

First Amendment
to
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 indicated below.

1. Effective July 1, 2012, Section One is amended to add new Section 1.10A to read as follows:

“1.10A Director – Health Services means the Aviation Medical Examiner designated by the Company for purposes of Section 15 of the PWA.”
2. Effective July 1, 2012, Section 1.12 is amended to substitute “Section 26 A. 13.” for “Section 26 A. 12.” therein.
3. Effective July 1, 2012, Section 1.23 is amended to read as follows:

“1.23 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 and has not returned to Active Payroll Status as described in Section 25 V. 4. c. of the PWA. An NWA Disabled Pilot is not an Inactive NWA Pilot for purposes of this definition.”
4. Effective July 1, 2012, Section One of the Plan is amended to add new Section 1.27A to read as follows:

“1.27A NWA Adjusted Sick Leave Bank means an Employee’s NWA sick leave bank on October 30, 2008 (or, in the case of a NWA Disabled Pilot or Inactive NWA Pilot, his NWA sick leave bank at the applicable date under Section 26 T. 3. of the PWA) reduced by the number of Delta sick leave credit hours awarded the Employee upon his transition to the Delta sick leave system.”
5. Effective July 1, 2012, Section 1.41 is amended to substitute “Letter of Agreement #6” for “Letter of Agreement #8” therein.
6. Effective July 1, 2012, Section 1.42 is amended to read as follows:

“1.42 Retired means the termination of employment of a pilot (or 13 B. 3. pilot, as defined in the PWA) under circumstances that enable him to receive an early, normal or deferred retirement benefit under the Delta Pilots Retirement Plan or the DC Plan, or an early, normal, late or deferred retirement pension (but not a terminated vested benefit) under the NWA Pension Plan. Note: 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).”

7. Effective January 1, 2013, Section 2.01 is deleted and designated as Reserved.
8. Effective for an Employee who returns to active payroll status after July 1, 2012, that portion of the second sentence of Section 2.02 through “(i)” is amended to read as follows:

“Such eligibility shall continue as long as the Employee is on Active Payroll Status (and shall recommence immediately upon the Employee’s return to Active Payroll Status, except as provided in Section 4.06(c)(v)) and, for purposes of Term Life Insurance benefits, continues both (i)”
9. Effective for Event Dates after July 1, 2012, Section 2.03(d) and (e) are amended to read as follows:

“(d) through the first 60 days of military leave; and
(e) during the entire period of FMLA Leave.”
10. Effective January 1, 2013, the last sentence of Section 2.09(a) is deleted.
11. Effective January 1, 2013, Section Three is deleted and designated as Reserved.
12. Effective July 1, 2012, Section 4.02(a) is amended to read as follows:

“(a) An Employee shall qualify for Temporary Disability Benefits during any period of time in which he meets the requirements of either (i) or (ii), below. The Temporary Disability period under the Plan is 26 weeks; provided, however, no benefits shall be payable during the first seven days of a period of Temporary Disability, and further provided the maximum 26 week period will be reduced by any period excluded for payment under Section 4.06.

 - (i) He is prevented from performing the duties of his occupation solely because of injury, pregnancy, sickness or disease (including natural deterioration).
 - (ii) After July 1, 2012, an Employee on the Seniority List who otherwise meets all Plan requirements is eligible for Temporary Disability Benefits even though he no longer is (or never was) under the care of a Qualified Health Professional if:
 - (A) he is unable to return to Active Payroll Status due to the FAA’s pending review of his application or possession of his First Class Medical Certificate following his timely and good faith disclosures to the FAA and/or Director – Health Services and/or his AME of a medical condition; and

(B) he promptly contacts the Director – Health Services to report the FAA’s pending review of his application for or possession of his First Class Medical Certificate and submits information satisfactory to the Director – Health Services providing that he is proceeding promptly to regain his First Class Medical Certificate, is utilizing available resources provided by the Company, the Association and/or other entities, to assist him in regaining his First Class Medical Certificate, and is cooperating in a timely manner with all of the FAA’s requests.”

13. Effective January 1, 2011, Section 4.02(b)(ii)(aa) is amended to read as follows:

“(aa) Any disability benefit which is payable under any temporary disability benefit law or under an applicable workers’ compensation law (including the Longshore and Harbor Workers’ Compensation Act) or occupational disease law (to the extent such benefit is payable on account of the Employee’s employment with the Company), whether or not payment of such benefit is forfeited because of failure to apply; and”

14. Effective for Employees on the Seniority List on or after July 1, 2012, Section 4.02(b)(ii)(bb)(1) is amended to read as follows:

“(1) The retirement benefits actually paid by the PBGC attributable to the terminated Retirement 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 will be based on the single life annuity form of benefit, regardless of the form actually paid. Temporary Disability Benefits will not be offset by any benefits attributable to the terminated Money Purchase Plan, the terminated Bridge Plan, or the terminated Supplemental Annuity Plan.”

