thereof, the right specified in this Section 7.01(a) shall be suspended and (x) upon consummation of the purchase pursuant to such election, such right shall be terminated with respect to such indentures, or (y) upon failure to consummate such purchase on the proposed purchase date, such right shall be revived) each Applicable Certificateholder (other than the Company or any of its Affiliates) shall have the right to purchase all, but not less than all, of the Class A Certificates upon ten days’ prior irrevocable written notice to the Trustee, the Class A Trustee and each other Applicable Certificateholder, on the third Business Day next following the expiry of such ten day notice period, provided that (A) if prior to the end of such ten day period any other Applicable Certificateholder (other than the Company or any of its Affiliates) notifies such purchasing Applicable Certificateholder that such other Applicable Certificateholder wants to participate in such purchase, then such other Applicable Certificateholder (other than the Company or any of its Affiliates) may join with the purchasing Applicable Certificateholder to purchase all, but not less than all, of the Class A Certificates pro rata based on the Fractional Undivided Interest in the Applicable Trust held by each such Applicable Certificateholder and (B) upon consummation of such purchase no Applicable Certificateholder shall have a right to purchase the Class A Certificates pursuant to this Section 7.01(a) during the continuance of such Certificate Buy-Out Event;

(b) By acceptance of its Applicable Certificate, each Applicable Certificateholder agrees that, after the occurrence and during the continuation of a Certificate Buy-Out Event, so long as no Junior Additional Certificateholder has elected to exercise its right to purchase the Applicable Certificates pursuant to this Section 7.01 (upon such election and notification thereof, the right specified in this Section 7.01(b) shall be suspended and (x) upon consummation of the purchase pursuant to such election, such right shall be terminated with respect to such indentures, or (y) upon failure to consummate such purchase on the proposed purchase date, such right shall be revived) if any Additional Certificates are issued pursuant to one or more Additional Trusts, each Additional Certificateholder (other than the Company or any of its Affiliates) shall have the right (which shall not expire upon any purchase of the Applicable Certificates pursuant to clause (a) above) to purchase all, but not less than all, of the Class A Certificates, the Applicable Certificates and any Additional Certificates ranked senior to the Additional Certificates held by the purchasing Additional Certificateholders upon ten days’ prior irrevocable written notice to the Trustee, the Class A Trustee and any Additional Trustee with...
respect to Additional Certificates that rank senior to the Additional Certificates held by the purchasing Additional Certificateholders and each Additional Certificateholder of the same Class, on the third Business Day next following the expiry of such ten day notice period, provided that (A) if prior to the end of such ten day period any other Additional Certificateholder of such Class (other than the Company or any of its Affiliates) notifies such purchasing Additional Certificateholder that such other Additional Certificateholder wants to participate in such purchase, then such other Additional Certificateholder (other than the Company or any of its Affiliates) may join with the purchasing Additional Certificateholder to purchase all, but not less than all, of the Class A Certificates, the Applicable Certificates and such senior Additional Certificates pro rata based on the Fractional Undivided Interest in the applicable Additional Trust held by each such Additional Certificateholder and (B) upon consummation of such purchase no Additional Certificateholder of such Class shall have a right to purchase the Class A Certificates, the Applicable Certificates and such senior Additional Certificates pursuant to this Section 7.01(b) during the continuance of such Certificate Buy-Out Event; and

(c) if any Refinancing Certificates are issued, each Refinancing Certificateholder shall have the same right (subject to the same terms and conditions) to purchase Certificates pursuant to this Section 7.01 (and to receive notice in connection therewith) as the Certificateholders of the Class that such Refinancing Certificates refinanced.

The purchase price with respect to the Applicable Certificates shall be equal to the Pool Balance of the Applicable Certificates, together with accrued and unpaid interest thereon to the date of such purchase, without premium, but including any other amounts then due and payable to the Applicable Certificateholders under this Agreement, the Intercreditor Agreement, the Escrow Agreement or any Note Document or on or in respect of the Applicable Certificates; provided, however, that (i) if such purchase occurs after the record date specified in Section 2.3(b) of the Escrow Agreement relating to the distribution of unused Deposits and accrued and unpaid interest thereunder, such purchase price shall be reduced by the aggregate amount of unused Deposits and interest to be distributed under the Escrow Agreement (which deducted amounts shall remain distributable to, and may be retained by, the Applicable Certificateholder as of such record date) and (ii) if such purchase occurs after a Record Date, such purchase price shall be reduced by the amount to be distributed hereunder on the related Distribution Date (which deducted amounts shall remain distributable to, and may be retained by, the Applicable Certificateholder as of such Record Date); provided further that no such purchase of Applicable Certificates shall be effective unless the purchaser(s) shall certify to the Trustee that contemporaneously with such purchase, such purchaser(s) is purchasing, pursuant to the terms of this Agreement, any Refinancing Trust Agreement, any Additional Trust Agreement and the Other Agreements, all, but not less than all, of the Class A Certificates, the Applicable Certificates, the Refinancing Certificates (if any) and the Additional Certificates (if any) which are senior to the securities held by such purchaser(s). Each payment of the purchase price of the Applicable Certificates referred to in the first sentence of this paragraph shall be made to an account or accounts designated by the Trustee and each such purchase shall be subject to the terms of this Section 7.01. Each Applicable Certificateholder agrees by its acceptance of its Applicable Certificate that it will, subject to Section 3.04 of the Basic Agreement, upon payment from such Additional Certificateholder(s) or holder(s) of Refinancing Certificates (if any), as the case may be, of the purchase price set forth in the first sentence of this paragraph, forthwith sell, assign, transfer and convey to the purchaser(s) thereof (without recourse, representation or warranty of any kind except for its own acts), all of the right, title, interest and obligation of such Applicable Certificateholder in this Agreement, the Escrow Agreement, the Deposit Agreement, the Intercreditor Agreement, the Liquidity Facility, the Note Documents and all Applicable Certificates and Escrow Receipts held by such Applicable Certificateholder (excluding all right, title and interest under any of the foregoing to the extent such right, title or interest is with respect to an obligation not then due and payable as respects any action or inaction or state of affairs occurring prior to such sale) and the purchaser shall assume all of such Applicable Certificateholder’s obligations under this Agreement, the Escrow Agreement, the Deposit Agreement, the Intercreditor Agreement, the Liquidity Facility, the Note Documents and all Applicable Certificates and Escrow Receipts held by such Applicable Certificateholder (excluding all right, title and interest under any of the foregoing to the extent such right, title or interest is with respect to an obligation not then due and payable as respects any action or inaction or state of affairs occurring prior to such sale) and the purchaser shall assume all of such Applicable Certificateholders to deliver any Applicable Certificates and, upon such a purchase, (i) the only rights of the Applicable Certificateholders will be to deliver the Applicable Certificates to the purchaser(s) and receive the purchase price for such Applicable Certificates and (ii) if the purchaser(s) shall so request, such Applicable Certificateholder will comply with all the provisions of Section 3.04 of the Basic Agreement to enable new Applicable Certificates to be issued to the purchaser in such denominations as it shall request. All charges and expenses in connection with the issuance of any such new Applicable Certificates shall be borne by the purchaser thereof.
As used in this Section 7.01, the terms “Additional Certificate”, Additional Certificateholder”, “Additional Trust Agreement”, “Class A Certificate”, “Class A Certificateholder”, “Class A Trust”, “Class A Trustee”, “Refinancing Certificates” and “Refinancing Trust Agreement” shall have the respective meanings assigned to such terms in the Intercreditor Agreement.

(d) This Section 7.01 supersedes and replaces Section 6.01(b) of the Basic Agreement.

(e) If a Certificate Buy-Out Event occurs and is continuing, the purchase rights set forth in this Section 7.01 shall be revived notwithstanding any exercise of such rights during the continuance of any preceding Certificate Buy-Out Event.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. **Basic Agreement Ratified.** Except and so far as herein expressly provided, all of the provisions, terms and conditions of the Basic Agreement are in all respects ratified and confirmed; and the Basic Agreement and this Trust Supplement shall be taken, read and construed as one and the same instrument.

Section 8.02. **GOVERNING LAW.** THIS TRUST SUPPLEMENT AND THE SERIES 2007-1B CERTIFICATES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Section 8.03. **Execution in Counterparts.** This Trust Supplement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Guarantor, the Company and the Trustee have caused this Trust Supplement to be duly executed by their respective officers thereto duly authorized, as of the day and year first written above.

NORTHWEST AIRLINES, INC.

By: /s/ Daniel B. Matthews  
Name: Daniel B. Matthews  
Title: Senior Vice President and Treasurer

NORTHWEST AIRLINES CORPORATION,  
as Guarantor

By: /s/ Daniel B. Matthews  
Name: Daniel B. Matthews  
Title: Senior Vice President and Treasurer
U.S. BANK TRUST NATIONAL ASSOCIATION,  
as Trustee

By: /s/ John G. Correia  
   Name: John G. Correia  
   Title: Vice President

Signature page to the Trust Supplement (2007-1B)

EXHIBIT A

FORM OF CERTIFICATE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch the registered owner hereof, Cede & Co., has an interest herein.

Any person acquiring this Certificate by its acceptance hereof or its interest herein, will be deemed to represent and warrant to and for the benefit of each Owner Participant and the Company that either (i) the assets of an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), of a plan subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), of entities which may be deemed to hold such plans’ assets, or of another employee benefit plan not subject to ERISA or Section 4975 of the Code (such as a governmental, church or non-U.S. plan) have not been used to purchase this Certificate or (ii) one or more prohibited transaction statutory or administrative exemptions applies such that the use of such plan assets to purchase and hold this Certificate will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any federal, state or local law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code.

NORTHWEST AIRLINES 2007-1B PASS THROUGH TRUST

Pass Through  
Certificate, Series 2007-1B

Issuance Date: October 10, 2007

Final Legal Distribution Date: May 1, 2019


Certificate No. $  Fractional undivided interest representing [0.0002954%] of the Trust per $1,000 of Reference Principal Amount
THIS CERTIFIES THAT, for value received, is the registered owner of a Fractional Undivided Interest in the amount of $ (the “Reference Principal Amount”) in the Northwest Airlines 2007-1B Pass Through Trust (the “Trust”) created by U.S. Bank Trust National Association, as trustee (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association, the “Trustee”), pursuant to a Pass Through Trust Agreement, dated as of June 3, 1999 (as amended or supplemented, the “Agreement”), by and among the Trustee, Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), and Northwest Airlines, Inc., a Minnesota corporation (the “Company”), as supplemented by Trust Supplement No. 2007-1B thereto, dated as of October 10, 2007 (collectively, the “Agreement”), by and among the Trustee, the Guarantor and the Company, a summary of certain of the pertinent provisions of which is set forth below. To the extent not otherwise defined herein, the capitalized terms used herein have the meanings assigned to them in the Agreement. This Certificate is one of the duly authorized Certificates designated as “Pass Through Certificates, Series 2007-1B” (herein called the “Certificates”). This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement and the Intercreditor Agreement, to which Agreement the Certificateholder of this Certificate by virtue of the acceptance hereof assents and by which such Certificateholder is bound. The property of the Trust includes certain Equipment Notes and all rights of the Trust to receive payments under the Intercreditor Agreement and the Liquidity Facility (the “Trust Property”). Each issue of the Equipment Notes is secured by a security interest in the Aircraft leased to or owned by the Company.

Each of the Certificates represents a Fractional Undivided Interest in the Trust and the Trust Property and has no rights, benefits or interest in respect of any other separate trust established pursuant to the terms of the Basic Agreement for any other series of certificates issued pursuant thereto.

Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, from funds then available to the Trustee, there will be distributed on each May 1 and November 1 (a “Regular Distribution Date”), commencing May 1, 2008 to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Regular Distribution Date, an amount in respect of the Scheduled Payments on the Equipment Notes due on such Regular Distribution Date, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Scheduled Payments. Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, in the event that Special Payments on the Equipment Notes are received by the Trustee, from funds then available to the Trustee, there shall be distributed on the applicable Special Distribution Date, to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Special Distribution Date, an amount in respect of such Special Payments on the Equipment Notes, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Special Payments so received. If a Regular Distribution Date or Special Distribution Date is not a Business Day, distribution shall be made on the immediately following Business Day with the same force and effect as if made on such Regular Distribution Date or Special Distribution Date and no interest shall accrue during the intervening period. The Trustee shall mail notice of each Special Payment and the Special Distribution Date therefor to the Certificateholder of this Certificate.

Distributions on this Certificate will be made by the Trustee by check mailed to the Person entitled thereto, without the presentation or surrender of this Certificate or the making of any notation hereon, except that with respect to Certificates registered on the Record Date in the name of a Clearing Agency (or its nominee), such distribution shall be made by wire transfer.

Except as otherwise provided in the Agreement and notwithstanding the above, the final distribution on this Certificate will be made after notice mailed by the Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate at the office or agency of the Trustee specified in such notice.

The Certificates do not represent an obligation of, or an obligation guaranteed by, or an interest in, the Guarantor, the Company or the Trustee or any affiliate thereof. The Certificates are limited in right or payment, all as more specifically set forth herein and in the Agreement. All payments or distributions made to Certificateholders under the Agreement shall be made only from the Trust Property and only to the extent that the Trustee shall have sufficient income or proceeds from the Trust Property to make such payments in accordance with...
The Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Guarantor or the Company and the rights of the Certificateholders under the Agreement at any time by the Guarantor, the Company and the Trustee with the consent of the Certificateholders holding Certificates evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the Trust. Any such consent by the Certificateholder of this Certificate shall be conclusive and binding on such Certificateholder and upon all future Certificateholders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Agreement also permits the amendment thereof, in certain limited circumstances, without the consent of the Certificateholders of any of the Certificates.

As provided in the Agreement and subject to certain limitations set forth, the transfer of this Certificate is registrable in the Register upon surrender of this Certificate for registration of transfer at the offices or agencies maintained by the Trustee in its capacity as Registrar, or by any successor Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by the Certificateholder hereof or such Certificateholder’s attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in minimum denominations of $1,000 Fractional Undivided Interests and integral multiples thereof. As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust, as requested by the Certificateholder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Trustee shall require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

Each Certificateholder or beneficial owner of a Certificate, by its acceptance of this Certificate or a beneficial interest herein, agrees to treat the Trust as a grantor trust for all U.S. federal, state and local income tax purposes.

The Trustee, the Registrar, and any agent of the Trustee or the Registrar may treat the person in whose name this Certificate is registered as the owner hereof for all purposes, and neither the Trustee, the Registrar, nor any such agent shall be affected by any notice to the contrary.

The obligations and responsibilities created by the Agreement and the Trust created thereby shall terminate upon the distribution to Certificateholders of all amounts required to be distributed to them pursuant to the Agreement and the disposition of all property held as part of the Trust Property.

THE AGREEMENT AND THIS CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Unless the certificate of authentication hereon has been executed by the Trustee, by manual signature, this Certificate shall not be entitled to any benefit under the Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be duly executed.
NORTHWEST AIRLINES 2007-1B
PASS THROUGH TRUST

By: U.S. BANK TRUST NATIONAL ASSOCIATION, as Trustee

By: ________________________________
Name: 
Title: 

FORM OF THE TRUSTEE’S CERTIFICATE OF AUTHENTICATION

This is one of the Certificates referred to in the within-mentioned Agreement.

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Trustee

By: ________________________________
Name: 
Title: 

EXHIBIT B

DTC Letter of Representations

EXHIBIT C

REGULAR DISTRIBUTION DATES
AND SCHEDULED PAYMENTS

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REVOLVING CREDIT AGREEMENT
(2007-1A)

Dated as of October 10, 2007

between

U.S. BANK NATIONAL ASSOCIATION

as Subordination Agent,

as Borrower

and

CALYON, acting through its New York branch, as Liquidity Provider

Relating to

Northwest Airlines Pass Through Trust 2007-1A
7.027% Northwest Airlines Pass Through Certificates,
Series 2007-1A

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### ANNEXES
REVOLVING CREDIT AGREEMENT (2007-1A)

This REVOLVING CREDIT AGREEMENT (2007-1A) dated as of October 10, 2007, between U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Subordination Agent under the Intercreditor Agreement (each as defined below), as agent and trustee for the Class A Trust (as defined below) (the “Borrower”), and CALYON, a société anonyme organized under the laws of France (the “Liquidity Provider”), acting through its New York Branch.

WITNESSETH:

WHEREAS, pursuant to the Class A Trust Agreement (such term and all other capitalized terms used in these recitals having the meanings set forth or referred to in Section 1.01), the Class A Trust is issuing the Class A Certificates; and

WHEREAS, the Borrower, in order to support the timely payment of a portion of the interest on the Class A Certificates in accordance with their terms, has requested the Liquidity Provider to enter into this Agreement, providing in part for the Borrower to request in specified circumstances that Advances be made hereunder.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. (a) Definitions. As used in this Agreement and unless otherwise expressly indicated, or unless the context clearly requires otherwise, the following capitalized terms shall have the following respective meanings for all purposes of this Agreement:

“Advance” means an Interest Advance, a Final Advance, a Provider Advance, an Applied Provider Advance, a Special Termination Advance, an Applied Special Termination Advance or an Unpaid Advance, as the case may be.

“Applicable Liquidity Rate” has the meaning assigned to such term in Section 3.07(g).

“Applicable Margin” means (a) 1.00%, or (b) with respect to any (i) Unapplied Special Termination Advance or (ii) Unapplied Provider Advance, the rates per annum specified in the Fee Letter applicable to this Agreement.

“Applied Downgrade Advance” has the meaning assigned to such term in Section 2.06(a).
“Applied Non-Extension Advance” has the meaning assigned to such term in Section 2.06(a).

“Applied Provider Advance” has the meaning assigned to such term in Section 2.06(a).

“Applied Provider Advance Replenishment Amount” has the meaning assigned to such term in Section 2.06(b).

“Applied Special Termination Advance” has the meaning assigned to such term in Section 2.05.

“Applied Special Termination Advance Replenishment Amount” has the meaning assigned to such term in Section 2.06(c).

“Base Rate” means a fluctuating interest rate per annum in effect from time to time, which rate per annum is at all times equal to (a) the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Liquidity Provider from three Federal funds brokers of recognized standing selected by the Liquidity Provider, plus (b) one quarter of one percent (0.25%) per annum.

“Base Rate Advance” means an Advance that bears interest at a rate based upon the Base Rate.

“Borrower” has the meaning assigned to such term in the recital of parties to this Agreement.

“Borrowing” means the making of Advances requested by delivery of a Notice of Borrowing.

“Business Day” means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in New York, New York, Minneapolis, Minnesota, Wilmington, Delaware or Boston, Massachusetts, or, so long as any Class A Certificate is outstanding, the city and state in which the Class A Trustee, the Borrower or any Loan Trustee maintains its Corporate Trust Office or receives or disburses funds, and, if the applicable Business Day relates to any Advance or other amount bearing interest based on the LIBOR Rate, on which dealings are carried on in the London interbank market.

“Consent Notice” has the meaning assigned to such term in Section 2.10.

“Consent Period” has the meaning assigned to such term in Section 2.10.

“Delivery Period” means the period from the date hereof through March 31, 2009.

“Deposit Agreement” means the Deposit Agreement, dated October 10, 2007, between Citibank, N.A., as Escrow Agent and Credit Suisse, New York Branch, as Depositary, pertaining to the Class A Certificates, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

“Depositary” has the meaning assigned to such term in the Deposit Agreement.

“Deposits” has the meaning assigned to such terms in the Deposit Agreement.

“Downgrade Advance” means an Advance made pursuant to Section 2.02(c).
“Downgrade Event” means a downgrading of the Liquidity Provider’s short-term unsecured debt rating issued by either Rating Agency below the applicable Threshold Rating unless each Rating Agency shall have confirmed in writing on or prior to the date of such downgrading that such downgrading will not result in the downgrading, withdrawal or suspension of the ratings of the Class A Certificates, in which case, such downgrading of the Liquidity Provider’s short-term unsecured debt rating shall not constitute a Downgrade Event.

“Effective Date” has the meaning specified in Section 4.01. The delivery of the certificate of the Liquidity Provider contemplated by Section 4.01(e) shall be conclusive evidence that the Effective Date has occurred.

“Excluded Taxes” means (i) Taxes imposed on the overall net income of the Liquidity Provider and (ii) Excluded Withholding Taxes.

“Excluded Withholding Taxes” means (i) withholding Taxes imposed by the United States except to the extent that such United States withholding Taxes are imposed or increased as a result of any change in applicable law (excluding from “change in applicable law” for this purpose, a change in an applicable treaty or other change in law affecting the applicability of a treaty) after the date hereof, or in the case of a successor Liquidity Provider (including a transferee of an Advance) or Lending Office, after the date on which such successor Liquidity Provider obtains its interest or on which the Lending Office is changed, and (ii) any withholding Taxes imposed by the United States which are imposed or increased as a result of the Liquidity Provider failing to deliver to the Borrower any certificate or document described in Section 3.03 hereof and each other certificate or document reasonably requested by the Borrower (which certificate or document in the good faith judgment of the Liquidity Provider it is legally entitled to provide) to establish that payments under this Agreement are exempt from (or entitled to a reduced rate of) withholding Tax.

“Expenses” means liabilities, obligations, damages, settlements, penalties, claims, actions, suits, costs, expenses, and disbursements (including, without limitation, reasonable fees and disbursements of legal counsel and costs of investigation), provided that Expenses shall not include any Taxes.

“Expiry Date” means October 9, 2008, initially, or any date to which the Expiry Date is extended pursuant to Section 2.10.

“Extension Notice” has the meaning assigned to such term in Section 2.10.

“Fee Letters” means, collectively, (i) the Fee Letter dated as of the date hereof between the Liquidity Provider and the Subordination Agent with respect to the initial Class A Liquidity Facility and Class B Liquidity Facility and (ii) any fee letter entered into between the Subordination Agent and any Replacement Liquidity Provider in respect of such Liquidity Facilities.

“Final Advance” means an Advance made pursuant to Section 2.02(d).

“Intercreditor Agreement” means the Intercreditor Agreement dated the date hereof, among the Trustees, the Liquidity Provider, the liquidity provider under the other Liquidity Facility (other than this Agreement) and the Subordination Agent, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Interest Advance” means an Advance made pursuant to Section 2.02(a).

“Interest Period” means, with respect to any LIBOR Advance, each of the following periods:

(i) the period beginning on the third Business Day following either (a) the Liquidity Provider’s receipt of the Notice of Borrowing for such LIBOR Advance or (b) the withdrawal of funds from the Class A Cash Collateral Account for
the purpose of paying interest on the Class A Certificates as contemplated by Section 2.06(a) hereof and, in either
case, ending on the next Regular Distribution Date; and

(i) each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the
next Regular Distribution Date;

provided, however, that (I) if an Unapplied Provider Advance or Unapplied Special Termination Advance which is a LIBOR
Advance becomes an Applied Provider Advance or Applied Special Termination Advance, as the case may be, the Interest Period
then applicable to such Unapplied Provider Advance or Unapplied Special Termination Advance shall be applicable to such Applied
Provider Advance or Applied Special Termination Advance, as the case may be, and (II) if (x) the Final Advance shall have been
made, or (y) other outstanding Advances shall have been converted into the Final Advance, then the Interest Periods shall be
successive periods of one month beginning on the third Business Day following the Liquidity Provider’s receipt of the Notice of
Borrowing for such Final Advance (in the case of clause (x) above) or the last day of the Interest Period then applicable to such
outstanding Advances (in the case of clause (y) above).

“Lending Office” means the office of the Liquidity Provider presently located in New York, New York, or such other
lending office as the Liquidity Provider from time to time shall notify the Borrower as its lending office hereunder.

“LIBOR Advance” means an Advance bearing interest at a rate based upon the LIBOR Rate.

“LIBOR Rate” means, with respect to any Interest Period, (i) the rate per annum appearing on display page 3750 (British
Bankers Association—LIBOR) of the Dow Jones Markets Service (or any successor or substitute therefor) at approximately 11:00
A.M. (London time) two Business Days before the first day of such Interest Period, as the rate for dollar deposits with a maturity
comparable to such Interest Period, or (ii) if the rate calculated pursuant to clause (i) above is not available, the average (rounded
upwards, if necessary, to the next 1/16 of 1%) of the rates per annum at which deposits in dollars are offered for the relevant Interest
Period by three banks of recognized standing selected by the Liquidity Provider in the London interbank market at approximately
11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount approximately equal to the
principal amount of the LIBOR Advance to which such Interest Period is to apply and for a period comparable to such Interest
Period.

“Liquidity Event of Default” means the occurrence of the following: (i) all of the Equipment Notes shall have been either
declared to be immediately due and payable or shall not have been paid at their final maturity; provided that, if an acceleration of the
Equipment Notes occurs during the Delivery Period, a Liquidity Event of Default shall occur only if the aggregate principal amount
of the Equipment Notes exceeds $200 million, or (ii) a Northwest Bankruptcy Event.

“Liquidity Indemnitee” means (i) the Liquidity Provider, (ii) the directors, officers, employees and agents of the Liquidity
Provider, and (iii) the successors and permitted assigns of the persons described in clauses (i) and (iii), inclusive.

“Liquidity Provider” has the meaning assigned to such term in the recital of parties to this Agreement.

“Maximum Available Commitment” shall mean, subject to the proviso contained in the third sentence of Section 2.02(a), at
any time of determination, (a) the Maximum Commitment at such time less (b) the aggregate amount of each Interest Advance
outstanding at such time; provided that following a Provider Advance, a Special Termination Advance or a Final Advance, the
Maximum Available Commitment shall be zero.

“Maximum Commitment” means initially $35,679,381.69, as such amount may be reduced from time to time in accordance
with Section 2.04.

“Non-Excluded Tax” has the meaning specified in Section 3.03(a).
“Non-Extension Advance” means an Advance made pursuant to Section 2.02(b).

“Notice of Borrowing” has the meaning specified in Section 2.02(e).

“Notice of Replacement Subordination Agent” has the meaning specified in Section 3.08.

“Performing Note Deficiency” means any time that less than 65% of the then aggregate outstanding principal amount of all Equipment Notes are Performing Equipment Notes.

“Prospectus Supplement” means the Prospectus Supplement dated October 2, 2007, relating to the Class A Certificates and the Class B Certificates, as such Prospectus Supplement may be amended or supplemented.

“Provider Advance” means a Downgrade Advance or a Non-Extension Advance.

“Required Amount” means, for any day, the sum of the aggregate amount of interest, calculated at the rate per annum equal to the Stated Interest Rate for the Class A Certificates, that would be payable on the Class A Certificates on each of the three successive semiannual Regular Distribution Dates immediately following such day or, if such day is a Regular Distribution Date, on such day and the succeeding two semiannual Regular Distribution Dates, in each case calculated on the basis of the Pool Balance of the Class A Certificates on such day and without regard to expected future payments of principal on the Class A Certificates.

“Special Termination Advance” means an Advance made pursuant to Section 2.02(g).

“Special Termination Notice” means the Notice of Termination substantially in the form of Annex VIII to this Agreement.

“Termination Date” means the earliest to occur of the following: (i) the Expiry Date; (ii) the date on which the Borrower delivers to the Liquidity Provider a certificate, signed by a Responsible Officer of the Borrower, certifying that all of the Class A Certificates have been paid in full (or provision has been made for such payment in accordance with the Intercreditor Agreement and the Trust Agreements) or are otherwise no longer entitled to the benefits of this Agreement; (iii) the date on which the Borrower delivers to the Liquidity Provider a certificate, signed by a Responsible Officer of the Borrower, certifying that a Replacement Liquidity Facility has been substituted for this Agreement in full pursuant to Section 3.5(e) of the Intercreditor Agreement; (iv) the fifth Business Day following the receipt by the Borrower of a Termination Notice or Special Termination Notice from the Liquidity Provider pursuant to Section 6.01 hereof; and (v) the date on which no Advance is or may (including by reason of reinstatement as herein provided) become available for a Borrowing hereunder.

“Termination Notice” means the Notice of Termination substantially in the form of Annex V to this Agreement.

“Transferee” has the meaning assigned to such term in Section 7.08(b).

“Unapplied Downgrade Advance” means any Downgrade Advance other than an Applied Downgrade Advance.

“Unapplied Non-Extension Advance” means any Non-Extension Advance other than an Applied Non-Extension Advance.

“Unapplied Provider Advance” means any Provider Advance other than an Applied Provider Advance.
“Unapplied Special Termination Advance” means any Special Termination Advance other than an Applied Special Termination Advance.

“Unpaid Advance” has the meaning assigned to such term in Section 2.05.

“Withdrawal Notice” has the meaning assigned to such term in Section 2.10.

(b) Terms Defined in the Intercreditor Agreement. For all purposes of this Agreement, the following terms shall have the respective meanings assigned to such terms in the Intercreditor Agreement:


ARTICLE II

AMOUNT AND TERMS OF THE COMMITMENT

Section 2.01. The Advances. The Liquidity Provider hereby irrevocably agrees, on the terms and conditions hereinafter set forth, to make Advances to the Borrower from time to time on any Business Day during the period from the Effective Date until 1:00 P.M. (New York City time) on the Expiry Date (unless the obligations of the Liquidity Provider shall be earlier terminated in accordance with the terms of Section 2.04(b)) in an aggregate amount at any time outstanding not to exceed the Maximum Commitment.

Section 2.02. Making the Advances. (a) Interest Advances shall be made in one or more Borrowings by delivery to the Liquidity Provider of one or more written and completed Notices of Borrowing in substantially the form of Annex I attached hereto, signed by a Responsible Officer of the Borrower, in an amount not exceeding the Maximum Available Commitment at such time and shall be used solely for the payment when due of interest on the Class A Certificates at the Stated Interest Rate therefor in accordance with Section 3.5(a) of the Intercreditor Agreement. Each Interest Advance made hereunder shall automatically reduce the Maximum Available Commitment and the amount available to be borrowed hereunder by subsequent Advances by the amount of such Interest Advance (subject to reinstatement as provided in the next sentence). Upon repayment to the Liquidity Provider in full of the amount of any Interest Advance made pursuant to this Section 2.02(a), together with accrued interest thereon (as provided herein), the Maximum Available Commitment shall be reinstated by the amount of such repaid Interest Advance, but not to exceed the Maximum Commitment; provided, however, that the Maximum Available Commitment shall not be so reinstated at any time if (i) a Liquidity Event of Default shall have occurred and be continuing and (ii) there is a Performing Note Deficiency.

(b) A Non-Extension Advance shall be made in a single Borrowing if this Agreement is not extended in accordance with Section 3.5(d) of the Intercreditor Agreement (unless a Replacement Liquidity Facility to replace this Agreement shall have been
delivered to the Borrower as contemplated by said Section 3.5(d) within the time period specified in such Section) by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex II attached hereto, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at such time, and shall be used to fund the Class A Cash Collateral Account in accordance with said Section 3.5(d) and Section 3.5(f) of the Intercreditor Agreement.

(c) A Downgrade Advance shall be made in a single Borrowing upon the occurrence of a Downgrade Event (as provided for in Section 3.5(c) of the Intercreditor Agreement) unless a Replacement Liquidity Facility to replace this Agreement shall have been previously delivered to the Borrower in accordance with said Section 3.5(c), by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex III attached hereto, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at the time of such borrowing, and shall be used to fund the Class A Cash Collateral Account in accordance with said Section 3.5(c) and Section 3.5(f) of the Intercreditor Agreement.

(d) A Final Advance shall be made in a single Borrowing upon the receipt by the Borrower of a Termination Notice from the Liquidity Provider pursuant to Section 6.01 hereof by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex IV attached hereto, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at such time, and shall be used to fund the Class A Cash Collateral Account in accordance with Section 3.5(i) and Section 3.5(f) of the Intercreditor Agreement.

(e) Each Borrowing shall be made on notice in writing (a “Notice of Borrowing”) in substantially the form required by Section 2.02(a), 2.02(b), 2.02(c), 2.02(d) or 2.02(g), as the case may be, given by the Borrower to the Liquidity Provider. If a Notice of Borrowing is delivered by the Borrower in respect of any Borrowing no later than 1:00 p.m. (New York City
time) on a Business Day, upon satisfaction of the conditions precedent set forth in Section 4.02 with respect to a requested Borrowing, the Liquidity Provider shall make available to the Borrower, in accordance with its payment instructions, the amount of such Borrowing in U.S. dollars and immediately available funds, before 4:00 p.m. (New York City time) on such Business Day or on such later Business Day specified in such Notice of Borrowing. If a Notice of Borrowing is delivered by the Borrower in respect of any Borrowing after 1:00 p.m. (New York City time) on a Business Day, upon satisfaction of the conditions precedent set forth in Section 4.02 with respect to a requested Borrowing, the Liquidity Provider shall make available to the Borrower, in accordance with its payment instructions, the amount of such Borrowing in U.S. dollars and immediately available funds, before 12:00 Noon (New York City time) on the first Business Day next following the day of receipt of such Notice of Borrowing or on such later Business Day specified by the Borrower in such Notice of Borrowing. Payments of proceeds of a Borrowing shall be made by wire transfer of immediately available funds to the Borrower in accordance with such wire transfer instructions as the Borrower shall furnish from time to time to the Liquidity Provider for such purpose. Each Notice of Borrowing shall be irrevocable and binding on the Borrower. Each Notice of Borrowing shall be effective upon delivery of a copy thereof to the Liquidity Provider’s New York Branch at the address specified in Section 7.02 hereof.

(f) Upon the making of any Advance requested pursuant to a Notice of Borrowing, in accordance with the Borrower’s payment instructions, the Liquidity Provider shall be fully discharged of its obligation hereunder with respect to such Notice of Borrowing, and the Liquidity Provider shall not thereafter be obligated to make any further Advances hereunder in respect of such Notice of Borrowing to the Borrower or to any other Person. If the Liquidity Provider makes an Advance requested pursuant to a Notice of Borrowing before 12:00 Noon (New York City time) on the second Business Day after the date of payment specified in said Section 2.02(e), the Liquidity Provider shall have fully discharged its obligations hereunder with respect to such Advance and an event of default shall not have occurred hereunder. Following the making of any Advance pursuant to Section 2.02(b), (c), (d) or (g) hereof to fund the Class A Cash Collateral Account, the Liquidity Provider shall have no interest in or rights to the Class A Cash Collateral Account; provided that the foregoing shall not affect or impair the obligations of the Subordination Agent to make the distributions contemplated by Section 3.5(e) or (f) of the Intercreditor Agreement and provided further, that the foregoing shall not affect or impair the rights of the Liquidity Provider to provide written instructions with respect to the investment and reinvestment of amounts in the Cash Collateral Accounts to the extent provided in Section 2.2(b) of the Intercreditor Agreement. By paying to the Borrower proceeds of Advances requested by the Borrower in accordance with the provisions of this Agreement, the Liquidity Provider makes no representation as to, and assumes no responsibility for, the correctness or sufficiency for any purpose of the amount of the Advances so made and requested.

(g) A Special Termination Advance shall be made in a single Borrowing upon the receipt by the Borrower of a Special Termination Notice from the Liquidity Provider pursuant to Section 6.01(b), by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex VII, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at such time, and shall be

used solely to fund the Class A Cash Collateral Account (in accordance with Section 3.5(f) and Section 3.5(k) of the Intercreditor Agreement).

Section 2.03. Fees. The Borrower agrees to pay to the Liquidity Provider the fees set forth in the Fee Letter applicable to this Agreement.

Section 2.04. Reduction or Termination of the Maximum Commitment.

(a) Automatic Reduction. Promptly following each date on which the Required Amount is reduced as a result of a reduction in the Pool Balance of the Class A Certificates or otherwise, the Maximum Commitment shall automatically be reduced to an amount equal to such reduced Required Amount (as calculated by the Borrower). The Borrower shall give notice of any such automatic reduction of the Maximum Commitment to the Liquidity Provider within two Business Days thereof. The failure by the Borrower to furnish any such notice shall not affect such automatic reduction of the Maximum Commitment.

(b) Termination. Upon the making of any Provider Advance or the Special Termination Advance, or the making of or conversion to Final Advance hereunder or the occurrence of the Termination Date, the obligation of the Liquidity Provider to make further
Section 2.05. Repayments of Interest Advances, the Special Termination Advance or the Final Advance. Subject to Sections 2.06, 2.07 and 2.09 hereof, the Borrower hereby agrees, without notice of an Advance or demand for repayment from the Liquidity Provider (which notice and demand are hereby waived by the Borrower), to pay, or to cause to be paid, to the Liquidity Provider on each date on which the Liquidity Provider shall make an Interest Advance, the Special Termination Advance or the Final Advance, an amount equal to (a) the amount of such Advance (any such Advance, until repaid, is referred to herein as an “Unpaid Advance”), plus (b) interest on the amount of each such Unpaid Advance as provided in Section 3.07 hereof; provided that if (i) the Liquidity Provider shall make a Provider Advance at any time after making one or more Interest Advances which shall not have been repaid in accordance with this Section 2.05 or (ii) this Liquidity Facility shall become a Downgraded Facility or Non-Extended Facility at any time when unreimbursed Interest Advances have reduced the Maximum Available Commitment to zero, then such Interest Advances shall cease to constitute Unpaid Advances and shall be deemed to have been changed into an Applied Downgrade Advance or an Applied Non-Extension Advance, as the case may be, for all purposes of this Agreement (including, without limitation, for the purpose of determining when such Interest Advance is required to be repaid to the Liquidity Provider in accordance with Section 2.06 and for the purposes of Section 2.06(b)); provided, further, that amounts in respect of a Special Termination Advance withdrawn from the Class A Cash Collateral Account for the purpose of paying interest on the Class A Certificates in accordance with Section 3.5(f) of the Intercreditor Agreement (the amount of any such withdrawal being an “Applied Special Termination Advance”) shall thereafter (subject to Section 2.06(b)) be treated as an Interest Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon; and provided further, that if, following the making of a Special Termination Advance, the Liquidity Provider delivers a Termination Notice to the Borrower pursuant to Section 6.01 hereof, such Special Termination Advance shall thereafter be converted to and treated as a Final Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon and the obligation for repayment thereof and as an Applied Special Termination Advance for the purposes of Section 2.6(c) of the Intercreditor Agreement. The Borrower and the Liquidity Provider agree that the repayment in full of each Interest Advance, Special Termination Advance and Final Advance on the date such Advance is made is intended to be a contemporaneous exchange for new value given to the Borrower by the Liquidity Provider.

Section 2.06. Repayments of Provider Advances. (a) Amounts advanced hereunder in respect of a Provider Advance shall be deposited in the Class A Cash Collateral Account, invested and withdrawn from the Class A Cash Collateral Account as set forth in Sections 3.5(c), (d), (e) and (f) of the Intercreditor Agreement. The Borrower agrees to pay to the Liquidity Provider, on each Regular Distribution Date, commencing on the first Regular Distribution Date after the making of a Provider Advance, interest on the principal amount of any such Provider Advance as provided in Section 3.07; provided, however, that amounts in respect of a Provider Advance withdrawn from the Class A Cash Collateral Account for the purpose of paying interest on the Class A Certificates in accordance with Section 3.5(f) of the Intercreditor Agreement (the amount of any such withdrawal being (y) in the case of a Downgrade Advance, an “Applied Downgrade Advance” and (z) in the case of a Non-Extension Advance, an “Applied Non-Extension Advance” and, together with an Applied Downgrade Advance, an “Applied Provider Advance”) shall thereafter (subject to Section 2.06(b)) be treated as an Interest Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon; provided further, however, that if, following the making of a Provider Advance, the Liquidity Provider delivers a Termination Notice to the Borrower pursuant to Section 6.01 hereof, such Provider Advance shall thereafter be treated as a Final Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon and the obligation for repayment thereof and as an Applied Downgrade Advance or Applied Non-Extension Advance, as the case may be, for the purposes of Section 2.6(c) of the Intercreditor Agreement. Subject to Sections 2.07 and 2.09 hereof, immediately upon the withdrawal of any amounts from the Class A Cash Collateral Account on account of a reduction in the Required Amount, the Borrower shall repay to the Liquidity Provider a portion of the Provider Advances in a principal amount equal to such reduction, plus interest on the principal amount prepaid as provided in Section 3.07 hereof.

(b) At any time when an Applied Provider Advance (or any portion thereof) is outstanding, upon the deposit in the Class A Cash Collateral Account of any amount pursuant to clause “fourth” of Section 3.2 of the Intercreditor Agreement (any such amount being a “Applied Provider Advance Replenishment Amount”) for the purpose of replenishing or increasing the balance thereof up to the Required Amount at such time, (i) the aggregate outstanding principal amount of all Applied Provider Advances (and of Provider Advances treated as an Interest Advance for purposes of determining the Applicable Liquidity Rate for interest payable thereon) shall be automatically reduced by the amount of such Applied Provider Advance Replenishment Amount and (ii) the aggregate outstanding principal amount of all Unapplied Provider Advances shall be automatically increased by the amount of such Applied Provider Advance Replenishment Amount.
(c) At any time when an Applied Special Termination Advance (or any portion thereof) is outstanding, upon the deposit in the Class A Cash Collateral Account of any amount pursuant to clause “fourth” of Section 3.2 of the Intercreditor Agreement (any such amount being an “Applied Special Termination Advance Replenishment Amount”) for the purpose of replenishing or increasing the balance thereof up to the Required Amount at such time, (i) the aggregate outstanding principal amount of all Applied Special Termination Advances (and of Special Termination Advances treated as an Interest Advance for purposes of determining the Applicable Liquidity Rate for interest payable thereon) shall be automatically reduced by the amount of such Applied Special Termination Advance Replenishment Amount and (ii) the aggregate outstanding principal amount of all Unapplied Special Termination Advances shall be automatically increased by the amount of such Applied Special Termination Advance Replenishment Amount.

(d) Upon the provision of a Replacement Liquidity Facility in replacement of this Agreement in accordance with Section 3.5(e) of the Intercreditor Agreement, amounts remaining on deposit in the Class A Cash Collateral Account after giving effect to any Applied Provider Advance or Applied Special Termination Advance on the date of such replacement shall be reimbursed to the Liquidity Provider, but only to the extent such amounts are necessary to repay in full to the Liquidity Provider all amounts owing to it hereunder.

Section 2.07. Payments to the Liquidity Provider Under the Intercreditor Agreement. In order to provide for payment or repayment to the Liquidity Provider of any amounts hereunder, the Intercreditor Agreement provides that amounts available and referred to in Articles II and III of the Intercreditor Agreement, to the extent payable to the Liquidity Provider pursuant to the terms of the Intercreditor Agreement (including, without limitation, Section 3.5(f) of the Intercreditor Agreement), shall be paid to the Liquidity Provider in accordance with the terms thereof. Amounts so paid to the Liquidity Provider shall be applied by the Liquidity Provider to Liquidity Obligations then due and payable in accordance with the Intercreditor Agreement (or, if not provided for in the Intercreditor Agreement, then in such manner as the Liquidity Provider shall deem appropriate).

Section 2.08. Book Entries. The Liquidity Provider shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower resulting from Advances made from time to time and the amounts of principal and interest payable hereunder and paid from time to time in respect thereof, provided, however, that the failure by the Liquidity Provider to maintain such account or accounts shall not affect the obligations of the Borrower in respect of Advances.

Section 2.09. Payments from Available Funds Only. All payments to be made by the Borrower under this Agreement shall be made only from the amounts that constitute Scheduled Payments, Special Payments or payments under Section 7(c) of the Participation Agreements and Section 7 of the Note Purchase Agreement and only to the extent that the Borrower shall have sufficient income or proceeds therefrom to enable the Borrower to make payments in accordance with the terms hereof after giving effect to the priority of payments provisions set forth in the Intercreditor Agreement. The Liquidity Provider agrees that it will look solely to such amounts to the extent available for distribution to it as provided in the Intercreditor Agreement and this Agreement and that the Borrower, in its individual capacity, is not personally liable to it for any amounts payable or liability under this Agreement except as expressly provided in this Agreement, the Intercreditor Agreement or any Participation Agreement. Amounts on deposit in the Class A Cash Collateral Account shall be available to the Borrower to make payments under this Agreement only to the extent and for the purposes expressly contemplated in Section 3.5(f) of the Intercreditor Agreement.

Section 2.10. Extension of the Expiry Date; Non-Extension Advance. Each Expiry Date shall, subject to the following provisions of this Section 2.10, be automatically extended without any further act to the earlier of (i) the date which is 15 days after the Final Legal Distribution Date for the Class A Certificates and (ii) the date that is the day immediately preceding the 364th day occurring after the last day of the Termination Period (as hereinafter defined). The Liquidity Provider may, by a notice (a “Termination Notice”) to the Borrower, given during the period commencing on the date that is 60 days prior to the Expiry Date then in effect and ending on the date that is 25 days prior to the Expiry Date then in effect for such Liquidity Facility (such period, with respect to such Liquidity Facility, the “Termination Period”), determine that the Expiry Date shall not be so extended, which determination may be made or withheld by the Liquidity Provider in its absolute and sole discretion. If the Liquidity Provider so advises the Borrower that the applicable Expiry Date shall not be so extended (and if the Liquidity Provider shall not have been replaced in accordance with Section 3.5(e) of the Intercreditor Agreement), the Borrower shall be entitled on and after the date on which the Termination Period ends (but prior to the then effective Expiry Date) to request a Non-Extension Advance in accordance with Section 2.02(b) hereof and Section 3.5(d) of the Intercreditor Agreement.
ARTICLE III

OBLIGATIONS OF THE BORROWER

Section 3.01. **Increased Costs.** If the Liquidity Provider shall determine that (a) any change after the date hereof in any law, regulation, rule or directive or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof or in the compliance by the Liquidity Provider (or its head office) with any applicable direction, request or requirement (whether or not having the force of law) of any central bank or competent governmental or other authority shall either (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, or loans made by, the Liquidity Provider, or (ii) impose on the Liquidity Provider any other condition regarding this Agreement or any Advance, or (iii) subject the Liquidity Provider to any Taxes with respect to amounts payable or paid or change the basis of taxation of any amounts payable to the Liquidity Provider (other than Excluded Taxes) and (b) the result of any event referred to in the preceding clauses (i), (ii) or (iii) shall be to increase the cost to the Liquidity Provider of issuing or maintaining its commitment or funding or maintaining Advances (which increase in cost shall be determined by the Liquidity Provider’s reasonable allocations of the aggregate of such cost increases resulting from such event), then, upon demand by the Liquidity Provider, the Borrower shall pay, or cause to be paid, to the Liquidity Provider, from time to time as specified by the Liquidity Provider, additional amounts which shall be sufficient to compensate the Liquidity Provider for such increased cost; provided that if such demand for payment is made more than 180 days after a Responsible Officer of the Liquidity Provider obtains actual knowledge of any event referred to in clause (i), (ii) or (iii) above period, the Borrower shall be obligated to pay such additional amounts only with respect to such increased cost actually incurred or effected on or after the 180th day prior to the date of such demand. A certificate as to such increased cost incurred by the Liquidity Provider as a result of any event mentioned in clauses (i), (ii) or (iii) above, prepared in reasonable detail and submitted by the Liquidity Provider to the Borrower, shall be conclusive evidence of the amount owed under this Section, absent manifest error.

The Liquidity Provider agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if making such change would avoid the need for, or reduce the amount of, any amount payable under this Section 3.01 that may thereafter accrue and would not, in the reasonable judgment of the Liquidity Provider, be otherwise disadvantageous to the Liquidity Provider.

Section 3.02. **Capital Adequacy.** If the Liquidity Provider shall determine that the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Liquidity Provider (or its head office) with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, in each case after the date hereof, has the effect of reducing the rate of return on the Liquidity Provider’s capital as a consequence of issuing or maintaining its commitment hereunder or its funding or maintaining Advances to a level below that which the Liquidity Provider could have achieved but for such adoption, change or compliance (taking into consideration the Liquidity Provider’s policies with respect to capital adequacy) by an amount deemed by the Liquidity Provider to be material, then, upon demand by the Liquidity Provider, the Borrower shall pay to the Liquidity Provider, from time to time as specified by the Liquidity Provider, additional amounts which shall be sufficient to compensate the Liquidity Provider for such reduction in respect of issuing or maintaining its commitment hereunder or its funding or maintaining Advances. A certificate as to any such additional amount describing the event which has the effect of reducing the rate of return on the Liquidity Provider’s capital, prepared in reasonable detail and submitted by the Liquidity Provider to the Borrower, shall be conclusive evidence of the amount owed under this Section, absent manifest error.

The Liquidity Provider agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if making such change would avoid the need for, or reduce the amount of, any amount payable under this Section 3.02 that may thereafter accrue and would not, in the reasonable judgment of the Liquidity Provider, be otherwise disadvantageous to the Liquidity Provider.
Section 3.03. Payments Free of Deductions. (a) All payments made by the Borrower under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future Taxes, excluding Excluded Taxes (such non-excluded taxes being referred to herein, collectively, as “Non-Excluded Taxes” and, individually, as a “Non-Excluded Tax”). If any Non-Excluded Taxes are required to be withheld from any amounts payable to the Liquidity Provider under this Agreement, the amounts so payable to the Liquidity Provider shall be increased to the extent necessary to yield to the Liquidity Provider (after payment of all Non-Excluded Taxes and taxes imposed on the receipt of such increase) interest or any other such amounts payable under this Agreement at the rates or in the amounts specified in this Agreement. The Liquidity Provider agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if making such change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of the Liquidity Provider, be otherwise disadvantageous to the Liquidity Provider. On or prior to the Closing Date, the Liquidity Provider agrees to provide to the Borrower (i) two copies of a properly completed United States Internal Revenue Service Form W-8BEN, Form W-8ECI or Form W-9, as appropriate with respect to the Liquidity Provider, or other applicable form, certificate or document prescribed by the Internal Revenue Service certifying, in each case, the Liquidity Provider’s entitlement to a complete exemption from United States federal withholding tax in respect to any and all payments to be made hereunder, and (ii) agree to provide the Borrower a new Form W-8BEN, Form W-8ECI or Form W-9, as appropriate, (A) on or before the date that any such form expires or becomes obsolete or (B) after the occurrence of any event requiring a change in the most recent form previously delivered by it and prior to the immediately following due date of any payment by the Borrower hereunder, certifying in the case of a Form W-8BEN, Form W-8ECI or Form W-9 that the Liquidity Provider is exempt from or entitled to a reduced rate of United States federal withholding tax on payments pursuant to this Agreement. Within 30 days after the date of each payment hereunder, the Borrower shall furnish to the Liquidity Provider the original or a certified copy of (or other documentary evidence of) the payment of the Taxes applicable to such payment. (b) All payments (including, without limitation, Advances) made by the Liquidity Provider under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future Taxes. If any Taxes are required to be withheld or deducted from any amounts payable to the Borrower under this Agreement, the Liquidity Provider shall (i) within the time prescribed therefor by applicable law pay to the appropriate governmental or taxing authority the full amount of any such Taxes (and any additional Taxes in respect of the payment required under clause (ii) hereof) and make such reports or returns in connection therewith at the time or times and in the manner prescribed by applicable law, and (ii) pay to the Borrower an additional amount which (after deduction of all such Taxes) will be sufficient to yield to the Borrower the full amount which would have been received by it had no such withholding or deduction been made. Within 30 days after the date of each payment hereunder, the Liquidity Provider shall furnish to the Borrower the original or a certified copy of (or other documentary evidence of) the payment of the Taxes applicable to such payment. (c) If any exemption from, or reduction in the rate of, any Taxes is reasonably available to the Borrower to establish that payments under this Agreement are exempt from (or entitled to a reduced rate of) tax, the Borrower shall deliver to the Liquidity Provider such form or forms and such other evidence of the eligibility of the Borrower for such exemption or reduction as the Liquidity Provider may reasonably identify to the Borrower as being required as a condition to exemption from, or reduction in the rate of, any Taxes.

Section 3.04. Payments. The Borrower shall make or cause to be made each payment to the Liquidity Provider under this Agreement so as to cause the same to be received by the Liquidity Provider not later than 1:00 P.M. (New York City time) on the day when due.

The Borrower shall make all such payments in lawful money of the United States of America, to the Liquidity Provider in immediately available funds, by wire transfer to Calyon New York Branch, ABA 02600873, Account No. 0188179370100, Reference: Northwest Airlines EETC 2007-1A and 2007-1B Liquidity Facilities, Attention: Client Banking Services.

Section 3.05. Computations. All computations of interest based on the Base Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and all computations of interest based on the LIBOR Rate shall be made on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable.
Section 3.06. **Payment on Non-Business Days.** Whenever any payment to be made hereunder to the Liquidity Provider shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day (and if so made, shall be deemed to have been made when due). If any payment in respect of interest on an Advance is so deferred to the next succeeding Business Day, such deferral shall not delay the commencement of the next Interest Period for such Advance (if such Advance is a LIBOR Advance) or reduce the number of days for which interest will be payable on such Advance on the next interest payment date for such Advance.

Section 3.07. **Interest.** (a) Subject to Section 2.09, the Borrower shall pay, or shall cause to be paid, without duplication, interest on (i) the unpaid principal amount of each Advance from and including the date of such Advance (or, in the case of an Applied Provider Advance or Applied Special Termination Advance, from and including the date on which the amount thereof was withdrawn from the Class A Cash Collateral Account to pay interest on the Class A Certificates) to but excluding the date on which the amount thereof shall be paid in full (or, in the case of an Applied Provider Advance or Applied Special Termination Advance, the date on which the Class A Cash Collateral Account is fully replenished in respect of such Advance) and (ii) any other amount due hereunder (whether fees, commissions, expenses or other amounts or, to the extent permitted by law, installments of interest on Advances or any such other amount) which is not paid when due (whether at stated maturity, by acceleration or otherwise) from and including the due date thereof to but excluding the date such amount is paid in full, in each such case, at a fluctuating interest rate per annum for each day equal to the Applicable Liquidity Rate (as defined below) for such Advance or such other amount as in effect for such day, but in no event at a rate per annum greater than the maximum rate permitted by applicable law; provided, however, that, if at any time the otherwise applicable interest rate as set forth in this Section 3.07 shall exceed the maximum rate permitted by applicable law, then any subsequent reduction in such interest rate will not reduce the rate of interest payable pursuant to this Section 3.07 below the maximum rate permitted by applicable law until the total amount of interest accrued equals the amount of interest that would have accrued if such otherwise applicable interest rate as set forth in this Section 3.07 had at all times been in effect.

(b) Except as provided in clause (e) below, each Advance (other than any Unapplied Provider Advance or Unapplied Special Termination Advance) will be either a Base Rate Advance or a LIBOR Advance as provided in this Section. Each such Advance will be a Base Rate Advance for the period from the date of its borrowing to (but excluding) the third
Business Day following the Liquidity Provider’s receipt of the Notice of Borrowing for such Advance. Thereafter, such Advance shall be a LIBOR Advance.

(c) Each LIBOR Advance shall bear interest during each Interest Period at a rate per annum equal to the LIBOR Rate for such Interest Period plus the Applicable Margin for such LIBOR Advance, payable in arrears on the last day of such Interest Period and, in the event of the payment of principal of such LIBOR Advance on a day other than such last day, on the date of such payment (to the extent of interest accrued on the amount of principal repaid).

(d) Each Base Rate Advance shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin for such Base Rate Advance, payable in arrears on each Regular Distribution Date and, in the event of the payment of principal of such Base Rate Advance on a day other than a Regular Distribution Date, on the date of such payment (to the extent of interest accrued on the amount of principal repaid).

(e) Each Unapplied Provider Advance and Unapplied Special Termination Advance shall bear interest in an amount equal to the Investment Earnings on amounts on deposit in the Class A Cash Collateral Account plus the Applicable Margin for such Unapplied Provider Advance or Unapplied Special Termination Advance, as applicable, on the amount of such Unapplied Provider Advance or Unapplied Special Termination Advance from time to time, payable in arrears on each Distribution Date.

(f) Each amount not paid when due hereunder (whether fees, commissions, expenses or other amounts or, to the extent permitted by applicable law, installments of interest on Advances but excluding Advances) shall bear interest at a rate per annum equal to the Base Rate plus 2.0% until paid.

(g) Each change in the Base Rate shall become effective immediately. The rates of interest specified in this Section 3.07 with respect to any Advance or other amount shall be referred to as the “Applicable Liquidity Rate”.

Section 3.08. Replacement of Borrower. From time to time and subject to the successor Borrower’s meeting the eligibility requirements set forth in Section 6.9 of the Intercreditor Agreement applicable to the Subordination Agent, upon the effective date and time specified in a written and completed Notice of Replacement Subordination Agent in substantially the form of Annex VI attached hereto (a “Notice of Replacement Subordination Agent”) delivered to the Liquidity Provider by the then Borrower, the successor Borrower designated therein shall be substituted for as the Borrower for all purposes hereunder.

Section 3.09. Funding Loss Indemnification. The Borrower shall pay to the Liquidity Provider, upon the request of the Liquidity Provider, such amount or amounts as shall be sufficient (in the reasonable opinion of the Liquidity Provider) to compensate it for any loss, cost, or expense incurred as a result of:

(1) Any repayment of a LIBOR Advance on a date other than the last day of the Interest Period for such Advance; or

(2) Any failure by the Borrower to borrow a LIBOR Advance on the date for borrowing specified in the relevant notice under Section 2.02.

Section 3.10. Illegality. Notwithstanding any other provision in this Agreement, if any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Liquidity Provider (or its Lending Office) with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Liquidity Provider (or its Lending Office) to maintain or fund its LIBOR Advances, then upon notice to the Borrower by the Liquidity Provider, the outstanding principal amount of the LIBOR Advances shall be converted to Base Rate Advances (a) immediately upon demand of the Liquidity Provider, if such change or compliance with such request, in the judgment of the Liquidity Provider, requires immediate repayment; or (b) at the expiration of the last Interest Period to expire before the effective date of any such change or request.
ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01. Conditions Precedent to Effectiveness of Section 2.01. Section 2.01 of this Agreement shall become effective on and as of the first date (the “Effective Date”) on which the following conditions precedent have been satisfied or waived:

(a) The Liquidity Provider shall have received on or before the Closing Date each of the following, and in the case of each document delivered pursuant to paragraphs (i), (ii) and (iii), each in form and substance satisfactory to the Liquidity Provider:

(i) This Agreement and the Fee Letter duly executed on behalf of the Borrower and acknowledged by Northwest;

(ii) The Intercreditor Agreement duly executed on behalf of each of the parties thereto;

(iii) Fully executed copies of each of the Operative Agreements executed and delivered on or before the Closing Date (other than this Agreement, the Fee Letter and the Intercreditor Agreement);

(iv) A copy of the Prospectus Supplement and specimen copies of the Class A Certificates;

(v) An executed copy of each document, instrument, certificate and opinion delivered on or before the Closing Date pursuant to the Class A Trust Agreement, the Note Purchase Agreement, the Intercreditor Agreement and the other Operative Agreements (in the case of each such opinion, other than the opinion of counsel for the Underwriters, either addressed to the Liquidity Provider or accompanied by a letter from the counsel rendering such opinion to the effect
that the Liquidity Provider is entitled to rely on such opinion as of its date as if it were addressed to the Liquidity Provider);

(vi) Evidence that there shall have been made and shall be in full force and effect, all filings, recordings and/or registrations, and there shall have been given or taken any notice or other similar action as may be reasonably necessary or, to the extent reasonably requested by the Liquidity Provider, reasonably advisable, in order to establish, perfect, protect and preserve the right, title and interest, remedies, powers, privileges, liens and security interests of, or for the benefit of, the Trustees, the Borrower and the Liquidity Provider created by the Operative Agreements executed and delivered on or prior to the Closing Date;

(vii) A letter from Northwest Airlines Corporation, pursuant to which (i) Northwest Airlines Corporation agrees to provide copies of quarterly financial statements and audited annual financial statements to the Liquidity Provider (provided that so long as Northwest is subject to the reporting requirements of the Securities Exchange Act of 1934, such information will be considered provided if it is made available on the EDGAR database of the Securities and Exchange Commission) and such other information as the Liquidity Provider shall reasonably request with respect to the transactions contemplated by the Operative Agreements, in each case, only to the extent that Northwest Airlines Corporation is obligated to provide such information pursuant to the Indentures to the parties thereto, and (ii) Northwest Airlines Corporation agrees to allow the Liquidity Provider to inspect its books and records regarding such transactions, and to discuss such transactions with officers and employees of Northwest Airlines Corporation; and

(viii) Such other documents, instruments, opinions and approvals pertaining to the transactions contemplated hereby or by the other Operative Agreements as the Liquidity Provider shall have reasonably requested.

(b) The following statement shall be true on and as of the Effective Date: no event has occurred and is continuing, or would result from the entering into of this Agreement or the making of any Advance, which constitutes a Liquidity Event of Default.

(c) The Liquidity Provider shall have received payment in full of all fees and other sums required to be paid to or for the account of the Liquidity Provider on or prior to the Effective Date.

(d) All conditions precedent to the issuance of the Certificates under the Trust Agreements shall have been satisfied or waived, all conditions precedent to the effectiveness of the other Liquidity Facility shall have been satisfied or waived, and all conditions precedent to the purchase of the Class B Certificates by the Underwriters under the Underwriting Agreement shall have been satisfied (unless any of such conditions precedent shall have been waived by the Underwriters).

(e) The Borrower shall have received a certificate, dated the date hereof, signed by a duly authorized representative of the Liquidity Provider, certifying that all conditions precedent to the effectiveness of Section 2.01 have been satisfied or waived.

Section 4.02. Conditions Precedent to Borrowing. The obligation of the Liquidity Provider to make an Advance on the occasion of each Borrowing shall be subject to the conditions precedent that the Effective Date shall have occurred and, prior to the date of such Borrowing, the Borrower shall have delivered a Notice of Borrowing which conforms to the terms and conditions of this Agreement and has been completed as may be required by the relevant form of the Notice of Borrowing for the type of Advances requested.

ARTICLE V

COVENANTS

Section 5.01. Affirmative Covenants of the Borrower. So long as any Advance shall remain unpaid or the Liquidity Provider shall have any Maximum Commitment hereunder or the Borrower shall have any obligation to pay any amount to the Liquidity Provider hereunder, the Borrower will, unless the Liquidity Provider shall otherwise consent in writing:
(a) **Performance of This and Other Agreements.** Punctually pay or cause to be paid all amounts payable by it under this Agreement and the other Operative Agreements and observe and perform in all material respects the conditions, covenants and requirements applicable to it contained in this Agreement and the other Operative Agreements.

(b) **Reporting Requirements.** Furnish to the Liquidity Provider with reasonable promptness, such other information and data with respect to the transactions contemplated by the Operative Agreements as from time to time may be reasonably requested by the Liquidity Provider; and permit the Liquidity Provider, upon reasonable notice, to inspect the Borrower’s books and records with respect to such transactions and to meet with officers and employees of the Borrower to discuss such transactions.

(c) **Certain Operative Agreements.** Furnish to the Liquidity Provider with reasonable promptness, such Operative Agreements entered into after the date hereof as from time to time may be reasonably requested by the Liquidity Provider.

Section 5.02. **Negative Covenants of the Borrower.** So long as any Advance shall remain unpaid or the Liquidity Provider shall have any Maximum Commitment hereunder or the Borrower shall have any obligation to pay any amount to the Liquidity Provider hereunder, the Borrower will not appoint or permit or suffer to be appointed any successor Borrower without the prior written consent of the Liquidity Provider, which consent shall not be unreasonably withheld or delayed.

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**ARTICLE VI**

**LIQUIDITY EVENTS OF DEFAULT**

Section 6.01. **Liquidity Events of Default and Special Termination.** If (a) any Liquidity Event of Default has occurred and is continuing and (b) there is a Performing Note Deficiency, the Liquidity Provider may, in its discretion, deliver to the Borrower a Termination Notice, the effect of which shall be to cause (i) this Agreement to expire on the fifth Business Day after the date on which such Termination Notice is received by the Borrower, (ii) the Borrower to promptly request, and the Liquidity Provider to promptly make, a Final Advance in accordance with Section 2.02(d) hereof and Section 3.5(i) of the Intercreditor Agreement, (iii) all other outstanding Advances to be automatically converted into Final Advances for purposes of determining the Applicable Liquidity Rate for interest payable thereon, and (iv) subject to Sections 2.07 and 2.09 hereof, all Advances (including, without limitation, any Provider Advance and Applied Provider Advance), any accrued interest thereon and any other amounts outstanding hereunder to become immediately due and payable to the Liquidity Provider.

(b) If the aggregate Pool Balance of the Class A Certificates is greater than the aggregate outstanding principal amount of the Series A Equipment Notes (other than any Series A Equipment Notes previously sold or with respect to which the Aircraft related to such Series A Equipment Notes has been disposed of) at any time during the 18-month period prior to November 1, 2019 the Liquidity Provider may, in its discretion, deliver to the Borrower a Special Termination Notice, the effect of which shall be to cause (i) the obligation of the Liquidity Provider to make Advances hereunder to expire on the fifth Business Day after the date on which such Special Termination Notice is received by the Borrower, (ii) the Borrower to promptly request, and the Liquidity Provider to promptly make, a Special Termination Advance in accordance with Section 2.02(g) hereof and Section 3.5(k) of the Intercreditor Agreement, and (iii) subject to Sections 2.07 and 2.09 hereof, all Advances (including, without limitation, any Provider Advance and Applied Provider Advance), any accrued interest thereon and any other amounts outstanding hereunder to become immediately due and payable to the Liquidity Provider.

**ARTICLE VII**

**MISCELLANEOUS**
Section 7.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Liquidity Provider, and, in the case of an amendment or of a waiver by the Borrower, the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.02. Notices, Etc. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telecopier and mailed or delivered or sent by telecopier):

Borrower: U.S. BANK NATIONAL ASSOCIATION
1 Federal Street, 3rd Floor
Boston, MA 02110
Attention: Corporate Trust Administration
Ref.: Northwest 2007-1 EETC
Telephone: (617) 603-6566
Facsimile: (617) 603-6665

Liquidity Provider: Calyon acting through its New York branch
Address: Calyon Building
1301 Avenue of the Americas
New York, NY 10019
Attention: Jaikissoon Sanichar, Client Banking Services
Telephone: 212-261-7644
Fax: 917-849-5580

With a copy of any Notice of Borrowing to:

Calyon acting through its New York branch
Address: Calyon Building
1301 Avenue of the Americas
New York, NY 10019
Attention: Angel Naranjo, Transportation Group
Telephone: 212-261-7876
Fax: 212-261-7368

or, as to each of the foregoing, at such other address as shall be designated by such Person in a written notice to the others. All such notices and communications shall be effective (i) if given by telecopier, when transmitted to the telecopier number specified above, (ii) if given by mail, when deposited in the mails addressed as specified above, and (iii) if given by other means, when delivered at the address specified above, except that written notices to the Liquidity Provider pursuant to the provisions of Articles II and III hereof shall not be effective until received by the Liquidity Provider. A copy of all notices delivered hereunder to either party shall in addition be delivered to each of the parties to the Participation Agreements at their respective addresses set forth therein.

Section 7.03. No Waiver; Remedies. No failure on the part of the Liquidity Provider to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
Section 7.04. **Further Assurances.** The Borrower agrees to do such further acts and things and to execute and deliver to the Liquidity Provider such additional assignments, agreements, powers and instruments as the Liquidity Provider may reasonably require or deem advisable to carry into effect the purposes of this Agreement and the other Operative Agreements or to better assure and confirm unto the Liquidity Provider its rights, powers and remedies hereunder and under the other Operative Agreements.

Section 7.05. **Indemnification; Survival of Certain Provisions.** The Liquidity Provider shall be indemnified hereunder to the extent and in the manner described in Section 7(c) of the Participation Agreements. In addition, the Borrower agrees to indemnify, protect, defend and hold harmless the Liquidity Provider from, against and in respect of, and shall pay on demand, all Expenses of any kind or nature whatsoever (other than any Expenses of the nature described in Sections 3.01, 3.02 or 7.07 hereof or in the Fee Letter applicable to this Agreement (regardless of whether indemnified against pursuant to said Sections or in such Fee Letter)), that may be imposed, incurred by or asserted against any Liquidity Indemnitee, in any way relating to, resulting from, or arising out of or in connection with any action, suit or proceeding by any third party against such Liquidity Indemnitee and relating to this Agreement, the Fee Letter applicable to this Agreement, the Intercreditor Agreement or any Financing Agreement; provided, however, that the Borrower shall not be required to indemnify, protect, defend and hold harmless any Liquidity Indemnitee in respect of any Expense of such Liquidity Indemnitee to the extent such Expense is (i) attributable to the gross negligence or willful misconduct of such Liquidity Indemnitee or any other Liquidity Indemnitee, (ii) ordinary and usual operating overhead expense, or (iii) attributable to the failure by such Liquidity Indemnitee or any other Liquidity Indemnitee to perform or observe any agreement, covenant or condition on its part to be performed or observed in this Agreement, the Fee Letter applicable to this Agreement, the Intercreditor Agreement or any other Operative Agreement to which it is a party. The indemnities contained in Section 7(c) of the Participation Agreements, and the provisions of Sections 3.01, 3.02, 3.03, 3.09, 7.05 and 7.07 hereof, shall survive the termination of this Agreement.

Section 7.06. **Liability of the Liquidity Provider.** (a) Neither the Liquidity Provider nor any of its officers, employees, directors or Affiliates shall be liable or responsible for: (i) the use which may be made of the Advances or any acts or omissions of the Borrower or any beneficiary or transferee in connection therewith; (ii) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; or (iii) the making of Advances by the Liquidity Provider against delivery of a Notice of Borrowing and other documents which do not comply with the terms hereof; provided, however, that the Borrower shall have a claim against the Liquidity Provider, and the Liquidity Provider shall be liable to the Borrower, to the extent of any damages suffered by the Borrower which were the result of (A) the Liquidity Provider’s willful misconduct or negligence in determining whether documents presented hereunder comply with the terms hereof, or (B) any breach by the Liquidity Provider of any of the terms of this Agreement, including, but not limited to, the Liquidity Provider’s failure to make lawful payment hereunder after the delivery to it by the Borrower of a Notice of Borrowing strictly complying with the terms and conditions hereof. In no event, however, shall the Liquidity Provider be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings).

(b) Neither the Liquidity Provider nor any of its officers, employees, directors or affiliates shall be liable or responsible in any respect for (i) any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with this Agreement or any Notice of Borrowing delivered hereunder, or (ii) any action, inaction or omission which may be taken by it in good faith, absent willful misconduct or negligence (in which event the extent of the Liquidity Provider’s potential liability to the Borrower shall be limited as set forth in the immediately preceding paragraph), in connection with this Agreement or any Notice of Borrowing.

Section 7.07. **Costs, Expenses and Taxes.** The Borrower agrees to pay, or cause to be paid (A) on the Effective Date and on such later date or dates on which the Liquidity Provider shall make demand, all reasonable out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of outside counsel for the Liquidity Provider) of the Liquidity Provider in connection with the preparation, negotiation, execution, delivery, filing and recording of this Agreement, any other Operative Agreement and any other documents which may be delivered in connection with this Agreement and (B) on demand, all reasonable costs and expenses (including reasonable counsel fees and expenses) of the Liquidity Provider in connection with (i) the enforcement of this Agreement or any other
Section 7.08. Binding Effect; Participations. (a) This Agreement shall be binding upon and inure to the benefit of the Borrower and the Liquidity Provider and their respective successors and assigns, except that neither the Liquidity Provider (except as otherwise provided in this Section 7.08) nor (except as contemplated by Section 3.08) the Borrower shall have the right to assign its rights or obligations hereunder or any interest therein without the prior written consent of the other party, subject to the requirements of Section 7.08(b). The Liquidity Provider may grant participations herein or in any of its rights hereunder (including, without limitation, funded participations and participations in rights to receive interest payments hereunder) and under the other Operative Agreements to such Persons as the Liquidity Provider may in its sole discretion select (but excluding Northwest and any of its Affiliates), subject to the requirements of Section 7.08(b). No such granting of participations by the Liquidity Provider, however, will relieve the Liquidity Provider of its obligations hereunder. In connection with any participation or any proposed participation, the Liquidity Provider may disclose to the participant or the proposed participant any information that the Borrower is required to deliver or to disclose to the Liquidity Provider pursuant to this Agreement. The Borrower acknowledges and agrees that the Liquidity Provider’s source of funds may derive in part from its participants. Accordingly, references in this Agreement and the other Operative Agreements to determinations, reserve and capital adequacy requirements, increased costs, reduced receipts, additional amounts due pursuant to Section 3.03 and the like as they pertain to the Liquidity Provider shall be deemed also to include those of each of its participants (subject, in each case, to the maximum amount that would have been incurred by or attributable to the Liquidity Provider directly if the Liquidity Provider, rather than the participant, had held the interest participated).

(b) If, pursuant to subsection (a) above, the Liquidity Provider sells any participation in this Agreement to any bank or other entity (each, a “Transferee”) the Transferee shall not be entitled to receive any greater payment under Section 3.03 than the Liquidity Provider would have been entitled to receive with respect to the participation sold to such Transferee. A Transferee shall not be entitled to the benefits of Section 3.03 unless the Borrower is notified of the participation sold to such Transferee and such Transferee agrees, for the benefit of the Borrower, to comply with certification requirements of Section 3.03 as though it were the Liquidity Provider. Unless the Borrower has received forms or other documents reasonably satisfactory to it (and required by applicable law) indicating that payments hereunder are not subject to United States federal withholding tax, the Borrower will withhold taxes as required by law from such payments at the applicable statutory rate.

(c) Notwithstanding the other provisions of this Section 7.08, the Liquidity Provider may assign and pledge all or any portion of the Advances owing to it to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, provided that any payment in respect of such assigned Advances made by the Borrower to the Liquidity Provider in accordance with the terms of this Agreement shall satisfy the Borrower’s obligations hereunder in respect of such assigned Advance to the extent of such payment. No such assignment shall release the Liquidity Provider from its obligations hereunder.

Section 7.09. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7.11. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Immunity. (a) Each of the parties hereto hereby irrevocably and unconditionally: 

Please Consider the Environment Before Printing This Document
(i) submits for itself and its property in any legal action or proceeding relating to this Agreement or any other Operative Agreement, or for recognition and enforcement of any judgment in respect hereof or thereof, to the nonexclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and the appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form and mail), postage prepaid, to each party hereto at its address set forth in Section 7.02 hereof, or at such other address of which the Liquidity Provider shall have been notified pursuant thereto; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) THE BORROWER AND THE LIQUIDITY PROVIDER EACH HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED, including, without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. The Borrower and the Liquidity Provider each warrant and represent that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with such legal counsel. THIS WAIVER IS IRREVOCABLE, AND CANNOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

(c) The Liquidity Provider hereby waives any immunity it may have from the jurisdiction of the courts of the United States or of any state thereof and waives any immunity any of its properties located in the United States may have from attachment or execution upon a judgment entered by any such court under the United States Foreign Sovereign Immunities Act of 1976 or any similar successor legislation.

Section 7.12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 7.13. Entirety. This Agreement, the Intercreditor Agreement and the other Operative Agreements to which the Liquidity Provider is a party constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements of such parties.

Section 7.14. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.15. LIQUIDITY PROVIDER’S OBLIGATION TO MAKE ADVANCES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE OBLIGATIONS OF THE LIQUIDITY PROVIDER TO MAKE ADVANCES HEREUNDER, AND THE BORROWER’S RIGHTS TO DELIVER NOTICES OF BORROWING REQUESTING THE MAKING OF ADVANCES HEREUNDER, SHALL BE UNCONDITIONAL AND IRREVOCABLE, AND SHALL BE PAID OR PERFORMED, IN EACH CASE STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Section 7.16. Patriot Act. The Liquidity Provider hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), the Liquidity Provider is required to obtain, verify and record, and the Borrower shall provide to the Liquidity Provider upon request, information that identifies the Borrower, which
information includes the name and address of the Borrower and other information that will allow the Liquidity Provider to identify the Borrower in accordance with the Act.

Section 7.17. **Head Office Obligations.** The Liquidity Provider hereby acknowledges that, notwithstanding the place of booking or its jurisdiction of incorporation or organization, its obligations under this Agreement are the same in terms of recourse against it as if it had entered into this Agreement through its head office in Paris, France (the “Head Office”). Accordingly, any beneficiary of this Agreement will be able to proceed directly against the Head Office of the Liquidity Provider, if the Liquidity Provider, acting through its New York branch, defaults in its obligation to such beneficiary under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Subordination Agent, as agent and trustee for the Class A  
Trustee, as Borrower

By: /s/ John G. Correia  
Name: John G. Correia  
Title: Vice President

Calyon, acting through its New York branch,  
as Liquidity Provider

By: /s/ Yevgeniya Levitin  
Name: Yevgeniya Levitin  
Title: Director

By: /s/ Angel Naranjo  
Name: Angel Naranjo  
Title: Director

Signature Page to the Revolving Credit Agreement 2007-1A
The undersigned, a duly authorized signatory of the undersigned borrower (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1A) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

1. The Borrower is the Subordination Agent under the Intercreditor Agreement.
2. The Borrower is delivering this Notice of Borrowing for the making of an Interest Advance by the Liquidity Provider to be used, subject to clause (3)(v) below, for the payment of the interest on the Class A Certificates which was payable on [date], (the “Distribution Date”) in accordance with the terms and provisions of the Class A Trust Agreement and the Class A Certificates, which Advance is requested to be made on [date]. The Interest Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [___], reference [___].
3. The amount of the Interest Advance requested hereby (i) is $[___], to be applied in respect of the payment of the interest which was due and payable on the Class A Certificates on the Distribution Date, (ii) does not include any amount with respect to the payment of principal of, or premium on, the Class A Certificates or the Class B Certificates, or interest on the Class B Certificates, or additional certificates, if any (iii) was computed in accordance with the provisions of the Certificates, the Class A Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), (iv) does not exceed the Maximum Available Commitment on the date hereof, (v) does not include any amount of interest which was due and payable on the Class A Certificates on such Distribution Date but which remains unpaid due to the failure of the Depositary to pay any amount of accrued interest on the Deposits on such Distribution Date and (vi) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing.
4. Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will apply the same in accordance with the terms of Section 3.5(b) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

I-1

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, the making of the Interest Advance as requested by this Notice of Borrowing shall automatically reduce, subject to reinstatement in accordance with the terms of the Liquidity Agreement, the Maximum Available Commitment by an amount equal to the amount of the Interest Advance requested to be made hereby as set forth in clause (i) of paragraph (3) of this Notice of Borrowing and such reduction shall automatically result in corresponding reductions in the amounts available to be borrowed pursuant to a subsequent Advance.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the ___ day of ___.

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Borrower

By:

______________________________
Name:
Title:

SCHEDULE I TO INTEREST ADVANCE NOTICE OF BORROWING
NON-EXTENSION ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned subordination agent (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1A) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

(1) The Borrower is the Subordination Agent under the Intercreditor Agreement.

(2) The Borrower is delivering this Notice of Borrowing for the making of the Non-Extension Advance by the Liquidity Provider to be used for the funding of the Class A Cash Collateral Account in accordance with Section 3.5(d) of the Intercreditor Agreement, which Advance is requested to be made on , . The Non-Extension Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [ ], reference [ ].

(3) The amount of the Non-Extension Advance requested hereby (i) is $ , which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class A Cash Collateral Account in accordance with Section 3.5(d) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of the principal of, or premium on, the Class A Certificates, or principal of, or interest or premium on, the Class B Certificates, or additional certificates, if any (iii) was computed in accordance with the provisions of the Class A Certificates, the Class A Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing under the Liquidity Agreement.

(4) Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will deposit such amount in the Class A Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(d) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Non-Extension Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Non-Extension Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of .

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as
SCHEDULE I TO NON-EXTENSION ADVANCE NOTICE OF BORROWING

[Insert Copy of computations in accordance with Non-Extension Advance Notice of Borrowing]

DOWNGRADE ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned subordination agent (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1A) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

(1) The Borrower is the Subordination Agent under the Intercreditor Agreement.

(2) The Borrower is delivering this Notice of Borrowing for the making of the Downgrade Advance by the Liquidity Provider to be used for the funding of the Class A Cash Collateral Account in accordance with Section 3.5(c) of the Intercreditor Agreement by reason of the downgrading of the short-term unsecured debt rating of the Liquidity Provider issued by either Rating Agency below the Threshold Rating, which Advance is requested to be made on [date], reference [name of bank/wire instructions/ABA number]. The Downgrade Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [account number], reference [reference number].

(3) The amount of the Downgrade Advance requested hereby (i) is $ [amount], which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class A Cash Collateral Account in accordance with Section 3.5(c) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of the principal of, or premium on, the Class A Certificates, or principal of, or interest or premium on, the Class B Certificates or additional certificates (iii) was computed in accordance with the provisions of the Class A Certificates, the Class A Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing under the Liquidity Agreement.

(4) Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will deposit such amount in the Class A Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(c) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Downgrade Advance as requested by this Notice of Borrowing shall
automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Downgrade Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of , .

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Borrower

By: ____________________________
Name: __________________________ 
Title: ____________________________

III-2

SCHEDULE I TO DOWNGRADE ADVANCE NOTICE OF BORROWING

[Insert Copy of computations in accordance with Downgrade Advance Notice of Borrowing]

III-3

FINAL ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned borrower (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1A) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

(1) The Borrower is the Subordination Agent under the Intercreditor Agreement.

(2) The Borrower is delivering this Notice of Borrowing for the making of the Final Advance by the Liquidity Provider to be used for the funding of the Class A Cash Collateral Account in accordance with Section 3.5(i) of the Intercreditor Agreement by reason of the receipt by the Borrower of a Termination Notice from the Liquidity Provider with respect to the Liquidity Agreement, which Advance is requested to be made on , . The Final Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [ ], reference [ ].

(3) The amount of the Final Advance requested hereby (i) is $ , which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class A Cash Collateral Account in accordance with Section 3.5(i) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of principal of, or premium on, the Class A Certificates, or principal of, or interest or premium on, the Class B Certificates or additional certificates, if any, (iii) was computed in accordance with the provisions of the Class A
Certificates, the Class A Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing.

(4) Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will deposit such amount in the Class A Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(i) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

IV-1

(5) The Borrower hereby requests that the Advance requested hereby be a Base Rate Advance [and that such Base Rate Advance be converted into a LIBOR Advance on the third Business Day following your receipt of this notice](1).

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Final Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Final Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of .

U.S. BANK NATIONAL ASSOCIATION,

not in its individual capacity but solely as Subordination Agent, as Borrower

By: ________________________________________________________________________________

Name: ____________________________ Title: ____________________________

(1) Bracketed language may be included at Borrower’s option.

IV-2

SCHEDULE I TO FINAL ADVANCE NOTICE OF BORROWING

[Insert Copy of Computations in accordance with Final Advance Notice of Borrowing]

IV-3

Annex V to Revolving Credit Agreement

NOTICE OF TERMINATION

[Date]
U.S. Bank National Association,
as Subordination Agent, as Borrower
1 Federal Street, 3rd Floor
Boston, MA 02110

Attention: Corporate Trust Administration

Revolving Credit Agreement (2007-1A) dated as of October 10, 2007, between State Street Bank and Trust Company, as Subordination Agent, as Borrower, and CALYON, acting through its New York branch (the “Liquidity Agreement”)

Ladies and Gentlemen:

You are hereby notified that pursuant to Section 6.01 of the Liquidity Agreement, by reason of the occurrence of a Liquidity Event of Default and the existence of a Performing Note Deficiency (each as defined therein), we are giving this notice to you in order to cause (i) our obligations to make Advances (as defined therein) under such Liquidity Agreement to terminate on the fifth Business Day after the date on which you receive this notice and (ii) you to request a Final Advance under the Liquidity Agreement pursuant to Section 3.5(i) of the Intercreditor Agreement (as defined in the Liquidity Agreement) as a consequence of your receipt of this notice.

V-1

THIS NOTICE IS THE “NOTICE OF TERMINATION” PROVIDED FOR UNDER THE LIQUIDITY AGREEMENT. OUR OBLIGATIONS TO MAKE ADVANCES UNDER THE LIQUIDITY AGREEMENT WILL TERMINATE ON THE FIFTH BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE THIS NOTICE.

Very truly yours,

CALYON, acting through its New York branch,
as Liquidity Provider

By: ________________________________
   Name:
   Title:

cc: U.S. Bank Trust
   National Association,
as Class A Trustee

V-2
Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to:

____________________________________
[Name of Transferee]

____________________________________
[Address of Transferee]

all rights and obligations of the undersigned as Borrower under the Liquidity Agreement referred to above. The transferee has succeeded the undersigned as Subordination Agent under the Intercreditor Agreement referred to in the first paragraph of the Liquidity Agreement, pursuant to the terms of Section 8.1 of the Intercreditor Agreement.

By this transfer, all rights of the undersigned as Borrower under the Liquidity Agreement are transferred to the transferee and the transferee shall hereafter have the sole rights and obligations as Borrower thereunder. The undersigned shall pay any costs and expenses of such transfer, including, but not limited to, transfer taxes or governmental charges.

VI-1

We ask that this transfer be effective as of ______.

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Agent and Trustee for Northwest Air Lines Pass Through Trust 2007-1A, as Borrower

By: _________________________________
   Name:
   Title:

VI-2

Annex VII to Revolving Credit Agreement

SPECIAL TERMINATION ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned borrower (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement, dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”); the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:
The Borrower is the Subordination Agent under the Intercreditor Agreement.

The Borrower is delivering this Notice of Borrowing for the making of the Special Termination Advance by the Liquidity Provider to be used for the funding of the Class A Cash Collateral Account in accordance with Section 3.5(k) of the Intercreditor Agreement by reason of the receipt by the Borrower of a Special Termination Notice from the Liquidity Provider with respect to the Liquidity Agreement, which Advance is requested to be made on .

The amount of the Special Termination Advance requested hereby (i) is $ , which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class A Cash Collateral Account in accordance with Section 3.5(k) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of principal of, or premium on, the Class A Certificates, the Class B Certificates, or interest on the Class B Certificates, (iii) was computed in accordance with the provisions of the Class A Certificates, the Class A Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing.

Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower shall deposit such amount in the Class A Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(k) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Special Termination Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Special Termination Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of , .

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Agent and Trustee for Northwest Airlines Pass Through Trust 2007-1A, as Borrower

By: ________________________________
   Name: ____________________________
   Title: ____________________________

SCHEDULE I TO SPECIAL TERMINATION ADVANCE NOTICE OF BORROWING

[Insert Copy of Computations in accordance with Special Termination Advance Notice of Borrowing]
NOTICE OF SPECIAL TERMINATION

[Date]

U.S. Bank National Association
1 Federal Street, 3rd Floor
Boston, MA 02210

Attention: Corporate Trust Administration

Re: Revolving Credit Agreement, dated as of October 10, 2007 between U.S. Bank National Association, as Subordination Agent, as agent and trustee for the Northwest Airlines 2007-1A Pass Through Trust, as Borrower, and CALYON, acting through its New York branch (the “Liquidity Agreement”)

Ladies and Gentlemen:

You are hereby notified that pursuant to Section 6.01(b) of the Liquidity Agreement, by reason of the aggregate Pool Balance of the Class A Certificates exceeding the aggregate outstanding principal amount of the Series A Equipment Notes (other than any Series A Equipment Notes previously sold or with respect to which the Aircraft related to such Series A Equipment Notes has been disposed of) during the 18-month period prior to [ ], we are giving this notice to you in order to cause (i) our obligations to make Advances (as defined therein) under such Liquidity Agreement to terminate on the fifth Business Day after the date on which you receive this notice and (ii) you to request a Special Termination Advance under the Liquidity Agreement pursuant to Section 3.5(k) of the Intercreditor Agreement (as defined in the Liquidity Agreement) as a consequence of your receipt of this notice.

VIII-1

THIS NOTICE IS THE “NOTICE OF SPECIAL TERMINATION” PROVIDED FOR UNDER THE LIQUIDITY AGREEMENT. OUR OBLIGATIONS TO MAKE ADVANCES UNDER THE LIQUIDITY AGREEMENT SHALL TERMINATE ON THE FIFTH BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE THIS NOTICE.

Very truly yours,

CALYON, acting through its New York branch,
as Liquidity Provider

By:  
Name:  
Title:  

By:  
Name:  
Title:  

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Please Consider the Environment Before Printing This Document
cc: U.S. Bank Trust National Association, as Trustee

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Subordination Agent, as Borrower

By: ________________________________

Name:
Title:

VIII-2
REVOLVING CREDIT AGREEMENT
(2007-1B)

Dated as of October 10, 2007

between

U.S. BANK NATIONAL ASSOCIATION

as Subordination Agent,

as Borrower

and

CALYON, acting through its New York branch, as Liquidity Provider

Relating to

Northwest Airlines Pass Through Trust 2007-1B
8.028% Northwest Airlines Pass Through Certificates,
Series 2007-1B

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Please Consider the Environment Before Printing This Document
REVOLVING CREDIT AGREEMENT (2007-1B)

This REVOLVING CREDIT AGREEMENT (2007-1B) dated as of October 10, 2007, between U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as Subordination Agent under the Intercreditor Agreement (each as defined below), as agent and trustee for the Class B Trust (as defined below) (the “Borrower”), and CALYON, a société anonyme organized under the laws of France (the “Liquidity Provider”), acting through its New York Branch.

WHEREAS, pursuant to the Class B Trust Agreement (such term and all other capitalized terms used in these recitals having the meanings set forth or referred to in Section 1.01), the Class B Trust is issuing the Class B Certificates; and

WHEREAS, the Borrower, in order to support the timely payment of a portion of the interest on the Class B Certificates in accordance with their terms, has requested the Liquidity Provider to enter into this Agreement, providing in part for the Borrower to request in specified circumstances that Advances be made hereunder.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. (a) Definitions. As used in this Agreement and unless otherwise expressly indicated, or unless the context clearly requires otherwise, the following capitalized terms shall have the following respective meanings for all purposes of this Agreement:

“Advance” means an Interest Advance, a Final Advance, a Provider Advance, an Applied Provider Advance, a Special Termination Advance, an Applied Special Termination Advance or an Unpaid Advance, as the case may be.

“Applicable Liquidity Rate” has the meaning assigned to such term in Section 3.07(g).

“Applicable Margin” means (a) 1.00%, or (b) with respect to any (i) Unapplied Special Termination Advance or (ii) Unapplied Provider Advance, the rates per annum specified in the Fee Letter applicable to this Agreement.

“Applied Downgrade Advance” has the meaning assigned to such term in Section 2.06(a).

“Applied Non-Extension Advance” has the meaning assigned to such term in Section 2.06(a).
“Applied Provider Advance” has the meaning assigned to such term in Section 2.06(a).

“Applied Provider Advance Replenishment Amount” has the meaning assigned to such term in Section 2.06(b).

“Applied Special Termination Advance” has the meaning assigned to such term in Section 2.05.

“Applied Special Termination Advance Replenishment Amount” has the meaning assigned to such term in Section 2.06(c).

“Base Rate” means a fluctuating interest rate per annum in effect from time to time, which rate per annum is at all times equal to (a) the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Liquidity Provider from three Federal funds brokers of recognized standing selected by the Liquidity Provider, plus (b) one quarter of one percent (0.25%) per annum.

“Base Rate Advance” means an Advance that bears interest at a rate based upon the Base Rate.

“Borrower” has the meaning assigned to such term in the recital of parties to this Agreement.

“Borrowing” means the making of Advances requested by delivery of a Notice of Borrowing.

“Business Day” means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in New York, New York, Minneapolis, Minnesota, Wilmington, Delaware or Boston, Massachusetts, or, so long as any Class B Certificate is outstanding, the city and state in which the Class B Trustee, the Borrower or any Loan Trustee maintains its Corporate Trust Office or receives or disburses funds, and, if the applicable Business Day relates to any Advance or other amount bearing interest based on the LIBOR Rate, on which dealings are carried on in the London interbank market.

“Consent Notice” has the meaning assigned to such term in Section 2.10.

“Consent Period” has the meaning assigned to such term in Section 2.10.

“Delivery Period” means the period from the date hereof through March 31, 2009.

“Deposit Agreement” means the Deposit Agreement, dated October 10, 2007, between Citibank, N.A., as Escrow Agent and Credit Suisse, New York Branch, as Depositary, pertaining to the Class B Certificates, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

“Depositary” has the meaning assigned to such term in the Deposit Agreement.

“Deposits” has the meaning assigned to such terms in the Deposit Agreement.

“Downgrade Advance” means an Advance made pursuant to Section 2.02(c).
“Downgrade Event” means a downgrading of the Liquidity Provider’s short-term unsecured debt rating issued by either Rating Agency below the applicable Threshold Rating unless each Rating Agency shall have confirmed in writing on or prior to the date of such downgrading that such downgrading will not result in the downgrading, withdrawal or suspension of the ratings of the Class B Certificates, in which case, such downgrading of the Liquidity Provider’s short-term unsecured debt rating shall not constitute a Downgrade Event.

“Effective Date” has the meaning specified in Section 4.01. The delivery of the certificate of the Liquidity Provider contemplated by Section 4.01(e) shall be conclusive evidence that the Effective Date has occurred.

“Excluded Taxes” means (i) Taxes imposed on the overall net income of the Liquidity Provider and (ii) Excluded Withholding Taxes.

“Excluded Withholding Taxes” means (i) withholding Taxes imposed by the United States except to the extent that such United States withholding Taxes are imposed or increased as a result of any change in applicable law (excluding from “change in applicable law” for this purpose, a change in an applicable treaty or other change in law affecting the applicability of a treaty) after the date hereof, or in the case of a successor Liquidity Provider (including a transferee of an Advance) or Lending Office, after the date on which such successor Liquidity Provider obtains its interest or on which the Lending Office is changed, and (ii) any withholding Taxes imposed by the United States which are imposed or increased as a result of the Liquidity Provider failing to deliver to the Borrower any certificate or document described in Section 3.03 hereof and each other certificate or document reasonably requested by the Borrower (which certificate or document in the good faith judgment of the Liquidity Provider it is legally entitled to provide) to establish that payments under this Agreement are exempt from (or entitled to a reduced rate of) withholding Tax.

“Expenses” means liabilities, obligations, damages, settlements, penalties, claims, actions, suits, costs, expenses, and disbursements (including, without limitation, reasonable fees and disbursements of legal counsel and costs of investigation), provided that Expenses shall not include any Taxes.

“Expiry Date” means October 9, 2008, initially, or any date to which the Expiry Date is extended pursuant to Section 2.10.

“Extension Notice” has the meaning assigned to such term in Section 2.10.

“Fee Letters” means, collectively, (i) the Fee Letter dated as of the date hereof between the Liquidity Provider and the Subordination Agent with respect to the initial Class A Liquidity Facility and Class B Liquidity Facility and (ii) any fee letter entered into between the Subordination Agent and any Replacement Liquidity Provider in respect of such Liquidity Facilities.

“Final Advance” means an Advance made pursuant to Section 2.02(d).

“Intercreditor Agreement” means the Intercreditor Agreement dated the date hereof, among the Trustees, the Liquidity Provider, the liquidity provider under the other Liquidity Facility (other than this Agreement) and the Subordination Agent, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Interest Advance” means an Advance made pursuant to Section 2.02(a).

“Interest Period” means, with respect to any LIBOR Advance, each of the following periods:

(i) the period beginning on the third Business Day following either (a) the Liquidity Provider’s receipt of the Notice of Borrowing for such LIBOR Advance or (b) the withdrawal of funds from the Class B Cash Collateral Account for the purpose of paying interest on the Class B Certificates as contemplated by Section 2.06(a) hereof and, in either case, ending on the next Regular Distribution Date; and
(ii) each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the next Regular Distribution Date;

provided, however, that (I) if an Unapplied Provider Advance or Unapplied Special Termination Advance which is a LIBOR Advance becomes an Applied Provider Advance or Applied Special Termination Advance, as the case may be, the Interest Period then applicable to such Unapplied Provider Advance or Unapplied Special Termination Advance shall be applicable to such Applied Provider Advance or Applied Special Termination Advance, as the case may be, and (II) if (x) the Final Advance shall have been made, or (y) other outstanding Advances shall have been converted into the Final Advance, then the Interest Periods shall be successive periods of one month beginning on the third Business Day following the Liquidity Provider’s receipt of the Notice of Borrowing for such Final Advance (in the case of clause (x) above) or the last day of the Interest Period then applicable to such outstanding Advances (in the case of clause (y) above).

“Lending Office” means the office of the Liquidity Provider presently located in New York, New York, or such other lending office as the Liquidity Provider from time to time shall notify the Borrower as its lending office hereunder.

“LIBOR Advance” means an Advance bearing interest at a rate based upon the LIBOR Rate.

