

AMENDMENT TO DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN

The Delta Pilots Disability and Survivorship Plan (as Amended and Restated effective July 1, 1986) (the "Plan") is hereby amended effective June 1, 1992. This amendment shall apply to pilots who are on Active Payroll Status as of June 1, 1992.

1. Section 3.01(b) of the Plan is hereby deleted in its entirety and the following new Section 3.01(b) is inserted in its place as follows:

(b) Long Term Disability Benefits under Section 4.03 which are paid to a former Western or Pan American pilot on or after the Employee's 65th birthdate, or, if later, the date upon which he has received Long Term Disability benefits for five years.

2. Section 4.02(b)(ii)(bb) is hereby deleted in its entirety and the following new Section 4.02(b)(ii)(bb) is inserted in its place as follows:

(bb) The gross amount of retirement benefits (pro-rated on a weekly basis) actually paid to or on account of the Employee from the Retirement Plan, Target Plan, Bridge Plan and any other non-qualified retirement plans maintained by the Company for any period in which a benefit is paid under this Section 4.02 plus the gross amount actually paid from the Western Pilots Defined Benefit Plan (D-Plan) which constitutes an offset to the benefit paid from the Retirement Plan. 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 for this purpose, actuarial equivalent factors under the plan from which the respective retirement benefit is paid, or if the plan has no such factors, the Actuarial Equivalent as that term is defined in the Retirement Plan.

3. Section 4.03(d) is hereby deleted in its entirety and Section 4.03(e) is redesignated as Section 4.03(d).

4. Section 4.03(c) is hereby deleted in its entirety and a new Section 4.03(c) is inserted in its place as follows:

(c) Amount of Long Term Disability Benefits:

- (i) An Employee who is eligible for Long Term Disability benefits shall be entitled to a monthly income benefit equal to 50% of the average of his highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status less the amount of retirement benefits paid to or on account of the Employee as described in subparagraph (iii) of this Section 4.03(c). Subject to the adjustment described in subparagraph (ii) of this Section 4.03(c), this benefit will continue monthly for as long as the Employee remains eligible for Long Term Disability benefits.
- (ii) Upon the reaching of age 65 or, if later, the date upon which Long Term Disability benefits have been paid for five years (the "Applicable Date"), an Employee who is eligible for Long Term Disability benefits and who was added to the Seniority List (A) upon the merger of Western Air Lines into the Company or (B) immediately following the acquisition of assets from Pan American World Airways, Inc. shall have the amount of his Long Term Disability benefits adjusted as described in this subparagraph (ii). On and after the Applicable Date, the amount of such an Employee's Long Term Disability Benefits will equal 50% of the average of his highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status multiplied by a fraction whereby (A) the numerator of such fraction is the number of actual months of active Delta service earned by the Employee as of the date he was removed from Active Payroll Status, plus potential service from the date of disability to the Employee's Normal Retirement Date, (if any) (the total numerator not to exceed 300); and (B) the denominator of such fraction is 300. The resulting product will be reduced by the amount of retirement benefits paid to the Employee as described in subparagraph (iii) of this Section 4.03(c).
- (iii) If retirement benefits are paid for any month for which a Long Term Disability benefit is payable under this Section 4.03(c) (regardless of whether such Long Term Disability benefit is calculated in accordance with subparagraph (i) or (ii) of this Section 4.03(c)), then the amount of such Long Term Disability benefit shall be reduced dollar for dollar by the sum

of the gross amount of retirement benefits that are actually paid to or on account of the Employee from the Retirement Plan, Target Plan, Bridge Plan, and any other nonqualified retirement benefit plans maintained by the Company, plus the gross amount actually paid from the Western Pilots Defined Benefit Plan (D-Plan) which constitutes an offset to the benefit paid from the 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. The reduction of the Long Term Disability benefit described in this subparagraph (iii) shall first be applied to reduce the level fixed portion of the Long Term Disability benefit. If the level fixed portion of the benefit is reduced to zero, any remaining reduction shall be applied to reduce the variable portion of the Long Term Disability benefit.

5. The first paragraph of Section 5.01(c) of the plan is hereby deleted in its entirety and the following new first paragraph of Section 5.01(c) is inserted in its place as follows:

Amount of Benefits: If an Employee dies while on Active Payroll Status, the Lump Sum Death Benefit shall be the lesser of (i) or (ii), reduced by (iii), where:

6. Section 5.01(d) of the Plan is hereby deleted in its entirety and the following new Section 5.01(d) is inserted in its place as follows:
 - (d) For an Employee retiring on or after his Normal Retirement Date under the Retirement Plan, the maximum post-retirement benefit payable shall be the benefit payable under this section reduced in equal annual decrements in the five years immediately following his retirement date to a minimum benefit of \$10,000. For an Employee retiring on his Early Retirement Date under the Retirement Plan, the maximum post-retirement benefit payable shall be the benefit payable under this section reduced in equal annual decrements in the five years immediately following the Employee's actual retirement date to a minimum of \$5,000. For purposes of this reduction, an Employee receiving disability benefits under this Section shall be deemed to have retired on the date he reaches his Normal Retirement Date

under the Retirement Plan. An Employee whose benefit is reduced pursuant to this Section 5.01(d) may continue his lump sum benefit after retirement at the same level as it was immediately prior to the first decrement being taken until the earlier of five years after his retirement date or age 65 by paying such amounts at such times as the Administrative Committee so designates under Section 10.01.

7. Except as expressly amended herein, all other terms and conditions of the Plan, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, Delta Air Lines, Inc. has caused this instrument to be executed effective as of June 1, 1992.

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Senior Vice President - Personnel