15. Effective for Employees on the Seniority List on or after July 1, 2012, in the second sentence of Section 4.02(b)(ii)(bb)(2), the word “offset” is substituted for the word “offsets”.

16. Effective for an Employee who returns to Active Payroll Status after July 1, 2012, Section 4.02(c) is amended to read as follows:

“(c) Continuity of Temporary Disability: All Temporary Disability absences of an Employee shall be considered as occurring during a single period of Temporary Disability, except that:

- (i) Successive Temporary Disability absences separated by at least two consecutive weeks after the Employee returns to Active Payroll Status will not be considered as occurring during the same period of Temporary Disability; and

- (ii) Successive Temporary Disability absences which are due to unrelated causes and separated by at least one day after the Employee returns to Active Payroll Status will not be considered as occurring during the same period of Temporary Disability.”

17. Effective July 1, 2012, Section 4.03(a) is amended to add a new subclause (iii) as follows:

- “(iii) After July 1, 2012, an Employee on the Seniority List who otherwise meets all Plan requirements is eligible for Long Term Disability Benefits even though he no longer is (or never was) under the care of a Qualified Health Professional if:
 - (A) he is unable to return to Active Payroll Status due to the FAA’s pending review of his application or possession of his First Class Medical Certificate following his timely and good faith disclosures to the FAA and/or Director – Health Services and/or his AME of a medical condition; and
 - (B) he promptly contacts the Director – Health Services to report the FAA’s pending review of his application for or possession of his First Class Medical Certificate and submits information satisfactory to the Director – Health Services providing that he is proceeding promptly to regain his First Class Medical Certificate, is utilizing available resources provided by the Company, the Association and/or other entities, to assist him in regaining his First Class Medical Certificate, and is cooperating in a timely manner with all of the FAA’s requests.”

18. Effective July 1, 2012, Section 4.03(b)(i) is amended to read as follows:

“(i) After an Employee has become eligible for and is receiving Long-Term Disability Benefits (other than an Employee on the Seniority List satisfying Section 4.03(a)(iii)), 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 PWA. If an Employee’s name is removed from the Seniority List (other than under Section 13 B. 3. of the PWA), 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.”

19. Effective January 1, 2011, the first sentence of Section 4.03(b)(ii) is amended to read as follows:

“The Plan Administrator may use the process described in Appendix A of the Plan (Neutral Doctor Process) to review the medical records and/or to direct a medical review of a Participant who is receiving Long-Term Disability Benefits under the Plan, if the Plan Administrator has a good faith belief that the Participant may not qualify for Long-Term Disability benefits under the terms of the Plan.”

20. Effective for Event Dates on or after July 1, 2012, Section 4.03(c)(i)(A) is amended to read as follows:

“(A) is 50% of Final Average Earnings.”

21. Effective January 1, 2011, Section 4.03(c)(i)(B)(2) is amended to read as follows:

“(2) workers’ compensation payments (including payments under the Longshore and Harbor Workers’ Compensation Act) and state disability income benefits (to the extent such benefit is payable on account of the Employee’s employment with the Company), whether or not payment of such benefits is forfeited because of failure to apply; and”

22. Effective for Employees on the Seniority List on or after July 1, 2012, 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 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. In addition, the 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’s retirement, 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. Long-Term Disability benefits will not be offset by any benefits attributable to the terminated Money Purchase Plan, the terminated Bridge Plan, or the terminated Supplemental Annuity Plan.”

23. Effective for an Employee who returns to Active Payroll Status after July 1, 2012, Section 4.03(d) is amended to read as follows:

“(d) Continuity of Long-Term Disability: This Section 4.03(d) will apply in the case of a disabled Employee, who returns to Active Payroll Status with a First Class medical certificate, other than a disabled Former NWA Pilot described in Section 4.03(e), below.

