

AMENDMENT TO DELTA PILOTS DISABILITY AND SURVIVORSHIP PLAN

The Delta Pilots Disability and Survivorship Plan ("the Plan") is hereby amended effective September 1, 1991 to conform the Plan to the Supplemental Agreement between Delta Air Lines, Inc. and the Airline Pilots in the Service of Delta Air Lines, Inc., dated August 30, 1991 (the "Agreement"). The amendments to the Plan made hereby shall be applicable to Acquired Pilots (as that term is defined in the Agreement) on Active Payroll Status on and after September 1, 1991.

1. Section 3.01 of the Plan is deleted and a new Section 3.01 is inserted in its place as follows:

"3.01 Credited Service: An Employee's Credited Service shall be the number of years and completed months that the Employee was on Active Payroll Status, or during which he has retained or accrued seniority, and shall also include periods of employment as provided in Section 9 (Prior Plans) of the Plan in effect on June 30, 1986, or during which he retained or accrued seniority. Credited Service shall also include periods of time during which disability payments are made from this Plan, provided the Employee is re-employed by an Employing Company or retires under the Retirement Plan immediately after disability payments from the Plan cease. Notwithstanding the foregoing provisions of this Section, Credited Service for a former Western pilot or former Pan American pilot shall be the number of years and completed months during which the Employee was on Active Payroll Status, or during which he has retained or accrued seniority with the Company, as well as, all service accrued pursuant to Section 3 of Appendix A (the Western Plan), in the case of former Western pilots and, in the case of former Pan American pilots, all service accrued while in the employ of Pan American World Airways, Inc.; provided that only service with the Company shall be considered for purposes of:

- (a) the monthly survivors benefit under Section 5.02(c)(iv); and
- (b) Long Term Disability Benefits under Section 4.03, which are paid to a former Western or Pan American pilot on and after the Employee's Normal Retirement Date."

2. The title of Section 4.03(c) of the Plan is amended as follows:

"4.03(c) Amount of Long Term Disability Benefits (Excluding Former Western and Former Pan American Pilots):"

3. Section 4.03(d) is hereby deleted and a new Section 4.03(d) is inserted in its place as follows:

"(d) Amount of Long Term Disability Benefits for Former Western Pilots and Former Pan American Pilots: A former Western pilot or former Pan American pilot who is 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 highest 12 consecutive months of normal Earnings during the last 36 months of Active Payroll Status; provided, however, that on and after such Employee's Normal Retirement Date, such amount shall be multiplied by a fraction of (i) divided by (ii) where:

(i) is the number of actual months of active Delta service, plus potential service from the date of disability to the Normal Retirement Date (not to exceed 300); and

(ii) is 300,

provided, if retirement income benefits from the Retirement Plan, Target Plan, and Bridge Plan are paid for any month for which a benefit is payable under this Section 4.03(d), then the benefit under this Section shall be reduced dollar for dollar (but not below zero) by the sum of the retirement income benefits as are actually paid under the Retirement Plan, Target Plan or Bridge Plan, or if such benefits are 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 Employee. The reduction described in the preceding sentence shall first be applied to reduce the level fixed portion of the 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 benefit. This benefit as calculated pursuant to this Section 4.03(e) will continue monthly for as long as the Employee remains eligible for Long Term Disability benefits."

4. 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 above.

003 By:

Maurice W. Wanta

Title:

Senior Vice President - Personnel

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