

AMENDMENT TO DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN

The Delta Pilots Disability and Survivorship Plan is hereby amended for all Employees on Active Payroll Status as of the date provided in each individual paragraph below.

1. Effective March 2, 1989, Section 1.28(b) of the Plan is deleted in its entirety and Section 1.28(c) is renumbered as 1.28(b).
2. Effective January 1, 1991, Section 1.28(b) of the Plan is deleted in its entirety and a new Section 1.28(b) is inserted in its place as follows:

"(b) The Spouse must not have been divorced from the Employee on the Event Date. The date of the final decree of divorce shall be the date upon which the Employee is considered to be divorced for purposes of this Section 1.28(b)."

3. Effective August 1, 1990, Section 2.03 of the Plan is deleted in its entirety and a new Section 2.03 is inserted in its place as follows:

"2.03 Extension of Eligibility: An Employee shall also be eligible for benefits under this Plan:

(a) through the first thirty days after furlough pay ends; (b) through the first 30 days of disciplinary suspension; (c) during the first 30 days of leave of absence status without pay; and (d) through the first sixty days of military leave during any twelve month period.

Notwithstanding any other provision of this Plan, an Employee who (1) was called into active military duty after August 1, 1990, and prior to February 29, 1992 and (2) was eligible for benefits under the Plan on such date shall remain eligible for the Lump Sum Death Benefit described in Section 5.01 of the Plan until the earlier of February 29, 1992 or the date the Employee is released from active military duty."

4. Effective March 2, 1989, Section 4.02(b) of the Plan is deleted in its entirety and a new Section 4.02(b) is inserted in its place as follows:

"(b) Amount of Temporary Disability Benefits: An Employee who becomes temporarily disabled shall be entitled to a weekly income benefit equal to (i) reduced by (ii) where:

(i) Is equal to 50% of the average of his highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status immediately preceding the commencement of a period of disability; and

(ii) Is the sum of

(aa) Any disability benefit which is payable under any temporary disability or cash sickness benefit law or under an applicable Workers Compensation law or occupational disease law, whether or not payment of such benefit is forfeited because of failure to apply; and

(bb) The retirement income benefit (pro-rated on a weekly basis) from the Delta Pilots Retirement Plan, Target Plan and Bridge Plan which actually is paid for any period in which a benefit is paid under this section, 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 (bb), 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 a participant."

5. Effective March 2, 1989, Section 4.03(a) of the Plan is deleted in its entirety and a new Section 4.03(a) is inserted in its place as follows:

"(a) Requirements: Following the later of (1) expiration of his Temporary Disability Benefit period; or (2) thirteen weeks after expiration of paid sick leave and/or accident leave, an Employee shall be eligible for Long-Term Disability benefits when he loses his FAA license to fly as an airline pilot because of accidental bodily injury or any sickness or disease, including natural deterioration, which shall result in his being prevented from flying as an airline pilot, and has been denied restoration of such license by the FAA and has appealed or is in the process of appealing such denial to the FAA at its highest appeal level. Such Long-Term Disability benefit payments shall be paid in an amount determined pursuant to Section 4.03(c) or (d) below."

6. Effective March 2, 1989, Section 4.03(c) is deleted in its entirety and Section 4.03(d) is renumbered 4.03(c); 4.03(e) is renumbered 4.03(d); and 4.03(f) is renumbered 4.03(e).

7. Effective March 2, 1989, the first paragraph of Section 5.02(c)(iii) is deleted and a new paragraph is inserted in its place as follows:

"(iii) If death occurs while the Employee is receiving monthly disability benefits from this Plan or during a period the Employee would have been eligible to receive benefits hereunder except that thirteen weeks had not elapsed since his paid sick leave and/or accident leave expired, the Monthly Income Survivor Benefit shall be equal to (aa) reduced by (bb) where"

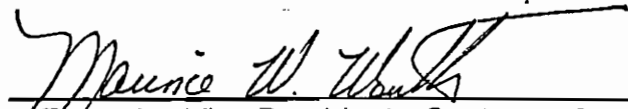
8. Effective October 1, 1990, Section 7.06 of the Plan is renumbered 7.07 and a new Section 7.06 is inserted in its place as follows:

"7.06 Grievance: Following exhaustion of the claims review procedure described in Sections 7.03 and 7.04, a claim for disability benefits or survivor benefits that remains denied and exceeds \$1,500 may be grieved in accordance with Section 18 (Grievance Process) and Section 19 (System Board) of the Working Agreement."

9. 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 described in the first paragraph hereof.

By:


Executive Vice President - Customer Service