

Eighth Amendment to the Delta Pilots Disability and Survivorship Plan
(as amended and restated effective July 1, 1996)

The Delta Pilots Disability and Survivorship Plan, as amended and restated effective July 1, 1996 (the "Plan"), is hereby amended effective January 1, 2008 or such earlier date as provided herein.

1. Section 1 of the Plan is hereby amended, effective September 18, 2007, by adding the following new definition immediately after Section 1.24A:

"1.24B Rehired Retired Pilot or RRP - means a rehired retired pilot as defined in Section 26 A.23. of the PWA (as amended by Letter of Agreement #15 between the Company and the Air Line Pilots Association, International)."

2. Section 2.01 of the Plan is hereby amended, effective September 18, 2007, by adding the following new sentences to the end thereof:

"Notwithstanding the foregoing, a Rehired Retired Pilot will be eligible to participate in the Plan on his date of rehire under the terms of the Plan as if he had not been previously employed by the Company. Accordingly, no Credited Service or Earnings from the prior period of employment will be taken into account for purposes of determining his benefits under this Plan while he is an RRP. Moreover, eligibility for retiree monthly survivor income benefits, retiree life insurance benefits or any other benefit he is

entitled to hereunder as a retiree will cease while he is employed as an RRP, but subject to Section 2.08 of the Plan, may resume after he has again retired from the Company. If the RRP dies while a pilot prior to January 1, 2008, only the \$50,000 lump sum death benefit and the monthly survivor income applicable to his status as a pilot will apply and not the lump sum death benefit or the monthly survivor income benefit from his previous period of employment; his designated beneficiary (ies), his Eligible Family Members and the amount of monthly survivor income benefit will be determined accordingly. If the RRP dies while a pilot on or after January 1, 2008, his designated beneficiary (ies) will be eligible for a lump sum term life insurance benefit under Section 26.K.1. of the PWA and not the lump sum death benefit or the monthly survivor income benefit from his previous period of employment.”

3. A new Section 2.08 is hereby added to the Plan effective September 18, 2007 as follows:

“2.08 Subsequent Retirement of an RRP: If an RRP again retires from the Company following his period of employment as an RRP, he will be given an election to choose between his retirement benefits package from his first period of employment and the retirement benefits package in effect at the date of his retirement as an RRP. (For this purpose, a "retirement benefits package" (i) may include, but is not limited to, benefits such as medical, dental, survivor, life insurance and travel pass benefits, but (ii) does not include benefits under qualified retirement plans, the terms of which plans will govern the benefits provided thereunder.) If he chooses the retirement benefit package from his first period of

employment, then (i) if the benefit eligibility for such coverage is based on length of service, Credited Service or Earnings, then only length of service, Credited Service and Earnings from his first period of employment will apply for purposes of determining the benefits under this Plan; (ii) the life insurance he was eligible for while an RRP will cease on the date he leaves the employ of the Company and the decrement schedule in Section 26.K.1.d. of the PWA applicable to his RRP employment period will not apply; and (iii) he will be eligible under this Plan based on the terms and conditions that apply to the benefits from his first period of employment (as they may change from time to time). If he chooses the retirement benefit package from his period of employment as an RRP, then (i) he will be eligible for retiree benefits under this Plan based on the terms of the Plan in effect for that retirement benefit package (as they may change from time to time); (ii) if the benefit eligibility for such coverage is based on length of service, Credited Service or Earnings, then only length of service, Credited Service and Earnings from his period of employment as an RRP will be used to determine those benefits; and (iii) he will be eligible under this Plan based on the terms and conditions that apply to the benefits from his period of employment as an RRP (as they may change from time to time). If the RRP does not make a retiree benefit package election within 30 days of the date he leaves employment as an RRP, or if he is not eligible for a retiree benefit package from his second period of employment, he will default to the retiree benefit package (and hence the coverage under this Plan) that applied from his first period of employment."

4. Section 3.01 of the Plan is hereby amended, effective September 18, 2007, by adding the following new sentence to the end thereof:

“Credited Service for an Employee who was an RRP but has returned to retirement and is eligible for monthly income survivor benefits as described in Section 2.08 of the Plan shall not include any period of time during which he was an RRP. “

5. Section 4.02(b)(ii)(bb) of the Plan is hereby amended, effective September 18, 2007, by designating the current provision as subparagraph (1) of Section 4.02(b)(ii)(bb) and adding the following new provision at the end thereof:

“(2) This subparagraph (2) (and not subparagraph (1) above), shall apply in the case of an RRP who becomes eligible for Temporary Disability benefits under this Plan. The following retirement benefit offsets to his Temporary Disability benefit under the Plan will be applied monthly beginning with the first Temporary Disability benefit payment:

(A) The amount of the RRP’s calculated retirement benefits due to his previous period of employment that would have been paid under the Delta Pilots Retirement Plan, Delta Pilots Bridge Plan and Delta Pilots Supplemental Annuity Plan (“Defined Benefit Plans”) had such plans not been terminated. The amount of this offset is determined as of the first date benefits under such Defined Benefit Plans were paid to the RRP, as changed yearly through September 2, 2006 for variable adjustments.

