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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 10-Q**

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended June 30, 2017**

**Or**

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**Commission File Number 001-5424**



**DELTA AIR LINES, INC.**

(Exact name of registrant as specified in its charter)

**State of Incorporation: Delaware**

**I.R.S. Employer Identification No.: 58-0218548**

**Post Office Box 20706, Atlanta, Georgia 30320-6001**

**Telephone: (404) 715-2600**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

(Do not check if a smaller reporting company)

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

Number of shares outstanding by each class of common stock, as of June 30, 2017 :

Common Stock, \$ 0.0001 par value - 724,030,218 shares outstanding

This document is also available through our website at <http://ir.delta.com/>.

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## Table of Contents

	<b>Page</b>
<a href="#">Forward Looking Statements</a>	<a href="#">1</a>
<a href="#">Review Report of Independent Registered Public Accounting Firm</a>	<a href="#">2</a>
<b><a href="#">Part I. Financial Information</a></b>	
<a href="#">Item 1. Financial Statements</a>	<a href="#">3</a>
<a href="#">Consolidated Balance Sheets</a>	<a href="#">3</a>
<a href="#">Condensed Consolidated Statements of Operations and Comprehensive Income</a>	<a href="#">4</a>
<a href="#">Condensed Consolidated Statements of Cash Flows</a>	<a href="#">5</a>
<a href="#">Notes to the Condensed Consolidated Financial Statements</a>	<a href="#">6</a>
<a href="#">Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">19</a>
<a href="#">Item 3. Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">34</a>
<a href="#">Item 4. Controls and Procedures</a>	<a href="#">34</a>
<b><a href="#">Part II. Other Information</a></b>	
<a href="#">Item 1. Legal Proceedings</a>	<a href="#">34</a>
<a href="#">Item 1A. Risk Factors</a>	<a href="#">34</a>
<a href="#">Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</a>	<a href="#">35</a>
<a href="#">Item 6. Exhibits</a>	<a href="#">36</a>
<a href="#">Signature</a>	<a href="#">37</a>

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Unless otherwise indicated, the terms "Delta," "we," "us" and "our" refer to Delta Air Lines, Inc. and its subsidiaries.

### **FORWARD-LOOKING STATEMENTS**

Statements in this Form 10-Q (or otherwise made by us or on our behalf) that are not historical facts, including statements about our estimates, expectations, beliefs, intentions, projections or strategies for the future, may be "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from historical experience or our present expectations. Known material risk factors applicable to Delta are described in "Item 1A. Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 ("Form 10-K"), other than risks that could apply to any issuer or offering. All forward-looking statements speak only as of the date made, and we undertake no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances that may arise after the date of this report.

## REVIEW REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of  
Delta Air Lines, Inc.

We have reviewed the consolidated balance sheet of Delta Air Lines, Inc. (the Company) as of June 30, 2017 , and the related condensed consolidated statements of operations and comprehensive income for the three-month and six-month periods ended June 30, 2017 and 2016 and the condensed consolidated statements of cash flows for the six-month periods ended June 30, 2017 and 2016 . These financial statements are the responsibility of the Company's management.

We conducted our review in accordance with the standards of the Public Company Accounting Oversight Board (United States). A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States), the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the condensed consolidated financial statements referred to above for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheet of Delta Air Lines, Inc. as of December 31, 2016 , and the related consolidated statements of operations, comprehensive income (loss), cash flows and stockholders' equity for the year then ended (not presented herein) and we expressed an unqualified audit opinion on those consolidated financial statements in our report dated February 13, 2017.

/s/ Ernst & Young LLP

Atlanta, Georgia  
July 13, 2017

**DELTA AIR LINES, INC.**  
**Consolidated Balance Sheets**  
(Unaudited)

(in millions, except share data)	June 30, 2017	December 31, 2016
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 2,241	\$ 2,762
Short-term investments	747	487
Accounts receivable, net of an allowance for uncollectible accounts of \$11 and \$15 at June 30, 2017 and December 31, 2016, respectively	2,164	2,064
Fuel inventory	537	519
Expendable parts and supplies inventories, net of an allowance for obsolescence of \$119 and \$110 at June 30, 2017 and December 31, 2016, respectively	401	372
Prepaid expenses and other	1,087	1,247
Total current assets	7,177	7,451
<b>Property and Equipment, Net:</b>		
Property and equipment, net of accumulated depreciation and amortization of \$13,336 and \$12,456 at June 30, 2017 and December 31, 2016, respectively	25,367	24,375
<b>Other Assets:</b>		
Goodwill	9,794	9,794
Identifiable intangibles, net of accumulated amortization of \$837 and \$828 at June 30, 2017 and December 31, 2016, respectively	4,855	4,844
Deferred income taxes, net	2,077	3,064
Other noncurrent assets	2,545	1,733
Total other assets	19,271	19,435
Total assets	\$ 51,815	\$ 51,261
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities:</b>		
Current maturities of long-term debt and capital leases	\$ 1,098	\$ 1,131
Air traffic liability	6,365	4,626
Accounts payable	2,726	2,572
Accrued salaries and related benefits	2,259	2,924
Frequent flyer deferred revenue	1,726	1,648
Other accrued liabilities	2,457	2,338
Total current liabilities	16,631	15,239
<b>Noncurrent Liabilities:</b>		
Long-term debt and capital leases	7,916	6,201
Pension, postretirement and related benefits	9,623	13,378
Frequent flyer deferred revenue	2,281	2,278
Other noncurrent liabilities	1,885	1,878
Total noncurrent liabilities	21,705	23,735
<b>Commitments and Contingencies</b>		
<b>Stockholders' Equity:</b>		
Common stock at \$0.0001 par value; 1,500,000,000 shares authorized, 731,451,949 and 744,886,938 shares issued at June 30, 2017 and December 31, 2016, respectively	—	—
Additional paid-in capital	12,279	12,294
Retained earnings	8,905	7,903
Accumulated other comprehensive loss	(7,549)	(7,636)
Treasury stock, at cost, 7,421,731 and 14,149,229 shares at June 30, 2017 and December 31, 2016, respectively	(156)	(274)
Total stockholders' equity	13,479	12,287
Total liabilities and stockholders' equity	\$ 51,815	\$ 51,261

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**DELTA AIR LINES, INC.**  
**Condensed Consolidated Statements of Operations and Comprehensive Income**  
**(Unaudited)**

(in millions, except per share data)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
<b>Operating Revenue:</b>				
Passenger:				
Mainline	\$ 7,699	\$ 7,471	\$ 14,103	\$ 13,915
Regional carriers	1,532	1,499	2,816	2,817
Total passenger revenue	9,231	8,970	16,919	16,732
Cargo	183	165	343	327
Other	1,377	1,312	2,677	2,639
Total operating revenue	10,791	10,447	19,939	19,698
<b>Operating Expense:</b>				
Salaries and related costs	2,616	2,391	5,089	4,702
Aircraft fuel and related taxes	1,448	1,228	2,688	2,455
Regional carriers expense	1,081	1,096	2,191	2,102
Depreciation and amortization	535	470	1,075	956
Contracted services	543	484	1,066	960
Aircraft maintenance materials and outside repairs	475	446	993	895
Passenger commissions and other selling expenses	458	437	862	825
Landing fees and other rents	379	376	744	724
Passenger service	271	221	491	410
Profit sharing	338	324	489	596
Aircraft rent	86	66	170	132
Other	533	485	1,000	978
Total operating expense	8,763	8,024	16,858	15,735
<b>Operating Income</b>	2,028	2,423	3,081	3,963
<b>Non-Operating Expense:</b>				
Interest expense, net	(103)	(93)	(197)	(200)
Miscellaneous, net	(34)	20	(78)	21
Total non-operating expense, net	(137)	(73)	(275)	(179)
<b>Income Before Income Taxes</b>	1,891	2,350	2,806	3,784
<b>Income Tax Provision</b>	(667)	(804)	(979)	(1,292)
<b>Net Income</b>	\$ 1,224	\$ 1,546	\$ 1,827	\$ 2,492
<b>Basic Earnings Per Share</b>	\$ 1.68	\$ 2.04	\$ 2.51	\$ 3.25
<b>Diluted Earnings Per Share</b>	\$ 1.68	\$ 2.03	\$ 2.50	\$ 3.23
<b>Cash Dividends Declared Per Share</b>	\$ 0.20	\$ 0.14	\$ 0.41	\$ 0.27
<b>Comprehensive Income</b>	\$ 1,246	\$ 1,546	\$ 1,914	\$ 2,488

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**DELTA AIR LINES, INC.**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

(in millions)	Six Months Ended June 30,	
	2017	2016
<b>Net Cash Provided by Operating Activities</b>	<b>\$ 1,585</b>	<b>\$ 4,226</b>
<b>Cash Flows from Investing Activities:</b>		
Property and equipment additions:		
Flight equipment, including advance payments	(1,292)	(1,644)
Ground property and equipment, including technology	(498)	(273)
Purchase of equity investments	(622)	—
Purchase of short-term investments	(567)	(866)
Redemption of short-term investments	307	1,051
Other, net	(40)	19
Net cash used in investing activities	<u>(2,712)</u>	<u>(1,713)</u>
<b>Cash Flows from Financing Activities:</b>		
Payments on long-term debt and capital lease obligations	(564)	(1,149)
Repurchase of common stock	(800)	(1,801)
Cash dividends	(297)	(210)
Fuel card obligation	341	4
Proceeds from long-term obligations	2,004	450
Other, net	(78)	(117)
Net cash provided by (used in) financing activities	<u>606</u>	<u>(2,823)</u>
<b>Net Decrease in Cash and Cash Equivalents</b>	<b>(521)</b>	<b>(310)</b>
Cash and cash equivalents at beginning of period	2,762	1,972
Cash and cash equivalents at end of period	<u>\$ 2,241</u>	<u>\$ 1,662</u>
<b>Non-Cash Transactions:</b>		
Treasury stock contributed to our qualified defined benefit pension plans	\$ 350	\$ 350
Flight and ground equipment acquired under capital leases	208	50

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**DELTA AIR LINES, INC.**  
**Notes to the Condensed Consolidated Financial Statements**  
**(Unaudited)**

**NOTE 1 . SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Presentation***

The accompanying unaudited Condensed Consolidated Financial Statements include the accounts of Delta Air Lines, Inc. and our wholly owned subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information. Consistent with these requirements, this Form 10-Q does not include all the information required by GAAP for complete financial statements. As a result, this Form 10-Q should be read in conjunction with the Consolidated Financial Statements and accompanying Notes in our Form 10-K for the year ended December 31, 2016 .

Management believes the accompanying unaudited Condensed Consolidated Financial Statements reflect all adjustments, including normal recurring items, considered necessary for a fair statement of results for the interim periods presented.

Due to seasonal variations in the demand for air travel, the volatility of aircraft fuel prices and other factors, operating results for the three and six months ended June 30, 2017 are not necessarily indicative of operating results for the entire year.

We reclassified certain prior period amounts to conform to the current period presentation. Unless otherwise noted, all amounts disclosed are stated before consideration of income taxes.

***Recent Accounting Standards***

***Standards Effective in Future Years***

*Revenue from Contracts with Customers* . In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)." The standard is effective for interim and annual reporting periods beginning after December 15, 2017. Under this ASU and subsequently issued amendments, revenue is recognized at the time a good or service is transferred to a customer for the amount of consideration received. Entities may use a full retrospective approach or report the cumulative effect as of the date of adoption. We expect to use the full retrospective transition method and will adopt the standard effective January 1, 2018.

While we believe the adoption will not have a significant effect on earnings, the classification of certain revenues that are currently classified in other revenue will be reclassified to passenger revenue. Specifically, passenger-related revenues which include baggage fees, administrative charges and other travel-related fees, may be deemed part of the single performance obligation of providing passenger transportation. We expect that these revenues, which are approximately \$2 billion annually, will be reclassified from the current presentation in other revenue to passenger revenue after adoption.

In addition, we expect that the adoption will increase the rate used to account for frequent flyer miles, which would increase the balance of the frequent flyer liability. We continue to evaluate this and the other impacts to the financial statements due to the adoption of the new standard.

*Leases*. In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)." This standard will require all leases with durations greater than twelve months to be recognized on the balance sheet and is effective for interim and annual reporting periods beginning after December 15, 2018, although early adoption is permitted.

We have not completed our assessment, but the adoption of this standard will have a significant impact on our Consolidated Balance Sheets. However, we do not expect the adoption to have a significant impact on the recognition, measurement or presentation of lease expenses within the Consolidated Statements of Operations or the Consolidated Statements of Cash Flows. Information about our undiscounted future lease payments and the timing of those payments is in Note 7, "Lease Obligations," in our Form 10-K.



*Statement of Cash Flows.* In 2016, the FASB issued ASU Nos. 2016-15 and 2016-18 related to the classification of certain cash receipts and cash payments and the presentation of restricted cash within an entity's statement of cash flows, respectively. These standards are effective for interim and annual reporting periods beginning after December 15, 2017, but early adoption is permitted. We will adopt the standard effective January 1, 2018. We do not expect these standards to have a material impact on our Consolidated Statements of Cash Flows.

*Financial Instruments.* In January 2016, the FASB issued ASU No. 2016-01, "Financial Instruments—Overall (Subtopic 825-10)." This standard makes several changes, including the elimination of the available-for-sale classification of equity investments, and requires equity investments with readily determinable fair values to be measured at fair value with changes in fair value recognized in net income. It is effective for interim and annual periods beginning after December 15, 2017.

Our investment in GOL Linhas Aéreas Inteligentes, the parent company of VRG Linhas Aéreas (operating as GOL), is currently accounted for as available-for-sale with changes in fair value recognized in other comprehensive income. At the time of adoption, any amounts in accumulated other comprehensive income/(loss) ("AOCI") related to equity investments would be reclassified to retained earnings.

*Retirement Benefits.* In March 2017, the FASB issued ASU No. 2017-07, "Compensation—Retirement Benefits (Topic 715)." This standard requires an entity to report the service cost component in the same line item as other compensation costs. The other components of net (benefit) cost will be required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations. This standard is effective for interim and annual reporting periods beginning after December 15, 2017. We will adopt the standard effective January 1, 2018. The components of the net (benefit) cost are shown in Note 6, "Employee Benefit Plans."

#### *Recently Adopted Standards*

*Equity Method Investments .* In March 2016, the FASB issued ASU No. 2016-07, "Investments—Equity Method and Joint Ventures (Topic 323)." This standard eliminates a previous requirement that an investor must restate its historical financial statements when an existing cost method investment qualifies for use of the equity method as if the equity method had been used since the investment was acquired. Under the new guidance, at the point an investment qualifies for the equity method, any unrealized gain or loss in AOCI will be recognized through earnings. We adopted this standard in 2016 and converted our investment in Group Aeroméxico to the equity method upon completion of the tender offer for additional capital stock during the March 2017 quarter.

## NOTE 2 . FAIR VALUE MEASUREMENTS

### *Assets (Liabilities) Measured at Fair Value on a Recurring Basis*

(in millions)	June 30, 2017	Level 1	Level 2
Cash equivalents	\$ 1,720	\$ 1,720	\$ —
Short-term investments			
U.S. government and agency securities	103	96	7
Asset- and mortgage-backed securities	158	—	158
Corporate obligations	405	—	405
Other fixed income securities	81	—	81
Restricted cash equivalents and investments	63	63	—
Long-term investments	133	107	26
Hedge derivatives, net			
Fuel hedge contracts	(203)	(52)	(151)
Interest rate contract	(4)	—	(4)
Foreign currency exchange contracts	(7)	—	(7)

(in millions)	December 31, 2016	Level 1	Level 2
Cash equivalents	\$ 2,279	\$ 2,279	\$ —
Short-term investments			
U.S. government and agency securities	112	86	26
Asset- and mortgage-backed securities	68	—	68
Corporate obligations	295	—	295
Other fixed income securities	12	—	12
Restricted cash equivalents and investments	61	61	—
Long-term investments	139	115	24
Hedge derivatives, net			
Fuel hedge contracts	(324)	(26)	(298)
Interest rate contract	6	—	6
Foreign currency exchange contracts	27	—	27

*Cash Equivalents and Restricted Cash Equivalents and Investments.* Cash equivalents generally consist of money market funds. Restricted cash equivalents and investments generally consist of money market funds and time deposits, which primarily support letters of credit that relate to certain projected self-insurance obligations and airport commitments. The fair value of these investments is based on a market approach using prices and other relevant information generated by market transactions involving identical or comparable assets.

*Short-Term Investments.* The fair values of short-term investments are based on a market approach using industry standard valuation techniques that incorporate observable inputs such as quoted market prices, interest rates, benchmark curves, credit ratings of the security and other observable information.

*Long-Term Investments.* Our long-term investments that have historically been measured at fair value primarily consist of equity investments in Grupo Aeroméxico, the parent company of Aeroméxico, and the parent company of GOL. During the March 2017 quarter, we completed a tender offer for additional shares of Grupo Aeroméxico. With the completion of the tender offer, our investment is accounted for under the equity method and is no longer measured at fair value on a recurring basis. Our derivative contracts that may be settled for shares of Grupo Aeroméxico continue to be measured at fair value. Shares of the parent company of GOL are traded on a public exchange and will continue to be valued based on quoted market prices. The investments are classified in other noncurrent assets.

*Hedge Derivatives.* A portion of our derivative contracts are negotiated over-the-counter with counterparties without going through a public exchange. Accordingly, our fair value assessments give consideration to the risk of counterparty default (as well as our own credit risk). Such contracts are classified as Level 2 within the fair value hierarchy. The remainder of our hedge contracts are comprised of futures contracts, which are traded on a public exchange. These contracts are classified within Level 1 of the fair value hierarchy.

