

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

Except as otherwise provided in any provision below, the Delta Pilots Disability and Survivorship Plan, as amended and restated effective July 1, 1996 (the "Plan"), is hereby amended effective as of September 1, 2001 (the "Effective Date").

1. Section 1.12 of the Plan shall be deleted in its entirety and the following new Section 1.12 shall be inserted in its place as follows.

"1.12 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 not reduced by pre-tax deferrals under the Delta Family-Care Savings Plan or pre-tax contributions to a plan maintained for Employees of the Company under Section 125 of the Code. Earnings shall also include, in the month in which paid, incentive compensation, bonuses, and profit sharing payments, including payments under the Delta Air Lines Inc. Pilots Profit Sharing Program established effective May 1, 1996, that are paid on or after September 1, 2001.

For Event Dates after May 1, 2000, any lump sum payment required by the retroactivity of pay rates under Section 3 of the Pilot

Working Agreement will be included in Earnings as if the pay increases resulting in such retroactive payment had been in effect on May 1, 2000, regardless of when the lump sum is actually paid.

For Employees who retire after May 1, 2000, for purposes of the calculation of monthly income survivor benefits under Section 5.02(c)(iv) only, Earnings shall include in the Employee's final month of Earnings amounts paid after retirement or disability for Bow Wave and Full Service Bank hours, each as described in Section 12 of the Pilot Working Agreement.

Earnings shall not include: (1) amounts constituting reimbursements for expenses and expense allowances; (2) relocation incentive benefits paid in accordance with Section 6.B.2 or 6.B.3 of the Pilot Working Agreement on or after July 1, 2001; (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. Any amounts paid or reported as income to the Employee in connection with the issuance and/or exercise of stock options under a plan of the Company applicable to Employees shall not be counted as Earnings under this Plan.

Notwithstanding the foregoing, during the Abeyance Period (as defined in the Letter Agreement dated October 5, 1994 between the Company and the Air Line Pilots Association (the "Letter Agreement")), Earnings equaled 1.02 times Earnings (as otherwise defined in the Plan at that time). When the Delta Master Executive Council called for a

retroactive payment of all deferred pay pursuant to paragraph 6 of the Letter Agreement, then (1) no recomputation of Earnings was made with respect to such retroactive payment; and (2) such retroactive payment was excluded from the calculations of Earnings hereunder.”

2. Effective for pre-retirement survivor benefits that are paid to survivors of eligible Employees who die on or after the Effective Date, the Plan is hereby amended to delete the first sentence of Section 1.18 and insert in its place the following new sentence:

“Final Average Earnings means the monthly average determined by dividing the highest sum of the Earnings in any 12 consecutive months in which there are Earnings, or all consecutive months if there are less than 12 consecutive months, in the last 36 months of an Employee’s Continuous Employment immediately preceding the Employee’s last day on Active Payroll Status prior to his death by the number of complete consecutive calendar months included in such period.”

3. The Plan is hereby amended to add the following new definitions to Section One (Definitions) of the Plan as follows. The definition of Domestic Partner shall be effective on January 1, 2002:

“Qualified Health Professional means a person who is a member of a category of health care professionals determined to be appropriate by the Plan Administrator for the treatment of the disabling condition, including but not limited to the categories of physician, surgeon, osteopath and chiropractor, as well as any

other category of professional designated by the Plan Administrator as a Qualified Health Professional”.

“Domestic Partner means a person who meets the eligibility criteria and requirements established by the Company for the purpose of determining whether a person is eligible for domestic partner benefits under the Company’s non-pilot benefit plans, as those criteria and requirements may change from time to time.”

