

INTRODUCTION

The Delta Pilots Disability and Survivorship Plan is hereby amended and restated effective July 1, 1986. The Plan is an employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 (ERISA). All benefits arising out of an Event Date prior to July 1, 1986 shall be governed by the terms of the Plan as of the Event Date. All benefits arising out of an Event Date on or after July 1, 1986 shall be governed by the terms of this restated Plan.

DELTA PILOTS
DISABILITY AND SURVIVORSHIP PLAN

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SECTION ONE

DEFINITIONS

The following words and phrases shall have the following meanings unless the text clearly indicates otherwise.

1.01 Active Payroll Status means being on the Company's active payroll as a pilot, (except when reinstated to Active Payroll Status for payment of vacation pay only).

1.02 Active Work means being on the Company's active payroll as a pilot; and actively at work.

1.03 Actuary means a Fellow or Associate of the Society of Actuaries, who is an "enrolled actuary" pursuant to ERISA or a firm which employs at least one Fellow or Associate of the Society of Actuaries who is an "enrolled actuary" pursuant to ERISA, appointed by the Administrative Committee as Actuary for the Plan.

1.04 Administrative Committee means The Administrative Committee provided for in Section 11 of this Plan.

1.05 Beneficiary means the person or persons last designated by the Employee by written notice filed with the Plan to receive

the Lump Sum Death Benefit under Section 5.01 (Lump Sum Death Benefit).

1.06 Benefit Fund means the fund established by contributions of each Employing Company made in order to provide for benefits specified in the Plan, as provided in Section 10.03 (Benefit Fund).

1.07 Bridge Plan means the Delta Pilots Bridge Plan as established effective as of January 1, 1985, and as from time to time amended or restated.

1.08 Child means the Employee's natural born or legally adopted child, who meets all of the following requirements as of the Event Date:

(a) A natural born child must have been conceived prior to the Event Date, and a legally adopted child must have been adopted at least one year prior to the Event Date, unless the Employee was in good health at some time between the date of adoption and the Event Date; and

(b) the child must receive more than 50% of his support from the Employee; and

- (c) the child has never been married or had a marriage annulled; and
- (d) the child is not permanently employed on a full-time basis; and
- (e) the child is under the age of 19, or 23 if a regular full-time student. Provided, however, a child may be over age 19 or 23 if the child is incapable of self-sustaining employment by reason of mental or physical handicap resulting from an incapacity which existed when the child would have otherwise ceased to meet the requirements under this section.

Whenever the conditions of this section are no longer met, the individual will no longer be a Child for purposes of this Plan.

1.09 Code means the Internal Revenue Code of 1954, as amended, and any successor statute.

1.10 Company means Delta Air Lines, Inc., a Delaware corporation, and its successors and assigns.

1.11 Credited Service means service as provided in Section 3 (Credited Service).

1.12 Delta Pilots Mutual Aid means the Delta Pilots Mutual Aid Program.

1.13 Early Retirement Date means the first day of any month on which the Employee retires under the Retirement Plan from the employ of an Employing Company; provided that he has attained age 50, but has not attained age 60 when he so retires.

1.14 Earnings means the amounts paid during each calendar month to an individual as an Employee, computed based upon the regular rate of compensation normally earned by him for personal services rendered to an Employing Company, including overtime, but not reduced by the amount of any voluntary reductions in compensation, and excluding (1) incentive compensation; (2) amounts constituting reimbursements for expenses and expense allowances; (3) any amounts paid in conjunction with retirement, disability, death or termination of continuous employment in lieu of earned and accrued vacation that has not been taken; and (4) taxable income imputed to an Employee by virtue of fringe benefits provided by an Employing Company.

1.15 Eligible Family Member means the Employee, Spouse or any Child of the Employee. A person may not be counted more than once as an Eligible Family Member for benefits paid under this Plan.

1.16 Employee means any person classified as a pilot by an Employing Company and regularly employed by an Employing Company. The term Employee shall also include a person eligible for benefits from this Plan under Section 2.01 and 2.02.

1.17 Employing Company means the Company and any subsidiary or division of the Company, or any other corporation which adopts this Plan; provided, however, such subsidiary, division or other corporation is designated by the Company as an Employing Company and is included in Section 8 (Employing Companies).

1.18 ERISA means Public Law 94-406, the Employee Retirement Income Security Act of 1974, as amended.

1.19 Event Date means the earliest of the dates an Employee is disabled under Section 4.02 (provided he does not return to Active Work with an Employing Company), dies, or retires under the Retirement Plan, provided that such date occurs prior to or coincides with the cessation of his Earnings or during the 30 day extension of eligibility described in Section 2.02.

1.20 Final Average Earnings means the monthly average determined by dividing the highest sum of the Earnings in any 48 consecutive months in which there are Earnings, or all consecutive months if there are less than 48 consecutive months, in the last 120 months of an Employee's Continuous Employment up to the Event

Date by the number of complete consecutive calendar months included in such period. Provided, however, for purposes of determining the post-retirement survivor benefit only, Final Average Earnings shall mean the monthly average determined by dividing the highest sum of Earnings in any 36 consecutive months in which there are Earnings, or all consecutive months if there are less than 36 months in the last 120 months of an Employee's Continuous Employment up to the Event Date by the number of complete consecutive calendar months included in such period.

1.21 Normal Retirement Date means the first of the month coincident with or next following attainment of age 60.

1.22 Participant means either (a) an Employee; (b) a disabled Employee; (c) an Employee who is retired under the Retirement Plan (for purposes of survivor benefits only); or (d) an Eligible Family Member who is receiving Monthly Income Survivor Benefits under Section 5.02. An Employee receiving disability benefits whose employment is terminated continues to be a Participant only for purposes of the disability benefits for which he may be eligible, and neither he nor his Eligible Family Members shall be eligible for any other benefits from this Plan.

1.23 Plan means the Delta Pilots Disability and Survivorship Plan, the terms and provisions of which are herein set forth, as from time to time amended or restated.

1.24 Plan Year means the twelve month period ending each June 30.

1.25 Prior Plan means any disability or survivorship plan to which an Employing Company contributed, as described in Section 9 (Prior Plans) of the Plan as in effect on June 30, 1986.

