

Tenth 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 on the date or dates provided in each provision below. Unless otherwise indicated, these amendments apply only to Pilots who were on the Seniority List on or after June 1, 2006. Former pilots who are not rehired and, as of June 1, 2006, were eligible for disability benefits from the Plan, but, as of that date, were no longer on the Seniority List due to their termination, retirement, reaching age 60 or reaching 10 years on disability status are not subject to these changes unless otherwise indicated in this Tenth Amendment.

1. Effective June 1, 2006, a new Section 1.11D, defining Earned Income, is added to the Plan as follows:

"1.11D Earned Income means any salary or pay that a Participant receives from an employer, including overtime, vacation pay, bonuses, severance pay or similar payments. For a Participant who is self-employed, Earned Income is the net profit from working or managing his or her own business. Generally, all income subject to employment taxes or self-employment income is Earned Income. The term Earned Income does not include: income reported on a Form 1099 (such as annuities, pensions, veterans benefits, and military retirement pay), withdrawals from 401(k) plans, unemployment compensation, interest and dividends from savings accounts, stocks, personal loans, home mortgages, insurance

proceeds, gifts, inheritance, estates, trusts, endowments, prizes, awards, gambling or lottery winnings, alimony/child support, scholarships or fellowships, pay for jury duty, capital gains from the sale of personal property, amounts received in court actions and rents or royalties.”

2. Effective June 1, 2006, a new Section 1.17A, defining FAA Mandatory Retirement Age, is added to the Plan, as follows:

“1.17A FAA Mandatory Retirement Age means the latest age under Part 121 of the FARs or other applicable statutes that a pilot can serve as a PIC or SIC.”

3. Effective for Event Dates after January 1, 2002, the definition of Final Average Earnings is deleted and the following new definition is inserted in its place:

“1.18 Final Average Earnings means the monthly average of the Employee’s highest 12 consecutive months of normal Earnings out of the last 36 months while on Active Payroll Status (including accident leave, sick leave and vacation). However, if the last 36 months while on Active Payroll Status contain a month when the Employee is on inactive status for more than 15 days, then the month immediately following will not be counted in the 36 months. Instead, an additional month in the consecutive period preceding the first day the Employee was absent will be included as part of the 36 month period of normal Earnings. See Section 4.03(e) regarding this calculation for certain Former NWA Pilots.”

4. Effective December 21, 2009, a new Section 1.18AA, defining FMLA Leave, is added to the Plan (to precede Section 1.18A) as follows:

“1.18AA FMLA Leave means leave taken pursuant to Section 13 H. of the PWA.”

5. Effective October 30, 2008, delete Section 1.20C of the Plan (defining NWA Disabled Pilot) and insert a new Section 1.20C in its place as follows:

“1.20C NWA Disabled Pilot means a Former NWA Pilot whose disabling condition arose prior to CBAID and either (a) is eligible for and receiving disability benefits from either the NWA Pension Plan or the NWA LTD Plan on or after CBAID, or (b) was eligible for and receiving disability benefits from the NWA Pension Plan until he attained age 60 on or after December 13, 2007, whether or not he commenced normal retirement benefits at age 60 or older from the NWA Pension Plan or the NWA Excess Plan. A Former NWA Pilot who is on NWA sick leave on CBAID is considered a NWA Disabled Pilot while he remains on NWA sick leave after CBAID.”

6. Effective January 1, 2008, clause (c) of Section 1.21 of the Plan, defining Participant, is deleted and the following new clause (c) is inserted in its place, as follows:

“(c) an Employee who has Retired and is eligible for the Lump Sum Death Benefit under Section 5.01, the Monthly Income Survivor Benefits under Section 5.02 or the Term Life Insurance Benefit under Section 5.03;”

7. Effective January 1, 2008, a new Section 1.24C, defining Retired, is added to the Plan as follows:

“1.24C Retired means the termination of an Employee’s employment under circumstances that enable him to receive an early, normal or deferred retirement benefit under the Retirement Plan (including an early, normal or deferred retirement benefit payable by the PBGC attributable to the terminated Retirement Plan) or the Delta Pilots Defined Contribution Plan.”

8. Effective October 30, 2008, Section 1.24C, defining Retired, is deleted and a new Section 1.24C, defining Retired is inserted in its place as follows:

“1.24C Retired means the termination of an Employee’s employment under circumstances that enable him to receive an early, normal or deferred retirement benefit under the Retirement Plan (including an early, normal or deferred retirement benefit payable by the PBGC attributable to the terminated Retirement Plan) or the Delta Pilots Defined Contribution Plan, or an early, normal, late or deferred retirement pension (but not a terminated vested benefit) under the NWA Pension Plan or if his only benefit is in the NWA MP3 and/or the NWA Retirement Savings Plan and he is at least age 50 at termination of employment, a distribution under the NWA MP3 and/or the NWA Retirement Savings Plan. Note: A NWA Disabled Pilot is not considered Retired.”

9. Effective January 1, 2008, a new Section 1.29AA, defining Term Life Insurance, is added to the Plan (to precede Section 1.29A) as follows:

“1.29AA Term Life Insurance means the life insurance benefit described in Section 5.03 of the Plan. Only pilots and former pilots

described in Section 2.01(b) of the Plan are eligible for Term Life Insurance.”

