

**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, 2016

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" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

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, 2016 :

Common Stock, \$ 0.0001 par value - 748,907,678 shares outstanding

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

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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, 2015 (“Form 10-K”) and in “Part II, Item 1A. Risk Factors” of this Form 10-Q, 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, 2016 , and the related condensed consolidated statements of operations and comprehensive income for the three-month and six-month periods ended June 30, 2016 and 2015 and condensed consolidated statements of cash flows for the six-month periods ended June 30, 2016 and 2015 . 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, 2015 and the related consolidated statements of operations, comprehensive income, 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 5, 2016.

Atlanta, Georgia
July 14, 2016

/s/ Ernst & Young LLP

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

(in millions, except share data)	June 30, 2016	December 31, 2015
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 1,662	\$ 1,972
Short-term investments	1,289	1,465
Accounts receivable, net of an allowance for uncollectible accounts of \$11 and \$9 at June 30, 2016 and December 31, 2015, respectively	2,102	2,020
Fuel inventory	455	379
Expendable parts and supplies inventories, net of an allowance for obsolescence of \$103 and \$114 at June 30, 2016 and December 31, 2015, respectively	340	318
Hedge derivatives asset	773	1,987
Prepaid expenses and other	1,017	915
Total current assets	7,638	9,056
Property and Equipment, Net:		
Property and equipment, net of accumulated depreciation and amortization of \$11,711 and \$10,871 at June 30, 2016 and December 31, 2015, respectively	23,975	23,039
Other Assets:		
Goodwill	9,794	9,794
Identifiable intangibles, net of accumulated amortization of \$820 and \$811 at June 30, 2016 and December 31, 2015, respectively	4,852	4,861
Deferred income taxes, net	3,797	4,956
Other noncurrent assets	1,578	1,428
Total other assets	20,021	21,039
Total assets	\$ 51,634	\$ 53,134
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current maturities of long-term debt and capital leases	\$ 1,115	\$ 1,563
Air traffic liability	5,955	4,503
Accounts payable	2,956	2,743
Accrued salaries and related benefits	2,237	3,195
Hedge derivatives liability	895	2,581
Frequent flyer deferred revenue	1,589	1,635
Other accrued liabilities	1,503	1,306
Total current liabilities	16,250	17,526
Noncurrent Liabilities:		
Long-term debt and capital leases	6,689	6,766
Pension, postretirement and related benefits	12,576	13,855
Frequent flyer deferred revenue	2,294	2,246
Other noncurrent liabilities	2,015	1,891
Total noncurrent liabilities	23,574	24,758
Commitments and Contingencies		
Stockholders' Equity:		
Common stock at \$0.0001 par value; 1,500,000,000 shares authorized, 762,988,573 and 799,850,675 shares issued at June 30, 2016 and December 31, 2015, respectively	—	—
Additional paid-in capital	9,361	10,875
Retained earnings	10,000	7,623
Accumulated other comprehensive loss	(7,279)	(7,275)
Treasury stock, at cost, 14,080,895 and 21,066,684 shares at June 30, 2016 and December 31, 2015, respectively	(272)	(373)
Total stockholders' equity	11,810	10,850
Total liabilities and stockholders' equity	\$ 51,634	\$ 53,134

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,	
	2016	2015	2016	2015
Operating Revenue:				
Passenger:				
Mainline	\$ 7,471	\$ 7,587	\$ 13,915	\$ 14,136
Regional carriers	1,499	1,552	2,817	2,926
Total passenger revenue	8,970	9,139	16,732	17,062
Cargo	165	207	327	424
Other	1,312	1,361	2,639	2,609
Total operating revenue	10,447	10,707	19,698	20,095
Operating Expense:				
Salaries and related costs	2,391	2,195	4,702	4,287
Aircraft fuel and related taxes	1,228	1,457	2,455	3,292
Regional carriers expense	1,096	1,097	2,102	2,150
Contracted services	484	457	960	898
Depreciation and amortization	470	448	956	918
Aircraft maintenance materials and outside repairs	446	499	895	951
Passenger commissions and other selling expenses	437	421	825	807
Landing fees and other rents	376	388	724	761
Profit sharing	324	411	596	547
Passenger service	221	227	410	417
Aircraft rent	66	60	132	120
Other	485	573	978	1,075
Total operating expense	8,024	8,233	15,735	16,223
Operating Income	2,423	2,474	3,963	3,872
Non-Operating Expense:				
Interest expense, net	(93)	(127)	(200)	(258)
Miscellaneous, net	20	19	21	(62)
Total non-operating expense, net	(73)	(108)	(179)	(320)
Income Before Income Taxes	2,350	2,366	3,784	3,552
Income Tax Provision	(804)	(881)	(1,292)	(1,321)
Net Income	\$ 1,546	\$ 1,485	\$ 2,492	\$ 2,231
Basic Earnings Per Share	\$ 2.04	\$ 1.85	\$ 3.25	\$ 2.75
Diluted Earnings Per Share	\$ 2.03	\$ 1.83	\$ 3.23	\$ 2.72
Cash Dividends Declared Per Share	\$ 0.135	\$ 0.09	\$ 0.27	\$ 0.18
Comprehensive Income	\$ 1,546	\$ 1,491	\$ 2,488	\$ 2,254

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,	
	2016	2015
Net Cash Provided by Operating Activities	\$ 4,226	\$ 4,381
Cash Flows from Investing Activities:		
Property and equipment additions:		
Flight equipment, including advance payments	(1,644)	(1,177)
Ground property and equipment, including technology	(273)	(328)
Purchase of short-term investments	(866)	(613)
Redemption of short-term investments	1,051	334
Other, net	19	17
Net cash used in investing activities	(1,713)	(1,767)
Cash Flows from Financing Activities:		
Payments on long-term debt and capital lease obligations	(1,149)	(634)
Repurchase of common stock	(1,801)	(1,350)
Cash dividends	(210)	(147)
Fuel card obligation	4	(320)
Payments on hedge derivative contracts	(205)	—
Proceeds from hedge derivative contracts	46	—
Proceeds from short-term obligations	68	—
Proceeds from long-term obligations	450	41
Other, net	(26)	1
Net cash used in financing activities	(2,823)	(2,409)
Net (Decrease) Increase in Cash and Cash Equivalents	(310)	205
Cash and cash equivalents at beginning of period	1,972	2,088
Cash and cash equivalents at end of period	<u>\$ 1,662</u>	<u>\$ 2,293</u>
Non-Cash Transactions:		
Treasury stock contributed to our qualified defined benefit pension plans	\$ 350	\$ —
Flight equipment acquired under capital leases	50	65

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, 2015.

Management believes the accompanying unaudited Condensed Consolidated Financial Statements reflect all adjustments, including normal recurring items and restructuring and other 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, 2016 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

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)." 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. The standard is effective for interim and annual reporting periods beginning after December 15, 2017. Early adoption of the standard is permitted, but not before December 15, 2016. We are currently evaluating how the adoption of the revenue recognition standard will impact our Consolidated Financial Statements.

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.

Although we have not completed our assessment, we believe adoption of this standard will have a significant impact on our Consolidated Balance Sheets. However, we do not expect the adoption to change 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.

Equity Method Investments

In March 2016, the FASB issued ASU No. 2016-07, "Investments—Equity Method and Joint Ventures (Topic 323)." This standard eliminates the requirement that when an existing cost method investment qualifies for use of the equity method, an investor must restate its historical financial statements, as if the equity method had been used during all previous periods. Under the new guidance, at the point an investment qualifies for the equity method, any unrealized gain or loss in accumulated other comprehensive income/(loss) ("AOCI") will be recognized through earnings. The standard is effective for interim and annual reporting periods beginning after December 15, 2016, although early adoption is permitted.

We early adopted this standard during the three months ended March 31, 2016. Although none of our available-for-sale or cost investments qualified for use of the equity method during the first half of 2016, we expect the tender offer for additional capital stock of Grupo Aeroméxico to be completed during 2016, at which point our investment will qualify for the equity method of accounting. As of June 30, 2016, the unrealized gain recorded in AOCI related to our investment in Grupo Aeroméxico was \$11 million.

Share-Based Compensation

In March 2016, the FASB issued ASU No. 2016-09, "Compensation—Stock Compensation (Topic 718)." This standard makes several modifications to Topic 718 related to the accounting for forfeitures, employer tax withholding on share-based compensation and the financial statement presentation of excess tax benefits or deficiencies. ASU 2016-09 also clarifies the statement of cash flows presentation for certain components of share-based awards. The standard is effective for interim and annual reporting periods beginning after December 15, 2016, although early adoption is permitted.

We early adopted this standard in the three months ended June 30, 2016. The adoption of this standard results in the recognition of \$95 million of previously unrecognized excess tax benefits in deferred income taxes, net and an increase to retained earnings on our Consolidated Balance Sheet as of the beginning of the current year and the recognition of \$24 million of excess tax benefits to our income tax provision for the three and six months ended June 30, 2016.

NOTE 2. FAIR VALUE MEASUREMENTS

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

(in millions)	June 30, 2016	Level 1	Level 2
Cash equivalents	\$ 1,058	\$ 1,058	\$ —
Short-term investments			
U.S. government and agency securities	191	167	24
Asset- and mortgage-backed securities	252	—	252
Corporate obligations	785	—	785
Other fixed income securities	61	—	61
Restricted cash equivalents and investments	62	62	—
Long-term investments	154	128	26
Hedge derivatives, net			
Fuel hedge contracts	(239)	11	(250)
Interest rate contract	11	—	11
Foreign currency exchange contracts	(79)	—	(79)
(in millions)	December 31, 2015	Level 1	Level 2
Cash equivalents	\$ 1,543	\$ 1,543	\$ —
Short-term investments			
U.S. government and agency securities	151	74	77
Asset- and mortgage-backed securities	380	—	380
Corporate obligations	896	—	896
Other fixed income securities	38	—	38
Restricted cash equivalents and investments	49	49	—
Long-term investments	155	130	25
Hedge derivatives, net			
Fuel hedge contracts	(672)	65	(737)
Interest rate contract	(3)	—	(3)
Foreign currency exchange contracts	94	—	94

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 relate to certain 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 are measured at fair value primarily consist of equity investments in Grupo Aeroméxico, the parent company of Aeroméxico, and GOL Linhas Aéreas Inteligentes, the parent company of VRG Linhas Aéreas (operating as GOL). Shares of the parent companies of Aeroméxico and GOL are traded on public exchanges and have been 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 21% to 49% 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, 2016 , 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.

(in millions)	Available-For-Sale	
Due in one year or less	\$	231
Due after one year through three years		854
Due after three years through five years		164
Due after five years		40
Total	\$	1,289

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* . We own 4.1% of the outstanding shares of Grupo Aeroméxico and we have a derivative contract that may be settled for the underlying shares representing an additional 8.1% of Grupo Aeroméxico outstanding shares. During 2015, we announced our intention to acquire additional shares of the capital stock of Grupo Aeroméxico through a cash tender offer, subject to regulatory approvals. If approved, the tender offer is expected to occur during the second half of 2016. As a result of this tender offer, when combined with our current holdings, we would own up to 49% of the outstanding capital stock of Grupo Aeroméxico. Based on current exchange rates, the total amount to be paid for the additional shares and the shares underlying the derivative would be approximately \$700 million.
- *GOL*. During 2015, we acquired preferred shares of GOL's parent company , increasing our ownership to 9.5% of GOL's outstanding capital stock. Additionally, GOL entered into 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, 2016 .

Challenges in the Brazilian economy and GOL's recent financial performance have caused the fair value of our equity investment in GOL's parent company to decline to \$34 million with a \$72 million loss recorded in AOCI at June 30, 2016 . As GOL's shares have traded below our cost basis for longer than a year, we evaluated whether the investment was other-than-temporarily impaired. We determined the investment was not impaired as GOL's management is executing measures to maximize operational and network efficiency and control costs, which we anticipate will improve GOL's financial performance and the fair value of our investment. In addition, we currently have the intent and ability to maintain our investment in GOL to allow for the recovery of its market value as GOL is a strategic investment for Delta and operates as an extension of our global network.

- *China Eastern*. During 2015, we acquired shares of China Eastern , which provided us with a 3.5% stake in the airline . In conjunction with this transaction, we and China Eastern entered into a new commercial agreement to expand our relationship and better connect the networks of the two airlines. As the investment agreement restricts our sale or transfer of these shares for a period of three years, we will account for the investment at cost during this period. 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.

We have, however, evaluated whether the recent decline in the value of China Eastern's shares would impair our investment. We considered the recent conditions and outlook for both China Eastern and the broader Chinese economy, as well as the nature of our investment in China Eastern. We determined that the investment was not impaired as the share price decline primarily results from declines in the broader Chinese equity markets and is not specific to China Eastern's financial performance. In addition, we have the intent and ability to maintain our investment in China Eastern to allow for the recovery of its market value as China Eastern is a strategic investment for Delta and operates as an extension of our global network.

NOTE 4 . DERIVATIVES

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 historically 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 require 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, would provide 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, 2016, we recorded fuel hedge losses of \$41 million and \$315 million, respectively. During the three and six months ended June 30, 2015, we recorded a fuel hedge gain of \$98 million and a fuel hedge loss of \$313 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. During the six months ended June 30, 2016, we reported \$46 million in cash receipts and \$205 million in cash payments associated with these transactions.

Hedge Position as of June 30, 2016

(in millions)	Volume	Final Maturity Date	Hedge Derivatives Asset	Other Noncurrent Assets	Hedge Derivatives Liability	Other Noncurrent Liabilities	Hedge Derivatives, net
Designated as hedges							
Interest rate contract (fair value hedge)	367 U.S. dollars	August 2022	\$ 4	\$ 7	\$ —	\$ —	\$ 11
Foreign currency exchange contracts	63,516 Japanese yen 472 Canadian dollars	February 2019	7	3	(47)	(42)	(79)
Not designated as hedges							
Fuel hedge contracts ⁽¹⁾	239 gallons - crude oil, diesel and jet fuel	December 2017	762	30	(848)	(183)	(239)
Total derivative contracts			\$ 773	\$ 40	\$ (895)	\$ (225)	\$ (307)

⁽¹⁾ As discussed above, we have early settled \$455 million of our airline segment's 2016 hedge positions and entered into hedges designed to offset and effectively terminate 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 hedge portfolio.

Hedge Position as of December 31, 2015

(in millions)	Volume	Final Maturity Date	Hedge Derivatives Asset	Other Noncurrent Assets	Hedge Derivatives Liability	Other Noncurrent Liabilities	Hedge Derivatives, net
Designated as hedges							
Interest rate contract (fair value hedge)	384 U.S. dollars	August 2022	\$ 4	\$ —	\$ —	\$ (7)	\$ (3)
Foreign currency exchange contracts	46,920 Japanese yen 395 Canadian dollars	July 2018	76	20	(1)	(1)	94
Not designated as hedges							
Fuel hedge contracts	887 gallons - crude oil, diesel and jet fuel	November 2017	1,907	4	(2,580)	(3)	(672)
Total derivative contracts			\$ 1,987	\$ 24	\$ (2,581)	\$ (11)	\$ (581)

Offsetting Assets and Liabilities

We have master netting arrangements with our counterparties giving us the right of setoff. 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 had we elected to offset.

(in millions)	Hedge Derivatives Asset	Other Noncurrent Assets	Hedge Derivatives Liability	Other Noncurrent Liabilities	Hedge Derivatives, net
June 30, 2016					
Net derivative contracts	\$ 42	\$ 8	\$ (164)	\$ (193)	\$ (307)
December 31, 2015					
Net derivative contracts	\$ 143	\$ 21	\$ (737)	\$ (8)	\$ (581)

Designated Hedge Gains (Losses)

Gains (losses) related to our designated hedge contracts are as follows:

(in millions)	Effective Portion Reclassified from AOCI to Earnings		Effective Portion Recognized in Other Comprehensive Income	
	2016	2015	2016	2015
Three Months Ended June 30,				
Foreign currency exchange contracts	\$ 12	\$ 41	\$ (63)	\$ (36)
Six Months Ended June 30,				
Foreign currency exchange contracts	\$ 36	\$ 92	\$ (145)	\$ (52)

As of June 30, 2016, we have recorded \$13 million of losses on cash flow hedge contracts in AOCI, which are scheduled to settle and be reclassified into earnings within the next 12 months.

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.

Our hedge contracts contain margin funding requirements. The margin funding requirements may cause us to post margin to counterparties or may cause counterparties to post margin to us as market prices in the underlying hedged items change. Due to the fair value position of our hedge contracts, we posted margin of \$27 million and \$119 million as of June 30, 2016 and December 31, 2015, respectively.

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 primarily classified as Level 2 within the fair value hierarchy.

(in millions)	June 30, 2016	December 31, 2015
Total debt at par value	\$ 7,609	\$ 8,098
Unamortized discount and debt issue cost, net	(117)	(152)
Net carrying amount	\$ 7,492	\$ 7,946
Fair value	\$ 7,900	\$ 8,400

Aircraft Financings

During the March 2016 quarter, we entered into financing arrangements to borrow \$450 million , which are secured by 26 aircraft. These loans bear interest at a variable rate equal to LIBOR plus a specified margin and mature between 2019 and 2021.

Covenants

We were in compliance with the covenants in our financing agreements at June 30, 2016 .

NOTE 6 . EMPLOYEE BENEFIT PLANS

The following table shows the components of net periodic cost:

(in millions)	Pension Benefits		Other Postretirement and Postemployment Benefits	
	2016	2015	2016	2015
Three Months Ended June 30,				
Service cost	\$ —	\$ —	\$ 17	\$ 16
Interest cost	229	221	37	35
Expected return on plan assets	(226)	(220)	(18)	(20)
Amortization of prior service credit	—	—	(7)	(7)
Recognized net actuarial loss	59	58	6	6
Net periodic cost	\$ 62	\$ 59	\$ 35	\$ 30
Six Months Ended June 30,				
Service cost	\$ —	\$ —	\$ 34	\$ 32
Interest cost	458	442	74	70
Expected return on plan assets	(452)	(440)	(36)	(40)
Amortization of prior service credit	—	—	(14)	(14)
Recognized net actuarial loss	118	116	12	12
Net periodic cost	\$ 124	\$ 118	\$ 70	\$ 60

NOTE 7 . COMMITMENTS AND CONTINGENCIES

Aircraft Purchase and Lease Commitments

Our future aircraft purchase commitments totaled approximately \$16.0 billion at June 30, 2016 :

(in millions)	Total
Six months ending December 31, 2016	\$ 1,050
2017	2,720
2018	3,270
2019	3,140
2020	2,320
Thereafter	3,480
Total	\$ 15,980

Our future aircraft purchase commitments included the following aircraft at June 30, 2016 :

Aircraft Type	Purchase Commitments
B-737-900ER	60
B-787-8	18
A321-200	77
A330-300	2
A330-900neo	25
A350-900	25
CS100	75
E190-100	16
Total	298

We 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 purchase commitment for the 18 B-787-8 aircraft provides for certain aircraft substitution rights, including for our current orders of B-737-900ER aircraft.

During the June 2016 quarter, we reached an agreement with Bombardier to acquire 75 CS100 aircraft with deliveries beginning in 2018 and continuing through 2022. Delta has flexibility under the purchase agreement with respect to deferral, acceleration, conversion and a limited number of cancellation rights. The agreement also includes options to purchase 50 additional aircraft. Following the CS100 purchase agreement, we have separately entered into an agreement to sell for our acquisition cost the E190-100 fleet following their delivery to us.

We also entered into firm commitments with Airbus for the delivery of 37 additional A321-200 aircraft. Deliveries will begin in November 2017 and continue through 2019.

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, management believes that the resolution of these matters will not have a material effect on our Condensed Consolidated Financial Statements.

Shuttle America

Shuttle America and its parent, Republic Airways Holdings (collectively, Republic Airways), filed for bankruptcy in February 2016. In connection with agreements to settle litigation currently pending between Republic Airways and Delta, wind-down 50 -seat aircraft operations, return to full capacity of contracted operations for Embraer 170/175 aircraft and lease certain takeoff and landing slots at New York-LaGuardia, we have entered into a debtor-in-possession credit agreement to provide up to \$75 million in liquidity to Republic Airways. We do not believe that Republic Airways' bankruptcy filing will have a material effect on our operations or 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 laws 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, 2016, we had approximately 85,000 full-time equivalent employees. Approximately 18% 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 ⁽²⁾	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) ⁽¹⁾	72	(23)	—	49
Balance at June 30, 2016 (net of tax effect of \$1,235)	\$ (7,282)	\$ 48	\$ (45)	\$ (7,279)

(in millions)	Pension and Other Benefits Liabilities ⁽²⁾	Derivative Contracts	Investments	Total
Balance at January 1, 2015 (net of tax effect of \$1,279)	\$ (7,517)	\$ 222	\$ (16)	\$ (7,311)
Changes in value (net of tax effect of \$15)	—	25	(19)	6
Reclassifications into earnings (net of tax effect of \$10) ⁽¹⁾	75	(58)	—	17
Balance at June 30, 2015 (net of tax effect of \$1,254)	\$ (7,442)	\$ 189	\$ (35)	\$ (7,288)

⁽¹⁾ Amounts reclassified from AOCI for pension and other benefits liabilities are recorded in salaries and related costs in the Condensed Consolidated Statements of Operations and Comprehensive Income. Amounts reclassified from AOCI for derivative contracts designated as foreign currency cash flow hedges are recorded in passenger revenue in the Condensed Consolidated Statements of Operations and Comprehensive Income.

⁽²⁾ 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.

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, 2016 was \$745 million and \$1.3 billion, respectively, compared to \$858 million and \$1.6 billion during the three and six months ended June 30, 2015, respectively.

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	
Three Months Ended June 30, 2016								
Operating revenue:	\$	10,398	\$	1,027		\$		10,447
Sales to airline segment					\$	(178)	(1)	
Exchanged products						(745)	(2)	
Sales of refined products to third parties						(55)	(3)	
Operating income		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
Three Months Ended June 30, 2015								
Operating revenue:	\$	10,592	\$	1,357		\$		10,707
Sales to airline segment					\$	(292)	(1)	
Exchanged products						(858)	(2)	
Sales of refined products to third parties						(92)	(3)	
Operating income (4)		2,384		90		—		2,474
Interest expense, net		127		—		—		127
Depreciation and amortization		440		8		—		448
Total assets, end of period		51,508		1,173		—		52,681
Capital expenditures		906		13		—		919

⁽¹⁾ 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.

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

⁽³⁾ Represents sales of refined products to third parties. These sales were at or near cost; accordingly, the margin on these sales is de minimis.

⁽⁴⁾ 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, 2016				
Operating revenue:	\$ 19,570	\$ 1,792		\$ 19,698
Sales to airline segment			\$ (322) ⁽¹⁾	
Exchanged products			(1,271) ⁽²⁾	
Sales of refined products to third parties			(71) ⁽³⁾	
Operating income ⁽⁴⁾	4,001	(38)	—	3,963
Interest expense, net	199	1	—	200
Depreciation and amortization	938	18	—	956
Capital expenditures	1,884	33	—	1,917

Six Months Ended June 30, 2015				
Operating revenue:	\$ 19,906	\$ 2,497		\$ 20,095
Sales to airline segment			\$ (525) ⁽¹⁾	
Exchanged products			(1,640) ⁽²⁾	
Sales of refined products to third parties			(143) ⁽³⁾	
Operating income ⁽⁴⁾	3,696	176	—	3,872
Interest expense, net	258	—	—	258
Depreciation and amortization	903	15	—	918
Capital expenditures	1,485	20	—	1,505

⁽¹⁾ 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.

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

⁽³⁾ Represents sales of refined products to third parties. These sales were at or near cost; accordingly, the margin on these sales is de minimis.

⁽⁴⁾ 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 restructuring charges:

(in millions)	Severance and Related Costs	Lease Restructuring
Liability as of January 1, 2016	\$ 52	\$ 415
Additional costs and expenses	8	—
Payments	(46)	(44)
Liability as of June 30, 2016	\$ 14	\$ 371

Lease restructuring charges include remaining lease payments for permanently grounded aircraft related to domestic and Pacific fleet restructurings. We have retired 50 -seat regional aircraft and older B-757-200 aircraft as a part of our domestic fleet restructuring over the past several years. Our domestic fleet restructuring is replacing these aircraft with more efficient and customer preferred CRJ-900, B-717-200 and B-737-900ER aircraft. We are restructuring our Pacific fleet by removing less efficient B-747-400 aircraft 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,	
	2016	2015	2016	2015
Net income	\$ 1,546	\$ 1,485	\$ 2,492	\$ 2,231
Basic weighted average shares outstanding	758	803	766	811
Dilutive effect of share-based awards	5	8	6	8
Diluted weighted average shares outstanding	763	811	772	819
Basic earnings per share	\$ 2.04	\$ 1.85	\$ 3.25	\$ 2.75
Diluted earnings per share	\$ 2.03	\$ 1.83	\$ 3.23	\$ 2.72

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

June 2016 Quarter Financial Highlights

Our pre-tax income for the June 2016 quarter was \$2.4 billion, representing a \$16 million decrease compared to the corresponding prior year period as lower passenger revenue and higher salaries and related costs offset the benefit provided by lower fuel prices. Pre-tax income, adjusted (a non-GAAP financial measure) increased \$42 million, to \$1.7 billion. The \$668 million difference between pre-tax income and pre-tax income, adjusted in the June 2016 quarter is primarily composed of fuel hedge mark-to-market ("MTM") adjustments and settlements, which totaled \$617 million. Fuel hedge MTM adjustment and settlements in the June 2015 quarter totaled \$720 million.

Revenue. Our operating revenue decreased \$260 million, or 2.4%, and passenger revenue per available seat mile ("PRASM") decreased 4.9% on 3.2% higher capacity compared to the June 2015 quarter, resulting primarily from weakness in the domestic close-in yield environment, the impact of U.S. dollar strength on international markets and imbalances between supply and demand principally in the Atlantic region and China.

Operating Expense. Total operating expense decreased \$209 million and our consolidated operating cost per available seat mile ("CASM") decreased 5.6% to 12.16 cents compared to the June 2015 quarter, primarily due to lower fuel prices, which were partially offset by higher salaries and related costs. During the June 2016 quarter, Brent crude oil averaged \$46 per barrel, which is significantly lower than the average of \$62 per barrel during the June 2015 quarter. Salaries and related costs were higher as a result of pay rate increases implemented during the December 2015 quarter.

Despite pay rate increases, non-fuel unit costs ("CASM-Ex, including profit sharing," a non-GAAP financial measure) remained effectively flat at 9.54 cents compared to the June 2015 quarter despite higher salaries and related costs due to the impact of cost savings resulting from our domestic upgauging and other initiatives.

The non-GAAP financial measures for pre-tax income, adjusted and CASM-Ex, including profit sharing are defined and reconciled in "Supplemental Information" below.

Results of Operations - Three Months Ended June 30, 2016 and 2015

Operating Revenue

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2016	2015		
Passenger:				
Mainline	\$ 7,471	\$ 7,587	\$ (116)	(1.5)%
Regional carriers	1,499	1,552	(53)	(3.4)%
Total passenger revenue	8,970	9,139	(169)	(1.8)%
Cargo	165	207	(42)	(20.3)%
Other	1,312	1,361	(49)	(3.6)%
Total operating revenue	\$ 10,447	\$ 10,707	\$ (260)	(2.4)%

Passenger Revenue

(in millions)	Three Months Ended June 30, 2016	Increase (Decrease) vs. Three Months Ended June 30, 2015					
		Passenger Revenue	RPMs ⁽¹⁾ (Traffic)	ASMs ⁽²⁾ (Capacity)	Passenger Mile Yield	PRASM	Load Factor
Mainline	\$ 4,721	0.2 %	4.8 %	5.6 %	(4.4)%	(5.2)%	(0.7) pts
Regional carriers	1,499	(3.4)%	2.1 %	3.2 %	(5.4)%	(6.4)%	(0.8) pts
Domestic	6,220	(0.7)%	4.3 %	5.2 %	(4.8)%	(5.6)%	(0.8) pts
Atlantic	1,511	(2.6)%	1.1 %	2.0 %	(3.6)%	(4.4)%	(0.7) pts
Pacific	662	(8.3)%	(1.4)%	(3.4)%	(7.0)%	(5.1)%	1.8 pts
Latin America	577	(4.0)%	4.1 %	0.9 %	(7.8)%	(4.9)%	2.6 pts
Total	\$ 8,970	(1.8)%	3.0 %	3.2 %	(4.7)%	(4.9)%	(0.1) pts

⁽¹⁾ Revenue passenger miles ("RPMs")

⁽²⁾ Available seat miles ("ASMs")

Passenger revenue decreased \$169 million, or 1.8%, compared to the June 2015 quarter. PRASM decreased 4.9% and passenger mile yield decreased 4.7% on 3.2% higher capacity. Load factor was 0.1 point lower than the prior year quarter at 85.5%.

Unit revenues of the mainline domestic region and regional carriers decreased 5.2% and 6.4%, respectively, resulting from weakness in the close-in yield environment despite strong volume.

Revenues related to our international regions decreased 4.3% year-over-year primarily due to yield declines resulting from imbalances between supply and demand principally in the Atlantic region and China, the impact of foreign currency fluctuations, reductions in international fuel surcharges and economic challenges in certain regions.

In the Atlantic, the unit revenue decline predominantly resulted from lower yields driven by industry capacity growth outpacing passenger demand. To address this imbalance between supply and demand, we will reduce capacity between the U.S. and the United Kingdom ("U.K.") during the second half of 2016.

Unit revenue declines in the Pacific compared to the June 2015 quarter primarily resulted from lower yen hedge gains, lower international fuel surcharges and yield declines resulting from industry capacity growth between the U.S. and China. We continued to optimize the Pacific region in order to improve margins by reducing our capacity 3.4% during the June 2016 quarter. Capacity reductions in underperforming markets in the Pacific region will continue throughout 2016.

Unit revenues declined in Latin America principally as a result of the strength of the U.S. dollar and economic challenges in Brazil. We continued to address unit revenue declines by investing in higher performing Mexican and Caribbean markets, while reducing capacity in Brazil.

Cargo Revenue. Cargo revenue decreased \$42 million , or 20.3% , primarily due to weaker international demand compared to the June 2015 quarter.

Operating Expense

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2016	2015		
Salaries and related costs	\$ 2,391	\$ 2,195	\$ 196	8.9 %
Aircraft fuel and related taxes	1,228	1,457	(229)	(15.7)%
Regional carriers expense	1,096	1,097	(1)	(0.1)%
Contracted services	484	457	27	5.9 %
Depreciation and amortization	470	448	22	4.9 %
Aircraft maintenance materials and outside repairs	446	499	(53)	(10.6)%
Passenger commissions and other selling expenses	437	421	16	3.8 %
Landing fees and other rents	376	388	(12)	(3.1)%
Profit sharing	324	411	(87)	(21.2)%
Passenger service	221	227	(6)	(2.6)%
Aircraft rent	66	60	6	10.0 %
Other	485	573	(88)	(15.4)%
Total operating expense	\$ 8,024	\$ 8,233	\$ (209)	(2.5)%

Salaries and Related Costs. The increase in salaries and related costs is primarily due to pay rate increases implemented in 2015. In the December 2015 quarter, base pay rates increased 14.5% for eligible merit, ground and flight attendant employees in conjunction with changes in the profit sharing program.

Aircraft Fuel and Related Taxes. Including our regional carriers, fuel expense decreased \$305 million compared to the prior year quarter due to a 28% decrease in the market price per gallon of fuel, partially offset by lower fuel hedge gains, a 1.7% increase in consumption and a loss from our refinery segment in the current period compared to a profit in the prior year period. The table below presents fuel expense including our regional carriers:

(in millions)	Three Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2016	2015		
Aircraft fuel and related taxes ⁽¹⁾	\$ 1,228	\$ 1,457	\$ (229)	
Aircraft fuel and related taxes included within regional carriers expense	219	295	(76)	
Total fuel expense	\$ 1,447	\$ 1,752	\$ (305)	(17.4)%

⁽¹⁾ 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		
	2016			2015		
	2016	2015	Change	2016	2015	Change
Fuel purchase cost ⁽¹⁾	\$ 1,440	\$ 1,968	\$ (528)	\$ 1.37	\$ 1.91	\$ (0.54)
Airline segment fuel hedge gains ⁽²⁾	(3)	(126)	123	—	(0.12)	0.12
Refinery segment impact ⁽²⁾	10	(90)	100	0.01	(0.09)	0.10
Total fuel expense	\$ 1,447	\$ 1,752	\$ (305)	\$ 1.38	\$ 1.70	\$ (0.32)
MTM adjustments and settlements ⁽³⁾	617	720	(103)	0.59	0.70	(0.11)
Total fuel expense, adjusted	\$ 2,064	\$ 2,472	\$ (408)	\$ 1.97	\$ 2.40	\$ (0.43)

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

⁽²⁾ For additional information regarding the refinery segment impact, see "Refinery Segment" below.

⁽³⁾ 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 reduction in regional carrier expense is primarily due to lower fuel cost from a decrease in the market price of fuel, partially offset by scheduled contract carrier rate escalations and aircraft maintenance.

Contracted Services. The increase in contracted services expense predominantly related to costs associated with the 3.2% increase in capacity.

Depreciation and Amortization. The increase in depreciation and amortization expense primarily relates to capital additions to our fleet.

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 maintenance, repair and overhaul ("MRO") services business. The decrease in aircraft maintenance materials and outside repairs expense primarily relates to the timing of maintenance events on our fleet and lower volume of sales from our MRO business.

Profit Sharing. The decrease in profit sharing is primarily due to an adjustment to the formula as described below. 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. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. In 2015, our profit sharing program paid 10% to employees for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion. Beginning with 2016 pre-tax profit (for the profit sharing payment in 2017), the profit sharing formula has been adjusted to pay 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 remains unchanged from the prior year.

Other. The decrease in other expense primarily relates to lower costs associated with sales of non-jet fuel products to third parties by our oil refinery.

Results of Operations - Six Months Ended June 30, 2016 and 2015

Operating Revenue

(in millions)	Six Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2016	2015		
Passenger:				
Mainline	\$ 13,915	\$ 14,136	\$ (221)	(1.6)%
Regional carriers	2,817	2,926	(109)	(3.7)%
Total passenger revenue	16,732	17,062	(330)	(1.9)%
Cargo	327	424	(97)	(22.9)%
Other	2,639	2,609	30	1.1 %
Total operating revenue	\$ 19,698	\$ 20,095	\$ (397)	(2.0)%

Passenger Revenue

(in millions)	Six Months Ended June 30, 2016	Increase (Decrease) vs. Six Months Ended June 30, 2015					Load Factor
		Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	
Mainline	\$ 8,932	1.6 %	5.9 %	6.7 %	(4.1)%	(4.8)%	(0.7) pts
Regional carriers	2,817	(3.7)%	1.3 %	1.7 %	(5.0)%	(5.3)%	(0.3) pts
Domestic	11,749	0.3 %	5.1 %	5.8 %	(4.6)%	(5.3)%	(0.6) pts
Atlantic	2,430	(5.4)%	(0.6)%	(0.3)%	(4.8)%	(5.1)%	(0.3) pts
Pacific	1,299	(11.1)%	(3.2)%	(6.2)%	(8.2)%	(5.3)%	2.7 pts
Latin America	1,254	(4.4)%	5.5 %	3.0 %	(9.4)%	(7.2)%	2.0 pts
Total	\$ 16,732	(1.9)%	3.1 %	3.0 %	(4.9)%	(4.8)%	0.1 pts

Passenger revenue decreased \$330 million , or 1.9% , compared to the six months ended June 2015 . PRASM decreased 4.8% and passenger mile yield decreased 4.9% on 3.0% higher capacity. Load factor was 0.1 point higher than the prior year period at 83.9% .

Unit revenues of the mainline domestic region and regional carriers decreased 4.8% and 5.3% , respectively, resulting from weakness in the close-in yield environment despite strong volume.

Revenues related to our international regions decreased 6.7% year-over-year primarily due to yield declines resulting from imbalances between supply and demand principally in the Atlantic region and China, the impact of foreign currency fluctuations, continued reductions in international fuel surcharges and economic challenges in certain regions.

In the Atlantic, the unit revenue decline predominantly resulted from lower yields driven by industry capacity growth outpacing passenger demand and the strength of the U.S. dollar. To address the imbalance between supply and demand, we will reduce capacity between the U.S. and the U.K. during the second half of 2016. In core European markets, U.S. point-of-sale demand was strong and recovered quickly following the events in Brussels in March. However, Europe point-of-sale demand has been soft largely due to the impact of weaker Euro exchange rates.

Unit revenue declines in the Pacific compared to the first half of 2015 primarily resulted from lower yen hedge gains, lower international fuel surcharges and yield declines resulting from industry capacity growth between the U.S. and China. We continued to optimize the Pacific region in order to improve margins by reducing our capacity 6.2% during the six months ended June 30, 2016 . Capacity reductions in underperforming markets in the Pacific region will continue throughout 2016.

Unit revenues declined in Latin America principally as a result of the strength of the U.S. dollar and economic challenges in Brazil. We continued to address unit revenue declines by investing in higher performing Mexican and Caribbean markets, while reducing capacity in Brazil.

Cargo Revenue. Cargo revenue decreased \$97 million , or 22.9% , primarily due to weaker international demand compared to the six months ended June 30, 2015 .

Operating Expense

(in millions)	Six Months Ended June 30,		Increase (Decrease)	% Increase (Decrease)
	2016	2015		
Salaries and related costs	\$ 4,702	\$ 4,287	\$ 415	9.7 %
Aircraft fuel and related taxes	2,455	3,292	(837)	(25.4)%
Regional carriers expense	2,102	2,150	(48)	(2.2)%
Contracted services	960	898	62	6.9 %
Depreciation and amortization	956	918	38	4.1 %
Aircraft maintenance materials and outside repairs	895	951	(56)	(5.9)%
Passenger commissions and other selling expenses	825	807	18	2.2 %
Landing fees and other rents	724	761	(37)	(4.9)%
Profit sharing	596	547	49	9.0 %
Passenger service	410	417	(7)	(1.7)%
Aircraft rent	132	120	12	10.0 %
Other	978	1,075	(97)	(9.0)%
Total operating expense	\$ 15,735	\$ 16,223	\$ (488)	(3.0)%

Salaries and Related Costs. The increase in salaries and related costs is primarily due to pay rate increases implemented in 2015. In the December 2015 quarter, base pay rates increased 14.5% for eligible merit, ground and flight attendant employees in conjunction with changes in the profit sharing program.