- (i) Except as provided in Section 4.03(d)(ii) below:
 - (A) If during the first 12 months after his return to Active Payroll Status the same disability causes him to be removed from flight status, he will be entitled to his original disability benefit. If during the first 12 months after his return to Active Payroll Status a new disability causes him to be removed from flight status he will be entitled to the disability benefit determined in accordance with the Plan without regard to this Section 4.03(d).
 - (B) If at any time more than 12 months after his return to Active Payroll Status the same or a new disability causes him to be removed from flight status, he shall be entitled to the disability benefit determined in accordance with the Plan without regard to this Section 4.03(d).
- (ii) The rules below apply to an Employee who has an Event Date on or after July 1, 2012, or had an Event Date that occurred in the 30 months before July 1, 2012 and the Employee is receiving Long-Term Disability benefits for psychiatric conditions, alcoholism, and/or drug abuse (hereinafter “PC/AD”) as of July 1, 2012, and has a successive disability for a PC/AD:
 - (A) If the Employee returns to Active Payroll Status from a Long-Term Disability for a PC/AD, and goes back onto disability for the same PC/AD at any time before the later of completion of all training required to return to flight duty, including Operating Experience (OE) or 12 months of return to Active Payroll Status, the Employee will resume the previous Long-Term Disability period and amount.
 - (B) If the Employee returns to Active Payroll Status from a Long-Term Disability for a PC/AD, and goes back onto disability for a different PC/AD at any time before completion of all training required to return to flight duty, including OE, the Employee will resume the previous Long-Term Disability period and amount.
 - (C) If the Employee returns to Active Payroll Status from a Long-Term Disability for a PC/AD, and goes back onto disability for the same PC/AD at any time after the later of completion of all training required to return to flight duty, including OE or 12 months of Active Payroll Status, the Employee will begin a new Temporary Disability period and amount.

- (D) If the Employee returns to active Payroll Status from a Long-Term Disability for a PC/AD, and goes back onto disability for a different PC/AD at any time after completion of all training required to return to flight duty, including OE, the Employee will begin a new Temporary Disability period and amount.”

24. Effective January 1, 2011, Section 4.03 is amended to add new paragraph (f) to read as follows:

“(f) If an Employee (including a 13 B. 3. pilot, as defined in the PWA) is receiving Long-Term Disability Benefits and during that time experiences a subsequent disabling condition that would also qualify for the receipt of Long-Term Disability Benefits, he will continue to be eligible to receive Long-Term Disability Benefits for that subsequent disabling condition even after the initial disabling condition is resolved (subject to any applicable limitations in the Plan). The Employee (or 13 B. 3. pilot) must continue to meet all Plan provisions in order to continue to receive Long-Term Disability Benefits with respect to such subsequent disabling condition.”

25. Effective July 1, 2012, Section 4.04 Reserved is deleted and new Section 4.04 is inserted to read as follows:

“4.04 Invasive Procedure Required by FAA.

After July 1, 2012, an Employee is eligible for Temporary, Long-Term or Top-Up Disability Benefits for a maximum of seven years following the Event Date, if he meets all Plan requirements for Temporary, Long-Term or Top-Up Disability Benefits but elects not to undergo an invasive medical procedure required by the FAA for issuance of his First Class Medical Certificate, but only if he meets the following requirements:

- (a) He continues to undergo an FAA physical and reapply to the FAA every six months (or twelve months, if applicable for his age or category) for issuance of his First Class Medical Certificate; provided that the Plan Administrator may elect not to require such FAA physicals and reapplications (either at all or at the frequency prescribed herein) if such actions are not necessary or appropriate under the circumstances.
- (b) After each such FAA physical he provides evidence satisfactory to the Plan Administrator demonstrating that he made such application and timely completed all requirements imposed on him by the FAA for such issuance (other than undergoing such invasive medical procedure).
- (c) He promptly contacts the Director – Health Services after each attempt to regain his First Class Medical Certificate to report that the FAA requires (or continues to require) that he undergo such invasive medical procedure in order to be issued his First Class Medical Certificate and permits the Director – Health Services to review all medical information and intervene on the Employee’s behalf so as to assure that

the FAA's requirement for the invasive medical procedure is warranted under the circumstances and in light of developing medical technologies and protocols. The requirements of (a), (b) and (c) will apply as long as the Employee accepts Temporary, Long-Term or Top-Up Disability Benefits from the Plan (including for periods after he is no longer on the Seniority List) due to his election not to undergo such invasive medical procedure. No other provision or limitation of the Plan will supersede such requirements."