10. Effective October 30, 2008, the third sentence of Section 2.01 of the Plan is deleted and the following new sentence is inserted in its place:

“Such eligibility shall continue as long as the Employee is on Active Payroll Status and, for purposes of survivor benefits, continues both while he is disabled under this Plan and while Retired, if such retirement commences directly from Active Work or disability status under this Plan.”

11. Effective January 1, 2008, the text of Section 2.01 is designated as Section 2.01(a) and a new Section 2.01(b) is added to the Plan, as follows. Subsections (ii), (iv) and (vi) of Section 2.01(b), shown below, are added to the Plan effective October 30, 2008:

“(b) Subject to the RRP provisions of Sections 2.01 and 2.08, the following individuals are eligible for the Term Life Insurance described in Section 5.03 of the Plan.

Notwithstanding anything else in this Plan, such individuals are not eligible for the Lump Sum Death Benefit described in Section 5.01 or the Survivor Income Benefits described in Section 5.02:

(i) a pilot, other than a Former NWA Pilot, who was on the Seniority List on or after June 1, 2006 and who dies on or after January 1, 2008;

(ii) a Former NWA Pilot, other than one described in Section 2.09 of this Plan, who was on the Seniority List on or after October 30, 2008 and who dies after that date.

(iii) a pilot, other than a Former NWA Pilot, who was on the Seniority List on or after June 1, 2006 and who Retired after January 1, 2008;

(iv) a Former NWA Pilot, other than one described in Section 2.09 of this Plan, who was on the Seniority List on or after October 30, 2008 and who Retired after that date;

(v) an individual (other than a Former NWA Pilot) who was on the Seniority List on June 1, 2006 and after January 1, 2008, is removed from the Seniority List due to Section 13 B. 3. of the PWA, and who is receiving disability benefits from the Plan at the time of his death,

(vi) a Former NWA Pilot, other than one described in Section 2.09 of this Plan, who was on the Seniority List on or after October 30, 2008, but who due to Section 13 B. 3., is not on the Seniority List at the time of his death and who is receiving disability benefits from this Plan at the time of his death.

(vii) In addition, the post-retirement Term Life Insurance will apply to a pilot who participated in

(and retired under) the 2009 Pilot Retirement Incentive Program (PRIP), as governed by Letter of Agreement #15, who had not reached age 50 by his Retirement Date under the PRIP in accordance with the terms in Section 5.03(e). The reduction described in Section 5.03(e) will take place immediately upon such PRIP pilot's retirement, regardless of his age at retirement.

For the avoidance of doubt, an individual that 1) died before January 1, 2008, 2) Retired before January 1, 2008, or 3) was removed from the Seniority List under Section 13 B. 3. prior to June 1, 2006, is not eligible for the Term Life Insurance described in Section 5.03 of the Plan."

12. Effective January 1, 2008, Section 2.03 of the Plan is deleted in its entirety and replaced with the following new Section 2.03:

"2.03 Extension of Eligibility: An Employee shall also be eligible for the applicable benefits under this Plan:
(a) through the first 30 days after furlough pay ends, and, if longer, for purposes of determining eligibility for the Lump Sum Death or Term Life Insurance benefit only, during the entire period the Employee would be eligible for furlough pay under Section 21 B. 3. of the PWA in the absence of Section 21 B. 9. of the PWA; (b) through the first 30 days of disciplinary suspension, or in the case of eligibility for the Lump Sum Death or Term Life Insurance benefit only, for up to 60 days while suspended without pay; (c) through the

first 30 days of leave of absence status without pay; (d) through the first 60 days of military leave during any 12 month period; and (e) effective December 21, 2009, during the entire period of FMLA Leave, for purposes of determining eligibility for the Term Life Insurance benefit only.

Following the period of extended eligibility described in the immediately preceding paragraph, an Employee on an approved leave of absence may continue his eligibility for the Lump Sum Death or Term Life Insurance benefit by timely payment of the contributions described in Section 2.05 of the Plan. If the Employee discontinues the timely payment of these contributions while on approved leave of absence, he will no longer be eligible for the Lump Sum Death or Term Life Insurance benefit unless and until he returns to Active Work.”

13. Effective October 30, 2008, Section 2.09 of the Plan is amended by re-designating subparagraphs (d) and (e) as (e) and (f), respectively, and by inserting the following new paragraph (d):

“(d) A NWA Disabled Pilot who, after CBAID, (i) ceases receiving disability retirement benefits from the NWA Pension Plan due to his attainment of age 60; (ii) recovers and presents a first class medical certificate to the Company; and (iii) is determined by the Company to meet the applicable physical standards under Section 15 B. of

the PWA, will at that time, subject to Section 4.03(e), be eligible for Temporary, Long-Term and Top-Up Disability Benefits (if applicable) under the Plan and Term Life Insurance benefits under the Plan.”

