

Sixth 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 June 1, 2006, to implement the provisions of Section Q (including Attachment 26-2) of Letter of Agreement #51 (LOA 51) between the Company and the Air Line Pilots Association (ALPA) that provide for changes to this Plan. If LOA 51 is ratified by the ALPA Membership and if Bankruptcy Court approval is obtained on the Company's Section 363 Motion concerning LOA 51, the Plan will thereafter be restated to provide in further detail the terms and conditions of the payment of the sick pay and vacation benefits from the Plan and the application and interpretation of paragraphs (b) through (i) of Section Q of LOA 51. If LOA 51 is not ratified by the ALPA membership or if Bankruptcy Court approval of LOA 51 is not obtained, then this amendment will be null and void and will not take effect and no restatement of the Plan will occur.

1. This Plan is hereby amended to provide, for pilots on the Seniority List, sick pay benefits and vacation pay, effective for periods of vacation and sick leave taken on and after June 1, 2006. These benefits will be provided to pilots from the Plan in the amount and in accordance with the terms and conditions outlined in Section 14 (Sick Leave) and Section 7 (Vacation) of the Pilot Working Agreement. For each calendar year (including the period June 1, 2006 through December 31, 2006), the sick pay and vacation benefits from the Plan will be paid from the Benefit Fund (Delta Pilots Disability and Survivorship Trust) until the total amount paid in sick pay and vacation benefits reaches the amount of

\$60 million for that calendar year; thereafter the Company must pay such benefits from its funds other than the Delta Pilots Disability and Survivorship Trust.

2. The Plan is hereby amended to implement the provisions of paragraphs (b) through (g) of Section Q of LOA 51.

3. The Plan is hereby amended to add a new Section 2.07 of the Plan as follows:

“2.07 Eligibility for Benefits under Plan Restricted to Individuals Who Are or Have Been On Seniority List, and their Beneficiaries and Survivors. Notwithstanding any provision of this Plan to the contrary, and notwithstanding any agreement between the Company and the Association to the contrary, the class of individuals eligible to participate in this Plan shall not be amended to include any individual who was never listed on the Seniority List or the beneficiary or survivor of any individual who was never listed on the Seniority List.”

4. The Plan is hereby amended to delete Section 4.03(d) of the Plan and insert in its place the following new Section 4.03(d):

“(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:

- (i) If during the first 12 months after his return to work 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 work 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).

- (ii) If at any time more than 12 months after his return to work 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 this Plan without regard to this Section 4.03(d)."

5. Section 10.02 of the Plan is hereby amended to redesignate the current paragraph as paragraph (a) and to insert a new paragraph (b) as follows:

(b) On April 15, 2011 and on each April 15 thereafter, the Company will make a funding payment to the Benefit Fund equal to the lesser of (i) 4% of the consolidated Free Cash Flow of the Company, as determined under United States Generally Accepted Accounting Principles, for the prior calendar year and reported in the Company's public securities filings or (ii) \$60 million. Such payment will not be required on any April 15th if the net asset balance of the Benefit Fund on the immediately preceding December 31st exceeded \$1.2 billion. Contributions required under this Section 10.02(b), if any, shall be in addition to any contributions made pursuant to Section 10.02(a), above, if any.

6. The Plan is hereby amended to delete Section 10.03 of the Plan and insert in its place the following new Section 10.03:

“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 comprise any combination of trust funds and insurance contracts. 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. “

7. The Plan is hereby amended to delete Section 10.05 and insert in its place the following new Section 10.05:

“10.05 Source of Benefit Payments: Benefit payments shall be paid from the Benefit Fund, including any insurance policies entered into by the Plan or from contributions made directly to the Plan by an Employing Company to provide such benefit payments. Such payments shall be made upon the order of the Administrative Committee or its delegate. Sources for benefit payments include the Benefit Fund, any insurance policies owned by the Benefit Fund and contributions made directly to the Plan by an Employing Company. Each Employing Company is obligated to make

contributions to the Plan in an amount sufficient to allow the Plan to make all benefit payments.”

8. Section 12.08 of the Plan is hereby amended to provide a new sentence to the end thereof as follows:

“Notwithstanding this Section 12.08, (i) a Participant may make a voluntary assignment from his sick pay or vacation benefits as long as such assignment is of the type permitted by the Company from ordinary pay and (ii) any involuntary assignment made from sick pay or vacation benefits may only be made to the extent permitted by law.”

9. The Plan is hereby amended to delete Section 12.10(b) and insert in its place the following new 12.10(b):

“(b) At any time and from time to time, an Employing Company may amend the Plan in whole or in part, or may suspend contributions, provided that in no event and under no circumstances shall any amendment to the Plan become effective unless under the Plan as amended:

(1) no part of the net earnings of the Plan may inure to the benefit of the Company or any shareholder of the Company except through the payment of benefits otherwise payable under the Plan; and

(2) the class of individuals eligible to participate in the Plan is not expanded in violation of the provisions of Section 2.07. "

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

IN WITNESS WHEREOF, this Amendment has been executed this 31st day of May, 2006 but effective as provided herein.

Delta Air Lines, Inc.

DBB

By: *Scott Johnston*
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