

Second Amendment
Delta Pilots Disability and Survivorship Plan
(As Amended and Restated Effective January 1, 2011)

The Delta Pilots Disability and Survivorship Plan (as amended and restated effective January 1, 2011) is hereby amended effective as of the dates set forth below.

1. Effective December 31, 2013, Section 1.42 of the Plan is deleted and the following new Section 1.42 is inserted in its place:

1.42 Retired means the termination of employment of a pilot (or 13 B. 3. pilot, as defined in the PWA) under circumstances that:

- (i) enable him to receive an early, normal or deferred retirement benefit from the Pension Benefit Guaranty Corporation under the terminated Delta Pilots Retirement Plan; or
- (ii) would have enabled him to receive an early, normal or deferred retirement benefit from the Delta Pilots Defined Contribution Plan (“DC Plan”), assuming the DC Plan had not been terminated and that he had an account under the DC Plan; or
- (iii) enable him to receive an early, normal, late or deferred retirement pension (but not a terminated vested benefit) under the NWA Pension Plan.

For purposes of this Section 1.42, a NWA Disabled Pilot is not considered Retired. This Plan restatement effective January 1, 2011, and any amendments thereto, does not apply to an individual who Retired or had reached age 60 on or before June 1, 2006 and was not on the Delta Pilots System Seniority List on or after June 1, 2006 (see the Plan Introduction).

2. Effective December 31, 2013, Section 4.02(b)(ii)(bb)(3) is deleted and the following new Section 4.02(b)(ii)(bb)(3) is inserted in its place:

(3) This subparagraph (bb)(3) (and not subparagraphs (bb)(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 actually paid to or on account of the Employee from the NWA Pension Plan and NWA Excess

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 at the time the first distribution from the NWA MP3 is actually paid after the Participant Retired, to or on account of the Participant. The 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. Note: This provision will not apply to temporary disability benefits that (i) commence after December 31, 2013; or (ii) commenced on or before December 31, 2013 but were not actually being offset by the NWA MP3 benefit as of December 31, 2013.

3. Effective December 31, 2013, Section 4.03(c)(ii) is amended to read as follows:

“(ii) If retirement benefits are paid for any month for which a Long-Term Disability Benefit is payable under this Section 4.03(c), then the amount of such Long-Term Disability Benefit shall be reduced dollar for dollar (on a monthly basis) by:

(A) the retirement benefits actually paid by the PBGC (on a monthly basis) attributable to the terminated Retirement Plan. If such retirement benefits are paid in a form other than a single life annuity, then for purposes of this Section 4.03(c) such amount shall be converted to an actuarially equivalent single life annuity, using for this purpose, the Actuarial Equivalent as that term is defined in the Retirement Plan; and

(B) the annuity equivalent of the Participant’s account under the Delta Pilots Defined Contribution Plan (the “DC Plan”) at the time the first distribution from the DC Plan is actually paid, after the Participant Retired, to or on account of the Participant. The 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. Note: This provision will not apply to Long-Term Disability Benefits that (i) commence after December 31, 2013; or (ii) commenced on or before December 31, 2013 but were not actually being offset by the DC Plan benefits (including the NWA MP3 benefits) as of December 31, 2013.

4. Effective December 31, 2013, Section 4.03(c)(iii)(B) and (C) are amended to read as follows:

(B) 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)(ii). The amount of this offset is determined as of the first date benefits under the DC Plan are (or were) actually paid to him. Note: This provision will not apply to Long-Term Disability Benefits that (i) commence after December 31, 2013; or (ii) commenced on or before December 31, 2013 but were not actually being offset by the DC Plan benefits (including NWA MP3 benefits) as of December 31, 2013.

(C) 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)(ii). Note: This provision will not apply to Long-term Disability Benefits that (i) commence after December 31, 2013; or (ii) commenced on or before December 31, 2013 but were not actually being offset by the DC Plan benefits (including NWA MP3 benefits) as of December 31, 2013.

5. Effective December 31, 2013, Section 4.03(c)(iv)(B) and (C) are amended to read as follows:

(B) The single life annuity equivalent of benefits paid from the NWA MP3 at the time the first distribution from the NWA MP3 is actually paid after the Participant Retired, to or on account of the Participant. 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. Note: This provision will not apply to Long-Term Disability Benefits that (i) commence after December 31, 2013; or (ii) commenced on or before December 31, 2013 but were not actually being offset by the NWA MP3 benefits as of December 31, 2013; and

(C) 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) at the time the first distribution from the DC Plan is actually paid, after the Participant Retired, to or on account of the Participant. 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. Note: This provision will not apply to Long-Term Disability Benefits that (i) commence after December 31, 2013; or

(ii) commenced on or before December 31, 2013 but were not actually being offset by the DC Plan benefits as of December 31, 2013.

6. Effective for the month of January, 2014 and each month thereafter, Section 3.1.2(e) of Appendix B to the Plan (the NWA LTD Plan) is deleted and the following new Section 3.1.2(e) is inserted in its place:

(e) The amount of the LTD Benefit payable on the last day of a calendar month shall be offset (but not to the extent that the LTD Benefit would be reduced to less than zero) by the amount of the pension benefit actually paid to the Participant under the Pension Plan on the last day of such calendar month.

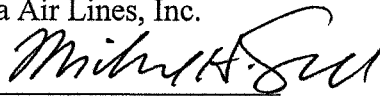
7. Effective for the month of January, 2014 and each month thereafter, Section 3.1.3 of Appendix B to the Plan (the NWA LTD Plan) is deleted and the following new Section 3.1.3 is inserted in its place:


3.1.3 Commencement of LTD Benefit. The LTD Benefit is a benefit payable monthly, the first such payment to be due on the last day of the calendar month following the calendar month in which the LTD Date occurs or, if later, on the last day of the calendar month following the calendar month in which the Administrative Committee receives a substantially completed application.

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

IN WITNESS WHEREOF, this Amendment has been executed the 21st day of December, 2013 but effective as provided herein.

Delta Air Lines, Inc.

By: 

 Executive Vice President – Human Resources & Labor Relations