- *Fuel Contracts.* Our fuel hedge portfolio consists of options, swaps and futures. The hedge contracts include crude oil, diesel fuel and jet fuel, as these commodities are highly correlated with the price of jet fuel that we consume. Option contracts are valued under an income approach using option pricing models based on data either readily observable in public markets, derived from public markets or provided by counterparties who regularly trade in public markets. Volatilities used in these valuations ranged from 25% to 33% depending on the maturity dates, underlying commodities and strike prices of the option contracts. Swap contracts are valued under an income approach using a discounted cash flow model based on data either readily observable or provided by counterparties who regularly trade in public markets. Discount rates used in these valuations vary with the maturity dates of the respective contracts and are based on the London interbank offered rate ("LIBOR"). Futures contracts and options on futures contracts are traded on a public exchange and valued based on quoted market prices.
- *Interest Rate Contract.* Our interest rate derivative is a swap contract, which is valued based on data readily observable in public markets.
- *Foreign Currency Exchange Contracts.* Our foreign currency derivatives consist of Japanese yen and Canadian dollar forward contracts and are valued based on data readily observable in public markets.

### NOTE 3 . INVESTMENTS

#### *Short-Term Investments*

The estimated fair values of short-term investments, which approximate cost at June 30, 2017 , are shown below by contractual maturity. Actual maturities may differ from contractual maturities because issuers of the securities may have the right to retire our investments without prepayment penalties. Investments with maturities beyond one year when purchased may be classified as short-term investments if they are expected to be available to support our short-term liquidity needs.

<b>(in millions)</b>	<b>Available-For-Sale</b>	
Due in one year or less	\$	239
Due after one year through three years		438
Due after three years through five years		51
Due after five years		19
<b>Total</b>	<b>\$</b>	<b>747</b>

## ***Long-Term Investments***

We have developed strategic relationships with certain international airlines through equity investments or other forms of cooperation and support. Strategic relationships improve our coordination with these airlines and enable our customers to seamlessly connect to more places while enjoying a consistent, high-quality travel experience.

- *Aeroméxico* . During the March 2017 quarter, we completed a \$622 million tender offer for additional capital stock of Grupo Aeroméxico increasing our ownership percentage to 36% of the outstanding shares. Resulting from this increase in our ownership, we now account for the investment under the equity method of accounting and recognize our portion of their results in non-operating expense in our Condensed Consolidated Statements of Operations and Comprehensive Income.

We also have derivative contracts that may be settled for shares of Grupo Aeroméxico representing 13% of its outstanding shares. We expect to execute those contracts during the September 2017 quarter bringing our total equity investment in Grupo Aeroméxico to 49% .

- *GOL*. Through our investment in preferred shares of GOL's parent company, we own 9% of GOL's outstanding capital stock. Driven by an improved outlook for the Brazilian economy and the financial performance of the company, GOL's stock price has nearly doubled since December 31, 2016 and is approximately equivalent to the original cost of our investment.

Additionally, GOL has a \$300 million five -year term loan facility with third parties, which we have guaranteed. Our entire guaranty is secured by GOL's ownership interest in Smiles, GOL's publicly traded loyalty program. Because GOL remains in compliance with the terms of its loan facility, we have not recorded a liability on our Consolidated Balance Sheet as of June 30, 2017 .

- *China Eastern*. We have a 3% equity interest in China Eastern. As our investment agreement with China Eastern restricts our sale or transfer of these shares for a period of three years, we will continue to account for the investment at cost until the September 2017 quarter when we will be within one year of the lapse of the restrictions. Although China Eastern shares are actively traded on a public exchange, it is not practicable to estimate the fair value of the investment due to the restriction on our ability to sell or transfer the shares. As of June 30, 2017, China Eastern's stock traded above the cost of our equity investment.

## **NOTE 4 . DERIVATIVES AND RISK MANAGEMENT**

Changes in aircraft fuel prices, interest rates and foreign currency exchange rates impact our results of operations. In an effort to manage our exposure to these risks, we enter into derivative contracts and adjust our derivative portfolio as market conditions change.

### ***Aircraft Fuel Price Risk***

Changes in aircraft fuel prices materially impact our results of operations. We have recently managed our fuel price risk through a hedging program intended to reduce the financial impact from changes in the price of jet fuel as jet fuel prices are subject to potential volatility.

In response to this volatility, during the March 2015 quarter, we entered into transactions that effectively deferred settlement of a portion of our hedge portfolio. These deferral transactions, excluding market movements from the date of inception, provided approximately \$300 million in cash receipts during the second half of 2015 and required approximately \$300 million in cash payments in 2016. We early terminated certain of the March 2015 quarter deferral transactions in the second half of 2015.

During the March 2016 quarter, we entered into transactions to further defer settlement of a portion of our hedge portfolio until 2017. These deferral transactions, excluding market movements from the date of inception, provided approximately \$300 million in cash receipts during the second half of 2016 and require approximately \$300 million in cash payments in 2017.

Subsequently, to better participate in the low fuel price environment, we entered into derivatives designed to offset and effectively neutralize our existing airline segment hedge positions, which include the deferral transactions discussed above. As a result, we locked in the amount of the net hedge settlements for the remainder of 2016 and 2017. During the June 2016 quarter, we early settled \$455 million of our airline segment's 2016 positions.

During the three and six months ended June 30, 2017, we recorded fuel hedge gains of \$40 million and \$97 million, respectively. During the three and six months ended June 30, 2016, we recorded fuel hedge losses of \$41 million and \$315 million, respectively.

Cash flows associated with the deferral transactions are reported as cash flows from financing activities within our Condensed Consolidated Statements of Cash Flows.

#### *Hedge Position as of June 30, 2017*

(in millions)	Volume	Final Maturity Date	Prepaid Expenses and Other	Other Noncurrent Assets	Other Accrued Liabilities	Other Noncurrent Liabilities	Hedge Derivatives, net
<b>Designated as hedges</b>							
Interest rate contract (fair value hedge)	332 U.S. dollars	August 2022	\$ —	\$ 1	\$ (5)	\$ —	\$ (4)
Foreign currency exchange contracts	44,493 Japanese yen	November 2019	11	—	(12)	(6)	(7)
	532 Canadian dollars	April 2020					
<b>Not designated as hedges</b>							
Fuel hedge contracts <sup>(1)</sup>	231 gallons - crude oil, diesel and jet fuel	December 2018	152	—	(355)	—	(203)
Total derivative contracts			\$ 163	\$ 1	\$ (372)	\$ (6)	\$ (214)

<sup>(1)</sup> As discussed above, during 2016, we entered into fuel hedges designed to offset and effectively neutralize our 2017 airline segment hedge positions. The dollar amounts shown above primarily represent the offsetting derivatives that were used to neutralize the 2017 airline segment hedge portfolio.

#### *Hedge Position as of December 31, 2016*

(in millions)	Volume	Final Maturity Date	Prepaid Expenses and Other	Other Noncurrent Assets	Other Accrued Liabilities	Other Noncurrent Liabilities	Hedge Derivatives, net
<b>Designated as hedges</b>							
Interest rate contract (fair value hedge)	349 U.S. dollars	August 2022	\$ 2	\$ 4	\$ —	\$ —	\$ 6
Foreign currency exchange contracts	54,853 Japanese yen	February 2019	31	3	(4)	(3)	27
	335 Canadian dollars	January 2019					
<b>Not designated as hedges</b>							
Fuel hedge contracts <sup>(1)</sup>	197 gallons - crude oil, diesel and jet fuel	January 2018	360	—	(684)	—	(324)
Total derivative contracts			\$ 393	\$ 7	\$ (688)	\$ (3)	\$ (291)

<sup>(1)</sup> As discussed above, we early settled \$455 million of our airline segment's 2016 fuel hedge positions and entered into hedges designed to offset and effectively neutralize our 2017 airline segment hedge positions. The dollar amounts shown above primarily represent the offsetting derivatives that were used to neutralize the 2016 and 2017 airline segment hedge portfolio.

### Offsetting Assets and Liabilities

We have master netting arrangements with our counterparties giving us the right to offset hedge assets and liabilities. However, we have elected not to offset the fair value positions recorded on our Consolidated Balance Sheets. The following table shows the net fair value positions by counterparty had we elected to offset.

(in millions)	Prepaid Expenses and Other	Other Noncurrent Assets	Other Accrued Liabilities	Other Noncurrent Liabilities	Hedge Derivatives, net
<b>June 30, 2017</b>					
Net derivative contracts	\$ 7	\$ 1	\$ (216)	\$ (6)	\$ (214)
<b>December 31, 2016</b>					
Net derivative contracts	\$ 31	\$ 6	\$ (326)	\$ (2)	\$ (291)

### Designated Hedge Gains (Losses)

Gains (losses) related to our foreign currency exchange contracts are as follows:

(in millions)	Effective Portion Reclassified from AOCI to Earnings		Effective Portion Recognized in Other Comprehensive Income	
	2017	2016	2017	2016
<b>Three Months Ended June 30,</b>				
Foreign currency exchange contracts	\$ 4	\$ 12	\$ (8)	\$ (63)
<b>Six Months Ended June 30,</b>				
Foreign currency exchange contracts	\$ 11	\$ 36	\$ (33)	\$ (145)

### Credit Risk

To manage credit risk associated with our aircraft fuel price, interest rate and foreign currency hedging programs, we evaluate counterparties based on several criteria including their credit ratings and limit our exposure to any one counterparty.

## NOTE 5 . LONG-TERM DEBT

### Fair Value of Debt

Market risk associated with our fixed- and variable-rate long-term debt relates to the potential reduction in fair value and negative impact to future earnings, respectively, from an increase in interest rates. The fair value of debt, shown below, is principally based on reported market values, recently completed market transactions and estimates based on interest rates, maturities, credit risk and underlying collateral. Long-term debt is classified as Level 2 within the fair value hierarchy.

(in millions)	June 30, 2017	December 31, 2016
Total debt at par value	\$ 8,678	\$ 7,112
Unamortized discount and debt issue cost, net	(108)	(104)
Net carrying amount	\$ 8,570	\$ 7,008
Fair value	\$ 8,900	\$ 7,300

### Unsecured Debt Offering

During the March 2017 quarter, we issued \$2.0 billion in aggregate principal amount of unsecured notes, consisting of \$1.0 billion of 2.875% Notes due 2020 and \$1.0 billion of 3.625% Notes due 2022 (collectively, the "Notes"). The Notes are equal in right of payment with all of our other unsubordinated indebtedness and senior in right of payment to all of our future subordinated debt.

The Notes are subject to covenants that, among other things, limit our ability to incur liens securing indebtedness for borrowed money or capital leases and engage in mergers and consolidations or transfer all or substantially all of our assets, in each case subject to certain exceptions. The Notes are also subject to customary event of default provisions, including cross-defaults to other material indebtedness.

If we experience certain changes of control and a ratings decline of either series of Notes by two of the ratings agencies to a rating below investment grade within a certain period of time following a change of control or public notice of the occurrence of a change of control, we must offer to repurchase such series.

Using the net proceeds from the \$2.0 billion debt issuance and existing cash, we contributed \$3.2 billion to our qualified defined benefit pension plans during the six months ended June 30, 2017. We also contributed shares of our common stock from treasury with a value of \$350 million during the six months ended June 30, 2017.

### Covenants

We were in compliance with the covenants in our financings at June 30, 2017 .

## NOTE 6 . EMPLOYEE BENEFIT PLANS

The following table shows the components of net (benefit) cost:

(in millions)	Pension Benefits		Other Postretirement and Postemployment Benefits	
	2017	2016	2017	2016
<b>Three Months Ended June 30,</b>				
Service cost	\$ —	\$ —	\$ 22	\$ 17
Interest cost	213	229	35	37
Expected return on plan assets	(286)	(226)	(17)	(18)
Amortization of prior service credit	—	—	(7)	(7)
Recognized net actuarial loss	66	59	8	6
Net (benefit) cost	\$ (7)	\$ 62	\$ 41	\$ 35
<b>Six Months Ended June 30,</b>				
Service cost	\$ —	\$ —	\$ 44	\$ 34
Interest cost	426	458	70	74
Expected return on plan assets	(572)	(452)	(34)	(36)
Amortization of prior service credit	—	—	(14)	(14)
Recognized net actuarial loss	132	118	16	12
Net (benefit) cost	\$ (14)	\$ 124	\$ 82	\$ 70

## NOTE 7 . COMMITMENTS AND CONTINGENCIES

### *Aircraft Purchase and Lease Commitments*

Our future aircraft purchase commitments totaled approximately \$13.7 billion at June 30, 2017 :

(in millions)	Total
Six months ending December 31, 2017	\$ 1,620
2018	3,490
2019	3,070
2020	2,150
2021	2,080
Thereafter	1,290
Total	\$ 13,700

Our future aircraft purchase commitments included the following aircraft at June 30, 2017 :

Aircraft Type	Purchase Commitments
B-737-900ER	51
A321-200	100
A330-900neo	25
A350-900	25
CS100	75
Total	276

During the June 2017 quarter, we entered into agreements with Airbus SE to place an expanded A321-200 order for 40 firm additional aircraft and to defer 10 of our 25 A350-900 aircraft deliveries set for 2019-2020 by two to three years.

The Boeing Company recently filed a petition with the U.S. government alleging Bombardier has agreed to sell aircraft below cost and asking the government to impose duties on all U.S. imports of 100- to 150-seat Large Civil Aircraft from Canada. This includes the CS100 aircraft under our purchase agreement with Bombardier. The government's review of this matter is ongoing, with a decision expected in 2018. Delta is not a party to the petition and believes the petition is without merit.

### *Legal Contingencies*

We are involved in various legal proceedings related to employment practices, environmental issues, antitrust matters and other matters concerning our business. We record liabilities for losses from legal proceedings when we determine that it is probable that the outcome in a legal proceeding will be unfavorable and the amount of loss can be reasonably estimated. Although the outcome of the legal proceedings in which we are involved cannot be predicted with certainty, we believe that the resolution of these matters will not have a material adverse effect on our Condensed Consolidated Financial Statements.

### *Other Contingencies*

#### *General Indemnifications*

We are the lessee under many commercial real estate leases. It is common in these transactions for us, as the lessee, to agree to indemnify the lessor and the lessor's related parties for tort, environmental and other liabilities that arise out of or relate to our use or occupancy of the leased premises. This type of indemnity would typically make us responsible to indemnified parties for liabilities arising out of the conduct of, among others, contractors, licensees and invitees at, or in connection with, the use or occupancy of the leased premises. This indemnity often extends to related liabilities arising from the negligence of the indemnified parties, but usually excludes any liabilities caused by either their sole or gross negligence or their willful misconduct.



Our aircraft and other equipment lease and financing agreements typically contain provisions requiring us, as the lessee or obligor, to indemnify the other parties to those agreements, including certain of those parties' related persons, against virtually any liabilities that might arise from the use or operation of the aircraft or other equipment.

We believe that our insurance would cover most of our exposure to liabilities and related indemnities associated with the commercial real estate leases and aircraft and other equipment lease and financing agreements described above. While our insurance does not typically cover environmental liabilities, we have certain insurance policies in place as required by applicable environmental laws.

Certain of our aircraft and other financing transactions include provisions that require us to make payments to preserve an expected economic return to the lenders if that economic return is diminished due to certain changes in law or regulations. In certain of these financing transactions, we also bear the risk of certain changes in tax laws that would subject payments to non-U.S. lenders to withholding taxes.

We cannot reasonably estimate our potential future payments under the indemnities and related provisions described above because we cannot predict (1) when and under what circumstances these provisions may be triggered and (2) the amount that would be payable if the provisions were triggered because the amounts would be based on facts and circumstances existing at such time.

#### *Employees Under Collective Bargaining Agreements*

At June 30, 2017, we had approximately 87,000 full-time equivalent employees. Approximately 16% of these employees were represented by unions.

#### *Other*

We have certain contracts for goods and services that require us to pay a penalty, acquire inventory specific to us or purchase contract-specific equipment, as defined by each respective contract, if we terminate the contract without cause prior to its expiration date. Because these obligations are contingent on our termination of the contract without cause prior to its expiration date, no obligation would exist unless such a termination occurs.

### **NOTE 8 . ACCUMULATED OTHER COMPREHENSIVE LOSS**

The following tables show the components of accumulated other comprehensive loss:

(in millions)	Pension and Other Benefits Liabilities <sup>(2)</sup>	Derivative Contracts	Investments	Total
Balance at January 1, 2017 (net of tax effect of \$1,458)	\$ (7,714)	\$ 97	\$ (19)	\$ (7,636)
Changes in value (net of tax effect of \$6)	—	(14)	32	18
Reclassifications into earnings (net of tax effect of \$40) <sup>(1)</sup>	83	(7)	(7)	69
Balance at June 30, 2017 (net of tax effect of \$1,424)	\$ (7,631)	\$ 76	\$ 6	\$ (7,549)

(in millions)	Pension and Other Benefits Liabilities <sup>(2)</sup>	Derivative Contracts	Investments	Total
Balance at January 1, 2016 (net of tax effect of \$1,222)	\$ (7,354)	\$ 140	\$ (61)	\$ (7,275)
Changes in value (net of tax effect of \$42)	—	(69)	16	(53)
Reclassifications into earnings (net of tax effect of \$29) <sup>(1)</sup>	72	(23)	—	49
Balance at June 30, 2016 (net of tax effect of \$1,235)	\$ (7,282)	\$ 48	\$ (45)	\$ (7,279)

<sup>(1)</sup> Amounts reclassified from AOCI for pension and other benefits liabilities and derivative contracts designated as foreign currency cash flow hedges are recorded in salaries and related costs and in passenger revenue, respectively, in the Condensed Consolidated Statements of Operations and Comprehensive Income. The reclassification into earnings for investments relates to our investment in Grupo Aeroméxico during the March 2017 quarter with the conversion to accounting under the equity method. The reclassification of the unrealized gain was recorded to non-operating expense in our Condensed Consolidated Statements of Operations and Comprehensive Income.