14. Effective June 1, 2006, a new Section 4.02A(b) is added to Section 4.02 of the Plan (following Section 4.02(b) and preceding Section 4.02(c)). Section 4.02A(b) applies to Employees who were on the Seniority List on or after June 1, 2006. Section 4.02(b) (but not this new Section 4.02A(b)) of the Plan continues to apply to former pilots receiving temporary disability benefits who were no longer on the Seniority List as of June 1, 2006:

“4.02A (b) Amount of Temporary Disability Benefits:

Until October 1, 2009, an Employee who was on the Seniority List on or after June 1, 2006, and becomes temporarily disabled shall be entitled to a semi-monthly benefit equal to (i) reduced by (ii), where:

- (i) is equal to 50% of semi-monthly Final Average Earnings; and
- (ii) is the sum of the following (pro-rated, as necessary, for application of each offset on a semi-monthly basis):
 - (aa) Any disability benefit which is payable under any temporary disability or cash sickness benefit law or under an applicable workers' compensation law 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

(bb) (1) The amount of the retired Employee's retirement benefit from each of the terminated defined benefit plans (Retirement Plan, Bridge Plan and Supplemental Annuity Plan) that would have been paid had such defined benefit plan not been terminated, rather than on the amount of retirement benefit actually paid to the retired pilot under the terminated defined benefit plan. The variable benefit feature and future adjustments in the retirement benefits under a defined benefit plan will be ignored in computing this offset. Once the offset with respect to a defined benefit plan is calculated and adjusted to reflect the termination of that defined benefit plan, the calculated offset with respect to that defined benefit plan will be frozen. The calculated retirement benefit is offset at the time benefits are actually paid to the retiree under the terminated Retirement Plan or at the time benefits would have been

paid to the retired pilot under the terminated Bridge Plan and Supplemental Annuity Plan.

(2) This subparagraph (bb)(2) (and not subparagraph (bb)(1) above), shall apply in the case of an RRP who becomes eligible for Temporary Disability benefits under this Plan. The following retirement benefit offsets to his Temporary Disability benefit under the Plan will be applied monthly beginning with the first Temporary Disability benefit payment:

(A) The amount of the RRP's calculated retirement benefits due to his previous period of employment that would have been paid under the Delta Pilots Retirement Plan, Delta Pilots Bridge Plan and Delta Pilots Supplemental Annuity Plan ("Defined Benefit Plans") had such plans not been terminated. The amount of this offset is determined as of the first date benefits under such Defined Benefit Plans were paid to the RRP, as changed yearly through September 2, 2006 for variable adjustments.

(B) The annuity equivalent of his benefit under the terminated Delta Pilots Money Purchase Pension Plan, determined in

accordance with LOA #9 to the PWA as of the date of distribution to him.

(C) Benefits under the Western Air Lines Defined Benefit Plan (D-Plan) (or following termination of the Western D-Plan, from the insurance company) that constitute an offset to the benefits under the Defined Benefit Plans. The amount of this offset is determined as of the first date benefits under the Western Air Lines Defined Benefit Plan were paid to the RRP.

(3) This subparagraph (bb)(3) (and not paragraph (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: (i) at the time the first distribution from the NWA MP3 is actually paid after the Participant's retirement to or on account of the Participant; or (ii) if earlier, at the Participant's age 62. 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.

(C) At age 62 and older, benefits the pilot is eligible to receive from the NWA Pension Plan and NWA Excess Plan (expressed as a single life annuity) will be offset.

On and after October 1, 2009, an Employee who was on the Seniority List on or after June 1, 2006, and becomes temporarily disabled (whether or not his Event Date is before or after October 1, 2009) shall instead be entitled to a semi-monthly benefit equal to (iii) reduced by (iv), where:

(iii) is equal to 50% of semi-monthly Final Average Earnings; and

(iv) is the sum of the following (pro-rated, as necessary, for application of each on a semi-monthly basis):

(aa) Any disability benefit which is payable under any temporary disability or cash sickness benefit law or under an applicable Workers' Compensation law 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

(bb) (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 and by the retirement benefits actually paid from the Western Pilots Defined Benefit Plan (D-Plan) (or following termination of the Western D-Plan, from the insurance company) that constitute an offset to the

retirement benefits paid by the PBGC 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 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.

(2) This subparagraph (iv) (bb) (2) (and not subparagraph (iv) (bb) (1) above), shall apply in the case of an RRP who becomes eligible for Temporary Disability benefits under this Plan. The following retirement benefit offsets to his Temporary Disability benefit under the Plan will be applied monthly beginning with the first Temporary Disability benefit payment:

(A) The RRP's retirement benefit actually paid by the PBGC attributable to the terminated Retirement Plan.

(B) Benefits actually paid from the Western Air Lines Defined Benefit Plan (or following termination of the Western D-Plan, from the

insurance company) that constitute an offset to the retirement benefits paid by the PBGC attributable to the terminated Retirement Plan. The amount of this offset is determined as of the first date benefits under the Western Air Lines Defined Benefit Plan were paid to the RRP.

(C) Offsets for retirement benefits will be based on the single life annuity form of benefit, regardless of the form actually paid. Disability benefits will not be offset by any benefits attributable to the terminated Money Purchase Pension Plan, the terminated Bridge Plan or the terminated Supplemental Annuity Plan.

- (3) This subparagraph (iv) (bb) (3) (and not subparagraphs (iv) (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 Benefit 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's Retirement 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."

15. Effective with respect to pilots on the Seniority List on June 1, 2006, new subsections (iv) and (v) are hereby added to Section 4.02(c), as follows:

“(iv) Temporary Disability Benefits will not be paid in respect of any period after the Participant’s attainment of the FAA Mandatory Retirement Age.”

“(v) Effective for Participants on the Seniority List on or after October 30, 2008, Temporary Disability Benefits will not be paid in respect of any period after the later of:

(A) the Participant’s attainment of the FAA Mandatory Retirement Age; or

(B) the earlier of (I) the date the Participant has received 60 months of Long Term Disability benefits; or (II) the date there are no longer aircraft in revenue service listed in Section 22 B. of the PWA with Second Officer positions.”