(B) The annuity equivalent of his benefit under the terminated Delta Pilots Money Purchase Pension Plan, determined in accordance with LOA #9 to the PWA as of the date of distribution to him.

(C) Benefits under the Western Air Lines Defined Benefit Plan, as described in subparagraph (1) of this Section 4.02(b)(ii)(bb), above. The amount of this offset is determined as of the first date benefits under the Western Air Lines Defined Benefit Plan were paid to the RRP.”

6. Effective September 18, 2007, Section 4.03(c)(i)(B) of the Plan is amended by adding to the end thereof the following words:

“, or, in the case of an Employee who is an RRP, as described in subparagraph (iv) of this Section 4.03(c).”

7. Effective September 18, 2007, Section 4.03(c) is amended by adding a new subparagraph (iv) as follows:

“(iv) If an RRP becomes eligible for Long Term Disability benefits under this Plan, the following retirement benefit offsets to his Long Term Disability benefit under the Plan will be applied monthly beginning with the first disability payment:

(A) The amount of the RRP’s calculated retirement benefits due to his previous period of employment that would have been paid under the

Delta Pilots Retirement Plan, Delta Pilots Bridge Plan and Delta Pilots Supplemental Annuity Plan (“Defined Benefit Plans”) had such plans not been terminated. The amount of this offset is determined as of the first date benefits under such Defined Benefit Plans were paid to the RRP, as changed yearly through September 2, 2006 for variable adjustments.

(B) The annuity equivalent of his benefit under the terminated Delta Pilots Money Purchase Pension Plan, determined in accordance with LOA #9 to the PWA as of the date of distribution to him.

(C) The annuity equivalent of his Delta Pilots Defined Contribution Plan account with respect to his first period of employment, determined as described in Section 4.03(c)(iii) . The amount of this offset is determined as of the first date benefits under the DC Plan are (or were) actually paid to him.

(D) If the RRP continues to receive Long Term Disability benefits following the cessation of his employment as an RRP, then his DC Plan benefit from his period of employment as an RRP will also be offset from his Long Term Disability benefits as described in Section 4.03(c) (iii).

(E) Benefits under the Western Air Lines Defined Benefit Plan, as described in Section 4.03(c) (iii). The amount of this offset is determined as of the first date benefits under the Western Air Lines Defined Benefit Plan were paid to the RRP.”

8. Subject to the RRP provisions of Sections 2.01 and 2.08, effective January 1, 2008, the Basic Life benefit described in Section 5.01 of the Plan and the Monthly Income Survivor Benefit described in Section 5.02 of the Plan shall no longer apply to (i) pilots on the Seniority List who die or retire on or after January 1, 2008; (ii) a person who was a pilot on the Seniority List on or after January 1, 2008, but who, due to Section 13.B.3. of the PWA, is not a pilot on the Seniority List at the time of his death and who is receiving disability benefits at the time of his death; and (iii) a person who was a pilot on the Seniority List on June 1, 2006, but who is not a pilot on the Seniority List due to Section 13.B.3. at the time of his death which occurs after January 1, 2008, and who is receiving disability benefits at the time of his death. The individuals described in subsections (i)-(iii) above will instead be eligible for the term life insurance described in Section 26.K.1 of the PWA. Subject to Section 2.08, the Basic Life Benefit and Monthly Income Survivor Benefits will continue to apply to those individuals who were pilots on the Seniority List that died before January 1, 2008, a pilot or retired pilot who retired before January 1, 2008 and a person who is not a pilot due to being removed from the Seniority List under Section 13.B.3 prior to June 1, 2006 who is otherwise eligible under the terms of the Plan.

9. Effective December 1, 2007, Section 11.01 of the Plan is amended by deleting from the second sentence the words "The Vice President – Human Resources" of the Company and inserting in their place the words "the Executive Vice President – Human Resources."

10. Effective December 1, 2007, Section 11.07 of the Plan is amended by deleting the second sentence thereof and inserting the following new sentence in its place:

“The Benefit Funds Investment Committee shall have at least three members (but may have more) and shall be made up of officers and employees of the Company. Until December 31, 2007, the Benefit Funds Investment Committee will be the individuals holding the following titles: (i) Senior Vice President - Technical Operations; (ii) Senior Vice President –Treasurer; and (iii) Senior Vice President - Human Resources. Effective January 1, 2008, the Benefit Funds Investment Committee will be the individuals holding the following titles: (i) Senior Vice President - Technical Operations; (ii) Senior Vice President –Treasurer; (iii) Senior Vice President - Human Resources; and (iv) Vice President – Compensation, Benefits and Services.”

11. Except as expressly amended herein, the Plan shall remain otherwise without change.

IN WITNESS WHEREOF, this Amendment has been executed this 30th day of December 2007 but effective as provided herein.

Delta Air Lines, Inc.

DDB

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