<sup>(2)</sup> Includes \$ 1.9 billion of deferred income tax expense primarily related to pension obligations that will not be recognized in net income until the pension obligations are fully extinguished. We consider all income sources, including other comprehensive income, in determining the amount of tax benefit allocated to continuing operations.

## NOTE 9 . SEGMENTS

### Refinery Operations

Our refinery segment operates for the benefit of the airline segment by providing jet fuel to the airline segment from its own production and through jet fuel obtained through agreements with third parties. The refinery's production consists of jet fuel, as well as gasoline, diesel and other refined products ("non-jet fuel products"). We use several counterparties to exchange the non-jet fuel products produced by the refinery for jet fuel consumed in our airline operations. The gross fair value of the products exchanged under these agreements during the three and six months ended June 30, 2017 was \$756 million and \$1.5 billion, respectively, compared to \$745 million and \$1.3 billion during the three and six months ended June 30, 2016.

### Segment Reporting

Segment results are prepared based on our internal accounting methods described below, with reconciliations to consolidated amounts in accordance with GAAP. Our segments are not designed to measure operating income or loss directly related to the products and services included in each segment on a stand-alone basis.

(in millions)	Airline	Refinery	Intersegment Sales/Other	Consolidated
<b>Three Months Ended June 30, 2017</b>				
Operating revenue:	\$ 10,724	\$ 1,139		\$ 10,791
Sales to airline segment			\$ (193) <sup>(1)</sup>	
Exchanged products			(756) <sup>(2)</sup>	
Sales of refined products			(123) <sup>(3)</sup>	
Operating income <sup>(4)</sup>	2,022	6	—	2,028
Interest expense, net	103	—	—	103
Depreciation and amortization	524	11	—	535
Total assets, end of period	50,328	1,487	—	51,815
Capital expenditures	928	60	—	988
<b>Three Months Ended June 30, 2016</b>				
Operating revenue:	\$ 10,398	\$ 1,027		\$ 10,447
Sales to airline segment			\$ (178) <sup>(1)</sup>	
Exchanged products			(745) <sup>(2)</sup>	
Sales of refined products			(55) <sup>(3)</sup>	
Operating income (loss) <sup>(4)</sup>	2,433	(10)	—	2,423
Interest expense, net	92	1	—	93
Depreciation and amortization	461	9	—	470
Total assets, end of period	50,213	1,421	—	51,634
Capital expenditures	1,026	20	—	1,046

<sup>(1)</sup> Represents transfers, valued on a market price basis, from the refinery to the airline segment for use in airline operations. We determine market price by reference to the market index for the primary delivery location, which is New York Harbor, for jet fuel from the refinery.

<sup>(2)</sup> Represents value of products delivered under our exchange agreements, as discussed above, determined on a market price basis.

<sup>(3)</sup> These sales were at or near cost; accordingly, the margin on these sales is de minimis.

<sup>(4)</sup> Includes the impact of pricing arrangements between the airline and refinery segments with respect to the refinery's inventory price risk.

(in millions)	Airline		Refinery		Intersegment Sales/Other	Consolidated
Six Months Ended June 30, 2017						
Operating revenue:	\$	19,811	\$	2,267		\$ 19,939
Sales to airline segment					\$ (383) <sup>(1)</sup>	
Exchanged products					(1,489) <sup>(2)</sup>	
Sales of refined products					(267) <sup>(3)</sup>	
Operating income <sup>(4)</sup>		3,031		50	—	3,081
Interest expense, net		197		—	—	197
Depreciation and amortization		1,054		21	—	1,075
Capital expenditures		1,704		86	—	1,790

**Six Months Ended June 30, 2016**

Operating revenue:	\$	19,570	\$	1,792		\$ 19,698
Sales to airline segment					\$ (322) <sup>(1)</sup>	
Exchanged products					(1,271) <sup>(2)</sup>	
Sales of refined products					(71) <sup>(3)</sup>	
Operating income (loss) <sup>(4)</sup>		4,001		(38)	—	3,963
Interest expense, net		199		1	—	200
Depreciation and amortization		938		18	—	956
Capital expenditures		1,884		33	—	1,917

<sup>(1)</sup> Represents transfers, valued on a market price basis, from the refinery to the airline segment for use in airline operations. We determine market price by reference to the market index for the primary delivery location, which is New York Harbor, for jet fuel from the refinery.

<sup>(2)</sup> Represents value of products delivered under our exchange agreements, as discussed above, determined on a market price basis.

<sup>(3)</sup> These sales were at or near cost; accordingly, the margin on these sales is de minimis.

<sup>(4)</sup> Includes the impact of pricing arrangements between the airline and refinery segments with respect to the refinery's inventory price risk.

**NOTE 10 . RESTRUCTURING**

The following table shows the balances and activity for lease restructuring charges:

(in millions)	Lease Restructuring	
Liability as of January 1, 2017	\$	329
Payments		(47)
Additional expenses and other		(10)
Liability as of June 30, 2017	\$	272

Lease restructuring charges include remaining lease payments for permanently grounded aircraft related to domestic and Pacific fleet restructurings. We are continuing to restructure our domestic fleet by replacing a portion of our 50 -seat regional fleet with more efficient and customer preferred aircraft and replacing older, less cost effective B-757-200 aircraft with B-737-900ER aircraft. We are also restructuring our Pacific fleet by removing less efficient B-747-400 aircraft by the end of 2017 and replacing them with smaller-gauge, widebody aircraft to better match capacity with demand.

**NOTE 11 . EARNINGS PER SHARE**

We calculate basic earnings per share by dividing net income by the weighted average number of common shares outstanding, excluding restricted shares. We calculate diluted earnings per share by dividing net income by the weighted average number of common shares outstanding plus the dilutive effect of outstanding share-based awards, including stock options and restricted stock awards. Antidilutive common stock equivalents excluded from the diluted earnings per share calculation are not material. The following table shows the computation of basic and diluted earnings per share:

(in millions, except per share data)	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Net income	\$ 1,224	\$ 1,546	\$ 1,827	\$ 2,492
Basic weighted average shares outstanding	728	758	728	766
Dilutive effect of share-based awards	3	5	3	6
Diluted weighted average shares outstanding	731	763	731	772
Basic earnings per share	\$ 1.68	\$ 2.04	\$ 2.51	\$ 3.25
Diluted earnings per share	\$ 1.68	\$ 2.03	\$ 2.50	\$ 3.23

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### June 2017 Quarter Financial Highlights

Our pre-tax income for the June 2017 quarter was \$1.9 billion , representing a \$459 million decrease compared to the corresponding prior year period due to higher operating expenses including salaries and related costs and fuel expense, partially offset by higher operating revenue.

*Revenue.* Our operating revenue increased \$344 million , or 3.3% , and passenger revenue per available seat mile ("PRASM") increased 2.5% on 0.4% higher capacity compared to the June 2016 quarter, resulting from our commercial initiatives, including differentiated products for our customers, and an improving revenue environment, particularly related to business yields.

*Operating Expense.* Total operating expense increased \$739 million , and our consolidated operating cost per available seat mile ("CASM") increased 8.8% to 13.23 cents compared to the June 2016 quarter, primarily due to increases in salaries and related costs and fuel expense. Salaries and related costs were higher as a result of contractual pay rate increases for pilots and increases for eligible merit, ground and flight attendant employees. The increase in fuel expense primarily results from higher fuel purchase costs.

Non-fuel unit costs ("CASM-Ex, including profit sharing," a non-GAAP financial measure) increased 7.3% to 10.24 cents compared to the June 2016 quarter due to increases in salaries and related costs, discussed above.

The non-GAAP financial measure for CASM-Ex, including profit sharing is defined and reconciled in "Supplemental Information" below.

## Results of Operations - Three Months Ended June 30, 2017 and 2016

### Operating Revenue

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Passenger:				
Mainline	\$ 7,699	\$ 7,471	\$ 228	3.1%
Regional carriers	1,532	1,499	33	2.2%
Total passenger revenue	9,231	8,970	261	2.9%
Cargo	183	165	18	10.9%
Other	1,377	1,312	65	4.9%
Total operating revenue	\$ 10,791	\$ 10,447	\$ 344	3.3%

### Passenger Revenue

(in millions)	Three Months Ended June 30, 2017	Increase (Decrease) vs. Three Months Ended June 30, 2016						
		Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	Load Factor	
Mainline	\$ 4,962	5.1 %	3.1 %	2.5 %	1.9 %	2.5 %	0.6	pts
Regional carriers	1,532	2.2 %	(2.3)%	(2.8)%	4.6 %	5.1 %	0.4	pts
Domestic	6,494	4.4 %	2.3 %	1.6 %	2.1 %	2.8 %	0.6	pts
Atlantic	1,501	(0.6)%	7.0 %	1.3 %	(7.1)%	(1.9)%	4.5	pts
Pacific	578	(12.9)%	(12.8)%	(10.9)%	(0.1)%	(2.2)%	(1.8)	pts
Latin America	658	14.1 %	7.2 %	3.0 %	6.4 %	10.8 %	3.5	pts
Total	\$ 9,231	2.9 %	2.1 %	0.4 %	0.8 %	2.5 %	1.4	pts

Passenger revenue increased \$261 million, or 2.9%, compared to the June 2016 quarter. PRASM increased 2.5% and passenger mile yield increased 0.8% on 0.4% higher capacity. Load factor was 1.4 points higher than the prior year quarter at 86.9%.

Unit revenues of the domestic region increased 2.8% resulting from our commercial initiatives, including differentiated products for our customers, and an improving revenue environment, particularly related to business yields.

Passenger revenue related to our international regions decreased 0.5% year-over-year primarily due to reduced capacity through network optimization around partner hubs and the impact of foreign currency fluctuations.

In the Atlantic, the unit revenue decline predominantly resulted from lower yields driven by the impact of foreign currency fluctuations and competitive fare environment pressures. To address these challenges, we expect to leverage our partners' hub positions in Europe's leading business markets through the remainder of 2017 and continue to shift the mix of ticket sales toward more U.S. point-of-sale.

Unit revenue declines in the Pacific compared to the June 2016 quarter primarily resulted from load factor declines driven by industry capacity growth in the region. We continue to optimize the Pacific region with a 10.9% reduction in capacity during the June 2017 quarter focused on refining the network to generate incremental value from our Chinese and Korean partnerships. During the June 2017 quarter, we reached an agreement to create a trans-Pacific joint venture with Korean Air, offering an enhanced and expanded network, industry-leading products and service and a seamless customer experience between the U.S. and Asia. In addition, we launched nonstop service between Atlanta and Seoul during the period.

Unit revenues increased in Latin America principally as a result of continued unit revenue improvement in Brazil compared to the June 2016 quarter related to both improved traffic and higher fares. This improvement was driven by the strengthening of the Brazilian real against the U.S. dollar and additional connectivity for our customers provided by our partnership with GOL. Increased leisure traffic to Mexico and the Caribbean also contributed to the Latin America unit revenue improvement.

## Other Revenue

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Loyalty programs	\$ 484	\$ 449	\$ 35	7.8%
Administrative fees, club and on-board sales	327	317	10	3.2%
Ancillary businesses and refinery	277	275	2	0.7%
Baggage fees	238	232	6	2.6%
Other	51	39	12	30.8%
Total other revenue	\$ 1,377	\$ 1,312	\$ 65	4.9%

*Loyalty programs.* We sell mileage credits to credit card companies, hotels and car rental agencies under marketing agreements. We allocate the consideration received from mileage credit sales to the individual products and services bundled with the sale based on their relative selling prices. We defer the travel component as part of frequent flyer deferred revenue and recognize passenger revenue as the mileage credits are redeemed for travel. The revenue allocated to the remaining deliverables (such as lounge access, baggage fee waivers and brand usage) is recorded in other revenue, as shown in the table above. We recognize the revenue for these services as they are performed.

The amount of loyalty program revenue changes based on the price paid for mileage credits, the volume of credits sold and our allocation of selling price to the individual products and services. With the adoption of the new revenue recognition standard in 2018, we expect to increase the value we use to account for the travel component within mileage credit sales. This new value for the travel component will cause a re-allocation of the consideration received from mileage credit sales. The re-allocation will result in less revenue recognized for loyalty programs in other revenue and more revenue in passenger revenue as the frequent flyer awards are redeemed.

Loyalty program revenue increased during the June 2017 quarter compared to the same period a year ago related to growth in our co-brand credit card partnership with American Express. Additional information about our frequent flyer program accounting policies can be found in Note 1, "Summary of Significant Accounting Policies," in our Form 10-K.

*Administrative fees, club and on-board sales.* These revenues primarily relate to travel-related services such as ticket changes and unaccompanied minors and also include amounts collected for on-board sales and Sky Club lounge memberships. We recognize revenue as these services are performed. A significant portion of these fees are travel-related and performed in conjunction with the passenger's flight. Therefore, we expect the majority of these fees will be reclassified to passenger revenue with our adoption of the new revenue recognition standard in 2018.

*Ancillary business and refinery.* Ancillary business and refinery includes aircraft maintenance and staffing services we provide to third parties, our vacation wholesale operations and refinery sales to third parties. Ancillary business and refinery revenues are not related to the generation of a seat mile.

*Baggage fees.* The revenue amount shown above represents baggage fees that were sold as a separate component of the passenger's ticket. Similar to administrative fees described above, baggage services are performed and earned in conjunction with the passenger's flight, and we expect that these fees will be reclassified to passenger revenue with our adoption of the new revenue recognition standard in 2018.

## Operating Expense

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Salaries and related costs	\$ 2,616	\$ 2,391	\$ 225	9.4 %
Aircraft fuel and related taxes	1,448	1,228	220	17.9 %
Regional carriers expense	1,081	1,096	(15)	(1.4)%
Depreciation and amortization	535	470	65	13.8 %
Contracted services	543	484	59	12.2 %
Aircraft maintenance materials and outside repairs	475	446	29	6.5 %
Passenger commissions and other selling expenses	458	437	21	4.8 %
Landing fees and other rents	379	376	3	0.8 %
Passenger service	271	221	50	22.6 %
Profit sharing	338	324	14	4.3 %
Aircraft rent	86	66	20	30.3 %
Other	533	485	48	9.9 %
Total operating expense	\$ 8,763	\$ 8,024	\$ 739	9.2 %

**Salaries and Related Costs.** The increase in salaries and related costs is primarily due to contractual pay rate increases for pilots and increases for eligible merit, ground and flight attendant employees.

**Aircraft Fuel and Related Taxes.** Including our regional carriers, fuel expense increased \$240 million compared to the prior year quarter due to an increase in the market price per gallon of fuel. The table below presents fuel expense including our regional carriers:

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Aircraft fuel and related taxes <sup>(1)</sup>	\$ 1,448	\$ 1,228	\$ 220	
Aircraft fuel and related taxes included within regional carriers expense	239	219	20	
Total fuel expense	\$ 1,687	\$ 1,447	\$ 240	16.6%

<sup>(1)</sup> Includes the impact of fuel hedging and refinery results described further in the table below.

The table below shows the impact of hedging and the refinery on fuel expense and average price per gallon, adjusted (non-GAAP financial measures):

(in millions, except per gallon data)	Three Months Ended June 30,			Average Price Per Gallon		
	2017		Change	Three Months Ended June 30,		Change
	2017	2016		2017	2016	
Fuel purchase cost <sup>(1)</sup>	\$ 1,676	\$ 1,440	\$ 236	\$ 1.60	\$ 1.37	\$ 0.23
Airline segment fuel hedge impact <sup>(2)</sup>	17	(3)	20	0.02	—	0.02
Refinery segment impact <sup>(2)</sup>	(6)	10	(16)	(0.01)	0.01	(0.02)
Total fuel expense	\$ 1,687	\$ 1,447	\$ 240	\$ 1.61	\$ 1.38	\$ 0.23
MTM adjustments and settlements <sup>(3)</sup>	52	617	(565)	0.05	0.59	(0.54)
Total fuel expense, adjusted	\$ 1,739	\$ 2,064	\$ (325)	\$ 1.66	\$ 1.97	\$ (0.31)

<sup>(1)</sup> Market price for jet fuel at airport locations, including related taxes and transportation costs.

<sup>(2)</sup> Includes the impact of pricing arrangements between the airline and refinery segments with respect to the refinery's inventory price risk. For additional information regarding the refinery segment impact, see "Refinery Segment" below.

<sup>(3)</sup> Mark-to-market ("MTM") adjustments and settlements include the effects of the derivative transactions discussed in Note 4 of the Notes to the Condensed Consolidated Financial Statements. For additional information and the reason for adjusting fuel expense for MTM adjustments and settlements, see "Supplemental Information" below.



*Depreciation and Amortization.* The increase in depreciation and amortization is primarily driven by fleet-related investments, including fleet modification and aircraft purchases.

*Contracted Services.* The increase in contracted services expense predominantly relates to costs associated with additional in-flight services, information technology services and property renovations.

*Passenger Service.* Passenger service expense includes the costs of onboard food and beverage, cleaning and supplies. The increase in passenger service expense predominantly relates to costs associated with enhancements to our onboard product offering .

## Results of Operations - Six Months Ended June 30, 2017 and 2016

### Operating Revenue

(in millions)	Six Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Passenger:				
Mainline	\$ 14,103	\$ 13,915	\$ 188	1.4 %
Regional carriers	2,816	2,817	(1)	— %
Total passenger revenue	16,919	16,732	187	1.1 %
Cargo	343	327	16	4.9 %
Other	2,677	2,639	38	1.4 %
Total operating revenue	\$ 19,939	\$ 19,698	\$ 241	1.2 %

### Passenger Revenue

(in millions)	Six Months Ended June 30, 2017	Increase (Decrease) vs. Six Months Ended June 30, 2016					
		Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	Load Factor
Mainline	\$ 9,214	3.2 %	3.0 %	2.3 %	0.1 %	0.8 %	0.6 pts
Regional carriers	2,816	— %	(1.8)%	(1.8)%	1.8 %	1.8 %	0.1 pts
Domestic	12,030	2.4 %	2.2 %	1.6 %	0.2 %	0.8 %	0.6 pts
Atlantic	2,383	(1.9)%	4.0 %	(0.6)%	(5.7)%	(1.3)%	3.7 pts
Pacific	1,128	(13.3)%	(12.3)%	(10.5)%	(1.1)%	(3.0)%	(1.7) pts
Latin America	1,378	9.9 %	6.2 %	2.4 %	3.5 %	7.3 %	3.1 pts
Total	\$ 16,919	1.1 %	1.3 %	— %	(0.2)%	1.1 %	1.1 pts

Passenger revenue increased \$187 million , or 1.1% , compared to the six months ended June 30, 2016 . PRASM increased 1.1% and passenger mile yield decreased 0.2% on flat capacity. Load factor was 1.1 points higher than the prior year period at 85.0% .

