

**AMENDMENT TO DELTA PILOTS  
DISABILITY AND SURVIVORSHIP PLAN  
(As Amended and Restated Effective July 1, 1986)**

The Delta Pilots Disability and Survivorship Plan (as amended and restated effective July 1, 1986) is hereby amended effective August 1, 1994 for all Employees in the Plan other than those Employees who were formerly employed by Pan American World Airways, Inc., Pan Am Corporation or Pan American Shuttle, Inc., (collectively and individually referred to herein as "Pan Am") and who were hired by the Company immediately following the acquisition of Pan Am assets by the Company ("Former Pan Am Pilots"). With respect to Former Pan Am Pilots, this Amendment shall be effective January 1, 1994.

1. Section 1.14 of the Plan is deleted in its entirety and a new Section 1.14 is inserted in its place as follows:


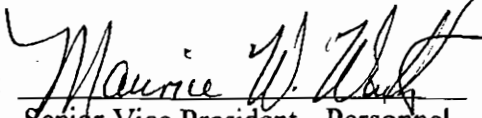
"1.14 Earnings means the amounts paid during each calendar month by an individual as an Employee, computed based upon the regular rate of compensation normally earned by him for personal services rendered to an Employing Company, including overtime, but not reduced by the amount of any voluntary reductions in compensation, and excluding (1) incentive compensation; (2) amounts constituting reimbursements for expenses and expense allowances; (3) any amounts paid in conjunction with retirement, disability, death or termination of

continuous employment in lieu of earned and accrued vacation that has not been taken; and (4) taxable income imputed to an Employee by virtue of fringe benefits provided by an Employing Company.

Notwithstanding the foregoing, during the Abeyance Period (as defined in the Letter Agreement dated October 5, 1994 between the Company and the Air Line Pilots Association, International (the "Letter Agreement")), Earnings shall be equal to 1.02 times Earnings (as defined in the preceding paragraph). If the Delta Master Executive Counsel shall call for a retroactive payment of all deferred pay pursuant to paragraph 6 of the Letter Agreement, then (1) no recomputation of Earnings shall be made with respect to such retroactive payment; and (2) such retroactive payment shall be excluded from the calculation of Earnings hereunder."

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

IN WITNESS WHEREOF, the Company has executed this Amendment effective as of August 1, 1994.

 By:   
Senior Vice President - Personnel