1.26 Retirement Plan means the Delta Pilots Retirement Plan, effective January 1, 1985, as it may be amended or restated from time to time.

1.27 Seniority, Seniority List means the same as when those terms are used in the Working Agreement.

1.28 Spouse means the legal wife or husband of the Employee on the Event Date, who meets all of the following requirements as of the Event Date:

- (a) The Spouse and the Employee must have been legally married for at least twelve consecutive calendar months immediately prior to the Event Date, unless the Employee was in good health at some time between the date of marriage and the Event Date;
- (b) The Spouse must be dependent upon the Employee for more than 50% of her support;

(c) The Spouse must not have been legally separated or divorced from the Employee on the Event Date. Legal separation for Plan purposes means the first of the following to occur:

- (i) Decree of legal separation;
- (ii) any judicial award of temporary support or temporary maintenance; or
- (iii) entering into a separate maintenance agreement.

Provided, however, the Spouse of an Employee at the time the Employee is disabled who is subsequently divorced shall be deemed to be an Eligible Family Member only until the date the Spouse remarries or the Employee returns to work; and provided further, the Spouse of an Employee at the time an Employee retired under the Retirement Plan who is subsequently divorced shall be deemed to be an Eligible Family Member regardless of the Spouse's remarriage. A spouse whom an Employee marries after retirement or disability or during a period when the Employee is not at Active Work is not considered a Spouse for purposes of this Plan unless and until the Employee returns to Active Work.

1.29 Target Plan means the Delta Pilots Target Benefit Plan as established effective as of January 1, 1985, and as from time to time amended or restated.

1.30 Working Agreement means the Working Agreement between the Company and the Air Line Pilots in the Service of the Company, in effect on July 1, 1986 and as amended from time to time.

SECTION TWO

ELIGIBILITY

2.01 Plan Eligibility: An Employee shall be eligible for benefits under Sections 4 and 5 of this Plan on the date he begins Active Work. Such eligibility shall continue as long as the employee is on Active Payroll Status and, for purposes of survivor benefits, continues both while he is disabled under this Plan and during retirement under the Retirement Plan, if such retirement commences directly from Active Work or disability status under this Plan. Except as provided in Sections 4 and 5, eligibility for all benefits for the Employee and his Eligible Family Members shall be determined on the Event Date and shall cease upon termination of employment; provided, however, if the Employee's employment terminates while the Employee is eligible for disability benefits under Section 4, the Employee shall remain eligible for such disability benefits only as long as he continues to qualify under the Plan, and for no other benefits.

2.02 Extension of Eligibility: An Employee shall also be eligible for benefits under this Plan during the first 30 days of furlough, disciplinary suspension or leave of absence status without pay, and during the first 60 days of military leave during any 12 month period.

2.03 Contributions: The Plan is generally non-contributory, and all costs of the Plan are paid by the Company; provided, however, contributions pursuant to Section 10.01 will be required to continue the full amount of Lump Sum Death Benefit past age 60 as described in Section 5.01(d).

2.04 Employment by More Than One Employing Company: Anything to the contrary notwithstanding, if an individual is in the employ of two or more Employing Companies, he shall not be eligible for duplicate benefits under this Plan, but shall be treated the same as if all of his Earnings were with one Employing Company.

2.05 Transfers from Non-Pilot to Pilot Status: Persons transferring from Non-Pilot to Pilot status shall not be eligible for benefits under this Plan while they are eligible for benefits under the Delta Family-Care Disability and Survivorship Plan.

SECTION THREE

CREDITED SERVICE

3.01 Credited Service: An Employee's Credited Service shall be the number of years and completed months that the Employee was on Active Payroll Status, or during which he has retained or accrued seniority, and shall also include periods of employment as provided in Section 9 (Prior Plans) of the Plan in effect on June 30, 1986, or during which he retained or accrued seniority. Credited Service shall also include periods of time during which disability payments are made from this Plan, provided the Employee is re-employed by an Employing Company or retires under the Retirement Plan immediately after disability payments from the Plan cease.

3.02 Effect of Re-Employment: In the event an Employee's employment with an Employing Company is terminated and he is subsequently re-employed, the Employee shall be treated as a new Employee in all respects, without regard to previous service.

SECTION FOUR

DISABILITY BENEFITS

4.01 Eligibility for Disability: An Employee shall be eligible for disability benefits under Sections 4.02 and 4.03 only if such disability commenced while the Employee is eligible under Section 2.01 or 2.02.

4.02 Temporary Disability:

- (a) Requirements: An Employee shall qualify for Temporary Disability during any period of time in which he is prevented from performing the duties of his occupation solely because of injury, pregnancy or disease. The Temporary Disability period under the Plan is 26 weeks; provided, however, no benefits shall be payable during the first seven days of a period of temporary disability, and further provided the maximum 26 week period will be reduced by any period excluded for payment under Section 4.02(c).
- (b) Amount of Temporary Disability Benefits: An Employee who becomes temporarily disabled shall be entitled to a weekly benefit equal to the lesser of (i) or (ii) reduced by (iii) where:

- (i) is equal to 50% of the weekly average of his total Earnings during the three full calendar months immediately preceding the commencement of a period of disability; and

- (ii) is \$300.00; and

- (iii) is the sum of
 - (aa) Any disability benefit which is payable under any temporary disability or cash sickness benefit law or under an applicable Workers' Compensation law or occupational disease law, whether or not payment of such benefit is forfeited because of failure to apply; and

 - (bb) The retirement income benefit (pro-rated on a weekly basis) from the Delta Pilots Retirement Plan, Target Plan, and Bridge Plan which actually is paid for any period in which a benefit is paid under this section, provided, if such retirement income benefit actually is

paid in the form of a joint and 50% survivor annuity, then for purposes of this paragraph (c) the retirement income benefit shall be deemed to be the amount which would have been payable in the form of a life only benefit for the life of a Participant.