16. Effective June 1, 2006, Section 4.03(b) of the Plan is amended to designate the current subparagraph (ii) as subparagraph (iii), and to add a new subparagraph (ii) and (iv). Subparagraph (v) is added to Plan effective October 30, 2008:

“(ii) For a Participant who was on the Seniority List on or after June 1, 2006, 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. The Plan Administrator may not direct such a medical review more than once per year. The medical review process is the exclusive procedure to determine whether a Participant who undergoes such a review is eligible to exercise the privileges of his First Class Medical Certificate, and the decision made in accordance with the process is final and binding on both the Plan Administrator and the Participant.”

“(iv) For a Participant who was on the Seniority List on or after June 1, 2006, Long Term Disability Benefits will not be paid in respect of any period after the Participant’s attainment of the FAA Mandatory Retirement Age.”

“(v) Effective for Participants on the Seniority List on or after October 30, 2008, Long Term Disability Benefits will not be paid in respect of any period after the later of:

- (A) the Participant’s attainment of the FAA Mandatory Retirement Age; or
- (B) the earlier of (I) the date the Participant has received 60 months of Long Term Disability benefits; or (II) the date there are no longer aircraft in revenue service listed in Section 22 B. of the PWA with Second Officer positions.”

17. Effective October 30, 2008, with respect to Employees who were on the Seniority List on or after June 1, 2006, Section 4.03(c)(i)(B) is deleted in its entirety and the following new Section 4.03(c)(i)(B) is inserted in its place:

“(B) is the sum of the following (determined on a monthly basis):

(1) the amount of retirement benefits paid to or on account of the Employee, as described in Section 4.03(c)(iii)(A) or (B) or Section 4.03A(c)(iii)(A) or (B), or in the case of an Employee who is an RRP, as described in Section 4.03(c)(iv) or Section 4.03A(c)(iv), or in the case of a Former NWA Pilot, as described in Section 4.03(c)(v) or Section 4.03A(c)(v);

(2) workers’ compensation payments 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;

(3) effective for Long-Term Disability benefits payable on or after October 1, 2007, Earned Income from employment that exceeds the amount of the Long-Term Disability benefit amount (as calculated before application of other offsets, but after adjustment of the variable portion of the benefit, as described in Section 6.02 of the Plan). A Participant must report both an estimated and actual amount of Earned Income to the Plan once per year when requested by the Plan Administrator.

This benefit will continue monthly for as long as the Employee remains eligible for Long-Term Disability benefits pursuant to this Plan. Provided, however, that Long-Term Disability Benefits will not be payable to a pilot or Participant in respect of a period after the later of: (i) the pilot or Participant's attainment of the FAA Mandatory Retirement Age; and (ii) the earlier of the date the Employee has received 60 months of Long-Term Disability Benefit payments or the date there are no longer aircraft in revenue service listed in Section 22 B. of the PWA with Second Officer positions."

18. Effective as set forth in the provisions below, Section 4.03A(c)(iii) is added to Section 4.03(c) of the Plan (following Section 4.03(c)(iii) and preceding Section 4.03(c)(iv)). Section 4.03A(c)(iii) applies to Employees who were on the Seniority List on or after June 1, 2006. Section 4.03(c) of the Plan (other than this change to add 4.03A(c)(iii) and the changes made above in Paragraph 17 of this Tenth Amendment) continues to apply to former pilots receiving long-term disability benefits who were no longer on the Seniority List as of June 1, 2006.

"4.03A (c)(iii) (A) If retirement benefits are paid for any month before October 1, 2009 to an Employee who was on the Seniority List on or after June 1, 2006, and a Long-Term Disability benefit is payable under this Section 4.03(c) for that month, the offset to the Employee's Long-Term Disability benefits with respect to the terminated Delta Pilots Retirement Plan, Delta Pilots Bridge Plan or Delta Pilots Supplemental Annuity Plan (on a monthly basis) will be calculated based on the amount of the retiree's retirement benefit that would have been paid under that

terminated plan on a monthly basis, had such defined benefit plan not been terminated, rather than on the amount of retirement benefit actually paid to the retiree under the terminated plan. For this purpose the variable benefit feature and future adjustments in the retirement benefits under a defined benefit plan will be ignored in computing the above offset. Once the offset with respect to a defined benefit plan is calculated and adjusted to reflect the termination of that defined benefit plan, the calculated offset with respect to that defined benefit plan will be frozen. In addition, the retirement benefits actually paid from the Western Pilots Defined Benefit Plan (D-Plan) (or following termination of the Western D-Plan, from the insurance company) which constitute an offset to the retirement benefits paid from the terminated Retirement Plan will offset the Long Term Disability benefits. 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 factors under the plan from which the respective retirement benefit is paid, or if that plan has no such factors, 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.

(B) If retirement benefits are paid for any month on or after October 1, 2009 to an Employee who was on the Seniority List on or after June 1, 2006, and a Long-Term Disability benefit is payable under this Section 4.03(c) for that month, then the amount of such Long-Term Disability benefit shall be reduced dollar for dollar (on a monthly basis) by the retirement benefits that are actually paid by the PBGC (on a monthly basis) attributable to the terminated Retirement Plan, plus the retirement benefits actually paid from the Western Pilots Defined Benefit Plan (D-Plan) (or following termination of the Western D-Plan, from the insurance company) which constitutes an offset to the retirement benefits paid by the PBGC 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 factors under the plan from which the respective retirement benefit is paid, or if that plan has no such factors, 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 Delta Pilots Money Purchase Pension Plan, the terminated Delta Pilots Bridge Plan or the terminated Delta Pilots Supplemental Annuity Plan."