26. Effective July 1, 2012, Section 4.05(a)(iv) is amended to read as follows:

"(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 initially be equal to his NWA Adjusted Sick Leave Bank and will be further reduced as follows:

(A) If a Former NWA Pilot's NWA Adjusted Sick Leave Bank is over 1200 hours, it will be reduced for each sick leave credit hour that the Former NWA Pilot uses beginning on June 1, 2009 (or in the case of an 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 a Former NWA Pilot's NWA Adjusted Sick Leave Bank is 1200 hours or less, it will be reduced for each sick leave credit hour he uses beginning on June 1, 2009 (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)."

27. Effective July 1, 2012, Section 4.05(b) is amended to read as follows:

"(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 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), above. The

Composite Hourly Pay Rate is the composite hourly pay rate of the position the Employee held on his Event Date. If the Employee did not hold a position on his Event Date, the Composite Hourly Pay Rate is the composite hourly pay rate in effect on his Event Date for the position he most recently held.”

28. Effective July 1, 2012, Section 4.05(c)(i) is amended to read as follows:

“(i) 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 had an Adjusted NWA Sick Leave Bank balance of more than 1920 hours, 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 Adjusted Sick Leave Bank 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.”

29. Effective July 1, 2012, Section 4.06(a)(i) is amended to read as follows:

“(i) Until the Employee has been seen and treated personally for the disabling condition by his Qualified Health Professional; provided, however, after July 1, 2012, an Employee on the Seniority List who otherwise meets all Plan requirements is eligible for Temporary, Long-Term or Top-Up Disability Benefits even though he no longer is (or never was) under the care of a Qualified Health Professional if he satisfies the requirements of Section 4.02(a)(ii)(A) and (B) or Section 4.03(a)(iii).”

30. Effective January 1, 2011, Section 4.06(a)(iii) is deleted and Sections 4.06(a)(iv), (v) and (vi) are renumbered as Sections 4.06(a)(iii), (iv) and (v).

31. Effective for Event Dates after July 1, 2012, Section 4.06(a) is amended to add new paragraph (vi) to read as follows:

“(vi) Any Temporary, Long-Term or Top-Up Disability Benefit payment will be permanently forfeited by the Participant during any period when the Participant is incarcerated following conviction for a felony. A benefit in the amount of each forfeited Disability Benefit payment will be paid to his eligible dependents as defined in the Delta Pilots Medical Plan, if any, in the following order:

(A) entirely to the Participant’s current spouse or domestic partner;

- (B) if there is no current spouse or domestic partner, to other eligible dependents of the Participant in such proportions as determined by the Plan Administrator.”

32. Effective for Event Dates that occur on or after July 1, 2012 and for Event Dates that occurred in the 30 months immediately preceding July 1, 2012, where the Employee (or 13 B. 3. pilot, as defined in the PWA) is receiving Long-Term Disability Benefits for psychiatric conditions, alcoholism, and/or drug abuse as of July 1, 2012, Section 4.06(c) is amended to read as follows:

- “(c) Long-Term Disability Benefits for psychiatric conditions, alcoholism, and/or drug abuse (such Long-Term Disability Benefits hereinafter referred to as PC/AD Benefits) are subject to the following:
 - (i) PC/AD Benefits will be subject to a lifetime maximum equal to 54 months. The number of months of PC/AD Benefits paid to a pilot (or 13 B. 3. pilot, as defined in the PWA) for Event Dates that occurred on or after November 11, 2004 and before July 1, 2012 will be applied to reduce that 54-month maximum.
 - (ii) The PC/AD Benefits paid for any one disability period that began on or after 30 months prior to July 1, 2012 will be no longer than 30 months.
 - (iii) The above limits on PC/AD Benefits will apply regardless of whether the Employee’s (or 13 B. 3. pilot’s) disability is based on one, or more than one, of the conditions subject to the limits (i.e. psychiatric, alcoholism and drug abuse).
 - (iv) The above limits on PC/AD Benefits will not apply during a period in which the Employee (or 13 B. 3. pilot, as defined in the PWA) is also qualified for Long-Term Disability Benefits under the Plan for a physical disability that runs concurrent with a disability due to a psychiatric condition, alcoholism and/or drug abuse.
 - (v) Notwithstanding the rule of Section 2.02 that provides an Employee is eligible for disability benefits while on Active Payroll Status, a new period of disability for psychiatric conditions, alcoholism or drug abuse may begin only after completion of all training required to return to flight duty, including OE.
 - (vi) PC/AD Benefits will be extended for up to 3 months after an Employee reaches the 30 month (per disability) maximum or the 54 month lifetime maximum period if (A) the Employee had filed his initial application for reinstatement of his First Class Medical Certificate prior to the end of the applicable period of disability and is waiting for the FAA’s determination on that initial application; and (B) the Employee meets the requirements set out in Section 4.03(a)(iii)(B).”