Aircraft Fuel and Related Taxes. Including our regional carriers, fuel expense decreased \$1.0 billion compared to the prior year due to a 33% decrease in the market price per gallon of fuel, partially offset by a 1.5% increase in consumption and a loss from our refinery segment in the current year period compared to a profit in 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)
	2016	2015		
Aircraft fuel and related taxes ⁽¹⁾	\$ 2,455	\$ 3,292	\$ (837)	
Aircraft fuel and related taxes included within regional carriers expense	386	559	(173)	
Total fuel expense	\$ 2,841	\$ 3,851	\$ (1,010)	(26.2)%

⁽¹⁾ 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		
	2016		Change	Six Months Ended June 30,		Change
	2016	2015		2016	2015	
Fuel purchase cost ⁽¹⁾	\$ 2,533	\$ 3,686	\$ (1,153)	\$ 1.28	\$ 1.89	\$ (0.61)
Airline segment fuel hedge losses ⁽²⁾	270	341	(71)	0.14	0.18	(0.04)
Refinery segment impact ⁽²⁾	38	(176)	214	0.02	(0.09)	0.11
Total fuel expense	\$ 2,841	\$ 3,851	\$ (1,010)	\$ 1.44	\$ 1.98	\$ (0.54)
MTM adjustments and settlements ⁽³⁾	462	1,309	(847)	0.23	0.67	(0.44)
Total fuel expense, adjusted	\$ 3,303	\$ 5,160	\$ (1,857)	\$ 1.67	\$ 2.65	\$ (0.98)

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

⁽²⁾ 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.

⁽³⁾ 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 reduction in regional carrier expense is primarily due to lower fuel cost from a decrease in the market price of fuel, partially offset by scheduled contract carrier rate escalations and aircraft maintenance.

Contracted Services. The increase in contracted services expense predominantly related to costs associated with the 3.0% increase in capacity.

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 decrease in aircraft maintenance materials and outside repairs expense primarily relates to the timing of maintenance events on our fleet and lower volume of sales from our MRO business.

Profit Sharing. The increase in profit sharing is driven by an increase in the projected full year pre-tax income, which is partially offset by an adjustment to the formula as described below, compared to the prior year. 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. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. In 2015, our profit sharing program paid 10% to employees for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion. Beginning with 2016 pre-tax profit (for the profit sharing payment in 2017), the profit sharing formula has been adjusted to pay 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 remains unchanged from the prior year.

Other. The decrease in other expense primarily relates to lower costs associated with sales of non-jet fuel products to third parties by our oil refinery.

Non-Operating Results

(in millions)	Three Months Ended June 30,			Favorable	Six Months Ended June 30,			Favorable
	2016	2015			2016	2015		
Interest expense, net	\$ (93)	\$ (127)	\$	34	\$ (200)	\$ (258)	\$	58
Miscellaneous, net	20	19		1	21	(62)		83
Total non-operating expense, net	\$ (73)	\$ (108)	\$	35	\$ (179)	\$ (320)	\$	141

The decline in interest expense, net results from reduced levels of debt and from the refinancing of debt obligations at lower interest rates. The principal amount of debt and capital leases has declined from \$9.3 billion at June 30, 2015 to \$7.9 billion at June 30, 2016 .

In the six months ended June 30, 2016 , miscellaneous, net is favorable primarily due to our proportionate share of earnings from our equity investment in Virgin Atlantic and lower foreign exchange losses compared to the six months ended June 30, 2015 .

Income Taxes

We project that our annual effective tax rate for 2016 will be approximately 34%. The expected reduction in our rate from prior years is primarily related to differences in our global tax rates and the recognition of \$24 million of excess tax benefits as a result of the adoption of ASU No. 2016-09. See Note 1 of the Notes to the Consolidated Financial Statements for a discussion of this accounting pronouncement. 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. Monroe exchanges substantially all the non-jet fuel products it produces 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 provided approximately 188,000 barrels per day for use in airline operations during the June 2016 quarter. We believe that the jet fuel supply resulting from the refinery's operation has contributed to the reduction in the market price of jet fuel, and thus lowered our cost of jet fuel compared to what it otherwise would have been.

A refinery is subject to annual U.S. Environmental Protection Agency ("EPA") requirements to blend renewable fuels into the gasoline and on-road diesel fuel it produces. Alternatively, a refinery may purchase renewable energy credits, called RINs, from third parties in the secondary market. Because the refinery, operated by Monroe, does not blend renewable fuels, it must purchase its entire RINs requirement in the secondary market or obtain a waiver from the EPA. We recognized \$54 million and \$22 million of expense related to the RINs requirement in the June 2016 and 2015 quarters, respectively and \$82 million and \$50 million for the six months ended June 30, 2016 and 2015, respectively.

The refinery recorded losses of \$10 million and \$38 million in the three and six months ended June 30, 2016, respectively, compared to profits of \$90 million and \$176 million in the three and six months ended June 30, 2015, respectively. The refinery's losses in the current periods compared to profits in the prior year were primarily attributable to lower product crack spreads. For more information regarding the refinery's results, see Note 9 of the Notes to the Condensed Consolidated Financial Statements.

Operating Statistics

Consolidated ⁽¹⁾	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Revenue passenger miles (in millions)	56,415	54,755	104,140	100,976
Available seat miles (in millions)	65,979	63,937	124,124	120,534
Passenger mile yield	15.90¢	16.69¢	16.07¢	16.90¢
PRASM	13.59¢	14.29¢	13.48¢	14.16¢
CASM	12.16¢	12.88¢	12.68¢	13.46¢
CASM-Ex, including profit sharing ⁽²⁾	9.54¢	9.55¢	9.91¢	9.70¢
Passenger load factor	85.5%	85.6%	83.9%	83.8%
Fuel gallons consumed (in millions)	1,046	1,029	1,976	1,947
Average price per fuel gallon ⁽³⁾	\$ 1.38	\$ 1.70	\$ 1.44	\$ 1.98
Average price per fuel gallon, adjusted ⁽³⁾⁽⁴⁾	\$ 1.97	\$ 2.40	\$ 1.67	\$ 2.65
Full-time equivalent employees, end of period	84,791	83,247		

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

⁽²⁾ Non-GAAP financial measure defined in "June 2016 Quarter Financial Highlights" above. See reconciliation to CASM in "Supplemental Information" below.

⁽³⁾ Includes the impact of fuel hedge activity and refinery segment results.

⁽⁴⁾ 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, 2016 and 2015.

Fleet Information

Our operating aircraft fleet and commitments at June 30, 2016 are summarized in the following table:

Aircraft Type	Current Fleet ⁽¹⁾				Average Age	Commitments	
	Owned	Capital Lease	Operating Lease	Total		Purchase	Options
B-717-200	3	13	75	91	14.8	—	—
B-737-700	10	—	—	10	7.4	—	—
B-737-800	73	—	—	73	15.4	—	—
B-737-900ER	41	—	19	60	1.5	60	—
B-747-400	4	5	—	9	24.2	—	—
B-757-200	79	17	6	102	19.1	—	—
B-757-300	16	—	—	16	13.3	—	—
B-767-300	12	—	—	12	24.7	—	—
B-767-300ER	54	4	—	58	20.3	—	—
B-767-400ER	21	—	—	21	15.3	—	—
B-777-200ER	8	—	—	8	16.4	—	—
B-777-200LR	10	—	—	10	7.2	—	—
B-787-8 ⁽²⁾	—	—	—	—	—	18	—
A319-100	55	—	2	57	14.4	—	—
A320-200	58	—	11	69	21.3	—	—
A321-200	5	—	—	5	0.1	77	—
A330-200	11	—	—	11	11.2	—	—
A330-300	26	—	3	29	8.0	2	—
A330-900neo	—	—	—	—	—	25	—
A350-900	—	—	—	—	—	25	—
CS100 ⁽³⁾	—	—	—	—	—	75	50
E190-100 ⁽⁴⁾	—	—	—	—	—	16	—
MD-88	93	23	—	116	25.9	—	—
MD-90	63	2	—	65	19.4	—	—
Total	642	64	116	822	17.0	298	50

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

⁽²⁾ Our purchase commitment for the 18 B-787-8 aircraft provides for certain substitution rights, including for our current orders of B-737-900ER aircraft.

⁽³⁾ During the June 2016 quarter, we reached an agreement with Bombardier to acquire 75 CS100 aircraft with deliveries beginning in 2018 and continuing through 2022. Delta has flexibility under the purchase agreement with respect to deferral, acceleration, conversion and a limited number of cancellation rights. The agreement also includes options to purchase 50 additional aircraft.

⁽⁴⁾ Following the CS100 purchase agreement, we have separately entered into an agreement to sell for our acquisition cost the E190-100 fleet following their delivery to us.

The following table summarizes the aircraft fleet operated by our regional carriers on our behalf at June 30, 2016 :

Carrier	Fleet Type						Total
	CRJ-200	CRJ-700	CRJ-900	Embraer 145	Embraer 170	Embraer 175	
Endeavor Air, Inc. ⁽¹⁾	41	—	81	—	—	—	122
ExpressJet Airlines, Inc.	40	38	28	—	—	—	106
SkyWest Airlines, Inc.	59	23	36	—	—	—	118
Compass Airlines, Inc.	—	—	—	—	6	36	42
Shuttle America	—	—	—	13	14	16	43
GoJet Airlines, LLC	—	22	7	—	—	—	29
Total	140	83	152	13	20	52	460

⁽¹⁾ 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, 2016, we had \$5.4 billion in unrestricted liquidity, consisting of \$3.0 billion in cash and cash equivalents and short-term investments and \$2.4 billion in undrawn revolving credit facilities. During the six months ended June 30, 2016, we generated \$4.2 billion in cash from operating activities, which we used, along with existing cash, to fund capital expenditures of \$1.9 billion and return \$2.0 billion to shareholders, 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 \$4.2 billion and \$4.4 billion in the six months ended June 30, 2016 and 2015, respectively. We also expect to generate positive cash flows from operations for the remainder of 2016.

Our operating cash flows can be 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 and Fuel Hedge Margins. Including our regional carriers, fuel expense represented approximately 18% of our total operating expenses for the six months ended June 30, 2016. The market price for jet fuel is highly volatile, which can impact the comparability of our cash flows from operations from period to period.

We have historically 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. During the March 2016 quarter, in order to better participate in the low fuel price environment, we reduced our hedging activity and entered into derivatives designed to offset and effectively terminate our existing airline segment hedge positions. 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.

As part of our fuel hedging program, we may be required to post margin to counterparties when our portfolio is in a loss position. Conversely, if our portfolio with counterparties is in a gain position, we may receive margin. Our future cash flows are impacted by the nature of our derivative contracts and the market price of the commodities underlying those derivative contracts. Our hedge contracts were in a net loss position at June 30, 2016, resulting in \$27 million of margin postings to counterparties.

Pension Contributions. We sponsor defined benefit pension plans for eligible employees and retirees. These plans are closed to new entrants and are frozen for future benefit accruals. Our funding obligations for these plans are governed by the Employee Retirement Income Security Act, as modified by the Pension Protection Act of 2006. We contributed \$1.3 billion, including \$950 million in cash and shares of our common stock from treasury with a value of \$350 million, to our qualified defined benefit pension plans during the six months ended June 30, 2016. As a result of these contributions, we satisfied, on an accelerated basis, our 2016 required contributions for our defined benefit plans, including more than \$750 million above the minimum funding requirements. During the six months ended June 30, 2015, we contributed \$1.2 billion in cash 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. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. In 2015, our profit sharing program paid 10% to employees for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion. Beginning with 2016 pre-tax profit (for the profit sharing payment in 2017), the profit sharing formula has been adjusted to pay 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 remains unchanged from the prior year. During the six months ended June 30, 2016, we accrued \$596 million in profit sharing expense based on current expectations for 2016 pre-tax profit.

We paid \$1.5 billion in profit sharing in February 2016 related to our 2015 pre-tax profit in recognition of our employees' contributions toward meeting our financial goals. After making an advanced profit sharing payment of more than \$300 million in October 2014, we paid an additional \$756 million in profit sharing in February 2015 related to our 2014 pre-tax profit.

Investing Activities

Capital Expenditures. Our capital expenditures were \$1.9 billion and \$1.5 billion for the six months ended June 30, 2016 and 2015, respectively. Our capital expenditures during the six months ended June 30, 2016 were primarily related to the purchase of B-737-900ER aircraft to replace a portion of our older B-757-200 aircraft, purchases of A321-200 and A330-300 aircraft, advanced deposit payments on B-737-900ER, A350-900, A321-200, A330-900neo and CS100 aircraft, 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. We expect that our total 2016 investment of over \$3 billion will be primarily for (1) aircraft, including deliveries of B-737-900ERs, A321-200s and A330-300s, along with advance deposit payments for these and our A330-900neo, A350-900 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 2015, we announced our intention to acquire additional shares of the capital stock of Grupo Aeroméxico through a cash tender offer, subject to regulatory approvals. If approved, the tender offer is expected to occur during the second half of 2016. As a result of this tender offer, when combined with our current holdings, we would own up to 49% of the outstanding capital stock of Grupo Aeroméxico. Based on current exchange rates, the total amount to be paid for the additional shares and the shares underlying the derivative would be approximately \$700 million.

Financing Activities

Debt and Capital Leases. The principal amount of debt and capital leases was \$7.9 billion at June 30, 2016. Since December 31, 2009, we have reduced our principal amount of debt and capital leases by \$10.4 billion. We have focused on reducing our total debt in recent years as part of our strategy to strengthen our balance sheet. As a result, in the past year we have received upgrades to our credit ratings by all three major rating agencies, including investment grade ratings from Moody's and Fitch. Continued improvement in our credit ratings could result in lower costs of borrowing, among other benefits. At June 30, 2016, our ratings were:

Rating Agency	Current Rating	Outlook
Moody's	Baa3	Stable
Fitch	BBB-	Stable
Standard & Poor's	BB+	Stable

Capital Return to Shareholders. During the six months ended June 30, 2016, we repurchased and retired 40.6 million shares at a cost of \$1.8 billion, including \$350 million of shares repurchased in conjunction with the treasury stock contributed to our qualified defined benefit pension plans.

(in millions, except dividends per share)	Dividends per Share	Share Repurchase Authorization	Average Repurchase Price	Completion Date	Authorization Remaining
May 2013 Program	\$ 0.060	\$ 500	\$ 28.43	June 30, 2016	Completed June 2014
May 2014 Program	\$ 0.090	\$ 2,000	\$ 42.86	December 31, 2016	Completed June 2015
May 2015 Program	\$ 0.135	\$ 5,000	\$ 44.85	December 31, 2017	\$ 2,150

In the June 2016 quarter, the Board of Directors approved a program to increase the quarterly dividend by 50% to \$0.2025 per share beginning in the September 2016 quarter.

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. As a result, during the six months ended June 30, 2016, we reported \$46 million in cash receipts and \$205 million in cash payments associated with these transactions. 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 \$2.4 billion available in undrawn revolving lines of credit. Our 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 financing agreements at June 30, 2016.

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

Revenue from Contracts with Customers

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)." 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. The standard is effective for interim and annual reporting periods beginning after December 15, 2017. Early adoption of the standard is permitted, but not before December 15, 2016. We are currently evaluating how the adoption of the revenue recognition standard will impact our Consolidated Financial Statements.

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.

Although we have not completed our assessment, we believe adoption of this standard will have a significant impact on our Consolidated Balance Sheets. However, we do not expect the adoption to change 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.

Equity Method Investments

In March 2016, the FASB issued ASU No. 2016-07, "Investments—Equity Method and Joint Ventures (Topic 323)." This standard eliminates the requirement that when an existing cost method investment qualifies for use of the equity method, an investor must restate its historical financial statements, as if the equity method had been used during all previous periods. 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. The standard is effective for interim and annual reporting periods beginning after December 15, 2016, although early adoption is permitted.

We early adopted this standard in the March 2016 quarter. Although none of our available-for-sale or cost investments qualified for use of the equity method during the first half of 2016, we expect the tender offer for additional capital stock of Grupo Aeroméxico to be completed during 2016, at which point our investment will qualify for the equity method of accounting. As of June 30, 2016, the unrealized gain recorded in AOCI related to our investment in Grupo Aeroméxico was \$11 million .

Share-Based Compensation

In March 2016, the FASB issued ASU No. 2016-09, "Compensation—Stock Compensation (Topic 718)." This standard makes several modifications to Topic 718 related to the accounting for forfeitures, employer tax withholding on share-based compensation and the financial statement presentation of excess tax benefits or deficiencies. ASU 2016-09 also clarifies the statement of cash flows presentation for certain components of share-based awards. The standard is effective for interim and annual reporting periods beginning after December 15, 2016, although early adoption is permitted.

We early adopted this standard in the June 2016 quarter . The adoption of this standard results in the recognition of \$95 million of previously unrecognized excess tax benefits in deferred income taxes, net and an increase to retained earnings on our Consolidated Balance Sheet as of the beginning of the current year and the recognition of \$24 million of excess tax benefits to our income tax provision for the three and six months ended June 30, 2016.

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 pre-tax income (a GAAP measure) to pre-tax income, adjusted (a non-GAAP financial measure). We adjust pre-tax income for the following items to determine pre-tax income, adjusted, for the reasons described below:

- *MTM adjustments and settlements.* MTM adjustments are defined as fair value changes recorded in periods other than the settlement period. Such fair value changes are not necessarily indicative of the actual settlement value of the underlying hedge in the contract settlement period. Settlements represent cash received or paid on hedge contracts settled during the period. These items adjust fuel expense to show the economic impact of hedging, including cash received or paid on hedge contracts during the period. Adjusting for these items allows investors to better understand and analyze our core operational performance in the periods shown.
- *Restructuring and other.* Because of the variability in restructuring and other, the adjustment for this item is helpful to investors to analyze our recurring core performance in the period shown.
- *Virgin Atlantic MTM adjustments .* We record our proportionate share of earnings from our equity investment in Virgin Atlantic in non-operating expense. We adjust for Virgin Atlantic's MTM adjustments to allow investors to better understand and analyze our core financial performance in the periods shown.

(in millions)	Three Months Ended June 30,	
	2016	2015
Pre-tax income	\$ 2,350	\$ 2,366
Adjusted for:		
MTM adjustments and settlements	(617)	(720)
Restructuring and other	—	25
Virgin Atlantic MTM adjustments	(51)	(31)
Pre-tax income, adjusted	\$ 1,682	\$ 1,640

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.
- *Restructuring and other.* Because of the variability in restructuring and other, the adjustment for this item is helpful to investors to analyze our recurring core performance in the periods shown.
- *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,	
	2016	2015	2016	2015
CASM	12.16¢	12.88¢	12.68¢	13.46¢
Adjusted for:				
Aircraft fuel and related taxes	(2.19)	(2.74)	(2.29)	(3.19)
Restructuring and other	—	(0.04)	—	(0.03)
Other expenses	(0.43)	(0.55)	(0.48)	(0.54)
CASM-Ex	9.54¢	9.55¢	9.91¢	9.70¢

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, other than those discussed below.

The following sensitivity analysis does not consider the effects of a change in demand for air travel, the economy as a whole or actions we may take to seek to mitigate our exposure to a particular risk. For these and other reasons, the actual results of changes in these prices or rates may differ materially from the following hypothetical results.

Aircraft Fuel Price Risk

Changes in aircraft fuel prices materially impact our results of operations. We have historically 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. During the March 2016 quarter, 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. 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 months ended June 30, 2016, we recorded fuel hedge losses of \$41 million.

For the six months ended June 30, 2016, aircraft fuel and related taxes, including our regional carriers, accounted for \$2.8 billion, or 18.1%, of our total operating expense. The following table shows the projected cash impact to fuel cost assuming the specified changes in fuel prices. As a result of effectively terminating our hedge positions as discussed above, the impact of our hedge portfolio due to changes in fuel prices during 2016 is not material.

Fuel Cost Sensitivity for the Period from July 1, 2016 to December 31, 2017

(in millions, except for percentages)	(Increase)	Decrease ⁽¹⁾
+ 40%	\$	(3,580)
+ 20%		(1,790)
- 20%		1,790
- 40%		3,580

⁽¹⁾ Projections based upon the (increase) decrease to unhedged fuel cost as compared to the jet fuel price per gallon of \$1.38, excluding transportation costs and taxes, at June 30, 2016 and estimated fuel consumption of 6.1 billion gallons for the period from July 1, 2016 to December 31, 2017.

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, 2016 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, 2016, 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. 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 recent developments in the case. Except as presented below, there have been no material changes from the legal proceedings described in 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. The defendants have filed motions for summary judgment, which remain pending. Delta believes the claims in these cases are without merit and is vigorously defending these lawsuits.

ITEM 1A. RISK FACTORS

“Item 1A. Risk Factors” of our Form 10-K includes a discussion of our risk factors. The information presented below updates, and should be read in conjunction with, the risk factors and information disclosed in our Form 10-K. Except as presented below, there have been no material changes from the risk factors described in our Form 10-K.

Economic conditions and regulatory changes leading up to and following the United Kingdom’s likely exit from the European Union could have a material adverse effect on our business and results of operations.

Following a referendum in June in which voters in the U.K. approved an exit from the European Union (“EU”), it is expected that the U.K. government will initiate a process to leave the EU (often referred to as Brexit) and begin negotiating the terms of the U.K.’s future relationship with the EU. The airline industry faces substantial uncertainty regarding the impact of the likely exit of the U.K. from the EU. Adverse consequences such as deterioration in economic conditions, volatility in currency exchange rates or adverse changes in regulation of the airline industry or bilateral agreements governing air travel could have a negative impact on our operations, financial condition and results of operations.

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 2016 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 2016 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 2016	2,412,755	\$ 45.70	2,412,755	\$ 3,065
May 2016	13,481,271	\$ 42.49	13,481,271	\$ 2,420
June 2016	8,449,238	\$ 40.79	8,449,238	\$ 2,150
Total	24,343,264		24,343,264	

ITEM 6. EXHIBITS

(a) Exhibits

10.1	Airbus A321 Aircraft and A330 Aircraft Purchase Agreement dated as of September 3, 2013 between Airbus S.A.S. and Delta Air Lines, Inc., as amended through April 29, 2016*
10.2	Delta Air Lines, Inc. Performance Compensation Plan (as amended and restated)
10.3	Delta Air Lines, Inc. Officer and Director Severance Plan as amended and restated
10.4	Terms of 2016 Restricted Stock Awards for Non-Employee Directors
15	Letter from Ernst & Young LLP regarding unaudited interim financial information
31.1	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, 2016
31.2	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, 2016
32	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, 2016
101.INS	XBRL Instance 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 a request 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 14, 2016

AIRBUS A321 AIRCRAFT
AND
A330 AIRCRAFT PURCHASE AGREEMENT

Dated as of September 3, 2013

between

AIRBUS S.A.S

and

DELTA AIR LINES, INC.

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EXHIBITS

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EXHIBIT A-4	CHANGE ORDERS TO A330 AIRCRAFT STANDARD SPECIFICATION (SCNs)
EXHIBIT B-1	FORM OF SPECIFICATION CHANGE NOTICE

EXHIBIT B-2	FORM OF MANUFACTURER’S SPECIFICATION CHANGE NOTICE
EXHIBIT B-3	FORM OF [***]
EXHIBIT C-1	AIRFRAME PRICE REVISION FORMULA
EXHIBIT C-2	CFM INTERNATIONAL PROPULSION SYSTEMS PRICE REVISION FORMULA
EXHIBIT C-3	GENERAL ELECTRIC PROPULSION SYSTEMS PRICE REVISION FORMULA
EXHIBIT D	FORM OF CERTIFICATE OF ACCEPTANCE
EXHIBIT E	FORM OF BILL OF SALE
EXHIBIT F	SERVICE LIFE POLICY – LIST OF ITEMS
EXHIBIT G	TECHNICAL DATA INDEX
EXHIBIT H	MATERIAL SUPPLY AND SERVICES
EXHIBIT I	INDEX OF LETTER AGREEMENTS

PURCHASE AGREEMENT

This agreement is made this 3rd day of September, 2013

Between

AIRBUS S.A.S , a *société par actions simplifiée* , created and existing under French law having its registered office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with the Toulouse Registre du Commerce under number RCS Toulouse 383 474 814 (the “**Seller** ”),

and

DELTA AIR LINES, INC. , a corporation organized and existing under Delaware law with offices located at 1050 Delta Boulevard, Atlanta, Georgia 30320 (the “**Buyer** ”).

WHEREAS, the Buyer wishes to purchase, and the Seller is willing to sell, thirty (30) firm Airbus A321-200 model aircraft and ten (10) A330-300 aircraft that are currently being produced by the Seller, upon the terms and conditions provided herein; and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

0 DEFINITIONS

For all purposes of the Agreement (as defined below), except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

A321 Aircraft – any or all of the A321-200 model aircraft to be purchased by the Buyer pursuant to the Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the A321 Propulsion System installed thereon upon delivery.

A321 Airframe – any A321 Aircraft, excluding the A321 Propulsion System therefor.

A321 Propulsion System – as defined in Subclause 2.3.1.

A321 Specification – means the A321 Standard Specification (i) as shall be amended by all applicable SCNs and MSCNs and (ii) [***] (both as set forth in Exhibit A-3 hereto) reflecting (a) a maximum take-off weight (MTOW) of [***], a maximum landing weight (MLW) of [***] and a maximum zero fuel weight (MZFW) of [***] and (b) installation of CFM56-5B3/3 propulsion systems, respectively.

A321 Standard Specification – the A321 standard specification document number [***], a copy of which is annexed hereto as Exhibit A-1.

A330 Aircraft – any or all of the A330-300 model aircraft to be purchased by the Buyer pursuant to the Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the A330 Propulsion System installed thereon upon delivery.

A330 Airframe – any A330 Aircraft, excluding the A330 Propulsion System therefor.

A330 Propulsion System – as defined in Subclause 2.3.2.

A330 Specification – means the A330 Standard Specification (i) as shall be amended by all applicable SCNs and MSCNs and (ii) [***] (both as set forth in Exhibit A-4 hereto) reflecting (a) a maximum take-off weight (MTOW) of [***], a maximum landing weight (MLW) of [***] and a maximum zero fuel weight (MZFW) of [***] ⁽¹⁾ metric tons and (b) installation of [***] propulsion systems, respectively. [***]

A330 Standard Specification – the A330 standard specification document number [***], a copy of which is annexed hereto as Exhibit A-2.

Affiliate – with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity. For purposes of the preceding sentence, “control” of an entity shall mean the direct or indirect ownership

of voting securities having the power to direct or cause the direction of the management and policies of such entity.

Agreement – this Airbus A321 and A330 aircraft purchase agreement, including all exhibits, appendixes and letter agreements attached hereto, as the same may be amended or modified and in effect from time to time.

Airbus Equivalent Thrust or AET – is the Airbus Equivalent Thrust at [***], which is representative of sea level aircraft performance.

Airbus Price Revision Formula – as set forth in Exhibit C-1.

AirbusWorld – as defined in Subclause 14.5.4.

Aircraft – any or all of the thirty (30) A321-200 model aircraft and ten (10) A330-300 model aircraft to be purchased by the Buyer pursuant to the Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion System installed thereon upon delivery.

Aircraft Training Services – all aircraft training services including but not limited to any and all (i) flight support services, training courses, flight training, flight assistance, line training, line assistance, flights of any kind performed by the Seller, its agents, employees or subcontractors, and maintenance support, maintenance training (including Practical Training), training support of any kind performed on aircraft and provided to the Buyer pursuant to this Agreement.

Airframe – either the A321 Airframe or the A330 Airframe, as applicable.

Airframe Price Revision Formula – as set forth in Exhibit C-1.

ATA Specification – recommended specifications developed by the Air Transport Association of America reflecting consensus in the commercial Aviation industry on accepted means of communicating information, conducting business, performing operations and adhering to accepted practices.

Aviation Authority – when used with respect to any jurisdiction, the government entity that, under the laws of such jurisdiction, has control over civil aviation or the registration, airworthiness or operation of civil aircraft in such jurisdiction.

Balance of the Final Contract Price – as defined in Subclause 5.3.

Base Price – for any Aircraft, Airframe and SCN or Propulsion System, as defined in Clause 3 of the Agreement.

Buyer Furnished Equipment or BFE – as defined in Subclause 18.1.1.

Certificate of Acceptance – as defined in Subclause 8.3.

CFM – means CFM International.

Contractual Definition Freeze or CDF – as defined in Subclause 2.4.2.

Customization Milestone Chart – as defined in Subclause 2.4.1.

Declaration of Design and Performance or DDP – the documentation provided by an equipment manufacturer guaranteeing that the corresponding equipment meets the requirements of the Specification, the interface documentation as well as all the relevant certification requirements.

Delivery – the transfer of title to the Aircraft from the Seller to the Buyer in accordance with Clause 9.

Delivery Date – the date on which Delivery occurs.

Delivery Location – the facilities of the Seller at the location of final assembly of the Aircraft.

Development Changes – as defined in Subclause 2.2.2.

EASA – the European Aviation Safety Agency or any successor thereto.

Excusable Delay – as defined in Subclause 10.1.

Export Certificate of Airworthiness – an export certificate of airworthiness issued by the Aviation Authority of the Delivery Location.

FAA – the U.S. Federal Aviation Administration or any successor agency thereto.

Failure – as defined in Subclause 12.2.1.2.

Final Contract Price – as defined in Subclause 4.2.

GE – means GE Aviation.

General Terms and Conditions of Access to and Use of AirbusWorld or GTC – as defined in Subclause 14.10.3.

Goods and Services – any goods, excluding Aircraft, and services that may be purchased by the Buyer from the Seller.

In-house Warranty – as defined in Subclause 12.1.7(i).

In-house Warranty Labor Rate – as defined in Subclause 12.1.7(v)(a).

Inexcusable Delay – as defined in Subclause 11.1.

Interface Problem – as defined in Subclause 12.4.1.

Item – as defined in Subclause 12.2.1.1.

Manufacture Facilities – means the various manufacture facilities of the Seller, its Affiliates or any subcontractor, where the Airframe or its parts are manufactured or assembled.

Manufacturer Specification Change Notice or MSCN – as defined in Subclause 2.2.2.1.

Practical Training – as defined in Subclause 16.8.2.

Predelivery Payment – any payment made against the Final Contract Price of an Aircraft in accordance with Subclause 6.2.

Predelivery Payment Reference Price – as defined in Subclause 6.2.2.

Prime Rate – the rate of interest per annum publicly announced from time to time by Citibank, N.A. in New York, New York, as its prime or base or equivalent lending rate.

Propulsion System – either an A321 Propulsion System or an A330 Propulsion System, as applicable.

Propulsion System A Base Price – as defined in Subclause 3.1.2.1.

Propulsion System A Reference Price – as defined in Subclause 3.1.2.1.

Propulsion System B Base Price – as defined in Subclause 3.1.2.2.

Propulsion System B Reference Price – as defined in Subclause 3.1.2.2.

Propulsion System Manufacturer – either CFM or GE, as applicable.

Propulsion System Price Revision Formula – for any Propulsion System, the applicable price revision formula as set forth in Exhibit C-2 or C-3.

Propulsion System Reference Price – either the Propulsion System A Reference Price or the Propulsion System B Reference Price, as applicable.

Ready for Delivery – with respect to any Aircraft, the time when (i) the tests set forth in Clause 8 have been completed in accordance with Clause 8 and (ii) the Export Certificate for Airworthiness has been issued.

Scheduled Delivery Month – as defined in Subclause 9.1.

Scheduled Delivery Quarter – as defined in Subclause 9.1.

Seller Furnished Equipment – for any Aircraft, all of the items of equipment that shall be furnished by the Seller and installed in the Aircraft by the Seller, as defined in the Specification.

Seller Service Bulletin – means a document approved by an Aviation Authority issued by the Seller to aircraft operators to implement a modification to the design of, or an inspection to, a delivered aircraft either to maintain or to improve the operation of said delivered aircraft.

Seller Service Life Policy – as referred to in Subclause 12.2.

Seller's Representatives – the representatives of the Seller referred to in Clause 15.

Specification – means either the A321 Specification or A330 Specification, as applicable.

Standard Specification – means either the A321 Standard Specification or A330 Standard Specification, as applicable.

Specification Change Notice or SCN – as defined in Subclause 2.2.1.

Supplier – any supplier of Supplier Parts.

Supplier Part – as defined in Subclause 12.3.1.

Supplier Product Support Agreements – as defined in Subclause 17.1.2

Type Certificate – as defined in Subclause 7.1.

Warranted Part – as defined in Subclause 12.1.1 of the Agreement.

Warranty Claim – as defined in Subclause 12.1.6(v) of the Agreement.

Working Day – with respect to any action to be taken hereunder, a day other than a Saturday, Sunday or other day designated as a holiday in the jurisdiction in which such action is required to be taken.

The following rules of construction apply to the Agreement:

- (i) the definition of a singular shall apply to plurals of the same words;
- (ii) “include” and “including” are not limiting except when used in the computation of time periods;
- (iii) “hereby,” “herein,” “hereof,” “hereunder,” “the Agreement,” “this Agreement,” and any like words refer to the Agreement and not a particular Clause thereof; and

(iv) a reference herein to a Clause, Subclause, Exhibit, Attachment or Appendix without further reference is to the relevant Clause, Subclause, Exhibit, Attachment or Appendix of the Agreement.

(v) References in the Agreement to any statute shall be to such statute as amended or modified and in effect at the time any such reference is operative.

Technical and trade terms not otherwise defined herein shall have the meanings assigned to them as generally accepted in the aircraft manufacturing industry.

1 SALE AND PURCHASE

The Seller shall sell and deliver, and the Buyer shall buy and take delivery of, the A321 Aircraft and A330 Aircraft subject to the terms and conditions contained in the Agreement.

2 SPECIFICATIONS

2.1 Aircraft Specification

2.1.1 The A321 Aircraft shall be manufactured in accordance with the A321 Standard Specification, as may already have been modified or varied prior to the date of the Agreement by the Specification Change Notices listed in Exhibit A-3.

2.1.2 The A330 Aircraft shall be manufactured in accordance with the A330 Standard Specification, as may already have been modified or varied prior to the date of the Agreement by the Specification Change Notices listed in Exhibit A-4.

2.2 Specification Amendment

The parties understand and agree that the Specification may be further amended following signature of this Agreement in accordance with the terms of this Clause 2.

2.2.1 Specification Change Notice

The Specification may be amended by written agreement between the parties in a Specification Change Notice (SCN). Each SCN will be substantially in the form set out in Exhibit B-1 and will set out the SCN's Aircraft embodiment rank and will also set forth, in detail, the particular change to be made to the Specification and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby and on the text of the Specification. An SCN may result in an adjustment of the Base Price of the Aircraft, which adjustment, if any, will be specified in the SCN.

2.2.2 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 this Agreement (“**Development Changes**”), as set forth in this Clause 2.

2.2.2.1 Manufacturer Specification Changes Notices

The Specification may be amended by the Seller through a Manufacturer Specification Change Notice (“**MSCN**”), which will be substantially in the form set out in Exhibit B-2 hereto and will set out the MSCN’s Aircraft embodiment rank as well as, in detail, the particular change to be made to the Specification and the effect, if any, of such change on performance, weight, Base Price of the Aircraft, Delivery Date of the Aircraft affected thereby and interchangeability or replaceability requirements under the Specification.

Except when the MSCN is necessitated by an Aviation Authority directive or by equipment obsolescence, in which case the MSCN will 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 will 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 will be deemed accepted by the Buyer and the corresponding modification will be accomplished.

2.2.2.2 In the event of the Seller revising the Specification to incorporate Development Changes which have no adverse effect on any of the elements as set forth in Subclause 2.2.2.1 above, such revision will be performed by the Seller without the Buyer’s consent.

In such cases, the Buyer will have access to the details of such changes through the relevant application in AirbusWorld.

2.2.2.3 The Seller is considering turning certain items, which are currently BFE in the Specification, into SFE and the parties agree that such BFE items shall be excluded from the provisions of Subclauses 2.2.2.1 and 2.2.2.2 above and, should they become SFE, shall furthermore be chargeable to the Buyer.

2.3 Propulsion Systems

2.3.1 Each A321 Airframe shall be equipped with a set of two (2) CFM CFM56-5B3/3 propulsion systems [***] (such set, an “**A321 Propulsion System**”).

2.3.2 Each A330 Airframe shall be equipped with a set of two (2) GE CF6-80E1A4[***] propulsion systems with an [***] (such set, an “**A330 Propulsion System**”).

2.4 Milestones

2.4.1 Customization Milestones Chart

[***], the Seller shall provide the Buyer with a customization milestones chart (the “**Customization Milestone Chart**”), setting out how far in advance of the Scheduled Delivery Month of the Aircraft an SCN must be executed in order to integrate into the

Specification any items requested by the Buyer from the Seller's catalogues of Specification change options (the " **Option Catalogues** ").

2.4.2 Contractual Definition Freeze

The Customization Milestone Chart shall in particular define the date(s) by which the contractual definition of the Aircraft must be finalized and all SCNs need to have been executed by the Buyer (the " **Contractual Definition Freeze** " or " **CDF** ") in order to enable their incorporation into the manufacturing of the Aircraft and Delivery of the Aircraft in the Scheduled Delivery Month. Each such date shall be referred to as a " **CDF Date** ."

3 PRICE

3.1 Base Price of the Aircraft

The " **Base Price** " of each Aircraft is the sum of:

- (i) the Base Price of the Airframe, and
- (ii) the Base Price of the Propulsion System.

3.1.1 Base Price of the Airframe

3.1.1.1 Base Price of the A321 Airframe

The " **Base Price of the A321 Airframe** " is the sum of the following base prices:

- (i) the base price of the A321 Airframe corresponding to the A321 Standard Specification, including nacelles and thrust reversers, and excluding BFE, which is:
[***], and
- (ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-3, which is:
[***]

The Base Price of the A321 Airframe is expressed at [***] delivery conditions and shall be revised to the actual Delivery Date of each A321 Aircraft in accordance with the Airframe Price Revision Formula.