Unit revenues of the domestic region increased 0.8% resulting from our commercial initiatives, including differentiated products for our customers, and an improving revenue environment, particularly related to business yields.

Passenger revenue related to our international regions decreased 1.9% year-over-year primarily due to reduced capacity through network optimization around partner hubs and the impact of foreign currency fluctuations.

In the Atlantic, the unit revenue decline predominantly resulted from lower yields driven by industry capacity growth, primarily from non-alliance carriers, and the impact of foreign currency fluctuations. To address these challenges, we expect to leverage our partners' hub positions in Europe's leading business markets through the remainder of 2017 and continue to shift the mix of ticket sales toward more U.S. point-of-sale.

Unit revenue declines in the Pacific compared to the six months ended June 30, 2016 primarily resulted from yield and load factor declines driven by industry capacity growth in the region. We continue to optimize the Pacific region with a 10.5% reduction in capacity during the six months ended June 30, 2017 focused on refining the network to generate incremental value from our Chinese and Korean partnerships. During the June 2017 quarter, we reached an agreement to create a trans-Pacific joint venture with Korean Air, offering an enhanced and expanded network, industry-leading products and service and a seamless customer experience between the U.S. and Asia. In addition, we launched nonstop service between Atlanta and Seoul during the period.

Unit revenues increased in Latin America principally as a result of continued unit revenue improvement in Brazil compared to the same period a year ago, related to both improved traffic and higher fares. This improvement was driven by the strengthening of the Brazilian real against the U.S. dollar and additional connectivity for our customers provided by our partnership with GOL. Increased leisure traffic to Mexico and the Caribbean also contributed to the Latin America unit revenue improvement.

## Other Revenue

(in millions)	Six Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Loyalty programs	\$ 949	\$ 873	\$ 76	8.7 %
Administrative fees, club and on-board sales	642	630	12	1.9 %
Ancillary businesses and refinery	549	576	(27)	(4.7)%
Baggage fees	441	439	2	0.5 %
Other	96	121	(25)	(20.7)%
Total other revenue	\$ 2,677	\$ 2,639	\$ 38	1.4 %

*Loyalty programs.* We sell mileage credits to credit card companies, hotels and car rental agencies under marketing agreements. We allocate the consideration received from mileage credit sales to the individual products and services bundled with the sale based on their relative selling prices. We defer the travel component as part of frequent flyer deferred revenue and recognize passenger revenue as the mileage credits are redeemed for travel. The revenue allocated to the remaining deliverables (such as lounge access, baggage fee waivers and brand usage) is recorded in other revenue, as shown in the table above. We recognize the revenue for these services as they are performed.

The amount of loyalty program revenue changes based on the price paid for mileage credits, the volume of credits sold and our allocation of selling price to the individual products and services. With the adoption of the new revenue recognition standard in 2018, we expect to increase the value we use to account for the travel component within mileage credit sales. This new value for the travel component will cause a re-allocation of the consideration received from mileage credit sales. The re-allocation will result in less revenue recognized for loyalty programs in other revenue and more revenue in passenger revenue as the frequent flyer awards are redeemed.

Loyalty program revenue increased during the six months ended June 30, 2017 compared to the same period a year ago related to growth in our co-brand credit card partnership with American Express. Additional information about our frequent flyer program accounting policies can be found in Note 1, "Summary of Significant Accounting Policies," in our Form 10-K.

*Administrative fees, club and on-board sales.* These revenues primarily relate to travel-related services such as ticket changes and unaccompanied minors and also include amounts collected for on-board sales and Sky Club lounge memberships. We recognize revenue as these services are performed. A significant portion of these fees are travel-related and performed in conjunction with the passenger's flight. Therefore, we expect the majority of these fees will be reclassified to passenger revenue with our adoption of the new revenue recognition standard in 2018.

*Ancillary business and refinery.* Ancillary business and refinery includes aircraft maintenance and staffing services we provide to third parties, our vacation wholesale operations and refinery sales to third parties. Ancillary business and refinery revenues are not related to the generation of a seat mile.

*Baggage fees.* The revenue amount shown above represents baggage fees that were sold as a separate component of the passenger's ticket. Similar to administrative fees described above, baggage services are performed and earned in conjunction with the passenger's flight, and we expect that these fees will be reclassified to passenger revenue with our adoption of the new revenue recognition standard in 2018.

## Operating Expense

(in millions)	Six Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Salaries and related costs	\$ 5,089	\$ 4,702	\$ 387	8.2 %
Aircraft fuel and related taxes	2,688	2,455	233	9.5 %
Regional carriers expense	2,191	2,102	89	4.2 %
Depreciation and amortization	1,075	956	119	12.4 %
Contracted services	1,066	960	106	11.0 %
Aircraft maintenance materials and outside repairs	993	895	98	10.9 %
Passenger commissions and other selling expenses	862	825	37	4.5 %
Landing fees and other rents	744	724	20	2.8 %
Passenger service	491	410	81	19.8 %
Profit sharing	489	596	(107)	(18.0)%
Aircraft rent	170	132	38	28.8 %
Other	1,000	978	22	2.2 %
Total operating expense	\$ 16,858	\$ 15,735	\$ 1,123	7.1 %

**Salaries and Related Costs.** The increase in salaries and related costs is primarily due to contractual pay rate increases for pilots and increases for eligible merit, ground and flight attendant employees.

**Aircraft Fuel and Related Taxes.** Including our regional carriers, fuel expense increased \$328 million compared to the prior year due to an increase in the market price per gallon of fuel, partially offset by reduced fuel hedge losses compared to the prior year period. The table below presents fuel expense including our regional carriers:

(in millions)	Six Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2017	2016		
Aircraft fuel and related taxes <sup>(1)</sup>	\$ 2,688	\$ 2,455	\$ 233	
Aircraft fuel and related taxes included within regional carriers expense	481	386	95	
Total fuel expense	\$ 3,169	\$ 2,841	\$ 328	11.5%

<sup>(1)</sup> Includes the impact of fuel hedging and refinery results described further in the table below.

The table below shows the impact of hedging and the refinery on fuel expense and average price per gallon, adjusted (non-GAAP financial measures):

(in millions, except per gallon data)	Six Months Ended June 30,			Average Price Per Gallon		
	Six Months Ended June 30,		Change	Six Months Ended June 30,		Change
	2017	2016		2017	2016	
Fuel purchase cost <sup>(1)</sup>	\$ 3,207	\$ 2,533	\$ 674	\$ 1.63	\$ 1.28	\$ 0.35
Airline segment fuel hedge impact <sup>(2)</sup>	12	270	(258)	0.01	0.14	(0.13)
Refinery segment impact <sup>(2)</sup>	(50)	38	(88)	(0.03)	0.02	(0.05)
Total fuel expense	\$ 3,169	\$ 2,841	\$ 328	\$ 1.61	\$ 1.44	\$ 0.17
MTM adjustments and settlements <sup>(3)</sup>	136	462	(326)	0.07	0.23	(0.16)
Total fuel expense, adjusted	\$ 3,305	\$ 3,303	\$ 2	\$ 1.68	\$ 1.67	\$ 0.01

<sup>(1)</sup> Market price for jet fuel at airport locations, including related taxes and transportation costs.

<sup>(2)</sup> Includes the impact of pricing arrangements between the airline and refinery segments with respect to the refinery's inventory price risk. For additional information regarding the refinery segment impact, see "Refinery Segment" below.

<sup>(3)</sup> MTM adjustments and settlements include the effects of the derivative transactions discussed in Note 4 of the Notes to the Condensed Consolidated Financial Statements. For additional information and the reason for adjusting fuel expense, see "Supplemental Information" below.

*Regional Carriers Expense.* The increase in regional carrier expense is primarily due to scheduled contract carrier rate escalations and aircraft maintenance.

*Depreciation and Amortization.* The increase in depreciation and amortization is primarily driven by fleet-related investments, including fleet modification and aircraft purchases.

*Contracted Services.* The increase in contracted services expense predominantly relates to costs associated with additional in-flight services, information technology services and property renovations.

*Aircraft Maintenance Materials and Outside Repairs.* Aircraft maintenance materials and outside repairs consist of costs associated with the maintenance of aircraft used in our operations and costs associated with maintenance sales to third parties by our MRO business. The increase in aircraft maintenance materials and outside repairs expense primarily relates to the timing of maintenance events.

*Passenger Service.* Passenger service expense includes the costs of onboard food and beverage, cleaning and supplies. The increase in passenger service expense predominantly relates to costs associated with enhancements to our onboard product offering .

*Profit Sharing.* The decrease in profit sharing expense is driven by lower pre-tax profit compared to the prior year period.

### **Non-Operating Results**

(in millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2017	2016	Favorable/(Unfavorable)	2017	2016	Favorable/(Unfavorable)
Interest expense, net	\$ (103)	\$ (93)	\$ (10)	\$ (197)	\$ (200)	\$ 3
Miscellaneous, net	(34)	20	(54)	(78)	21	(99)
Total non-operating expense, net	\$ (137)	\$ (73)	\$ (64)	\$ (275)	\$ (179)	\$ (96)

Fluctuations in interest expense, net, result from the amount of our outstanding debt and capital leases and the related interest rates. At December 31, 2016, the principal amount of debt and capital leases was \$7.4 billion. During the six months ended June 30, 2017 , we issued \$2.0 billion of unsecured notes. As a result of the debt issuance, the principal amount of debt and capital leases increased to \$9.1 billion at June 30, 2017 .

In the three and six months ended June 30, 2017 , miscellaneous, net is unfavorable primarily due to our proportionate share of losses from our equity investment in Virgin Atlantic compared to gains in the same periods in 2016.

### **Income Taxes**

We project that our annual effective tax rate for 2017 will be between 34% and 35%. In certain interim periods, we may have adjustments to our net deferred tax assets as a result of changes in prior year estimates and tax laws enacted during the period, which will impact the effective tax rate for that interim period.

### **Refinery Segment**

The refinery primarily produces gasoline, diesel and jet fuel. Non-jet fuel products the refinery produces are exchanged with third parties for jet fuel consumed in our airline operations. The jet fuel produced and procured through exchanging gasoline and diesel fuel produced by the refinery provides approximately 200,000 barrels per day for use in our airline operations. We believe that the jet fuel supply resulting from the refinery's operation contributes to reduced market prices for jet fuel, and thus lowered our cost of jet fuel compared to what it otherwise would have been.

The refinery recorded operating revenues of \$1.1 billion and \$2.3 billion in the three and six months ended June 30, 2017 , respectively, compared to \$1.0 billion and \$1.8 billion in the three and six months ended June 30, 2016 , respectively. Operating revenues in the three and six months ended June 30, 2017 were composed of \$756 million and \$1.5 billion , respectively, of non-jet fuel products exchanged with third parties to procure jet fuel, \$193 million and \$383 million , respectively, of sales of jet fuel to the airline segment and \$123 million and \$267 million , respectively, of sales of refined products. Refinery revenues increased compared to the prior year due to stronger pricing of refined products throughout the oil industry.

The refinery recorded profits of \$6 million and \$50 million in the three and six months ended June 30, 2017 , respectively, compared to losses of \$10 million and \$38 million in the three and six months ended June 30, 2016 , respectively. The refinery's profit in the current period was primarily due to increased distillate cracks and lower crude costs relative to Brent.

A refinery is subject to annual U.S. Environmental Protection Agency requirements to blend renewable fuels into the gasoline and on-road diesel fuel it produces. Alternatively, a refinery may purchase renewable energy credits, called Renewable Identification Numbers ("RINs"), from third parties in the secondary market. The refinery, operated by Monroe, purchases the majority of its RINs requirement in the secondary market. We recognized \$56 million and \$54 million of expense related to the RINs requirement in the June 2017 and 2016 quarters, respectively, and \$63 million and \$82 million for the six months ended June 30, 2017 and 2016 , respectively.

For more information regarding the refinery's results, see Note 9 of the Notes to the Condensed Consolidated Financial Statements.

## Operating Statistics

Consolidated <sup>(1)</sup>	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
Revenue passenger miles (in millions)	57,575	56,415	105,527	104,140
Available seat miles (in millions)	66,227	65,979	124,098	124,124
Passenger mile yield	16.03¢	15.90¢	16.03¢	16.07¢
PRASM	13.94¢	13.59¢	13.63¢	13.48¢
TRASM <sup>(2)</sup>	16.29¢	15.83¢	16.07¢	15.87¢
TRASM, adjusted <sup>(3)</sup>	16.19¢	15.76¢	15.96¢	15.77¢
CASM	13.23¢	12.16¢	13.58¢	12.68¢
CASM-Ex, including profit sharing <sup>(3)</sup>	10.24¢	9.54¢	10.56¢	9.91¢
Passenger load factor	86.9%	85.5%	85.0%	83.9%
Fuel gallons consumed (in millions)	1,047	1,046	1,965	1,976
Average price per fuel gallon <sup>(4)</sup>	\$ 1.61	\$ 1.38	\$ 1.61	\$ 1.44
Average price per fuel gallon, adjusted <sup>(4)(5)</sup>	\$ 1.66	\$ 1.97	\$ 1.68	\$ 1.67
Full-time equivalent employees, end of period	87,263	84,791		

<sup>(1)</sup> Includes the operations of our regional carriers under capacity purchase agreements. Full-time equivalent employees exclude employees of non-owned regional carriers.

<sup>(2)</sup> Total revenue per available seat mile ("TRASM").

<sup>(3)</sup> Non-GAAP financial measure defined and reconciled to TRASM and CASM, respectively, in "Supplemental Information" below.

<sup>(4)</sup> Includes the impact of fuel hedge activity and refinery segment results.

<sup>(5)</sup> Non-GAAP financial measure defined and reconciled to average fuel price per gallon in "Results of Operations" for the three and six months ended June 30, 2017 and 2016 .

## Fleet Information

Our operating aircraft fleet and commitments at June 30, 2017 are summarized in the following table:

Aircraft Type	Current Fleet <sup>(1)</sup>				Average Age	Commitments	
	Owned	Capital Lease	Operating Lease	Total		Purchase	Options
B-717-200	3	13	75	91	15.8	—	—
B-737-700	10	—	—	10	8.4	—	—
B-737-800	73	4	—	77	15.8	—	—
B-737-900ER	48	—	31	79	2.1	51	—
B-747-400	4	3	—	7	26.0	—	—
B-757-200	85	13	3	101	20.1	—	—
B-757-300	16	—	—	16	14.4	—	—
B-767-300	3	—	—	3	22.0	—	—
B-767-300ER	54	4	—	58	21.3	—	—
B-767-400ER	21	—	—	21	16.5	—	—
B-777-200ER	8	—	—	8	17.5	—	—
B-777-200LR	10	—	—	10	8.3	—	—
A319-100	55	—	2	57	15.3	—	—
A320-200	58	—	7	65	22.1	—	—
A321-200 <sup>(2)</sup>	9	—	13	22	0.7	100	—
A330-200	11	—	—	11	12.2	—	—
A330-300	28	—	3	31	8.4	—	—
A330-900neo	—	—	—	—	—	25	—
A350-900	—	—	—	—	—	25	—
CS100	—	—	—	—	—	75	50
MD-88	95	20	—	115	27.0	—	—
MD-90	65	—	—	65	20.4	—	—
<b>Total</b>	<b>656</b>	<b>57</b>	<b>134</b>	<b>847</b>	<b>17.0</b>	<b>276</b>	<b>50</b>

<sup>(1)</sup> Excludes certain aircraft we own or lease, which are operated by regional carriers on our behalf and are shown in the table below.

<sup>(2)</sup> Airbus has the option to confirm delivery commitments for five additional A321-200 aircraft.

The following table summarizes the aircraft fleet operated by our regional carriers on our behalf at June 30, 2017 :

Carrier	Fleet Type					Total
	CRJ-200	CRJ-700	CRJ-900	Embraer 170	Embraer 175	
Endeavor Air, Inc. <sup>(1)</sup>	58	—	81	—	—	139
ExpressJet Airlines, Inc.	23	33	28	—	—	84
SkyWest Airlines, Inc.	71	28	36	—	18	153
Compass Airlines, Inc.	—	—	—	—	36	36
Republic Airline, Inc.	—	—	—	20	16	36
GoJet Airlines, LLC	—	22	7	—	—	29
<b>Total</b>	<b>152</b>	<b>83</b>	<b>152</b>	<b>20</b>	<b>70</b>	<b>477</b>

<sup>(1)</sup> Endeavor Air, Inc. is a wholly owned subsidiary of Delta.

## Financial Condition and Liquidity

We expect to meet our cash needs for the next 12 months with cash flows from operations, cash and cash equivalents, short-term investments and financing arrangements. As of June 30, 2017, we had \$5.5 billion in unrestricted liquidity, consisting of \$3.0 billion in cash and cash equivalents and short-term investments and \$2.5 billion in undrawn revolving credit facilities. During the six months ended June 30, 2017, we used existing cash, cash generated from advance ticket sales and proceeds from a debt offering to fund capital expenditures of \$1.8 billion, purchase shares of Grupo Aeroméxico for \$622 million, return \$1.1 billion to shareholders and contribute \$3.2 billion to fund our pension obligation, while maintaining a sufficient liquidity position.