“LIBOR Rate” means, with respect to any Interest Period, (i) the rate per annum appearing on display page 3750 (British Bankers Association–LIBOR) of the Dow Jones Markets Service (or any successor or substitute therefor) at approximately 11:00 A.M. (London time) two Business Days before the first day of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period, or (ii) if the rate calculated pursuant to clause (i) above is not available, the average (rounded upwards, if necessary, to the next 1/16 of 1%) of the rates per annum at which deposits in dollars are offered for the relevant Interest Period by three banks of recognized standing selected by the Liquidity Provider in the London interbank market at approximately 11:00 A.M. (London time) two Business Days before the first day of such Interest Period in an amount approximately equal to the principal amount of the LIBOR Advance to which such Interest Period is to apply and for a period comparable to such Interest Period.

“Liquidity Event of Default” means the occurrence of the following: (i) all of the Equipment Notes shall have been either declared to be immediately due and payable or shall not have been paid at their final maturity; provided that, if an acceleration of the Equipment Notes occurs during the Delivery Period, a Liquidity Event of Default shall occur only if the aggregate principal amount of the Equipment Notes exceeds $200 million, or (ii) a Northwest Bankruptcy Event.

“Liquidity Indemnitee” means (i) the Liquidity Provider, (ii) the directors, officers, employees and agents of the Liquidity Provider, and (iii) the successors and permitted assigns of the persons described in clauses (i) and (iii), inclusive.

“Liquidity Provider” has the meaning assigned to such term in the recital of parties to this Agreement.

“Maximum Available Commitment” shall mean, subject to the proviso contained in the third sentence of Section 2.02(a), at any time of determination, (a) the Maximum Commitment at such time less (b) the aggregate amount of each Interest Advance outstanding at such time; provided that following a Provider Advance, a Special Termination Advance or a Final Advance, the Maximum Available Commitment shall be zero.

“Maximum Commitment” means initially $13,950,054.90, as such amount may be reduced from time to time in accordance with Section 2.04.

“Non-Excluded Tax” has the meaning specified in Section 3.03(a).

“Non-Extension Advance” means an Advance made pursuant to Section 2.02(b).
“Notice of Borrowing” has the meaning specified in Section 2.02(e).

“Notice of Replacement Subordination Agent” has the meaning specified in Section 3.08.

“Performing Note Deficiency” means any time that less than 65% of the then aggregate outstanding principal amount of all Equipment Notes are Performing Equipment Notes.

“Prospectus Supplement” means the Prospectus Supplement dated October 2, 2007, relating to the Class A Certificates and the Class B Certificates, as such Prospectus Supplement may be amended or supplemented.

“Provider Advance” means a Downgrade Advance or a Non-Extension Advance.

“Required Amount” means, for any day, the sum of the aggregate amount of interest, calculated at the rate per annum equal to the Stated Interest Rate for the Class B Certificates, that would be payable on the Class B Certificates on each of the three successive semiannual Regular Distribution Dates immediately following such day or, if such day is a Regular Distribution Date, on such day and the succeeding two semiannual Regular Distribution Dates, in each case calculated on the basis of the Pool Balance of the Class B Certificates on such day and without regard to expected future payments of principal on the Class B Certificates.

“Special Termination Advance” means an Advance made pursuant to Section 2.02(g).

“Special Termination Notice” means the Notice of Termination substantially in the form of Annex VIII to this Agreement.

“Termination Date” means the earliest to occur of the following: (i) the Expiry Date; (ii) the date on which the Borrower delivers to the Liquidity Provider a certificate, signed by a Responsible Officer of the Borrower, certifying that all of the Class B Certificates have been paid in full (or provision has been made for such payment in accordance with the Intercreditor Agreement and the Trust Agreements) or are otherwise no longer entitled to the benefits of this Agreement; (iii) the date on which the Borrower delivers to the Liquidity Provider a certificate, signed by a Responsible Officer of the Borrower, certifying that a Replacement Liquidity Facility has been substituted for this Agreement in full pursuant to Section 3.5(e) of the Intercreditor Agreement; (iv) the fifth Business Day following the receipt by the Borrower of a Termination Notice or Special Termination Notice from the Liquidity Provider pursuant to Section 6.01 hereof; and (v) the date on which no Advance is or may (including by reason of reinstatement as herein provided) become available for a Borrowing hereunder.

“Termination Notice” means the Notice of Termination substantially in the form of Annex V to this Agreement.

“Transferee” has the meaning assigned to such term in Section 7.08(b).

“Unapplied Downgrade Advance” means any Downgrade Advance other than an Applied Downgrade Advance.

“Unapplied Non-Extension Advance” means any Non-Extension Advance other than an Applied Non-Extension Advance.

“Unapplied Provider Advance” means any Provider Advance other than an Applied Provider Advance.

“Unapplied Special Termination Advance” means any Special Termination Advance other than an Applied Special Termination Advance.
“Unpaid Advance” has the meaning assigned to such term in Section 2.05.

“Withdrawal Notice” has the meaning assigned to such term in Section 2.10.

(b) Terms Defined in the Intercreditor Agreement. For all purposes of this Agreement, the following terms shall have the respective meanings assigned to such terms in the Intercreditor Agreement:


ARTICLE II

AMOUNT AND TERMS OF THE COMMITMENT

Section 2.01. The Advances. The Liquidity Provider hereby irrevocably agrees, on the terms and conditions hereinafter set forth, to make Advances to the Borrower from time to time on any Business Day during the period from the Effective Date until 1:00 P.M. (New York City time) on the Expiry Date (unless the obligations of the Liquidity Provider shall be earlier terminated in accordance with the terms of Section 2.04(b)) in an aggregate amount at any time outstanding not to exceed the Maximum Commitment.

Section 2.02. Making the Advances. (a) Interest Advances shall be made in one or more Borrowings by delivery to the Liquidity Provider of one or more written and completed Notices of Borrowing in substantially the form of Annex I attached hereto, signed by a Responsible Officer of the Borrower, in an amount not exceeding the Maximum Available Commitment at such time and shall be used solely for the payment when due of interest on the Class B Certificates at the Stated Interest Rate therefor in accordance with Section 3.5(a) of the Intercreditor Agreement. Each Interest Advance made hereunder shall automatically reduce the Maximum Available Commitment and the amount available to be borrowed hereunder by subsequent Advances by the amount of such Interest Advance (subject to reinstatement as provided in the next sentence). Upon repayment to the Liquidity Provider in full of the amount of any Interest Advance made pursuant to this Section 2.02(a), together with accrued interest thereon (as provided herein), the Maximum Available Commitment shall be reinstated by the amount of such repaid Interest Advance, but not to exceed the Maximum Commitment; provided, however, that the Maximum Available Commitment shall not be so reinstated at any time if (i) a Liquidity Event of Default shall have occurred and be continuing and (ii) there is a Performing Note Deficiency.

(b) A Non-Extension Advance shall be made in a single Borrowing if this Agreement is not extended in accordance with Section 3.5(d) of the Intercreditor Agreement (unless a Replacement Liquidity Facility to replace this Agreement shall have been delivered to the Borrower as contemplated by said Section 3.5(d) within the time period specified in such Section) by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex II attached hereto, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at such time, and shall be used to fund the Class B Cash Collateral Account in accordance with said Section 3.5(d) and Section 3.5(f) of the Intercreditor Agreement.

(c) A Downgrade Advance shall be made in a single Borrowing upon the occurrence of a Downgrade Event (as provided for in Section 3.5(c) of the Intercreditor Agreement) unless a Replacement Liquidity Facility to replace this Agreement shall have been previously delivered to the Borrower in accordance with said Section 3.5(c), by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex III attached hereto, signed by a Responsible Officer of the Borrower, in an
amount equal to the Maximum Available Commitment at the time of such borrowing, and shall be used to fund the Class B Cash Collateral Account in accordance with said Section 3.5(c) and Section 3.5(f) of the Intercreditor Agreement.

(d) A Final Advance shall be made in a single Borrowing upon the receipt by the Borrower of a Termination Notice from the Liquidity Provider pursuant to Section 6.01 hereof by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex IV attached hereto, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at such time, and shall be to fund the Class B Cash Collateral Account in accordance with Section 3.5(i) and Section 3.5(f) of the Intercreditor Agreement.

(e) Each Borrowing shall be made on notice in writing (a “Notice of Borrowing”) in substantially the form required by Section 2.02(a), 2.02(b), 2.02(c), 2.02(d) or 2.02(g), as the case may be, given by the Borrower to the Liquidity Provider. If a Notice of Borrowing is delivered by the Borrower in respect of any Borrowing no later than 1:00 p.m. (New York City time) on a Business Day, upon satisfaction of the conditions precedent set forth in Section 4.02 with respect to a requested Borrowing, the Liquidity Provider shall make available to the Borrower, in accordance with its payment instructions, the amount of such Borrowing in U.S. dollars and immediately available funds, before 4:00 p.m. (New York City time) on such Business Day or on such later Business Day specified in such Notice of Borrowing. If a Notice of Borrowing is delivered by the Borrower in respect of any Borrowing after 1:00 p.m. (New York City time) on a Business Day, upon satisfaction of the conditions precedent set forth in Section 4.02 with respect to a requested Borrowing, the Liquidity Provider shall make available to the Borrower, in accordance with its payment instructions, the amount of such Borrowing in U.S. dollars and immediately available funds, before 12:00 Noon (New York City time) on the first Business Day next following the day of receipt of such Notice of Borrowing or on such later Business Day specified by the Borrower in such Notice of Borrowing. Payments of proceeds of a Borrowing shall be made by wire transfer of immediately available funds to the Borrower in accordance with such wire transfer instructions as the Borrower shall furnish from time to time to the Liquidity Provider for such purpose. Each Notice of Borrowing shall be irrevocable and binding on the Borrower. Each Notice of Borrowing shall be effective upon delivery of a copy thereof to the Liquidity Provider’s New York Branch at the address specified in Section 7.02 hereof.

(f) Upon the making of any Advance requested pursuant to a Notice of Borrowing, in accordance with the Borrower’s payment instructions, the Liquidity Provider shall be fully discharged of its obligation hereunder with respect to such Notice of Borrowing, and the Liquidity Provider shall not thereafter be obligated to make any further Advances hereunder in respect of such Notice of Borrowing to the Borrower or to any other Person. If the Liquidity Provider makes an Advance requested pursuant to a Notice of Borrowing before 12:00 Noon (New York City time) on the second Business Day after the date of payment specified in said Section 2.02(e), the Liquidity Provider shall have fully discharged its obligations hereunder with respect to such Advance and an event of default shall not have occurred hereunder. Following the making of any Advance pursuant to Section 2.02(b), (c), (d) or (g) hereof to fund the Class B Cash Collateral Account, the Liquidity Provider shall have no interest in or rights to the Class B Cash Collateral Account, the funds constituting such Advance or any other amounts from time to time on deposit in the Class B Cash Collateral Account; provided that the foregoing shall not affect or impair the obligations of the Subordination Agent to make the distributions contemplated by Section 3.5(e) or (f) of the Intercreditor Agreement and provided further, that the foregoing shall not affect or impair the rights of the Liquidity Provider to provide written instructions with respect to the investment and reinvestment of amounts in the Cash Collateral Accounts to the extent provided in Section 2.2(b) of the Intercreditor Agreement. By paying to the Borrower proceeds of Advances requested by the Borrower in accordance with the provisions of this Agreement, the Liquidity Provider makes no representation as to, and assumes no responsibility for, the correctness or sufficiency for any purpose of the amount of the Advances so made and requested.

(g) A Special Termination Advance shall be made in a single Borrowing upon the receipt by the Borrower of a Special Termination Notice from the Liquidity Provider pursuant to Section 6.01(b), by delivery to the Liquidity Provider of a written and completed Notice of Borrowing in substantially the form of Annex VII, signed by a Responsible Officer of the Borrower, in an amount equal to the Maximum Available Commitment at such time, and shall be
Section 2.03. Fees. The Borrower agrees to pay to the Liquidity Provider the fees set forth in the Fee Letter applicable to this Agreement.

Section 2.04. Reduction or Termination of the Maximum Commitment.

(a) Automatic Reduction. Promptly following each date on which the Required Amount is reduced as a result of a reduction in the Pool Balance of the Class B Certificates or otherwise, the Maximum Commitment shall automatically be reduced to an amount equal to such reduced Required Amount (as calculated by the Borrower). The Borrower shall give notice of any such automatic reduction of the Maximum Commitment to the Liquidity Provider within two Business Days thereof. The failure by the Borrower to furnish any such notice shall not affect such automatic reduction of the Maximum Commitment.

(b) Termination. Upon the making of any Provider Advance or the Special Termination Advance, or the making of or conversion to Final Advance hereunder or the occurrence of the Termination Date, the obligation of the Liquidity Provider to make further Advances hereunder shall automatically and irrevocably terminate, and the Borrower shall not be entitled to request any further Borrowing hereunder.

Section 2.05. Repayments of Interest Advances, the Special Termination Advance or the Final Advance. Subject to Sections 2.06, 2.07 and 2.09 hereof, the Borrower hereby agrees, without notice of an Advance or demand for repayment from the Liquidity Provider (which notice and demand are hereby waived by the Borrower), to pay, or to cause to be paid, to the Liquidity Provider on each date on which the Liquidity Provider shall make an Interest Advance, the Special Termination Advance or the Final Advance, an amount equal to (a) the amount of such Advance (any such Advance, until repaid, is referred to herein as an “Unpaid Advance”), plus (b) interest on the amount of each such Unpaid Advance as provided in Section 3.07 hereof; provided that if (i) the Liquidity Provider shall make a Provider Advance at any time after making one or more Interest Advances which shall not have been repaid in accordance with this Section 2.05 or (ii) this Liquidity Facility shall become a Downgraded Facility or Non-Extended Facility at any time when unreimbursed Interest Advances have reduced the Maximum Available Commitment to zero, then such Interest Advances shall cease to constitute Unpaid Advances and shall be deemed to have been changed into an Applied Downgrade Advance or an Applied Non-Extension Advance, as the case may be, for all purposes of this Agreement (including, without limitation, for the purpose of determining when such Interest Advance is required to be repaid to the Liquidity Provider in accordance with Section 2.06 and for the purposes of Section 2.06(b)); provided, further, that amounts in respect of a Special Termination Advance withdrawn from the Class B Cash Collateral Account for the purpose of paying interest on the Class B Certificates in accordance with Section 3.5(f) of the Intercreditor Agreement (the amount of any such withdrawal being an “Applied Special Termination Advance”) shall thereafter (subject to Section 2.06(b)) be treated as an Interest Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon; and provided further, that if, following the making of a Special Termination Advance, the Liquidity Provider delivers a Termination Notice to the Borrower pursuant to Section 6.01 hereof, such Special Termination Advance shall thereafter be converted to and treated as a Final Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon and the obligation for repayment thereof and as an Applied Special Termination Advance for the purposes of Section 2.06(c) of the Intercreditor Agreement. The Borrower and the Liquidity Provider agree that the repayment in full of each Interest Advance, Special Termination Advance and Final Advance on the date such Advance is made is intended to be a contemporaneous exchange for new value given to the Borrower by the Liquidity Provider.

Section 2.06. Repayments of Provider Advances. (a) Amounts advanced hereunder in respect of a Provider Advance shall be deposited in the Class B Cash Collateral Account, invested and withdrawn from the Class B Cash Collateral Account as set forth in Sections 3.5(c), (d), (e) and (f) of the Intercreditor Agreement. The Borrower agrees to pay to the Liquidity Provider, on each Regular Distribution Date, commencing on the first Regular Distribution Date after the making of a Provider Advance, interest on the principal amount of any such Provider Advance as provided in Section 3.07; provided, however, that amounts in respect of a Provider Advance withdrawn from the Class B Cash Collateral Account for the purpose of paying interest on the Class B Certificates in accordance with Section 3.5(f) of the Intercreditor Agreement (the amount of any such withdrawal being (y) in the case of a Downgrade Advance, an “Applied Downgrade Advance” and (z) in the case of a Non-Extension Advance, an “Applied Non-Extension Advance” and, together with an Applied Downgrade Advance, an “Applied Provider Advance”) shall thereafter (subject to Section 2.06(b)) be treated as an Interest Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon; provided further, however, that if, following the making of a Provider Advance, the Liquidity Provider delivers a Termination Notice to the Borrower pursuant to Section 6.01 hereof, such Provider Advance shall thereafter be treated as a Final Advance under this Agreement for purposes of determining the Applicable Liquidity Rate for interest payable thereon.
Rate for interest payable thereon and the obligation for repayment thereof and as an Applied Downgrade Advance or Applied Non-Extension Advance, as the case may be, for the purposes of Section 2.6(c) of the Intercreditor Agreement. Subject to Sections 2.07 and 2.09 hereof, immediately upon the withdrawal of any amounts from the Class B Cash Collateral Account on account of a reduction in the Required Amount, the Borrower shall repay to the Liquidity Provider a portion of the Provider Advances in a principal amount equal to such reduction, plus interest on the principal amount prepaid as provided in Section 3.07 hereof.

(b) At any time when an Applied Provider Advance (or any portion thereof) is outstanding, upon the deposit in the Class B Cash Collateral Account of any amount pursuant to clause “fourth” of Section 3.2 of the Intercreditor Agreement (any such amount being a “Applied Provider Advance Replenishment Amount”) for the purpose of replenishing or increasing the balance thereof up to the Required Amount at such time, (i) the aggregate outstanding principal amount of all Applied Provider Advances (and of Provider Advances treated as an Interest Advance for purposes of determining the Applicable Liquidity Rate for interest payable thereon) shall be automatically reduced by the amount of such Applied Provider Advance Replenishment Amount and (ii) the aggregate outstanding principal amount of all Unapplied Provider Advances shall be automatically increased by the amount of such Applied Provider Advance Replenishment Amount.

(c) At any time when an Applied Special Termination Advance (or any portion thereof) is outstanding, upon the deposit in the Class B Cash Collateral Account of any amount pursuant to clause “fourth” of Section 3.2 of the Intercreditor Agreement (any such amount being an “Applied Special Termination Advance Replenishment Amount”) for the purpose of replenishing or increasing the balance thereof up to the Required Amount at such time, (i) the aggregate outstanding principal amount of all Applied Special Termination Advances (and of Special Termination Advances treated as an Interest Advance for purposes of determining the Applicable Liquidity Rate for interest payable thereon) shall be automatically reduced by the amount of such Applied Special Termination Advance Replenishment Amount and (ii) the aggregate outstanding principal amount of all Unapplied Special Termination Advances shall be automatically increased by the amount of such Applied Special Termination Advance Replenishment Amount.

(d) Upon the provision of a Replacement Liquidity Facility in replacement of this Agreement in accordance with Section 3.5(e) of the Intercreditor Agreement, amounts remaining on deposit in the Class B Cash Collateral Account after giving effect to any Applied Provider Advance or Applied Special Termination Advance on the date of such replacement shall be reimbursed to the Liquidity Provider, but only to the extent such amounts are necessary to repay in full to the Liquidity Provider all amounts owing to it hereunder.

Section 2.07. Payments to the Liquidity Provider Under the Intercreditor Agreement. In order to provide for payment or repayment to the Liquidity Provider of any amounts hereunder, the Intercreditor Agreement provides that amounts available and referred to in Articles II and III of the Intercreditor Agreement, to the extent payable to the Liquidity Provider pursuant to the terms of the Intercreditor Agreement (including, without limitation, Section 3.5(f) of the Intercreditor Agreement), shall be paid to the Liquidity Provider in accordance with the terms thereof. Amounts so paid to the Liquidity Provider shall be applied by the Liquidity Provider to Liquidity Obligations then due and payable in accordance with the Intercreditor Agreement (or, if not provided for in the Intercreditor Agreement, then in such manner as the Liquidity Provider shall deem appropriate).

Section 2.08. Book Entries. The Liquidity Provider shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower resulting from Advances made from time to time and the amounts of principal and interest payable hereunder and paid from time to time in respect thereof; provided, however, that the failure by the Liquidity Provider to maintain such account or accounts shall not affect the obligations of the Borrower in respect of Advances.

Section 2.09. Payments from Available Funds Only. All payments to be made by the Borrower under this Agreement shall be made only from the amounts that constitute Scheduled Payments, Special Payments or payments under Section 7(c) of the Participation Agreements and Section 7 of the Note Purchase Agreement and only to the extent that the Borrower shall have sufficient income or proceeds therefrom to enable the Borrower to make payments in accordance with the terms hereof after giving effect to the priority of payments provisions set forth in the Intercreditor Agreement. The Liquidity Provider agrees that it will look solely to such amounts to the extent available for distribution to it as provided in the Intercreditor Agreement and this Agreement and that the Borrower, in its individual capacity, is not personally liable to it for any amounts payable or liability under this Agreement except as expressly provided in this Agreement, the Intercreditor Agreement or any Participation Agreement. Amounts on deposit in the Class B Cash Collateral Account shall be available to the
Section 3.10. Extension of the Expiry Date; Non-Extension Advance. Each Expiry Date shall, subject to the following provisions of this Section 3.10, be automatically extended without any further act to the earlier of (i) the date which is 15 days after the Final Legal Distribution Date for the Class B Certificates and (ii) the date that is the day immediately preceding the 364th day occurring after the last day of the Termination Period (as hereinafter defined). The Liquidity Provider may, by a notice (a "Termination Notice") to the Borrower, given during the period commencing on the date that is 60 days prior to the Expiry Date then in effect and ending on the date that is 25 days prior to the Expiry Date then in effect for such Liquidity Facility (such period, with respect to such Liquidity Facility, the "Termination Period"), determine that the Expiry Date shall not be so extended, which determination may be made or withheld by the Liquidity Provider in its absolute and sole discretion. If the Liquidity Provider so advises the Borrower that the applicable Expiry Date shall not be so extended (and if the Liquidity Provider shall not have been replaced in accordance with Section 3.5(e) of the Intercreditor Agreement), the Borrower shall be entitled on and after the date on which the Termination Period ends (but prior to the then effective Expiry Date) to request a Non-Extension Advance in accordance with Section 2.02(b) hereof and Section 3.5(d) of the Intercreditor Agreement.

ARTICLE III

OBLIGATIONS OF THE BORROWER

Section 3.01. Increased Costs. If the Liquidity Provider shall determine that (a) any change after the date hereof in any law, regulation, rule or directive or in the interpretation thereof by any court or administrative or governmental authority charged with the administration thereof or in the compliance by the Liquidity Provider (or its head office) with any applicable direction, request or requirement (whether or not having the force of law) of any central bank or competent governmental or other authority shall either (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets held by, or deposits in or for the account of, or loans made by, the Liquidity Provider, or (ii) impose on the Liquidity Provider any other condition regarding this Agreement or any Advance, or (iii) subject the Liquidity Provider to any Taxes with respect to amounts payable or paid or change the basis of taxation of any amounts payable to the Liquidity Provider (other than Excluded Taxes) and (b) the result of any event referred to in the preceding clauses (i), (ii) or (iii) shall be to increase the cost to the Liquidity Provider of issuing or maintaining its commitment or funding or maintaining Advances (which increase in cost shall be determined by the Liquidity Provider’s reasonable allocations of the aggregate of such cost increases resulting from such event), then, upon demand by the Liquidity Provider, the Borrower shall pay, or cause to be paid, to the Liquidity Provider, from time to time as specified by the Liquidity Provider, additional amounts which shall be sufficient to compensate the Liquidity Provider for such increased cost; provided that if such demand for payment is made more than 180 days after a Responsible Officer of the Liquidity Provider obtains actual knowledge of any event referred to in clause (i), (ii) or (iii) above period, the Borrower shall be obligated to pay such additional amounts only with respect to such increased cost actually incurred or effected on or after the 180th day prior to the date of such demand. A certificate as to such increased cost incurred by the Liquidity Provider as a result of any event mentioned in clauses (i), (ii) or (iii) above, prepared in reasonable detail and submitted by the Liquidity Provider to the Borrower, shall be conclusive evidence of the amount owed under this Section, absent manifest error.

The Liquidity Provider agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if making such change would avoid the need for, or reduce the amount of, any amount payable under this Section 3.01 that may thereafter accrue and would not, in the reasonable judgment of the Liquidity Provider, be otherwise disadvantageous to the Liquidity Provider.

Section 3.02. Capital Adequacy. If the Liquidity Provider shall determine that the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Liquidity Provider (or its head office) with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, in each case after the date hereof, has the effect of reducing the rate of return on the Liquidity Provider’s capital as a consequence of issuing or maintaining its commitment hereunder or its funding or maintaining Advances to a level below that which the Liquidity Provider could have achieved but for such adoption, change or compliance (taking into consideration the Liquidity Provider’s policies with respect to capital adequacy) by an amount deemed by the Liquidity Provider to be material, then, upon
demand by the Liquidity Provider, the Borrower shall pay to the Liquidity Provider, from time to time as specified by the Liquidity Provider, additional amounts which shall be sufficient to compensate the Liquidity Provider for such reduction in respect of issuing or maintaining its commitment hereunder or its funding or maintaining Advances. A certificate as to any such additional amount describing the event which has the effect of reducing the rate of return on the Liquidity Provider’s capital, prepared in reasonable detail and submitted by the Liquidity Provider to the Borrower, shall be conclusive evidence of the amount owed under this Section, absent manifest error.

The Liquidity Provider agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if making such change would avoid the need for, or reduce the amount of, any amount payable under this Section 3.02 that may thereafter accrue and would not, in the reasonable judgment of the Liquidity Provider, be otherwise disadvantageous to the Liquidity Provider.

Section 3.03. Payments Free of Deductions. (a) All payments made by the Borrower under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future Taxes, excluding Excluded Taxes (such non-excluded taxes being referred to herein, collectively, as “Non-Excluded Taxes” and, individually, as a “Non-Excluded Tax”). If any Non-Excluded Taxes are required to be withheld from any amounts payable to the Liquidity Provider under this Agreement, the amounts so payable to the Liquidity Provider shall be increased to the extent necessary to yield to the Liquidity Provider (after payment of all Non-Excluded Taxes and taxes imposed on the receipt of such increase) interest or any other such amounts payable under this Agreement at the rates or in the amounts specified in this Agreement. The Liquidity Provider agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if making such change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of the Liquidity Provider, be otherwise disadvantageous to the Liquidity Provider. On or prior to the Closing Date, the Liquidity Provider agrees to provide to the Borrower (i) two copies of a properly completed United States Internal Revenue Service Form W-8BEN, Form W-8ECI or Form W-9, as appropriate with respect to the Liquidity Provider, or other applicable form, certificate or document prescribed by the Internal Revenue Service certifying, in each case, the Liquidity Provider’s entitlement to a complete exemption from United States federal withholding tax in respect to any and all payments to be made hereunder, and (ii) agree to provide the Borrower a new Form W-8BEN, Form W-8ECI or Form W-9, as appropriate, (A) on or before the date that any such form expires or becomes obsolete or (B) after the occurrence of any event requiring a change in the most recent form previously delivered by it and prior to the immediately following due date of any payment by the Borrower hereunder, certifying in the case of a Form W-8BEN, Form W-8ECI or Form W-9 that the Liquidity Provider is exempt from or entitled to a reduced rate of United States federal withholding tax on payments pursuant to this Agreement. Within 30 days after the date of each payment hereunder, the Borrower shall furnish to the Liquidity Provider the original or a certified copy of (or other documentary evidence of) the payment of the Taxes applicable to such payment.

(b) All payments (including, without limitation, Advances) made by the Liquidity Provider under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future Taxes. If any Taxes are required to be withheld or deducted from any amounts payable to the Borrower under this Agreement, the Liquidity Provider shall (i) within the time prescribed therefor by applicable law pay to the appropriate governmental or taxing authority the full amount of any such Taxes (and any additional Taxes in respect of the payment required under clause (ii) hereof) and make such reports or returns in connection therewith at the time or times and in the manner prescribed by applicable law, and (ii) pay to the Borrower an additional amount which (after deduction of all such Taxes) will be sufficient to yield to the Borrower the full amount which would have been received by it had no such withholding or deduction been made. Within 30 days after the date of each payment hereunder, the Liquidity Provider shall furnish to the Borrower the original or a certified copy of (or other documentary evidence of) the payment of the Taxes applicable to such payment.

(c) If any exemption from, or reduction in the rate of, any Taxes is reasonably available to the Borrower to establish that payments under this Agreement are exempt from (or entitled to a reduced rate of) tax, the Borrower shall deliver to the Liquidity Provider such form or forms and such other evidence of the eligibility of the Borrower for such exemption or reduction as the Liquidity Provider may reasonably identify to the Borrower as being required as a condition to exemption from, or reduction in the rate of, any Taxes.

Section 3.04. Payments. The Borrower shall make or cause to be made each payment to the Liquidity Provider under this Agreement so as to cause the same to be received by the Liquidity Provider not later than 1:00 P.M. (New York City time) on the day when due.
The Borrower shall make all such payments in lawful money of the United States of America, to the Liquidity Provider in immediately available funds, by wire transfer to Calyon New York Branch, ABA 02600873, Account No. 0188179370100, Reference: Northwest Airlines EETC 2007-1A and 2007-1B Liquidity Facilities, Attention: Client Banking Services.

Section 3.05. Computations. All computations of interest based on the Base Rate shall be made on the basis of a year of 365 or 366 days, as the case may be, and all computations of interest based on the LIBOR Rate shall be made on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable.

Section 3.06. Payment on Non-Business Days. Whenever any payment to be made hereunder to the Liquidity Provider shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day (and if so made, shall be deemed to have been made when due). If any payment in respect of interest on an Advance is so deferred to the next succeeding Business Day, such deferral shall not delay the commencement of the next Interest Period for such Advance (if such Advance is a LIBOR Advance) or reduce the number of days for which interest will be payable on such Advance on the next interest payment date for such Advance.

Section 3.07. Interest. (a) Subject to Section 2.09, the Borrower shall pay, or shall cause to be paid, without duplication, interest on (i) the unpaid principal amount of each Advance from and including the date of such Advance (or, in the case of an Applied Provider Advance or Applied Special Termination Advance, from and including the date on which the amount thereof was withdrawn from the Class B Cash Collateral Account to pay interest on the Class B Certificates) to but excluding the date such principal amount shall be paid in full (or, in the case of an Applied Provider Advance or Applied Special Termination Advance, the date on which the Class B Cash Collateral Account is fully replenished in respect of such Advance) and (ii) any other amount due hereunder (whether fees, commissions, expenses or other amounts or, to the extent permitted by law, installments of interest on Advances or any such other amount) which is not paid when due (whether at stated maturity, by acceleration or otherwise) from and including the due date thereof to but excluding the date such amount is paid in full, in each such case, at a fluctuating interest rate per annum for each day equal to the Applicable Liquidity Rate (as defined below) for such Advance or such other amount as in effect for such day, but in no event at a rate per annum greater than the maximum rate permitted by applicable law; provided, however, that, if at any time the otherwise applicable interest rate as set forth in this Section 3.07 shall exceed the maximum rate permitted by applicable law, then any subsequent reduction in such interest rate will not reduce the rate of interest payable pursuant to this Section 3.07 below the maximum rate permitted by applicable law until the total amount of interest accrued equals the amount of interest that would have accrued if such otherwise applicable interest rate as set forth in this Section 3.07 had at all times been in effect.

(b) Except as provided in clause (e) below, each Advance (other than any Unapplied Provider Advance or Unapplied Special Termination Advance) will be either a Base Rate Advance or a LIBOR Advance as provided in this Section. Each such Advance will be a Base Rate Advance for the period from the date of its borrowing to (but excluding) the third
Business Day following the Liquidity Provider’s receipt of the Notice of Borrowing for such Advance. Thereafter, such Advance shall be a LIBOR Advance.

(c) Each LIBOR Advance shall bear interest during each Interest Period at a rate per annum equal to the LIBOR Rate for such Interest Period plus the Applicable Margin for such LIBOR Advance, payable in arrears on the last day of such Interest Period and, in the event of the payment of principal of such LIBOR Advance on a day other than such last day, on the date of such payment (to the extent of interest accrued on the amount of principal repaid).

(d) Each Base Rate Advance shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin for such Base Rate Advance, payable in arrears on each Regular Distribution Date and, in the event of the payment of principal of such Base Rate Advance on a day other than a Regular Distribution Date, on the date of such payment (to the extent of interest accrued on the amount of principal repaid).

(e) Each Unapplied Provider Advance and Unapplied Special Termination Advance shall bear interest in an amount equal to the Investment Earnings on amounts on deposit in the Class B Cash Collateral Account plus the Applicable Margin for such Unapplied Provider Advance or Unapplied Special Termination Advance, as applicable, on the amount of such Unapplied Provider Advance or Unapplied Special Termination Advance from time to time, payable in arrears on each Distribution Date.

(f) Each amount not paid when due hereunder (whether fees, commissions, expenses or other amounts or, to the extent permitted by applicable law, installments of interest on Advances but excluding Advances) shall bear interest at a rate per annum equal to the Base Rate plus 2.0% until paid.

(g) Each change in the Base Rate shall become effective immediately. The rates of interest specified in this Section 3.07 with respect to any Advance or other amount shall be referred to as the “Applicable Liquidity Rate”.

Section 3.08. Replacement of Borrower. From time to time and subject to the successor Borrower’s meeting the eligibility requirements set forth in Section 6.9 of the Intercreditor Agreement applicable to the Subordination Agent, upon the effective date and time specified in a written and completed Notice of Replacement Subordination Agent in substantially the form of Annex VI attached hereto (a “Notice of Replacement Subordination Agent”) delivered to the Liquidity Provider by the then Borrower, the successor Borrower designated therein shall be substituted for as the Borrower for all purposes hereunder.

Section 3.09. Funding Loss Indemnification. The Borrower shall pay to the Liquidity Provider, upon the request of the Liquidity Provider, such amount or amounts as shall be sufficient (in the reasonable opinion of the Liquidity Provider) to compensate it for any loss, cost, or expense incurred as a result of:

(1) Any repayment of a LIBOR Advance on a date other than the last day of the Interest Period for such Advance; or

(2) Any failure by the Borrower to borrow a LIBOR Advance on the date for borrowing specified in the relevant notice under Section 2.02.

Section 3.10. Illegality. Notwithstanding any other provision in this Agreement, if any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Liquidity Provider (or its Lending Office) with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Liquidity Provider (or its Lending Office) to maintain or fund its LIBOR Advances, then upon notice to the Borrower by the Liquidity Provider, the outstanding principal amount of the LIBOR Advances shall be converted to Base Rate Advances (a) immediately upon demand of the Liquidity Provider, if such change or compliance with such request, in the judgment of the Liquidity Provider, requires immediate repayment; or (b) at the expiration of the last Interest Period to expire before the effective date of any such change or request.

ARTICLE IV

CONDITIONS PRECEDENT
Section 4.01. Conditions Precedent to Effectiveness of Section 2.01. Section 2.01 of this Agreement shall become effective on and as of the first date (the “Effective Date”) on which the following conditions precedent have been satisfied or waived:

(a) The Liquidity Provider shall have received on or before the Closing Date each of the following, and in the case of each document delivered pursuant to paragraphs (i), (ii) and (iii), each in form and substance satisfactory to the Liquidity Provider:

(i) This Agreement and the Fee Letter duly executed on behalf of the Borrower and acknowledged by Northwest;

(ii) The Intercreditor Agreement duly executed on behalf of each of the parties thereto;

(iii) Fully executed copies of each of the Operative Agreements executed and delivered on or before the Closing Date (other than this Agreement, the Fee Letter and the Intercreditor Agreement);

(iv) A copy of the Prospectus Supplement and specimen copies of the Class B Certificates;

(v) An executed copy of each document, instrument, certificate and opinion delivered on or before the Closing Date pursuant to the Class B Trust Agreement, the Note Purchase Agreement, the Intercreditor Agreement and the other Operative Agreements (in the case of each such opinion, other than the opinion of counsel for the Underwriters, either addressed to the Liquidity Provider or accompanied by a letter from the counsel rendering such opinion to the effect that the Liquidity Provider is entitled to rely on such opinion as of its date as if it were addressed to the Liquidity Provider);

(vi) Evidence that there shall have been made and shall be in full force and effect, all filings, recordings and/or registrations, and there shall have been given or taken any notice or other similar action as may be reasonably necessary or, to the extent reasonably requested by the Liquidity Provider, reasonably advisable, in order to establish, perfect, protect and preserve the right, title and interest, remedies, powers, privileges, liens and security interests of, or for the benefit of, the Trustees, the Borrower and the Liquidity Provider created by the Operative Agreements executed and delivered on or prior to the Closing Date;

(vii) A letter from Northwest Airlines Corporation, pursuant to which (i) Northwest Airlines Corporation agrees to provide copies of quarterly financial statements and audited annual financial statements to the Liquidity Provider (provided that so long as Northwest is subject to the reporting requirements of the Securities Exchange Act of 1934, such information will be considered provided if it is made available on the EDGAR database of the Securities and Exchange Commission) and such other information as the Liquidity Provider shall reasonably request with respect to the transactions contemplated by the Operative Agreements, in each case, only to the extent that Northwest Airlines Corporation is obligated to provide such information pursuant to the indentures to the parties thereto, and (ii) Northwest Airlines Corporation agrees to allow the Liquidity Provider to inspect its books and records regarding such transactions, and to discuss such transactions with officers and employees of Northwest Airlines Corporation; and

(viii) Such other documents, instruments, opinions and approvals pertaining to the transactions contemplated hereby or by the other Operative Agreements as the Liquidity Provider shall have reasonably requested.

(b) The following statement shall be true on and as of the Effective Date: no event has occurred and is continuing, or would result from the entering into of this Agreement or the making of any Advance, which constitutes a Liquidity Event of Default.

(c) The Liquidity Provider shall have received payment in full of all fees and other sums required to be paid to or for the account of the Liquidity Provider on or prior to the Effective Date.

(d) All conditions precedent to the issuance of the Certificates under the Trust Agreements shall have been satisfied or waived, all conditions precedent to the effectiveness of the other Liquidity Facility shall have been satisfied or waived, and all conditions precedent to the purchase of the Class B Certificates by the Underwriters under the Underwriting Agreement shall have been satisfied (unless any of such conditions precedent shall have been waived by the Underwriters).
The Borrower shall have received a certificate, dated the date hereof, signed by a duly authorized representative of the Liquidity Provider, certifying that all conditions precedent to the effectiveness of Section 2.01 have been satisfied or waived.

Section 4.02. Conditions Precedent to Borrowing. The obligation of the Liquidity Provider to make an Advance on the occasion of each Borrowing shall be subject to the conditions precedent that the Effective Date shall have occurred and, prior to the date of such Borrowing, the Borrower shall have delivered a Notice of Borrowing which conforms to the terms and conditions of this Agreement and has been completed as may be required by the relevant form of the Notice of Borrowing for the type of Advances requested.

ARTICLE V

COVENANTS

Section 5.01. Affirmative Covenants of the Borrower. So long as any Advance shall remain unpaid or the Liquidity Provider shall have any Maximum Commitment hereunder or the Borrower shall have any obligation to pay any amount to the Liquidity Provider hereunder, the Borrower will, unless the Liquidity Provider shall otherwise consent in writing:

(a) Performance of This and Other Agreements. Punctually pay or cause to be paid all amounts payable by it under this Agreement and the other Operative Agreements and observe and perform in all material respects the conditions, covenants and requirements applicable to it contained in this Agreement and the other Operative Agreements.

(b) Reporting Requirements. Furnish to the Liquidity Provider with reasonable promptness, such other information and data with respect to the transactions contemplated by the Operative Agreements as from time to time may be reasonably requested by the Liquidity Provider; and permit the Liquidity Provider, upon reasonable notice, to inspect the Borrower’s books and records with respect to such transactions and to meet with officers and employees of the Borrower to discuss such transactions.

(c) Certain Operative Agreements. Furnish to the Liquidity Provider with reasonable promptness, such Operative Agreements entered into after the date hereof as from time to time may be reasonably requested by the Liquidity Provider.

Section 5.02. Negative Covenants of the Borrower. So long as any Advance shall remain unpaid or the Liquidity Provider shall have any Maximum Commitment hereunder or the Borrower shall have any obligation to pay any amount to the Liquidity Provider hereunder, the Borrower will not appoint or permit or suffer to be appointed any successor Borrower without the prior written consent of the Liquidity Provider, which consent shall not be unreasonably withheld or delayed.

ARTICLE VI

LIQUIDITY EVENTS OF DEFAULT

Section 6.01. Liquidity Events of Default and Special Termination. If (a) any Liquidity Event of Default has occurred and is continuing and (b) there is a Performing Note Deficiency, the Liquidity Provider may, in its discretion, deliver to the Borrower a Termination Notice, the effect of which shall be to cause (i) this Agreement to expire on the fifth Business Day after the date on which such Termination Notice is received by the Borrower, (ii) the Borrower to promptly request, and the Liquidity Provider to promptly make, a Final Advance in accordance with Section 2.02(d) hereof and Section 3.5(i) of the Intercreditor Agreement, (iii) all other outstanding Advances to be automatically converted into Final Advances for purposes of determining the Applicable Liquidity Rate for interest payable thereon, and (iv) subject to Sections 2.07 and 2.09 hereof, all Advances (including, without limitation, any Provider Advance and Applied Provider Advance), any accrued interest thereon and any other amounts outstanding hereunder to become immediately due and payable to the Liquidity Provider.
(b) If the aggregate Pool Balance of the Class B Certificates is greater than the aggregate outstanding principal amount of the Series B Equipment Notes (other than any Series B Equipment Notes previously sold or with respect to which the Aircraft related to such Series B Equipment Notes has been disposed of) at any time during the 18-month period prior to November 1, 2017 the Liquidity Provider may, in its discretion, deliver to the Borrower a Special Termination Notice, the effect of which shall be to cause (i) the obligation of the Liquidity Provider to make Advances hereunder to expire on the fifth Business Day after the date on which such Special Termination Notice is received by the Borrower, (ii) the Borrower to promptly request, and the Liquidity Provider to promptly make, a Special Termination Advance in accordance with Section 2.02(g) hereof and Section 3.5(k) of the Intercreditor Agreement, and (iii) subject to Sections 2.07 and 2.09 hereof, all Advances (including, without limitation, any Provider Advance and Applied Provider Advance), any accrued interest thereon and any other amounts outstanding hereunder to become immediately due and payable to the Liquidity Provider.

ARTICLE VII
MISCELLANEOUS

Section 7.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Liquidity Provider, and, in the case of an amendment or of a waiver by the Borrower, the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 7.02. Notices, Etc. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telecopier and mailed or delivered or sent by telecopier):

Borrower: U.S. BANK NATIONAL ASSOCIATION
1 Federal Street, 3rd Floor
Boston, MA 02110
Attention: Corporate Trust Administration
Ref.: Northwest 2007-1 EETC
Telephone: (617) 603-6566
Facsimile: (617) 603-6665

Liquidity Provider: Calyon acting through its New York branch
Address:
Calyon Building
1301 Avenue of the Americas
New York, NY 10019
Attention: Jaikisson Sanichar, Client Banking Services
Telephone: 212-261-7644
Fax: 917-849-5580

With a copy of any Notice of Borrowing to:

Calyon acting through its New York branch
Address:
Calyon Building
1301 Avenue of the Americas
New York, NY 10019
Attention: Angel Naranjo, Transportation Group
Telephone: 212-261-7876
Fax: 212-261-7368
or, as to each of the foregoing, at such other address as shall be designated by such Person in a written notice to the others. All such notices and communications shall be effective (i) if given by telecopier, when transmitted to the telecopier number specified above, (ii) if given by mail, when deposited in the mails addressed as specified above, and (iii) if given by other means, when delivered at the address specified above, except that written notices to the Liquidity Provider pursuant to the provisions of Articles II and III hereof shall not be effective until received by the Liquidity Provider. A copy of all notices delivered hereunder to either party shall in addition be delivered to each of the parties to the Participation Agreements at their respective addresses set forth therein.

Section 7.03. **No Waiver; Remedies.** No failure on the part of the Liquidity Provider to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Section 7.04. **Further Assurances.** The Borrower agrees to do such further acts and things and to execute and deliver to the Liquidity Provider such additional assignments, agreements, powers and instruments as the Liquidity Provider may reasonably require or deem advisable to carry into effect the purposes of this Agreement and the other Operative Agreements or to better assure and confirm unto the Liquidity Provider its rights, powers and remedies hereunder and under the other Operative Agreements.

Section 7.05. **Indemnification; Survival of Certain Provisions.** The Liquidity Provider shall be indemnified hereunder to the extent and in the manner described in Section 7(c) of the Participation Agreements. In addition, the Borrower agrees to indemnify, protect, defend and hold harmless the Liquidity Provider from, against and in respect of, and shall pay on demand, all Expenses of any kind or nature whatsoever (other than any Expenses of the nature described in Sections 3.01, 3.02 or 7.07 hereof or in the Fee Letter applicable to this Agreement (regardless of whether indemnified against pursuant to said Sections or in such Fee Letter)), that may be imposed, incurred by or asserted against any Liquidity Indemnitee, in any way relating to, resulting from, or arising out of or in connection with any action, suit or proceeding by any third party against such Liquidity Indemnitee and relating to this Agreement, the Fee Letter applicable to this Agreement, the Intercreditor Agreement or any Financing Agreement; provided, however, that the Borrower shall not be required to indemnify, protect, defend and hold harmless any Liquidity Indemnitee in respect of any Expense of such Liquidity Indemnitee to the extent such Expense is (i) attributable to the gross negligence or willful misconduct of such Liquidity Indemnitee or any other Liquidity Indemnitee, (ii) ordinary and usual operating overhead expense, or (iii) attributable to the failure by such Liquidity Indemnitee or any other Liquidity Indemnitee to perform or observe any agreement, covenant or condition on its part to be performed or observed in this Agreement, the Fee Letter applicable to this Agreement, the Intercreditor Agreement or any other Operative Agreement to which it is a party. The indemnities contained in Section 7(c) of the Participation Agreements, and the provisions of Sections 3.01, 3.02, 3.03, 3.09, 7.05 and 7.07 hereof, shall survive the termination of this Agreement.

Section 7.06. **Liability of the Liquidity Provider.** (a) Neither the Liquidity Provider nor any of its officers, employees, directors or Affiliates shall be liable or responsible for: (i) the use which may be made of the Advances or any acts or omissions of the Borrower or any beneficiary or transferee in connection therewith; (ii) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; or (iii) the making of Advances by the Liquidity Provider against delivery of a Notice of Borrowing and other documents which do not comply with the terms hereof; provided, however, that the Borrower shall have a claim against the Liquidity Provider, and the Liquidity Provider shall be liable to the Borrower, to the extent of any damages suffered by the Borrower which were the result of (A) the Liquidity Provider’s willful misconduct or negligence in determining whether documents presented hereunder comply with the terms hereof, or (B) any breach by the Liquidity Provider of any of the terms of this Agreement, including, but not limited to, the Liquidity Provider’s failure to make lawful payment hereunder after the delivery to it by the Borrower of a Notice of Borrowing strictly complying with the terms and conditions hereof. In no event, however, shall the Liquidity Provider be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings).

(b) Neither the Liquidity Provider nor any of its officers, employees, directors or affiliates shall be liable or responsible in any respect for (i) any error, omission, interruption or
delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with this Agreement or any Notice of Borrowing delivered hereunder, or (ii) any action, inaction or omission which may be taken by it in good faith, absent willful misconduct or negligence (in which event the extent of the Liquidity Provider’s potential liability to the Borrower shall be limited as set forth in the immediately preceding paragraph), in connection with this Agreement or any Notice of Borrowing.

Section 7.07. Costs, Expenses and Taxes. The Borrower agrees to pay, or cause to be paid (A) on the Effective Date and on such later date or dates on which the Liquidity Provider shall make demand, all reasonable out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of outside counsel for the Liquidity Provider) of the Liquidity Provider in connection with the preparation, negotiation, execution, delivery, filing and recording of this Agreement, any other Operative Agreement and any other documents which may be delivered in connection with this Agreement and (B) on demand, all reasonable costs and expenses (including reasonable counsel fees and expenses) of the Liquidity Provider in connection with (i) the enforcement of this Agreement or any other Operative Agreement, (ii) the modification or amendment of, or supplement to, this Agreement or any other Operative Agreement or such other documents which may be delivered in connection herewith or therewith (whether or not the same shall become effective) or any waiver or consent thereunder (whether or not the same shall become effective) or (iii) any action or proceeding relating to any order, injunction, or other process or decree restraining or seeking to restrain the Liquidity Provider from paying any amount under this Agreement, the Intercreditor Agreement or any other Operative Agreement or otherwise affecting the application of funds in the Class B Cash Collateral Account. In addition, the Borrower shall pay any and all recording, stamp and other similar taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, any other Operative Agreement and such other documents, and agrees to save the Liquidity Provider harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees.

Section 7.08. Binding Effect; Participations. (a) This Agreement shall be binding upon and inure to the benefit of the Borrower and the Liquidity Provider and their respective successors and assigns, except that neither the Liquidity Provider (except as otherwise provided in this Section 7.08) nor (except as contemplated by Section 3.08) the Borrower shall have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the other party, subject to the requirements of Section 7.08(b). The Liquidity Provider may grant participations herein or in any of its rights hereunder (including, without limitation, funded participations and participations in rights to receive interest payments hereunder) and under the other Operative Agreements to such Persons as the Liquidity Provider may in its sole discretion select (but excluding Northwest and any of its Affiliates), subject to the requirements of Section 7.08(b). No such granting of participations by the Liquidity Provider, however, will relieve the Liquidity Provider of its obligations hereunder. In connection with any participation or any proposed participation, the Liquidity Provider may disclose to the participant or the proposed participant any information that the Borrower is required to deliver or to disclose to the Liquidity Provider pursuant to this Agreement. The Borrower acknowledges and agrees that the Liquidity Provider’s source of funds may derive in part from its participants. Accordingly, references in this Agreement and the other Operative Agreements to determinations, reserve and capital adequacy requirements, increased costs, reduced receipts, additional amounts due pursuant to Section 3.03 and the like as they pertain to the Liquidity Provider shall be deemed also to include those of each of its participants (subject, in each case, to the maximum amount that would have been incurred by or attributable to the Liquidity Provider directly if the Liquidity Provider, rather than the participant, had held the interest participated).
If, pursuant to subsection (a) above, the Liquidity Provider sells any participation in this Agreement to any bank or other entity (each, a “Transferee”) the Transferee shall not be entitled to receive any greater payment under Section 3.03 than the Liquidity Provider would have been entitled to receive with respect to the participation sold to such Transferee. A Transferee shall not be entitled to the benefits of Section 3.03 unless the Borrower is notified of the participation sold to such Transferee and such Transferee agrees, for the benefit of the Borrower, to comply with certification requirements of Section 3.03 as though it were the Liquidity Provider. Unless the Borrower has received forms or other documents reasonably satisfactory to it (and required by applicable law) indicating that payments hereunder are not subject to United States federal withholding tax, the Borrower will withhold taxes as required by law from such payments at the applicable statutory rate.

Notwithstanding the other provisions of this Section 7.08, the Liquidity Provider may assign and pledge all or any portion of the Advances owing to it to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank, provided that any payment in respect of such assigned Advances made by the Borrower to the Liquidity Provider in accordance with the terms of this Agreement shall satisfy the Borrower’s obligations hereunder in respect of such assigned Advance to the extent of such payment. No such assignment shall release the Liquidity Provider from its obligations hereunder.

Section 7.09. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 7.10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7.11. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Immunity. (a) Each of the parties hereto hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement or any other Operative Agreement, or for recognition and enforcement of any judgment in respect hereof or thereof, to the nonexclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and the appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form and mail), postage prepaid, to each party hereto at its address set forth in Section 7.02 hereof, or at such other address of which the Liquidity Provider shall have been notified pursuant thereto; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) THE BORROWER AND THE LIQUIDITY PROVIDER EACH HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED, including, without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. The Borrower and the Liquidity Provider each warrant and represent that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with such legal counsel. THIS WAIVER IS IRREVOCABLE, AND CANNOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

(c) The Liquidity Provider hereby waives any immunity it may have from the jurisdiction of the courts of the United States or of any state thereof and waives any immunity any of its properties located in the United States may have from attachment or execution upon a judgment entered by any such court under the United States Foreign Sovereign Immunities Act of 1976 or any similar successor legislation.
Section 7.12.  Execution in Counterparts.  This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

Section 7.13.  Entirety.  This Agreement, the Intercreditor Agreement and the other Operative Agreements to which the Liquidity Provider is a party constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements of such parties.

Section 7.14.  Headings.  Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 7.15.  LIQUIDITY PROVIDER’ S OBLIGATION TO MAKE ADVANCES.  EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE OBLIGATIONS OF THE LIQUIDITY PROVIDER TO MAKE ADVANCES HEREUNDER, AND THE BORROWER’ S RIGHTS TO DELIVER NOTICES OF BORROWING REQUESTING THE MAKING OF ADVANCES HEREUNDER, SHALL BE UNCONDITIONAL AND IRREVOCABLE, AND SHALL BE PAID OR PERFORMED, IN EACH CASE STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Section 7.16.  Patriot Act.  The Liquidity Provider hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), the Liquidity Provider is required to obtain, verify and record, and the Borrower shall provide to the Liquidity Provider upon request, information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Liquidity Provider to identify the Borrower in accordance with the Act.

Section 7.17.  Head Office Obligations.  The Liquidity Provider hereby acknowledges that, notwithstanding the place of booking or its jurisdiction of incorporation or organization, its obligations under this Agreement are the same in terms of recourse against it as if it had entered into this Agreement through its head office in Paris, France (the “Head Office”).  Accordingly, any beneficiary of this Agreement will be able to proceed directly against the Head Office of the Liquidity Provider, if the Liquidity Provider, acting through its New York branch, defaults in its obligation to such beneficiary under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as
Subordination Agent, as agent and trustee for the
Class B Trustee, as Borrower

By:  /s/ John G. Correia
Name:  John G. Correia
Title:  Vice President

CALYON, acting through its New York branch,
INTEREST ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned borrower (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1B) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

(1) The Borrower is the Subordination Agent under the Intercreditor Agreement.

(2) The Borrower is delivering this Notice of Borrowing for the making of an Interest Advance by the Liquidity Provider to be used, subject to clause (3)(v) below, for the payment of the interest on the Class B Certificates which was payable on [ ], (the “Distribution Date”) in accordance with the terms and provisions of the Class B Trust Agreement and the Class B Certificates, which Advance is requested to be made on [ ], The Interest Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [ ], reference [ ].

(3) The amount of the Interest Advance requested hereby (i) is $ , to be applied in respect of the payment of the interest which was due and payable on the Class B Certificates on the Distribution Date, (ii) does not include any amount with respect to the payment of principal of, or premium on, the Class A Certificates or the Class B Certificates, or interest on the Class A Certificates, or additional certificates, if any (iii) was computed in accordance with the provisions of the Certificates, the Class B Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), (iv) does not exceed the Maximum Available Commitment on the date hereof, (v) does not include any amount of interest which was due and payable on the Class B Certificates on such Distribution Date but which remains unpaid due to the failure of the Depositary to pay any amount of accrued interest on the Deposits on such Distribution Date and (vi) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing.

(4) Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will apply the same in accordance with the terms of Section 3.5(b) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.
The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, the making of the Interest Advance as requested by this Notice of Borrowing shall automatically reduce, subject to reinstatement in accordance with the terms of the Liquidity Agreement, the Maximum Available Commitment by an amount equal to the amount of the Interest Advance requested to be made hereby as set forth in clause (i) of paragraph (3) of this Notice of Borrowing and such reduction shall automatically result in corresponding reductions in the amounts available to be borrowed pursuant to a subsequent Advance.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Subordination Agent, as Borrower

By:  
Name:  
Title:

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SCHEDULE I TO INTEREST ADVANCE NOTICE OF BORROWING

[Insert Copy of Computations in accordance with Interest Advance Notice of Borrowing]

I-3

NON-EXTENSION ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned subordination agent (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1B) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

(5) The Borrower is the Subordination Agent under the Intercreditor Agreement.

(6) The Borrower is delivering this Notice of Borrowing for the making of the Non-Extension Advance by the Liquidity Provider to be used for the funding of the Class B Cash Collateral Account in accordance with Section 3.5(d) of the Intercreditor Agreement, which Advance is requested to be made on , . . . The Non-Extension Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [ ], reference [ ].

(7) The amount of the Non-Extension Advance requested hereby (i) is $ , which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class B Cash Collateral Account in accordance with Section 3.5(d) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of the principal of, or premium on, the Class B Certificates, or principal of, or interest or premium on, the Class A Certificates, or additional certificates, if any (iii) was computed in accordance with the provisions of the Class B Certificates, the Class B Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached
hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing under the Liquidity Agreement.

(8) Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will deposit such amount in the Class B Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(d) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Non-Extension Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Non-Extension Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Subordination Agent, as Borrower

By: ____________________________

Name: __________________________
Title: __________________________

SCHEDULE I TO NON-EXTENSION ADVANCE NOTICE OF BORROWING

[Insert Copy of computations in accordance with Non-Extension Advance Notice of Borrowing]

DOWNGRADE ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned subordination agent (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1B) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:
The Borrower is the Subordination Agent under the Intercreditor Agreement.

The Borrower is delivering this Notice of Borrowing for the making of the Downgrade Advance by the Liquidity Provider to be used for the funding of the Class B Cash Collateral Account in accordance with Section 3.5(c) of the Intercreditor Agreement by reason of the downgrading of the short-term unsecured debt rating of the Liquidity Provider issued by either Rating Agency below the Threshold Rating, which Advance is requested to be made on ______________. The Downgrade Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [____], reference [____].

The amount of the Downgrade Advance requested hereby (i) is $____________, which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class B Cash Collateral Account in accordance with Section 3.5(c) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of the principal of, or premium on, the Class B Certificates, or principal of, or interest or premium on, the Class A Certificates or additional certificates (iii) was computed in accordance with the provisions of the Class B Certificates, the Class B Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing under the Liquidity Agreement.

Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will deposit such amount in the Class B Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(c) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Downgrade Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Downgrade Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the __________ day of ______________.

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Borrower

By:
________________________
Name:
Title:

SCHEDULE I TO DOWNGRADE ADVANCE NOTICE OF BORROWING

[Insert Copy of computations in accordance with Downgrade Advance Notice of Borrowing]
FINAL ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned borrower (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement (2007-1B) dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”; the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced), that:

(1) The Borrower is the Subordination Agent under the Intercreditor Agreement.

(2) The Borrower is delivering this Notice of Borrowing for the making of the Final Advance by the Liquidity Provider to be used for the funding of the Class B Cash Collateral Account in accordance with Section 3.5(i) of the Intercreditor Agreement by reason of the receipt by the Borrower of a Termination Notice from the Liquidity Provider with respect to the Liquidity Agreement, which Advance is requested to be made on . The Final Advance should be transferred to [name of bank/wire instructions/ABA number] in favor of account number [ ], reference [ ].

(3) The amount of the Final Advance requested hereby (i) is $ , which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class B Cash Collateral Account in accordance with Section 3.5(i) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of principal of, or premium on, the Class B Certificates, or principal of, or interest or premium on, the Class A Certificates or additional certificates, if any, (iii) was computed in accordance with the provisions of the Class B Certificates, the Class B Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing.

(4) Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower will deposit such amount in the Class B Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(i) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

(5) The Borrower hereby requests that the Advance requested hereby be a Base Rate Advance [and that such Base Rate Advance be converted into a LIBOR Advance on the third Business Day following your receipt of this notice](1).

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Final Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Final Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of , .

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Borrower

By: __________________________
   Name: __________________________
   Title: __________________________

IV-1
NOTICE OF TERMINATION

[Date]

U.S. Bank National Association,
as Subordination Agent, as Borrower
1 Federal Street, 3rd Floor
Boston, MA 02110

Attention: Corporate Trust Administration

Revolving Credit Agreement (2007-1B) dated as of October 10, 2007, between State Street Bank and Trust Company, as Subordination Agent, as Borrower, and CALYON, acting through its New York branch (the “Liquidity Agreement”)

Ladies and Gentlemen:

You are hereby notified that pursuant to Section 6.01 of the Liquidity Agreement, by reason of the occurrence of a Liquidity Event of Default and the existence of a Performing Note Deficiency (each as defined therein), we are giving this notice to you in order to cause (i) our obligations to make Advances (as defined therein) under such Liquidity Agreement to terminate on the fifth Business Day after the date on which you receive this notice and (ii) you to request a Final Advance under the Liquidity Agreement pursuant to Section 3.5(i) of the Intercreditor Agreement (as defined in the Liquidity Agreement) as a consequence of your receipt of this notice.

Very truly yours,

CALYON, acting through its New York branch,
as Liquidity Provider

By: ________________________________
Notice of Replacement Subordination Agent

[Date]

Attention:

Revolving Credit Agreement (2007-1B) dated as of October 10, 2007, between U.S. Bank National Association, as Subordination Agent, as Borrower, and CALYON, acting through its New York branch (the “Liquidity Agreement”)

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to:

[Name of Transferee]

[Address of Transferee]

all rights and obligations of the undersigned as Borrower under the Liquidity Agreement referred to above. The transferee has succeeded the undersigned as Subordination Agent under the Intercreditor Agreement referred to in the first paragraph of the Liquidity Agreement, pursuant to the terms of Section 8.1 of the Intercreditor Agreement.

By this transfer, all rights of the undersigned as Borrower under the Liquidity Agreement are transferred to the transferee and the transferee shall hereafter have the sole rights and obligations as Borrower thereunder. The undersigned shall pay any costs and expenses of such transfer, including, but not limited to, transfer taxes or governmental charges.

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We ask that this transfer be effective as of ______________.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Subordination Agent, as Agent and Trustee for Northwest Air Lines Pass Through Trust 2007-1B, as Borrower
SPECIAL TERMINATION ADVANCE NOTICE OF BORROWING

The undersigned, a duly authorized signatory of the undersigned borrower (the “Borrower”), hereby certifies to CALYON, acting through its New York branch (the “Liquidity Provider”), with reference to the Revolving Credit Agreement, dated as of October 10, 2007, between the Borrower and the Liquidity Provider (the “Liquidity Agreement”); the terms defined therein and not otherwise defined herein being used herein as therein defined or referenced, that:

1. The Borrower is the Subordination Agent under the Intercreditor Agreement.

2. The Borrower is delivering this Notice of Borrowing for the making of the Special Termination Advance by the Liquidity Provider to be used for the funding of the Class B Cash Collateral Account in accordance with Section 3.5(k) of the Intercreditor Agreement by reason of the receipt by the Borrower of a Special Termination Notice from the Liquidity Provider with respect to the Liquidity Agreement, which Advance is requested to be made on .

3. The amount of the Special Termination Advance requested hereby (i) is $ , which equals the Maximum Available Commitment on the date hereof and is to be applied in respect of the funding of the Class B Cash Collateral Account in accordance with Section 3.5(k) of the Intercreditor Agreement, (ii) does not include any amount with respect to the payment of principal of, or premium on, the Class A Certificates, the Class B Certificates, or interest on the Class B Certificates, (iii) was computed in accordance with the provisions of the Class B Certificates, the Class B Trust Agreement and the Intercreditor Agreement (a copy of which computation is attached hereto as Schedule I), and (iv) has not been and is not the subject of a prior or contemporaneous Notice of Borrowing.

4. Upon receipt by or on behalf of the Borrower of the amount requested hereby, (a) the Borrower shall deposit such amount in the Class B Cash Collateral Account and apply the same in accordance with the terms of Section 3.5(k) of the Intercreditor Agreement, (b) no portion of such amount shall be applied by the Borrower for any other purpose and (c) no portion of such amount until so applied shall be commingled with other funds held by the Borrower.

The Borrower hereby acknowledges that, pursuant to the Liquidity Agreement, (A) the making of the Special Termination Advance as requested by this Notice of Borrowing shall automatically and irrevocably terminate the obligation of the Liquidity Provider to make further Advances under the Liquidity Agreement; and (B) following the making by the Liquidity Provider of the Special Termination Advance requested by this Notice of Borrowing, the Borrower shall not be entitled to request any further Advances under the Liquidity Agreement.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Notice of Borrowing as of the day of .

U.S. BANK NATIONAL ASSOCIATION,
REWASHINGTON Re: Revolving Credit Agreement, dated as of October 10, 2007 between U.S. Bank National Association, as Subordination Agent, as agent and trustee for the Northwest Airlines 2007-1B Pass Through Trust, as Borrower, and CALYON, acting through its New York branch (the “Liquidity Agreement”)
THIS NOTICE IS THE “NOTICE OF SPECIAL TERMINATION" PROVIDED FOR UNDER THE LIQUIDITY AGREEMENT. OUR OBLIGATIONS TO MAKE ADVANCES UNDER THE LIQUIDITY AGREEMENT SHALL TERMINATE ON THE FIFTH BUSINESS DAY AFTER THE DATE ON WHICH YOU RECEIVE THIS NOTICE.

Very truly yours,

CALYON, acting through its New York branch,
as Liquidity Provider

By: ____________________________________________
Name: 
Title: 

By: ____________________________________________
Name: 
Title: 

cc: U.S. Bank Trust National Association, as Trustee

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Subordination Agent, as Borrower

By: ____________________________________________
Name: 
Title: 

VIII-2
INTERCREDITOR AGREEMENT
Dated as of
October 10, 2007

BY AND AMONG

U.S. BANK TRUST NATIONAL ASSOCIATION,
not in its individual capacity
but solely as Trustee under the
Northwest Airlines Pass Through Trust 2007-1A
and
Northwest Airlines Pass Through Trust 2007-1B,

CALYON, acting through its New York Branch,
as Class A Liquidity Provider
and
as Class B Liquidity Provider

AND

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity except
as expressly set forth herein but
solely as Subordination Agent and trustee hereunder

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INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT dated as of October 10, 2007, by and among U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association ("U.S. Bank Trust"), not in its individual capacity but solely as Trustee of each Trust (each as defined below); CALYON, a société anonyme organized under the laws of France ("Calyon"), acting through its New York Branch, as Class A Liquidity Provider and Class B Liquidity Provider; and U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity except as expressly set forth herein, but solely as Subordination Agent and trustee hereunder (in such capacity, together with any successor appointed pursuant to Article VIII hereof, the "Subordination Agent").

WHEREAS, all capitalized terms used herein shall have the respective meanings referred to in Article I hereof;

WHEREAS, pursuant to the Indentures covering 27 new Embraer ERJ 170-200LR aircraft owned by Northwest at the time such Indenture is entered into, Northwest will issue on a recourse basis two series of Equipment Notes to finance the purchase of such Aircraft;

WHEREAS, pursuant to the Financing Agreements, each Trust will acquire Equipment Notes having an interest rate equal to the interest rate applicable to the Certificates to be issued by such Trust;

WHEREAS, pursuant to each Trust Agreement, the Trust created thereby proposes to issue a single class of Certificates (a "Class") bearing the interest rate and having the final distribution date described in such Trust Agreement on the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Underwriting Agreement, the Underwriters propose to purchase the Class A Certificates issued by the Class A Trust and the Class B Certificates issued by the Class B Trust in the aggregate face amount set forth opposite the name of each such Trust on Schedule I thereto on the terms and subject to the conditions set forth therein;

WHEREAS, the Class A Liquidity Provider proposes to enter into a revolving credit agreement relating to the Class A Certificates and the Class B Liquidity Provider proposes to enter into a revolving credit agreement relating to the Class B Certificates, in each case with the Subordination Agent, as agent for the Trustee of the applicable Trust, respectively, for the benefit of the Certificateholders of each such Trust;

WHEREAS, it is a condition precedent to the obligations of the Underwriters under the Underwriting Agreement that the Subordination Agent, the Trustees and the Liquidity Providers agree to the terms of subordination set forth in this Agreement in respect of each Class of Certificates, and the Subordination Agent, the Trustees and the Liquidity Providers, by entering into this Agreement, hereby acknowledge and agree to such terms of subordination and the other provisions of this Agreement.
NOW, THEREFORE, in consideration of the mutual agreements herein contained, and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms used herein that are defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(2) all references in this Agreement to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement;

(3) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and

(4) the term “including” shall mean “including without limitation”.

“Acceleration” means, with respect to the amounts payable in respect of the Equipment Notes issued under any Indenture, the declaration or deemed declaration of such amounts to be immediately due and payable. “Accelerate”, “Accelerated” and “Accelerating” have meanings correlative to the foregoing.

“Actual Disposition Event” means, in respect of any Equipment Note: (i) the disposition of the Aircraft (as defined in the Indenture pursuant to which such Equipment Note was issued) for cash, (ii) the occurrence of the mandatory redemption date for such Equipment Note following an Event of Loss (as defined in such Indenture) with respect to such Aircraft or (iii) the sale of such Equipment Note for cash.

“Additional Certificateholders” has the meaning assigned to such term in Section 9.1(d).

“Additional Certificates” has the meaning assigned to such term in Section 9.1(d).

“Additional Equipment Notes” has the meaning assigned to such term in Section 9.1(d).

“Additional Trust” has the meaning assigned to such term in Section 9.1(d).

“Additional Trust Agreement” has the meaning assigned to such term in Section 9.1(d).

“Additional Trustee” has the meaning assigned to such term in Section 9.1(d).

“Administration Expenses” has the meaning assigned to such term in clause “first” of Section 3.2.
“Advance”, with respect to any Liquidity Facility, means any Advance as defined in such Liquidity Facility.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For the purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities or by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Aircraft” means, with respect to any Indenture, the “Aircraft” referred to therein.

“Appraisal” has the meaning assigned to such term in Section 4.1(a)(iv).

“Appraised Current Market Value” of any Aircraft means the lower of the average and the median of the three most recent Post-Default Appraisals of such Aircraft.

“Appraisers” means Aircraft Information Services, Inc., BACK Aviation Solutions and Morten Beyer and Agnew, Inc. or, so long as the Person entitled or required hereunder to select such Appraiser acts reasonably, any other nationally recognized appraiser reasonably satisfactory to the Subordination Agent and the Controlling Party.

“Available Amount” means, with respect to any Liquidity Facility on any date, the Maximum Available Commitment (as defined therein) on such date.


“Business Day” means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in New York, New York, Minneapolis, Minnesota, Wilmington, Delaware or Boston, Massachusetts, or the city and state in which any Trustee, the Subordination Agent or any Loan Trustee maintains its Corporate Trust Office or receives and disburses funds. Solely with respect to draws under any Liquidity Facility, “Business Day” shall also include a “Business Day” as defined in such Liquidity Facility.

“Cash Collateral Account” means the Class A Cash Collateral Account or the Class B Cash Collateral Account, as applicable.

“Certificate” means a Class A Certificate or a Class B Certificate, as applicable.

“Certificate Buy-Out Event” means that a Northwest Bankruptcy Event has occurred and is continuing and the following events in either clause (A) or (B) have occurred: (A) (i) the 60-Day Period has expired and (ii) Northwest has not entered into one or more agreements under Section 1110(a)(2)(A) of the Bankruptcy Code to perform all of its obligations under all of the Indentures and has not cured defaults under all of the Indentures in accordance with Section 1110(a)(2)(B) of the Bankruptcy Code or, if it has entered into such agreements, has at any time thereafter failed to cure any default under any of the Indentures in accordance with Section 1110(a)(2)(B) of the Bankruptcy Code; or (B) prior to the expiry of the 60-Day Period, Northwest shall have abandoned any Aircraft.

“Certificateholder” means any holder of one or more Certificates.

“Class” has the meaning assigned to such term in the preliminary statements to this Agreement.
“Class A Cash Collateral Account” means an Eligible Deposit Account in the name of the Subordination Agent maintained at an Eligible Institution, which shall be the Subordination Agent if it shall so qualify, into which all amounts drawn under the Class A Liquidity Facility pursuant to Section 3.5(c), 3.5(d), 3.5(i) or 3.5(k) shall be deposited.

“Class A Certificateholder” means, at any time, any holder of one or more Class A Certificates.

“Class A Certificates” means the certificates issued by the Class A Trust, substantially in the form of Exhibit A to the Class A Trust Agreement, and authenticated by the Class A Trustee, representing fractional undivided interests in the Class A Trust, and any certificates issued in exchange therefor or replacement thereof pursuant to the terms of the Class A Trust Agreement.

“Class A Liquidity Facility” means, initially, the Revolving Credit Agreement dated as of the date hereof, between the Subordination Agent, as agent and trustee of the Class A Trust, and the initial Class A Liquidity Provider, and, from and after the replacement of such Revolving Credit Agreement pursuant hereto, the Replacement Liquidity Facility therefor, if any, in each case as amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class A Liquidity Provider” means Calyon, acting through its New York Branch, or, if applicable, any Replacement Liquidity Provider which has issued a Replacement Liquidity Facility to replace any Class A Liquidity Facility pursuant to Section 3.5(e).

“Class A Trust” means the Northwest Airlines Pass Through Trust 2007-1A created and administered pursuant to the Class A Trust Agreement.

“Class A Trust Agreement” means the Pass Through Trust Agreement, as supplemented by Trust Supplement No. 2007-1A thereto dated as of the date hereof by and among Northwest, NWA Corp., and the Trustee, governing the creation and administration of the Northwest Airlines Pass Through Trust 2007-1A and the issuance of the Class A Certificates, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class A Trustee” means U.S. Bank Trust, not in its individual capacity except as expressly set forth in the Class A Trust Agreement, but solely as trustee under the Class A Trust Agreement, together with any successor trustee appointed pursuant thereto.

“Class B Adjusted Interest” means, as of any Current Distribution Date: (I) any interest described in clause (II) of this definition accruing prior to the immediately preceding Distribution Date which remains unpaid and (II) interest at the Stated Interest Rate for the Class B Certificates (A) for the number of days during the period commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the Closing Date) and ending on, but excluding the Current Distribution Date, on the Preferred B Pool Balance on such Current Distribution Date and (B) on the principal amount calculated pursuant to clauses (B)(i), (ii), (iii) and (iv) of the definition of Preferred B Pool Balance for each Series B Equipment Note with respect to which a disposition, distribution, sale or Deemed Disposition Event has occurred since the immediately preceding Distribution Date (but only if no such event has previously occurred with respect to such Series B Equipment Note), for each day during the period, for each such Equipment Note, commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the Closing Date) and ending on, but excluding the date of disposition, distribution, sale or Deemed Disposition Event with respect to such Equipment Note or Aircraft, as the case may be.

“Class B Cash Collateral Account” means an Eligible Deposit Account in the name of the Subordination Agent maintained at an Eligible Institution, which shall be the Subordination Agent if it shall so qualify, into which all amounts drawn under the Class B Liquidity Facility pursuant to Section 3.5(c), 3.5(d), 3.5(i) or 3.5(k) shall be deposited.

“Class B Certificateholder” means, at any time, any holder of one or more Class B Certificates.
“Class B Certificates” means the certificates issued by the Class B Trust, substantially in the form of Exhibit A to the Class B Trust Agreement, and authenticated by the Class B Trustee, representing fractional undivided interests in the Class B Trust, and any certificates issued in exchange therefor or replacement thereof pursuant to the terms of the Class B Trust Agreement.

“Class B Liquidity Facility” means, initially, the Revolving Credit Agreement dated as of the date hereof, between the Subordination Agent, as agent and trustee of the Class B Trust, and the initial Class B Liquidity Provider, and, from and after the replacement of such Revolving Credit Agreement pursuant hereto, the Replacement Liquidity Facility therefor, if any, in each case as amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class B Liquidity Provider” means Calyon, acting through its New York Branch, or, if applicable, any Replacement Liquidity Provider which has issued a Replacement Liquidity Facility to replace any Class B Liquidity Facility pursuant to Section 3.5(e).

“Class B Trust” means the Northwest Airlines Pass Through Trust 2007-1B created and administered pursuant to the Class B Trust Agreement.

“Class B Trust Agreement” means the Pass Through Trust Agreement, as supplemented by Trust Supplement No. 2007-1B thereto dated as of the date hereof and among Northwest, NWA Corp., and the Trustee, governing the creation and administration of the Northwest Airlines Pass Through Trust 2007-1B and the issuance of the Class B Certificates, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class B Trustee” means U.S. Bank Trust, not in its individual capacity except as expressly set forth in the Class B Trust Agreement, but solely as trustee under the Class B Trust Agreement, together with any successor trustee appointed pursuant thereto.

“Closing Date” means October 10, 2007.


“Collateral” has the meaning assigned to such term in the Indentures.

“Collection Account” means the Eligible Deposit Account established by the Subordination Agent pursuant to Section 2.2(a)(i) which the Subordination Agent shall make deposits in and withdrawals from in accordance with this Agreement.

“Consent Period” has the meaning assigned to such term in Section 3.5(d).

“Controlling Party” means the Person entitled to act as such pursuant to the terms of Section 2.6.

“Corporate Trust Office” means, with respect to any Trustee, the Subordination Agent or any Loan Trustee, the office of such Person in the city at which, at any particular time, its corporate trust business shall be principally administered.

“Current Distribution Date” means a Distribution Date specified as a reference date for calculating the Expected Distributions with respect to the Certificates of any Trust as of such Distribution Date.

“Deemed Disposition Event” means, in respect of any Equipment Note, the continuation of an Indenture Event of Default in respect of such Equipment Note without an Actual Disposition Event occurring in respect of such Equipment Note for a period of five years from the date of the occurrence of such Indenture Event of Default.

“Delivery Period Termination Date” means March 31, 2009.
“Deposit Agreement” shall mean, with respect to any Class of Certificates, the Deposit Agreement pertaining to such Class dated the date hereof between the Escrow Agent, and the Depositary, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

“Depositary” means Credit Suisse, New York Branch, as depositary under the Deposit Agreement relating to Class A and Class B Certificates.

“Deposits” with respect to any Class of Certificates shall have the meaning set forth in the Deposit Agreement pertaining to such Class.

“Designated Representatives” means the Subordination Agent Representatives, the Trustee Representatives and the Provider Representatives identified under Section 2.5.

“Distribution Date” means a Regular Distribution Date or a Special Distribution Date.

“Dollars” or “$” means United States dollars.

“Downgrade Drawing” has the meaning assigned to such term in Section 3.5(c).

“Downgrade Event” has the meaning assigned to such term in each Liquidity Facility.

“Downgraded Facility” has the meaning assigned to such term in Section 3.5(c).

“Drawing” means an Interest Drawing, a Special Termination Drawing, a Non-Extension Drawing, a Final Drawing or a Downgrade Drawing, as the case may be.

“Eligible Deposit Account” means either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution has a long-term unsecured debt rating of at least A3 from Moody’s and a long-term issuer credit rating of at least A- from Standard & Poor’s. An Eligible Deposit Account may be maintained with a Liquidity Provider so long as such Liquidity Provider is an Eligible Institution (as defined below); provided that such Liquidity Provider shall have waived all rights of set-off and counterclaim with respect to such account.

“Eligible Institution” means, subject to the last sentence of subsection 2.2(c), (a) the corporate trust department of the Subordination Agent or any Trustee, as applicable, or (b) a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), which has a long-term unsecured debt rating or issuer credit rating, as the case may be, from each Rating Agency of at least A-3 or its equivalent.

“Eligible Investments” means (a) investments in obligations of, or guaranteed by, the United States Government having maturities no later than 90 days following the date of such investment, (b) investments in open market commercial paper of any corporation incorporated under the laws of the United States of America or any state thereof with a short-term unsecured debt rating issued by Moody’s of at least P-1 and a short-term issuer credit rating issued by Standard & Poor’s of at least A-1 having maturities no later than 90 days following the date of such investment or (c) investments in negotiable certificates of deposit, time deposits, banker’s acceptances, commercial paper or other direct obligations of, or obligations guaranteed by, commercial banks organized under the laws of the United States or of any political subdivision.
thereof (or any U.S. branch of a foreign bank) with a short-term unsecured debt rating by Moody’s of at least P-1 and a short-term issuer credit rating by Standard & Poor’s of at least A-1, having maturities no later than 90 days following the date of such investment; provided, however, that (x) all Eligible Investments that are bank obligations shall be denominated in U.S. dollars; and (y) the aggregate amount of Eligible Investments at any one time that are bank obligations issued by any one bank shall not be in excess of 5% of such bank’s capital surplus; provided further that any investment of the types described in clauses (a), (b) and (c) above may be made through a repurchase agreement in commercially reasonable form with a bank or other financial institution qualifying as an Eligible Institution so long as such investment is held by a third party custodian also qualifying as an Eligible Institution; provided further, however, that in the case of any Eligible Investment issued by a domestic branch of a foreign bank, the income from such investment shall be from sources within the United States for purposes of the Code. Notwithstanding the foregoing, no investment of the types described in clause (b) above which is issued or guaranteed by Northwest or any of its Affiliates, and no investment in the obligations of any one bank in excess of $10,000,000, shall be an Eligible Investment unless a Ratings Confirmation shall have been received with respect to the making of such investment.

“Equipment Note Buy-Out Event” means the occurrence and continuation of (i) a Certificate Buy-Out Event or (ii) an Indenture Event of Default under any Indenture that has continued for a period of five years without an Actual Disposition Event occurring with respect to the Equipment Notes issued under such Indenture.

“Equipment Note Special Payment” means a Special Payment on account of the redemption, purchase or prepayment of all of the Equipment Notes issued pursuant to an Indenture.

“Equipment Notes” means, at any time, the Series A Equipment Notes and the Series B Equipment Notes, collectively, and in each case, any Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of the Indentures.

“Escrow Agent” means Citibank, N.A., as escrow agent under each Escrow and Paying Agent Agreement, together with its successors in such capacity.

“Escrow and Paying Agent Agreement” shall mean, with respect to any Class of Certificates, the Escrow and Paying Agent Agreement pertaining to such Class, dated the date hereof, among the Escrow Agent, the Underwriters, the Trustee for such Class and the Paying Agent, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

“Escrow Receipts” has the meaning assigned to such term in the Escrow and Paying Agent Agreements for the Trusts.

“Expected Distributions” means, with respect to the Certificates of any Trust on any Current Distribution Date, the difference between (A) the Pool Balance of such Certificates

as of the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the original aggregate face amount of the Certificates of such Trust) and (B) the Pool Balance of such Certificates as of the Current Distribution Date calculated on the basis that (i) the principal of the Non-Performing Equipment Notes held in such Trust has been paid in full and such payments have been distributed to the holders of such Certificates, (ii) the principal of the Performing Equipment Notes held in such Trust has been paid when due (without giving effect to any Acceleration of Performing Equipment Notes) and such payments have been distributed to the holders of such Certificates and (iii) the principal of any Equipment Notes formerly held in such Trust that have been sold pursuant to the terms hereof has been paid in full and such payments have been distributed to the holders of such Certificates, but without giving effect to any reduction in the Pool Balance as a result of any distribution attributable to Deposits occurring after the immediately preceding Distribution Date (or, if the
Current Distribution Date is the first Distribution Date, occurring after the initial issuance of the Certificates of such Trust). For purposes of calculating Expected Distributions with respect to the Certificates of any Trust, any Premium paid on the Equipment Notes held in such Trust which has not been distributed to the Certificateholders of such Trust (other than such Premium or a portion thereof applied to the payment of interest on the Certificates of such Trust or the reduction of the Pool Balance of such Trust) shall be added to the amount of such Expected Distributions.

“Expiry Date” with respect to any Liquidity Facility, shall have the meaning set forth in such Liquidity Facility.

“Facility Office” means, with respect to any Liquidity Facility, the office of the Liquidity Provider thereunder, presently located in New York, New York, or such other office as such Liquidity Provider from time to time shall notify the applicable Trustee as its “Facility Office” under any such Liquidity Facility; provided that such Liquidity Provider shall not change its Facility Office to another Facility Office outside the United States of America except in accordance with Section 3.01, 3.02 or 3.03 of any such Liquidity Facility.

“Fee Letters” means, collectively, (i) the Fee Letter dated as of the date hereof among Calyon, the Subordination Agent and Northwest with respect to the initial Liquidity Facilities and (ii) any fee letter entered into among the Subordination Agent, any Replacement Liquidity Provider and Northwest in respect of such Liquidity Facilities.

“Final Distributions” means, with respect to the Certificates of any Trust on any Distribution Date, the sum of (x) the aggregate amount of all accrued and unpaid interest on such Certificates (excluding interest, if any, payable with respect to the Deposits relating to such Trust) and (y) the Pool Balance of such Certificates as of the immediately preceding Distribution Date (less the amounts of the Deposits for such Class of Certificates as of such preceding Distribution Date other than any portion of such Deposits thereafter used to acquire Equipment Notes pursuant to the Note Purchase Agreement). For purposes of calculating Final Distributions with respect to the Certificates of any Trust, any Premium paid on the Equipment Notes held in such Trust which has not been distributed to the Certificateholders of such Trust (other than such Premium or a portion thereof applied to the payment of interest on the Certificates of such Trust or the reduction of the Pool Balance of such Trust) shall be added to the amount of such Final Distributions.

“Final Drawing” has the meaning assigned to such term in Section 3.5(i).

“Final Legal Distribution Date” means (i) with respect to the Class A Certificates, May 1, 2021 and (ii) with respect to the Class B Certificates, May 1, 2019.

“Financing Agreement” means each of the Participation Agreements and the Note Purchase Agreement.

“Indenture” means each of the Trust Indentures entered into by the Loan Trustee and Northwest, pursuant to the Note Purchase Agreement, in each case as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Indenture Event of Default” means, with respect to any Indenture, any Event of Default (as such term is defined in such Indenture) thereunder.

“Interest Drawing” has the meaning assigned to such term in Section 3.5(a).

“Interest Payment Date” means, with respect to any Liquidity Facility, each date on which interest is due and payable under such Liquidity Facility on a Downgrade Drawing, Non-Extension Drawing, a Special Termination Drawing or Final Drawing thereunder, other than any such date on which interest is due and payable under such Liquidity Facility only on an Applied Provider Advance or Applied Special Termination Advance (as such terms are defined in such Liquidity Facility).
“Investment Earnings” means investment earnings on funds on deposit in the Trust Accounts net of losses and investment expenses of the Subordination Agent in making such investments.

“Junior Additional Certificateholder” has the meaning assigned to such term in Section 2.7(c).

“Lien” means any mortgage, pledge, lien, charge, claim, disposition of title, encumbrance, lease, sublease, sub-sublease or security interest of any kind, including, without limitation, any thereof arising under any conditional sales or other title retention agreement.

“Liquidity Event of Default” with respect to any Liquidity Facility, has the meaning assigned to such term in such Liquidity Facility.

“Liquidity Expenses” means all Liquidity Obligations other than (i) the principal amount of any Drawings under the Liquidity Facilities and (ii) any interest accrued on any Liquidity Obligations.

“Liquidity Facility” means, at any time, the Class A Liquidity Facility or the Class B Liquidity Facility, as applicable.

“Liquidity Obligations” means all principal, interest, fees and other amounts owing to the Liquidity Providers under the Liquidity Facilities, Section 7 of the Participation Agreements or the Fee Letters.

“Liquidity Provider” means, at any time, the Class A Liquidity Provider or the Class B Liquidity Provider, as applicable.

“Loan Trustee” means, with respect to any Indenture, the indenture trustee thereunder.

“Minimum Sale Price” means, with respect to any Aircraft or the Equipment Notes issued in respect of such Aircraft, at any time, the lesser of (1) in the case of the sale of an Aircraft, 75%, or in the case of the sale of related Equipment Notes, 85%, of the Appraised Current Market Value of such Aircraft and (2) the sum of the aggregate Note Target Price of such Equipment Notes and an amount equal to the Excess Liquidity Obligations in respect of the Indenture under which such Equipment Notes were issued.

“Moody’s” means Moody’s Investors Service, Inc.

“Non-Controlling Party” means, at any time, any Trustee or Liquidity Provider which is not the Controlling Party at such time.

“Non-Extended Facility” has the meaning assigned to such term in Section 3.5(d).

“Non-Extension Drawing” has the meaning assigned to such term in Section 3.5(d).

“Non-Performing Equipment Note” means an Equipment Note that is not a Performing Equipment Note.

“Northwest” means Northwest Airlines, Inc., a Minnesota corporation, and its successors and assigns.

“Northwest Bankruptcy Event” means the commencement and continuation of any of the following:

(a) the commencement of an involuntary case or other proceeding in respect of Northwest in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law in the United States or seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Northwest or for all or substantially all of its property, or seeking the winding-up or liquidation of its affairs and the continuation of any such case or other proceeding undismitted and unstayed for a period of ninety (90) consecutive days or an order, judgment or decree shall be entered in any proceeding
by any court of competent jurisdiction appointing, without the consent of Northwest, a receiver, trustee or liquidator of
Northwest, or of any substantial part of its property, or sequestering any substantial part of the property of Northwest and
any such order, judgment or decree or appointment or sequestration shall be final or shall remain in force undissmissed,
unstayed or unvacated for a period of ninety (90) days after the date of entry thereof; or

(b) the commencement by Northwest of a voluntary case under the federal bankruptcy laws, as now
constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law in the
United States, or the consent by Northwest to the appointment of or taking possession by a receiver, liquidator, assignee,
trustee, custodian, sequestrator (or other similar official) of Northwest or for all or substantially all of its property, or the
making by Northwest of any assignment for the benefit of creditors or the taking by Northwest of any corporate action to
authorize any of the foregoing.

“Northwest Provisions” has the meaning assigned to such term in Section 9.1(a).

“Note Purchase Agreement” means the Note Purchase Agreement, dated as of the date hereof, among Northwest, each
Trustee, the Escrow Agent, the Subordination Agent and the Paying Agent as amended, supplemented or otherwise modified from time to
time in accordance with its terms.

“Note Target Price” means, for any Equipment Note issued under any Indenture, (i) the aggregate outstanding principal
amount of such Equipment Note, plus (ii) the accrued and unpaid interest thereon, together with all other sums owing on or in respect of such
Equipment Note under such Indenture (including, without limitation, enforcement costs incurred by the Subordination Agent in respect of
such Equipment Note).

“Notice Date” has the meaning assigned to such term in Section 3.5(d).

“NWA Corp.” has the meaning assigned to such term in the preliminary statements to this Agreement.

“Officer’s Certificate” of any Person means a certification signed by a Responsible Officer of such Person.

“Operative Agreements” means this Agreement, the Liquidity Facilities, the Indentures, the Trust Agreements, the
Underwriting Agreement, the Participation Agreements, the Fee Letters, the Equipment Notes and the Certificates, together with all exhibits
and schedules included with any of the foregoing and each of the other documents and instruments referred to in the definitions of “Operative
Documents” contained in any Indenture.

“Outstanding” means, when used with respect to each Class of Certificates, as of the date of determination, all Certificates
of such Class theretofore authenticated and delivered under the related Trust Agreement, except:

(i) Certificates of such Class theretofore cancelled by the Registrar (as defined in such Trust Agreement) or delivered
to the Trustee thereunder or such Registrar for cancellation;

(ii) Certificates of such Class for which money in the full amount required to make the Final Distribution with respect
to such Certificates pursuant to Section 11.01 of such Trust Agreement has been theretofore deposited with the related Trustee in
trust for the holders of such Certificates as provided in Section 4.01 of such Trust Agreement

pending distribution of such money to such Certificateholders pursuant to such Final Distribution payment; and

(iii) Certificates of such Class in exchange for or in lieu of which other Certificates have been authenticated and
delivered pursuant to such Trust Agreement;
provided, however, that in determining whether the holders of the requisite Outstanding amount of such Certificates have given any request, demand, authorization, direction, notice, consent or waiver hereunder, any Certificates owned by Northwest or any of its Affiliates shall be disregarded and deemed not to be Outstanding, except that, in determining whether such Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Certificates that such Trustee knows to be so owned shall be so disregarded. Certificates so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the applicable Trustee the pledgee’s right so to act with respect to such Certificates and that the pledgee is not Northwest or any of its Affiliates.

“Overdue Scheduled Payment” means any Scheduled Payment which is not in fact received by the Subordination Agent within ten Business Days after the Scheduled Payment Date relating thereto.

“Participation Agreements” means, with respect to each Indenture, the Participation Agreement referred to therein, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Pass Through Trust Agreement” means the Pass Through Trust Agreement, dated as of June 3, 1999 by and among the NWA Corp., Northwest and the U.S. Bank Trust (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association), not in its individual capacity except as expressly provided therein, but solely as trustee (in such capacity, together with its successors in such capacity, the “Pass Through Trustee”).

“Payee” has the meaning assigned to such term in Section 2.4(c).

“Paying Agent” means U.S. Bank National Association, as paying agent under each Escrow and Paying Agent Agreement, together with its successors in such capacity.

“Performing Equipment Note” means an Equipment Note with respect to which no payment default has occurred and is continuing (without giving effect to any Acceleration); provided that in the event of a bankruptcy proceeding under the Bankruptcy Code in which Northwest is a debtor any payment default existing during the 60-Day Period (or such longer period as may apply under Section 1110(b) of the Bankruptcy Code or as may apply for the cure of such payment default under Section 1110(a)(2)(B) of the Bankruptcy Code) shall not be taken into consideration until the expiration of the applicable period.

“Performing Note Deficiency” means any time that less than 65% of the then aggregate outstanding principal amount of all Equipment Notes are Performing Equipment Notes.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, trustee, unincorporated organization or government or any agency or political subdivision thereof.

“Pool Balance” means, with respect to each Trust or the Certificates issued by any Trust, as of any date, (i) the original aggregate face amount of the Certificates of such Trust less (ii) the aggregate amount of all payments made in respect of the Certificates of such Trust or in respect of Deposits relating to such Trust other than payments made in respect of interest or premium thereon or reimbursement of any costs and expenses in connection therewith. The Pool Balance for each Trust or for the Certificates issued by any Trust as of any date shall be computed after giving effect to any special distribution with respect to unused Deposits the payment of principal, if any, on the Equipment Notes or payment with respect to other Trust Property held in such Trust and the distribution thereof to be made on such date.

“Post-Default Appraisal” has the meaning assigned to such term in Section 4.1(a)(iv).

“Preferred B Pool Balance” means, as of any date, the excess of (A) the Pool Balance of the Class B Certificates as of the immediately preceding Distribution Date (or, if such date is on or before the first Distribution Date, the original aggregate face amount of the
Class B Certificates) (after giving effect to distributions made on such date) over (B) the sum of (i) the outstanding principal amount of each Series B Equipment Note that remains unpaid as of such date subsequent to the disposition of the Aircraft for cash under the Indenture pursuant to which such Series B Equipment Note was issued and after giving effect to any distributions of the proceeds of such disposition applied under such Indenture to the payment of each such Series B Equipment Note, (ii) the outstanding principal amount of each Series B Equipment Note that remains unpaid as of such date subsequent to the scheduled date of mandatory redemption of such Series B Equipment Note following an Event of Loss (as defined in such Indenture) with respect to such Aircraft and after giving effect to the distributions of any proceeds in respect of such Event of Loss applied under such Indenture to the payment of each such Series B Equipment Note, (iii) the excess, if any, of (x) the outstanding amount of principal and interest as of the date of sale of each Series B Equipment Note previously sold for cash over (y) the purchase price received with respect to the sale of such Series B Equipment Note for cash (net of any applicable costs and expenses of sale) and (iv) the outstanding principal amount of any Series B Equipment Note with respect to which a Deemed Disposition Event has occurred; provided, however, that if more than one of the clauses (i), (ii), (iii) and (iv) is applicable to any one Series B Equipment Note, only the amount determined pursuant to the clause that first became applicable shall be counted with respect to such Series B Equipment Note.

“Premium” means any “Make-Whole Amount”, as such term is defined in any Indenture.

“Proceeding” means any suit in equity, action at law or other judicial or administrative proceeding.

“Provider Incumbency Certificate” has the meaning assigned to such term in Section 2.5(c).

“Provider Representatives” has the meaning assigned to such term in Section 2.5(c).

“PTC Event of Default” means, with respect to each Trust Agreement, the failure to pay within 10 Business Days of the due date thereof: (i) the outstanding Pool Balance of the applicable Class of Certificates on the Final Legal Distribution Date for such Class or (ii) interest due on such Certificates on any Distribution Date (unless, in the case of the Class A Trust Agreement or the Class B Trust Agreement, the Subordination Agent shall have made an Interest Drawing or a withdrawal from the Cash Collateral Account relating to a Liquidity Facility for such Class, with respect thereto in an amount sufficient to pay such interest and shall have distributed such amount to the Trustee entitled thereto).

“Rating Agencies” means, collectively, at any time, each nationally recognized rating agency which shall have been requested to rate the Certificates and which shall then be rating the Certificates. Initially, the Rating Agencies shall consist of Moody’s and Standard & Poor’s.

“Ratings Confirmation” means, with respect to any action proposed to be taken, a written confirmation from each of the Rating Agencies that such action would not result in (i) a reduction of the rating for any Class of Certificates below the then current rating for such Class of Certificates or (ii) a withdrawal or suspension of the rating of any Class of Certificates.

“Refinancing Certificateholders” has the meaning assigned to such term in Section 9.1(c).