3.1.1.2 Base Price of the A330 Airframe

The " **Base Price of the A330 Airframe** " is the sum of the following base prices:

(i) the base price of the A330 Airframe corresponding to the A330 Standard Specification and excluding BFE, which is:

[***], and

(ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-4, which is:

[***]

The Base Price of the A330 Airframe is expressed at [***] delivery conditions and shall be revised to the actual Delivery Date of each A330 Aircraft in accordance with the Airframe Price Revision Formula.

3.1.2 Base Price of Propulsion Systems

3.1.2.1 The base price of a set of two (2) CFM CFM56-5B3/3 propulsion systems (the “**Propulsion System A Base Price**”) is:

[***]

Said base price has been established in accordance with economic conditions prevailing in [***] at reference Composite Price Index [***] and has been calculated from the reference price indicated by the Propulsion System Manufacturer of [***] (the “**Propulsion System A Reference Price**”).

3.1.2.2 The base price of a set of two (2) GE CF6-80E1A4[***] Propulsion systems, including nacelles and thrust reversers (the “**Propulsion System B Base Price**”), is:

[***]

Said base price has been established in accordance with economic conditions prevailing in [***] at reference Composite Price Index [***] and has been calculated from the reference price indicated by the Propulsion System Manufacturer of [***] (the “**Propulsion System B Reference Price**”).

3.2 Final Contract Price

The Final Contract Price of an Aircraft shall be the sum of:

- (i) the Base Price of the Airframe constituting a part of such Aircraft, as adjusted to the Delivery Date of such Aircraft in accordance with Subclause 4.1 of the Agreement;
- (ii) the price (as of delivery conditions prevailing in [***] of any SCNs constituting a part of such Aircraft that are entered into pursuant to Subclause 2.2 after the date of

execution of the Agreement, as adjusted to the Delivery Date of such Aircraft in accordance with Subclause 4.1 of the Agreement;

- (iii) the Propulsion System Reference Price constituting a part of such Aircraft, as adjusted to the Delivery Date of such Aircraft in accordance with Subclause 4.2 of the Agreement; and
- (iv) the aggregate of all increases or decreases to the Propulsion System Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion System subsequent to the date of the Agreement as adjusted to the Delivery Date in accordance with Subclause 4.2; and
- (v) any other amount resulting from any other provisions of the Agreement and/or any other written agreement between the Buyer and the Seller relating to the Aircraft and specifically making reference to the Final Contract Price of an Aircraft.

3.3 Taxes

- 3.3.1 The amounts stated in this Agreement to be payable by the Buyer are exclusive of value added tax (“ **VAT** ”) chargeable under the laws of any jurisdiction and accordingly the Buyer shall pay any VAT chargeable with respect to any Aircraft, component, accessory, equipment, part or service delivered or furnished under this Agreement
- 3.3.2 The Seller will pay all other Taxes (except for Taxes based on or measured by the income of the Buyer or any Taxes levied against the Buyer for the privilege of doing business in any jurisdiction), levied, assessed, charged or collected, on or prior to Delivery of any Aircraft, for or in connection with the manufacture, assembly, sale and delivery under this Agreement of such Aircraft or any parts, instructions or data installed thereon or incorporated therein (except Buyer Furnished Equipment referred to in Clause 18).
- 3.3.3 The Buyer will pay all Taxes not assumed by the Seller under Clause 3.3.2, except for Taxes based on or measured by the income of the Seller or any Taxes levied against the Seller for the privilege of doing business in any jurisdiction.

“ **Taxes** ” means any present or future tax, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority or any political subdivision or taxing authority thereof or therein.

4 PRICE REVISION

4.1 Airframe Price Revision Formula

The Base Price of each A321 Airframe for each A321 Aircraft and the Base Price of each A330 Airframe for each A330 Aircraft shall be revised to the actual Delivery Date of such

A321 Aircraft or A330 Aircraft, as applicable, in accordance with the revision formula set forth in the Airframe Price Revision Formula.

4.2 Propulsion System Price Revision Formula

The Propulsion System Reference Price applicable to any Propulsion System shall be revised to the actual Delivery Date of the Aircraft on which such Propulsion System is installed in accordance with the relevant Propulsion System Price Revision Formula.

The Propulsion System Reference Price for each Propulsion System, the prices of the related equipment, the Propulsion Systems designation(s) and the Propulsion System Price Revision Formulas are based on information received from the Propulsion Systems Manufacturers and are subject to amendment by the Propulsion System Manufacturers at any time prior to Delivery. If the Propulsion System Manufacturers make any such amendment, the amendment shall be deemed to be incorporated into the Agreement and the Propulsion System Reference Price, the prices of the related equipment, the Propulsion Systems designation(s) and the Propulsion System Price Revision Formulas shall be adjusted accordingly. The Seller agrees to notify the Buyer as soon as the Seller receives notice of any such amendment from the Propulsion System Manufacturers.

5 PAYMENT TERMS

5.1 The Buyer shall pay all sums due hereunder in immediately available funds in United States dollars by credit to:

Beneficiary Name: AIRBUS
Account Identification: [***]
with:
[***]

5.2 Predelivery Payments

5.2.1 Predelivery Payments are non-refundable (although amounts equal to Predelivery Payments may be paid to the Buyer pursuant to Subclauses 10.2, 10.3, 10.5, 11.4, 11.5 and 21.2) and shall be paid by the Buyer to the Seller for the Aircraft.

5.2.2 The Predelivery Payment Reference Price for an Aircraft to be delivered in calendar year T is determined in accordance with the following formula:

[***]

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

5.2.3 Predelivery Payments shall be paid according to the following schedule.

<u>Payment Date</u>		<u>Percentage of Predelivery Payment Reference Price</u>
---------------------	--	--

[***]	[***]	[***]
-------	-------	-------

No later than the first Business Day of each of the following months:

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

TOTAL PAYMENT PRIOR TO DELIVERY	30 %
---------------------------------	------

In the event of the above schedule resulting in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of the Agreement.

5.2.4 The Seller shall be entitled to hold and use any Predelivery Payment as absolute owner thereof, subject only to the obligation to deduct an amount equal to Predelivery Payments from the Final Contract Price of the Aircraft, when calculating the balance of the Final Contract Price of such Aircraft. The Seller shall be under no obligation to segregate any Predelivery Payment, or any amount equal thereto, from the Seller's funds generally.

5.3 Payment of Final Contract Price

When an Aircraft is Ready for Delivery, the Buyer shall pay to the Seller the Final Contract Price therefor, less the total amount of the Predelivery Payments theretofore received by the Seller for such Aircraft under Subclause 5.2 above (the “**Balance of the Final Contract Price**”). The Seller's receipt of the full amount of such payments, including any amounts due under Subclause 5.5, shall be a condition precedent to the Seller's obligation to deliver such Aircraft.

5.4 Payment of Other Amounts

5.4.1 Application of Payments

[***]

5.4.2 Setoff Payments

[***]

5.5 Overdue Payments

If any payment due to the Seller is not received by the Seller on the date or dates due, the Seller will have the right to claim from the Buyer, and the Buyer will promptly pay to the Seller on receipt of such claim, interest at the rate of [***] per month on the amount of such overdue payment, [***]. The Seller's right to receive such interest will be in addition to any other rights of the Seller hereunder or at law.

5.6 Refund of Predelivery Payments

The Buyer shall have no right to any refund of any deposit or Predelivery Payment received by the Seller, [***].

5.7 Proprietary Interest

The Buyer shall not, by virtue of anything contained in the Agreement (including, without limitation, any Predelivery Payments hereunder, or any designation or identification by the Seller of a particular aircraft as an Aircraft to which any of the provisions of the Agreement refer), and notwithstanding any provision of law to the contrary, acquire any proprietary, insurable or other interest whatsoever in any Aircraft prior to Delivery of and payment in full for such Aircraft as provided in the Agreement.

5.8 Tender of Delivery

In addition to any other rights and remedies available to the Seller, the Seller shall not be obligated to tender delivery of any Aircraft to the Buyer and shall have no further liability to the Buyer with respect thereto, if the Buyer fails to make any Predelivery Payment within [***] after written notice from the Seller or if the Seller has terminated the Agreement pursuant to Clause 21.

5.9 Payment in Full

Except as expressly provided herein (including, but not limited to Subclause 5.3), the Buyer's obligation to make payments to the Seller hereunder shall not be affected by and shall be determined without regard to any set off, counterclaim, recoupment, defense or other right that the Buyer may have against the Seller and all such payments shall be made without deduction or withholding of any kind.

6 PLANT REPRESENTATIVES - INSPECTION

6.1 Manufacture Procedures

The Airframe shall be manufactured in accordance with the requirements of the laws of the jurisdiction of incorporation of the Seller or of its relevant Affiliates and of the jurisdiction of the Delivery Location as enforced by the Aviation Authority of such jurisdiction.

6.2 Inspection Procedures

- 6.2.1 All work to be carried out on the Aircraft and all materials and parts thereof shall at all reasonable times during business hours be open to inspection by duly authorized representatives of the Buyer or its designee at the works of the Seller and, if possible, at the works of their respective subcontractors, and such representatives (subject to the indemnities set forth in Clause 20 herein) shall, to carry out the aforesaid inspection, have access to such relevant technical data as is reasonably necessary for this purpose (except that, if access to any part of the respective works where construction is in progress or materials or parts are stored is restricted for security reasons, the Seller shall be allowed a reasonable time to make the items available for inspection elsewhere).

The procedures for such inspections shall be agreed upon between the Seller's and the Buyer's representatives prior to any inspection, provided, however, any inspection shall be conducted pursuant to the Seller's system of inspection as developed under the supervision of the relevant Aviation Authority.

- 6.2.2 For the purposes of Subclause 6.2.1 above and commencing with the date of the Agreement until the Delivery of the last Aircraft, [***].

- 6.2.3 All inspections, examinations and discussions with the Seller or its subcontractors' engineering or other personnel by the Buyer and its said representatives shall be performed in such manner as not to unreasonably delay or hinder the work to be carried out on the Aircraft or the proper performance of the Agreement. In no event shall the Buyer or its representatives be permitted to inspect any aircraft other than the Aircraft.

7 CERTIFICATION

Except as set forth in this Clause 7, the Seller shall not be required to obtain any certificate or approval with respect to the Aircraft.

7.1 Type Certification

The Aircraft have been type certificated under EASA procedures for joint certification in the transport category. The Seller shall obtain or cause to be obtained an FAA type certificate (the “**Type Certificate**”) to allow the issuance of the Export Certificate of Airworthiness.

7.2 Export Certificate of Airworthiness

Subject to the provisions of Subclause 7.3, the Aircraft shall be delivered to the Buyer with an Export Certificate of Airworthiness issued by the Aviation Authority of the Delivery Location and in a condition enabling the Buyer to obtain at the time of Delivery a Standard Airworthiness Certificate issued pursuant to Part 21 of the U.S. Federal Aviation Regulations and a Certificate of Sanitary Construction issued by the U.S. Public Health Service of the Food and Drug Administration. However, the Seller shall have no obligation to make and shall not be responsible for any costs of alterations or modifications to such Aircraft to enable such Aircraft to meet FAA or U.S. Department of Transportation requirements for operation specific to the Buyer's routes, whether before, at or after Delivery of any Aircraft.

If the FAA requires additional or modified data before the issuance of the Export Certificate of Airworthiness, the Seller shall provide such data or implement the required modification to the data, in either case, at the Seller's cost.

The Buyer and the Seller, at no additional cost to the Buyer, shall cooperate to obtain any license that may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft.

7.3 Specification Changes before Aircraft Ready for Delivery

7.3.1 If, any time before the date on which the Aircraft is Ready for Delivery, any law, rule or regulation is enacted, promulgated, becomes effective and/or an interpretation of any law, rule or regulation is issued by the EASA that requires any change to the Specification for the purposes of obtaining the Export Certificate of Airworthiness (a “ **Change in Law** ”), the Seller shall make the required modification and the parties hereto shall sign an SCN.

7.3.2 The Seller shall as far as practicable, but at its sole discretion and without prejudice to Subclause 7.3.3, take into account the information available to it concerning any proposed law, rule or regulation or interpretation that could become a Change in Law, in order to minimize the costs of changes to the Specification as a result of such proposed law, regulation or interpretation becoming effective before the applicable Aircraft is Ready for Delivery.

7.3.3 The cost of implementing the required modifications referred to in Subclause 7.3.1 will be:

[***] [***], and

[***] [***]

7.3.4 Notwithstanding the provisions of Subclause 7.3.3, if a Change in Law relates to an item of BFE or to the Propulsion System the costs related thereto shall be borne in accordance with such arrangements as may be made separately between the Buyer and the manufacturer of the BFE or the Propulsion System, as applicable, and the Seller shall have no obligation with respect thereto.

7.4 Specification Changes after Aircraft Ready For Delivery

Nothing in Subclause 7.3 shall require the Seller to make any changes or modifications to, or to make any payments or take any other action with respect to, any Aircraft that is Ready for Delivery before the compliance date of any law or regulation referred to in Subclause 7.3. Any such changes or modifications made to an Aircraft after it is Ready for Delivery shall be at the Buyer's expense.

8 THE BUYER'S ACCEPTANCE

8.1 Acceptance Procedures

8.1.1 The Seller or any Affiliate thereof acting as the Seller's designee shall give to the Buyer not less than [***] of the proposed time when acceptance tests of an Aircraft shall be conducted, and, in the event that the Buyer elects to attend such tests, the Buyer shall comply with the reasonable requirements of the Seller with the intention of completing all tests within [***] after commencement. The tests shall take place at the Delivery Location, and shall be carried out by the personnel of the Seller (accompanied, if the Buyer so wishes, by representatives of the Buyer [***] shall have access to the cockpit at any one time). During flight tests, these representatives shall comply with the instructions of the Seller's representatives. The Seller shall not normally be required in the course of such tests to fly any of the Aircraft for more than [***].

8.1.2 [INTENTIONALLY LEFT BLANK]

8.1.3 The acceptance tests must demonstrate the satisfactory functioning of the Aircraft at the time of delivery in accordance with the Specification (except for immaterial variances from the Specification). In the event that the Buyer, after having received proper notice in accordance with Subclause 8.1.1, does not attend the tests scheduled for an Aircraft or fails to so cooperate, the Seller may complete them in the absence of the Buyer, whereupon the Buyer shall be deemed to have accepted the tests, if such tests demonstrate the satisfactory functioning of the Aircraft as aforesaid, and the Seller shall furnish such data with respect to such tests as the Buyer may reasonably request.

8.1.4 If the acceptance tests for an Aircraft are not successfully completed or there is a defect, the Seller, [***], shall give notice to the Buyer specifying such unsuccessful completion or defect. Thereafter the Seller shall, without hindrance from the Buyer, carry out any necessary changes and, as soon as practicable thereafter, resubmit the Aircraft for new acceptance tests to demonstrate the elimination of the defect, such tests to be held and carried out in accordance with Subclause 8.1, provided, however, that rather than accept a delay in Delivery of any such Aircraft, the Buyer and the Seller may agree to deliver such Aircraft with subsequent correction of the defect by the Buyer at the Seller's expense in accordance with the provisions of Clause 12 herein.

8.2 Aircraft Utilization

The Seller will, without payment or other liability, be entitled to use the Aircraft before Delivery as may be necessary to obtain the certificates required under Clause 7. Such use will not limit the Buyer's obligation to accept Delivery hereunder.

[***]

8.3 Certificate of Acceptance

When the Aircraft is Ready For Delivery, the Buyer shall forthwith give to the Seller a signed Certificate of Acceptance in the form attached as Exhibit D in respect of the relevant Aircraft. Should the Buyer fail to so deliver the said Certificate, then the Buyer shall be deemed to be in default as though it had without cause rejected Delivery of such Aircraft when duly tendered to it hereunder and shall thereafter bear all costs and expenses resulting from such delay in Delivery.

8.4 Finality of Acceptance

The Buyer's acceptance of delivery of each Aircraft shall constitute waiver by the Buyer of any right it may have under the Uniform Commercial Code as adopted by the State of New York or otherwise to revoke such acceptance for any reason, whether known or unknown to the Buyer at the time of acceptance.

9 DELIVERY

9.1 Delivery Schedule

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 quarters set forth in the table below (each, a “**Scheduled Delivery Quarter**”).

Rank	Aircraft Type	Scheduled Delivery Month or Quarter / Year	Rank	Aircraft Type	Scheduled Delivery Quarter / Year
1	A330-300	May 2015	21	***	***
2	A330-300	June 2015	22	***	***
3	A330-300	4 th Quarter 2015	23	***	***
4	A330-300	4 th Quarter 2015	24	***	***
5	A321-200	1 st Quarter 2016	25	***	***
6	A321-200	1 st Quarter 2016	26	***	***
7	A321-200	1 st Quarter 2016	27	***	***
8	A330-300	1 st Quarter 2016	28	***	***
9	A321-200	2 nd Quarter 2016	29	***	***
10	A321-200	2 nd Quarter 2016	30	***	***
11	A321-200	2 nd Quarter 2016	31	***	***
12	A321-200	2 nd Quarter 2016	32	***	***
13	A330-300	2 nd Quarter 2016	33	***	***
14	***	***	34	***	***
15	***	***	35	***	***
16	***	***	36	***	***
17	***	***	37	***	***
18	***	***	38	***	***
19	***	***	39	***	***
20	***	***	40	***	***

- 9.1.2 Not later than [***] prior to the start of the relevant quarter, the Seller shall give the Buyer notice of the anticipated month within the Scheduled Delivery Quarter during which each Aircraft shall be Ready for Delivery (the “ **Scheduled Delivery Month** ”) provided that no more than [***] shall be scheduled for Delivery pursuant to this Subclause 9.1.2 in any calendar month. Until such notice for the purpose of this Agreement, the middle month of the Scheduled Delivery Quarter shall be deemed to be the Scheduled Delivery Month.
- 9.1.3 Not later than [***] prior to the date scheduled for the acceptance tests set forth in Subclause 8.1.1 for a particular Aircraft, the Seller shall give the Buyer notice of whether it anticipates each Aircraft shall be Ready for Delivery in the first half or second half of the Scheduled Delivery Month.
- 9.1.4 Not later than [***] prior to the date scheduled for the acceptance tests set forth in Subclause 8.1.1 for a particular Aircraft, the Seller shall give the Buyer notice of the anticipated date on which each Aircraft shall be Ready for Delivery.

9.2 Title

Title to and risk of loss of and damage to the Aircraft shall pass to the Buyer upon Delivery following execution of the Certificate of Acceptance and upon payment of the Balance of the Final Contract Price for such Aircraft. The Seller shall provide the Buyer with such

appropriate documents of title as attached hereto in Exhibit E (the “ **Bill of Sale** ”) or other documents as the Buyer may reasonably request.

9.3 Overdue Payment or Flyaway

In the event that:

- (i) the Delivery of and payment of the Final Contract Price for the Aircraft is delayed more than [***] after the firm delivery date established pursuant to Subclause 9.1 due to the fault of the Buyer, or
- (ii) within [***] Delivery of the Aircraft the Buyer has failed to remove such Aircraft from the place of Delivery for whatever reason (except for reasons attributable to the Seller),

then the Buyer shall [***] reimburse the Seller for all reasonable costs and expenses (including, without limitation, costs and expenses attributable to storage, preservation and protection, insurance and taxes) actually sustained by the Seller and resulting from any such delay or failure. Such reimbursement shall be in addition to any other rights that the Seller may have as a result of any such delay or failure.

9.4 Flyaway

9.4.1 The Buyer and the Seller will cooperate to obtain any licenses that may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft.

9.4.2 All expenses of, or connected with, flying the Aircraft from the Delivery Location after Delivery will be borne by the Buyer. The Buyer will make direct arrangements with the supplying companies for the fuel and oil required for all post-Delivery flights.

10 EXCUSABLE DELAY AND TOTAL LOSS

10.1 Scope of Excusable Delay

Neither the Seller nor any Affiliate of the Seller, will be responsible for or be deemed to be in default on account of delays in delivery of the Aircraft or failure to deliver or otherwise in the performance of this Agreement or any part hereof due to causes beyond the Seller's, or any Affiliate's control or not occasioned by the Seller's, fault or negligence (" **Excusable Delay** "), including, but not limited to: (i) acts of God or the public enemy, natural disasters, fires, floods, storms beyond ordinary strength, explosions or earthquakes; epidemics or quarantine restrictions; serious accidents; any law, decision, regulation, directive or other act (whether or not having the force of law) of any government or of the Council of the European Community or the Commission of the European Community or of any national, Federal, State, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, domestic or foreign; governmental priorities, regulations or orders affecting allocation of materials, facilities or a completed Aircraft; war, civil war or warlike operations, terrorism, insurrection or riots; failure of transportation; strikes or

labor troubles causing cessation, slow down or interruption of work; [***]; inability after due and timely diligence to procure materials, accessories, equipment or parts; general hindrance in transportation; or failure of a subcontractor or supplier to furnish materials, components, accessories, equipment or parts; (ii) any delay caused directly or indirectly by the action or inaction of the Buyer; and (iii) delay in delivery or otherwise in the performance of this Agreement by the Seller due in whole or in part to any delay in or failure of the delivery of, or any other event or circumstance relating to, [***].

10.2 Consequences of Excusable Delay

10.2.1 If an Excusable Delay occurs:

- (i) the Seller will notify the Buyer of such Excusable Delay as soon as practicable after becoming aware of the same;
- (ii) the Seller will not be responsible for any damages arising from or in connection with such Excusable Delay suffered or incurred by the Buyer;
- (iii) the Seller will not be deemed to be in default in the performance of its obligations hereunder as a result of such Excusable Delay;
- (iv) the Seller will as soon as practicable after the removal of the cause of such delay resume performance of its obligations under this Agreement and in particular will notify the Buyer of the revised Scheduled Delivery Month.

10.3 Termination on Excusable Delay

10.3.1 If any Delivery is delayed as a result of an Excusable Delay for a period of more than [***] after the last day of the Scheduled Delivery Month, then [***] may terminate this Agreement with respect to the affected Aircraft, by giving written notice to the [***] within [***] after the expiration of such [***]. However, the Buyer will not be entitled to terminate this Agreement pursuant to this Subclause 10.3.1 if the Excusable Delay is caused directly or indirectly by the action or inaction of the Buyer.

10.3.2 If the Seller advises the Buyer in its notice of a revised Scheduled Delivery Month pursuant to Subclause 10.2.1(iv) that there will be a delay in Delivery of an Aircraft of more than [***] after the last day of the Scheduled Delivery Month, then [***] may terminate this Agreement with respect to the affected Aircraft. Termination will be made by giving written notice to the [***] within [***] after the Buyer's receipt of the notice of a revised Scheduled Delivery Month.

10.3.3 If this Agreement is not terminated under the terms of Subclause 10.3.1 or 10.3.2, then the Seller will be entitled to reschedule Delivery. The Seller will notify the Buyer of the new Scheduled Delivery Month after [***] referred to in Subclause 10.3.1 or 10.3.2, and this new Scheduled Delivery Month will be deemed to be an amendment to the applicable Scheduled Delivery Month in Subclause 9.1.

10.4 Total Loss, Destruction or Damage

If, prior to Delivery, any Aircraft is lost, destroyed or in the reasonable opinion of the Seller is damaged beyond economic repair (“**Total Loss**”), the Seller will notify the Buyer to this effect within [***] of such occurrence. The Seller will include in said notification (or as soon after the issue of the notice as such information becomes available to the Seller) the earliest date consistent with the Seller's other commitments and production capabilities that an aircraft to replace the Aircraft may be delivered to the Buyer and the Scheduled Delivery Month will be extended as specified in the Seller's notice to accommodate the delivery of the replacement aircraft; provided, however, that if the Scheduled Delivery Month is extended to a month that is later than [***] after the last day of the original Scheduled Delivery Month then this Agreement will terminate with respect to said Aircraft unless:

- (i) the Buyer notifies the Seller within [***] of the date of receipt of the Seller's notice that it desires the Seller to provide a replacement aircraft during the month quoted in the Seller's notice; and
- (ii) the parties execute an amendment to this Agreement recording the change in the Scheduled Delivery Month.

Nothing herein will require the Seller to manufacture and deliver a replacement aircraft if such manufacture [***].

10.5 Termination Rights Exclusive

If this Agreement is terminated as provided for under the terms of Subclauses 10.3 or 10.4, such termination will discharge all obligations and liabilities of the parties hereunder with respect to such affected Aircraft and undelivered material, services, data or other items applicable thereto and to be furnished under the Agreement.

10.6 Remedies

THIS CLAUSE 10 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 11, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 10 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 10 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

11 INEXCUSABLE DELAY

11.1 Liquidated Damages

Should an Aircraft not be Ready for Delivery within [***] after the last day of the Scheduled Delivery Month (as such month may be changed pursuant to Clauses 2, 7 and/or 10) (the “**Delivery Period**”) and such delay is not as a result of an Excusable Delay or Total Loss, then such delay will be termed an “**Inexcusable Delay**.” In the event of an Inexcusable Delay, the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [***].

[***]

The Buyer's right to liquidated damages in respect of an Aircraft is conditioned on the Buyer's submitting a written claim for liquidated damages to the Seller not later than [***] after the last day of the Scheduled Delivery Month.

11.2 Renegotiation

If, as a result of an Inexcusable Delay, the Delivery does not occur within [***] after the last day of the Delivery Period the Buyer will have the right, exercisable by written notice to the Seller given between [***] and [***] after lapse of such [***], to require from the Seller a renegotiation of the Scheduled Delivery Month for the affected Aircraft. Unless otherwise agreed between the Seller and the Buyer during such renegotiation, the said renegotiation will not prejudice the Buyer's right to receive liquidated damages in accordance with Subclause 11.1.

11.3 Termination

If, as a result of an Inexcusable Delay, the Delivery does not occur within [***] after the last day of the Delivery Period and the parties have not renegotiated the Delivery Date pursuant to Subclause 11.2, then both parties will have the right exercisable by written notice to the other party, given between [***] and [***] after the lapse of such [***], to terminate this Agreement in respect of the affected Aircraft. In the event of termination, neither party will have any claim against the other, [***].

11.4 Remedies

THIS CLAUSE 11 SETS FORTH THE SOLE AND EXCLUSIVE 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 TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL 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 BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

12 WARRANTIES AND SERVICE LIFE POLICY

12.1 Standard Warranty

12.1.1 Nature of Warranty

Subject to the limitations and conditions as hereinafter provided, and except as provided in Subclause 12.1.2, the Seller warrants to the Buyer that each Aircraft and each Warranted Part shall at the time of delivery to the Buyer:

- (i) be free from defects in material,
- (ii) be free from defects in workmanship, including, without limitation, processes of manufacture,
- (iii) be free from defects in design (including, without limitation, selection of materials) having regard to the state of the art at the date of such design, and
- (iv) be free from defects arising from failure to conform to the Specification, except as to those portions of the Specification relating to performance or where it is expressly stated that such portions of the Specification are estimates or approximations or design aims.

For the purposes of the Agreement, the term “ **Warranted Part** ” shall mean any Seller proprietary component, equipment, accessory or part that is installed on an Aircraft at the time of delivery of such Aircraft and that (a) is manufactured to the detail design of the Seller or a subcontractor of it and (b) bears a part number of the Seller at the time of such delivery.

12.1.2 Exceptions

The warranties set forth in Subclause 12.1.1 shall not apply to Buyer Furnished Equipment, nor to the engine and its associated parts, nor to any component, accessory, equipment or part purchased by the Buyer that is not a Warranted Part, provided, however, that:

- (i) any defect in the Seller’s workmanship in respect of the installation of such items in the Aircraft, including any failure by the Seller to conform to the installation instructions of the manufacturers of such items that invalidates any applicable warranty from such manufacturers, shall constitute a defect in workmanship for the purpose of this Subclause 12.1 and be covered by the warranty set forth in Subclause 12.1.1(ii), and
- (ii) any defect inherent in the Seller’s design of the installation, in view of the state of the art at the date of such design, that impairs the use of such items shall constitute

a defect in design for the purposes of this Subclause 12.1 and be covered by the warranty set forth in Subclause 12.1.1(iii).

12.1.3 Warranty Period

The warranties described in Subclauses 12.1.1 and 12.1.2 hereinabove shall be limited to those defects that become apparent within [***] after delivery of the affected Aircraft.

12.1.4 Buyer's Remedy and Seller's Obligation

12.1.4.1 The Buyer's remedy and the Seller's obligation and liability under Subclauses 12.1.1 and 12.1.2 hereinabove are limited to, at the Seller's expense and option, the repair, replacement or correction of, or the supply of modification kits rectifying the defect to, any defective Warranted Part. Alternatively, the Seller may at its sole option furnish a credit to the Buyer for the future purchase of Material equal to the price at which the Buyer is then entitled to acquire a replacement for the defective Warranted Part. Nothing herein contained shall obligate the Seller to correct any failure to conform to the Specification with respect to components, equipment, accessories or parts that the parties agree in writing at the time of delivery of the affected Aircraft are acceptable deviations or have no material adverse effect on the use, operation or performance of an Aircraft.

12.1.4.2 In the event a defect covered by Subclause 12.1.1(iii) becomes apparent within the applicable period set forth in Subclause 12.1.3, and the Seller is obligated to correct such defect, the Seller shall also, if so requested by the Buyer in writing, make such correction in any Aircraft that has not already been delivered to the Buyer. However, the Seller shall not be responsible nor deemed to be in default on account of any delay in delivery of any Aircraft or otherwise, in respect of performance of the Agreement, due to the Seller's undertaking to make such correction and, rather than accept a delay in delivery of any such Aircraft, the Buyer and the Seller may agree to deliver such Aircraft with subsequent correction of the defect by the Buyer at the Seller's expense, or the Buyer may elect to accept delivery and thereafter file a Warranty Claim as though the defect had become apparent immediately after delivery of such Aircraft.

12.1.5 Warranty Claim Requirements

The Buyer's remedy and the Seller's obligation and liability under this Subclause 12.1, with respect to each claimed defect, are subject to the following conditions precedent:

- (i) the existence of a defect covered by the provisions of this Subclause 12.1,
- (ii) the defect's having become apparent within the applicable warranty period, as set forth in Subclause 12.1.3,
- (iii) the Buyer's having submitted to the Seller proof reasonably satisfactory to the Seller that the claimed defect is due to a matter embraced within this Subclause 12.1, and that such defect did not result from any act or omission of the Buyer, including, but not limited to, any failure to operate and maintain the affected Aircraft or part thereof

in accordance with the standards or any matter set forth or covered in Subclause 12.1.10,

- (iv) the Buyer's having returned as soon as reasonably practicable the Warranted Part claimed to be defective to such repair facilities as may be designated by the Seller, except where the Buyer elects to repair a defective Warranted Part in accordance with the provisions of Subclause 12.1.7, and
- (v) the Seller's having received a Warranty Claim fulfilling the conditions of and in accordance with the provisions of Subclause 12.1.6 below.

12.1.6 Warranty Administration

The warranties set forth in Subclause 12.1 shall be administered as hereinafter provided:

(i) Claim Determination

Warranty Claim determination by the Seller shall be reasonably based upon the claim details, reports from the Seller's regional representative, historical data logs, inspections, tests, findings during repair, defect analysis and other suitable documents and information.

(ii) Transportation and Insurance Costs

Transportation and insurance costs (including all applicable duties) for sending a defective Warranted Part to the facilities designated by the Seller [***].

(iii) Return of an Aircraft

In the event that the Buyer desires to return an Aircraft to the Seller for consideration of a Warranty Claim, [***].

(iv) On-Aircraft Work by the Seller

In the event that a defect necessitates the dispatch by the Seller of a working team to repair or correct such defect at the Buyer's facilities, or in the event that the Seller accepts the return of an Aircraft to perform or have performed such repair or correction, then all related expenses incurred in performing such repair or correction [***].

Any work performed by the Seller to rectify defects, which if performed by the Buyer would not be eligible for a warranty credit under the terms of Subclause 12.1.7(v), [***]. [***]

The Seller shall perform on-Aircraft work, subject to either of the following conditions being met:

- (a) [***], such work must require the technical expertise of the Seller, or
- (b) both of
 - (i) [***], and
 - (ii) [***]

If the Seller is requested to perform the work, the Seller and the Buyer shall agree on a schedule and place for the work to be performed.

(v) Warranty Claim Substantiation

In connection with each claim by the Buyer under this Subclause 12.1, the Buyer shall file a claim on the Buyer's form (" **Warranty Claim** ") within sixty (60) days after such defect becomes apparent. Such form must contain at least the following (to the extent such data is available):

- (a) description of defect and action taken, if any,
- (b) date of incident and/or of removal,
- (c) description of the defective part,
- (d) part number,
- (e) serial number (if applicable),
- (f) position on Aircraft,
- (g) total flying hours or calendar times, as applicable, at the date of appearance of a defect,
- (h) time since last shop visit at the date of defect appearance,
- (i) Manufacturer's serial number of the Aircraft and/or its registration number,
- (j) Aircraft total flying hours and/or number of landings at the date of defect appearance,
- (k) claim number,
- (l) date of claim, and
- (m) date of delivery of an Aircraft or part to the Buyer.

and in the case of a Warranty Claim under Subclause 12.1.7, the additional data required under Subclause 12.1.7(iv).

Claims are to be addressed as follows:

Airbus Customer Services Directorate
Warranty Administration
Rond-Point Maurice Bellonte
B.P. 33
F-31707 Blagnac Cedex
FRANCE

or any other address of which the Seller provides three (3) Working Days notice to the Buyer.

[***]

(vi) Replacements

Replacements made pursuant to this Subclause 12.1 shall be made within the lead time defined in the Seller's Spare Parts Price Catalog. Replaced components, equipment, accessories or parts shall become the Seller's property.

Title to and risk of loss of any Aircraft, component, accessory, equipment or part returned by the Buyer to the Seller shall at all times remain with the Buyer, except that (i) when the Seller has possession of a returned Aircraft, component, accessory, equipment or part to which the Buyer has title, the Seller shall have such responsibility therefor as is chargeable by law to a bailee for hire, but the Seller shall not be liable for loss of use, and (ii) title to and risk of loss of a returned component, accessory, equipment or part shall pass to the Seller upon shipment by the Seller to the Buyer of any item furnished by the Seller to the Buyer as a replacement therefor. Upon the Seller's shipment to the Buyer of any replacement component, accessory, equipment or part provided by the Seller pursuant to this Subclause 12.1, title to and risk of loss of such component, accessory, equipment or part shall pass to the Buyer.

(vii) Rejection

The Seller shall provide reasonable written substantiation in case of rejection of a claim. [***]

(viii) Inspection

The Seller shall have the right to inspect the affected Aircraft and documents and other records relating thereto in the event of any claim under this Subclause 12.1.

12.1.7 In-house Warranty

(i) Authorization

The Buyer is hereby authorized to perform the repair of Warranted Parts, subject to the terms of this Subclause 12.1.7 (“**In-house Warranty**”). The Buyer shall notify the Seller’s representative of its decision to perform any in-house repairs before such repairs are commenced, unless it is not practical to do so, in which case the Buyer shall notify the Seller of the in-house repair as soon as reasonably practicable.

(ii) Conditions of Authorization

The Buyer shall be entitled to the benefits under this Subclause 12.1.7 for repair of Warranted Parts:

- (a) only if adequate facilities and qualified personnel are available to the Buyer,
- (b) in accordance with the Seller’s written instructions set forth in documents such as the Aircraft Maintenance Manual, Component Maintenance Manual (Manufacturer), Component Maintenance Manual (Vendor) and Structural Repair Manual, and
- (c) only to the extent specified by the Seller, or, in the absence of such specification, to the extent reasonably necessary to correct the defect, in accordance with the standards set forth in Subclause 12.1.10.

(iii) Seller’s Rights

The Seller shall have the right, provided that no unreasonable delay shall result, to have any Warranted Part, or any part removed therefrom, which is claimed to be defective, returned to the Seller, as set forth in Subclause 12.1.6(ii), if, in the reasonable judgment of the Seller, the nature of the defect requires technical investigation.

The Seller shall further have the right, provided that no unreasonable delay shall result, to have a representative present during the disassembly, inspection and testing of any Warranted Part claimed to be defective.

(iv) In-house Warranty Claim Substantiation

Claims for In-house Warranty credit shall be filed within the time period set forth in and shall contain the same information required in, Warranty Claims under Subclause 12.1.6(v) and in addition shall include:

- (a) a report of technical findings with respect to the defect,

(b) for parts required to remedy the defect:

- part numbers,
- serial numbers (if applicable),
- description of the parts,
- quantity of parts,
- unit price of parts,
- total price of parts,
- related Seller's or third party's invoices (if applicable),

(c) detailed number of labor hours,

(d) agreed In-house Warranty Labor Rate (defined below in Subclause 12.1.7(v)(a)), and

(e) total claim value.

(v) Credit

The Buyer's sole remedy, and the Seller's sole obligation and liability, in respect of In-house Warranty claims, shall be a credit to the Buyer's account in U.S. Dollars. The credit to the Buyer's account shall be equal to the direct labor cost expended in performing a repair and to the direct cost of materials incorporated in the repair. Such costs shall be determined as set forth below.

(a) To determine direct labor costs, only man hours spent [***] of the Warranted Part alone shall be counted. Man hours required for maintenance work concurrently being carried out on the Aircraft or Warranted Part shall not be included.

The man hours counted as set forth above shall be multiplied by an agreed labor rate representing [***] of the Buyer's composite average hourly labor rate (excluding all fringe benefits, premium time allowances, social security charges, business taxes and similar items) paid to the Buyer's employees whose jobs are directly related to the performance of the repair (the "**In-house Warranty Labor Rate**").

(b) Direct material costs are determined by the prices at which the Buyer acquired such material, excluding any parts and materials used for overhaul and furnished free of charge by the Seller.

(vi) Limitation on Credit

The Buyer shall in no event be credited for repair costs (including labor and material) for any Warranted Part exceeding [***] of the Seller's then current catalog price for a replacement of such defective Warranted Part.

Such cost shall be substantiated in writing by the Seller upon reasonable request by the Buyer.

(vii) Scrapped Material

The Buyer shall retain any Warranted Part defective beyond economic repair and any defective part removed from a Warranted Part during repair until the earlier of [***] after submission of a claim for In-house Warranty credit relating thereto or the Seller's written advice to the Buyer that such Warranted Part should be scrapped. Such parts shall be returned to the Seller within [***] of receipt of the Seller's request to that effect.

Notwithstanding the foregoing, the Buyer may, with the agreement of the Seller's Field Representative, scrap any such defective parts that are beyond economic repair and not required for technical evaluation.