19. Effective as set forth in the provisions below, new Section 4.03A(c)(iv) is added to Section 4.03(c) of the Plan (following Section 4.03(c)(iv) and preceding Section 4.03(c)(v)). This provision applies to RRP's who were on the Seniority List on or after June 1, 2006. Section 4.03(c) of the Plan (other than the changes made above in Paragraph 17 of this Tenth Amendment) continues to apply to former pilots receiving long-term disability benefits who were no longer on the Seniority List as of June 1, 2006:

"4.03A (c)(iv)(A) If retirement benefits are paid for any month before October 1, 2009 to a RRP who was on the Seniority List on or after June 1, 2006, and a Long-Term Disability benefit is payable under this Section 4.03(c) for that month, the following retirement benefit offsets to his Long Term Disability benefit under the Plan will be applied monthly beginning with the first disability payment:

(1) The amount of the RRP's calculated retirement benefits due to his previous period of employment that would have been paid under the Delta Pilots Retirement Plan, Delta Pilots Bridge Plan and Delta Pilots Supplemental Annuity Plan ("Defined Benefit Plans") had such plans not been terminated. The amount of this offset is determined as of the first date benefits under such Defined Benefit Plans were paid to the RRP, as changed yearly through September 2, 2006 for variable adjustments.

(2) The annuity equivalent of his benefit under the terminated Delta Pilots Money Purchase Pension Plan, determined in accordance with LOA #9 to the PWA as of the date of distribution to him.

(3) The annuity equivalent of his Delta Pilots Defined Contribution Plan account with respect to his first period of employment, determined as described in Section 4.03A(c)(iii)(A). The amount of this offset is determined as of the first date benefits under the DC Plan are (or were) actually paid to him.

(4) 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 4.03A(c)(iii)(A).

(5) Benefits under the Western Air Lines Defined Benefit Plan, as described in Section 4.03A(c)(iii)(A). The amount of this offset is determined as of the first date benefits under the Western Air Lines Defined Benefit Plan were paid to the RRP.

(B) If retirement benefits are paid for any month on or after October 1, 2009 to a RRP who was on the Seniority List on or after June 1, 2006, and a Long-Term Disability benefit is payable under this Section 4.03(c) for that month, then the following retirement benefit offsets will be applied:

(1) The gross amount of retirement benefits that are actually paid by the PBGC to the RRP attributable to the terminated Retirement Plan.

(2) The annuity equivalent of his Delta Pilots Defined Contribution Plan account with respect to his first period of employment, determined as described in Section 4.03A(c)(iii)(B) . The amount of this offset is determined as of the first date benefits under the DC Plan are (or were) actually paid to him.

(3) 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 4.03A(c)(iii)(B).

(4) Benefits under the Western Air Lines Defined Benefit Plan, as described in Section 4.03A(c)(iii)(B). The amount of this offset is determined as of the first date benefits under the Western Air Lines Defined Benefit Plan were paid to the RRP.”

20. Effective for payments made on or after October 1, 2009, Section 4.03(c)(v) of the Plan is deleted and the following new paragraph 4.03(c)(v) is inserted in its place:

“(v) For a Former NWA Pilot, a Long-Term Disability benefit payable under this Section 4.03(c) (regardless of whether such Long-Term Disability benefit is calculated in accordance with subparagraph (1) or (2) of Section 4.03(c)(i)(A)), shall be reduced dollar for dollar (on a monthly basis) by:

(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 4.03(c). If such retirement benefits are paid in a form other than a single life annuity, then for purposes of this subparagraph such amount shall be converted to an actuarially equivalent single life

annuity using the actuarial assumptions specified in the NWA Pension Plan; and

(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's Retirement 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; 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's retirement, 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. "

21. Effective October 30, 2008, Section 4.03(e)(ii) of the Plan is deleted and the following new Sections 4.03(e)(ii) and 4.03(e)(iii) are inserted in its place:

"(ii) If, after (A) a NWA Disabled Pilot described in Section 2.09 (c) successfully completes qualification training, including operating experience; or (B) a NWA Disabled Pilot described in Section 2.09 (d) who has not commenced his normal retirement pension from the NWA Pension Plan presents a first

class medical certificate to the Company and the Company determines that he meets the applicable physical standards under Section 15 B. of the PWA, such Pilot again becomes disabled for the same disability within twelve months of his return to Active Payroll Status, then his disability benefits will be calculated and paid under the terms of the NWA LTD Plan (as set forth in Appendix B of the Plan), not the NWA Pension Plan. If such a Pilot returns to work (in the manner described in the preceding sentence) and again becomes disabled for a different disability or at least twelve months after his return to Active Payroll Status, then his disability benefits will be calculated and paid under the terms of this Plan (other than Appendix B). For purposes of this calculation, to the extent that the Pilot's Earnings do not fill the entire twelve or thirty-six month measurement period used to determine Final Average Earnings under Sections 4.02 and 4.03, then amounts paid while the Pilot was an NWA airman (to the extent such amounts would meet the definition of Earnings under this Plan, if such Earnings had been paid by the Company) will be considered in the determination of the Pilot's Earnings.