“Refinancing Certificates” has the meaning assigned to such term in Section 9.1(c).

“Refinancing Equipment Notes” has the meaning assigned to such term in Section 9.1(c).

“Refinancing Trust Agreement” has the meaning assigned to such term in Section 9.1(c).

“Refinancing Trust” has the meaning assigned to such term in Section 9.1(c).

“Refinancing Trustee” has the meaning assigned to such term in Section 9.1(c).
“Regular Distribution Dates” means each May 1 and November 1, commencing on May 1, 2008; provided, however, that, if any such day shall not be a Business Day, the related distribution shall be made on the next succeeding Business Day without additional interest.

“Replacement Liquidity Facility” means, for any Liquidity Facility, an irrevocable revolving credit agreement (or agreements) in substantially the form of the replaced Liquidity Facility, including reinstatement provisions, or in such other form (which may include a letter of credit) as shall permit the Rating Agencies to confirm in writing their respective ratings then in effect for the related Certificates (before downgrading of such ratings, if any, as a result of the downgrading of the applicable Liquidity Provider), in a face amount (or in an aggregate face amount) equal to the then Required Amount and issued by a Person (or Persons) having unsecured short-term debt rating or issuer credit rating, as the case may be, issued by both Rating Agencies which are equal to or higher than the Threshold Rating. Without limitation of the form that a Replacement Liquidity Facility otherwise may have pursuant to the preceding sentence, a Replacement Liquidity Facility for any Class of Certificates may have a stated expiration date earlier than 15 days after the Final Legal Distribution Date of such Class of Certificates so long as such Replacement Liquidity Facility provides for a Non-Extension Drawing as contemplated by Section 3.5(d) hereof.

“Replacement Liquidity Provider” means a Person (or Persons) who issues a Replacement Liquidity Facility.

“Required Amount” means, with respect to each Liquidity Facility and each Cash Collateral Account related thereto, for any day, the sum of the aggregate amount of interest, calculated at the rate per annum equal to the Stated Interest Rate for the related Class of Certificates, that would be payable on such Class of Certificates on each of the three successive Regular Distribution Dates immediately following such day or, if such day is a Regular Distribution Date, on such day and the succeeding two Regular Distribution Dates, in each case calculated on the basis of the Pool Balance of such Class of Certificates on such date and without regard to expected future payments of principal on such Class of Certificates.

“Responsible Officer” means (i) with respect to the Subordination Agent and each of the Trustees, any officer in the corporate trust administration department of the Subordination Agent or such Trustee or any other officer customarily performing functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with a particular subject and (ii) with respect to each Liquidity Provider, any authorized officer or agent of such Liquidity Provider.

“Scheduled Payment” means, with respect to any Equipment Note, (i) any payment of principal and interest on such Equipment Note (other than an Overdue Scheduled Payment) due from the obligor thereon, which payment represents the installment of principal at the stated maturity of such installment of principal on such Equipment Note, the payment of regularly scheduled interest accrued on the unpaid principal amount of such Equipment Note, or both or (ii) any payment of interest on the corresponding Class of Certificates with funds drawn under any Liquidity Facility or withdrawn from any Cash Collateral Account, which payment represents the payment of regularly scheduled interest accrued on the unpaid principal amount of the related Equipment Note; provided that any payment of principal of, Premium, if any, or interest resulting from the redemption or purchase of any Equipment Note shall not constitute a Scheduled Payment.

“Scheduled Payment Date” means, with respect to any Scheduled Payment, the date on which such Scheduled Payment is scheduled to be made.

“Section 2.4 Fraction” means, with respect to any Special Distribution Date, a fraction, the numerator of which shall be the amount of principal of the applicable Series A Equipment Notes and Series B Equipment Notes being redeemed, purchased or prepaid on such Special Distribution Date, and the denominator of which shall be the aggregate unpaid principal
amount of all Series A Equipment Notes and Series B Equipment Notes outstanding as of such Special Distribution Date.

“Senior Additional Certificateholder” has the meaning assigned to such term in Section 2.7(c).

“Senior Additional Equipment Notes” has the meaning assigned to such term in Section 2.7(c).

“Series A Equipment Notes” means the Series A Equipment Notes issued pursuant to any Indenture by Northwest and authenticated by the Loan Trustee thereunder, and any such Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of such Indenture.

“Series B Equipment Notes” means the Series B Equipment Notes issued or re-issued pursuant to any Indenture by Northwest and authenticated by the Loan Trustee thereunder, and any such Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of such Indenture.

“60-Day Period” means 60-day period specified in Section 1110(a)(2)(A) of the Bankruptcy Code.

“Special Distribution Date” means, with respect to any Special Payment, the date chosen by the Subordination Agent pursuant to Section 2.4(a) for the distribution of such Special Payment in accordance with this Agreement, whether distributed pursuant to Section 2.4 or Section 3.2 hereof.

“Special Payment” means any payment (other than a Scheduled Payment) in respect of, or any proceeds of, any Equipment Note or Collateral.

“Special Payments Account” means the Eligible Deposit Account created pursuant to Section 2.2(a)(ii) as a sub-account to the Collection Account.

“Special Termination Drawing” has the meaning assigned to such term in Section 3.5(k).

“Special Termination Notice” with respect to a Liquidity Facility, has the meaning assigned to such term in such Liquidity Facility.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Stated Amount” with respect to any Liquidity Facility, means the Maximum Commitment (as defined in such Liquidity Facility) of the applicable Liquidity Provider thereunder.

“Stated Expiration Date” has the meaning assigned to such term in Section 3.5(d).

“Stated Interest Rate” means (i) with respect to the Class A Certificates, 7.027% per annum and (ii) with respect to the Class B Certificates, 8.028% per annum.

“Subordination Agent” has the meaning assigned to it in the preliminary statements to this Agreement.

“Subordination Agent Incumbency Certificate” has the meaning assigned to such term in Section 2.5(a).
“Subordination Agent Representatives” has the meaning assigned to such term in Section 2.5(a).

“Tax” and “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, loss, damage, liability, expense, additions to tax and additional amounts or costs incurred or imposed with respect thereto) imposed or otherwise assessed by the United States or by any state, local or foreign government (or any subdivision or agency thereof) or other taxing authority, including, without limitation: taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth and similar charges; taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added, taxes on goods and services, gains taxes, license, registration and documentation fees, customs duties, tariffs, and similar charges.

“Termination Notice” with respect to any Liquidity Facility has the meaning assigned to such term in such Liquidity Facility.

“Threshold Rating” means the short-term unsecured debt rating of P-1 by Moody’s and the short-term issuer credit rating of A-1 by Standard & Poor’s.

“Treasury Regulations” means regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

“Triggering Event” means (x) the occurrence of an Indenture Event of Default under all of the Indentures resulting in a PTC Event of Default with respect to the most senior Class of Certificates then Outstanding, (y) the Acceleration of all of the outstanding Equipment Notes (provided that, with respect to the period prior to the Delivery Period Expiration Date, such Equipment Notes have an aggregate principal balance in excess of $200,000,000 or (z) the occurrence of a Northwest Bankruptcy Event.

“Trust” means either of the Class A Trust or the Class B Trust.

“Trust Accounts” has the meaning assigned to such term in Section 2.2(a).

“Trust Agreement” means either of the Class A Trust Agreement or the Class B Trust Agreement.

“Trust Property” with respect to any Trust, has the meaning set forth in the Trust Agreement for such Trust.

“Trustee” means either of the Class A Trustee or the Class B Trustee.

“Trustee Incumbency Certificate” has the meaning assigned to such term in Section 2.5(b).

“Trustee Representatives” has the meaning assigned to such term in Section 2.5(b).

“Unapplied Provider Advance” with respect to any Liquidity Facility, has the meaning assigned to such term in such Liquidity Facility.


“Underwriting Agreement” means the Underwriting Agreement dated October 2, 2007 among the Underwriters, Northwest and NWA Corp., relating to the purchase of the Certificates by the Underwriters, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.
“Unindemnified Tax” means (i) any Tax imposed on the net income, net worth or capital, any franchise Tax or similar doing business Tax of the Subordination Agent and (ii) any withholding Tax imposed by the United States (including, without limitation, any withholding Tax imposed by the United States which is imposed or increased as a result of the Subordination Agent’s failing to deliver to the Company any certificate or document necessary to establish that payments under this Agreement are exempt from withholding Tax).

“U.S. Bank Trust” has the meaning assigned to it in the preliminary statements to this Agreement.

“Withdrawal Notice” has the meaning assigned to such term in Section 3.5(d).

“Written Notice” means, from the Subordination Agent, any Trustee or any Liquidity Provider, a written instrument executed by the Designated Representative of such Person. An invoice delivered by a Liquidity Provider pursuant to Section 3.1 in accordance with its normal invoicing procedures shall constitute Written Notice under such Section.

ARTICLE II

TRUST ACCOUNTS; CONTROLLING PARTY

SECTION 2.1. Agreement to Terms of Subordination; Payments from Monies Received Only. (a) Each Trustee hereby acknowledges and agrees to the terms of subordination and distribution set forth in this Agreement in respect of each Class of Certificates and agrees to enforce such provisions and cause all payments in respect of the Equipment Notes held by the Subordination Agent and the Liquidity Facilities to be applied in accordance with the terms of this Agreement. In addition, each Trustee hereby agrees to cause the Equipment Notes purchased by the related Trust to be registered in the name of the Subordination Agent or its nominee, as agent and trustee for such Trustee, to be held in trust by the Subordination Agent solely for the purpose of facilitating the enforcement of the subordination and other provisions of this Agreement.

(b) Except as otherwise expressly provided in the next succeeding sentence of this Section 2.1(b), all payments to be made by the Subordination Agent hereunder shall be made only from amounts received by it that constitute Scheduled Payments, Special Payments or payments under Section 7 of the Participation Agreements, and only to the extent that the Subordination Agent shall have received sufficient income or proceeds therefrom to enable it to make such payments in accordance with the terms hereof. Each of the Trustees and the Subordination Agent hereby agrees and, as provided in each Trust Agreement, each Certificateholder, by its acceptance of a Certificate and each Liquidity Provider, by entering into the Liquidity Facility to which it is a party, has agreed to look solely to such amounts to the extent available for distribution to it as provided in this Agreement and to the relevant Deposits and that none of the Trustees, Loan Trustees nor the Subordination Agent is personally liable to any of them for any amounts payable or any liability under this Agreement, any Trust Agreement, any Liquidity Facility or such Certificate, except (in the case of the Subordination Agent) as expressly provided herein or (in the case of the Trustees) as expressly provided in each Trust Agreement or (in the case of the Loan Trustees) as expressly provided in any Operative Agreement.

SECTION 2.2. Trust Accounts. (a) Upon the execution of this Agreement, the Subordination Agent shall establish and maintain in its name (i) the Collection Account as an Eligible Deposit Account, bearing a designation clearly indicating that the funds deposited therein are held in trust for the benefit of the Trustees, the Certificateholders and the Liquidity Providers and (ii) as a sub-account in the Collection Account, the Special Payments Account as an Eligible Deposit Account, bearing a designation clearly indicating that the funds deposited therein are held in trust for the benefit of the Trustees, the Certificateholders and the Liquidity Providers. The Subordination Agent shall establish and maintain the Cash Collateral Accounts pursuant to and under the circumstances set forth in Section 3.5(f) hereof. Upon such establishment and maintenance under Section 3.5(f) hereof, the Cash Collateral Accounts shall, together with the Collection Account,
Funds on deposit in the Trust Accounts shall be invested and reinvested by the Subordination Agent in Eligible Investments selected by the Subordination Agent if such investments are reasonably available and have maturities no later than the earlier of (i) 90 days following the date of such investment and (ii) the Business Day immediately preceding the Regular Distribution Date or the date of the related distribution pursuant to Section 2.4 hereof, as the case may be, next following the date of such investment; provided, however, that following the making of a Downgrade Drawing, a Non-Extension Drawing or a Special Termination Drawing under any Liquidity Facility, the Subordination Agent shall invest and reinvest such amounts in Eligible Investments at the direction of Northwest (or, if and to the extent so specified to the Subordination Agent by Northwest with respect to any Liquidity Facility, the Liquidity Provider with respect to such Liquidity Facility); provided further, however, that, notwithstanding the foregoing proviso, following the making of a Non-Extension Drawing, a Downgrade Drawing or a Special Termination Drawing under any initial Liquidity Facility, the Subordination Agent shall invest and reinvest the amounts in the Cash Collateral Account with respect to such Liquidity Facility in Eligible Investments pursuant to the written instructions of the Liquidity Provider funding such Drawing; provided further, however, that notwithstanding the foregoing provisos, following the making of a Final Drawing or the conversion of a Downgrade Drawing, Non-Extension Drawing or Special Termination Drawing to a Final Drawing, the Subordination Agent shall invest and reinvest such amounts in Eligible Investments in accordance with the written instructions of the Controlling Party. Unless otherwise expressly provided in this Agreement (including, without limitation, with respect to Investment Earnings on amounts on deposit in the Cash Collateral Accounts pursuant to Section 3.5(f) hereof), any Investment Earnings shall be deposited in the Collection Account when received by the Subordination Agent and shall be applied by the Subordination Agent in the same manner as the other amounts on deposit in the Collection Account are to be applied and any losses shall be charged against the principal amount invested, in each case net of the Subordination Agent’s reasonable fees and expenses in making such investments. The Subordination Agent shall not be liable for any loss resulting from any investment, reinvestment or liquidation required to be made under this Agreement other than by reason of its willful misconduct or gross negligence or, with respect to the handling or transfer of funds, ordinary negligence. Eligible Investments and any other investment required to be made hereunder shall be held to their maturities except that any such investment may be sold (without regard to its maturity) by the Subordination Agent without instructions whenever such sale is necessary to make a distribution required under this Agreement. Uninvested funds held hereunder shall not earn or accrue interest.

(c) The Subordination Agent shall possess all right, title and interest in all funds on deposit from time to time in the Trust Accounts and in all proceeds thereof (including all income thereon, except as otherwise expressly provided in Section 3.3(b) with respect to Investment Earnings). The Trust Accounts shall be held in trust by the Subordination Agent under the sole dominion and control of the Subordination Agent for the benefit of the Trustees, the Certificateholders and the Liquidity Providers, as the case may be. If, at any time, any of the Trust Accounts ceases to be an Eligible Deposit Account, the Subordination Agent shall within 10 Business Days (or such longer period, not to exceed 30 calendar days, for which a Ratings Confirmation for each Class of Certificates shall have been obtained) establish a new Collection Account, Special Payments Account or Cash Collateral Account, as the case may be, as an Eligible Deposit Account and shall transfer any cash and/or any investments to such new Collection Account, Special Payments Account or Cash Collateral Account, as the case may be. So long as the Subordination Agent is an Eligible Institution, the Trust Accounts shall be maintained with it as Eligible Deposit Accounts.

SECTION 2.3. Deposits to the Collection Account and Special Payments Account. (a) The Subordination Agent shall, upon receipt thereof, deposit in the Collection Account all Scheduled Payments received by it (other than any Scheduled Payment which by the express terms hereof is to be deposited to a Cash Collateral Account).

(b) The Subordination Agent shall, on each date when one or more Special Payments are made to the Subordination Agent as holder of the Equipment Notes, deposit in the Special Payments Account the aggregate amount of such Special Payments.

SECTION 2.4. Distributions of Special Payments. (a) Notice of Special Payment. Except as provided in Section 2.4(c) below, upon receipt by the Subordination Agent, as registered holder of the Equipment Notes, of any notice of a Special
For the purposes of the application of any Equipment Note Special Payment distributed on a Special Distribution Date in accordance with Section 3.2 hereof, so long as no Indenture Event of Default shall have occurred and be continuing under any Indenture:

(i) the amount of accrued and unpaid Liquidity Expenses that are not yet due that are payable pursuant to clause “second” thereof shall be multiplied by the Section 2.4 Fraction;

(ii) clause “third” thereof shall be deemed to read as follows: “third, (i) such amount as shall be required to pay accrued and unpaid interest then overdue on all Liquidity Obligations (at the rate, or in the amount, provided in the applicable Liquidity Facility) plus an amount equal to the amount of accrued and unpaid interest on the Liquidity Obligations not yet overdue multiplied by the Section 2.4 Fraction, and (ii) if a Special Termination Drawing has been made under any Liquidity Facility and has not been converted into a Final Drawing, the outstanding amount of such Special Termination Drawing shall be distributed to the applicable Liquidity Providers, pro rata on the basis of all amounts described in clauses (i) and (ii) above owed to each Liquidity Provider”;

(iii) clause “seventh” thereof shall be deemed to read as follows: “seventh, such amount as shall be required to pay accrued, due and unpaid interest at the Stated Interest Rate on the outstanding Pool Balance of the Class A Certificates together with (without duplication) accrued and unpaid interest at the Stated Interest Rate on the outstanding principal amount of the Series A Equipment Notes held in the Class A Trust being redeemed, purchased or prepaid”, in each case excluding interest, if any, payable with respect to the Deposits relating to the Class A Trust;

(iv) clause “eighth” thereof shall be deemed to read as follows: “eighth, such amount as shall be required to pay any accrued, due and unpaid Class B Adjusted Interest to the holders of the Class B Certificates” (excluding interest, if any, payable with respect to the Deposits relating to the Class B Trust);

(v) clause “tenth” thereof shall be deemed to read as follows: “tenth, such amount as shall be required to pay in full accrued, due and unpaid interest at the Stated Interest Rate on the outstanding Pool Balance of the Class B Certificates which was not previously paid pursuant to clause “eighth” above to the holders of the Class B Certificates together with (without duplication) accrued and unpaid interest at the Stated Interest Rate on the outstanding principal amount of the Series B Equipment Notes held in the Class B Trust and being redeemed, purchased or prepaid, in each case excluding interest, if any, payable with respect to the Deposits relating to the Class B Trust.”

(c) Investment of Amounts in Special Payments Account. Any amounts on deposit in the Special Payments Account prior to the distribution thereof pursuant to Section 2.4 or 3.2 shall be invested in accordance with Section 2.2(b). Investment Earnings on such investments shall be distributed in accordance with Article III hereof.

(d) Certain Payments. Except for amounts constituting Liquidity Obligations which shall be distributed as provided in Section 3.2, the Subordination Agent will distribute promptly upon receipt thereof (i) any indemnity payment or expense reimbursement received by it from Northwest in respect of any Trustee or any Liquidity Provider, Paying Agent, Depositary or Escrow Agent (collectively, the “Payees”) and (ii) any compensation (including, without limitation, any fees payable to any Liquidity Provider under the Fee Letters) received by it from Northwest under any Operative Agreement in respect of any Payee, directly to the Payee entitled thereto.

SECTION 2.5. Designated Representatives. (a) With the delivery of this Agreement, the Subordination Agent shall furnish to each Liquidity Provider and each Trustee, and from time to time thereafter may furnish to each Liquidity Provider and each Trustee, at the Subordination Agent’s discretion, or upon any Liquidity Provider’s or Trustee’s request (which request shall not be made more than one time
in any 12-month period), a certificate (a “Subordination Agent Incumbency Certificate”) of a Responsible Officer of the Subordination Agent certifying as to the incumbency and specimen signatures of the officers of the Subordination Agent and the attorney-in-fact and agents of the Subordination Agent (the “Subordination Agent Representatives”) authorized to give Written Notices on behalf of the Subordination Agent hereunder. Until each Liquidity Provider and each Trustee receives a subsequent Subordination Agent Incumbency Certificate, it shall be entitled to rely on the last Subordination Agent Incumbency Certificate delivered to it hereunder.

(b) With the delivery of this Agreement, each Trustee shall furnish to the Subordination Agent, and from time to time thereafter may furnish to the Subordination Agent, at such Trustee’s discretion, or upon the Subordination Agent’s request (which request shall not be made more than one time in any 12-month period), a certificate (a “Trustee Incumbency Certificate”) of a Responsible Officer of such Trustee certifying as to the incumbency and specimen signatures of the officers of such Trustee and the attorney-in-fact and agents of such Trustee (the “Trustee Representatives”) authorized to give Written Notices on behalf of such Trustee hereunder. Until the Subordination Agent receives a subsequent Trustee Incumbency Certificate, it shall be entitled to rely on the last Trustee Incumbency Certificate delivered to it hereunder.

(c) With the delivery of this Agreement, each Liquidity Provider shall furnish to the Subordination Agent, and from time to time thereafter may furnish to the Subordination Agent, at such Liquidity Provider’s discretion, or upon the Subordination Agent’s request (which request shall not be made more than one time in any 12-month period), a certificate (each, a “Provider Incumbency Certificate”) of any Responsible Officer of such Liquidity Provider certifying as to the incumbency and specimen signatures of any officer, attorney-in-fact, agent or other designated representative of such Liquidity Provider (in each case, the Provider Representatives) and, together with the Subordination Agent Representatives and the Trustee Representatives, the “Designated Representatives” authorized to give Written Notices on behalf of such Liquidity Provider hereunder. Until the Subordination Agent receives a subsequent Provider Incumbency Certificate, it shall be entitled to rely on the last Provider Incumbency Certificate delivered to it hereunder by the relevant Liquidity Provider.

SECTION 2.6. Controlling Party. (a) The Trustees and the Liquidity Providers hereby agree that, with respect to any Indenture at any given time, the Loan Trustee thereunder will be directed in taking, or refraining from taking, any action under such Indenture or with respect to the Equipment Notes issued thereunder (i) so long as no Indenture Event of Default has occurred and is continuing thereunder, by the holders of at least a majority of the outstanding principal amount of such Equipment Notes (provided that, for so long as the Subordination Agent is the registered holder of the Equipment Notes, the Subordination Agent shall act with respect to this clause (i) in accordance with the directions of the Trustees (in the case of each such Trustee, with respect to the Equipment Notes issued under such Indenture and held as Trust Property of such Trust) constituting, in the aggregate, directions with respect to at least a majority of outstanding principal amount of Equipment Notes except as provided in Section 9.1(b)), and (ii) after the occurrence and during the continuance of an Indenture Event of Default thereunder, in taking, or refraining from taking, any action under such Indenture or with respect to such Equipment Notes, including exercising remedies thereunder (including Accelerating the Equipment Notes issued thereunder or foreclosing the Lien created thereunder on the Aircraft securing such Equipment Notes), by the Controlling Party (except as otherwise provided in Section 2.6(d)).

(b) Subject to subparagraph (c) below, the “Controlling Party” shall be (x) the Class A Trustee and upon payment of Final Distributions to the holders of Class A Certificates, the Class B Trustee. For purposes of giving effect to the provisions of Section 2.6(a) and this Section 2.6(b), the Trustees (other than the Controlling Party) irrevocably agree (and the Certificateholders (other than the Certificateholders represented by the Controlling Party) shall be deemed to agree by virtue of their purchase of Certificates) that the Subordination Agent, as record holder of the Equipment Notes, and subject to the provisions of Section 2.6(a) and Article IX, shall exercise its voting rights in respect of the Equipment Notes so held by the Subordination Agent as directed by the Controlling Party and any vote so exercised shall be binding upon the Trustees and all Certificateholders.

The Subordination Agent shall give Written Notice to all of the other parties to this Agreement promptly upon a change in the identity of the Controlling Party. Each of the parties hereto agrees that it shall not exercise any of the rights of the Controlling Party at such time as it is not the Controlling Party hereunder; provided, however, that nothing herein contained shall prevent or prohibit any Non-
Controlling Party from exercising such rights as shall be specifically granted to such Non-Controlling Party hereunder and under the other Operative Agreements.

(c) Notwithstanding the foregoing provisions of clauses (a) and (b) above, at any time after 18 months from the earliest to occur of (i) the date on which the entire Available Amount as of such date under any Liquidity Facility shall have been drawn (excluding a Downgrade Drawing, a Non-Extension Drawing or a Special Termination Drawing but including a Final Drawing or a Downgrade Drawing, a Non-Extension Drawing or a Special Termination Drawing that has been converted to a Final Drawing under such Liquidity Facility) and remains unreimbursed, (ii) the date on which the entire amount of any Downgrade Drawing, Non-Extension Drawing or a Special Termination Drawing on deposit in the relevant Cash Collateral Account up to the Required Amount as of such date under the relevant Liquidity Facility shall have become and remain “Applied Downgrade Advances” or “Applied Non-Extension Advances” or “Applied Special Termination Advances”, as the case may be, under and as defined in such Liquidity Facility and (iii) the date on which all Equipment Notes under all Indentures shall have been Accelerated (provided that (A) with respect to the period prior to the Delivery Period Expiration Date, such Equipment Notes have an aggregate principal balance in excess of $200,000,000 and (B) in the event of a bankruptcy proceeding under the Bankruptcy Code in which Northwest is a debtor, any amounts payable in respect of Equipment Notes which have become immediately due and payable by declaration or otherwise shall not be considered Accelerated for purposes of this sub-clause (iii) until the expiration of the 60-Day Period or such longer period as may apply under Section 1110(a)(2)(B) or Section 1110(b) of the Bankruptcy Code), the Liquidity Provider with the highest outstanding aggregate amount of Liquidity Obligations owed to it (so long as such Liquidity Provider has not defaulted in its obligation to make any Drawing under any Liquidity Facility) shall have the right to elect, by Written Notice to the Subordination Agent and each of the Trustees, to become the Controlling Party hereunder at any time from and including the last day of such 18-month period.

(d) Notwithstanding the foregoing provisions of clauses (a) through (c) above, if any holders of the Class B Certificates or Additional Certificates exercise their right under Section 2.7 hereof to purchase Equipment Notes issued under any Indenture, the holders of the majority in aggregate unpaid principal amount of all the Equipment Notes issued under such Indenture, instead of the Controlling Party, shall be entitled to direct the relevant Loan Trustee in taking, or refraining from taking, any action under such Indenture or with respect to such Equipment Notes, including exercising remedies thereunder (including Accelerating the Equipment Notes issued thereunder or foreclosing the Lien on the Aircraft securing such Equipment Notes) (it being understood and agreed that any Equipment Notes that continue to be held by the Subordination Agent shall be voted in accordance with clause (a) above).

(e) The exercise of remedies by the Controlling Party under this Agreement shall be expressly limited by Sections 4.1(a)(ii) and 4.1(a)(iii) hereof.

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(f) The Controlling Party shall not be entitled to require or obligate any Non-Controlling Party to provide funds necessary to exercise any right or remedy hereunder.

SECTION 2.7. Equipment Note Buy-Out Rights. (a) If an Equipment Note Buy-Out Event has occurred and is continuing, then so long as, with respect to the Indentures referred to below in this clause (a), no Additional Certificateholder has elected to exercise its right to purchase Equipment Notes issued under such Indentures pursuant to this Section 2.7 (upon such election and notification thereof, the right specified in this Section 2.7(a) shall be suspended and (x) upon consummation of the purchase pursuant to such election, be terminated with respect to such indentures, or (y) upon failure to consummate such purchase on the proposed purchase date, such right shall be revived), any Class B Certificateholder may, upon 15 days’ prior written notice to the Subordination Agent, each Trustee (and each such Trustee shall promptly provide such notice to all Certificateholders of its Trust) and each applicable Loan Trustee given on or before the date which is six months after the occurrence of the applicable Equipment Note Buy-Out Event, purchase on the third Business Day next following the expiry of such 15-day notice period all, but not less than all, of the Series A Equipment Notes issued under any one or more of the Indentures for a purchase price equal to the sum of the aggregate Note Target Price for such Series A Equipment Notes plus an amount equal to the Excess Liquidity Obligations in respect of such Indentures accrued as of the date of such purchase. If prior to the end of such 15-day period, any other holder of the Class B Certificates notifies the Subordination Agent, each Trustee (and each such Trustee shall promptly notify all Certificateholders of its Trust, including the purchasing Class B Certificateholder) and each applicable Loan Trustee that it wishes to participate in such purchase, then such other Certificateholder may join with the purchasing Certificateholder to purchase such Series A Equipment Notes pro rata based on the interest in the Class B Trust held by each such Certificateholder compared to such interests held by all such participating Certificateholders.
date of such purchase. If prior to the end of such 15-day period, any other holder of such class of Additional Certificates notifies the Subordination Agent, each Trustee (and each such Trustee shall promptly notify all Certificateholders of the applicable Trust, including the purchasing Additional Certificateholder) and each applicable Loan Trustee that it wishes to participate in such purchase, then such other Certificateholder may join with the purchasing Certificateholder to purchase such Series A Equipment Notes and Series B Equipment Notes (and, if applicable, any Senior Additional Equipment Notes (as defined below)) issued under any one or more Indentures for a purchase price equal to the sum of the aggregate Note Target Price for such Series A Equipment Notes, Series B Equipment Notes (and, if applicable, any Senior Additional Equipment Notes) plus an amount equal to the Excess Liquidity Obligations in respect of such Indentures accrued as of the
Notwithstanding the purchase of any Equipment Notes under any Indenture pursuant to this Section 2.7, the provisions of the Granting Clause, Section 2.05, Article III and Section 11.01 and the definitions of “Related Additional Series Equipment Note”, “Related Equipment Note”, “Related Event of Default”, “Related Indenture Indemnitee”, “Related Indentures”, “Related Indenture Trustee”, “Related Certificate Holder”, “Related Operative Documents”, “Related Participation Agreement”, “Related Event of Default”, “Related Secured Obligations”, “Related Series A Secured Certificates” and “Related Series B Secured Certificates” (the “Cross-Collateralization Provisions”) of such Indenture shall remain unchanged and in full force and effect, and may not be amended, modified or otherwise waived in any manner without the prior written consent of the Subordination Agent acting on the instructions of each Trustee. As a condition precedent to any purchase of Equipment Notes under this Section 2.7, each purchasing Certificateholder shall confirm in writing to the Subordination Agent that such purchasing Certificateholder acknowledges, consents and agrees to the provisions of this Section 2.7(e) and shall not take any action in contravention thereof or otherwise amend, modify or waive the Cross-Collateralization Provisions of such Indenture, and further acknowledges, consents and agrees to the restrictions set forth in Sections 4.1(a)(ii) and 4.1(a)(iii) hereof.

In the event that Northwest or any of its Affiliates is an owner of a Class B Certificate (or an Additional Certificate), it shall not have any right, as a Class B Certificateholder (or an Additional Certificateholder), as applicable, to purchase any Equipment Notes under this Section 2.7.

In connection with the purchase of Equipment Notes pursuant to this Section 2.7, upon the payment by any Certificateholder of the applicable Excess Liquidity Obligations and that portion of Note Target Price constituting enforcement costs incurred by the Subordination Agent, such Certificateholder, as the holder of such Equipment Notes, shall be subrogated to the right of the Subordination Agent to receive payment of such amounts in respect of such Equipment Notes under the applicable Indenture.

The right of any Certificateholder to purchase Equipment Notes pursuant to this Section 2.7 shall be subject to such purchase being exempt from, or not subject to, the registration requirements of the Securities Act of 1933, as amended, and in compliance with other applicable state or foreign securities laws. Each purchaser shall be required to provide to the Subordination Agent reasonably satisfactory evidence of compliance with such laws.

Any Taxes incurred by the applicable Loan Trustee, the Subordination Agent or the applicable Trustee in connection with the sale of any Equipment Note pursuant to the exercise by one or more Certificateholders of the right to purchase Equipment Notes pursuant to this Section 2.7 shall be paid by such purchasing Certificateholders, on a pro rata basis.

ARTICLE III

RECEIPT, DISTRIBUTION AND APPLICATION

OF AMOUNTS RECEIVED

SECTION 3.1. Written Notice of Distribution. (a) No later than 3:00 P.M. (New York City time) on the Business Day immediately preceding each Distribution Date, each of the following Persons shall deliver to the Subordination Agent a Written Notice setting forth the following information as at the close of business on such Business Day:

(i) With respect to the Class A Certificates, the Class A Trustee shall separately set forth the amounts to be paid in accordance with clause “first” (to reimburse payments made by such Trustee or the Class A Certificateholders, as the case may be, pursuant to subclause (ii) or (iv) of clause “first”), subclauses (ii) and (iii) of clause “sixth” of Section 3.2 hereof and clauses “seventh” and “ninth” of Section 3.2 hereof,
(ii) With respect to the Class B Certificates, the Class B Trustee shall separately set forth the amounts to be paid in accordance with clause “first” (to reimburse payments made by such Trustee or the Class B Certificateholders, as the case may be, pursuant to subclause (ii) or (iv) of clause “first”), subclauses (ii) and (iii) of clause “sixth” of Section 3.2 hereof and clauses “eighth”, “tenth” and “eleventh” of Section 3.2 hereof;

(iii) With respect to each Liquidity Facility, the Liquidity Provider thereunder shall separately set forth the amounts to be paid to it in accordance with subclauses (iii) and (iv) of clause “first” of Section 3.2 hereof, clause “second” of Section 3.2 hereof, clause “third” of Section 3.2 hereof, clause “fourth” of Section 3.2 hereof and clause “fifth” of Section 3.2 hereof; and

(iv) Each Trustee shall set forth the amounts to be paid to it in accordance with clause “sixth” of Section 3.2 hereof.

(b) At such time as a Trustee or a Liquidity Provider shall have received all amounts owing to it (and, in the case of a Trustee, the Certificateholders for which it is acting) pursuant to Section 3.2 hereof, and, in the case of a Liquidity Provider, its commitment or obligations under the related Liquidity Facility shall have terminated or expired, such Person shall, by a Written Notice, so inform the Subordination Agent and each other party to this Agreement.

(c) As provided in Section 6.5 hereof, the Subordination Agent shall be fully protected in relying on any of the information set forth in a Written Notice provided by any Trustee, any Liquidity Provider pursuant to paragraphs (a) and (b) above and shall have no independent obligation to verify, calculate or recalculate any amount set forth in any Written Notice delivered in accordance with such paragraphs.

(d) Any Written Notice delivered by a Trustee, a Liquidity Provider or the Subordination Agent, as applicable, pursuant to Section 3.1 hereof, if made prior to 10:00 A.M. (New York City time) on any Business Day, shall be effective on the date delivered (or if delivered later on a Business Day or if delivered on a day which is not a Business Day shall be effective as of the next Business Day). Subject to the terms of this Agreement, the Subordination Agent shall as promptly as practicable comply with any such instructions; provided, however, that any transfer of funds pursuant to any instruction received after 10:00 A.M. (New York City time) on any Business Day may be made on the next succeeding Business Day.

(e) In the event the Subordination Agent shall not receive from any Person any information set forth in paragraph (a) above which is required to enable the Subordination Agent to make a distribution to such Person pursuant to Section 3.2 hereof, the Subordination Agent shall request such information and, failing to receive any such information, the Subordination Agent shall not make such distribution(s) to such Person. In such event, the Subordination Agent shall make distributions pursuant to clauses “first” through “eleventh” of Section 3.2 to the extent it shall have sufficient information to enable it to make such distributions, and shall continue to hold any funds remaining, after making such distributions, until the Subordination Agent shall receive all necessary information to enable it to distribute any funds so withheld.

(f) On such dates (but not more frequently than monthly) as any Liquidity Provider or any Trustee shall request, but in any event automatically at the end of each calendar quarter, the Subordination Agent shall send to such party a written statement reflecting all amounts on deposit with the Subordination Agent pursuant to Section 3.1(e) hereof.

The notices required under this Section 3.1(a) may be in the form of a schedule or similar document provided to the Subordination Agent by the parties referenced therein or by any one of them, which schedule or similar document may state that, unless there has been a prepayment of any Equipment Note, such schedule or similar document is to remain in effect until any substitute notice or amendment shall be given to the Subordination Agent by the party providing such notice.

SECTION 3.2. Distribution of Amounts on Deposit in the Collection Account. Except as otherwise provided in Sections 2.4, 3.1(e), 3.3, 3.5(b) and 3.5(l), amounts on deposit in the Collection Account (including amounts on deposit in the Special Payments Account) shall be promptly distributed on each Regular Distribution Date (or, in the case of any amount described in Section 2.4(a), on the Special Distribution Date thereof) in the following order of priority and in accordance with the information provided to the Subordination Agent pursuant to Section 3.1(a) hereof:

first, such amount as shall be required to reimburse (i) the Subordination Agent for any reasonable out-of-pocket costs and expenses actually incurred by it (to the extent not previously reimbursed) or reasonably expected to be incurred by it for the period ending on the next succeeding Regular Distribution Date (which shall not exceed $150,000 unless approved in writing by the
any Trustee for any amounts of the nature described in clause (i) above actually incurred by it under the applicable Trust Agreement (to the extent not previously reimbursed), shall be distributed to such Trustee, (iii) any Liquidity Provider for any amounts of the nature described in clause (i) above actually incurred by it (to the extent not previously reimbursed), shall be distributed to such Liquidity Provider, and (iv) any Liquidity Provider or any Certificateholder for payments, if any, made by it to the Subordination Agent or any Trustee in respect of amounts described in clause (i) above actually incurred by it (to the extent not previously reimbursed) (collectively, the “Administration Expenses”), shall be distributed to such Liquidity Provider or the applicable Trustee for the account of such

Certificateholder, in each such case, pro rata on the basis of all amounts described in clauses (i) through (iv) above;

second, such amount as shall be required to pay all accrued and unpaid Liquidity Expenses owed to each Liquidity Provider shall be distributed to the Liquidity Providers pro rata on the basis of the amount of Liquidity Expenses owed to each Liquidity Provider;

third, (i) such amount as shall be required to pay the aggregate amount of accrued and unpaid interest on all Liquidity Obligations (at the rate, or in the amount, provided in the applicable Liquidity Facility) and (ii) if a Special Termination Drawing has been made under any Liquidity Facility and has not been converted into a Final Drawing, the outstanding amount of such Special Termination Drawing, shall be distributed to the applicable Liquidity Providers pro rata on the basis of all amounts described in clauses (i) and (ii) above owed to each Liquidity Provider;

fourth, such amount as shall be required (A) if any Cash Collateral Account had been previously funded as provided in Section 3.5(f), unless (i) a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to the related Liquidity Facility or (ii) a Final Drawing shall have occurred with respect to such Liquidity Facility, to fund such Cash Collateral Account up to its Required Amount shall be deposited in such Cash Collateral Account, (B) if any Liquidity Facility shall become a Downgraded Facility or a Non-Extended Facility at a time when unreimbursed Interest Drawings under such Liquidity Facility have reduced the Available Amount thereunder to zero, unless (i) a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to the relevant Liquidity Facility or (ii) a Final Drawing shall have occurred with respect to such Liquidity Facility, to deposit into the related Cash Collateral Account an amount equal to such Cash Collateral Account’s Required Amount shall be deposited in such Cash Collateral Account, and (C) if, with respect to any particular Liquidity Facility, neither subclause (A) nor subclause (B) of this clause “fourth” is applicable, to pay or reimburse the Liquidity Provider in respect of such Liquidity Facility in an amount equal to the amount of all Liquidity Obligations then due under such Liquidity Facility (other than amounts payable pursuant to clause “second” or “third” of this Section 3.2), pro rata on the basis of the amounts of all such deficiencies and/or unreimbursed Liquidity Obligations payable to each Liquidity Provider;

fifth, if, with respect to any particular Liquidity Facility, any amounts are to be distributed pursuant to either subclause (A) or (B) of clause “fourth” above, then the Liquidity Provider with respect to such Liquidity Facility shall be paid the excess of (x) the aggregate outstanding amount of unreimbursed Advances (whether or not then due) under such Liquidity Facility over (y) the Required Amount for the relevant Class, pro rata on the basis of such amounts in respect of each Liquidity Provider;

sixth, such amount as shall be required to reimburse or pay (i) the Subordination Agent for any Tax (other than Unindemnified Taxes), expense, fee, charge or other loss incurred by or any other amount payable to the Subordination Agent in connection with the transactions contemplated hereby (to the extent not previously reimbursed), shall be

applied by the Subordination Agent in reimbursement of such amount, (ii) each Trustee for any Tax (other than Unindemnified Taxes), expense, fee, charge, loss or any other amount payable to such Trustee under the applicable Trust Agreements (to the extent not previously reimbursed), shall be distributed to such Trustee, and (iii) each Certificateholder for payments, if any, made by it pursuant to Section 5.2 hereof in respect of amounts described in clause (i) above, shall be distributed to the applicable Trustee for the account of such Certificateholder, in each such case, pro rata on the basis of all amounts described in clauses (i) through (iii) above;
seventh, such amount as shall be required to pay in full accrued and unpaid interest at the Stated Interest Rate on Pool Balance of the Class A Certificates (excluding interest, if any, payable with respect to the Deposits relating to the Class A Trust) shall be distributed to the Class A Trustee;

eighth, such amount as shall be required to pay unpaid Class B Adjusted Interest to the holders of the Class B Certificates (excluding interest, if any, payable with respect to the Deposits relating to the Class B Trust) shall be distributed to the Class B Trustee;
ninth, such amount as shall be required to pay in full Expected Distributions to the holders of the Class A Certificates on such Distribution Date shall be distributed to the Class A Trustee;
tenth, such amount as shall be required to pay in full accrued and unpaid interest at the Stated Interest Rate on the Pool Balance of the Class B Certificates which was not previously paid pursuant to clause “eighth” above to the holders of the Class B Certificates (excluding interest, if any, payable with respect to the Deposits relating to the Class B Trust) shall be distributed to the Class B Trustee;
eleventh, such amount as shall be required to pay in full Expected Distributions to the holders of the Class B Certificates on such Distribution Date shall be distributed to the Class B Trustee;
twelfth, the balance, if any, of any such amount remaining thereafter shall be held in the Collection Account for later distribution in accordance with this Article III.

With respect to clauses “first” and “sixth” above, no amounts shall be reimbursable to the Subordination Agent, any Trustee, any Liquidity Provider or any Certificateholder for any payments made by any such Person in connection with any Equipment Note that is no longer held by the Subordination Agent (to the extent that such payments relate to periods after such Equipment Note ceases to be held by the Subordination Agent).

SECTION 3.3. Other Payments. (a) Any payments received by the Subordination Agent for which no provision as to the application thereof is made in this Agreement shall be distributed by the Subordination Agent (i) in the order of priority specified in Section 3.2 hereof and (ii) to the extent received or realized at any time after the Final Distributions for each Class of Certificates have been made, in the manner provided in clause “first” of Section 3.2 hereof.

(b) Notwithstanding the priority of payments specified in Section 3.2, in the event any Investment Earnings on amounts on deposit in any Cash Collateral Account resulting from an Unapplied Provider Advance are deposited in the Collection Account or the Special Payments Account, such Investment Earnings shall be used to pay interest payable in respect of such Unapplied Provider Advance to the extent of such Investment Earnings.

(c) If the Subordination Agent receives any Scheduled Payment after the Scheduled Payment Date relating thereto, but prior to such payment becoming an Overdue Scheduled Payment, then the Subordination Agent shall deposit such Scheduled Payment in the Collection Account and promptly distribute such Scheduled Payment in accordance with the priority of distributions set forth in Section 3.2 hereof, provided that, for the purposes of this Section 3.3(c) only, each reference in clause “ninth” or “eleventh” of Section 3.2 to “Distribution Date” shall be deemed to refer to such Scheduled Payment Date.

(d) Payments in respect of Liquidity Obligations under Section 3.2 shall be without duplication of any indemnity payment, expense reimbursement or compensation previously paid to the applicable Liquidity Provider under Section 2.4(c).

SECTION 3.4. Payments to the Trustees and the Liquidity Providers. Any amounts distributed hereunder to any Liquidity Provider shall be paid to such Liquidity Provider by wire transfer of funds to the address such Liquidity Provider shall provide to the Subordination Agent. The Subordination Agent shall provide a Written Notice of any such transfer to the applicable Liquidity Provider, as the case may be, at the time of such transfer. Any amounts distributed hereunder by the Subordination Agent to any Trustee which shall not be the
same institution as the Subordination Agent shall be paid to such Trustee by wire transfer of funds to the address such Trustee shall provide to the Subordination Agent.

SECTION 3.5. Liquidity Facilities. (a) Interest Drawings. If on any Distribution Date, after giving effect to the subordination provisions of this Agreement, the Subordination Agent shall not have sufficient funds for the payment of any amounts due and owing in respect of accrued interest on the Class A Certificates or the Class B Certificates (at the Stated Interest Rate for such Class of Certificates) (other than any amount of interest which was due and payable on the Class A Certificates or the Class B Certificates on such Distribution Date but which remains unpaid due to the failure of the Depositary to pay any amount of accrued interest on the Deposits on such Distribution Date), then, prior to 12:30 p.m. (New York City time) on such Distribution Date, the Subordination Agent shall request a drawing (each such drawing, an “Interest Drawing”) under the Liquidity Facility with respect to such Class of Certificates in an amount equal to the lesser of (i) an amount sufficient to pay the amount of such accrued interest (at the Stated Interest Rate for such Class of Certificates) and (ii) the Available Amount under such Liquidity Facility, and shall pay such amount to the Trustee with respect to such Class of Certificates in payment of such accrued interest.

(b) Application of Interest Drawings. Notwithstanding anything to the contrary contained in this Agreement, (i) all payments received by the Subordination Agent in respect of an Interest Drawing under the Class A Liquidity Facility and all amounts withdrawn by the Subordination Agent from the Class A Cash Collateral Account, and payable in each case to the Class A Certificateholders or the Class A Trustee, shall be promptly distributed to the Class A Trustee and (ii) all payments received by the Subordination Agent in respect of an Interest Drawing under the Class B Liquidity Facility and all amounts withdrawn by the Subordination Agent from the Class B Cash Collateral Account, and payable in each case to the Class B Certificateholders or the Class B Trustee, shall be promptly distributed to the Class B Trustee.

(c) Downgrade Drawings. (i) With respect to each Liquidity Facility, a Downgrade Drawing shall be requested by the Subordination Agent thereunder as provided in Section 3.5(c)(iii), if at any time a Downgrade Event shall have occurred with respect to such Liquidity Facility (a “Downgraded Facility”), unless an event described in Section 3.5(c)(ii) occurs with respect to such Liquidity Facility.

(ii) If at any time any Liquidity Facility becomes a Downgraded Facility, the Subordination Agent shall request a Downgrade Drawing thereunder in accordance with Section 3.5(c)(iii), unless the Liquidity Provider under such Downgraded Facility or Northwest arranges for a Replacement Liquidity Provider to issue and deliver a Replacement Liquidity Facility to the Subordination Agent within 10 days after receiving notice of a Downgrade Event (but not later than the expiration date of such Downgraded Facility).

(iii) Upon the occurrence of any Downgrade Event with respect to any Liquidity Facility, unless a Replacement Liquidity Facility is arranged as provided in Section 3.5(c)(ii), the Subordination Agent shall, on the 10th day referred to in Section 3.5(c)(ii) (or if such 10th day is not a Business Day, on the next succeeding Business Day) (or, if earlier, the expiration date of such Downgraded Facility), request a drawing in accordance with and to the extent permitted by such Downgraded Facility (such drawing, a “Downgrade Drawing”) of the Available Amount thereunder. Amounts drawn pursuant to a Downgrade Drawing shall be maintained and invested as provided in Section 3.5(f) hereof. Subject to Section 3.5(e)(iii), the applicable Liquidity Provider may also arrange for a Replacement Liquidity Provider to issue and deliver a Replacement Liquidity Facility at any time after such Downgrade Drawing so long as such Downgrade Drawing has not been reimbursed in full to such Liquidity Provider.

(d) Non-Extension Drawings. The Liquidity Provider shall advise the Subordination Agent, no earlier than the 40th day and no later than the 25th day prior to the scheduled expiration date (the “Stated Expiration Date”) then in effect for the Liquidity Facility of such Liquidity Provider (such period, with respect to such Liquidity Facility, the “Termination Period”), if it determines, in its sole and absolute discretion, that the Stated Expiration Date shall not be extended. If the Liquidity Provider so advises the Subordination Agent and such Liquidity Facility is not replaced in accordance with Section 3.5(e) on or before the date on which such Termination Period ends, the Subordination Agent shall, on the date on which such Termination Period ends (or as soon as possible thereafter), in accordance with and to the extent permitted by the terms of the expiring Liquidity Facility (a “Non-Extended Facility”), request a drawing under such expiring Liquidity Facility (such drawing, a “Non-Extension Drawing”) of all available and undrawn amounts thereunder. Amounts drawn pursuant to any Non-Extension Drawing shall be maintained and invested in accordance with Section 3.5(f) hereof.
(e) Issuance of Replacement Liquidity Facility. (i) At any time, Northwest may, at its option, with cause or without cause, arrange for a Replacement Liquidity Facility to replace any Liquidity Facility for any Class of Certificates (including any Replacement Liquidity Facility provided pursuant to Section 3.5(e)(ii) hereof); provided, however, that the initial

Liquidity Provider for any Liquidity Facility shall not be replaced by Northwest as a Liquidity Provider with respect to such Liquidity Facility prior to the third anniversary of the Closing Date unless (A) there shall have become due to such initial Liquidity Provider, or such initial Liquidity Provider shall have demanded, amounts pursuant to Section 3.01, 3.02 or 3.03 of any applicable Liquidity Facility and the replacement of such initial Liquidity Provider would reduce or eliminate the obligation to pay such amounts or Northwest determines in good faith that there is a substantial likelihood that such initial Liquidity Provider will have the right to claim any such amounts (unless such initial Liquidity Provider waives, in writing, any right it may have to claim such amounts), which determination shall be set forth in a certificate delivered by Northwest to such initial Liquidity Provider setting forth the basis for such determination and accompanied by an opinion of outside counsel selected by Northwest and reasonably acceptable to such initial Liquidity Provider verifying the legal conclusions, if any, of such certificate relating to such basis, provided that, in the case of any likely claim for such amounts based upon any proposed, or proposed change in, law, rule, regulation, interpretation, directive, requirement, request or administrative practice, such opinion may assume the adoption or promulgation of such proposed matter, (B) it shall become unlawful or impossible for such initial Liquidity Provider (or its Facility Office) to maintain or fund its LIBOR Advances as described in Section 3.10 of any Liquidity Facility, (C) any Liquidity Facility of such initial Liquidity Provider shall become a Downgraded Facility or a Non-Extended Facility or a Downgrade Drawing or a Non-Extension Drawing shall have occurred under any Liquidity Facility of such initial Liquidity Provider or (D) such initial Liquidity Provider shall have breached any of its payment (including, without limitation, funding) obligations under any Liquidity Facility in respect of which it is the Liquidity Provider. If such Replacement Liquidity Facility is provided at any time after a Downgrade Drawing, a Non-Extension Drawing or Special Termination Drawing has been made, all funds on deposit in the relevant Cash Collateral Account will be returned to the Liquidity Provider being replaced.

(ii) If any Liquidity Provider shall determine in accordance with Section 3.5(d) that any of its Liquidity Facilities shall not be extended, then such Liquidity Provider may, at its option, arrange for a Replacement Liquidity Facility to replace such Liquidity Facility during the period no earlier than 40 days and no later than 25 days prior to the then effective Stated Expiration Date of such Liquidity Facility. At any time after a Non-Extension Drawing has been made under any Liquidity Facility, the Liquidity Provider thereunder may, at its option, arrange for a Replacement Liquidity Facility to replace the Liquidity Facility under which such Non-Extension Drawing has been made.

(iii) No Replacement Liquidity Facility arranged by Northwest or a Liquidity Provider in accordance with clause (i) or (ii) above or pursuant to Section 3.5(c), respectively, shall become effective and no such Replacement Liquidity Facility shall be deemed a “Liquidity Facility” under the Operative Agreements, unless and until (A) each of the conditions referred to in sub-clauses (iv)(x) and (z) below shall have been satisfied, (B) if such Replacement Liquidity Facility shall materially adversely affect the rights, remedies, interests or obligations of the Class A Certificateholders or the Class B Certificateholders under any of the Operative Agreements, the applicable Trustee shall have consented, in writing, to the execution and issuance of such Replacement Liquidity Facility and (C) in the case of a Replacement Liquidity Facility arranged by a Liquidity Provider under Section 3.5(e)(ii) or pursuant to Section 3.5(c), such Replacement Liquidity Facility is acceptable to Northwest.

(iv) In connection with the issuance of each Replacement Liquidity Facility, the Subordination Agent shall (x) prior to the issuance of such Replacement Liquidity Facility, obtain written confirmation from each Rating Agency that such Replacement Liquidity Facility will not cause a reduction of any rating then in effect for any Class of Certificates by such Rating Agency (without regard to any downgrading of any rating of any Liquidity Provider being replaced pursuant to Section 3.5(c) hereof), (y) pay all Liquidity Obligations then owing to the replaced Liquidity Provider (which payment shall be made first from available funds in the applicable Cash Collateral Account as described in clause (v) of Section 3.5(f) hereof, and thereafter from any other available source, including, without limitation, a drawing under the Replacement Liquidity Facility) and (z) cause the issuer of the Replacement Liquidity Facility to deliver the Replacement Liquidity Facility to the Subordination Agent, together with a legal opinion opining that such Replacement Liquidity Facility is an enforceable obligation of such Replacement Liquidity Provider.
(v) Upon satisfaction of the conditions set forth in clauses (iii) and (iv) of this Section 3.5(e) with respect to a Replacement Liquidity Facility, (w) the replaced Liquidity Facility shall terminate, (x) the Subordination Agent shall, if and to the extent so requested by Northwest or the Liquidity Provider being replaced, execute and deliver any certificate or other instrument required in order to terminate the replaced Liquidity Facility, shall surrender the replaced Liquidity Facility to the Liquidity Provider being replaced and shall execute and deliver the Replacement Liquidity Facility and any associated Fee Letters, (y) each of the parties hereto shall enter into any amendments to this Agreement necessary to give effect to (1) the replacement of the applicable Liquidity Provider with the applicable Replacement Liquidity Provider and (2) the replacement of the applicable Liquidity Facility with the applicable Replacement Liquidity Facility and (z) the applicable Replacement Liquidity Provider shall be deemed to be a Liquidity Provider with the rights and obligations of a Liquidity Provider hereunder and under the other Operative Agreements and such Replacement Liquidity Facility shall be deemed to be a Liquidity Facility hereunder and under the other Operative Agreements.

(f) Cash Collateral Accounts; Withdrawals; Investments. In the event the Subordination Agent shall draw all available amounts under the Class A Liquidity Facility or the Class B Liquidity Facility pursuant to Section 3.5(c), 3.5(d), 3.5(i) or 3.5(k) hereof, or in the event amounts are to be deposited in the Class A Cash Collateral Account or the Class B Cash Collateral Account pursuant to subclause (A) or (B) of clause “fourth” of Section 3.2, amounts so drawn or to be deposited, as the case may be, shall be deposited by the Subordination Agent in the Class A Cash Collateral Account or the Class B Cash Collateral Account, as applicable. All amounts on deposit in each Cash Collateral Account shall be invested and reinvested in Eligible Investments in accordance with Section 2.2(b) hereof.

On each Interest Payment Date (or, in the case of any Special Distribution Date with respect to the distribution of a Special Payment, on such Special Distribution Date), Investment Earnings on amounts on deposit in each Cash Collateral Account with respect to any Liquidity Facility (or, in the case of any Special Distribution Date with respect to the distribution of a Special Payment, so long as no Indenture Event of Default shall have occurred and be continuing under any Indenture, such Investment Earnings multiplied by the Section 2.4 Fraction) shall be deposited in the Collection Account (or, in the case of any Special Distribution Date with respect to the distribution of a Special Payment, the Special Payments Account) and applied on such Interest Payment Date (or Special Distribution Date, as the case may be) in accordance with Section 3.2 or 3.3 (as applicable). The Subordination Agent shall deliver a written statement to Northwest and each Liquidity Provider one day prior to each Interest Payment Date and Special Distribution Date setting forth the aggregate amount of Investment Earnings held in the Cash Collateral Accounts as of such date. In addition, from and after the date funds are so deposited, the Subordination Agent shall make withdrawals from such accounts as follows:

(i) on each Distribution Date, the Subordination Agent shall, to the extent it shall not have received funds to pay accrued and unpaid interest due and owing on the Class A Certificates (at the applicable Stated Interest Rate for the Class A Certificates) after giving effect to the subordination provisions of this Agreement, withdraw from the Class A Cash Collateral Account, and pay to the Class A Trustee, an amount equal to the lesser of (x) an amount necessary to pay accrued and unpaid interest (at the applicable Stated Interest Rate for the Class A Certificates) on such Class A Certificates and (y) the amount on deposit in the Class A Cash Collateral Account, in each case excluding interest, if any, payable with respect to the Deposits relating to the Class A Trust;

(ii) on each Distribution Date, the Subordination Agent shall, to the extent it shall not have received funds to pay accrued and unpaid interest due and owing on the Class B Certificates (at the Stated Interest Rate for the Class B Certificates) after giving effect to the subordination provisions of this Agreement, withdraw from the Class B Cash Collateral Account, and pay to the Class B Trustee, an amount equal to the lesser of (x) an amount necessary to pay accrued and unpaid interest (at the Stated Interest Rate for the Class B Certificates) on such Class B Certificates and (y) the amount on deposit in the Class B Cash Collateral Account, in each case excluding interest, if any, payable with respect to the Deposits relating to the Class B Trust;

(iii) on each date on which the Pool Balance of the Class A Trust shall have been reduced by payments made to the Class A Certificateholders pursuant to Section 3.2 hereof or pursuant to Section 2.3 of the Escrow and Paying Agent Agreement for such Class, the Subordination Agent shall withdraw from the Class A Cash Collateral Account such amount as is necessary so that, after giving effect to the reduction of the Pool Balance on such date (and any reduction in the amounts on deposit in the Class A Cash Collateral Account resulting from a prior withdrawal of amounts on deposit in the Class A Cash Collateral Account on such date) and any transfer of Investment Earnings from such Cash Collateral Account to the Collection Account or the Special Payments Account on such date, an amount equal to the sum of the Required Amount (with respect to the Class A Liquidity Facility) plus (if on a
(iv) on each date on which the Pool Balance of the Class B Trust shall have been reduced by payments made to the Class B Certificateholders pursuant to Section 3.2 hereof or pursuant to Section 2.3 of the Escrow and Paying Agent Agreement for such Class, the Subordination Agent shall withdraw from the Class B Cash Collateral Account such amount as is necessary so that, after giving effect to the reduction of the Pool Balance on such date (and any reduction in the amounts on deposit in the Class B Cash Collateral Account resulting from a prior withdrawal of amounts on deposit in the Class B Cash Collateral Account on such date) and any transfer of Investment Earnings from such Cash Collateral Account to the Collection Account or the Special Payments Account on such date, an amount equal to the sum of the Required Amount (with respect to the Class B Liquidity Facility) plus (if on a Distribution Date not coinciding with an Interest Payment Date) Investment Earnings on deposit in such Cash Collateral Account (after giving effect to any such transfer of Investment Earnings) will be on deposit in the Class B Cash Collateral Account and shall first, pay such withdrawn amount to the Class B Liquidity Provider until the Liquidity Obligations (with respect to the Class B Certificates) owing to such Liquidity Provider shall have been paid in full, and second, deposit any remaining withdrawn amount in the Collection Account;

(v) if a Replacement Liquidity Facility for any Class of Certificates shall be delivered to the Subordination Agent following the date on which funds have been deposited into the Cash Collateral Account related to the Liquidity Facility for such Class of Certificates, the Subordination Agent shall withdraw all amounts on deposit in such Cash Collateral Account and shall pay such amounts to the replaced Liquidity Provider until all Liquidity Obligations owed to such Person shall have been paid in full, and shall deposit any remaining amount in the Collection Account; and

(vi) following the payment of Final Distributions with respect to any Class of Certificates, on the date on which the Subordination Agent shall have been notified by the Liquidity Provider for such Class of Certificates that the Liquidity Obligations owed to such Liquidity Provider have been paid in full, the Subordination Agent shall withdraw all amounts on deposit in the Cash Collateral Account related to the Liquidity Facility in respect of such Class of Certificates and shall deposit such amount in the Collection Account.

(g) Reinstatement. With respect to any Interest Drawing under the Liquidity Facility for any Trust, upon the reimbursement of the applicable Liquidity Provider for all or any part of the amount of such Interest Drawing, together with any accrued interest thereon, the Available Amount of such Liquidity Facility shall be reinstated by an amount equal to the amount of such Interest Drawing so reimbursed to the applicable Liquidity Provider but not to exceed the Stated Amount for such Liquidity Facility; provided, however, that such Liquidity Facility shall not be so reinstated in part or in full at any time if (x) both a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to the relevant Liquidity Facility or (y) a Final Drawing, a Non-Extension Drawing, a Downgrade Drawing or a Special Termination Drawing shall have occurred with respect to such Liquidity Facility or an Interest Drawing shall have been converted into a Final Drawing. In the event that, with respect to any particular Liquidity Facility, (i) funds are withdrawn from any related Cash Collateral Account pursuant to clause (i) or (ii) of Section 3.5(f) hereof or (ii) such Liquidity Facility shall become a Downgraded Facility or a Non-Extended Facility at a time when unreimbursed Interest Drawings under such Liquidity Facility have reduced the Available Amount thereunder to zero, then funds received by the Subordination Agent at any time other than (x) any time when a Liquidity Event of Default shall have occurred and be continuing with respect to such Liquidity Facility and a Performing Note Deficiency exists or (y) any time after a Final Drawing shall have occurred with respect to such Liquidity Facility or an Interest Drawing shall have been converted into a Final Drawing, shall be deposited in such Cash Collateral Account as and to the extent provided in clause “fourth” of Section 3.2 and applied in accordance with Section 3.5(f) hereof.

(h) Reimbursement. The amount of each drawing under the Liquidity Facilities shall be due and payable, together with interest thereon, on the dates and at the rates, respectively, provided in the Liquidity Facilities.
Final Drawing. Upon receipt from a Liquidity Provider of a Termination Notice with respect to any Liquidity Facility, the Subordination Agent shall, not later than the date specified in such Termination Notice, in accordance with the terms of such Liquidity Facility, request a drawing under such Liquidity Facility of all available and undrawn amounts thereunder (a “Final Drawing”). Amounts drawn pursuant to a Final Drawing shall be maintained and invested in accordance with Section 3.5(f) hereof.

Adjustments of Stated Amount. Promptly following each date on which the Required Amount of the Liquidity Facility for a Class of Certificates is reduced as a result of a reduction in the Pool Balance with respect to such Certificates or otherwise, the Stated Amount of such Liquidity Facility shall automatically be adjusted to an amount equal to the Required Amount with respect to such Liquidity Facility (as calculated by the Subordination Agent after giving effect to such payment).

Special Termination Drawing. Upon receipt from any Liquidity Provider of a Special Termination Notice with respect to its Liquidity Facility, the Subordination Agent shall, not later than the date specified in such Special Termination Notice, in accordance with the terms of such Liquidity Facility, request a drawing under such Liquidity Facility of all available and undrawn amounts thereunder (a “Special Termination Drawing”). Amounts drawn pursuant to a Special Termination Drawing shall be maintained and invested in accordance with Section 3.5(f) hereof.

Relation to Subordination Provisions. Interest Drawings under the Liquidity Facilities and withdrawals from the Cash Collateral Accounts relating to such Liquidity Facilities, in each case, in respect of interest on the Certificates of any Class, will be distributed to the Trustee for such Class of Certificates, notwithstanding Section 3.2 hereof.

Assignment of Liquidity Facility. The Subordination Agent agrees not to consent to the assignment by any Liquidity Provider of any of its rights or obligations under any Liquidity Facility or any interest therein, unless (i) Northwest shall have consented to such assignment and (ii) each Rating Agency shall have provided a Ratings Confirmation in respect of such assignment; provided, that the Subordination Agent shall consent to such assignment if the conditions in the foregoing clauses (i) and (ii) are satisfied, and the foregoing is not intended to

and shall not be construed to limit the rights of the initial Liquidity Provider under Section 3.5(e)(ii).

ARTICLE IV

EXERCISE OF REMEDIES

SECTION 4.1. Directions from the Controlling Party. (a) (i) Following the occurrence and during the continuation of an Indenture Event of Default under any Indenture, the Controlling Party (except as otherwise provided in Section 2.6(d)) shall direct the Subordination Agent, as the holder of Equipment Notes issued under such Indenture, which in turn shall direct the Loan Trustee under such Indenture, in the exercise of remedies available to the holder of such Equipment Notes, including, without limitation, the ability to vote all such Equipment Notes held by the Subordination Agent in favor of Accelerating such Equipment Notes in accordance with the provisions of such Indenture. If the Equipment Notes issued pursuant to any Indenture and held by the Subordination Agent have been Accelerated following an Indenture Event of Default with respect thereto, the Controlling Party may direct the Subordination Agent to sell, assign, contract to sell or otherwise dispose of and deliver all (but not less than all) of such Equipment Notes to any Person at public or private sale, at any location at the option of the Controlling Party, all upon such terms and conditions as it may reasonably deem advisable in accordance with applicable law.

(ii) Following the occurrence and during the continuation of an Indenture Event of Default under any Indenture, in the exercise of remedies pursuant to such Indenture, the Loan Trustee under such Indenture may be directed to lease the related Aircraft to any Person (including Northwest) so long as the Loan Trustee in doing so acts in a “commercially reasonable” manner within the meaning of Article 9 of the Uniform Commercial Code as in effect in any applicable jurisdiction (including Sections 9-610 and 9-627 thereof).
(iii) Notwithstanding the foregoing, so long as any Certificates remain Outstanding, during the period ending on the date which is nine months after the earlier of (x) the Acceleration of the Equipment Notes issued pursuant to any Indenture and (y) the occurrence of a Northwest Bankruptcy Event, without the consent of each Trustee, no Aircraft subject to the Lien of such Indenture or such Equipment Notes may be sold if the net proceeds from such sale would be less than the Minimum Sale Price for such Aircraft or such Equipment Notes.

(iv) Upon the occurrence and continuation of an Indenture Event of Default under any Indenture, the Subordination Agent will obtain three desktop appraisals from the Appraisers selected by the Controlling Party setting forth the current market value, current lease rate and distressed value (in each case, as defined by the International Society of Transport Aircraft Trading or any successor organization) of the Aircraft subject to such Indenture, in each case based on an assumed half-time status of the Aircraft, without regard to actual maintenance data with respect thereto (each such appraisal, an “Appraisal” and the current market value appraisals being referred to herein as the “Post-Default Appraisals”). For so long as any Indenture Event of Default shall be continuing under any Indenture, and without limiting the right of the Controlling Party to request more frequent Appraisals, the Subordination Agent will obtain updated Appraisals on the date that is 364 days from the date of the most recent Appraisal (or if a Northwest Bankruptcy Event shall have occurred and is continuing, on the date that is 180 days from the date of the most recent Appraisal) and shall post such Appraisals on DTC’s internet board bulletin or make such other commercially reasonable efforts as the Subordination Agent may deem appropriate to make such Appraisals available to all Certificateholders.

(b) Following the occurrence and during the continuance of an Indenture Event of Default under any Indenture, the Controlling Party shall take such actions as it may reasonably deem most effectual to complete the sale or other disposition of the relevant Aircraft or Equipment Notes. In addition, in lieu of any sale, assignment, contract to sell or other disposition, the Controlling Party may maintain or cause the Subordination Agent to maintain possession of such Equipment Notes and continue to apply monies received in respect of such Equipment Notes in accordance with Article III hereof. In addition, in lieu of such sale, assignment, contract to sell or other disposition, or in lieu of such maintenance of possession, the Controlling Party may, subject to the terms and conditions of the related Indenture, instruct the Loan Trustee under such Indenture to foreclose on the Lien on the related Aircraft or to take any other remedial action permitted under such Indenture or under any applicable law.

(c) If following a Northwest Bankruptcy Event and during the pendency thereof, the Controlling Party receives a proposal from or on behalf of Northwest to restructure the financing of any one or more of the Aircraft, the Controlling Party shall promptly thereafter give the Subordination Agent and each Trustee notice of the material economic terms and conditions of such restructuring proposal whereupon the Subordination Agent acting on behalf of each Trustee shall post such terms and conditions of such restructuring proposal on DTC’s internet board bulletin or make such other commercially reasonable efforts as the Subordination Agent may deem appropriate to make such terms and conditions of such restructuring proposal available to all Certificateholders. Thereafter, neither the Subordination Agent nor any Trustee, whether acting on instructions of the Controlling Party or otherwise, may, without the consent of each Trustee, enter into any term sheet, stipulation or other agreement (a “Restructuring Arrangement”) (whether in the form of an adequate protection stipulation, an extension under Section 1110(b) or otherwise) to effect any such restructuring proposal with or on behalf of Northwest unless and until the material economic terms and conditions of such restructuring shall have been made available to all Certificateholders for a period of not less than 15 calendar days (except that such requirement shall not apply to any such term sheet, stipulation or other agreement that is entered into on or prior to the expiry of the 60-Day Period and that is initially effective for a period not longer than three months from the expiry of the 60-Day Period (an “Interim Restructuring Arrangement”)). The foregoing provisions of this Section 4.1(c) shall (i) not apply to any extension of a Restructuring Arrangement with respect to which such provisions have been complied with in connection with the original entry of such Restructuring Arrangement, if the possibility of such extension has been disclosed in satisfaction of the requirements of such provisions and such extension shall not amend or modify any of the other terms and conditions of such Restructuring Arrangement and (ii) apply to the initial extension of an Interim Restructuring Arrangement beyond the three months following the expiry of the 60-Day Period but not to any subsequent extension of such Interim Restructuring Arrangement, if the possibility of such subsequent extension has been disclosed in satisfaction of the requirements of such provisions and such subsequent extension shall not amend or modify any of the other terms and conditions of such Interim Restructuring Arrangement. In the event that any Certificateholder gives irrevocable notice of the exercise of (i) its right to purchase any Equipment Notes pursuant to Section 2.7 hereof or (ii) its right to purchase all (but not less than all) of the Class of Certificates represented by the then Controlling Party pursuant to the applicable Trust Agreement, in either case, prior to the expiry of the 15-day notice period specified above, such Controlling Party may not direct the Subordination Agent or any Trustee to enter
into (i) in the case of such purchase of Equipment Notes, any such restructuring proposal with respect to the Aircraft related to such Equipment Notes, or (ii) in the case of such purchase of Certificates, any such restructuring proposal with respect to any of the Aircraft, in either case, unless and until such Certificateholder shall fail to purchase such Equipment Notes or Class of Certificates, as applicable, on the date that it is required to make such purchase.

SECTION 4.2. Remedies Cumulative. Each and every right, power and remedy given to the Trustees, the Liquidity Providers, the Controlling Party or the Subordination Agent specifically or otherwise in this Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may, subject always to the terms and conditions hereof, be exercised from time to time and as often and in such order as may be deemed expedient by any Trustee, any Liquidity Provider, the Controlling Party or the Subordination Agent, as appropriate, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by any Trustee, any Liquidity Provider, the Controlling Party or the Subordination Agent in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default or to be an acquiescence therein.

SECTION 4.3. Discontinuance of Proceedings. In case any party to this Agreement (including the Controlling Party in such capacity) shall have instituted any Proceeding to enforce any right, power or remedy under this Agreement by foreclosure, entry or otherwise, and such Proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Person instituting such Proceeding, then and in every such case each such party shall, subject to any determination in such Proceeding, be restored to its former position and rights hereunder, and all rights, remedies and powers of such party shall continue as if no such Proceeding had been instituted.

SECTION 4.4. Right of Certificateholders and the Liquidity Providers to Receive Payments Not to Be Impaired. Anything in this Agreement to the contrary notwithstanding, but subject to each Trust Agreement, the right of any Certificateholder or any Liquidity Provider, respectively, to receive payments hereunder (including without limitation pursuant to Section 3.2 hereof) when due, or to institute suit for the enforcement of any such payment on or after the applicable Distribution Date, shall not be impaired or affected without the consent of such Certificateholder or such Liquidity Provider, respectively.

SECTION 4.5. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Agreement or in any suit against any Controlling Party or the Subordination Agent for any action taken or omitted by it as Controlling Party or Subordination Agent, as the case may be, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys’ fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. The provisions of this Section do not apply to a suit instituted by the Subordination Agent, a Liquidity Provider or a Trustee or a suit by Certificateholders holding more than 10% of the original principal amount of any Class of Certificates.
DUTIES OF THE SUBORDINATION AGENT;

AGREEMENTS OF TRUSTEES, ETC.

SECTION 5.1. Notice of Indenture Event of Default or Triggering Event. (a) In the event the Subordination Agent shall have actual knowledge of the occurrence of an Indenture Event of Default or a Triggering Event, as promptly as practicable, and in any event within 10 days after obtaining knowledge thereof, the Subordination Agent shall transmit by mail or courier to the Rating Agencies, the Liquidity Providers and the Trustees notice of such Indenture Event of Default or Triggering Event, unless such Indenture Event of Default or Triggering Event shall have been cured or waived. For all purposes of this Agreement, in the absence of actual knowledge on the part of a Responsible Officer, the Subordination Agent shall not be deemed to have knowledge of any Indenture Event of Default or Triggering Event unless notified in writing by one or more Trustees, one or more of the Liquidity Providers or one or more Certificateholders.

(b) Other Notices. The Subordination Agent will furnish to each Liquidity Provider and each Trustee, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Subordination Agent as registered holder of the Equipment Notes or otherwise in its capacity as Subordination Agent to the extent the same shall not have been otherwise directly distributed to such Liquidity Provider or Trustee, as applicable, pursuant to the express provision of any other Operative Agreement.

(c) Securities Position. Upon the occurrence of an Indenture Event of Default, the Subordination Agent shall instruct the Trustees to, and the Trustees shall, request that DTC post on its Internet bulletin board a securities position listing setting forth the names of all the parties reflected on DTC’s books as holding interests in the Certificates.

(d) Reports. Promptly after the occurrence of a Triggering Event or an Indenture Event of Default resulting from the failure of Northwest to make payments on any Equipment Note and on every Regular Distribution Date while the Triggering Event or such Indenture Event of Default shall be continuing, the Subordination Agent will provide to the Trustee, Liquidity Providers, the Rating Agencies and Northwest a statement setting forth the following information:

(i) after a Northwest Bankruptcy Event, with respect to each Aircraft, whether such Aircraft is (A) subject to the 60-day period of Section 1110 of the Bankruptcy Code, (B) subject to an election by Northwest under Section 1110(a) of the Bankruptcy Code, (C) covered by an agreement contemplated by Section 1110(b) of the Bankruptcy Code or (D) not subject to any of (A), (B) or (C);

(ii) to the best of the Subordination Agent’s knowledge, after requesting such information from Northwest, (A) whether the Aircraft are currently in service or parked in storage, (B) the maintenance status of the Aircraft and (C) the location of the Engines (as defined in the Indentures);

(iii) the current Pool Balance of the Certificates, the Preferred B Pool Balance and outstanding principal amount of all Equipment Notes;

(iv) the expected amount of interest which will have accrued on the Equipment Notes and on the Certificates as of the next Regular Distribution Date;

(v) the amounts paid to each Person on such Distribution Date pursuant to this Agreement;

(vi) details of the amounts paid on such Distribution Date identified by reference to the relevant provision of this Agreement and the source of payment (by Aircraft and party);
if the Subordination Agent has made a Final Drawing under any Liquidity Facility;

the amounts currently owed to each Liquidity Provider;

the amounts drawn under each Liquidity Facility; and

after a Northwest Bankruptcy Event, any operational reports filed by Northwest with the bankruptcy court which are available to the Subordination Agent on a non-confidential basis.

SECTION 5.2. Indemnification. The Subordination Agent shall not be required to take any action or refrain from taking any action under Section 5.1 (other than the first sentence thereof) or Article IV hereof unless the Subordination Agent shall have been indemnified (to the extent and in the manner reasonably satisfactory to the Subordination Agent) against any liability, cost or expense (including counsel fees and expenses) which may be incurred in connection therewith. The Subordination Agent shall not be under any obligation to take any action under this Agreement and nothing contained in this Agreement shall require the Subordination Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Subordination Agent shall not be required to take any action under Section 5.1 (other than the first sentence thereof) or Article IV hereof, nor shall any other provision of this Agreement be deemed to impose a duty on the Subordination Agent to take any action, if the Subordination Agent shall have been advised by counsel that such action is contrary to the terms hereof or is otherwise contrary to law.

SECTION 5.3. No Duties Except as Specified in Intercreditor Agreement. The Subordination Agent shall not have any duty or obligation to take or refrain from taking any action under, or in connection with, this Agreement, except as expressly provided by the terms of this Agreement; and no implied duties or obligations shall be read into this Agreement against the Subordination Agent. The Subordination Agent agrees that it will, in its individual capacity and at its own cost and expense (but without any right of indemnity in respect of any such cost or expense under Section 5.2 or 7.1 hereof) promptly take such action as may be necessary to duly discharge all Liens on any of the Trust Accounts or any monies deposited therein which result from claims against it in its individual capacity not related to its activities hereunder or from a breach of its obligations that constitute willful misconduct or gross negligence hereunder or any other Operative Agreement.

SECTION 5.4. Notice from the Liquidity Providers and Trustees. If a Responsible Officer of any Liquidity Provider or Trustee has actual notice of an Indenture Default or a Triggering Event, such Person shall promptly use its best efforts to give notice thereof to all other Liquidity Providers and Trustees and to the Subordination Agent, provided, however, that no such Person shall have any liability hereunder as a result of its failure to deliver any such notice.

ARTICLE VI

THE SUBORDINATION AGENT

SECTION 6.1. Authorization; Acceptance of Trusts and Duties. Each of the Class A Trustee and the Class B Trustee hereby designates and appoints the Subordination Agent as the agent and trustee of such Trustee under the applicable Liquidity Facility and authorizes the Subordination Agent to enter into the applicable Liquidity Facility as agent and trustee for such Trustee. Each of the Liquidity Providers and the Trustees hereby designates and appoints the Subordination Agent as the Subordination Agent under this Agreement. U.S. Bank National Association hereby accepts the duties hereby created and applicable to it as the Subordination Agent and agrees to perform the...
same but only upon the terms of this Agreement and agrees to receive and disburse all monies received by it in accordance with the terms hereof. The Subordination Agent shall not be answerable or accountable under any circumstances, except (a) for its own willful misconduct or gross negligence or, with respect to the handling or transfer of funds; ordinary negligence, (b) as provided in Section 2.2 or 5.3 hereof and (c) for liabilities that may result from the material inaccuracy of any representation or warranty of the Subordination Agent made in its individual capacity in any Operative Agreement. The Subordination Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Subordination Agent, unless it is proved that the Subordination Agent was negligent in ascertaining the pertinent facts.

SECTION 6.2. Absence of Duties. The Subordination Agent shall have no duty to see to any recording or filing of this Agreement or any other document, or to see to the maintenance of any such recording or filing.

SECTION 6.3. No Representations or Warranties as to Documents. The Subordination Agent in its individual capacity does not make nor shall be deemed to have made any representation or warranty as to the validity, legality or enforceability of this Agreement or any other Operative Agreement or as to the correctness of any statement contained in any thereof, except for the representations and warranties of the Subordination Agent made in its individual capacity, under any Operative Agreement to which it is a party. The Certificateholders, the Trustees and the Liquidity Providers make no representation or warranty hereunder whatsoever.

SECTION 6.4. No Segregation of Monies; No Interest. Any monies paid to or retained by the Subordination Agent pursuant to any provision hereof and not then required to be distributed to any Trustee or any Liquidity Provider as provided in Articles II and III hereof or deposited into one or more Trust Accounts need not be segregated in any manner except to the extent required by such Articles II and III and by law, and the Subordination Agent shall not (except as otherwise provided in Section 2.2 hereof) be liable for any interest thereon; provided, however, that any payments received or applied hereunder by the Subordination Agent shall be accounted for by the Subordination Agent so that any portion thereof paid or applied pursuant hereto shall be identifiable as to the source thereof.

SECTION 6.5. Reliance; Agents; Advice of Counsel. The Subordination Agent shall not incur liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. As to the Pool Balance of any Trust as of any date, the Subordination Agent may for all purposes hereof rely on a certificate signed by any Responsible Officer of the applicable Trustee, and such certificate shall constitute full protection to the Subordination Agent for any action taken or omitted to be taken by it in good faith in reliance thereon. As to any fact or matter relating to the Liquidity Providers or the Trustees the manner of ascertainment of which is not specifically described herein, the Subordination Agent may for all purposes hereof rely on a certificate, signed by any Responsible Officer of the applicable Liquidity Provider or Trustee, as the case may be, as to such fact or matter, and such certificate shall constitute full protection to the Subordination Agent for any action taken or omitted to be taken by it in good faith in reliance thereon. The Subordination Agent shall assume, and shall be fully protected in assuming, that each of the Liquidity Providers and each of the Trustees are authorized to enter into this Agreement and to take all action to be taken by them pursuant to the provisions hereof, and shall not inquire into the authorization of each of the Liquidity Providers and the Trustees with respect thereto. In the administration of the trusts hereunder, the Subordination Agent may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may consult with counsel, accountants and other skilled persons to be selected and retained by it, and the Subordination Agent shall not be liable for the acts or omissions of any agent appointed with due care or for anything done, suffered or omitted in good faith by it in accordance with the advice or written opinion of any such counsel, accountants or other skilled persons.

SECTION 6.6. Capacity in Which Acting. The Subordination Agent acts hereunder solely as agent and trustee herein and not in its individual capacity, except as otherwise expressly provided in the Operative Agreements.
SECTION 6.7. Compensation. The Subordination Agent shall be entitled to reasonable compensation, including expenses and disbursements, except (a) with respect to any Unindemnified Taxes incurred by the Subordination Agent in connection with the transactions contemplated by this Agreement and (b) for any fees, expenses and distributions to which it shall not be entitled pursuant to the provisions of Section 4.1(a)(iv) hereof, for all services rendered hereunder and shall have a priority claim to the extent set forth in Article III hereof on all monies collected hereunder for the payment of such compensation (other than Unindemnified Taxes), to the extent that such compensation shall not be paid by others. The Subordination Agent agrees that it shall have no right against any Trustee or Liquidity Provider for any fee as compensation for its services as agent under this Agreement. The provisions of this Section 6.7 shall survive the termination of this Agreement.

SECTION 6.8. May Become Certificateholder. The institution acting as Subordination Agent hereunder may become a Certificateholder and have all rights and benefits of a Certificateholder to the same extent as if it were not the institution acting as the Subordination Agent.

SECTION 6.9. Subordination Agent Required; Eligibility. There shall at all times be a Subordination Agent hereunder which shall be a bank, trust company, corporation or other financial institution organized and doing business under the laws of the United States of America or of any State or the District of Columbia having a combined capital and surplus of at least $100,000,000 (or the obligations of which, whether now in existence or hereafter incurred, are fully and unconditionally guaranteed by a corporation organized and doing business under the laws of the United States, any State thereof or of the District of Columbia and having a combined capital and surplus of at least $100,000,000), if there is such an institution willing and able to perform the duties of the Subordination Agent hereunder upon reasonable or customary terms. Such Person shall be a citizen of the United States and shall be authorized under the laws of the United States or any State thereof or of the District of Columbia to exercise corporate trust powers and shall be subject to supervision or examination by federal, state or District of Columbia authorities. If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of any of the aforesaid supervising or examining authorities, then, for the purposes of this Section 6.9, the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

In case at any time the Subordination Agent shall cease to be eligible in accordance with the provisions of this Section, the Subordination Agent shall resign immediately in the manner and with the effect specified in Section 8.1.

SECTION 6.10. Money to Be Held in Trust. All Equipment Notes, monies and other property deposited with or held by the Subordination Agent pursuant to this Agreement shall be held in trust for the benefit of the parties entitled to such Equipment Notes, monies and other property. All such Equipment Notes, monies or other property shall be held in the Trust Department of the institution acting as Subordination Agent hereunder.

ARTICLE VII

INDEMNIFICATION OF SUBORDINATION AGENT

SECTION 7.1. Scope of Indemnification. The Subordination Agent shall be indemnified hereunder to the extent and in the manner described in Section 7(c) of the
ARTICLE VIII

SUCCESSOR SUBORDINATION AGENT

SECTION 8.1. Replacement of Subordination Agent; Appointment of Successor. The Subordination Agent may resign at any time by so notifying the Trustees and the Liquidity Providers. The Liquidity Provider or the Controlling Party may remove the Subordination Agent for cause by so notifying the Subordination Agent and may appoint a successor Subordination Agent. The Controlling Party shall remove the Subordination Agent if:

1. the Subordination Agent fails to comply with Section 6.9 hereof;
2. the Subordination Agent is adjudged bankrupt or insolvent;
3. a receiver or other public officer takes charge of the Subordination Agent or its property; or
4. the Subordination Agent otherwise becomes incapable of acting.

If the Subordination Agent resigns or is removed or if a vacancy exists in the office of Subordination Agent for any reason (the Subordination Agent in such event being referred to herein as the retiring Subordination Agent), the Controlling Party in consultation with Northwest shall promptly appoint a successor Subordination Agent.

Any corporation into which the Subordination Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Subordination Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Subordination Agent may be transferred, shall, subject to the terms of Section 6.9 hereof, be the Subordination Agent hereunder and under the other Operative Agreements to which the Subordination Agent is a party without further act, except that such Person shall give prompt subsequent notice of such transaction to the Liquidity Provider and each Trustee.

A successor Subordination Agent shall deliver (x) a written acceptance of its appointment as Subordination Agent hereunder to the retiring Subordination Agent and (y) a written assumption of its obligations hereunder and under each Liquidity Facility to each party hereto, upon which the resignation or removal of the retiring Subordination Agent shall become effective, and the successor Subordination Agent shall have all the rights, powers and duties of the Subordination Agent under this Agreement. The successor Subordination Agent shall send a notice of its succession to the Liquidity Providers and the Trustees. The retiring Subordination Agent shall promptly transfer its rights under each of the Liquidity Facilities and all of the property held by it as Subordination Agent to the successor Subordination Agent.

If a successor Subordination Agent does not take office within 60 days after the retiring Subordination Agent resigns or is removed, the retiring Subordination Agent or one or more of the Trustees may petition any court of competent jurisdiction for the appointment of a successor Subordination Agent.

If the Subordination Agent fails to comply with Section 6.9 hereof (to the extent applicable), one or more of the Trustees or one or more of the Liquidity Providers or Northwest may petition any court of competent jurisdiction for the removal of the Subordination Agent and the appointment of a successor Subordination Agent.
Notwithstanding the foregoing, no resignation or removal of the Subordination Agent shall be effective unless and until a successor has been appointed. No appointment of a successor Subordination Agent shall be effective unless and until the Rating Agencies shall have delivered a Ratings Confirmation.

ARTICLE IX

SUPPLEMENTS AND AMENDMENTS

SECTION 9.1. Amendments, Waivers, Etc. (a) This Agreement may not be supplemented, amended or modified without the consent of each Trustee (acting, except in the case of any amendment pursuant to Section 3.5(e)(v)(y) hereof with respect to any Replacement Liquidity Facility or any amendment contemplated by the last sentence of this Section 9.1(a), with the consent of holders of Certificates of the related Class evidencing interests in the related Trust aggregating not less than a majority in interest in such Trust or as otherwise authorized pursuant to the relevant Trust Agreement), the Subordination Agent and each Liquidity Provider; provided, however, that this Agreement may be supplemented, amended or modified without the consent of any Trustee or any Liquidity Provider if such supplement, amendment or modification (i) is in accordance with Section 9.1(c) or Section 9.1(d) hereof or (ii) cures an ambiguity or inconsistency or does not materially adversely affect such Trustee or the holders of the related Class of Certificates or any Liquidity Provider; provided further, however, that, if such supplement, amendment or modification (A) would (x) directly or indirectly modify or supersede, or otherwise conflict with, Section 2.2(b), Section 2.4, Section 3.2, Section 3.5(e), Section 3.5(f)(other than the last sentence thereof), Section 3.5(l), the last sentence of this Section 9.1(a), Section 9.1(c), Section 9.1(d), the second sentence of Section 10.6 or this proviso (collectively, the “Northwest Provisions”) or (y) otherwise adversely affect the interests of a potential Replacement Liquidity Provider or of Northwest with respect to its ability to replace any Liquidity Facility or with respect to its payment obligations under any Operative Agreement or (B) is made pursuant to the last sentence of this Section 9.1(a) or pursuant to Section 9.1(c) or Section 9.1(d), then such supplement, amendment or modification shall not be effective without the additional written consent of Northwest. Notwithstanding the foregoing, without the consent of each Certificateholder and each Liquidity Provider, no supplement, amendment or modification of this Agreement may (i) reduce the percentage of the interest in any Trust evidenced by the Certificates issued by such Trust necessary to consent to modify or amend any provision of this Agreement or to waive compliance therewith or (ii) except as provided in this Section 9.1(a), Section 9.1(c) or Section 9.1(d), modify Section 2.4 or 3.2 hereof, relating to the distribution of monies received by the Subordination Agent hereunder from the Equipment Notes or pursuant to the Liquidity Facilities. Nothing contained in this Section shall require the consent of a Trustee at any time following the payment of Final Distributions with respect to the related Class of Certificates. If the Replacement Liquidity Facility for any Liquidity Facility in accordance with Section 3.5(e) hereof is to be comprised of more than one instrument as contemplated by the definition of the term “Replacement Liquidity Facility”, then each of the parties hereto agrees to amend this Agreement to incorporate appropriate mechanics for multiple Liquidity Facilities for an individual Trust.

(b) In the event that the Subordination Agent, as the registered holder of any Equipment Notes, receives a request for its consent to any amendment, supplement, modification, consent or waiver under such Equipment Notes, the Indenture pursuant to which such Equipment Notes were issued, or the related Participation Agreement or other related document, (i) if no Indenture Event of Default shall have occurred and be continuing with respect to such Indenture, the Subordination Agent shall request directions with respect to each Series of such Equipment Notes from the Trustee of the Trust which holds such Equipment Notes and shall vote or consent in accordance with the directions of such Trustee, and (ii) if any Indenture Event of Default shall have occurred and be continuing with respect to such Indenture, the Subordination Agent will exercise its voting rights with respect to such Equipment Notes as directed by the Controlling Party (subject to Sections 4.1 and 4.4 hereof); provided that no such amendment, modification or waiver shall, without the consent of each Liquidity Provider and each affected Certificateholder holding Certificates representing a Fractional Undivided Interest in the Equipment Notes under the applicable Indenture held by the Subordination Agent, reduce the amount of principal or interest payable by Northwest under any Equipment Note, change the time of payments or method of calculation of any amount under any Equipment Note.
(c) If Series B Equipment Notes (or any series of Additional Equipment Notes) issued with respect to all of the Aircraft are redeemed and re-issued in accordance with the terms of Section 2.11(b) of each Indenture and Section 5(a)(i) of the Note Purchase Agreement, such series of re-issued Equipment Notes (the “Refinancing Equipment Notes”) shall be issued to a new pass through trust (a “Refinancing Trust”) that issues a class of pass through certificates (the “Refinancing Certificates”) to certificateholders (the “Refinancing Certificateholders”) pursuant to a pass through trust agreement (a “Refinancing Trust Agreement”) with a trustee (a “Refinancing Trustee”). A Refinancing Trust, a Refinancing Trustee and the Refinancing Certificates shall be subject to all of the provisions of this Agreement in the same manner as the Trust, the Trustee and the Certificates of the Class corresponding to the series of the refinanced Equipment Notes, including, the subordination of the Refinancing Certificates to the Administration Expenses, the Liquidity Obligations, the Class A Certificates and, if applicable, the Class B Certificates. Such issuance of Refinancing Equipment Notes and Refinancing Certificates and the amendment of this Agreement as provided below shall require Ratings Confirmation and shall not materially adversely affect any of the Trustees. This Agreement shall be amended by written agreement of the parties hereto to give effect to the issuance of the Refinancing Certificates subject to the following terms and conditions:

(i) the Refinancing Trustee shall be added as a party to this Agreement;

(ii) the definitions of “Certificate”, “Class”, “Class B Certificates” (if applicable), “Final Legal Distribution Date”, “Trust”, “Trust Agreement” and “Controlling Party” (and such other applicable definitions) shall be revised, as appropriate, to reflect such issuance (and the subordination of the Refinancing Certificates and the Refinancing Equipment Notes);

(iii) the Refinancing Certificates may have the benefit of credit support similar to the Liquidity Facilities and claims for fees, interest, expenses, reimbursement of advances and other obligations arising from such credit support may rank pari passu with similar claims in respect of the Liquidity Facilities so long as Ratings Confirmation and the prior written consent of the Liquidity Providers shall have been obtained;

(iv) the Refinancing Certificates cannot be issued to Northwest but may be issued to any of Northwest’s Affiliates so long as such Affiliate shall have bankruptcy remote and special purpose provisions in its certificate of incorporation or other organizational documents and any subsequent transfer of the Refinancing Certificates to any Affiliate of Northwest shall be similarly restricted; and

(v) the scheduled payment dates on the Refinancing Equipment Notes shall be on the Regular Distribution Dates.

The issuance of the Refinancing Certificates in compliance with all of the foregoing terms of this Section 9.1(c) shall not require the consent of any of the Trustees or the holders of any Class of Certificates. Each of the Liquidity Providers hereby agrees and confirms that it shall be deemed to consent to any issuance and amendment in accordance with this Section 9.1(c) (subject to the Liquidity Providers’ consent right in Section 9.1(c)(iii)) and any such issuance and amendment shall not affect any of its respective obligations under the Liquidity Facilities.

(d) Pursuant to the terms of Section 2.02 of each Indenture and Section 5(a)(i) of the Note Purchase Agreement, one or more additional series of Equipment Notes (the “Additional Equipment Notes”), which shall be subordinated in right of payment to the Series A Equipment Notes and the Series B Equipment Notes under such Indenture, may be issued at any time and from time to time. If any series of Additional Equipment Notes is issued under any Indenture, such series of Additional Equipment Notes shall be issued to a new pass through trust (an “Additional Trust”) that issues a class of pass through certificates (the “Additional Certificates”) to certificateholders (the “Additional Certificateholders”) pursuant to a pass through trust agreement (an “Additional Trust Agreement”) with a trustee (an “Additional Trustee”). In such case, this Agreement shall be amended by written agreement of the parties hereto to provide for the subordination of the Additional Certificates to the Administration Expenses, the Liquidity Obligations, the Class A Certificates and the Class B Certificates and, if applicable, any previously issued class (or classes) of Additional Certificates (in order of their issuance) (subject to clause (iii) below). Such issuance and the amendment of this Agreement as provided below shall require Ratings Confirmation and shall not materially adversely affect any of the Trustees. This Agreement shall be amended by written agreement of the parties hereto to give effect to the issuance of any Additional Certificates subject to the following terms and conditions:

(i) the Additional Trustee shall be added as a party to this Agreement;
(ii) the definitions of “Certificate”, “Class”, “Equipment Notes”, “Final Legal Distribution Date”, “Trust”, “Trust Agreement” and “Controlling Party” (and such other applicable definitions) shall be revised, as appropriate, to reflect the issuance of the Additional Certificates (and the subordination thereof);

(iii) Section 3.2 may be revised, with respect to each Class of Additional Certificates, to provide for the distribution of “Adjusted Interest” for such Class of Additional Certificates (calculated in a manner substantially similar to the calculation of Class B Adjusted Interest) after the Class B Adjusted Interest but before Expected Distributions on the Class A Certificates (it being understood that the Rating Agencies, in connection with providing a Ratings Confirmation, may require that such class of Additional Certificates be rated);

(iv) the Additional Certificates may have the benefit of credit support similar to the Liquidity Facilities and claims for fees, interest, expenses, reimbursement of advances and other obligations arising from such credit support may rank pari passu with similar claims in respect of the Liquidity Facilities so long as Ratings Confirmation and the prior written consent of the Liquidity Providers shall have been obtained;

(v) the Additional Certificates cannot be issued to Northwest but may be issued to any of Northwest’s Affiliates so long as such Affiliate shall have bankruptcy remote and special purpose provisions in its certificate of incorporation or other organizational documents and any subsequent transfer of the Additional Certificates to any Affiliate of Northwest shall be similarly restricted;

(vi) the provisions of this Agreement governing payments with respect to Certificates and related notices, including Sections 2.4, 3.1 and 3.2, shall be revised to provide for distributions on such class of the Additional Certificates after payment of Administration Expenses, the Liquidity Obligations, the Class A Certificates and the Class B Certificates (and, if applicable, any previously issued class (or classes) of Additional Certificates (in order of their issuance)), subject to clause (iii) above; and

(vii) the scheduled payment dates on such series of Additional Equipment Notes shall be on the Regular Distribution Dates.

The issuance of the Additional Certificates in compliance with all of the foregoing terms of this Section 9.1(d) shall not require the consent of any of the Trustees or the holders of any Class of Certificates. Each of the Liquidity Providers hereby agrees and confirms that it shall be deemed to consent to any issuance and amendment in accordance with this Section 9.1(d) (subject to the Liquidity Providers’ consent right in Section 9.1(d)(iv)) and any such issuance and amendment shall not affect any of its respective obligations under the Liquidity Facilities.