(c) Limitations and Exclusions: No Temporary Disability Benefit shall be payable under this Plan for:

- (i) Any day on which the Employee is not under the care of a physician or surgeon, and no period of Temporary Disability shall be considered to have started until the Employee has been seen and treated personally for the disabling condition by a physician or surgeon;
- (ii) Any day on which the Employee is performing work of any kind, anywhere, for compensation or profit;
- (iii) Any day for which the Employee receives salary or other compensation from an Employing Company.

(d) Continuity of Temporary Disability: All Temporary Disability absences of an Employee shall be considered as occurring during a single period of Temporary Disability, except that:

(i) Successive Temporary Disability absences separated by at least two consecutive weeks during which the Employee performs his duties as a pilot will not be considered as occurring during the same period of Temporary Disability;

(ii) Successive Temporary Disability absences which are due to unrelated causes and separated by at least one day on which the Employee performs his duties as a pilot will not be considered as occurring during the same period of Temporary Disability.

4.03 Long Term Disability:

(a) Requirements: Following expiration of his Temporary Disability Benefit period and the six month period described in Section 4.03(c), an Employee shall be eligible for Long Term Disability benefits when he loses his FAA license to fly as an airline pilot

because of accidental bodily injury or any sickness or disease, including natural deterioration, which shall result in his being prevented from flying as an airline pilot, and has been denied restoration of such license by the FAA and has appealed or is in the process of appealing such denial to the FAA at its highest appeal level.

- (b) Continuation of Eligibility: After an Employee has become eligible for and is receiving Long Term Disability benefits, the Company may require him to submit proof of continuing disability periodically. Such proof shall consist of taking an FAA physical examination given by a doctor of the Employee's choice who is authorized by the Federal Aviation Administration to give such examinations. In addition, the Company may require the Employee to process an appeal for restoration of his FAA license to fly as an airline pilot through the National Transportation Safety Board. The Company shall not require an Employee to submit proof of any disability more than once a year during the period which he retains and continues to accrue seniority under the Working Agreement. Thereafter, disability will be considered permanent and no further proof will be required.

(c) Commencement of Payments: Long Term Disability benefit payments shall be paid in an amount determined pursuant to Section 4.03(d) below.

Payment of such benefits shall commence six months after the cessation of Earnings payable from the Company.

(d) Amount of Long Term Disability Benefits: An Employee who is eligible for Long Term Disability benefits shall be entitled to a monthly income benefit equal to 50% of the average of his highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status. This benefit will continue monthly for as long as the Employee remains eligible for Long Term Disability benefits; provided, if retirement income benefits from the Retirement Plan, Target Plan, and Bridge Plan are paid for any month for which a benefit is payable under this Section 4.03(d), then the benefit under this section shall be reduced dollar for dollar (but not below zero) by the sum of the retirement income benefits as are actually paid under the Retirement Plan, Target Plan or Bridge Plan, or if such benefits are paid in the form of a

joint and 50% survivor annuity, as such benefits would have been payable in the form of a life only benefit for the life of the Employee. The reduction described in the preceding sentence shall first be applied to reduce the level fixed portion of the benefit. If the level fixed portion of the benefit is reduced to zero, any remaining reduction shall be applied to reduce the variable portion of the benefit.

- (e) If a disabled Employee returns to Active Work with a Class I medical certificate which restricts him to status other than Captain, and during the first 12 months of his return to work the same or a new disability causes him to be removed from flight status, he shall be entitled to his original disability benefit. If at any time after 12 months the same or a new disability causes him to be removed from flight status, he shall be entitled to the greater of his original disability benefit or 50% of the average of the highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status. If at any time he voluntarily elects to return to disability status, he shall be entitled to his original disability benefit.

4.04 Exclusions: No Temporary or Long Term Disability benefits shall be payable under this Plan as a result of any disability which was:

- (i) Directly or indirectly caused or contributed to by war or invasion while engaged in or taking part in military service or operations, except military duty while actively employed by the Company and receiving Earnings from the Company, or military duty while on leave of absence from the Company for a maximum of 60 days in any 12 month period;
- (ii) directly or indirectly caused or contributed to by intentional self-injury;
- (iii) directly caused or contributed to by crop dusting, spraying or seeding;
- (iv) directly or indirectly caused or contributed to by habitual use of narcotics or alcoholic beverages, unless such disability would be present notwithstanding the absence of continued habitual use of alcoholic beverages.

SECTION FIVE

SURVIVOR BENEFITS

5.01 Lump Sum Death Benefit:

- (a) Benefit: A Lump Sum Death Benefit will be provided on behalf of the Employee who dies while eligible for benefits under Section 2.01 or 2.02 (or within 31 days after his eligibility under Section 2.01 or 2.02 ceases) in an amount determined pursuant to Subsections (c), (d) and (e). This benefit may be provided under a group term life insurance policy.
- (b) Beneficiary: The Lump Sum Death Benefit shall be paid in a lump sum to the Beneficiary or Beneficiaries designated by the Employee, provided that if no Beneficiary survives the Employee or none is designated, the benefit shall be paid to the Employee's estate.
- (c) Amount of Benefits: If an Employee dies while on Active Payroll Status and prior to his Early or Normal Retirement Date, the Lump Sum Death Benefit shall be the lesser of (i) or (ii), reduced by (iii), where:

- (i) is \$50,000;
- (ii) is either
 - (aa) 90% of the Employee's annual basic rate of pay if there are no surviving Eligible Family Members; or
 - (bb) 174% of the Employee's annual basic rate of pay if there is one surviving Eligible Family Member; or
 - (cc) 280% of the Employee's annual basic rate of pay if there are two or more surviving Eligible Family Members; and
- (iii) is the Employee's vested account balance under the Target Plan on the Employee's date of death.
- (d) For an Employee retiring on his Normal Retirement Date under the Retirement Plan, the maximum post-retirement benefit payable shall be the benefit payable under this section reduced in equal annual decrements in the five years immediately following

an Employee's 60th birthday to a minimum benefit of \$10,000. For an Employee retiring on his Early Retirement Date under the Retirement Plan, the maximum post-retirement benefit payable shall be the benefit payable under this section reduced in equal annual decrements in the five years immediately following the Employee's actual retirement date to a minimum of \$5,000. For purposes of this reduction, an Employee receiving disability benefits under this section shall be deemed to have retired on the date he reaches his Normal Retirement Date under the Retirement Plan. An Employee who reaches his Normal Retirement Date may continue his entitlement to lump sum payment under the Plan until age 65 without reduction after retirement by paying such amounts at such times as the Administrative Committee so designates under Section 10.01.