33. Effective January 1, 2011, Section 4.06 is amended by adding paragraph (d) to read as follows:
- “(d) No Temporary Disability Benefits shall be payable for any period for which the Employee receives salary or other compensation from an Employing Company.”
34. Effective January 1, 2013, Section 5.01(d)(i) is amended to read as follows:
- “(i) Unless a different amount is elected as described in subclause (ii) the Term Life Insurance benefit is 2500 times the 12 year captain hourly rate on the highest paying aircraft type outlined in the PWA in effect on January 1st of each year, rounded to the nearest \$1,000.”
35. Effective for enrollments on or after January 1, 2013, Section 5.01(d)(ii)(A) and (B) are amended by substituting “\$300,000, \$400,000 or \$500,000” for “\$300,000 or \$400,000” where the latter appears, and Section 5.01(d)(ii)(C) is amended by substituting “\$400,000, \$500,000 or” for “\$400,000 or” where the latter appears.
36. Effective January 1, 2013, Section 5.01(e) is amended to read as follows:
- “(e) Post-Retirement Term Life Insurance Benefit:
- (i) Immediately after an eligible Employee becomes Retired, the amount of Term Life Insurance will reduce to the lesser of \$250,000, or the amount of life insurance he has elected and that was in effect at retirement under subsection (d) or (e)(ii). On each successive anniversary of his retirement, the amount will be reduced by \$50,000, but not below \$10,000. The final reduction will be to \$10,000 and will remain \$10,000 for the remainder of his lifetime. Notwithstanding the foregoing, if the amount in effect at retirement was \$50,000, such amount will remain in effect for five years following retirement and upon the fifth anniversary of retirement will be reduced to \$10,000 and will remain \$10,000 for the remainder of his lifetime.
 - (ii) On a one-time basis, at retirement, an Employee (or a 13 B. 3. pilot, as defined in the PWA) may elect \$50,000 as the amount of life insurance to be in effect upon retirement (subject to subsequent reduction under Section 5.01(e)(i)).
 - (iii) The post-retirement Term Life Insurance under this Section 5.01(e) will apply to a pilot who had not reached age 50 by his Retirement Date, and who participated in (and retired under) either the 2011 55-Point Program or the Pilot Retiree Medical Account (RMA) Program. The reduction described in Section 5.01(e)(i) will take place immediately upon such a pilot’s retirement, regardless of his age at retirement.”

37. Effective July 1, 2012, Section 10.02(b) is amended to add a sentence at the end thereof to read as follows:

“The Company will make the last funding payment under this Section on April 15, 2013 (for the calendar year 2012), if required; thereafter, funding payments under this Section will no longer be required and this section 10.02(b) will be deleted and designated “Reserved”.”

38. Effective January 1, 2013, Section 10.05(c) is deleted.

39. Effective July 1, 2012, Section 10.07 is amended to read 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 by letter 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. Effective for overpayments discovered after July 1, 2012, the Plan will not request repayment of any overpayment made for a period that is more than 48 months before the date of the letter, with the exception of overpayment of disability benefits made from the Plan due to failure to apply the proper offset for benefits payable by the PBGC and overpayments that occur as a result of a Participant’s provision of an erroneous statement or omission of material facts when applying for and providing information requested by the Plan with respect to initial and continuing benefits due from the Plan. 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. 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.”

40. Effective January 1, 2011, Section 4.3 of Appendix B of the Plan is amended to read as follows:

“4.3. **Powers of LTD Board.** The LTD Board shall hear all disputes arising out of the application and interpretation of the Plan which are properly submitted to it in accordance

with Section 4.5 and 4.6 of the Plan Statement, shall determine the existence or cessation of Disability, and the occurrence and date of a Participant's death. The LTD Board may, with the consent of the Employer Members and of the Employee Members, either of which consent may be unreasonably withheld or withdrawn, delegate the authority initially to determine the existence or cessation of Disability and/or the occurrence and date of a Participant's death to a contract administrator appointed pursuant to Section 4.8 below. Any such delegation shall be subject to the LTD Board's duty and authority to hear appeals and resolve disputes pursuant to Sections 4.5 and 4.6 below."

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

DELTA AIR LINES, INC.

DDB

By: *Michael W. Gill*

Executive Vice President -

Title: Human Resources and Labor Relations