(iii) If, after a NWA Disabled Pilot described in Section 2.09(d) who has commenced a normal retirement pension from the NWA Pension Plan recovers and returns to Active Payroll Status, such Pilot again becomes disabled, then his disability benefits will be calculated and paid under the terms of this Plan (other than Appendix B). For purposes of this calculation, to the extent that the Pilot's Earnings do not fill the entire twelve or thirty-six month

measurement period used to determine Final Average Earnings under Sections 4.02 and 4.03, then amounts paid while the Pilot was an NWA airman (to the extent such amounts would meet the definition of Earnings under this Plan, if such Earnings had been paid by the Company) will be considered in the determination of the Pilot's Earnings."

22. Effective for Event Dates on or after February 1, 2010, Section 4.03(f) of the Plan is amended to read as follows:

"(f) Limitation: Long-Term Disability Benefits paid for psychiatric conditions, alcoholism and drug abuse are limited to a 24-month lifetime maximum."

23. Effective for Event Dates on or after February 1, 2010, Section 4.04 of the Plan is amended to delete Section 4.04(iv) and to amend Sections 4.04(ii) and (iii) to read as follows:

"(ii) directly or indirectly caused or contributed to by intentional self-injury; or
(iii) directly caused or contributed to by crop dusting, spraying or seeding."

24. Effective October 30, 2008, Section 4.05(c) of the Plan is amended as follows: Change the title to "Limits on Top-Up Disability Benefit:"; label the current text as Section 4.05(c)(i), and add new Section 4.05(c)(ii) to read as follows:

"(ii) No Top-Up Disability benefits will be paid to a Former NWA Pilot after he has Retired or otherwise terminated employment."

25. The following additional paragraph is added to the end of Section 5.02(c)(iii) of the Plan. This reflects the current administration of the Plan with respect to the calculation of monthly income survivor benefits of Participants who die on or after September 1, 2001, are eligible for the monthly income survivor benefits and are receiving both disability benefits from this Plan and retirement benefits from the Retirement Plan at the time of death:

“For the avoidance of doubt, if an Employee is receiving both a disability benefit from this Plan and a retirement benefit from the Retirement Plan at the time of his death (including a retirement benefit from the PBGC attributable to the terminated Retirement Plan), the Monthly Income Survivor Benefit will equal 50% of the rate of the monthly disability benefit then being paid to the Employee immediately prior to his death, but disregarding for purposes of this calculation the retirement benefit offset amount (in other words, 50% of the disability benefit being paid at the time of death before it is reduced by the retirement benefit offset).”

26. A new Section 5.03 is hereby added to the Plan effective January 1, 2008, as follows:

“5.03 Term Life Insurance

(a) Eligibility: The Term Life Insurance benefit described in this Section 5.03 of the Plan applies to Employees eligible for this benefit under Section 2.01(b) of the Plan.

(b) Beneficiary: (i) An Employee may designate a person(s) or trust(s) as his beneficiary to receive the Term Life Insurance benefit by filing a written notice with the Plan. The designation of a

beneficiary for the Term Life Insurance will not cause that person to be deemed a survivor under Section 25 of the PWA or for any other Company provided benefit. The beneficiary designation made under this Plan will apply only to the Term Life Insurance benefits payable from this Plan.

(ii) The Term Life Insurance benefit shall be paid in a lump sum to the beneficiary designated by the Participant as described in subclause (i), above. Effective January 1, 2010, if no designated beneficiary survives the Participant or none is designated, the insurance proceeds shall be paid according to the following order:

- (A) To the Participant's surviving legal spouse or domestic partner on file in the Company's records;
- (B) To the Participant's surviving child(ren) in equal amounts, if there is no surviving spouse or domestic partner on file in the Company's records;
- (C) To the Participant's surviving parent(s) in equal amounts, if there is no surviving child; or
- (D) To the Participant's estate, if there is no surviving parent.

(c) Guaranteed Insurability: The Term Life Insurance benefit will provide for guaranteed insurability of all pilots on January 1, 2008 and all future pilots at date of hire.

(d) Amount of Term Life Insurance Benefit prior to Retirement:

- (i) Unless a different amount is elected as described in subclause (ii), the Term Life Insurance benefit is the greater

of (A) \$500,000 or (B) 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.

(ii) Effective January 1, 2010, an Employee or former pilot on disability status, may elect an amount of Term Life Insurance, in lieu of the amount under subclause (i), above, as follows:

(A) During his first enrollment period as a new hire (or the first enrollment period after an Inactive NWA Pilot or NWA Disabled Pilot first becomes eligible for benefits under the Plan), an Employee may elect one of the following amounts: \$50,000, \$200,000, \$300,000 or \$400,000. The amount elected will be effective at the time that the annual enrollment elections for his other benefits become effective. From the Employee's date of hire, until that time, his Term Life Insurance will be the amount under subclause (i).

(B) During the annual open enrollment period, or during an enrollment opportunity extended upon an Employee's return to Active Payroll Status, an Employee, or former pilot on disability status, may elect any of the following amounts of life insurance, if the amount elected is lower than the amount the insured currently has in force: \$50,000, \$200,000, \$300,000 or \$400,000. The amount elected during annual open enrollment will be effective the following January 1 or when the Employee's other enrollment

elections become effective, in the case of an Employee returning to Active Payroll Status.