- (e) Exclusions: Notwithstanding anything in this section to the contrary, no Lump Sum Death Benefit shall be payable under the Plan if the Employee's death is caused by an intentionally self-inflicted injury and he has not participated in the Plan for two years.

5.02 Monthly Income Survivor Benefits

- (a) Eligibility: In the event an Employee dies while eligible for benefits under Section 2.01 or 2.02 and is survived by Eligible Family Members, such family members shall be eligible for monthly income survivor benefits in an amount determined under Subsection (c).
- (b) Term of Benefits: The Monthly Income Survivor Benefits shall commence following the death of the Employee. Such benefits shall continue for a Child until the Child ceases to meet the definition of Child under Section 1.08. Monthly Income Survivor Benefits shall continue for a Spouse until the date the Spouse remarries, even if that marriage is later annulled, unless the Employee's death occurred after retirement directly from Active Work under the Retirement Plan.
- (c) Amount of Survivor Income Benefit: The amount of the monthly income survivor benefit payable under this section shall be determined as follows:
- (i) If death occurs while the Employee is on Active Payroll Status and prior to age 50, a monthly income benefit of (aa) reduced by (bb) where

(aa) is either:

- (1) 35% of his Final Average Earnings payable while there are three or more Eligible Family Members;
- (2) 30% of his Final Average Earnings payable while there are two Eligible Family Members; or
- (3) 25% of his Final Average Earnings payable while there is one Eligible Family Member; and

(bb) is the amount which is the actuarial equivalent of that part of the Employee's vested account balance in the Target Plan as of the date of the Employee's death which exceeds the amount of the lump sum death benefit under Section 5.01 (determined without regard for the reduction in such death benefit to reflect benefits payable under the Target Plan). This reduction shall first be applied to reduce the level fixed portion of the benefit as described in Section 6.02. If the level fixed portion of the

benefit is reduced to zero, any remaining reduction shall be applied to reduce the variable portion of the benefit.

(ii) If death occurs while the Employee is on Active Payroll Status after age 50, a monthly income benefit of (aa) reduced by (bb) where

(aa) is either

(1) 35% of his Final Average Earnings payable while there are two or more Eligible Family Members; or

(2) 30% of his Final Average Earnings while there is one Eligible Family Member; and

(bb) is the amount which is the actuarial equivalent of that part of the Employee's vested account balance in the Target Plan as of the date of the Employee's death which exceeds the amount of the lump sum death benefit under Section 5.01 (determined without regard for the reduction in such death benefit to

reflect benefits payable under the Target Plan). This reduction shall first be applied to reduce the level fixed portion of the benefit as described in Section 6.02. If the level fixed portion of the benefit is reduced to zero, any remaining reduction shall be applied to reduce the variable portion of the benefit.

Further provided, that the monthly income benefit payable after the date on which the Employee would have attained age 65 shall not exceed 30% of his Final Average Earnings multiplied by the ratio of the value of a benefit unit on the Employee's date of death plus the value of the benefit unit on the date on which the Employee would have attained age 65 to twice the value of a benefit unit on the Employee's date of death.

- (iii) If death occurs while the Employee is receiving monthly disability benefits from this Plan or during a period the Employee would have been eligible to receive benefits hereunder except that six months have not elapsed since his Company paid sick leave expired, the Monthly Income Survivor Benefit shall be equal to (aa) reduced by (bb) where

(aa) is 50% of the rate of the monthly disability benefit then being paid or to be paid to the Employee immediately prior to his death; and

(bb) is the amount which is the actuarial equivalent of that part of the Employee's vested account balance in the Target Plan as of the date of the Employee's death which exceeds the amount of the lump sum death benefit under Section 5.01 (determined without regard for the reduction in such death benefit to reflect benefits payable under the Target Plan). This reduction shall first be applied to reduce the level fixed portion of the benefit as described in Section 6.02. If the level fixed portion of the benefit is reduced to zero, any remaining reduction shall be applied to reduce the variable portion of the benefit.

(iv) If an Employee dies during his retirement under the Retirement Plan, the monthly survivor benefit will be equal to (aa) plus (bb), multiplied by (cc) and reduced by (dd) where

(aa) is 30% of the Final Average Earnings; and

(bb) is 5% of Final Average Earnings prior to the date on which the Employee would have attained age 65 and if there are two or more Eligible Family Members, or otherwise zero; and

(cc) is the ratio of the Employee's Credited Service to 25 years with a maximum ratio of one; and

(dd) is one quarter of one percent (.25%) for each month by which the Employee's actual retirement date preceded his Normal Retirement Date.

SECTION SIX

FORM OF BENEFIT

6.01 Recipient: The normal form of income benefit payable as a result of the Employee's disability shall be an income payable to him during his lifetime. The Monthly Income Survivor Benefit payable under Section 5.02 shall be paid under rules established by the Administrative Committee or its designee on a fair and equitable basis.

6.02 Variable Benefit: One-half of the monthly income benefit payable as a result of the Employee's disability or death will be payable as a level fixed amount and one-half will be payable on a variable basis as hereinafter described.

On the date on which benefit payments from this Plan commence, that half of the monthly income benefit which is to be variable will be converted to benefit units by dividing it by the value of a benefit unit on the earliest of the date income benefits from this Plan commence or the date of the Employee's retirement under the Retirement Plan. The annual rate of income in dollars payable in any month thereafter shall be equal to the total number of benefit units multiplied by the value of a benefit unit during that month.

The value of a benefit unit shall be \$10.00 as of February 1, 1972, and shall continue unchanged until March 31, 1973. On that date, and on each March 31 thereafter, the value of a benefit unit will be redetermined by changing the value of the benefit unit as of the preceding March 31 by a percentage equal to (a) minus (b), where (a) is the weighted average of the total yield on the benefit fund for each of the five preceding calendar years, using weights of five, four, three, two and one for the most recent calendar year and each of the four preceding calendar years respectively. For the calendar years 1968 through 1971, the total yield on the benefit fund will be deemed to be the same as the yield of the Standard and Poor's Index (including dividends) for that year; and (b) is the valuation rate of interest used in the actuarial valuation as of the preceding January 1.

