

Ninth 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 as of the Collective Bargaining Agreement Implementation Date ("CBAID"), (as that term is defined in the Joint Collective Bargaining Agreement among Delta Air Lines, Inc., Delta Air Lines Master Executive Council, Northwest Airlines Master Executive Council, and the Air Line Pilots Association, International ratified on August 11, 2008 ("JCBA")). The JCBA will become effective upon CBAID, which date is contingent upon the consummation of the merger of Delta Air Lines, Inc. and Northwest Airlines Corporation and certain of their Affiliates (the "Merger"). However, should the Merger not be consummated, CBAID will not occur and the amendments made herein will not become effective, instead becoming null and void.

1. The Introduction of the Plan is amended by adding the following new paragraphs to the end thereof:

"Section 26 V. 8. of the Joint Collective Bargaining Agreement among Delta Air Lines, Inc, the Delta Air Lines Master Executive Council, the Northwest Airlines Master Executive Council and the Air Line Pilots Association, International ratified on August 11, 2008 (the "JCBA"), requires the Northwest Airlines LTD Plan for Pilot Employees as established and maintained the day before the Collective Bargaining Agreement Implementation Date (the "NWA LTD Plan") to be merged into the Delta Pilots Disability and Survivorship Plan (the D&S Plan). The JCBA will become effective upon the Collective Bargaining Agreement Implementation Date ("CBAID"), which date is contingent upon the consummation of the merger of Delta Air Lines, Inc. and Northwest Airlines

Corporation and certain of their Affiliates (the “Merger”),

This Ninth Amendment to the Plan hereby implements such merger of the two plans effective as of the CBAID and further amends the D&S Plan to incorporate the other changes agreed to in the JCBA that shall also be effective on CBAID. After the merger of the plans, the terms and conditions applicable to participants of the NWA LTD Plan eligible to receive long-term disability benefits from that plan will be set forth in Appendix B to the Plan and the disability benefit currently being paid to NWA Disabled Pilots who are participants in the NWA LTD Plan shall be paid after the plan merger date from the D&S Plan. Also, effective as of CBAID, both the Delta Air Lines Disability and Survivorship Trust (the “D&S Trust”) and the Trust established in connection with the NWA LTD Plan (the “NWA LTD Trust”) will make up the Benefit Fund under the D&S Plan and will be available to pay all of the benefits under the D&S Plan (including those of the NWA LTD Plan following the merger of the plans). However, should the Merger not be consummated, CBAID will not occur, and the merger of the plans and amendments made herein will not become effective, instead becoming null and void.”

2. Section 1.06 of the Plan (definition of Benefit Fund) is amended by adding the words “or funds” after the word “fund” in the first sentence thereof.
3. Section One of the Plan is amended by adding the following new Section 1.07A after the existing Section 1.07:

“1.07A CBAID means the Collective Bargaining Agreement Implementation Date as that term is defined in the JCBA.”

4. Section One of the Plan is amended by (i) numbering the definition of

“Domestic Partner” as 1.11A and (ii) adding the following new Sections 1.11B and 1.11C after the newly-numbered Section 1.11A:

“1.11B DPMA means Delta Pilots Mutual Aid.

1.11C DPMA Disability Benefit means the optional supplemental disability benefits payable by DPMA to an eligible DPMA participant or the DPMA equivalent disability benefit described in Section 26 A. 29 of the JCBA, if such benefit is paid instead of the DPMA Disability Benefit.”

5. Section 1.12 of the Plan (definition of Earnings) is amended by deleting clause (5) in the fourth paragraph thereof in its entirety and inserting the following new clause (5) in its place:

“(5) Excess Payments as defined in the Delta Pilots Defined Contribution Plan and the Delta Pilots Savings Plan or the similar payment referred to or defined in the Northwest Airlines Money Purchase Plan for Pilot Employees or the Northwest Airlines Retirement Savings Plan for Pilot Employees.”