[***]

(viii) LIMITATIONS ON LIABILITY OF SELLER

THE SELLER SHALL NOT BE LIABLE FOR ANY RIGHT, CLAIM OR REMEDY, AND THE BUYER SHALL INDEMNIFY THE SELLER AGAINST THE CLAIMS OF ANY THIRD PARTIES FOR ANY DEFECT, NONCONFORMANCE OR PROBLEM OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY REPAIR OF WARRANTED PARTS OR ANY OTHER ACTIONS UNDERTAKEN BY THE BUYER UNDER THIS SUBCLAUSE 12.1.7 WHICH WAS NOT IN COMPLIANCE WITH THE TERMS THEREOF, INCLUDING BUT NOT LIMITED TO: (I) LIABILITY IN CONTRACT OR TORT, (II) LIABILITY ARISING FROM THE BUYER'S ACTUAL OR IMPUTED NEGLIGENCE, INTENTIONAL TORTS AND/OR STRICT LIABILITY, AND/OR (III) LIABILITY TO ANY THIRD PARTIES.

12.1.8 Standard Warranty Transferability

The warranties provided for in this Subclause 12.1 for any Warranted Part shall accrue to the benefit of any airline in revenue service other than the Buyer, if the Warranted Part enters into the possession of any such airline as a result of a pooling or leasing agreement between such airline and the Buyer or upon the Buyer's sale of the Aircraft to any such airline in accordance with Subclause 19.3, in accordance with the terms and subject to the limitations and exclusions of the foregoing warranties and to applicable laws or regulations.

12.1.9 Warranty for Corrected, Replacement or Repaired Warranted Parts

Whenever any Warranted Part that contains a defect for which the Seller is liable under Subclause 12.1 has been corrected, repaired or replaced pursuant to the terms of this Clause 12, the period of the Seller's warranty with respect to such corrected, repaired or replacement Warranted Part, whichever may be the case, shall be the remaining portion of the original warranty in respect of such corrected, repaired or replacement Warranted Part. In the event that a defect is attributable to a defective repair or replacement by the Buyer, a Warranty Claim with respect to such defect shall not be allowable, notwithstanding any subsequent correction or repairs, and shall immediately terminate the remaining warranties under this Subclause 12.1 in respect of the affected Warranted Part.

12.1.10 Good Airline Operation - Normal Wear and Tear

The Buyer's rights under this Subclause 12.1 are subject to the Aircraft and each component, equipment, accessory and part thereof being maintained, overhauled, repaired and operated in accordance with good commercial airline practice [***] technical documentation and maintenance recommendations of the Seller, the Suppliers or the manufacturer of the Propulsion System and its associated parts and all applicable rules, regulations and directives of the FAA.

The Seller's liability under this Subclause 12.1 shall not extend to normal wear and tear nor to:

- (i) any Aircraft or component, equipment, accessory or part thereof that has been repaired, altered or modified after delivery by a party other than the Seller or in a manner other than that set forth in Subclause 12.1.7 or otherwise approved by the Seller;
- (ii) any Aircraft or component, equipment, accessory or part thereof that has been operated in a damaged state; or
- (iii) any component, equipment, accessory or part from which the trademark, trade name, part or serial number or other identification marks have been removed.

[***]

12.2. Seller Service Life Policy

In addition to the warranties set forth in Subclause 12.1 above, the Seller further agrees that should a Failure (as defined below) occur in any Item (as defined below), then, subject to the general conditions and limitations set forth in Subclause 12.2.4 below, the provisions of this Subclause 12.2 shall apply.

12.2.1 Definitions

For the purposes of this Subclause 12.2, the following definitions shall apply:

12.2.1.1 “**Item**” means any of the Seller components, equipment, accessories or parts listed in Exhibit F hereto which are installed on an Aircraft at any time during the period of effectiveness of the Service Life Policy as defined below in Subclause 12.2.2.

12.2.1.2 “**Failure**” means any breakage of, or defect in, an Item that has occurred, that can reasonably be expected to occur on a repetitive or fleetwide basis, and that materially impairs the utility or safety of the Item, [***].

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:

12.2.2.1 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,

12.2.2.2 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:

[***]

[***]

[***],

[***],

[***],

[***].

12.2.4 General Conditions and Limitations

12.2.4.1 Notwithstanding Subclause 12.2.3, the undertakings given in this Subclause 12.2 shall not be valid during the period applicable to an Item under Subclause 12.1.

12.2.4.2The Buyer's remedy and the Seller's obligation and liability under this Service Life Policy are subject to compliance by the Buyer with the following conditions precedent:

- (i) The Buyer shall maintain log books and other historical records with respect to each Item adequate to enable determination as to whether the alleged Failure is covered by this Service Life Policy and, if so, to define the portion of the cost to be borne by the Seller in accordance with Subclause 12.2.3 above.
- (ii) The Buyer shall keep the Seller informed of any significant incidents relating to an Aircraft, howsoever occurring or recorded, if the failure to so inform the Seller materially prejudices the Seller's position.
- (iii) The conditions of Subclause 12.1.10 shall have been complied with.
- (iv) The Buyer shall carry out specific structural inspection programs for monitoring purposes as may be established from time to time by the Seller. Such programs shall be, to the extent possible, compatible with the Buyer's operational requirements and shall be carried out at the Buyer's expense. Reports relating thereto shall be regularly furnished to the Seller.
- (v) In the case of any breakage or defect, the Buyer shall report the same in writing to the Seller within [***] after any breakage or defect in an Item becomes apparent, whether or not said breakage or defect can reasonably be expected to occur in any other Aircraft, and the Buyer shall inform the Seller in sufficient detail about the breakage or defect to enable the Seller to determine whether said breakage or defect is subject to this Service Life Policy.

12.2.4.3Except as otherwise provided in this Subclause 12.2, any claim under this Service Life Policy shall be administered as provided in, and shall be subject to the terms and conditions of, Subclause 12.1.6.

12.2.4.4In the event that the Seller shall have issued a modification applicable to an Aircraft, the purpose of which is to avoid a Failure, the Seller may elect to offer to supply to the Buyer the necessary modification kit free of charge or under a pro rata formula established by mutual agreement between the Buyer and the Seller. If such a kit is so offered to the Buyer, then, in respect of such Failure and any Failures that could ensue therefrom, the validity of the Seller's commitment under this Subclause 12.2 shall be subject to the Buyer's incorporating such modification in the relevant Aircraft, within a reasonable time, as promulgated by the Seller and in accordance with the Seller's instructions.

12.2.4.5THIS SERVICE LIFE POLICY IS NEITHER A WARRANTY, PERFORMANCE GUARANTEE, NOR AN AGREEMENT TO MODIFY ANY AIRCRAFT OR AIRFRAME COMPONENTS TO CONFORM TO NEW DEVELOPMENTS OCCURRING IN THE STATE OF AIRFRAME DESIGN AND MANUFACTURING ART. THE SELLER'S OBLIGATION UNDER THIS SUBCLAUSE 12.2 IS TO MAKE ONLY THOSE CORRECTIONS TO THE ITEMS OR FURNISH REPLACEMENTS THEREFOR AS PROVIDED IN THIS SUBCLAUSE 12.2. THE BUYER'S SOLE REMEDY AND RELIEF

FOR THE NONPERFORMANCE OF ANY OBLIGATION OR LIABILITY OF THE SELLER ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY SHALL BE IN MONETARY DAMAGES, LIMITED TO THE AMOUNT THE BUYER REASONABLY EXPENDS IN PROCURING A CORRECTION OR REPLACEMENT FOR ANY ITEM THAT IS THE SUBJECT OF A FAILURE COVERED BY THIS SERVICE LIFE POLICY AND TO WHICH SUCH NONPERFORMANCE IS RELATED, LESS THE AMOUNT THAT THE BUYER OTHERWISE WOULD HAVE BEEN REQUIRED TO PAY UNDER THIS SUBCLAUSE 12.2 IN RESPECT OF SUCH CORRECTED OR REPLACEMENT ITEM. WITHOUT LIMITING THE EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN SUBCLAUSE 12.5, THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL CLAIMS TO ANY FURTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES, ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY.

12.2.5 Transferability

Except as provided in Subclause 19.3, the Buyer's rights under this Subclause 12.2 shall not be assigned, sold, leased, transferred or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent.

Any unauthorized assignment, sale, lease, transfer or other alienation of the Buyer's rights under this Service Life Policy shall, as to the particular Aircraft involved, immediately void this Service Life Policy in its entirety.

12.3 Supplier Warranties

12.3.1 Seller's Support

Prior to delivery of the first Aircraft under the Agreement, the Seller shall obtain from all Suppliers listed in the Supplier Product Support Agreements enforceable and transferable warranties and indemnities against patent infringements for all of the components, equipment, accessories and parts of the Suppliers that are installed in an Aircraft at the time of delivery thereof ("**Supplier Parts**"), it being understood that the term "Supplier Parts" shall not include the Propulsion System, Buyer Furnished Equipment or other equipment selected by the Buyer to be supplied by Suppliers with whom the Seller has no existing enforceable warranty agreements. The Seller shall also obtain enforceable and transferable Supplier service life policies from landing gear Suppliers for structural landing gear elements. The Seller undertakes to supply to the Buyer such Supplier warranties, Supplier service life policies and indemnities against patent infringements substantially in the form summarized in the Supplier Product Support Agreements.

12.3.2 Supplier's Default

12.3.2.1 In the event that any Supplier under any standard warranty or indemnity against patent infringements obtained by the Seller pursuant to Subclause 12.3.1 or Clause 13 hereof

defaults in the performance of any material obligation under such warranty or indemnity against patent infringements with respect to a Supplier Part, and the Buyer submits within a reasonable time to the Seller reasonable proof that such default has occurred, then Subclause 12.1 or Clause 13 of the Agreement shall apply to the extent the same would have been applicable had such Supplier Part been a Warranted Part except that, for obligations covered under Subclause 12.1, the shorter of (i) the Supplier's warranty period as indicated in the Supplier Product Support Agreements and (ii) the Seller's warranty period as indicated in Subclause 12.1.3 of the Agreement shall apply.

12.3.2.2 In the event that any Supplier under any Supplier service life policy obtained by the Seller pursuant to Subclause 12.3.1 hereof defaults in the performance of any material obligation with respect thereto, and the Buyer submits within reasonable time to the Seller reasonable proof that such default has occurred, then Subclause 12.2 of the Agreement shall apply to the extent the same would have been applicable had such component, equipment, accessory or part been listed in Exhibit F hereto.

12.3.2.3 At the Seller's request, the Buyer shall assign to the Seller, and the Seller shall be subrogated to, all of the Buyer's rights against the relevant Supplier, with respect to and arising by reason of such default and the Buyer shall provide reasonable assistance to enable the Seller to enforce the rights so assigned.

12.4 Interface Commitment

12.4.1 Interface Problem

If the Buyer experiences any technical problem in the operation of an Aircraft or its systems due to a malfunction (including any unexplainable occurrence), the cause of which, after due and reasonable investigation, is not readily identifiable by the Buyer, but which the Buyer reasonably believes to be attributable to the design characteristics of one or more components of the Aircraft (an "**Interface Problem**"), the Seller shall, if requested by the Buyer, and without additional charge to the Buyer, except for transportation of the Seller's personnel to the Buyer's facilities, promptly conduct or have conducted an investigation and analysis of such problem to determine, if possible, the cause or causes of the problem and to recommend such corrective action as may be feasible, provided, however, that if the Seller determines, after such due and reasonable investigation, that the Interface Problem was due to or caused by any default by the Buyer in performance of its obligations hereunder, the Buyer shall pay to the Seller all reasonable costs and expenses incurred by the Seller during such investigation. The Buyer shall furnish to the Seller all data and information in the Buyer's possession relevant to the Interface Problem and shall cooperate with the Seller in the conduct of the Seller's investigations and such tests as may be required.

At the conclusion of such investigation the Seller shall promptly advise the Buyer in writing of the Seller's opinion as to the cause or causes of the Interface Problem and the Seller's recommendations as to corrective action.

12.4.2 Seller's Responsibility

If the Seller determines that the Interface Problem is primarily attributable to the design of a Warranted Part, the Seller shall, if requested by the Buyer, correct the design of such Warranted Part, pursuant to the terms and conditions of Subclause 12.1.

12.4.3 Supplier's Responsibility

If the Seller determines that the Interface Problem is primarily attributable to the design of a component, equipment, accessory or part other than a Warranted Part (“ **Supplier Component** ”), the Seller shall, if requested by the Buyer, reasonably assist the Buyer in processing any warranty claim the Buyer may have against the manufacturer of such Supplier Component.

12.4.4 Joint Responsibility

If the Seller determines that the Interface Problem is attributable partially to the design of a Warranted Part and partially to the design of any Supplier Component, the Seller shall, if requested by the Buyer, seek a solution to the Interface Problem through cooperative efforts of the Seller and any Supplier involved. The Seller shall promptly advise the Buyer of such corrective action as may be proposed by the Seller and any such Supplier. Such proposal shall be consistent with any then existing obligations of the Seller hereunder and of any such Supplier to the Buyer. Such corrective action, when reasonably accepted by the Buyer, shall constitute full satisfaction of any claim the Buyer may have against either the Seller or any such Supplier with respect to such Interface Problem.

12.4.5 General

12.4.5.1 All requests under this Subclause 12.4 shall be directed both to the Seller and the affected Suppliers.

12.4.5.2 Except as specifically set forth in this Subclause 12.4, this Subclause 12.4 shall not be deemed to impose on the Seller any obligations not expressly set forth elsewhere in the Agreement.

12.4.5.3 All reports, recommendations, data and other documents furnished by the Seller to the Buyer pursuant to this Subclause 12.4 shall be deemed to be delivered under the Agreement and shall be subject to the terms, covenants and conditions set forth in this Clause 12 and in Subclause 22.7.

12.5 EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY

THIS CLAUSE 12 (INCLUDING ITS SUBPROVISIONS) SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY

KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART OR SERVICE DELIVERED UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS CLAUSE 12 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE GOODS AND SERVICES SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART OR SERVICE DELIVERED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
- (2) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (3) ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;
- (4) ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;
- (5) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
- (6) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;
- (7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:
 - (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;
 - (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;

- (c) LOSS OF PROFITS AND/OR REVENUES;
- (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES AND SERVICE LIFE POLICY PROVIDED BY THIS AGREEMENT SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS CLAUSE 12 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS CLAUSE 12 SHALL REMAIN IN FULL FORCE AND EFFECT.

12.6 Duplicate Remedies

The remedies provided to the Buyer under this Clause 12 as to any defect in respect of the Aircraft or any part thereof are mutually exclusive and not cumulative. [***]

12.7 Negotiated Agreement

The Buyer and the Seller agree that this Clause 12 has been the subject of discussion and negotiation and is fully understood by the parties and that the price of the Aircraft and the other mutual agreements of the parties set forth in this Agreement were arrived at in consideration of, inter alia, the provisions of this Clause 12, specifically including the Exclusivity of Warranties and General Limitations of Liability provisions and the Duplicate Remedies provisions set forth in Subclause 12.5 and following Subclause 12.6.

13 PATENT INDEMNITY

13.1 Scope

Subject to the terms, conditions, limitations and restrictions (including, but not limited to, the Exclusivity of Warranties and Duplicate Remedies provisions) as hereinafter set out, and that the same are in full force and effect and have not been amended, the Seller shall indemnify the Buyer from and against any damages, costs and expenses including reasonable legal costs (excluding damages, costs, expenses, loss of profits and other liabilities in respect of or resulting from loss of use of any Aircraft) in case of any actual or alleged infringement by any Aircraft or any Warranted Part or the use thereof of:

- (i) any British, French, German, Spanish or US patent, or
- (ii) any patent issued under the laws of any other country in which the Buyer may lawfully operate the Aircraft, provided that:
 - (a) from the time of design of such Aircraft, accessory, equipment or part and until infringement claims are resolved, such country and the flag country of the Aircraft is each a party to the Chicago Convention on International Civil

Aviation of December 7, 1944, and is fully entitled to all benefits of Article 27 thereof, or in the alternative,

- (b) from such time of design and until infringement claims are resolved, such country and the flag country of the Aircraft is each a party to the International Convention for the Protection of Industrial Property of March 20, 1883 (known as the “ **Paris Convention**”).

The Seller’s undertaking under this Clause 13 shall not apply to (i) Buyer Furnished Equipment or Propulsion Systems, (ii) components, accessories, equipment or parts which are not Warranted Parts or not supplied pursuant to a Supplier Product Support Agreement, or (iii) software not developed or created by the Seller.

13.2 Seller’s Action

Should the Buyer be enjoined from using any part of an Aircraft by reason of infringement of a patent covered by Subclause 13.1, the Seller shall, at its option and expense, either (i) procure for the Buyer the right to use such part free of any liability for patent infringement or (ii) as soon as possible replace such part with a noninfringing substitute otherwise complying with the requirements of this Agreement.

13.3 Seller’s Obligation

The Seller’s obligation hereunder with respect to any actual or alleged infringement is conditioned upon commencement of suit against the Buyer for infringement or the Buyer’s receipt of a written claim alleging infringement, and upon written notice by the Buyer to the Seller within [***] after receipt by the Buyer of notice of the institution of such suit or receipt of such claim, giving particulars thereof. The Seller shall have the option but not the obligation at any time to conduct negotiations with the party or parties charging infringement and may intervene in any claim or suit commenced. Whether or not the Seller intervenes in any such claim or suit, it shall be entitled at any stage of the proceedings to assume, conduct or control the defense or settlement thereof.

The Seller’s obligation hereunder with respect to any actual or alleged infringement is also conditioned upon (i) the Buyer’s promptly furnishing to the Seller all the data, papers, records and other assistance within the control of the Buyer material to the resistance of or defense against any such charge or suits for infringement, (ii) the Buyer’s use of diligent efforts in full cooperation with the Seller to reduce royalties, damages, costs and expenses involved, (iii) the Seller’s prior approval of the Buyer’s payment, assumption or admission of any liabilities, expenses, costs or royalties for which the Seller is asked to respond and (iv) the Buyer’s not otherwise acting in a manner prejudicial to its or the Seller’s defense of the action. The Buyer also agrees to co-operate with, and render assistance to, the Seller as may be pertinent to the defense or denial of the suit or claim.

13.4 WAIVER

The Seller's liability hereunder shall be conditional upon the timely compliance by the Buyer with the terms of this Clause 13 and is in lieu of any other liability to the Buyer express or implied which the Seller might incur at law as a result of any infringement or claim of infringement of any patent or copyright.

THE INDEMNITY PROVIDED IN THIS CLAUSE 13 AND THE OBLIGATIONS AND LIABILITIES OF THE SELLER UNDER THIS CLAUSE 13 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES ON THE PART OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM OR WITH RESPECT TO LOSS OF USE OR REVENUE OR CONSEQUENTIAL DAMAGES), WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT OR INFRINGEMENT BY ANY AIRCRAFT, ACCESSORY, EQUIPMENT, SOFTWARE OR PART, OR THE USE OR SALE THEREOF, PROVIDED THAT, IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD UNLAWFUL OR OTHERWISE INEFFECTIVE, THE REMAINDER OF THIS SUBCLAUSE 13.4 SHALL REMAIN IN FULL FORCE AND EFFECT. THIS PATENT INDEMNITY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER.

14 TECHNICAL PUBLICATIONS

14.1 Scope

This Clause 14 covers the terms and conditions for the supply of technical data (together with any revisions thereto, the “**Technical Data**”) and software services described hereunder (hereinafter “**Software Services**”) to support the Aircraft operation.

14.1.1 Except as otherwise set forth in this Clause 14, the Technical Data shall be supplied in the English language using the aeronautical terminology in common use.

14.1.2 Range, form, type, format, quantity and delivery schedule of the Technical Data to be provided under the Agreement are outlined in Exhibit G hereto.

14.2 Aircraft Identification for Technical Data

14.2.1 For those Technical Data that are customized to the Buyer's Aircraft, the Buyer agrees to the allocation of fleet serial numbers (“**Fleet Serial Numbers**”) in the form of a block of numbers selected in the range from 0001 to 9999.

14.2.2 The sequence shall not be interrupted unless two (2) different Propulsion System or two (2) different models of Aircraft are selected.

14.2.3 The Buyer shall indicate to the Seller the Fleet Serial Number allocated to each Aircraft corresponding to the delivery schedule set forth in Subclause 9.1 no later [***] before the Scheduled Delivery Month of the first Aircraft. Neither the designation of such Fleet Serial Numbers nor the subsequent allocation of the Fleet Serial Numbers to Manufacturer Serial Numbers for the purpose of producing certain customized Technical Data shall constitute any property, insurable or other interest of the Buyer in any Aircraft prior to the Delivery of such Aircraft as provided for in the Agreement.

The customized Technical Data that are affected thereby are the following:

- Aircraft Maintenance Manual,
- Illustrated Parts Catalogue,
- Trouble Shooting Manual,
- Aircraft Wiring Manual,
- Aircraft Schematics Manual, and
- Aircraft Wiring Lists.

14.3 Integration of Equipment Data

14.3.1 Supplier Equipment

Information, including revisions, relating to Supplier equipment that is installed on the Aircraft at Delivery, or through Seller Service Bulletins thereafter, shall be introduced into the customized Technical Data to the extent necessary for understanding of the affected systems, at no additional charge to the Buyer.

14.3.2 Buyer Furnished Equipment

14.3.2.1 The Seller shall introduce Buyer Furnished Equipment data for Buyer Furnished Equipment that is installed on the Aircraft by the Seller (hereinafter “**BFE Data**”) into the customized Technical Data, at no additional charge to the Buyer for the initial issue of the Technical Data provided at or before Delivery of the first Aircraft provided such BFE Data is provided in accordance with the conditions set forth in Subclauses [***] through [***].

14.3.2.2 The Buyer shall supply the BFE Data to the Seller at least [***] prior to the Scheduled Delivery Month of the first Aircraft. If the Buyer does not supply such BFE Data to the Seller by such time, then the Seller shall, at no additional cost to the Buyer, incorporate such BFE Data at the first scheduled revision following [***] after the date the BFE Data is provided.

14.3.2.3 The Buyer shall supply the BFE Data to the Seller in English and in compliance with the then applicable revision of ATA Specification 2200 (iSpec 2200), Information Standards for Aviation Maintenance.

14.3.2.4 The Buyer and the Seller shall agree on the requirements for the provision to the Seller of BFE Data for “on-aircraft maintenance”, such as but not limited to timeframe,

media and format in which the BFE Data shall be supplied to the Seller, in order to manage the BFE Data integration process in an efficient, expeditious and economic manner.

14.3.2.5 The BFE Data shall be delivered in digital format (SGML) and/or in Portable Document Format (PDF), as agreed between the Buyer and the Seller.

14.3.2.6 [***]

14.4 Supply

14.4.1 Technical Data shall be supplied on-line and/or off-line, as set forth in Exhibit G hereto.

14.4.2 [***]

14.5 Delivery

14.5.1 For Technical Data provided off-line, such Technical Data and corresponding revisions shall be sent to up to two (2) addresses as indicated by the Buyer.

14.5.2 Technical Data provided off-line shall be delivered by the Seller at the Buyer's named place of destination under DAP conditions. The term Delivered At Place (DAP) is defined in the Incoterms 2010 publication issued by the International Chamber of Commerce, (the “ **DAP – Incoterm** ”).

14.5.3 The Technical Data shall be delivered according to a mutually agreed schedule to correspond with the Deliveries of Aircraft. The Buyer shall provide no less than [***] notice when requesting a change to such delivery schedule.

14.5.4 It shall be the responsibility of the Buyer to coordinate and satisfy local Aviation Authorities' requirements with respect to Technical Data. Reasonable quantities of such Technical Data shall be supplied by the Seller [***] to the Buyer at the Buyer's named place of destination.

Notwithstanding the foregoing, and in agreement with the relevant Aviation Authorities, preference shall be given to the on-line access to such Buyer's Technical Data through the Airbus customer portal “ **AirbusWorld** ”.

14.6 Revision Service

For each firmly ordered Aircraft covered under this Agreement, revision service for the Technical Data shall be provided on a free of charge basis for a period of [***] after Delivery of such Aircraft (each a “ **Revision Service Period** ”).

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

14.7 Service Bulletins (SB) Incorporation

During any Revision Service Period and upon the Buyer's request, Seller Service Bulletin information shall be incorporated into the Technical Data, provided that the Buyer notifies the Seller through the relevant AirbusWorld on-line service bulletin reporting application that it intends to accomplish such Seller Service Bulletin. The split effectivity for the corresponding Seller Service Bulletin shall remain in the Technical Data until notification from the Buyer that embodiment has been completed on all of the Buyer's Aircraft. The foregoing is applicable for Technical Data relating to maintenance only. For operational Technical Data either the pre or post-Seller Service Bulletin status shall be shown.

14.8 Technical Data Familiarization

Upon request by the Buyer, the Seller shall provide up to [***] of Technical Data familiarization training at the Seller's or the Buyer's facilities. The basic familiarization course is tailored for maintenance and engineering personnel.

14.9 Customer Originated Changes

In the event of the Buyer wishing to introduce Buyer originated data (hereinafter "**COC Data**") into any of the customized Technical Data that are identified as eligible for such incorporation in the Seller's then current Customer Services Catalog, the Buyer shall notify the Seller of such intention.

The incorporation of any COC Data shall be performed under the methods and tools for achieving such introduction and the conditions specified in the Seller's then current Customer Services Catalog.

14.10 AirN@v Family Products

14.10.1 The Technical Data listed below are provided on DVD and include integrated software (hereinafter together referred to as the "**AirN@v Family**").

14.10.2 The AirN@v Family covers several Technical Data domains, reflected by the following AirN@v Family products:

- AirN@v / Maintenance,
- AirN@v / Planning,
- AirN@v / Repair,
- AirN@v / Workshop,
- AirN@v / Associated Data,
- AirN@v / Engineering.

14.10.3 Further details on the Technical Data included in such products are set forth in Exhibit G.

14.10.4 The licensing conditions for the use of AirN@v Family integrated software shall be set forth in a separate agreement (the “ **End-User License Agreement for Airbus Software** ”) which shall be executed by the parties prior to Delivery of the first Aircraft.

14.10.5 The revision service and the license to use AirN@v Family products shall be granted free of charge for the duration of the corresponding Revision Service Period. At the end of such Revision Service Period, the yearly revision service for AirN@v Family products and the associated license fee shall be provided to the Buyer under the commercial conditions set forth in the Seller’s then current Customer Services Catalog.

14.11 On-Line Technical Data

14.11.1 The Technical Data defined in Exhibit G as being provided on-line shall be made available to the Buyer through AirbusWorld, as set forth in a separate agreement which shall be executed by the parties the prior to Delivery of the first Aircraft.

14.11.2 Such provision shall be [***] for the duration of the corresponding Revision Service Period.

14.11.3 Access to AirbusWorld shall be subject to the General Terms and Conditions of Access to and Use of AirbusWorld (hereinafter the “ **GTC** ”), as set forth in a separate agreement which shall be executed by the parties prior to Delivery of the first Aircraft.

14.11.4 The list of the Technical Data provided on-line may be extended from time to time.

For any Technical Data which is or becomes available on-line, the Seller reserves the right to suppress other formats for the concerned Technical Data.

14.11.5 Access to AirbusWorld shall be granted [***] for [***] Buyer’s users (including [***] Buyer’s Administrators) for the Technical Data related to the Aircraft which shall be operated by the Buyer.

14.11.6 For the sake of clarification, it is hereby specified that Technical Data accessed through AirbusWorld - which access shall be covered by the terms and conditions set forth in the GTC – shall remain subject to the conditions of this Clause 14.

In addition, should AirbusWorld provide access to Technical Data in software format, the use of such software shall be further subject to the conditions of the End-User License Agreement for Airbus Software.

14.12 Waiver, Release and Renunciation

The Seller warrants that the Technical Data are prepared in accordance with the state of art at the date of their conception. Should any Technical Data prepared by the Seller contain a non-conformity or defect, the sole and exclusive liability of the Seller shall be to take all reasonable and proper steps to correct such Technical Data. Notwithstanding the above, no warranties of any kind shall be given for the Customer Originated Changes, as set forth in Subclause 14.9.

THIS CLAUSE 14 SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY TECHNICAL DATA OR SERVICES DELIVERED BY THE SELLER UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS CLAUSE 14 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE GOODS AND SERVICES SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
- (2) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (3) ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;
- (4) ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;
- (5) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
- (6) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;
- (7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:

- (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;
- (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;
- (c) LOSS OF PROFITS AND/OR REVENUES;
- (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES AND SERVICE LIFE POLICY PROVIDED BY THIS AGREEMENT SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS CLAUSE 14 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS CLAUSE 14 SHALL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSE OF THIS CLAUSE 14.11, "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ITS AFFILIATES AND SUPPLIERS.

14.13 Proprietary Rights

14.13.1 All proprietary rights, including but not limited to patent, design and copyrights, relating to Technical Data shall remain with the Seller and/or its Affiliates as the case may be.

These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

14.13.2 Whenever the Agreement and/or any Technical Data provides for manufacturing by the Buyer, the consent given by the Seller shall not be construed as any express or implicit approval whatsoever of the Buyer or of the manufactured products. The supply of the Technical Data shall not be construed as any further right for the Buyer to design or manufacture any Aircraft or part thereof or spare part.

14.14 Performance Engineer's Program

14.14.1 In addition to the Technical Data provided under Clause 14, the Seller shall provide to the Buyer Software Services, which shall consist of the Performance Engineer's Programs (" **PEP** ") for the Aircraft type covered under the Agreement. Such PEP is composed of software components and databases and its use is subject to the license conditions set forth in to the conditions of the End-User License Agreement for Airbus Software.

14.14.2 Use of the PEP shall be limited to [***] to be used on the Buyer's computers for the purpose of computing performance engineering data. The PEP is intended [***].

14.14.3 The license to use the PEP and the revision service shall be provided [***] for the duration of the corresponding Revision Service Period as set forth in Subclause 14.5.

14.14.4 At the end of such PEP Revision Service Period, the PEP shall be provided to the Buyer at the standard commercial conditions set forth in the Seller's then current Customer Services Catalog.

14.15 Future Developments

The Seller continuously monitors technological developments and applies them to Technical Data, document and information systems' functionalities, production and methods of transmission.

The Seller shall implement and the Buyer shall accept such new developments, it being understood that the Buyer shall be informed in due time by the Seller of such new developments and their application and of the date by which the same shall be implemented by the Seller.

14.16 Confidentiality

14.16.1 This Clause 14, the Technical Data, the Software Services and their content are designated as confidential. All such Technical Data and Software Services are provided to the Buyer for the sole use of the Buyer who undertakes not to disclose the contents thereof to any third party without the prior written consent of the Seller save as permitted therein or pursuant to any government or legal requirement imposed upon the Buyer.

14.16.2 In the event of the Seller authorizing the disclosure of this Clause 14 or any Technical Data or Software Services to third parties either under the Agreement or by an express prior written authorization and specifically, in the event of the Buyer intending to designate a maintenance and repair organization or a third party to perform the maintenance of the Aircraft or to perform data processing on its behalf (each a "**Third Party**"), the Buyer shall notify the Seller of such intention prior to any disclosure of this Clause 14 and/or the Technical Data and/or the Software Services to such Third Party.

The Buyer hereby undertakes to cause such Third Party to agree to be bound by the conditions and restrictions set forth in this Clause 14 with respect to the disclosed Clause, Technical Data or Software Services and shall in particular cause such Third Party to enter into a confidentiality agreement with the Seller and appropriate licensing conditions, and to commit to use the Technical Data solely for the purpose of maintaining the Buyer's Aircraft and the Software Services exclusively for processing the Buyer's data.

14.17 Transferability

Without prejudice to Subclause 19.1, the Buyer's rights under this Clause 14 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent, such consent not to be unreasonably withheld and to be without economic cost to the Buyer or the Buyer's assignee.

Any transfer in violation of this Subclause 14.17 shall, as to the particular Aircraft involved, void the rights and warranties of the Buyer under this Clause 14 and any and all other warranties that might arise under or be implied in law.

15 FIELD ASSISTANCE

The Seller shall provide [***] to the Buyer the services described in this Clause 15, at the Buyer's main base or at other locations to be mutually agreed.

15.1 Customer Support Representative(s)

15.1.1 In addition to the services of Seller customer support representative(s) (each a “ **Seller Representative** ”), provided by the Seller in prior agreement between the Seller and the Buyer, the Seller shall provide [***] to the Buyer [***] of exclusive services of a Seller Representative(s) at the Buyer's main base or such other locations as the parties may agree at Delivery of the first Aircraft.

15.1.2 In providing the services as described hereabove, any Seller Representatives, or any Seller employee(s) providing services to the Buyer hereunder, are deemed to be acting in an advisory capacity only and at no time shall they be deemed to be acting as Buyer's employees or agents, either directly or indirectly.

15.1.3 The Seller shall cause similar services to be provided by representatives of the Propulsion System Manufacturer and Suppliers, when necessary and applicable.

15.2 Buyer's Support

15.2.1 From the date of arrival of the first Seller Representative and for the duration of the assignment, the Buyer shall provide [***] a suitable lockable office, conveniently located with respect to the Buyer's maintenance facilities, with complete office furniture and equipment including telephone, internet, email and facsimile connections for the sole use of the Seller Representative(s). All related communication costs shall be borne by [***].

15.2.2 [***]

15.2.3 INTENTIONALLY LEFT BLANK

15.2.4 Should the Buyer request any Seller Representative referred to in Subclause 15.1 above to travel on business to a city other than his usual place of assignment, [***].

15.2.5 The Buyer shall assist the Seller in obtaining from the civil authorities of the Buyer's country those documents that are necessary to permit the Seller Representative to live and work in the Buyer's country. Failure of the Seller to obtain the necessary documents shall relieve the Seller of any obligation to the Buyer under the provisions of Subclause 15.1.

15.2.6 INTENTIONALLY LEFT BLANK

15.2.7 In the event that the Buyer elects to relocate one of the Seller Representatives on a temporary basis, [***].

15.3 Withdrawal of the Seller Representative

The Seller shall have the right to withdraw its assigned Seller Representatives as it sees fit if conditions arise, which are in the Seller's opinion dangerous to their safety or health or prevent them from fulfilling their contractual tasks.

16 TRAINING

16.1 General

16.1.1 This Clause 16 sets forth the terms and conditions for the supply of training support and services for the Buyer's personnel to support the Aircraft operation.

16.1.2 The range, quantity and validity of training to be provided free of charge under the Agreement are covered in Appendix A to this Clause 16.

16.1.3 Scheduling of training courses covered in Appendix A shall be mutually agreed during a training conference (the "**Training Conference**") that shall be held no later than [***] prior to Delivery of the first Aircraft.

16.2 Training Location

16.2.1 The Seller shall provide training at an affiliated training center in Miami, U.S.A. or such other of its training centers as agreed upon by the Seller and the Buyer (individually a "**Seller's Training Center**" and collectively, the "**Seller's Training Centers**").

16.2.2 If the unavailability of facilities or scheduling difficulties make training by the Seller at any Seller's Training Center impractical, the Seller shall ensure that the Buyer is provided with such training at another location designated by the Seller.

16.2.3 Upon the Buyer's request, the Seller may also provide certain training at a location other than the Seller's Training Centers, including one of the Buyer's bases, if and when practicable for the Seller, under terms and conditions to be mutually agreed upon. In such event, all additional charges listed in Subclauses 16.5.2 and 16.5.3 shall be borne by the Buyer.

16.2.4 If the Buyer requests training at a location as indicated in Subclause 16.2.3 and requires such training to be an Airbus approved course, the Buyer undertakes that the training facilities shall be approved prior to the performance of such training. The Buyer shall, as necessary and in due time prior to the performance of such training, provide access to the training facilities set forth in Subclause 16.2.3 to the Seller's and the competent Aviation Authority's representatives for approval of such facilities.

16.3 Training Courses

16.3.1 Training courses shall be as described in the Seller's customer services catalog (the "**Seller's Customer Services Catalog**"). The Seller's Customer Services Catalog also sets forth the minimum and maximum number of trainees per course.

All training requests or training course changes made outside of the frame of the Training Conference shall be submitted by the Buyer with a minimum of [***] prior notice.

16.3.2 The following terms and conditions shall apply to training performed by the Seller:

- (i) Training courses shall be the Seller's standard courses as described in the Seller's Customer Services Catalog valid at the time of execution of the course. The Seller shall be responsible for all training course syllabi, training aids and training equipment necessary for the organization of the training courses; for the avoidance of doubt, for the purpose of performing training, such training equipment does not include aircraft.
- (ii) The training equipment and the training curricula used for the training of flight, cabin and maintenance personnel shall not be fully customized but shall be configured in order to obtain the relevant Aviation Authority's approval and to support the Seller's training programs.
- (iii) Training data and documentation for trainees receiving the training at the Seller's Training Centers shall be provided [***]. Training data and documentation shall be marked "FOR TRAINING ONLY" and as such are supplied for the sole and express purpose of training; training data and documentation shall not be revised.

16.3.3 When the Seller's training courses are provided by the Seller's instructors (individually an "**Instructor**" and collectively "**Instructors**") the Seller shall deliver a Certificate of Recognition or a Certificate of Course Completion (each a "**Certificate**") or an attestation (an "**Attestation**"), as applicable, at the end of any such training course. Any such Certificate or Attestation shall not represent authority or qualification by any Aviation Authority but may be presented to such Aviation Authority in order to obtain relevant formal qualification.

In the event of training courses being provided by a training provider selected by the Seller as set forth in Subclause 16.2.2, the Seller shall cause such training provider to deliver a Certificate or Attestation, which shall not represent authority or qualification by any Aviation Authority, but may be presented to such Aviation Authority in order to obtain relevant formal qualification.

16.3.4 [***]

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

(iii) [***]

[***]

[***]

[***] shall be submitted by the Buyer with a minimum of [***] prior notice. The requested training shall be subject to the Seller's then existing planning constraints.

16.3.5 Rescheduling and Cancellation

16.3.5.1 Should the Buyer use none or only part of the training to be provided pursuant to this Clause 16, [***].

16.3.5.2 Should the Buyer decide to cancel or reschedule, fully or partially, and irrespective of the location of the training, a training course, a minimum advance notification of at least [***] prior to the relevant training course start date is required. Any later cancellation or change, when courses cannot be allocated to other customers, shall be deducted from the training allowances defined herein or shall be charged to the Buyer, as applicable.