### Sources of Liquidity

#### Operating Activities

Cash flows from operating activities provide our primary source of liquidity. We generated positive cash flows from operations of \$1.6 billion and \$4.2 billion in the six months ended June 30, 2017 and 2016, respectively. We had lower operating cash flows during the first half of 2017 compared to the prior year primarily due to incremental pension plan contributions, \$2.0 billion of which was funded through debt issuance.

Our operating cash flows are impacted by the following factors:

*Seasonality of Advance Ticket Sales.* We sell tickets for air travel in advance of the customer's travel date. When we receive a cash payment at the time of sale, we record the cash received on advance sales as deferred revenue in air traffic liability. The air traffic liability increases during the winter and spring as advanced ticket sales grow prior to the summer peak travel season and decreases during the summer and fall months.

*Fuel.* Including our regional carriers, fuel expense represented approximately 19% of our total operating expenses for the six months ended June 30, 2017. The market price for jet fuel is highly volatile, which can impact the comparability of our cash flows from operations from period to period.

*Pension Contributions.* Using the net proceeds from the \$2.0 billion debt issuance and existing cash, we contributed \$3.2 billion to our qualified defined benefit pension plans during the six months ended June 30, 2017. We also contributed shares of our common stock from treasury with a value of \$350 million during the March 2017 quarter. As a result, we satisfied, on an accelerated basis, the 2017 required contributions for our defined benefit plans, and contributed more than \$3.0 billion above the minimum funding requirements. During the six months ended June 30, 2016, we contributed \$1.3 billion to our qualified defined benefit pension plans.

*Profit Sharing.* Our broad-based employee profit sharing program provides that for each year in which we have an annual pre-tax profit, as defined by the terms of the program, we will pay a specified portion of that profit to employees. The profit sharing formula pays 10% of annual pre-tax profit (as defined by the terms of the program) and, if we exceed our prior year results, the program will pay 20% of the year-over-year increase in pre-tax profit to eligible employees. The profit sharing program for pilots pays 10% for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion. During the six months ended June 30, 2017, we accrued \$489 million in profit sharing expense based on the year-to-date performance and current expectations for 2017 pre-tax profit.

We paid \$1.1 billion in profit sharing in February 2017 related to our 2016 pre-tax profit in recognition of our employees' contributions toward meeting our financial goals.

#### Investing Activities

*Capital Expenditures.* Our capital expenditures were \$1.8 billion and \$1.9 billion for the six months ended June 30, 2017 and 2016, respectively. Our capital expenditures during the six months ended June 30, 2017 were primarily related to the purchases of 12 B-737-900ER aircraft to replace a portion of our older B-757-200 aircraft, seven A321-200 and two A330-300 aircraft, advanced deposit payments on future aircraft order commitments and seat density projects for our domestic fleet.



We have committed to future aircraft purchases that will require significant capital investment and have obtained, but are under no obligation to use, long-term financing commitments for a substantial portion of the purchase price of a significant number of these aircraft. Our expected 2017 investments of \$3.5 billion to \$4.0 billion will be primarily for (1) aircraft, including deliveries of B-737-900ERs, A321-200s, A350-900s and A330-300s, along with advance deposit payments for these and our A330-900neo and CS100 orders, as well as for (2) aircraft modifications, the majority of which relate to increasing the seat density and enhancing the cabins on our domestic fleet.

*Equity Investments.* During the March 2017 quarter, we completed a \$622 million tender offer for additional capital stock of Grupo Aeroméxico, increasing our ownership percentage to 36%. We also have derivative contracts that may be settled for shares of Grupo Aeroméxico representing 13% of its shares. We expect to execute these derivative contracts during the September 2017 quarter for approximately \$175 million.

*LAX Redevelopment.* During the September 2016 quarter, we executed a modified lease agreement with Los Angeles World Airports, which owns and operates Los Angeles International Airport ("LAX"), and announced plans to modernize, upgrade and connect Terminals 2 and 3 at LAX over the next seven years. Based on the lease agreement, we will design and manage the construction of the initial investment of \$350 million to renovate gate areas, support space and other amenities for passengers, upgrade the baggage handling systems in the terminals and facilitate the relocation of those airlines currently located in Terminals 2 and 3 to Terminals 5 and 6 and Tom Bradley International Terminal ("TBIT"). The relocation activities were completed during the June 2017 quarter. Subject to required approvals, we have an option to expand the project, which could cost an additional \$1.5 billion and would include (1) redevelopment of Terminal 3 and enhancement of Terminal 2, (2) rebuild of the ticketing, arrival hall and security checkpoint, (3) construction of infrastructure for the planned airport people mover, (4) ramp improvements and (5) construction of a secure connector to the north side of TBIT.

*LGA Redevelopment.* As part of the terminal redevelopment project at LaGuardia Airport, we will partner with the Port Authority of New York and New Jersey (the "Port Authority") to replace Terminals C and D with a new state-of-the-art terminal facility consisting of 37 gates across four concourses connected to a central hall. The terminal will feature a new, larger Delta Sky Club, wider concourses, more gate seating, as well as 30 percent more concessions space than the existing Terminals C and D. The facility will also offer direct access between the parking garage and terminal and improved roadways and drop-off/pick-up areas. The design of the new terminal will integrate sustainable technologies and improvements in energy efficiency. Construction will be phased to limit passenger inconvenience and is expected to be completed by 2026.

In connection with the redevelopment, we expect to enter into an amended and restated terminal lease with the Port Authority through 2050, pursuant to which we will (1) fund (through debt issuance and existing cash) and undertake the design and construction of the terminal and certain off-premises supporting facilities; (2) receive a Port Authority contribution of \$600 million to facilitate construction of the terminal and other supporting infrastructure; (3) be responsible for all operations and maintenance during the term of the lease; and (4) have preferential rights to all gates in the terminal subject to Port Authority requirements with respect to accommodation of designated carriers.

#### *Financing Activities*

*Debt and Capital Leases.* The principal amount of debt and capital leases was \$9.1 billion at June 30, 2017. Since December 31, 2009, we have reduced our principal amount of debt and capital leases by \$9.2 billion.

During the March 2017 quarter, we issued \$2.0 billion in aggregate principal amount of unsecured notes, consisting of \$1.0 billion of 2.875% Notes due 2020 and \$1.0 billion of 3.625% Notes due 2022. As discussed above, we used the net proceeds from this issuance to make a cash contribution to our qualified defined benefit pension plans.

*Capital Return to Shareholders.* During the six months ended June 30, 2017, we repurchased and retired 16.3 million shares of our common stock at a cost of \$800 million.

(in millions, except average repurchase price)	Share Repurchase Authorization	Average Repurchase Price	Completion Date	Authorization Remaining
May 2015 Program	\$ 5,000	\$ 44.88	December 31, 2017	\$ 550
May 2017 Program	\$ 5,000	\$ —	December 31, 2020	\$ 5,000

In the June 2017 quarter, the Board of Directors approved and we paid a quarterly dividend of \$0.2025 per share. Additionally, the Board of Directors approved a 50% increase in the quarterly dividend that takes effect in the September 2017 quarter. This increase is the fourth year in a row that the Board of Directors has approved a 50% increase following the initiation of dividend payments in 2013.

*Fuel Hedge Restructuring.* During the June 2016 quarter, we early terminated certain of our outstanding deferral transactions and made cash payments of \$170 million, including normal settlements. During the six months ended June 30, 2017, we reported \$20 million in cash receipts and \$110 million in cash payments associated with these transactions in other, net in the financing activities section of the Condensed Consolidated Statements of Cash Flows. For additional information regarding these deferral transactions, see Note 4 to the Notes to the Condensed Consolidated Financial Statements.

#### *Undrawn Lines of Credit*

We have \$2.5 billion available in undrawn revolving lines of credit. These credit facilities have covenants, including minimum collateral coverage ratios. If we are not in compliance with these covenants, we may be required to repay amounts borrowed under the credit facilities or we may not be able to draw on them. We currently have a substantial amount of unencumbered assets available to pledge as collateral.

#### *Covenants*

We were in compliance with the covenants in our financings at June 30, 2017.

#### **Critical Accounting Policies and Estimates**

For information regarding our Critical Accounting Policies and Estimates, see the "Critical Accounting Policies and Estimates" section of "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Form 10-K.

#### ***Recent Accounting Standards***

*Retirement Benefits.* In March 2017, the FASB issued ASU No. 2017-07, "Compensation—Retirement Benefits (Topic 715)." This standard requires an entity to report the service cost component in the same line item as other compensation costs. The other components of net (benefit) cost will be required to be presented in the income statement separately from the service cost component and outside a subtotal of income from operations. This standard is effective for interim and annual reporting periods beginning after December 15, 2017. We will adopt the standard effective January 1, 2018.

## Supplemental Information

We sometimes use information ("non-GAAP financial measures") that is derived from the Condensed Consolidated Financial Statements, but that is not presented in accordance with GAAP. Under the U.S. Securities and Exchange Commission rules, non-GAAP financial measures may be considered in addition to results prepared in accordance with GAAP, but should not be considered a substitute for or superior to GAAP results.

The following table shows a reconciliation of TRASM (a GAAP measure) to TRASM, adjusted (a non-GAAP financial measure).

- *Third-party refinery sales.* We adjust TRASM for refinery sales to third parties to determine TRASM, adjusted because these revenues are not related to our airline segment. TRASM, adjusted therefore provides a more meaningful comparison of revenue from our airline operations to the rest of the airline industry.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
TRASM	16.29¢	15.83¢	16.07¢	15.87¢
Adjusted for:				
Third-party refinery sales	(0.10)	(0.07)	(0.11)	(0.10)
TRASM, adjusted	16.19¢	15.76¢	15.96¢	15.77¢

The following table shows a reconciliation of CASM (a GAAP measure) to CASM-Ex, including profit sharing (a non-GAAP financial measure). We adjust CASM for the following items to determine CASM-Ex, including profit sharing, for the reasons described below:

- *Aircraft fuel and related taxes.* The volatility in fuel prices impacts the comparability of year-over-year financial performance. The adjustment for aircraft fuel and related taxes (including our regional carriers) allows investors to better understand and analyze our non-fuel costs and year-over-year financial performance.
- *Other expenses.* Other expenses include aircraft maintenance and staffing services we provide to third parties, our vacation wholesale operations and refinery cost of sales to third parties. Because these businesses are not related to the generation of a seat mile, we adjust for the costs related to these sales to provide a more meaningful comparison of the costs of our airline operations to the rest of the airline industry.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2017	2016	2017	2016
CASM	13.23¢	12.16¢	13.58¢	12.68¢
Adjusted for:				
Aircraft fuel and related taxes	(2.55)	(2.19)	(2.55)	(2.29)
Other expenses	(0.44)	(0.43)	(0.47)	(0.48)
CASM-Ex, including profit sharing	10.24¢	9.54¢	10.56¢	9.91¢

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in market risk from the information provided in "Item 7A. Quantitative and Qualitative Disclosures About Market Risk" in our Form 10-K.

### ITEM 4. CONTROLS AND PROCEDURES

Our management, including our Chief Executive Officer and Chief Financial Officer, performed an evaluation of our disclosure controls and procedures, which have been designed to permit us to effectively identify and timely disclose important information. Our management, including our Chief Executive Officer and Chief Financial Officer, concluded that the controls and procedures were effective as of June 30, 2017 to ensure that material information was accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

During the three months ended June 30, 2017, we did not make any changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

"Item 3. Legal Proceedings" of our Form 10-K includes a discussion of our legal proceedings. Except as presented below, there have been no material changes from the legal proceedings described in our Form 10-K. The legal proceeding described below has been described previously, including in our Form 10-K. The matter is described in this Form 10-Q to include developments in the case since we filed our Form 10-K.

#### *First Bag Fee Antitrust Litigation*

In May-July 2009, a number of purported class action antitrust lawsuits were filed against Delta and AirTran Airways ("AirTran"), alleging that Delta and AirTran engaged in collusive behavior in violation of Section 1 of the Sherman Act in November 2008 based upon certain public statements made in October 2008 by AirTran's CEO at an analyst conference concerning fees for the first checked bag, Delta's imposition of a fee for the first checked bag on November 4, 2008 and AirTran's imposition of a similar fee on November 12, 2008. The plaintiffs sought to assert claims on behalf of an alleged class consisting of passengers who paid the first bag fee after December 5, 2008 and seek injunctive relief and unspecified treble damages. All of these cases have been consolidated for pre-trial proceedings in the Northern District of Georgia.

On July 12, 2016, the Court issued an order granting the plaintiffs' motion for class certification. On October 7, 2016, the U.S. Court of Appeals granted the defendants' petition for interlocutory review of this order, and that appeal remains pending.

On March 29, 2017, the District Court granted the defendants' motions for summary judgment. The plaintiffs have filed an appeal to the U.S. Court of Appeals, and that appeal remains pending.

### ITEM 1A. RISK FACTORS

"Item 1A. Risk Factors" of our Form 10-K includes a discussion of our risk factors. There have been no material changes from the risk factors described in our Form 10-K.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table presents information with respect to purchases of common stock we made during the June 2017 quarter. The total number of shares purchased includes shares repurchased pursuant to our \$5 billion share repurchase program, which was publicly announced on May 13, 2015 (the "2015 Repurchase Program"). The 2015 Repurchase Program will terminate no later than December 31, 2017. Some purchases made in the June 2017 quarter were made pursuant to a trading plan meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934.

In addition, the table includes shares withheld from employees to satisfy certain tax obligations due in connection with grants of stock under the Delta Air Lines, Inc. Performance Compensation Plan (the "Plan"). The Plan provides for the withholding of shares to satisfy tax obligations. It does not specify a maximum number of shares that can be withheld for this purpose. The shares of common stock withheld to satisfy tax withholding obligations may be deemed to be "issuer purchases" of shares that are required to be disclosed pursuant to this Item.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value (in millions) of Shares That May Yet be Purchased Under the Plan or Programs
April 2017	1,761,204	\$ 45.39	1,761,204	\$ 1,070
May 2017	4,614,518	\$ 47.98	4,614,518	\$ 850
June 2017	5,835,850	\$ 51.73	5,835,850	\$ 550
Total	12,211,572		12,211,572	

## ITEM 6. EXHIBITS

(a) Exhibits	
10.1(a)	<a href="#"><u>Amendment No. 9, dated May 10, 2017, to Airbus A321 Aircraft and A330 Aircraft Purchase Agreement dated as of September 3, 2013 between Airbus S.A.S. and Delta Air Lines, Inc. ("Amendment No. 9")*</u></a>
10.1(b)	<a href="#"><u>Letter Agreements, dated May 10, 2017, relating to Amendment No. 9*</u></a>
10.2(a)	<a href="#"><u>Amendment No. 3, dated May 10, 2017, to Airbus A3330 Aircraft and A350-900 Aircraft Purchase Agreement dated as of November 24, 2014 between Airbus S.A.S. and Delta Air Lines, Inc. ("Amendment No. 3")*</u></a>
10.2(b)	<a href="#"><u>Letter Agreements, dated May 10, 2017, relating to Amendment No. 3*</u></a>
10.3	<a href="#"><u>First Amendment to The Delta Air Lines, Inc. 2017 Long-Term Incentive Program</u></a>
10.4	<a href="#"><u>Terms of 2017 Restricted Stock Awards for Non-Employee Directors</u></a>
15	<a href="#"><u>Letter from Ernst &amp; Young LLP regarding unaudited interim financial information</u></a>
31.1	<a href="#"><u>Certification by Delta's Chief Executive Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017</u></a>
31.2	<a href="#"><u>Certification by Delta's Executive Vice President and Chief Financial Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017</u></a>
32	<a href="#"><u>Certification pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code by Delta's Chief Executive Officer and Executive Vice President and Chief Financial Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017</u></a>
101.INS	XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

\* Portions of this exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to requests for confidential treatment.

## SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Delta Air Lines, Inc.  
(Registrant)

/s/ Craig M. Meynard

---

Craig M. Meynard  
Vice President and Chief Accounting Officer  
(Principal Accounting Officer)

July 13, 2017

AMENDMENT NO. 9

to

AIRBUS A321 AIRCRAFT AND A330 AIRCRAFT PURCHASE AGREEMENT

Dated as of September 3, 2013

between

AIRBUS S.A.S.

and

DELTA AIR LINES, INC.

This Amendment No. 9 (this “ **Amendment** ”), is dated as of May 10, 2017, by and between AIRBUS S.A.S organized and existing under the laws of the Republic of France, having its registered office located at 1 Rond Point Maurice Bellonte, 31707 Blagnac-Cedex, France (the “ **Seller** ”) and DELTA AIR LINES, INC., a corporation organized and existing under the state of Delaware, United States of America, having its corporate office located at 1050 Delta Boulevard, Atlanta, Georgia 30320, USA (the “ **Buyer** ”).

WHEREAS, the Buyer and the Seller entered into the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement dated as of September 3, 2013, as amended, modified or supplemented from time to time (the “ **Agreement** ”), which covers the sale by the Seller and the purchase by the Buyer of eighty-two (82) A321 Aircraft and ten (10) A330 Aircraft;

WHEREAS, the Buyer wishes to purchase and the Seller agrees to sell thirty (30) additional A321 aircraft subject to the terms and condition contained herein; and

WHEREAS, the Buyer agrees that the [\*\*\*], and

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement in consideration of the foregoing;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS.

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. The terms “herein,” “hereof,” and “hereunder” and words of similar import refer to this Amendment.



**1. DEFINITIONS**

**1.1 Clause 0 of the Agreement is hereby amended to add the following term:**

2017 A321 [\*\*\*] – any or all of the [\*\*\*] A321-200 model aircraft [\*\*\*], to be purchased by the Buyer [\*\*\*] Agreement.