Notwithstanding any other provision of this section, the total amount of monthly income benefit paid in any month shall not be less than the dollar amount of monthly income determined under Sections 4.03 and 5.02.

SECTION SEVEN

CLAIMS AND CLAIM REVIEW PROCEDURE

7.01 Filing a Claim: All claims for benefits shall be made on the Plan's forms, shall contain all information requested on such forms, and shall be accompanied by such verification of entitlement to benefits as the Administrative Committee may request. If additional information is needed, it must also be provided. A claim will not be considered submitted to the Plan until all required information is provided. Benefits payable under this Plan shall be paid only after a properly completed claim containing all requested information is submitted to the Plan.

7.02 Claim Denials: If a claim submitted to the Plan in accordance with Section 7.01 is denied, the Employee, or the person submitting the claim for survivor benefits, as the case may be, will be notified in writing of the denial within 90 days of the date the claim is properly submitted; provided, however, if special circumstances require additional review of the claim, the Plan may extend such period an additional 90 days. If the additional time period is needed, the claimant will be notified of the special circumstances requiring the extension of time, and the date on which the decision on the claim is expected. If the claimant is not furnished written notification of the decision on

his claim within 90 days (or within 180 days if the additional 90 day period is necessary) after the claim is properly filed, the claimant, his attorney or other duly authorized representative, may request a review of the claim by the Administrative Subcommittee as described in Section 7.03.

7.03 Administrative Subcommittee: If the claimant disagrees with the initial decision on his or her claim for benefits, the claimant, his attorney or duly authorized representative, may request a review of the claim by the Administrative Subcommittee of Delta Air Lines, Inc. The request for review by the Subcommittee must be made in writing and directed to the Secretary of the Administrative Subcommittee and must be received within 90 days of the notice of the denial. The Subcommittee will render a determination within 60 days after its receipt of the request for review; provided, however, the Subcommittee may take an additional 60 days to review the claim if special circumstances require an extension. In such case, the Subcommittee will notify the claimant of the delay, the reasons therefor, and the date by which a decision will be made. If written notification of the decision is not furnished within 60 days (or within 120 days if the additional 60 day period is necessary) the claimant, or his attorney or duly authorized representative, may request a review of the claim by the Administrative Committee as described in Section 7.04.

7.04 Administrative Committee: If the denial of the claim is upheld by the Subcommittee, the claimant, his attorney or duly authorized representative, may request a review of the claim by the Administrative Committee. The request for review must be made in writing and directed to the Secretary of the Administrative Committee and must be received within 90 days of the notice of the denial of the appeal by the Administrative Subcommittee. The Administrative Committee will review the claim at its next regularly scheduled quarterly meeting following receipt of the request for review; provided, however, if the request for review is received within 30 days preceding the date of the next regularly scheduled quarterly meeting, the claim will be considered at the following meeting. If additional time is required to review a claim, the Committee may consider the claim at a third meeting following its receipt of the request for review. If additional time is needed, the Administrative Committee will notify the claimant of the delay and the reason therefor. In addition, the claimant may request the Committee to delay its review until as late as the date of the third meeting following the Committee's receipt of the request for review. Following review of the claim, the Administrative Committee will notify the claimant in writing of its decision. If the Committee fails to do so, the claim shall be deemed denied on review.

7.05 Review Only Upon Written Record: Review by both the Subcommittee and the Administrative Committee will be made only

upon the written record. The claimant, his attorney, or duly authorized representative, may review pertinent documents relating to the denial and may submit comments, a statement of issues, and/or additional documentary evidence.

7.06 Exhaustion: The administrative remedies described in this article must be exhausted before any legal action on a claim is filed. The review procedures described in this article are the exclusive administrative procedures provided under the Plan.

SECTION EIGHT

EMPLOYING COMPANIES

The following companies are hereby designated as Employing Companies as of the Employing Company date set forth below:

<u>Company</u>	<u>Acquisition Date</u>	<u>Employing Company Date</u>
Delta Air Lines, Inc.	Not Applicable	Not Applicable

SECTION NINE

PRIOR PLANS

Benefits payable under a Prior Plan as described in Section Nine of the Plan as in effect on June 30, 1986 shall be paid under the Plan after that date in accordance with the provisions of that Section Nine.

SECTION TEN

CONTRIBUTIONS AND BENEFIT FUND

10.01 Employee Contributions: No contributions shall be required from any Employee, except that an Employee whose Lump Sum Death Benefit has been reduced pursuant to Section 5.01(d) may contribute to the Plan for the purpose of continuing the Lump Sum Death Benefit at the same level as was in force at age 60. Provided, however, such contributory coverage may not be continued past age 65. The amount of contribution required shall be determined by the Administrative Committee from time to time on a uniform basis with respect to all persons similarly situated. Such contributions must be paid monthly in advance and will be used to provide benefits under the Plan.

10.02 Contributions By The Employing Companies: The Plan shall engage an Actuary to submit annually an actuarial valuation evidencing the actuarial position and actuarial costs of the Plan. Each such actuarial statement or actuarial valuation shall give regard to the Plan's short-term and long-term financial needs, including liquidity requirements, and shall be forwarded to the person or persons in the Employing Company designated by the Administrative Committee to review such statements and valuations and to recommend appropriate contributions to the Benefit Fund by the Employing Companies. The contributions of the Employing

Companies shall be paid at reasonable periodic intervals taking into consideration the recommendations contained in the latest actuarial valuation.

10.03 Benefit Fund: The Company shall establish and maintain a Benefit Fund into which the contributions of each Employing Company under this Plan shall be paid and all benefits will be paid from the Benefit Fund. The Benefit Fund may comprise any combination of trust funds and insurance contracts. The Benefit Fund shall be allocated among Employing Companies under the direction of the Committee. Where an Employee transfers from one Employing Company to another he shall be treated to the extent practical and consistent with his accumulated credits as having always been with the new Employing Company for the purpose of allocated assets and liabilities.

