

AMENDMENT TO THE DELTA PILOTS
DISABILITY AND SURVIVORSHIP PLAN

Effective January 1, 1976, the DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN (the "Plan") is hereby amended as follows:

1. The following is hereby adopted as Section 1.24 of the Plan:

ENROLLED ACTUARY: An individual who is registered as an Enrolled Actuary by the Joint Board for the Enrollment of Actuaries or its successors.

2. Section 10.02 of the Plan is hereby amended to read as follows:

CONTRIBUTIONS BY THE EMPLOYING COMPANIES: The Administrative Committee shall engage an Enrolled 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 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.

3. Section 10: of the Plan is hereby amended to read as follows:

BENEFIT FUND: The Company shall establish a Benefit Fund to which the funds accumulated in connection with any Prior Plan shall be transferred to the extent indicated in Section 9 (Prior Plans), and into which shall be paid the contributions under this Plan of each Employing Company. 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 Administrative 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.

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 shall have any financial interest in or right to the Benefit Fund or part thereof, except as expressly provided for in the Plan.

Notwithstanding anything herein to the contrary, upon the Employing Company's request, a contribution which was made by a mistake of fact, or conditioned upon qualification of the Plan or any amendment thereof, or upon deductibility

of the contribution under SECTION 404 OF THE INTERNAL Revenue Code of 1954, shall be returned to the Employing Company within one year after the payment of the contribution, the denial of qualification, or the disallowance of the deduction (to the extent disallowed), whichever is applicable.

Benefit payments shall be paid directly to the participant or beneficiary from the Benefit Fund or from insurance policies entered into to implement the Plan or from both.

Such payments shall be made upon the written order of the Administrative Committee or its delegate.

Resources for benefit payments are limited to the Benefit Fund, except as may be required of Employing Companies by the Pension Benefit Guaranty Corporation by law in connection with plan termination.

4. Section 11.01 of the Plan is hereby amended to read as follows:

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 11.08 of this Plan), the exclusive power to interpret it, and the responsibility for carrying out its provisions are vested in an 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 and Vice Chairman of the Administrative Committee and the Board of Directors shall designate a Secretary and Assistant Secretaries as needed. 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 members of the Administrative Committee shall be the named fiduciaries of the Plan for purposes of operation and administration of the Plan.

5. Section 11.03 of the Plan is hereby amended to read as follows:

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 Benefit Fund be used for the purposes described in subparagraphs (b) and (c) above.

6. Section 11.04 of the Plan is hereby amended to read as follows:

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.

7. Section 11 of the Plan is hereby deleted.
8. Section 11.06 of the Plan is hereby amended to read as follows and is redesignated Section 11.05 and all references in the Plan to this Section are amended accordingly:

INDEMNIFICATION: The Company shall indemnify each Finance Committee member, each Administrative Committee member, and each other person who is an Employee and who is 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 of omission or commission performed by him as a Finance Committee or Administrative Committee member or as such other person who is an Employee and who is 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 their 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 so to 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 a 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).

9. Section 11.07 of the Plan is hereby amended to read as follows and is redesignated Section 11.06 and all references in the Plan to this Section are amended accordingly:

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.

10. Section 11.08 of the Plan is hereby amended to read as follows and is redesignated Section 11.07 and all references in the Plan to this Section are amended accordingly:

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 Employee 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 Participant, retired Participant, or Beneficiary 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 by Participants or Beneficiaries filing applications for benefits;
- (f) To prepare and distribute, in such manner as the Administrative Committee determines to be appropriate, information explaining the Plan;
- (g) To decide all questions concerning the Plan;
- (h) To furnish the Board of Directors, 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 powers and duties as set forth in Section 11.03 (Delegation of Duties).

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

11. Section 11.09 of the Plan is hereby amended to read as follows and is redesignated Section 11.08 and all references in the Plan to this Section are amended accordingly:

FINANCE COMMITTEE: Notwithstanding the provisions of Sections 11.01 (Administrative Committee) and 11.07 (Powers And Duties Of The Administrative Committee),

the Finance Committee of the Board of Directors of the Company shall be the named fiduciaries 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, appoint (and discharge) investment managers and trustees, to manage any or all assets of the Plan, allocate fiduciary responsibilities for investment policy and controlling assets among members of the Finance Committee, and designate persons other than named fiduciaries to carry out fiduciary responsibilities (other than trustee responsibilities) under the Plan.

The Finance Committee shall meet at least once annually to consider the impact on investment policies of the Plan's short-term and long-term financial needs in light of the Plan's objectives; for this purpose it shall review the actuarial statement and/or valuation as well as contributions recommended for the Employing Company pursuant to Section 10.02 of this Plan. All actions taken with respect to such investment policy and the reasons therefore shall be recorded in the minutes of the Finance Committee meeting.

12. The following is hereby adopted as Section 11.09 of the Plan:

FINANCE COMMITTEE MEETINGS: The Finance Committee shall hold meetings, determining the notice, place and time of each. A majority of its members shall constitute a quorum. Decisions with a quorum present shall be by majority vote of members present. The decisions of the Finance Committee as to investment policy and controlling the assets of the Plan shall be final. The unanimous action of a majority of all members expressed in writing without a meeting shall constitute the action of the Finance Committee and shall have the same effect as if acted upon at a duly called meeting. 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.

13. The following is hereby adopted as Section 11.10 of the Plan:

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 Benefit Fund in accordance with procedures acknowledged by the Finance Committee or its Delegate.

14. Section 12 of the Plan is hereby amended to read as follows:

LIABILITY LIMITED: The Company its, officers and directors, the Finance Committee, and the Administrative Committee, and each Employing Company, their officers and 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.

15. Section 13.01 of the Plan is hereby amended to read as follows:

**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 anytime and from time to time, an Employing Company may amend the Plan in whole or in part, or may suspend contributions provided that:
- (i) No change shall be effective unless the Plan as so amended shall be for the exclusive benefit of the Participants and their beneficiaries, and

(i) No amendment shall deprive any person of his right to any benefit to which he was entitled at the time of such amendment.

(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.

16. The Plan is hereby amended as follows:

In all places in the Plan where the term "Committee" is used to specify the administrative Committee, this term shall be replaced with the term Administrative Committee. In all places in the Plan where the term "administrative Committee" is used, it shall be replaced with the term "Administrative Committee."

17. Except as expressly amended herein all other terms and conditions of the Plan shall remain in full force and effect.

18. This Amendment is expressly subject to the conditions that it shall be approved and qualified by the Internal Revenue Service as meeting the requirements of the Federal Internal Revenue Code and Regulations issued thereunder with respect to employee trusts. The Company shall have the right to amend this Amendment as it may deem necessary or advisable in order to qualify this Amendment under the provisions of Section 501(c)(9) of the Internal Revenue Code, and any such amendment by its terms may be retroactive, as provided under that Section.

IN WITNESS WHEREOF, Delta Air Lines, Inc. has caused
this instrument to be executed on the 31st day
of December, 1975.

By: /s/ R. Oppenlander
Senior Vice President - Finance
and Treasurer

ATTEST:

/s/ S. F. Davis
Assistant Secretary

(CORPORATE SEAL)