(C) During the annual open enrollment period or during an enrollment opportunity extended upon a return to Active Payroll Status, and subject to the submission of evidence of insurability satisfactory to the insurer of the Term Life Insurance policy, an Employee on Active Payroll Status may elect any of the following amounts of Term Life Insurance, if the amount elected is higher than the amount the insured currently has in force: \$200,000, \$300,000, \$400,000 or the amount in subclause (i) of this subsection (d). The amount elected during open enrollment will be effective on the following January 1, or, if later, when the evidence of insurability is approved by the Insurer of the Term Life Insurance. The amount elected by an Employee returning to Active Payroll Status will be effective when the Employee's other enrollment elections become effective, or if later, when the evidence of insurability is approved by the Insurer of the Term Life Insurance.

(e) Post-Retirement Term Life Benefit: Immediately after an eligible Employee becomes Retired, the amount of Term Life Insurance will reduce to \$250,000, or after January 1, 2010, if less, the amount of life insurance he has elected and that was in effect at retirement under subsection (d). 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.

(f) Exclusions: There will be no exclusions from coverage under the Term Life Insurance benefit, other than that described in Section 12.02 of the Plan.”

27. The second sentence of Section 10.03 is deleted effective October 30, 2008 and replaced with the following new sentence:

“The Benefit Fund may consist of any combination of trust funds and insurance contracts and effective on CBAID will include the Delta Pilots Disability and Survivorship Trust and, until January 1, 2010, the NWA LTD Trust.”

28. The second sentence of Section 10.05 is deleted effective October 30, 2008 and replaced with the following new sentence:

“Through December 31, 2009, the NWA LTD Trust and the Delta Pilots D&S Trust shall both be available to pay all disability benefits under the Plan; beginning January 1, 2010, the NWA LTD Trust will be terminated and disability benefit payments will be made from the Delta Pilots D&S Trust.”

29. Effective for Plan overpayments discovered after July 1, 2012 and with respect to any Participant, regardless of Event Date, Section 10.07 of the Plan is deleted and the following new Section 10.07 is inserted 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 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. 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 overpayments overpayments of disability benefits 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."

30. Effective January 1, 2010, the third sentence of Section 11.07 of the Plan is deleted and the following new sentence is inserted in its place:

“Effective January 1, 2010, the three core members of the Benefit Funds Investment Committee will be (i) the treasurer of the Company; (ii) the officer primarily responsible for the Company’s internal audit and risk management matters; and (iii) the officer primarily responsible for the Company’s employee benefit matters (other than the Executive Vice President in charge of Human Resources).”

31. Section 12.10(c) of the Plan is deleted and the following new section 12.10(c) is inserted in its place:

“(c) Any action taken by an Employing Company under this Plan may be by resolution of the Board of Directors of the Company, or through approval or ratification by any person or persons duly authorized by resolution of said Board to take such action.”

32. Effective for Participants on the Seniority List on or after June 1, 2006, Appendix A (Neutral Doctor Process) is hereby added to the Plan:

“APPENDIX A

NEUTRAL DOCTOR PROCESS

1. The Plan Administrator of the Delta Pilots Disability and Survivorship Plan (D&S Plan) may use the following process to review the medical records and/or direct a medical review of a Participant who is receiving Long-Term Disability Benefits under the D&S Plan if the Plan Administrator has a good faith belief that he may not qualify for disability benefits under the terms of the D&S Plan. In this case, the Plan Administrator may not direct the medical review more than once per year.

2. If a Participant has been determined by his AME not eligible to exercise the privileges of his First Class Medical Certificate, the Plan Administrator may review the Participant’s medical records.

3. A Participant undergoing such medical review will give the Plan Administrator access to all medical records requested by it.

4. The Plan Administrator may require medical evaluation of the Participant.

5. The Plan Administrator and the ALPA Aeromedical Advisor will confer on the choice of medical evaluator prior to sending the Participant for evaluation if the Participant releases the pertinent information to the ALPA Aeromedical

Advisor.

6. The Plan Administrator will select a Plan medical examiner (PMX).

7. Medical information provided by the Plan Administrator to the PMX will be limited to medically relevant information provided by doctors and treating facilities.

8. The Participant, the Plan Administrator and the PMX will complete the evaluation and any case review process as expeditiously as possible.

9. The PMX will be instructed to provide the Participant with written notice of his determination.

10. If the PMX determines that the Participant is eligible to exercise the privileges of his First Class Medical Certificate, the Participant may initiate further review as provided in paragraph 10 a. If the Participant does not initiate further review within 30 days of receipt of the written determination, in the manner provided in paragraph 10 a., then his disability benefits will terminate effective 30 days after the pilot's receipt of the PMX's determination. Such Participant will be determined to not be eligible for disability benefits.

a. Within 30 days of the Participant's receipt of the PMX's written determination, the Participant may request a review by choosing a qualified medical examiner (PME) to conduct a medical

evaluation for the same purpose as the medical evaluation made by the PMX.

b. Employment of the PME will be at the Participant's expense. However, if the Neutral Medical Examiner (NME) later determines that the Participant is not eligible to exercise the privileges of his First Class Medical Certificate, or if the FAA declines to issue a First Class Medical Certificate to the Participant after the Participant's appeal to the FAA, the Participant will, upon presentation to the Plan Administrator of an itemized bill from the PME, be reimbursed for such expense.

c. A copy of the PME's findings will be furnished to the Plan Administrator.