4. Effective January 1, 2002, the Plan is hereby amended to add to the end of Section 1.13 the following new sentences:

“An Employee’s Domestic Partner shall be considered an Eligible Family Member for purposes of the monthly survivor income benefits under Section Five of this Plan only if, to the extent of, and so long as the Domestic Partner of any other employee of the Company is considered an eligible family member for purposes of the monthly survivor income benefits under the Delta Family-Care Disability and Survivorship Plan. Notwithstanding the foregoing sentence, a Domestic Partner acquired after retirement or disability is not considered an Eligible Family Member under this Plan and a Domestic Partner acquired during a period when the Employee is not in Active Work is not considered an Eligible Family Member under this Plan unless and until the Employee returns to Active Work.”

5. The Plan is hereby amended to add the following new definition to Section One (Definitions) of the Plan, as follows; to delete Section 1.31 (defining "Working Agreement"); and to substitute the term "Pilot Working Agreement" for "Working Agreement," wherever the latter term appears in the Plan:

"Pilot Working Agreement" means the working agreement between the Company and the Air Line Pilots in the Service of the Company, that became generally effective on July 1, 2001 and as amended from time to time."

6. Effective July 1, 2001, clause (a) and (b) of Section 2.03 are deleted in their entirety and a new clause (a) and (b) are inserted in their place as follows:

"(a) through the first 30 days after furlough pay ends, and, if longer, for purposes of determining eligibility for the Lump Sum Death Benefit only, during the entire period the Employee would be eligible for furlough pay (under Section 21.B.3) in the absence of Section 21.B.9 of the Pilot Working Agreement; (b) through the first 30 days of disciplinary suspension, or in the case of eligibility for the Lump Sum Death Benefit only, for up to 60 days while suspended without pay;"

7. Effective for Event Dates that occur on or after the Effective Date, the Plan is hereby amended to delete the first sentence of Section 4.02(a) and insert in its place the following new sentence:

"An Employee shall qualify for Temporary Disability benefits during any period of time in which he is prevented from performing the duties of his occupation solely because of injury, pregnancy, sickness or disease (including natural deterioration)."

8. Effective for Event Dates that occur on or after the Effective Date, the Plan is hereby amended by deleting Section 4.02(c) of the Plan and inserting in its place a new Section 4.02(c) of the Plan as follows:

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

- (i) Until the Employee has been seen and treated personally for the disabling condition by his Qualified Health Professional;
- (ii) For any day on which the Employee is not in compliance with his Qualified Health Professional’s recommended treatment for the disabling condition, as provided in writing to the Employee (e.g., statement, report, office notes, prescription); provided, however, that the Employee shall not be considered out of compliance if the Employee elects not to undergo any recommended treatment involving an invasive or experimental procedure; or
- (iii) For any day for which the Employee receives salary or other compensation from an Employing Company.”

9. Effective for Event Dates that occur on or after the Effective Date, the Plan is hereby amended to delete Section 4.03(a) of the Plan in its entirety and insert a new Section 4.03(a) in its place as follows:

“(a) Requirements: Following the later of expiration of his Temporary Disability Benefit period, or exhaustion of his paid sick leave and/or accident leave, an Employee shall be eligible for Long Term Disability Benefits, paid in

an amount determined under Section 4.03(c), provided:

(i) he has met the requirements to be eligible to receive Temporary Disability Benefits under Section 4.02(a) (whether or not he actually received Temporary Disability Benefits), and is not eligible to exercise the privileges of his First Class Medical Certificate; or

(ii) solely for purposes of this Section 4.03(a), the Company determines that he does not meet the standards established by the FAA for the issuance of a First Class Medical Certificate, including the FAA waiver and restriction policy.”