2017 A321 Aircraft - any or all of the thirty (30) A321-200 model aircraft to be purchased by the Buyer pursuant to Amendment No. 9 to the Agreement bearing rank numbers 108 to 137 inclusive as set forth in Clause 9.1.1, together with all components, equipment, parts and accessories installed in or on such aircraft and the A321 Propulsion System installed thereon upon delivery.

Semester – either (i) the first six (6) months of any calendar year from and including January 1 to and including June 30, or (ii) the second six (6) months of any calendar year from and including July 1 to and including December 31.

Scheduled Delivery Semester – the anticipated Semester during which each Aircraft shall be Ready for Delivery.

A321 Aircraft - any or all of the 2013 A321 Aircraft, 2014 A321 Aircraft, 2016 A321 Aircraft, 2017 A321 Aircraft [\*\*\*].

**1.2 Clause 0 of the Agreement is hereby amended to replace the following terms:**

Aircraft - any or all of the thirty (30) 2013 A321 Aircraft, ten (10) 2013 A330 Aircraft, fifteen (15) 2014 A321 Aircraft, thirty-seven (37) 2016 A321 Aircraft, thirty (30) 2017 A321 Aircraft and [\*\*\*] 2017 A321 [\*\*\*].

**1.3 Clause 1 of the Agreement is hereby deleted in its entirety and is replaced with the following:**

QUOTE

**1. SALE AND PURCHASE**

The Seller shall sell and deliver, and the Buyer shall buy and take delivery of all thirty (30) 2013 A321 Aircraft, ten (10) 2013 A330 Aircraft, fifteen (15) 2014 A321 Aircraft, thirty-seven (37) 2016 A321 Aircraft, thirty (30) 2017 A321 Aircraft and [\*\*\*] 2017 A321 [\*\*\*].

UNQUOTE

## 2. DELIVERY SCHEDULE

2.1 Clause 9.1.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

QUOTE

9.1.1 Subject to the provisions of the Agreement, the Seller shall have the Aircraft (including the 2017 A321 [\*\*]) Ready for Delivery at the Delivery Location, and the Buyer shall accept the same, during the months (each a “ **Scheduled Delivery Month** ”), quarters (each, a “ **Scheduled Delivery Quarter** ”) and semesters (each, a “ **Scheduled Delivery Semester** ”) set forth in the table below:

CAC ID	Aircraft	Scheduled Delivery Month/Quarter/ Semester/Year
468257	2013 A330	May 2015
468258	2013 A330	June 2015
468259	2013 A330	July 2015
468260	2013 A330	November 2015
468261	2013 A330	January 2016
468268	2013 A321	February 2016
468269	2013 A321	March 2016
468270	2013 A321	April 2016
468262	2013 A330	April 2016
468271	2013 A321	May 2016
468263	2013 A330	May 2016
468264	2013 A330	May 2016
468272	2013 A321	June 2016
468273	2013 A321	June 2016
468274	2013 A321	July 2016
468267	2013 A321	July 2016
468275	2013 A321	August 2016
468276	2013 A321	August 2016
468277	2013 A321	September 2016
468278	2013 A321	October 2016
468279	2013 A321	November 2016
468280	2013 A321	December 2016
468281	2013 A321	December 2016
468282	2013 A321	January 2017
468283	2013 A321	February 2017
468284	2013 A321	March 2017
468265	2013 A330	January 2017
468285	2013 A321	April 2017

CT1301535\_AMD 9\_DAL\_A321\_A330\_EXECUTION 3

PRIVILEGED AND CONFIDENTIAL

[\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.







***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***

9.1.1.4 \*\*\*

9.1.1.5 \*\*\*

UNQUOTE

2.2 Clause 9.1.2 of the Agreement is deleted in its entirety and is replaced with the following:

QUOTE

9.1.2 Not later than \*\*\* prior to the start of the relevant Scheduled Delivery Quarter or Scheduled Delivery Semester, as applicable, the Seller shall give the Buyer notice of the anticipated month within the Scheduled Delivery Quarter or Scheduled Delivery Semester, as applicable, during which each Aircraft shall be Ready for Delivery (the “ **Scheduled Delivery Month** ”) provided however that, except where (i) the Scheduled Delivery Months have already been notified to the Buyer as of the date hereof or (ii) agreed by the Parties in writing, no more than \*\*\* shall be scheduled for Delivery pursuant to this Subclause 9.1.2, in any calendar month. Until such notice is issued by the Seller and for the purpose of this Agreement, the first quarter in each Scheduled Delivery Semester shall be deemed to be the Scheduled Delivery Quarter and the middle month of the Scheduled Delivery Quarter shall be deemed to be the Scheduled Delivery Month.

UNQUOTE

## 2.3 Letter Agreements

- (i) Letter Agreement No. 1 to the Agreement is deleted in its entirety and is replaced with the Amended and Restated Letter Agreement No. 1 dated as of the date hereof.
- (ii) Letter Agreement No. 2 to the Agreement is deleted in its entirety and is replaced with the Amended and Restated Letter Agreement No. 2 dated as of the date hereof.
- (iii) Letter Agreement No. 8 to the Agreement is deleted in its entirety and is replaced with Amended and Restated Letter Agreement No. 8 dated as of the date hereof.
- (iv) Letter Agreement No. 10 to the Agreement is deleted in its entirety and is replaced with Amended and Restated Letter Agreement No. 10 dated as of the date hereof.

**3. EFFECT OF THE AMENDMENT**

- (a) the Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms,
- (b) this Amendment will supersede any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment, and
- (c) both Parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

**4. CONFIDENTIALITY**

This Amendment and its existence shall be treated by each Party as confidential subject to the terms and conditions of Clause 22.7 of the Agreement.

**5. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.6 OF THE AGREEMENT.

It is agreed that the United Nations convention on contracts for the international sale of goods will not apply to this amendment.

**6. ASSIGNMENT**

This Amendment and the rights and obligations of the Parties will be subject to the provisions of Clause 19 of the Agreement.

**7. COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

IN WITNESS WHEREOF, the parties have caused this Amendment No. 9 to be signed by their duly authorized officers thereunto as of the date first above written.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey  
Title: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May  
Title: Senior Vice President



## AMENDED AND RESTATED LETTER AGREEMENT NO. 1

May 10, 2017

Delta Air Lines, Inc.  
 1050 Delta Boulevard  
 Atlanta, Georgia 30320

Re: [\*\*\*]

Ladies and Gentlemen:

Delta Air Lines, Inc. (“**Buyer**”) and Airbus S.A.S. (“**Seller**”), have entered into the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3, 2013, as amended, modified or supplemented from time to time (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of one hundred twelve (112) firmly ordered A321 Aircraft, [\*\*\*] and ten (10) firmly ordered A330 Aircraft.

This amended and restated Letter Agreement No. 1 (hereinafter referred to as the “**Letter Agreement No. 1**”), dated as of May 10, 2017, cancels and replaces the amended and restated Letter Agreement No. 1 entered into between the Buyer and the Seller on April 29, 2016.

Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 1 have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement No. 1.

Both parties agree that this Letter Agreement No. 1 shall constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement No. 1 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 1 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 1 shall govern.

## **1 CREDIT MEMORANDA**

### **1.1 A321 Aircraft**

CT1301535\_LA1\_TO\_AMD9 [\*\*\*] EXECUTION  
 PRIVILEGED AND CONFIDENTIAL

LA1 - 1

[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

1.1.1 In respect of each A321 Aircraft, the Seller shall provide to the Buyer the following [\*\*\*]:

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*],

(iv) [\*\*\*]

(v) [\*\*\*]

(vi) [\*\*\*]

(vii) [\*\*\*]

(viii) [\*\*\*]

(ix) [\*\*\*]

(x) [\*\*\*]

(xi) [\*\*\*]

(xii) [\*\*\*]

(xiii) [\*\*\*]

and

(xiv) [\*\*\*]

1.1.2 The A321 Aircraft [\*\*\*].

1.1.3 The A321 Aircraft [\*\*\*].

1.2 [\*\*\*]

[\*\*\*]

1.3 [\*\*\*]

1.3.1 [\*\*\*]

1.3.2 [\*\*\*]

1.4 [\*\*\*]

1.4.1 [\*\*\*]

1.4.2 [\*\*\*]

1.4.3 [\*\*\*]

1.4.4 [\*\*\*]

1.4.4.1 [\*\*\*]

1.4.4.2 [\*\*\*]

1.4.4.3 [\*\*\*]

1.4.4.4 [\*\*\*]

1.4.4.5 [\*\*\*]

1.5 [\*\*\*]

1.5.1 [\*\*\*]

[\*\*\*]

1.5.2 [\*\*\*]

(i) [\*\*\*]

a) [\*\*\*] and

b) [\*\*\*]

(ii) [\*\*\*]

1.5.3 [\*\*\*]

1.5.4 [\*\*\*]

(ii) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*]

1.5.5 [\*\*\*]

1.5.6 [\*\*\*]

1.5.7 [\*\*\*]

1.5.8 [\*\*\*]

1.6 A330 Aircraft

1.6.1 In respect of each A330 Aircraft, [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

(v) [\*\*\*]

(vi) [\*\*\*]

1.6.2 [\*\*\*]

1.6.3 [\*\*\*]

1.6.4 [\*\*\*]

1.7 [\*\*\*]

1.7.1 [\*\*\*]

1.7.2 [\*\*\*]

1.7.3 [\*\*\*]

## 2 [\*\*\*]

2.1 A321 Aircraft

2.1.1 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

2.1.2 [\*\*\*]

(a) [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

(b) [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

## 2.2 A330 Aircraft

### 2.2.1 [\*\*\*]

(a) [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

(b) [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

2.2.2 [\*\*\*]

(a) [\*\*\*]

(b) [\*\*\*]

(c) [\*\*\*]

(i)[\*\*\*]

(ii)[\*\*\*]

(iii)[\*\*\*]

**3** [\*\*\*]

3.1 [\*\*\*]

3.2 [\*\*\*]

3.3 [\*\*\*]

## **4** ASSIGNMENT

This Letter Agreement No. 1 and the rights and obligations of the parties shall not be assigned or transferred in any manner without the prior written consent of the Seller and any attempted assignment or transfer in contravention of this provision shall be void and of no force or effect.

**5      CONFIDENTIALITY**

This Letter Agreement No. 1 is subject to the terms and conditions of Clause 22.7 of the Agreement.

**6      COUNTERPARTS**

This Letter Agreement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Title: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May

Title: Senior Vice President

CT1301535 LA1 TO AMD9 [\*\*\*] EXECUTION  
PRIVILEGED AND CONFIDENTIAL

LA1 - 8

[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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AMENDED AND RESTATED LETTER AGREEMENT NO. 2

May 10, 2017

Delta Air Lines, Inc.  
1050 Delta Boulevard  
Atlanta, Georgia 30320

Re: [\*\*\*]

Ladies and Gentlemen:

Delta Air Lines, Inc. (“**Buyer**”) and Airbus S.A.S. (“**Seller**”), have entered into the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3, 2013, as amended, modified or supplemented from time to time (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of one hundred twelve (112) firmly ordered A321 Aircraft, [\*\*\*] and ten (10) firmly ordered A330 Aircraft.

This amended and restated Letter Agreement No. 2 (hereinafter referred to as the “**Letter Agreement No. 2**”), dated as of May 10, 2017, , cancels and replaces the amended and restated Letter Agreement No. 2 entered into between the Buyer and the Seller on April 29, 2016.

Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 2 have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement No. 2.

Both parties agree that this Letter Agreement No. 2 shall constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement No. 2 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 2 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 2 shall govern.

**1** [\*\*\*]

Clauses 5.2.1, 5.2.2 and 5.2.3 of the Agreement are deleted in their entirety and replaced with the following:

CT1301535\_LA 2\_TO\_AMD 9\_[\*\*\*]\_EXECUTION LA2 - 1  
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[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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5.2.1 [\*\*\*]

5.2.2 INTENTIONALLY LEFT BLANK

5.2.3 [\*\*\*]

5.2.3.1 [\*\*\*]

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

5.2.3.2 [\*\*\*]

[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

5.2.3.3 [\*\*\*]

5.2.3.4 [\*\*\*]

2 [\*\*\*]

2.1 [\*\*\*]

[\*\*\*]

2.2 [\*\*\*]

2.2.1 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

[\*\*\*]

2.2.2 [\*\*\*]

2.2.3 [\*\*\*]

### **3 ASSIGNMENT**

This Letter Agreement No. 2 and the rights and obligations of the parties shall not be assigned or transferred in any manner without the prior written consent of the Seller and any attempted assignment or transfer in contravention of this provision shall be void and of no force or effect.

### **4 CONFIDENTIALITY**

This Letter Agreement No. 2 is subject to the terms and conditions of Clause 22.7 of the Agreement.

### **5 COUNTERPARTS**

This Letter Agreement No. 2 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

CT1301535\_LA 2\_TO\_AMD 9\_[\*\*\*]\_EXECUTION LA2 - 4  
PRIVILEGED AND CONFIDENTIAL

[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Title: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May

Title: Senior Vice President

CT1301535\_LA 2\_TO\_AMD 9\_\*\*\*\_EXECUTION LA2 - 5

PRIVILEGED AND CONFIDENTIAL

\*\*\* Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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## AMENDED AND RESTATED LETTER AGREEMENT NO. 8

May 10, 2017

Delta Air Lines, Inc.  
1050 Delta Boulevard  
Atlanta, Georgia 30320

Re: [\*\*\*]

Ladies and Gentlemen:

Delta Air Lines, Inc. (“**Buyer**”) and Airbus S.A.S. (“**Seller**”), have entered into the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3, 2013, as amended, modified or supplemented from time to time (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of one-hundred twelve (112) firmly ordered A321 Aircraft, [\*\*\*] and ten (10) firmly ordered A330 Aircraft.

This amended and restated Letter Agreement No. 8 (hereinafter referred to as the “**Letter Agreement No. 8**”), dated as of the date hereof, cancels and replaces the amended and restated Letter Agreement No. 8 entered into between the Buyer and the Seller on April 29, 2016.

Buyer and the Seller have agreed to set forth in this Letter Agreement No. 8 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 8 have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement No. 8.

Both parties agree that this Letter Agreement No. 8 shall constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement No. 8 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 8 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 8 shall govern.

### **1 WARRANTIES**

#### **1.1 Warranties and Service Life Policy**

CT1301535\_LA 8\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION  
PRIVILEGED AND CONFIDENTIAL LA 8-1

[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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### 1.1.1 Standard Warranty

Subclause 12.1.3 of the Agreement is deleted in its entirety and replaced with the following:

[\*\*\*]

[\*\*\*]

### 1.1.2 Seller Service Life Policy

Subclauses 12.2.2 and 12.2.3 of the Agreement are deleted in their entirety and replaced with the following:

#### “12.2.2 Periods and Seller’s Undertaking

Subject to the general conditions and limitations set forth in Subclause 12.2.4 below, the Seller agrees that if a Failure occurs in an Item within [\*\*\*] after the delivery of said Aircraft to the Buyer, the Seller shall, at its own discretion, as promptly as practicable and for a price that reflects the Seller’s financial participation in the cost as hereinafter provided, either:

- (i) design and furnish to the Buyer a correction for such Item subject to a Failure and provide any parts required for such correction (including Seller designed standard parts but excluding industry standard parts unless a part of an Item), or
- (ii) replace such Item.

#### 12.2.3 Seller’s Participation in the Cost

Any part or Item that the Seller is required to furnish to the Buyer under this Service Life Policy in connection with the correction or replacement of an Item shall be furnished to the Buyer at the Seller’s current sales price therefor, less the Seller’s financial participation, which shall be determined in accordance with the following formula:

[\*\*\*]

### 1.1.3 [\*\*\*]

[\*\*\*]

1.1.4 [\*\*\*]

[\*\*\*]

1.1.5 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

## **2      TECHNICAL PUBLICATIONS**

Clause 14.6 of the Agreement is deleted in its entirety and replaced with the following:

“14.6    Revision Service

[\*\*\*]

[\*\*\*]

[\*\*\*]



[\*\*\*]

Thereafter revision service shall be provided in accordance with the terms and conditions set forth in the Seller's then current Customer Services Catalog.

[\*\*\*]

**3** [\*\*\*]

3.1 [\*\*\*]

[\*\*\*]

3.2 Appendix A to Clause 16 of the Agreement is deleted in its entirety and replaced with the following text:

[\*\*\*]

**4** [\*\*\*]

4.1 [\*\*\*]

4.1.1 [\*\*\*]

4.1.2 [\*\*\*]

4.1.3 [\*\*\*]

4.2 [\*\*\*]

4.2.1 [\*\*\*]

4.2.2 [\*\*\*]

4.2.3 [\*\*\*]

4.3 [\*\*\*]

4.3.1 [\*\*\*]

4.3.2 [\*\*\*]

4.3.3 [\*\*\*]

4.4 [\*\*\*]

4.4.1 [\*\*\*]

4.4.2 [\*\*\*]

4.5 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*]

4.6 [\*\*\*]

4.6.1 [\*\*\*]

4.6.2 [\*\*\*]

4.6.3 [\*\*\*]

4.7 [\*\*\*]

4.7.1 [\*\*\*]

4.7.2 [\*\*\*]

**5** [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(i)

(iii) [\*\*\*]

**6** [\*\*\*]

[\*\*\*]

**7** **ASSIGNMENT**

This Letter Agreement No. 8 and the rights and obligations of the parties shall not be assigned or transferred in any manner without the prior written consent of the Seller and any attempted assignment or transfer in contravention of this provision shall be void and of no force or effect.

**8** **CONFIDENTIALITY**

This Letter Agreement No. 8 is subject to the terms and conditions of Clause 22.7 of the Agreement.