6. Section 1.14 of the Plan (definition of Employee) is deleted in its entirety and the following new Section 1.14 is inserted in its place:

“1.14 Employee means any person classified as a pilot by an Employing Company and regularly employed by an Employing Company, including Former NWA Pilots (other than those described in the last sentence of this Section 1.14). The term Employee shall also include a person eligible for benefits from this Plan under Section 2.01 and 2.02. Prior NWA Pilots, NWA Disabled Pilots and Inactive NWA Pilots are not considered Employees under this Plan and are not eligible

for benefits under the Plan, unless provided in Section 2.09 of the Plan.”

7. Section One of the Plan is amended by adding the following new Sections 1.18A and 1.18B after the existing Section 1.18:

“1.18A Former NWA Pilot means a pilot who was an employee of NWA and whose name appeared on the NWA Seniority List on the day preceding CBAID.

1.18B Inactive NWA Pilot means a Former NWA Pilot who on CBAID was not in Active Payroll Status, including, but not limited to, those on furlough, military leave exceeding 30 consecutive days, personal leave, family leave, medical leave, maternity leave or disciplinary suspension. A Former NWA Pilot on union leave and an NWA Disabled Pilot are not Inactive NWA Pilots for purposes of this definition.”

8. Section One of the Plan is amended by adding the following new Sections 1.20A – 1.20H after the existing Section 1.20:

“1.20A NWA means Northwest Airlines, Inc.

1.20B NWA CBA means the terminated NWA pilots’ collective bargaining agreement that was in effect on the day preceding CBAID.

1.20C NWA Disabled Pilot means a Former NWA Pilot whose disabling condition arose prior to CBAID and is eligible for and receiving disability benefits from either the NWA Pension Plan or the NWA LTD Plan on or after CBAID. A Former NWA Pilot who is on NWA sick leave at CBAID is considered a NWA Disabled Pilot while he remains on NWA sick leave after CBAID.

1.20D NWA Excess Plan means the Northwest Airlines Pension

Excess Plan for Pilot Employees as established and maintained the day prior to CBAID.

1.20E NWA LTD Plan means the Northwest Airlines LTD Plan for Pilot Employees, as established and maintained the day prior to CBAID.

Effective as of CBAID the NWA LTD Plan is merged into the Plan and the terms and conditions, as set forth in Appendix B of the Plan, will continue to apply to NWA Disabled Pilots who are eligible to receive a benefit under that plan.

1.20F NWA MP3 means the Northwest Airlines Money Purchase Plan for Pilot Employees as established and maintained the day prior to CBAID.

1.20G NWA Pension Plan means the Northwest Airlines Pension Plan for Pilot Employees as established and maintained the day prior to CBAID. Effective on CBAID, the 18-month rule under Section 22 D. 3. of the NWA CBA will no longer apply.

1.20H NWA Seniority List means the Northwest Airlines Pilots' Integrated System Seniority List."

9. Section 1.21 of the Plan (definition of Participant) is amended by adding the following new sentence after the first sentence thereof:

"A NWA Disabled Pilot who is eligible to receive the benefits provided in Appendix B of the Plan (NWA LTD Plan benefits) is a Participant in the Plan only with respect to those benefits and will not be a Participant with respect to any other benefit under the Plan."

10. Section One of the Plan is amended by adding the following new Section 1.23A after the existing Section 1.23:

“1.23A Prior NWA Pilot means an individual who is not a Former NWA Pilot but whose name appeared on the NWA Seniority List at any date prior to the day preceding CBAID.”

11. Section One of the Plan is amended by adding the following new Section 1.29A after the existing Section 1.29:

“1.29A Top-up Disability Benefit means the supplemental disability benefit for eligible Former NWA Pilots as described in Section 4.05 of this Plan.”

12. Section 2.01 of the Plan is amended by adding the following new sentence after the first sentence thereof:

“A Former NWA Pilot is not eligible for monthly income survivor benefits under Section 5.02 of the Plan.”