10. For Event Dates that occur on or after the Effective Date, the Plan is hereby amended by deleting Section 4.03(b) of the Plan in its entirety and inserting a new Section 4.03(b) of the Plan in its place as follows:

“(b) Continuation of Eligibility:

(i) After an Employee has become eligible for and is receiving Long Term Disability benefits, the Administrative Committee may require him to submit proof of continuing disability periodically. Such proof of continuing disability shall consist of submission to the Administrative Committee by his Qualified Health Professional of documentation proving that the Employee remains disabled under the terms of the Plan. An Employee will not be required to submit such proof more than once a quarter, during the first two years that the Employee is receiving Long Term Disability benefits, and not more than once a year thereafter, during the period that he retains

and accrues Seniority under the Pilot Working Agreement. Except as provided in the next sentence, the Employee's disability will be considered permanent and no further proof will be required once his name is removed from the Seniority List or ten years after his Event Date. However, if an Employee's name is removed from the Seniority List (other than under Pilot Working Agreement Section 13 B. 3.) on or after October 1, 2002, then he may be required to submit proof of his continuing disability no more than once a year during the first two years after the date of such removal from the Seniority List. After such two year period, the Employee's disability will be considered permanent and no further proof will be required.

(ii) Long Term Disability benefit payments will not be paid during any period of time that an Employee is not in compliance with his Qualified Health Professional's recommended treatment for the disabling condition, as provided in writing to the Employee (e.g., statement, report, office notes, prescription); provided, however, that the Employee shall not be considered out of compliance if the Employee elects not to undergo any recommended treatment involving an invasive or experimental procedure. The Long Term Disability benefit payments will be reinstated when the Employee submits proof that he is in compliance with his Qualified Health Professional's written recommended treatment."

11. Section 4.03(c)(ii) of the Plan is hereby amended to add at the end thereof the following new sentence:

"This paragraph (ii) shall not apply to Long Term Disability payments made under the Plan on or after September 1, 2001, regardless of whether the Employee became disabled before or after such date".

12. Effective for Lump Sum Death Benefit payments that are made on account of the death of an Employee on or after July 1, 2001, the Plan is hereby amended to delete the first sentence of Section 5.01(c) and to insert in its place the following new first sentence:

"The Lump Sum Death Benefit shall be 600% of the eligible Employee's annualized basic rate of pay, to a maximum Lump Sum Death Benefit of \$50,000."

13. Effective for the survivors of pilots who die on or after the Effective Date, Section 5.02(b) of the Plan is hereby deleted in its entirety and the following new Section 5.02(b) shall be inserted in its place as follows:

"(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 the Spouse until the date the Spouse dies."

14. Effective for pre-retirement survivor benefits that are made on account of the death of an Employee on or after July 1, 2001 , Section 5.02(c)(i)(bb), 5.02(c)(ii)(bb) and 5.02(c)(iii)(bb) (as those provisions existed on that date) shall be deleted from the Plan.

15. Effective for survivor benefits that are paid to the eligible survivors of Employees who die on or after the Effective Date, Sections 5.02(c)(i), (ii) and (iii) are hereby deleted in their entirety new Sections 5.02(c)(i), (ii) and (iii) are inserted in their place as follows.

“(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) (unless the only surviving Eligible Family Members are Children, in which case (bb) will not apply, and there will be no reduction) 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 of the monthly Qualified Preretirement Spouse Benefit (QPRSB) payable from the Retirement Plan (regardless of whether or not such QPRSB is paid to an Eligible Family Member) for the same month; provided, however, the reduction required under this subsection (bb) shall not exceed the amount of the survivor income benefit under this Section 5.02(c) that would be payable if the Spouse were the only Eligible Family Member (i.e. initial benefit of 25% of Final Average Earnings and all variable adjustments thereafter). Further provided, the reduction hereunder will not include any amount of the QPRSB that is paid to an alternate payee under a qualified domestic relations order only if the domestic relations order that becomes the qualified domestic relations order was issued by the appropriate authority before January 1, 2002, or has been submitted to the Plan Administrator (for its determination) before January 1, 2002. The variable portion of the QPRSB shall reduce the variable portion of the monthly survivor income benefit (as described in Section 6.02) under this Plan and the fixed level portion of the QPRSB shall

reduce the fixed level portion of the monthly survivor income benefit (as described in Section 6.02) under this Plan on a dollar for dollar basis. The variable portion of the QPRSB shall reduce the fixed level portion of the monthly survivor benefit of this Plan (and the fixed level portion of the QPRSB will reduce the variable portion of the monthly survivor benefit of this Plan) only if necessary to achieve the full reduction required by this subparagraph (bb).