16.3.5.3 If the notification occurs less than [***] but more than [***] prior to such training, when courses cannot be allocated to other customers, a cancellation fee corresponding to [***] of such training shall be, as applicable, either deducted from the training allowance defined in Appendix A or invoiced at the Seller's then applicable price, provided that the courses cannot be allocated to other customers.

16.3.5.4 If the notification occurs less than [***] prior to such training, when courses cannot be allocated to other customers, a cancellation fee corresponding to [***] of such training shall be, as applicable, either deducted from the training allowance defined in Appendix A or invoiced at the Seller's then applicable price, provided that the courses cannot be allocated to other customers.

16.3.5.5 All courses exchanged under Subclause 16.3.4 shall remain subject to the provisions of this Subclause 16.3.5.

16.4 Prerequisites and Conditions

16.4.1 Training shall be conducted in English and all training aids used during such training shall be written in English using common aeronautical terminology.

16.4.2 The Buyer hereby acknowledges that all training courses conducted pursuant to this Clause 16 are "Standard Transition Training Courses" and not "Ab Initio Training Courses".

16.4.3 Trainees shall have the prerequisite knowledge and experience specified for each course in the Seller's Customer Services Catalog.

16.4.4 The Buyer shall be responsible for the selection of the trainees and for any liability with respect to the entry knowledge level of the trainees.

16.4.5 The Seller reserves the right to verify the trainees' proficiency and previous professional experience.

16.4.6 The Seller shall provide to the Buyer during the Training Conference an "Airbus Pre-Training Survey" for completion by the Buyer for each trainee.

The Buyer shall provide the Seller with an attendance list of the trainees for each course, with the validated qualification of each trainee, at the time of reservation of the training course and in no event any later than [***] before the start of the training course. The Buyer shall return concurrently thereto the completed Airbus Pre-Training Survey, detailing the trainees' associated background. If the Seller determines through the Airbus Pre-Training Survey that a trainee does not match the prerequisites set forth in the Seller's Customer Services Catalog, following consultation with the Buyer, such trainee shall be withdrawn from the program or directed through a relevant entry level training (ELT) program, which shall be at the Buyer's expense.

16.4.7 If the Seller determines at any time during the training that a trainee lacks the required level, following consultation with the Buyer, such trainee shall be withdrawn from the program or, upon the Buyer's request, the Seller may be consulted to direct the above mentioned trainee(s), if possible, through any other required additional training, which shall be at the Buyer's expense.

16.4.8 The Seller shall in no case warrant or otherwise be held liable for any trainee's performance as a result of any training provided.

16.5 Logistics

16.5.1 Trainees

16.5.1.1 Living and travel expenses for the Buyer's trainees shall be borne by the Buyer.

16.5.1.2 Notwithstanding the above, when training is done at the Seller's affiliated training center in Miami, U.S.A, [***].

16.5.1.3 It shall be the responsibility of the Buyer to make all necessary arrangements relative to authorizations, permits and/or visas necessary for the Buyer's trainees to attend the training courses to be provided hereunder. Rescheduling or cancellation of courses due to the Buyer's failure to obtain any such authorizations, permits and/or visas shall be subject to the provisions of Subclauses 16.3.5.1 thru 16.3.5.4.

16.5.2 Training at External Location - Seller's Instructors

16.5.2.1 In the event of training being provided at the Seller's request at any location other than the Seller's Training Centers, as provided for in Subclause 16.2.2, [***].

16.5.2.2 In the event of training being provided by the Seller's Instructor(s) at any location other than the Seller's Training Centers at the Buyer's request, [***].

16.5.2.3 Living Expenses

Except as provided for in Subclause 16.5.2.1 [***].

[***]

16.5.2.4 Air Travel

[***]

16.5.2.5 Buyer's Indemnity

[***], the Seller shall not be held liable to the Buyer for any delay or cancellation in the performance of any training outside of the Seller's Training Centers associated with any transportation described in this Subclause 16.5.2 [***].

16.5.3 Training Material and Equipment Availability - Training at External Location

Training material and equipment necessary for course performance at any location other than the Seller's Training Centers or the facilities of a training provider selected by the Seller shall be provided by the Buyer [***] in accordance with the Seller's specifications.

Notwithstanding the foregoing, should the Buyer request the performance of a course at another location as per Subclause 16.2.3, the Seller may, upon the Buyer's request, provide the training material and equipment necessary for such course's performance. [***]

16.6 Flight Operations Training

The Seller shall provide training for the Buyer's flight operations personnel as further detailed in Appendix A to this Clause 16, including the courses described in this Subclause 16.6.

16.6.1 Flight Crew Training Course

The Seller shall perform a flight crew training course program for the Buyer's flight crews, each of which shall consist of [***], who shall be either captain(s) or first officer(s).

16.6.2 Flight Crew Line Initial Operating Experience

In order to assist the Buyer with initial operating experience after Delivery of the first Aircraft, the Seller shall provide to the Buyer pilot Instructor(s) as set forth in Appendix A to this Clause 16.

Should the Buyer request, subject to the Seller's consent, such Seller pilot Instructors to perform any other flight support during the flight crew line initial operating period, such as but not limited to line assistance, demonstration flight(s), ferry flight(s) or any flight(s) required by the Buyer during the period of entry into service of the Aircraft[***].

It is hereby understood by the parties that the Seller's pilot Instructors shall only perform the above flight support services to the extent they bear the relevant qualifications to do so.

16.6.3 Type Specific Cabin Crew Training Course

The Seller shall provide type specific training for cabin crews, at one of the locations defined in Subclause 16.2.1.

If the Buyer's Aircraft is to incorporate special features, the type specific cabin crew training course shall be performed no earlier than [***] before the scheduled Delivery Date of the Buyer's first Aircraft.

16.6.4 Training on Aircraft

During any and all flights performed in accordance with this Subclause 16.6, the Buyer shall [***].

The Buyer shall assist the Seller, if necessary, in obtaining the validation of the licenses of the Seller's pilots performing Base Flight Training or initial operating experience by the Aviation Authority of the place of registration of the Aircraft.

16.7 Performance / Operations Courses

The Seller shall provide performance/operations training for the Buyer's personnel as defined in Appendix A to this Clause 16.

The available courses shall be listed in the Seller's Customer Services Catalog current at the time of the course.

16.8 Maintenance Training

16.8.1 The Seller shall provide maintenance training for the Buyer's ground personnel as further set forth in Appendix A to this Clause 16.

The available courses shall be as listed in the Seller's Customer Services Catalog current at the time of the course.

The practical training provided in the frame of maintenance training shall be performed on the training devices in use in the Seller's Training Centers.

16.8.2 Practical Training on Aircraft

Notwithstanding Subclause 16.8.1 above, upon the Buyer's request, the Seller may provide Instructors for the performance of practical training on aircraft (" **Practical Training** ").

Irrespective of the location at which the training takes place, the Buyer shall provide at its own cost an aircraft for the performance of the Practical Training.

Should the Buyer require the Seller's Instructors to provide Practical Training at facilities selected by the Buyer, such training shall be subject to prior approval of the facilities by the Seller. All costs related to such Practical Training, including but not limited to the Seller's approval of the facilities, shall be [***].

The provision of a Seller Instructor for the Practical Training shall be deducted from the trainee days allowance defined in Appendix A to this Clause 16, subject to the conditions detailed in Paragraph 4.4 thereof.

16.9 Supplier and Propulsion System Manufacturer Training

Upon the Buyer's request, the Seller shall provide to the Buyer the list of the maintenance and overhaul training courses provided by major Suppliers and the applicable Propulsion System Manufacturer on their respective products.

16.10 Proprietary Rights

All proprietary rights, including but not limited to patent, design and copyrights, relating to the Seller's training data and documentation shall remain with the Seller and/or its Affiliates and/or its Suppliers, as the case may be.

These proprietary rights shall also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

16.11 Confidentiality

The Seller's training data and documentation are designated as confidential and as such are provided to the Buyer for the sole use of the Buyer, for training of its own personnel, who undertakes not to disclose the content thereof in whole or in part, to any third party without the prior written consent of the Seller, save as permitted herein or otherwise pursuant to any government or legal requirement imposed upon the Buyer.

In the event of the Seller having authorized the disclosure of any training data and documentation to third parties either under the Agreement or by an express prior written authorization, the Buyer shall cause such third party to agree to be bound by the same conditions and restrictions as the Buyer with respect to the disclosed training data and

documentation and to use such training data and documentation solely for the purpose for which they are provided.

16.12 Transferability

Without prejudice to Subclause 19, the Buyer's rights under this Clause 16 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent.

APPENDIX A TO CLAUSE 16

TRAINING ALLOWANCE

For the avoidance of doubt, all quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of firmly ordered Aircraft, unless otherwise specified.

The contractual training courses defined in this Appendix A shall be provided up to one (1) year after Delivery of the last firmly ordered Aircraft delivered under the Agreement.

Notwithstanding the above, flight operations training courses granted per firmly ordered Aircraft in this Appendix A shall be provided by the Seller within a period starting six (6) months before and ending six (6) months after said Aircraft Delivery.

Any deviation to said training delivery schedule shall be mutually agreed between the Buyer and the Seller.

1 FLIGHT OPERATIONS TRAINING

1.1 Type Specific Cabin Crew Training Course

The Seller shall provide to the Buyer free of charge type specific training for cabin crews for [***] cabin crew instructors, pursers or cabin attendants.

1.2 Airbus Pilot Instructor Course (APIC)

The Seller shall provide to the Buyer transition Airbus Pilot Instructor Course(s) (APIC), for flight and synthetic instruction, [***] of the Buyer's flight instructors. APIC courses shall be performed in groups of [***].

1.3 Flight Crew Training (standard transition course)

The Seller shall provide flight crew training (standard transition course) [***] for [***] of the Buyer's flight crews per firmly ordered Aircraft.

2 PERFORMANCE / OPERATIONS COURSE(S)

The Seller shall provide to the Buyer [***] of performance / operations training [***] for the Buyer's personnel.

3 MAINTENANCE TRAINING

3.1 The Seller shall provide to the Buyer [***] of maintenance training [***] for the Buyer's personnel.

3.2 The Seller shall provide to the Buyer [***].

4 TRAINEE DAYS ACCOUNTING

Trainee days are counted as follows:

- 4.1 For instruction at the Seller's Training Centers: [***]. The number of trainees originally registered at the beginning of the course shall be counted as the number of trainees to have taken the course.
- 4.2 For instruction outside of the Seller's Training Centers: [***] Seller Instructor equals the actual number of trainees attending the course or a [***], except for structure maintenance training course(s).
- 4.3 For structure maintenance training courses outside the Seller's Training Center(s), [***].
- 4.4 For practical training, whether on training devices or on aircraft, [***].

17 SUPPLIERS' PRODUCT SUPPORT

17.1 Supplier Product Support Agreements

- 17.1.1 The Seller has obtained enforceable and transferable product support agreements from Suppliers of Supplier Parts listed in the Specification, the benefit of which is hereby accepted by the Buyer. Said agreements become enforceable as soon as and for as long as one or more commercial airlines anywhere in the world operate Airbus aircraft.
- 17.1.2 These agreements are based on the “ *World Airlines Suppliers Guide* ” and include Supplier commitments as contained in the “ **Supplier Product Support Agreements** ” which include the following provisions:
 - 17.1.2.1 Technical data and manuals required to operate, maintain, service and overhaul the Supplier Parts. Such technical data and manuals shall be prepared in accordance with the applicable provisions of ATA Specification including revision service and be published in the English language. The Seller shall recommend that a software user guide, where applicable, be supplied in the form of an appendix to the Component Maintenance Manual, such data shall be provided in compliance with the applicable ATA Specification;
 - 17.1.2.2 Warranties and guarantees, including standard warranties. In addition, landing gear Suppliers shall provide service life policies for selected structural landing gear elements;
 - 17.1.2.3 Training to ensure efficient operation, maintenance and overhaul of the Supplier Parts for the Buyer's instructors, shop and line service personnel;
 - 17.1.2.4 Spares data in compliance with ATA iSpecification 2200, initial provisioning recommendations, spare parts and logistic service including routine and expedite deliveries;
 - 17.1.2.5 Technical service to assist the Buyer with maintenance, overhaul, repair, operation and inspection of Supplier Parts as well as required tooling and spares provisioning.

17.1.3 Upon the Buyer's request, the Seller shall provide the Buyer with Supplier Product Support Agreements familiarization training at no additional charge to the Buyer at the Seller's facilities in Blagnac, France. An on-line training module shall be further available, at no additional charge to the Buyer, through AirbusWorld, access to which shall be subject to the GTC.

17.2 Supplier Compliance

The Seller shall monitor Suppliers' compliance with support commitments defined in the Supplier Product Support Agreements and shall, if requested in writing by the Buyer, jointly take remedial action with the Buyer.

17.3 Supplier Part Repair Stations

The Seller has developed with the Suppliers a comprehensive network of repair stations in the United States of America and Canada for those Supplier Parts originating from outside these countries. As a result, most Supplier Parts are repairable in the United States and Canada. The repair stations in the network are listed in the AOG and Repair Guide.

Supplier Parts that have to be forwarded to a repair station for repair shall be sent back to the Buyer with proper tagging as required by the FAA.

18 BUYER FURNISHED EQUIPMENT

18.1 Administration

18.1.1 In accordance with the Specification, the Seller shall install those items of equipment that are identified in the Specification as being furnished by the Buyer (" **Buyer Furnished Equipment** " or " **BFE** "), provided that the BFE and the supplier of such BFE (the " **BFE Supplier** ") are referred to in the Airbus BFE Product Catalog valid at the time the BFE Supplier is selected.

18.1.2 [***]

[***]

18.1.3 The Seller shall advise the Buyer of the dates, [***] from the date of signature of the Agreement, by which, in the planned release of engineering for the Aircraft, the Seller requires a written detailed engineering definition encompassing a Declaration of Design and Performance (the " **BFE Engineering Definition** "). The Seller shall provide to the Buyer and/or the BFE Supplier(s), within an appropriate timeframe, the necessary interface documentation to enable the development of the BFE Engineering Definition.

The BFE Engineering Definition shall include the description of the dimensions and weight of BFE, the information related to its certification and the information necessary for the installation and operation thereof, including when applicable 3D models compatible with

the Seller's systems. The Buyer shall furnish, or cause the BFE Suppliers to furnish, the BFE Engineering Definition by the dates requested by the Seller, [***].

Thereafter, the BFE Engineering Definition shall not be revised, except through an SCN executed in accordance with Clause 2.

- 18.1.4 The Seller shall also provide [***] to the Buyer a schedule of dates and the shipping addresses for delivery of the BFE and, where requested by the Seller, additional spare BFE to permit installation in the Aircraft and Delivery of the Aircraft in accordance with the Aircraft delivery schedule. The Buyer shall provide, or cause the BFE Suppliers to provide, the BFE by such dates in a serviceable condition, in order to allow performance of any assembly, installation, test or acceptance process in accordance with the Seller's industrial schedule. In order to facilitate the follow-up of the timely receipt of BFE, the Buyer shall, upon the Seller's request, provide to the Seller dates and references of all BFE purchase orders placed by the Buyer.

The Buyer shall also provide, when requested by the Seller, at the Airbus Operations S.A.S. facility in Toulouse, France, and/or the Airbus Operations GmbH Division Hamburger Flugzeugbau facility in Hamburg, Germany, adequate field service including support from BFE Suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

- 18.1.5 Without prejudice to the Buyer's obligations hereunder, in order to facilitate the development of the BFE Engineering Definition, the Seller shall organize meetings between the Buyer and BFE Suppliers. The Buyer hereby agrees to participate in such meetings and to provide adequate technical and engineering expertise to reach decisions within the defined timeframe.

In addition, throughout the development phase and up to Delivery of the Aircraft to the Buyer, the Buyer agrees:

- (i) to monitor the BFE Suppliers and ensure that they shall enable the Buyer to fulfill its obligations, including but not limited to those set forth in the Customization Milestone Chart;
- (ii) that, should a timeframe, quality or other type of risk be identified at a given BFE Supplier, the Buyer shall allocate resources to such BFE Supplier so as not to jeopardize the industrial schedule of the Aircraft;
- (iii) for major BFE, including, but not being limited to, seats, galleys and IFE (" **Major BFE** ") to participate on a mandatory basis in the specific meetings that take place between BFE Supplier selection and BFE delivery, namely:
 - (a) Preliminary Design Review (" **PDR** "),
 - (b) Critical Design Review (" **CDR** ");

- (iv) to attend the First Article Inspection (“ **FAI** ”) for the first shipset of all Major BFE. Should the Buyer not attend such FAI, the Buyer shall delegate the FAI to the BFE Supplier and confirmation thereof shall be supplied to the Seller in writing;
- (v) to attend the Source Inspection (“ **SI** ”) that takes place at the BFE Supplier’s premises prior to shipping, for each shipset of all Major BFE. Should the Buyer not attend such SI, the Buyer shall delegate the SI to the BFE Supplier and confirmation thereof shall be brought to the Seller in writing. Should the Buyer not attend the SI, the Buyer shall be deemed to have accepted the conclusions of the BFE Supplier with respect to such SI.

The Seller shall be entitled to attend the PDR, the CDR and the FAI. In doing so, the Seller’s employees shall be acting in an advisory capacity only and at no time shall they be deemed to be acting as Buyer’s employees or agents, either directly or indirectly.

18.1.6 The BFE shall be imported into FRANCE or into GERMANY by the Buyer under a suspensive customs system (“ *Régime de l’entrepôt douanier ou régime de perfectionnement actif*” or “ *Zollverschluss* ”) without application of any French or German tax or customs duty, [***] according to the Incoterms, to the following shipping addresses:

Airbus Operations S.A.S.
316 Route de Bayonne
31300 Toulouse
France

or

Airbus Operations GmbH
Kreetslag 10
21129 Hamburg
Germany

or such other location as may be specified by the Seller.

18.2 Applicable Requirements

The Buyer is responsible for ensuring, at its expense, and warrants that the BFE shall:

- (i) be manufactured by a qualified BFE Supplier, and
- (ii) meet the requirements of the applicable Specification of the Aircraft, and
- (iii) be delivered with the relevant certification documentation, including but not limited to the DDP, and
- (iv) comply with the BFE Engineering Definition, and

- (v) comply with applicable requirements incorporated by reference to the Type Certificate and listed in the Type Certificate Data Sheet, and
- (vi) be approved by the Aviation Authority issuing the Export Airworthiness Certificate and by the Buyer's Aviation Authority for installation and use on the Aircraft at the time of Delivery of the Aircraft, and
- (vii) not infringe any patent, copyright or other intellectual property right of the Seller any third party, and
- (viii) not be subject to any legal obligation or other encumbrance that may prevent, hinder or delay the installation of the BFE in the Aircraft and/or the Delivery of the Aircraft.

The Seller shall be entitled to refuse any item of BFE that it considers incompatible with the Specification, the BFE Engineering Definition or the certification requirements.

18.3 Buyer's Obligation and Seller's Remedies

18.3.1 Any delay or failure by the Buyer or the BFE Suppliers in:

- (i) complying with the foregoing warranty or in providing the BFE Engineering Definition or field service mentioned in Subclause 18.1.4, or
- (ii) furnishing the BFE in a serviceable condition at the requested delivery date, or
- (iii) obtaining any required approval for such BFE equipment under the above mentioned Aviation Authorities' regulations,

may delay the performance of any act to be performed by the Seller, including Delivery of the Aircraft. The Seller shall not be responsible for such delay which shall cause the Final Price of the affected Aircraft to be adjusted in accordance with the updated delivery schedule and to include in particular the amount of the Seller's additional costs attributable to such delay or failure by the Buyer or the BFE Suppliers, [***].

18.3.2 In addition, in the event of any delay or failure mentioned in 18.3.1 above, the Seller may:

- (i) select, purchase and install equipment similar to the BFE at issue, in which event the Final Price of the affected Aircraft [***]; or
- (ii) if the BFE is delayed by more than [***].

18.4 Title and Risk of Loss

Title to and risk of loss of any BFE shall at all times remain with the Buyer except that risk of loss (limited to cost of replacement of said BFE) shall be with the Seller for as long as such BFE is under the care, custody and control of the Seller.

18.5 Disposition of BFE Following Termination

18.5.1 If a termination of the Agreement pursuant to the provisions of Clause 21 occurs with respect to an Aircraft in which all or any part of the BFE has been installed prior to the date of such termination, [***].

18.5.2 [***]

18.5.3 The Seller shall notify the Buyer as to those items of BFE [***]. The Buyer shall have no claim against the Seller for damage, loss or destruction of any item of BFE removed from the Aircraft and not removed from Seller's facility within such period.

18.5.4 The Buyer shall have no claim against the Seller for damage to or destruction of any item of BFE damaged or destroyed in the process of being removed from the Aircraft, provided that the Seller shall use reasonable care in such removal.

18.5.5 The Buyer shall grant the Seller title to any BFE items that cannot be removed from the Aircraft [***].

19 ASSIGNMENT

19.1 Successors and Assigns

Subject to the provisions of this Clause 19, the Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement and/or the rights of either party hereunder shall not be assigned or transferred in any manner whatsoever, in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld by the Seller in the case of any assignment by the Buyer of its rights hereunder to one or more institutions providing financing for the purchase of particular Aircraft by the Buyer hereunder with respect to such Aircraft and to the extent reasonably required to effect such financing, so long as the duties and obligations of the Seller hereunder are not changed and the Buyer remains primarily and directly liable for all obligations of the "Buyer" hereunder. [***]

Notwithstanding anything herein to the contrary, the Seller may at any time without the Buyer's consent, assign any of its rights to receive money and any of its duties to effect the sale and delivery of any Aircraft or any of its responsibilities, duties or obligations to perform any other obligations hereunder to any Affiliate of the Seller, provided that the Seller shall remain liable for such responsibilities, duties and obligations.

19.2 Seller's Designations

The Seller may at any time by notice to the Buyer designate particular facilities or particular personnel of the Seller or any Affiliate of the Seller at which or by whom the services to be performed under the Agreement shall be performed. The Seller may also designate any Affiliate of the Seller as the party responsible on behalf of the Seller for providing to the Buyer all or any of the services described in the Agreement. No such designation shall

amend or modify, and the Seller shall remain fully obligated to perform, all of the obligations of the Seller in the Agreement.

19.3 Assignment in Case of Resale or Lease

In the event of the resale or lease of any Aircraft by the Buyer following delivery thereof to the Buyer, and subject to the delivery to the Seller of reasonable financial guarantees and protections and other terms as the Seller may reasonably require, the Buyer's rights with respect to such Aircraft solely under Clauses 12, 13 and 17 and this Subclause 19.3 of the Agreement, shall inure to the benefit of such purchaser or lessee, as the case may be. The Buyer shall furnish to the Seller a true copy of such agreement with such purchaser or lessor, clearly stating that such purchaser or lessor acknowledges that it is bound by and shall comply with all applicable terms, conditions and limitations of the Agreement. No assignment under this Subclause 19.3 shall be deemed to increase the Seller's obligations.

19.4 [***]

[***]

20 INDEMNITIES AND INSURANCE

The Seller and the Buyer will each be liable for Losses (as defined below) arising from the acts or omissions of their respective directors, officers, agents or employees occurring during or incidental to such party's exercise of its rights and performance of its obligations under this Agreement, except as provided in Subclauses 20.1 and 20.2.

20.1 Seller's Indemnities

The Seller will, except in the case of gross negligence or willful misconduct of the Buyer, its directors, officers, agents and/or employees, be solely liable for and will indemnify and hold the Buyer, its Affiliates and each of their respective directors, officers, agents, employees and insurers harmless against all losses, liabilities, claims, damages, costs and expenses, including court costs and reasonable attorneys' fees ("Losses"), arising from:

- (a) claims for injuries to, or death of, the Seller's directors, officers, agents or employees, or loss of, or damage to, property of the Seller or its employees when such Losses occur during or are incidental to either party's exercise of any right or performance of any obligation under this Agreement, and
- (b) claims for injuries to, or death of, third parties, or loss of, or damage to, property of third parties, occurring during or incidental to the Technical Acceptance Flights.

20.2 Buyer's Indemnities

The Buyer will, except in the case of gross negligence or willful misconduct of the Seller, its directors, officers, agents and/or employees, be solely liable for and will indemnify and hold the Seller, its Affiliates, its subcontractors, and each of their respective directors, officers, agents, employees and insurers, harmless against all Losses arising from:

- (a) claims for injuries to, or death of, the Buyer's directors, officers, agents or employees, or loss of, or damage to, property of the Buyer or its employees, when such Losses occur during or are incidental to either party's exercise of any right or performance of any obligation under this Agreement, and
- (b) claims for injuries to, or death of, third parties, or loss of, or damage to, property of third parties, occurring during or incidental to (i) the provision of Seller Representatives services under Clause 15 including services performed on board the aircraft or (ii) the provision of Aircraft Training Services to the Buyer.

20.3 Notice and Defense of Claims

If any claim is made or suit is brought against a party or entity entitled to indemnification under this Clause 20 (the “**Indemnatee**”) for damages for which liability has been assumed by the other party under this Clause 20 (the “**Indemnitor**”), the Indemnatee will promptly give notice to the Indemnitor and the Indemnitor (unless otherwise requested by the Indemnatee) will assume and conduct the defense, or settlement, of such claim or suit, as the Indemnitor will deem prudent. Notice of the claim or suit will be accompanied by all information pertinent to the matter as is reasonably available to the Indemnatee and will be followed by such cooperation by the Indemnatee as the Indemnitor or its counsel may reasonably request, at the expense of the Indemnitor.

20.4 Insurance

For all Aircraft Training Services, to the extent of the Buyer's undertaking set forth in Subclause 20.2, the Buyer will:

- (a) cause the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents and employees to be named as additional insured under the Buyer's Comprehensive Aviation Legal Liability insurance policies, including War Risks and Allied Perils (such insurance to include the AVN 52E Extended Coverage Endorsement Aviation Liabilities or any further Endorsement replacing AVN 52E as may be available as well as any excess coverage in respect of War and Allied Perils Third Parties Legal Liabilities Insurance), and
- (b) with respect to the Buyer's Hull All Risks and Hull War Risks insurances and Allied Perils, cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents, employees and insurers.

Any applicable deductible will be borne by the Buyer. The Buyer will furnish to the Seller, [***], certificates of insurance, in English, evidencing the limits of liability cover and period of insurance coverage in a form acceptable to the Seller from the Buyer's insurance broker(s), certifying that such policies have been endorsed as follows:

- (i) under the Comprehensive Aviation Legal Liability Insurances, the Buyer's policies are primary and non-contributory to any insurance maintained by the Seller,
- (ii) such insurance can only be cancelled or materially altered by the giving of not less than [***] days or such lesser period as may be customarily available in respect of War Risks and Allied Perils) prior written notice thereof to the Seller, and
- (iii) under any such cover, all rights of subrogation against the Seller, its Affiliates, its subcontractors and each of their respective directors, officers, agents, employees and insurers have been waived.

21 TERMINATION

21.1 Termination Events

Each of the following will constitute a “**Termination Event**”

- (1) The Buyer or any of its Affiliates commences in any jurisdiction any case, proceeding or other action with respect to the Buyer or any of its Affiliates or their properties relating to bankruptcy, insolvency, reorganization, winding-up, liquidation, dissolution or other relief from, or with respect to, or readjustment of, its debts or obligations.
- (2) An action is commenced in any jurisdiction seeking the appointment of a receiver, trustee, custodian or other similar official for the Buyer or any of its respective Affiliates or for all or any substantial part of their respective assets, and such action remains unstayed, undismissed or undischarged for [***], or the Buyer or any of its Affiliates makes a general assignment for the benefit of its creditors.
- (3) An action is commenced in any jurisdiction against the Buyer or any of its respective Affiliates seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of their respective assets, and such action remains unstayed, undismissed or undischarged for [***].
- (4) The Buyer or any of its Affiliates becomes the object, in any jurisdiction, of a case, proceeding or action similar or analogous to any of the events mentioned in Subclause 21.1(1), (2) or (3).
- (5) The Buyer or any of its Affiliates is generally not able, or is expected to be unable to, or will admit in writing its inability to, pay its debts as they become due.
- (6) The Buyer or any of its Affiliates commences negotiations with significant creditors, existing or potential, either with the intention of restructuring all or a substantial part of all of its outstanding obligations or in preparation for a bankruptcy filing under the U.S. Bankruptcy Code.

- (7) The Buyer or any of its Affiliates fails to make (i) any payment required to be made under this Agreement or any other material agreement between the Buyer or any of its Affiliates and the Seller or any of its Affiliates when such payment is due, (ii) any Predelivery Payment required to be made under this Agreement when such payment is due, (iii) payment of all or part of the Final Price of any Aircraft required to be made under this Agreement; (iv) any payment to a Lessor with respect to any Leased Aircraft.
- (8) The Buyer repudiates, cancels or terminates this Agreement in whole or in part.
- (9) The Buyer defaults in its obligation to take delivery of an Aircraft as provided in the Agreement.
- (10) The Buyer or any of its Affiliates defaults in the observance or performance of any other covenant, undertaking or obligation contained in this Agreement or any other material agreement between the Buyer or its Affiliates, on the one hand, and the Seller or its Affiliates on the other hand, provided that, if such breach or default is capable of being cured and such breach or default is not cured within any specified cure period.
- (11) Any other event that the parties agree in writing constitutes a Termination Event.

21.2 Remedies in Event of Termination

21.2.1 If a Termination Event occurs, the Buyer will be in material breach of this Agreement, and the Seller can elect any of the following remedies under the applicable law:

- A. [***];
- B. [***];
- C. [***]; and/or
- D. [***]

21.2.2 In the event Seller elects a remedy under any of Subclauses 21.2.1(A)(B) or (C), above:

- A. [***];
- B. [***]; and
- C. [***]

21.2.3 If the Seller elects a Termination under Subclause 21.2.1(D) above:

- A. [***]
 - i. [***];

- ii. [***];
- iii. [***];
- iv. [***];
- v. [***];
- vi. [***]; and
- vii. [***]

B. [***]

21.2.4 The parties to this Agreement are commercially sophisticated parties acting within the same industry, and represented by competent counsel and the parties expressly agree and declare as follows:

- A. [***];
- B. [***]; and
- C. [***]

21.3 Definitions

For purposes of this Clause 21, the terms “Affected Aircraft”, “Applicable Date” and “Escalated Price” are defined as follows:

- i. “ **Affected Aircraft** ” – any or all Aircraft with respect to which the Seller has cancelled or terminated this Agreement pursuant to Subclause 21.2.1 D,
- ii. “ **Applicable Date** ” – for any Affected Aircraft, the date the Seller issues the notice [***] pursuant to Subclause 21.2.3 B.
- iii. [***] - will have the same meaning as the “Final Contract Price” of the Aircraft as that term is defined in Subclause 3.2, [***].

21.4 Notice of Termination Event

[***] of becoming aware of the occurrence of a Termination Event by the Buyer, the Buyer will notify the Seller of such occurrence in writing, provided, that any failure by the Buyer to notify the Seller will not prejudice the Seller’s rights or remedies hereunder.

21.5 Information Covenants

The Buyer hereby covenants and agrees that, from the date of this Agreement until no further Aircraft are to be delivered hereunder, the Buyer will furnish or cause to be furnished to the Seller the following:

- a. Annual Financial Statements. As soon as available and in any event no later than the date that the Buyer furnishes such annual statements to the Securities and Exchange Commission or successor thereto (the “**SEC**”) (i) a copy of the SEC Form 10-K filed by the Buyer with the SEC for such fiscal year, or, if no such Form 10-K was filed by the Buyer for such a fiscal year, the consolidated balance sheet of the Buyer and its Subsidiaries, as at the end of such fiscal year and the related consolidated statements of operations, of common stockholders’ equity (deficit) (in the case of the Buyer and its Subsidiaries) and of cash flows for such fiscal year, setting forth comparative consolidated figures as of the end of and for the preceding fiscal year, and examined by any firm of independent public accountants of recognized standing selected by the Buyer and reasonably acceptable to the Seller, whose opinion will not be qualified as to the scope of audit or as to the status of the Buyer as a going concern, and (ii) a certificate of such accounting firm stating that its audit of the business of the Buyer was conducted in accordance with generally accepted auditing standards.
- b. Quarterly Financial Statements. As soon as available and in any event no later than the date that the Buyer furnishes such quarterly statements to the Securities and Exchange Commission or successor thereto, a copy of the SEC Form 10-Q filed by the Buyer with the SEC for such quarterly period, or, if no such Form 10-Q was filed by the Buyer with respect to any such quarterly period, the consolidated balance sheet of the Buyer and its Subsidiaries, as at the end of such quarterly period and the related consolidated statements of operations for such quarterly period and for the elapsed portion of the fiscal year ended with the last day of such quarterly period and in each case setting forth comparative consolidated figures as of the end of and for the related periods in the prior fiscal year, all of which will be certified by an Authorized Officer of the Buyer, subject to changes resulting from audit and normal year-end audit adjustments.
- c. Debt Rescheduling. (i) Promptly upon the Buyer commencing negotiations with one or more of its significant creditors with a view to general readjustment or rescheduling of all or any material part of its indebtedness under circumstances in which a reasonable business person, in the exercise of prudent business judgment, would conclude that the Buyer would otherwise not be able to pay such indebtedness as it falls due, notice of commencement of such negotiations, and (ii) thereafter timely advice of the progress of such negotiations until such negotiations are terminated or completed.
- d. Acceleration of other indebtedness. Immediately upon knowledge by the Buyer that the holder of any bond, debenture, promissory note or any similar evidence of indebtedness of the Buyer or Affiliate thereof (“**Other Indebtedness**”) has

demanded payment, given notice or exercised its right to a remedy having the effect of acceleration with respect to a claimed event of default under any Other Indebtedness, where the impact of the acceleration is likely to have a material adverse effect on the Buyer's ability to perform its obligations under or in connection with the transactions contemplated by this Agreement, notice of the demand made, notice given or action taken by such holder and the nature and status of the claimed event of default and what the action the Buyer is taking with respect thereto.

- e. Other Information. Promptly upon transmission thereof, copies of any filings and registrations with, and reports to, the SEC by the Buyer or any of its Subsidiaries, and, with reasonable promptness, such other information or documents (financial or otherwise) as the Seller may reasonably request from time to time.

For the purposes of this Clause 21, (x) an " **Authorized Officer** " of the Buyer will mean the Chief Executive Officer, the Chief Financial Officer or any Vice President and above who reports directly or indirectly to the Chief Financial Officer and (y) " **Subsidiaries** " will mean, as of any date of determination, those companies owned by the Buyer whose financial results the Buyer is required to include in its statements of consolidated operations and consolidated balance sheets.

- 21.6 Nothing contained in this Clause 21 will be deemed to waive or limit the Seller's rights or ability to request adequate assurance under Article 2, Section 609 of the Uniform Commercial Code (the " **UCC** "). It is further understood that any commitment of the Seller or the Propulsion Systems manufacturer to provide financing to the Buyer will not constitute adequate assurance under Article 2, Section 609 of the UCC.

22 MISCELLANEOUS PROVISIONS

22.1 Data Retrieval

On the Seller's reasonable request, the Buyer shall provide the Seller with all the necessary data, as customarily compiled by the Buyer and pertaining to the operation of the Aircraft, to assist the Seller in making an efficient and coordinated survey of all reliability, maintenance, operational and cost data with a view to monitoring the safety, availability and efficient and cost effective operations of the Airbus fleet worldwide.

22.2 Notices

All notices and requests required or authorized hereunder shall be given in writing either by personal delivery to a responsible officer of the party to whom the same is given or by commercial courier, certified air mail (return receipt requested), facsimile to be confirmed by subsequent registered mail at the addresses set forth below. The date upon which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier, certified air mail, facsimile or other electronic transmission, the date upon which sent, shall be deemed to be the effective date of such notice or request.

The Seller shall be addressed at:

Airbus S.A.S.
Attention: Senior Vice President Contracts
2, rond-point Maurice Bellonte
31707 Blagnac Cedex
France
Facsimile: 33 (05) 61 93 47 27

The Buyer shall be addressed at:

Delta Air Lines, Inc.
1030 Delta Boulevard, Dept. 923
Atlanta, Georgia 30354-1989
Attention: Vice President – Fleet Strategy and Transactions
Facsimile: (404) 715-2854

With a copy to:

Delta Air Lines, Inc.
1030 Delta Boulevard, Dept. 971
Atlanta, Georgia 30354-1989
Attention: General Counsel
Facsimile: (404) 715-7882

From time to time, the party receiving the notice or request may designate another address or another person.

22.3 Waiver

The failure of either party to enforce at any time any of the provisions of the Agreement, to exercise any right herein provided or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a present or future waiver of such provisions nor in any way to affect the validity of the Agreement or any part hereof or the right of the other party thereafter to enforce each and every such provision. The express waiver by either party of any provision, condition or requirement of the Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.4 INTENTIONALLY LEFT BLANK

22.5 Certain Representations of the Parties

22.5.1 Buyer's Representations

The Buyer represents and warrants to the Seller:

- (i) the Buyer is a corporation organized and existing in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into and perform its obligations under this Agreement;
- (ii) neither the execution and delivery by the Buyer of this Agreement, nor the consummation of any of the transactions by the Buyer contemplated thereby, nor the performance by the Buyer of the obligations thereunder, constitutes a breach of any agreement to which the Buyer is a party or by which its assets are bound; and
- (iii) this Agreement has been duly authorized, executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

22.5.2 Seller's Representations

The Seller represents and warrants to the Buyer:

- (i) the Seller is organized and existing in good standing under the laws of the Republic of France and has the corporate power and authority to enter into and perform its obligations under the Agreement;
- (ii) neither the execution and delivery by the Seller of this Agreement, nor the consummation of any of the transactions by the Seller contemplated thereby, nor the performance by the Seller of the obligations thereunder, constitutes a breach of any agreement to which the Seller is a party or by which its assets are bound; and
- (iii) this Agreement has been duly authorized, executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

22.6 INTERPRETATION AND LAW

22.6.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Each of the Seller and the Buyer (i) hereby irrevocably submits itself to the nonexclusive jurisdiction of the courts of the state of New York, New York County, of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, and (ii) hereby waives, and agrees not to assert, by way of motion, as a defence or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, any defence based on sovereign or other immunity or that the suit, action or proceeding which is referred to in clause (i) above is brought in an inconvenient forum, that the venue of such suit, action or

proceeding is improper, or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by these courts.