1) If the PME concurs with the PMX that the Participant is eligible to exercise the privileges of his First Class Medical Certificate, there will be no further review and the Participant will be determined to not be eligible for long-term disability benefits by the Plan Administrator, effective on the date of the PME's determination. Such a Participant must apply to the FAA for a First Class Medical Certificate as soon as possible, but no later than ten days from the date of receipt of the PME's determination. While such application is pending (including any appeal), he will continue to receive such disability benefits. If the AME or the FAA declines to issue a First Class Medical Certificate to such Participant, he

must appeal such decision. If the FAA declines to issue him a First Class Medical Certificate following his appeal, he will continue to receive disability benefits. Note: Such Participant should present his First Class Medical Certificate to his Chief Pilot immediately upon obtaining such certificate as specified in Section 15 C. of the PWA, at which time his disability benefits will cease.

2) If the PME does not concur with the PMX, the Participant may initiate further review by making a written request to the Plan Administrator within 30 days of receipt of the PME's determination. The review will consist of a medical evaluation performed by the NME, preferably a specialist. The NME will be selected by mutual agreement between the PMX and the PME. If the Participant does not initiate this further review, the participant will be determined to not be eligible for disability benefits and such benefits will terminate 30 days after the Participant's receipt of the PME's determination.

d. The NME will issue a determination whether the Participant is eligible to exercise the privileges of his First Class Medical Certificate. Copies of the NME's determination will be furnished to the Plan Administrator and the Participant.

1) If the NME determines that the Participant is eligible to exercise the privileges of his First Class Medical

Certificate, the Participant must apply for a First Class Medical Certificate with an AME of the NME's choosing, as soon as possible, but no later than 30 days from the date of the Participant's receipt of the NME's determination. While the Participant's application is pending, he will continue to receive disability benefits. If the AME or the FAA declines to issue a First Class Medical Certificate to such Participant, he must appeal such decision, during which period he will continue to receive disability benefits. If the FAA issues him a First Class Medical Certificate, he must present such certificate to his Chief Pilot, as specified in Section 15 C. of the PWA. If the FAA declines to issue him a First Class Medical Certificate following his appeal, he will continue to receive disability benefits.

2) If the NME determines that the Participant is eligible to exercise the privileges of his First Class Medical Certificate, the expense of employing the NME will be shared equally by the Participant and the Plan unless the FAA declines to issue a First Class Medical Certificate, in which case the expense of employing the NME will be borne by the Plan. The FAA's determination will be final and binding on the Plan Administrator and the Participant.

3) If the NME determines that the Participant is not eligible to exercise the privileges of his First Class Medical Certificate, the Participant will be determined to be eligible

for Long-Term Disability Benefits by the Plan Administrator. The expense of employing the NME will be borne entirely by the Plan. The NME's determination will be final and binding on the Plan Administrator and the Participant.

11. The medical review process set forth herein is the exclusive procedure for the Plan Administrator to determine whether a Participant is eligible to exercise the privileges of his First Class Medical Certificate, and the decision made in accordance with this process is final and binding on both the Plan Administrator and the Participant."

33. Effective October 30, 2008, Section 3.1.2(e) of Appendix B of the Plan is deleted and the following new Section 3.1.2(e) is inserted in its place:

"(e) The amount of the LTD Benefit shall be offset (but not to the extent that the LTD Benefit would be reduced to less than zero) by pension benefits under the Pension Plan as follows:

(i) With respect to pilots on the Seniority List on and after October 30, 2008, the amount of the LTD Benefit payable on the first day of a calendar month shall be offset by the amount of the pension benefit actually paid to the Participant under the Pension Plan as of the last day of the prior calendar month.

(ii) With respect to pilots who are no longer on the Seniority List as of October 30, 2008:

- (A) Prior to age sixty-two (62) years, the amount of the LTD Benefit payable on the first day of a calendar month shall be offset by the amount of the pension benefit actually paid to the Participant under the Pension Plan as of the last day of the prior calendar month.

- (B) At and after age sixty-two (62) years, the amount of the LTD Benefit payable on the first day of a calendar month shall be offset, in the case of a Participant who has elected to commence receipt of pension benefits, by the amount of the pension benefit actually paid as of the last day of the prior calendar month, or, in the case of a Participant who has not elected to commence receipt of pension benefits, by the amount which the Participant would be eligible to receive as of the last day of the prior calendar month.”

34. Effective October 30, 2008 delete Section 3.1.4(b) and (c) of Appendix B of the Plan and replace them with the following new Sections 3.1.4(b) and (c):

“(b) If earlier, the last payment of the LTD Benefit shall be due on the first day of the calendar month following the calendar month in which the Participant recovers from Disability. If the Participant recovers from Disability and

returns to active payroll status, such final payment of the LTD Benefit will be a prorated monthly payment, based on the number of days of Disability prior to return to active payroll status.

(c) If earlier, the last payment of the LTD Benefit shall be due on the first day of the calendar month following the calendar month in which the Participant dies. Such final payment will be a prorated monthly payment based on the number of days of Disability through the date the Participant dies.”

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

IN WITNESS WHEREOF, this Amendment has been executed this 21 day of December, 2012, but effective as provided herein.

DELTA AIR LINES, INC.

DOB By: *Maureen J. Gray*
Title: *Executive Vice President -*
HUMAN RESOURCES AND LABOR RELATIONS