(ii) If death occurs while the Employee is on Active Payroll Status at or after age 50, a monthly income benefit of (aa) reduced by (bb) (unless the only surviving Eligible Family Members are Children, in which case (bb) will not apply, and there will be no reduction), 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 of the monthly Qualified Preretirement Spouse Benefit (QPRSB) payable

from the Retirement Plan (regardless of whether or not such QPRSB is paid to an Eligible Family Member) for the same month; provided, however, the reduction required under this subsection (bb) shall not exceed the amount of the survivor income benefit under this Section 5.02(c) that would be payable if the Spouse were the only Eligible Family Member (i.e. initial benefit of 30% of Final Average Earnings and all variable adjustments thereafter). Further provided, the reduction hereunder will not include any amount of the QPRSB that is paid to an alternate payee under a qualified domestic relations order only if the domestic relations order that becomes the qualified domestic relations order was issued by the appropriate authority before January 1, 2002, or has been submitted to the Plan Administrator (for its determination) before January 1, 2002. The variable portion of the QPRSB shall reduce the variable portion of the monthly survivor income benefit (as described in Section 6.02) under this Plan and the fixed level portion of the QPRSB shall reduce the fixed level portion of the monthly survivor income benefit (as described in Section 6.02) under this Plan on a dollar for dollar basis. The variable portion of the QPRSB shall reduce the fixed level portion of the monthly survivor benefit of this Plan (and the fixed level portion of the QPRSB

will reduce the variable portion of the monthly survivor benefit of this Plan) only if necessary to achieve the full reduction required by this subparagraph (bb).

Further provided, that the monthly income benefit payable after the date on which the Employee would have attained age 65, prior to the reduction set forth in clause (bb), above, 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. Such recalculated amount shall be reduced by the amount set forth in clause (bb), above.

(iii) If death occurs while the Employee is receiving monthly disability benefits from this Plan (but before retirement under the Retirement Plan), the Monthly Survivor Income Benefit shall be equal to (aa) reduced by (bb) (unless the only surviving Eligible Family Members are Children, in which case (bb) will not apply) where:

(aa) is the greater of:

- (1) 50% of the rate of the monthly disability benefit then being paid (or to be paid) to the Employee immediately prior to his death; or

- (2) the amount of Monthly Survivor Income Benefit that would have been paid under Section 5.02(c)(i) or (ii) (including the last paragraph of Section 5.02(c)(ii)) had the Employee died from Active Payroll Status; and
- (bb) is the amount of the monthly Qualified Preretirement Spouse Benefit (QPRSB) payable from the Retirement Plan (regardless of whether or not such QPRSB is paid to an Eligible Family Member) for the same month; provided, however, the reduction required under this subsection (bb) shall not exceed the amount of the survivor income benefit under this Section 5.02(c) that would be payable if the Spouse were the only Eligible Family Member (i.e. initial benefit of 30% or 25% of Final Average Earnings (depending on the age of the Participant at the time of his death) and all variable adjustments thereafter or, if greater, 50% of the rate of the disability benefit being paid at death and all variable adjustments thereafter). Further provided, the reduction hereunder will not include any amount of the QPRSB that is paid to an alternate payee under a qualified domestic relations order only if the domestic relations order that becomes the qualified domestic relations order was issued by the appropriate authority before January 1, 2002, or has been submitted to the Plan Administrator (for its

determination) before the January 1, 2002 The variable portion of the QPRSB shall reduce the variable portion of the monthly survivor income benefit (as described in Section 6.02) under this Plan and the fixed level portion of the QPRSB shall reduce the fixed level portion of the monthly survivor income benefit (as described in Section 6.02) under this Plan on a dollar for dollar basis. The variable portion of the QPRSB shall reduce the fixed level portion of the monthly survivor benefit of this Plan (and the fixed level portion of the QPRSB will reduce the variable portion of the monthly survivor benefit of this Plan) only if necessary to achieve the full reduction required by this subparagraph (bb).”