THE PARTIES HEREBY ALSO AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS TRANSACTION.

- 22.6.2 The Buyer for itself and its successors and assigns hereby designates and appoints the Secretary of the Buyer duly elected from time to time as its legal agent and attorney-in-fact upon whom all processes against the Buyer in any suit, action or proceeding in respect of any matter as to which it has submitted to jurisdiction under Subclause 22.6 may be served with the same effect as if the Buyer were a corporation organized under the laws of the State of New York and had lawfully been served with such process in such state, it being understood that such designation and appointments shall become effective without further action on the part of its Secretary.
- 22.6.3 The assumption in Subclause 22.6.1 made for the purpose of effecting the service of process shall not affect any assertion of diversity by either party hereto initiating a proceeding in the New York Federal Courts or seeking transfer to the New York Federal Courts on the basis of diversity.
- 22.6.4 Service of process in any suit, action or proceeding in respect of any matter as to which the Seller or the Buyer has submitted to jurisdiction under Subclause 22.6.1 may be made on the Seller by delivery of the same personally or by dispatching the same via Federal Express, UPS, or similar international air courier service prepaid to: CT Corporation, New York City offices as agent for the Seller, it being agreed that service upon CT Corporation shall constitute valid service upon the Seller or by any other method authorized by the laws of the State of New York, and (ii) may be made on the Buyer by delivery of the same personally or by dispatching the same by Federal Express, UPS, or similar international air courier service prepaid, return receipt requested to: Corporation Service Company, 80 State Street, Albany, New York 12207-2543, or by any other method authorized by the laws of the State of New York; provided in each case that failure to deliver or mail such copy shall not affect the validity or effectiveness of the service of process.
- 22.7 Confidentiality

Subject to any legal or governmental requirements of disclosure, the parties (which for this purpose shall include their employees, agents and advisors) shall maintain the terms and conditions of the Agreement and any reports or other data furnished hereunder strictly confidential. Without limiting the generality of the foregoing, the Buyer shall use reasonable efforts to limit the disclosure of the contents of the Agreement to the extent legally permissible in any filing required to be made by the Buyer with any governmental agency and shall make such applications as shall be necessary to implement the foregoing. the Seller agrees to provide to the Buyer, no less than fifteen (15) Working Days prior to the date by which the Buyer is required to make any such filing, provided however that the Buyer shall have given the Seller a minimum of thirty (30) days notice, a redacted version of the Agreement. The Buyer agrees to use such redacted version for filing of the Agreement with

the Securities and Exchange Commission, and the Buyer's filing shall include a request for confidential treatment of the Agreement. The Buyer and the Seller shall consult with each other prior to the making of any public disclosure or filing, permitted hereunder, of the Agreement or the terms and conditions thereof. The provisions of this Subclause 22.7 shall survive any termination of the Agreement.

22.8 [***]

[***]

22.9 Severability

In the event that any provision of the Agreement should for any reason be held to be without effect, the remainder of the Agreement shall remain in full force and effect. To the extent permitted by applicable law, each party hereto hereby waives any provision of law which renders any provision of the Agreement prohibited or unenforceable in any respect.

22.10 Alterations to Contract

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written. This Agreement shall not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by both parties or by their fully authorized representatives.

22.11 Inconsistencies

In the event of any inconsistency between the terms of the Agreement and the terms contained in either (i) the Specification, or (ii) any other Exhibit attached to the Agreement, in each such case the terms of such Specification or Exhibit shall prevail over the terms of the Agreement. For the purpose of this Subclause 22.11, the term Agreement shall not include the Specification or any other Exhibit hereto.

22.12 Language

All correspondence, documents and any other written matters in connection with the Agreement shall be in English.

22.13 Headings

All headings in the Agreement are for convenience of reference only and do not constitute a part of the Agreement.

22.14 Counterparts

This Agreement 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 but one and the same instrument.

IN WITNESS WHEREOF, the Agreement was entered into as of the day and year first above written.

AIRBUS S.A.S.

By: /s/ John J. Leahy

Title: Chief Operating Officer - Customers

DELTA AIR LINES, INC.

By: Nathaniel J. Pieper

Title: Vice President – Fleet Strategy & Transactions

A321 AIRCRAFT STANDARD SPECIFICATION

The A321 Standard Specification is contained in a separate folder.

A330 AIRCRAFT STANDARD SPECIFICATION

The A330 Standard Specification is contained in a separate folder.

SCN LISTING FOR A321 AIRCRAFT
Based on A321-200 Standard Specification [*]**

[***]

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 1

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

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 2

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

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 3

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

SCN LISTING FOR A330 AIRCRAFT
Based on A330-300 Standard Specification [*]**

[***]

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 1

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

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 2

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CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 3

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

FORM OF A SPECIFICATION CHANGE NOTICE

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 1

AIRBUS SPECIFICATION CHANGE NOTICE (SCN)	For SCN Number Issue Dated Page
<p>Title :</p> <p>Description :</p> <p>Effect on weight :</p> <ul style="list-style-type: none"> • Manufacturer's Weight Empty change : • Operational Weight Empty change : • Allowable Payload change : <p>Remarks / References</p> <p>Specification changed by this SCN</p> <p>This SCN requires prior or concurrent acceptance of the following SCN(s):</p>	
<p>Price per aircraft</p> <p>US DOLLARS:</p> <p>AT DELIVERY CONDITIONS:</p> <p>This change shall be effective on ___ AIRCRAFT N° ___ and subsequent,</p> <p>provided approval is received by _____</p> <p style="margin-left: 40px;">Buyer approval Seller approval</p> <p>By : By :</p> <p>Date : Date :</p>	

<p style="text-align: center;">AIRBUS</p> <p style="text-align: center;">SPECIFICATION CHANGE NOTICE</p> <p style="text-align: center;">(SCN)</p>	<p>For</p> <p>SCN Number</p> <p>Issue</p> <p>Dated</p> <p>Page</p>
<p>Specification repercussion:</p> <p>After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording shall read as follows:</p>	

<p>AIRBUS</p> <p>SPECIFICATION CHANGE NOTICE</p> <p>(SCN)</p>	<p>For</p> <p>SCN Number</p> <p>Issue</p> <p>Dated</p> <p>Page</p>
<p>Scope of change (FOR INFORMATION ONLY)</p>	

FORM OF A MANUFACTURER'S SPECIFICATION CHANGE NOTICE

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 1

AIRBUS MANUFACTURER'S SPECIFICATION CHANGE NOTICE (MSCN)	For MSCN Number Issue Dated Page
<p>Title :</p> <p>Description :</p> <p>Effect on weight :</p> <ul style="list-style-type: none"> • Manufacturer's Weight Empty change : • Operational Weight Empty change : • Allowable Payload change : <p>Remarks / References</p> <p>Specification changed by this MSCN</p>	
<p>Price per aircraft</p> <p>US DOLLARS:</p> <p>AT DELIVERY CONDITIONS:</p> <p>This change shall be effective on __ AIRCRAFT N° __ and subsequent,</p> <p>provided MSCN is not rejected by _____.</p> <p>Buyer approval Seller approval</p> <p>By : By :</p> <p>Date : Date :</p>	

<p style="text-align: center;">AIRBUS</p> <p style="text-align: center;">MANUFACTURER'S SPECIFICATION CHANGE NOTICE</p> <p style="text-align: center;">(MSCN)</p>	<p>For</p> <p>MSCN Number</p> <p>Issue</p> <p>Dated</p> <p>Page</p>
<p>Specification repercussion:</p> <p>After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording shall read as follows:</p>	

<p>AIRBUS</p> <p>MANUFACTURER'S SPECIFICATION CHANGE NOTICE</p> <p>(MSCN)</p>	<p>For</p> <p>MSCN Number</p> <p>Issue</p> <p>Dated</p> <p>Page</p>
<p>Scope of change (FOR INFORMATION ONLY)</p>	

FORM OF [*]**

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 1

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

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 2

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

AIRFRAME PRICE REVISION FORMULA**1 BASE PRICE**

The Airframe Base Prices quoted in Subclauses 3.1.1 of the Agreement are subject to adjustment for [***].

2 BASE PERIOD

The Airframe Base Price has been established in accordance with [***].

3 INDEXES

Labor Index: [***]

[***]

[***]

Material Index: [***]

[***]

4 REVISION FORMULA

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

5 GENERAL PROVISIONS

5.1 Roundings

The Labor Index average and the Material Index [***].

[***]

[***]

[***]

5.2 Substitution of Indexes for Airframe Price Revision Formula

If:

(i) [***], or

(ii) [***], or

(iii) [***];

[***]

[***]

[***]

5.3 Final Index Values

The index values as defined in Clause 4 above shall be considered final [***].

5.4 Limitation

[***]

CFM INTERNATIONAL PROPULSION SYSTEM PRICE REVISION FORMULA**1.1 Reference Price of the Propulsion System**

The Reference Price for a set of two (2) CFM International CFM56-5B3/3 series Propulsion System is as quoted in Subclause 3.1.2.1 of the Agreement.

[***]

1.2 Reference Periods

[***]

1.3 Indexes

Labor Index: [***]

[***]

[***]

Material Index: “[***]

[***]

1.4 Revision Formula

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

1.5 General Provisions

1.5.1 Roundings

1.5.2 Final Index Values

1.5.3 Interruption of Index Publication

1.5.4 Annulment of the Formula

1.5.5 Limitation

GENERAL ELECTRIC PROPULSION SYSTEMS PRICE REVISION FORMULA**1 REFERENCE PRICE OF THE PROPULSION SYSTEMS**

The Reference Price of a set of two (2) GENERAL ELECTRIC CF6-80E1A4B Propulsion Systems is as quoted in Subclause 3.1.2.3 of the Agreement.

This Reference Price is subject to adjustment for changes in [***].

2 REFERENCE PERIOD

[***]

3 INDEXES

Labor Index: [***]

[***].

[***]

[***]

[***]

4 REVISION FORMULA

[***]

[***]

[***]

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5 GENERAL PROVISIONS

5.1 Roundings

[***]

[***]

[***]

[***]

5.2 Final Index Values

[***]

5.3 Interruption of Index Publication

[***]

[***]

5.4 Annulment of Formula

***]

5.5 Limitations

S***]

CT1301535_PA_DAL_A321 A330 EXECUTION

Exh 3

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

FORM OF CERTIFICATE OF ACCEPTANCE

In accordance with the terms of [clause [•]] of the purchase agreement dated [*day*] [*month*] [*year*] and made between [*insert name of the party to the Purchase Agreement*] (the “ **Buyer** ”) and Airbus S.A.S. as amended and supplemented from time to time (the “ **Purchase Agreement** ”), the technical acceptance tests relating to one Airbus A3[•]-[•] aircraft, bearing manufacturer’s serial number [•], and registration mark [•](the “ **Aircraft** ”) have taken place in [Blagnac/Hamburg].

In view of said tests having been carried out with satisfactory results, the Buyer, [hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights of the Buyer that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Buyer, has caused this instrument to be executed by its duly authorized representative this ____ day of [*month*], [*year*] in [Blagnac/Hamburg].

BUYER

Name:

Title:

Signature:

FORM OF BILL OF SALE

Know all men by these presents that Airbus S.A.S., a *société par actions simplifiée* existing under French law and having its principal office at 1 rond-point Maurice Bellonte, 31707 Blagnac Cedex, FRANCE (the “Seller”), is this [*day*] [*month*] [*year*] the owner of the title to the following airframe (the “Airframe”), the [engines/propulsion systems] as specified (the “[Engines/Propulsion Systems]”) and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment (“BFE”), incorporated therein, installed thereon or attached thereto on the date hereof (the “Parts”):

AIRFRAME:

AIRBUS Model A3[•]-[•]

MANUFACTURER’S

SERIAL NUMBER: [•]

[ENGINES/PROPULSION SYSTEMS]:

[Insert name of engine or propulsion system manufacturer] Model [•]

ENGINE SERIAL NUMBERS:

LH: [•]

RH: [•]

REGISTRATION MARK: [•]

[and [has] such title to the BFE as was acquired by it from [*insert name of vendor of the BFE*] pursuant to a bill of sale dated ____ [month] [year] (the “BFE Bill of Sale”).

The Airframe, Engines/Propulsion Systems and Parts are hereafter together referred to as the “Aircraft”.

The Seller does this ____ day of [month] [year], sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft [and the BFE] to the following entity and to its successors and assigns forever, said Aircraft [and the BFE] to be the property thereof:

[*Insert Name/Address of Buyer*]
(the “Buyer”)

The Seller hereby warrants to the Buyer, its successors and assigns that it has[(i)] good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there is conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller shall warrant and defend such title forever against all claims and demands whatsoever [and (ii)] such title to the BFE as Seller has acquired from [*insert name of vendor of the BFE*] pursuant to the BFE Bill of Sale].

This Bill of Sale shall be governed by and construed in accordance with the laws of [*same governing law as the Purchase Agreement*].

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this ____ day of [month], [year] in [Blagnac/Hamburg].

AIRBUS S.A.S.

Name:

Title:

Signature:

SELLER SERVICE LIFE POLICY – LIST OF ITEMS

1 The Items covered by the Service Life Policy pursuant to Subclause 12.2 are those Seller Items of primary and auxiliary structure described hereunder.

2 WINGS - CENTER AND OUTER WING BOX (LEFT AND RIGHT)

2.1 Wing Structure

2.1.1 [***]

2.1.2 [***]

2.1.3 [***]

2.2 Fittings

2.2.1 [***]

2.2.2 [***]

2.2.3 [***]

2.2.4 [***]

2.3 Auxiliary Support Structure

2.3.1 [***]

2.3.1.1 [***]

2.3.1.2 [***]

2.3.2 [***]

2.3.2.1 [***]

2.3.2.2 [***]

2.3.3 [***]

2.3.3.1 [***]

2.3.3.2 [***]

2.4 Pylon

2.4.1 [***]

2.4.1.1 [***]

2.4.1.2 Ribs

2.4.1.3 [***]

2.4.1.4 [***]

3 FUSELAGE

3.1 Fuselage structure

3.1.1 [***]

3.1.2 [***]

3.1.3 [***]

3.1.4 [***]

3.1.5 [***]

3.1.6 [***]

3.1.7 [***]

3.1.8 [***]

3.2 Fittings

3.2.1 [***]

3.2.2 [***]

3.2.3 [***]

4 STABILIZERS

4.1 Horizontal Stabilizer Main Structural Box

4.1.1 [***]

4.1.2 [***]

4.1.3 [***]

4.1.4 [***]

4.1.5 [***]

4.1.5.1 [***]

4.1.5.2 [***]

4.2 Vertical Stabilizer Main Structural Box

4.2.1 [***]

4.2.2 [***]

4.2.3 [***]

4.2.4 [***]

4.2.5 [***]

4.2.5.1 Hinge brackets

4.2.5.2 Servo control attachment brackets

5 [***]

[***]

TECHNICAL DATA INDEX

[***]

[***]

[***]:

[***]

[***]

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[***]

- [***]
- [***]

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- [***]
- [***]

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- [***]
- [***]
- [***]

[***]

[***]

[***]

[***]

[***]

[***]

NOMENCLATURE	Abbr	Avail	Form	Type	Qty	Deliv	Comments
OPERATIONAL MANUALS AND DATA							
[***]	[***]	[***]	[***]	[***]	[***]	[***]	
		[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
		[***]	[***]	[***]	[***]	[***]	[***]
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SA = Single Aisle: A318/A319/A320/A321 / LR = Long Range: A330/A340

CT1301535_PA_DAL_A321 A330 EXECUTION

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

NOMENCLATURE	Abbr	Avail	Form	Type	Qty	Deliv	Comments
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NOMENCLATURE	Abbr	Avail	Form	Type	Qty	Deliv	Comments
STRUCTURAL MANUALS							
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NOMENCLATURE	Abbr	Avail	Form	Type	Qty	Deliv	Comments
ENGINEERING DOCUMENTS							
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NOMENCLATURE	Abbr	Avail	Form	Type	Qty	Deliv	Comments
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MATERIAL SUPPLY AND SERVICES**1. GENERAL****1.1 Scope**

- 1.1.1 This Exhibit H sets forth the terms and conditions for the support and services offered by the Seller to the Buyer with respect to Material (as defined below).
- 1.1.2 References made to Articles shall be deemed to refer to articles of this Exhibit H unless otherwise specified.
- 1.1.3 For purposes of this Exhibit H:
- (i) The term “ **Supplier** ” shall mean any supplier providing any of the Material listed in Article 1.2.1 and the term “ **Supplier Part** ” shall mean an individual item of Material.
 - (ii) The term “ **SPEC 2000** ” means the “E-Business Specification for Materials Management” document published by the Air Transport Association of America.

1.2 Material Categories

- 1.2.1 Each of the following constitutes “ **Material** ” for purposes of this Exhibit H:

- (i) Seller parts;
- (ii) Supplier Parts classified as Repairable Line Maintenance Parts (as defined in SPEC 2000);
- (iii) Supplier Parts classified as Expendable Line Maintenance Parts (as defined in SPEC 2000);
- (iv) Seller and Supplier ground support equipment and specific-to-type tools.

where “ **Seller Parts** ” means Seller’s proprietary parts bearing a part number of the Seller or for which the Seller has the exclusive sales rights.

- 1.2.2 [***]

1.3 Term

During a period commencing on the date hereof and continuing [***], the Seller shall maintain, or cause to be maintained, a reasonable stock of Seller Parts.

The Seller shall use reasonable efforts to obtain a similar service from all Suppliers of Suppliers parts originally installed on an Aircraft at Delivery.

1.4 Airbus Material Store

1.4.1 US Spares Center

The Seller has established and shall maintain or cause to be maintained, during the Term, a spare parts warehouse located in the United States (the “ **US Spares Center** ”). The US Spares Center shall be operated twenty-four (24) hours per day, seven (7) days per week, for the handling of AOG and critical orders for Seller Parts

1.4.2 Material Support Center, Germany

The Seller has established its material handling headquarters in Hamburg, Germany (the “ **Airbus Material Center** ”) and shall, during the Term, maintain, or have maintained on its behalf, a central store of Seller Parts. The Airbus Material Center shall be operated twenty-four (24) hours per day, seven (7) days per week.

1.4.3 Other Points of Shipment

1.4.3.1 In addition to the US Spares Center and the Airbus Material Center, the Seller and its Affiliates operate a global network of regional satellite stores (the “ **Regional Satellite Stores** ”). A list of such stores shall be provided to the Buyer upon the Buyer’s request.

1.4.3.2 Subject to Article 1.4.1, the Seller reserves the right to effect deliveries from distribution centers other than the US Spares Center or the Airbus Material Center, which may include the Regional Satellite Stores or any other production or Supplier’s facilities.

1.5 Customer Order Desk

The Seller operates a “ **Customer Order Desk** ”, the main functions of which are:

- (i) Management of order entries for all priorities, including Aircraft On Ground (“ **AOG** ”);
- (ii) Management of order changes and cancellations;
- (iii) Administration of Buyer’s routing instructions;
- (iv) Management of Material returns;
- (v) Clarification of delivery discrepancies;
- (vi) Issuance of credit and debt notes.

The Buyer hereby agrees to communicate its orders for Material to the Customer Order Desk either in electronic format (SPEC 2000) or via the Internet.

1.7 Commitments of the Buyer

1.7.1 During the Term, the Buyer [***]

- (i) [***], or
- (ii) [***].

1.7.2 [***]

- (i) [***]; and
- (ii) [***].

1.7.2.1 [***]

1.7.2.2 [***]

[***]

[***]

1.7.2.3 [***]

1.7.2.4 [***]

2. INITIAL PROVISIONING

2.1 Period

The initial provisioning period commences with the [***] (“ **Initial Provisioning Period** ”).

2.2 Pre-Provisioning Meeting

- 2.2.1 The Seller shall organize a pre-provisioning meeting at the US Spares Center or at the Airbus Material Center, or at any other agreed location, for the purpose of setting an acceptable schedule and working procedure for the preparation of the initial issue of the Provisioning Data and the Initial Provisioning Conference referred to in Articles 2.3 and 2.4 below (the “ **Pre-Provisioning Meeting** ”).

During the Pre-Provisioning Meeting, the Seller shall familiarize the Buyer with the provisioning processes, methods and formulae of calculation and documentation.

- 2.2.2 The Pre-Provisioning Meeting shall take place on an agreed date that is no later than [***] prior to Scheduled Delivery Month of the first Aircraft, allowing a minimum preparation time of [***] for the Initial Provisioning Conference.

2.3 Initial Provisioning Conference

The Seller shall organize an initial provisioning conference at the US Spares Center or at the Airbus Material Center (the “ **Initial Provisioning Conference** ”), the purpose of which shall be to agree the material scope and working procedures to accomplish the initial provisioning of Material (the “ **Initial Provisioning** ”).

The Initial Provisioning Conference shall take place at the earliest [***].

2.4 Provisioning Data

2.4.1 Provisioning data generally in accordance with SPEC 2000, Chapter 1, for Material described in Articles 1.2.1 (i) through 1.2.1 (iii) (“ **Provisioning Data** ”) shall be supplied by the Seller to the Buyer in the English language, in a format and timeframe to be agreed during the Pre-Provisioning Meeting.

2.4.1.1 Unless a longer revision cycle has been agreed, the Provisioning Data shall be revised [***] up to the end of the Initial Provisioning Period.

2.4.1.2 The Seller shall ensure that Provisioning Data is provided to the Buyer in time to permit the Buyer to perform any necessary evaluation and to place orders in a timely manner.

2.4.1.3 Provisioning Data generated by the Seller shall comply with the configuration of the Aircraft as documented [***] before the date of issue.

This provision shall not cover:

- (i) Buyer modifications not known to the Seller, or
- (ii) other modifications not approved by the Seller’s Aviation Authorities.

2.4.2 Supplier-Supplied Data

Provisioning Data relating to each Supplier Part (both initial issue and revisions) shall be produced by Supplier thereof and may be delivered to the Buyer either by the Seller or such Supplier. It is agreed and understood by the Buyer that the Seller shall not be responsible for the substance, accuracy or quality of such data. Such Provisioning Data shall be provided in either SPEC 2000 format or any other agreed format.

2.4.3 Supplementary Data

The Seller shall provide the Buyer with data supplementary to the Provisioning Data, comprising local manufacture tables, ground support equipment, specific-to-type tools and a pool item candidate list.

2.5 Commercial Offer

Upon the Buyer's request, the Seller shall submit a commercial offer for Initial Provisioning Material which shall include a delivery date for such Initial Provisioning Material.

2.6 Delivery of Initial Provisioning Material

2.6.1 During the Initial Provisioning Period, Initial Provisioning Material shall conform to the latest known configuration standard of the Aircraft for which such Material is intended as reflected in the Provisioning Data transmitted by the Seller.

2.6.2 The delivery of Initial Provisioning Material shall take place (i) according to the conditions specified in the commercial offer mentioned in Article 2.5 and (ii) at a location designated by the Buyer.

2.6.3 All Initial Provisioning Material shall be packaged in accordance with ATA 300 Specification.

2.7 [***]

(a) [***]

(b) [***]

(c) [***]

(i) [***];

(ii) [***];

(iii) [***];

(iv) [***];

(v) [***];

(vi) [***];

(vii) [***]

(d) [***]:

(i) [***];

(ii) [***]

(e) [***]

(f) [***]

(g) [***]

3. **OTHER MATERIAL SUPPORT**

As of the date hereof, the Seller currently offers various types of parts support through the Customer Services Catalog on the terms and conditions set forth therein from time to time, including, but not limited to the lease of certain Seller Parts, the repair of Seller Parts and the sale or lease of ground support equipment and specific-to-type tools.

4. **WARRANTIES**

4.1 **Seller Parts**

Subject to the limitations and conditions as hereinafter provided, the Seller warrants to the Buyer that all Seller Parts, sold under this Exhibit H shall at delivery to the Buyer:

- (i) be free from defects in material.
- (ii) be free from defects in workmanship, including without limitation processes of manufacture.
- (iii) be free from defects in design having regard to the state of the art of such design; and
- (iv) be free from defects arising from failure to conform to the applicable specification for such part.

4.1.1 **Warranty Period**

4.1.1.1 The warranty period for Seller Parts [***]for new Seller Parts and eighteen (18) months for used Seller Parts from delivery of such parts to the Buyer.

4.1.1.2 Whenever any Seller Part that contains a defect for which the Seller is liable under Article 4.1 has been corrected, replaced or repaired pursuant to the terms of this Article 4.1, the period of the Seller's warranty with respect to such corrected, repaired or replacement Seller Part, as the case may be, [***].

4.1.2 **Buyer's Remedy and Seller's Obligation**

The Buyer's remedy and the Seller's obligation and liability under this Article 4.1 are limited to the repair, replacement or correction, at the Seller's expense and option, of any Seller Part that is defective.

The Seller may alternatively furnish to the Buyer's account with the Seller a credit equal to the price of such Seller Part.

The provisions of Subclauses 12.1.5 through 12.1.10 of the Agreement shall apply to claims made pursuant to this Article 4.1.

4.2 Supplier Parts

With respect to Supplier Parts to be delivered to the Buyer under this Exhibit H, the Seller agrees to transfer to the Buyer the benefit of any warranties, which the Seller may have obtained from the corresponding Suppliers and the Buyer hereby agrees that it shall accept the same.

4.3 Waiver, Release and Renunciation

THIS ARTICLE 4 (INCLUDING ITS SUBPARTS) SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS EXHIBIT H OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY SELLER PART, MATERIAL, LEASED PART, OR SERVICES DELIVERED BY THE SELLER UNDER THIS EXHIBIT H.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS ARTICLE 4 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE SELLER PARTS, MATERIALS, LEASED PARTS, OR SERVICES SUPPLIED UNDER THIS EXHIBIT H. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER AND ITS SUPPLIERS, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY SELLER PART, MATERIAL, LEASED PART, OR SERVICES DELIVERED BY THE SELLER UNDER THIS EXHIBIT H, INCLUDING BUT NOT LIMITED TO:

- (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
- (2) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (3) ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;
- (4) ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE,

INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;

- (5) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
- (6) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;
- (7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:
 - (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THE AGREEMENT;
 - (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THE AGREEMENT;
 - (c) LOSS OF PROFITS AND/OR REVENUES;
 - (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES PROVIDED BY THIS EXHIBIT H SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS ARTICLE 4 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS ARTICLE 4 SHALL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSES OF THIS ARTICLE 4, THE "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ANY OF ITS SUPPLIERS, SUBCONTRACTORS AND AFFILIATES.

4.4 Duplicate Remedies

The remedies provided to the Buyer under this Article 4 as to any part thereof are mutually exclusive and not cumulative. The Buyer shall be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Article 4 for any particular defect for which remedies are provided under this Article 4; provided, however, that the Buyer shall not be entitled to elect a remedy under one part of this Article 4 that constitutes a duplication of any remedy elected by it under any other part hereof for the same defect. [***]

5. COMMERCIAL CONDITIONS

5.1 Delivery Terms

All Material prices are quoted on the basis of Free Carrier (FCA) delivery terms, without regard to the place from which such Material is shipped. The term “ **Free Carrier (FCA)** ” is as defined in the Incoterms 2010 publication issued by the International Chamber of Commerce,

5.2 Payment Procedures and Conditions

All payments under this Exhibit H shall be made in accordance with the terms and conditions set forth in the then current Customer Services e-Catalog.

5.3 Title

Title to any Material purchased under this Exhibit H shall remain with the Seller until full payment of the invoices and interest thereon, if any, has been received by the Seller.

The Buyer hereby undertakes that Material title to which has not passed to the Buyer, shall be kept free from any debenture or mortgage or any similar charge or claim in favour of any third party.

5.4 [***]

[***]

6. EXCUSABLE DELAY

[***]

7. [***]

[***]

8. INCONSISTENCY

In the event of any inconsistency between this Exhibit H and the Customer Services Catalog or any order placed by the Buyer, this Exhibit H shall prevail to the extent of such inconsistency.

INDEX OF LETTER AGREEMENTS

1. Letter Agreement No. 1 – [***]
2. Letter Agreement No. 2 – [***]
3. Letter Agreement No. 3 – [***]
4. Letter Agreement No. 4 – [***]
5. Letter Agreement No. 5 – *Reserved*
6. Letter Agreement No. 6A – [***]
7. Letter Agreement No. 6B – [***]
8. Letter Agreement No. 7A – [***]
9. Letter Agreement No. 7B – [***]
10. Letter Agreement No. 8 – [***]
11. Letter Agreement No. 9 – [***]
12. Letter Agreement No. 10 – [***]

AMENDMENT NO. 1

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. 1 (this “**Amendment**”), is dated as of May 29, 2014, 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 (the “**Agreement**”), which covers the sale by the Seller and the purchase by the Buyer of thirty (30) A321 Aircraft and ten (10) A330 Aircraft;

WHEREAS, the Buyer wishes to purchase and the Seller agrees sell fifteen (15) additional A321 aircraft subject to the terms and condition contained herein;

WHEREAS, the Buyer wishes to modify the Scheduled Delivery Month of an A330 Aircraft subject to the terms and condition contained herein; 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 terms :

2013 A321 Aircraft - any or all of the A321-200 model aircraft to be purchased by the Buyer pursuant to the Agreement bearing CAC ids 468296, 468295, 468294, 468293, 468292, 468291, 468290, 468289, 468288, 468287, 468286, 468285, 468284, 468283, 468282,

468281, 468280, 468279, 468278, 468277, 468276, 468275, 468274, 468273, 468272, 468271, 468270, 468269, 468268, 468267 together with all components, equipment, parts and accessories installed in or on such aircraft and the A321 Propulsion System installed thereon upon delivery.

2013 Aircraft - any or all of the thirty (30) 2013 A321 Aircraft and the ten (10) A330 Aircraft.

2014 A321 Aircraft - any or all of the A321-200 model aircraft to be purchased by the Buyer pursuant to this Amendment, bearing rank numbers 41 to 55 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.

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

A321 Aircraft - any or all of the 2013 A321 Aircraft and 2014 A321 Aircraft.

Aircraft - any or all of the forty (40) 2013 Aircraft and fifteen (15) 2014 A321 Aircraft.

2. **DELIVERY SCHEDULE**

2.1 The Buyer and the Seller agree to (i) advance the Scheduled Delivery Month for the A330-300 Aircraft bearing CAC ID No. 468259 (the “**Certification Aircraft**”), originally scheduled for Delivery in October 2015, to July 2015 and (ii) add the 2014 A321 Aircraft to the delivery schedule in Clause 9.1.1 of the Agreement.

2.2 In consideration of Clause 2.1 above, Clause 9.1.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

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 quarters set forth in the table below (each, a “**Scheduled Delivery Quarter**”).

CAC ID	Aircraft Type	Scheduled Delivery Month/Quarter/Year	CAC ID	Aircraft Type	Scheduled Delivery Quarter/Year
468257	2013 A330	May 2015	468286	***	***
468258	2013 A330	June 2015	468287	***	***
468259	2013 A330	July 2015	468288	***	***
468260	2013 A330	December 2015	468266	***	***
468267	2013 A321	January 2016	468289	***	***
468268	2013 A330	January 2016	468290	***	***
468269	2013 A321	March 2016	468291	***	***
468261	2013 A321	February 2016	468292	***	***
468270	2013 A321	April 2016	468293	***	***
468271	2013 A321	May 2016	468294	***	***
468272	2013 A321	June 2016	468295	***	***
468273	2013 A321	June 2016	468296	***	***
468262	2013 A330	2 nd Quarter 2016	Rank 41	***	***
468263	***	***	Rank 42	***	***
468274	***	***	Rank 43	***	***
468275	***	***	Rank 44	***	***
468276	***	***	Rank 45	***	***
468277	***	***	Rank 46	***	***
468264	***	***	Rank 47	***	***
468278	***	***	Rank 48	***	***
468279	***	***	Rank 49	***	***
468280	***	***	Rank 50	***	***
468281	***	***	Rank 51	***	***
468282	***	***	Rank 52	***	***
468283	***	***	Rank 53	***	***
468284	***	***	Rank 54	***	***
468265	***	***	Rank 55	***	***
468285	***	***			

3. EXHIBIT A-3 (CHANGE ORDERS TO A321 AIRCRAFT STANDARD SPECIFICATION)

The Buyer and Seller agree to delete Exhibit A-3 to the Agreement and replace it with Exhibit A-3 attached hereto.

4. FIELD ASSISTANCE

Clause 15.1.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

In addition to the services of Seller customer support representative(s) (each a “**Seller Representative**”), provided by the Seller in prior agreement between the Seller and the Buyer, the Seller shall provide [***] to the Buyer [***] of exclusive services of a Seller Representative(s) at the Buyer’s main base or such other locations as the parties may agree at Delivery of the first Aircraft.

5. EFFECT OF THE AMENDMENT

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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

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.

6. 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.

7. 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.

8. ASSIGNMENT

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

9. 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. 1 to be signed by their duly authorized officers thereunto as of the date first above written.

Agreed and Accepted

Agreed and Accepted

DELTA AIR LINES, INC.

AIRBUS S.A.S.

By : /s/ Nathaniel Pieper

By : John J. Leahy

Its : Vice President - Fleet Strategy & Transactions Its: Chief Operating Officer, Customers

AMENDMENT NO. 2

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. 2 (this “**Amendment**”), is entered into as of November 5, 2014, 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 A321 Aircraft and A330 Aircraft Purchase Agreement dated September 3, 2013, 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 modify the Scheduled Delivery Month of an A330 Aircraft in accordance with the terms and conditions contained herein.

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. **AMENDMENT**

1.1 The Buyer and the Seller agree to advance the Scheduled Delivery Month of the A330-300 Aircraft bearing [***].

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

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 quarters set forth in the table below (each, a “**Scheduled Delivery Quarter**”).

CAC ID	Aircraft Type	Scheduled Delivery Month/Quarter/Year	CAC ID	Aircraft Type	Scheduled Delivery Quarter/Year
468257	2013 A330	May - 2015	468286	***	***
468258	2013 A330	June - 2015	468287	***	***
468259	2013 A330	July - 2015	468288	***	***
468260	2013 A330	November - 2015	468266	***	***
468267	2013 A321	January - 2016	468289	***	***
468268	2013 A330	January - 2016	468290	***	***
468261	2013 A321	February - 2016	468291	***	***
468269	2013 A321	March - 2016	468292	***	***
468270	2013 A321	April - 2016	468293	***	***
468262	2013 A330	April - 2016	468294	***	***
468271	2013 A321	May - 2016	468295	***	***
468263	2013 A330	May - 2016	468296	***	***
468272	2013 A321	June - 2016	10017657	***	***
468273	2013 A321	June - 2016	10017658	***	***
468274	***	***	10017659	***	***
468264	***	***	10017660	***	***
468275	***	***	10017661	***	***
468276	***	***	10017662	***	***
468277	***	***	10017663	***	***
468278	***	***	10017664	***	***
468279	***	***	10017665	***	***
468280	***	***	10017666	***	***
468281	***	***	10017667	***	***
468282	***	***	10017668	***	***
468283	***	***	10017669	***	***
468284	***	***	10017670	***	***
468265	***	***	10017671	***	***
468285	***	***			

2. **EFFECT OF THE AMENDMENT**

- 2.1 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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.
- 2.2 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.

3. 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.

4. GOVERNING LAW

4.1 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.

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

5. ASSIGNMENT

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

6. 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).

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

Agreed and Accepted

DELTA AIR LINES, INC.

By : /s/ Nathaniel Pieper
Its : Vice President - Fleet Strategy & Transactions

AMENDMENT NO. 3

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. 3 (this “ **Amendment** ”), is entered into as of November 5, 2014, 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 A321 Aircraft and A330 Aircraft Purchase Agreement dated September 3, 2013, 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 agreed to increase the number of A321 Aircraft from the thirty (30) to forty five (45) and modify the Scheduled Delivery Month of an A330 Aircraft in accordance with the terms and conditions set forth in Amendment No. 1 to the Agreement; and

WHEREAS, the Buyer and the Seller agreed to modify the Scheduled Delivery Month of an A330 Aircraft in accordance with the terms and conditions set forth in Amendment No. 2 to the Agreement; and

WHEREAS, In consideration of the Buyer and the Seller having entered into [***], as may be amended from time to time, the parties agree to the terms and conditions set forth in this Amendment No. 3 to the Agreement.

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. AMENDMENT

Letter Agreement No. 1 is deleted in its entirety and is replaced by the amended and restated Letter Agreement No. 1 attached hereto.

2. EFFECT OF THE AMENDMENT

- 2.1 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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.
- 2.2 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.

3. 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.

4. GOVERNING LAW

- 4.1 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.
- 4.2 It is agreed that the united nations convention on contracts for the international sale of goods will not apply to this amendment.

5. ASSIGNMENT

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

6. 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. 3 to be signed by their duly authorized officers thereunto as of the date first above written.

AIRBUS S.A.S.

By: John J. Leahy
Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper
Title: Vice President
Fleet Strategy & Transactions

AMENDMENT NO. 4

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. 4 (this “ **Amendment** ”), is entered into as of January 15th, 2014, 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 A321 Aircraft and A330 Aircraft Purchase Agreement dated September 3, 2013, 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 modify the Scheduled Delivery Month of an A321 Aircraft and an A330 Aircraft in accordance with the terms and conditions contained herein.

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. **AMENDMENT**

- 1.1 The Buyer and the Seller agree to (i) defer the Scheduled Delivery Month of [***] and (ii) advance the Scheduled Delivery Month of the [***].
- 1.2 Clause 9.1.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

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 quarters set forth in the table below (each, a “**Scheduled Delivery Quarter**”).