10.04 Exclusive Benefit Rule: At no time shall any part of the corpus or income of the Benefit Fund be used for or diverted to any purpose other than for the exclusive benefit of the Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan. No person, including the Employing Companies, shall have any financial interest in or right to the Benefit Fund or part thereof, except as expressly provided for in the Plan and the Trust.

10.05 Source of Benefit Payments: Benefit payments shall be paid directly to the Participant or Beneficiary from the Benefit Fund, including any insurance policies entered into by the Plan. Such payments shall be made upon the written order of the Committee or its delegate. Resources for benefit payments are limited to the Benefit Fund and any insurance policies owned by the Benefit Fund.

10.06 Forfeitures: Forfeitures shall be used to reduce Company contributions and shall not be used hereunder to increase the benefit of any person prior to termination of the Plan or complete discontinuance of contributions.

10.07 Overpayments: When an overpayment of benefits from the Plan has been made, the Plan may collect the overpayment by any means, including, but not limited to, offsetting such overpayment against future benefit payments due from the Plan to the Employee or any other Eligible Family Member.

10.08 Expenses: Brokerage commissions, transfer taxes, taxes on investments, and other charges and expenses in connection with the purchase or sale of securities for the Benefit Fund and all other reasonable costs and expenses incurred in administering the Plan shall be charged to the Benefit Fund unless borne by the Company.

SECTION ELEVEN

ADMINISTRATION

11.01 Administrative Committee: The operation and administration of the Plan (except the responsibility for investment and control of assets, which is given to the Finance Committee pursuant to Section 11.07 of this Plan), the exclusive power to interpret it, and the responsibility for carrying out its provisions are vested in the Administrative Committee of at least three members, which Committee shall be the Administrator of the Plan, provided, however, that this responsibility shall not extend to the management and control of the assets of the Plan. The Board of Directors of the Company shall appoint the Administrative Committee members and shall have the power of removal and substitution, and shall designate the Chairman of the Committee. Any Administrative Committee member may resign by notifying the Company and the Administrative Committee Secretary in writing. The Administrative Committee shall establish rules for administration of the Plan and transaction of its business. The Administrative Committee shall be the named fiduciary of the Plan for purposes of operation and administration of the Plan, and, in addition, any duty which is not expressly allocated to the Finance Committee, or with respect to which an allocation is in doubt, shall be deemed to be allocated to the Administrative Committee.

11.02 Powers and Duties of the Administrative Committee: In addition to powers and duties otherwise stated in this Plan, the Administrative Committee shall have such duties and powers as may be necessary to discharge its responsibilities under the Plan, including, but not limited to, the following:

- (a) To establish and enforce such rules, regulations, and procedures as it shall deem necessary or proper for the efficient operation and administration of the Plan;
- (b) To interpret the Plan, and decide all questions of eligibility of any Eligible Family Member to participate in the Plan or to receive benefits under it, its interpretation thereof in good faith to be final and conclusive;
- (c) To determine the amount, manner, and time of payment of benefits which shall be payable to any Eligible Family Member in accordance with the provisions of the Plan, and to determine the person or persons to whom such benefits shall be paid;
- (d) To authorize the payment of benefits and reasonable expenses for administering the Plan;

- (e) To prescribe procedures to be followed in filing applications for benefits;
- (f) To prepare and distribute, in such manner as the Administrative Committee determines to be appropriate and consistent with applicable law, information explaining the Plan;
- (g) To decide all questions concerning the Plan;
- (h) To furnish the Board of Directors of the Company, upon request, and government agencies as required, such reports with respect to the administration of the Plan as are reasonable and appropriate; and
- (i) To delegate its power and duties as set forth in Section 11.04.

In the exercise of all of its functions, the Administrative Committee shall act in an impartial and non-discriminatory manner.

11.03 Administrative Committee Actions: The decisions of the Administrative Committee as to interpretation and application of the Plan shall be final. A certification of acts and directives of the Committee by the Secretary of the Administrative Committee shall constitute complete proof to third parties dealing

with the Administrative Committee of the authenticity of such acts and directives.

11.04 Delegation of Duties: For purposes of operation and administration of the Plan, the Administrative Committee may:

- (a) Appoint one or more other committees, or subcommittees whose members need not be members of the Administrative Committee, and determine their powers;
- (b) Employ counsel and agents;
- (c) Obtain clerical, accounting, and actuarial assistance;
- (d) Authorize one or more Administrative Committee members or any agent to execute or to deliver any written instructions, requisitions, orders, notices, or any other instruments or to make payments on its behalf;
- (e) Allocate its fiduciary responsibilities among the members of the Administrative Committee;

- (f) Delegate its fiduciary responsibilities to persons other than members of the Administrative Committee.

The Administrative Committee or its delegate may direct that the resources of the Fund be used for the purposes described in subparagraphs (b) and (c) above.

11.05 Plan Records: The Administrative Committee shall maintain appropriate accounts and records relating to the operation and administration of the Plan, the Finance Committee shall maintain appropriate accounts and records relating to the investment policies and control of assets of the Plan, and both the Finance Committee and the Administrative Committee shall keep in convenient form the data necessary for actuarial valuations and shall keep records of all allocations and delegations of fiduciary responsibilities that each makes, including terminations and modifications of such allocations and delegations.

11.06 Administrative Committee Expenses: Any expenses incurred by the Administrative Committee in the performance of its duties shall be paid by the Company, provided that the Administrative Committee members shall receive no additional compensation for their services on said Committee.

11.07 Finance Committee: Notwithstanding the provisions of Sections 11.01 and 11.02, the Finance Committee of the Board of

Directors of the Company shall be the named fiduciary of this Plan for purposes of formulating and managing the investment policies and controlling the assets of the Plan (to the extent that such control is not part of the responsibility of the Administrative Committee to direct the payment of benefits or reasonable expenses in its administration of the Plan). In the performance of its duties, the Finance Committee shall have the authority to employ directly or indirectly persons to render advice with respect to its responsibilities under the Plan, to appoint (and to discharge) investment managers (as defined in Section 3(38) of ERISA), and trustees, to manage any or all assets of the Plan, to allocate fiduciary responsibilities for investment policy and controlling assets among members of the Finance Committee, and to designate persons other than the named fiduciaries to carry out fiduciary responsibilities (other than trustee responsibilities) under the Plan.