16. Effective July 1, 2000, the third paragraph of Section 6.02 of the Plan is deleted and the following new third paragraph is inserted in its place in order to acknowledge, confirm and memorialize the way in which the change in the variable portion of the Plan benefit contemplated by Section 6.02 of the Plan has been calculated and to include such methodology and practice in the Plan.

“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 five year weighted average (using the five preceding calendar years, using weights of 5,4,3,2 and 1 for the most recent calendar year and each of the four preceding calendar years respectively) of the weighted average yield (using a value weighted formula) for each such year of: (i) the Benefit Fund, and (ii) the Pension Fund established under the Retirement Plan. 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 & Poor's Index (including dividends) for that year; and
(b) is 6.5%.

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 Section 4.03 and 5.02."

17. Effective for Plan claims filed on or after the Effective Date, Section 7.01 of the Plan is deleted in its entirety and a new Section 7.01 is inserted in its place follows.

7.01 Filing a Claim:

(a) 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.

(b) Claims for Temporary Disability benefits must be filed within 180 days after the Event Date. Claims for Long Term Disability benefits must be made within 180 days of the expiration of the Temporary Disability period. Any claim received after these dates shall not be valid, unless the Administrative Committee shall, in accordance with ERISA, determine that an extension of the above claim deadlines may be made in such case.”

18. Section 7.06 of the Plan is deleted in its entirety and a new Section 7.06 is inserted in its place as follows:

“7.06 Grievance: Following exhaustion of the claims review procedures described in Section 7.03 and 7.04, a claim for disability benefits or survivor benefits that remains denied and exceeds \$1,000 may be grieved in accordance with the Letter of Agreement between the Company and the Air Line Pilots Association establishing the Benefit Review Board.”

19. Effective as to overpayments as to which the Plan initiates the repayment and/or recoupment process on or after the Effective Date, the Plan is amended to delete Section 10.07 and add a new Section 10.07 in its place as follows:

“10.07 Overpayments: Except in the case of an overpayment described in Section 12.06(b), in the event of an overpayment from this Plan, a Participant will be notified in writing of the circumstances resulting in the overpayment and the amount of the overpayment. The Participant will be informed that he has 45 days from the date of the letter to contact the Plan to make arrangements for repayment. The letter will advise the Participant that if contact is not made within the 45 day period the Plan will recoup the overpayment in equal installments over the next six months from payments due from the Plan, without interest. If requested by the Participant during the 45 day period, an alternate arrangement will be made to permit repayment in equal monthly installments over a period of up to 48 months, without interest. In the event there are insufficient future monthly payments due from the Plan, repayments will be made by the Participant in equal monthly installments over the established repayment period (six months or up to 48 months), without interest. In the event of default in payment of one or more installments, the entire amount will become immediately due and the Plan Administrator may pursue collection of such amount (including interest and collection fees) to the full extent permitted by law.”

20. Effective on the Effective Date, Section 12.06 is deleted in its entirety and a new Section 12.06 is inserted in its place as follows:

"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 amounts of benefits shall be adjusted on the basis of the facts and:

- (a) the amount of any underpayment theretofore made to such person shall be adjusted, as the Administrative Committee shall direct;
- (b) the amount of any overpayment that resulted from such person's material misstatement or omission that is determined by clear or convincing evidence to have been made with an intent to defraud the Plan shall be recovered or shall be deducted from any succeeding benefit payments due, as the Administrative Committee shall direct; and
- (c) the amount of any overpayment not described in (b) shall be repaid or recouped as provided in Section 10.07."

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

IN WITNESS WHEREOF, this Amendment has been executed
this 25 day of Nov, 2002 but effective as provided herein.

Delta Air Lines, Inc.

DRB

By: *Robert A. Cohen*
Executive Vice President -
Human Resources