CAC ID	Aircraft Type	Scheduled Delivery Month/Quarter/Year	CAC ID	Aircraft Type	Scheduled Delivery Quarter/Year
468257	2013 A330	May - 2015	468286	[***]	[***]
468258	2013 A330	June - 2015	468287	[***]	[***]
468259	2013 A330	July - 2015	468288	[***]	[***]
468260	2013 A330	November - 2015	468266	[***]	[***]
468261	2013 A330	January - 2016	468289	[***]	[***]
468268	2013 A321	February - 2016	468290	[***]	[***]
468269	2013 A321	March - 2016	468291	[***]	[***]
468270	2013 A321	April - 2016	468292	[***]	[***]
468262	2013 A330	April - 2016	468293	[***]	[***]
468271	2013 A321	May - 2016	468294	[***]	[***]
468263	2013 A330	May - 2016	468295	[***]	[***]
468264	2013 A330	May - 2016	468296	[***]	[***]
468272	2013 A321	June - 2016	10017657	[***]	[***]
468273	[***]	[***]	10017658	[***]	[***]
468274	[***]	[***]	10017659	[***]	[***]
468267	[***]	[***]	10017660	[***]	[***]
468275	[***]	[***]	10017661	[***]	[***]
468276	[***]	[***]	10017662	[***]	[***]
468277	[***]	[***]	10017663	[***]	[***]
468278	[***]	[***]	10017664	[***]	[***]
468279	[***]	[***]	10017665	[***]	[***]
468280	[***]	[***]	10017666	[***]	[***]
468281	[***]	[***]	10017667	[***]	[***]
468282	[***]	[***]	10017668	[***]	[***]
468283	[***]	[***]	10017669	[***]	[***]
468284	[***]	[***]	10017670	[***]	[***]
468265	[***]	[***]	10017671	[***]	[***]
468285	[***]	[***]			

2. EFFECT OF THE AMENDMENT

- 2.1 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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.
- 2.2 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.

3. 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.

4. GOVERNING LAW

- 4.1 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.
- 4.2 It is agreed that the united nations convention on contracts for the international sale of goods will not apply to this amendment.

5. ASSIGNMENT

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

6. 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).

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

Agreed and Accepted

DELTA AIR LINES, INC.

By : /s/ Nathaniel J. Pieper
Its: Vice President - Fleet Strategy & Transactions

AMENDMENT NO. 5

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. 5 (this “**Amendment**”), is entered into as of May --- 20, 2015, 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 A321 Aircraft and A330 Aircraft Purchase Agreement dated as of September 3, 2013, 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, pursuant to the Buyer’s selection of the A330 Propulsion System, the Buyer and the Seller agree to (i) modify the A330 Propulsion System designation and all related provisions thereto in the Agreement, and (ii) amend certain other provisions in the Agreement.

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. AMENDMENTS

1.1 Definitions

The following defined terms replace those set forth in Clause 0 of the Agreement.

A330 Specification - means the A330 Standard Specification (i) as shall be amended by all applicable SCNs and MSCNs and (ii) amended to reflect the Buyer's acceptance of SCN references [***] a maximum take-off weight (MTOW) of [***], a maximum landing weight (MLW) of [***] and a maximum zero fuel weight (MZFW) of [***] and (b) installation of CF6-80E1A4 propulsion systems, respectively. [***]

AirbusWorld GTC or GTC - General Terms and Conditions of Access to and Use of the Secure Area of the AirbusWorld/Online Services between the Seller and the Buyer (as successor in interest to Northwest Airlines Inc.) dated November 2, 2006, as may be amended from time to time.

1.2 Specification

Clause 2.3 of the Agreement is hereby deleted in its entirety and is replaced with the following:

“2.3 Propulsion Systems

2.3.1 Each A321 Airframe shall be equipped with a set of two (2) CFM CFM56-5B3/3 propulsion systems with [***] (such set, an “**A321 Propulsion System**”).

2.3.2 Each A330 Airframe shall be equipped with a set of two (2) GE CF6-80E1A4 propulsion systems [***] (such set, an “**A330 Propulsion System**”).”

1.3 Price

Clause 3.1 of the Agreement is hereby deleted in its entirety and is replaced with the following:

“3.1 Base Price of the Aircraft

The “**Base Price**” of each Aircraft is the sum of:

- (i) the Base Price of the Airframe, and
- (ii) the Base Price of the Propulsion System.

3.1.1 Base Price of the Airframe

3.1.1.1 Base Price of the A321 Airframe

The “ **Base Price of the A321 Airframe** ” is the sum of the following base prices:

- (i) the base price of the A321 Airframe corresponding to the A321 Standard Specification, including nacelles and thrust reversers, and excluding BFE, which is:

[***]
[***] and

- (ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-3, which is:

[***]
[***]

The Base Price of the A321 Airframe is expressed [***] delivery conditions and shall be revised to the actual Delivery Date of each A321 Aircraft in accordance with the Airframe Price Revision Formula.

3.1.1.2 Base Price of the A330 Airframe

The “ **Base Price of the A330 Airframe** ” is the sum of the following base prices:

- (i) the base price of the A330 Airframe corresponding to the A330 Standard Specification and excluding BFE, which is:

[***]
[***] and

- (ii) the sum of the base prices of any and all SCNs (excluding one-time charges) set forth in Exhibit A-4, which is:

[***]
[***]

The Base Price of the A330 Airframe is expressed in [***] delivery conditions and shall be revised to the actual Delivery Date of each A330 Aircraft in accordance with the Airframe Price Revision Formula set forth in Exhibit C-1.

3.1.2 Base Price of Propulsion Systems

3.1.2.1 The base price of a set of two (2) CFM CFM56-5B3/3 propulsion systems (the “ **Propulsion System A Base Price** ”) is:

[***]
[***]

Said base price is expressed in [***] delivery conditions and has been calculated from the reference price indicated by the Propulsion System Manufacturer of [***] (the “ **Propulsion System A Reference Price** ”).

The Propulsions System A Reference Price has been established in accordance with the economic conditions prevailing for a theoretical delivery in [***] as defined by CFM INTERNATIONAL by the Reference Composite Price Index (CPIb) of [***] and shall be revised to the Delivery Date of the applicable Aircraft in accordance with CFM International Propulsion System Price Revision Formula set forth in Exhibit C-2.

3.1.2.2 The base price of a set of two (2) GE CF6-80E1A4 Propulsion systems, including nacelles and thrust reversers (the “ **Propulsion System B Base Price** ”), is:

[***]
[***]

Said base price is expressed in [***] delivery conditions and has been calculated from the reference price indicated by the Propulsion System Manufacturer of [***] (the “ **Propulsion System B Reference Price** ”).

The Propulsion System B Reference Price has been established in accordance with the economic conditions prevailing for a theoretical delivery [***] as defined by GENERAL ELECTRIC by the Reference Composite Price Index (CPIb) of [***] and shall be revised to the Delivery Date of the applicable Aircraft in accordance with General Electric Propulsion Systems Price Revision Formula set forth in Exhibit C-3.”

1.4 Tech Data

Clause 14.11.3 of the Agreement is deleted in its entirety and is replaced with the following:

“14.11.3 Access to AirbusWorld shall be subject to the GTC.”

1.5 Exhibits

- 1.5.1 Exhibit A-4 to the Agreement is hereby deleted in its entirety and is replaced with the Exhibit A-4 set forth in Appendix 1.
- 1.5.2 Exhibit C-2 to the Agreement is hereby deleted in its entirety and is replaced with the Exhibit C-2 as set forth in Appendix 2.
- 1.5.3 Exhibit C-3 to the Agreement is hereby deleted in its entirety and is replaced with the Exhibit C-3 as set forth in Appendix 3.

1.6 End-User License Agreement for Airbus Software

Part 1 of Exhibit I to the Airbus A330-900neo Aircraft and A350-900 Aircraft Purchase Agreement, signed November 24th 2014 (the “**2014 Exhibit I**”), shall be deemed to be the “End-User License Agreement for Airbus Software” as applicable to AirN@v Family integrated software referenced in Clause 14.10.4 and Performance Engineer’s Program (“**PEP**”) referenced in Clause 14.14.1, except that the following terms, as defined in Part 1 of 2014 Exhibit I shall be deleted and replaced with the meanings as set forth below in the “End-User License Agreement for Airbus Software” as used in the Agreement:

- (i) “**Agreement**” means the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3rd, 2013.
- (ii) “**Aircraft**” means the A321 Aircraft and A330 Aircraft

2. EFFECT OF THE AMENDMENT

- 2.1 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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.
- 2.2 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.

3. **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.

4. **GOVERNING LAW**

4.1 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.

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

5. **ASSIGNMENT**

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

6. **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).

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

Agreed and Accepted

DELTA AIR LINES, INC.

By : /s/ Nathaniel J. Pieper
Its : Vice President - Fleet Strategy & Transactions

DELTA A330-330 SCN budget

Aircraft Standard Specification Reference [***]

SCN/MSCN/MISC	EPAC TDU	Title	Price (USD) per A/C [***]
ATA 02 CERTIFICATION - EXTERNAL LIVERY			

[***]

[**]

[**]

[**]

CFM INTERNATIONAL PROPULSION SYSTEM PRICE REVISION FORMULA

1.1 Reference Price of the Propulsion System

The Reference Price for a set of two (2) CFM International CFM56-5B3/3 series Propulsion System is as quoted in Subclause 3.1.2.1 of the Agreement.

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Paragraphs 1.4. and 1.5. of this Exhibit C-2.

1.2 Reference Periods

The Reference Price for a set of two (2) CFM International CFM56-5B series Propulsion System has been established in accordance with the economic conditions prevailing for a theoretical delivery in [***] as defined by CFM International by the Reference Composite Price Index (CPI) [***].

1.3 Indexes

Labor Index: [***]

[***]

[***]

Material Index: [***]

[***]

1.4 Revision Formula

[***]

[***]

[***]

[***]

[***]

[***]

1.5 General Provisions

1.5.1 ***

1.5.2 Final Index Values

1.5.3 Interruption of Index Publication

1.5.4 Annulment of the Formula

1.5.5 Limitation

GENERAL ELECTRIC PROPULSION SYSTEMS PRICE REVISION FORMULA

1 REFERENCE PRICE OF THE PROPULSION SYSTEMS

The Reference Price of a set of two (2) GENERAL ELECTRIC CF6-80E1A4 Propulsion Systems is as quoted in Subclause 3.1.2.2 of the Agreement.

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Clauses 4 and 5 of this Exhibit C-3.

2 REFERENCE PERIOD

The above Reference Price has been established in accordance with the economical conditions prevailing for a theoretical delivery in [***] as defined by GENERAL ELECTRIC by the Reference Composite Price Index (CPIb) of [***].

3 INDEXES

Labor Index: [***]

[***]

[***]

Material Index: [***]

[***]

4 REVISION FORMULA

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

5 GENERAL PROVISIONS

5.1 [***]

[***]

[***]

[***]

[***]

5.2 Final Index Values

The revised Reference Price at the date of Aircraft Delivery shall not be subject to any further adjustment in the indexes.

5.3 Interruption of Index Publication

[***]

[***]

5.4 Annulment of Formula

5.5 Limitations

AMENDMENT NO. 6

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. 6 (this “**Amendment**”), is dated as of April 25, 2016, 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 (the “**Agreement**”), which covers the sale by the Seller and the purchase by the Buyer of forty-five (45) A321 Aircraft and ten (10) A330 Aircraft;

[***]

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. AMENDMENTS

1.1 Clause 0 of the Agreement is amended to modify the following term and corresponding definition:

Delivery - [***]

1.2 Letter Agreement No. 10 to the Agreement is deleted in its entirety and is replaced by the Letter Agreement No. 10 dated as of the date hereof.

1.3 Letter Agreement No. 11 dated as of the date hereof is hereby added to the Agreement.

2. EFFECT OF THE AMENDMENT

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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

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.

3. 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.

4. 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.

5. ASSIGNMENT

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

6. 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. 6 to be signed by their duly authorized officers thereunto as of the date first above written.

Agreed and Accepted

Agreed and Accepted

DELTA AIR LINES, INC.

AIRBUS S.A.S.

By : /s/ Gregory M. May
Its : Senior Vice President
Supply Chain Management

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

AMENDMENT NO. 7

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. 7 (this “**Amendment**”), is dated as of April 29, 2016, 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 forty-five (45) A321 Aircraft and ten (10) A330 Aircraft;

WHEREAS, the Buyer wishes to purchase and the Seller agrees to sell thirty-seven (37) additional A321 aircraft subject to the terms and condition contained herein; and

WHEREAS, the Buyer and the Seller agree to modify certain provisions related to the Delivery Location; 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 terms:

2014 Agreement - the Airbus A330-900neo Aircraft and A350-900 Aircraft Purchase Agreement, dated as of November 24, 2014, as amended, modified or supplemented from time to time.

2016 A321 Aircraft - any or all of the A321-200 model aircraft to be purchased by the Buyer pursuant to this Amendment, bearing rank numbers 56 to 92 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.

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

2014 A321 Aircraft - any or all of the A321-200 model aircraft to be purchased by the Buyer pursuant to the Agreement bearing CAC ID Nos. 10017657, 10017658, 10017659, 10017660, 10017661, 10017662, 10017663, 10017664, 10017665, 10017666, 10017667, 10017668, 10017669, 10017670, 10017671, together with all components, equipment, parts and accessories installed in or on such aircraft and the A321 Propulsion System installed thereon upon delivery.

A321 Aircraft - any or all of the 2013 A321 Aircraft, 2014 A321 Aircraft and 2016 A321 Aircraft.

Aircraft - any or all of the forty (40) 2013 Aircraft, fifteen (15) 2014 A321 Aircraft and thirty-seven (37) 2016 A321 Aircraft.

2. **PRICE**

2.1 Clause 3.1.1.1 of the Agreement is deleted in its entirety and is replaced with the following:

QUOTE

3.1.1.1 Base Price of the A321 Airframe

The “ **Base Price of the A321 Airframe** ” is the sum of the following base prices:

- (i) the base price of the A321 Airframe corresponding to the A321 Standard Specification, including nacelles and thrust reversers, and excluding BFE, which is:

[***]

([***] and

- (ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-3, which is:

The Base Price of the A321 Airframe is expressed at [***] delivery conditions and shall be revised to the actual Delivery Date of each A321 Aircraft in accordance with the Airframe Price Revision Formula.

UNQUOTE

2.2 Exhibit A-3

Exhibit A-3 to the Agreement is deleted in its entirety and is replaced with Exhibit A-3 as attached hereto.

3. DELIVERY SCHEDULE

3.1 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 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.

CAC ID	Aircraft Type	Scheduled Delivery Month/Quarter/Year	CAC ID	Aircraft Type	Scheduled Delivery Month/Quarter/Year
468257	2013 A330	May-15	Rank 58	2016 A321	Feb-18
***	2013 A330	Jun-15	***	***	***
***	2013 A330	Jul-15	***	***	***
***	2013 A330	Nov-15	***	***	***
***	2013 A330	Jan-16	***	***	***
***	2013 A321	Feb-16	***	***	***
***	2013 A321	Mar-16	***	***	***
***	2013 A321	Apr-16	***	***	***
***	2013 A330	Apr-16	***	***	***

4. MOBILE DELIVERIES

4.1 Certificate of Acceptance

Clause 8.3 of the Agreement is deleted in its entirety and is replaced with the following:

QUOTE

8.3 When the Aircraft is Ready For Delivery, the Buyer shall forthwith give to the Seller a signed Certificate of Acceptance in (a) the form set forth in Exhibit D-1, if the Delivery Location is in Mobile, Alabama and (b) in the form set forth in Exhibit D-2, if the Delivery Location is in any place other than Mobile, Alabama, in respect of the relevant Aircraft. Should the Buyer fail to so deliver the said Certificate, then the Buyer shall be deemed to be in default as though it had without cause rejected Delivery of such Aircraft when duly tendered to it hereunder and shall thereafter bear all costs and expenses resulting from such delay in Delivery.

UNQUOTE

4.2 Bill of Sale

Clause 9.2 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

9.2 Title

Title to and risk of loss of and damage to the Aircraft shall pass to the Buyer upon Delivery following execution of the Certificate of Acceptance and upon payment of the Balance of the Final Contract Price for such Aircraft. The Seller shall provide the Buyer (a) a bill of sale in (i) the form set forth in Exhibit E-1, if the Delivery Location is in Mobile, Alabama and (ii) in the form set forth in Exhibit E-2, if the Delivery Location is in any place other than Mobile, Alabama (the “**Bill of Sale**”), and/or (b) such other documentation as may reasonably be requested by the Buyer and (c) if Mobile, Alabama is the Delivery Location, a warranty from Airbus S.A.S in the form of Exhibit J (the “**Airbus S.A.S Warranty**”).

UNQUOTE

4.3 BFE

Clause 18 of the Agreement is deleted in its entirety and is replaced with Clause 18 set forth in Appendix 1.

4.4 Exhibits

- i. Exhibit D is deleted in its entirety and replaced with Exhibits D-1 and D-2 attached hereto.
- ii. Exhibit E is deleted in its entirety and replaced with Exhibits E-1 and E-2 attached hereto.
- iii. Exhibit J attached hereto, is hereby added to the Agreement.

4.5 Table of Contents

4.5.1 The reference to Exhibit D in the Table of Contents to the Agreement is deleted in its entirety and replaced with the following:

QUOTE

EXHIBIT D-1 FORM OF CERTIFICATE OF ACCEPTANCE (MOBILE DELIVERIES)

EXHIBIT D-2 FORM OF CERTIFICATE OF ACCEPTANCE (BLAGNAC/HAMBURG DELIVERIES)

UNQUOTE

4.5.2 The reference to Exhibit E in the Table of Contents to the Agreement is deleted in its entirety and replaced with the following:

QUOTE

EXHIBIT E-1 FORM OF BILL OF SALE (MOBILE DELIVERIES)

EXHIBIT E-2 FORM OF BILL OF SALE (BLAGNAC/HAMBURG DELIVERIES)

UNQUOTE

4.5.3 A new reference to Exhibit J is added to the Table of Contents to the Agreement in appropriate alphabetical order with the following:

QUOTE

UNQUOTE

5.5 Letter Agreements

- i. Letter Agreement No. 1 to the Agreement is deleted in its entirety and is replaced with 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 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 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 Letter Agreement No. 10 dated as of the date hereof.
- v. Letter Agreement No. 12 is hereby added to the Agreement.
- vi. The Financing Letter Agreement to the Agreement is deleted in its entirety and is replaced with the Financing Letter Agreement, dated as of the date hereof.
- vii. Letter Agreement No. 1 to the 2014 Agreement is deleted in its entirety and is replaced with Letter Agreement No. 1 to the 2014 Agreement.

5. EFFECT OF THE AMENDMENT

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. This Amendment supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

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.

6. 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.

7. 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.

8. ASSIGNMENT

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

9. 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. 7 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/ John J. Leahy
Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May
Title: Senior Vice President - Supply Chain Management

18. **BUYER FURNISHED EQUIPMENT**

18.1 **Administration**

18.1.1 In accordance with the Specification, the Seller shall install those items of equipment that are identified in the Specification as being furnished by the Buyer (“**Buyer Furnished Equipment**” or “**BFE**”), provided that the BFE and the supplier of such BFE (the “**BFE Supplier**”) are referred to in the Airbus BFE Product Catalog valid at the time the BFE Supplier is selected.

18.1.2 Notwithstanding the foregoing and without prejudice to Subclause 2.4, if the Buyer wishes to install BFE manufactured by a supplier who is not referred to in the Airbus BFE Product Catalog, the Buyer shall so inform the Seller [***].

[***]

18.1.3 The Seller shall advise the Buyer of the dates, [***] from the date of signature of the Agreement, by which, in the planned release of engineering for the Aircraft, the Seller requires a written detailed engineering definition encompassing a Declaration of Design and Performance (the “**BFE Engineering Definition**”). The Seller shall provide to the Buyer and/or the BFE Supplier(s), within an appropriate timeframe, the necessary interface documentation to enable the development of the BFE Engineering Definition.

The BFE Engineering Definition shall include the description of the dimensions and weight of BFE, the information related to its certification and the information necessary for the installation and operation thereof, including when applicable 3D models compatible with the Seller’s systems. The Buyer shall furnish, or cause the BFE Suppliers to furnish, the BFE Engineering Definition by the dates requested by the Seller, [***].

Thereafter, the BFE Engineering Definition shall not be revised, except through an SCN executed in accordance with Clause 2.

18.1.4 The Seller shall also provide in [***] to the Buyer a schedule of dates and the shipping addresses for delivery of the BFE and, where requested by the Seller, additional spare BFE to permit installation in the Aircraft and Delivery of the Aircraft in accordance with the Aircraft delivery schedule. The Buyer shall provide, or cause the BFE Suppliers to provide, the BFE by such dates in a serviceable condition, in order to allow performance of any assembly, installation, test or acceptance process in accordance with the Seller’s industrial schedule. In order to facilitate the follow-up of the timely receipt of BFE, the Buyer shall, upon the Seller’s request, provide to the Seller dates and references of all BFE purchase orders placed by the Buyer.

The Buyer shall also provide, when requested by the Seller, at the Airbus Operations S.A.S. facility in Toulouse, France, at the Airbus Operations GmbH Division Hamburger Flugzeugbau facility in Hamburg, Germany and/or the Airbus Americas Inc. facility in Mobile, Alabama, as applicable, adequate field service including support from BFE

Suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

18.1.5 Without prejudice to the Buyer's obligations hereunder, in order to facilitate the development of the BFE Engineering Definition, the Seller shall organize meetings between the Buyer and BFE Suppliers. The Buyer hereby agrees to participate in such meetings and to provide adequate technical and engineering expertise to reach decisions within the defined timeframe.

In addition, throughout the development phase and up to Delivery of the Aircraft to the Buyer, the Buyer agrees:

- (i) to monitor the BFE Suppliers and ensure that they shall enable the Buyer to fulfill its obligations, including but not limited to those set forth in the Customization Milestone Chart;
- (ii) that, should a timeframe, quality or other type of risk be identified at a given BFE Supplier, the Buyer shall allocate resources to such BFE Supplier so as not to jeopardize the industrial schedule of the Aircraft;
- (iii) for major BFE, including, but not being limited to, seats, galleys and IFE (" **Major BFE** ") to participate on a mandatory basis in the specific meetings that take place between BFE Supplier selection and BFE delivery, namely:
- (iv) Preliminary Design Review (" **PDR** "),
- (v) Critical Design Review (" **CDR** ");
- (vi) to attend the First Article Inspection (" **FAI** ") for the first shipset of all Major BFE. Should the Buyer not attend such FAI, the Buyer shall delegate the FAI to the BFE Supplier and confirmation thereof shall be supplied to the Seller in writing;
- (vii) to attend the Source Inspection (" **SI** ") that takes place at the BFE Supplier's premises prior to shipping, for each shipset of all Major BFE. Should the Buyer not attend such SI, the Buyer shall delegate the SI to the BFE Supplier and confirmation thereof shall be brought to the Seller in writing. Should the Buyer not attend the SI, the Buyer shall be deemed to have accepted the conclusions of the BFE Supplier with respect to such SI.

The Seller shall be entitled to attend the PDR, the CDR and the FAI. In doing so, the Seller's employees shall be acting in an advisory capacity only and at no time shall they be deemed to be acting as Buyer's employees or agents, either directly or indirectly.

18.1.6.1 The BFE shall be imported into FRANCE or into GERMANY by the Buyer under a suspensive customs system ("Régime de l'entrepôt douanier ou régime de perfectionnement actif "or "Zollverschluss") without application of any French or German tax or customs duty, [***] according to the Incoterms, to the following shipping addresses:

Airbus Operations S.A.S.
316 Route de Bayonne

31300 Toulouse
France

or

Airbus Operations GmbH
Kreetslag 10
21129 Hamburg
Germany

or such other location as may be specified by the Seller.

18.1.6.2 BFE delivered to the Seller's Affiliate in Mobile, Alabama, as may be specified by the Seller pursuant to Clause 18.1.6.1, will be shipped according to [***].

18.2 Applicable Requirements

The Buyer is responsible for ensuring, at its expense, and warrants that the BFE shall:

- (i) be manufactured by a qualified BFE Supplier, and
- (ii) meet the requirements of the applicable Specification of the Aircraft, and
- (iii) be delivered with the relevant certification documentation, including but not limited to the DDP, and
- (iv) comply with the BFE Engineering Definition, and
- (v) comply with applicable requirements incorporated by reference to the Type Certificate and listed in the Type Certificate Data Sheet, and
- (vi) be approved by the Aviation Authority issuing the Export Airworthiness Certificate and by the Buyer's Aviation Authority for installation and use on the Aircraft at the time of Delivery of the Aircraft, and
- (vii) not infringe any patent, copyright or other intellectual property right of the Seller any third party, and
- (viii) not be subject to any legal obligation or other encumbrance that may prevent, hinder or delay the installation of the BFE in the Aircraft and/or the Delivery of the Aircraft.

The Seller shall be entitled to refuse any item of BFE that it considers incompatible with the Specification, the BFE Engineering Definition or the certification requirements.

18.3 Buyer's Obligation and Seller's Remedies

18.3.1 Any delay or failure by the Buyer or the BFE Suppliers in:

- (i) complying with the foregoing warranty or in providing the BFE Engineering Definition or field service mentioned in Subclause 18.1.4, or
- (ii) furnishing the BFE in a serviceable condition at the requested delivery date, or
- (iii) obtaining any required approval for such BFE equipment under the above mentioned Aviation Authorities' regulations,

may delay the performance of any act to be performed by the Seller, including Delivery of the Aircraft. The Seller shall not be responsible for such delay which shall cause the Final Price of the affected Aircraft to be adjusted in accordance with the updated delivery schedule and to include in particular the amount of the Seller's additional costs attributable to such delay or failure by the Buyer or the BFE Suppliers, [***].

18.3.2 In addition, in the event of any delay or failure mentioned in 18.3.1 above, the Seller may:

- (i) select, purchase and install equipment similar to the BFE at issue, in which event the Final Price of the affected Aircraft [***]
- (ii) if the BFE is delayed by more [***].

18.4 Title and Risk of Loss

Title to and risk of loss of any BFE shall at all times remain with the Buyer except that risk of loss (limited to cost of replacement of said BFE) shall be with the Seller for as long as such BFE is under the care, custody and control of the Seller.

18.5 Disposition of BFE Following Termination

18.5.1 If a termination of the Agreement pursuant to the provisions of Clause 21 occurs with respect to an Aircraft in which all or any part of the BFE has been installed prior to the date of such termination, [***].

18.5.2 [***]

18.5.3 The Seller shall notify the Buyer as to those items of BFE [***]. The Buyer shall have no claim against the Seller for damage, loss or destruction of any item of BFE removed from the Aircraft and not removed from Seller's facility within such period.

18.5.4 The Buyer shall have no claim against the Seller for damage to or destruction of any item of BFE damaged or destroyed in the process of being removed from the Aircraft, provided that the Seller shall use reasonable care in such removal.

18.5.5 The Buyer shall grant the Seller title to any BFE items that cannot be removed from the Aircraft [***].

DELTA A321 SCN LIST
Based on A321-200 Standard Specification [***]

A321 CEO AIRCRAFT
[***]



[***]

TOTAL OF SCNs AND BFE BUDGET - USD [*] PER AIRCRAFT [***]**

[***]



FORM OF CERTIFICATE OF ACCEPTANCE

In accordance with the terms of Clause 8.3 of the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement dated as of 3rd of September 2013 made between Delta Air Lines, Inc. (the “**Buyer**”) and Airbus S.A.S., as amended and supplemented from time to time (the “**Purchase Agreement**”), the technical acceptance tests relating to one Airbus A3[●]-[●]aircraft bearing manufacturer’s serial number [●] and registration mark [●](the “**Aircraft**”) have taken place in Mobile, Alabama, United States.

In view of said tests having been carried out with satisfactory results, the Buyer hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights of the Buyer that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Buyer, has caused this instrument to be executed by its duly authorized representative this ____ day of _____ in Mobile, Alabama, United States.

DELTA AIR LINES, INC .

By: _____
Name:
Title:

FORM OF CERTIFICATE OF ACCEPTANCE

In accordance with Clause 8.3 of the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement dated as of 3rd of September 2013 and made between Delta Air Lines, Inc. (the “**Buyer**”) and Airbus S.A.S. as amended and supplemented from time to time (the “**Purchase Agreement**”), the technical acceptance tests relating to one Airbus A3[●]-[●] aircraft, bearing manufacturer’s serial number [●], and registration mark [●] (the “**Aircraft**”) have taken place in [Blagnac/Hamburg].

In view of said tests having been carried out with satisfactory results, the Buyer, hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for Delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance will not impair the rights of the Buyer that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Buyer, has caused this instrument to be executed by its duly authorized representative this ____ day of _____, ____ in [Blagnac, France / or /Hamburg, Germany].

DELTA AIR LINES, INC.

By: _____
Name:
Title:

FORM OF BILL OF SALE

Know all men by these presents that Airbus Americas Inc., a Delaware corporation having its principal place of business at 2550 Wasser Terrace, Suite 9100, Herndon, VA 20171, United States (the “ **Seller** ”), was, this ____ day of _____, the owner of the title to the following airframe (the “ **Airframe** ”), the [engines/propulsion systems] as specified (the “[**Engines/Propulsion Systems**]”) and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, (“ **BFE** ”), incorporated therein, installed thereon or attached thereto on the date hereof (the “ **Parts** ”):

AIRFRAME : [**ENGINES/PROPULSION SYSTEMS**]:

AIRBUS Model A3[●]-[●] [manufacturer] Model: [●]

MANUFACTURER'S ENGINE SERIAL NUMBERS:

SERIAL NUMBER : [●] LH: [●]

RH: [●]

REGISTRATION MARK : [●]

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the “ **Aircraft** ”.

The Seller does, this ____ day of _____, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, said Aircraft to be the property thereof:

[Insert Name and Address of Buyer]
(the “ **Buyer** ”)

The Seller hereby warrants to the Buyer, its successors and assigns that it has good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorized representative this ____ day of _____ in Mobile, Alabama, United States.

AIRBUS AMERICAS INC.

By: _____

Name:

Title:

PRIVILEGED AND CONFIDENTIAL

CT1301535_AMD 7_DAL_A321_A330_EXECUTION

Exh E-1 1

FORM OF BILL OF SALE

Know all men by these presents that Airbus S.A.S., a société par actions simplifiée existing under French law and having its principal office at 1 rond-point Maurice Bellonte, 31707 Blagnac Cedex, FRANCE (the “ **Seller** ”), was, this ____ day of _____, the owner of the title to the following airframe (the “ **Airframe** ”), the [engines/propulsion systems] as specified (the “[**Engines/Propulsion Systems**]”) and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, (“ **BFE** ”), incorporated therein, installed thereon or attached thereto on the date hereof (the “ **Parts** ”):

AIRFRAME: [ENGINES/PROPULSION SYSTEMS]:

AIRBUS Model A3[●]-[●] [manufacturer] Model: [●]

MANUFACTURER'S ENGINE SERIAL NUMBERS:

SERIAL NUMBER : [●] LH: [●]

RH: [●]

REGISTRATION MARK: [●]

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the “ **Aircraft** ”.

The Seller does, this ____ day of _____, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, said Aircraft to be the property thereof:

[Insert Name and Address of Buyer]
(the “ **Buyer** ”)

The Seller hereby warrants to the Buyer, its successors and assigns that it has good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorized representative this ____ day of _____ in Blagnac, France or Hamburg, Germany.

AIRBUS S.A.S.

By: _____

Name:

Title:

AIRBUS S.A.S WARRANTY

Airbus S.A.S. hereby warrants to _____ (the “ **Buyer** ”), its successors and assigns that the Bill of Sale executed by Airbus Americas Inc. dated ____ and relating to one A3 ____ - ____ aircraft bearing MSN _____ (the “ **Aircraft** ”) conveys to the said Buyer on the date hereof good, legal and valid title to the Aircraft, the [engines/propulsion systems] as described in the Bill of Sale, appliances, parts, instruments, accessories, furnishings and other equipment, free and clear of all liens, claims, charges, encumbrances and rights of others, and that Airbus S.A.S. will warrant and defend such title to the Aircraft forever against all claims and demands whatsoever.

This Airbus Warranty is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF , Airbus S.A.S. has caused this Airbus Warranty to be executed by its duly authorized representative this _____ day of _____.

AIRBUS S.A.S.

By: _____
 Name:
 Title:

CT1301535_AMD 7_DAL_A321_A330_EXECUTION
 PRIVILEGED AND CONFIDENTIAL

Exh J 1

AMENDED AND RESTATED LETTER AGREEMENT NO. 1

April 29, 2016

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 eighty-two (82) 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**”) cancels and replaces the amended and restated Letter Agreement No. 1 entered into between the Buyer and the Seller on November 24, 2014.

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

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 [***]

•

1.5 [***]

1.5.1 [***]

[***]

1.5.2 [***]

(i) [***]

a) [***]

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/ John J. Leahy
Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

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

CT1301535_LA 1_TO_AMD 7_****_EXECUTION
PRIVILEGED AND CONFIDENTIAL

AMENDED AND RESTATED LETTER AGREEMENT NO. 2

April 29, 2016

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 eighty-two (82) 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**”) cancels and replaces the amended and restated Letter Agreement No. 2 entered into between the Buyer and the Seller on May 29, 2014.

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:

5.2.1 [***] to Clauses 10 and 11) and shall be paid by the Buyer to the Seller for the Aircraft.

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 PDP Deferral

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).

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/ John J. Leahy

Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: Gregory A. May

Title: Senior Vice President

Supply Chain Management

CT1301535_LA 2_TO_AMD 7_ [***] _EXECUTION
PRIVILEGED AND CONFIDENTIAL

As of September 3, 2013

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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 DEFINITIONS

Clause 0 to the Agreement is amended to add the following defined term:

“Commercial and Industrial Constraints - when referring to requests by the Buyer for availability of Aircraft delivery position(s), means the Seller’s reasonable (i) industrial constraints at the time of such request, (ii) constraints regarding valid proposals for sales campaigns in process at the time of such request, and (iii) constraints relating to delivery positions subject to firm commitments under any letters of intent, memoranda of understanding (or other documents of similar import), or purchase agreements that have been signed at the time of such request.”

2 [*]**

2.1 The Seller grants the Buyer [***] (as applicable) of certain A330 Aircraft (the “[***]”), subject to the following:

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

(v) [***]

(vi) [***]

2.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

(v) [***]

2.3 [***]

[***]

(i) [***];

(ii) [***]

3 [***]

[***]

4 **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.

5 **CONFIDENTIALITY**

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

6 **COUNTERPARTS**

This Letter Agreement 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.

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/ John L. Leahy

Its: Chief Operating Officer- Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

CT1301535_LA 3_DAL_A321 A330 EXECUTION

As of September 3, 2013

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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 [***]

[***]

2 **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.

3 **CONFIDENTIALITY**

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

COUNTERPARTS

This Letter Agreement 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.

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/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

CT1301535_LA 4_DAL_A321 A330 EXECUTION

As of September ___, 2013

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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 6A (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the A321 Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in Paragraphs 2, 3 and 4 of this Letter Agreement (the “**Performance Guarantees**”) are applicable to the A321 aircraft as defined in the standard specification document number [***] (for the purposes of this Letter Agreement, the “**Standard Specification**”) as [***] :

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

(for the purposes of this Letter Agreement, the “**Aircraft**”).

2 FLIGHT PERFORMANCE

2.1 [*]**

The guarantees set forth in Paragraphs 2.1.1, 2.1.2 and 2.1.3 herein shall be referred to as the “ [***] ”.

2.1.1 [***]

[***]

[***]

2.1.2 [***]

[***]

[***]

2.1.3 [***]

[***]

[***]

2.2 [***]

The guarantees set forth in Paragraphs 2.2.1 and 2.2.2 herein shall be referred to as the “ [***] ”.

2.2.1 [***]

[***]

[***]

2.2.2 [***]

[***]

[***]

[***]

- (i) [***] ,
- (ii) [***] ,
- (iii) [***] .

2.3 [***]

[***]

[***]

(the “[***]”).

2.4 [***]

[***]

[***]

(the “[***]”).

2.5 [***]

[***]

[***]

(the “[***]”).

[***]

(i) [***]

(ii) [***]

(iii) [***]

2.6 [***]

[***]

2.6.1 [***]

[***]

2.6.2 [***]

[***]

2.6.3 [***]

[***]

2.7 [***]

The guarantees set forth in Paragraphs 2.7.1, 2.7.2 and 2.7.3 herein shall be referred to as the “ [***] ”.

2.7.1 [***]

[***]

[***]

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2.7.2 [***]

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2.7.3 [***]

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***	***

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***	***

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

2.7.4 ***

(i) ***

(ii) ***

3 ***

3.1 ***

3.2 ***

4 **SOUND LEVELS**

4.1 Community Sound Levels

The Aircraft shall be certified in accordance with *** .

Noise data shall be obtained and evaluated in accordance with the requirements of [***] .

4.2 [***]

[***]

4.2.1 [***]

4.2.2 [***]

4.2.3 [***]

(i) [***]

(ii) [***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

5 ADJUSTMENT OF GUARANTEES

5.1 In the event that any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a “**Rule Change**”) is made subsequent to the date of the Agreement and such Rule Change affects the Aircraft configuration or performance, or both, that is required to obtain Type Certification, the Performance Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.

5.2 The Performance Guarantees may be adjusted in the event of:

- (i) any configuration change which is the subject of an SCN and is not set forth in Paragraph 1 herein, and
- (ii) changes required to obtain the Type Certificate which require changes to the performance or weight of the Aircraft.

6 GUARANTEE CONDITIONS

In addition to the conditions set forth elsewhere in this Letter Agreement, the conditions below shall apply to the Performance Guarantees:

6.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

6.2 [***]

6.3 [***]

6.4 [***]

6.5 [***]

(i) [***]

(ii) [***]

6.6 [***]

7 GUARANTEE COMPLIANCE

7.1 Compliance with the Performance Guarantees set forth in Paragraphs 2, 3 and 4 shall be based on the conditions specified in such paragraphs, adjustments pursuant to Paragraph 5 herein and the conditions set forth in Paragraph 6 herein.

7.2 [***]

7.3 [***]

7.4 [***]

7.5 [***]

7.6 [***]

7.7 [***]

[***]

7.8 [***]

7.9 [***]

8 EXCLUSIVE GUARANTEES

The Performance Guarantees are exclusive to the Buyer and are provided in lieu of any and all other [***] .

9 [***]

9.1 In the event that one or more A321 Aircraft fails to comply with any of the Performance Guarantees, the Seller shall [***] .

9.2 In the event of non-compliance with any of the guarantees set forth in [***] :

(i) [***] ;

(ii) [***] ; and

(iii) [***] .

9.3 In the event the Seller [***]

9.4 The Seller's maximum liability in respect of deficiency in performance of any A321 Aircraft shall be [***] .

10 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.