SECTION 9.2. Subordination Agent Protected. If, in the reasonable opinion of the institution acting as the Subordination Agent hereunder, any document required to be executed pursuant to the terms of Section 9.1 affects any right, duty, immunity or indemnity with respect to it under this Agreement or any Liquidity Facility, the Subordination Agent may in its discretion decline to execute such document.

SECTION 9.3. Effect of Supplemental Agreements. Upon the execution of any amendment or supplement hereto pursuant to the provisions hereof, this Agreement shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the parties hereto and beneficiaries hereof shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental agreement shall be and be deemed to be part of the terms and conditions of this Agreement for any and all purposes. In executing or accepting any supplemental agreement permitted by this Article IX, the Subordination Agent shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel stating that the execution of such supplemental agreement is authorized or permitted by this Agreement.

SECTION 9.4. Notice to Rating Agencies. Promptly following its receipt of each amendment, consent, modification, supplement or waiver contemplated by this Article IX, the Subordination Agent shall send a copy thereof to each Rating Agency.
ARTICLE X

MISCELLANEOUS

SECTION 10.1. Termination of Intercreditor Agreement. Following payment of Final Distributions with respect to each Class of Certificates and the payment in full of all Liquidity Obligations to the Liquidity Providers and provided that there shall then be no other amounts due to the Certificateholders, the Trustees, the Liquidity Providers and the Subordination Agent hereunder or under the Trust Agreements, and that the commitment of the Liquidity Providers under the Liquidity Facilities shall have expired or been terminated, this Agreement and the trusts created hereby shall terminate and this Agreement shall be of no further force or effect. Except as aforesaid or otherwise provided, this Agreement and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof.

SECTION 10.2. Intercreditor Agreement for Benefit of Trustees, Liquidity Providers and Subordination Agent. Subject to the second sentence of Section 10.6 and the provisions of Sections 4.4 and 9.1, nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Trustees, the Liquidity Providers and the Subordination Agent any legal or equitable right, remedy or claim under or in respect of this Agreement.

SECTION 10.3. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices, requests, demands, authorizations, directions, consents, waivers or documents provided or permitted by this Agreement to be made, given, furnished or filed shall be in writing, mailed by certified mail, postage prepaid, or by confirmed telecopy and

(i) if to the Subordination Agent, addressed to at its office at:

U.S. Bank National Association
1 Federal St., 3rd Fl.,

Boston, MA 02110
Telephone: (617) 603-6566
Facsimile: (617) 603-6665

(ii) if to the Trustee, addressed to it at its office at:

U.S. Bank Trust National Association
300 Delaware Avenue, 9th Floor
Mail Code EX-DE-WDAW
Wilmington, Delaware 19801
Attention: Corporate Trust Services
Ref.: Northwest 2007-1 EETC
Telephone: (302) 576-3703
Facsimile: (302) 576-3717

(iii) if to the Liquidity Provider, addressed to it at its office at:

Calyon acting through its New York branch
Address:
Whenever any notice in writing is required to be given by any Trustee, Liquidity Provider or the Subordination Agent to any of the other of them, such notice shall be deemed given and such requirement satisfied when such notice is received, if such notice is mailed by certified mail, postage prepaid or by courier service or if such notice is sent by confirmed telecopy addressed as provided above. Any party hereto may change the address to which notices to such party will be sent by giving notice of such change to the other parties to this Agreement.

SECTION 10.4. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 10.5. No Oral Modifications or Continuing Waivers. No terms or provisions of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party or other Person against whom enforcement of the change, waiver, discharge or termination is sought and any other party or other Person whose consent is required pursuant to this Agreement and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

SECTION 10.6. Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the parties hereto and the successors and assigns of each, all as herein provided. In addition, the Northwest Provisions shall inure to the benefit of Northwest and its successors and assigns, and (without limitation of the foregoing) Northwest is hereby constituted, and agreed to be, an express third party beneficiary of the Northwest Provisions.

SECTION 10.7. Headings. The headings of the various Articles and Sections herein and in the table of contents hereto are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 10.8. Counterpart Form. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 10.9. Subordination. (a) As between the Liquidity Providers (and any additional liquidity providers in respect of any class of Refinancing Certificates or Additional Certificates), on the one hand, and the Trustees (and any Refinancing Trustees or Additional Trustees) and the Certificateholders (and any Refinancing Certificateholders or Additional Certificateholders), on the other hand,
and as among the Trustees (and any Refinancing Trustees or Additional Trustees) and the related Certificateholders (and any Refinancing Certificateholders or Additional Certificateholders), this Agreement shall be a subordination agreement for purposes of Section 510 of the United States Bankruptcy Code, as amended from time to time.

(b) Notwithstanding the provisions of this Agreement, if prior to the payment in full to the Liquidity Providers of all Liquidity Obligations then due and payable, any party hereto shall have received any payment or distribution in respect of Equipment Notes or any other amount under the Indentures or other Operative Agreements which, had the subordination provisions of this Agreement been properly applied to such payment, distribution or other amount, would not have been distributed to such Person, then such payment, distribution or other amount shall be received and held in trust by such Person and paid over or delivered to the Subordination Agent for application as provided herein.

(c) If any Trustee, any Liquidity Provider or the Subordination Agent receives any payment in respect of any obligations owing hereunder (or, in the case of the Liquidity Providers, in respect of the Liquidity Obligations), which is subsequently invalidated, declared preferential, set aside and/or required to be repaid to a trustee, receiver or other party, then, to the extent of such payment, such obligations (or, in the case of the Liquidity Providers, such Liquidity Obligations) intended to be satisfied shall be revived and continue in full force and effect as if such payment had not been received.

(d) The Trustees (on behalf of themselves and the holders of Certificates), the Liquidity Providers and the Subordination Agent confirm that the payment priorities specified in Sections 2.4, 3.2 and 3.3 shall apply in all circumstances. The Trustees expressly agree (on behalf of themselves and the holders of Certificates) not to assert priority over the holders of Liquidity Obligations due to their status as secured creditors in any bankruptcy, insolvency or other legal proceeding.

(e) Each of the Trustees (on behalf of themselves and the holders of Certificates), the Liquidity Providers and the Subordination Agent may take any of the following actions without impairing its rights under this Agreement:

(i) obtain a Lien on any property to secure any amounts owing to it hereunder, including, in the case of the Liquidity Providers, the Liquidity Obligations,

(ii) obtain the primary or secondary obligation of any other obligor with respect to any amounts owing to it hereunder, including, in the case of the Liquidity Providers, any of the Liquidity Obligations,

(iii) renew, extend, increase, alter or exchange any amounts owing to it hereunder, including, in the case of the Liquidity Providers, any of the Liquidity Obligations, or release or compromise any obligation of any obligor with respect thereto,

(iv) refrain from exercising any right or remedy, or delay in exercising such right or remedy, which it may have, or

(v) take any other action which might discharge a subordinated party or a surety under applicable law;

provided, however, that the taking of any such actions by any of the Trustees, the Liquidity Providers or the Subordination Agent shall not prejudice the rights or adversely affect the obligations of any other party under this Agreement.

SECTION 10.10. Governing Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

SECTION 10.11. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Immunity. (a) Each of the parties hereto hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement or any other Operative Agreement, or for recognition and enforcement of any judgment in respect hereof or thereof, to the nonexclusive general jurisdiction of
the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and the appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have that the venue of any such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to each party hereto at its address set forth in Section 10.3 hereof, or at such other address of which the other parties shall have been notified pursuant thereto; and

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PARTIES WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, AND CANNOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

(c) Each Liquidity Provider hereby waives any immunity it may have from the jurisdiction of the courts of the United States or of any state thereof and waives any immunity any of its properties located in the United States may have from attachment or execution upon a judgment entered by any such court under the United States Foreign Sovereign Immunities Act of 1976 or any similar successor legislation.

SECTION 10.12. No Petition Against Trustee. The Liquidity Provider covenants and agrees that it shall not institute against, or join any other Person in instituting against, the Trustee any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States for one year and a day after the latest maturing Certificate or other obligation has been paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written, and acknowledge that this Agreement has been made and delivered in the City of New York, and this Agreement has become effective only upon such execution and delivery.

U.S. BANK TRUST NATIONAL ASSOCIATION,
not in its individual capacity but solely as Trustee for each of the Trusts

By: /s/ John G. Correia
Name: John G. Correia
Title: Vice President
CALYON, acting through its New York Branch, as Class A Liquidity Provider and Class B Liquidity Provider

By: /s/ Yevgeniya Levitin
Name: Yevgeniya Levitin
Title: Director

By: /s/ Angel Naranjo
Name: Angel Naranjo
Title: Director

[Signature Page to the Intercreditor Agreement]

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity except as expressly set forth herein but solely as Subordination Agent and trustee

By: /s/ John G. Correia
Name: John G. Correia
Title: Vice President

[Signature Page to the Intercreditor Agreement]
DEPOSIT AGREEMENT  
(Class A)  

Dated as of October 10, 2007  

between  

CITIBANK, N.A.,  
as Escrow Agent,  

and  

CREDIT SUISSE, NEW YORK BRANCH,  
as Depositary  

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THIS DEPOSIT AGREEMENT (Class A) dated as of October 10, 2007 (as amended, modified or supplemented from time to time, this “Agreement”) between CITIBANK, N.A., as Escrow Agent under the Escrow and Paying Agent Agreement referred to below (in such capacity, together with its successors in such capacity, the “Escrow Agent”), and CREDIT SUISSE, NEW YORK BRANCH, a branch of Credit Suisse, organized and existing under the laws of Switzerland and licensed under the laws of the State of New York, as depositary bank (the “Depositary”). Capitalized terms used herein without definition shall have the respective defined meanings as set forth in the Note Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), Northwest Airlines, Inc., a Minnesota corporation (“Northwest”) and U.S. Bank Trust National Association, not in its individual capacity except as otherwise expressly provided therein, but solely as trustee (in such capacity, together with its successors in such capacity, the “Pass Through Trustee”) have entered into a Trust Supplement No. 2007-1A, dated as of October 10, 2007, to the Pass Through Trust Agreement dated as of June 3, 1999, by and among the Guarantor, Northwest and the Pass Through Trustee (the “Basic Agreement”) relating to Northwest Airlines Pass Through Trust 2007-1A pursuant to which the Northwest Airlines Pass Through Trust, Series 2007-1A Certificates referred to therein (the “Certificates”) are being issued;

WHEREAS, Northwest and Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Calyon Securities (USA) Inc., Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC (collectively, the “Underwriters” and, together with their respective transferees and assigns as registered owners of the Certificates, the “Investors”) have entered into an Underwriting Agreement dated as of October 2, 2007 pursuant to which the Pass Through Trustee will issue and sell the Certificates to the Underwriters;

WHEREAS, Northwest, the Pass Through Trustee, certain other pass through trustees and certain other persons concurrently herewith are entering into the Note Purchase Agreement, dated as of the date hereof (the “Note Purchase Agreement”), pursuant to which the Pass Through Trustee has agreed to acquire from time to time on or prior to the Delivery Period Termination Date (as defined in the Note Purchase Agreement) equipment notes (the “Equipment Notes”) issued to finance the acquisition of aircraft by Northwest, as lessee or as owner, utilizing a portion of the proceeds from the sale of the Certificates (the “Net Proceeds”);

WHEREAS, the Escrow Agent, the Underwriters, the Pass Through Trustee and U.S. Bank National Association, as paying agent for the Escrow Agent (in such capacity, together with its successors in such capacity, the “Paying Agent”) concurrently herewith are entering into an Escrow and Paying Agent Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with the terms thereof, the “Escrow and Paying Agent Agreement”); and

WHEREAS, the Underwriters and the Pass Through Trustee intend that the Net Proceeds be held in escrow by the Escrow Agent pursuant to the Escrow and Paying Agent Agreement, subject to withdrawal upon request of and proper certification by the Pass Through Trustee for the purpose of purchasing Equipment Notes, and that pending such withdrawal the Net Proceeds be deposited by the Escrow Agent with the Depositary pursuant to this Agreement, which provides for the Depositary to pay interest for distribution to the Investors and to establish accounts from which the Escrow Agent shall make withdrawals upon request of and proper certification by the Pass Through Trustee.
NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

FORMATION OF DEPOSITS

1.1 Acceptance of Depositary. The Depositary hereby agrees to act as depositary bank as provided herein and in connection therewith to accept all amounts to be delivered to or held by the Depositary pursuant to the terms of this Agreement. The Depositary further agrees to hold, maintain and safeguard the Deposits and the Accounts (as defined below) during the term of this Agreement in accordance with the provisions of this Agreement. The Escrow Agent shall not have any right to withdraw, assign or otherwise transfer moneys held in the Accounts except as permitted by this Agreement. Notwithstanding anything herein to the contrary, the Escrow Agent shall not be responsible for any actions or failure to act or any obligations of the Depositary.

1.2 Establishment of Accounts. The Escrow Agent hereby instructs the Depositary, and the Depositary agrees, to establish the separate deposit accounts listed on Schedule I hereto and to establish such additional separate deposit accounts as may be required in connection with the deposits contemplated by Section 2.4 hereof (each, an “Account” and collectively, the “Accounts”), each in the name of the Escrow Agent and all on the terms and conditions set forth in this Agreement.

ARTICLE 2

MAINTENANCE OF DEPOSITS

2.1 Deposits. The Escrow Agent shall direct the Underwriters to deposit with the Depositary on the date of this Agreement (the “Deposit Date”) in Federal (same day) funds by wire transfer to: Bank of New York, ABA No. 021000018, BIC Code IRVTUS3N, Account No. 8900329238, Reference: NWA 2007-1 EETC, and the Depositary shall accept from the Underwriters, on behalf of the Escrow Agent, the sum of US $338,498,000. Upon acceptance of such sum, the Depositary shall (i) establish each of the deposits specified in Schedule I hereto maturing on the respective dates (each such date, as it may be extended from time to time in accordance with, and subject to the requirements of, the Indemnity Agreement (as defined herein) through the Delivery Period Termination Date, a “Maturity Date”) set forth therein (including any deposit made pursuant to Section 2.4 hereof, individually, a “Deposit” and, collectively, the “Deposits”) and (ii) credit each Deposit to the related Account as set forth therein. No amount shall be deposited in any Account other than the related Deposit.

2.2 Interest. Each Deposit shall bear interest from and including the date of deposit to but excluding the earlier of (x) date of withdrawal and (y) such Deposit’s Maturity Date at the rate of 7.027% per annum (computed on the basis of a year of twelve 30-day months) payable to the Paying Agent on behalf of the Escrow Agent semiannually in arrears on each May 1 and November 1, commencing on May 1, 2008 (each, an “Interest Payment Date”), and (except in the case of a Final Withdrawal (as defined below) made pursuant to a Notice of Replacement Withdrawal (as defined below) on a day which is not an Interest Payment Date) on the date of the Final Withdrawal (as defined below) all in accordance with the terms of this Agreement (whether or not any such Deposit is withdrawn on an Interest Payment Date). Interest accrued on any Deposit that is withdrawn pursuant to a Notice of Purchase Withdrawal (as defined below) shall be paid on the next Interest Payment Date, notwithstanding, in the case of retained interest due to a Notice of Purchase Withdrawal only, any intervening Final Withdrawal (such remaining interest being hereinafter referred to as a “Carryover Deposit”). In addition, interest accrued on any Deposit that is withdrawn pursuant to a Notice of Replacement Withdrawal but not paid on the date of the Final Withdrawal shall be paid on the next Interest Payment Date.

2.3 Withdrawals. On and after the date seven (7) days after the establishment of each Deposit, the Escrow Agent may, by providing at least one (1) Business Day prior notice of withdrawal to the Depositary in the form of Exhibit A hereto (a “Notice of Purchase Withdrawal”), withdraw not less than the entire balance of such Deposit. At any time prior to the actual withdrawal of any such Deposit, the Escrow Agent or the Pass Through Trustee may, by notice to the Depositary, cancel such withdrawal (including on the scheduled date therefor), and thereafter such Deposit shall continue to be maintained by the Depositary in accordance with the original terms thereof.
Following such withdrawal the balance in the related Account shall be zero and the Depositary shall close such Account. As used herein, “Business Day” means any day, other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close in New York, New York, Minneapolis, Minnesota or Boston, Massachusetts. The Depositary reserves the right, upon at least fourteen (14) days prior notice to Northwest, the Escrow Agent and the Pass Through Trustee, to require seven (7) days notice for any withdrawal.

(a) (i) The Escrow Agent may, by providing at least fifteen (15) days prior notice of withdrawal to the Depositary in the form of Exhibit B hereto (a “Notice of Final Withdrawal”), withdraw the entire amount of all of the remaining Deposits together with the payment by the Depositary of all accrued and unpaid interest on such Deposits to but excluding the specified date of withdrawal (a “Final Withdrawal”), on such date as shall be specified in such Notice of Final Withdrawal. If neither a Notice of Final Withdrawal nor a Notice of Replacement Withdrawal has been given to the Depositary on or before April 1, 2009, and there are unwithdrawn Deposits on such date, the Depositary shall pay the amount of the Final Withdrawal to the Paying Agent on such date as designated by Northwest pursuant to the Indemnity Agreement dated as of October 10, 2007 between Northwest and the Depositary (the “Indemnity Agreement”) but in any event not later than April 16, 2009.

(ii) The Escrow Agent may, by providing at least fifteen (15) days prior notice of withdrawal to the Depositary in the form of Exhibit C hereto (a “Notice of Replacement Withdrawal”), request withdrawal of the entire amount of all Deposits then held by the Depositary together with, if specified in such Notice of Replacement Withdrawal, the payment by the Depositary of all accrued and unpaid interest on such Deposits to but excluding the specified date of withdrawal (a “Replacement Withdrawal”) on such date as shall be specified in such Notice of Replacement Withdrawal.

(b) If the Depositary receives a duly completed Notice of Purchase Withdrawal, Notice of Final Withdrawal or Notice of Replacement Withdrawal complying with the provisions of this Agreement, it shall make the payments specified therein in accordance with the provisions of this Agreement.

2.4 Other Accounts. On the date of withdrawal of any Deposit pursuant to a Notice of Purchase Withdrawal, the Escrow Agent, or the Pass Through Trustee on behalf of the Escrow Agent, shall be entitled to re-deposit with the Depositary any portion thereof and the Depositary shall accept the same for deposit hereunder. Any sums so received for deposit shall be established as a new Deposit and credited to a new Account, all as more fully provided in Section 2.1 hereof, and thereafter the provisions of this Agreement shall apply thereto as fully and with the same force and effect as if such Deposit had been established on the Deposit Date except that (i) such Deposit may not be withdrawn prior to the date seven days after the establishment thereof and (ii) such Deposit shall mature in accordance with this Agreement and bear interest as provided in Section 2.2 hereof. The Depositary shall promptly give notice to the Escrow Agent of receipt of each such re-deposit and the account number assigned thereto.
ARTICLE 3

TERMINATION

3.1 This Agreement shall terminate on the fifth (5th) Business Day after the later of the date on which (i) all of the Deposits shall have been withdrawn and paid as provided herein without any re-deposit and (ii) all accrued and unpaid interest on the Deposits shall have been paid as provided herein, but in no event prior to the date on which the Depositary shall have performed in full its obligations hereunder.

3.2 For the avoidance of doubt, the obligations of the Depositary under the last two (2) sentences of Section 2.2 hereof shall remain in full force and effect notwithstanding the execution and delivery of a replacement Deposit Agreement in accordance with the Note Purchase Agreement.

ARTICLE 4

PAYMENTS

All payments (including, without limitation, those payments made in respect of Taxes (as defined and provided for below)) made by the Depositary hereunder shall be paid in United States Dollars and immediately available funds by wire transfer (i) in the case of accrued interest on the Deposits payable under Section 2.2 hereof or any Final Withdrawal, directly to the Paying Agent on behalf of the Escrow Agent at U.S. Bank National Association, 1 Federal St., 3rd Fl., Boston, MA 02110, Attention: Corporate Trust Department (Telecopier: 617-662-1462), Reference: Northwest Airlines 2007-1A EETC, or to such other account as the Paying Agent may direct from time to time in writing to the Depositary and the Escrow Agent and (ii) in the case of any withdrawal of one or more Deposits pursuant to a Notice of Purchase Withdrawal or all the then remaining Deposits pursuant to a Notice of Replacement Withdrawal, directly to or as directed by the Pass Through Trustee as specified and in the manner provided in such Notice of Purchase Withdrawal or Notice of Replacement Withdrawal. The Depositary hereby waives any and all rights of set-off, combination of accounts, right of retention or similar right (whether arising under applicable law, contract or otherwise) it may have against the Deposits howsoever arising. Except as provided below, all payments on or in respect of each Deposit shall be made free and clear of and without reduction for or on account of any and all taxes, levies or other impositions or charges (collectively, “Taxes”). However, if the Depositary or the Paying Agent (pursuant to Section 2.4 of the Escrow and Paying Agent Agreement) shall be required by law to deduct or withhold any Taxes from or in respect of any sum payable hereunder, the Depositary shall: (i) make such deductions or withholding; (ii) pay the full amount deducted or withheld (including in respect of such additional amounts) to the competent taxation authority; and (iii) if the Taxes required to be deducted or withheld are imposed by Switzerland or any political subdivision thereof, pay such additional amounts as may be necessary in order that the actual amount received by the designated recipient of such sum under this Agreement or the Escrow and Paying Agent Agreement after such deduction or withholding equals the sum it would have received had no such deduction or withholding been required. If the date on which any payment due on any Deposit would otherwise fall on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date, and no additional interest shall accrue in respect of such extension.
ARTICLE 5
REPRESENTATIONS AND WARRANTIES

The Depositary hereby represents and warrants to Northwest, the Guarantor, the Escrow Agent, the Pass Through Trustee and the Paying Agent that:

(a) it is a banking corporation duly organized and validly existing in good standing under the laws of its jurisdiction of organization and is duly qualified to conduct banking business in the State of New York;

(b) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of it and do not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof;

(d) no authorization, consent or approval of, or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement;

(e) neither the execution, delivery or performance by it of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or results or will result in, a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or of any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(f) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (i) would adversely affect the ability of it to perform its obligations under this Agreement or (ii) would call into question or challenge the validity of this Agreement or the enforceability hereof in accordance with the terms hereof, nor is the Depositary in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 6
TRANSFER

Neither party hereto shall be entitled to assign or otherwise transfer this Agreement (or any interest herein) other than (in the case of the Escrow Agent) to a successor escrow agent under Section 1.7 of the Escrow and Paying Agent Agreement, and any purported assignment in violation thereof shall be void. This Agreement shall be binding upon the parties hereto and their respective successors and (in the case of the Escrow Agent) permitted assigns.
ARTICLE 7

AMENDMENT

This Agreement may not be amended, waived or otherwise modified except by an instrument in writing signed by the party against whom the amendment, waiver or other modification is sought to be enforced and by the Pass Through Trustee.

ARTICLE 8

NOTICES

Unless otherwise expressly provided herein, any notice or other communication under this Agreement shall be in writing (including by facsimile) and shall be deemed to be given and effective upon receipt thereof. All notices shall be sent to (x) in the case of the Depositary, Credit Suisse, New York Branch, 11 Madison Avenue, New York, New York 10010, Attention: Karl Studer (Telecopier: (212) 743-1894), with copies to James Palen (Telecopier: (212) 743-2025) and Carl Paravati (Telecopier: (212) 538-5165) or (y) in the case of the Escrow Agent, Citibank, N.A., Agency & Trust, 388 Greenwich Street, 14th Floor, New York, NY 10013, Attention: Barbara E. Bennett (Telecopier: (212) 657-2762), in each case, with a copy to the Pass Through Trustee, U.S. Bank Trust National Association, 225 Asylum St., Goodwin Square, Hartford, CT 06013, Attention: John G. Correia (Telecopier: 617-603-6665) and to Northwest, Northwest Airlines, Inc., Department A4010, 2700 Lone Oak Parkway, Eagan, MN 55121-1534, Attention: Treasurer (Telecopier: (612) 726-2221) (or at such other address as any such party may specify from time to time in a written notice to the parties hereto). On or prior to the execution of this Agreement, the Escrow Agent has delivered to the Depositary a certificate containing specimen signatures of the representatives of the Escrow Agent who are authorized to give notices and instructions with respect to this Agreement. The Depositary may conclusively rely on such certificate until the Depositary receives written notice from the Escrow Agent to the contrary.

ARTICLE 9

OBLIGATIONS UNCONDITIONAL

The Depositary hereby acknowledges and agrees that its obligation to repay each Deposit together with interest thereon as provided herein is absolute, irrevocable and unconditional and constitutes a full recourse obligation of the Depositary enforceable against it to the full extent of all of its assets and properties.
ARTICLE 10

ENTIRE AGREEMENT

This Agreement (including all attachments hereto) sets forth all of the promises, covenants, agreements, conditions and understandings between the Depositary and the Escrow Agent with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

ARTICLE 11

GOVERNING LAW


ARTICLE 12

WAIVER OF JURY TRIAL RIGHT

EACH OF THE DEPOSITARY AND THE ESCROW AGENT ACKNOWLEDGES AND ACCEPTS THAT IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SUCH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

ARTICLE 13

HEAD OFFICE OBLIGATIONS

Credit Suisse hereby agrees that the obligations of the Depositary hereunder are also the obligations of Credit Suisse’s Head Office in Zurich, Switzerland. Accordingly, any beneficiary of this Agreement will be able to proceed directly against Credit Suisse’s Head Office in Zurich, Switzerland, if Credit Suisse’s New York Branch defaults in its obligation to such beneficiary under this Agreement.
ARTICLE 14
COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

*   *   *

IN WITNESS WHEREOF, the Escrow Agent and the Depositary have caused this Deposit Agreement to be duly executed as of the day and year first above written.

CITIBANK, N.A.,
as Escrow Agent

By: /s/ Barbara E. Bennett
    Name: Barbara E. Bennett
    Title: Vice President

CREDIT SUISSE, NEW YORK BRANCH,
As Depositary

By: /s/ John F. Kneafsey
    Name: John F. Kneafsey
    Title: Director

By: /s/ Lori A. Panzarino
    Name: Lori A. Panzarino
    Title: Vice President

SCHEDULE I

SCHEDULE OF DEPOSITS

(Class A)

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Deposit Agreement (Class A-1)

**EXHIBIT A**

**NOTICE OF PURCHASE WITHDRAWAL**

CREDIT SUISSE, NEW YORK BRANCH  
11 Madison Avenue  
New York, New York, 10010  
Attention: Karl Studer  
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class A) dated as of October 10, 2007 (the “Deposit Agreement”) between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3 of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of the Deposit, $ , Account No. .

The undersigned hereby directs the Depositary to pay the proceeds of the Deposit to , Account No. , Reference: on , upon the telephonic request of a representative of the Pass Through Trustee.

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Please Consider the Environment Before Printing This Document.
CITIBANK, N.A., as Escrow Agent

By:

Name:
Title:

Dated: ______________

cc: James Palen [Telecopier: (212) 743-2025]
Carl Paravati [Telecopier: (212) 538-5165]

EXHIBIT B

NOTICE OF FINAL WITHDRAWAL

CREDIT SUISSE, NEW YORK BRANCH
11 Madison Avenue
New York, New York, 10010
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class A) dated as of October 10, 2007 (the “Deposit Agreement”) between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3(a)(i) of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of all Deposits.

The undersigned hereby directs the Depositary to pay the proceeds of the Deposits and accrued interest thereon to the Paying Agent at [NAME], ABA#, Account#, Attention:, Reference: Northwest Airlines 2007-1A EETC.

CITIBANK, N.A., as Escrow Agent

By:

Name:
Title:

cc: James Palen [Telecopier: (212) 743-2025]
Carl Paravati [Telecopier: (212) 538-5165]
EXHIBIT C

NOTICE OF REPLACEMENT WITHDRAWAL

CREDIT SUISSE, NEW YORK BRANCH
11 Madison Avenue
New York, New York, 10010
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class A) dated as of October 10, 2007 (the “Deposit Agreement”) between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3(a)(ii) of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of all Deposits.

The undersigned hereby directs the Depositary to pay the proceeds of the Deposits to [NAME], ABA # , Account # Attention: , Reference: Northwest Airlines 2007-1A EETC [and to pay accrued interest thereon to the Paying Agent at , ABA # , Acct. No. , Reference: Northwest Airlines 2007-1A EETC]. (1) [The undersigned further directs the Depositary to pay the accrued interest on the Deposits to the Paying Agent on , 20 (the next Interest Payment Date) at ABA # , Account No. Reference Northwest Airlines 2007-1A EETC.](2)

(1) To be deleted in the case of a Replacement Withdrawal scheduled for a date which is not an Interest Payment Date (as defined in the Escrow and Payment Agent Agreement).

(2) To be inserted in the case of a Replacement Withdrawal scheduled for a date which is not an Interest Payment Date (as defined in the Escrow and Payment Agent Agreement).

CITIBANK, N.A.,
as Escrow Agent

By: ____________________________

Name: __________________________

Title: __________________________

Dated: ________________ , ___
DEPOSIT AGREEMENT
(Class B)

Dated as of October 10, 2007

between

CITIBANK, N.A.,
as Escrow Agent,

and

CREDIT SUISSE, NEW YORK BRANCH,
as Depositary

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DEPOSIT AGREEMENT (CLASS B)

THIS DEPOSIT AGREEMENT (Class B) dated as of October 10, 2007 (as amended, modified or supplemented from time to time, this “Agreement”) between CITIBANK, N.A., as Escrow Agent under the Escrow and Paying Agent Agreement referred to below (in such capacity, together with its successors in such capacity, the “Escrow Agent”), and CREDIT SUISSE, NEW YORK BRANCH, a branch of Credit Suisse, organized and existing under the laws of Switzerland and licensed under the laws of the State of New York, as depositary bank (the “Depositary”). Capitalized terms used herein without definition shall have the respective defined meanings as set forth in the Note Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), Northwest Airlines, Inc., a Minnesota corporation (“Northwest”) and U.S. Bank Trust National Association, not in its individual capacity except as otherwise expressly provided therein, but solely as trustee (in such capacity, together with its successors in such capacity, the “Pass Through Trustee”) have entered into a Trust Supplement No. 2007-1B, dated as of October 10, 2007, to the Pass Through Trust Agreement dated as of June 3, 1999, by and among the Guarantor, Northwest and the Pass Through Trustee (the “Basic Agreement”) relating to Northwest Airlines Pass Through Trust 2007-1B pursuant to which the Northwest Airlines Pass Through Trust, Series 2007-1B Certificates referred to therein (the “Certificates”) are being issued;

WHEREAS, Northwest and Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Calyon Securities (USA) Inc., Deutsche Bank Securities Inc. and Credit Suisse Securities (USA) LLC (collectively, the “Underwriters” and, together with their respective transferees and assigns as registered owners of the Certificates, the “Investors”) have entered into an Underwriting Agreement dated as of October 2, 2007 pursuant to which the Pass Through Trustee will issue and sell the Certificates to the Underwriters;

WHEREAS, Northwest, the Pass Through Trustee, certain other pass through trustees and certain other persons concurrently herewith are entering into the Note Purchase Agreement, dated as of the date hereof (the “Note Purchase Agreement”), pursuant to which the Pass Through Trustee has agreed to acquire from time to time on or prior to the Delivery Period Termination Date (as defined in the Note Purchase Agreement) equipment notes (the “Equipment Notes”) issued to finance the acquisition of aircraft by Northwest, as lessee or as owner, utilizing a portion of the proceeds from the sale of the Certificates (the “Net Proceeds”);

WHEREAS, the Escrow Agent, the Underwriters, the Pass Through Trustee and U.S. Bank National Association, as paying agent for the Escrow Agent (in such capacity, together with its successors in such capacity, the “Paying Agent”) concurrently herewith are entering into an Escrow and Paying Agent Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with the terms thereof, the “Escrow and Paying Agent Agreement”); and

WHEREAS, the Underwriters and the Pass Through Trustee intend that the Net Proceeds be held in escrow by the Escrow Agent pursuant to the Escrow and Paying Agent Agreement, subject to withdrawal upon request of and proper certification by the Pass Through Trustee for the purpose of purchasing Equipment Notes, and that pending such withdrawal the Net Proceeds be deposited by the Escrow Agent under the Escrow and Paying Agent Agreement.
NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1

FORMATION OF DEPOSITS

1.1 Acceptance of Depositary. The Depositary hereby agrees to act as depositary bank as provided herein and in connection therewith to accept all amounts to be delivered to or held by the Depositary pursuant to the terms of this Agreement. The Depositary further agrees to hold, maintain and safeguard the Deposits and the Accounts (as defined below) during the term of this Agreement in accordance with the provisions of this Agreement. The Escrow Agent shall not have any right to withdraw, assign or otherwise transfer moneys held in the Accounts except as permitted by this Agreement. Notwithstanding anything herein to the contrary, the Escrow Agent shall not be responsible for any actions or failure to act or any obligations of the Depositary.

1.2 Establishment of Accounts. The Escrow Agent hereby instructs the Depositary, and the Depositary agrees, to establish the separate deposit accounts listed on Schedule I hereto and to establish such additional separate deposit accounts as may be required in connection with the deposits contemplated by Section 2.4 hereof (each, an “Account” and collectively, the “Accounts”), each in the name of the Escrow Agent and all on the terms and conditions set forth in this Agreement.

ARTICLE 2

MAINTENANCE OF DEPOSITS

2.1 Deposits. The Escrow Agent shall direct the Underwriters to deposit with the Depositary on the date of this Agreement (the “Deposit Date”) in Federal (same day) funds by wire transfer to: Bank of New York, ABA No. 021000018, BIC Code IRVTUS3N, Account No. 8900329238, Reference: NWA 2007-1 EETC, and the Depositary shall accept from the Underwriters, on behalf of the Escrow Agent, the sum of US $115,845,000. Upon acceptance of such sum, the Depositary shall (i) establish each of the deposits specified in Schedule I hereto maturing on the respective dates (each such date, as it may be extended from time to time in accordance with, and subject to the requirements of, the Indemnity Agreement (as defined herein) through the Delivery Period Termination Date, a “Maturity Date”) set forth therein (including any deposit made pursuant to Section 2.4 hereof, individually, a “Deposit” and, collectively, the “Deposits”) and (ii) credit each Deposit to the related Account as set forth therein. No amount shall be deposited in any Account other than the related Deposit.

2.2 Interest. Each Deposit shall bear interest from and including the date of deposit to but excluding the earlier of (x) date of withdrawal and (y) such Deposit’s Maturity Date at the rate of 8.028% per annum (computed on the basis of a year of twelve 30-day months) payable to the Paying Agent on behalf of the Escrow Agent semiannually in arrears on each May 1 and November 1, commencing on May 1, 2008 (each, an “Interest Payment Date”), and (except in the case of a Final Withdrawal (as defined below) made pursuant to a Notice of Replacement Withdrawal (as defined below) on a day which is not an Interest Payment Date) on the date of the Final Withdrawal (as defined below) all in accordance with the terms of this Agreement (whether or not any such Deposit is withdrawn on an Interest Payment Date). Interest accrued on any Deposit that is withdrawn pursuant to a Notice of Purchase Withdrawal (as defined below) shall be paid on the next Interest Payment Date, notwithstanding, in the case of retained interest due to a Notice of Purchase Withdrawal only, any intervening Final Withdrawal (such remaining interest being hereinafter referred to as a “Carryover Deposit”). In addition, interest accrued on any Deposit that is withdrawn pursuant to a Notice of Replacement Withdrawal but not paid on the date of the Final Withdrawal shall be paid on the next Interest Payment Date.
2.3 Withdrawals. On and after the date seven (7) days after the establishment of each Deposit, the Escrow Agent may, by providing at least one (1) Business Day prior notice of withdrawal to the Depositary in the form of Exhibit A hereto (a “Notice of Purchase Withdrawal”), withdraw not less than the entire balance of such Deposit. At any time prior to the actual withdrawal of any such Deposit, the Escrow Agent or the Pass Through Trustee may, by notice to the Depositary, cancel such withdrawal (including on the scheduled date therefor), and thereafter such Deposit shall continue to be maintained by the Depositary in accordance with the original terms thereof. Following such withdrawal the balance in the related Account shall be zero and the Depositary shall close such Account. As used herein, “Business Day” means any day, other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close in New York, New York, Minneapolis, Minnesota or Boston, Massachusetts. The Depositary reserves the right, upon at least fourteen (14) days prior notice to Northwest, the Escrow Agent and the Pass Through Trustee, to require seven (7) days notice for any withdrawal.

(a) (i) The Escrow Agent may, by providing at least fifteen (15) days prior notice of withdrawal to the Depositary in the form of Exhibit B hereto (a “Notice of Final Withdrawal”), withdraw the entire amount of all of the remaining Deposits together with the payment by the Depositary of all accrued and unpaid interest on such Deposits to but excluding the specified date of withdrawal (a “Final Withdrawal”), on such date as shall be specified in such Notice of Final Withdrawal. If neither a Notice of Final Withdrawal nor a Notice of Replacement Withdrawal has been given to the Depositary on or before April 1, 2009, and there are unwithdrawn Deposits on such date, the Depositary shall pay the amount of the Final Withdrawal to the Paying Agent on such date as designated by Northwest pursuant to the Indemnity Agreement dated as of October 10, 2007 between Northwest and the Depositary (the “Indemnity Agreement”) but in any event not later than April 16, 2009.

(ii) The Escrow Agent may, by providing at least fifteen (15) days prior notice of withdrawal to the Depositary in the form of Exhibit C hereto (a “Notice of Replacement Withdrawal”), request withdrawal of the entire amount of all Deposits then held by the Depositary together with, if specified in such Notice of Replacement Withdrawal, the payment by the Depositary of all accrued and unpaid interest on such Deposits to but excluding the specified date of withdrawal (a “Replacement Withdrawal”) on such date as shall be specified in such Notice of Replacement Withdrawal.

(b) If the Depositary receives a duly completed Notice of Purchase Withdrawal, Notice of Final Withdrawal or Notice of Replacement Withdrawal complying with the provisions of this Agreement, it shall make the payments specified therein in accordance with the provisions of this Agreement.

2.4 Other Accounts. On the date of withdrawal of any Deposit pursuant to a Notice of Purchase Withdrawal, the Escrow Agent, or the Pass Through Trustee on behalf of the Escrow Agent, shall be entitled to re-deposit with the Depositary any portion thereof and the Depositary shall accept the same for deposit hereunder. Any sums so received for deposit shall be established as a new Deposit and credited to a new Account, all as more fully provided in Section 2.1 hereof, and thereafter the provisions of this Agreement shall apply thereto as fully and with the same force and effect as if such Deposit had been established on the Deposit Date except that (i) such Deposit may not be withdrawn prior to the date seven days after the establishment thereof and (ii) such Deposit shall mature in accordance with this Agreement and bear interest as provided in Section 2.2 hereof. The Depositary shall promptly give notice to the Escrow Agent of receipt of each such re-deposit and the account number assigned thereto.

ARTICLE 3

TERMINATION

3.1 This Agreement shall terminate on the fifth (5th) Business Day after the later of the date on which (i) all of the Deposits shall have been withdrawn and paid as provided herein without any re-deposit and (ii) all accrued and unpaid interest on the Deposits shall have been paid as provided herein, but in no event prior to the date on which the Depositary shall have performed in full its obligations hereunder.
3.2 For the avoidance of doubt, the obligations of the Depositary under the last two (2) sentences of Section 2.2 hereof shall remain in full force and effect notwithstanding the execution and delivery of a replacement Deposit Agreement in accordance with the Note Purchase Agreement.

ARTICLE 4

PAYMENTS

All payments (including, without limitation, those payments made in respect of Taxes (as defined and provided for below)) made by the Depositary hereunder shall be paid in United States Dollars and immediately available funds by wire transfer (i) in the case of accrued interest on the Deposits payable under Section 2.2 hereof or any Final Withdrawal, directly to the Paying Agent on behalf of the Escrow Agent at U.S. Bank National Association, 1 Federal St., 3rd Fl., Boston, MA 02110, Attention: Corporate Trust Department (Telecopier: 617-662-1462), Reference: Northwest Airlines 2007-1B EETC, or to such other account as the Paying Agent may direct from time to time in writing to the Depositary and the Escrow Agent and (ii) in the case of any withdrawal of one or more Deposits pursuant to a Notice of Purchase Withdrawal or all the then remaining Deposits pursuant to a Notice of Replacement Withdrawal, directly to or as directed by the Pass Through Trustee as specified and in the manner provided in such Notice of Purchase Withdrawal or Notice of Replacement Withdrawal. The Depositary hereby waives any and all rights of set-off, combination of accounts, right of retention or similar right (whether arising under applicable law, contract or otherwise) it may have against the Deposits howsoever arising. Except as provided below, all payments on or in respect of each Deposit shall be made free and clear of and without reduction for or on account of any and all taxes, levies or other impositions or charges (collectively, “Taxes”). However, if the Depositary or the Paying Agent (pursuant to Section 2.4 of the Escrow and Paying Agent Agreement) shall be required by law to deduct or withhold any Taxes from or in respect of any sum payable hereunder, the Depositary shall: (i) make such deductions or withholding; (ii) pay the full amount deducted or withheld (including in respect of such additional amounts) to the competent taxation authority; and (iii) if the Taxes required to be deducted or withheld are imposed by Switzerland or any political subdivision thereof, pay such additional amounts as may be necessary in order that the actual amount received by the designated recipient of such sum under this Agreement or the Escrow and Paying Agent Agreement after such deduction or withholding equals the sum it would have received had no such deduction or withholding been required. If the date on which any payment due on any Deposit would otherwise fall on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date, and no additional interest shall accrue in respect of such extension.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

The Depositary hereby represents and warrants to Northwest, the Guarantor, the Escrow Agent, the Pass Through Trustee and the Paying Agent that:
it is a banking corporation duly organized and validly existing in good standing under the laws of its jurisdiction of organization and is duly qualified to conduct banking business in the State of New York;

it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement;

the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on the part of it and do not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof;

no authorization, consent or approval of, or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement;

neither the execution, delivery or performance by it of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or results or will result in, a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or of any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (i) would adversely affect the ability of it to perform its obligations under this Agreement or (ii) would call into question or challenge the validity of this Agreement or the enforceability hereof in accordance with the terms hereof, nor is the Depositary in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 6

TRANSFER

Neither party hereto shall be entitled to assign or otherwise transfer this Agreement (or any interest herein) other than (in the case of the Escrow Agent) to a successor escrow agent under Section 1.7 of the Escrow and Paying Agent Agreement, and any purported assignment in violation thereof shall be void. This Agreement shall be binding upon the parties hereto and their respective successors and (in the case of the Escrow Agent) permitted assigns.
ARTICLE 7

AMENDMENT

This Agreement may not be amended, waived or otherwise modified except by an instrument in writing signed by the party against whom the amendment, waiver or other modification is sought to be enforced and by the Pass Through Trustee.

ARTICLE 8

NOTICES

Unless otherwise expressly provided herein, any notice or other communication under this Agreement shall be in writing (including by facsimile) and shall be deemed to be given and effective upon receipt thereof. All notices shall be sent to (x) in the case of the Depositary, Credit Suisse, New York Branch, 11 Madison Avenue, New York, New York 10010, Attention: Karl Studer (Telecopier: (212) 743-1894), with copies to James Palen (Telecopier: (212) 743-2025) and Carl Paravati (Telecopier: (212) 538-5165) or (y) in the case of the Escrow Agent, Citibank, N.A., Agency & Trust, 388 Greenwich Street, 14th Floor, New York, NY 10013, Attention: Barbara E. Bennett (Telecopier: (212) 657-2762), in each case, with a copy to the Pass Through Trustee, U.S. Bank Trust National Association, 225 Asylum St., Goodwin Square, Hartford, CT 06013, John G. Correia (Telecopier: 617-603-6665) and to Northwest, Northwest Airlines, Inc., Department A4010, 2700 Lone Oak Parkway, Eagan, MN 55121-1534, Attention: Treasurer (Telecopier: (612) 726-2221) (or at such other address as any such party may specify from time to time in a written notice to the parties hereto). On or prior to the execution of this Agreement, the Escrow Agent has delivered to the Depositary a certificate containing specimen signatures of the representatives of the Escrow Agent who are authorized to give notices and instructions with respect to this Agreement. The Depositary may conclusively rely on such certificate until the Depositary receives written notice from the Escrow Agent to the contrary.

ARTICLE 9

OBLIGATIONS UNCONDITIONAL

The Depositary hereby acknowledges and agrees that its obligation to repay each Deposit together with interest thereon as provided herein is absolute, irrevocable and unconditional and constitutes a full recourse obligation of the Depositary enforceable against it to the full extent of all of its assets and properties.
ARTICLE 10

ENTIRE AGREEMENT

This Agreement (including all attachments hereto) sets forth all of the promises, covenants, agreements, conditions and understandings between the Depositary and the Escrow Agent with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

ARTICLE 11

GOVERNING LAW


ARTICLE 12

WAIVER OF JURY TRIAL RIGHT

EACH OF THE DEPOSITARY AND THE ESCROW AGENT ACKNOWLEDGES AND ACCEPTS THAT IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SUCH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

ARTICLE 13

HEAD OFFICE OBLIGATIONS

Credit Suisse hereby agrees that the obligations of the Depositary hereunder are also the obligations of Credit Suisse’s Head Office in Zurich, Switzerland. Accordingly, any beneficiary of this Agreement will be able to proceed directly against Credit Suisse’s Head Office in Zurich, Switzerland, if Credit Suisse’s New York Branch defaults in its obligation to such beneficiary under this Agreement.
ARTICLE 14
COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

* * *

IN WITNESS WHEREOF, the Escrow Agent and the Depositary have caused this Deposit Agreement to be duly executed as of the day and year first above written.

CITIBANK, N.A.,
as Escrow Agent

By: /s/ Barbara E. Bennett
    Name: Barbara E. Bennett
    Title: Vice President

CREDIT SUISSE, NEW YORK
BRANCH,
As Depositary

By: /s/ John F. Kneafsey
    Name: John F. Kneafsey
    Title: Director

By: /s/ Lori A. Panzarino
    Name: Lori A. Panzarino
    Title: Vice President

SCHEDULE I

SCHEDULE OF DEPOSITS
(Class B)

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EXHIBIT A

NOTICE OF PURCHASE WITHDRAWAL

CREDIT SUISSE, NEW YORK BRANCH
11 Madison Avenue
New York, New York, 10010
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class B) dated as of October 10, 2007 (the “Deposit Agreement”) between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3 of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of the Deposit, $  , Account No.  .

The undersigned hereby directs the Depositary to pay the proceeds of the Deposit to  , Account No.  , Reference:  on  , upon the telephonic request of a representative of the Pass Through Trustee.

CITIBANK, N.A.,
EXHIBIT B

NOTICE OF FINAL WITHDRAWAL

CREDIT SUISSE, NEW YORK BRANCH
11 Madison Avenue
New York, New York, 10010
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class B) dated as of October 10, 2007 (the “Deposit Agreement”) between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3(a)(i) of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of all Deposits.

The undersigned hereby directs the Depositary to pay the proceeds of the Deposits and accrued interest thereon to the Paying Agent at [NAME], ABA# , Account # , Attention: , Reference: Northwest Airlines 2007-1B EETC.

CITIBANK, N.A.,
as Escrow Agent

By: ________________________________
Name:  
Title:  

cc: James Palen [Telecopier: (212) 743-2025]
    Carl Paravati [Telecopier: (212) 538-5165]
NOTICE OF REPLACEMENT WITHDRAWAL

CREDIT SUISSE, NEW YORK BRANCH
11 Madison Avenue
New York, New York, 10010
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class B) dated as of October 10, 2007 (the “Deposit Agreement”) between Citibank, N.A., as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3(a)(ii) of the Deposit Agreement, the undersigned hereby requests the withdrawal of the entire amount of all Deposits.

The undersigned hereby directs the Depositary to pay the proceeds of the Deposits to at [NAME], ABA # , Account # Attention: , Reference: Northwest Airlines 2007-1B EETC [and to pay accrued interest thereon to the Paying Agent at ABA # , Acct. No. , Reference: Northwest Airlines 2007-1B EETC].(1)

[The undersigned further directs the Depositary to pay the accrued interest on the Deposits to the Paying Agent on , 20 (the next Interest Payment Date) at ABA # , Account No. Reference Northwest Airlines 2007-1B EETC.](2)

(1) To be deleted in the case of a Replacement Withdrawal scheduled for a date which is not an Interest Payment Date (as defined in the Escrow and Payment Agent Agreement).

(2) To be inserted in the case of a Replacement Withdrawal scheduled for a date which is not an Interest Payment Date (as defined in the Escrow and Payment Agent Agreement).

CITIBANK, N.A.,
as Escrow Agent

By: ________________________________
Name: ________________________________
Title: ________________________________

Dated: ___________________________

cc: James Palen [Telecopier: (212) 743-2025]
    Carl Paravati [Telecopier: (212) 538-5165]
ESCROW AND PAYING AGENT AGREEMENT
(Class A)

Dated as of October 10, 2007

among

CITIBANK, N.A.

as Escrow Agent,

MORGAN STANLEY & CO. INCORPORATED

CITIGROUP GLOBAL MARKETS INC.

J.P. MORGAN SECURITIES INC.

CREDIT SUISSE SECURITIES (USA) LLC

DEUTSCHE BANK SECURITIES INC.

AND

CALYON SECURITIES (USA) INC.

as Underwriters,

U.S. BANK TRUST NATIONAL ASSOCIATION,

not in its individual capacity,

but solely as Pass Through Trustee

for and on behalf of

Northwest Airlines Pass Through Trust 2007-1A

as Pass Through Trustee,

AND

U.S. BANK NATIONAL ASSOCIATION,

as Paying Agent

________________________

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This ESCROW AND PAYING AGENT AGREEMENT (Class A) dated as of October 10, 2007 (as amended, modified or supplemented from time to time, this “Agreement”) among Citibank, N.A., as Escrow Agent (in such capacity, together with its successors in such capacity, the “Escrow Agent”), Morgan Stanley & Co. Incorporated and Citigroup Global Markets Inc., as Underwriters of the Certificates referred to below (the “Underwriters” and together with their respective transferees and assigns as registered owners of the Certificates, the “Investors”) under the Underwriting Agreement referred to below, U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as otherwise expressly provided herein, but solely as trustee (in such capacity, together with its successors in such capacity, the “Pass Through Trustee”) under the Pass Through Trust Agreement referred to below, and U.S. Bank National Association, as paying agent hereunder (in such capacity, together with its successors in such capacity, the “Paying Agent”).

WHEREAS, Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), Northwest Airlines, Inc., a Minnesota corporation (“Northwest”) and the Pass Through Trustee have entered into a Trust Supplement, dated as of the date hereof (the “Trust Supplement”), to the Pass Through Trust Agreement, dated as of June 3, 1999, by and among the Guarantor, Northwest and the Pass Through Trustee (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association), relating to Northwest Airlines Pass Through Trust 2007-1A (the “Pass Through Trust”) pursuant to which the Northwest Airlines Pass Through Trust, Series 2007-1A Certificates referred to therein (the “Certificates”) are being issued;

WHEREAS, Northwest and the Underwriters have entered into an Underwriting Agreement dated October 2, 2007 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the “Underwriting Agreement”) pursuant to which the Pass Through Trustee will issue and sell the Certificates to the Underwriters;

WHEREAS, Northwest, the Pass Through Trustee, certain other pass through trustees and certain other persons concurrently herewith are entering into the Note Purchase Agreement, dated as of the date hereof (the “Note Purchase Agreement”), pursuant to which the Pass Through Trustee has agreed to acquire from time to time on or prior to the Delivery Period Termination Date (as defined in the Note Purchase Agreement) equipment notes (the “Equipment Notes”) issued to finance the acquisition of aircraft by Northwest, utilizing a portion of the proceeds from the sale of the Certificates (the “Net Proceeds”);

WHEREAS, the Underwriters and the Pass Through Trustee intend that the Net Proceeds be held in escrow by the Escrow Agent on behalf of the Investors, subject to withdrawal upon request by the Pass Through Trustee and satisfaction of the conditions set forth in
the Note Purchase Agreement for the purpose of purchasing Equipment Notes, and that pending such withdrawal the Net Proceeds be
deposited on behalf of the Escrow Agent with Credit Suisse, New York Branch, as Depositary (the “Depositary”) under the Deposit
Agreement, dated as of the date hereof, between the Depositary and the Escrow Agent relating to the Pass Through Trust (as amended,
modified or supplemented from time to time in accordance with the terms thereof, the “Deposit Agreement”) pursuant to which, among other
things, the

Depositary will pay interest for distribution to the Investors and establish accounts from which the Escrow Agent shall make withdrawals
upon request of and proper certification by the Pass Through Trustee;

WHEREAS, the Escrow Agent wishes to appoint the Paying Agent to pay amounts required to be distributed to the
Investors in accordance with this Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by
reference in the Pass Through Trust Agreement.

NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration,
the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Escrow Agent.

Section 1.1 Appointment of Escrow Agent. Each of the Underwriters, for and on behalf of each of the Investors,
hereby irrevocably appoints, authorizes and directs the Escrow Agent to act as escrow agent and fiduciary hereunder and under the Deposit
Agreement for such specific purposes and with such powers as are specifically delegated to the Escrow Agent by the terms of this Agreement,
together with such other powers as are reasonably incidental thereto. Any and all money received and held by the Escrow Agent under this
Agreement or the Deposit Agreement shall be held in escrow by the Escrow Agent in accordance with the terms of this Agreement. This
Agreement is irrevocable and the Investors’ rights with respect to any monies received and held in escrow by the Escrow Agent under this
Agreement or the Deposit Agreement shall only be as provided under the terms and conditions of this Agreement and the Deposit Agreement.
The Escrow Agent (which term as used in this sentence shall include reference to its affiliates and its own and its affiliates’ officers, directors,
employees and agents):
(a) shall have no duties or responsibilities except those expressly set forth in this Agreement;

(b) shall not be responsible to the Pass Through Trustee, the Investors or any other person for any recitals, statements, representations or warranties of any person other than itself contained in this Agreement, the Escrow Receipts (as defined herein), the Deposit Agreement or the Note Purchase Agreement or for actions of or the failure by the Pass Through Trustee, the Investors or any other person or entity, including but not limited to, the Paying Agent or the Depositary (other than the Escrow Agent) to perform any of its obligations hereunder (whether or not the Escrow Agent shall have any knowledge thereof); and

(c) shall not be responsible for any action taken or omitted to be taken by it hereunder or provided for herein or in connection herewith, except for its own willful misconduct or gross negligence (or simple negligence in connection with the handling of funds) or breach of its obligations hereunder.

Section 1.2 Instruction, Etc. The Underwriters, for and on behalf of each of the Investors, hereby irrevocably instruct the Escrow Agent, and the Escrow Agent agrees: (a) to enter into the Deposit Agreement and, if requested by Northwest pursuant to Section 5(a)(vii) of the Note Purchase Agreement, to enter into a Replacement Deposit Agreement (as defined in the Note Purchase Agreement) with the Replacement Depositary (as defined in the Note Purchase Agreement) specified by the Company; (b) to appoint the Paying Agent as provided in this Agreement; (c) upon receipt at any time and from time to time prior to the Termination Date (as defined below) of a certificate substantially in the form of Exhibit B hereto (a “Withdrawal Certificate”) executed by the Pass Through Trustee, together with an attached Notice of Purchase Withdrawal in substantially the form of Exhibit A to the Deposit Agreement duly completed by the Pass Through Trustee (the “Applicable Notice of Purchase Withdrawal” and the withdrawal to which it relates, a “Purchase Withdrawal”), immediately to execute the Applicable Notice of Purchase Withdrawal as Escrow Agent and transmit it to the Depositary by facsimile transmission in accordance with the Deposit Agreement; provided that, upon the request of the Pass Through Trustee after such transmission, the Escrow Agent shall cancel such Applicable Notice of Purchase Withdrawal; (d) upon receipt of a Withdrawal Certificate executed by the Pass Through Trustee, together with an attached Notice of Replacement Withdrawal in substantially the form of Exhibit C to the Deposit Agreement (a “Notice of Replacement Withdrawal”) duly completed by the Pass Through Trustee, to (X) give such Notice of Replacement Withdrawal to the Depositary requesting a withdrawal, on the date specified in such notice, which shall not be less than 15 days after such notice is given (the “Replacement Withdrawal Date”), of all Deposits as defined in the Deposit Agreement then held by the Depositary together with, if the Replacement Withdrawal Date occurs on a Regular Distribution Date, all accrued and unpaid interest on such Deposits to but excluding the Replacement Withdrawal Date, and (Y) direct the Depositary to transfer such Deposits on behalf of the Escrow Agent to the Replacement Depositary in accordance with the Replacement Deposit Agreement (as defined in the Note Purchase Agreement); (e) if there are any undrawn Deposits (as defined in the Deposit Agreement) on the “Termination Date”, which shall mean the earlier of (i) April 1, 2009 and (ii) the day on which the Escrow Agent receives notice from the Pass Through Trustee that the Pass Through Trustee’s obligation to purchase Equipment Notes under the Note Purchase Agreement has terminated, to give notice to the Depositary (with a copy to the Paying Agent) substantially in the form of Exhibit B to the Deposit Agreement requesting a withdrawal of all of the remaining Deposits, together with accrued and unpaid interest on such Deposits to the date of withdrawal, on the 15th day after the date that such notice of withdrawal is given to the Depositary (or, if not a Business Day, on the next succeeding Business Day) (a “Final Withdrawal”), provided that if the day scheduled for the Final Withdrawal in accordance with the foregoing is within ten (10) days before or after a Regular Distribution Date, then the Escrow Agent shall request that such requested Final Withdrawal be made on such Regular Distribution Date (the date of such requested withdrawal, the “Final Withdrawal Date”), and (f) to enter into the Note Purchase Agreement. If for any reason the Escrow Agent shall have failed to give the Final Withdrawal Notice to the Depositary on or before April 1, 2009, and there are unwithdrawn Deposits on such date, the Final Withdrawal Date shall be deemed to be April 16, 2009.

Section 1.3 Initial Escrow Amount; Issuance of Escrow Receipts. The Escrow Agent hereby directs the Underwriters to, and the Underwriters hereby acknowledge that on the date hereof they shall, irrevocably deliver to the Depositary on behalf of the Escrow Agent, an amount in U.S. dollars (“Dollars”) and immediately available funds equal to $338,498,000 for deposit on behalf of the Escrow Agent with the Depositary in accordance with Section 2.1 of the
Deposit Agreement. The Underwriters hereby instruct the Escrow Agent, upon receipt of such sum from the Underwriters, to confirm such receipt by executing (by manual or facsimile signature) and delivering to the Pass Through Trustee an Escrow Receipt in the form of Exhibit A hereto (an “Escrow Receipt”), (a) to be affixed by the Pass Through Trustee to each Certificate and (b) to evidence the same percentage interest (“Escrow Interest”) in the Account Amounts (as defined below) as the Fractional Undivided Interest in the Pass Through Trust evidenced by the Certificate to which it is to be affixed. The Escrow Agent shall provide to the Pass Through Trustee for attachment to each Certificate newly issued under and in accordance with the Pass Through Trust Agreement an executed Escrow Receipt as the Pass Through Trustee may from time to time request of the Escrow Agent. Each Escrow Receipt shall be registered by the Escrow Agent in a register (the “Register”) maintained by the Escrow Agent in the same name and same manner as the Certificate to which it is attached and may not thereafter be detached from such Certificate to which it is to be affixed prior to the distribution of the Final Withdrawal pursuant to clause (d) of Section 1.2 hereof (the “Final Distribution”). After the Final Distribution, no additional Escrow Receipts shall be issued and the Pass Through Trustee shall request the return to the Escrow Agent for cancellation of all outstanding Escrow Receipts.

Section 1.4 Payments to Receiptholders. All payments and distributions made to holders of an Escrow Receipt (collectively, “Receiptholders”) in respect of the Escrow Receipt shall be made only from amounts deposited in the Paying Agent Account (as defined below) (“Account Amounts”). Each Receiptholder, by its acceptance of an Escrow Receipt, agrees that (a) it will look solely to the Account Amounts for any payment or distribution due to such Receiptholder pursuant to the terms of the Escrow Receipt and this Agreement and (b) it will have no recourse to Northwest, the Pass Through Trustee, the Paying Agent or the Escrow Agent, except as expressly provided herein or in the Pass Through Trust Agreement. No Receiptholder shall have any right to vote or in any manner otherwise control the operation and management of the Paying Agent Account or the obligations of the parties hereto, nor shall anything set forth herein, or contained in the terms of the Escrow Receipt, be construed so as to constitute the Receiptholders from time to time as partners or members of an association.

Section 1.5 Mutilated, Destroyed, Lost or Stolen Escrow Receipt. If (a) any mutilated Escrow Receipt is surrendered to the Escrow Agent or the Escrow Agent receives evidence to its satisfaction of the destruction, loss or theft of any Escrow Receipt and (b) there is delivered to the Escrow Agent and the Pass Through Trustee such security, indemnity or bond, as may be required by them to hold each of them harmless, then, absent notice to the Escrow Agent or the Pass Through Trustee that such destroyed, lost or stolen Escrow Receipt has been acquired by a bona fide purchaser, and provided that the requirements of Section 8-405 of the Uniform Commercial Code in effect in any applicable jurisdiction are met, the Escrow Agent shall execute and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Escrow Receipt, a new Escrow Receipt or Escrow Receipts and of like Escrow Interest in the Account Amounts and bearing a number not contemporaneously outstanding.

In connection with the issuance of any new Escrow Receipt under this Section 1.5, the Escrow Agent may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Pass Through Trustee and the Escrow Agent) connected therewith.

Any duplicate Escrow Receipt issued pursuant to this Section 1.5 shall constitute conclusive evidence of the appropriate Escrow Interest in the Account Amounts, as if originally issued, whether or not the lost, stolen or destroyed Escrow Receipt shall be found at any time.

The provisions of this Section 1.5 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Escrow Receipts.

Section 1.6 Additional Escrow Amounts. On the date of any Purchase Withdrawal, the Pass Through Trustee may re-deposit with the Depositary some or all of the amounts so withdrawn in accordance with Section 2.4 of the Deposit Agreement.

Section 1.7 Resignation or Removal of Escrow Agent. Subject to the appointment and acceptance of a successor Escrow Agent as provided below, the Escrow Agent may resign at any time by giving thirty (30) days’ prior written notice thereof to the Investors, but may not otherwise be removed except for cause by the written consent of the Investors with respect to Investors representing
Escrow Interests aggregating not less than a majority in interest in the Account Amounts (an “Action of Investors”). Upon any such resignation or removal, the Investors, by an Action of Investors, shall have the right to appoint a successor Escrow Agent. If no successor Escrow Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Escrow Agent’s giving of notice of resignation or the removal of the retiring Escrow Agent, then the retiring Escrow Agent may appoint a successor Escrow Agent. Any successor Escrow Agent shall be a bank which has an office in the United States with a combined capital and surplus of at least $100,000,000. Upon the acceptance of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall enter into such documents as the Pass Through Trustee shall require and shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations hereunder. No resignation or removal of the Escrow Agent shall be effective unless a written confirmation shall have been obtained from each of Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services, a Division of the McGraw-Hill Companies, Inc., that the replacement of the Escrow Agent with the successor Escrow Agent will not result in (a) a reduction of the rating for the Certificates below the then current rating for the Certificates or (b) a withdrawal or suspension of the rating of the Certificates.

Section 1.8 Persons Deemed Owners. Prior to due presentment of a Certificate and Escrow Receipt for registration of transfer, the Escrow Agent and the Paying Agent may treat the Person in whose name any Escrow Receipt is registered (as of the day of determination) as the owner of such Escrow Receipt for the purpose of receiving distributions pursuant to this Agreement and for all other purposes whatsoever, and neither the Escrow Agent nor the Paying Agent shall be affected by any notice to the contrary.

Section 1.9 Further Assurances. The Escrow Agent agrees to take such actions, and execute such other documents, as may be reasonably requested by the Pass Through Trustee in order to effectuate the purposes of this Agreement and the performance by the Escrow Agent of its obligations hereunder.

Section 2. Paying Agent.

Section 2.1 Appointment of Paying Agent. The Escrow Agent hereby irrevocably appoints and authorizes the Paying Agent to act as its paying agent hereunder, for the benefit of the Investors, for such specific purposes and with such powers as are specifically delegated to the Paying Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Any and all money received and held by the Paying Agent under this Agreement or the Deposit Agreement shall be held in the Paying Agent Account for the benefit of the Investors. The Paying Agent (which term as used in this sentence shall include reference to its affiliates and its own and its affiliates’ officers, directors, employees and agents):

(a) shall have no duties or responsibilities except those expressly set forth in this Agreement, and shall not by reason of this Agreement be a trustee for the Escrow Agent;

(b) shall not be responsible to the Escrow Agent for any recitals, statements, representations or warranties of any person other than itself contained in this Agreement or for the failure by the Escrow Agent or any other person or entity (other than the Paying Agent) to perform any of its obligations hereunder (whether or not the Paying Agent shall have any knowledge thereof); and

(c) shall not be responsible for any action taken or omitted to be taken by it hereunder or provided for herein or in connection herewith, except for its own willful misconduct or gross negligence (or simple negligence in connection with the handling of funds).

Section 2.2 Establishment of Paying Agent Account. The Paying Agent shall establish a deposit account (the “Paying Agent Account”) at U.S. Bank National Association in the name of the Escrow Agent. It is expressly understood by the parties hereto that the Paying Agent is acting as the paying agent of the Escrow Agent hereunder and that no amounts on deposit in the Paying Agent Account constitute part of the Trust Property.
Section 2.3 Payments from Paying Agent Account. The Escrow Agent hereby irrevocably instructs the Paying Agent, and the Paying Agent agrees to act, as follows:

(a) On each Interest Payment Date (as defined in the Deposit Agreement) or as soon thereafter as the Paying Agent has confirmed receipt in the Paying Agent Account from the Depositary of any amount in respect of accrued interest on the Deposits, the Paying Agent shall distribute out of the Paying Agent Account the entire amount deposited therein by the Depositary. There shall be so distributed to each Receiptholder of record on the 15th day (whether or not a Business Day) preceding such Interest Payment Date (the “Record Date”) by check mailed to such Receiptholder, at the address appearing in the Register, such Receiptholder’s pro rata share (based on the Escrow Interest in the Account Amounts held by such Receiptholder) of the total amount of interest deposited by the Depositary in the Paying Agent Account on such date, except that, with respect to Escrow Receipts registered on the Record Date in the name of The Depository Trust Company, a New York corporation (“DTC”), or its nominee, such distribution shall be made by wire transfer in immediately available funds to the account designated by DTC.

(b) Upon the confirmation by the Paying Agent of receipt in the Paying Agent Account from the Depositary of any amount in respect of the Final Withdrawal, the Paying Agent shall forthwith distribute the entire amount of the Final Withdrawal deposited therein by the Depositary. There shall be so distributed to each Receiptholder of record on the 15th day (whether or not a Business Day) preceding the Final Withdrawal Date (the “Final Record Date”) at the address appearing in the Register, such Receiptholder’s pro rata share (based on the Escrow Interest in the Account Amounts held by such Receiptholder) of the total amount in the Paying Agent Account on account of such Final Withdrawal except that, with respect to Escrow Receipts registered on the Final Record Date in the name of DTC or its nominee, such distribution shall be made by wire transfer in immediately available funds to the account designated by DTC.

(c) If any payment of interest or principal in respect of the Final Withdrawal is not received by the Paying Agent within five (5) days of the applicable date when due, then it shall be distributed to Receiptholders after actual receipt by the Paying Agent on the same basis as a Special Payment is distributed under the Pass Through Trust Agreement.

(d) The Paying Agent shall include with any check mailed pursuant to this Section any notice required to be distributed under the Pass Through Trust Agreement that is furnished to the Paying Agent by the Pass Through Trustee.

Section 2.4 Withholding Taxes. The Paying Agent shall exclude and withhold from each distribution of accrued interest on the Deposits (as defined in the Deposit Agreement) and any amount in respect of the Final Withdrawal any and all withholding taxes applicable thereto as required by law. The Paying Agent agrees to act as such withholding agent and, in connection therewith, whenever any present or future taxes or similar charges are required to be withheld with respect to any amounts payable in respect of the Deposits (as defined in the Deposit Agreement) or the escrow amounts, to withhold such amounts and timely pay the same to the appropriate authority in the name of and on behalf of the Receiptholders, that it will file any necessary withholding tax returns or statements when due, and that, as promptly as possible after the payment thereof, it will deliver to each such Receiptholder appropriate documentation showing the payment thereof, together with such additional documentary evidence as such Receiptholder may reasonably request from time to time. The Paying Agent agrees to file any other information reports as it may be required to file under United States law.

Section 2.5 Resignation or Removal of Paying Agent. Subject to the appointment and acceptance of a successor Paying Agent as provided below, the Paying Agent may resign at any time by giving thirty (30) days’ prior written notice thereof to the Escrow Agent, but may not otherwise be removed except for cause by the Escrow Agent. Upon any such resignation or removal, the Escrow Agent shall have the right to appoint a successor Paying Agent. If no successor Paying Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Paying Agent’s giving of notice of resignation or the removal of the retiring Paying Agent, then the retiring Paying Agent may appoint a successor Paying Agent. Any Successor Paying Agent shall be a bank...
which has an office in the United States with a combined capital and surplus of at least US$100,000,000. Upon the acceptance of any
appointment as Paying Agent hereunder by a successor Paying Agent, such successor Paying Agent shall enter into such documents as the
Escrow Agent shall

require and shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Paying Agent, and
the retiring Paying Agent shall be discharged from its duties and obligations hereunder.

Section 2.6 Notice of Final Withdrawal. Promptly after receipt by the Paying Agent of notice that the Escrow Agent
has requested a Final Withdrawal or that a Final Withdrawal will be made, the Paying Agent shall cause notice of the distribution of the Final
Withdrawal to be mailed to each of the Receiptholders at its address as it appears in the Register. Such notice shall be mailed not less than
fifteen (15) days prior to the Final Withdrawal Date. Such notice shall set forth:

(a) the Final Withdrawal Date and the date for determining Receiptholders of record who shall be entitled to receive
distributions in respect of the Final Withdrawal;

(b) the amount of the payment in respect of the Final Withdrawal for each $1,000 face amount Certificate (based on
information provided by the Pass Through Trustee) and the amount thereof constituting unused Deposits (as defined in the Deposit
Agreement) and interest thereon; and

(c) if the Final Withdrawal Date is the same date as a Regular Distribution Date, the total amount to be received on
such date for each $1,000 face amount Certificate (based on information provided by the Pass Through Trustee).

Such mailing may include any notice required to be given to Certificateholders in connection with such distribution pursuant
to the Pass Through Trust Agreement.

Section 3. Payments. If, notwithstanding the instructions in Article IV of the Deposit Agreement that all amounts
payable to the Escrow Agent under the Deposit Agreement be paid by the Depositary directly to the Paying Agent or the Pass Through Trustee
(describing on the circumstances), the Escrow Agent receives any payment thereunder, then the Escrow Agent shall forthwith pay such
amount in Dollars and in immediately available funds by wire transfer to (a) in the case of a payment of accrued interest on the Deposits (as
defined in the Deposit Agreement) or any Final Withdrawal directly to the Paying Agent Account and (b) in the case of any Purchase
Withdrawal, directly to the Pass Through Trustee or its designee as specified and in the manner provided in the Applicable Notice of Purchase
Withdrawal. The Escrow Agent hereby waives any and all rights of set-off, combination of accounts, right of retention or similar right
(whether arising under applicable law, contract or otherwise) it may have against amounts payable to the Paying Agent howsoever arising.

Section 4. Other Actions. Subject to Section 7 hereof, the Escrow Agent shall take such other actions under or in
respect of the Deposit Agreement (including, without limitation, the enforcement of the obligations of the Depositary thereunder) as the
Investors, by an Action of Investors, may from time to time request.
Section 5. **Representations and Warranties of the Escrow Agent.** The Escrow Agent represents and warrants to Northwest, the Investors, the Paying Agent and the Pass Through Trustee as follows:

(a) it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America;

(b) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement and the Deposit Agreement;

(c) the execution, delivery and performance of each of this Agreement and the Deposit Agreement have been duly authorized by all necessary corporate action on the part of it and do not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and each such document has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof or thereof except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles of general application to or affecting the enforcement of creditors’ rights generally (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement or the Deposit Agreement;

(e) neither the execution, delivery or performance by it of this Agreement or the Deposit Agreement, nor compliance with the terms and provisions hereof or thereof, conflicts or will conflict with or results or will result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(f) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (A) would adversely affect the ability of it to perform its obligations under this Agreement or the Deposit Agreement or (B) would call into question or challenge the validity of this Agreement or the Deposit Agreement or the enforceability hereof or thereof in accordance with the terms hereof or thereof, nor is the Escrow Agent in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement or the Deposit Agreement.

Section 6. **Representations and Warranties of the Paying Agent.** The Paying Agent represents and warrants to Northwest, the Investors, the Escrow Agent and the Pass Through Trustee as follows:
(a) it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America;

(b) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of it and does not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and such document has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles of general application to or affecting the enforcement of creditors’ rights generally (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement;

(e) neither the execution, delivery or performance by it of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default hereunder or results or will result in the imposition of any lien upon any of its properties; and

(f) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (A) would adversely affect the ability of it to perform its obligations under this Agreement or (B) would call into question or challenge the validity of this Agreement or the enforceability hereof in accordance with the terms hereof, nor is the Paying Agent in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement.

Section 7. Indemnification. Except for actions expressly required of the Escrow Agent or the Paying Agent hereunder, each of the Escrow Agent and the Paying Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall have been indemnified by the party requesting such action in a manner reasonably satisfactory to it against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. In the event Northwest requests any amendment to any Operative Document (as defined in the Note Purchase Agreement), the Pass Through Trustee agrees to pay all reasonable fees and expenses (including, without limitation, fees and disbursements of counsel) of the Escrow Agent and the Paying Agent in connection therewith.
Section 8. Amendment, Etc. Upon request of the Pass Through Trustee and approval by an Action of Investors, the Escrow Agent shall enter into an amendment to this Agreement, so long as such amendment does not adversely affect the rights or obligations of the Escrow Agent or the Paying Agent, provided that upon request of the Pass Through Trustee and without any consent of the Investors, the Escrow Agent shall enter into an amendment to this Agreement for any of the following purposes:

(a) to correct or supplement any provision in this Agreement which may be defective or inconsistent with any other provision herein or to cure any ambiguity or correct any mistake or to modify any other provision with respect to matters or questions arising under this Agreement, provided that any such action shall not materially adversely affect the interests of the Investors; or

(b) to comply with any requirement of the SEC, applicable law, rules or regulations of any exchange or quotation system on which the Certificates are listed or any regulatory body; or

(c) to evidence and provide for the acceptance of appointment under this Agreement of a successor Escrow Agent, successor Paying Agent or successor Pass Through Trustee.

Section 9. Notices. Unless otherwise expressly provided herein, any notice or other communication under this Agreement shall be in writing (including by facsimile) and shall be deemed to be given and effective upon receipt thereof (or, if received outside of business hours, on the next opening of business on a Business Day). All notices shall be sent to (a) in the case of the Investors, as their respective addresses shall appear in the Register, (b) in the case of the Escrow Agent, Citibank, N.A., Agency & Trust, 388 Greenwich Street, 14th Floor, New York, New York 10013, Attention: Barbara E. Bennett (Telecopier: 212-657-2762), (c) in the case of the Pass Through Trustee, U.S. Bank Trust National Association, 225 Asylum St., Goodwin Square, Hartford, CT 06013, Attention: John G. Correia (Telecopier: 617-603-6665), or (d) in the case of the Paying Agent, U.S. Bank National Association, 1 Federal St., 3rd Fl., Boston, MA 02110, Attention: Corporate Trust Department (Telecopier:617-662-1462), in each case with a copy to Northwest Airlines, Inc., Department A4010, 2700 Lone Oak Parkway, Eagan, MN 55121-1534, Attention: Treasurer (Telecopier: 612) 726-2221) (or at such other address as any such party may specify from time to time in a written notice to the other parties). On or prior to the execution of this Agreement, the Pass Through Trustee has delivered to the Escrow Agent a certificate containing specimen signatures of the representatives of the Pass Through Trustee who are authorized to give notices and instructions with respect to this Agreement. The Escrow Agent may conclusively rely on such certificate until the Escrow Agent receives written notice from the Pass Through Trustee to the contrary.

Section 10. Transfer. No party hereto shall be entitled to assign or otherwise transfer this Agreement (or any interest herein) other than (in the case of the Escrow Agent) to a successor escrow agent under Section 1.7 hereof or (in the case of the Paying Agent) to a successor paying agent under Section 2.5 hereof, and any purported assignment in violation thereof shall be void. This Agreement shall be binding upon the parties hereto and their respective successors and (in the case of the Escrow Agent and the Paying Agent) their respective permitted assigns.
Section 11. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the Escrow Agent, the Paying Agent, the Underwriters and the Pass Through Trustee with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

Section 12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 13. **WAIVER OF JURY TRIAL RIGHT.** EACH OF THE ESCROW AGENT, THE PAYING AGENT, THE INVESTORS AND THE PASS THROUGH TRUSTEE ACKNOWLEDGES AND ACCEPTS THAT IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SUCH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

Section 14. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Escrow Agent, the Paying Agent, the Underwriters and the Pass Through Trustee have caused this Escrow and Paying Agent Agreement (Class A) to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Escrow Agent

By: /s/ Barbara E. Bennett
Name: Barbara E. Bennett
Title: Vice President

U.S. BANK TRUST NATIONAL ASSOCIATION,
not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Northwest Airlines Pass Through Trust 2007-1A

By: /s/ John G. Correia
Name: John G. Correia
Title: Vice President
This Escrow Receipt evidences a fractional undivided interest in amounts ("Account Amounts") from time to time deposited into a certain paying agent account (the “Paying Agent Account”) described in the Escrow and Paying Agent Agreement (Class A) dated as of October 10, 2007 (as amended, modified or supplemented from time to time, the “Escrow and Paying Agent Agreement”) among Citibank, N.A., a national banking association, as Escrow Agent (in such capacity, together with its successors in such capacity, the “Escrow Agent”), MORGAN STANLEY & CO. INCORPORATED, CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., CREDIT SUISSE SECURITIES (USA) LLC, DEUTSCHE BANK SECURITIES INC. AND CALYON SECURITIES (USA) INC. as Underwriters.

MORGAN STANLEY & CO. INCORPORATED, CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., CREDIT SUISSE SECURITIES (USA) LLC, DEUTSCHE BANK SECURITIES INC. AND CALYON SECURITIES (USA) INC. as Underwriters.

Northwest Airlines 2007-1A Escrow Receipt No.
Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc. and Calyon Securities (USA) Inc., as Underwriters, U.S. Bank Trust National Association, as Pass Through Trustee (in such capacity, together with its successors in such capacity, the “Pass Through Trustee”) and U.S. Bank National Association, as paying agent (in such capacity, together with its successors in such capacity, the “Paying Agent”). Capitalized terms not defined herein shall have the meanings assigned to them in the Escrow and Paying Agent Agreement.

This Escrow Receipt is issued under and is subject to the terms, provisions and conditions of the Escrow and Paying Agent Agreement. By virtue of its acceptance hereof the holder of this Escrow Receipt assents and agrees to be bound by the provisions of the Escrow and Paying Agent Agreement and this Escrow Receipt.

This Escrow Receipt represents a fractional undivided interest in amounts deposited from time to time in the Paying Agent Account, and grants or represents no rights, benefits or interests of any kind in respect of any assets or property other than such amounts. This Escrow Receipt evidences the same percentage interest in the Account Amounts as the Fractional Undivided Interest in the Pass Through Trust evidenced by the Certificate to which this Escrow Receipt is affixed.

All payments and distributions made to Receiptholders in respect of the Escrow Receipt shall be made only from Account Amounts deposited in the Paying Agent Account. The holder of this Escrow Receipt, by its acceptance of this Escrow Receipt, agrees that it will look solely to the Account Amounts for any payment or distribution due to it pursuant to this Escrow Receipt and that it will not have any recourse to Northwest, the Pass Through Trustee, the Paying Agent or the Escrow Agent, except as expressly provided herein or in the Pass Through Trust Agreement. No Receiptholder of this Escrow Receipt shall have any right to vote or in any manner otherwise control the operation and management of the Paying Agent Account, nor shall anything set forth herein, or contained in the terms of this Escrow Receipt, be construed so as to constitute the Receiptholders from time to time as partners or members of an association.

This Escrow Receipt may not be assigned or transferred except in connection with the assignment or transfer of the Certificate to which this Escrow Receipt is affixed. After payment to the holder hereof of its Escrow Interest in the Final Distribution, upon the request of the Pass Through Trustee, the holder hereof will return this Escrow Receipt to the Pass Through Trustee.

The Paying Agent may treat the person in whose name the Certificate to which this Escrow Receipt is attached as the owner hereof for all purposes, and the Paying Agent shall not be affected by any notice to the contrary.

THIS ESCRcw RECEIPT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Escrow Agent has caused this Escrow Receipt to be duly executed.

Dated: 2007

CITIBANK, N.A., as Escrow Agent

By:

Name:
Title:
Withdrawal Certificate
(Class A)

Citibank, N.A.,
as Escrow Agent

Agency & Trust
388 Greenwich Street
New York, New York 10013
Attention: Barbara E. Bennett
Telecopier (212) 657-2762

Ladies and Gentlemen:

Reference is made to the Escrow and Paying Agent Agreement dated as of October 10, 2007 (the “Agreement”). We hereby certify to you that the conditions to the obligations of the undersigned to execute a Participation Agreement pursuant to the Note Purchase Agreement have been satisfied. Pursuant to Section 1.2(c) of the Agreement, please execute the attached Notice of Purchase Withdrawal and immediately transmit by facsimile to the Depositary, at .

Very truly yours,

U.S. BANK TRUST NATIONAL ASSOCIATION,
not in its individual capacity but solely as Pass
Through Trustee

By: _______________________________
Name: ____________________________
Title: ______________________________

Dated: ____________________________

NOTICE OF PURCHASE WITHDRAWAL

Credit Suisse, New York Branch
11 Madison Avenue
New York, NY 10010-3629
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class A) dated as of October 10, 2007, (the “Deposit Agreement”) between Citibank, N.A., a national banking association, as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).
In accordance with Section 2.3 of the Deposit Agreement, the undersigned hereby requests the withdrawal of $ of the Deposit, Account No. .

The undersigned hereby directs the Depositary to pay the proceeds of the Deposit to , Account No. , Reference: on , upon the telephonic request of a representative of the Pass Through Trustee.

CITIBANK, N.A., as Escrow Agent

By: ______________________________
   Name: ______________________________
   Title: ______________________________

Dated: ______________________________

cc: James Palen [Telecopier: (212)743-2025]
    Carl Paravati [Telecopier: (212)534-5165]
ESCROW AND PAYING AGENT AGREEMENT
(Class B)

Dated as of October 10, 2007

among

CITIBANK, N.A.
as Escrow Agent,

MORGAN STANLEY & CO. INCORPORATED
CITIGROUP GLOBAL MARKETS INC.
J.P. MORGAN SECURITIES INC.
CREDIT SUISSE SECURITIES (USA) LLC
DEUTSCHE BANK SECURITIES INC.

AND

CALYON SECURITIES (USA) INC.
as Underwriters,

U.S. BANK TRUST NATIONAL ASSOCIATION,
not in its individual capacity,
but solely as Pass Through Trustee
for and on behalf of
Northwest Airlines Pass Through Trust 2007-1B
as Pass Through Trustee,

AND

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

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Section 14. Counterparts
This ESCROW AND PAYING AGENT AGREEMENT (Class B) dated as of October 10, 2007 (as amended, modified or supplemented from time to time, this “Agreement”) among Citibank, N.A., as Escrow Agent (in such capacity, together with its successors in such capacity, the “Escrow Agent”), Morgan Stanley & Co. Incorporated and Citigroup Global Markets Inc., as Underwriters of the Certificates referred to below (the “Underwriters” and together with their respective transferees and assigns as registered owners of the Certificates, the “Investors”) under the Underwriting Agreement referred to below, U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as otherwise expressly provided herein, but solely as trustee (in such capacity, together with its successors in such capacity, the “Pass Through Trustee”) under the Pass Through Trust Agreement referred to below, and U.S. Bank National Association, as paying agent hereunder (in such capacity, together with its successors in such capacity, the “Paying Agent”).

WITNESSETH:

WHEREAS, Northwest Airlines Corporation, a Delaware corporation (the “Guarantor”), Northwest Airlines, Inc., a Minnesota corporation (“Northwest”) and the Pass Through Trustee have entered into a Trust Supplement, dated as of the date hereof (the “Trust Supplement”), to the Pass Through Trust Agreement, dated as of June 3, 1999, by and among the Guarantor, Northwest and the Pass Through Trustee (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association), relating to Northwest Airlines Pass Through Trust 2007-1B (the “Pass Through Trust”) pursuant to which the Northwest Airlines Pass Through Trust, Series 2007-1B Certificates referred to therein (the “Certificates”) are being issued;

WHEREAS, Northwest and the Underwriters have entered into an Underwriting Agreement dated October 2, 2007 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the “Underwriting Agreement”) pursuant to which the Pass Through Trustee will issue and sell the Certificates to the Underwriters;

WHEREAS, Northwest, the Pass Through Trustee, certain other pass through trustees and certain other persons concurrently herewith are entering into the Note Purchase Agreement, dated as of the date hereof (the “Note Purchase Agreement”), pursuant to which the Pass Through Trustee has agreed to acquire from time to time on or prior to the Delivery Period Termination Date (as defined in the Note Purchase Agreement) equipment notes (the “Equipment Notes”) issued to finance the acquisition of aircraft by Northwest, utilizing a portion of the proceeds from the sale of the Certificates (the “Net Proceeds”);

WHEREAS, the Underwriters and the Pass Through Trustee intend that the Net Proceeds be held in escrow by the Escrow Agent on behalf of the Investors, subject to withdrawal upon request by the Pass Through Trustee and satisfaction of the conditions set forth in the Note Purchase Agreement for the purpose of purchasing Equipment Notes, and that pending such withdrawal the Net Proceeds be deposited on behalf of the Escrow Agent with Credit Suisse, New York Branch, as Depositary (the “Depositary”) under the Deposit Agreement, dated as of the date hereof, between the Depositary and the Escrow Agent relating to the Pass Through Trust (as amended, modified or supplemented from time to time in accordance with the terms thereof, the “Deposit Agreement”) pursuant to which, among other things, the Depositary will pay interest for distribution to the Investors and establish accounts from which the Escrow Agent shall make withdrawals upon request of and proper certification by the Pass Through Trustee;

WHEREAS, the Escrow Agent wishes to appoint the Paying Agent to pay amounts required to be distributed to the Investors in accordance with this Agreement; and
WHEREAS, capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference in the Pass Through Trust Agreement.

NOW, THEREFORE, in consideration of the obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Escrow Agent.

Section 1.1 Appointment of Escrow Agent. Each of the Underwriters, for and on behalf of each of the Investors, hereby irrevocably appoints, authorizes and directs the Escrow Agent to act as escrow agent and fiduciary hereunder and under the Deposit Agreement for such specific purposes and with such powers as are specifically delegated to the Escrow Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Any and all money received and held by the Escrow Agent under this Agreement or the Deposit Agreement shall be held in escrow by the Escrow Agent in accordance with the terms of this Agreement. This Agreement is irrevocable and the Investors’ rights with respect to any monies received and held in escrow by the Escrow Agent under this Agreement or the Deposit Agreement shall only be as provided under the terms and conditions of this Agreement and the Deposit Agreement. The Escrow Agent (which term as used in this sentence shall include reference to its affiliates and its own and its affiliates’ officers, directors, employees and agents):

(a) shall have no duties or responsibilities except those expressly set forth in this Agreement;

(b) shall not be responsible to the Pass Through Trustee, the Investors or any other person for any recitals, statements, representations or warranties of any person other than itself contained in this Agreement, the Escrow Receipts (as defined herein), the Deposit Agreement or the Note Purchase Agreement or for actions of or the failure by the Pass Through Trustee, the Investors or any other person or entity, including but not limited to, the Paying Agent or the Depositary (other than the Escrow Agent) to perform any of its obligations hereunder (whether or not the Escrow Agent shall have any knowledge thereof); and

(c) shall not be responsible for any action taken or omitted to be taken by it hereunder or provided for herein or in connection herewith, except for its own willful misconduct or gross negligence (or simple negligence in connection with the handling of funds) or breach of its obligations hereunder.

Section 1.2 Instruction, Etc. The Underwriters, for and on behalf of each of the Investors, hereby irrevocably instruct the Escrow Agent, and the Escrow Agent agrees: (a) to enter into the Deposit Agreement and, if requested by Northwest pursuant to Section 5(a)(vii) of the Note Purchase Agreement, to enter into a Replacement Deposit Agreement (as defined in the Note Purchase Agreement) with the Replacement Depositary (as defined in the Note Purchase Agreement) specified by the Company; (b) to appoint the Paying Agent as provided in this Agreement; (c) upon receipt at any time and from time to time prior to the Termination Date (as defined below) of a certificate substantially in the form of Exhibit B hereto (a “Withdrawal Certificate”) executed by the Pass Through Trustee, together with an attached Notice of Purchase Withdrawal in substantially
the form of Exhibit A to the Deposit Agreement duly completed by the Pass Through Trustee (the “Applicable Notice of Purchase Withdrawal” and the withdrawal to which it relates, a “Purchase Withdrawal”), immediately to execute the Applicable Notice of Purchase Withdrawal as Escrow Agent and transmit it to the Depositary by facsimile transmission in accordance with the Deposit Agreement; provided that, upon the request of the Pass Through Trustee after such transmission, the Escrow Agent shall cancel such Applicable Notice of Purchase Withdrawal; (d) upon receipt of a Withdrawal Certificate executed by the Pass Through Trustee, together with an attached Notice of Replacement Withdrawal in substantially the form of Exhibit C to the Deposit Agreement (a “Notice of Replacement Withdrawal”) duly completed by the Pass Through Trustee, to (X) give such Notice of Replacement Withdrawal to the Depositary requesting a withdrawal, on the date specified in such notice, which shall not be less than 15 days after such notice is given (the “Replacement Withdrawal Date”), of all Deposits as defined in the Deposit Agreement then held by the Depositary together with, if the Replacement Withdrawal Date occurs on a Regular Distribution Date, all accrued and unpaid interest on such Deposits to but excluding the Replacement Withdrawal Date, and (Y) direct the Depositary to transfer such Deposits on behalf of the Escrow Agent to the Replacement Depositary in accordance with the Replacement Deposit Agreement (as defined in the Note Purchase Agreement); (e) if there are any undrawn Deposits (as defined in the Deposit Agreement) on the “Termination Date”, which shall mean the earlier of (i) April 1, 2009 and (ii) the day on which the Escrow Agent receives notice from the Pass Through Trustee that the Pass Through Trustee’ s obligation to purchase Equipment Notes under the Note Purchase Agreement has terminated, to give notice to the Depositary (with a copy to the Paying Agent) substantially in the form of Exhibit B to the Deposit Agreement requesting a withdrawal of all of the remaining Deposits, together with accrued and unpaid interest on such Deposits to the date of withdrawal, on the 15th day after the date that such notice of withdrawal is given to the Depositary (or, if not a Business Day, on the next succeeding Business Day) (a “Final Withdrawal”), provided that if the day scheduled for the Final Withdrawal in accordance with the foregoing is within ten (10) days before or after a Regular Distribution Date, then the Escrow Agent shall request that such requested Final Withdrawal be made on such Regular Distribution Date (the date of such requested withdrawal, the “Final Withdrawal Date”), and (f) to enter into the Note Purchase Agreement. If for any reason the Escrow Agent shall have failed to give the Final Withdrawal Notice to the Depositary on or before April 1, 2009, and there are unwithdrawn Deposits on such date, the Final Withdrawal Date shall be deemed to be April 16, 2009.

Section 1.3 Initial Escrow Amount; Issuance of Escrow Receipts. The Escrow Agent hereby directs the Underwriters to, and the Underwriters hereby acknowledge that on the date hereof they shall, irrevocably deliver to the Depositary on behalf of the Escrow Agent, an amount in U.S. dollars (“Dollars”) and immediately available funds equal to $115,845,000 for deposit on behalf of the Escrow Agent with the Depositary in accordance with Section 2.1 of the Deposit Agreement. The Underwriters hereby instruct the Escrow Agent, upon receipt of such sum from the Underwriters, to confirm such receipt by executing (by manual or facsimile signature) and delivering to the Pass Through Trustee an Escrow Receipt in the form of Exhibit A hereto (an “Escrow Receipt”), (a) to be affixed by the Pass Through Trustee to each Certificate and (b) to evidence the same percentage interest (“Escrow Interest”) in the Account Amounts (as defined below) as the Fractional Undivided Interest in the Pass Through Trust evidenced by the Certificate to which it is to be affixed. The Escrow Agent shall provide to the Pass Through Trustee for attachment to each
Certificate newly issued under and in accordance with the Pass Through Trust Agreement an executed Escrow Receipt as the Pass Through Trustee may from time to time request of the Escrow Agent. Each Escrow Receipt shall be registered by the Escrow Agent in a register (the “Register”) maintained by the Escrow Agent in the same name and same manner as the Certificate to which it is attached and may not thereafter be detached from such Certificate to which it is to be affixed prior to the distribution of the Final Withdrawal pursuant to clause (d) of Section 1.2 hereof (the “Final Distribution”). After the Final Distribution, no additional Escrow Receipts shall be issued and the Pass Through Trustee shall request the return to the Escrow Agent for cancellation of all outstanding Escrow Receipts.

Section 1.4 Payments to Receiptholders. All payments and distributions made to holders of an Escrow Receipt (collectively, “Receiptholders”) in respect of the Escrow Receipt shall be made only from amounts deposited in the Paying Agent Account (as defined below) (“Account Amounts”). Each Receiptholder, by its acceptance of an Escrow Receipt, agrees that (a) it will look solely to the Account Amounts for any payment or distribution due to such Receiptholder pursuant to the terms of the Escrow Receipt and this Agreement and (b) it will have no recourse to Northwest, the Pass Through Trustee, the Paying Agent or the Escrow Agent, except as expressly provided herein or in the Pass Through Trust Agreement. No Receiptholder shall have any right to vote or in any manner otherwise control the operation and management of the Paying Agent Account or the obligations of the parties hereto, nor shall anything set forth herein, or contained in the terms of the Escrow Receipt, be construed so as to constitute the Receiptholders from time to time as partners or members of an association.

Section 1.5 Mutilated, Destroyed, Lost or Stolen Escrow Receipt. If (a) any mutilated Escrow Receipt is surrendered to the Escrow Agent or the Escrow Agent receives evidence to its satisfaction of the destruction, loss or theft of any Escrow Receipt and (b) there is delivered to the Escrow Agent and the Pass Through Trustee such security, indemnity or bond, as may be required by them to hold each of them harmless, then, absent notice to the Escrow Agent or the Pass Through Trustee that such destroyed, lost or stolen Escrow Receipt has been acquired by a bona fide purchaser, and provided that the requirements of Section 8-405 of the Uniform Commercial Code in effect in any applicable jurisdiction are met, the Escrow Agent shall execute and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Escrow Receipt, a new Escrow Receipt or Escrow Receipts and of like Escrow Interest in the Account Amounts and bearing a number not contemporaneously outstanding.

In connection with the issuance of any new Escrow Receipt under this Section 1.5, the Escrow Agent may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Pass Through Trustee and the Escrow Agent) connected therewith.

Any duplicate Escrow Receipt issued pursuant to this Section 1.5 shall constitute conclusive evidence of the appropriate Escrow Interest in the Account Amounts, as if originally issued, whether or not the lost, stolen or destroyed Escrow Receipt shall be found at any time.

The provisions of this Section 1.5 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Escrow Receipts.
Section 1.6  Additional Escrow Amounts. On the date of any Purchase Withdrawal, the Pass Through Trustee may re-deposit with the Depositary some or all of the amounts so withdrawn in accordance with Section 2.4 of the Deposit Agreement.