## **9      COUNTERPARTS**

This Letter Agreement No. 8 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

CT1301535\_LA 8\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION  
PRIVILEGED AND CONFIDENTIAL LA 8-7

\*\*\* Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/Christophe Mourey

Title: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May

Title: Senior Vice President

CT1301535\_LA 8\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION

PRIVILEGED AND CONFIDENTIAL LA 8-8

\*\*\* Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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AMENDED AND RESTATED LETTER AGREEMENT NO. 10

May 10, 2017

Delta Air Lines, Inc.  
1050 Delta Boulevard  
Atlanta, Georgia 30320

Re: MISCELLANEOUS

Ladies and Gentlemen:

Delta Air Lines, Inc. (“**Buyer**”) and Airbus S.A.S. (“**Seller**”), have entered into the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3, 2013 as amended, modified or supplemented from time to time (the “**Agreement**”), which covers, among other matters, the sale by the Seller and the purchase by the Buyer of one hundred twelve (112) firmly ordered A321 Aircraft, [\*\*\*] and ten (10) firmly ordered A330 Aircraft.

This amended and restated Letter Agreement No. 10 (hereinafter referred to as the “**Letter Agreement No. 10**”), dated as of the date hereof, cancels and replaces the amended and restated Letter Agreement No. 10 entered into between the Buyer and the Seller on April 29, 2016.

Buyer and the Seller have agreed to set forth in this Letter Agreement No. 10 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 10 have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement No. 10.

Both parties agree that this Letter Agreement No. 10 shall constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement No. 10 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 10 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 10 shall govern.

1 [\*\*\*]

[\*\*\*]

2 [\*\*\*]

2.1 [\*\*\*]

CT1301535\_LA 10\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION  
PRIVILEGED AND CONFIDENTIAL LA 10- 1

[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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2.2 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

2.3 [\*\*\*]

(i) Subclauses [\*\*\*] of the Agreement shall be deemed to read:

(6) [\*\*\*]

(9) [\*\*\*]

and

(ii) [\*\*\*]

2.4 The above commitments from the Seller are subject to the Buyer not being in default under [\*\*\*] or the Agreement. Further, it is agreed and understood by the parties that any amounts that adjust in accordance with the Airframe Price Revision Formula or the Propulsion System Price Revision Formula shall be adjusted to the actual month and year of Delivery of such Undelivered Aircraft.

### 3 **CLAUSE 0 – DEFINITIONS**

3.1 Clause 0 of the Agreement is amended to delete the following defined term and replace it as follows:

“Development Changes – as defined in Subclause 2.2.3.”

3.2 Clause 0 of the Agreement is amended to add the following defined terms:

[\*\*\*]

[\*\*\*]

### 4 **CLAUSE 2 – SPECIFICATION**

Subclause 2.2 of the Agreement is deleted in its entirety and replaced with Subclause 2.2 attached hereto as Appendix 1.

**5      CLAUSE 3 – PRICE**

Subclause 3.3 of the Agreement is deleted in its entirety and replaced with Subclause 3.3 attached hereto as Appendix 2.

**6      CLAUSE 5 – PAYMENT TERMS**

6.1      Subclause 5.4 of the Agreement is deleted in its entirety and replaced as follows:

“5.4      Payment of Other Amounts

5.4.1      [\*\*\*]

5.4.2      [\*\*\*]

6.2      Subclause 5.5 of the Agreement is deleted in its entirety and replaced as follows:

“5.5      Overdue Payments

If any payment due the Seller is not received by the Seller on the date or dates as agreed upon between the Buyer and the Seller, the Seller shall have the right to claim from the Buyer, and the Buyer shall promptly pay to the Seller, upon receipt of such claim, interest (on the basis of a 365 day year) at a rate per annum equal to [\*\*\*]. The Seller’s right to receive such interest shall be in addition to any other rights of the Seller hereunder or at law.”

**7      CLAUSE 7 – CERTIFICATION**

7.1      Subclause 7.3.3 of the Agreement is deleted in its entirety and replaced with the following:

[\*\*\*]

7.2      A new Subclause 7.5 is added to the Agreement as follows:

“7.5      [\*\*\*]

[\*\*\*]



## **8      CLAUSE 8 – THE BUYER’S ACCEPTANCE**

8.1      Subclause 8.1.2 of the Agreement is deleted in its entirety and replaced with the following:

[\*\*\*]

8.2      Subclause 8.2 of the Agreement is deleted in its entirety and replaced with the following:

“8.2      Use of Aircraft

The Seller shall be entitled to use any Aircraft prior to its Delivery to the Buyer:

(i)      [\*\*\*]

(ii)     [\*\*\*]

(iii)    [\*\*\*]

[\*\*\*]

## **9      CLAUSE 9 - DELIVERY**

Subclause 9.4 of the Agreement is deleted in its entirety and replaced with the following:

“9.4      Flyaway Expenses

[\*\*\*]

## **10     CLAUSE 10 – EXCUSABLE DELAY**

Clause 10 of the Agreement is deleted in its entirety and replaced with Clause 10 attached hereto as Appendix 3.

## **11     CLAUSE 11 – INEXCUSABLE DELAY**

Clause 11 of the Agreement is deleted in its entirety and replaced with Clause 11 attached hereto as Appendix 4.

**12     CLAUSE 20 – INDEMNIFICATION AND INSURANCE**

Clause 20 of the Agreement is deleted in its entirety and replaced with Clause 20 attached hereto as Appendix 5.

**13     CLAUSE 21 – TERMINATION FOR CERTAIN EVENTS**

Clause 21 of the Agreement is deleted in its entirety and replaced with Clause 21 attached hereto as Appendix 6.

**14     ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties shall not be assigned or transferred in any manner without the prior written consent of the Seller and any attempted assignment or transfer in contravention of this provision shall be void and of no force or effect.

**15     CONFIDENTIALITY**

This Letter Agreement is subject to the terms and conditions of Subclause 22.7 of the Agreement.

**16     COUNTERPARTS**

This Letter Agreement No. 10 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Title: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May

Title: Senior Vice President

CT1301535\_LA 10\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION

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[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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## 2.2 Specification Amendment

The parties understand and agree that the Specification may be further amended following signature of the Agreement in accordance with the terms of this Subclause 2.2.

### 2.2.1 Specification Change Notice

The Specification may be amended by written agreement between the parties substantially in the form set out in Exhibit B-1 (each, a “ **Specification Change Notice** ” or “ **SCN** ”). Each SCN shall set forth the particular Aircraft that would be affected by the SCN as well as, in detail, the particular changes to be made in the Specification, any materials to be deleted from the Aircraft by the Seller in connection with such SCN, and the effect, if any, of such changes on design, performance, weight, balance, Scheduled Delivery Quarter or Scheduled Delivery Month (as applicable), Buyer Furnished Equipment and price of each Aircraft affected thereby and interchangeability or replaceability of parts.

### 2.2.2 Requests and Approvals

2.2.2.1 In the event that the Buyer requests a change to the Specification, the Seller shall issue a request for change substantially in the form set out in Exhibit B-3 (“ **RFC** ”) and carry out a feasibility study of such change. If the Seller determines that such RFC is feasible to incorporate, the Seller shall produce an SCN and submit such SCN to the Buyer for the Buyer’s approval. If such SCN is rejected by the Buyer, such RFC and proposed SCN shall be cancelled without charge to the Buyer.

2.2.2.2 In the event that the Buyer requests the Seller in writing to incorporate a proposed change (excluding Development Changes) in an Aircraft and the Seller agrees to such request but the change is not subsequently made the subject of an SCN for any reason (other than the Seller’s unreasonable refusal to sign the SCN or otherwise acting in bad faith), [\*\*\*] and incurred by the Seller, provided that in the event the Seller’s reasonable estimate of the cost of developing such proposed change [\*\*\*] after the Seller’s receipt of the Buyer’s request to incorporate a proposed change and secured the Buyer’s agreement prior to incurring any such costs.

### 2.2.3 Development Changes

The Specification may also be amended to incorporate changes deemed necessary by the Seller to improve the Aircraft, prevent delay or ensure compliance with the Agreement (“ **Development Changes** ”), as set forth in this Subclause 2.2.3.

### 2.2.3.1 Manufacturer Specification Change Notices

The Specification may be amended by the Seller through a Manufacturer Specification Change Notice (“**MSCN**”), which shall be substantially in the form set out in Exhibit B-2 hereto, or by such other means as may be deemed appropriate, and shall set forth the particular Aircraft that are affected by the MSCN as well as, in detail, the particular changes to be made in the Specification, any materials to be deleted from the Aircraft by the Seller in connection with such SCN, and the effect, if any, of such changes on design, performance, weight, balance, Scheduled Delivery Quarter or Scheduled Delivery Month (as applicable), Buyer Furnished Equipment and price of each Aircraft affected thereby and interchangeability or replaceability of parts.

Except when the MSCN is necessitated by an Aviation Authority directive or by equipment obsolescence, in which case the MSCN shall be accomplished without requiring the Buyer’s consent, if the MSCN adversely affects the performance, weight, Base Price, Delivery Date of the Aircraft affected thereby or the interchangeability or replaceability requirements under the Specification, the Seller shall notify the Buyer of a reasonable period of time during which the Buyer must accept or reject such MSCN. If the Buyer does not notify the Seller of the rejection of the MSCN within such period, the MSCN shall be deemed accepted by the Buyer and the corresponding modification shall be accomplished; provided however, if the Buyer rejects an MSCN, neither the Specification nor the Base Price of the Aircraft shall change.

For the purposes of Subclause 2.2.3.1, the term “equipment obsolescence” refers to equipment which is no longer manufactured or available commercially.

2.2.3.2 In the event of the Seller revising the Specification to incorporate Development Changes which have no adverse effect on the performance, weight, Base Price, Delivery Date of the Aircraft affected thereby or the interchangeability or replaceability requirements under the Specification, such revision shall be performed by the Seller without the Buyer’s consent. In such cases, the Buyer shall have access to the details of such changes through the relevant application in AirbusWorld.

2.2.3.3 The Seller is considering turning certain items, which are currently BFE in the Specification, into Seller Furnished Equipment. If such BFE becomes Seller Furnished Equipment, it shall be excluded from the provisions of Subclauses 2.2.3.1 and 2.2.3.2 above and be chargeable to the Buyer, however, the price of such Seller Furnished Equipment shall not exceed the price of such BFE.

3.3 Taxes, Duties, and Imposts

3.3.1 The Seller shall bear and pay the amount of [\*\*\*].

3.3.2 The Buyer shall bear and pay the amount of [\*\*\*].

3.3.3 The Seller shall [\*\*\*].

3.3.4 It is expressly understood and agreed that [\*\*\*].

3.3.5 It is expressly understood and agreed that [\*\*\*].

3.3.6 [\*\*\*]

3.3.7 [\*\*\*]

3.3.8 [\*\*\*]

3.3.9 [\*\*\*]

3.3.10 [\*\*\*]

3.3.11 Taxes and Disputes

[\*\*\*]

[\*\*\*]

[\*\*\*]

**10 EXCUSABLE DELAY****10.1 Scope**

The Seller shall not be responsible for or be deemed to be in default on account of delays in Delivery or failure to deliver or otherwise in the performance of the Agreement or any part hereof [\*\*\*].

[\*\*\*]

[\*\*\*]

[\*\*\*]

**10.2 Unanticipated Delay**

In the event that the Delivery of any Aircraft is delayed by reason of an Excusable Delay for a period of more than [\*\*\*].

**10.3 Anticipated Delay**

In respect of any Aircraft, the Seller may [\*\*\*].

**10.4 Delivery Date**

[\*\*\*]

**10.5 Lost, Destroyed or Damaged Aircraft**

In the event that prior to Delivery any Aircraft is lost, destroyed or damaged beyond economic repair, the Seller shall notify the Buyer in writing [\*\*\*] after such event. Such notice shall specify the earliest date, consistent with the Seller's other contractual commitments and production capabilities, by which the Seller would be able to deliver a replacement for such Aircraft. [\*\*\*] In the event of termination of the Agreement as to a particular Aircraft as a result of such loss, destruction or damage the obligations and liabilities of the parties hereunder with respect to such Aircraft shall be discharged. [\*\*\*]

**10.6 [\*\*\*]****10.7 REMEDIES**

THIS CLAUSE 10 AND CERTAIN RELATED PROVISIONS ELSEWHERE IN THIS AGREEMENT SET FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR EXCUSABLE DELAYS IN DELIVERY OR FAILURE TO DELIVER, AND THE BUYER HEREBY WAIVES ALL RIGHTS, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO DAMAGES OR SPECIFIC PERFORMANCE, TO WHICH IT WOULD

OTHERWISE BE ENTITLED IN RESPECT THEREOF. THE BUYER SHALL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 10 TO THE EXTENT THE DELAY REFERRED TO IN THIS CLAUSE 10 IS CAUSED SOLELY BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

10.8 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

CT1301535\_LA 10\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION

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[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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**11 INEXCUSABLE DELAY**

11.1 [\*\*\*]

[\*\*\*]

11.2 [\*\*\*]

[\*\*\*]

**11.3 Written Claim**

The Buyer's right to recover such damages in respect of an Aircraft is conditional upon a claim therefor being submitted in writing to the Seller by the Buyer no later [\*\*\*] after the date when such Aircraft was scheduled to have been Ready For Delivery.

11.4 [\*\*\*]

[\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

[\*\*\*]

11.5 [\*\*\*]

[\*\*\*]

11.6 [\*\*\*]

[\*\*\*]

**11.7 REMEDIES**

THIS CLAUSE 11 AND CERTAIN RELATED PROVISIONS ELSEWHERE IN THIS AGREEMENT SET FORTH THE SOLE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 10, AND THE BUYER HEREBY WAIVES ALL RIGHTS, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE, TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF. THE BUYER SHALL

NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 11 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 11 IS CAUSED SOLELY BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

11.8 [\*\*\*]

11.9 [\*\*\*]

CT1301535\_LA 10\_TO\_AMD 9\_DAL\_A321\_A330\_EXECUTION

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[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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**20 INDEMNIFICATION AND INSURANCE**

20.1 [\*\*\*]

20.2 [\*\*\*]

(A) [\*\*\*]

(B) [\*\*\*]

20.3 [\*\*\*]

(A) [\*\*\*]

(B) [\*\*\*]

20.4 [\*\*\*] Notice of the claim or suit shall be accompanied by all information pertinent to the matter as is reasonably available to the Indemnified Party and shall be followed by such cooperation by the Indemnified Party as the Indemnitor or its counsel may reasonably request, at the expense of the Indemnitor.

If the Indemnitor fails or refuses to assume the defense of any claim or suit notified to it under this Clause 20, the Indemnified Party [\*\*\*].

**20.5 Insurance**

[\*\*\*]

(A) [\*\*\*]

(B) [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

**21 TERMINATION FOR CERTAIN EVENTS**

21.1 Any of the following shall be considered a material breach of, [\*\*\*] (“**Material Breach**”):

- (1) [\*\*\*], the Buyer [\*\*\*] shall commence any case, proceeding or other action with respect [\*\*\*] the Buyer in any jurisdiction relating to bankruptcy, insolvency, reorganization or relief from debtors or seeking a reorganization, arrangement, winding-up, liquidation, dissolution or other relief with respect to its debts and such case, proceeding or action is not dismissed [\*\*\*].
- (2) An action is commenced seeking the appointment of a receiver, trustee, custodian or other similar official for [\*\*\*]the Buyer for all or substantially all of its assets and such action is not stayed or dismissed [\*\*\*] or the Buyer makes a general assignment for the benefit of its creditors.
- (3) An action is commenced against [\*\*\*] the Buyer seeking [\*\*\*].
- (4) [\*\*\*]
- (5) [\*\*\*]
- (6) The Buyer fails to make any [\*\*\*] Payment required to be made pursuant to the Agreement when such payment comes due or fails to make payment [\*\*\*] required to be made pursuant to Subclause 5.3 of the Agreement.
- (7) [\*\*\*]
- (8) [\*\*\*]
- (9) [\*\*\*]
- (10) [\*\*\*]
- (11) [\*\*\*]

21.2 [\*\*\*]

**AMENDMENT NO. 3**

to the

**AIRBUS A330-900 AIRCRAFT AND A350-900 AIRCRAFT PURCHASE AGREEMENT**

Dated as of November 24, 2014 between

**AIRBUS S.A.S.**

and

**DELTA AIR LINES, INC.**

This Amendment No. 3 (this “**Amendment**”), is entered into as of May 10, 2017, by and between AIRBUS S.A.S organized and existing under the laws of the Republic of France, having its registered office located at 1 Rond Point Maurice Bellonte, 31707 Blagnac-Cedex, France (the “**Seller**”) and DELTA AIR LINES, INC., a corporation organized and existing under the state of Delaware, United States of America, having its corporate office located at 1050 Delta Boulevard, Atlanta, Georgia 30320, USA (the “**Buyer**”).

WHEREAS, the Buyer and the Seller entered into an Airbus A330-900 Aircraft and A350-900 Aircraft Purchase Agreement dated as of November 24, 2014, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the “**Agreement**”; and

WHEREAS, the Buyer and the Seller agree to amend the Scheduled Delivery Periods of ten (10) A350-900 Aircraft, and

WHEREAS, the Buyer and the Seller agree to amend certain provisions pertaining to such ten (10) A350-900 Aircraft,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS.

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. The terms “herein,” “hereof,” and “hereunder” and words of similar import refer to this Amendment.

1.1. Clause 0 of the Agreement is hereby amended to delete the following term:

A330-900neo Aircraft – any or all of the A330-300 model airframe to be purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories

installed in or on such aircraft including the New Engine Option Changes and the A330-900neo Propulsion Systems installed thereon upon Delivery.

1.2. Clause 0 of the Agreement is hereby amended to add the following term:

[\*\*\*]

A330-900 Aircraft – any or all of the A330-300 model airframe to be purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft including the New Engine Option Changes and the A330-900 Propulsion Systems installed thereon upon Delivery. All references in the Agreement to A330- 900neo Aircraft shall be deemed to be references to A330-900 Aircraft.

[\*\*\*] – the A350-900 Aircraft bearing [\*\*\*].

