AMENDMENT TO THE DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN

Effective July 1, 1976, the DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN (the "Plan") is hereby amended as follows:

1. Section 5.01 of the Plan is hereby amended to read as follows:

DISABILITY BENEFITS: A Participant who becomes Disabled in accordance with the definition in Section 1.08 shall be entitled to a monthly income benefit equal to 50% of his average monthly Earnings during the last 12 consecutive calendar months prior to the Event Date, for which he receives full normal This benefit will continue monthly for as Earnings. long as the Participant remains Disabled; provided, if a retirement income benefit from the Delta Pilots Retirement Plan is paid for any month for which a benefit is paid under this Section 5.01, then the benefit under Section 5.01 shall be reduced dollar for dollar (but not below zero) by such retirement income benefit as actually paid or, if such benefit is paid in the form of a joint and 50% survivor annuity, as such benefit would have been payable in the form of a life only benefit for the life of the Participant.

Upon the Death of a Participant who is receiving monthly disability benefits from this Plan or who is eligible to receive disability benefits except that twelve months have not elapsed since his Company paid sick-leave expired, a monthly income shall be payable to the Participant's Eligible Family Members equal to 50% of the rate of monthly benefit currently being paid or to be paid to the Participant immediately prior to his death.

- 2. Section 6.01 (Temporary Disability Benefits) is hereby amended by revising paragraph (c) thereof to read as follows:
 - is payable under any temporary disability or cash sickness benefit law or under any application workmen's compensation law or occupational disease law, whether or not payment of such benefit is forfeited because of failure to apply and (ii) the retirement income benefit (prorated on a weekly basis) from the Delta Pilots Retirement Plan which actually is paid for any period in which a benefit is paid under this Section 6.01, provided, if such retirement

income benefit actually is paid in the form of a joint and 50% survivor annuity, then for purposes of this paragraph (c) the retirement income benefit shall be deemed to be the amount which would have been payable in the form of a life only benefit for the life of the Participant.

- 3. Except as expressly amended herein all other terms and conditions of the Plan shall remain in full force and effect.
- 4. This Amendment is expressly subject to the conditions that it shall be approved and qualified by the Internal Revenue Service as meeting the requirements of the Federal Internal Revenue Code and Regulations issued thereunder with respect to employee trust. The Company shall have the right to amend this Amendment as it may deem necessary or advisable in order to qualify this Amendment under the provisions of Section 501(c)(9) of the Internal Revenue Code, and any such amendment by its terms may be retroactive, as provided under that Section.

IN WITNESS WHEREOF, Delta Air Lines, Inc. has caused this instrument to be executed on the 14th day of March, 1978.

BY:
Senior Vice President-Finance
and Treasurer

ATTEST:

Assistant Secretary

(CORPORATE SEAL)