11.08 Finance Committee Actions: The decisions of the Finance Committee as to investment policy and controlling the assets of the Plan shall be final. A certification of acts and directives of the Finance Committee by the Secretary of the Finance Committee shall constitute complete proof to third parties dealing with the Finance Committee of the authenticity of such acts and directives.

11.09 Finance Committee Expenses: Any expenses incurred by the Finance Committee in the performance of its duties under this Plan shall be paid by the Company, or at the direction of the Finance Committee from the assets of the Trust in accordance with procedures acknowledged by the Finance Committee or its delegate.

11.10 Indemnification: The Company shall indemnify each Finance Committee member or former member, each Administrative Committee member or former member, and each other person who is or was an employee and who is or was carrying out such responsibilities pursuant to a delegation of fiduciary responsibilities by the Finance Committee or the Administrative Committee, against costs, expenses and liabilities, including attorney's fees, incurred in connection with any action, suit or proceeding instituted against him because of any act or omission or commission performed by him as a Finance Committee or Administrative Committee member or as such other person who is or was an employee and who is or was carrying out fiduciary responsibilities duly delegated to him by the Finance Committee or the Administrative Committee, while acting in good faith and exercising his judgment for the best interest of the Plan, its Participants, and Beneficiaries.

Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be

made against an Employing Company, notify the Company of the commencement thereof, and the omission to so notify the Company will relieve the Company from its indemnity to such indemnified person, but not from any other liability which it may have to such person. The Company shall be entitled to participate at its own expense in the defense or to assume the defense of any action brought against any party indemnified hereunder.

In the event the Company elects to assume the defense of any such suit, such defense shall be conducted by counsel chosen by it and reasonably satisfactory to the indemnified party, and the indemnified party shall bear the fees and expenses of any additional counsel retained by him.

The Plan or the Company or both may purchase insurance for their fiduciaries or for themselves to cover liability or losses occurring by reason of the act or omission of a fiduciary, provided that if purchased by the Plan, such insurance must permit recourse by the insurer against the fiduciary in the case of a breach of fiduciary obligation by such fiduciary.

A fiduciary may purchase insurance to cover liability resulting from a breach of fiduciary obligation by such fiduciary, or the Company may purchase insurance to cover liability of one or more persons who serve in a fiduciary capacity with regard to this Plan (whether named fiduciaries or not).

SECTION TWELVE

GENERAL PROVISIONS

12.01 Payments to Minors and Incompetents: If the Administrative Committee shall receive satisfactory evidence that an Eligible Family Member, or Beneficiary who is entitled to receive any benefit under the Plan is, at the time when such benefits become available, a minor or is physically unable or mentally incompetent to receive such benefit and to give a valid release therefor and that no legal guardian has been appointed for such minor or incompetent, and that another person or an institution is then maintaining or has custody of such Eligible Family Member, or Beneficiary, the Administrative Committee may in its discretion authorize payment of such benefit otherwise payable to such other person or institution, and the release of such person or institution shall be a valid and complete discharge for the payment of such benefit.

12.02 Person Causing Death of Employee: If a person who would otherwise qualify as an Eligible Family Member is convicted of, or pleads guilty to, voluntarily causing the death of, or conspiring to cause the death of, the Employee, that person shall be treated as an Eligible Family Member only for purposes of computing the amount of survivor benefits under Section 5, but for no other purpose, and shall not in any event be eligible to

receive benefits under this Plan. During any time the question of guilt or innocence is being determined, all benefits for that person shall be withheld.

12.03 Suspension, Redirection or Termination of Benefits:

Notwithstanding any other provisions of this Plan, if the Administrative Committee shall determine that the Income Benefits are no longer being applied primarily for the care, support and maintenance of each Eligible Family Member, the Committee may redirect the payment of such benefits to more nearly accomplish the purposes of this Plan, or may suspend or terminate the payments of such benefits.

12.04 Small Payments: In the event that any benefit provided under the Plan is payable in an amount of less than \$30 monthly, the Administrative Committee may direct that a lump sum settlement that is the actuarial equivalent in value be paid in lieu of any other benefit under the Plan.

12.05 Plan Not a Contract of Employment: The Plan shall not be deemed to constitute a contract between the Company, or any Employing Company and any Employee, nor to be a consideration for the employment of any Employee. Nothing in the Plan shall give an Employee the right to be retained in the employ of an Employing Company; all Employees shall remain subject to discharge,

discipline or layoff to the same extent as if the Plan had not been put into effect.

12.06 Misstatement In Application For Benefits: If an Employee or Eligible Family Member in any application or response to the Administrative Committee makes any statement which is erroneous, or omits any material facts, or fails before receiving his first payment to correct any information that he previously incorrectly furnished to the Administrative Committee for its records, the amount of benefits shall be adjusted on the basis of the facts, and the amount of any underpayment or overpayment theretofore made to such person shall be adjusted or recovered, or deducted from any succeeding benefit payments due, as the Administrative Committee shall direct.

12.07 Missing Persons: If the Administrative Committee is unable, within three years after any benefit becomes due from the Benefit Fund to any person, to authorize payment because the identify or whereabouts of such person cannot be ascertained, the Administrative Committee shall direct that such benefit and all other benefits with respect to such person shall be forfeited and all liability for the payment thereof shall terminate.

12.08 Non-Alienation of Benefits: Except as required by law, no benefit, payment or distribution under this Plan shall be subject to the claim of any creditor of the Participant, his

Spouse or his Beneficiary, or to any legal process by any creditor of such person (except a federal tax levy made pursuant to Section 6331 of the Internal Revenue Code), and no such person shall have any right to alienate, commute, anticipate or assign (either at law or in equity) all or any portion of any benefit, payment or distribution under this Plan except to the extent provided herein; provided, however, a Participant may make a voluntary and revocable assignment, but only for such purposes as the Administrative Committee may from time to time specify.