13. Section Two of the Plan is amended by adding the following new Section 2.09 to the end thereof:

“Section 2.09 Eligibility of Certain Former NWA Pilots for Benefits

Under This Plan:

(a) An Inactive NWA Pilot is not eligible for benefits under this Plan until he returns to Active Payroll Status under Section 13 C. and Section 15 B., if applicable, of the PWA. At that time he will be eligible for Temporary Disability, Long-Term Disability, and Top-up Disability Benefits (if applicable) under the Plan and the term life insurance benefits described in Section 26 K.1 of the PWA.

(b) A NWA Disabled Pilot who began sick leave after December 15, 2005 and, on CBAID, was either (i) receiving long term disability benefits under the NWA LTD Plan; (ii) on sick leave and will receive disability benefits from the NWA LTD Plan should he exhaust sick leave and vacation leave; or (iii) on unpaid medical leave and is subsequently approved to receive disability benefits from the NWA LTD Plan will remain eligible for those benefits under this Plan after the plan merger on CBAID, if he meets and continues to meet the requirements of Appendix B of the Plan. If, after CBAID, the NWA Disabled Pilot recovers and presents a first class medical certificate to the Company and the Company determines that he meets the applicable physical standards under Section 15 B of the PWA, such pilot, subject to 4.03(e), will at that time be eligible for Temporary Disability, Long-Term Disability, Top-up Disability Benefits (if applicable) under the Plan and term life insurance benefits described in Section 26 K.1. of the PWA.

(c) A NWA Disabled Pilot who was, on CBAID, receiving a disability retirement pension from the NWA Pension Plan or will receive a disability retirement pension from the NWA Pension Plan should he exhaust his sick and vacation leave, will not be eligible for any benefits under this Plan while receiving such disability retirement pension or sick or vacation leave. If, after CBAID, such a NWA Disabled Pilot recovers and successfully completes qualification training, including operating experience, such pilot, subject to Section 4.03(e), will at that time become eligible for the Temporary Disability, Long-Term Disability, and Top-Up Disability Benefits (if applicable) under the Plan and term life

insurance benefits described in Section 26 K. 1. of the PWA. If such pilot does not successfully complete qualification training, including operating experience, he will remain on the disability retirement pension from the NWA Pension Plan.

(d) A NWA Disabled Pilot who, on CBAID was on NWA sick leave will not be eligible for any benefits under this Plan while on NWA sick leave. If he returns to duty immediately from such NWA sick leave status, he will be eligible for the Temporary Disability, Long-Term Disability and Top-Up Disability benefits (if applicable) under the Plan and term life insurance benefits described in Section 26 K.1. of the PWA when he reports to duty.

(e) A Prior NWA Pilot is not eligible for any of the benefits under this Plan.”

14. Section 4.02(b) of the Plan is amended by deleting clause (i) thereof in its entirety and inserting the following new clause (i) in its place:

“(i) is equal to 50% of the weekly average of his highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status immediately preceding the commencement of a period of disability (see section 4.03(e) regarding this calculation for certain Former NWA Pilots); and”

15. Section 4.02(b)(ii) of the Plan is amended by adding the following new subparagraph (3) to the end of subclause (bb) thereof:

“(3) This subparagraph (3) (and not paragraph (1) or (2) above) shall apply to a Former NWA Pilot who is eligible for Temporary Disability Benefits under this

Plan. The following retirement benefit offsets to his Temporary Disability benefit under the Plan will be applied dollar for dollar monthly beginning with the first Temporary Disability benefit payment:

(A) The gross amount of retirement benefits (pro-rated on a weekly basis) actually paid to or on account of the Employee from the NWA Pension Plan and NWA Excess Benefit Plan for any period in which a benefit is paid under this Section 4.02. If such retirement benefits are paid in a form other than a single life annuity, then for purposes of this subparagraph (bb) such amount shall be converted to an actuarially equivalent single life annuity.

(B) The annuity equivalent of benefits paid from the NWA MP3: (i) at the time the first distribution from the NWA MP3 is actually paid after the Participant's Retirement to or on account of the Participant; or (ii) if earlier, at the Participant's age 62. The annuity equivalent of the NWA MP3 will be determine using an interest rate of 7% and mortality assumptions from GAR-94 projected to 2002 Unisex.

