

**FIRST AMENDMENT TO THE TRUST AGREEMENT FOR THE DELTA  
PILOTS DISABILITY AND SURVIVORSHIP TRUST  
(As Amended and Restated Effective July 1, 2001)**

The **Trust Agreement** (the "Agreement") for the Delta Pilots Disability and Survivorship Trust, as amended and restated effective July 1, 2001 (the "Trust") is hereby amended by Delta Air Lines, Inc., (the "Company") and JPMorgan Chase Bank, N.A. (the "Trustee") effective June 1, 2006.

**WHEREAS**, the Company has entered into a collective bargaining agreement (the Pilots Working Agreement) with the Air Line Pilots Association (ALPA) which represents the airline pilots in the service of the Company; and

**WHEREAS**, the Pilots Working Agreement was modified by Letter of Agreement #51 (LOA #51) that was agreed to between the Company and ALPA on April 14, 2006; and

**WHEREAS**, in LOA #51 the Company agreed to amend the Agreement to restrict the use of the Trust assets to certain purposes; and

**WHEREAS**, the Company and the Trustee must enter into this amendment in order to change the terms of the Agreement to be in compliance with LOA #51, effective as of June 1, 2006

**NOW, THEREFORE, THE AGREEMENT IS AMENDED AS FOLLOWS:**

1. Section 2.6 of the Agreement is deleted and the following new Section 2.6 is inserted in its place as follows, so that, effective June 1, 2006, Section 2.6 reads:

2.6 No Reversion to Employers.

No portion of the principal or income of the Trust shall revert to or be recoverable by the Company or any Employer or ever be used or diverted to any purpose other than for the expenses of administering the Plan or the Trust Fund or for the exclusive benefit of Participants in the Plan and Persons claiming under or through them pursuant to the Plan. Notwithstanding any provisions of the Plan or the Trust to the contrary and notwithstanding any agreement between the Company or its successors and the Association, in no event and under no circumstances shall any amendment to the Plan or Trust become effective if the effect of the amendment is to expand the class of individuals eligible to participate in the Plan in violation of the provisions of Section 2.07 of the Plan.

Notwithstanding any provision herein to the contrary, if a contribution or any portion thereof is made by the Company or an Employer by a mistake of fact, the Trustee shall, upon written request of the Company or such Employer, return such amounts as may be permitted by law to the Company or such Employer, as appropriate, within one year after the date of payment to the Trustee and assets may be returned to the Employer to the extent that the law permits such transfer. The Trustee shall be under no obligation to return any part of the Trust Fund as provided in this Section 2.6 until the Trustee has received a written certification from the Administrative Committee or its designee that such return is in compliance with this Section 2.6, the Plan, and the requirements of Applicable Law. The Trustee shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety. Notwithstanding the foregoing, excess insurance premiums, based upon the actuarial experience of the insured, may be rebated to the Company.

2. Section 13.2 of the Agreement is deleted in its entirety and the following new Section 13.2 is inserted in its place, so that effective June 1, 2006, Section 13.2 of the Agreement reads:

13.2 Entire Agreement; Amendment.

This Agreement, together with any fee agreement between the parties, sets out the entire agreement between the parties in connection with the subject matter, and this Agreement supersedes any prior agreement, statement, or

representation relating to the obligations of the Trustee, whether oral or written. This Agreement may be amended by written agreement between the Trustee and the Company at any time and from time to time, and the provisions of such amendment may be applicable to the Trust Fund as constituted at the time of the amendment as well to the part of the Trust Fund subsequently acquired, provided, however, that in no event and under no circumstances shall any amendment to the Plan or Trust become effective if the effect of the amendment is to expand the class of individuals eligible to participate in the Plan in violation of the provisions of Section 2.07 of the Plan.

3. Except for the changes described in Paragraphs 1 and 2, above, no other changes are made in the Agreement, which shall continue as amended.

IN WITNESS OF THE FOREGOING, the undersigned have caused this instrument to be executed by their duly authorized officers on the dates shown below, but effective June 1, 2006.

**DELTA AIR LINES, INC.**

By: *Brian Johnston*

*BJ* Title: Chairman – Benefit Funds Inv Committee

Date: June 1, 2006

**JPMORGAN CHASE BANK, N.A.**

By: *Peter Dunne*

Title: Vice President

Date: June 2, 2006