12.09 Liability Limited: The Company, its officers and directors, the Finance Committee and the Administrative Committee, and each Employing Company, their officers, directors and employee fiduciaries of the Plan will normally rely on tables, valuations, certificates, opinions and reports which are furnished by an actuary, accountant, trustee, insurance company, counsel or other expert who shall be employed or engaged by the Company, the Finance Committee, the Administrative Committee or an Employing Company.

12.10 Modification or Discontinuance of the Plan or Complete Discontinuance of Company Contributions:

- (a) The Company and each Employing Company expect and intend to maintain the Plan in force indefinitely,

but necessarily reserve the right to amend or discontinue the Plan at any time.

(b) At any time and from time to time, an Employing Company may amend the Plan in whole or in part, or may suspend contributions, provided that no change shall be effective unless under the Plan as so amended no part of the net earnings of the Plan may inure to the benefit of the Company or any shareholder of the Company except through the payment of benefits otherwise payable under the Plan.

(c) Any action taken by an Employing Company under this Plan may be by resolution of the Board of Directors of the Company, or by any person or persons duly authorized by resolution of said Board to take such action.

12.11 Distribution of Assets of Benefit Fund: In the event that contributions of all Employing Companies are permanently discontinued or in the event that it becomes necessary to discontinue the Plan, the assets then remaining in the Benefit Fund shall be applied in the following order, all persons in each class being entitled to their respective proportionate shares based upon the value of their benefits at the time of application:

FIRSTLY: Provision to Eligible Family Members and Beneficiaries of any benefit payment to which they shall be currently entitled under this Plan at the time of discontinuance.

SECONDLY: Provision to Eligible Family Members who are receiving income benefits under this Plan and Beneficiaries of Disabled Employees, of any remaining benefits to which they shall be entitled under the Plan as a result of death prior to discontinuance, and becoming Disabled prior to discontinuance, including subsequent death after discontinuance.

THIRDLY: Provision to other Eligible Family Members and Beneficiaries of the benefits to which they shall be entitled under this Plan as a result of death or becoming Disabled after discontinuance, for such period of time after discontinuance as the assets remain sufficient to cover the value of all future expected benefit payments to the Eligible Family Members and Beneficiaries.

12.12 IRS Approval: The Company intends the Plan to qualify for tax exemption under Sections 501(c)(9) and 505 of the Code and Regulations. If the Company applies for a determination letter from the Internal Revenue Service that the Plan qualifies under Section 501(c)(9) and 505 of the Code and Regulations and the

Service requires an amendment to the Plan or Trust before granting such determination letter, the Company may make such amendments and may, at the Company's election, make such amendments retroactively to the extent specified by the Company.

12.13 Headings: The titles in this Plan are inserted for the convenience of reference; they constitute no part of this Plan and are not to be considered in the construction hereof.

12.14 Gender and Number: Unless otherwise indicated, the masculine pronoun as used herein shall include the feminine pronoun, and the singular shall include the plural or vice versa.

12.15 Governing Law: The Plan and all provisions thereof shall be governed by the laws of the State of Georgia, to the extent not preempted by ERISA.

SECTION 13

CERTAIN SEPARATE ACCOUNTS

FOR KEY EMPLOYEES

13.01 Separate Accounts. Notwithstanding any provision in this Plan to the contrary, a Participant who is or was, at any time during the Plan Year or preceding Plan Year, a Key Employee and who is entitled to receive a Post-Retirement Death Benefit (as defined in Section 13.03), shall receive such Post-Retirement Death Benefit through a separate account established for such Participant as part of the Benefit Fund in accordance with this Section 13. The cost of providing the Post-Retirement Death Benefit shall be charged against the separate account and all Post-Retirement Death Benefits shall be paid from such separate account.

13.02 Compliance with Code. Separate accounts shall be established for individual Participants in accordance with this Section 13 solely for the purpose of complying with Sections 419A(d) and 4976 of the Code.

13.03 Post Retirement Death Benefits. For the purposes of this Section, a Post-Retirement Death Benefit shall mean any benefit described in Sections 5.01 and 5.02 of the Plan and to.

which the Beneficiary or Eligible Family Members of a Participant are entitled under the terms of this Plan as a result of the death of the Participant after the Participant's retirement under the Retirement Plan. Under no circumstances shall the provisions of this Section be deemed to provide benefits or rights which are more expansive or greater than those benefits and rights stated elsewhere in this Plan.

13.04 Key Employee. For purposes of this Section, a Key Employee shall mean any Employee of the Company who, during the Plan Year or any of the four preceding Plan Years, is an officer of the Company having Earnings greater than 150% of the limit described in Code Section 415(c)(1)(A); one of the ten Employees of the Company owning the largest interests in the Company and receiving Earnings greater than the dollar limit described in Code Section 415(c)(1)(A); a greater than 5% owner of the Company; a greater than 1% owner of the Company receiving Earnings in excess of \$150,000; or the Beneficiary or Eligible Family Member of a Key Employee. The Code Section 415(c)(1)(A) limits referred to in the preceding sentence shall be the specified dollar limit plus any increases reflecting cost of living adjustments specified by the Secretary of the Treasury.

13.05 Exception to Separate Account Requirement.
Notwithstanding the above, the Administrative Committee, pursuant to Temporary Treasury Regulation § 54.9976-1T, shall not be

required to establish or maintain separate accounts for Key Employees if (1) the cost of the Post-Retirement Death Benefit is paid by the Company in the same taxable year in which the benefit is provided and (2) there is not nor is there required to be maintained an existing separate account with an outstanding credit balance for the Key Employee. Furthermore, should any future Treasury Regulation allow the Company to avoid providing Post-Retirement Death Benefit to Key Employees through separate accounts, such provisions will be deemed incorporated in this Plan upon approval by the Administrative Committee.

IN WITNESS WHEREOF, the undersigned officer of DELTA AIR LINES, INC. has executed this Plan on the date indicated below, but effective July 1, 1986.

DELTA AIR LINES, INC.

By:  102.c

Title: TREASURER

Date: JUNE 27, 1986