(C) At age 62 and older, benefits the pilot is eligible to receive from the NWA Pension Plan and NWA Excess Plan (expressed as a single life annuity) will be offset."

16. Section 4.03(c)(i)(A) of the Plan is amended by deleting subparagraph (1) thereof in its entirety and inserting the following new subparagraph (1) in its place:

“(1) 50% of the average of the Employee’s highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status (see section 4.03(e) regarding this calculation for certain Former NWA Pilots).”

17. Section 4.03(c)(i)(B) of the Plan is deleted in its entirety and the following new Section 4.03(c)(i)(B) is inserted in its place:

“(B) is the amount of retirement benefits paid to or on account of the Employee as described in subparagraph (iii) of this Section 4.03(c), or, in the case of an Employee who is an RRP, as described in subparagraph (iv) of this Section 4.03(c) or for a Former NWA Pilot, as described in subparagraph (v) of this Section 4.03(c).”

18. Section 4.03(c) is amended by deleting the last two sentences of subclause (iii) and adding new subparagraph (v) and a new flush paragraph at the end thereof, as follows:

“(v) For a Former NWA Pilot, a Long Term Disability benefit payable under this Section 4.03(c) (regardless of whether such Long Term Disability benefit is calculated in accordance with subparagraph (1) or (2) of Section 4.03(c)(i)(A)), shall be reduced dollar for dollar by:

(A) The gross amount of retirement benefits actually paid to or on account of the Employee from the NWA Pension Plan and NWA Excess Benefit Plan for any period in which a benefit is paid under this Section 4.03. If such retirement benefits are paid in a form other than a single life annuity, then for purposes of this subparagraph such amount shall be converted to an actuarially equivalent single life annuity using the actuarial

assumptions specified in the NWA Pension Plan; and

(B) The single life annuity equivalent of benefits paid from the NWA MP3: (i) at the time the first distribution from the NWA MP3 is actually paid after the Participant's Retirement to or on account of the Participant; or (ii) if earlier, at the Participant's age 62. The single life annuity equivalent of the NWA MP3 will be determined using an interest rate of 7% and mortality assumptions from GAR-94 projected to 2002 Unisex; and

(C) At age 62 and older, benefits the pilot is eligible to receive from the NWA Pension Plan and NWA Excess Plan (expressed as an actuarially equivalent single life annuity using the actuarial assumptions specified in the NWA Pension Plan).

(D) The single life annuity equivalent of the Participant's account under the Delta Pilots Defined Contribution Plan (the "DC Plan") will offset the benefit payable under this Section 4.03(c): (A) at the time the first distribution from the DC Plan is actually paid, after the Participant's retirement, to or on account of the Participant; or, (B) if earlier, at the Participant's age 62. The single life annuity equivalent of the DC Plan account will be determined using an interest rate of 7% and mortality assumptions from GAR-94 projected to 2002 Unisex.

The reduction of the Long Term Disability benefit described in subparagraph (iii), (iv) and (v) shall first be applied to reduce the level fixed portion of the Long Term Disability 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

Long Term Disability benefit.”

19. The introductory paragraph to Section 4.03(d) of the Plan is deleted in its entirety and the following new paragraph is inserted in its place:

“(d) This Section 4.03(d) will apply in the case of a disabled Employee, who, after November 11, 2004, returns to Active Work with a First Class medical certificate, other than a disabled Former NWA Pilot described in 4.03(e), below:”

20. Section 4.03 of the Plan is amended by (i) relettering subsection (e) as subsection (f) and (ii) adding the following new subsection (e) before the newly-relettered subsection (f):