Section 1.7  Resignation or Removal of Escrow Agent. Subject to the appointment and acceptance of a successor Escrow Agent as provided below, the Escrow Agent may resign at any time by giving thirty (30) days’ prior written notice thereof to the Investors, but may not otherwise be removed except for cause by the written consent of the Investors with respect to Investors representing Escrow Interests aggregating not less than a majority in interest in the Account Amounts (an “Action of Investors”). Upon any such resignation or removal, the Investors, by an Action of Investors, shall have the right to appoint a successor Escrow Agent. If no successor Escrow Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Escrow Agent’s giving of notice of resignation or the removal of the retiring Escrow Agent, then the retiring Escrow Agent may appoint a successor Escrow Agent. Any successor Escrow Agent shall be a bank which has an office in the United States with a combined capital and surplus of at least $100,000,000. Upon the acceptance of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall enter into such documents as the Pass Through Trustee shall require and shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations hereunder. No resignation or removal of the Escrow Agent shall be effective unless a written confirmation shall have been obtained from each of Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services, a Division of the McGraw-Hill Companies, Inc., that the replacement of the Escrow Agent with the successor Escrow Agent will not result in (a) a reduction of the rating for the Certificates below the then current rating for the Certificates or (b) a withdrawal or suspension of the rating of the Certificates.

Section 1.8  Persons Deemed Owners. Prior to due presentment of a Certificate and Escrow Receipt for registration of transfer, the Escrow Agent and the Paying Agent may treat the Person in whose name any Escrow Receipt is registered (as of the day of determination) as the owner of such Escrow Receipt for the purpose of receiving distributions pursuant to this Agreement and for all other purposes whatsoever, and neither the Escrow Agent nor the Paying Agent shall be affected by any notice to the contrary.

Section 1.9  Further Assurances. The Escrow Agent agrees to take such actions, and execute such other documents, as may be reasonably requested by the Pass Through Trustee in order to effectuate the purposes of this Agreement and the performance by the Escrow Agent of its obligations hereunder.

Section 2.  Paying Agent.

Section 2.1  Appointment of Paying Agent. The Escrow Agent hereby irrevocably appoints and authorizes the Paying Agent to act as its paying agent hereunder, for the benefit of the Investors, for such specific purposes and with such powers as are specifically delegated to the Paying Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Any and all money received and held by the Paying Agent under this Agreement or the Deposit Agreement shall be held in the Paying Agent Account.
for the benefit of the Investors. The Paying Agent (which term as used in this sentence shall include reference to its affiliates and its own and its affiliates’ officers, directors, employees and agents):

(a) shall have no duties or responsibilities except those expressly set forth in this Agreement, and shall not by reason of this Agreement be a trustee for the Escrow Agent;

(b) shall not be responsible to the Escrow Agent for any recitals, statements, representations or warranties of any person other then itself contained in this Agreement or for the failure by the Escrow Agent or any other person or entity (other than the Paying Agent) to perform any of its obligations hereunder (whether or not the Paying Agent shall have any knowledge thereof); and

(c) shall not be responsible for any action taken or omitted to be taken by it hereunder or provided for herein or in connection herewith, except for its own willful misconduct or gross negligence (or simple negligence in connection with the handling of funds).

Section 2.2 Establishment of Paying Agent Account. The Paying Agent shall establish a deposit account (the “Paying Agent Account”) at U.S. Bank National Association in the name of the Escrow Agent. It is expressly understood by the parties hereto that the Paying Agent is acting as the paying agent of the Escrow Agent hereunder and that no amounts on deposit in the Paying Agent Account constitute part of the Trust Property.

Section 2.3 Payments from Paying Agent Account. The Escrow Agent hereby irrevocably instructs the Paying Agent, and the Paying Agent agrees to act, as follows:

(a) On each Interest Payment Date (as defined in the Deposit Agreement) or as soon thereafter as the Paying Agent has confirmed receipt in the Paying Agent Account from the Depositary of any amount in respect of accrued interest on the Deposits, the Paying Agent shall distribute out of the Paying Agent Account the entire amount deposited therein by the Depositary. There shall be so distributed to each Receiptholder of record on the 15th day (whether or not a Business Day) preceding such Interest Payment Date (the “Record Date”) by check mailed to such Receiptholder, at the address appearing in the Register, such Receiptholder’s pro rata share (based on the Escrow Interest in the Account Amounts held by such Receiptholder) of the total amount of interest deposited by the Depositary in the Paying Agent Account on such date, except that, with respect to Escrow Receipts registered on the Record Date in the name of The Depository Trust Company, a New York corporation (“DTC”), or its nominee, such distribution shall be made by wire transfer in immediately available funds to the account designated by DTC.
Upon the confirmation by the Paying Agent of receipt in the Paying Agent Account from the Depositary of any amount in respect of the Final Withdrawal, the Paying Agent shall forthwith distribute the entire amount of the Final Withdrawal deposited therein by the Depositary. There shall be so distributed to each Receiptholder of record on the 15th day (whether or not a Business Day) preceding the Final Withdrawal Date (the “Final Record Date”) at the address appearing in the Register, such Receiptholder’s pro rata share (based on the Escrow Interest in the Account Amounts held by such Receiptholder) of the total amount in the Paying Agent Account on account of such Final Withdrawal except that, with respect to Escrow Receipts registered on the Final Record Date in the name of DTC or its nominee, such distribution shall be made by wire transfer in immediately available funds to the account designated by DTC.

If any payment of interest or principal in respect of the Final Withdrawal is not received by the Paying Agent within five (5) days of the applicable date when due, then it shall be distributed to Receiptholders after actual receipt by the Paying Agent on the same basis as a Special Payment is distributed under the Pass Through Trust Agreement.

The Paying Agent shall include with any check mailed pursuant to this Section any notice required to be distributed under the Pass Through Trust Agreement that is furnished to the Paying Agent by the Pass Through Trustee.

Section 2.4 Withholding Taxes. The Paying Agent shall exclude and withhold from each distribution of accrued interest on the Deposits (as defined in the Deposit Agreement) and any amount in respect of the Final Withdrawal any and all withholding taxes applicable thereto as required by law. The Paying Agent agrees to act as such withholding agent and, in connection therewith, whenever any present or future taxes or similar charges are required to be withheld with respect to any amounts payable in respect of the Deposits (as defined in the Deposit Agreement) or the escrow amounts, to withhold such amounts and timely pay the same to the appropriate authority in the name of and on behalf of the Receiptholders, that it will file any necessary withholding tax returns or statements when due, and that, as promptly as possible after the payment thereof, it will deliver to each such Receiptholder appropriate documentation showing the payment thereof, together with such additional documentary evidence as such Receiptholder may reasonably request from time to time. The Paying Agent agrees to file any other information reports as it may be required to file under United States law.

Section 2.5 Resignation or Removal of Paying Agent. Subject to the appointment and acceptance of a successor Paying Agent as provided below, the Paying Agent may resign at any time by giving thirty (30) days’ prior written notice thereof to the Escrow Agent, but may not otherwise be removed except for cause by the Escrow Agent. Upon any such resignation or removal, the Escrow Agent shall have the right to appoint a successor Paying Agent. If no successor Paying Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Paying Agent’s giving of notice of resignation or the removal of the retiring Paying Agent, then the retiring Paying Agent may appoint a successor Paying Agent. Any Successor Paying Agent shall be a bank which has an office in the United States with a combined capital and surplus of at least US$100,000,000. Upon the acceptance of any appointment as Paying Agent hereunder by a successor Paying Agent, such successor Paying Agent shall enter into such documents as the Escrow Agent shall.
require and shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Paying Agent, and the retiring Paying Agent shall be discharged from its duties and obligations hereunder.

Section 2.6 Notice of Final Withdrawal. Promptly after receipt by the Paying Agent of notice that the Escrow Agent has requested a Final Withdrawal or that a Final Withdrawal will be made, the Paying Agent shall cause notice of the distribution of the Final Withdrawal to be mailed to each of the Receiptholders at its address as it appears in the Register. Such notice shall be mailed not less than fifteen (15) days prior to the Final Withdrawal Date. Such notice shall set forth:

(a) the Final Withdrawal Date and the date for determining Receiptholders of record who shall be entitled to receive distributions in respect of the Final Withdrawal;

(b) the amount of the payment in respect of the Final Withdrawal for each $1,000 face amount Certificate (based on information provided by the Pass Through Trustee) and the amount thereof constituting unused Deposits (as defined in the Deposit Agreement) and interest thereon; and

(c) if the Final Withdrawal Date is the same date as a Regular Distribution Date, the total amount to be received on such date for each $1,000 face amount Certificate (based on information provided by the Pass Through Trustee).

Such mailing may include any notice required to be given to Certificateholders in connection with such distribution pursuant to the Pass Through Trust Agreement.

Section 3. Payments. If, notwithstanding the instructions in Article IV of the Deposit Agreement that all amounts payable to the Escrow Agent under the Deposit Agreement be paid by the Depositary directly to the Paying Agent or the Pass Through Trustee (depending on the circumstances), the Escrow Agent receives any payment thereunder, then the Escrow Agent shall forthwith pay such amount in Dollars and in immediately available funds by wire transfer to (a) in the case of a payment of accrued interest on the Deposits (as defined in the Deposit Agreement) or any Final Withdrawal directly to the Paying Agent Account and (b) in the case of any Purchase Withdrawal, directly to the Pass Through Trustee or its designee as specified and in the manner provided in the Applicable Notice of Purchase Withdrawal. The Escrow Agent hereby waives any and all rights of set-off, combination of accounts, right of retention or similar right (whether arising under applicable law, contract or otherwise) it may have against amounts payable to the Paying Agent howsoever arising.

Section 4. Other Actions. Subject to Section 7 hereof, the Escrow Agent shall take such other actions under or in respect of the Deposit Agreement (including, without limitation, the enforcement of the obligations of the Depositary thereunder) as the Investors, by an Action of Investors, may from time to time request.
Section 5. **Representations and Warranties of the Escrow Agent.** The Escrow Agent represents and warrants to Northwest, the Investors, the Paying Agent and the Pass Through Trustee as follows:

(a) it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America;

(b) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement and the Deposit Agreement;

(c) the execution, delivery and performance of each of this Agreement and the Deposit Agreement have been duly authorized by all necessary corporate action on the part of it and do not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and each such document has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof or thereof except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles of general application to or affecting the enforcement of creditors’ rights generally (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement or the Deposit Agreement;

(e) neither the execution, delivery or performance by it of this Agreement or the Deposit Agreement, nor compliance with the terms and provisions hereof or thereof, conflicts or will conflict with or results or will result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(f) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (A) would adversely affect the ability of it to perform its obligations under this Agreement or the Deposit Agreement or (B) would call into question or challenge the validity of this Agreement or the Deposit Agreement or the enforceability hereof or thereof in accordance with the terms hereof or thereof, nor is the Escrow Agent in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement or the Deposit Agreement.

Section 6. **Representations and Warranties of the Paying Agent.** The Paying Agent represents and warrants to Northwest, the Investors, the Escrow Agent and the Pass Through Trustee as follows:

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(a) it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America;

(b) it has full power, authority and legal right to conduct its business and operations as currently conducted and to enter into and perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of it and does not require any stockholder approval, or approval or consent of any trustee or holder of any indebtedness or obligations of it, and such document has been duly executed and delivered by it and constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms hereof except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws or equitable principles of general application to or affecting the enforcement of creditors’ rights generally (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(d) no authorization, consent or approval of or other action by, and no notice to or filing with, any United States federal or state governmental authority or regulatory body is required for the execution, delivery or performance by it of this Agreement;

(e) neither the execution, delivery or performance by it of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or result in a breach or violation of any of the terms, conditions or provisions of, or will require any consent or approval under, any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of it or any similar instrument binding on it or any order, writ, injunction or decree of any court or governmental authority against it or by which it or any of its properties is bound or any indenture, mortgage or contract or other agreement or instrument to which it is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or results or will result in the imposition of any lien upon any of its properties; and

(f) there are no pending or, to its knowledge, threatened actions, suits, investigations or proceedings (whether or not purportedly on behalf of it) against or affecting it or any of its property before or by any court or administrative agency which, if adversely determined, (A) would adversely affect the ability of it to perform its obligations under this Agreement or (B) would call into question or challenge the validity of this Agreement or the enforceability hereof in accordance with the terms hereof, nor is the Paying Agent in default with respect to any order of any court, governmental authority, arbitration board or administrative agency so as to adversely affect its ability to perform its obligations under this Agreement.

Section 7. **Indemnification.** Except for actions expressly required of the Escrow Agent or the Paying Agent hereunder, each of the Escrow Agent and the Paying Agent shall in all cases be fully justified in failing or refusing to act hereunder unless it shall have been indemnified by the party requesting such action in a manner reasonably satisfactory to it against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. In the event Northwest requests any amendment to any Operative Document (as defined in the Note Purchase Agreement), the Pass Through Trustee agrees to pay all reasonable fees and expenses (including, without limitation, fees and disbursements of counsel) of the Escrow Agent and the Paying Agent in connection therewith.
Section 8. Amendment, Etc. Upon request of the Pass Through Trustee and approval by an Action of Investors, the Escrow Agent shall enter into an amendment to this Agreement, so long as such amendment does not adversely affect the rights or obligations of the Escrow Agent or the Paying Agent, provided that upon request of the Pass Through Trustee and without any consent of the Investors, the Escrow Agent shall enter into an amendment to this Agreement for any of the following purposes:

(a) to correct or supplement any provision in this Agreement which may be defective or inconsistent with any other provision herein or to cure any ambiguity or correct any mistake or to modify any other provision with respect to matters or questions arising under this Agreement, provided that any such action shall not materially adversely affect the interests of the Investors; or

(b) to comply with any requirement of the SEC, applicable law, rules or regulations of any exchange or quotation system on which the Certificates are listed or any regulatory body; or

(c) to evidence and provide for the acceptance of appointment under this Agreement of a successor Escrow Agent, successor Paying Agent or successor Pass Through Trustee.

Section 9. Notices. Unless otherwise expressly provided herein, any notice or other communication under this Agreement shall be in writing (including by facsimile) and shall be deemed to be given and effective upon receipt thereof (or, if received outside of business hours, on the next opening of business on a Business Day). All notices shall be sent to (a) in the case of the Investors, as their respective addresses shall appear in the Register, (b) in the case of the Escrow Agent, Citibank, N.A., Agency & Trust, 388 Greenwich Street, 14th Floor, New York, New York 10013, Attention: Barbara E. Bennett (Telecopier: 212-657-2762), (c) in the case of the Pass Through Trustee, U.S. Bank Trust National Association, 225 Asylum St., Goodwin Square, Hartford, CT 06013, Attention: John G. Correia (Telecopier: 617-603-6665), or (d) in the case of the Paying Agent, U.S. Bank National Association, 1 Federal St., 3rd Fl., Boston, MA 02110, Attention: Corporate Trust Department (Telecopier:617-662-1462), in each case with a copy to Northwest Airlines, Inc., Department A4010, 2700 Lone Oak Parkway, Eagan, MN 55121-1534, Attention: Treasurer (Telecopier: (612) 726-2221) (or at such other address as any such party may specify from time to time in a written notice to the other parties). On or prior to the execution of this Agreement, the Pass Through Trustee has delivered to the Escrow Agent a certificate containing specimen signatures of the representatives of the Pass Through Trustee who are authorized to give notices and instructions with respect to this Agreement. The Escrow Agent may conclusively rely on such certificate until the Escrow Agent receives written notice from the Pass Through Trustee to the contrary.

Section 10. Transfer. No party hereto shall be entitled to assign or otherwise transfer this Agreement (or any interest herein) other than (in the case of the Escrow Agent) to a successor escrow agent under Section 1.7 hereof or (in the case of the Paying Agent) to a successor paying agent under Section 2.5 hereof, and any purported assignment in violation thereof shall be void. This Agreement shall be binding upon the parties hereto and their respective successors and (in the case of the Escrow Agent and the Paying Agent) their respective permitted assigns.

Section 11. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings among the Escrow Agent, the Paying Agent, the Underwriters and the Pass Through Trustee with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

Section 12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
Section 13. **WAIVER OF JURY TRIAL RIGHT.** EACH OF THE ESCROW AGENT, THE PAYING AGENT, THE INVESTORS AND THE PASS THROUGH TRUSTEE ACKNOWLEDGES AND ACCEPTS THAT IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SUCH PARTY IRREVOCABLY WAIVES ITS RIGHT TO A TRIAL BY JURY.

Section 14. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Escrow Agent, the Paying Agent, the Underwriters and the Pass Through Trustee have caused this Escrow and Paying Agent Agreement (Class B) to be duly executed as of the day and year first above written.

CITIBANK, N.A., as Escrow Agent

By: /s/ Barbara E. Bennett  
Name: Barbara E. Bennett  
Title: Vice President

U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Northwest Airlines Pass Through Trust 2007-1B

By: /s/ John G. Correia  
Name: John G. Correia  
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By: /s/ John G. Correia  
Name: John G. Correia  
Title: Vice President

Escrow and Paying Agent Agreement (2007-1B)

MORGAN STANLEY & CO. INCORPORATED, CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., CREDIT SUISSE SECURITIES (USA) LLC, DEUTSCHE BANK SECURITIES INC. AND
Northwest Airlines 2007-1B Escrow Receipt No.

This Escrow Receipt evidences a fractional undivided interest in amounts ("Account Amounts") from time to time deposited into a certain paying agent account (the "Paying Agent Account") described in the Escrow and Paying Agent Agreement (Class B) dated as of October 10, 2007 (as amended, modified or supplemented from time to time, the "Escrow and Paying Agent Agreement") among Citibank, N.A., a national banking association, as Escrow Agent (in such capacity, together with its successors in such capacity, the "Escrow Agent"), Morgan Stanley & Co. Incorporated, Citigroup Global Markets Inc., J.P. Morgan Securities Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc. and Calyon Securities (USA) Inc., as Underwriters, U.S. Bank Trust National Association, as Pass Through Trustee (in such capacity, together with its successors in such capacity, the "Pass Through Trustee") and U.S. Bank National Association, as paying agent (in such capacity, together with its successors in such capacity, the "Paying Agent"). Capitalized terms not defined herein shall have the meanings assigned to them in the Escrow and Paying Agent Agreement.

This Escrow Receipt is issued under and is subject to the terms, provisions and conditions of the Escrow and Paying Agent Agreement. By virtue of its acceptance hereof the holder of this Escrow Receipt assents and agrees to be bound by the provisions of the Escrow and Paying Agent Agreement and this Escrow Receipt.

This Escrow Receipt represents a fractional undivided interest in amounts deposited from time to time in the Paying Agent Account, and grants or represents no rights, benefits or interests of any kind in respect of any assets or property other than such amounts. This Escrow Receipt evidences the same percentage interest in the Account Amounts as the Fractional Undivided Interest in the Pass Through Trust evidenced by the Certificate to which this Escrow Receipt is affixed.

All payments and distributions made to Receiptholders in respect of the Escrow Receipt shall be made only from Account Amounts deposited in the Paying Agent Account. The holder of this Escrow Receipt, by its acceptance of this Escrow Receipt, agrees that it will look solely to the Account Amounts for any payment or distribution due to it pursuant to this Escrow Receipt and that it will not have any recourse to Northwest, the Pass Through Trustee, the Paying Agent or the Escrow Agent, except as expressly provided herein or in the Pass Through Trust Agreement. No Receiptholder of this Escrow Receipt shall have any right to vote or in any manner otherwise control the
This Escrow Receipt may not be assigned or transferred except in connection with the assignment or transfer of the Certificate to which this Escrow Receipt is affixed. After payment to the holder hereof of its Escrow Interest in the Final Distribution, upon the request of the Pass Through Trustee, the holder hereof will return this Escrow Receipt to the Pass Through Trustee.

The Paying Agent may treat the person in whose name the Certificate to which this Escrow Receipt is attached as the owner hereof for all purposes, and the Paying Agent shall not be affected by any notice to the contrary.

THIS ESCROW RECEIPT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Escrow Agent has caused this Escrow Receipt to be duly executed.

Dated: , 2007

CITIBANK, N.A., as Escrow Agent

By: 

Name: 
Title: 

EXHIBIT B

Withdrawal Certificate
(Class B)

Citibank, N.A.,
as Escrow Agent

Agency & Trust
388 Greenwich Street
New York, New York 10013
Attention: Barbara E. Bennett
Telecopier (212) 657-2762

Ladies and Gentlemen:

Reference is made to the Escrow and Paying Agent Agreement dated as of October 10, 2007 (the “Agreement”). We hereby certify to you that the conditions to the obligations of the undersigned to execute a Participation Agreement pursuant to the Note Purchase Agreement have been satisfied. Pursuant to Section 1.2(c) of the Agreement, please execute the attached Notice of Purchase Withdrawal and immediately transmit by facsimile to the Depositary, at .
NOTICE OF PURCHASE WITHDRAWAL

Credit Suisse, New York Branch
11 Madison Avenue
New York, NY 10010-3629
Attention: Karl Studer
Telecopier: (212) 743-1894

Ladies and Gentlemen:

Reference is made to the Deposit Agreement (Class B) dated as of October 10, 2007, (the “Deposit Agreement”) between Citibank, N.A., a national banking association, as Escrow Agent, and Credit Suisse, New York Branch, as Depositary (the “Depositary”).

In accordance with Section 2.3 of the Deposit Agreement, the undersigned hereby requests the withdrawal of $ of the Deposit, Account No. .

The undersigned hereby directs the Depositary to pay the proceeds of the Deposit to , Account No. , Reference: on , upon the telephonic request of a representative of the Pass Through Trustee.

CITIBANK, N.A., as Escrow Agent

By: _________________________________
    Name: _______________________________
    Title: _______________________________

Dated: _______________________________

cc: James Palen [Telecopier: (212)743-2025]
    Carl Paravati [Telecopier: (212)534-5165]
NOTE PURCHASE AGREEMENT

Dated as of October 10, 2007

Among

NORTHWEST AIRLINES, INC.,

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Pass Through Trustee under each of the Pass Through Trust Agreements

U.S. BANK NATIONAL ASSOCIATION
as Subordination Agent

CITIBANK, N.A.
as Escrow Agent

and

U.S. BANK NATIONAL ASSOCIATION
as Paying Agent

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SCHEDULES
NOTE PURCHASE AGREEMENT

This NOTE PURCHASE AGREEMENT, dated as of October 10, 2007, among (i) Northwest Airlines, Inc., a Minnesota corporation (the “Company”), (ii) U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as otherwise expressly provided herein, but solely as trustee (in such capacity together with its successors in such capacity, the “Pass Through Trustee”) under each of the three separate Pass Through Trust Agreements (as defined below), (iii) U.S. Bank National Association, a national banking association, as subordination agent and trustee (in such capacity together with its successors in such capacity, the “Subordination Agent”) under the Intercreditor Agreement (as defined below), (iv) Citibank, N.A., a national banking association, as Escrow Agent (in such capacity together with its successors in such capacity, the “Escrow Agent”), under each of the Escrow and Paying Agent Agreements (as defined below) and (v) U.S. Bank National Association, a national banking association, as Paying Agent (in such capacity together with its successors in such capacity, the “Paying Agent”) under each of the Escrow and Paying Agent Agreements.

WITNESSETH:

WHEREAS, the Company has a commitment from Embraer-Empresa Brasileira de Aeronáutica S.A. (‘Embraer’) pursuant to the Aircraft Purchase Agreement for the delivery of certain ERJ 170-200 LR aircraft listed in Schedule I hereto (together with any aircraft substituted therefor in accordance with an Aircraft Purchase Agreement prior to the delivery thereof, the “Aircraft”), and the Company wishes to finance pursuant to this Agreement a portion of the purchase price of Aircraft;

WHEREAS, pursuant to the Basic Pass Through Trust Agreement and each of the Trust Supplements set forth in Schedule II hereto, and concurrently with the execution and delivery of this Agreement, separate grantor trusts (collectively, the “Trusts” and, individually, a “Trust”) have been created to facilitate certain of the transactions contemplated hereby, including, without limitation, the issuance and sale of pass through certificates pursuant thereto (collectively, the “Certificates”) to provide for a portion of the financing of the Aircraft;

WHEREAS, the Company has entered into the Underwriting Agreement dated as of October 2, 2007 (the “Underwriting Agreement”) with the several underwriters (the “Underwriters”) named therein, which provides that the Company will cause the Pass Through Trustee of each of the Class A Trust and the Class B Trust to issue and sell the Class A Certificates and the Class B Certificates to the Underwriters;
WHEREAS, concurrently with the execution and delivery of this Agreement, (i) the Escrow Agents and the Depositaries entered into the Deposit Agreements set forth in Schedule III hereto (the “Deposit Agreements”) whereby the applicable Escrow Agent agreed to direct the Underwriters to make certain deposits referred to therein on the Issuance Date (the “Deposits”) and (ii) the Pass Through Trustees, the Underwriters, the Paying Agents and the Escrow Agents entered into the Escrow and Paying Agent Agreements set forth in Schedule IV hereto (the “Escrow and Paying Agent Agreements”) whereby, among other things, (a) the applicable Escrow Agents have directed the Underwriters, and the Underwriters agreed to deliver

an amount equal to the amount of the Deposits to the applicable Depositary on behalf of the applicable Escrow Agent and (b) the applicable Escrow Agent, upon the applicable Depositary receiving such amount, has agreed to deliver escrow receipts to be affixed to each Certificate;

WHEREAS, the Company will issue secured equipment notes in order to finance an Aircraft and will give to the Pass Through Trustee a Closing Notice (as defined below) specifying the scheduled date of closing of the financing of such Aircraft;

WHEREAS, upon receipt of a Closing Notice with respect to an Aircraft, subject to the terms and conditions of this Agreement, the applicable Trustees will enter into the applicable Financing Agreements relating to such Aircraft;

WHEREAS, on the Closing Date under the applicable Financing Agreements, each Pass Through Trustee will fund its purchase of Equipment Notes with the proceeds of one or more Deposits withdrawn by the applicable Escrow Agent under the related Deposit Agreement bearing the same interest rate as the Certificates issued by such Trust; and

WHEREAS, concurrently with the execution and delivery of this Agreement, (i) Calyon, acting through its New York branch, a société anonyme organized under the laws of France (the “Liquidity Provider”), has entered into two revolving credit agreements (each, a “Liquidity Facility”), one each for the benefit of the Certificateholders of the Class A Trust and the Class B Trust, in each case, with the Subordination Agent, as agent and trustee for the Pass Through Trustee on behalf of each such Trust and (ii) each Pass Through Trustee, the Liquidity Provider and the Subordination Agent have entered into the Intercreditor Agreement, dated as of the date hereof (the “Intercreditor Agreement”);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference in Annex A.

Section 2. Financing of Aircraft. (a) The Company confirms that it entered into the Aircraft Purchase Agreement with Embraer pursuant to which it has agreed to purchase, and Embraer has agreed to deliver, the Aircraft in the months specified in Schedule I hereto, all on and subject to terms and conditions specified in the Aircraft Purchase Agreement. The Company agrees to finance the Aircraft in the manner provided herein, all on and subject to the terms and conditions hereof and of the relevant Financing Agreements.

(b) In furtherance of the foregoing, the Company agrees to give the parties hereto, each Depositary and each of the Rating Agencies not less than two (2) Business Days’ prior notice (a “Closing Notice”) of the scheduled closing date (the “Scheduled Closing Date”) (or, in the case of a Substitute Closing Notice under Section 2(f) or (g) hereof, one (1) Business Day’s prior notice) of a financing in respect of each Aircraft, which notice shall:
i. specify the Scheduled Closing Date on which the financing therefor in the manner provided herein shall be consummated;

ii. instruct the Pass Through Trustees to instruct each Escrow Agent to provide a Notice of Purchase Withdrawal to the Depositary with respect to the Equipment Notes to be issued in connection with the financing of such Aircraft;

iii. instruct the Pass Through Trustees to enter into the Participation Agreement with respect to such Aircraft substantially in the form of Exhibit A-1 hereto and at such a time on or before the Scheduled Closing Date specified in such Closing Notice and to perform its obligations thereunder; and

iv. specify the aggregate principal amount of each series of Equipment Notes to be issued, and purchased by the Pass Through Trustees, in connection with the financing of such Aircraft on such Scheduled Closing Date.

Notwithstanding the foregoing, in the event the Scheduled Closing Date for any Aircraft to be financed or refinanced pursuant to the terms hereof is on or within 3 Business Days following the date of issuance of the Certificates, the Closing Notice therefor may be delivered to the parties hereto on such Scheduled Closing Date.

(c) Upon receipt of a Closing Notice, the Pass Through Trustees shall, and shall cause the Subordination Agent to, enter into and perform their obligations under the Participation Agreement specified in such Closing Notice, provided that such Participation Agreement and the Indenture to be entered into pursuant to such Participation Agreement shall be in the forms thereof annexed hereto in all material respects and, if modified in any material respect, as to which Rating Agency Confirmation shall have been obtained from each Rating Agency by the Company (to be delivered by the Company to the Pass Through Trustees on or before the relevant Funding Date, it being understood that if Rating Agency Confirmation shall have been received with respect to any Financing Agreements and such Financing Agreements are utilized for any subsequent Aircraft (or Substitute Aircraft) without material modifications, no additional Rating Agency Confirmation shall be required); provided, however, that the relevant Financing Agreements as executed and delivered shall not vary the Required Terms. Notwithstanding the foregoing, an Indenture may be modified to the extent required for the issuance of Equipment Notes pursuant to Section 5(a)(i) of this Agreement, subject to the terms of such Section and Section 9.1(c) or 9.1(d) of the Intercreditor Agreement, whichever may be applicable.

(d) With respect to each Aircraft, the Company shall cause (i) U.S. Bank National Association (or such other person that meets the eligibility requirements to act as loan trustee under the Indenture) to execute as Loan Trustee the Financing Agreements relating to such Aircraft to which such Loan Trustee is intended to be a party and (ii) Northwest Airlines Corporation to execute a Guarantee, and shall concurrently therewith execute such Financing Agreements to which the Company is intended to be a party and perform its respective obligations thereunder. Upon the request of either Rating Agency, the Company shall deliver or cause to be delivered to each Rating Agency a true and complete copy of each Financing Agreement relating to the financing of each Aircraft together with a true and complete set of the
closing documentation (including legal opinions) delivered to the related Loan Trustee, Subordination Agent and Pass Through Trustee under the related Participation Agreement.

(e) If after giving any Closing Notice, there shall be a delay in the delivery of the Aircraft referred to therein, or if on the Scheduled Closing Date of any Aircraft the financing thereof in the manner contemplated hereby shall not be consummated for whatever reason, the Company shall give the parties hereto prompt notice thereof. Concurrent with the giving of such notice of postponement or subsequent thereto, the Company shall give the parties hereto a substitute Closing Notice specifying the date (the “Substitute Closing Date”) to which the applicable financing of such Aircraft shall have been rescheduled which shall be a Business Day before the Cut-Off Date on which the Escrow Agents shall be entitled to withdraw one or more Deposits under each of the applicable Deposit Agreements to enable each applicable Pass Through Trustee to fund its purchase of the related Equipment Notes. Upon receipt of any such notice of postponement, each applicable Pass Through Trustee shall comply with its obligations under Article IV of each of the Trust Supplements and thereafter the financing or refinancing of such Aircraft shall take place on the Substitute Closing Date therefor (all on and subject to the terms and conditions of the relevant Financing Agreements) unless further postponed as provided herein.

(f) Anything in this Section 2 to the contrary notwithstanding, the Company shall have the right to accept delivery of an Aircraft under the Aircraft Purchase Agreement on the delivery date thereof by utilization of bridge financing of such Aircraft and thereafter give the parties hereto a Closing Notice specifying a Closing Date no later than the Cut-Off Date and otherwise complying with the provisions of Section 2(b) hereof. All other terms and conditions of this Note Purchase Agreement shall apply to the financing of any Aircraft financed hereunder after the delivery from the applicable Manufacturer.

(g) If the delivery date for any Aircraft under the Aircraft Purchase Agreement is delayed for more than 30 days beyond the month scheduled for delivery or beyond the Cut-Off Date, the Company may identify for delivery a substitute aircraft therefor meeting the following conditions (together with the substitute aircraft referred to in the next sentence, a “Substitute Aircraft”): (i) a Substitute Aircraft must be the same model as the Aircraft for which delivery by Embraer was delayed and must be delivered by Embraer to the Company after the date of this Agreement, (ii) the Substitute Aircraft must have been manufactured after the Issuance Date and (iii) the Company shall be obligated to obtain Rating Agency Confirmation that the replacement of such Aircraft by such Substitute Aircraft would not result in withdrawal, suspension, or downgrading of the rating for any Class of Certificates below the then current rating for such Class of Certificates. Upon the satisfaction of the conditions set forth above with respect to a Substitute Aircraft, the Aircraft to be replaced shall cease to be subject to this Agreement and all rights and obligations of the parties hereto concerning such Aircraft shall cease, and such Substitute Aircraft shall become and thereafter be subject to the terms and conditions of this Agreement to the same extent as such Aircraft.

(h) The Company shall have no liability for the failure of the Pass Through Trustees to purchase Equipment Notes with respect to any Aircraft or Substitute Aircraft.
(i) Anything herein to the contrary notwithstanding, the Company shall not have the right, and shall not be entitled, at any time to request the issuance of Equipment Notes of any series to any Pass Through Trustee in an aggregate principal amount in excess of the amount of the Deposits then available for withdrawal by the Escrow Agent under and in accordance with the provisions of the related Deposit Agreement, or in an aggregate principal amount in respect of any Aircraft in excess of the amount specified in the Required Terms.

(j) The Company shall notify the Rating Agencies in writing of any lease of an Aircraft pursuant to the terms of an Indenture promptly after entering into such lease.

Section 3. Conditions Precedent. The obligation of the Pass Through Trustees to enter into, and to cause the Subordination Agent to enter into, any Participation Agreement as directed pursuant to a Closing Notice and to perform its obligations under such Participation Agreement is subject to satisfaction of the following conditions:

(a) no Triggering Event shall have occurred;

(b) the Company shall have delivered a certificate to each such Pass Through Trustee and the Liquidity Provider stating (i) that such Participation Agreement and the other Financing Agreements to be entered into pursuant to such Participation Agreement do not vary the Required Terms and (ii) that any substantive modification of such Financing Agreements from the forms of Financing Agreements attached to this Agreement do not materially and adversely affect the Certificateholders or the Liquidity Provider, and such certification shall be true and correct.

Anything herein to the contrary notwithstanding, the obligation of each Pass Through Trustee to purchase Equipment Notes shall terminate on the Cut-Off Date.

Section 4. Representations and Warranties.

(a) The Company represents and warrants on the date hereof and on each Closing Date that:

i. the Company is duly incorporated, validly existing and in good standing under the laws of the State of Minnesota and is a “citizen of the United States” as defined in 49 U.S.C. § 40102 (a)(15), and has the full corporate power, authority and legal right under the laws of the State of Minnesota to execute and deliver this Agreement and each Financing Agreement to which it will be a party and to carry out the obligations of the Company under this Agreement and each Financing Agreement to which it will be a party;

ii. the execution and delivery by the Company of this Agreement and the performance by the Company of its obligations under this Agreement have been duly authorized by the Company and will not violate its Certificate of Incorporation or by-laws or the provisions of any material indenture, mortgage, contract or other agreement to which it is a party or by which it is bound;
this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity; and

the statements contained in any certificate delivered pursuant to Section 3(b) are true and correct.

(b) U.S. Bank National Association represents and warrants on the date hereof and on each Closing Date that:

i. U.S. Bank National Association is duly organized, validly existing and in good standing under the laws of the United States of America and is a “citizen of the United States” as defined in 49 U.S.C. § 40102 (a)(15), and has the full corporate power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver this Agreement and each Financing Agreement to which it will be a party;

ii. the execution and delivery by U.S. Bank National Association, in its capacity as Subordination Agent or Paying Agent, as the case may be, of this Agreement and the performance by U.S. Bank National Association, in its capacity as Subordination Agent or Paying Agent, as the case may be, of its obligations under this Agreement have been duly authorized by State Street Bank and Trust Company, in its capacity as Subordination Agent or Paying Agent, as the case may be, and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

iii. this Agreement constitutes the legal, valid and binding obligation of U.S. Bank National Association in its capacity as Subordination Agent or Paying Agent, as the case may be, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(c) The Pass Through Trustee hereby confirms to each of the other parties hereto that its representations and warranties set forth in Section 7.14 of the Basic Pass Through Trust Agreement are true and correct as of the date hereof.

(d) The Subordination Agent represents and warrants that:

i. the Subordination Agent is duly organized, validly existing and in good standing under the laws of the United States of America, and has the full corporate power, authority and legal right under the laws of the Commonwealth of Massachusetts and the United States pertaining to its banking, trust and fiduciary powers to execute and
deliver this Agreement and each Financing Agreement to which it is or will be a party and to perform its obligations under this Agreement and each Financing Agreement to which it is or will be a party;

ii. this Agreement has been duly authorized, executed and delivered by the Subordination Agent; this Agreement constitutes the legal, valid and binding obligations of the Subordination Agent enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity;

iii. none of the execution, delivery and performance by the Subordination Agent of this Agreement contravenes any law, rule or regulation of the Commonwealth of Massachusetts or any United States governmental authority or agency regulating the Subordination Agent’s banking, trust or fiduciary powers or any judgment or order applicable to or binding on the Subordination Agent and do not contravene the Subordination Agent’s articles of association or by-laws or result in any breach of, or constitute a default under, any Agreement or instrument to which the Subordination Agent is a party or by which it or any of its properties may be bound;

iv. neither the execution and delivery by the Subordination Agent of this Agreement nor the consummation by the Subordination Agent of any of the transactions contemplated hereby requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action with respect to, any Massachusetts governmental authority or agency or any federal Governmental authority or agency regulating the Subordination Agent’s banking, trust or fiduciary powers;

v. there are no Taxes payable by the Subordination Agent imposed by the Commonwealth of Massachusetts or any political subdivision or taxing authority thereof in connection with the execution, delivery and performance by the Subordination Agent of this Agreement (other than franchise or other taxes based on or measured by any fees or compensation received by the Subordination Agent for services rendered in connection with the transactions contemplated by the Intercreditor Agreement or any of the Liquidity Facilities), and there are no Taxes payable by the Subordination Agent imposed by the Commonwealth of Massachusetts or any political subdivision thereof in connection with the acquisition, possession or ownership by the Subordination Agent of any of the Equipment Notes (other than franchise or other taxes based on or measured by any fees or compensation received by the Subordination Agent for services rendered in connection with the transactions contemplated by the Intercreditor Agreement or any of the Liquidity Facilities); and

vi. there are no pending or threatened actions or proceedings against the Subordination Agent before any court or administrative agency which individually or in the aggregate, if determined adversely to it, would materially adversely affect the ability of the Subordination Agent to perform its obligations under this Agreement.

(e) The Escrow Agent represents and warrants that:

i. the Escrow Agent is a national banking association duly organized, validly existing and in good standing under the laws of the United States and has the full corporate power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver this Agreement, each Deposit Agreement and each Escrow and Paying
Agent Agreement (collectively, the “Escrow Agent Agreements”) and to carry out the obligations of the Escrow Agent under each of the Escrow Agent Agreements;

ii. the execution and delivery by the Escrow Agent of each of the Escrow Agent Agreements and the performance by the Escrow Agent of its obligations hereunder and thereunder have been duly authorized by the Escrow Agent and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

iii. each of the Escrow Agent Agreements constitutes the legal, valid and binding obligations of the Escrow Agent enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(f) The Paying Agent represents and warrants that:

i. the Paying Agent is duly organized, validly existing and in good standing under the laws of the United States of America and has the full corporate power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver this Agreement and each Escrow and Paying Agent Agreement (collectively, the “Paying Agent Agreements”) and to carry out the obligations of the Paying Agent under each of the Paying Agent Agreements;

ii. the execution and delivery by the Paying Agent of each of the Paying Agent Agreements and the performance by the Paying Agent of its obligations hereunder and thereunder have been duly authorized by the Paying Agent and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

iii. each of the Paying Agent Agreements constitutes the legal, valid and binding obligations of the Paying Agent enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

(g) U.S. Bank Trust National Association represents and warrants on the date hereof and on each Closing Date that:

i. U.S. Bank Trust National Association is a national banking association validly existing and in good standing with the Comptroller of the Currency under the laws of the United States and is a “citizen of the United States” as defined in 49 U.S.C.
§ 40102 (a)(15), and has the full power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver this Agreement and each Financing Agreement to which it will be a party and to carry out the obligations of U.S. Bank Trust National Association, in its capacity as Pass Through Trustee under this Agreement and each Financing Agreement to which it will be a party;

ii. the execution and delivery by U.S. Bank Trust National Association, in its capacity as Pass Through Trustee under this Agreement and the performance by U.S. Bank Trust National Association, in its capacity as Pass Through Trustee, of its obligations under this Agreement have been duly authorized by U.S. Bank Trust National Association, in its capacity as Pass Through Trustee and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound; and

iii. this Agreement constitutes the legal, valid and binding obligation of U.S. Bank Trust National Association in its capacity as Pass Through Trustee enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity.

Section 5. Covenants. (a) The Company covenants with each of the other parties hereto that:

i. the Company shall not re-issue any Series B Equipment Notes or issue any Additional Series Equipment Notes pursuant to any Indenture, unless it shall have obtained a Rating Agency Confirmation from each Rating Agency. Any reissuance of the Series B Equipment Notes and issuance of Additional Series Equipment Notes shall be subject to the terms of Section 9.1(c) and 9.1(d), respectively, of the Intercreditor Agreement.

ii. Promptly after the occurrence of a Triggering Event or an Indenture Event of Default resulting from the failure of the Company to make payments on any Equipment Note and on every Regular Distribution Date while the Triggering Event or such Indenture Event of Default shall be continuing, the Company will, at the Subordination Agent’s request from time to time but in any event no more frequently than once every three months, provide to the Subordination Agent a statement setting forth the following information with respect to each Aircraft then subject to the lien of an Indenture: (A) whether the Aircraft are currently in service or parked in storage, (B) the maintenance status of the Aircraft and (C) the location of the Engines (as defined in the respective Indentures to which such Aircraft are subject). As used in this clause (ii), the terms “Triggering Event”, “Indenture Event of Default”, “Regular Distribution Date” shall have the respective meanings set forth in the Intercreditor Agreement as originally executed.
subject to Section 5(a)(v) of this Agreement, the Company shall at all times maintain its corporate existence and shall not wind up, liquidate or dissolve or take any action, or fail to take any action, that would have the effect of any of the foregoing;

iv. the Company shall at all times remain a U.S. Air Carrier (as defined in the Financing Agreements) and shall at all times be otherwise certificated and registered to the extent necessary to entitle the Indenture Trustee to the rights afforded to secured parties of aircraft equipment under Section 1110;

v. Section 8(y) of each Participation Agreement is hereby incorporated by reference herein; and

vi. If the Depositary’s short-term rating shall at any time fall below the Depositary Threshold Rating from either Rating Agency, the Company shall, within 45 days of such event occurring, cause the Depositary to be replaced with a depositary bank (a “Replacement Depositary”) on the following terms and conditions:

   (1) the Replacement Depositary must be one that either (x) meets the Depositary Threshold Rating or (y) with respect to which the Company shall have obtained written confirmation from each Rating Agency that such Replacement Depositary will not cause a downgrade or withdrawal of any rating then in effect for any Class of Certificates by such Rating Agency (without regard to any downgrading of any rating of the Depositary being replaced) and, in either case, the Company shall have obtained written confirmation from each Rating Agency that such replacement will not cause a reduction or withdrawal of any rating then in effect for any Class of Certificates by such Rating Agency (without regard to any downgrades of any rating of the Depositary being replaced);

   (2) the Company shall cause the Escrow Agent and the Replacement Depositary to enter into a Replacement Deposit Agreement for each Class of Certificates and shall cause the Replacement Depositary to deliver to the Company and each Rating Agency legal opinions and other closing documentation substantially similar to those delivered by the Depositary being replaced in connection with the execution and delivery of the Deposit Agreements being replaced.

Subject to the foregoing, the Company shall instruct the Pass Through Trustee, and the Pass Through Trustee agrees, to execute and deliver to the Escrow Agent a duly completed Withdrawal Certificate (as defined in the Escrow and Paying Agent Agreement with respect to each Class of Certificates) together with a Notice of Replacement Withdrawal (as defined in the applicable Escrow and Paying Agent Agreement). Each of the parties hereto agrees, at the Company’s request, to enter into any amendments to this Agreement, any Escrow and Paying Agent Agreement and any other Operative Documents as may be necessary or desirable to give effect to the replacement of the Depositary and the Replacement Deposit Agreements. Upon execution and delivery of the Replacement Deposit Agreements, the Replacement Depositary shall be deemed to be the Depositary with all of the rights and obligations of

the Depositary hereunder and under the other Operative Documents and the Replacement Deposit Agreement shall be deemed to be the Deposit Agreement hereunder and under the other Operative Documents, except that the obligations of the replaced Depositary under the last sentence of Section 2.2 of the Deposit Agreement shall remain in full force and effect notwithstanding the execution and delivery of the Replacement Deposit Agreement.

(b) U.S. Bank National Association, in its individual capacity, covenants with each of the other parties to this Agreement that it will, immediately upon obtaining knowledge of any facts that would cast doubt upon its continuing status as a “citizen of the United States” as defined in 49 U.S.C. § 40102(a)(15) and promptly upon public disclosure of negotiations in respect of any transaction
which would or might adversely affect such status, notify in writing all parties hereto of all relevant matters in connection therewith. Upon U.S. Bank National Association giving any such notice, U.S. Bank National Association shall, subject to Section 9.01 of any Indenture then entered into, resign as Trustee in respect of such Indenture.

(c) The Subordination Agent covenants with each of the other parties hereto that it will not agree or consent to any amendment or modification to any Liquidity Facility or the Northwest Provisions (as defined in the Intercreditor Agreement) of the Intercreditor Agreement without the Company’s consent.

Section 6. Notices. Unless otherwise specifically provided herein, all notices required or permitted by the terms of this Agreement shall be in English and in writing, and any such notice shall become effective upon being delivered personally or, if promptly confirmed by mail, when dispatched by facsimile or other written telecommunication, addressed to such party hereto at its address or facsimile number set forth below the signature of such party at the foot of this Agreement.

Section 7. Expenses. (a) The Company agrees to pay to the Subordination Agent when due an amount or amounts equal to the fees payable to the Liquidity Provider under Section 2.03 of each Liquidity Facility multiplied by a fraction the numerator of which shall be the then outstanding aggregate amount of the Deposits under the Deposit Agreements and the denominator of which shall be the sum of (x) the then outstanding aggregate principal amount of the Series A Equipment Notes and Series B Equipment Notes Equipment Notes issued under all of the Indentures and (y) the then outstanding aggregate amount of the Deposits under the Deposit Agreements.

(b) The Company agrees to pay (i) so long as no Equipment Notes have been issued in respect of any Aircraft, to the Subordination Agent when due (A) the amount equal to interest on any Downgrade Advance (other than an Applied Downgrade Advance) payable under Section 3.07 of each Liquidity Facility minus Investment Earnings while such Downgrade Advance shall be outstanding, (B) the amount equal to interest on any Non-Extension Advance (other than an Applied Non-Extension Advance) payable under Section 3.07 of each Liquidity Facility minus Investment Earnings while such Non-Extension Advance shall be outstanding, (C) any other amounts owed to the Liquidity Provider by the Subordination Agent as borrower under each Liquidity Facility (other than amounts due as repayment of advances thereunder or as interest on such advances, except to the extent payable pursuant to clause (A) or (B)), (ii) all
compensation and reimbursement of expenses, disbursements and advances payable by the Company under the Pass Through Trust Agreements, (iii) all compensation and reimbursement of expenses and disbursements payable to the Subordination Agent under the Intercreditor Agreement except with respect to any income or franchise taxes incurred by the Subordination Agent in connection with the transactions contemplated by the Intercreditor Agreement and (iv) in the event the Company requests any amendment to any Operative Document or to this Note Purchase Agreement, all reasonable fees and expenses (including, without limitation, fees and disbursements of counsel) of the Escrow Agent and/or the Paying Agent in connection therewith. For purposes of this Section 7(b), (i) the terms “Applied Downgrade Advance,” “Applied Non-Extension Advance,” “Downgrade Advance” and “Non-Extension Advance” shall have the meanings specified in each Liquidity Facility and (ii) the term “Investment Earnings” shall have the meaning specified in the Intercreditor Agreement.

Section 8. Further Assurances. Each party hereto shall duly execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further agreements, instruments, certificates or documents, and shall do and cause to be done such further acts and things, in any case, as any other party hereto shall reasonably request in connection with its administration of, or to carry out more effectually the purposes of, or to better assure and confirm unto it the rights and benefits to be provided under, this Agreement.

Section 9. Miscellaneous. (a) Provided that the transactions contemplated hereby have been consummated, and except as otherwise provided for herein, the representations, warranties and agreements herein of the Company, the Subordination Agent, the Escrow Agent, the Paying Agent and the Pass Through Trustee, and the Company’s, the Subordination Agent’s, the Escrow Agent’s, the Paying Agent’s and the Pass Through Trustee’s obligations under any and all thereof, shall survive the expiration or other termination of this Agreement and the other agreements referred to herein.

(b) This Agreement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Agreement, including a signature page executed by each of the parties hereto, shall be an original counterpart of this Agreement, but all of such counterparts together shall constitute one instrument. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought. The index preceding this Agreement and the headings of the various Sections of this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the Company and its successors and permitted assigns, the Pass Through Trustee and its successors as Pass Through Trustee (and any additional trustee appointed) under any of the Pass Through Trust Agreements, the Escrow Agent and its successors as Escrow Agent under the Escrow and Paying Agent Agreements, the Paying Agent and its successors as Paying Agent under the Escrow and Paying Agent Agreement and the Subordination Agent and its successors as Subordination Agent under the Intercreditor Agreement.
Section 10. Indemnity. The Company hereby agrees to indemnify each Indemnitee against, and agrees to protect, defend, save and keep harmless each thereof from any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, out-of-pocket costs, expenses, and disbursements, of whatsoever kind and nature (collectively called “Expenses”) imposed on, incurred by or asserted against any Indemnitee, in any way relating to or arising out of (A) any of the Financing Agreements or any lease or sublease of any Aircraft or the enforcement of any of the terms thereof or any amendment, modification or waiver in respect thereof, (B) the manufacture, purchase, acceptance or rejection of the Airframe (as defined in the Participation Agreement) or any Engine (as defined in the Participation Agreement), (C) the Aircraft (or any portion thereof or any Engine or engine affixed to the Airframe) whether or not arising out of the finance, refinancing, ownership, delivery, nondelivery, storage, lease, sublease, sub-sublease, possession, use, non-use, operation, maintenance, registration, reregistration, condition, modification, alteration, replacement, repair, substitution, sale, return or other disposition of the Aircraft (or any portion thereof or any Engine or engine affixed to the Airframe) including, without limitation, latent or other defects, whether or not discoverable, strict tort liability and any claim for patent, trademark or copyright infringement, (D) the offer, sale or delivery of the Equipment Notes (the indemnity in this clause (D) to extend also to any person who controls an Indemnitee within the meaning of Section 15 of the Securities Act of 1933, as amended) or (E) the performance of its duties hereunder and under the Escrow Agent Agreements; provided that the foregoing indemnity as to any Indemnitee shall not extend to any Expense resulting from or arising out of or which would not have occurred but for one or more of the following: (i) any representation or warranty by such Indemnitee (or any of its affiliates) in the Financing Agreements, the Escrow Agent Agreements, this Agreement or in connection therewith being incorrect in any material respect, or (ii) the failure by such Indemnitee (or any of its affiliates) to perform or observe any agreement, covenant or condition in any of the Financing Agreements, the Escrow Agent Agreements or this Agreement applicable to it (except to the extent such failure was caused directly by the failure of the Company to perform any obligation under a Financing Agreement, an Escrow Agent Agreement or this Agreement), or (iii) the willful misconduct or the gross negligence of such Indemnitee (or any of its affiliates) other than gross negligence imputed to such Indemnitee (or any of its affiliates) solely by reason of its interest in the Aircraft), or (iv) any Tax, or (v) the authorization or giving or withholding of any future amendments, supplements, waivers or consents with respect to any of the Financing Agreements, the Escrow Agent Agreements or this Agreement other than such as have been consented to, approved, authorized or requested by the Company, or (vi) subject to the next succeeding paragraph, any loss of tax benefits or increase in tax liability under any tax law whether or not the Company is required to indemnify therefor pursuant to this Agreement, or (vii) any Expense which is specified to be for the account of an Indemnitee pursuant to any Financing Agreement, any Escrow Agent Agreement or this Agreement without express right of reimbursement under any Financing Agreement, any Escrow Agent Agreement or this Agreement.

The foregoing indemnity shall not extend to any Expense to the extent that such Expense is not caused by, or does not arise out of, an act, omission or event which occurs prior to the payment of all payments required to be paid by the Company under the Financing Agreements, the Escrow Agent Agreements or this Agreement.

The Company further agrees that any payment or indemnity pursuant to this Section 10 in respect of any Expenses shall be in an amount which, after deduction of all Taxes required to be paid by such recipient with respect to such payment or indemnity under the laws of any Federal, state or local government or taxing authority in the United States, or under the laws of any taxing authority or governmental subdivision of a foreign country, or any territory or possession of the United States or any international authority, shall be equal to the excess, if any, of (i) the amount of such Expense over (ii) the net reduction in Taxes required to be paid by such recipient resulting from the accrual or payment of such Expense.
If, by reason of any Expense payment made to or for the account of an Indemnitee by the Company pursuant to this Section 10, such Indemnitee subsequently realizes a tax deduction or credit (including foreign tax credit and any reduction in Taxes) not previously taken into account in computing such payment, such Indemnitee shall promptly pay to the Company, but only if the Company shall have made all payments then due and owing to such Indemnitee under the Financing Agreements, the Escrow Agent Agreements or this Agreement, an amount equal to the sum of (i) the actual reduction in Taxes realized by such Indemnitee which is attributable to such deduction or credit, and (ii) the actual reduction in Taxes realized by such Indemnitee as a result of any payment made by such Indemnitee pursuant to this sentence.

If a claim is made against an Indemnitee involving one or more Expenses and such Indemnitee has notice thereof, such Indemnitee shall promptly, upon receiving such notice, give notice of such claim to the Company; provided that the failure to provide such notice shall not release the Company from any of its obligations to indemnify hereunder, and no payment by the Company to an Indemnitee pursuant to this Section 10 shall be deemed to constitute a waiver or release of any right or remedy which the Company may have against such Indemnitee for any actual damages as a result of the failure by such Indemnitee to give the Company such notice. The Company shall be entitled, at its sole cost and expense, acting through counsel acceptable to the respective Indemnitee, (A) so long as the Company has agreed in a writing acceptable to such Indemnitee that the Company is liable to such Indemnitee for such Expense hereunder (unless such Expense is covered by the proviso to the first paragraph of this Section 10), in any judicial or administrative proceeding that involves solely a claim for one or more Expenses, to assume responsibility for and control thereof, (B) so long as the Company has agreed in a writing acceptable to such Indemnitee that the Company is liable to such Indemnitee for such Expense hereunder (unless such Expense is covered by the proviso to the first paragraph of this Section 10), in any judicial or administrative proceeding involving a claim for one or more Expenses and other claims related or unrelated to the transactions contemplated by the Financing Agreements, the Escrow Agent Agreements or this Agreement, to assume responsibility for and control of such claim for Expenses to the extent that the same may be and is severed from such other claims (and such Indemnitee shall use its best efforts to obtain such severance), and (C) in any other case, to be consulted by such Indemnitee with respect to judicial proceedings subject to the control of such Indemnitee. Notwithstanding any of the foregoing to the contrary, the Company shall not be entitled to assume responsibility for and control of any such judicial or administrative proceedings (i) while an event of default shall have occurred and be continuing under any of the Financing Agreements, the Escrow Agent Agreements or this Agreement or (ii) if such proceeding could be in the good faith opinion of such Indemnitee entail any material risk of criminal liability or present a conflict of interest making separate representation necessary. The affected Indemnitee may participate at its own expense and with its own counsel in any judicial proceeding controlled by the Company pursuant to the preceding provisions.

The affected Indemnitee shall supply the Company with such information reasonably requested by the Company as is necessary or advisable for the Company to control or participate in any proceeding to the extent permitted by this Section 10. Such Indemnitee shall not enter into a settlement or other compromise with respect to any Expense without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed, unless such Indemnitee waives its right to be indemnified with respect to such Expense under this Section 10.

The Company shall supply the affected Indemnitee with such information reasonably requested by such Indemnitee as is necessary or advisable for such Indemnitee to control or participate in any proceeding to the extent permitted by this Section 10.

When the Company or the insurers under a policy of insurance maintained by the Company undertakes the defense of an Indemnitee with respect to an Expense, no additional legal fees or expenses of such Indemnitee in connection with the defense of such Indemnitee shall be indemnified hereunder unless such fees or expenses were incurred at the written request of the Company or such insurers, provided that no such defense shall be compromised or settled on a basis that admits any gross negligence or willful misconduct on the part of such Indemnitee without such Indemnitee’s prior consent.

In the event that the Company shall have paid an amount to an Indemnitee pursuant to this Section 10, and such Indemnitee subsequently shall be reimbursed in respect of such indemnified amount from any other Person, such Indemnitee shall promptly pay to the Company an amount equal to the amount of such reimbursement (but in no event more than such payment from the Company) plus any net
tax benefit (or minus any net tax detriment) realized by such Indemnitee as a result of any reimbursement received and payment made by such Indemnitee pursuant to this sentence, provided that (i) no event of default has occurred and is continuing under any of the Financing Agreements, the Escrow Agent Agreements or this Agreement and (ii) such Indemnitee shall have no obligation to reimburse the Company if the Company has not paid such Indemnitee all amounts required pursuant to this Section 10 and any other amounts then due to such Indemnitee from the Company under any of the Financing Agreements, the Escrow Agent Agreements or this Agreement.

The Company’s obligations under the indemnities provided for in this Agreement shall be those of a primary obligor, whether or not the Person indemnified shall also be indemnified with respect to the same matter under the terms of any other document or instrument, and the Person seeking indemnification from the Company pursuant to this Section 10 may proceed directly against the Company without first seeking to enforce any other right of indemnification.

Section 11. Termination. This Agreement shall terminate on the Delivery Period Termination Date or, if earlier, the date on which Equipment Notes issued with respect to all of the Aircraft have been purchased by the Pass Through Trustees in accordance with this Agreement; provided, that, the provisions of Sections 7, 8, 9 and 10 hereof shall survive any termination of this Agreement.

Section 12. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Note Purchase Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHWEST AIRLINES, INC.

By: /s/ Daniel B. Matthews
Name: Daniel B. Matthews
Title: Senior Vice President and Treasurer
Address: 2700 Lone Oak Parkway
Eagan, Minnesota 55121-1534

Attention: Daniel B. Matthews
Facsimile: 612-726-2221

[CITIBANK, N.A., as Escrow Agent]

By: /s/ Barbara E. Bennett
Name: Barbara E. Bennett
Title: Vice President
Address: Agency & Trust
U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity, except as otherwise provided herein, but solely as Pass Through Trustee

By: /s/ John G. Correia
Name: John G. Correia
Title: Vice President
U.S. Bank Trust National Association
300 Delaware Avenue, 9th Floor
Mail Code EX-DE-WDAW
Wilmington, Delaware 19801
Attention: Corporate Trust Services
Ref.: Northwest 2007-1 EETC
Telephone: (302) 576-3703
Facsimile: (302) 576-3717

[Signature Page to the Note Purchase Agreement]

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, except as otherwise provided herein, but solely as Subordination Agent

By: /s/ John G. Correia
Name: John G. Correia
Title: Vice President
U.S. Bank National Association
One Federal Street, 3rd Floor
Boston, Massachusetts 02110
Attention: Corporate Trust Administration
Ref.: Northwest 2007-1 EETC
Telephone: (617) 603-6566
Facsimile: (617) 603-6665

[Signature Page to the Note Purchase Agreement]
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**SCHEDULE II TO**

**NOTE PURCHASE AGREEMENT**

**TRUST SUPPLEMENTS**

Trust Supplement, dated as of the Issuance Date, among the Company, NWA Corp. and the Pass Through Trustee in respect of Northwest Airlines Pass Through Trust, Series 2007-1A.

Trust Supplement, dated as of the Issuance Date, among the Company, NWA Corp. and the Pass Through Trustee in respect of Northwest Airlines Pass Through Trust, Series 2007-1B.

**SCHEDULE III TO**

**NOTE PURCHASE AGREEMENT**

**DEPOSIT AGREEMENTS**

Deposit Agreement (Class A), dated as of the Issuance Date, between the Depositary and the Escrow Agent.

Deposit Agreement (Class B), dated as of the Issuance Date, between the Depositary and the Escrow Agent.

**SCHEDULE IV TO**

**NOTE PURCHASE AGREEMENT**

**ESCROW AND PAYING AGENT AGREEMENTS**

Escrow and Paying Agent Agreement (Class A), dated as of the Issuance Date, among the Escrow Agent, the Underwriters, the Pass Through Trustee and the Paying Agent.

Escrow and Paying Agent Agreement (Class B), dated as of the Issuance Date, among the Escrow Agent, the Underwriters, the Pass Through Trustee and the Paying Agent.
## AGGREGATE AMORTIZATION SCHEDULE

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## SCHEDULE VI TO NOTE PURCHASE AGREEMENT

### REQUIRED TERMS

**Equipment Notes**

**Obligor:** Northwest Airlines, Inc. (“Northwest”)

**Principal Amount:**

The initial principal amount and amortization schedule of the Series A Equipment Notes and Series B Equipment Notes issued with respect to an Aircraft shall be as set forth in the following tables for such Aircraft:

**Series A Equipment Amortization Payments (in dollars)**
Series B Equipment Amortization Payments (in dollars)
N612CZ

N613CZ

N614CZ

N615CZ

N616CZ

N617CZ

N619CZ

N620CZ

N621CZ

N622CZ

N623CZ

N624CZ

N625CZ

N626CZ

1-May-09

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1-Nov-09

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**Indenture**

Debt Rate (as such term is defined in the form of Indenture marked as Exhibit A-2 of the Note Purchase Agreement (the “Indenture Form”)) for Series A (computed on the basis of a 360-day year consisting of twelve 30-day months, payable semi-annually in arrears): 7.027 %

Debt Rate for Series B (computed on the basis of a 360-day year consisting of twelve 30-day months, payable semi-annually in arrears): 8.028 %

Past Due Rate: Debt Rate plus 2% per annum

Payment Dates: May 1 and November 1

Make-Whole Amount: As provided in Article II of the Indenture Form

Redemption: As provided in Article II of the Indenture Form

All-risk hull insurance: Not less than 105% of the unpaid principal amount of the Equipment Notes relating to an Aircraft, subject to Northwest’s right to self insurance and deductibles on terms no more favorable to Northwest in any material respect than those set forth in Section 7.04(d) of the Indenture Form.

**Participation Agreement**

The Indenture Trustee, Subordination Agent, Liquidity Provider, Pass Through Trustees and holders of Equipment Notes shall be indemnified against Expenses and Taxes to the extent set forth in Section 7 of the form of the Participation Agreement marked as Exhibit A-1 to the Note Purchase Agreement.

**Prohibited Modifications**

1. The parties may not modify in any material adverse respect the Granting Clause of the Indenture so as to deprive the holders of Equipment Notes or the Related Certificate Holders (as defined in the Indenture) of a first priority security interest in and mortgage lien on the Aircraft or, to the extent assigned thereunder, Northwest’s rights under the applicable Purchase Agreement (as defined in the Indenture) or to eliminate or modify any of the obligations intended to be secured thereby or otherwise modify in any material adverse respect as regards the interests of the holders of Equipment Notes, the Related Certificate Holders, the Subordination Agent, the Liquidity Provider or the Indenture Trustee the provisions of Article II or III or Sections 7.06(a) and (b) (insofar as such Sections relate to conditions to Airframe and Engine replacement), 4.01, 4.02, 5.02, 10.01(a), 11.04, 11.11, 11.12 or 11.13 of the Indenture or the definition of “Make-Whole Amount” in Annex A to the Indenture.

2. The parties may not modify in any material adverse respect as regards the interests of the holders of Equipment Notes, the Subordination Agent, the Liquidity Provider or the Indenture Trustee the provisions of Sections 4(a)(ix)(1) and (2), 4(a)(xix), 8(q), 8(z) or the third, fourth, fifth and sixth sentences of Section 15(c) of the Participation Agreement or 15(e), or the provisions of Sections 4(a)(xi), (xii), (xv), (xvi), (xxiii) and (xxv) of the Participation Agreement so as to eliminate the requirement to deliver to the Loan Participant or the Indenture Trustee, as the case
may be, the legal opinions to be provided to such Persons thereunder (recognizing that the lawyers rendering such opinions may be changed) or of the provisions of Section 8(f) of the Participation Agreement as regards the rights of the Indenture Trustee thereunder or otherwise modify the terms of the Participation Agreement to deprive the Pass Through Trustees, the Subordination Agent, the Liquidity Provider or the Indenture Trustee of any indemnity or right of reimbursement in its favor for Expenses or Taxes.

Notwithstanding the foregoing or anything contained in the Note Purchase Agreement to the contrary, any form of Financing Agreement may be modified to correct or supplement any such provision which may be defective or to cure any ambiguity or correct any mistake, provided that any such action shall not materially adversely affect the interests of the holders of Equipment Notes, the Related Certificate Holders, the Subordination Agent, the Liquidity Provider, the Indenture Trustee or the Certificateholders.

ANNEX A TO
NOTE PURCHASE AGREEMENT
DEFINITIONS


“Additional Series Equipment Notes” means Equipment Notes of each series issued under an Indenture and designated other than as “Series A” or “Series B” issued thereunder, if any.

“Additional Trust” has the meaning assigned to such term in Section 9.1 of the Intercreditor Agreement.

“Affiliate” means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person. For purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities or by contract or otherwise and “controlling,” “controlled by” and “under common control with” have correlative meanings.

“Aircraft” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Aircraft Purchase Agreement” means the Purchase Agreement COM0010-06, between Embraer and the Company dated October 5, 2006 (including, in each case, all exhibits thereto, together with all letter agreements entered into that by their terms constitute part of any such Purchase Agreement).

“Assumed Amortization Schedule” means Schedule V to the Note Purchase Agreement.

“Average Life Date” means, for any Equipment Note, the date which follows the time of determination by a period equal to the Remaining Weighted Average Life of such Equipment Note.


“Basic Pass Through Trust Agreement” means the Pass Through Trust Agreement, dated as of June 3, 1999, among the Company, Northwest Airlines Corporation and the Pass Through Trustee (as successor in interest to State Street Bank and Trust Company of Connecticut, National Association), as amended, supplemented or modified, but does not include any Trust Supplement.

“Business Day” means any day, other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close in New York, New York, Minneapolis, Minnesota, Wilmington, Delaware or Boston, Massachusetts.
“Certificate” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Certificateholder” means the Person in whose name a Certificate is registered in the Register.

“Class” means the class of Certificates issued by each Trust.

“Class A Certificates” means the Class A Certificates issued by the Class A Trust.

“Class A Trust” means the Northwest Airlines Pass Through Trust, Class 2007-1A formed pursuant to the Basic Pass Through Trust Agreement and Class A Trust Supplement.

“Class A Trust Supplement” means Trust Supplement No. 2007-1A, dated as of October 10, 2007, by and among the Guarantor, the Company and the Pass Through Trustee, as amended, supplemented or modified, to the Basic Pass Through Trust Agreement.

“Class B Certificates” means Certificates issued by the Class B Trust.

“Class B Trust” means the Northwest Airlines Pass Through Trust, Class 2007-1B formed pursuant to the Basic Pass Through Trust Agreement and Class B Trust Supplement.

“Class B Trust Supplement” means Trust Supplement No. 2007-1B, dated as of October 10, 2007, by and among the Guarantor, the Company and the Pass Through Trustee, as amended, supplemented or modified, to the Basic Pass Through Trust Agreement.

“Closing Date” means the Business Day on which a closing occurs under the Financing Agreements.

“Closing Notice” has the meaning set forth in Section 2(b) of the Note Purchase Agreement.

“Company” means Northwest Airlines, Inc., a Minnesota corporation.

“Cut-Off Date” means the earlier of (a) the day after the Delivery Period Termination Date and (b) the date on which a Triggering Event occurs.

“Delivery Period Termination Date” means March 31, 2009.

“Deposit” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Deposit Account” means with respect to any Trust an account established under Section 1.2 of the Deposit Agreement relating to such Trust.

“Deposit Agreement” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Depositary” means Credit Suisse, New York Branch.

“Depositary Threshold Rating” means, with respect to the Depositary or any Replacement Depositary, short-term issuer rating of A-1+ from Standard & Poor’s and P-1 from Moody’s.

“Embraer” means Embraer-Empresa Brasileira de Aeronáutica SA, a Brazilian corporation.
“Equipment Notes” means and includes any secured certificates issued under any Indenture in the form specified in Section 2.01 thereof (as such form may be varied pursuant to the terms of such Indenture), any Additional Series Equipment Notes issued under any Indenture pursuant to Section 2.02 thereof, any Refinancing Equipment Notes issued in accordance with the terms of Section 2.11(b) of any Indenture and Section 5(a)(i) of the Note Purchase Agreement or any Equipment Note issued under any Indenture in exchange for or replacement of any other Equipment Note.

“Escrow Agent” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Escrow and Paying Agent Agreement” has the meaning set forth in the recitals to the Note Purchase Agreement.

“FAA” means the Federal Aviation Administration of the United States.

“Fee Letter” means the Fee Letter dated as of the date of the Note Purchase Agreement among the Liquidity Provider, the Subordination Agent and Northwest with respect to the Liquidity Facilities.

“Final Withdrawal” with respect to each Escrow and Paying Agent Agreement, has the meaning set forth in Section 1.2 thereof.

“Financing Agreements” for an Aircraft means, collectively, the Participation Agreement, the Guarantee and the Indenture therefor, and the Equipment Notes issued under such Indenture.

“Government Entity” means (a) any federal, state, provincial or similar government, and any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any such government or otherwise exercising any executive, legislative, judicial, administrative or regulatory functions of such government or (b) any other government entity having jurisdiction over any matter contemplated by the Operative Documents or relating to the observance or performance of the obligations of any of the parties to the Operative Documents.

“Guarantee” means a Guarantee substantially in the form of Exhibit A-3 to the Note Purchase Agreement, whereby Northwest Airlines Corporation guarantees the Company’s obligations under an Indenture.

“Guarantor” means Northwest Airlines Corporation, a Delaware corporation, and its successors and assigns.

“Indemnitee” means the Escrow Agent and the Paying Agent.

“Indenture” means a Trust Indenture and Security Agreement substantially in the form of Exhibit A-2 to the Note Purchase Agreement.

“Intercreditor Agreement” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Issuance Date” means the date of the original issuance of the Certificates.

“Law” means (a) any constitution, treaty, statute, law, decree, regulation, order, rule or directive of any Government Entity, and (b) any judicial or administrative interpretation or application of, or decision under, any of the foregoing.

“Liquidity Facility” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Liquidity Provider” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Loan Trustee” means the “Indenture Trustee” as defined in the Financing Agreements.
“Note Purchase Agreement” means the Note Purchase Agreement to which this Annex A is attached.

“Notice of Purchase Withdrawal” with respect to each Deposit Agreement, has the meaning set forth in Section 2.3 thereof.

“NWA Corp.” means Northwest Airlines Corporation, a Delaware corporation.

“Operative Documents” means, collectively, the Pass Through Trust Agreements, the Escrow and Paying Agent Agreements, the Deposit Agreements, the Liquidity Facilities, the Intercreditor Agreement, the Certificates and the Financing Agreements.

“Participation Agreement” means a Participation Agreement substantially in the form of Exhibit A-1 to the Note Purchase Agreement.

“Pass Through Trust Agreement” means each of the three separate Trust Supplements, together in each case with the Basic Pass Through Trust Agreement, each dated as of the Issuance Date by and among the Company, the Guarantor and Pass Through Trustee.

“Pass Through Trustee” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Paying Agent” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Person” means any individual, firm, partnership, joint venture, trust, trustee, Government Entity, organization, association, corporation, government agency, committee, department, authority and other body, corporate or incorporate, whether having distinct legal status or not, or any member of any of the same.

“Rating Agencies” means, collectively, at any time, each nationally recognized rating agency which shall have been requested to rate the Certificates and which shall then be rating the Certificates. The initial Rating Agencies will be Moody’s Investors Service, Inc. and Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Rating Agency Confirmation” means, with respect to any action or event subject thereto, a written confirmation from each of the Rating Agencies that such action or event would not result in (i) a reduction of the rating for any Class of Certificates below the then current rating for such Class of Certificates or (ii) a withdrawal or suspension of the rating of any Class of Certificates.

“Refinancing Equipment Notes” has the meaning assigned to such term in Section 9.1(c) of the Intercreditor Agreement.

“Register” means the register maintained pursuant to Sections 3.04 and 7.11 of the Basic Pass Through Trust Agreement with respect to each Trust.

“Regular Distribution Dates” shall mean May 1 and November 1 of each year, commencing May 1, 2008.

“Remaining Weighted Average Life” means, with respect to any Equipment Note, at the redemption date of such Equipment Note, the number of days equal to the quotient obtained by dividing (a) the sum of each of the products obtained by multiplying (i) the amount of each then remaining installment of principal of such Equipment Note, including the payment due on the maturity date of such Equipment Note by (ii) the number of days from and including the redemption date to but excluding the schedule payment date of such principal installment, by (b) the then unpaid principal amount of such Equipment Note.

“Replacement Depositary” has the meaning set forth in Section 5(a)(v) of the Note Purchase Agreement.
“Replacement Deposit Agreement” means, for any Class of Certificates, a deposit agreement substantially in the form of the replaced Deposit Agreement for such Class of Certificates as shall permit the Rating Agencies to confirm in writing their respective ratings then in effect for such Class of Certificates (before the downgrading of such ratings, if any, as a result of the downgrading of the Depositary).

“Required Terms” means, the terms set forth on Schedule VI to the Note Purchase Agreement.

“Scheduled Closing Date” has the meaning set forth in Section 2(b) hereof.

“Section 1110” means 11 U.S.C. § 1110 of the Bankruptcy Code or any successor or analogous Section of the federal bankruptcy law in effect from time to time.

“Series A Equipment Notes” means Equipment Notes issued under an Indenture and designated as “Series A” thereunder.

“Series B Equipment Notes” means Equipment Notes issued under an Indenture and designated as “Series B” thereunder.

“Subordination Agent” has the meaning set forth in the first paragraph of the Note Purchase Agreement.

“Substitute Aircraft” has the meaning set forth in Section 2(g) of the Note Purchase Agreement.

“Substitute Closing Date” has the meaning set forth in Section 2(e) of the Note Purchase Agreement.

“Taxes” means all license, recording, documentary, registration and other similar fees and all taxes, levies, imposts, duties, charges, assessments or withholdings of any nature whatsoever imposed by any Taxing Authority, together with any penalties, additions to tax, fines or interest thereon or additions thereto.

“Taxing Authority” means any federal, state or local government or other taxing authority in the United States, any foreign government or any political subdivision or taxing authority thereof, any international taxing authority or any territory or possession of the United States or any taxing authority thereof.

“Treasury Yield” means, at the time of determination with respect to any Equipment Note, the interest rate (expressed as a semiannual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield) determined to be the per annum rate equal to the semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note and trading in the public securities market either as determined by interpolation between the most recent weekly average yield to maturity for two series of United States Treasury securities, trading in the public securities markets, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Equipment Note and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Equipment Note, in each case as published in the most recent H.15(519) or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Equipment Note is reported on the most recent H.15(519), such weekly average yield to maturity as published in such H.15(519). “H.15(519)” means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System. The date of determination of a Make-Whole Amount shall be the third Business Day prior to the applicable redemption date and the “most recent H.15(519)” means the H.15(519) published prior to the close of business on the third Business Day prior to the applicable redemption date.

“Triggering Event” has the meaning assigned to such term in the Intercreditor Agreement.

“Trust” means the Class A Trust, the Class B Trust or, upon its formation, any Additional Trust.

“Trust Supplement” means an agreement supplemental to the Basic Pass Through Trust Agreement pursuant to which (i) a separate trust is created for the benefit of the holders of the Certificates of a class, (ii) the issuance of the Certificates of such class representing fractional undivided interests in such trust is authorized and (iii) the terms of the Certificates of such Class are established.
“Underwriters” has the meaning set forth in the recitals to the Note Purchase Agreement.

“Underwriting Agreement” has the meaning set forth in the recitals to the Note Purchase Agreement.
PARTICIPATION AGREEMENT

Dated as of

Among

NORTHWEST AIRLINES, INC.,
Owner,

NORTHWEST AIRLINES CORPORATION,
Guarantor,

U.S. BANK TRUST NATIONAL ASSOCIATION,
Pass Through Trustee under each of the Pass Through Trust Agreements,

U.S. BANK NATIONAL ASSOCIATION,
Subordination Agent,

and

U.S. BANK NATIONAL ASSOCIATION,
in its Individual Capacity and as Indenture Trustee

One Embraer ERJ 170-200 LR Aircraft

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SCHEDULE I - Names and Addresses

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EXHIBITS

Exhibit A - Schedule of Countries Authorized for Reregistration
Exhibit B-1 - Form of Opinion of Simpson Thacher & Bartlett LLP, special counsel for the Owner and the Guarantor
Exhibit B-2 - Form of Opinion of Cadwalader, Wickersham & Taft LLP, special counsel for the Owner and the Guarantor
Exhibit B-3 - Form of Opinion of Cadwalader, Wickersham & Taft LLP, special counsel for the Owner and the Guarantor
Exhibit B-4 - Form of Opinion of the Owner’s Legal Department
Exhibit C - Form of Opinion of counsel for the Manufacturer
Exhibit D - Form of Opinion of Daugherty, Fowler, Peregrin, Haught & Jenson, P.C.
Exhibit E - Form of Opinion of Shipman & Goodwin LLP, special counsel for the Indenture Trustee
Exhibit F - Form of §1110 Opinion of Cadwalader, Wickersham & Taft LLP, special counsel for the Owner
Exhibit G-1 - Form of Opinion of Shipman & Goodwin LLP, special counsel for the Pass Through Trustee
PARTICIPATION AGREEMENT

[NW  ]

THIS PARTICIPATION AGREEMENT [NW  ] dated as of [     ], among (i) NORTHWEST AIRLINES, INC., a Minnesota corporation (the “Owner”), (ii) NORTHWEST AIRLINES CORPORATION, a Delaware corporation (the “Guarantor”), (iii) U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity except as otherwise provided herein, but solely as trustee (in such capacity, the “Pass Through Trustee”) under each of two separate Pass Through Trust Agreements (as defined below), (iv) U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely as subordination agent and trustee (in such capacity, the “Subordination Agent”) under the Intercreditor Agreement (defined below), and (v) U.S. BANK NATIONAL ASSOCIATION, a national banking association, in its individual capacity and as Indenture Trustee under the Trust Indenture (as hereinafter defined) (herein, in such latter capacity together with any successor indenture trustee, called the “Indenture Trustee”) (this “Agreement”);

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement between the Owner and the Manufacturer, the Manufacturer has agreed to sell to the Owner, among other things, certain Embraer ERJ 170-200 LR aircraft, including the Aircraft which has been or is being delivered by the Manufacturer to the Owner and is the subject of this Agreement;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Manufacturer has executed the Manufacturer’s Consent (MSN [     ]) (herein called the “Consent and Agreement”);

WHEREAS, the Indenture Trustee and the Owner concurrently with the execution and delivery of this Agreement are entering into the Trust Indenture and Security Agreement [NW     ], dated as of the date hereof (said Trust Indenture and Security Agreement, as the same may be amended or supplemented from time to time, being herein called the “Trust Indenture”, such term to include, unless the context otherwise requires, the Trust Indenture Supplement referred to below) pursuant to which the Owner will issue secured certificates substantially in the form set forth in Section 2.01 thereof (the “Secured Certificates”, and individually, a “Secured Certificate”) in two series, which Secured Certificates are to be secured by the mortgage and security interests created by the Owner in favor of the Indenture Trustee, and the Owner shall execute and deliver a Trust Indenture Supplement substantially in the form of Exhibit A to the Trust Indenture (the “Trust Indenture Supplement”) covering the Aircraft, supplementing the Trust Indenture;

WHEREAS, concurrently with the execution and delivery of this Agreement; the Guarantor is entering into a Guarantee [NW     ], dated as of the date hereof, pursuant to which the Guarantor guarantees certain obligations of the Owner under the Operative Documents (the “Guarantee”);

WHEREAS, pursuant to the Pass Through Trust Agreement and each of the Pass Through Trust Supplements set forth in Schedule III hereto (collectively, the “Pass Through Trust Agreements”), on the Issuance Date two separate trusts (collectively, the “Pass Through Trusts” and, individually, a “Pass Through Trust”) were created to facilitate the transactions contemplated hereby, including, without limitation, the issuance and sale by each Pass Through Trust of pass through certificates pursuant thereto (collectively, the “Certificates”);
WHEREAS, the proceeds from the issuance and sale of the Certificates by each Pass Through Trust will be applied in part by the Pass Through Trustee on the Closing Date to purchase from the Owner, on behalf of each Pass Through Trust, all of the Secured Certificates bearing the same interest rate as the Certificates issued by such Pass Through Trust;

WHEREAS, on the Issuance Date (i) Calyon, acting through its New York branch, (the “Liquidity Provider”) entered into two revolving credit agreements (each, a “Liquidity Facility”), one for the benefit of the holders of Certificates of each Pass Through Trust, with the Subordination Agent, as agent for the Pass Through Trustee on behalf of each such Pass Through Trust; and (ii) the Pass Through Trustee, the Liquidity Provider and the Subordination Agent entered into the Intercreditor Agreement, dated October 10, 2007;

WHEREAS, the Secured Certificates will be held by the Subordination Agent pursuant to the Intercreditor Agreement on behalf of the Pass Through Trusts;

WHEREAS, in order to facilitate the transactions contemplated hereby, the Owner and the Guarantor have entered into the Underwriting Agreement, dated as of October 2, 2007, among the Owner, the Guarantor and the several underwriters named therein (the “Underwriting Agreement”); and

WHEREAS, certain terms are used herein as defined in Section 13(a) hereof;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. Purchase of Secured Certificates by Pass Through Trustees. (a) Purchase of Secured Certificates by Pass Through Trustees. Subject to the terms and conditions of this Agreement, the Pass Through Trustee for each Pass Through Trust agrees to purchase the Secured Certificates set forth on Schedule II opposite the name of such Pass Through Trust by paying to the Owner the aggregate purchase price of the Secured Certificates being issued to such Pass Through Trustee as set forth on Schedule II opposite the name of such Pass Through Trust. The Pass Through Trustees shall make such payments to the Owner on a date to be designated pursuant to Section 2 hereof, but in no event later than [ ], by transferring to the account of the Owner at USBank, Minneapolis, ABA No. 091-000-022, Account No. 1502-5009-9440, Reference: Northwest/NW [ ], not later than 9:30 a.m., New York City time, on the Closing Date in immediately available funds in Dollars, the amount set forth opposite the name of such Pass Through Trust on Schedule II hereto.

Upon the occurrence of the above transfers by the Pass Through Trustee for each Pass Through Trust to the Owner, the Owner shall issue, pursuant to Article II of the Trust Indenture, to the Subordination Agent on behalf of the Pass Through Trustee for each of the Pass Through Trusts, Secured Certificates of the maturity and aggregate principal amount, bearing the interest rate and for the purchase price set forth on Schedule II hereto opposite the name of such Pass Through Trust.

In addition, the Owner may, from time to time, (i) subject to the terms and conditions specified in Section 2.11(b) of the Trust Indenture, Section 5(a)(i) of the Note Purchase Agreement and Section 9.1(c) of the Intercreditor Agreement, redeem and reissue the Series B Secured Certificates and (ii) subject to the terms of Section 2.02 of the Trust Indenture, Section 5(a)(i) of the Note Purchase Agreement and Section 9.1(d) of the Intercreditor Agreement, issue Additional Series of Secured Certificates. In connection with any such reissuance of Series B Secured Certificates or any such issuance of Additional Series Secured Certificates, the applicable Pass Through Trustee for the applicable Pass Through Trust, in the case of a reissuance of Series B Secured Certificates, or a new pass through trustee for a new pass through trust, in the case of an issuance of Additional Series Secured Certificates, as applicable, shall purchase such Secured Certificates issued by the Owner on the date of issuance of such Secured Certificates in accordance with the procedures specified in this Section 1(a).

(b) [Intentionally Omitted].

(c) General Provisions. The amount of the payment of each Pass Through Trustee to be made as provided above is hereinafter called such party’s “Commitment” for the Aircraft.
SECTION 2. **Owner’s Notice of Closing Date.** The Owner agrees to give the Pass Through Trustee and the Indenture Trustee at least two Business Days’ telecopy or other written notice of the Closing Date, which Closing Date shall be a Business Day, which notice shall specify the amount of each Pass Through Trustee’s Commitment for the Aircraft. As to each Pass Through Trustee, the making of its Commitment for the Aircraft available in the manner required by Section 1 shall constitute a waiver of such notice.

SECTION 3. [Intentionally Omitted].

SECTION 4. **Conditions.** (a) **Conditions Precedent to Purchase of Secured Certificates.** It is agreed that the obligations of each Pass Through Trustee to purchase Secured Certificates and to make available the amount of its Commitment is subject to the satisfaction prior to or on the Closing Date of the following conditions precedent:

(i) The Pass Through Trustee shall have received due notice with respect to such participation pursuant to Section 2 hereof (or shall have waived such notice either in writing or as provided in Section 2).

(ii) No change shall have occurred after the date of the execution and delivery of this Agreement in applicable law or regulations or guidelines or interpretations thereof by appropriate regulatory authorities which would make it a violation of law or regulations or guidelines for the Pass Through Trustee to make its Commitment available in accordance with Section 1 hereof.

(iii) [Intentionally Omitted].

(iv) [Intentionally Omitted].

(v) The following documents shall have been duly authorized, executed and delivered by the respective party or parties thereto, shall each be satisfactory in form and substance to the Pass Through Trustee and shall be in full force and effect and executed counterparts shall have been delivered to the Pass Through Trustee or its counsel, provided that only the Subordination Agent on behalf of each Pass Through Trustee shall receive an executed original of such Pass Through Trustee’s respective Secured Certificate and provided, further, that an excerpted copy of the Purchase Agreement shall only be delivered to and retained by the Indenture Trustee, which copy may be inspected and reviewed by the Indenture Trustee if and only if there shall occur and be continuing an Event of Default:

1. an excerpted copy of the Purchase Agreement (insofar as it relates to the Aircraft);
2. the Trust Indenture;
3. the Trust Indenture Supplement covering the Aircraft dated the Closing Date;
4. the Secured Certificates;
5. the Consent and Agreement; and
6. the Guarantee.

In addition, the Pass Through Trustee shall have received executed counterparts or conformed copies of the following documents:

1. each of the Pass Through Trust Agreements;
2. the Intercreditor Agreement; and
3. the Liquidity Facility for each of the Pass Through Trusts.
A Uniform Commercial Code financing statement or statements covering all the security interests created by or pursuant to the Granting Clause of the Trust Indenture that are not covered by the recording system established by the Federal Aviation Act shall have been executed and delivered by the Owner, and such financing statement or statements shall have been duly filed in all places necessary or advisable, and any additional Uniform Commercial Code financing statements deemed advisable by the Pass Through Trustee shall have been executed and delivered by the Owner and duly filed.

(vii) The Pass Through Trustee shall have received the following:

(A)(1) an incumbency certificate of the Owner and the Guarantor (as the case may be) as to the person or persons authorized to execute and deliver this Agreement, the Pass Through Trust Agreements, the Guarantee and any other documents to be executed on behalf of the Owner or the Guarantor (as the case may be) in connection with the transactions contemplated hereby and the signatures of such person or persons;

(2) a copy of the resolutions of the board of directors of the Owner and the Guarantor or the executive committee thereof, certified by the Secretary or an Assistant Secretary of the Owner and the Guarantor (as the case may be), duly authorizing the transactions contemplated hereby and the execution and delivery of each of the documents required to be executed and delivered on behalf of the Owner or the Guarantor (as the case may be) in connection with the transactions contemplated hereby; and

(3) a copy of the certificate of incorporation of the Owner and the Guarantor, certified by the Secretary of State of the State of Minnesota in the case of the Owner and certified by the Secretary of State of the State of Delaware in the case of the Guarantor, a copy of the by-laws of the Owner and the Guarantor, certified by the Secretary or Assistant Secretary of the Owner and the Guarantor (as the case may be), and a certificate or other evidence from the Secretary of State of the State of Minnesota in the case of the Owner and from the Secretary of State of the State of Delaware in the case of the Guarantor, dated as of a date reasonably near the Closing Date, as to the due incorporation and good standing of the Owner or the Guarantor (as the case may be) in such state.

(B)(1) an incumbency certificate of the Indenture Trustee as to the person or persons authorized to execute and deliver this Agreement, the Trust Indenture and any other documents to be executed on behalf of the Indenture Trustee in connection with the transactions contemplated hereby and the signatures of such person or persons;

(2) a copy of the resolutions of the board of directors of the Indenture Trustee, certified by the Secretary or an Assistant Secretary of the Indenture Trustee, duly authorizing the transactions contemplated hereby and the execution and delivery of each of the documents required to be executed and delivered on behalf of the Indenture Trustee in connection with the transactions contemplated hereby;

(3) a copy of the articles of association and by-laws of the Indenture Trustee, each certified by the Secretary or an Assistant Secretary of the Indenture Trustee; and

(4) a certificate signed by an authorized officer of the Indenture Trustee, dated the Closing Date, certifying that the representations and warranties contained herein of the Indenture Trustee are correct as though made on and as of the Closing Date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date).
All appropriate action required to have been taken prior to the Closing Date in connection with the transactions contemplated by this Agreement shall have been taken by the Federal Aviation Administration, the International Registry, or any governmental or political agency, subdivision or instrumentality of the United States, and all orders, permits, waivers, authorizations, exemptions and approvals of such entities required to be in effect on the Closing Date in connection with the transactions contemplated by this Agreement shall have been issued, and all such orders, permits, waivers, authorizations, exemptions and approvals shall be in full force and effect on the Closing Date.

On the Closing Date the Pass Through Trustee shall have received a certificate signed by an authorized officer of the Owner (and with respect to the matters set forth in clause (4) below, the Guarantor) to the effect that:

1. The Aircraft has been duly certified by the Federal Aviation Administration as to type and has a current certificate of airworthiness, and the Owner has good title to the Aircraft free and clear of Liens other than Permitted Liens;

2. The Trust Indenture and the Trust Indenture Supplement covering the Aircraft shall have been duly filed for recordation (or shall be in the process of being so duly filed for recordation) with the Federal Aviation Administration;

3. Application for registration of the Aircraft in the name of the Owner has been duly made with the Federal Aviation Administration;

4. The representations and warranties contained herein of the Owner and the Guarantor are correct as though made on and as of the Closing Date, except to the extent that such representations and warranties (other than those contained in clause (F) of Section 7(a)(iv)) relate solely to an earlier date (in which case such representations and warranties were correct on and as of such earlier date).

The Owner and the Guarantor shall have entered into the Underwriting Agreement and each of the Pass Through Trust Agreements, the Certificates shall have been issued and sold pursuant to the Underwriting Agreement and the Pass Through Trust Agreements.

The Pass Through Trustee shall have received, addressed to the Pass Through Trustee and the Indenture Trustee, and reasonably satisfactory as to scope and substance to the Pass Through Trustee, an opinion substantially in the form of Exhibit B-1.
hereto from Simpson Thacher & Bartlett LLP, special counsel for the Owner and the Guarantor, opinions substantially in the form of Exhibit B-2 and Exhibit B-3 hereto from Cadwalader, Wickersham & Taft LLP, special counsel for the Owner and the Guarantor, and an opinion substantially in the form of Exhibit B-4 hereto from the Owner’s legal department.

(xii) The Pass Through Trustee shall have received, addressed to the Pass Through Trustee, the Indenture Trustee, the Guarantor and the Owner and reasonably satisfactory as to scope and substance to the Pass Through Trustee, the Guarantor and the Owner, an opinion substantially in the form of Exhibit C hereto from counsel to the Manufacturer.

(xiii) [Intentionally Omitted].

(xiv) [Intentionally Omitted].

(xv) The Pass Through Trustee shall have received, addressed to the Pass Through Trustee, the Indenture Trustee, the Guarantor and the Owner, and reasonably satisfactory as to scope and substance to the Pass Through Trustee, the Guarantor and the Owner, an opinion substantially in the form of Exhibit D hereto from Daugherty, Fowler, Peregrin, Haught & Jenson, P.C.

(xvi) The Pass Through Trustee shall have received, addressed to the Pass Through Trustee, the Guarantor and the Owner, and reasonably satisfactory as to scope and substance to the Pass Through Trustee, the Guarantor and the Owner, an opinion substantially in the form of Exhibit E hereto from Shipman & Goodwin LLP, special counsel for the Indenture Trustee.

(xvii) [Intentionally Omitted].

(xviii) The Pass Through Trustee shall have received an independent insurance broker’s report, in form and substance satisfactory to the Pass Through Trustee, as to the due compliance with the terms of Section 7.04 of the Trust Indenture relating to insurance with respect to the Aircraft.

(xix) The parties hereto shall have taken such actions (x) as may be necessary to designate, not later than the second Business Day preceding the Closing Date, Daugherty, Fowler, Peregrin, Haught & Jenson, P.C as its PUE in respect of all registrations in connection with the transactions contemplated hereby on the International Registry and (y) as may be necessary to register not later than the Closing Date each “contract of sale” and “international interest” created pursuant to the transactions contemplated hereby on the International Registry pursuant to the Cape Town Convention.

(xx) No action or proceeding shall have been instituted nor shall governmental action be threatened before any court or governmental agency, nor shall any order, judgment or decree have been issued or proposed to be issued by any court or governmental agency at the time of the Closing Date to set aside, restrain, enjoin or
prevent the completion and consummation of this Agreement or the transactions contemplated hereby.

(xxii) [Intentionally Omitted].

(xxiii) The Pass Through Trustee shall have received a favorable opinion substantially in the form of Exhibit F hereto addressed to the Pass Through Trustee, and reasonably satisfactory as to scope and substance to the Pass Through Trustee, from Cadwalader, Wickersham & Taft LLP, special counsel for the Owner, which opinion shall state (with customary assumptions and qualifications) that the Indenture Trustee would be entitled to the benefits of 11 U.S.C. §1110 with respect to the Aircraft.

(xxiv) [Intentionally Omitted].

(xxv) The Pass Through Trustee shall have received, addressed to the Pass Through Trustee, the Indenture Trustee, the Guarantor and the Owner, and reasonably satisfactory as to scope and substance, to the Pass Through Trustee, the Indenture Trustee and the Guarantor an opinion substantially in the form of Exhibit G-2 hereto from Shipman & Goodwin LLP, special counsel to the Subordination Agent.

Promptly upon the recording of the Trust Indenture and the Trust Indenture Supplement covering the Aircraft pursuant to the Federal Aviation Act, and the registration of the contract of sale and each international interest with respect to the Aircraft, the Trust Indenture and the Trust Indenture Supplement with the International Registry pursuant to the Cape Town Convention, the Owner will cause Daugherty, Fowler, Peregrin, Haught & Jenson, P.C., special counsel in Oklahoma City, Oklahoma, to deliver to the Pass Through Trustee, the Indenture Trustee and the Owner an opinion as to the due and valid registration of the Aircraft in the name of the Owner, the due recording of the Trust Indenture and such Trust Indenture Supplement, the lack of filing of any intervening documents or instruments with respect to the Aircraft, the registration of the contract of sale and the international interests pursuant to clause (xix) above on the International Registry.

(b) Conditions Precedent to the Obligations of the Owner and the Guarantor. It is agreed that the obligations of the Owner and the Guarantor to enter into the other Operative Documents are all subject to the fulfillment to the satisfaction of the Owner and the Guarantor prior to or on the Closing Date of the following conditions precedent:

(i) All appropriate action required to have been taken on or prior to the Closing Date in connection with the transactions contemplated by this Agreement shall have been taken by the Federal Aviation Administration, the International Registry, or any governmental or political agency, subdivision or instrumentality of the United States, and all orders, permits, waivers, exemptions, authorizations and approvals of such entities required to be in effect on the Closing Date in connection with the transactions contemplated by this Agreement shall have been issued, and all such orders, permits, waivers, exemptions, authorizations and approvals shall be in full force and effect on the Closing Date.

(ii) The condition specified in Section 4(a)(ii) hereof shall have been satisfied.

