

CODESHARING AGREEMENT

This Agreement ("Agreement"), effective 1 April, 2001, is by and between South African Airways (PTY) Ltd. ("Marketing Carrier") and Atlantic Southeast Airlines, Inc. ("ASA" or "Operating Carrier") (also referred to herein as a "Party" or the "Parties").

Recitals

The Parties desire to enter into a Codeshare arrangement in respect of scheduled air transportation services operated by ASA over the city pair routes described in **Exhibit A-2** (the "Codeshare Flights"). This Agreement will improve the ability of the Parties to offer enhanced air transportation services to the public and the communities they serve or may choose to serve.

Delta Air Lines, Inc. ("Delta") and Marketing Carrier have entered into that certain agreement (including any amendments thereto, the "Main Agreement"), a copy of which is attached hereto as **Exhibit B**

In consideration of the mutual understandings and commitments set forth herein, the Parties agree to enter into this Agreement offering Codeshare Flights to the traveling public on the Routes, all on the terms and conditions set forth herein:

1. ASA and Marketing Carrier agree that they shall be bound by the Main Agreement on the same terms and conditions as set out in the Main Agreement, as if ASA and Marketing Carrier were the parties to the Main Agreement (including defined terms in the Main Agreement not otherwise defined herein), except that **Exhibit A-1** attached hereto is hereby deemed to be the **Exhibit A-1** for purposes of the Parties' obligations hereunder and under the Main Agreement.

2. ASA and Marketing Carrier agree that the terms and conditions of the Main Agreement are hereby made a part of and incorporated by reference into this Agreement, and except as indicated otherwise herein, the terms and conditions of the Main Agreement shall govern the Codeshare Flights operated by ASA; provided that, the Parties agree that ASA shall be deemed to have satisfied any of its obligation under this Agreement or the Main Agreement if Delta performs or satisfies such obligation for or on behalf of ASA.

3. Marketing Carrier shall pay ASA for seats sold on ASA operated flights pursuant to the terms of the Main Agreement, as applicable, and the Special Prorate Agreement in effect between ASA (or Delta) and Marketing Carrier.

4. This Agreement shall in all respects be governed by and interpreted in accordance with the laws of the State of New York and the laws of the United States of America (without regard to principles of conflicts of law) including all matters of construction, validity and performance applicable to contracts made and to be performed therein.

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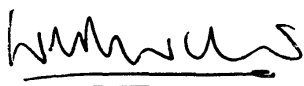
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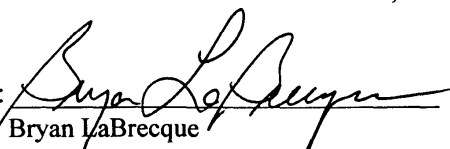
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives, effective on the day and year first above written.

Executed in duplicate, both in English.

SOUTH AFRICAN AIRWAYS (PTY) LTD.

ATLANTIC SOUTHEAST AIRLINES, INC.

By: 
Name: Willy Boulter
Title: VP Alliances, Network Strategy and Revenue Management

By: 
Bryan LaBrecque
SVP - Ground Operations

Notices:

Notices to ASA shall be addressed to:

Atlantic Southeast Airlines, Inc.
100 Hartsfield Centre Parkway
Suite 800
Atlanta, GA 30354
USA *Sam Watts*
Attention: ~~Charles Gerrick~~ *Art*
Facsimile No. 404-209-1829

with a copy to:

Delta Air Lines, Inc.
1030 Delta Boulevard
Hartsfield Atlanta International Airport
Atlanta, Ga., 30320, USA
Attn: Senior VP-General Counsel
Phone: 404-715-2387
Fax: 404-715-2106

Notices to SAA shall be addressed to:

South African Airways
Airways Park
Private Bag X13
Johannesburg International Airport
1627
South Africa
Attention: Ingrid Rubin
Senior Manager: Alliances and Network
Strategy - Americas
Facsimile Number: 011-27-11-978-1725

with a copy to:

Attention: Joan Cuss
Senior Manager: Legal Services
Facsimile Number: 011-27-11-978-2033