“(e) (i) If, after a Disabled NWA Pilot described in Section 2.09 (b) presents a first class medical certificate to the Company and the Company determines that he meets the applicable physical standards under Section 15 B of the PWA , such Pilot again becomes disabled for the same disability within twelve months of his return to Active Payroll Status, then his disability benefits will be the same dollar amount previously paid to him under the NWA LTD Plan and the terms of the NWA LTD Plan (as set forth in Appendix B of the Plan) shall apply in all other respects. If such a Pilot returns to work (in the manner described in the preceding sentence) and again becomes disabled for a different disability or at least twelve months after his return to Active Payroll Status, then his disability benefits will be calculated and paid under the terms of this Plan (other than Appendix B). For purposes of this calculation, to the extent that the Pilot’s Earnings do not fill the entire twelve or thirty-six month measurement

period referred to under Sections 4.02(b)(i) and 4.03(c)(i)(A)(1), then amounts paid while the Pilot was an NWA airman (to the extent such amounts would meet the definition of Earnings under this Plan, if such Earnings had been paid by the Company) will be considered in the determination of the Pilot's Earnings.

(ii) If, after a Disabled NWA Pilot described in Section 2.09 (c) successfully completes qualification training, including operating experience, such Pilot again becomes disabled for the same disability within twelve months of his return to Active Payroll Status, then his disability benefits will be calculated and paid under the terms of the NWA LTD Plan (as set forth in Appendix B of the Plan), not the NWA Pension Plan. If such a Pilot returns to work (in the manner described in the preceding sentence) and again becomes disabled for a different disability or at least twelve months after his return to Active Payroll Status, then his disability benefits will be calculated and paid under the terms of this Plan (other than Appendix B). For purposes of this calculation, to the extent that the Pilot's Earnings do not fill the entire twelve or thirty-six month measurement period referred to under Sections 4.02(b)(i) and 4.03(c)(i)(A)(1), then amounts paid while the Pilot was an NWA airman (to the extent such amounts would meet the definition of Earnings under this Plan, if such Earnings had been paid by the Company) will be considered in the determination of the Pilot's Earnings."

21. Section Four of the Plan is amended by adding the following new Section 4.05 to the end thereof:

"4.05 Top-up Disability Benefits:

(a) Eligibility: To be eligible for a Top-Up Disability Benefit under the Plan, a Former NWA Pilots must meet the following requirements:

- (i) His disability must qualify him for temporary disability or long-term disability benefits under this Section 4 of the Plan.
- (ii) He must have elected DPMA coverage when he was first eligible to elect such coverage, and he must have maintained such coverage continuously thereafter (unless and until such coverage was no longer available to him for reasons beyond his control).
- (iii) He remains disabled after having reached either of the benefit duration limits under the DPMA Disability Benefit (single disability event 12-month limit or the lifetime 24-month limit); and
- (iv) The number of hours in the Former NWA Pilot's NWA sick leave bank after the adjustments determined in (A) – (D) below is greater than zero. A Former NWA Pilots' NWA sick leave bank will be equal to the NWA sick leave balance after the adjustments under Section 14 N.1. of the PWA and will be further reduced by:

(A) If the sick leave bank, after the adjustments under Section 14 N.1. of the PWA is over 1200 hours, it will be reduced for each sick leave credit hour that the Former NWA Pilot uses beginning on the June 1 following CBAID (or in the case of a NWA Disabled Pilot or Inactive NWA Pilot, beginning the June 1 following the date the Pilot returns and becomes eligible for this Plan as described in Section 2.09) and once it is reduced to 1200 hours it will be reduced for each sick leave credit

hour he uses which is in excess of 60 hours that sick leave year and each sick leave credit hour he uses which is in excess of 60 hours in any sick leave year thereafter;

(B) If the sick leave bank, after the adjustment under Section 14 N.1. of the PWA is 1200 hours or less, it will be reduced for each sick leave credit hour he uses beginning on the June 1 following CBAID (or in the case of a NWA Disabled Pilot or Inactive NWA Pilot, beginning the June 1 following the date the Pilot returns and becomes eligible for this Plan under Section 2.09) which is in excess of 60 hours in any sick leave year.

(C) The reduction described in (A) or (B) will occur on the date that the Former NWA Pilot actually receives his next allocation of sick leave credit hours under Section 14 D. 1 of the PWA.