2.1. [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

(v) [\*\*\*]

(vi) [\*\*\*]

(vii) [\*\*\*]

2.2. Clauses 9.1.1 and 9.1.2 of the Agreement are deleted in their entirety and are replaced with the following:

QUOTE

9.1.1 Subject to the provisions of the Agreement, the Seller shall have the Aircraft Ready for Delivery at the Delivery Location, and the Buyer shall accept the same, during the months (each a “ **Scheduled Delivery Month** ”) and quarters (each, a “ **Scheduled Delivery Quarter** ”) set forth in the table below:

[illegible]

(a) [\*\*\*]

(b) [\*\*\*]

(c) [\*\*\*]

(d) [\*\*\*]

(e) [\*\*\*]

[\*\*\*]

- (a) the Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms,
- (b) this Amendment will supersede any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment, and
- (c) both Parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

This Amendment and its existence shall be treated by each Party as confidential subject to the terms and conditions of Clause 22.7 of the Agreement.

5.1. THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.6 OF THE AGREEMENT.

5.2. It is agreed that the United Nations convention on contracts for the international sale of goods will not apply to this amendment.

This Amendment and the rights and obligations of the Parties will be subject to the provisions of Clause 19 of the Agreement.

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).



If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey  
Its: Senior Vice President

Agreed and Accepted

DELTA AIR LINES, INC.

By: /s/ Gregory A. May  
Its : Senior Vice President

CTI404840- AMD 3- DAL- A330-900 A350-900- EXECUTION

PRIVILEGED AND CONFIDENTIAL

\*\*\* Confidential portion omitted and filed separately with the Commission pursuant to a request for Confidential Treatment

## AMENDED AND RESTATED LETTER AGREEMENT NO. 4

As of May 10, 2017

Delta Air Lines, Inc.  
1050 Delta Boulevard  
Atlanta, Georgia 30320

**Re: FLEXIBILITY**

Dear Ladies and Gentlemen,

Delta Air Lines, Inc. (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an Airbus A330-900 Aircraft and A350-900 Aircraft Purchase Agreement dated November 24, 2014 as amended, modified or supplemented from time to time, including on the date hereof (the “**Agreement**”) which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.

This amended and restated Letter Agreement No. 4 (hereinafter referred to as the “Letter Agreement No.4”), dated as of the date hereof, cancels and replaces the Letter Agreement No. 4 entered into between the Buyer and the Seller on November 24, 2014.

The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 4 have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement No. 4.

Both parties agree that this Letter Agreement No. 4 shall constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement No. 4 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 4 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 4 shall govern.

**1. FLEXIBILITY**

The Seller hereby grants to the Buyer the following flexibility rights (the “**Flexibility Rights**”):

**1.1 A330-900 Flexibility****1.1.1 [\*\*\*]**

LA 4 -1

CT1404840\_LA 4\_FLEXIBILITY\_EXECUTION PRIVILEGED AND CONFIDENTIAL

[\*\*\*] Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

1.1.1.1 The Seller grants the Buyer the right to [\*\*\*] (each an [\*\*\*]) certain firmly ordered A330-900 Aircraft [\*\*\*] subject to the following:

- (i) [\*\*\*]
- (ii) [\*\*\*]
- (iii) [\*\*\*]

1.1.1.2 [\*\*\*]

- [\*\*\*]
- (i) [\*\*\*]
- (ii) [\*\*\*]
- (iii) [\*\*\*]
- (iv) [\*\*\*]

1.1.1.3 [\*\*\*]

- [\*\*\*]
- (i) [\*\*\*]
- (ii) [\*\*\*]

1.1.2 [\*\*\*]

1.1.2.1 The Seller grants the Buyer the right [\*\*\*], subject to the following:

- (i) [\*\*\*]
- (ii) [\*\*\*]
- (iii) [\*\*\*]
- (iv) [\*\*\*]

1.1.2.2 [\*\*\*]

- [\*\*\*]
- (i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) The Seller's obligation to comply with an A330-900 [\*\*\*] shall be subject to the provisions of Paragraph 1.3.

1.1.2.3 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

## 1.2 A350-900 Flexibility

1.2.1 [\*\*\*]

1.2.1.1 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

1.2.1.2 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

1.2.1.3 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*]

## 1.2.2 [\*\*\*]

1.2.2.1 The Seller grants the Buyer the right [\*\*\*].

## 1.2.2.2 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

## 1.2.2.3 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

## 1.2.3 [\*\*\*]

### 1.2.3.1 [\*\*\*]

[\*\*\*]

### 1.2.3.2 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(a) [\*\*\*]

(b) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(a) [\*\*\*]

(b) [\*\*\*]

[\*\*\*]

(iv) [\*\*\*]

### 1.3 General provisions applicable to Flexibility Rights

1.3.1 [\*\*\*]

1.3.2 [\*\*\*]

1.3.3 [\*\*\*]

1.3.4 [\*\*\*]

**2.** [\*\*\*]

2.1 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

2.2 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

### **3. ASSIGNMENT**

This Letter Agreement No. 4 and the rights and obligations of the parties shall not be assigned or transferred in any manner without the prior written consent of the Seller and any attempted assignment or transfer in contravention of this provision shall be void and of no force or effect.

### **4. CONFIDENTIALITY**

This Letter Agreement No. 4 is subject to the terms and conditions of Clause 22.7 of the Agreement.

## 5. COUNTERPARTS

This Letter Agreement No. 4 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

LA 4 -6

CT1404840\_LA 4\_FLEXIBILITY\_EXECUTION PRIVILEGED AND CONFIDENTIAL

\*\*\* Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey  
Its: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May  
Its: Senior Vice President



As of May 10, 2017

Delta Air Lines, Inc.  
1050 Delta Boulevard  
Atlanta, Georgia 30320

**Re: [\*\*\*]**

Dear Ladies and Gentlemen,

Delta Air Lines, Inc. (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an Airbus A330-900 Aircraft and A350-900 Aircraft Purchase Agreement dated November 24, 2014 as amended, modified or supplemented from time to time, including on the date hereof (the “**Agreement**”) which covers, among other matters, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.

This amended and restated Letter Agreement No. 8 (hereinafter referred to as the “**Letter Agreement No.8**”), dated as of the date hereof, as defined in Amendment No.3 of the Agreement, cancels and replaces the Letter Agreement No. 8 entered into between the Buyer and the Seller on November 24, 2014.

The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 8 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 8 have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement No. 8.

Both parties agree that this Letter Agreement No. 8 shall constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement No. 8 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 8 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 8 shall govern.

## **1      WARRANTIES**

### **1.1      Warranties and Service Life Policy**

#### **1.1.1      Standard Warranty**

Subclause 12.1.3 of the Agreement is deleted in its entirety and replaced with the following:

[\*\*\*]

[\*\*\*]

### 1.1.2 Seller Service Life Policy

Subclauses 12.2.2 and 12.2.3 of the Agreement are deleted in their entirety and replaced with the following:

#### “12.2.2 Periods and Seller’s Undertaking

Subject to the general conditions and limitations set forth in Subclause 12.2.4 below, the Seller agrees that if a Failure occurs in an Item within [\*\*\*] the Buyer, the Seller shall, at its own discretion, as promptly as practicable and for a price that reflects the Seller’s financial participation in the cost as hereinafter provided, either:

- (i) design and furnish to the Buyer a correction for such Item subject to a Failure and provide any parts required for such correction (including Seller designed standard parts but excluding industry standard parts unless a part of an Item), or
- (ii) replace such Item.

#### 12.2.3 Seller’s Participation in the Cost

Any part or Item that the Seller is required to furnish to the Buyer under this Service Life Policy in connection with the correction or replacement of an Item shall be furnished to the Buyer at the Seller’s current sales price therefor, less the Seller’s financial participation, which shall be determined in accordance with the following formula:

[\*\*\*]

1.1.3 [\*\*\*]

[\*\*\*]

1.1.4 [\*\*\*]

[\*\*\*]

[\*\*\*]

1.1.5 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

## **2      TECHNICAL PUBLICATIONS**

2.1      Clause 14.6 of the Agreement is deleted in its entirety and replaced with the following: “14.6      Revision Service

[\*\*\*]

Thereafter revision service shall be provided in accordance with the terms and conditions set forth in the Seller’s then current Customer Services Catalog.”

**3      [\*\*\*]**

3.1      [\*\*\*]

3.1.1    [\*\*\*]

3.1.1.1 [\*\*\*]

[\*\*\*]

[\*\*\*]

3.1.1.2 [\*\*\*]

[\*\*\*]

(a) [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(b) [\*\*\*]

[\*\*\*]

[\*\*\*]

3.1.2 [\*\*\*]

[\*\*\*]

[\*\*\*]

(A) [\*\*\*]

(B) [\*\*\*]:

(i) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*]

3.1.3 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*]

[\*\*\*]

3.2 [\*\*\*]

3.2.1 [\*\*\*]

3.2.1.1 [\*\*\*]

[\*\*\*]

[\*\*\*]

3.2.1.2 [\*\*\*]

[\*\*\*]

(a) [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

(b) [\*\*\*]

[\*\*\*]

[\*\*\*]

3.2.2 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

3.2.3 [\*\*\*]

[\*\*\*]

(i) [\*\*\*]

[\*\*\*]

[\*\*\*]

4 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

## 5 ASSIGNMENT

This Letter Agreement No. 8 and the rights and obligations of the parties shall not be assigned or transferred in any manner without the prior written consent of the Seller and any attempted assignment or transfer in contravention of this provision shall be void and of no force or effect.

**6      CONFIDENTIALITY**

This Letter Agreement No. 8 is subject to the terms and conditions of Clause 22.7 of the Agreement.

**7      COUNTERPARTS**

This Letter Agreement No. 8 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

LA 8 -6

CT1404840\_LA 8\_\*\*\*\_EXECUTION

PRIVILEGED AND CONFIDENTIAL

\*\*\* Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

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If the foregoing correctly sets forth your understanding, please execute the original and one ( 1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey  
Its: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: Gregory A. May  
Its: Senior Vice President

CT1404840\_LA 8\_\*\*\*\_EXECUTION  
PRIVILEGED AND CONFIDENTIAL

\*\*\* Confidential portion omitted and filed separately with the Commission Pursuant to a Request for Confidential Treatment.

LA 8-7

**First Amendment to  
The Delta Air Lines, Inc. 2017 Long-Term Incentive Program**

Sections 4(d)(v)(C) and (D) of the Delta Air Lines, Inc. 2017 Long-Term Incentive Program shall be deleted in their entirety and replaced by the following:

“(C) *Retirement.* Subject to Section 4(d)(v)(F), upon a Participant’s Termination of Employment by reason of Retirement, subject to the Participant’s execution of a waiver and release of claims in a form and manner satisfactory to the Company, the Pro Rata Option Portion of any Option Installment that is not exercisable at the time of such Termination of Employment (1) will vest and become exercisable, if applicable, under Section 4(d)(iv) in the same manner and to the same extent as if the Participant’s employment had continued and (2) the entire then exercisable portion of the Option shall be exercisable during the period: (I) beginning on the applicable Option Installment Vesting Date and (II) ending on the Expiration Date. Pro Rata Option Portion has the meaning set forth in Section 4(d)(v)(A). Upon the Participant’s Termination of Employment by reason of Retirement, any portion of the Option that is not exercisable at the time of such termination, other than the Pro Rata Option Portion, shall be immediately forfeited. Notwithstanding the last sentence of Section 3 to the contrary, the exercisability provisions of this Section 4(d)(v)(C) shall supersede any conflicting term included in any Award Agreement.

(D) *Death or Disability* . Upon a Participant’s Termination of Employment due to death or Disability, any Option Installment that is not exercisable at the time of such Termination of Employment shall vest and become exercisable and the then exercisable portion of the Option shall be exercisable during the period: (1) beginning on the date of such Termination of Employment and (2) ending on (I) if due to Disability, the earlier of (i) the third anniversary of such Termination of Employment and (ii) the Expiration Date or (II) if due to death, the Expiration Date. Notwithstanding the last sentence of Section 3 to the contrary, the exercisability provisions of this Section 4(d)(v)(D) shall supersede any conflicting term included in any Award Agreement.”



**TERMS OF 2017 RESTRICTED STOCK AWARD <sup>1</sup>**

**Participants:** All members of Delta’s Board of Directors (the “ **Board** ”) who are not employees of Delta (“ **Non-Employee Directors** ”). These directors are:

Francis S. Blake	Jeanne P. Jackson
Daniel A. Carp	George N. Mattson
David G. DeWalt	Sergio A. L. Rial
William H. Easter III	Kathy N. Waller
Mickey P. Foret	

**Type of Award:** Restricted Stock, as defined and granted under the Delta Air Lines, Inc. Performance Compensation Plan (the “ **Performance Compensation Plan** ”).

**Grant Date:** June 30, 2017

**Number of Shares:** The number of shares of Restricted Stock granted to each Non-Employee Director equals the result of the following formula: \$160,000 divided by Y, where

Y = the closing price of Delta Common Stock, par value \$0.0001 per share, on the New York Stock Exchange on the Grant Date.

**Partial Shares:** Any partial shares resulting from the above formula will be ignored and the aggregate shares of Restricted Stock for each Non-Employee Director will be rounded up to the nearest whole ten shares.

**Vesting:** Each grant awarded to a Non-Employee Director under the terms of this Attachment A (a “ **2017 Grant** ”) will vest (the “ **Vesting Date** ”) on the earlier of (1) June 30, 2018 and (2) the date of Delta’s 2018 Annual Meeting of Stockholders, subject to such Non-Employee Director’s continued service as a member of the Board on the Vesting Date.

**Accelerated Vesting:** Notwithstanding the foregoing, accelerated vesting will occur prior to the Vesting Date as follows: individual 2017 Grants will immediately vest on the date such Non-Employee Director ceases to be a member

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<sup>1</sup> In accordance with these terms, each Non-Employee Director other than the Chairman of the Board received 3,260 shares of Restricted Stock on June 30, 2017. This is equal to \$175,000 divided by \$53.74 (the closing price of Delta Common Stock on the New York Stock Exchange “NYSE” on June 30, 2017), rounded up to the nearest whole ten shares. The Chairman of the Board received 5,680 shares of Restricted Stock on June 30, 2017. This is equal to \$305,000 divided by \$53.74 (the closing price of Delta Common Stock on the NYSE on June 30, 2107), rounded up to the nearest whole ten shares.

of the Board due to death, Disability or Retirement. For purposes of the 2017 Grant, (1) “**Disability**” means the Non-Employee Director’s inability to perform his or her duties as a member of the Board for a period of 180 or more days as a result of a demonstrable injury or disease and (2) “**Retirement**” means retiring from the Board (i) at or after age 52 with at least ten years of service as a director; (ii) at or after age 68 with at least five years of service as a director; or (iii) at the Non-Employee Director’s mandatory retirement date.

**Forfeiture:** Except as expressly set forth above, a Non-Employee Director will immediately forfeit any unvested Restricted Stock on the date such Non-Employee Director ceases to be a member of the Board for any reason, other than due to death, Disability or Retirement.

**Dividends:** In the event a cash dividend is paid with respect to shares of Delta Common Stock at a time during which the 2017 Grant is unvested, the Non-Employee Director will be eligible to receive the dividend when the 2017 Grant vests.

July 13, 2017

The Board of Directors and Stockholders of  
Delta Air Lines, Inc.

We are aware of the incorporation by reference in the Registration Statements (Form S-3 No.'s 333-206258, 333-209571, and 333-216463, and Form S-8 No.'s 333-142424, 333-149308, 333-154818, 333-151060, and 333-212525) of Delta Air Lines, Inc. for the registration of its securities of our report dated July 13, 2017 relating to the unaudited condensed consolidated interim financial statements of Delta Air Lines, Inc. that are included in its Form 10-Q for the quarter ended June 30, 2017 .

/s/ Ernst & Young LLP

I, Edward H. Bastian, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Delta Air Lines, Inc. ("Delta") for the quarterly period ended June 30, 2017 ;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Delta as of, and for, the periods presented in this report;
4. Delta's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Delta and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to Delta, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of Delta's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in Delta's internal control over financial reporting that occurred during Delta's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, Delta's internal control over financial reporting; and
5. Delta's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to Delta's auditors and the Audit Committee of Delta's Board of Directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Delta's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in Delta's internal control over financial reporting.

July 13, 2017

/s/ Edward H. Bastian

Edward H. Bastian

Chief Executive Officer

I, Paul A. Jacobson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Delta Air Lines, Inc. ("Delta") for the quarterly period ended June 30, 2017 ;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Delta as of, and for, the periods presented in this report;
4. Delta's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Delta and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to Delta, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of Delta's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in Delta's internal control over financial reporting that occurred during Delta's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, Delta's internal control over financial reporting; and
5. Delta's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to Delta's auditors and the Audit Committee of Delta's Board of Directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Delta's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in Delta's internal control over financial reporting.

July 13, 2017

/s/ Paul A. Jacobson

Paul A. Jacobson

Executive Vice President and Chief Financial Officer

July 13, 2017  
Securities and Exchange Commission  
450 Fifth Street, N.W.  
Washington, D.C. 20549

Ladies and Gentlemen:

The certifications set forth below are hereby submitted to the Securities and Exchange Commission pursuant to, and solely for the purpose of complying with, Section 1350 of Chapter 63 of Title 18 of the United States Code in connection with the filing on the date hereof with the Securities and Exchange Commission of the quarterly report on Form 10-Q of Delta Air Lines, Inc. ("Delta") for the quarterly period ended June 30, 2017 (the "Report").

Each of the undersigned, the Chief Executive Officer and the Executive Vice President and Chief Financial Officer, respectively, of Delta, hereby certifies that, as of the end of the period covered by the Report:

1. such Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Delta.

/s/ Edward H. Bastian

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Edward H. Bastian

Chief Executive Officer

/s/ Paul A. Jacobson

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Paul A. Jacobson

Executive Vice President and Chief Financial Officer