(iii) Those documents described in Section 4(a)(v) shall have been duly authorized, executed and delivered by the respective party or parties thereto (other than the Owner and the Guarantor) in the manner specified in Section 4(a)(v), shall each be satisfactory in form and substance to the Owner and the Guarantor, shall be in full force and effect on the Closing Date, and an executed counterpart of each thereof (other than the Secured Certificates) shall have been delivered to the Owner or its special counsel and the Guarantor or its special counsel.

(iv) The Owner and the Guarantor shall have received (A) each certificate referred to in Section 4(a)(vii) (other than the certificate referred to in clause (A) thereof), (B) a certificate signed by an authorized officer of the Pass Through Trustee, dated the Closing Date, certifying that the representations and warranties contained herein of the Pass Through Trustee are correct as though made on and as of the Closing Date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date), and (C)(1) an incumbency certificate of the Pass Through Trustee as to the person or persons authorized to execute and deliver this Agreement and any other documents to be executed on behalf of the Pass Through Trustee in connection with the transactions contemplated hereby and the signatures of such
person or persons; (2) a copy of the articles of association and by-laws of the Pass Through Trustee, each certified by the Secretary of
an Assistant Secretary of the Pass Through Trustee; and (3) such other documents and evidence with respect to the Pass Through
Trustee as the Owner or its special counsel and the Guarantor or its special counsel may reasonably request in order to establish the
due consummation of the transactions contemplated by this Agreement, the taking of all necessary action in connection therewith and
compliance with the conditions herein set forth.

(v) The Owner and the Guarantor shall have received (A) an opinion substantially in the form of Exhibit G-1 hereto
addressed to the Guarantor and the Owner of Shipman & Goodwin LLP, special counsel for the Pass Through Trustee, and
reasonably satisfactory as to scope and substance to the Guarantor and the Owner, and (B) the opinions set forth in Sections 4(a)(xii),
4(a)(xv), 4(a)(xvi) and 4(a)(xxv) in each case addressed to the Owner and the Guarantor and dated the Closing Date and in each case
in scope and substance reasonably satisfactory to the Owner and its special counsel and the Guarantor and its special counsel.

(vi) No action or proceeding shall have been instituted nor shall governmental action be threatened before any court or
governmental agency, nor shall any order, judgment or decree have been issued or proposed to be issued by any court or
governmental agency at the time of the Closing Date to set aside, restrain, enjoin or prevent the completion and consummation of this
Agreement or the transactions contemplated hereby.

(vii) No change shall have occurred after the date of the execution and delivery of this Agreement in applicable law or
regulations or guidelines or interpretations by

appropriate regulatory authorities which would make it a violation of law or regulations or guidelines for the Owner or the Guarantor
to enter into any transaction contemplated by the Operative Documents.

(viii) [Intentionally Omitted].

(ix) The Owner shall have been paid by the Pass Through Trustee for each Pass Through Trust the aggregate purchase
price set forth on Schedule II opposite the name of such Pass Through Trust.

SECTION 5. [Intentionally Omitted].

SECTION 6. Extent of Interest of Certificate Holders. No Certificate Holder or Related Certificate Holder (each term
as defined in the Trust Indenture) shall have any further interest in, or other right with respect to, the mortgage and security interests created
by the Trust Indenture when and if the principal of and interest on all Secured Certificates or Related Secured Certificates, as the case may be,
held by such holder and all other sums payable to such holder hereunder, under the Trust Indenture and under such Secured Certificates or
Related Secured Certificates shall have been paid in full.

SECTION 7. Representations and Warranties of the Owner and the Guarantor; Indemnities. (a) Representations
and Warranties. The Owner and the Guarantor represent and warrant to the Pass Through Trustee, the Indenture Trustee, the Liquidity
Provider and the Subordination Agent that as of the Closing Date:
each of the Owner and the Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, has the corporate power and authority to own or hold under lease its properties, has, or had on the respective dates of execution thereof, the corporate power and authority to enter into and perform its obligations under (i) in the case of the Owner, the Owner Documents, the Pass Through Trust Agreements, the Underwriting Agreement and the other Operative Documents to which it is a party and (ii) in the case of the Guarantor, this Agreement, the Pass Through Trust Agreements, the Underwriting Agreement and the other Operative Documents to which it is a party, and is duly qualified to do business as a foreign corporation in each state in which its operations or the nature of its business requires other than failures to so qualify which would not have a material adverse effect on the condition (financial or otherwise), consolidated business or properties of it and its subsidiaries considered as one enterprise;

(iii) the execution and delivery by the Owner or the Guarantor (as the case may be) of the Owner Documents, the Pass Through Trust Agreements, the Underwriting Agreement and each other Operative Document to which the Owner or the Guarantor (as the case may be) is a party, and the performance of the obligations of the Owner or the Guarantor (as the case may be) under the Owner Documents, the Pass Through Trust

Agreements, the Underwriting Agreement and each other Operative Document to which the Owner or the Guarantor (as the case may be) is a party, have been duly authorized by all necessary corporate action on the part of the Owner or the Guarantor, do not require any stockholder approval, or approval or consent of any trustee or holder of any material indebtedness or material obligations of the Owner or the Guarantor, except such as have been duly obtained and are in full force and effect, and do not contravene any law, governmental rule, regulation or order binding on the Owner or the Guarantor (as the case may be) or the certificate of incorporation or by-laws of the Owner or the Guarantor (as the case may be), or contravene the provisions of, or constitute a default under, or result in the creation of any Lien (other than Permitted Liens) upon the property of the Owner or the Guarantor (as the case may be) under, any indenture, mortgage, contract or other agreement to which the Owner or the Guarantor (as the case may be) is a party or by which it may be bound or affected which contravention, default or Lien, individually or in the aggregate, would be reasonably likely to have a material adverse effect on the condition (financial or otherwise), business or properties of the Guarantor and its subsidiaries considered as one enterprise;

(iv) neither the execution and delivery by the Owner or the Guarantor (as the case may be) of the Owner Documents, the Pass Through Trust Agreements, the Underwriting Agreement or any other Operative Document to which the Owner or the Guarantor (as the case may be) is a party, nor the performance of the obligations of the Owner or the Guarantor (as the case may be) under the Owner Documents, the Pass Through Trust Agreements, the Underwriting Agreement or the other Operative Documents to which the Owner or the Guarantor (as the case may be) is a party, requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, the Department of Transportation, the FAA, or any other federal, state, international or foreign governmental authority having jurisdiction over the Owner or the Guarantor, or the International Registry other than (A) the registration of the Certificates under the Securities Act of 1933, as amended, and under the securities laws of any state in which the Certificates may be offered for sale if the laws of such state require such action, (B) the qualification of the Pass Through Trust Agreements under the Trust Indenture Act of 1939, as amended, pursuant to an order of the Securities and Exchange Commission, (C) the orders, permits, waivers, exemptions, authorizations and approvals of the regulatory authorities having jurisdiction over the operation of the Aircraft by the Owner or any Lessee required to be obtained on or prior to the Closing Date, which orders, permits, waivers, exemptions, authorizations and approvals have been duly obtained and are, or on the Closing Date will be, in full force and effect (other than a flying time wire, all steps to obtain the issuance of which will have been, on the Closing Date, taken or caused to be taken by the Owner), (D) the registration of the Aircraft referred to in Section 4(a)(ix)(3), (E) the registrations and filings referred to in Section 7(a)(vi), and (F) authorizations, consents, approvals, actions, notices and filings required to be obtained, taken, given or made either only after the date hereof or the failure of which to obtain, take, give or make would not be reasonably likely to have a material adverse effect on the condition (financial or otherwise), business or properties of the Guarantor and its subsidiaries considered as one enterprise;
(v) this Agreement, each of the other the Owner Documents, the Pass Through Trust Agreements and the Guarantee constitute the legal, valid and binding obligations of the Owner or the Guarantor (as the case may be) enforceable against the Owner or the Guarantor (as the case may be) in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the rights of creditors or lessors generally and by general principles of equity, whether considered in a proceeding at law or in equity, and except, in the case of the Trust Indenture, as limited by applicable laws which may affect the remedies provided in the Trust Indenture, which laws, however, do not make the remedies provided in the Trust Indenture inadequate for practical realization of the benefits intended to be afforded thereby;

(vi) except for (A) the filing for recording pursuant to the Federal Aviation Act of a bill of sale on AC form 8050-2 (or such other form as may be approved by the FAA) relating to the Aircraft from the Manufacturer to the Owner, (B) the registration of the Aircraft pursuant to the Federal Aviation Act, (C) the filing for recording pursuant to the Federal Aviation Act of the Trust Indenture and the Trust Indenture Supplement covering the Aircraft attached thereto and made a part thereof, (D) the filing of financing statements (and continuation statements at periodic intervals) with respect to the security interests created by such documents under the Uniform Commercial Code of Minnesota and such other states as may be specified in the opinions furnished pursuant to Section 4(a)(xi) hereof, (E) the taking of possession by the Indenture Trustee of the original counterparts, (F) the filing with the FAA of an FAA Entry Point Filing Form – AC Form 8050-135, the procurement of a unique authorization code for the registration of, and the actual registration of, the ownership interest of the Owner in each aircraft object comprising the Aircraft represented by each contract of sale constituting the FAA Bill of Sale, the filing with the FAA of an FAA Entry Point Filing Form – AC Form 8050-135 as to the international interest of the Indenture Trustee with respect to such aircraft object and the procurement of a unique authorization code for such aircraft object and the registration of the Indenture Trustee’s international interest in such aircraft object with the International Registry and (G) the registration of an international interest in respect of the Trust Indenture and Trust Indenture Supplement in respect of each aircraft object on the International Registry pursuant to the Cape Town Convention, no further filing or recording of any document (including any financing statement in respect thereof under Article 9 of the Uniform Commercial Code of any applicable jurisdiction) is necessary under the laws of the United States of America or any State thereof in order to perfect the security interest in favor of the Indenture Trustee in the Aircraft as against the Owner and any third parties in any applicable jurisdiction in the United States;

(vii) neither the Owner, the Guarantor nor any of their affiliates has directly or indirectly offered the Certificates for sale to any Person other than in a manner permitted by the Securities Act of 1933, as amended, and by the rules and regulations thereunder;

(viii) neither the Owner nor the Guarantor is an “investment company” within the meaning of the Investment Company Act of 1940, as amended;
(ix) no event has occurred and is continuing which constitutes an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time lapse or both;

(x) no event has occurred and is continuing which constitutes an Event of Loss or would constitute an Event of Loss with the lapse of time;

(xi) the Owner is solvent and has no intention or belief that it is about to incur debts beyond its ability to pay as they mature;

(xii) none of the proceeds from the issuance of the Secured Certificates will be used directly or indirectly by the Owner to purchase or carry any “margin security” as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System; and

(xiii) on the Closing Date, all sales or use tax then due and for which the Owner is responsible pursuant to Section 7(b)(i) hereof shall have been paid, other than such taxes which are being contested by the Owner in good faith and by appropriate proceedings so long as such proceedings do not involve any material risk of the sale, forfeiture or loss of the Aircraft.

(b) "General Tax Indemnity. Exhibit H, which is a complete statement of the provisions of Section 7(b), is incorporated herein in its entirety as if fully set forth herein.

(c) "General Indemnity. Exhibit I, which is a complete statement of the provisions of Section 7(c), is incorporated herein in its entirety as if fully set forth herein.

(d) "Income Tax. For purposes of this Section 7, the term “Income Tax” means any Tax based on or measured by gross or net income or receipts (other than sales, use, license or property Taxes or Taxes in the nature thereof) (including, without limitation, capital gains taxes, minimum taxes, income taxes collected by withholding and taxes on tax preference items), and Taxes which are capital, doing business, excess profits or net worth taxes and interest, additions to tax, penalties, or other charges in respect thereof.

SECTION 8. Representations, Warranties and Covenants.

(a) [Intentionally Omitted].

(b) [Intentionally Omitted].

(c) [Intentionally Omitted].

(d) [Intentionally Omitted].

(e) Each Loan Participant represents and warrants that neither it nor anyone acting in its behalf has offered any Secured Certificates for sale to, or solicited any offer to buy any Secured Certificate from, any Person other than in a manner in compliance with, and which does not require registration under, the Securities Act of 1933, as amended, or the rules and regulations thereunder.

(f) The Indenture Trustee agrees that the Owner may elect to effect a change in registration of the Aircraft, at the Owner’s cost and expense, so long as (a) the country of registry of the Aircraft is a country listed on Exhibit A hereto and (b) the following conditions are met: (i) unless the country of registry is Taiwan, the United States maintains normal diplomatic relations with the country of registry of the Aircraft, and if the country of registry is Taiwan, the United States maintains diplomatic relations at least as good as those in effect on the Closing Date; and (ii) the Indenture Trustee shall have received a favorable opinion (subject to customary exceptions) addressed to the Indenture Trustee, from counsel of recognized reputation qualified in the laws of the relevant jurisdiction to the effect that:

(A) the Owner’s ownership interest in the Aircraft shall be recognized under the laws of such jurisdiction, (B) the obligations of the Owner, and the rights and remedies of the Indenture Trustee, under the Trust Indenture shall remain valid, binding
and (subject to customary bankruptcy and equitable remedies exceptions and to other exceptions customary in foreign opinions generally) enforceable under the laws of such jurisdiction (or the laws of the jurisdiction to which the laws of such jurisdiction would refer as the applicable governing law), (C) after giving effect to such change in registration, the Lien of the Trust Indenture on the Owner’s right, title and interest in and to the Aircraft shall continue as a valid and duly perfected first priority security interest and all filing, recording, registration or other action necessary to protect the same (including the registration pursuant to the Cape Town Convention, if applicable) shall have been accomplished (or, if such opinion cannot be given at the time of such proposed change in registration because such change in registration is not yet effective, (1) the opinion shall detail what filing, recording, registration or other action is necessary and (2) the Indenture Trustee shall have received a certificate from the Owner that all possible preparations to accomplish such filing, recording, registration and other action shall have been done, and such filing, recording and other action shall be accomplished and a supplemental opinion to that effect shall be delivered to the Indenture Trustee on or prior to the effective date of such change in registration), (D) it is not necessary, solely as a consequence of such change in registration and without giving effect to any other activity of the Indenture Trustee (or any Affiliate thereof) for the Indenture Trustee to qualify to do business in such jurisdiction, (E) there is no tort liability of the owner of an aircraft not in possession thereof under the laws of such jurisdiction (it being agreed that, in the event such latter opinion cannot be given in a form satisfactory to the Indenture Trustee, such opinion shall be waived if insurance reasonably satisfactory to the Indenture Trustee is provided to cover such risk), and (F) (unless the Owner shall have agreed to provide insurance covering the risk of requisition of use of such Aircraft by the government of such jurisdiction so long as such Aircraft is registered under the laws of such jurisdiction) the laws of such jurisdiction require fair compensation by the government of such jurisdiction payable in currency freely convertible into Dollars for the loss of use of such Aircraft in the event of the requisition by such government of such use.

In addition, as a condition precedent to any such change in registration, the Owner shall furnish to the Indenture Trustee an Officer’s Certificate to the effect that the insurance required by

Section 7.04 of the Trust Indenture shall be in full force and effect at the time of such change in registration after giving effect to such change in registration and that the new country of registry imposes aircraft maintenance standards not materially different from those of the United States, France, Germany, Japan, the Netherlands or the United Kingdom. The Owner shall pay all costs, expenses, fees, recording and registration taxes, including the reasonable fees and expenses of counsel to the Indenture Trustee, and other charges in connection with any such change in registration.

(g) Each Loan Participant and each of the Indenture Trustee, the Subordination Agent and each Pass Through Trustee covenants and agrees that, so long as no Event of Default shall have occurred and be continuing and the Owner has not been duly declared in default and, notwithstanding default by any Loan Participant, the Indenture Trustee, any Pass Through Trustee or the Subordination Agent, that such Person shall not (and shall not permit any Affiliate or other Person claiming by, through or under it to) interfere with the Owner’s continued possession, use and operation of, and quiet enjoyment of, the Aircraft.

(h) [Intentionally Omitted].

(i) U.S. Bank National Association, in its individual capacity, covenants and agrees that it shall not cause or permit to exist any Lien, arising as a result of (A) claims against the Indenture Trustee not related to its interest in the Aircraft or the administration of the Collateral pursuant to the Trust Indenture, (B) acts of the Indenture Trustee not permitted by, or failure of the Indenture Trustee to take any action required by, the Operative Documents to the extent such acts arise or such failure arises from or constitutes gross negligence or willful misconduct, (C) claims against the Indenture Trustee relating to Taxes or Expenses which are excluded from the indemnification provided by Section 7 pursuant to said Section 7, or (D) claims against the Indenture Trustee arising out of the transfer by the Indenture Trustee of all or any portion of its interest in the Aircraft, the Collateral or the Operative Documents other than a transfer of the Aircraft pursuant to Article IV of the Trust Indenture while an Event of Default is continuing and prior to the time that the Indenture Trustee has received all amounts due pursuant to the Trust Indenture.

(j) [Intentionally Omitted].

(k) Each Loan Participant represents and warrants that the Secured Certificate to be issued to it pursuant to the Trust Indenture is being acquired by it for investment and not with a view to resale or distribution (it being understood that such Loan Participant may pledge or assign as security its interest in each Secured Certificate issued to it), provided that the disposition of its property shall at all times be and remain within its control, except that the Loan Participants may sell, transfer or otherwise dispose of any Secured Certificate or any portion thereof, or grant participations therein, in a manner which in itself does not require registration under the Securities Act of 1933, as amended.
U.S. Bank National Association represents, warrants and covenants, in its individual capacity, to the Owner, the Guarantor, the Pass Through Trustee, the Subordination Agent and the Liquidity Provider as follows:

(i) it is a duly organized national banking association, validly existing and in good standing with the Comptroller of the Currency under the laws of the United States, is a Citizen of the United States (without making use of any voting trust, voting powers agreement or similar arrangement), will notify promptly all parties to this Agreement if in its reasonable opinion its status as a Citizen of the United States (without making use of any voting trust, voting powers agreement or similar arrangement) is likely to change and will resign as Indenture Trustee as provided in Section 9.01 of the Trust Indenture promptly after it obtains actual knowledge that it has ceased to be such a Citizen of the United States (without making use of a voting trust, voting powers agreement or similar arrangement), and has the full corporate power, authority and legal right under the laws of the Commonwealth of Massachusetts and the United States pertaining to its banking, trust and fiduciary powers to execute and deliver each of this Agreement, the Trust Indenture and each other Operative Document to which it is a party and to carry out its obligations under this Agreement, the Trust Indenture, each other Operative Document to which it is a party and to authenticate the Secured Certificates;

(ii) the execution and delivery by the Indenture Trustee of the Indenture Trustee Documents and the authentication of the Secured Certificates and the performance by the Indenture Trustee of its obligations under the Indenture Trustee Documents have been duly authorized by the Indenture Trustee and will not violate its articles of association or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it is bound;

(iii) this Agreement and each of the other Indenture Trustee Documents constitute the legal, valid and binding obligations of the Indenture Trustee enforceable against it in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity;

(iv) there are no pending or, to its knowledge, threatened actions or proceedings against the Indenture Trustee, either in its individual capacity or as Indenture Trustee, before any court or administrative agency which, if determined adversely to it, would materially adversely affect the ability of the Indenture Trustee, in its individual capacity or as Indenture Trustee as the case may be, to perform its obligations under the Operative Documents to which it is a party; and

(v) there are no Indenture Trustee’ s Liens on the Aircraft or any other portion of the Collateral.

(p) U.S. Bank National Association, in its individual capacity, agrees for the benefit of the Owner to comply with the terms of the Trust Indenture which it is required to comply with in its individual capacity.

(q) Each Loan Participant agrees that it will not transfer any Secured Certificate (or any part thereof) to any entity unless such entity makes (or is deemed to have made) a representation and warranty as of the date of transfer that either no part of the funds to be used by it for the purchase and holding of such Secured Certificate (or any part thereof) constitutes assets of any “employee benefit plan” or that such purchase and holding will not result in a non-exempt prohibited transaction (under Section 4975 of the Code and Section 406 of ERISA).

(r) Each Loan Participant and the Indenture Trustee agrees for the benefit of the Manufacturer and the Owner that it will not disclose or suffer to be disclosed the terms of the Purchase Agreement to any third party except (A) as may be required by any applicable statute, court or administrative order or decree or governmental ruling or regulation or to any regulatory authorities having official
jurisdiction over them, (B) in connection with the financing of the Aircraft and the other transactions contemplated by the Operative Documents (including any transfer of Secured Certificates (including by way of participation or assignment of an interest, provided such participant or assignee agrees to hold such terms confidential to the same extent as herein provided) and any exercise of remedies under the Trust Indenture), (C) with the prior written consent of the Manufacturer and the Owner, or (D) to the Indenture Trustee’s and each Loan Participant’s counsel or special counsel, independent insurance brokers or other agents who agree to hold such information confidential.

(s) [Intentionally Omitted].

(t) Each Loan Participant covenants and agrees that it shall not cause or permit to exist a Loan Participant Lien attributable to it with respect to the Aircraft or any other portion of the Collateral. Each Loan Participant agrees that it will promptly, at its own expense, take such other action as may be necessary duly to discharge such Loan Participant Lien attributable to it. Each Loan Participant agrees to make restitution to the Owner for any damages or expenses of the Owner resulting from such Loan Participant Lien attributable to it.

(u) U.S. Bank National Association, in its individual capacity, covenants and agrees that it shall not cause or permit to exist any Indenture Trustee’s Liens with respect to the Collateral. U.S. Bank National Association, in its individual capacity, agrees that it will promptly, at its own expense, take such action as may be necessary duly to discharge such Indenture Trustee’s Liens. U.S. Bank National Association, in its individual capacity, agrees to make restitution to the Owner for any actual diminution of the assets of the Collateral resulting from such Indenture Trustee’s Liens.

(v) [Intentionally Omitted].

(w) [Intentionally Omitted].

(x) [Intentionally Omitted].

(y) (A) The Owner will not consolidate with or merge into any other corporation or convey, transfer or lease substantially all of its assets as an entirety to any Person unless:

(i) the corporation formed by such consolidation or into which the Owner is merged or the Person which acquires by conveyance, transfer or lease substantially all of the assets of the Owner as an entirety shall be a Certificated Air Carrier;

(ii) the corporation formed by such consolidation or into which the Owner is merged or the Person which acquires by conveyance, transfer or lease substantially all of the assets of the Owner as an entirety shall execute and deliver to the Indenture Trustee an agreement in form and substance reasonably satisfactory to the Indenture Trustee containing an assumption by such successor corporation or Person of the due and punctual performance and observance of each covenant and condition of this Agreement, the Trust Indenture and the Secured Certificates to be performed or observed by the Owner;

(iii) immediately after giving effect to such transaction, no Default or Event of Default under the Trust Indenture shall have occurred and be continuing; and

(iv) The Owner shall have delivered to the Indenture Trustee a certificate signed by the President, any Executive Vice President, any Senior Vice President, the Treasurer or any Vice President and by the Secretary or an Assistant Secretary of the Owner, and an opinion of counsel reasonably satisfactory to the Indenture Trustee containing an assumption by such successor corporation or Person of the due and punctual performance and observance of each covenant and condition of this Agreement, the Trust Indenture and the Secured Certificates to be performed or observed by the Owner;

Upon any such consolidation or merger or any such conveyance, transfer or lease of substantially all of the assets of the Owner as an entirety in accordance with this subparagraph (A) of Section 8(y), the successor corporation or Person formed by such consolidation or into which the Owner is merged or to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Owner under this Agreement with the same effect as if such successor corporation or Person had been named as the Owner herein. No such conveyance, transfer or lease of substantially all of the assets of the Owner as an entirety shall have the effect of releasing the Owner or any successor corporation or Person which shall theretofore have become such in the manner prescribed in this subparagraph (A) of Section 8(y) from its liability in respect of any Operative Document to which it is a party.
The Owner shall at all times maintain its corporate existence except as permitted by subparagraph (A) of this Section 8(y).

The Owner, at its expense, will take, or cause to be taken, such action with respect to the recording, filing, registration, re-recording, refiling and re-registration of the Trust Indenture, the Trust Indenture Supplement and any financing statements or other instruments as are necessary to maintain, so long as the Trust Indenture is in effect, the perfection of the security interests created by the Trust Indenture or will furnish to the Indenture Trustee timely notice of the necessity of such action, together with such instruments, in execution form, and such other information as may be required to enable it to take such action. The Owner will notify the Indenture Trustee of any change in the location of its jurisdiction of organization (as such term is used in Article 9 of the Uniform Commercial Code) or of any change in its chief executive office promptly after making such change or in any event within the period of time necessary under applicable law to prevent the lapse of perfection (absent refiling) of financing statements filed under the Operative Documents.

[Intentionally Omitted].

[Intentionally Omitted].

Each Loan Participant hereby represents, warrants and agrees that it shall not transfer any interest in any Secured Certificate unless and until the transferee agrees in writing (copies of which shall be provided by the Indenture Trustee to the Owner) to (i) make the representations contemplated to be made by a Loan Participant in this Agreement and to be bound by the terms of this Agreement, the Trust Indenture, the other Operative Documents and the Related Operative Documents applicable to Loan Participants (including, without limitation, the representations and covenants set forth in Sections 6, 8(e), 8(k), 8(l), 8(q), 8(r), 8(t), 10, 13(b), 13(c), 15(b) and 15(c) hereof and this Section 8(cc), (ii) the restrictions set forth in Sections 4.1(a)(ii) and 4.1(a)(iii) of the Intercreditor Agreement, and covenants to the parties to the Intercreditor Agreement not to give any direction or otherwise authorize the Indenture Trustee to take any action that would violate Sections 4.1(a)(ii) or 4.1(a)(iii) of the Intercreditor Agreement and (iii) the provisions of Section 2.7 of the Intercreditor Agreement, and covenants to the parties to the Intercreditor Agreement to perform its obligations as a Certificate Holder under Section 2.7 of the Intercreditor Agreement.

The Pass Through Trustee represents and warrants to the Owner, the Guarantor, the Indenture Trustee, the Subordination Agent and the Liquidity Provider, in its capacity as such and in its individual capacity, as follows:

(i) the Pass Through Trustee is a duly organized national banking association, validly existing and in good standing with the Comptroller of the Currency under the laws of the United States, has the full power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver each of the Pass Through Trust Agreements, the Intercreditor Agreement and this Agreement and to perform its obligations under the Pass Through Trust Agreements, the Intercreditor Agreement and this Agreement;

(ii) this Agreement, each of the Pass Through Trust Agreements and the Intercreditor Agreement have been duly authorized, executed and delivered by the Pass Through Trustee; this Agreement, each of the Pass Through Trust Agreements and the Intercreditor Agreement constitute the legal, valid and binding obligations of the Pass Through Trustee enforceable against it in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity;

(iii) none of the execution, delivery and performance by the Pass Through Trustee of any of the Pass Through Trust Agreements, the Intercreditor Agreement or this Agreement, the purchase by the Pass Through Trustee of the Secured Certificates
pursuant to this Agreement, or the issuance of the Certificates pursuant to the Pass Through Trust Agreements, contravenes any law, rule or regulation of the State of Delaware or any United States governmental authority or agency regulating the Pass Through Trustee’s banking, trust or fiduciary powers or any judgment or order applicable to or binding on the Pass Through Trustee and does not contravene or result in any breach of, or constitute a default under, the Pass Through Trustee’s articles of association or by-laws or any agreement or instrument to which the Pass Through Trustee is a party or by which it or any of its properties may be bound;

(iv) neither the execution and delivery by the Pass Through Trustee of any of the Pass Through Trust Agreements, the Intercreditor Agreement or this Agreement, nor the consummation by the Pass Through Trustee of any of the transactions contemplated hereby or thereby, requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action with respect to, any Delaware governmental authority or agency or any federal governmental authority or agency regulating the Pass Through Trustee’s banking, trust or fiduciary powers;

(v) there are no Taxes payable by the Pass Through Trustee imposed by the State of Delaware or any political subdivision or taxing authority thereof in connection with the execution, delivery and performance by the Pass Through Trustee of this Agreement, any of the Pass Through Trust Agreements or the Intercreditor Agreement (other than franchise or other taxes based on or measured by any fees or compensation received by the Pass Through Trustee for services rendered in connection with the transactions contemplated by any of the Pass Through Trust Agreements), and there are no Taxes payable by the Pass Through Trustee imposed by the State of Delaware or any political subdivision thereof in connection with the acquisition, possession or ownership by the Pass Through Trustee of any of the Secured Certificates (other than franchise or other taxes based on or measured by any fees or compensation received by the Pass Through Trustee for services rendered in connection with the transactions contemplated by any of the Pass Through Trust Agreements), and, assuming that for federal income tax purposes the trusts created by the Pass-Through Trust Agreements will not be taxable as corporations, but rather, each will be characterized as a grantor trust under subpart E, Part I, of Subchapter J of the Code or as a partnership, such trusts will not be subject to any Taxes imposed by the State of Delaware or any political subdivision thereof;

(vi) there are no pending or threatened actions or proceedings against the Pass Through Trustee before any court or administrative agency which individually or in the aggregate, if determined adversely to it, would materially adversely affect the ability of the Pass Through Trustee to perform its obligations under this Agreement, the Intercreditor Agreement or any Pass Through Trust Agreement;

(vii) except for the issue and sale of the Certificates, the Pass Through Trustee has not directly or indirectly offered any Secured Certificate for sale to any Person or solicited any offer to acquire any Secured Certificates from any Person, nor has the Pass Through Trustee authorized anyone to act on its behalf to offer directly or indirectly any Secured Certificate for sale to any Person, or to solicit any offer to acquire any Secured Certificate from any Person; and the Pass Through Trustee is not in default under any Pass Through Trust Agreement;

(viii) the Pass Through Trustee is not directly or indirectly controlling, controlled by or under common control with any Underwriter, the Owner or the Guarantor; and

(ix) Except with the consent of the Owner, which shall not be unreasonably withheld, the Pass Through Trustee will act solely through its offices within the State of Delaware, except for such services that may be performed for it by various agents, but not directly by it, in other states.

(ee) The Subordination Agent represents and warrants to the Owner, the Guarantor, the Indenture Trustee, the Pass Through Trustee and the Liquidity Provider in its capacity as such and in its individual capacity, as follows:

(i) the Subordination Agent is a duly organized national banking association, validly existing and in good standing with the Comptroller of the Currency under the laws of the United States, and has the full corporate power, authority and legal right under the laws of the United States pertaining to its banking, trust and fiduciary powers to execute and deliver each of the Liquidity Facilities, the Intercreditor Agreement and this Agreement and to perform its obligations under this Agreement, the Liquidity Facilities and the Intercreditor Agreement;

(ii) this Agreement, each of the Liquidity Facilities and the Intercreditor Agreement have been duly authorized, executed and delivered by the Subordination Agent; this Agreement, each of the Liquidity Facilities and the Intercreditor Agreement
constitute the legal, valid and binding obligations of the Subordination Agent enforceable against it in accordance with their respective terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, whether considered in a proceeding at law or in equity;

(iii) none of the execution, delivery and performance by the Subordination Agent of each of the Liquidity Facilities, the Intercreditor Agreement or this Agreement contravenes any law, rule or regulation of the Commonwealth of Massachusetts or any United States governmental authority or agency regulating the Subordination Agent’s banking, trust or fiduciary powers or any judgment or order applicable to or binding on the Subordination Agent and do not contravene or result in any breach of, or constitute a default under, the Subordination Agent’s articles of association or by-laws or any agreement or instrument to which the Subordination Agent is a party or by which it or any of its properties may be bound;

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(iv) neither the execution and delivery by the Subordination Agent of any of the Liquidity Facilities, the Intercreditor Agreement or this Agreement nor the consummation by the Subordination Agent of any of the transactions contemplated hereby or thereby requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action with respect to, any Massachusetts governmental authority or agency or any federal governmental authority or agency regulating the Subordination Agent’s banking, trust or fiduciary powers;

(v) there are no Taxes payable by the Subordination Agent imposed by the Commonwealth of Massachusetts or any political subdivision or taxing authority thereof in connection with the execution, delivery and performance by the Subordination Agent of this Agreement, any of the Liquidity Facilities or the Intercreditor Agreement (other than franchise or other taxes based on or measured by any fees or compensation received by the Subordination Agent for services rendered in connection with the transactions contemplated by the Intercreditor Agreement or any of the Liquidity Facilities), and there are no Taxes payable by the Subordination Agent imposed by the Commonwealth of Massachusetts or any political subdivision thereof in connection with the acquisition, possession or ownership by the Subordination Agent of any of the Secured Certificates (other than franchise or other taxes based on or measured by any fees or compensation received by the Subordination Agent for services rendered in connection with the transactions contemplated by the Intercreditor Agreement or any of the Liquidity Facilities);

(vi) there are no pending or threatened actions or proceedings against the Subordination Agent before any court or administrative agency which individually or in the aggregate, if determined adversely to it, would materially adversely affect the ability of the Subordination Agent to perform its obligations under this Agreement, the Intercreditor Agreement or any Liquidity Facility;

(vii) the Subordination Agent has not directly or indirectly offered any Secured Certificate for sale to any Person or solicited any offer to acquire any Secured Certificates from any Person, nor has the Subordination Agent authorized anyone to act on its behalf to offer directly or indirectly any Secured Certificate for sale to any Person, or to solicit any offer to acquire any Secured Certificate from any Person; and the Subordination Agent is not in default under any Liquidity Facility; and

(viii) the Subordination Agent is not directly or indirectly controlling, controlled by or under common control with any Underwriter, the Owner or the Guarantor.

(ff) Each of the Owner, the Indenture Trustee, the Pass Through Trustee and the Subordination Agent covenant that until the Series A Secured Certificates and the Series B Secured Certificates have been paid in full, it shall not file an involuntary bankruptcy petition or initiate any other form of insolvency proceeding against the respective Pass Through Trust holding such Secured Certificates.

SECTION 9. Reliance of Liquidity Provider. Each of the parties hereto agrees and acknowledges that the Liquidity Provider shall be a third party beneficiary of each of the

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representations and warranties made herein by such party, and that the Liquidity Provider may rely on such representations and warranties to the same extent as if such representations and warranties were made to the Liquidity Provider directly. The Owner agrees and acknowledges that the Liquidity Provider shall each be a third party beneficiary of the indemnities contained in Section 7(c) hereof and may rely on such indemnities to the same extent as if such indemnities were made to the Liquidity Provider directly.

SECTION 10. Other Documents. The Indenture Trustee agrees to promptly furnish to the Owner copies of any supplement, amendment or waiver or modification of any of the Operative Documents to which the Owner is not a party. Each Loan Participant agrees that it will not take any action in respect of the Collateral except through the Indenture Trustee pursuant to the Trust Indenture or as otherwise permitted by the Trust Indenture.

SECTION 11. Certain Covenants of the Owner. The Owner covenants and agrees with each of the Loan Participants and the Indenture Trustee:

(a) The Owner will cause to be done, executed, acknowledged and delivered all and every such further acts, conveyances and assurances as the Indenture Trustee shall reasonably require for accomplishing the purposes of this Agreement and the other Operative Documents; provided that any instrument or other document so executed by the Owner will not expand any obligations or limit any rights of the Owner in respect of the transactions contemplated by any Operative Documents.

(b) The Owner will cause the Trust Indenture, all supplements and amendments to the Trust Indenture and this Agreement to be promptly filed and recorded, or filed for recording, to the extent permitted under the Federal Aviation Act, or required under any other applicable Law and the international interest in each aircraft object created thereby to be registered on the International Registry pursuant to the Cape Town Convention. Upon the execution and delivery of the Trust Indenture Supplement, the Trust Indenture and the Trust Indenture Supplement covering the Aircraft shall be filed for recording with the Federal Aviation Administration.

(c) With respect to the Cape Town Convention, the Owner shall permit, along with the other parties hereto, the interests created under the Operative Documents to constitute “international interests” under the Cape Town Convention and consent to the registration with the International Registry of the contract of sale and the international interests with respect to the Trust Indenture and each Trust Indenture Supplement. The Owner, at its own cost and expense, shall from time to time, do or cause to be done any acts and things (other than acts and things under the control of the Indenture Trustee) which may be required or desirable (in the reasonable opinion of the Indenture Trustee) to ensure that each of the Loan Participants and the Indenture Trustee have the full benefit of the Cape Town Convention in connection with their interests in the Trust Indenture, the Trust Indenture Supplement and the Aircraft; provided that the Owner shall not be required to provide an Irrevocable Deregistration and Export Request Authorization with respect to the Aircraft.

SECTION 12. [Intentionally Omitted].

SECTION 13. Certain Definitions; Notices; Consent to Jurisdiction. (a) Except as otherwise defined in this Agreement, terms used herein in capitalized form shall have the meanings attributed thereto in the Annex A to the Trust Indenture. Unless the context otherwise requires, any reference herein to any of the Operative Documents refers to such document as it may be amended from time to time.

(b) All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto or to the Guarantor shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, or by telecopier, or by prepaid courier service, and shall be deemed to be given for purposes of this Agreement on the day that such writing is delivered or sent to the intended recipient thereof in accordance with the provisions of this Section 13(b). Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section 13(b), notices, demands, instructions and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses (or to their respective telecopier numbers) as follows: (A) if to the Owner, the Guarantor, the Pass Through Trustee, the Subordination Agent or the Indenture Trustee, to the respective addresses set forth below the signatures of such parties at the foot of this Agreement, or (B) if to any subsequent Certificate Holder, addressed to such Certificate Holder at its address set forth in the Secured Certificate register maintained pursuant to Section 2.07 of the Trust Indenture.
Each of the parties hereto (A) hereby irrevocably submits itself to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of this Agreement or any other Operative Document, the subject matter of any thereof or any of the transactions contemplated hereby or thereby brought by any party or parties thereto, or their successors or assigns, and (B) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement or any other Operative Document or the subject matter of any thereof or any of the transactions contemplated hereby or thereby may not be enforced in or by such courts. The Owner hereby generally consents to service of process at Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281, Attention: Managing Attorney, or such office of the Owner in New York City as from time to time may be designated by the Owner in writing to the Indenture Trustee.

SECTION 14. [Intentionally Omitted].

SECTION 15. Miscellaneous.

(a) [Intentionally Omitted].

(b) The representations, warranties, indemnities and agreements of the Owner, the Guarantor, the Indenture Trustee, the Subordination Agent and the Pass Through Trustee provided for in this Agreement, and the Owner’s, the Guarantor’s, the Indenture Trustee’s, the Subordination Agent’s and the Pass Through Trustee’s obligations under any and all thereof, shall survive the making available of the Commitments by each Pass Through Trustee, the transfer of any interest by any Loan Participant in any Secured Certificate or the Collateral and the expiration or other termination of this Agreement or any other Operative Document.

(c) This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought; and no such termination, amendment, supplement, waiver or modification shall be effective unless a signed copy thereof shall have been delivered to the Indenture Trustee. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Owner and, subject to the terms of this Agreement, its successors and permitted assigns, the Guarantor, the Pass Through Trustee and its successors as Pass Through Trustee (and any additional trustee appointed) under any of the Pass Through Trust Agreements, each Certificate Holder and its successors and registered assigns and the Indenture Trustee and its successors as Indenture Trustee under the Trust Indenture. The terms of this Agreement shall inure to the benefit of the Liquidity Provider, its successors and permitted assigns. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THIS AGREEMENT IS BEING DELIVERED IN THE STATE OF NEW YORK.

(d) [Intentionally Omitted].

(e) It is the intention of the parties hereto that the Indenture Trustee will be entitled to the benefits of 11 U.S.C. § 1110 in the event of any reorganization of the Owner under Chapter 11 of the Bankruptcy Code.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHWEST AIRLINES, INC.,
Owner

By: ____________________________
Name: __________________________
Title: __________________________

Address: U.S. Mail and Overnight Courier
2700 Lone Oak Parkway (A4010)
Eagan, Minnesota 55121
Attn: Senior Vice President & Treasurer
Telecopy No.: (612) 726-0665

NORTHWEST AIRLINES CORPORATION,
Guarantor

By: ____________________________
Name: __________________________
Title: __________________________

Address: U.S. Mail and Overnight Courier
2700 Lone Oak Parkway (A4010)
Eagan, Minnesota 55121-1234
Attn: Senior Vice President & Treasurer
Telecopy No.: (612) 726-0665

U.S. BANK NATIONAL ASSOCIATION,
Indenture Trustee

By: ____________________________
Name: __________________________
Title: __________________________

Address: U.S. Mail and Overnight Courier
Corporate Trust Administration
1 Federal Street, 3rd Floor
Boston, Massachusetts 02110
Telecopy No.: (617) 603-6665
U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity, except as otherwise provided herein, but solely as Pass Through Trustee,

Pass Through Trustee

By: ____________________________
Name: __________________________
Title: __________________________

Address: U.S. Mail and Overnight Courier
Corporate Trust Services
300 Delaware Avenue, 9th Floor
Mail Code EX-DE-WDAW
Wilmington, Delaware 19801
Telecopy No.: (860) 244-1881

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, except as otherwise provided herein, but solely as Subordination Agent,

Subordination Agent

By: ____________________________
Name: __________________________
Title: __________________________

Address: U.S. Mail and Overnight Courier
Corporate Trust Administration
1 Federal Street, 3rd Floor
Boston, Massachusetts 02110
Telecopy No.: (617) 603-6665

SCHEDULE I

Names and Addresses

Owner: Northwest Airlines, Inc.

U.S. Mail & Overnight Courier
2700 Lone Oak Parkway (A4010)
Eagan, Minnesota 55121-1234
Attn: Senior Vice President & Treasurer
Telecopy No.: (612) 726-0665
Wire Transfer

USBank, Minneapolis
ABA No. 091000022
Acct. No. 150250099440

Indenture Trustee: U.S. Bank National Association

U.S. Mail & Overnight Courier
Corporate Trust Administration, 3rd Floor
1 Federal Street
Boston, Massachusetts 02110
Telecopy No.: (617) 603-6665

Wire Transfer
U.S. Bank National Association
ABA No. 091000022
Acct. No. 173103321092
Attn: Corporate Trust Services
Reference: Northwest/NW [ ]

Loan Participant: U.S. Bank Trust National Association

U.S. Mail & Overnight Courier
U.S. Bank Trust National Association
300 Delaware Avenue, 9th Floor
Mail Code EX-DE-WDAW
Wilmington, Delaware 19801
Attention: Corporate Trust Services
Ref.: Northwest/NW [ ]
Facsimile: (302) 576-3717

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with a copy to:

U.S. Bank Trust National Association
One Federal Street
EX-MA-FED, 3rd Floor
Boston, Massachusetts 02110
Attention: Corporate Trust Services
Ref.: Northwest/NW [ ]
Facsimile: (617) 603-6665

Subordination Agent: U.S. Bank National Association

U.S. Mail & Overnight Courier
Corporate Trust Administration, 3rd Floor
1 Federal Street
Boston, Massachusetts 02110
### SCHEDULE II

**Commitments**

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<td>2007-1B</td>
<td>8.028% Series B Secured Certificates due November 1, 2017</td>
<td>$ [ ]</td>
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### SCHEDULE III

**Pass Through Trust Agreements**


### EXHIBIT A

**TO PARTICIPATION AGREEMENT**

| [NW ] |

**SCHEDULE OF COUNTRIES FOR REREGISTRATION**

- Argentina
- Australia
- Austria
- Bahamas
- Belgium
- Brazil
- Canada
- Chile
- Denmark
Section 7(b) - General Tax Indemnity

(b) General Tax Indemnity.

(i) Indemnity. Except as provided in Section 7(b)(ii) hereof, the Owner shall pay, protect, save and on written demand shall indemnify and hold harmless any Tax Indemnitee from and against any and all Taxes howsoever imposed against any Tax Indemnitee, the Owner or the Aircraft, the Airframe, any Engine or any Part thereof or interest therein by any Federal, state or local
government or other taxing authority in the United States or by any foreign government or any political subdivision or taxing authority thereof or by any territory or possession of the United States or by any international authority ("Taxing Authority") upon or in connection with or relating to (A) the construction, financing, refinancing, purchase, acquisition, acceptance, rejection, delivery, nondelivery, transport, ownership, registration, reregistration, insuring, assembly, possession, repossession, operation, location, use, control, condition, maintenance, repair, sale, return, abandonment, installation, storage, redelivery, replacement, manufacture, leasing, subleasing, modification, rebuilding, importation, transfer of title, transfer of registration, exportation or other application or disposition of the Aircraft, the Airframe, any Engine or any Part thereof or interest therein, (B) the rentals, receipts or earnings from the Aircraft, the Airframe, any Engine or any Part, (C) any amount paid or payable pursuant to any Operative Document or any document related thereto or the property or the income or other proceeds with respect to the Collateral, (D) the Aircraft, the Airframe, any Engine or any Part, (E) any or all of the Operative Documents, or the issuance of the Secured Certificates and any other documents contemplated hereby or thereby and amendments and supplements hereto and thereto or the execution, delivery or performance of any thereof or the issuance, acquisition, modification, holding or subsequent transfer thereof, (F) the payment of the principal of, or interest or Make-Whole Amount or other premium on, or other amounts payable with respect to, the Secured Certificates or the Pass Through Certificates, or (G) otherwise with respect to or in connection with the transactions contemplated by the Operative Documents.

(ii) **Exclusions from General Tax Indemnity.** The provisions of Section 7(b)(i) shall not apply:

1. with respect to any Tax Indemnitee to any Income Tax (as defined in Section 7(d) hereof) imposed by (A) the United States Federal government or (B) any U.S. state or local taxing jurisdiction;

2. with respect to any Tax Indemnitee, to any Income Taxes imposed by any foreign or international government, jurisdiction or taxing authority or territory or possession of the United States except to the extent that such Tax Indemnitee would be subject to such Income Tax if the sole connection between such Tax Indemnitee and the Taxing Authority had been the location and operation of the Aircraft or the activities of the Owner or any lessee within such Taxing Authority;

3. to any capital gains taxes, excess profits taxes, value added taxes, branch profits taxes, accumulated earnings taxes, personal holding company taxes, succession taxes or estate or similar taxes;

4. to any Tax imposed as a result of a transfer or disposition by a Tax Indemnitee including, without limitation, a transfer or disposition of all or any portion of its respective equitable or legal ownership interest in a Secured Certificate (including sales of participations therein), the Collateral (as defined in the Trust Indenture) or any Operative Document or any interest in such Tax Indemnitee;

5. to any Tax based on or measured by any fees received by any Pass Through Trustee, the Indenture Trustee or the Subordination Agent in connection with any transaction contemplated by the Operative Documents;

6. [Intentionally Omitted]

7. to any Tax in the nature of an intangible or similar tax upon or with respect to the value or principal amount of the interest of any Tax Indemnitee in any of the Secured Certificates or the Pass Through Certificates;

8. with respect to any Tax Indemnitee to any Tax imposed on or with respect to a transferee (or subsequent transferee) of an original Tax Indemnitee to the extent such Taxes would not have been required to be withheld or imposed on or with respect to such original Tax Indemnitee;

9. to any Tax which would not have been imposed but for an Indenture Trustee’s Lien;

10. to any Tax to the extent such Tax would not have been imposed but for a present or future connection between the Tax Indemnitee or any Affiliate thereof and the jurisdiction imposing such Taxes (including, without limitation, the Tax Indemnitee or an Affiliate thereof being or having been a citizen or resident thereof, or being or having been organized, present or engaged in a trade or business therein, or having or having had, a permanent establishment or fixed place of business therein, or engaging, or having engaged, in one or more transactions or activities therein unrelated to the
transactions contemplated by the Operative Documents), other than a connection arising solely by reason of the transactions contemplated by the Operative Documents;

(11) to any Tax imposed on a Tax Indemnitee to the extent imposed as a result of such Tax Indemnitee’s failure to comply with any certification, information, documentation, reporting or similar procedure that is required by law, treaty or regulation as a condition to the allowance of any reduction in the rate of such Tax or any exemption or other relief from such Tax;

(12) to any Tax on a Tax Indemnitee to the extent arising out of, or caused by, or to the extent such Tax would not have been incurred but for, (A) the willful misconduct or gross negligence of such Tax Indemnitee or any of its Affiliates or (B) the inaccuracy or breach of any representation, warranty, covenant or agreement by such Tax Indemnitee or any of its Affiliates in any Operative Document;

(13) to any Tax on a Tax Indemnitee to the extent consisting of interest, penalties, fines or additions to Tax resulting from the negligence or willful misconduct of such Tax Indemnitee or any of its Affiliates in connection with the filing of, or failure to file, any tax return, the payment of, or failure to pay any Tax, or the conduct of any proceeding in respect thereof unless resulting from the failure by the Owner to perform its obligations under Section 7(b)(v) hereof;

(14) to any Tax imposed on any Tax Indemnitee under Section 4975 of the Internal Revenue Code or under subtitle B of ERISA or equivalent state law as a result of the use by such Tax Indemnitee or any of its Affiliates of the assets of an “employee benefit plan” (as defined in Section 3(3) of ERISA) to purchase a Secured Certificate or otherwise acquire any interest in any Secured Certificate; or

(15) to any Tax that would not have been imposed but for an amendment to any Operative Document to which the Owner is not a party, which amendment was not requested or consented to by the Owner in writing.

(iii) Calculation of General Tax Indemnity Payments. Any payment which the Owner shall be required to make to or for the account of any Tax Indemnitee with respect to any Tax which is subject to indemnification under this Section 7(b) shall be in an amount which, after reduction by the amount of all Taxes required to be paid by such Tax Indemnitee in respect of the receipt or accrual of such amount and after consideration of any current savings of such Tax Indemnitee resulting by way of any deduction, credit or other tax benefit attributable to such indemnified Tax that actually reduces any Taxes for which the Owner is not required to indemnify such Tax Indemnitee pursuant to this Section 7(b) or the Tax Indemnity Agreement, shall be equal to the payment otherwise required hereunder.

If, by reason of any Tax payment made to or for the account of a Tax Indemnitee by the Owner pursuant to this Section 7(b), such Tax Indemnitee or any of its Affiliates subsequently realizes a tax benefit (whether by deduction, allocation, apportionment or credit (including a foreign tax credit)) not previously taken into account in computing such payment, such Tax Indemnitee shall promptly pay to the Owner an amount equal to the sum of (I) the actual reduction in Taxes, if any, realized by such Tax Indemnitee which is attributable to such tax benefit and (II) the actual reduction in Taxes realized by such Tax Indemnitee as a result of any payment made by such Tax Indemnitee pursuant to this sentence. For purposes of this Section 7(b)(iii), items of foreign Tax of any Tax Indemnitee shall be deemed to be utilized by such Tax Indemnitee as credits or deductions for any taxable year in accordance with the following priorities:

First, all available foreign Taxes for which such Tax Indemnitee was not indemnified or held harmless by anyone;
Second, all available foreign Taxes for which such Tax Indemnitee was indemnified or held harmless by the Owner, and all available foreign taxes indemnified under any other transaction (except any described in Clause Third), on a pari passu basis; and

Third, any remaining foreign Taxes arising from any transaction in which there is an express agreement that such Taxes shall be utilized after foreign taxes from other transactions.

Once the foreign Tax for which such Tax Indemnitee was indemnified by the Owner is deemed to be utilized pursuant to the ordering rules contained in this paragraph, it shall not subsequently be recharacterized as not having been utilized as a result of a foreign tax liability arising in a subsequent year.

Any Taxes that are imposed on any Tax Indemnitee as a result of the disallowance or reduction of any tax benefit referred to in this subsection as to which such Tax Indemnitee has made in full the payment to the Owner required hereby (or as to which such Tax Indemnitee would have made its payment but for Section 7(b)(viii) or which tax benefit was otherwise taken into account in computing the Owner’s indemnity obligation pursuant to this Section 7) in a taxable year subsequent to the utilization by such Tax Indemnitee shall be treated as a Tax for which the Owner is obligated to indemnify such Tax Indemnitee pursuant to the provisions of this Section 7(b), without regard to the exclusions set forth in Section 7(b)(ii) hereof (other than clauses (12) or (13) thereto).

Each Tax Indemnitee shall in good faith use reasonable efforts in filing its tax returns and in dealing with Taxing Authorities to seek and claim any tax savings which would result in payments to the Owner under this Section 7(b).

(iv) General Tax Indemnity — Contests. At the Owner’s request, the Owner shall be entitled at its sole cost and expense (A) in the case of a contest involving only Taxes indemnified hereunder (“Indemnified Taxes”) or (B) in any proceeding involving a claim for one or more Indemnified Taxes as well as a claim for other Taxes, where the contest of the claim for Indemnified Taxes can be severed from the contest of other Taxes, to assume responsibility for and control of the contest (“Owner Controlled Contest”). Unless otherwise required by law, any such contest shall be conducted by and in the name of the Owner. If a written claim shall be made against and received by any Tax Indemnitee for any Tax for which the Owner is obligated pursuant to this Section 7(b), such Tax Indemnitee shall notify the Owner promptly of such claim (it being understood and agreed that failure to provide such notice shall not adversely affect or otherwise prejudice any Tax Indemnitee’s right to indemnity under this Section 7(b) except to the extent such failure has a materially adverse effect on the ability to contest such claim). If the Tax cannot be contested in a Owner Controlled Contest, upon request from the Owner within thirty (30) days after receipt of such notice, such Tax Indemnitee shall in good faith at the Owner’s sole cost and expense contest the imposition of such Tax (a “Tax Indemnitee Controlled Contest”). After consulting with the Owner and the Owner’s counsel concerning the forum in which the adjustment is most likely to be favorably resolved, such Tax Indemnitee may select in its sole discretion after considering in good faith the Owner’s and the Owner’s counsel recommendation the forum for such contest and determine whether any such contest shall be by (A) resisting payment of such Tax, (B) paying such Tax under protest or (C) paying such Tax and seeking a refund or other repayment thereof. Except as otherwise provided in clause (Z) below, during the pendency of a contest pursuant to this Section 7(b)(iv) the Owner may withhold payment of any Tax to the extent provided by applicable law. In no event shall such Tax Indemnitee be required, or the Owner be permitted, to contest the imposition of any Tax for which the Owner is obligated pursuant to this Section 7(b) unless (W) no Event of Default shall have occurred and be continuing (unless the Owner shall have provided security reasonably satisfactory to such Tax Indemnitee securing the Owner’s performance of its obligations under this Section 7(b)), (X) the Owner shall have agreed to pay to such Tax Indemnitee on demand all reasonable costs and expenses on an after-tax basis that such Tax Indemnitee may incur in connection with contesting such claim (including, without limitation, all reasonable legal and accounting fees), (Y) such action to be taken will not result in a material risk of sale, forfeiture or loss of, or the creation of any Lien on, the Aircraft, the Engines or any Part, other than Permitted Liens, unless the Owner shall have provided such Tax Indemnitee security against such risk in form and amount reasonably acceptable to such Tax Indemnitee, and (Z) if such contest shall be conducted in a manner requiring the payment of the claim, the Owner shall have paid the amount required directly to the appropriate authority or made an advance of the amount.
thereof to such Tax Indemnitee on an interest-free basis and agreed to indemnify such Tax Indemnitee on an after-tax basis against any Taxes payable by such Tax Indemnitee with respect to such advance.

Notwithstanding anything to the contrary in this Section 7(b), in any Tax Indemnitee Controlled Contest the Tax Indemnitee may not settle or agree to any claim without the prior written consent of the Owner, and the Tax Indemnitee shall conduct any such administrative proceedings and judicial contest in good faith in an attempt to minimize the amount payable by the Owner under this Section 7(b). The term “after-tax basis” for purposes of this Section 7(b) shall mean an amount which, after deduction of all Taxes required to be paid by or on behalf of the Tax Indemnitee in respect of the receipt or accrual of such amount, is equal to the payment required under the provisions of this Section 7(b) which require payments to be made on an after-tax basis.

If any Tax Indemnitee shall obtain a refund of all or any part of any Tax paid by the Owner, such Tax Indemnitee shall pay the Owner an amount equal to the amount of such refund, including interest received attributable thereto, plus any net tax benefit (or minus any net tax detriment) realized by such Tax Indemnitee as a result of any refund received and payment by such Tax Indemnitee made pursuant to this sentence.

Nothing contained in this Section 7(b)(iv) shall require any Tax Indemnitee to contest, or permit the Owner to contest, a claim which such Tax Indemnitee would otherwise be required to contest pursuant to this Section 7(b)(iv), if such Tax Indemnitee shall waive payment by the Owner of any amount that might otherwise be payable by the Owner under this Section 7(b) in respect of such claim and any other claim, the contest of which would be adversely affected.

(v) General Tax Indemnity – Reports. If any report, return or statement is required to be filed with respect to any Tax which is subject to indemnification under this Section 7(b), the Owner shall timely file the same at its sole expense (except for any such report, return or statement which the Tax Indemnitee is required by law to file in its own name). The Owner shall have no obligation under the preceding sentence if such Tax Indemnitee, after receipt of the Owner’s written request, shall have failed to furnish the Owner with such information in a timely fashion as is in such Tax Indemnitee’s control and is not otherwise reasonably available to the Owner and is necessary to file such returns.

(vi) Verification. At the Owner’s written request after the Owner receives a Tax Indemnitee’s computations showing the amount of any indemnity payable by the Owner to such Tax Indemnitee pursuant to this Section 7(b) or any amount payable by any Tax Indemnitee to the Owner pursuant to this Section 7(b), such computations shall be subject to confidential verification in writing by any nationally recognized firm of certified public accountants selected by the Owner and reasonably acceptable to such Tax Indemnitee. The accounting firm shall complete its review within thirty (30) days of the Owner’s receipt of such Tax Indemnitee’s computations. The computations of such accounting firm shall (i) be delivered simultaneously to the Owner and such Tax Indemnitee and (ii) absent manifest error, be final, binding and conclusive upon the Owner and such Tax Indemnitee. If the Owner pays such indemnity in whole or in part before completion of the verification procedure, appropriate adjustments will be made promptly after completion of the verification procedure (and nothing in this Section 7(b)(vi) shall be construed as changing the time when any such indemnity is payable under this Section 7(b)) to take into account any redetermination of the indemnity by the accounting firm. The fee and disbursements of such firm shall be paid by the Owner unless such verification shall disclose an error made by such Tax Indemnitee in favor of such Tax Indemnitee exceeding the lesser of five percent (5%) of the original claim or $10,000, in which case such fee and disbursements shall be paid by such Tax Indemnitee. Such Tax Indemnitee shall cooperate with such accounting firm and (subject to such accounting firm’s execution of a confidentiality agreement satisfactory to such Tax Indemnitee) shall supply such accounting firm with all information reasonably necessary to permit accomplishment of such review and determination. The sole responsibility of such accounting firm shall be to verify the computations of the amount payable hereunder and the interpretation of this Agreement shall not be within the scope of such accounting firm’s responsibilities.

(vii) General Tax Indemnity – Payment. Except as provided in Section 7(b)(iv) hereof, the Owner shall pay any Tax for which it is liable pursuant to this Section 7(b) directly to the appropriate taxing authority if legally permissible or upon demand of
a Tax Indemnitee shall pay such Tax and any other amounts due hereunder to such Tax Indemnitee within fifteen (15) Business Days of such demand, but in no event shall any such payments be required to be made by the Owner more than five (5) Business Days prior to the date the Tax to which any such payment hereunder relates is due in immediately available funds. Any such demand for payment from a Tax Indemnitee shall specify in reasonable detail the payment and the facts upon which the right to payment is based. Each Tax Indemnitee shall promptly forward to the Owner any notice, bill or advice received by it concerning any Tax, provided, however, that the failure of any Tax Indemnitee to forward any such notice, bill or advice shall not adversely affect or otherwise prejudice such Tax Indemnitee’s rights to indemnification under this Section 7(b) unless such failure materially adversely affects the ability to contest any claim reflected therein. Within thirty (30) days after the date of each payment by the Owner of any Tax indemnified against hereunder, the Owner shall furnish the appropriate Tax Indemnitee the original or a certified copy of a receipt for the Owner’s payment of such Tax or such other evidence of payment of such Tax as is reasonably acceptable to such Tax Indemnitee.

(viii) Application of Payments During Existence of Event of Default. Any amount payable to the Owner pursuant to the terms of this Section 7(b) shall not be paid to or retained by the Owner if at the time of such payment or retention an Event of Default shall have occurred and be continuing under the Trust Indenture. At such time as there shall not be continuing any such Event of Default, such amount shall be paid to the Owner to the extent not previously applied against the Owner’s obligations hereunder as and when due after the Indenture Trustee shall have declared the Trust Indenture in default pursuant to Section 4 thereof.

(ix) Reimbursements by Tax Indemnitees Generally. If, for any reason, the Owner is required to make any payment with respect to any Taxes imposed on any Tax Indemnitee, any Pass Through Trustee, any Loan Participant or the Subordination Agent in respect of the transactions contemplated by the Operative Documents or on the Aircraft, the Airframe, the Engines or any Part, which Taxes are not the responsibility of the Owner under this Section 7(b), then such Tax Indemnitee, Pass Through Trustee, Loan Participant or the Subordination Agent, as the case may be, shall pay to the Owner an amount which equals the amount paid by the Owner with respect to such Taxes plus interest thereon computed at an annual interest rate equal to the Base Rate plus one percent from the date of payment by the Owner.

(x) Forms, etc. Each Tax Indemnitee agrees to furnish to the Owner from time to time such duly executed and properly completed forms that are requested by the Owner or that the Tax Indemnitee knows, or has reason to know in the ordinary course of its business, may be necessary or appropriate in order to claim any reduction of or exemption from any withholding tax imposed by any taxing authority in respect of any payments otherwise required to be made by the Owner pursuant to the Operative Documents, which reduction or exemption may be available to such Tax Indemnitee.

(xi) Non-Parties. If a Tax Indemnitee is not a party to this Agreement, the Owner may require the Tax Indemnitee to agree to the terms of this Section 7(b) prior to making any payment to such Tax Indemnitee under this Section 7(b).

Section 7(c) - General Indemnity

(c) General Indemnity. The Owner hereby agrees to indemnify each Indemnitee against, and agrees to protect, defend, save and keep harmless each thereof from (whether or not the transactions contemplated herein or in any of the other Operative Documents are consummated), any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, out-of-pocket costs, expenses and disbursements, of whatsoever kind and nature (collectively called “Expenses”) imposed on, incurred by or asserted against any Indemnitee, in any way relating to or arising out of (A) any of the Operative Documents or any lease or sublease of the Aircraft or the enforcement of any of the terms thereof or any amendment, modification or waiver in respect thereof and, only in the case of the Indemnitee who is the Subordination Agent or the Liquidity Provider, the Intercreditor Agreement and the Liquidity Facilities, (B) the manufacture, purchase,
acceptance or rejection of the Airframe or any Engine, (C) the Aircraft (or any portion thereof or any Engine or engine affixed to the Airframe) whether or not arising out of the finance, refinance, ownership, delivery, nondelivery, storage, lease, sublease, sub-sublease, possession, use, non-use, operation, maintenance, registration, reregistration, condition, modification, alteration, replacement, repair, substitution, sale, return or other disposition of the Aircraft (or any portion thereof or any Engine or engine affixed to the Airframe) including, without limitation, latent or other defects, whether or not discoverable, strict tort liability and any claim for patent, trademark or copyright infringement or (D) the offer, sale or delivery of the Secured Certificates (the indemnity in this clause (D) to extend also to any person who controls an Indemnitee within the meaning of Section 15 of the Securities Act of 1933, as amended); provided that the foregoing indemnity as to any Indemnitee shall not extend to any Expense resulting from or arising out of or which would not have occurred but for one or more of the following: (A) any representation or warranty by such Indemnitee (or any member of the Related Indemnitee Group) in the Operative Documents, the Intercreditor Agreement, the Liquidity Facilities or any Pass Through Trust Agreement or in connection therewith being incorrect in any material respect, or (B) the failure by such Indemnitee (or any member of the Related Indemnitee Group) to perform or observe any agreement, covenant or condition to in any of the Operative Documents, the Intercreditor Agreement, the Liquidity Facilities or any Pass Through Trust Agreement applicable to it including, without limitation, the creation or existence of a Loan Participant Lien or an Indenture Trustee’s Lien (except to the extent such failure was caused directly by the failure of the Owner to perform any obligation under an Owner Document), or (C) the willful misconduct or the gross negligence of such Indemnitee (or any member of the Related Indemnitee Group) (other than gross negligence imputed to such Indemnitee (or any member of the Related Indemnitee Group) solely by reason of its interest in the Aircraft), or (D) with respect to any Indemnitee, a disposition (voluntary or involuntary) by such Indemnitee of all or any part of such Indemnitee’s interest in the Airframe, any Engine or in the Operative Documents other than during the continuance of an Event of Default under the Trust Indenture, or (E) any Tax whether or not the Owner is required to indemnify therefor pursuant to this Agreement, or (I) any Expense which is specified to be for the account of an Indemnitee pursuant to any Operative Document without express right of reimbursement under any Operative Document, or (J) as to any Indemnitee the funding of such Indemnitee’s participation in the transaction contemplated by the Operative Documents giving rise to a “prohibited transaction” within the meaning of the provisions of the Code or the Regulations of the United States Department of Labor implementing ERISA or any other violation of the fiduciary responsibility provisions of ERISA. The foregoing indemnity shall not extend to any Expense to the extent that such Expense is not caused by, or does not arise out of, an act, omission or event which occurs prior to the termination of the Lien of the Trust Indenture and the payment of all other payments required to be paid by the Owner under the Operative Documents.

The Owner further agrees that any payment or indemnity pursuant to this Section 7(c) in respect of any Expenses shall be in an amount which, after deduction of all Taxes required to be paid by such recipient with respect to such payment or indemnity under the laws of any Federal, state or local government or taxing authority in the United States, or under the laws of any taxing authority or governmental subdivision of a foreign country, or any territory or possession of the United States or any international authority, shall be equal to the excess, if any, of (A) the amount of such Expense over (B) the net reduction in Taxes required to be paid by such recipient resulting from the accrual or payment of such Expense.

If, by reason of any Expense payment made to or for the account of an Indemnitee by the Owner pursuant to this Section 7(c), such Indemnitee subsequently realizes a tax deduction or credit (including foreign tax credit and any reduction in Taxes) not previously taken into account in computing such payment, such Indemnitee shall promptly pay to the Owner, but only if the Owner shall have made all payments then due and owing to such Indemnitee under the Operative Documents, an amount equal to the sum of (I) the actual reduction in Taxes realized by such Indemnitee which is attributable to such deduction or credit, and (II) the actual reduction in Taxes realized by such Indemnitee as a result of any payment made by such Indemnitee pursuant to this sentence.
If a claim is made against an Indemnitee involving one or more Expenses and such Indemnitee has notice thereof, such Indemnitee shall promptly, upon receiving such notice, give notice of such claim to the Owner; provided that the failure to provide such notice shall not release the Owner from any of its obligations to indemnify hereunder, and no payment by the Owner to an Indemnitee pursuant to this Section 7(c) shall be deemed to constitute a waiver or release of any right or remedy which the Owner may have against such Indemnitee for any actual damages as a result of the failure by such Indemnitee to give the Owner such notice. The Owner shall be entitled, at its sole cost and expense, acting through counsel acceptable to the respective Indemnitee, (A) so long as the Owner has agreed in a writing acceptable to such Indemnitee that the Owner is liable to such Indemnitee for such Expense hereunder (unless such Expense is covered by the proviso to the first paragraph of this Section 7(c)), in any judicial or administrative proceeding that involves solely a claim for one or more Expenses, to assume responsibility for and control thereof; (B) so long as the Owner has agreed in a writing acceptable to such Indemnitee that the Owner is liable to such Indemnitee for such Expense hereunder (unless such Expense is covered by the proviso to the first paragraph of this Section 7(c)), in any judicial or administrative proceeding involving a claim for one or more Expenses and other claims related or unrelated to the transactions contemplated by the Operative Documents, to assume responsibility for and control of such claim for Expenses to the extent that the same may be and is severed from such other claims (and such Indemnitee shall use its best efforts to obtain such severance), and (C) in any other case, to be consulted by such Indemnitee with respect to judicial proceedings subject to the control of such Indemnitee. Notwithstanding any of the foregoing to the contrary, the Owner shall not be entitled to assume responsibility for and control of any such judicial or administrative proceedings (M) while an Event of Default shall have occurred and be continuing, (N) if such proceedings will involve a material risk of the sale, forfeiture or loss of, or the creation of any Lien (other than a Permitted Lien) on the Aircraft, the Collateral or any part thereof, or (O) if such proceeding could in the good faith opinion of such Indemnitee entail any material risk of criminal liability or present a conflict of interest making separate representation necessary. The affected Indemnitee may participate at its own expense and with its own counsel in any judicial proceeding controlled by the Owner pursuant to the preceding provisions.

The affected Indemnitee shall supply the Owner with such information reasonably requested by the Owner as is necessary or advisable for the Owner to control or participate in any proceeding to the extent permitted by this Section 7(c). Such Indemnitee shall not enter into a settlement or other compromise with respect to any Expense without the prior written consent of the Owner, which consent shall not be unreasonably withheld or delayed, unless such Indemnitee waives its right to be indemnified with respect to such Expense under this Section 7(c).

The Owner shall supply the affected Indemnitee with such information reasonably requested by such Indemnitee as is necessary or advisable for such Indemnitee to control or participate in any proceeding to the extent permitted by this Section 7(c).

When the Owner or the insurers under a policy of insurance maintained by the Owner (or any Lessee) undertakes the defense of an Indemnitee with respect to an Expense, no additional legal fees or expenses of such Indemnitee in connection with the defense of such Indemnitee shall be indemnified hereunder unless such fees or expenses were incurred at the written request of the Owner or such insurers, provided that no such defense shall be compromised or settled on a basis that admits any gross negligence or willful misconduct on the part of such Indemnitee without such Indemnitee’s prior consent.

In the case of any Expense indemnified by the Owner hereunder which is covered by a policy of insurance maintained by the Owner (or any Lessee) pursuant to Section 7.04 of the Trust Indenture or otherwise, it shall be a condition of such indemnity with respect to any particular Indemnitee that such Indemnitee shall cooperate with the insurers in the exercise of their rights to investigate, defend or compromise such Expense as may be required to retain the benefits of such insurance with respect to such Expense. Notwithstanding any of the foregoing to the contrary, with respect to any Expense which is covered under policies of insurance maintained by the Owner (or any Lessee) pursuant to
Section 7.04 of the Trust Indenture or otherwise, the rights of an Indemnitee to control or participate in any proceeding shall be modified to the extent necessary to comply with the requirements of such policies and the rights of the insurers thereunder.

Upon payment of any Expense or Tax pursuant to this Section 7, the Owner or, if any Expense or Tax has been paid by insurers, the insurers, without any further action, shall be subrogated to any claims the affected Indemnitee may have relating thereto other than claims under Section 5.03 of the Trust Indenture. Such Indemnitee agrees to give such further assurances or agreements and to cooperate with the Owner or the insurers to permit the Owner or the insurers to pursue such claims, if any, to the extent reasonably requested by the Owner or the insurers.

In the event that the Owner shall have paid an amount to an Indemnitee pursuant to this Section 7(c), and such Indemnitee subsequently shall be reimbursed in respect of such indemnified amount from any other Person, such Indemnitee shall prompt pay to the Owner an amount equal to the amount of such reimbursement (but in no event more than such payment from the Owner) plus any net tax benefit (or minus any net tax detriment) realized by such Indemnitee as a result of any reimbursement received and payment made by such Indemnitee pursuant to this sentence, provided that (i) no Event of Default has occurred and is continuing and (ii) such Indemnitee shall have no obligation to reimburse the Owner if the Owner has not paid such Indemnitee all amounts required pursuant to this Section 7(c) and any other amounts then due to such Indemnitee from the Owner under any of the Operative Documents.

The Owner’s obligations under the indemnities provided for in this Agreement shall be those of a primary obligor, whether or not the Person indemnified shall also be indemnified with respect to the same matter under the terms of any other document or instrument, and the Person seeking indemnification from the Owner pursuant to any provision of this Agreement may proceed directly against the Owner without first seeking to enforce any other right of indemnification.
TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of [ ]

Between

NORTHWEST AIRLINES, INC.,

Owner

and

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, except as expressly stated herein, but solely as Indenture Trustee,

Indenture Trustee

SECURED CERTIFICATES COVERING
ONE EMBRAER ERJ 170-200 LR AIRCRAFT
BEARING U.S. REGISTRATION MARK N[ ]
OWNED BY NORTHWEST AIRLINES, INC.

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TRUST INDENTURE AND SECURITY AGREEMENT

TRUST INDENTURE AND SECURITY AGREEMENT [NW ], dated as of [ ] (“Trust Indenture”) between NORTHWEST AIRLINES, INC., a Minnesota corporation (the “Owner”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association, not in its individual capacity, except as expressly stated herein, but solely as Indenture Trustee hereunder (together with its successors hereunder, the “Indenture Trustee”).

WITNESSETH:

WHEREAS, all capitalized terms used herein shall have the respective meanings referred to in Article I hereof;

WHEREAS, the parties desire by this Trust Indenture, among other things, (i) to provide for the issuance by the Owner to the Pass Through Trustees (or their designee) of the Secured Certificates specified on Schedule I hereto and any Additional Series and (ii) to provide for the assignment, mortgage and pledge by the Owner to the Indenture Trustee, as part of the Collateral hereunder, among other
things, of all of the Owner’s right, title and interest in and to the Aircraft and, except as hereinafter expressly provided, all payments and other amounts received hereunder in accordance with the terms hereof, as security for, among other things, the Owner’s obligations to the Indenture Trustee, for the benefit and security of the Certificate Holders and the Related Certificate Holders as provided in Section 2.15 and Article III hereof;

WHEREAS, all things have been done to make the Secured Certificates, when executed by the Owner and authenticated and delivered by the Indenture Trustee hereunder, the valid, binding and enforceable obligations of the Owner; and

WHEREAS, all things necessary to make this Trust Indenture the valid, binding and legal obligation of the Owner for the uses and purposes herein set forth, in accordance with its terms, have been done and performed and have happened:

GRANTING CLAUSE

NOW, THEREFORE, THIS TRUST INDENTURE AND SECURITY AGREEMENT WITNESSETH, that, to secure the prompt payment of the Principal Amount of, interest on, Make-Whole Amount, if any, and all other amounts due with respect to (a) all Secured Certificates from time to time outstanding hereunder and the performance and observance by the Owner of all the agreements, covenants and provisions contained herein and in the Participation Agreement and the Secured Certificates and the prompt payment of all amounts from time to time owing hereunder and under the Participation Agreement to the Certificate Holders and the Indenture Indemnites by the Owner for the benefit of the Certificate Holders and the Indenture Indemnites, and (b) all Related Secured Certificates from time to time outstanding under the Related Trust Indentures and the performance and observance by the Owner of all the agreements, covenants and provisions contained in the Related Operative Documents and the prompt payment of all amounts from time to time owing under the Related Operative Documents to the Related Certificate Holders and the Related Indenture Indemnites by the Owner, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and of the acceptance of the Secured Certificates and Related Secured Certificates by the holders thereof, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged, the Owner has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors in trust and assigns, for the security and benefit of the Certificate Holders, the Indenture Indemnites, the Related Certificate Holders and the Related Indenture Indemnites, a first priority security interest in and mortgage lien on all right, title and interest of the Owner in, to and under the following described property, rights and privileges, (including all property hereafter specifically subjected to the Lien of this Trust Indenture by the Trust Indenture Supplement or any mortgage supplemental hereto), to wit:

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(a) the Aircraft (including the Airframe and the Engines and all replacements thereof and substitutions therefor as provided herein), all as more particularly described in the Trust Indenture Supplement executed and delivered with respect to the Aircraft or any such replacements or substitutions therefor, as provided in this Trust Indenture and all logs, manuals maintained on the Aircraft and modification and maintenance records at any time required to be maintained with respect to the Aircraft, in accordance with the rules and regulations of the FAA if the Aircraft is registered under the laws of the United States or the rules and regulations of the government of the country of registry of the Aircraft if the Aircraft is registered under the laws of a jurisdiction other than the United States;

(b) the Contract Rights, but subject always to the provisions of Section 7.07 hereof;

(c) all insurance and requisition proceeds with respect to the Aircraft, including but not limited to the insurance required under Section 7.04 hereof, but excluding any insurance maintained by the Owner and not required under Section 7.04 hereof;

(d) all monies and securities from time to time deposited or required to be deposited with the Indenture Trustee pursuant to any terms of this Indenture or required hereby to be held by the Indenture Trustee hereunder; and

(e) all proceeds of the foregoing.

SUBJECT TO all of the terms and conditions of this Trust Indenture and the rights of the Owner hereunder.

Concurrently with the delivery hereof, the Owner is delivering to the Indenture Trustee executed copies of the Participation Agreement and the Consent and Agreement.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, and its successors and assigns, in trust for the benefit and security of the Certificate Holders, the Indenture Indemnitees, the Related Certificate Holders and the Related Indenture Indemnitees, except as provided in Section 2.15 and Article III hereof without any preference, distinction or priority of any one Secured Certificate over any other by reason of priority of time of issue, sale, negotiation, date of maturity thereof or otherwise for any reason whatsoever, and for the uses and purposes and in all cases and as to all property specified in paragraphs (a) through (e) inclusive above, subject to the terms and provisions set forth in this Trust Indenture.

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Owner shall remain liable under each of the Indenture Agreements to which it is a party to perform all of the obligations assumed by it thereunder, except to the extent prohibited or excluded from doing so pursuant to the terms and provisions thereof, and the Indenture Trustee, the Certificate Holders, the Indenture Indemnitees, the Related Certificate Holders and the Related Indenture Indemnitees shall have no obligation or liability under the Indenture Agreements, by reason of or arising out of the assignment hereunder, nor shall the Indenture Trustee, the Certificate Holders, the Indenture Indemnitees, the Related Certificate Holders or the Related Indenture Indemnitees be required or obligated in any manner to perform or fulfill any obligations of the Owner under or pursuant to any of the Indenture Agreements to which it is a party, or, except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

The Owner does hereby constitute the Indenture Trustee the true and lawful attorney of the Owner, irrevocably, granted for good and valuable consideration and coupled with an interest and with full power of substitution, and with full power (in the name of the Owner or otherwise) to ask for, require, demand, receive, compound and give acquittance for any and all monies and claims for monies (in each case including insurance and requisition proceeds) due and to become due under or arising out of the Indenture Agreements, and all other property which now or hereafter constitutes part of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or to institute any proceedings which the Indenture Trustee may deem to be necessary or advisable in the premises; provided that the Indenture Trustee shall not exercise any such rights except upon the occurrence and during the continuance
of an Event of Default hereunder. Without limiting the generality of the foregoing, but subject to the rights of the Owner hereunder, during the continuance of any Event of Default under this Trust Indenture, the Indenture Trustee shall have the right under such power of attorney to accept any offer in connection with the exercise of remedies as set forth herein of any purchaser to purchase the Airframe and Engines and upon such purchase to execute and deliver in the name of and on behalf of the Owner an appropriate bill of sale and other instruments of transfer relating to the Airframe and Engines, when purchased by such purchaser, and to perform all other necessary or appropriate acts with respect to any such purchase, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Owner or otherwise, which the Indenture Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Indenture Trustee in and to such other sums and the security intended to be afforded hereby; provided, however, that no action of the Indenture Trustee pursuant to this paragraph shall increase the obligations or liabilities of the Owner to any Person beyond those obligations and liabilities specifically set forth in this Trust Indenture and in the other Operative Documents.

The Owner agrees that at any time and from time to time, upon the written request of the Indenture Trustee, the Owner will promptly and duly execute and deliver or cause to be duly executed and delivered any and all such further instruments and documents as the Indenture Trustee may reasonably deem necessary or desirable to perfect, preserve or protect the mortgage, security interests and assignments created or intended to be created hereby or to obtain for the Indenture Trustee the full benefits of the assignment hereunder and of the rights and powers herein granted.

The Owner does hereby warrant and represent that it has not assigned or pledged, and hereby covenants and agrees that it will not assign or pledge, so long as the assignment hereunder shall remain in effect, and the Lien hereof shall not have been released pursuant to Section 11.01 hereof, any of its right, title or interest hereby assigned, to anyone other than the Indenture Trustee and its predecessor(s) in this transaction.

IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS

Unless otherwise defined herein or the context requires otherwise, capitalized terms utilized but not defined herein shall have the respective meanings set forth or incorporated by reference in Annex A hereto for all purposes of this Trust Indenture.

ARTICLE II

THE SECURED CERTIFICATES

SECTION 2.01. Form of Secured Certificates.

The Secured Certificates shall be substantially in the form set forth below:
THIS SECURED CERTIFICATE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE. ACCORDINGLY, THIS SECURED CERTIFICATE MAY NOT BE SOLD UNLESS EITHER REGISTERED UNDER THE ACT AND SUCH APPLICABLE STATE LAWS OR AN EXEMPTION FROM SUCH REGISTRATIONS IS AVAILABLE.

NORTHWEST AIRLINES, INC. SERIES [ ] SECURED CERTIFICATE DUE [ ] ISSUED IN CONNECTION WITH THE EMBRAER ERJ 170-200 LR AIRCRAFT BEARING UNITED STATES REGISTRATION NUMBER N[

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<th>INTEREST RATE</th>
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NORTHWEST AIRLINES, INC. (the “Owner”), hereby promises to pay to [ ], or the registered assignee thereof, the principal sum of $ (the “Principal Amount”), together with interest on the amount of the Principal Amount remaining unpaid from time to time (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the date hereof until paid in full at a rate per annum equal to the interest rate indicated above. The Principal Amount of this Secured Certificate shall be payable in installments on the dates set forth in Schedule I hereto equal to the corresponding percentage of the Principal Amount of this Secured Certificate set forth in Schedule I hereto. Accrued but unpaid interest shall be due and payable in semi-annual installments commencing [May/November 1, ], and thereafter on [November 1] and [May 1] of each year, to and including [ ]. Notwithstanding the foregoing, the final payment made on this Secured Certificate shall be in an amount sufficient to discharge in full the unpaid Principal Amount and all accrued and unpaid interest on, and any other amounts due under, this Secured Certificate. Notwithstanding anything to the contrary contained herein, if any date on which a payment under this Secured Certificate becomes due and payable is not a Business Day then such payment shall not be made on such scheduled date but shall be made on the next succeeding Business Day and if such payment is made on such next succeeding Business Day, no interest shall accrue on the amount of such payment during such extension.

For purposes hereof, the term “Trust Indenture” means the Trust Indenture and Security Agreement [NW ], dated as of [ ], between the Owner and U.S. Bank National Association (the “Indenture Trustee”), as the same may be amended or supplemented from time to time. All other capitalized terms used in this Secured Certificate and not defined herein shall have the respective meanings assigned in the Trust Indenture.

This Secured Certificate shall bear interest, payable on demand, at the Past Due Rate (calculated on the basis of a year of 360 days comprised of twelve 30-day months) on any overdue Principal Amount, any overdue Make-Whole Amount, if any, and (to the extent permitted by applicable Law) any overdue interest and any other amounts payable hereunder which are overdue, in each case for the period the same is overdue. Amounts shall be overdue if not paid when due (whether at stated maturity, by acceleration or otherwise).

There shall be maintained a Secured Certificate Register for the purpose of registering transfers and exchanges of Secured Certificates at the Corporate Trust Office of the Indenture Trustee or at the office of any successor in the manner provided in Section 2.07 of the Trust Indenture.

The Principal Amount and interest and other amounts due hereunder shall be payable in Dollars in immediately available funds at the Corporate Trust Office of the Indenture Trustee, or as otherwise provided in the Trust Indenture. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Secured Certificate, except that in the case of any final payment with respect to this Secured Certificate, the Secured Certificate shall be surrendered promptly thereafter to the Indenture Trustee for cancellation.
The holder hereof, by its acceptance of this Secured Certificate, agrees that, except as provided in the Trust Indenture, each payment received by it hereunder shall be applied, first, to the payment of accrued interest on this Secured Certificate (as well as any interest on any overdue Principal Amount, any overdue Make-Whole Amount, if any, or, to the extent permitted by Law, any overdue interest and other amounts hereunder) to the date of such payment, second, to the payment of the Principal Amount of this Secured Certificate then due, third, to the payment of Make-Whole Amount, if any, and any other amount due hereunder or under the Trust Indenture, and fourth, the balance, if any, remaining thereafter, to the payment of Principal Amount of this Secured Certificate remaining unpaid in the inverse order of their normal maturity.

This Secured Certificate is one of the Secured Certificates referred to in the Trust Indenture which have been or are to be issued by the Owner pursuant to the terms of the Trust Indenture. The Collateral is held by the Indenture Trustee as security, in part, for the Secured Certificates. The provisions of this Secured Certificate are subject to the Trust Indenture and each Related Trust Indenture as set forth therein. Reference is hereby made to the Trust Indenture, the Participation Agreement, the Operative Documents, each Related Trust Indenture and the Related Operative Documents for a complete statement of the rights and obligations of the holder of, and the nature and extent of the security for, this Secured Certificate (including as a “Related Secured Certificate” under each Related Trust Indenture) and the rights and obligations of the holders of, and the nature and extent of the security for, any other Secured Certificates executed and delivered under the Trust Indenture, as well as for a statement of the terms and conditions of the trust created by the Trust Indenture, to all of which terms and conditions in the Trust Indenture, the Participation Agreement, the Operative Documents, each Related Trust Indenture and the Related Operative Documents each holder hereof agrees by its acceptance of this Secured Certificate.

As provided in the Trust Indenture and subject to certain limitations therein set forth, this Secured Certificate is exchangeable for a like aggregate Principal Amount of Secured Certificates of the same Series of different authorized denominations, as requested by the holder surrendering the same.

Prior to due presentment for registration of transfer of this Secured Certificate, the Owner and the Indenture Trustee shall treat the person in whose name this Secured Certificate is registered as the owner hereof for all purposes whether or not this Secured Certificate be overdue, and neither of the Owner nor the Indenture Trustee shall be affected by notice to the contrary.

This Secured Certificate is subject to redemption as provided in Sections 2.10, 2.11 and 2.12 of the Trust Indenture but not otherwise.

This Secured Certificate is subject to purchase as set forth in Section 2.7 of the Intercreditor Agreement, and to certain restrictions set forth in Sections 4.1(a)(ii) and 4.1(a)(iii) of the Intercreditor Agreement, as further specified in Section 2.07 of the Trust Indenture, to all of which terms and conditions in the Intercreditor Agreement each holder hereof agrees by its acceptance of this Secured Certificate.

The indebtedness evidenced by this Secured Certificate [shall rank in right of payment equally with all other Series A Secured Certificates but shall rank senior in right of payment to all the other Secured Certificates](1) [is, to the extent and in the manner provided in the Trust Indenture, subordinate and subject in right of payment to the prior payment in full of the Secured Obligations (as defined in the Trust Indenture) in respect of [Series A Secured Certificates](2) [Series A Secured Certificates and Series B Secured Certificates](3), and certain other Secured Obligations and this Secured Certificate is issued subject to such provisions.](4) The Certificate Holder of this Secured Certificate, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Indenture Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in the Trust Indenture and (c) appoints the Indenture Trustee his attorney-in-fact for such purpose.

Unless the certificate of authentication hereon has been executed by or on behalf of the Indenture Trustee by manual signature, this Secured Certificate shall not be entitled to any benefit under the Trust Indenture or be valid or obligatory for any purpose.
THIS SECURED CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

* * *

(1) To be inserted in the case of a Series A Secured Certificate.
(2) To be inserted in the case of a Series B Secured Certificate.
(3) To be inserted in the case of an Additional Series Secured Certificate.
(4) To be inserted in the case of any Secured Certificate other than a Series A Secured Certificate.

IN WITNESS WHEREOF, the Owner has caused this Secured Certificate to be executed in its corporate name by its officer thereunto duly authorized on the date hereof.

NORTHWEST AIRLINES, INC.,

By _______________________________

Name: _______________________________
Title: _______________________________

INDENTURE TRUSTEE’S CERTIFICATE OF AUTHENTICATION

This is one of the Secured Certificates referred to in the within-mentioned Trust Indenture.

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity but solely as Indenture Trustee

By _______________________________

Name: _______________________________
Title: _______________________________

SCHEDULE I
SECURED CERTIFICATES AMORTIZATION

<table>
<thead>
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<th>Percentage of Principal Amount to be Paid</th>
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SECTION 2.02. Issuance and Terms of Secured Certificates.

The Secured Certificates shall be dated the date of issuance thereof, shall be issued in two separate series consisting of Series A and Series B and in the maturities and principal amounts and shall bear interest as specified in Schedule I hereto. On the Closing Date, each Secured Certificate shall be issued to the Pass Through Trustees (or their designee) under the Pass Through Trust Agreements as set forth on Schedule II hereto. In addition, the Owner shall have the option to issue Additional Series Secured Certificates at any time and from time to time subject to the terms of Section 5(a)(i) of the Note Purchase Agreement and Section 9.1(d) of the Intercreditor Agreement. The Additional Series Secured Certificates may be issued in an unlimited number of separate series (if more than one series of Additional Series Secured Certificates are so issued, each such series shall have a different designation as such, for example “Series C”, “Series D”, etc.), shall be dated the date of original issuance thereof and shall have such maturities, principal amounts and interest rates as specified in an amendment to this Trust Indenture. In addition, new Series B Secured Certificates may be issued pursuant to the provisions of Section 2.11(b) hereof. The Secured Certificates shall be issued in registered form only. The Secured Certificates shall be issued in denominations of $1,000 and integral multiples thereof, except that one Secured Certificate of each Series may be in an amount that is not an integral multiple of $1,000.

Each Secured Certificate shall bear interest at the Debt Rate (calculated on the basis of a year of 360 days comprised of twelve 30-day months) on the unpaid Principal Amount thereof from time to time outstanding, payable in arrears on [May/November 1], and on each [November 1] and [May 1] thereafter until maturity. The Principal Amount of each Series A and Series B Secured Certificate shall be payable on the dates and in the installments equal to the corresponding percentage of the Principal Amount as set forth in Schedule I hereto (as amended, in the case of any Additional Series Secured Certificates, at the time of original issuance of such Additional Series) applicable to such Series which shall be attached as Schedule I to the Series A and Series B Secured Certificates. Notwithstanding the foregoing, the final payment made under each Series A and Series B Secured Certificate shall be in an amount sufficient to discharge in full the unpaid Principal Amount and all accrued and unpaid interest on, and any other amounts due under, such Secured Certificate. Each Secured Certificate shall bear interest at the Past Due Rate (calculated on the basis of a year of 360 days comprised of twelve 30-day months) on any part of the Principal Amount, Make-Whole Amount, if any, and to the extent permitted by applicable Law, interest and any other amounts payable thereunder not paid when due for any period during which the same shall be overdue, in each case for the period the same is overdue. Amounts shall be overdue if not paid when due (whether at stated maturity, by acceleration or otherwise). Notwithstanding anything to the contrary contained herein, if any date on which a payment under any Secured Certificate becomes due and payable is not a Business Day then such payment shall not be made on such scheduled date but shall be made on the next succeeding Business Day and if such payment is made on such next succeeding Business Day, no interest shall accrue on the amount of such payment during such extension.

Without duplication of amounts paid by the Owner under the Participation Agreement, any other Operative Document or any Pass Through Trust Agreement, the Owner agrees to pay to the Indenture Trustee for distribution in accordance with Section 3.04 hereof the Owner’s pro rata share of all amounts owed to the Liquidity Provider by the Subordination Agent under each Liquidity Facility other than amounts due as (i) repayments of the principal of advances thereunder, (ii) interest on Interest Drawings, Final Drawings, Applied Special Termination Advances and Applied Downgrade Advances and Applied Non-Extension Advances (as defined in the Liquidity Facilities) under any Liquidity Facility except to the extent included in Net Interest and Related Charges, and (iii) fees payable to the Liquidity Provider payable (whether or not in fact paid) under Section 7(a) of the Note Purchase Agreement (as originally in effect or amended). As used in this Section, “Owner’s pro rata share” means as of any time:
(A) with respect to all amounts other than Net Interest and Related Charges, a fraction the numerator of which is the aggregate principal balance then outstanding of the Secured Certificates and the denominator of which is the aggregate principal balance then outstanding of all Equipment Notes, plus

(B) with respect to all Net Interest and Related Charges (x) if there exists a Payment Default under any Secured Certificate a fraction, the numerator of which is the aggregate principal balance then outstanding of the Secured Certificates and the denominator of which is the aggregate principal balance then outstanding of all Equipment Notes issued under Indentures under which there exists a Payment Default or (y) at all other times, zero.

As used in this Section, “Net Interest and Related Charges” means the sum of (i) the amount, if any, by which interest payable to the Liquidity Provider on any Interest Drawing, Final Drawing, Applied Downgrade Advance, Applied Special Termination Advance and/or Applied Non-Extension Advance (as defined in the Liquidity Facilities) exceeds the amount which would be payable if such drawings bore interest at the Designated Interest Rate plus (ii) any amounts payable under Section 3.01, Section 3.02, Section 3.03 or Section 7.07 of each Liquidity Facility (or similar provisions of any succeeding Liquidity Facility) which result from any Interest Drawing, Final Drawing, Applied Downgrade Advance, Applied Special Termination Advance or Applied Non-Extension Advance (as defined in the Liquidity Facilities). As used in this Section “Designated Interest Rate” means the weighted average Past Due Rate (as defined in the applicable Indentures) except that with respect to that portion of any Final Drawing (or Applied Downgrade Advance, Applied Special Termination Advance or Applied Non-Extension Advance which becomes a Final Drawing) which remains in a Cash Collateral Account, Designated Interest Rate means the weighted average Investment Earnings of funds in the Cash Collateral Accounts. As used in this Section, a Payment Default when used in connection with a Secured Certificate or Equipment Note means a default in the payment of principal thereof or interest thereon which has not been cured other than solely because of acceleration. The following terms are used in this Section as defined in the Intercreditor Agreement without regard to any amendment, modification or supplement thereto after the Closing Date (except for any amendment made pursuant to Sections 9.1(c) or 9.1(d) of the Intercreditor Agreement): Cash Collateral Accounts, Equipment Notes, Final Drawing, Indentures, Interest Drawing and Investment Earnings.

The Secured Certificates shall be executed on behalf of the Owner by its President or one of its Vice Presidents, its Treasurer or Assistant Secretaries or other authorized officer. Secured Certificates bearing the signatures of individuals who were at any time the proper officers of the Owner shall bind the Owner, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Secured Certificates or did not hold such offices at the respective dates of such Secured Certificates. The Owner may from time to time execute and deliver Secured Certificates with respect to the Aircraft to the Indenture Trustee for authentication upon original issue and such Secured Certificates shall thereupon be authenticated and delivered by the Indenture Trustee upon the written request of the Owner signed by a Vice President, its Treasurer or other authorized officer of the Owner; provided, however, that each such request shall specify the aggregate Principal Amount of all Secured Certificates to be authenticated hereunder on original issue with respect to the Aircraft. No Secured Certificate shall be secured by or entitled to any benefit under this Trust Indenture or be valid or obligatory for any purposes, unless there appears on such Secured Certificate a certificate of authentication in the form provided for herein executed by the Indenture Trustee by the manual signature of one of its authorized officers and such certificate upon any Secured Certificates shall be conclusive evidence, and the only evidence, that such Secured Certificate has been duly authenticated and delivered hereunder.

SECTION 2.03. [Intentionally Omitted].

SECTION 2.04. Method of Payment.

(a) The Principal Amount of, interest on, Make-Whole Amount, if any, and other amounts due under each Secured Certificate or hereunder will be payable in Dollars by wire transfer of immediately available funds not later than 12:00 noon, New York City time, on the due date of payment to the Indenture Trustee at the Corporate Trust Office for distribution among the Certificate Holders in the manner provided herein. The Owner shall not have any responsibility for the distribution of such payment to any Certificate Holder.
Notwithstanding the foregoing or any provision in any Secured Certificate to the contrary, the Indenture Trustee will use reasonable efforts to pay or cause to be paid, if so directed in writing by any Certificate Holder (with a copy to the Owner), all amounts paid by the Owner hereunder and under such holder’s Secured Certificate or Secured Certificates to such holder or a nominee therefor.