(D) For each month a Former NWA Pilot receives DPMA disability benefits or Top-Up Disability Benefits, the NWA sick leave bank will be reduced by 80 hours (and will be reduced on a prorated basis for each partial month).

(b) Amount of Top-Up Disability Benefit:

The Top-Up Disability Benefit is equal to 50% of the product of 80 hours multiplied by the Former NWA Pilot's Composite Hourly Rate, as described in Section 4.03(c)(1)(A)(2), and subject to Section 4.05(c) of

the Plan, will be paid monthly until the end of the disability period or, if earlier, until the time he exhausts the number of hours remaining in his NWA sick leave bank, adjusted as described in Section 4.05(a)(iv)(A)-(D), above.

(c) Limit on Top-Up Disability Benefit:

When a Former NWA Pilot has received a combined total of 24 months of DPMA Disability Benefits and Top-Up Disability benefits, no further Top-Up disability benefits will be paid. Provided, however, if a Former NWA Pilot who had a NWA sick leave bank balance of more than 1920 hours after the adjustment under Section 14 N 1. of the PWA, the maximum duration of DPMA Disability Benefits and Top-Up Disability Benefits may be greater than 24 months. This number of months will be determined by taking the number of hours in his NWA sick leave bank after the adjustment in Section 14 N 1 and dividing it by 80. This provision does not mean that each such Former NWA Pilot will receive this greater number of months of Top-Up Disability benefits or DPMA Disability Benefits since he must meet the requirements of Section 4.05(a) and his NWA sick leave bank balance is still subject to the reduction as described in Section 4.05(a)(iv), above .

(d) Other: The Company may elect to pay Top-Up Disability Benefits from the Benefit Fund, subject to the requirements in Section 10.02(c) of the Plan.”

22. Section 5.02(a) of the Plan is amended by adding the following sentence to the end thereof:.

“A Former NWA Pilot is not eligible for monthly income survivor benefits under Section 5.02 of the Plan.”

23. Section 10.02 of the Plan is amended by adding the following new subsection (c) to the end thereof:

“(c) Effective with the calendar quarter containing CBAID, the Company will contribute to the Delta Pilots Disability and Survivorship Trust (the D&S Trust) within 60 days after the end of each calendar quarter an amount of money equal to the actual amount of disability benefits (i.e. temporary disability, long-term disability and Top-Up Disability benefits) paid from the D&S Trust (but not the NWA LTD Trust) to a Former NWA Pilot. In addition, the actual amount of premiums paid from the D&S Plan and D&S Trust to provide the basic and retiree life insurance described in Section 26 K of the PWA for Former NWA Pilots for that calendar quarter will also be contributed to the Trust.”

24. Section 10.03 of the Plan is deleted in its entirety and the following new Section 10.03 is inserted in its place:

“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. The Benefit Fund may consist of any combination of trust funds and insurance contracts, and effective on CBAID will include both the Delta Pilots Disability and Survivorship Plan and the NWA LTD Trust. 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.

Until there is a joint payroll system for Delta and Northwest after the Merger, a Former NWA Pilot who first disables after CBAID and is eligible for benefits under this Plan, will have his payments paid from the Benefit Fund, unless paid from general assets of the Company.”

25. Section 10.05 of the Plan is amended by adding the following new sentence after the first sentence thereof:

“The NWA LTD Trust and the Delta Pilots D&S Trust shall both be available to pay all benefits under the Plan.”

26. Section 10.07 of the Plan is amended by adding the following new sentence to the end thereof:

“This overpayment provision will be applicable to the benefits described in Appendix B to the Plan with respect to overpayments first discovered on and after CBAID.”

27. The Plan is amended by adding the NWA LTD Plan as Appendix B thereof.

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

IN WITNESS WHEREOF, this Amendment has been executed this 29th day
of October, 2008, but effective as provided herein.

Delta Air Lines, Inc.

By: *Beta Johnston*

DOB

Senior Vice President-Human Resources