(including all amounts distributed pursuant to Article III of this Trust Indenture) by transferring, or causing to be transferred, by wire transfer of immediately available funds in Dollars, prior to 2:00 p.m., New York City time, on the due date of payment, to an account maintained by such holder with a bank located in the continental United States the amount to be distributed to such holder, for credit to the account of such holder maintained at such bank. If the Indenture Trustee shall fail to make any such payment as provided in the immediately preceding sentence after its receipt of funds at the place and prior to the time specified above, the Indenture Trustee, in its individual capacity and not as trustee, agrees to compensate such holders for loss of use of funds at the Federal Funds Rate until such payment is made and the Indenture Trustee shall be entitled to any interest earned on such funds until such payment is made. Any payment made hereunder shall be made without any presentment or surrender of any Secured Certificate, except that, in the case of the final payment in respect of any Secured Certificate, such Secured Certificate shall be surrendered to the Indenture Trustee for cancellation promptly after such payment. Notwithstanding any other provision of this Trust Indenture to the contrary, the Indenture Trustee shall not be required to make, or cause to be made, wire transfers as aforesaid prior to the first Business Day on which it is practicable for the Indenture Trustee to do so in view of the time of day when the funds to be so transferred were received by it if such funds were received after 12:00 noon, New York City time, at the place of payment. Prior to the due presentment for registration of transfer of any Secured Certificate, the Owner and the Indenture Trustee shall deem and treat the Person in whose name any Secured Certificate is registered on the Secured Certificate Register as the absolute owner and holder of such Secured Certificate for the purpose of receiving payment of all amounts payable with respect to such Secured Certificate and for all other purposes, and none of the Owner or the Indenture Trustee shall be affected by any notice to the contrary. So long as any signatory to the Participation Agreement or nominee thereof shall be a registered Certificate Holder, all payments to it shall be made to the account of such Certificate Holder specified in Schedule I thereto and otherwise in the manner provided in or pursuant to the Participation Agreement unless it shall have specified some other account or manner of payment by notice to the Indenture Trustee consistent with this Section 2.04.

(b) The Indenture Trustee, as agent for the Owner, shall exclude and withhold at the appropriate rate from each payment of Principal Amount of, interest on, Make-Whole Amount, if any, and other amounts due hereunder or under each Secured Certificate (and such exclusion and withholding shall constitute payment in respect of such Secured Certificate) any and all withholding taxes applicable thereto as required by Law. The Indenture Trustee agrees to act as such withholding agent and, in connection therewith, whenever any present or future United States taxes or similar charges are required to be withheld with respect to any amounts payable hereunder or in respect of the Secured Certificates, to withhold such amounts (and such withholding shall constitute payment in respect of such Secured Certificate) and timely pay the same to the appropriate authority in the name of and on behalf of the Certificate Holders, that it will file any necessary United States withholding tax returns or statements when due, and that as promptly as possible after the payment thereof it will deliver to each Certificate Holder (with a copy to the Owner) appropriate receipts showing the payment thereof, together with such additional documentary evidence as any such Certificate Holder may reasonably request from time to time.

If a Certificate Holder which is not a U.S. Person within the meaning of Section 7701(a)(30) of the Code has furnished to the Indenture Trustee a properly completed (including the U.S. Taxpayer Identification Number of the Certificate Holder), accurate and currently effective U.S. Internal Revenue Service Form W-8IMY (with appropriate attachments), W-8BEN or W-8ECI (or such successor form or forms as may be required by the United States Treasury Department or Internal Revenue Service) during the calendar year in which the payment hereunder or under the Secured Certificate(s) held by such holder is made (but prior to the making of such payment), or in either of the two preceding calendar years, and has not notified the Indenture Trustee of the withdrawal or inaccuracy of such form prior to the date of such payment (and the Indenture Trustee
has no reason to know that any information set forth in such form is inaccurate), the Indenture Trustee shall withhold only the amount, if any, required by Law (after taking into account any applicable exemptions claimed by the Certificate Holder) to be withheld from payments hereunder or under the Secured Certificates held by such holder in respect of United States federal income tax (and such withholding shall constitute payment in respect of such Secured Certificate). If a Certificate Holder which is a U.S. Person within the meaning of Section 7701(a)(30) of the Code has furnished to the Indenture Trustee a properly completed and currently effective U.S. Internal Revenue Service Form W-9 prior to a payment hereunder or under the Secured Certificates held by such holder (or if such U.S. Person is exempt from backup withholding), no amount shall be withheld from payments in respect of United States federal income tax. If any Certificate Holder has notified the Indenture Trustee that any of the foregoing forms or certificates is withdrawn or inaccurate, or if such holder has not filed a form claiming an exemption from United States withholding tax or if the Code or the regulations thereunder or the administrative interpretation thereof are at any time after the date hereof amended to require such withholding of United States federal income taxes from payments under the Secured Certificates held by such holder, the Indenture Trustee agrees to withhold from each payment due to the relevant Certificate Holder withholding taxes at the appropriate rate under Law and will, on a timely basis as more fully provided above, deposit such amounts with an authorized depository and make such returns, statements, receipts and other documentary evidence in connection therewith as required by applicable Law.

The Owner shall not have any liability for the failure of the Indenture Trustee to withhold taxes in the manner provided for herein or if any Certificate Holder provides false or inaccurate information on any form required to be delivered under this Section 2.04.

SECTION 2.05. Application of Payments.

In the case of each Secured Certificate, each payment of Principal Amount, Make-Whole Amount, if any, and interest or other amounts due thereon shall be applied:

First: to the payment of accrued interest on such Secured Certificate (as well as any interest on any overdue Principal Amount, any overdue Make-Whole Amount, if any, and to the extent permitted by Law, any overdue interest and any other overdue amounts thereunder) to the date of such payment;

Second: to the payment of the Principal Amount of such Secured Certificate (or a portion thereof) then due thereunder;

Third: to the payment of Make-Whole Amount, if any, and any other amount due hereunder or under such Secured Certificate; and

Fourth: the balance, if any, remaining thereafter, to the payment of the Principal Amount of such Secured Certificate remaining unpaid (provided that such Secured Certificate shall not be subject to redemption except as provided in Sections 2.10, 2.11 and 2.12 hereof).

The amounts paid pursuant to clause “Fourth” above shall be applied to the installments of Principal Amount of such Secured Certificate in the inverse order of their normal maturity.

SECTION 2.06. Termination of Interest in Collateral.

Subject to Section 11.01 hereof, no Certificate Holder or any other Indenture Indemnitee shall, as such, have any further interest in, or other right with respect to, the Collateral when and if the Principal Amount of, Make-Whole Amount, if any, and interest on and other amounts due under all Secured Certificates held by such Certificate Holder and all other sums then payable to such Certificate Holder or such Indenture Indemnitee hereunder and under the other Operative Documents by the Owner (the “Secured Obligations”) shall have been paid in full.

No Related Certificate Holder or Related Indenture Indemnitee shall have any further interest in, or other right with respect to, the Collateral when and if all Related Secured Obligations shall have been paid in full.
SECTION 2.07. Registration, Transfer and Exchange of Secured Certificates.

The Indenture Trustee shall keep a register (the "Secured Certificate Register") in which the Indenture Trustee shall provide for the registration of Secured Certificates and the registration of transfers of Secured Certificates. No such transfer shall be given effect unless and until registration hereunder shall have occurred. The Secured Certificate Register shall be kept at the Corporate Trust Office of the Indenture Trustee. The Indenture Trustee is hereby appointed “Secured Certificate Registrar” for the purpose of registering Secured Certificates and transfers of Secured Certificates as herein provided. A holder of any Secured Certificate intending to exchange such Secured Certificate shall surrender such Secured Certificate to the Indenture Trustee at the Corporate Trust Office, together with a written request from the registered holder thereof for the issuance of a new Secured Certificate, specifying, in the case of a surrender for transfer, the name and address of the new holder or holders. Upon surrender for registration of transfer of any Secured Certificate, the Owner shall execute, and the Indenture Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Secured Certificates, of a like aggregate Principal Amount and of the same Series. At the option of the Certificate Holder, Secured Certificates may be exchanged for other Secured Certificates of the same Series of any authorized denominations of a like aggregate Principal Amount, upon surrender of the Secured Certificates to be exchanged to the Indenture Trustee at the Corporate Trust Office. Whenever any Secured Certificates are so surrendered for exchange, the Owner shall execute, and the Indenture Trustee shall authenticate and deliver, the Secured Certificates which the Certificate Holder making the exchange is entitled to receive. All Secured Certificates issued upon any registration of transfer or exchange of Secured Certificates (whether under this Section 2.07 or under Section 2.08 hereof or otherwise under this Trust Indenture) shall be the valid obligations of the Owner evidencing the same respective obligations, and entitled to the same security and benefits under this Trust Indenture, as the Secured Certificates surrendered upon such registration of transfer or exchange. Every Secured Certificate presented or surrendered for registration of transfer, shall (if so required by the Indenture Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Indenture Trustee duly executed by the Certificate Holder or such holder’s attorney duly authorized in writing, and the Indenture Trustee shall require evidence satisfactory to it as to the compliance of any such transfer with the Securities Act, and the securities Laws of any applicable state. The Indenture Trustee shall make a notation on each new Secured Certificate of the amount of all payments of Principal Amount previously made on the old Secured Certificate or Secured Certificates with respect to which such new Secured Certificate is issued and the date to which interest on such old Secured Certificate or Secured Certificates has been paid. Interest shall be deemed to have been paid on such new Secured Certificate to the date on which interest shall have been paid on such old Secured Certificate, and all payments of the Principal Amount marked on such new Secured Certificate, as provided above, shall be deemed to have been made thereon. The Owner shall not be required to exchange any surrendered Secured Certificates as provided above during the ten-day period preceding the due date of any payment on such Secured Certificate. The Owner shall in all cases deem the Person in whose name any Secured Certificate shall have been issued and registered as the absolute owner and holder of such Secured Certificate for the purpose of receiving payment of all amounts payable by the Owner with respect to such Secured Certificate and for all purposes until a notice stating otherwise is received from the Indenture Trustee and such change is reflected on the Secured Certificate Register. The Indenture Trustee will promptly notify the Owner of each registration of a transfer of a Secured Certificate. Any such transferee of a Secured Certificate, by its acceptance of a Secured Certificate, (i) agrees to the provisions of this Trust Indenture, the other Operative Documents, the Related Operative Documents and the Participation Agreement applicable to Certificate Holders, including Sections 6, 8(e), 8(k), 8(l), 8(q), 8(r), 8(t), 8(cc), 10, 13(b), 13(c), 15(b), 15(c) and 16 thereof, and shall be deemed to have represented and warranted (except as provided above), and covenanted, to the parties to the Participation Agreement as to the matters represented, warranted and covenanted by the Purchasers in the Participation Agreement, (ii) agrees to the restrictions set forth in Sections 4.1(a)(ii) and 4.1(a)(iii) of the Intercreditor Agreement, and shall be deemed to have covenanted to the parties to the Intercreditor Agreement not to give any direction, or otherwise authorize, the Indenture Trustee to take any action that would violate Sections 4.1(a)(ii) or 4.1(a)(iii) of the Intercreditor Agreement and (iii) agrees to the provisions of Section 2.7 of the Intercreditor Agreement, and shall be deemed to have covenanted to the parties to the Intercreditor Agreement to perform its obligations as a Certificate Holder under Section 2.7 of the Intercreditor Agreement. Subject to compliance by the Certificate Holder and its transferee (if any) of the requirements set forth in this Section 2.07, the Indenture Trustee and the Owner shall use all reasonable efforts to issue new Secured Certificates upon transfer or exchange within 10 Business Days of the date a Secured Certificate is surrendered for transfer or exchange.
SECTION 2.08. Mutilated, Destroyed, Lost or Stolen Secured Certificates.

If any Secured Certificate shall become mutilated, destroyed, lost or stolen, the Owner shall, upon the written request of the holder of such Secured Certificate, execute and the Indenture Trustee shall authenticate and deliver in replacement thereof a new Secured Certificate of the same Series, payable in the same Principal Amount dated the same date and captioned as issued in connection with the Aircraft. If the Secured Certificate being replaced has become mutilated, such Secured Certificate shall be surrendered to the Indenture Trustee and a photocopy thereof shall be furnished to the Owner. If the Secured Certificate being replaced has been destroyed, lost or stolen, the holder of such Secured Certificate shall furnish to the Owner and the Indenture Trustee such security or indemnity as may be required by them to save the Owner and the Indenture Trustee harmless and evidence satisfactory to the Owner and the Indenture Trustee of the destruction, loss or theft of such Secured Certificate and of the ownership thereof. If a “qualified institutional buyer” of the type referred to in paragraph (a)(I)(i)(A), (B), (D) or (E) of Rule 144A under the Securities Act (a “QIB”) is the holder of any such destroyed, lost or stolen Secured Certificate, then the written indemnity of such QIB, signed by an authorized officer thereof, in favor of, delivered to and in form reasonably satisfactory to the Owner and the Indenture Trustee shall be accepted as satisfactory indemnity and security and no further indemnity or security shall be required as a condition to the execution and delivery of such new Secured Certificate. Subject to compliance by the Certificate Holder of the requirements set forth in this Section 2.08, the Indenture Trustee and the Owner shall use all reasonable efforts to issue new Secured Certificates within 10 Business Days of the date of the written request therefor from the Certificate Holder.

SECTION 2.09. Payment of Expenses on Transfer; Cancellation.

(a) No service charge shall be made to a Certificate Holder for any registration of transfer or exchange of Secured Certificates, but the Indenture Trustee, as Secured Certificate Registrar, may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Secured Certificates.

(b) The Indenture Trustee shall cancel all Secured Certificates surrendered for replacement, redemption, transfer, exchange, payment or cancellation and shall destroy the canceled Secured Certificates.

SECTION 2.10. Mandatory Redemptions of Secured Certificates.

On the date on which the Owner is required pursuant to Section 7.06(a)(i) hereof to make payment for an Event of Loss with respect to the Aircraft, all of the Secured Certificates shall be redeemed in whole at a redemption price equal to 100% of the unpaid Principal Amount thereof, together with all accrued interest thereon to the date of redemption and all other Secured Obligations owed or then due and payable to the Certificate Holders but without Make-Whole Amount.

SECTION 2.11. Voluntary Redemptions of Secured Certificates.

(a) At any time, all (but not less than all) of the Secured Certificates may be redeemed by the Owner upon at least 30 days’ revocable prior written notice to the Indenture Trustee and the Certificate Holders, and the Secured Certificates shall be redeemed in whole at a redemption price equal to 100% of the unpaid Principal Amount thereof, together with accrued
interest thereon to the date of redemption and all other Secured Obligations owed or then due and payable to the Certificate Holders plus
Make-Whole Amount, if any.

(b) At any time, subject to the terms and conditions of Section 5(a)(i) of the Note Purchase Agreement, all of the Series B Secured Certificates or all (but not less than all) of any particular series of Additional Series Secured Certificates may be redeemed by the Owner upon at least 30 days’ revocable prior written notice to the Indenture Trustee and the Certificate Holders of each Series to be redeemed, and such Secured Certificates shall be redeemed in whole at a redemption price equal to 100% of the unpaid Principal Amount thereof, together with accrued interest thereon to the date of redemption and all other Secured Obligations then due and payable to the Certificate Holders of such Series plus Make-Whole Amount, if any; provided that concurrently with such redemption of all of such Series of Secured Certificates, the Owner shall (i) redeem all of the Related Secured Certificates of the corresponding Series (as defined in each Related Indenture) then outstanding and (ii) in connection with any redemption of Series B Secured Certificates pursuant to this Section 2.11(b), reissue new Series B Secured Certificates having the terms the same in all material respects as the Series of Secured Certificates so redeemed, except that the interest rate may be different from the Debt Rate for such Series of Secured Certificates so redeemed, the maturity date may be
later than the maturity date of the Series of Secured Certificates so redeemed and the Principal Amount may be greater than the unpaid Principal Amount of the Series of Secured Certificates so redeemed on the redemption date.

(c) At any time, all (but not less than all) of the Series B Secured Certificates may be redeemed by the Owner upon at least 30 days’ revocable prior written notice to the Indenture Trustee and the Certificate Holders of each Series to be redeemed, and such Secured Certificates shall be redeemed in whole at a redemption price equal to 100% of the unpaid Principal Amount thereof, together with accrued interest thereon to the date of redemption and all other Secured Obligations, then due and payable to the Certificate Holders of such Series plus Make-Whole Amount, if any; provided that concurrently with such redemption of all of such Series B Secured Certificates, (i) the Related Series B Secured Certificates shall also be redeemed in accordance with the terms of the Related Trust Indentures and (ii) the Rating Agencies shall have provided Ratings Confirmation with respect to any Certificates (as defined in the Note Purchase Agreement) that will remain outstanding after such redemption, if such Certificates are then rated by the Ratings Agencies.

SECTION 2.12. Redemptions; Notice of Redemption.

(a) No redemption of any Secured Certificate may be made except to the extent and in the manner expressly permitted by this Trust Indenture. No purchase of any Secured Certificate may be made by the Indenture Trustee.

(b) Notice of redemption with respect to the Secured Certificates shall be given by the Indenture Trustee by first-class mail, postage prepaid, mailed not less than 15 nor more than 60 days prior to the applicable redemption date, to each Certificate Holder of such Secured Certificates to be redeemed, at such Certificate Holder’s address appearing in the Secured Certificate Register; provided that, in the case of a redemption to be made pursuant to Section 2.11, such notice shall be revocable and shall be deemed revoked if the Indenture Trustee receives written notice of such revocation from the Owner not later than three days prior to the redemption date. All notices of redemption shall state: (1) the redemption date, (2) the applicable basis for determining the redemption price, (3) that on the redemption date, the redemption price will become due and payable upon each such Secured Certificate, and that, if any such Secured Certificates are then outstanding, interest on such Secured Certificates shall cease to accrue on and after such redemption date, and (4) the place or places where such Secured Certificates are to be surrendered for payment of the redemption price.

(c) On or before the redemption date, the Owner (or any person on behalf of the Owner) shall, to the extent an amount equal to the redemption price for the Secured Certificates to be redeemed on the redemption date shall not then be held in the Collateral, deposit or cause to be deposited with the Indenture Trustee by 12:00 noon New York City time on the redemption date in immediately available funds the redemption price of the Secured Certificates to be redeemed.

(d) Notice of redemption having been given as aforesaid (and not deemed revoked as contemplated in the proviso to Section 2.12(b)), the Secured Certificates to be redeemed shall, on the redemption date, become due and payable at the Corporate Trust Office of the Indenture Trustee or at any office or agency maintained for such purposes pursuant to Section 2.07, and from and after such redemption date (unless there shall be a default in the payment of the redemption price) any such Secured Certificates then outstanding shall cease to bear
interest. Upon surrender of any such Secured Certificate for redemption in accordance with said notice, such Secured Certificate shall be redeemed at the redemption price. If any Secured Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the Principal Amount thereof shall, until paid, continue to bear interest from the applicable redemption date at the interest rate in effect for such Secured Certificate as of such redemption date.

SECTION 2.13. [Intentionally Omitted]

SECTION 2.14. [Intentionally Omitted]

SECTION 2.15. Subordination.

(a) The Owner, each Certificate Holder (by acceptance of its Secured Certificate of any Series), and each Related Certificate Holder (by acceptance of its Related Secured Certificate), hereby agree that no payment or distribution shall be made on or in respect of the Secured Obligations or Related Secured Obligations owed to such Certificate Holder of such Series or Related Certificate Holder, including any payment or distribution of cash, property or securities after the commencement of a proceeding of the type referred to in Section 4.01(e) or (f) hereof, except as expressly provided in Article III hereof.

(b) By the acceptance of its Secured Certificates of any Series, each Certificate Holder of such Series agrees that in the event that such Certificate Holder, in its capacity as a Certificate Holder, shall receive any payment or distribution on any Secured Obligations in respect of such Series which it is not entitled to receive under this Section 2.15 or Article III hereof, it will hold any amount so received in trust for, and will forthwith turn over such
payment to, the Indenture Trustee in the form received to be applied as provided in Article III hereof.

(c) By the acceptance of its Secured Certificates, each Certificate Holder agrees that in the event that such Certificate Holder, in its capacity as a Certificate Holder, shall receive any payment or distribution pursuant to this Trust Indenture on any Related Secured Obligations which it is not entitled to receive, it will hold any amount so received in trust for the applicable Related Indenture Trustee and will forthwith turn over such payment to the Indenture Trustee or the applicable Related Indenture Trustee in the form received to be applied as provided in Article III of the applicable Related Trust Indenture.

(d) By the acceptance of its Related Secured Certificates, each Related Certificate Holder agrees that in the event that such Related Certificate Holder, in its capacity as a Related Certificate Holder, shall receive any payment or distribution pursuant to this Trust Indenture on any Secured Obligations which it is not entitled to receive under this Section 2.15 or Article III hereof, it will hold any amount so received in trust for the Certificate Holders entitled to such amount and will forthwith turn over such payment to the Indenture Trustee in the form received to be applied as provided in Article III hereof.

(e) The indebtedness evidenced by the Series A Secured Certificates shall rank in right of payment equally with all other Series A Secured Certificates. The indebtedness evidenced by the Series B Secured Certificates is, to the extent and in the manner provided in this Trust Indenture, subordinate and subject in right of payment to the prior payment in full of the Secured Obligations in respect of the Series A Secured Certificates, and the Series B Secured Certificates are issued subject to such provisions. The indebtedness evidenced by any Additional Series Secured Certificates, if issued, shall be, to the extent and in the manner provided in this Trust Indenture, subordinate and subject in right of payment to the prior payment in full of the Secured Obligations in respect of the Series A Secured Certificates and the Series B Secured Certificates, and the Additional Series Secured Certificates, if issued, shall be issued subject to such provisions. By acceptance of its Secured Certificates of any Series, each Certificate Holder of such Series (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Indenture Trustee on such Certificate Holder’s behalf to take any action necessary or appropriate to effectuate the subordination as provided in this Trust Indenture and (c) appoints the Indenture Trustee as such Certificate Holder’s attorney-in-fact for such purpose.

ARTICLE III

RECEIPT, DISTRIBUTION AND APPLICATION OF PAYMENTS

SECTION 3.01. Basic Distributions.

Except as otherwise provided in Section 3.03 hereof, each periodic payment of principal or interest on the Secured Certificates received by the Indenture Trustee shall be promptly distributed in the following order of priority:

(i) so much of such payment as shall be required to pay in full the aggregate amount of the payment or payments of Principal Amount and interest and other amounts (as well as any interest on any overdue Principal Amount and, to the extent permitted by applicable Law, on any overdue interest and any other overdue amounts) then due under all Series A Secured Certificates shall be distributed to the Certificate Holders of Series A ratably, without priority of one over the other, in the proportion that the amount of such payment or payments then due under all Series A Secured Certificates held by each Certificate Holder bears to the aggregate amount of the payments then due under all Series A Secured Certificates;
and any other overdue amounts) then due under all Series B Secured Certificates shall be distributed to the Certificate Holders of Series B ratably, without priority of one over the other, in the proportion that the amount of such payment or payments then due under all Series B Secured Certificates held by each Certificate Holder bears to the aggregate amount of the payments then due under all Series B Secured Certificates; and

(iii) after giving effect to paragraph (ii) above (and except as otherwise provided in an amendment to this Trust Indenture pursuant to Section 10.01(b) hereof), so much of such payment remaining as shall be required to pay in full the aggregate amount of the payment or payments of Principal Amount and interest and other amounts (as well as any interest on any overdue Principal Amount and, to the extent permitted by applicable Law, on any overdue interest and any other overdue amounts) then due under all Additional Series Secured Certificates shall be distributed to the Certificate Holders of Additional Series ratably, without priority of one over the other, in the proportion that the amount of such payment or payments then due under all Additional Series Secured Certificates held by each Certificate Holder bears to the aggregate amount of the payments then due under all Additional Series Secured Certificates.

SECTION 3.02. Event of Loss; Replacement; Optional Redemption.

Except as otherwise provided in Section 3.03 hereof, any payments received by the Indenture Trustee (i) with respect to the Aircraft as the result of an Event of Loss or (ii) pursuant to the optional redemption of the Secured Certificates pursuant to Section 2.11 hereof shall be applied to redemption of the Secured Certificates and to all other Secured Obligations then due by applying such funds in the following order of priority:

First,

(a) to reimburse the Indenture Trustee and the Certificate Holders for any reasonable costs or expenses incurred in connection with such redemption for which they are entitled to reimbursement, or indemnity by the Owner, under the Operative Documents and then (b) to pay any other amounts then due to the Indenture Trustee, the Certificate Holders and the other Indenture Indemnitees under this Trust Indenture, the Participation Agreement or the Secured Certificates (other than amounts specified in clause “Second” below);

Second,

(i) to pay the amounts specified in paragraph (i) of clause “Third” of Section 3.03 hereof plus Make-Whole Amount, if any, then due and payable in respect of the Series A Secured Certificates;

(ii) after giving effect to paragraph (i) above, to pay the amounts specified in paragraph (ii) of clause “Third” of Section 3.03 hereof plus Make-Whole Amount, if any, then due and payable in respect of the Series B Secured Certificates; and

(iii) after giving effect to paragraph (ii) above, to pay the amounts specified in paragraph (iii) of clause “Third” of Section 3.03 hereof plus Make-Whole Amount, if any, then due and payable in respect of the Additional Series Secured Certificates;

Third, as provided in clause “Sixth” of Section 3.03 hereof;

provided, however, that if a Replacement Airframe or Replacement Engine shall be substituted for the Airframe or Engine subject to such Event of Loss as provided in accordance with Section 7.06 hereof, any insurance, condemnation or similar proceeds which result from such Event of Loss and are paid over to the Indenture Trustee shall be held by the Indenture Trustee as permitted by Section 6.04 hereof (provided that such moneys shall be invested as provided in Section 5.06 hereof) as additional security for the obligations of the Owner under the Operative Documents and such proceeds (and such investment earnings), to the extent not theretofore applied as provided herein, shall be released to the Owner at the Owner’s written request upon the release of such damaged Airframe or Engine and the replacement thereof as provided herein. Notwithstanding anything to the contrary in this Section 3.02, in the case of a redemption of Secured Certificates pursuant to Section 2.11(b) and Section 2.11(c), if a particular Series is not being redeemed pursuant thereto, no application of funds shall be made pursuant to the paragraph in clause “Second” above that refers to such Series in connection with such redemption. No Make-Whole Amount shall be due and payable on the Secured Certificates as a consequence of the redemption of the Secured Certificates as a result of an Event of Loss with respect to the Airframe or the Airframe and one or more Engines.
SECTON 3.03.  Payments After Event of Default.

Except as otherwise provided in Section 3.04 hereof, all payments received and amounts held or realized by the Indenture Trustee (including any amounts realized by the Indenture Trustee from the exercise of any remedies pursuant to Article IV hereof) after both an Event of Default shall have occurred and be continuing and the Secured Certificates shall have become due and payable pursuant to Section 4.02(b) hereof, as well as all payments or amounts then held by the Indenture Trustee as part of the Collateral (including any payments or amounts received from a Related Indenture Trustee under any Related Trust Indenture), shall be promptly distributed by the Indenture Trustee in the following order of priority:

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**First,** so much of such payments or amounts as shall be required to reimburse (i) the Indenture Trustee for any tax, expense or other loss (including, without limitation, all amounts to be expended at the expense of, or charged upon the tolls, rents, revenues, issues, products and profits of, the property included in the Collateral pursuant to Section 4.03(b) hereof) incurred by the Indenture Trustee (to the extent not previously reimbursed), the expenses of any sale, taking or other proceeding, reasonable attorneys’ fees and expenses, court costs, and any other expenditures incurred or expenditures or advances made by the Indenture Trustee or the Certificate Holders in the protection, exercise or enforcement of any right, power or remedy, or any damages sustained by the Indenture Trustee or any Certificate Holder, liquidated or otherwise, upon such Event of Default shall be applied by the Indenture Trustee as between itself and the Certificate Holders in reimbursement of such expenses and (ii) pay any other amounts then due to the Indenture Trustee, the Certificate Holders or the other Indenture Indemnites under any Operative Document (including by subrogation pursuant to Section 2.7(h) of the Intercreditor Agreement) and in the case the aggregate amount to be so distributed is insufficient to pay as aforesaid, then ratably, without priority of one over the other, in proportion to the amounts owed each hereunder;

**Second,** so much of such payments or amounts remaining as shall be required to reimburse the then existing or prior Certificate Holders for payments made pursuant to Section 5.03 hereof (to the extent not previously reimbursed) shall be distributed to such then existing or prior Certificate Holders ratably, without priority of one over the other, in accordance with the amount of the payment or payments made by each such then existing or prior Certificate Holder pursuant to said Section 5.03 hereof;

**Third,** (i) so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid Principal Amount of all Series A Secured Certificates, and the accrued but unpaid interest and other amounts due thereon and all other Secured Obligations in respect of the Series A Secured Certificates to the date of distribution, shall be distributed to the Certificate Holders of Series A, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate unpaid Principal Amount of all Series A Secured Certificates held by each Certificate Holder plus the accrued but unpaid interest and other amounts due hereunder or thereunder to the date of distribution, bears to the aggregate unpaid Principal Amount of all Series A Secured Certificates plus the accrued but unpaid interest and other amounts due thereon to the date of distribution;

(ii) after giving effect to paragraph (i) above, so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid Principal Amount of all Series B Secured Certificates, and the accrued but unpaid interest and other amounts due thereon and all other Secured Obligations in respect of the Series B Secured Certificates to the date of distribution, shall be distributed to the Certificate Holders of Series B, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate unpaid Principal Amount of all Series B Secured Certificates held by each Certificate Holder plus the accrued but unpaid interest and other amounts due hereunder or thereunder to the date of distribution, bears to the aggregate unpaid Principal Amount of all Series B Secured Certificates plus the accrued but unpaid interest and other amounts due thereon to the date of distribution; and
after giving effect to paragraph (ii) above (and except as otherwise provided in an amendment to this Trust Indenture pursuant to Section 10.01(b) hereof), so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid Principal Amount of all Additional Series Secured Certificates, and the accrued but unpaid interest and other amounts due thereon and all other Secured Obligations in respect of the Additional Series Secured Certificates to the date of distribution, shall be distributed to the Certificate Holders of Additional Series, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate unpaid Principal Amount of all Additional Series Secured Certificates held by each Certificate Holder plus the accrued but unpaid interest and other amounts due hereunder or thereunder to the date of distribution, bears to the aggregate unpaid Principal Amount of all Additional Series Secured Certificates plus the accrued but unpaid interest and other amounts due thereon to the date of distribution;

Fourth,

(i) so much of such payments or amounts remaining as shall be required to pay in full in accordance with the provisions of the applicable Related Trust Indenture all Related Secured Obligations in respect of Related Series A Secured Certificates then due, shall be distributed to each Related Indenture Trustee, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate Related Secured Obligations in respect of each such Related Series A Secured Certificate then due bears to the aggregate Related Secured Obligations in respect of all such Related Series A Secured Certificates then due;

(ii) after giving effect to paragraph (i) above, so much of such payments or amounts remaining as shall be required to pay in full in accordance with the provisions of the applicable Related Trust Indenture all Related Secured Obligations in respect of Related Series B Secured Certificates then due, shall be distributed to each Related Indenture Trustee, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate Related Secured Obligations in respect of each such Related Series B Secured Certificate then due bears to the aggregate Related Secured Obligations in respect of all such Related Series B Secured Certificates then due; and

(iii) after giving effect to paragraph (ii) above (and except as otherwise provided in an amendment to this Trust Indenture pursuant to Section 10.01(b) hereof), so much of such payments or amounts remaining as shall be required to pay in full in accordance with the provisions of the applicable Related Trust Indenture all Related Secured Obligations in respect of Related Additional Series Secured Certificates then due, shall be distributed to each Related Indenture Trustee, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate Related Secured Obligations in respect of each such Related Additional Series Secured Certificate then due bears to the aggregate Related Secured Obligations in respect of all such Related Additional Series Secured Certificates then due;

Fifth,

if any Related Secured Certificate is outstanding, any of such payments or amounts remaining and any invested Cash Equivalents shall be held by the Indenture Trustee in an Eligible Account in accordance with the provisions of Section 3.09 hereof (and invested as provided in Section 5.06 hereof) as additional security for the Related Secured Obligations, and such amounts (and any investment earnings thereon) shall be distributed from time to time in accordance with the foregoing provisions of clause “Fourth” as and to the extent any Related Secured Obligation shall at any time and from time to time become due and remain unpaid after the giving of any required notice and the expiration of any applicable grace period; and, upon the payment in full of all Related Secured Obligations the balance, if any, of any such remaining amounts and investment earnings thereon shall be applied as provided in clause Sixth of this Section 3.03; and

Sixth,

the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Owner.

No Make-Whole Amount shall be due and payable on the Secured Certificates as a consequence of the acceleration of the Secured Certificates.

(a) Any payments received by the Indenture Trustee for which no provision as to the application thereof is made in this Trust Indenture and for which such provision is made in the Participation Agreement or any other Operative Document shall be applied forthwith to the purpose for which such payment was made in accordance with the terms of the Participation Agreement or such other Operative Document, as the case may be.

(b) The Indenture Trustee will distribute promptly upon receipt any indemnity payment received by it from the Owner in respect of the Indenture Trustee in its individual capacity, any Certificate Holder or any other Indenture Indemnitee, in each case pursuant to Section 7 of the Participation Agreement, directly to the Person entitled thereto. Any payment received by the Indenture Trustee under the third paragraph of Section 2.02 shall be distributed to the Subordination Agent to be distributed in accordance with the terms of the Intercreditor Agreement, except that any portion of any such payment to which a Certificate Holder has been subrogated pursuant to Section 2.7(h) of the Intercreditor Agreement shall instead be distributed to such Certificate Holder.

(c) For the avoidance of doubt, no amount will be distributed pursuant to this Article III to any holder of a secured certificate issued under a Related Trust Indenture that is not a Related Secured Certificate (as such).

SECTION 3.05. Other Payments.

Any payments received by the Indenture Trustee for which no provision as to the application thereof is made in the Participation Agreement, elsewhere in this Trust Indenture or in any other Operative Document shall be distributed by the Indenture Trustee to the extent received or realized at any time in the order of priority specified in Section 3.01 hereof and after payment in full of all amounts then due in accordance with Section 3.01 hereof, in the manner provided in clause “Sixth” of Section 3.03 hereof.

SECTION 3.06. Payments to the Owner.

Any amounts distributed hereunder by the Indenture Trustee to the Owner shall be paid to the Owner (within the time limits contemplated by Section 2.04(a)) by wire transfer of funds of the type received by the Indenture Trustee at such office and to such account or accounts of such entity or entities as shall be designated by notice from the Owner to the Indenture Trustee from time to time.


All payments received by the Indenture Trustee pursuant to the Guarantee shall be distributed forthwith by the Indenture Trustee in the same order of priority, and in the same manner, as it would have distributed the payment in respect of which such payment under the Guarantee was received.

SECTION 3.08. Cooperation.

Prior to making any distributions under Section 3.03 hereof, the Indenture Trustee shall consult with the Related Indenture Trustees to determine amounts payable with respect to the Related Secured Obligations. The Indenture Trustee shall cooperate with the Related Indenture Trustees and shall provide such information as shall be reasonably requested by each Related Indenture Trustee to enable such Related Indenture Trustee to determine amounts distributable under Section 3.03 of its Related Trust Indenture.
SECTION 3.09. Securities Account.

In furtherance of the provisions of Section 3.03 hereof, U.S. Bank agrees to act as an Eligible Institution under the Trust Indenture in accordance with the provisions of the Trust Indenture (in such capacity, the “Securities Intermediary”). Except in its capacity as Indenture Trustee, U.S. Bank waives any claim or lien against any Eligible Account it may have, by operation of law or otherwise, for any amount owed to it by Owner. The Securities Intermediary hereby agrees that, notwithstanding anything to the contrary in the Trust Indenture, (i) any amounts to be held by the Indenture Trustee pursuant to clause “Fifth” of Section 3.03 hereof and any investment earnings thereon or other Cash Equivalents will be credited to an Eligible Account (the “Securities Account”) for which it is a “securities intermediary” (as defined in Section 8-102(a)(14) of the NY UCC) and the Indenture Trustee is the “entitlement holder” (as defined in Section 8-102(a)(7) of the NY UCC) of the “securities entitlement” (as defined in Section 8-102(a)(17) of the NY UCC) with respect to each “financial asset” (as defined in Section 8-102(a)(9) of the NY UCC) credited to such Eligible Account, (ii) all such amounts, Cash Equivalents and all other property acquired with cash credited to the Securities Account will be credited to the Securities Account, (iii) all items of property (whether cash, investment property, Cash Equivalents, other investments, securities, instruments or other property) credited to the Securities Account will be treated as a “financial asset” under Article 8 of the NY UCC, (iv) its “securities intermediary’s jurisdiction” (as defined in Section 8-110(e) of the NY UCC) with respect to the Securities Account is the State of New York, and (v) all securities, instruments and other property in order or registered from and credited to the Securities Account shall be payable to or to the order of, or registered in the name of, the Securities Intermediary or shall be indorsed to the Securities Intermediary or in blank, and in no case whatsoever shall any financial asset credited to the Securities Account be registered in the name of the Owner, payable to or to the order of the Owner or specially indorsed to the Owner except to the extent the foregoing have been specially endorsed by the Owner to the Securities Intermediary or in blank. The Indenture Trustee agrees that it will hold (and will indicate clearly in its books and records that it holds) its “securities entitlement” to the “financial assets” credited to the Securities Account in trust for the benefit of the Certificate Holders and each of the Indenture Indemnitees and the Related Certificate Holders as set forth in this Trust Indenture. The Owner acknowledges that, by reason of the Indenture Trustee being the “entitlement holder” in respect of the Securities Account as provided above, the Indenture Trustee shall have the sole right and discretion, subject only to the terms of the Trust Indenture, to give all “entitlement orders” (as defined in Section 8-102(a)(8) of the NY UCC) with respect to the Securities Account and any and all financial assets and other property credited thereto to the exclusion of the Owner.

ARTICLE IV

EVENTS OF DEFAULT; REMEDIES OF INDENTURE TRUSTEE

SECTION 4.01. Event of Default.

“Event of Default” means any of the following events (whatever the reason for such Event of Default and whether such event shall be voluntary or involuntary or come about or be effected by operation of Law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) the failure of the Owner to pay (i) Principal Amount of, interest on, or Make-Whole Amount, under any Secured Certificate when due, and such failure shall have continued unremedied for a period of ten (10) Business Days, or (ii) any other amount payable by it to the Certificate Holders under this Trust Indenture (other than any such failure arising by virtue of a tax withheld pursuant to Section 2.04(b) hereof) or under the Participation Agreement, and such failure shall have continued unremedied for ten (10) Business Days after receipt by the Owner of written demand therefor from the Indenture Trustee or any Certificate Holder; or
the Owner shall fail to carry and maintain, or cause to be carried and maintained, insurance on and in respect of the Aircraft in accordance with the provisions of Section 7.04; or

the Owner shall fail to observe or perform (or caused to be observed or performed), in any material respect, any covenant or agreement to be performed or observed by it under any Operative Document, and such failure shall continue unremedied for a period of thirty (30) days after receipt by the Owner of written notice thereof from the Indenture Trustee provided, however, that if the Owner shall have undertaken to cure any such failure which arises under clause (ii) or clause (iii) of the first sentence of Section 7.02(a), or under the second sentence of Section 7.02(a) as it relates to maintenance, service, repair or overhaul or under Section 7.03 and, notwithstanding the diligence of the Owner in attempting to cure such failure, such failure is not cured within said thirty day period but is curable with future due diligence, there shall exist no Event of Default under this Section 4.01 so long as the Owner is proceeding with due diligence to cure such failure and such failure is remedied not later than three hundred sixty-five (365) days after receipt by the Owner of such written notice; or

any representation or warranty made by the Owner herein or in the Participation Agreement or any document or certificate furnished by the Owner in connection herewith or therewith or pursuant hereto or thereto (except the representations and warranties set forth in the Pass Through Trust Agreement, the Underwriting Agreement or the Note Purchase Agreement or any document or instrument furnished pursuant to any thereof) shall prove to have been incorrect in any material respect at the time made and such incorrectness shall not have been cured (to the extent of the adverse impact of such incorrectness on the interests of the Indenture Trustee or the Certificate Holders) within thirty (30) days after the receipt by the Owner of a written notice from the Indenture Trustee advising the Owner of the existence of such incorrectness; or

the commencement of an involuntary case or other proceeding in respect of the Owner in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law in the United States or seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Owner or for all or substantially all of its property, or seeking the winding-up or liquidation of its affairs and the continuation of any such case or other proceeding undismitted and unstayed for a period of ninety (90) consecutive days or an order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent of the Owner, a receiver, trustee or liquidator of the Owner, or of any substantial part of its property, or sequestering any substantial part of the property of the Owner and any such order, judgment or decree or appointment or sequestration shall be final or shall remain in force undismitted, unstayed or unvacated for a period of ninety (90) days after the date of entry thereof; or

the commencement by the Owner of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law in the United States, or the consent by the Owner to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Owner or for all or substantially all of its property, or the making by the Owner of any assignment for the benefit of creditors, or the Owner shall take any corporate action to authorize any of the foregoing; or

(i) any amount in respect of the Secured Certificates or the Related Secured Certificates, including any payment of principal amount of, Make-Whole Amount, if any, or interest on, any Secured Certificates or any Related Secured Certificates and (ii) any other Secured Obligation or Related Secured Obligation then due has not been paid in full on the Final Payment Date and in the case of this clause (ii) such failure shall have continued unremedied for twenty (20) Business Days after receipt by the Owner of written demand therefor from the payee entitled thereto;
provided, however, that, notwithstanding anything to the contrary contained in this Section 4.01, any failure of the Owner to perform or observe any covenant, condition, agreement or any error in a representation or warranty shall not constitute an Event of Default if such failure or error is caused solely by reason of an event that constitutes an Event of Loss so long as the Owner is continuing to comply with all of the terms of Section 7.06 hereof.

SECTION 4.02. Remedies.

(a) If an Event of Default shall have occurred and be continuing and so long as the same shall continue unremedied, then in every such case, the Indenture Trustee may do one or more of the following, to the extent permitted by, and subject to compliance with any mandatory requirements of, applicable Law then in effect; provided, however, that during any period the Aircraft is subject to the Civil Reserve Air Fleet Program in accordance with the provisions of Section 7.02(b) hereof and in possession of the United States Government or an agency or instrumentality of the United States, the Indenture Trustee shall not, on account of any Event of Default, be entitled to do any of the following in such manner as to limit the Owner’s control under this Trust Indenture (or any Lessee’s control under any Lease) of any Airframe or any Engines installed thereon, unless at least sixty (60) days’ (or such lesser period as may then be applicable under the Air Mobility Command program of the United States Government)

written notice of default hereunder shall have been given by the Indenture Trustee by registered or certified mail to the Owner (and any Lessee) with a copy addressed to the Contracting Office Representative for the Air Mobility Command of the United States Air Force under any contract with the Owner (or any Lessee) relating to the Aircraft; provided further, that the Indenture Trustee shall give the Owner twenty (20) days’ prior written notice of its intention to sell the Aircraft:

subject to the provisions of the Granting Clause hereof:

(i) cause the Owner upon the written demand of the Indenture Trustee and at the Owner’s expense, to deliver promptly, and the Owner shall deliver promptly, the Airframe or any Engine as the Indenture Trustee may so demand to the Indenture Trustee;

(ii) sell the Airframe and/or any Engine at public or private sale, whether or not the Indenture Trustee shall at the time have possession thereof, as the Indenture Trustee may determine, or lease or otherwise dispose of, all or any part of the Airframe or any Engine as the Indenture Trustee, in its sole discretion, may determine, all free and clear of any rights of the Owner, except as hereinafter set forth in this Section 4.02; or

(iii) exercise any or all of the rights and powers and pursue any and all remedies of a secured party under the Uniform Commercial Code of the State of New York and the Cape Town Convention, if applicable.

(b) If an Event of Default shall have occurred and be continuing, then and in every such case the Indenture Trustee may (and shall, upon receipt of a written demand therefor from a Majority in Interest of Certificate Holders) at any time, by delivery of written notice or notices to the Owner, declare all the Secured Certificates to be due and payable, whereupon the unpaid Principal Amount of all Secured Certificates then outstanding, together with accrued but unpaid interest thereon (without Make-Whole Amount) and other amounts due thereunder, shall immediately become due and payable without presentment, demand, protest or notice, all of which are hereby waived; provided that if an Event of Default referred to in Sections 4.01(e) or (f) shall have occurred and be continuing, then and in every such case unpaid Principal Amount of all Secured Certificates then outstanding, together with accrued but unpaid interest thereon (without Make-Whole...
Amount) and other amounts due thereunder shall immediately and without further act become due and payable without presentment, demand, protest or notice, all of which are hereby waived.

This Section 4.02(b), however, is subject to the condition that, if at any time after the Principal Amount of the Secured Certificates shall have become so due and payable, and before any judgment or decree for the payment of the money so due, or any thereof, shall be entered, all overdue payments of interest upon the Secured Certificates and all other amounts payable under the Secured Certificates (except the Principal Amount of the Secured Certificates which by such declaration shall have become payable) shall have been duly paid, and every other Default and Event of Default with respect to any covenant or provision of this Trust Indenture shall have been cured, then and in every such case a Majority in Interest of Certificate Holders may (but shall not be obligated to), by written instrument filed with the Indenture Trustee, rescind and annul the Indenture Trustee’s declaration and its consequences; but no such rescission or annulment shall extend to or affect any subsequent Default or Event of Default or impair any right consequent thereon.

(c) Any Certificate Holder shall be entitled, at any sale pursuant to this Section 4.02, to credit against any purchase price bid at such sale by such holder all or any part of the unpaid obligations owing to such Certificate Holder and secured by the Lien of this Trust Indenture (but only to the extent that such purchase price would have been paid to such Certificate Holder pursuant to Article III hereof if such purchase price were paid in cash and the foregoing provisions of this subsection (c) were not given effect).

(d) In the event of any sale of the Collateral, or any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Trust Indenture, the unpaid Principal Amount of all Secured Certificates then outstanding, together with accrued interest thereon, and other amounts due thereunder, shall immediately become due and payable without presentment, demand, protest or notice, all of which are hereby waived.

(e) Notwithstanding anything contained herein, (i) so long as the Pass Through Trustee under any Pass Through Trust Agreement or the Subordination Agent on its behalf is a Certificate Holder, the Indenture Trustee will not be authorized or empowered to acquire title to any Collateral or take any action with respect to any Collateral so acquired by it if such acquisition or action would cause any Pass Through Trust to fail to qualify as a “grantor trust” for federal income tax purposes and (ii) the Indenture Trustee will not take any action that would violate Sections 4.1(a)(ii) or 4.1(a)(iii) of the Intercreditor Agreement.

SECTION 4.03. Return of Aircraft, Etc.

(a) If an Event of Default shall have occurred and be continuing and the Secured Certificates have been accelerated, subject to Section 4.02 hereof, at the request of the Indenture Trustee, the Owner shall promptly execute and deliver to the Indenture Trustee such instruments of title and other documents as the Indenture Trustee may deem necessary or advisable to enable the Indenture Trustee or an agent or representative designated by the Indenture Trustee, at such time or times and place or places as the Indenture Trustee may specify, to obtain possession of all or any part of the Collateral to which the Indenture Trustee shall at the time be entitled hereunder. If the Owner shall for any reason fail to execute and deliver such instruments and documents after such request by the Indenture Trustee, the Indenture Trustee may (i) obtain a judgment conferring on the Indenture Trustee the right to immediate possession and requiring the Owner to execute and deliver such instruments and documents to the Indenture Trustee, to the entry of which judgment the Owner hereby specifically consents to the fullest extent permitted by applicable Law, and (ii) pursue all or part of such Collateral wherever it may be found and may enter any of the premises of the Owner wherever such Collateral may be or be supposed to be and search for such Collateral and take possession of and
remove such Collateral. All expenses of obtaining such judgment or of pursuing, searching for and taking such property shall, until paid, be secured by the Lien of this Trust Indenture.

(b) Upon every such taking of possession, the Indenture Trustee may, from time to time, at the expense of the Collateral, make all such expenditures for maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modifications or alterations to and of the Collateral, as it may deem proper. In each such case, the Indenture Trustee shall have the right to maintain, use, operate, store, insure, lease, control, manage, dispose of, modify or alter the Collateral and to carry on the business and to exercise all rights and powers of the Owner relating to the Collateral, as the Indenture Trustee shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modification or alteration of the Collateral or any part thereof as the Indenture Trustee may determine, and the Indenture Trustee shall be entitled to collect and receive directly all tolls, rents, revenues, issues, income, products and profits of the Collateral and every part thereof, without prejudice, however, to the right of the Indenture Trustee under any provision of this Trust Indenture to collect and receive all cash held by, or required to be deposited with, the Indenture Trustee hereunder. Such tolls, rents, revenues, issues, income, products and profits shall be applied to pay the expenses of the maintenance, use, operation, storage, insurance, leasing, control, management, disposition, improvement, modification or alteration of the Collateral and of conducting the business thereof, and to make all payments which the Indenture Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Owner), and all other payments which the Indenture Trustee may be required or authorized to make under any provision of this Trust Indenture, as well as just and reasonable compensation for the services of the Indenture Trustee, and of all persons properly engaged and employed by the Indenture Trustee with respect hereto.

SECTION 4.04. Remedies Cumulative.

Each and every right, power and remedy given to the Indenture Trustee specifically or otherwise in this Trust Indenture shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Indenture Trustee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Indenture Trustee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Owner or to be an acquiescence therein.

SECTION 4.05. Discontinuance of Proceedings.

In case the Indenture Trustee shall have instituted any proceeding to enforce any right, power or remedy under this Trust Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Indenture Trustee, then and in every such case the Owner and the Indenture Trustee shall, subject to any determination in such proceedings, be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies and
powers of the Owner or the Indenture Trustee shall continue as if no such proceedings had been instituted.

SECTION 4.06. Waiver of Past Defaults.

Upon written instruction from a Majority in Interest of Certificate Holders, the Indenture Trustee shall waive any past Default hereunder and its consequences and upon any such waiver such Default shall cease to exist and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Trust Indenture, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon; provided, that in the absence of written instructions from all the Certificate Holders, the Indenture Trustee shall not waive any Default (i) in the payment of the Principal Amount, Make-Whole Amount, if any, and interest and other amounts due under any Secured Certificate then outstanding, or (ii) in respect of a covenant or provision hereof which, under Article X hereof, cannot be modified or amended without the consent of each Certificate Holder.

SECTION 4.07. Appointment of Receiver.

The Indenture Trustee shall, as a matter of right, be entitled to the appointment of a receiver (who may be the Indenture Trustee or any successor or nominee thereof) for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or the taking of possession thereof or otherwise, and the Owner hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Collateral shall be entitled to exercise all the rights and powers of the Indenture Trustee with respect to the Collateral.

SECTION 4.08. Indenture Trustee Authorized to Execute Bills of Sale, Etc.

The Owner irrevocably appoints the Indenture Trustee the true and lawful attorney-in-fact of the Owner in its name and stead and on its behalf, for the purpose, if an Event of Default shall have occurred and be continuing, of effectuating any sale, assignment, transfer or delivery for the enforcement of the Lien of this Trust Indenture, whether pursuant to foreclosure or power of sale, assignments and other instruments as may be necessary or appropriate, with full power of substitution, the Owner hereby ratifying and confirming all that such attorney or any substitute shall do by virtue hereof in accordance with applicable Law. Nevertheless, if so requested by the Indenture Trustee or any purchaser, the Owner shall ratify and confirm any such sale, assignment, transfer or delivery, by executing and delivering to the Indenture Trustee or such purchaser all bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any such request.


Notwithstanding any other provision of this Trust Indenture, the right of any Certificate Holder to receive payment of principal of, and premium, if any, and interest on a Secured Certificate on or after the respective due dates expressed in such Secured Certificate, or to bring suit for the enforcement of any such payment on or after such respective dates in accordance with the terms hereof, shall not be impaired or affected without the consent of such Certificate Holder.
ARTICLE V

DUTIES OF THE INDENTURE TRUSTEE

SECTION 5.01. Notice of Event of Default.

If the Indenture Trustee shall have Actual Knowledge of (i) an Event of Default or of a Default arising from a failure to pay any payment of Principal Amount of, interest on, Make-Whole Amount, if any, due and payable under any Secured Certificates or (ii) a failure to pay any payment of principal amount of, interest on, Make-Whole Amount (as defined in any Related Trust Indenture), if any, due and payable under any Related Secured Certificates, the Indenture Trustee shall give prompt written notice thereof to the Owner and each Certificate Holder. Subject to the terms of Sections 4.02, 4.06, 5.02 and 5.03 hereof, the Indenture Trustee shall take such action, or refrain from taking such action, with respect to such Event of Default or Default (including with respect to the exercise of any rights or remedies hereunder) as the Indenture Trustee shall be instructed in writing by a Majority in Interest of Certificate Holders. Subject to the provisions of Section 5.03, if the Indenture Trustee shall not have received instructions as above provided within twenty (20) days after mailing notice of such Event of Default to the Certificate Holders the Indenture Trustee may, subject to instructions thereafter received pursuant to the preceding provisions of this Section 5.01, take such action, or refrain from taking such action, but shall be under no duty to take or refrain from taking any action, with respect to such Event of Default or Default as it shall determine advisable in the best interests of the Certificate Holders; provided, however, that the Indenture Trustee may not sell the Aircraft or any Engine without the consent of a Majority in Interest of Certificate Holders. For all purposes of this Trust Indenture, in the absence of Actual Knowledge on the part of the Indenture Trustee, the Indenture Trustee shall not be deemed to have knowledge of a Default or an Event of Default (except the failure of the Owner to pay any payment of Principal Amount or interest within one (1) Business Day after the same shall become due, which failure shall constitute knowledge of a Default) unless notified in writing by the Owner or one or more Certificate Holders.

SECTION 5.02. Action upon Instructions; Certain Rights and Limitations.

Subject to the terms of Sections 4.02(a), 4.06, 5.01 and 5.03 hereof, upon the written instructions at any time and from time to time of a Majority in Interest of Certificate Holders, the Indenture Trustee shall, subject to the terms of this Section 5.02, take such of the following actions as may be specified in such instructions: (i) give such notice or direction or exercise such right, remedy or power hereunder as shall be specified in such instructions; and (ii) give such notice or direction or exercise such right, remedy or power hereunder with respect to any part of the Collateral as shall be specified in such instructions.

The Indenture Trustee will execute and the Owner will file or cause to be filed such continuation statements with respect to financing statements relating to the security interest created hereunder in the Collateral as specified from time to time in written instructions of a Majority in Interest of Certificate Holders (which instructions may, by their terms, be operative only at a future date and which shall be accompanied by the form of such continuation statement so to be filed). The Indenture Trustee will furnish to each Certificate Holder promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates and other instruments furnished to the Indenture Trustee hereunder.
SECTION 5.03. Indemnification.

The Indenture Trustee shall not be under any obligation to take any action under this Trust Indenture and nothing herein or therein shall require the Indenture Trustee to expend or risk its own funds or otherwise incur the risk of any financial liability in the performance of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Indenture Trustee shall not be required to take any action under Section 5.01 (other than the first sentence thereof) or 5.02 or Article IV hereof, nor shall any other provision of this Trust Indenture or any other Operative Document be deemed to impose a duty on the Indenture Trustee to take any action, if the Indenture Trustee shall have been advised by counsel that such action is contrary to the terms hereof or is otherwise contrary to Law.

SECTION 5.04. No Duties Except as Specified in Trust Indenture or Instructions.

The Indenture Trustee shall not have any duty or obligation to use, operate, store, lease, control, manage, sell, dispose of or otherwise deal with the Aircraft or any other part of the Collateral, or to otherwise take or refrain from taking any action under, or in connection with, this Trust Indenture or any part of the Collateral, except as expressly provided by the terms of this Trust Indenture or as expressly provided in written instructions from Certificate Holders as provided in this Trust Indenture; and no implied duties or obligations shall be read into this Trust Indenture against the Indenture Trustee. The Indenture Trustee agrees that it will in its individual capacity and at its own cost and expense (but without any right of indemnity in respect of any such cost or expense under Section 8.01 hereof), promptly take such action as may be necessary duly to discharge all liens and encumbrances on any part of the Collateral which result from claims against it in its individual capacity not related to the ownership of the Aircraft or the administration of the Collateral or any other transaction pursuant to this Trust Indenture or any document included in the Collateral.

SECTION 5.05. No Action Except Under Trust Indenture or Instructions.

The Indenture Trustee agrees that it will not use, operate, store, lease, control, manage, sell, dispose of or otherwise deal with the Aircraft or any other part of the Collateral except in accordance with the powers granted to, or the authority conferred upon, the Indenture Trustee pursuant to this Trust Indenture and in accordance with the express terms hereof.

SECTION 5.06. Investment of Amounts Held by Indenture Trustee.

Any amounts held by the Indenture Trustee pursuant to Section 3.02, or pursuant to any provision of any other Operative Document providing for amounts to be held by the Indenture Trustee which are not distributed pursuant to the other provisions of Article III hereof shall be invested by the Indenture Trustee from time to time in Cash Equivalents as directed by the Owner so long as the Indenture Trustee may acquire the same using its best efforts. Unless otherwise expressly provided in this Trust Indenture, any income realized as a result of any such investment, net of the Indenture Trustee’ s reasonable fees and expenses in making such investment, shall be held and applied by the Indenture Trustee in the same manner as the principal amount of such investment is to be applied and any losses, net of earnings and such reasonable fees and expenses, shall be charged against the principal amount invested. The Indenture Trustee shall not be liable for any loss resulting from any investment required to be made by it under this Trust Indenture other than by reason of its willful misconduct or gross negligence, and any such investment may be sold (without regard to its maturity) by the Indenture Trustee without instructions whenever such sale is necessary to make a distribution required by this Trust Indenture. Any of the investments permitted hereunder may be made with or through, as applicable, the entity acting as Indenture Trustee or its Affiliates.
ARTICLE VI

THE INDENTURE TRUSTEE

SECTION 6.01. Acceptance of Trusts and Duties.

The Indenture Trustee accepts the duties hereby created and applicable to it and agrees to perform the same but only upon the terms of this Trust Indenture and agrees to receive and disburse all monies constituting part of the Collateral in accordance with the terms hereof. The Indenture Trustee, in its individual capacity, shall not be answerable or accountable under any circumstances, except (i) for its own willful misconduct or gross negligence (other than for the handling of funds, for which the standard of accountability shall be willful misconduct or negligence), and (ii) as provided in the fourth sentence of Section 2.04(a) hereof and the last sentence of Section 5.04 hereof.

SECTION 6.02. Absence of Duties.

In the case of the Indenture Trustee, except in accordance with written instructions furnished pursuant to Section 5.01 or 5.02 hereof, and except as provided in, and without limiting the generality of, Sections 5.03 and 5.04 hereof, the Indenture Trustee shall have no duty (i) to see to any registration of the Aircraft or any recording or filing of this Trust Indenture or any other document, or to see to the maintenance of any such registration, recording or filing, (ii) to see to any insurance on the Aircraft or to effect or maintain any such insurance, whether or not the Owner shall be in default with respect thereto, (iii) to see to the payment or discharge of any lien or encumbrance of any kind against any part of the Collateral, (iv) to confirm, verify or inquire into the failure to receive any financial statements from the Owner, or (v) to inspect the Aircraft at any time or ascertain or inquire as to the performance or observance of any of the Owner’s covenants herein with respect to the Aircraft.

SECTION 6.03. No Representations or Warranties as to Aircraft or Documents.

THE INDENTURE TRUSTEE IN ITS INDIVIDUAL OR TRUST CAPACITY DOES NOT MAKE AND SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, AIRWORTHINESS, VALUE, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, QUALITY, DURABILITY, OPERATION, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OF THE AIRCRAFT OR ANY ENGINE, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. The Indenture Trustee, in its individual or trust capacities, does not make, nor shall it be deemed to have made, any representation or warranty as to the validity, legality or enforceability of this Trust Indenture, the Participation Agreement, the Secured Certificates, the Purchase Agreement, the Consent and Agreement or the Guarantee, or as to the correctness of any statement contained in any thereof, except for the representations and warranties of the Indenture Trustee, in each case expressly made in this Trust Indenture or in the Participation Agreement. The Loan Participants and the Certificate Holders make no representation or warranty hereunder whatsoever.
SECTION 6.04. No Segregation of Monies; No Interest.

Any monies paid to or retained by the Indenture Trustee pursuant to any provision hereof and not then required to be distributed to the Certificate Holders, or the Owner as provided in Article III hereof need not be segregated in any manner except to the extent required by Law or Section 5.06, 7.04(g), 7.06(f) or 7.07(c) hereof, and may be deposited under such general conditions as may be prescribed by Law, and the Indenture Trustee shall not be liable for any interest thereon (except that the Indenture Trustee shall invest all monies held as directed by the Owner so long as no Default or Event of Default has occurred and is continuing (or in the absence of such direction, by the Majority In Interest of Certificate Holders) in Cash Equivalents; provided, however, that any payments received, or applied hereunder, by the Indenture Trustee shall be accounted for by the Indenture Trustee so that any portion thereof paid or applied pursuant hereto shall be identifiable as to the source thereof.

SECTION 6.05. Reliance; Agreements; Advice of Counsel.

The Indenture Trustee shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Indenture Trustee may accept a copy of a resolution of the Board of Directors (or Executive Committee thereof) of any party to the Participation Agreement, certified by the Secretary or an Assistant Secretary thereof as duly adopted and in full force and effect, as conclusive evidence that such resolution has been duly adopted and that the same is in full force and effect. As to the aggregate unpaid Principal Amount of Secured Certificates outstanding as of any date, the Owner may for all purposes hereof rely on a certificate signed by any Vice President or other authorized corporate trust officer of the Indenture Trustee. As to any fact or matter relating to the Owner the manner of ascertainment of which is not specifically described herein, the Indenture Trustee may for all purposes hereof rely on a certificate, signed by a duly authorized officer of the Owner, as to such fact or matter, and such certificate shall constitute full protection to the Indenture Trustee for any action taken or omitted to be taken by it in good faith.

in reliance thereon. In the administration of the trusts hereunder, the Indenture Trustee may execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and may at the expense of the Collateral, consult with counsel, accountants and other skilled persons to be selected and retained by it, and the Indenture Trustee shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the written advice or written opinion of any such counsel, accountants or other skilled persons.

SECTION 6.06. Compensation.

The Indenture Trustee shall be entitled to reasonable compensation, including expenses and disbursements (including the reasonable fees and expenses of counsel), for all services rendered hereunder and shall, on and subsequent to an Event of Default hereunder, have a priority claim on the Collateral for the payment of such compensation, to the extent that such compensation shall not be paid by the Owner, and shall have the right, on and subsequent to an Event of Default hereunder, to use or apply any monies held by it hereunder in the Collateral toward such payments. The Indenture Trustee agrees that it shall have no right against the Loan Participants or the Certificate Holders for any fee as compensation for its services as trustee under this Trust Indenture.

SECTION 6.07. Instructions from Certificate Holders.

In the administration of the trusts created hereunder, the Indenture Trustee shall have the right to seek instructions from a Majority in Interest of Certificate Holders should any provision of this Trust Indenture appear to conflict with any other provision herein or should the Indenture Trustee’s duties or obligations hereunder be unclear, and the Indenture Trustee shall incur no liability in refraining from
ARTICLE VII

COVENANTS OF THE OWNER

SECTION 7.01. Liens.

The Owner will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to the Aircraft, title thereto or any interest therein, except (i) the Lien of this Trust Indenture, and any other rights existing pursuant to the Operative Documents, (ii) the rights of others under agreements or arrangements to the extent permitted by the terms of Sections 7.02(b) and 7.03(b) hereof, (iii) Loan Participant Liens and Indenture Trustee’ s Liens, (iv) Liens for taxes of the Owner (or any Lessee) either not yet due or being contested in good faith by appropriate proceedings so long as such proceedings do not involve any material risk of the sale, forfeiture or loss of the Airframe or any Engine or any interest therein, or, so long as any Secured Certificates shall be outstanding, adversely affect the Lien of this Trust Indenture, (v) materialmen’ s, mechanics’ , workmen’ s, repairmen’ s, employees’ or other like Liens arising in the ordinary course of the Owner’ s (or, if a Lease is then in effect, Lessee’ s business

including those arising under maintenance agreements entered into in the ordinary course of business) securing obligations that are not overdue for a period of more than sixty (60) days or are being contested in good faith by appropriate proceedings so long as such proceedings do not involve any material danger of the sale, forfeiture or loss of the Airframe or any Engine or any interest therein or, so long as any Secured Certificates shall be outstanding, adversely affect the Lien of this Trust Indenture, (vi) Liens arising out of any judgment or award against the Owner (or any Lessee), unless the judgment secured shall not, within sixty (60) days after the entry thereof, have been discharged, vacated, reversed or execution thereof stayed pending appeal or shall not have been discharged, vacated or reversed within sixty (60) days after the expiration of such stay, (vii) any other Lien with respect to which the Owner (or any Lessee) shall have provided a bond, cash collateral or other security adequate in the reasonable opinion of the Indenture Trustee, and (viii) Liens approved in writing by the Indenture Trustee. The Owner will promptly, at its own expense, take (or cause to be taken) such actions as may be necessary duly to discharge any such Lien not excepted above if the same shall arise at any time.

SECTION 7.02. Registration, Maintenance and Operation; Possession and Leases; Insignia.

(a) (I) Registration and Maintenance. The Owner, at its own cost and expense, shall (or shall cause any Lessee to): (i) cause the Aircraft to be duly registered in its name, and, subject to the second paragraph of this Section 7.02(a) and Section 8(f) of the Participation Agreement, to remain duly registered in the name of the Owner under the Federal Aviation Act, provided that the Owner shall not register the Aircraft or permit the Aircraft to be registered under any laws other than the Federal Aviation Act at any time except as provided in Section 8(f) of the Participation Agreement and shall cause this Trust Indenture to be duly recorded and maintained of record as a first mortgage on the Aircraft; (ii) maintain, service, repair and overhaul (or cause to be maintained, serviced, repaired and overhauled) the Aircraft so as to keep the Aircraft in as good an operating condition as when initially subjected to the Lien hereof, ordinary wear and tear excepted, and as may be necessary to enable the applicable airworthiness certification for the Aircraft to be maintained in good standing at all times (other than during temporary periods of storage in accordance with applicable regulations or during maintenance or modification
permitted hereunder) under the Federal Aviation Act, except when all Embraer model ERJ 170-200 aircraft powered by engines of the same type as those with which the Airframe shall be equipped at the time of such grounding and registered in the United States have been grounded by the FAA (although such certification need actually be maintained only during such periods as the Aircraft is registered in the United States), or the applicable Laws of any other jurisdiction in which the Aircraft may then be registered from time to time in accordance with Section 8(f) of the Participation Agreement, and utilizing, except during any period that a Lease is in effect, the same manner and standard of maintenance, service, repair or overhaul used by the Owner with respect to similar aircraft operated by the Owner in similar circumstances and utilizing, during any period that a Lease is in effect, the same manner and standard of maintenance, service, repair or overhaul used by the Lessee with respect to similar aircraft operated by the Lessee in similar circumstances; provided, however, that in all circumstances the Aircraft shall be maintained by the Owner (or any Lessee) in accordance with maintenance standards required by, or substantially equivalent to those required by, the FAA or the central civil aviation authority of Canada, France, Germany, Japan, the Netherlands or the United Kingdom; and (iii) maintain or cause to be maintained all records, logs and other materials required to be maintained in respect of the Aircraft by the FAA or the applicable regulatory agency or body of any other jurisdiction in which the Aircraft may then be registered. (II) Operation. The Owner will not maintain, use, service, repair, overhaul or operate the Aircraft (or permit any Lessee to maintain, use, service, repair, overhaul or operate the Aircraft) in violation of any law or any rule, regulation, order or certificate of any government or governmental authority (domestic or foreign) having jurisdiction, or in violation of any airworthiness certificate, license or registration relating to the Aircraft issued by any such authority, except to the extent the Owner (or, if a Lease is then in effect, any Lessee) is contesting in good faith the validity or application of any such law, rule, regulation or order in any reasonable manner which does not materially adversely affect the first priority Lien of this Trust Indenture and does not involve any material risk of sale, forfeiture or loss of the Aircraft. The Owner will not operate the Aircraft, or permit any Lessee to operate the Aircraft, in any area excluded from coverage by any insurance required by the terms of Section 7.04; provided, however, that the failure of the Owner to comply with the provisions of this sentence shall not give rise to an Event of Default hereunder where such failure is attributable to causes beyond the reasonable control of the Owner (or any Lessee) or to extraordinary circumstances involving an isolated occurrence or series of incidents not in the ordinary course of the regular operations of the Owner (or any Lessee) and in each such case the Owner (or such Lessee, as the case may be) is taking all reasonable steps to remedy such failure as soon as is reasonably practicable.

The Indenture Trustee, upon compliance with all of the terms of Section 8(f) of the Participation Agreement, shall, at the request and sole expense of the Owner, cooperate with the Owner to take all actions required to change the registration of the Aircraft to another country.

(b) Possession and Leases. The Owner will not, without the prior written consent of the Indenture Trustee, lease or otherwise in any manner deliver, transfer or relinquish possession of the Airframe or any Engine or install or permit any Engine to be installed on any airframe other than the Airframe or enter into any Wet Lease; provided that, so long as no Default of the type referred to in Section 4.01(a) or 4.01(e) or Event of Default shall have occurred and be continuing at the time of such lease, delivery, transfer or relinquishment of possession or installation or such Wet Lease, and so long as the action to be taken shall not deprive the Indenture Trustee of the perfected first priority Lien of this Trust Indenture on the Airframe or (subject to the further proviso (B) to clause (i) of this Section 7.02(b)) any Engine, and so long as the Owner (or any Lessee) shall comply with the provisions of Sections 7.02(a) and 7.04 hereof, the Owner (or, except with respect to clause (x) below, any Lessee) may, without the prior written consent of the Indenture Trustee:

(i) subject the Airframe and the Engines or engines then installed thereon to normal interchange agreements or any Engine to normal pooling or similar arrangements, in each case customary in the airline industry and entered into by the Owner (or, if a Lease is then in effect, by Lessee) in the ordinary course of its business; provided that (A) no such
agreement or arrangement contemplates or requires the transfer of title to the Airframe, (B) if the Owner’s title to any Engine shall be divested under any such agreement or arrangement, such divestiture shall be deemed to be an Event of Loss with respect to such Engine and the Owner shall (or shall cause Lessee to) comply with Section 7.06(b) hereof in respect thereof, and (C) any interchange agreement to which the Airframe may be subject shall be with a U.S. Air Carrier or a Foreign Air Carrier;

(ii) deliver possession of the Airframe or any Engine to the manufacturer thereof (or for delivery thereto) or to any organization (or for delivery thereto) for testing, service, repair, maintenance or overhaul work on the Airframe or Engine or any part of any thereof or for alterations or modifications in or additions to such Airframe or Engine to the extent required or permitted by the terms of Section 7.03(c) hereof;

(iii) install an Engine on an airframe which is owned by the Owner (or any Lessee) free and clear of all Liens, except: (A) Permitted Liens and those which apply only to the engines (other than Engines), appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment (other than Parts) installed on such airframe (but not to the airframe as an entirety), (B) the rights of third parties under interchange agreements which would be permitted under clause (i) above, provided that the Owner’s title to such Engine and the first priority Lien of this Trust Indenture shall not be divested or impaired as a result thereof and (C) mortgage liens or other security interests, provided that (as regards this clause (C)) such mortgage liens or other security interests effectively provide that such Engine shall not become subject to the lien of such mortgage or security interest, notwithstanding the installation thereof on such airframe;

(iv) install an Engine on an airframe leased to the Owner (or any Lessee) or purchased by the Owner (or any Lessee) subject to a conditional sale or other security agreement, provided that (x) such airframe is free and clear of all Liens, except: (A) the rights of the parties to the lease or conditional sale or other security agreement covering such airframe, or their assignees, and (B) Liens of the type permitted by subparagraph (iii) of this paragraph (b) and (y) such lease, conditional sale or other security agreement effectively provides that such Engine shall not become subject to the lien of such lease, conditional sale or other security agreement, notwithstanding the installation thereof on such airframe;

(v) install an Engine on an airframe owned by the Owner (or any Lessee), leased to the Owner (or any Lessee) or purchased by the Owner (or any Lessee) subject to a conditional sale or other security agreement under circumstances where neither subparagraph (iii) nor subparagraph (iv) of this paragraph (b) is applicable, provided that such installation shall be deemed an Event of Loss with respect to such Engine and the Owner shall (or shall cause any Lessee to) comply with Section 7.06(b) hereof in respect thereof, the Indenture Trustee not intending hereby to waive any right or interest it may have to or in such Engine under applicable Law until compliance by the Owner with such Section 7.06(b);

(vi) to the extent permitted by Section 7.03(b) hereof, subject any appliances, Parts or other equipment owned by the Owner and removed from the Airframe or any Engine to any pooling arrangement referred to in Section 7.03(b) hereof;

(vii) subject (or permit any Lessee to subject) the Airframe or any Engine to the Civil Reserve Air Fleet Program and transfer (or permit any Lessee to transfer) possession of the Airframe or any Engine to the United States of America or any instrumentality or agency thereof pursuant to the Civil Reserve Air Fleet Program, so long as the Owner (or any Lessee) shall (A) promptly notify the Indenture Trustee upon subjecting the Airframe or any Engine to the Civil Reserve Air Fleet Program in any contract year and provide the Indenture Trustee with the name and address of the Contracting
Office Representative for the Air Mobility Command of the United States Air Force to whom notice must be given pursuant to Section 4.02 hereof, and (B) promptly notify the Indenture Trustee upon transferring possession of the Airframe or any Engine to the United States of America or any agency or instrumentality thereof pursuant to such program;

(viii) enter into a Wet Lease for the Airframe and Engines or engines then installed thereon with any third party provided that if the Owner (or any Lessee) shall enter into any Wet Lease for a period of more than one year (including renewal options) the Owner shall provide the Indenture Trustee written notice of such Wet Lease (such notice to be given prior to entering into such Wet Lease, if practicable, but in any event promptly after entering into such Wet Lease);

(ix) transfer possession of the Airframe or any Engine to the United States of America or any instrumentality or agency thereof pursuant to a contract, a copy of which shall be provided to the Indenture Trustee; or

(x) the Owner may, at any time, enter into any lease with (1) a U.S. Air Carrier, (2) any Person approved in writing by the Indenture Trustee, which approval shall not be unreasonably withheld or (3) any Permitted Lessee if (A) in any such case, the Lessee under such lease is not subject to a proceeding or final order under applicable bankruptcy, insolvency or reorganization laws on the date such lease is entered into, (B) in the event that the Lessee under such lease is a foreign air carrier (other than a foreign air carrier principally based in Taiwan), the United States maintains diplomatic relations with the country in which such proposed Lessee is principally based at the time such lease is entered into (or, in the case of a lease to a proposed Lessee principally based in Taiwan, maintains diplomatic relations at least as good as those in effect on the Closing Date) and (C) in the event that the Lessee under such lease is a foreign air carrier, the Indenture Trustee shall have received an opinion of counsel to the Owner to the effect that (I) the terms of the proposed lease will be legal, valid, binding and (subject to customary exceptions in foreign opinions generally) enforceable against the proposed Lessee in the country in which the proposed Lessee is principally based, (II) there exist no possessory rights in favor of the Lessee under such lease under the laws of such Lessee’s country of domicile that would, upon bankruptcy or insolvency of or other default by the Owner and assuming at such time such Lessee is not insolvent or bankrupt, prevent the return or repossession of the Aircraft in accordance with the terms of this Trust Indenture, (III) the laws of such Lessee’s country of domicile require fair compensation by the government of such jurisdiction payable in currency freely convertible into Dollars for the loss of use of the Aircraft in the event of the requisition by such government of such use, and (IV) the laws of such Lessee’s country of domicile would give recognition to the Owner’s title to the Aircraft, to the registry of the Aircraft in the name of the Owner (or the proposed Lessee, as “lessee”, as appropriate) and to the Lien of this Trust Indenture, and (D) all applicable registrations under the Cape Town Convention necessary to protect the international interest created by this Trust Indenture with respect to such Aircraft are made.

The rights of any Lessee or other transferee who receives possession by reason of a transfer permitted by this paragraph (b) (other than the transfer of an Engine which is deemed an Event of Loss) shall be effectively subject and subordinate to, and any Lease permitted by this paragraph (b) shall be expressly subject and subordinate to, all the terms of this Trust Indenture and to the Lien of this Trust Indenture, including, without limitation, the covenants contained in Section 4.02(a) hereof and the Indenture Trustee’s rights to foreclosure and repossession pursuant to Section 4.02 hereof and to avoid such Lease upon such repossession, and the Owner shall remain primarily liable hereunder for the performance of all of the terms of this Trust Indenture to the same extent as if such Lease or transfer had not occurred, and, except as otherwise provided herein, the terms of any such Lease shall not permit any Lessee to take any action not permitted to be taken by the Owner in this Trust Indenture with respect to the Aircraft. No pooling agreement, lease or other relinquishment of possession of the Airframe or any Engine or Wet Lease shall in any way discharge or diminish any of the Owner’s obligations to the Indenture Trustee hereunder or constitute a waiver of the Indenture Trustee’s rights or remedies hereunder. Any lease permitted under this Section 7.02(b) shall expressly prohibit any further sublease by the Lessee. The Indenture Trustee agrees, for the benefit of the Owner (and any Lessee) and for the benefit of any mortgagee or other holder of a security interest in any engine (other than an Engine) owned by the Owner (or any Lessee), any lessor of any engine (other than an Engine) leased to the Owner (or any Lessee) and any conditional vendor of any engine (other than an
Engine) purchased by the Owner (or any Lessee) subject to a conditional sale agreement or any other security agreement, that no interest shall be created hereunder in any engine so owned, leased or purchased and that neither the Indenture Trustee nor its successors or assigns will acquire or claim, as against the Owner (or any Lessee) or any such mortgagee, lessor or conditional vendor or other holder of a security interest or any successor or assignee of any thereof, any right, title or interest in such engine as the result of such engine being installed on the Airframe; provided, however, that such agreement of the Indenture Trustee shall not be for the benefit of any lessor or secured party of any airframe (other than the Airframe) leased to the Owner (or any Lessee) or purchased by the Owner (or any Lessee) subject to a conditional sale or other security agreement or for the benefit of any mortgagee of or any other holder of a security interest in an airframe owned by the Owner (or any Lessee), unless such lessor, conditional vendor, other secured party or mortgagee has expressly agreed (which agreement may be contained in such lease, conditional sale or other security agreement or mortgage) that neither it nor its successors or assigns will acquire, as against the Indenture Trustee, any right, title or interest in such engine as a result of such engine being installed on such airframe. The Owner shall provide to the Indenture Trustee (i) written notice of any Lease hereunder (such notice to be given not later than five days prior to entering into such Lease, if practicable, but in any event promptly after entering into any such Lease) and (ii) a copy of each Lease which has a term of more than three months.

(c) Insignia. On or prior to the Closing Date, or as soon as practicable thereafter, the Owner agrees to affix and maintain (or cause to be affixed and maintained), at its expense, in the cockpit of the Airframe adjacent to the airworthiness certificate therein and on each Engine, a nameplate bearing the inscription:

Mortgaged To

U.S. Bank National Association,

as Indenture Trustee

(such nameplate to be replaced, if necessary, with a nameplate reflecting the name of any successor Indenture Trustee as permitted herein). Except as above provided, the Owner will not allow the name of any Person (other than the Owner) to be placed on the Airframe or on any Engine as a designation that might be interpreted as a claim of ownership; provided that nothing herein contained shall prohibit the Owner (or any Lessee) from placing its customary colors and insignia on the Airframe or any Engine.

SECTION 7.03. Replacement and Pooling of Parts; Alterations, Modifications and Additions.

(a) Replacement of Parts. The Owner, at its own cost and expense, will so long as the Airframe or an Engine is subject to the Lien of this Trust Indenture promptly replace or cause to be replaced all Parts which may from time to time be incorporated or installed in or attached to the Airframe or any Engine and which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, except as otherwise provided in paragraph (c) of this Section 7.03 or if the Airframe or an Engine to which a Part relates has suffered an Event of Loss. In addition, the Owner (or any Lessee) may, at its own cost and expense, remove in the ordinary course of maintenance, service, repair, overhaul or testing, any Parts, whether or not worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use, provided that the Owner (or any Lessee), except as otherwise provided in paragraph (c) of this Section 7.03, will, at its own cost and expense, replace such Parts as promptly as practicable. All replacement Parts shall be free and clear of all Liens (except for Permitted Liens and pooling arrangements to the extent permitted by paragraph (b) of this Section 7.03 and except in the case of replacement property temporarily installed on an emergency basis) and shall be in as good operating condition as, and shall have a value and utility at least equal to, the Parts replaced assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof. Except as otherwise provided in paragraph (c) of this Section 7.03, all Parts at any time removed from the Airframe or any Engine shall remain subject to the Lien of this Trust Indenture, no matter
where located, until such time as such Parts shall be replaced by Parts which have been incorporated or installed in or attached to the Airframe or such Engine and which meet the requirements for replacement Parts specified above. Immediately upon any replacement part becoming incorporated or installed in or attached to the Airframe or any Engine as above provided, without further act (subject only to Permitted Liens and any pooling arrangement to the extent permitted by paragraph (b) of this Section 7.03 and except in the case of replacement property temporarily installed on an emergency basis), (i) title to such replacement Part shall be owned by the Owner, (ii) such replacement Part shall become subject to the Lien of this Trust Indenture and be deemed part of the Airframe or such Engine for all purposes hereof to the same extent as the Parts originally incorporated or installed in or attached to the Airframe or such Engine, and (iii) the replaced Part shall thereupon be free and clear of all rights of the Indenture Trustee, and shall no longer be subject to the Lien of this Trust Indenture or be deemed a Part hereunder.

(b) **Pooling of Parts.** Any Part removed from the Airframe or any Engine as provided in paragraph (a) of this Section 7.03 may be subjected by the Owner (or any Lessee) to a normal pooling arrangement customary in the airline industry of which the Owner (or, if a Lease is then in effect, any Lessee) is a party entered into in the ordinary course of the Owner’s (or any Lessee’s) business; *provided* that the Part replacing such removed Part shall be incorporated or installed in or attached to such Airframe or Engine in accordance with such paragraph (a) as promptly as practicable after the removal of such removed Part. In addition, any replacement Part when incorporated or installed in or attached to the Airframe or any Engine in accordance with such paragraph (a) may be owned by any third party subject to such a normal pooling arrangement, *provided* that the Owner (or any Lessee), at its expense, as promptly thereafter as practicable, either (i) causes such replacement Part to become subject to the Lien of this Trust Indenture free and clear of all Liens except Permitted Liens (other than pooling arrangements), at which time such temporary replacement Part shall become a Part or (ii) replaces such replacement Part by incorporating or installing in or attaching to the Airframe or Engine a further replacement Part which is subject to the Lien of this Trust Indenture, free and clear of all Liens except Permitted Liens (other than pooling arrangements).

(c) **Alterations, Modifications and Additions.** The Owner, at its own expense, will make (or cause to be made) such alterations and modifications in and additions to the Airframe and Engines as may be required from time to time to meet the applicable standards of the FAA or any other governmental authority having jurisdiction; *provided, however,* that the Owner (or, if a Lease is then in effect, any Lessee) may, in good faith, contest the validity or application of any such law, rule, regulation or order in any reasonable manner which does not materially adversely affect the Indenture Trustee. In addition, the Owner (or any Lessee), at its own expense, may from time to time add further parts or accessories and make such alterations and modifications in and additions to the Airframe or any Engine as the Owner (or any Lessee) may deem desirable in the proper conduct of its business, including, without limitation, removal of Parts which the Owner (or any Lessee) has determined in its reasonable judgment to be obsolete or no longer suitable or appropriate for use on the Airframe or such Engine (such parts, “**Obsolete Parts**”); *provided* that no such alteration, modification or addition shall materially diminish the value, utility or remaining useful life of the Airframe or such Engine below the value, utility or remaining useful life thereof immediately prior to such alteration, modification or addition, assuming the Airframe or such Engine was then in the condition required to be maintained by the terms of this Trust Indenture, except that the value (but not the utility or remaining useful life) of the Airframe or any Engine may be reduced by the value of Obsolete Parts which shall have been removed so long as the aggregate value of all Obsolete Parts which shall have been removed and not replaced shall not exceed $300,000. All Parts incorporated or installed in or attached to the Airframe or an Engine as the result of such alteration, modification or addition (the **“Additional Parts”** shall, without further act, become

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subject to the Lien of this Trust Indenture. Notwithstanding the foregoing sentence, the Owner (or any Lessee) may remove or suffer to be removed any Additional Part, provided that such Additional Part (i) is in addition to, and not in replacement of or substitution for, any Part originally incorporated or installed in or attached to the Airframe or any Engine on the Closing Date or any Part in replacement of, or substitution for, any such Part, (ii) is not required to be incorporated or installed in or attached or added to the Airframe or any Engine pursuant to the terms of Section 7.02 hereof or the first sentence of this paragraph (c) and (iii) can be removed from the Airframe or such Engine without diminishing or impairing the value, utility or remaining useful life which the Airframe or such Engine would have had at the time of removal had such alteration, modification or addition not occurred, assuming that such Airframe or Engine was in the condition and repair required to be maintained by the terms hereof. Upon the removal by the Owner (or any Lessee) of any Part as provided above, such Part shall, without further act, be free and clear of all rights of the Indenture Trustee, such Part shall no longer be deemed part of the Airframe or Engine from which it was removed.

SECTION 7.04. Insurance.

(a) Public Liability and Property Damage Insurance. (I) Except as provided in clause (II) of this Section 7.04(a), the Owner will carry or cause to be carried at its or any Lessee’s expense (i) aircraft public liability (including, without limitation, passenger legal liability) (and including aircraft war risk and hijacking insurance, if and to the extent the same is maintained by the Owner (or, if a Lease is then in effect, if and to the extent maintained by Lessee) with respect to other aircraft owned or leased, and operated by the Owner (or such Lessee) on the same routes) insurance and property damage insurance (exclusive of manufacturer’s product liability insurance) with respect to the Aircraft, in an amount not less than the greater of (x) the amount of public liability and property damage insurance from time to time applicable to aircraft owned or operated by the Owner (or, if a Lease is then in effect, by Lessee) of the same type as the Aircraft and (y) $200,000,000 per occurrence and (ii) cargo liability insurance, in the case of both clause (i) and clause (ii), (A) of the type and covering the same risks as from time to time applicable to aircraft operated by the Owner (or, if a Lease is then in effect, by Lessee) of the same type as the Aircraft and (B) which is maintained in effect with insurers of recognized responsibility. Any policies of insurance carried in accordance with this paragraph (a) and any policies taken out in substitution or replacement for any of such policies (A) shall be amended to name the Indenture Trustee (but without imposing on any such parties liability to pay the premiums for such insurance) and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) as additional insureds as their respective interests may appear, (B) shall provide that in respect of the interest of the Indenture Trustee (and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) in such policies the insurance shall not be invalidated by any action or inaction of the Owner (or, if any Lease is then in effect, any Lessee) or any other Person and shall insure the Indenture Trustee (and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) regardless of any breach or violation of any warranty, declaration or condition contained in such policies by the Owner (or, if any Lease is then in effect, any Lessee), (C) may provide for self-insurance to the extent permitted by Section 7.04(d) and (D) shall provide that, except to the extent not provided for by the FAA or other instrumentality of the government of the United States in the event that the Owner maintains war risk and hijacking insurance with the FAA or such instrumentality, if the insurers cancel such insurance for any reason whatever or if any material change is made in such insurance which adversely affects the interest of the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease), or such insurance shall lapse for non-payment of premium, such cancellation, lapse or change shall not be effective as to the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) for thirty (30) days (seven (7) days in the case of war risk and allied perils coverage) after issuance to the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) of written notice by such insurers of such cancellation, lapse or change; provided, however, that if any notice period specified above is not reasonably obtainable, such policies shall provide for as long a period of prior notice as shall then be reasonably obtainable. Each
liability policy (1) shall be primary without right of contribution from any other insurance which is carried by the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease), (2) shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured, and (3) shall waive any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) to the extent of any moneys due to the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease). To the extent the Owner maintains war risk and hijacking insurance with the FAA or other instrumentality of the government of the United States, and the FAA or such instrumentality does not provide for the provision of direct notice to the Indenture Trustee of cancellation, material change or lapse in the insurance required hereunder, the Owner hereby agrees that upon receipt of notice of any thereof from the FAA or such instrumentality it shall give the Indenture Trustee immediate notice of each cancellation or lapse of, or material change to, such insurance.

(II) During any period that the Aircraft is on the ground and not in operation, the Owner may carry or cause to be carried, in lieu of the insurance required by clause (I) above, insurance otherwise conforming with the provisions of said clause (I) except that (A) the amounts of coverage shall not be required to exceed the amounts of public liability and property damage insurance from time to time applicable to aircraft owned or operated by the Owner (or, if a Lease is then in effect, by Lessee) of the same type as the Aircraft which are on the ground and not in operation; and (B) the scope of the risks covered and the type of insurance shall be the same as from time to time shall be applicable to aircraft owned or operated by the Owner (or, if a Lease is then in effect, by Lessee) of the same type which are on the ground and not in operation.

(b) Insurance Against Loss or Damage to the Aircraft. (I) Except as provided in clause (II) of this Section 7.04(b), the Owner shall maintain or cause to be maintained in effect, at its or any Lessee’s expense, with insurers of recognized responsibility, all-risk ground and flight aircraft hull insurance covering the Aircraft and all-risk ground and flight coverage of Engines and Parts while temporarily removed from the Aircraft and not replaced by similar components (including, without limitation, war risk and governmental confiscation and expropriation (other than by the government of registry of the Aircraft) and hijacking insurance, if and to the extent the same is maintained by the Owner (or, if a Lease is then in effect, by Lessee) with respect to other aircraft owned or operated by the Owner (or such Lessee) on the same routes, except that the Owner (or such Lessee) shall maintain war risk and governmental confiscation and expropriation (other than by the government of registry of the Aircraft) and hijacking insurance if the Aircraft is operated on routes where the custom is for major international air carriers flying comparable routes to carry such insurance) which is of the type as from time to time applicable to aircraft owned or operated by the Owner (or, if a Lease is then in effect, by Lessee) of the same type as the Aircraft; provided that such insurance shall at all times while the Aircraft is subject to this Trust Indenture be for an amount (subject to self-insurance to the extent permitted by Section 7.04(d)) not less than the 105% of the then aggregate unpaid Principal Amount of the Secured Certificates (the “Loan Loss Value”). Any policies carried in accordance with this paragraph (b) covering the Aircraft and any policies taken out in substitution or replacement for any such policies (i) shall name the Indenture Trustee (and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) as an additional insured, as its interest may appear (but without imposing on such party liability to pay premiums with respect to such insurance), (ii) may provide for self-insurance to the extent permitted in Section 7.04(d), (iii) shall provide that (A) in the event of a loss involving proceeds in excess of $3,500,000 (or, if the Aircraft is then under a Lease, in excess of $2,000,000), the proceeds in respect of such loss up to an amount equal to the aggregate unpaid Principal Amount of the Secured Certificates plus all accrued and unpaid interest thereon (the “Balance Due”) shall be payable to the Indenture Trustee (except in the case of a loss with respect to an Engine installed on an airframe other than the Airframe, in which case the Owner (or any Lessee) shall arrange for any payment of insurance proceeds in respect of such loss to be held for the account of the Indenture Trustee whether such payment is made to the Owner (or any Lessee) or any third party), it being understood and agreed that in the case of any payment to the Indenture Trustee otherwise than in respect
of an Event of Loss, the Indenture Trustee shall, upon receipt of evidence satisfactory to it that the damage giving rise to such payment shall have been repaired or that such payment shall then be required to pay for repairs then being made, pay the amount of such payment to the Owner or its order, and (B) the entire amount of any loss involving proceeds of $3,500,000 (or, if the Aircraft is then under a Lease, of $2,000,000) or less or the amount of any proceeds of any loss in excess of the Balance Due shall be paid to the Owner or its order unless an Event of Default shall have occurred and be continuing and the insurers have been notified thereof by the Indenture Trustee, (iv) shall provide that, except to the extent not provided for by the FAA or other instrumentality of the government of the United States in the event that the Owner maintains war risk and hijacking insurance with the FAA or such instrumentality, if the insurers cancel such insurance for any reason whatever, or such insurance lapses for non-payment of premium or if any material change is made in the insurance which adversely affects the interest of the Indenture Trustee, such cancellation, lapse or change shall not be effective as to the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) for thirty (30) days (seven (7) days in the case of hull war risk and allied perils coverage) after issuance to the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease), of written notice by such insurers of such cancellation, lapse or change, provided, however, that if any notice period specified above is not reasonably obtainable, such policies shall provide for as long a period of prior notice as shall then be reasonably obtainable, (v) shall provide that in respect of the interest of the Indenture Trustee (and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) in such policies the insurance shall not be invalidated by any action or inaction of the Owner (or, if a Lease is then in effect, any Lessee) or any other Person and shall insure the Indenture Trustee (and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease) regardless of any breach or violation of any warranty, declaration or condition contained in such policies by the Owner (or, if a Lease is then in effect, any Lessee), (vi) shall be primary without any right of contribution from any other insurance which is carried by the Indenture Trustee (or, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease), (vii) shall waive any right of subrogation of the insurers against the Indenture Trustee (and, if any Lease shall be in effect, the Owner in its capacity as lessor under the Lease), and (viii) shall waive any right of the insurers to set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Indenture Trustee or the Owner (or any Lessee) to the extent of any moneys due to the Indenture Trustee. To the extent the Owner maintains hull war risk and hijacking insurance with the FAA or other instrumentality of the government of the United States and the FAA or such instrumentality does not provide for the provision of direct notice to the Indenture Trustee of cancellation, material change or lapse in the insurance required hereunder, the Owner hereby agrees that upon receipt of notice of any thereof from the FAA or such instrumentality it shall give the Indenture Trustee immediate notice of each cancellation or lapse of, or material change to, such insurance. In the case of a loss with respect to an engine (other than an Engine) installed on the Airframe, the Indenture Trustee shall hold any payment to it of any insurance proceeds in respect of such loss for the account of any third party that is entitled to receive such proceeds.

As between the Indenture Trustee and the Owner, it is agreed that all insurance payments received as the result of the occurrence of an Event of Loss will be applied as follows:

(x) if such payments are received as a result of an Event of Loss with respect to the Airframe (or the Airframe and the Engines installed thereon) that has been or is being replaced by the Owner as contemplated by Section 7.06(a) hereof, such payments shall be paid over to, or retained by, the Indenture Trustee as security and upon completion of such replacement shall be paid over to the Owner;

(y) if such payments are received with respect to the Airframe (or the Airframe and the Engines installed thereon) that has not been or is not being replaced by the Owner as contemplated by Section 7.06(a) hereof, so much of such payments remaining, after reimbursement of the Indenture Trustee for reasonable costs and expenses, as shall not exceed the Balance Due shall be applied in reduction of the Owner’s obligation to pay such Balance Due, if not already paid by the Owner, or, if already paid by the Owner, shall be applied to reimburse the Owner for its payment of such Balance Due, and
the balance, if any, of such payments remaining thereafter will be paid over to, or retained by, the Owner (or if directed by the Owner, any Lessee); and

(z) if such payments are received with respect to an Engine or Part under the circumstances contemplated by Section 7.06(b) hereof, so much of such payments remaining, after reimbursement of the Indenture Trustee for reasonable costs and expenses, shall be paid over to, or retained by, the Owner (or if directed by the Owner, any Lessee), provided that the Owner shall have fully performed, or concurrently therewith will fully perform, the terms of Section 7.06(b) hereof with respect to the Event of Loss for which such payments are made.

As between the Indenture Trustee and the Owner, the insurance payments for any property damage loss to the Airframe or any Engine not constituting an Event of Loss with respect thereto will be applied in payment for repairs or for replacement property in accordance with the terms of Sections 7.02 and 7.03, if not already paid for by the Owner (or any Lessee), and any balance (or if already paid for by the Owner (or any Lessee), all such insurance proceeds) remaining after compliance with such Sections with respect to such loss shall be paid to the Owner (or any Lessee if directed by the Owner).

(II) During any period that the Aircraft is on the ground and not in operation, the Owner may carry or cause to be carried, in lieu of the insurance required by clause (I) above, insurance otherwise conforming with the provisions of said clause (I) except that the scope of the risks and the type of insurance shall be the same as from time to time applicable to aircraft owned or operated by the Owner (or, if a Lease is then in effect, by Lessee) of the same type similarly on the ground and not in operation, provided that the Owner shall maintain insurance against risk of loss or damage to the Aircraft in an amount equal to the Loan Loss Value of the Aircraft during such period that the Aircraft is on the ground and not in operation.

(c) Reports, etc. The Owner will furnish, or cause to be furnished, to the Indenture Trustee, on or before the Closing Date and on or before July 1 in each year thereafter commencing July, [ ], a report, signed by Aon Risk Services, Inc., Aon Risk Services of Minnesota, Inc. or any other independent firm of insurance brokers reasonably acceptable to the Indenture Trustee (the “Insurance Brokers”), describing in reasonable detail the insurance and reinsurance then carried and maintained with respect to the Aircraft and stating the opinion of such firm that the insurance then carried and maintained with respect to the Aircraft complies with the terms hereof; provided, however, that all information contained in the foregoing report shall not be made available by the Indenture Trustee to anyone except (A) to permitted transferees of the Indenture Trustee who agree to hold such information confidential, (B) to the Indenture Trustee’s counsel or independent certified public accountants or independent insurance advisors who agree to hold such information confidential or (C) as may be required by any statute, court or administrative order or decree or governmental ruling or regulation. The Owner will cause such Insurance Brokers to agree to advise the Indenture Trustee in writing of any default in the payment of any premium and of any other act or omission on the part of the Owner of which it has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Aircraft. To the extent such agreement is reasonably obtainable, the Owner will also cause such Insurance Brokers to agree to advise the Indenture Trustee in writing at least thirty (30) days (seven (7) days in the case of war risk and allied perils coverage), prior to the expiration or termination date of any insurance carried and maintained on the Aircraft pursuant to this Section 7.04. In addition, the Owner will also cause such Insurance Brokers to deliver to the Indenture Trustee, on or prior to the date of expiration of any insurance policy referenced in a previously delivered certificate of insurance, a new certificate of insurance, substantially in the same form as delivered by the Owner to such party on the Closing Date. In the event that the Owner or any Lessee shall fail to maintain or cause to be maintained insurance as herein provided, the Indenture Trustee may at its sole option provide such insurance and, in
such event, the Owner shall, upon demand, reimburse the Indenture Trustee for the cost thereof to Indenture Trustee, without waiver of any other rights Indenture Trustee may have.

(d)  **Self-Insurance.** The Owner may self-insure by way of deductible, premium adjustment or franchise provisions or otherwise (including, with respect to insurance maintained pursuant to Section 7.04(b), insuring for a maximum amount which is less than the Loan Loss Value of the Aircraft) in the insurance covering the risks required to be insured against pursuant to this Section 7.04 under a program applicable to all aircraft in the Owner’s fleet, but in no case shall the aggregate amount of self-insurance in regard to Section 7.04(a) and Section 7.04(b) exceed during any policy year, with respect to all of the aircraft in the Owner’s fleet (including, without limitation, the Aircraft), the lesser of (a) 50% of the largest replacement value of any single aircraft in the Owner’s fleet or (b) 1-1/2% of the average aggregate insurable value (during the preceding policy year) of all aircraft (including, without limitation, the Aircraft) on which the Owner carries insurance. In addition, the Owner (and any Lessee) may self-insure to the extent of any applicable mandatory minimum per aircraft (or, if applicable, per annum or other period) hull or liability insurance deductible imposed by the aircraft hull or liability insurers.

(e)  **Additional Insurance by the Owner.** The Owner (and any Lessee) may at its own expense carry insurance with respect to its interest in the Aircraft in amounts in excess of that required to be maintained by this Section 7.04.

(f)  **Indemnification by Government in Lieu of Insurance.** Notwithstanding any provisions of this Section 7.04 requiring insurance, the Indenture Trustee agrees to accept, in lieu of insurance against any risk with respect to the Aircraft, indemnification from, or insurance provided by, the United States Government or any agency or instrumentality thereof or, upon the written consent of the Indenture Trustee, other government of registry of the Aircraft or any agency or instrumentality thereof, against such risk in an amount which, when added to the amount of insurance against such risk maintained by the Owner (or any Lessee) with respect to the Aircraft (including permitted self-insurance) shall be at least equal to the amount of insurance against such risk otherwise required by this Section 7.04.

(g)  **Application of Payments During Existence of an Event of Default.** Any amount referred to in paragraph (b) of this Section 7.04 which is payable to or retainable by the Owner (or any Lessee) shall not be paid to or retained by the Owner (or any Lessee) if at the time of such payment or retention an Event of Default shall have occurred and be continuing, but shall be held by or paid over to the Indenture Trustee as security for the obligations of the Owner (or any Lessee) under this Trust Indenture and applied against the Owner’s obligations hereunder as and when due. Upon the earlier of (a) such time as there shall not be continuing any such Event of Default or (b) the termination of this Trust Indenture in accordance with Section 11.01 hereof, such amount shall be paid to the Owner (or such Lessee) to the extent not previously applied in accordance with the preceding sentence.

**SECTION 7.05. Inspection.**

At all reasonable times and upon at least 15 days’ prior written notice to the Owner, the Indenture Trustee or its authorized representative may (not more than once every calendar year (unless an Event of Default has occurred and is continuing when such inspection right shall not be so limited)) inspect the Aircraft and inspect and make copies (at the Indenture Trustee’s expense) of the books and records of the Owner relating to the maintenance of the Aircraft; any such inspection of the Aircraft shall be limited to a visual, walk-around inspection and shall not include opening any panels, bays or the like without the express consent of the Owner; provided that no exercise of such inspection right shall interfere with the operation or maintenance of the Aircraft by, or the business of, the Owner (or any Lessee). The Indenture Trustee shall not have any duty to make any such inspection nor shall it incur any liability or obligation by reason of not making such inspection.
SECTION 7.06. Loss, Destruction, Requisition, etc.

(a) **Event of Loss with Respect to the Aircraft.** Upon the occurrence of an Event of Loss with respect to the Airframe or the Airframe and the Engines and/or engines then installed thereon, the Owner shall forthwith (and in any event, within fifteen (15) days after such occurrence) give the Indenture Trustee written notice of such Event of Loss, and within forty-five (45) days after such Event of Loss the Owner shall give the Indenture Trustee written notice of its election to perform one of the following options (it being agreed that if the Owner shall not have given such notice of election within such period, the Owner shall be deemed to have elected the option set forth in clause (i) below). The Owner may elect either to:

(i) redeem the Secured Certificates in accordance with Section 2.10 hereof not later than the earlier of (x) the Business Day next succeeding the 120th day following the occurrence of such Event of Loss or (y) an earlier Business Day irrevocably specified fifteen (15) days in advance by notice from the Owner to the Indenture Trustee; or

(ii) substitute an aircraft or an airframe or an airframe and one or more engines, as the case may be;

provided that, if the Owner does not perform its obligation to effect such substitution in accordance with this Section 7.06(a) during the period of time provided herein, then the Owner shall pay or cause to be paid to the Indenture Trustee on the Business Day next succeeding the 120th day following the occurrence of such Event of Loss the amount specified in clause (i) above.

In the event the Owner shall elect to substitute an aircraft (or an airframe or an airframe and one or more engines, as the case may be), the Owner shall at its sole expense, not later than the Business Day next succeeding the 120th day following the occurrence of such Event of Loss, (x) cause to be subjected to the Lien of this Trust Indenture, in replacement of the Airframe with respect to which the Event of Loss occurred, a Replacement Airframe and, if any Engine shall have been installed on the Airframe when it suffered an Event of Loss, a Replacement Engine therefor, such Replacement Airframe and Replacement Engines, if any, to be free and clear of all Liens (other than Permitted Liens) and having a value, utility and remaining useful life (without regard to hours or cycles) at least equal to the Airframe or Engine, as the case may be, subject to such Event of Loss assuming no Event of Loss had occurred and that the Aircraft had been maintained in accordance with this Trust Indenture; *provided* that the Replacement Airframe and the Replacement Engines, if any, shall be of the same or improved model as the Airframe or Engine, as the case may be, that are replaced and (y) prior to or at the time of any such substitution, the Owner (or any Lessee), at its own expense, will (1) furnish the Indenture Trustee a copy of the original bill of sale respecting such Replacement Airframe and the Replacement Engines, if any, which shall have been duly registered as a “contract of sale” in respect thereof on the International Registry, as applicable, and appropriate instruments assigning to the Indenture Trustee the benefits, if any, of all manufacturer’s and vendor’s warranties generally available and permitted to be assigned by the Owner with respect to such Replacement Airframe and Replacement Engines, if any, (2) cause a Trust Indenture Supplement to be duly executed by the Owner and filed for recording pursuant to the Federal Aviation Act, or the applicable laws, rules and regulations of any other jurisdiction in which the Airframe being replaced may then be registered as permitted by Section 8(f) of the Participation Agreement with corresponding registrations being made with the International Registry, as applicable, (3) cause a financing statement or statements with respect to such Replacement Airframe and Replacement Engines, if any, to be filed in such place or places as are deemed necessary or desirable by counsel for the Indenture Trustee to perfect the Indenture Trustee’s interest therein, (4) furnish the Indenture Trustee with such evidence of compliance with the insurance provisions of Section 7.04 with respect to such Replacement Airframe and Replacement Engines, if any, as the Indenture Trustee’s counsel may reasonably request, (5) furnish the Indenture Trustee with (A) an opinion of in-house counsel to the Owner, or other counsel satisfactory to the Indenture Trustee, stating that the Replacement Airframe and Replacement Engines, if any, has or have been validly subjected to the Lien of this Trust Indenture, the instruments subjecting such Replacement Airframe and Replacement Engines, if any, to the Lien of this Trust Indenture, have been duly filed for recordation pursuant to the Federal Aviation Act, registered with the International Registry pursuant to the Cape Town Convention, if applicable, or registered or filed
pursuant to any other law then applicable to the registration of the Replacement Airframe and Replacement Engines, if any, and no further action, filing or recording of any document is necessary or advisable in order to establish and perfect the Lien of this Trust Indenture on such Replacement Airframe and Replacement Engines, if any (B) a certificate signed by a duly authorized officer of the Owner stating the following: (i) a description of the replaced Airframe and Engines, if any, which shall be identified by manufacturer, model, FAA registration number (or other applicable registration information) and manufacturer’s serial number; (ii) a description of the Replacement Airframe and Replacement Engines, if any, to be received (including the manufacturer, model, FAA registration number (or other applicable registration information) and manufacturer’s serial number) as consideration for the replaced Airframe and Engines, if any; (iii) that the Replacement Airframe and Replacement Engines, if any, is or are of the same or an improved model as the Airframe and Engines, if any, requested to be released from this Trust Indenture; (iv) the value, utility and remaining useful life (without regard to hours or cycles) of the Replacement Airframe and Replacement Engines, if any, as of the date of such certificate (which in the judgment of the Owner shall be not less than the value, utility and remaining useful life (without regard to hours or cycles) of the Airframe and Engines, if any, requested to be released (assuming no Event of Loss and that such Airframe and Engines, if any, was or were in the condition and repair required to be maintained under this Trust Indenture)); and (v) that no Event of Default or Default has occurred which has not been remedied or waived, and that the Owner will not be in default, by the making and granting of the request for release and the addition of a Replacement Airframe and Replacement Engines, if any, in the performance of any

of the terms and covenants of the Owner, and (C) a certificate from either an aircraft engineer (who may be an employee of the Owner) or a firm of independent aircraft appraisers selected by the Owner confirming the accuracy of the information set forth in sub-clause (iv) of the immediately preceding clause (5)(B) of this Section 7.06(a), and (6) furnish the Indenture Trustee with an opinion of counsel (which shall be Cadwalader, Wickersham & Taft LLP and, if not, other counsel chosen by the Owner and reasonably acceptable to the Indenture Trustee) reasonably satisfactory to the Indenture Trustee to the effect that the Indenture Trustee will be entitled to the benefits of Section 1110 of the U.S. Bankruptcy Code with respect to the Replacement Airframe, provided that such opinion need not be delivered to the extent that immediately prior to such substitution the benefits of Section 1110 of the U.S. Bankruptcy Code were not, solely by reason of a change in law or governmental interpretation thereof, available to the Indenture Trustee. For all purposes hereof, the property so substituted shall after such transfer be deemed part of the property subject to the Lien of this Trust Indenture and shall be deemed an “Aircraft”, “Airframe” and “Engine”, as the case may be, as defined herein.

Upon the Owner having provided a Replacement Airframe and Replacement Engines, if any, as provided for in this Section 7.06(a), (x) the Lien of this Trust Indenture shall continue with respect to such Replacement Airframe and Replacement Engines, if any, as though no Event of Loss had occurred; the Indenture Trustee shall, at the cost and expense of the Owner, release from the Lien of this Trust Indenture the replaced Airframe and Engines, if any, with respect to which such Event of Loss occurred, by executing and delivering to the Owner such documents and instruments, prepared at the Owner’s expense, as the Owner may reasonably request to evidence such release including, without limitation, any registrations with the International Registry pursuant to the Cape Town Convention; and (y) the Indenture Trustee shall assign to the Owner all claims it may have against any other Person arising from the Event of Loss and the Owner shall receive all insurance proceeds and proceeds from any award in respect of condemnation, confiscation, seizure or requisition, including any investment interest thereon, to the extent not previously applied to the purchase price of the Replacement Airframe and Replacement Engines, if any, as provided in Sections 7.04(b) and 7.06(c)(i) hereof.

(b) Substitution with Respect to an Engine. The Owner shall (i) so long as no Default or Event of Default has occurred which has not been remedied or waived, have the right to substitute a Replacement Engine for any Engine at its option at any time, on at least thirty (30) days’ prior written notice to the Indenture Trustee and (ii) substitute a Replacement Engine for an Engine if an Event of Loss shall have occurred with respect to such Engine (under circumstances in which there has not occurred an Event of Loss with respect to the Airframe) within sixty (60) days after the occurrence of such Event of Loss (such Replacement Engine to be of the same or another manufacturer of the same, an equivalent or an improved model and suitable for installation and use on the Airframe without impairing the value, utility or remaining useful life of the Aircraft; provided that both Engines shall be of the same make and model) free and clear of all Liens (other than Permitted Liens) and having a value, utility and remaining useful life (without regard to hours or cycles) at least equal to the
replaced Engine assuming no Event of Loss had occurred and that such replaced Engine had been maintained in accordance with the provisions of this Trust Indenture. Prior to or at the time of any such substitution, the Owner, at its own expense, will (1) furnish the Indenture Trustee with (A) a copy of the original bill of sale with respect to such Replacement Engine, which shall have been duly registered as a ‘‘contract of sale’’ in respect thereof on the International Registry, as applicable and (B)

appropriate instruments assigning to the Indenture Trustee the benefits, if any, of all manufacturer’s and vendor’s warranties generally available and permitted to be assigned by the Owner with respect to such Replacement Engine, (2) cause a Trust Indenture Supplement to be duly executed by the Owner and to be filed for recording pursuant to the Federal Aviation Act, or the applicable laws, rules and regulations of any other jurisdiction in which the Aircraft may then be registered as permitted by Section 8(f) of the Participation Agreement, with corresponding registrations being made on the International Registry, as applicable, (3) cause a financing statement or statements covering the Lien created by this Trust Indenture with respect to the Replacement Engine to be filed in such place or places as are deemed necessary or desirable by counsel for the Indenture Trustee to perfect the Indenture Trustee’s interest therein, (4) furnish the Indenture Trustee with such evidence of compliance with the insurance provisions of Section 7.04 hereof with respect to such Replacement Engine as the Indenture Trustee may reasonably request, and (5) furnish the Indenture Trustee with (A) an opinion of in-house counsel to the Owner, or other counsel satisfactory to the Indenture Trustee, stating that the Replacement Engine has been validly subjected to the Lien of this Trust Indenture, the instruments subjecting such Replacement Engine to the Lien of this Trust Indenture have been duly filed for recordation pursuant to the Federal Aviation Act, registered with the International Registry pursuant to the Cape Town Convention, if applicable, or registered or filed pursuant to any other law then applicable to the registration of the Aircraft, and no further action, filing or recording of any document is necessary or advisable in order to establish and perfect the Lien of this Trust Indenture on such Replacement Engine and (B) a certificate signed by a duly authorized officer of the Owner stating the following: (i) a description of the replaced Engine which shall be identified by manufacturer’s serial number; (ii) a description of the Replacement Engine (including the manufacturer’s name and serial number) as consideration for the replaced Engine; (iii) that such Replacement Engine is substantially the same as the replaced Engine (or an improved model); and (iv) the value, utility and remaining useful life (without regard to hours or cycles) of the Replacement Engine as of the date of such certificate (which in the judgment of the Owner shall not be less than the value, utility and remaining useful life (without regard to hours or cycles) of the Engine requested to be released (assuming no Event of Loss and that such Engine was in the condition and repair required to be maintained under this Trust Indenture).

Upon the Owner having provided a Replacement Engine, as provided for in this Section 7.06(b), (x) the Lien of this Trust Indenture shall continue with respect to such Replacement Engine; the Indenture Trustee shall, at the cost and expense of the Owner, release from the Lien of this Trust Indenture the replaced Engine by executing and delivering to the Owner such documents and instruments, prepared at the Owner’s expense, as the Owner may reasonably request to evidence such release including, without limitation, any registrations with the International Registry pursuant to the Cape Town Convention; and (y) the Indenture Trustee shall assign to the Owner all claims it may have against any other Person arising from an Event of Loss of such replaced Engine giving rise to such substitution and the Owner shall receive all insurance proceeds and proceeds from any award in respect of condemnation, confiscation, seizure or requisition, including any investment interest thereon, to the extent not previously applied to the purchase price of the Replacement Engine, as provided in Sections 7.04(b) and 7.06(c)(ii) hereof. For all purposes hereof, each such Replacement Engine shall, after such conveyance, be deemed part of the property subject to the Lien of this Trust Indenture, and shall be deemed an ‘‘Engine’’.
(c) **Application of Payments from Governmental Authorities for Requisition of Title, etc.** Any payments (other than insurance proceeds the application of which is provided for in Section 7.04) received at any time by the Indenture Trustee or by the Owner from any governmental authority or other Person with respect to an Event of Loss will be applied as follows:

(i) if payments are received with respect to the Airframe (or the Airframe and any Engine then installed thereon), that has been or is being replaced by the Owner as contemplated by Section 7.06(a) hereof, such payments shall be paid over to, or retained by the Indenture Trustee as security and upon completion of such replacement and compliance by the Owner with the provisions of Section 7.06(a) with respect to the Event of Loss for which such payments are made, be paid over to the Owner;

(ii) if such payments are received with respect to the Airframe (or the Airframe and any Engines installed thereon) or an Engine or Part (not involving an Event of Loss as to the Airframe) that has been or is being replaced by the Owner pursuant to Section 7.06(b) hereof, such payments shall be paid over to, or retained by, the Owner; and

(iii) if such payments are received with respect to the Airframe (or the Airframe and any Engines installed thereon) that has not been replaced by the Owner as contemplated by Section 7.06(a) hereof, so much of such payments remaining, after reimbursement of the Indenture Trustee for reasonable costs and expenses as shall not exceed the Balance Due, shall be applied in reduction of the Owner’s obligation to pay such Balance Due, if not already paid by the Owner, or, if already paid by the Owner, shall be applied to reimburse the Owner for its payment of such Balance Due, and the balance, if any, of such payments remaining thereafter will be paid over to, or retained by, the Owner (or if directed by the Owner, any Lessee).

(d) **Requisition for Use of the Aircraft.** In the event of the requisition for use by any government or any instrumentality or agency thereof, so long as it does not constitute an Event of Loss, of the Airframe and the Engines or engines installed on the Airframe, so long as the Airframe or an Engine is subject to the Lien of this Trust Indenture, the Owner shall promptly notify the Indenture Trustee of such requisition, and all of the Owner’s obligations under this Trust Indenture with respect to the Aircraft shall continue to the same extent as if such requisition had not occurred. All payments received by the Indenture Trustee or the Owner from such government or instrumentality or agency thereof for the use of such Airframe and Engines or engines shall be paid over to, or retained by, the Owner (or, if directed by the Owner, any Lessee).

(e) **Requisition for Use of an Engine.** In the event of an Event of Loss of an Engine resulting from the requisition for use of such Engine (but not the Airframe) by any government or agency or instrumentality the Owner will replace such Engine hereunder by complying (or causing any Lessee to comply) with the terms of Section 7.06(b) hereof and any
payments received by the Indenture Trustee or the Owner from such government with respect to such requisition shall be paid over to, or retained by, the Owner.

(f) Application of Payments During Existence of Event of Default. Any amount referred to in this Section 7.06 which is payable to or retainable by the Owner (or any Lessee) shall not be paid to or retained by the Owner (or such Lessee) if at the time of such payment or retention an Event of Default shall have occurred and be continuing, but shall be held by or paid over to the Indenture Trustee as security for the obligations of the Owner (or such Lessee) under this Trust Indenture and applied against the Owner’s obligations hereunder as and when due. Upon the earlier of (a) such time as there shall not be continuing any such Event of Default or (b) the termination of this Trust Indenture in accordance with Section 11.01 hereof, such amount shall be paid to the Owner (or such Lessee) to the extent not previously applied in accordance with the preceding sentence.

SECTION 7.07. Interests in the Purchase Agreement.

The grant by the Owner to the Indenture Trustee of the Owner’s interests in and to the Contract Rights as set forth in clause (b) of the Granting Clause hereof is subject to the following:

(a) If and so long as (A) the Aircraft shall be subject to this Trust Indenture and (B) the Manufacturer shall not have received written notice from the Indenture Trustee (including by mail, courier, telex, or telecopy thereof from the Indenture Trustee addressed to the Manufacturer at its address specified in Section 11.05 hereof) that an Event of Default under this Trust Indenture has occurred and is continuing, (1) the Indenture Trustee authorizes the Owner, on behalf of but to the exclusion of the Indenture Trustee, to exercise in the Owner’s own name (i) such rights and powers of the “Buyer” under the Purchase Agreement and (ii) such rights as the Indenture Trustee may have with respect to the Aircraft under any warranty, covenant, representation, service life policy, aircraft performance guarantee, indemnity or product support agreement of the Manufacturer or any subcontractor or vendor with respect thereto and, subject to paragraph 7.07(c) hereof, to retain any recovery or benefit resulting from the enforcement of any warranty, covenant, representation, service life policy, aircraft performance guarantee, indemnity, or product support agreement of the Manufacturer or any subcontractor or vendor under the Purchase Agreement in respect of the Aircraft, and (2) the Indenture Trustee shall, at the Owner’s expense, cooperate with the Owner and take such actions as the Owner reasonably deems necessary to enable the Owner to enforce such rights and claims.

(b) Effective upon the receipt by the Manufacturer of written notice from the Indenture Trustee that an Event of Default under this Trust Indenture has occurred and is continuing and thereafter until the Manufacturer shall have received written notice from the Indenture Trustee that such Event of Default has been cured or waived: (i) at the Indenture Trustee’s option, the authorization given to the Owner under paragraph 7.07(a) hereof to enforce such rights and claims shall henceforth cease to be effective and the Indenture Trustee and its successors and permitted assigns shall, to the exclusion of the Owner, be entitled to assert and enforce such rights and claims as substitute party plaintiff or otherwise, and the Owner shall, at the request of the Indenture Trustee or its successors or permitted assigns and at the Owner’s expense, cooperate with and take such action as reasonably necessary to enable the Indenture...
the Owner will be deemed to have irrevocably
deemed thereunder to the extent the same
been assigned pursuant to clause (b) of the
and the Indenture Trustee may exercise
to the extent not theretofore applied in
of the Owner and otherwise) to ask, require,
and to exercise under the
of the Aisrcraft to perform all of the
duties and obligations of “Buyer” thereunder
to the same extent as if this Trust
had not been executed; (ii) the exercise by the
of the rights assigned hereunder shall not release the Owner from any of its
duties or obligations to the Manufacturer under the Purchase Agreement in respect of the Aircraft except to the extent that such exercise by the
shall constitute performance of such duties and obligations; and (iii) except as provided in paragraph (f) of this Section 7.07, the
shall not have any obligation or liability under the Purchase Agreement by reason of, or arising out of, this Trust
be obligated to perform any of the obligations or duties of the Owner under the Purchase Agreement or to make any payment or make any inquiry as to the sufficiency of any payment received by it or to present or to file any claim or to take any other action to collect or enforce any claim for any payment
hereunder.

(f) Without in any way releasing the Owner from any of its duties or obligations under the Purchase Agreement, the
confirms for the benefit of the Manufacturer that, insofar as the provisions of the Purchase Agreement relate to the Aircraft, in exercising any rights under the Purchase Agreement, or in making any claim with respect to the Aircraft or other things delivered or to be delivered pursuant to the Purchase Agreement, the terms and conditions of the Purchase Agreement (including, without limitation, the
provisions in Attachment C to the Purchase Agreement) shall apply to, and be binding upon, the Indenture
Trustee to the same extent as the Owner. The Indenture Trustee hereby confirms that it shall be deemed for all purposes to have read and be familiar with the Purchase Agreement (insofar as it relates to the Aircraft) and to understand thoroughly the terms and conditions thereof.

(g) Nothing contained in this Trust Indenture shall (i) subject the Manufacturer to any liability to which it would not otherwise be subject under the Purchase Agreement or (ii) modify in any respect the Manufacturer’s contract rights thereunder, except as provided in the Consent and Agreement.

SECTION 7.08. Cape Town Convention.

(a) The parties hereto agree that for all purposes of the Cape Town Convention, upon execution of a Trust Indenture Supplement: (i) this Trust Indenture together with such Trust Indenture Supplement will constitute a separate international interest with respect to the Airframe and/or each Engine identified in such Trust Indenture Supplement; (ii) each such Airframe and/or Engine constitutes an “aircraft object” (as defined in the Cape Town Convention), (iii) this Trust Indenture together with such Trust Indenture Supplement will constitute an agreement for registration with respect to the Airframe and/or each Engine identified in such Trust Indenture Supplement and (iv) this Trust Indenture together with such Trust Indenture Supplement will constitute an assignment of associated rights (as defined in the Cape Town Convention) secured by or associated with each Airframe and each Engine identified in such Trust Indenture Supplement and the Indenture Trustee hereby acknowledges and agrees that such assignment shall be effective to assign any related international interest for all purposes of the Cape Town Convention.

(b) The Owner represents and warrants that at the time of entering into this Trust Indenture, it is “situated” in the United States of America under one or more of the criteria listed in Article 4 of the Cape Town Convention.

(c) The Owner represents and warrants that it has, for purposes of each international interest created (or intended to be created) by the Owner under this Trust Indenture and each Trust Indenture Supplement, the “power to dispose” (as such term is used in Article 7(b) of the Cape Town Convention) of the related aircraft object (as defined in the Cape Town Convention).

ARTICLE VIII

INDEMNIFICATION

SECTION 8.01. Scope of Indemnification.

The Owner hereby agrees, except as otherwise provided in Section 2.03 hereof, to assume liability for, and does hereby indemnify, protect, save and keep harmless the Indenture Trustee (in its individual and trust capacities), and its successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Indenture Trustee on or measured by any compensation received by the Indenture Trustee for its services under this Trust Indenture), claims, actions, suits, costs, expenses or disbursements (including reasonable legal fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against the Indenture Trustee (whether or not also indemnified against by any other Person under any other document) in any way relating to or arising out of this Trust Indenture or any other Operative Document to which it is a party or the enforcement of any of the terms of any thereof, or in any way relating to or arising out of the manufacture, purchase, acceptance, non-acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of the Aircraft or any Engine (including, without limitation, latent or other defects, whether or not discoverable, and any claim for patent, trademark or copyright infringement), or in any way relating to or arising out of the administration of the Collateral or the action or inaction of the Indenture Trustee hereunder. Without limiting the foregoing, the Indenture Trustee agrees that, prior to seeking indemnification from the Collateral, it will demand, and take such action as it may in its discretion determine to be reasonable to pursue, indemnification available to the Indenture Trustee under the Participation Agreement. Notwithstanding the foregoing, the Indenture Trustee shall not be entitled to any indemnification.
for any Taxes or Expenses to the extent relating to or arising from the willful misconduct or gross negligence (or negligence in the case of handling funds) of the Indenture Trustee in the performance of its duties hereunder or resulting from the inaccuracy of any representation or warranty of the Indenture Trustee (in its individual capacity) referred to in Section 6.03 hereof, or as provided in Section 6.01 hereof or in the last sentence of Section 5.04 hereof, or as otherwise excluded by the terms of Sections 7(b) and 7(c) of the Participation Agreement from the Owner’s indemnities under such Sections. In addition, if necessary, the Indenture Trustee shall be entitled to indemnification from the Collateral for any liability, obligation, loss, damage, penalty, claim, action, suit, cost, expense or disbursement indemnified against pursuant to this Section 8.01 to the extent not reimbursed by others, but without releasing any of them from their respective agreements of reimbursement; and to secure the same the Indenture Trustee shall have a prior Lien on the Collateral.

ARTICLE IX

SUCCESSOR AND SEPARATE TRUSTEES

SECTION 9.01. Resignation of Indenture Trustee; Appointment of Successor.

(a) The Indenture Trustee or any successor thereto may resign at any time without cause by giving at least 30 days’ prior written notice to the Owner and each Certificate Holder, such resignation to be effective upon the acceptance of the trusteeship by a successor Indenture Trustee. In addition, a Majority in Interest of Certificate Holders may at any time (but only with the consent of the Owner, which consent shall not be unreasonably withheld, except that such consent shall not be necessary if an Event of Default is continuing) remove the Indenture Trustee without cause by an instrument in writing delivered to the Owner and the Indenture Trustee, and the Indenture Trustee shall promptly notify each Certificate Holder thereof in writing, such removal to be effective upon the acceptance of the trusteeship by a successor Indenture Trustee. In the case of the resignation or removal of the Indenture Trustee, a Majority in Interest of Certificate Holders may appoint a successor Indenture Trustee by an instrument signed by such holders, which successor, so long as no Event of Default shall have occurred and be continuing, shall be subject to the Owner’s reasonable approval. If a successor Indenture Trustee shall not have been appointed within 30 days after such notice of resignation or removal, the Indenture Trustee, the Owner or any Certificate Holder may apply to any court of competent jurisdiction to appoint a successor Indenture Trustee to act until such time, if any, as a successor shall have been appointed as above provided. The successor Indenture Trustee so appointed by such court shall immediately and without further act be superseded by any successor Indenture Trustee appointed as above provided.

(b) Any successor Indenture Trustee, however appointed, shall execute and deliver to the Owner and the predecessor Indenture Trustee an instrument accepting such appointment and assuming the obligations of the Indenture Trustee under the Participation Agreement arising from and after the time of such appointment, and thereupon such successor Indenture Trustee, without further act, shall become vested with all the estates, properties, rights, powers and duties of the predecessor Indenture Trustee hereunder in the trust hereunder applicable to it with like effect as if originally named the Indenture Trustee herein; but nevertheless upon the written request of such successor Indenture Trustee, such predecessor Indenture Trustee shall execute and deliver an instrument transferring to such successor Indenture Trustee, upon the trusts herein expressed applicable to it, all the estates, properties, rights and powers of such predecessor Indenture Trustee, and such predecessor Indenture Trustee shall duly assign, transfer, deliver and pay over to such successor Indenture Trustee all monies or other property then held by such predecessor Indenture Trustee hereunder.

(c) Any successor Indenture Trustee, however appointed, shall be a bank or trust company having its principal place of business in the Borough of Manhattan, City and State of New York; Minneapolis, Minnesota; Chicago, Illinois; Hartford, Connecticut; Wilmington,
Delaware; Salt Lake City, Utah; or Boston, Massachusetts and having (or whose obligations under the Operative Documents are guaranteed by an affiliated entity having) a combined capital and surplus of at least $100,000,000, if there be such an institution willing, able and legally qualified to perform the duties of the Indenture Trustee hereunder upon reasonable or customary terms.

(d) Any corporation into which the Indenture Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Indenture Trustee shall be a party, or any corporation to which substantially all the corporate trust business of the Indenture Trustee may be transferred, shall, subject to the terms of paragraph (c) of this Section 9.01, be a successor Indenture Trustee and the Indenture Trustee under this Trust Indenture without further act.

SECTION 9.02. Appointment of Additional and Separate Trustees.

(a) Whenever (i) the Indenture Trustee shall deem it necessary or desirable in order to conform to any law of any jurisdiction in which all or any part of the Collateral shall be situated or to make any claim or bring any suit with respect to or in connection with the Collateral, this Trust Indenture, any other Indenture Agreement, the Secured Certificates or any of the transactions contemplated by the Participation Agreement, (ii) the Indenture Trustee shall be advised by counsel satisfactory to it that it is so necessary or prudent in the interests of the Certificate Holders (and the Indenture Trustee shall so advise the Owner), or (iii) the Indenture Trustee shall have been requested to do so by a Majority in Interest of Certificate Holders, then in any such case, the Indenture Trustee and, upon the written request of the Indenture Trustee, the Owner, shall execute and deliver an indenture supplemental hereto and such other instruments as may from time to time be necessary or advisable either (1) to constitute one or more bank or trust companies or one or more persons approved by the Indenture Trustee, either to act jointly with the Indenture Trustee as additional trustee or trustees of all or any part of the Collateral, or to act as separate trustee or trustees of all or any part of the Collateral, in each case with such rights, powers, duties and obligations consistent with this Trust Indenture as may be provided in such supplemental indenture or other instruments as the Indenture Trustee or a Majority in Interest of Certificate Holders may deem necessary or advisable, or (2) to clarify, add to or subtract from the rights, powers, duties and obligations theretofore granted any such additional and separate trustee, subject in each case to the remaining provisions of this Section 9.02. If the Owner shall not have taken any action requested of it under this Section 9.02(a) that is permitted or required by its terms within 15 days after the receipt of a written request from the Indenture Trustee so to do, or if an Event of Default shall have occurred and be continuing, the Indenture Trustee may act under the foregoing provisions of this Section 9.02(a) without the concurrence of the Owner; and the Owner hereby irrevocably appoints (which appointment is coupled with an interest) the Indenture Trustee, its agent and attorney-in-fact to act for it under the foregoing provisions of this Section 9.02(a) in either of such contingencies. The Indenture Trustee may, in such capacity, execute, deliver and perform any such supplemental indenture, or any such instrument, as may be required for the appointment of any such additional or separate trustee or for the clarification of, addition to or subtraction from the rights, powers, duties or obligations theretofore granted to any such additional or separate trustee. In case any additional or separate trustee appointed under this Section 9.02(a) shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties and obligations of

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such additional or separate trustee shall revert to the Indenture Trustee until a successor additional or separate trustee is appointed as provided in this Section 9.02(a).

(b) No additional or separate trustee shall be entitled to exercise any of the rights, powers, duties and obligations conferred upon the Indenture Trustee in respect of the custody, investment and payment of monies and all monies received by any such additional or separate trustee from or constituting part of the Collateral or otherwise payable under any Operative Document to the Indenture Trustee shall be promptly paid over by it to the Indenture Trustee. All other rights, powers, duties and obligations conferred or imposed upon any additional or separate trustee shall be exercised or performed by the Indenture Trustee and such additional or separate trustee jointly except to the extent that applicable Law of any jurisdiction in which any particular act is to be performed renders the Indenture Trustee incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations (including the holding of title to all or part of the Collateral in any such jurisdiction) shall be exercised and performed by such additional or separate trustee. No additional or separate trustee shall take any discretionary action except on the instructions of the Indenture Trustee or a Majority in Interest of Certificate Holders. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder, except that the Indenture Trustee shall be liable for the consequences of its lack of reasonable care in selecting, and Indenture Trustee’s own actions in acting with, any additional or separate trustee. Each additional or separate trustee appointed pursuant to this Section 9.02 shall be subject to, and shall have the benefit of Articles IV, V, VI, VIII, IX and XI hereof insofar as they apply to the Indenture Trustee. The powers of any additional or separate trustee appointed pursuant to this Section 9.02 shall not in any case exceed those of the Indenture Trustee hereunder.

(c) If at any time the Indenture Trustee shall deem it no longer necessary or desirable in order to conform to any such law or take any such action or shall be advised by such counsel that it is no longer so necessary or desirable in the interest of the Certificate Holders, or in the event that the Indenture Trustee shall have been requested to do so in writing by a Majority in Interest of Certificate Holders, the Indenture Trustee and, upon the written request of the Indenture Trustee, the Owner, shall execute and deliver an indenture supplemental hereto and all other instruments and agreements necessary or proper to remove any additional or separate trustee. The Indenture Trustee may act on behalf of the Owner under this Section 9.02(c) when and to the extent it could so act under Section 9.02(a) hereof.

ARTICLE X

SUPPLEMENT AND AMENDMENTS TO THIS TRUST INDENTURE
AND OTHER DOCUMENTS

SECTION 10.01. Instructions of Majority; Limitations.

(a) The Indenture Trustee agrees with the Certificate Holders that it shall not enter into any amendment, waiver or modification of, supplement or consent to the Purchase Agreement, the Consent and Agreement, this Trust Indenture, the Guarantee or the Participation Agreement, or any other agreement included in the Collateral, unless such supplement, amendment, waiver, modification or consent is consented to in writing by a Majority in Interest of Certificate Holders, or does not adversely affect the Certificate Holders, but upon the written request of a Majority in Interest of Certificate Holders, the Indenture Trustee shall from time to time enter into any such supplement or amendment, or execute and deliver any such waiver, modification or consent, as may be specified in such request and as may be (in the case of any such amendment, supplement or modification), to the extent such agreement is required, agreed to by the Owner or, as may be appropriate, the Manufacturer; provided, however, that, without the consent of each holder of an affected Secured Certificate then outstanding, no such amendment of or supplement to this Trust Indenture, the Purchase Agreement, the Consent and Agreement, the Guarantee or the Participation Agreement or waiver or modification of the terms of, or consent under, any thereof, shall (i) modify any of the provisions of this Section 10.01, or of Sections 2.02, 2.10, 2.11, 2.15, 4.02, 4.02(c),
4.02(d), 5.02, 7.06(a) or 7.06(b) hereof, the definitions of “Event of Default”, “Default”, “Majority in Interest of Certificate Holders”, “Make-Whole Amount” or “Certificate Holder”, or the percentage of Certificate Holders required to take or approve any action hereunder, (ii) reduce the amount, or change the time of payment or method of calculation of any amount, of Principal Amount, Make-Whole Amount, if any, or interest with respect to any Secured Certificate, or alter or modify the provisions of Article III hereof with respect to the order of priorities in which distribution thereunder shall be made as among the Certificate Holders and the Owner, (iii) reduce, modify or amend any indemnities in favor of the Certificate Holders or (iv) permit the creation of any Lien on the Collateral or any part thereof other than Permitted Liens or deprive any Certificate Holder of the benefit of the Lien of this Trust Indenture on the Collateral, except as provided in connection with the exercise of remedies under Article IV hereof; provided, further, that without the consent of each holder of an affected Related Secured Certificate then outstanding, no such amendment, waiver or modification of the terms of, or consent under, any of the aforementioned documents shall modify Section 3.03 hereof or deprive any Related Certificate Holder of the benefit of the Lien of this Trust Indenture on the Collateral, except as provided in Sections 2.06 and 11.01 hereof or in connection with the exercise of remedies under Article IV hereof. Notwithstanding the foregoing, without the consent of the affected Liquidity Provider, neither the Owner nor the Indenture Trustee shall enter into any amendment, waiver or modification of, or supplement or consent to, the Participation Agreement which shall reduce, modify or amend any indemnities in favor of such Liquidity Provider contained in the Participation Agreement.

(b) The Owner and the Indenture Trustee may enter into one or more agreements supplemental hereto without the consent of any Certificate Holder for any of the following purposes: (i) (a) to cure any defect or inconsistency herein or in the Secured Certificates, or to make any change not inconsistent with the provisions hereof provided that such change does not adversely affect the interests of any Certificate Holder in its capacity solely as Certificate Holder) or (b) to cure any ambiguity or correct any mistake; (ii) to evidence the succession of another party as the Owner in accordance with the terms of the hereof or to evidence the succession of a new trustee hereunder pursuant hereto, the removal of the trustee hereunder or the appointment of any co-trustee or co-trustees or any separate or additional trustee or trustees; (iii) to convey, transfer, assign, mortgage or pledge any property to or with the Indenture Trustee or to make any other provisions with respect to matters or questions arising hereunder so long as such action shall not adversely affect the interests of the Certificate Holders in its capacity solely as Certificate Holder; (iv) to correct or amplify the description of any property at any time subject to the Lien of this Trust Indenture or better to assure, convey and confirm unto the Indenture Trustee any property subject or required to be subject to the Lien of this Trust.
SECTION 10.02. Indenture Trustee Protected.

If, in the opinion of the institution acting as Indenture Trustee hereunder, any document required to be executed by it pursuant to the terms of Section 10.01 hereof adversely affects any right, duty, immunity or indemnity with respect to such institution under this Trust Indenture, such institution may in its discretion decline to execute such document.

SECTION 10.03. Documents Mailed to Certificate Holders.

Promptly after the execution by the Owner or the Indenture Trustee of any document entered into pursuant to Section 10.01 hereof, the Indenture Trustee shall mail, by first class mail, postage prepaid, a copy thereof to the Owner and to each Certificate Holder at its address last set forth in the Secured Certificate Register, but the failure of the Indenture Trustee to mail such copies shall not impair or affect the validity of such document.

SECTION 10.04. No Request Necessary for Trust Indenture Supplement.

No written request or consent of the Indenture Trustee or the Certificate Holders pursuant to Section 10.01 hereof shall be required to enable the Owner to execute and deliver a Trust Indenture Supplement specifically required by the terms hereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Termination of Trust Indenture.

Upon (or at any time after) payment in full of the Principal Amount of, Make-Whole Amount, if any, and interest on and all other amounts due under all Secured Certificates and provided that there shall then be no other Secured Obligations due to the Certificate
Holders and Indenture Indemnitees hereunder or under the Participation Agreement or the other Operative Documents and, except in the case of a mandatory redemption of Secured Certificates pursuant to Section 2.10(a) hereof, so long as no Related Payment Default or Related Event of Default shall have occurred and be continuing, the Owner shall direct the Indenture Trustee to execute and deliver to or as directed in writing by the Owner an appropriate instrument releasing the Aircraft and the Engines and all other Collateral (subject to clause “Fifth” of Section 3.03 hereof, if applicable) from the Lien of this Trust Indenture and releasing the Guarantee and the Purchase Agreement from the assignment and pledge thereof hereunder and the Indenture Trustee shall execute and deliver such instrument as aforesaid and give written notice thereof to the Owner; provided, however, that this Trust Indenture and the trusts created hereby shall earlier terminate and this Trust Indenture shall be of no further force or effect upon any sale or other final disposition by the Indenture Trustee of all property constituting part of the Collateral and the final distribution by the Indenture Trustee of all monies or other property or proceeds constituting part of the Collateral in accordance with the terms hereof. Except as aforesaid otherwise provided, this Trust Indenture and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof. Notwithstanding the foregoing, if this Trust Indenture has not terminated prior to the Final Payment Date, this Trust Indenture shall not terminate on the Final Payment Date unless no Event of Default of the type referred to in Section 4.01(g) hereof exists.

SECTION 11.02. No Legal Title to Collateral in Certificate Holders.

No holder of a Secured Certificate or a Related Secured Certificate shall have legal title to any part of the Collateral. No transfer, by operation of law or otherwise, of any Secured Certificate or Related Secured Certificate or other right, title and interest of any Certificate Holder or Related Certificate Holder in and to the Collateral or hereunder shall operate to terminate this Trust Indenture or entitle such holder or any successor or transferee of such holder to an accounting or to the transfer to it of any legal title to any part of the Collateral.

SECTION 11.03. Sale of Aircraft by Indenture Trustee Is Binding.

Any sale or other conveyance of the Collateral, or any part thereof (including any part thereof or interest therein), by the Indenture Trustee made pursuant to the terms of this Trust Indenture shall bind the Certificate Holders and shall be effective to transfer or convey all right, title and interest of the Indenture Trustee, the Owner and such holders in and to such Collateral or part thereof. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Indenture Trustee.

SECTION 11.04. Trust Indenture for Benefit of the Owner, Indenture Trustee, Certificate Holders and Indenture Indemnitees.

Nothing in this Trust Indenture, whether express or implied, shall be construed to give any Person other than the Owner, the Indenture Trustee, the Certificate Holders and the other Indenture Indemnitees, any legal or equitable right, remedy or claim under or in respect of this Trust Indenture. The Owner agrees and acknowledges that each Related Certificate Holder and each Related Indenture Indemnitee shall each be a third party beneficiary of the covenants and agreements of the Owner set forth herein and may rely on the covenants and agreements of the Owner set forth herein to the same extent as if such covenants and agreements of the Owner were made to such Person directly.

SECTION 11.05. Notices.

Unless otherwise expressly specified or permitted by the terms hereof, all notices, requests, demands, authorizations, directions, consents, waivers or documents provided or permitted by this Trust Indenture to be made, given, furnished or filed shall be in writing, personally delivered or mailed by certified mail, postage prepaid, or by facsimile or confirmed telex, and (i) if to the Owner, addressed to it at its office at 2700 Lone Oak Parkway (A4010), Eagan, MN 55121-1234, Attention: Treasurer (Telecopy No. (612) 726-0665), (ii) if to the Indenture Trustee, addressed to it at its office at Corporate Trust Services, 3rd Floor, 1 Federal Street, Boston, Massachusetts 02110 (Telecopy No. (617) 662-1462), (iii) if to any Certificate Holder, addressed to such party at such address as such party
shall have furnished by notice to the Owner and the Indenture Trustee or, until an address is so furnished, addressed to the address of such party (if any) set forth on the signature pages to the Participation Agreement or in the Secured Certificate Register. Any notice to the Manufacturer shall be addressed to its office at Av. Brigadeiro Faria Lima, 2170-Putim, 12227-901, Sao Jose dos Campos, Sao Paulo, Brazil, Attention: Director of Contracts (Telecopy No. (+55 12) 3927-1257. Whenever any notice in writing is required to be given by the Owner or the Indenture Trustee or any Certificate Holder to any of the other of them, such notice shall be deemed given and such requirement satisfied when such notice is received, or if such notice is mailed by certified mail, postage prepaid, three Business Days after being mailed, addressed as provided above. Any party hereto may change the address to which notices to such party will be sent by giving notice of such change to the other parties to this Trust Indenture.

SECTION 11.06. Severability.

Any provision of this Trust Indenture which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 11.07. No Oral Modification or Continuing Waivers.

No term or provision of this Trust Indenture or the Secured Certificates may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Owner and the Indenture Trustee, in compliance with Section 10.01 hereof. Any waiver of the terms hereof or of any Secured Certificate shall be effective only in the specific instance and for the specific purpose given.

SECTION 11.08. Successors and Assigns.

All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the parties hereto and the permitted successors and assigns of each, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by any Certificate Holder shall bind the successors and assigns of such holder. Each Certificate Holder by its acceptance of a Secured Certificate agrees to be bound by this Trust Indenture and all provisions of the Participation Agreement and the other Operative Documents applicable to a Loan Participant or a Certificate Holder and all provisions of any Related Trust Indenture applicable to a Related Certificate Holder (as defined therein).

SECTION 11.09. Headings.

The headings of the various Articles and sections herein and in the table of contents hereto are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 11.10. Normal Commercial Relations.

Anything contained in this Trust Indenture to the contrary notwithstanding, the Owner, the Indenture Trustee, any Certificate Holder or any bank or other Affiliate of such Certificate Holder may conduct any banking or other financial transactions, and have banking or other commercial relationships, with the Owner fully to the same extent as if this Trust Indenture were not in effect, including without limitation the making of loans or other extensions of credit to the Owner for any purpose whatsoever, whether related to any of the transactions contemplated hereby or otherwise.
SECTION 11.11. Governing Law; Counterpart Form.

THIS TRUST INDENTURE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THIS TRUST INDENTURE IS BEING DELIVERED IN THE STATE OF NEW YORK. This Trust Indenture may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.


All votes of the Certificate Holders shall be governed by a vote of a Majority in Interest of Certificate Holders, except as otherwise provided herein.


It is the intention of the parties that the Indenture Trustee, shall be entitled to the benefits of Section 1110 with respect to the right to take possession of the Aircraft, Airframe, Engines and Parts as provided herein in the event of a case under Chapter 11 of the Bankruptcy Code in which the Owner is a debtor, and in any instance where more than one construction is possible of the terms and conditions hereof or any other pertinent Operative Document, each such party agrees that a construction which would preserve such benefits shall control over any construction which would not preserve such benefits.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Indenture to be duly executed by their respective officers thereof duly authorized as of the day and year first above written.

NORTHWEST AIRLINES, INC.,

By: ________________________________
    Name: __________________________
    Title: ___________________________

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, except as expressly provided herein, but solely as Indenture Trustee, Indenture Trustee

By: ________________________________
    Name: __________________________
    Title: ___________________________
DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of the Trust Indenture and Security Agreement [NW ] and shall be equally applicable to both the singular and the plural forms of the terms herein defined:

“Actual Knowledge” shall mean, as it applies to the Indenture Trustee, actual knowledge of a Responsible Officer in the Corporate Trust Office of the Indenture Trustee.

“Additional Series” or “Additional Series Secured Certificates” means Secured Certificates issued under the Trust Indenture and designated as a series (other than “Series A” or “Series B”) thereunder, in the Principal Amount and maturities and bearing interest as specified in Schedule I to the Trust Indenture (as amended at the time of original issuance of such Additional Series) under the heading for such series.

“Affiliate” means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person. For the purposes of this definition, “control” (including “controlled by” and “under common control with”) shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of such person whether through the ownership of voting securities or by contract or otherwise.

“Aircraft” means the Airframe (or any airframe from time to time substituted for such Airframe pursuant to Section 7.06 of the Trust Indenture) together with the initial Engines (or any engine substituted for either of such Engines pursuant to the terms of the Trust Indenture), whether or not any such initial or substituted Engines may from time to time be installed on such initial or substituted Airframe or may be installed on any other airframe or on any other aircraft.

“Airframe” means: (i) the Embraer ERJ 170-200 LR aircraft (except Engines or engines from time to time installed thereon) identified by U.S. registration mark and manufacturer’s serial number in the initial Trust Indenture Supplement and any aircraft (except Engines or engines from time to time installed thereon) which may from time to time be substituted for such aircraft (except Engines or engines from time to time installed thereon) pursuant to clause (ii) of the first paragraph of Section 7.06(a) of the Trust Indenture; and (ii) any and all Parts so long as the same shall be incorporated or installed in or attached to such aircraft (except Engines or engines from time to time installed thereon).

“Amortization Amount” shall mean, with respect to any Principal Amount Repayment Date, the amount set forth opposite such date on the Amortization Schedule.

“Amortization Schedule” shall mean the amortization schedule for the Secured Certificates delivered pursuant to Section 2.02 of the Trust Indenture.

“Applicable Rate” means as of any date the weighted average of the interest rates borne by the Secured Certificates then outstanding and, if no Secured Certificates shall be outstanding, the Base Rate.

“Average Life Date” for each Secured Certificate to be redeemed shall be the date which follows the redemption date by a period equal to the Remaining Weighted Average Life at the redemption date of such Secured Certificate. “Remaining Weighted Average Life” of such Secured Certificate, at the redemption date of such Secured Certificate, shall be the number of days equal to the quotient obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment of principal, including the payment due on the maturity date of such Secured Certificate, by (ii) the number of days from and including the redemption date to but excluding the scheduled payment date of such principal installment; by (b) the then unpaid principal amount of such Secured Certificate.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended, or any subsequent legislation that amends, supplements or supersedes such provisions.
“Base Rate” means the rate of interest announced publicly by Citibank, N.A. in New York, New York from time to time as its base rate.

“Business Day” means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in the City of New York, New York; Boston, Massachusetts; or Minneapolis, Minnesota.

“Cape Town Convention” means the official English language text of the Convention of International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment which was signed in Cape Town South Africa on November 16, 2001.

“Cash Equivalents” shall mean (i) direct obligations of the United States of America and agencies guaranteed by the United States government having a final maturity of ninety (90) days or less from date of purchase thereof; (ii) certificates of deposit issued by, bankers’ acceptances of, or time deposits with, any bank, trust company or national banking association incorporated under the laws of the United States of America or one of the states thereof having combined capital and surplus and retained earnings as of its last report of condition of at least $500,000,000 and having a rating of Aa or better by Moody’s Investors Service, Inc. (“Moody’s”) or AA or better by Standard & Poor’s Ratings Services, a division of McGraw-Hill Companies, Inc. (“S&P”) and having a final maturity of ninety (90) days or less from date of purchase thereof; and (iii) commercial paper of any holding company of a bank, trust company or national banking association described in (ii) and commercial paper of any corporation or finance company incorporated or doing business under the laws of the United States of America or any state thereof having a rating assigned to such commercial paper of A1 by S&P or P1 by Moody’s and having a final maturity of ninety (90) days or less from the date of purchase thereof; provided, however, that the aggregate amount at any one time so invested in certificates of deposit issued by any one bank shall not be in excess of 5% of such bank’s capital and surplus.

“Certificate Holder” shall mean any holder from time to time of one or more Secured Certificates.

“Certificated Air Carrier” means a Citizen of the United States holding a carrier operating certificate issued by the Secretary of Transportation pursuant to Chapter 447 of Title 49, United States Code, for aircraft capable of carrying ten or more individuals or 6,000 pounds or more of cargo or that otherwise is certified or registered to the extent required to fall within the purview of 11 U.S.C. Section 1110 or any analogous successor provision of the Bankruptcy Code.

“Citizen of the United States” has the meaning specified in Section 40102(a)(15) of Title 49 of the United States Code or any similar legislation of the United States of America enacted in substitution or replacement therefor.

“Civil Reserve Air Fleet Program” means the Civil Reserve Air Fleet Program currently administered by the United States Air Force Air Mobility Command pursuant to Executive Order No. 11490, as amended, or any substantially similar program.

“Closing” means the closing of the transactions contemplated by the Participation Agreement.

“Closing Date” means the date on which the Closing occurs.


“Collateral” shall mean all estate, right, title and interest of the Indenture Trustee in and to the properties referred to in the Granting Clause of the Trust Indenture.

“Commitment” means the amount the payment of each Pass Through Trustee to be made as provided in Section 1 of the Participation Agreement.

“Consent and Agreement” means the Manufacturer’s Acknowledgment (MSN ).
“contract of sale” shall have the meaning assigned to such term in the Cape Town Convention.

“Contract Rights” means all of the Owner’s rights and interests in and to Attachment C to the Purchase Agreement, as and to the extent that the same relate to the warranties with respect to the Aircraft, including, without limitation, (a) all claims for damages in respect of the Aircraft arising as a result of any default by the Manufacturer under Attachment C to the Purchase Agreement, including, without limitation, all warranty, service life policy and indemnity provisions in Attachment C to the Purchase Agreement in respect of the Aircraft and all claims thereunder and (b) any and all rights of the Owner to compel performance of the terms of Attachment C to the Purchase Agreement in respect of the Aircraft in support thereof.

“Corporate Trust Office” shall mean the principal office of the Indenture Trustee located at 1 Federal Street, Boston, Massachusetts 02110 (Telecopy No. (617) 662-1462) Attention: Corporate Trust Services, 3rd Floor, or such other office at which the Indenture Trustee’s corporate trust business shall be administered which the Indenture Trustee shall have specified by notice in writing to the Owner, the Loan Participants and each Certificate Holder.

“Debt” shall mean any liability for borrowed money, or any liability for the payment of money in connection with any letter of credit transaction, or other liabilities evidenced or to be evidenced by bonds, debentures, notes or other similar instruments or for the deferred purchase price of property, goods or services.

“Debt Rate” shall mean, with respect to any Series, the rate per annum specified for such Series under the heading “Interest Rate” in Schedule I to the Trust Indenture.

“Default” means any event which with the giving of notice or the lapse of time or both would become an Event of Default.

“Dollars” and “$” means the lawful currency of the United States of America.

“Eligible Account” means an account established by and with an Eligible Institution at the request of the Indenture Trustee, which institution agrees, for all purposes of the UCC including Article 8 thereof, that (a) such account shall be a “securities account” (as defined in Section 8-501(a) of the UCC), (b) all property (other than cash) credited to such account shall be treated as a “financial asset” (as defined in Section 8-102(a)(9) of the UCC), (c) the Indenture Trustee shall be the “entitlement holder” (as defined in Section 8-102(a)(7) of the UCC) in respect of such account, (d) it will comply with all entitlement orders issued by the Indenture Trustee to the exclusion of the Owner, and (e) the “securities intermediary jurisdiction” (under Section 8-110(e) of the UCC) shall be the State of New York.

“Eligible Institution” means the corporate trust department of (a) U.S. Bank, acting solely in its capacity as a “securities intermediary” (as defined in Section 8-102(14) of the UCC), or (b) a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), which has a long-term unsecured debt rating from Moody’s Investors Services, Inc. and Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc. of at least A-3 or its equivalent.

“Engine” means (i) each of the two General Electric model CF34-8E5 engines listed by manufacturer’s serial number in the initial Trust Indenture Supplement, whether or not from time to time thereafter installed on the Airframe or installed on any other airframe or on any other aircraft; and (ii) any engine which may from time to time be substituted, pursuant to the terms of the Trust Indenture, for any of such two engines, together in each case with any and all Parts incorporated or installed in or attached thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of
the Participation Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

“Event of Default” shall have the meaning specified in Section 4.01 of the Trust Indenture.

‘Event of Loss” with respect to the Aircraft, Airframe or any Engine means any of the following events with respect to such property: (i) the loss of such property or of the use thereof due to the destruction of or damage to such property which renders repair uneconomic or which renders such property permanently unfit for normal use by the Owner (or any Lessee) for any reason whatsoever; (ii) any damage to such property which results in an insurance settlement with respect to such property on the basis of a total loss, or a constructive or compromised total loss; (iii) the theft or disappearance of such property, or the confiscation, condemnation, or seizure of, or requisition of title to, or use of, such property (other than a requisition for use by the United States Government or any other government of registry of the Aircraft, or any agency or instrumentality of any thereof) which in the case of any event referred to in this clause (iii) (other than a requisition of title) shall have resulted in the loss of possession of such property by the Owner (or any Lessee) for a period in excess of 180 consecutive days or, in the case of a requisition of title, the requisition of title shall not have been reversed within 90 days from the date of such requisition of title; (iv) as a result of any law, rule, regulation, order or other action by the Federal Aviation Administration or other governmental body of the government of registry of the Aircraft having jurisdiction, the use of such property in the normal course of the business of air transportation shall have been prohibited for a period of 180 consecutive days, unless the Owner (or any Lessee), prior to the expiration of such 180 day period, shall have undertaken and shall be diligently carrying forward all steps which are necessary or desirable to permit the normal use of such property by the Owner (or such Lessee), but in any event if such use shall have been prohibited for a period of two consecutive years, provided that no Event of Loss shall be deemed to have occurred if such prohibition has been applicable to the entire U.S. registered fleet of Embraer model ERJ 170-200 aircraft of the Owner (or any Lessee) and the Owner (or a Lessee), prior to the expiration of such two-year period, shall have conformed at least one such aircraft in its fleet to the requirements of any such law, rule, regulation, order or other action and commenced regular commercial use of the same in such jurisdiction and shall be diligently carrying forward, in a manner which does not discriminate against the Aircraft in so conforming the Aircraft, all steps which are necessary or desirable to permit the normal use of the Aircraft by the Owner (or such Lessee), provided, further that, notwithstanding any of the foregoing, such prohibition shall constitute an Event of Loss if such use shall have been prohibited for a period of three consecutive years; and (v) any divestiture of title to or interest in an Engine treated as an Event of Loss pursuant to Section 7.06(b) of the Trust Indenture. An Event of Loss with respect to the Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe.

“Expenses” shall have the meaning attributed thereto in Section 7(c) of the Participation Agreement.

“FAA Bill of Sale” means the bill of sale for the Aircraft on AC Form 8050-2 or such other form as may be approved by the FAA on the Delivery Date, executed by the Manufacturer or an Affiliate of the Manufacturer in favor of the Owner and dated the Delivery Date.

“Federal Aviation Act” means that portion of the United States Code comprising those provisions formerly referred to as the Federal Aviation Act of 1958, as amended, or any subsequent legislation that amends, supplements or supersedes such provisions.

“Federal Aviation Administration” and “FAA” mean the United States Federal Aviation Administration and any agency or instrumentality of the United States government succeeding to their functions.

“Federal Funds Rate” means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or if such rate is not published for any day that is a Business Day, the average of the
quotations for such day for such transactions received by U.S. Bank from three Federal funds brokers of recognized standing selected by it.

‘Final Payment Date’ means November 1, 2019, or if such date is not a Business Day, the Final Payment Date shall be the next succeeding Business Day.

‘Foreign Air Carrier’ means any air carrier which is not a U.S. Air Carrier and which performs maintenance, preventative maintenance and inspections for the Aircraft, Airframe and/or any Engine or engine to standards which are approved by, or which are substantially equivalent to those required by, the Federal Aviation Administration, the Civil Aviation Authority of the United Kingdom, the Direction Generale de l’ Aviation Civile of the French Republic, the Luftfahrt Bundesamt of the Federal Republic of Germany, the Nederlandse Luchtvaart Authoriteit of the Kingdom of the Netherlands, the Ministry of Transportation of Japan or the Federal Ministry of Transport of Canada (and any agency or instrumentality of the applicable government succeeding to the functions of any of the foregoing entities).

‘Government Entity’ mean (a) any federal, state, provincial or similar government, and any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any such government or otherwise exercising any executive, legislative, judicial, administrative or regulatory functions of such government or (b) any other government entity having jurisdiction over any matter contemplated by the Operative Agreements or relating to the observance or performance of the obligations of any of the parties to the Operative Agreements.

‘Guarantee’ means that certain Guarantee [NW ], dated as of [ ], made by the Guarantor, as such Guarantee may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

‘Guarantor’ means Northwest Airlines Corporation, a Delaware corporation.

‘Indemnity’ means (i) the Indenture Trustee, (ii) the Loan Participants and each other Certificate Holder, (iii) the Subordination Agent, (iv) the Liquidity Provider, (v) the Pass Through Trustees, (vi) each Affiliate of the Person described in clause (i), (vii) each Affiliate of the Persons described in clauses (iii), (iv) and (v) inclusive, (viii) the respective directors, officers, employees, agents and servants of each of the Persons described in clauses (i) through (v), inclusive, (ix) the successors and permitted assigns of the Person described in clause (i), and (x) the successors and permitted assigns of the Persons described in clauses (ii), (iii), (iv) and (v) inclusive.

‘Indenture Indemnitee’ means (i) the Indenture Trustee, (ii) the Loan Participants and each Certificate Holder, (iii) the Subordination Agent, (iv) the Liquidity Provider, (v) the Pass Through Trustees, (vi) each Affiliate of the Person described in clause (i), (vii) each Affiliate of the Persons described in clauses (iii), (iv) and (v) inclusive, (viii) the respective directors, officers, employees, agents and servants of each of the Persons described in clauses (i) through (v), inclusive, (ix) the successors and permitted assigns of the Person described in clause (i), and (x) the successors and permitted assigns of the Persons described in clauses (ii), (iii), (iv) and (v) inclusive.

‘Indenture Indemnitee’ means (i) the Indenture Trustee, (ii) the Loan Participants and each Certificate Holder, (iii) the Subordination Agent, (iv) the Liquidity Provider, (v) the Pass Through Trustee and (vi) the respective directors, officers, employees, agents and servants of each of the Persons described in clauses (i) through (v), inclusive.

‘Indenture Trustee’ means the Indenture Trustee under the Trust Indenture, and any entity which may from time to time be acting as Indenture Trustee under the Trust Indenture.

‘Indenture Trustee Documents’ means the Participation Agreement and the Trust Indenture.

‘Indenture Trustee’s Liens’ means any Lien which arises as a result of (A) claims against the Indenture Trustee not related to its interest in the Aircraft, (B) acts of the Indenture Trustee not permitted by, or failure of the Indenture Trustee to take any action required by, the Operative Documents to the extent such acts arise or such failure arises from or constitutes gross negligence or willful misconduct, (C) claims against the Indenture Trustee relating to Taxes or Expenses which are excluded from the indemnification provided by Section 7 of the Participation Agreement pursuant to said Section 7, or (D) claims against the Indenture Trustee arising out of the transfer by the Indenture Trustee of all or any portion of its interest in the Aircraft, the Collateral or the Operative Documents other than a transfer of the Aircraft pursuant...
to Article IV of the Trust Indenture while an event of default is continuing and prior to the time that the Indenture Trustee has received all amounts due pursuant to the Trust Indenture.

“Intercreditor Agreement” means that certain Intercreditor Agreement among the Pass Through Trustees, the Liquidity Provider and the Subordination Agent, dated as of the Issuance Date, provided that, (i) with respect to any matter specified in the second proviso to the first sentence of Section 9.1(a) of the Intercreditor Agreement, no amendment, modification or supplement to, or substitution or replacement of, such Intercreditor Agreement shall be effective unless consented to by Owner and (ii) no amendment, modification or supplement to, or substitution or replacement of, such Intercreditor Agreement occurring after the date on which a Secured Certificate ceases to be held of record by the Subordination Agent shall be effective as against any Certificate Holder of such Secured Certificate in relation to clauses (ii) and (iii) of the penultimate sentence of Section 2.07 of the Trust Indenture unless such amendment, modification, supplement, substitution or replacement has been consented to by such Certificate Holder (after which the same shall be effective against any subsequent Certificate Holders of such Secured Certificate).

“international interest” shall have the meaning assigned to such term in the Cape Town Convention.

“International Registry” shall have the meaning set forth in the Cape Town Convention.

“Issuance Date” means October 10, 2007.

“Law” shall mean (a) any constitution, treaty, statute, law, regulation, order, rule or directive of any Government Entity, and (b) any judicial or administrative interpretation or application of, or decision under, any of the foregoing.

“ Lease” means any lease permitted by the terms of Section 7.02 of the Trust Indenture.

“Lessee” means any Person for so long, but only so long, as such Person is in possession of the Airframe and/or any Engine pursuant to the terms of a Lease which is then in effect pursuant to Section 7.02(b)(x) of the Trust Indenture.

“Lien” means any mortgage, pledge, lien, charge, claim, encumbrance, lease, sublease or security interest, including any international interest.

“Liquidity Facilities” means the two Revolving Credit Agreements between the Subordination Agent, as borrower, and the Liquidity Provider, including the related Liquidity Fee Letter referred to therein, and any replacement thereof, in each case as the same may be amended, modified or supplemented.

“Liquidity Provider” means Calyon, acting through its New York branch, as Class A Liquidity Provider and Class B Liquidity Provider under the Liquidity Facilities, or any successor thereto.

“Loan Participant” means each Purchaser and its respective successors and registered assigns, including any Certificate Holder.

“Loan Participant Liens” means any Lien which arises from acts or claims against any Loan Participant not related to the transactions contemplated by the Operative Documents.

“Majority in Interest of Certificate Holders” as of a particular date of determination shall mean the holders of more than a majority in aggregate unpaid Principal Amount of all Secured Certificates outstanding as of such date (excluding any Secured Certificates held by the Owner or its Affiliates (unless all Secured Certificates then outstanding shall be held by the Owner or its Affiliates), it being understood that a Pass Through Trustee shall not be deemed to be an Affiliate of the Owner unless 100% of the aggregate face amount of the Pass Through Certificates issued by the corresponding Pass Through Trust are held by the Owner or an Affiliate of the Owner or a Pass Through Trustee is otherwise under the control of the Owner or an Affiliate of the Owner).

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“Make-Whole Amount” means, with respect to any Secured Certificate, the amount (as determined by an independent investment banker selected by the Owner and reasonably acceptable to the Indenture Trustee) by which (a) the present value of the remaining scheduled payments of principal and interest from the redemption date to maturity of such Secured Certificate computed by discounting each such payment on a semiannual basis from its respective Payment Date (assuming a 360-day year of twelve 30-day months) using a discount rate equal to the Treasury Yield plus the Make-Whole Spread exceeds (b) the outstanding principal amount of such Secured Certificate plus accrued interest. For purposes of determining the Make-Whole Amount, “Treasury Yield” at the time of determination with respect to any Secured Certificate means the interest rate (expressed as a semiannual equivalent and as a decimal and, in the case of United States Treasury bills, converted to a bond equivalent yield) determined to be the per annum rate equal to the semiannual yield to maturity for United States Treasury securities maturing on the Average Life Date of such Secured Certificate and trading in the public securities market either as determined by interpolation between the most recent weekly average yield to maturity for two series of United States Treasury securities, trading in the public securities markets, (A) one maturing as close as possible to, but earlier than, the Average Life Date of such Secured Certificate and (B) the other maturing as close as possible to, but later than, the Average Life Date of such Secured Certificate, in each case as published in the most recent H.15(519) or, if a weekly average yield to maturity for United States Treasury securities maturing on the Average Life Date of such Secured Certificate is reported on the most recent H.15(519), such weekly average yield to maturity as published in such H.15(519). “H.15(519)” means the weekly statistical release designated as such, or any successor publication, published by the Board of Governors of the Federal Reserve System. The date of determination of a Make-Whole Amount shall be the third Business Day prior to the applicable redemption date and the “most recent H.15(519)” means the H.15(519) published prior to the close of business on the third Business Day prior to the applicable redemption date.

“Make-Whole Spread” means (i) in the case of Series A Secured Certificates 0.45%, (ii) in the case of Series B Secured Certificates 0.60% and (iii) in the case of any Additional Series, the percentage specified in an amendment to the Trust Indenture at the time of issuance of such Additional Series.

“Manufacturer” means Embraer-Empresa Brasileira de Aeronautica S.A., a Brazilian corporation, organized and existing under the laws of Brazil.

“Manufacturer Documents” means the Purchase Agreement and the Consent and Agreement.

“Note Purchase Agreement” means that certain Note Purchase Agreement, dated as of the Issuance Date, among Northwest Airlines, Inc., the Subordination Agent, Citibank, N.A., as Escrow Agent, U.S. Bank National Association, as Paying Agent and the Pass Through Trustee under each Pass Through Trust Agreement providing for, among other things, the issuance and sale of certain secured certificates.

“Operative Documents” and “Operative Document” means each of the Participation Agreement, the Trust Indenture, the Trust Indenture Supplement covering the Aircraft, the Secured Certificates, the Purchase Agreement (insofar as it relates to the Aircraft), the Consent and Agreement, and the Guarantee.

“Overall Transaction” means all the transactions contemplated by the Operative Documents.

“Owner Documents” means the Participation Agreement, the Trust Indenture and the Purchase Agreement (insofar as it relates to the Aircraft).

“Participation Agreement” means that certain Participation Agreement [NW ], dated as of [ ], among the Owner, the Subordination Agent, the Indenture Trustee, the Guarantor, and the Purchasers as the same may from time to time be supplemented or further amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms thereof.

“Parties” means the Indenture Trustee and the Loan Participants.
“Parts” means all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than (a) complete Engines or engines, (b) any items leased by the Owner from a third party and (c) cargo containers) which may from time to time be incorporated or installed in or attached to the Airframe or any Engine.

“Pass Through Certificates” means the pass through certificates to be issued by the Pass Through Trustee in connection with the Overall Transaction.

“Pass Through Trust” means each of the two separate pass through trusts created under the Pass Through Trust Agreements.

“Pass Through Trust Agreement” means the pass through trust agreement and each of the two separate pass through trust supplements referred to on Schedule III to the Participation Agreement.

“Pass Through Trustee” means U.S. Bank Trust National Association, a national banking association, in its capacity as trustee under each Pass Through Trust Agreement, and each other person that may from time to time be acting as successor trustee under any such Pass Through Trust Agreement.

“Past Due Rate” shall mean, with respect to the Secured Certificates, the rate per annum equal to 2% over the Debt Rate as in effect from time to time.

“Payment Date” shall mean each [May 1 and November 1], commencing on [May/November 1, ] (or, if any such day is not a Business Day, the immediately succeeding Business Day) until the Secured Certificates have been paid in full.

“Permitted Lien” means any Lien referred to in clauses (i) through (viii) of Section 7.01 of the Trust Indenture.

“Permitted Lessee” means any entity domiciled in a country listed in Schedule III to the Trust Indenture.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Principal Amount” with respect to a Secured Certificate means the stated original principal amount of such Secured Certificate and, with respect to all Secured Certificates, means the aggregate stated original principal amounts of all Secured Certificates.

“Principal Amount Repayment Date” shall mean each Payment Date on which any portion of the Principal Amount is due and payable in accordance with the Amortization Schedule.

“PUE” means a “Professional User Entity”, as defined in Regulations for the International Registry issued in connection with the Cape Town Convention.

“Purchase Agreement” means that certain Purchase Agreement COM0010-06, dated October 5, 2006, between the Manufacturer and the Owner relating to the purchase by the Owner of the Aircraft, as originally executed or as modified, amended or supplemented in accordance with the terms thereof, but only insofar as the foregoing relates to the Aircraft.

“Purchasers” means the Pass Through Trustees under each Pass Through Trust Agreement.

“QIB” shall have the meaning specified in Section 2.08 of the Trust Indenture.

“Rating Agencies” has the meaning set forth in the Note Purchase Agreement.

“Ratings Confirmation” has the meaning set forth in the Note Purchase Agreement.
as of such date it is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Trust Indenture.

“Related Certificate Holder” means any registered holder from time to time of one or more Related Secured Certificates.

“Related Event of Default” means an “Event of Default” as defined in each Related Indenture.

“Related Indemnitee Group” means, with respect to any Indemnitee, any officer, director, servant, employee, agent or Affiliate thereof.

“Related Indenture Indemnitee” means “Indenture Indemnitee” as defined in each Related Trust indenture.

“Related Indenture Trustee” means the “Indenture Trustee” as defined in each Related Trust Indenture.

“Related Operative Documents” means the “Operative Documents” as defined in each Related Trust Indenture.

“Related Payment Default” means the failure by the Owner to pay when due (i) any amount of principal or interest on any Related Secured Certificate or (ii) any Related Secured Obligation(s) (other than principal or interest on the Related Secured Certificates) in excess, either individually or in the aggregate, of $25,000 under any Related Trust Indenture.

“Related Secured Certificate” means, as of any date, a “Secured Certificate” as defined in each Related Trust Indenture, but only if as of such date it is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Trust Indenture.

“Related Secured Obligations” means the “Secured Obligations” as defined in each Related Trust Indenture.

“Related Series A Secured Certificate” means, as of any date, a “Series A Secured Certificate”, as defined in each Related Trust Indenture, but only if as of such date it is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Trust Indenture.

“Related Series B Secured Certificate” means, as of any date, a “Series B Secured Certificate”, as defined in each Related Trust Indenture, but only if as of such date it is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Trust Indenture.

“Related Trust Indenture” means, as of any date, each of the trust indentures (other than the Trust Indenture) under which notes have been issued and purchased by the Pass Through Trustees pursuant to the Note Purchase Agreement (whether before or after the date of the Trust Indenture), but only if as of such date any “Secured Certificate” issued thereunder is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Trust Indenture.

“Replacement Airframe” shall mean any airframe substituted for the Airframe pursuant to Section 7.06 of the Trust Indenture.
“Replacement Engine” shall mean any engine substituted for an Engine pursuant to Section 7.06 of the Trust Indenture.

“Responsible Officer” means a responsible officer in the Corporate Trust Office of the Indenture Trustee.

“Secured Certificates” shall mean and include any Secured Certificates issued hereunder, and issued in exchange therefor or replacement thereof.

“Secured Obligations” shall have the meaning specified in Section 2.06 of the Trust Indenture.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Series” means any or all of Series A, Series B or any Additional Series.

“Series A” or “Series A Secured Certificates” means Secured Certificates issued and designated as “Series A” hereunder, in the Principal Amount and maturities and bearing interest as specified in Schedule I to the Trust Indenture under the heading “Series A.”

“Series B” or “Series B Secured Certificates” means Secured Certificates issued and designated as “Series B” hereunder, in the Principal Amount and maturities and bearing interest as specified in Schedule I to the Trust Indenture under the heading “Series B.”

“Subordination Agent” means U.S. Bank National Association, a national banking association, as subordination agent under the Intercreditor Agreement, or any successor thereto.

“Tax Indemnitee” means (i) the Indenture Trustee, its successors and permitted assigns and (ii) the Trust Indenture Estate.

“Taxes” means any and all fees (including, without limitation, license, recording, documentation and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value added, property (tangible and intangible), excise and stamp taxes), license, levies, impost, duties, charges, assessments or withholdings of any nature whatsoever imposed by any Government Entity, together with any and all penalties, fines, additions to tax and interest thereon (each, individually a “Tax”).

“Transactions” means the transactions contemplated by the Participation Agreement and the other Operative Documents.

“Trust Indenture”, “this Indenture”, “the Trust Indenture”, “Indenture”, and “the Indenture” shall mean the Trust Indenture and Security Agreement [NW ], dated as of [ ], between the Owner and the Indenture Trustee, as it may from time to time be supplemented or amended as herein provided, including supplementing by a Trust Indenture Supplement pursuant thereto.

“Trust Indenture Estate” shall mean all estate, right, title and interest of the Indenture Trustee in and to the properties referred to in the Granting Clause of the Trust Indenture.

“Trust Indenture Supplement” shall mean a supplement to the Trust Indenture, in substantially the form of Exhibit A thereto, which shall particularly describe the Aircraft, and any Replacement Airframe and Replacement Engine.

“UCC” means the Uniform Commercial Code as in effect in any applicable jurisdiction.

“Underwriting Agreement” means that certain Underwriting Agreement, dated as of October 2, 2007, among the Owner, the Guarantor, and the underwriters named therein.
"U.S. Air Carrier" means any Certificated Air Carrier as to which there is in force an air carrier operating certificate issued pursuant to Part 121 of the regulations under the Federal Aviation Act, or which may operate as an air carrier by certification or otherwise under any successor or substitute provisions therefor or in the absence thereof.

"U.S. Bank" means U.S. Bank National Association, a national banking association, not in its capacity as Indenture Trustee under the Trust Indenture, but in its individual capacity.

"Wet Lease" means any arrangement whereby the Owner (or any Lessee) agrees to furnish the Airframe and Engines or engines installed thereon to a third party pursuant to which such Airframe and Engines or engines (i) shall be operated solely by regular employees of the Owner (or any Lessee) possessing all current certificates and licenses that would be required under the Federal Aviation Act or, if the Aircraft is not registered in the United States, all certificates and licenses required by the laws of the jurisdiction of registry, for the performance by such employees of similar functions within the United States of America or such other jurisdiction of registry (it is understood that cabin attendants need not be regular employees of the Owner (or any Lessee)) and (ii) shall be maintained by the Owner (or any Lessee) in accordance with its normal maintenance practices.

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EXHIBIT A
TO
TRUST INDENTURE
AND SECURITY AGREEMENT

TRUST INDENTURE SUPPLEMENT

This TRUST INDENTURE SUPPLEMENT [NW _ ], dated [ ] (herein called this “Trust Indenture Supplement”) of NORTHWEST AIRLINES, INC. (the “Owner”).

WITNESSETH:

WHEREAS, the TRUST INDENTURE AND SECURITY AGREEMENT [NW _ ], dated as of [ ], as amended and supplemented to the date hereof, between the Owner and U.S. Bank National Association, as Indenture Trustee (the “Indenture Trustee”), provides for the execution and delivery of a supplement thereto substantially in the form hereof, which shall particularly describe the Aircraft, and shall specifically mortgage such Aircraft to the Indenture Trustee; and

WHEREAS, the Trust Indenture relates to the Airframe and Engines described below, and a counterpart of the Trust Indenture is attached hereto and made a part hereof and this Trust Indenture Supplement, together with such counterpart of the Trust Indenture, is being filed for recordation on the date hereof with the FAA as one document;

NOW, THEREFORE, this Trust Indenture Supplement witnesseth that the Owner hereby confirms that the Lien of the Trust Indenture on the Collateral covers all of the Owner’s right, title and interest in and to the following described property:

AIRFRAME

One airframe identified as follows:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>FAA Registration Number</th>
<th>Manufacturer’s Serial Number</th>
</tr>
</thead>
</table>

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together with all of the Owner’s right, title and interest in and to all Parts of whatever nature, whether now owned or hereinafter acquired and which are from time to time incorporated or installed in or attached to said airframe.

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**AIRCRAFT ENGINES**

Two aircraft engines, (each such engine being a jet propulsion engine with at least 1750 lb of thrust or its equivalent) identified as follows:

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Manufacturer’s Model</th>
<th>Serial Number</th>
</tr>
</thead>
</table>

Together with all of the Owner’s right, title and interest in and to all Parts of whatever nature, whether now owned or hereafter acquired and which are from time to time incorporated or installed in or attached to any of such engines.

Together with all of the Owner’s right, title and interest in and to all Parts of whatever nature, which from time to time are included within the definition of “Airframe” or “Engine”, whether now owned or hereafter acquired, including all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to the Airframe and Engines (other than additions, improvements, accessions and accumulations which constitute appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment excluded from the definition of Parts).

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the equal and proportionate benefit and security of the Certificate Holders, the Indenture Indemnitees, Related Certificate Holders and the Related Indenture Indemnitees, except as provided in Section 2.15 and Article III of the Trust Indenture without any preference, distinction or priority of any one Secured Certificate over any other by reason of priority of time of issue, sale, negotiation, date of maturity thereof or otherwise for any reason whatsoever, and for the uses and purposes and subject to the terms and provisions set forth in the Trust Indenture.

This Trust Indenture Supplement shall be construed as supplemental to the Trust Indenture and shall form a part thereof. The Trust Indenture is each hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Trust Indenture Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner hereby acknowledges that the Aircraft referred to in this Trust Indenture Supplement has been delivered to the Owner and is included in the property of the Owner subject to the pledge and mortgage thereof under the Trust Indenture.

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IN WITNESS WHEREOF, the Owner has caused this Trust Indenture Supplement to be duly executed by one of its officers, thereunto duly authorized, on the day and year first above written.

NORTHWEST AIRLINES, INC.

By: __________________________________________
    Name: 
    Title: 

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## SCHEDULE I

<table>
<thead>
<tr>
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<th>Principal Amount</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
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<tbody>
<tr>
<td>A</td>
<td>$</td>
<td>7.027%</td>
<td>November 1, 2019</td>
</tr>
<tr>
<td>B</td>
<td>$</td>
<td>8.028%</td>
<td>November 1, 2017</td>
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### Secured Certificates Amortization

#### SERIES A

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#### SERIES B

<table>
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<th>Aircraft: N[ ]</th>
<th>Percentage of Principal</th>
<th>Amount to be Paid</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## SCHEDULE II

### PASS THROUGH TRUST AGREEMENTS


SCHEDULE III

SCHEDULE OF DOMICILES OF PERMITTED LESSEES

Argentina
Australia
Austria
Bahamas
Belgium
Brazil
Canada
Chile
Denmark
Egypt
Finland
France
Germany
Greece
Hungary
Iceland
India
Indonesia
Ireland
Italy
Japan
Luxembourg
Malaysia
Malta
Mexico
Morocco
Netherlands
New Zealand
Norway
Paraguay
People’s Republic of China
Philippines
Portugal
Republic of China (Taiwan)(1)
Singapore
South Africa
South Korea
Spain
Sweden
Switzerland
Thailand
Trinidad and Tobago
United Kingdom
Uruguay
Venezuela
(1) So long as on the date of entering into the proposed lease such country and the United States have diplomatic relations at least as good as those in effect on the Closing Date.
GUARANTEE

Dated as of [ ]

from

NORTHWEST AIRLINES CORPORATION

One Embraer ERJ 170-200 LR Aircraft

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GUARANTEE

This GUARANTEE [NW ], dated as of [ ] (as amended, modified or supplemented from time to time, this “Guarantee”), from NORTHWEST AIRLINES CORPORATION, a Delaware corporation (together with its permitted successors and assigns, the “Guarantor”), to the parties listed in Schedule I hereto (collectively, together with their successors and permitted assigns (including any subsequent Certificate Holder), the “Parties”, and, individually, a “Party”).

WHEREAS, Northwest Airlines, Inc., a Minnesota corporation (the “Owner”), an indirect wholly-owned subsidiary of the Guarantor, wishes to enter into a Trust Indenture and Security Agreement [NW ], dated as of the date hereof (as amended, modified or supplemented from time to time, the “Trust Indenture”), between the Owner and U.S. Bank National Association, not in its individual capacity, except as expressly stated therein, but solely as Indenture Trustee, initially relating to one (1) Embraer ERJ 170-200 LR aircraft, together with two (2) General Electric CF34-8E5 engines (such aircraft and engines, and any substitute Airframe and Engines under the Trust Indenture, being collectively referred to herein as the “Aircraft”), pursuant to a Participation Agreement [NW ], dated as of the date hereof (as amended, modified or supplemented from time to time, the “Participation Agreement”), among the Owner, the Parties and certain other entities; and

WHEREAS, it is a condition precedent to the obligations of the Parties to consummate the transactions contemplated by the Participation Agreement that the Guarantor execute and deliver this Guarantee; and

WHEREAS, the capitalized terms used herein that are not defined herein are used herein as defined in Annex A to the Trust Indenture;

NOW, THEREFORE, in order to induce the Parties to enter into the Participation Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Guarantee.

   (a) The Guarantor does hereby acknowledge that it is fully aware of the terms and conditions of the Trust Indenture, the Participation Agreement, the Secured Certificates and the other Operative Documents and the transactions and the other documents contemplated thereby, and does hereby irrevocably and fully and unconditionally guarantee, as primary obligor and not as surety merely, to the Parties, as their respective interests may appear, the payment by the Owner of all payment obligations when due under the Trust Indenture, the Participation Agreement, the Secured Certificates and the other Operative Documents to which the Owner is a party (such obligations of the Owner guaranteed hereby being hereafter referred to, individually, as a “Financial Obligation” and, collectively, as the “Financial Obligations”) in accordance with the terms of the Operative Documents, and the timely performance of all other obligations of the Owner thereunder (individually, a “Nonfinancial Obligation” and, collectively, the “Nonfinancial Obligations” or, collectively with the Financial Obligations, the “Obligations”).

The Guarantor does hereby agree that in the event that the Owner fails to pay any Financial Obligation when due for any reason (including, without limitation, the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceedings affecting the status, existence, assets or obligations of, the Owner, or the disaffirmance with respect to the Owner of the Trust Indenture or any other Operative Document to which the Owner is a party in any such proceeding) within five days after the date on which such Financial Obligation became due and payable and the applicable grace period has expired, the Guarantor shall pay or cause to be paid forthwith, upon the receipt of notice from the Indenture Trustee (such notice to be sent to the Owner (to the extent the Indenture Trustee is not stayed or prevented from doing so by operation of law) and the Guarantor) stating that such Financial Obligation was not paid when due and for five days after the applicable grace period has expired, the amount of such Financial Obligation.
Obligation. The Guarantor hereby agrees that in the event the Owner fails to perform any Nonfinancial Obligation for any reason (including, without limitation, the liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceedings affecting the status, existence, assets or obligations of, the Owner, or the disaffirmance with respect to the Owner of the Trust Indenture or any other Operative Document to which the Owner is a party in any such proceeding) within 10 Business Days after the date on which such Nonfinancial Obligation is required to be performed (for avoidance of doubt, to include any applicable grace period), the Guarantor shall cause such Nonfinancial Obligation to be performed within 10 Business Days following the receipt of notice from the Indenture Trustee (such notice to be sent to the Owner (to the extent the Indenture Trustee is not stayed or prevented from doing so by operation of law) and the Guarantor) stating that such Nonfinancial Obligation was not performed when so required and that any applicable grace period has expired.

(b) The obligations of the Guarantor hereunder shall not be, to the fullest extent permitted by law, affected by: the genuineness, validity, regularity or enforceability (or lack thereof) of any of the Owner’s obligations under the Trust Indenture or any other Operative Document to which the Owner is a party, any amendment, waiver or other modification of the Trust Indenture or such other Operative Document (except that any such amendment or other modification shall be given effect in determining the obligations of the Guarantor hereunder), or by any substitution, release or exchange of collateral for or other guaranty of any of the Obligations (except to the extent that such substitution, release or exchange is undertaken in accordance with the terms of the Operative Documents) without the consent of the Guarantor, or by any priority or preference to which any other obligations of the Owner may be entitled over the Owner’s obligations under the Trust Indenture and the other Operative Documents to which the Owner is a party, or by any other circumstance that might otherwise constitute a legal or equitable defense to or discharge of the obligations of a surety or guarantor including, without limitation, any defense arising out of any laws of the United States of America or any State thereof which would excuse, discharge, exempt, modify or delay the due or punctual payment and performance of the obligations of the Guarantor hereunder. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not, to the fullest extent permitted by law, affect the liability of the Guarantor hereunder: (a) the extension of the time for or waiver of, at any time or from time to time, without notice to the Guarantor, the Owner’s performance of or compliance with any of its obligations under the Operative Documents (except that such extension or waiver shall be given effect in determining the obligations of the Guarantor hereunder), (b) any assignment, transfer, lease or other arrangement by which the Owner transfers possession or loses control of the use of the Aircraft, (c) any defect in the title, condition, design, operation or fitness for use of, or damage to or loss or destruction of, the Aircraft, whether or not due to the fault of the Owner, (d) any merger or consolidation of the Owner or the Guarantor into or with any other Person, or any sale, transfer, lease or disposal of any of its assets or (e) any change in the ownership of any shares of capital stock of the Owner.

(c) This Guarantee is an absolute, present and continuing guaranty of payment and performance and not of collectability and is in no way conditional or contingent upon any attempt to collect from the Owner any unpaid amounts due or otherwise to enforce performance by the Owner. The Guarantor specifically agrees, to the fullest extent permitted by law, that it shall not be necessary or required, and that the Guarantor shall not be entitled to require, that any Party (i) file suit or proceed to obtain or assert a claim for personal judgment against the Owner for the Obligations, or (ii) make any effort at collection of the Obligations from the Owner, or (iii) foreclose against or seek to realize upon any security now or hereafter existing for the Obligations, including the Collateral, or (iv) file suit or proceed to obtain or assert a claim for personal judgment against any other Person liable for the Obligations, or make any effort at collection of the Obligations from any such other Person, or exercise or assert any other right or remedy to which any Party is or may be entitled in connection with the Obligations or any security or other guaranty therefor, or (v) assert or file any claim against the assets of the Owner or any other guarantor or other Person liable for the Obligations, or any part thereof, before or as a condition of enforcing the liability of the Guarantor under this Guarantee or requiring payment of said Obligations by the Guarantor hereunder, or at any time thereafter.

(d) The Guarantor agrees, to the fullest extent permitted by law, that, without limiting the generality of this Guarantee, if an Event of Default shall have occurred and be continuing and the Indenture Trustee shall be prevented by applicable law from exercising its remedies (or any of them) under Article IV of the Trust Indenture, the Indenture Trustee shall be, nevertheless, entitled to receive hereunder from the Guarantor, upon demand therefor the sums that would otherwise have been due from the Owner under the Trust Indenture had such remedies been able to be exercised. The Guarantor hereby unconditionally waives, to the fullest extent permitted by law, any requirement that,
as a condition precedent to the enforcement of the obligations of the Guarantor hereunder, the Owner or all or any one or more of any other guarantors of any of the Obligations be joined as parties to any proceedings for the enforcement of any provision of this Guarantee.

2. **No Implied Third Party Beneficiaries.** This Guarantee shall not be deemed to create any right in any Person except a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any other Person.

3. **Waiver; No Set-off; Reinstatement; Subrogation.** The Guarantor waives notice of the acceptance of this Guarantee and of the performance or nonperformance by the Owner, demand for payment from the Owner or any other Person, notice of nonpayment or failure to perform on the part of the Owner, diligence, presentment, protest, dishonor and, to the fullest extent permitted by law, all other demands or notices whatsoever, other than the request for payment hereunder and notice provided for in Section 1 hereof. The obligations of the
Guarantor shall be absolute and unconditional and shall remain in full force and effect until satisfaction of all Obligations hereunder and, without limiting the generality of the foregoing, to the extent not prohibited by applicable law, shall not be released, discharged or otherwise affected by the existence of any claims, set-off, defense or other rights that the Guarantor may have at any time and from time to time against any Party, whether in connection herewith or any unrelated transactions. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Financial Obligation is rescinded or must otherwise be returned by any Party upon the insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding with respect to the Owner or otherwise, all as though such payment had not been made. The Guarantor, by virtue of any payment or performance hereunder to a Party, shall be subrogated to such Party’s claim against the Owner or any other Person relating thereto; provided, however, that the Guarantor shall not be entitled to receive payment from the Owner in respect of any claim against the Owner arising from a payment by the Guarantor in the event of any insolvency, bankruptcy, liquidation, reorganization or other similar proceedings relating to the Owner, or in the event of any proceedings for voluntary liquidation, dissolution or other winding-up of the Owner, whether or not involving insolvency or bankruptcy proceedings, in which case the Obligations shall be paid and performed in full before any payment in respect of a claim by the Guarantor shall be made by or on behalf of the Owner.

4. **Amendments, Etc.** No amendment of or supplement to this Guarantee, or waiver or modification of, or consent under, the terms hereof, shall be effective unless evidenced by an instrument in writing signed by the Guarantor and each Party against whom such amendment, supplement, waiver, modification or consent is to be enforced.

5. **Payments.** All payments by the Guarantor hereunder in respect of any Obligation shall be made in Dollars and otherwise as provided in the Trust Indenture, the Participation Agreement or any other Operative Document in which such Obligation is contained.

6. **Jurisdictional Matters.** The Guarantor (a) hereby irrevocably submits itself to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County, for the purposes of any suit, action or other proceeding arising out of this Guarantee brought by any party, and (b) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Guarantee may not be enforced in or by such courts. The Guarantor hereby generally consents to service of process at Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281, Attention: Managing Attorney, or such office of the Guarantor in New York City as from time to time may be designated by the Guarantor in writing to the Parties.

7. **Integration; Counterparts; Successors and Assigns; Headings.** This Guarantee (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the Guarantor and the Parties, with respect to the subject matter hereof, (b) may be executed in several counterparts, each of which shall be
deemed an original, but all of which together shall constitute one and the same instrument, and (c) shall be binding upon the successors and assigns of the Guarantor and shall inure to the benefit of, and shall be enforceable by, each of the Parties to the fullest extent permitted by applicable laws. The headings in this Guarantee are for purposes of reference only, and shall not limit or otherwise affect the meanings hereof.

8. **Notices.** All requests, notices or other communications hereunder shall be in writing, addressed as follows:

If to the Guarantor:

  to the address or telecopy number set forth in the Participation Agreement

If to a Party:

  to the address or telecopy number set forth in the Participation Agreement

All requests, notices or other communications shall be given in the manner, and shall be effective at the times and under the terms, set forth in Section 13(b) of the Participation Agreement.

9. **No Waivers.** No failure on the part of any Party to exercise, no delay in exercising, and no course of dealing with respect to, any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.

10. **Survival.** All representations and warranties contained herein or made in writing by the Guarantor in connection herewith shall survive the execution and delivery of this Guarantee regardless of any investigation made by any Party or any other Person.

11. **Severability.** To the fullest extent permitted by applicable law, any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or any provision in any other Operative Document, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **GOVERNING LAW.** THIS GUARANTEE IS DELIVERED IN, AND SHALL (AND THE RIGHTS AND DUTIES OF THE GUARANTOR AND THE PARTIES SHALL) IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. THIS GUARANTEE SHALL BE DEEMED MADE WHEN DELIVERED IN NEW YORK, NEW YORK.

13. **Enforcement Expenses.** The Guarantor agrees to pay to any Party any and all reasonable costs and expenses (including reasonable legal fees and expenses) incurred by such Party in enforcing, or collecting under, this Guarantee.

14. **Termination.** Subject to the provisions of Section 3 hereof, this Guarantee shall terminate upon the indefeasible payment and performance in full of all of the Obligations.
IN WITNESS WHEREOF, the parties hereto have caused this Guarantee to be duly executed as of the date first hereinabove set forth.

NORTHWEST AIRLINES CORPORATION

By: ___________________________
   Name: _________________________
   Title: ___________________________

U.S. BANK NATIONAL ASSOCIATION,
in its individual capacity
and as Indenture Trustee

By: ___________________________
   Name: _________________________
   Title: ___________________________

U.S. BANK TRUST NATIONAL ASSOCIATION,
not in its individual capacity
but solely as Pass Through Trustee

By: ___________________________
   Name: _________________________
   Title: ___________________________

U.S. BANK NATIONAL ASSOCIATION,
as Subordination Agent

By: ___________________________
   Name: _________________________
   Title: ___________________________

SCHEDULE I
TO GUARANTEE
[NW    ]

PARTIES

U.S. Bank National Association, as Indenture Trustee

U.S. Bank Trust National Association, as Pass Through Trustee

U.S. Bank National Association, as Subordination Agent