11 CONFIDENTIALITY

This Letter Agreement is subject to the terms and conditions of Subclause 22.5 of the Agreement.

12 COUNTERPARTS

This Letter Agreement 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.

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/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

CT1301535_LA 6A_DAL_A321 A330 EXECUTION

As of September 3, 2013

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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 6B (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the A330 Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in Paragraphs 2, 3 and 4 of this Letter Agreement (the “**Performance Guarantees**”) are applicable to A330-300 aircraft as defined in [***] for the purposes of this Letter Agreement (the “**Standard Specification**”) as [***]:

- (i) [***],
- (ii) [***], and
- (iii) [***], and
- (iv) [***]

(for the purposes of this Letter Agreement, the “**Aircraft**”).

2 FLIGHT PERFORMANCE

2.1 [***]

2.1.1 [***]

[***]:

2.1.1 [***]
[***]
[***]
[***]
[***]
[***]
[***]
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2.1.2 [***]
[***]:

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[***] [***]

[***]

2.2 [***]

[***]

[***]

2.3 [***]

2.3.1 [***]

[***]

2.3.2 [***] :

[***]

2.3.3 [***]

[***]

2.4 [***]

2.4.1 [***]

[***]

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[***]

[***]

[***]

2.4.2 [***]

[***]

[***]

[***]

2.4.3 ***

Conditions and operating rules:

2.4.4 ***

2.5 ***

2.5.1 ***

2.5.2 ***

[illegible][illegible]

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

$$\begin{bmatrix} *** \\ *** \\ *** \\ *** \\ *** \\ *** \\ *** \end{bmatrix}$$
$$\begin{bmatrix} *** \\ *** \\ *** \\ *** \\ *** \end{bmatrix}$$
$$[***]$$

- $$[***].$$

$$[***]$$

Exterior Noise - Acoustic Certification Levels

Noise data shall be obtained and evaluated in accordance with the requirements of [***].

FACTS

4.2.1 Cockpit

At a pressure altitude of [***], the guaranteed A-weighted Sound Pressure Level (SPL) and the SIL (as defined in Paragraph 5.6 herein) shall be as follows:

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

Noise levels shall be measured at the Captain’s and First Officer’s seat position at head level with normal cockpit air conditioning and ventilation in operation.

4.2.2 Cabin

At a pressure altitude of [***], the guaranteed A-weighted SPL and SIL shall be as follows:

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

Noise levels shall be measured at a height of 40 inches (1.0m) above the passenger compartment floor on the aisle center lines in the passenger seating area.

5 [***]

- 5.1 The certification requirements for the Aircraft, except where otherwise noted, will be as stated in Section 02 of the Standard Specification.
- 5.2 For the determination of take-off performance, [***].
- 5.3 When establishing take-off [***].
- 5.4 [***]
- 5.5 The engines will be operated [***].
- 5.6 Speech Interference Level (“SIL”) is defined as the [***].
- 5.7 All guaranteed interior noise levels refer to [***].
- 5.8 Where applicable, the Performance Guarantees assume the use of an approved fuel having a density of [***].

6 **GUARANTEE COMPLIANCE**

- 6.1 Compliance with the Performance Guarantees shall be demonstrated [***].
- 6.2 Compliance with the take-off and certification noise levels classification elements of the guarantees set forth in Paragraph 4.1 herein will be demonstrated with [***].

- 6.3 Compliance with [***].
- 6.4 Compliance with the [***] guarantee shall be demonstrated with [***].
- 6.5 Compliance with the [***].
- 6.6 The Seller undertakes to furnish the Buyer [***].

7 ADJUSTMENT OF GUARANTEES

- 7.1 In the event that any change to any law, governmental regulation or requirement or interpretation thereof by any governmental agency (a "Rule Change") is made subsequent to the date of the Agreement and such Rule Change affects the Aircraft configuration or performance, or both, that is required to obtain Type Certificate, the Performance Guarantees shall be appropriately modified to reflect the effect of any such Rule Change.
- 7.2 The Performance Guarantees may be adjusted in the event of:
- (i) any configuration change which is the subject of an SCN and is not set forth in Paragraph 1 above, and
 - (ii) changes required to obtain the Type Certificate which require changes to the performance or weight of the Aircraft.

8 EXCLUSIVE GUARANTEES

The Performance Guarantees are exclusive to the Buyer and are provided in lieu of any and all other [***] guarantees of any nature, [***].

9 REMEDIES

- 9.1 In the event that any one or more of the A330 Aircraft fails to comply with any of the Performance Guarantees, the Seller shall [***].
- 9.2 In the event of non-compliance with any of the guarantees set forth in [***]:
- (i) [***]
 - (ii) [***]
 - (iii) [***]
- 9.3 In the event the Seller [***].
- 9.4 The Seller's maximum liability in respect of deficiency in performance of any A330 Aircraft will be [***].

10 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.

11 CONFIDENTIALITY

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

12 COUNTERPARTS

This Letter Agreement 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.

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/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

CT1301535_LA 6B_DAL_A321 A330 EXECUTION

LA6A - 12

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

As of September 3rd, 2013

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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7A (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the A321 Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 **DEFINITIONS**

For the purposes of this Letter Agreement, the following terms shall have the following meanings:

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***] .

2 [***]

2.1 [***]

[***]

(a) [***] ,

(b) [***]

[***] and

(c) [***] ,

[***] .

2.2 [***]

3 [***]

3.1 [***]

3.2 [***]

(a) [***] ;

(b) [***] .

4 [***]

4.1 [***]

(a) [***] ;

(b) [***] ;

(c) [***] ;

(d) [***] ;

(e) [***] ;

(f) [***] .

4.2 [***]

4.3 [***]

4.4 [***]

(a) [***] ;

(b) [***] ;

(c) [***] ;

(d) [***] .

[***]

4.5 [***]

4.6 [***]

[***]

5 [***]

[***]

5.1 [***]

5.2 [***]

5.3 [***]

[***]

5.4 [***]

5.5 [***]

[***]

5.6 [***]

[***]

a) [***]

b) [***]

c) [***]

[***]

5.7 [***]

5.7.1 [***]

[***]

5.7.2 [***]

5.8 [***]

5.9 [***]

(a) [***] ,

(b) [***] ,

(c) [***]

[***]

5.10 [***]

(a) [***] ,

(b) [***] ,

(c) [***] ,

(d) [***] ,

(e) [***] ,

(f) [***] ,

(g) [***] ,

(h) [***]

(i) [***] ,

(j) [***] ,

(k) [***] ,

(l) [***] ,

(m) [***] ,

(n) [***]

(o) [***] ,

(p) [***] ,

(q) [***] .

5.11 [***]

(a) [***] ,

(b) [***] ,

[***] .

6 [***]
6.1 [***]
6.2 [***]
[***]
[***]
[***] [***] [***]

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

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

6.3 [***]
[***]
[***]
[***] [***] [***]

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

6.4 [***]
[***]
[***]

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

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

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

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

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

6.5 [***]

[***]
[***]

[***]

[***]

(a) [***]

(b) [***]

7 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

[***]

[***]

8 [***]

8.1 [***]

8.2 [***]

8.3 [***]

9 [***]

9.1 [***]

9.2 [***]

9.3 [***]

(a) [***] ,

(b) [***] .

9.4 [***]

10 [***]

[***]

11 [***]

[***]

12 [***]

12.1 [***]

12.2 [***]

13 **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.

14 **CONFIDENTIALITY**

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

15 **COUNTERPARTS**

This Letter Agreement 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.

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/ John J. Leahy

Its: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

[***]

[***]

[***]

CT1301535_LA 7A_DAL_A321 A330 EXECUTION

LA 7A - APX A - 1

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

[***]

[***]

[***]

[***]

- [***]
- [***]
- [***]
- [***]
- [***]
- [***]
- [***]
- [***]

[***]

[***]

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

[***]

[***]

[***]

[***]

[***]

[***]



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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7B (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the A330 Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 DEFINITIONS

For the purposes of this Letter Agreement, the following terms shall have the following meanings:

[***]

[***]

[***]

[***]

[***]

[***]

[***]

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[***]

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[***]

2 [***]

2.1 [***]

[***]

(a) [***]

(b) [***]

[***]
[***]
[***], and

[***].

2.2 [***]

3 [***]

3.1 [***]

3.2 [***]

(a) [***];

(b) [***].

4 [***]

4.1 [***]

(a) [***];

(b) [***];

(c) [***] ;

(d) [***] ;

(e) [***] ;

(f) [***] .

4.2 [***]

4.3 [***]

4.4 [***]

(a) [***] ;

(b) [***] ;

(c) [***] ;

(d) [***] .

[***]

4.5 [***]

4.6 [***]

[***]

5 [***]

[***]

5.1 [***]

5.2 [***]

5.3 [***]

[***]

5.4 [***]

5.5 [***]

[***]

5.6 [***]

[***]

(a) [***]

(b) [***]

(c) [***]

[***]

5.7 [***]

5.7.1 [***]

[***]

5.7.2 [***]

5.7.3 [***]

[***]

(a) [***]

(b) [***]

(c) [***]

5.8 [***]

5.9 [***]

(a) [***] ,

(b) [***] ,

(c) [***] .

[***]

5.10 [***]

(a) [***] ,

(b) [***] ,

(c) [***] ,

(d) [***] ,

(e) [***] ,

(f) [***] ,

(g) [***] ,

(h) [***]

(i) [***] ,

(j) [***] ,

(k) [***]

(l) [***] ,

- (m) [***] ,
- (n) [***] ,
- (o) [***] ,
- (p) [***] ,
- (q) [***] .

5.11 [***]

- (a) [***] ,
- (b) [***] ,

[***] .

6 [***]

6.1 [***]

6.2 [***]
[***]
[***]

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

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

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

6.3 [***]

[***]

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

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

6.4 [***]

[***]

[***]

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

- 6.5 [***]
- [***]
[***]
- [***]
- [***]
- (a) [***]
- (b) [***]

- 7 [***]
- [***]
- (a) [***]
- (b) [***]
- (c) [***]
- [***]
- [***]

8 [***]

8.1 [***]

8.2 [***]

8.3 [***]

9 [***]

9.1 [***]

9.2 [***]

9.3 [***]

(a) [***] ,

(b) [***] .

9.4 [***]

10 [***]

[***]

11 [***]

[***]

12 [***]

12.1 [***]

12.2 [***]

13 **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.

14 **CONFIDENTIALITY**

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

15 **COUNTERPARTS**

This Letter Agreement 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.

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/ John J. Leahy

Its: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

[***]

[***]

[***]

CT1301535_LA 7B_DAL_A321 A330 EXECUTION

LA 7B - APX A - 9

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

[**]

[**]

[**]

[**]

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- [**]
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[**]

[**]

[**]

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[**]

[**]

[**]



AMENDED AND RESTATED LETTER AGREEMENT NO. 8

April 29, 2016

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 eighty-two (82) 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**”) cancels and replaces the amended and restated Letter Agreement No. 8 entered into between the Buyer and the Seller on May 29, 2014.

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 [***] 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 [***]

4.4 [***]

4.4.1 [***]

4.4.2 [***]

4.5 [***]

[***]

(i) [***], and

(ii) [***].

[***]

4.6 [***]

4.6.1 [***]

4.6.2 [***]

4.6.3 [***]

4.7 [***]

4.7.1 [***]

4.7.2 [***]

5 [***]

[***]

(i) [***]

(ii) [***]

(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).

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/ John J. Leahy

Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May

Title: Senior Vice President

Supply Chain Management

CT1301535_LA 8_TO_AMD 7_DAL_A321_A330_EXECUTION
PRIVILEGED AND CONFIDENTIAL

As of September 3, 2013

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 A321 Aircraft and A330 Aircraft Purchase Agreement of even date herewith (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. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 9 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1 DEFINITIONS AND UNDERTAKINGS

- 1.1 For [***] (the “**Term**”), the Seller shall (i) maintain, or cause to be maintained, a stock of Seller Parts (as defined below), reasonably adequate to meet the requirements of the Buyer for the Aircraft, and (ii) sell and deliver such Seller Parts (in each case, together with all necessary documentation and data) in accordance with the provisions of this Letter Agreement.
- 1.2 For the purposes of this Letter Agreement, the term “**Seller Parts**” means the Seller's proprietary parts bearing a part number of the Seller or for which the Seller has the exclusive sales rights.

2 DELIVERY

- 2.1 [***]

[***]

(i) [***]; and

(ii) [***].

2.2 Emergency Services

During the Term, the Seller shall maintain, or cause to be maintained, [***]. Unless otherwise agreed by the Buyer in writing, the lead-times for delivery of such qualified answer to the Buyer shall not exceed:

(i) [***];

(ii) [***]; and

(iii) [***].

2.3 [***]

[***]

3 PRICES

3.1 Price Condition

[***]

Price conditions for any Seller Parts shall be as published in the Seller's catalog or price lists in effect at the time the Buyer places an order.

3.2 [***]

3.2.1 [***]

3.2.2 [***]

[***]

3.2.3 [***]

4 [***]

4.1 [***]

(i) [***], and

(ii) [***].

4.2 [***]

5 [***]

Article 2.7 a) of Exhibit H to the Agreement is deleted in its entirety and replaced by the following:

“2.7 [***]

a) [***]

6 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.

7 CONFIDENTIALITY

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

8 COUNTERPARTS

This Letter Agreement 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.

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/ John J. Leahy

Its: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Nathaniel J. Pieper

Its: Vice President Fleet Strategy & Transactions

CT1301535_LA 9_DAL_A321 A330 EXECUTION

AMENDED AND RESTATED LETTER AGREEMENT NO. 10

April 29, 2016

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 eighty-two (82) 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**”) cancels and replaces the amended and restated Letter Agreement No. 10 entered into between the Buyer and the Seller on May 29, 2014.

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 [***]

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) [***], or
 - (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/ John J. Leahy
Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

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

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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) [***].

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

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 than [**] after the date when such Aircraft was scheduled to have been Ready For Delivery.

11.4 [***]

[***]

***]

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

***].

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 [***]

20 INDEMNIFICATION AND INSURANCE

20.1 [***]

20.2 [***]

(A) [***],

(B) [***].

20.3 [***]

(A) [***],

(B) [***].

20.4 [***] Upon receipt of such notice, the Indemnitor (unless otherwise agreed by the Indemnified Party and the Indemnitor) shall assume and conduct the defense, or settlement, of such claim or suit. [***] 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 [***] or the Buyer for all or substantially all of its assets and such action is not stayed or dismissed [***], or the Seller or the Buyer makes a general assignment for the benefit of its creditors.
- (3) An action is commenced against the [***] 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 [***]

April 25, 2016

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

Re: [***]

Ladies and Gentlemen:

Delta Air Lines, Inc. (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an Airbus A321 Aircraft and A330 Aircraft Purchase Agreement date 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 certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 11 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

The Buyer and the Seller agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1. [***]

[***]

2. [***]

[***]

3. [***]

[***]

(a) [***], or

(b) [***], or

- (c) [***], or
- (d) [***], or
- (e) [***].

4. [***]
[***]

5. [***]
[***]

6. ASSIGNMENT

This Letter Agreement No. 11 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.

7. CONFIDENTIALITY

This Letter Agreement No. 11 is subject to the terms and conditions of Clause 22.7 of the Agreement.

8. COUNTERPARTS

This Letter Agreement No. 11 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
Name: Christophe Mourey
Title: Senior Vice President Contracts

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May
Name: Gregory A. May
Title: Senior Vice President
Supply Chain Management

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FORM OF NOTICE

[date]

Airbus S.A.S.
2, rond-point Maurice Bellonte
31707 Blagnac Cedex
France
Attention: Senior Vice President Contracts

Reference: Letter Agreement No. 11 to the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3, 2013, between Delta Air Lines, Inc. and Airbus S.A.S.

[**]

[**]

[**]

[**]

[**]

[**]

Very truly yours,

DELTA AIR LINES, INC.

By: _____

Name:

Title:

_____, 201__

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

Attention: Senior Vice President Supply Chain Management

Reference: Letter Agreement No. 11 to the Airbus A321 Aircraft and A330 Aircraft Purchase Agreement, dated as of September 3, 2013, between Delta Air Lines, Inc. and Airbus S.A.S.

Very truly yours,

AIRBUS S.A.S.

By: _____
Name:
Title:

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Exh L - 1/1

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

April 29, 2016

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

Re: [***]

Ladies and Gentlemen:

Delta Air Lines, Inc. (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into an Airbus A321 Aircraft and A330 Aircraft Purchase Agreement date 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 certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 12 (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

The Buyer and the Seller agree that this Letter Agreement 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 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement shall govern.

1. [***]

1.1 [***]

1.1.1 [***]

[***]

[***]

1.1.2 [***]

[***]

1.2 [***]
1.2.1 [***]
[***]
[***]

1.2.2 [***]
[***]

1.3 [***]
[***]
(i) [***];
(ii) [***],
(iii) [***].
[***]

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

[***]

2. ASSIGNMENT

This Letter Agreement No. 12 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.

3. CONFIDENTIALITY

This Letter Agreement No. 12 is subject to the terms and conditions of Clause 22.7 of the Agreement.

4. COUNTERPARTS

This Letter Agreement No. 12 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).

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

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/ John J. Leahy

Title: Chief Operating Officer, Customers

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Gregory A. May

Title: Senior Vice President

Supply Chain Management

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[illegible]

***	***	***	***
***	***	***	***
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Exh 1 - 2

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

[illegible]

[illegible]

DELTA AIR LINES, INC.
PERFORMANCE COMPENSATION PLAN
(as amended and restated)

Delta Air Lines, Inc. established, effective as of April 30, 2007, the Delta Air Lines, Inc. 2007 Performance Compensation Plan, which is hereby amended, restated and renamed, the Delta Air Lines, Inc. Performance Compensation Plan, effective as of June 10, 2016, subject to approval by the Company's shareholders.

Section 1. Purpose. The purpose of the Plan is to enhance the incentive of those employees, members of the Board and other individuals who are expected to contribute significantly to the success of the Company and its Affiliates in achieving the Company's short-term and long-term objectives and, in general, to further the best interests of the Company and its shareowners.

Section 2. Definitions. As used in the Plan, the following terms shall have the meanings set forth below:

- (a) "**Act**" means the Securities Exchange Act of 1934, as amended from time to time, and includes the applicable regulations promulgated thereunder.
 - (b) "**Affiliate**" means any entity that, directly or indirectly, controls or is controlled by or under common control with the Company.
 - (c) "**Award**" means any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award or Other Stock-Based Award granted under the Plan, which may be denominated or settled in Shares, cash or in such other forms as provided for herein.
 - (d) "**Award Agreement**" means any agreement, contract or other instrument or document evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant, as determined by the Committee.
 - (e) "**Board**" means the board of directors of the Company.
 - (f) "**Cause**" unless otherwise provided in an applicable Award Agreement, means a Participant's:
 - (i) continued, substantial failure to perform his duties with the Company or an Affiliate (other than any such failure resulting from incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Participant which identifies the manner in which the Company or an Affiliate believes that the Participant has not performed his duties;
 - (ii) misconduct which is economically injurious to the Company or to any Affiliate;
 - (iii) conviction of, or plea of guilty or no contest to, a felony or any other crime involving moral turpitude, fraud, theft, embezzlement or dishonesty; or
 - (iv) material violation of any material Company or Affiliate policy or rule regarding conduct, which policy or rule has been communicated in writing to the Participant.
-

A Participant shall have at least 10 business days to cure, if curable, any of the events (other than clause (iii)) which could lead to his termination for Cause. For any Participant who is an Executive Vice President or more senior executive of the Company, a termination for Cause must be approved by a two-thirds vote of the entire Board.

(g) “ **Change in Control** ” unless otherwise provided in the applicable Award Agreement, means the occurrence of:

(i) any “person” (as defined in Section 13(d) of the Act) other than the Company, its Affiliates or an employee benefit plan or trust maintained by the Company or its Affiliates, becoming the “beneficial owner” (as defined in Rule 13d-3 under the Act), directly or indirectly, of more than 35% of the combined voting power of the Company’s then outstanding Voting Stock (excluding any “person” who becomes such a beneficial owner in connection with a transaction described in clause (A) of paragraph (iii) below), unless such person acquires beneficial ownership of more than 35% of the combined voting power of the Company’s Voting Stock then outstanding solely as a result of an acquisition of Company Voting Stock by the Company which, by reducing the Company Voting Stock outstanding, increases the proportionate Company Voting Stock beneficially owned by such person to more than 35% of the combined voting power of the Company’s Voting Stock then outstanding; *provided*, that if a person shall become the beneficial owner of more than 35% of the combined voting power of the Company’s Voting Stock then outstanding by reason of such Voting Stock acquisition by the Company and shall thereafter become the beneficial owner of any additional Company Voting Stock which causes the proportionate voting power of such Company Voting Stock beneficially owned by such person to increase to more than 35% of the combined voting power of such Voting Stock then outstanding, such person shall, upon becoming the beneficial owner of such additional Company Voting Stock, be deemed to have become the beneficial owner of more than 35% of the combined voting power of the Company’s Voting Stock then outstanding other than solely as a result of such Voting Stock acquisition by the Company;

(ii) at any time during a period of 12 consecutive months individuals who at the beginning of such period constituted the Board (and any new member of the Board, whose election by the Board or nomination for election by the Company’s shareowners was approved by a vote of at least two-thirds of the members of the Board then still in office who either were members of the Board at the beginning of the period or whose election or nomination for election was so approved), cease for any reason to constitute a majority of members then constituting the Board; or

(iii) the consummation of (A) a reorganization, merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than a reorganization, merger or consolidation which results in the Company’s Voting Stock outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or being converted into Voting Stock of the surviving entity or any parent thereof) more than 65% of the voting power of the Voting Stock or the total fair market value of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of assets of the Company having a total gross fair market value equal to more than 40% of the total gross Fair Market Value of all assets of the Company immediately prior to such transaction or transactions other than any such sale to an Affiliate

Notwithstanding the foregoing, in no event shall a Change in Control be deemed to have occurred with respect to a Participant if the Participant is part of a “group,” within the meaning of Section 13(d)(3) of the Act, which consummates the Change in Control transaction. In addition, for purposes of the definition of Change in Control, a person engaged in business as an underwriter of securities shall not be deemed to be the beneficial owner of, or to beneficially own, any securities acquired through such person’s participation in good faith in a firm commitment underwriting until the expiration of 40 days after the date of such acquisition.

(h) “ **Code** ” means the Internal Revenue Code of 1986, as amended from time to time, and includes the applicable regulations promulgated thereunder.

(i) “ **Committee** ” means the Personnel and Compensation Committee of the Board or such other committee as may be designated by the Board. If the Board does not designate the Committee, references herein to the “Committee” shall refer to the Board.

(j) “ **Company** ” means Delta Air Lines, Inc. or any successor thereto.

(k) “ **Covered Employee** ” means an individual who is a “covered employee” within the meaning of Section 162(m)(3) of the Code or any successor provision thereto.

(l) “ **Disability** ” means long-term or permanent disability as determined under the disability plan of the Company or Affiliate applicable to the Participant.

(m) “ **Fair Market Value** ” means with respect to Shares, the closing price of a Share on the date in question (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred) on the principal stock exchange on which the Shares trade or are quoted, or if Shares are not so listed or quoted, fair market value as determined by the Committee, and with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(n) “ **Good Reason**, ” unless otherwise provided in an applicable Award Agreement, means either:

(i) Except as provided in clause (ii) below in connection with a Change in Control, any of the following which occur without a Participant’s express written consent:

- (A) in the case of a Participant who is an Executive Vice President or more senior executive of the Company, a material diminution of such Participant’s authorities, duties or responsibilities, other than an insubstantial and inadvertent act that is promptly remedied by the Company after written notice by such Participant to the Chief Executive Officer of the Company;
- (B) the Participant’s office is relocated by more than 50 miles;
- (C) a material reduction of Participant’s base salary or target annual bonus opportunities, in either case other than pursuant to a uniform percentage salary or target annual bonus reduction for similarly-situated Participants; or
- (D) a material breach by the Company or an Affiliate of any binding obligation to the Participant relating to a material term of the Participant’s employment, including, but not limited to, indemnification or the terms of an Award hereunder, or any

failure of a successor to the Company to assume and agree to perform such obligation; or

- (ii) any of the following which occur without a Participant's express written consent during the two-year period following a Change in Control:
 - (A) a material diminution of the Participant's authorities, duties or responsibilities, other than an insubstantial and inadvertent act that is promptly remedied by the Company or an Affiliate after written notice by such Participant to the Chief Executive Officer of the Company;
 - (B) the Participant's office is relocated by more than 50 miles;
 - (C) a material reduction of Participant's base salary or target annual bonus opportunities, in either case other than pursuant to a uniform percentage salary or target annual bonus reduction for similarly-situated Participants; or
 - (D) a material breach by the Company or an Affiliate of any binding obligation to the Participant relating to a material term of the Participant's employment, including, but not limited to, indemnification or the terms of an Award hereunder, or any failure of a successor to the Company to assume and agree to perform such obligation.

Notwithstanding the foregoing, (1) as to any Participant, an event described in Section 2(n)(i) or (ii) above shall constitute Good Reason only if such Participant gives the Company written notice of intent to resign and the reasons therefor within 90 days of the occurrence of such event, unless the Committee agrees otherwise and (2) no event described in Section 2(n)(i) or (ii) above that is curable shall constitute Good Reason if such event is cured by the Company or an Affiliate within 30 days of the Participant's notice, given in accordance with clause (1) above.

(o) "**Incentive Stock Option**" means an Option representing the right to purchase Shares from the Company, granted under and in accordance with the terms of Section 6, that (i) meets the requirements of Section 422 of the Code, or any successor provision thereto and (ii) is designated by the Committee as an Incentive Stock Option.

(p) "**Non-Qualified Stock Option**" means an Option representing the right to purchase Shares from the Company, granted under and in accordance with the terms of Section 6, that is not an Incentive Stock Option.

(q) "**Option**" means an Incentive Stock Option or a Non-Qualified Stock Option.

(r) "**Other Stock-Based Award**" means an Award granted pursuant to Section 10.

(s) "**Participant**" means the recipient of an Award granted under the Plan.

(t) "**Performance Award**" means an Award granted pursuant to Section 9.

(u) "**Performance Period**" means the period (not less than one year) established by the Committee at the time any Performance Award is granted or at any time thereafter during which any performance goals specified by the Committee with respect to such Award are measured.

(v) “ **Plan** ” means the Delta Air Lines, Inc. Performance Compensation Plan, as the same may be amended or restated from time to time, including any appendices hereto.

(w) “ **Qualified Performance-Based Compensation** ” means qualified performance-based compensation as defined in Treasury Regulation §1.162-27(e) or any successor thereto.

(x) “ **Restricted Stock** ” means any Share granted under Section 8.

(y) “ **RSU** ” or “ **Restricted Stock Unit** ” means a contractual right granted under Section 8 that is denominated in Shares. Each Unit shall represent a right to receive the value of one Share (or a percentage of such value) upon the terms and conditions set forth in the Plan and the applicable Award Agreement. Awards of Restricted Stock Units may include, without limitation, the right to receive dividend equivalents.

(z) “ **Retirement** ” means a Termination of Employment (other than for Cause or death) (i) on or after a Participant’s 52nd birthday provided that such Participant has completed at least 10 years of service since his or her most recent hire date with the Company or an Affiliate or (ii) on or after the date that a Participant has completed at least 25 years of service regardless of the Participant’s age provided that such Participant has completed at least 10 years of consecutive service since his or her most recent hire date with the Company or an Affiliate.

(aa) “ **SAR** ” or “ **Stock Appreciation Right** ” means any right granted to a Participant pursuant to Section 7 to receive, upon exercise by the Participant, the excess of (i) the Fair Market Value of one Share on the date of exercise over (ii) the grant price of the right as specified by the Committee in its discretion, which, except in the case of Substitute Awards or in connection with an adjustment provided in Section 5(d), shall not be less than the Fair Market Value of one Share on the date of grant of the right.

(bb) “ **Shares** ” means shares of the common stock of the Company, par value \$0.0001 per share.

(cc) “ **Substitute Awards** ” means awards granted in assumption of, or in substitution for, outstanding awards previously granted by a company acquired by the Company or an Affiliate or with which the Company or an Affiliate combines.

(dd) “ **Termination of Employment** ” means, in the case of a Participant who is an employee of the Company or any of its Affiliates, cessation of the employment relationship such that the Participant is no longer an employee of the Company or an Affiliate, or, in the case of a Participant who is an independent contractor, the date the performance of services for the Company or an Affiliate has ended; provided, however, that in the case of an employee, the transfer of employment from the Company to an Affiliate, from an Affiliate to the Company, from one Affiliate to another Affiliate or, unless the Committee determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or an Affiliate as an independent contractor shall not be deemed a Termination of Employment and, in the case of an independent contractor, performance of services as an employee shall not be deemed a termination of service that would constitute a Termination of Employment; and provided, further, that a Termination of Employment will be deemed to occur for a Participant employed by an Affiliate when an Affiliate ceases to be an Affiliate unless such Participant’s employment continues with the Company or another Affiliate.

(ee) “ **Vesting Period** ” means with respect to an Award the period designated by the terms of the Plan or the applicable Award Agreement as the period over which services generally must be

performed by the Participant receiving such Award in order for such Award to be 100% vested and nonforfeitable.

(ff) “ **Voting Stock** ” means securities entitled to vote generally in the election of members of the board of directors.

Section 3 . Eligibility.

(a) **Scope.** Any employee, member of the Board, consultant or other advisor of, or any other individual who provides services to, the Company or any Affiliate or any other entity in which the Company has a significant equity interest, shall be eligible to be selected to receive an Award under the Plan.

(b) **Substitute Awards.** Holders of options and other types of awards granted by a company acquired by the Company or an Affiliate or with which the Company or an Affiliate combines are eligible for grant of Substitute Awards hereunder.

Section 4 . Administration.

(a) **The Committee.** The Plan shall be administered by the Committee. The Committee shall be appointed by the Board. The Board may designate one or more directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. To the extent permitted by applicable law, the Committee may delegate its authority to exercise all duties and responsibilities under the Plan, including those listed in Section 4(b) below, to any individual, group of individuals or committee except that any such delegation shall not be applicable to any Award for a person then covered by Section 16 of the Act. The Committee may issue rules and regulations for administration of the Plan. The Committee shall meet at such times and places as it may determine.

(b) **Power and Authority.** Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have sole and absolute authority and discretion to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, or other Awards, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (ix) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) **All Decisions Binding.** All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, the shareowners and the Participants unless a court of competent jurisdiction determines that such decision was arbitrary and capricious.

(d) **The Board .** Notwithstanding anything contained in the Plan to the contrary, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any

such case, the Board shall have all of the authority and responsibility granted to the Committee under the Plan and all references to the Committee shall be deemed references to the Board.

Section 5. Shares Available for Awards and Award Limitations.

(a) ***Shares Available and Certain Limitations.*** Subject to adjustment as provided in Section 5(d), effective June 10, 2016, the maximum number of Shares available for distribution under the Plan will not exceed the aggregate of:

(i) 6,650,000 Shares;

(ii) the number of Shares previously authorized for Awards under the Plan but not reserved for outstanding Awards as of the date the Plan as amended and restated is approved by the Company's shareholders; and

(iii) any Shares corresponding to Awards under the Plan that are forfeited after the date the amended and restated Plan is approved by the Company's shareholders.

Notwithstanding the foregoing and subject to adjustment as provided in Section 5(d) and the limitations included in Section 12:

(A) Except as provided in Section 5(a)(ii) with respect to non-employee members of the Board, no Participant may receive under the Plan in any calendar year (1) Options and SARs that relate to more than 2,000,000 Shares; (2) Restricted Stock and RSUs that relate to more than 1,000,000 Shares; or (3) Performance Awards or Other Stock-Based Awards that relate to more than 1,500,000 Shares; and the maximum amount that may be paid in a calendar year in respect of an annual Award denominated in cash or value other than Shares with respect to any Participant shall be \$10,000,000, and the maximum amount of a long-term incentive Award denominated in cash shall be \$10,000,000 multiplied by the number of years included in any applicable Performance Period(s) relating to such Awards; and

(B) the maximum grant date Fair Market Value of any Awards that may be granted to a Participant who is a non-employee member of the Board in any calendar year shall be \$1,000,000.

(b) ***Share Counting.*** Any Shares subject to an Award (but not including any Substitute Award), that expires, is cancelled, forfeited, or otherwise terminates without the delivery of Shares shall again be, or shall become, available for distribution under the Plan; provided, however, that (i) any Shares tendered in payment of an Option; (ii) Shares withheld by the Company (or tendered by the Participant) to satisfy any tax withholding obligation with respect to the exercise of an Option or SAR; or (iii) Shares covered by a stock-settled SAR that were not issued upon the settlement of the Award, shall not again be available for distribution under the Plan.

(c) ***Type of Shares.*** Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company.

(d) ***Effect of Certain Changes.*** In the event that any dividend or other distribution (whether in the form of cash, Shares or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other

securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall adjust equitably any or all of (i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards, including the aggregate and individual limits specified in Section 5(a) and Section 12; (ii) the number and type of Shares (or other securities) subject to outstanding Awards; and (iii) the grant, purchase, or exercise price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; provided, however, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(e) **Effect of Substitute Awards.** Shares underlying Substitute Awards shall not reduce the number of Shares remaining available for distribution under the Plan.

Section 6 . Options.

(a) **Options Generally.** The Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine.

(b) **Exercise Price.** The exercise price per Share under an Option shall be determined by the Committee; provided, however, that, except in the case of Substitute Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(c) **Term.** The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant thereof.

(d) **Vesting and Exercisability.** The Committee shall determine the time or times at which an Option may be exercised in whole or in part with such time or times to be specified in the Award Agreement for the Option.

(e) **Payment of Exercise Price.** The Committee shall determine the method or methods, including broker-assisted cashless exercise, by which, and the form or forms, including, without limitation, cash, Shares, other Awards, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

(f) **Incentive Stock Options.** The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code, or any successor provision thereto, and any regulations promulgated thereunder.

Section 7 . Stock Appreciation Rights.

(a) **SARs Generally.** The Committee is authorized to grant SARs to Participants with such terms and conditions as the Committee shall determine not inconsistent with the provisions of the Plan.

(b) **Grants.** SARs may be granted to Participants either alone (“**freestanding**”) or in addition to other Awards granted under the Plan (“**tandem**”) and may, but need not, relate to a specific Option granted under Section 6.

(c) **Tandem SARs.** Any tandem SAR related to an Option may be granted at the same time such Option is granted or at any time thereafter before exercise or expiration of such Option. In the case of any tandem SAR related to any Option, the SAR or applicable portion thereof shall not be exercisable until the related Option or applicable portion thereof is exercisable and shall terminate and no longer be exercisable upon the termination or exercise of the related Option, except that a SAR granted with respect to less than the full number of Shares covered by a related Option shall not be reduced until the exercise or termination of the related Option exceeds the number of Shares not covered by the SAR. Any Option related to any tandem SAR shall no longer be exercisable to the extent the related SAR has been exercised.

(d) **Term.** A freestanding SAR shall not have a term of greater than 10 years from the date of grant thereof, or, unless it is a Substitute Award, an exercise price less than 100% of Fair Market Value of the Share on the date of grant.

Section 8 . Restricted Stock and Restricted Stock Units.

(a) **Restricted Stock and RSUs Generally.** The Committee is authorized to grant Awards of Restricted Stock and RSUs to Participants with such terms and conditions as the Committee shall determine not inconsistent with the provisions of the Plan.

(b) **Restrictions.** Shares of Restricted Stock and RSUs shall be subject to such restrictions as the Committee may impose (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right), which restrictions may lapse or be waived by the Committee separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) **Evidence of Award.** Any share of Restricted Stock may be evidenced in such manner as the Committee may deem appropriate including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of shares of Restricted Stock, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

(d) **Qualified Performance-Based Compensation.** An Award under this Section 8 shall, if the Committee intends that such Award should constitute Qualified Performance-Based Compensation, comply with Section 12.

Section 9 . Performance Awards.

(a) **Performance Awards Generally.** The Committee is authorized to grant Performance Awards to Participants with such terms and conditions as the Committee shall determine not inconsistent with the provisions of the Plan.

(b) **Denomination; Performance Goals.** Performance Awards may be denominated as a cash amount, number of Shares, or a combination thereof and are Awards which may be earned upon achievement or satisfaction of performance conditions specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(c) **Qualified Performance-Based Compensation.** Every Performance Award shall, if the Committee intends that such Award should constitute Qualified Performance-Based Compensation, comply with Section 12. Except in the case of an Award intended to qualify as Qualified Performance-Based Compensation, if the Committee determines, in its discretion, that external changes or other unanticipated business conditions have materially affected the fairness of the performance goals, then the Committee may approve appropriate adjustments to the performance goals (either up or down) in whole or in part. Performance measures may vary from Performance Award to Performance Award, respectively, and from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative.

(d) **Settlement of Performance Awards; Other Terms.** Settlement of Performance Awards shall be in cash, Shares, other Awards or other property, or a combination thereof, in the discretion of the Committee, as may be specified in the applicable Award Agreement or as otherwise may be determined by the Committee. Performance Awards will be distributed only after the end of the relevant Performance Period. The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with such Performance Awards.

Section 10 . Other Stock-Based Awards.

(a) **Other Stock-Based Awards Generally.** The Committee is authorized to grant Other Stock-Based Awards to Participants with terms and conditions as the Committee shall determine not inconsistent with the provisions of the Plan. Every Other Stock-Based Award shall, if the Committee intends that such Award should constitute Qualified Performance-Based Compensation, comply with Section 12.

(b) **Denomination; Purchase Rights.** The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including, without limitation, convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 10 shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including, without limitation, cash, Shares, other Awards, notes, or other property, as the Committee shall determine. Cash Awards, as stand-alone Awards or as an element of or supplement to any other Award under the Plan, may also be granted pursuant to this Section 10.

Section 11. Effect of Termination of Employment and a Change in Control on Awards. At the time of grant of an Award the Committee shall provide, by rule or regulation or in any Award Agreement, or may determine at any time in any individual case, the circumstances in which Awards shall be exercised, vested, paid or forfeited in the event a Participant ceases to provide service to the Company or any Affiliate or in the event of a Change in Control prior to the end of a Performance Period or exercise or settlement of such Award.

Section 12 . Qualified Performance-Based Compensation.

(a) **Pre-Established Formula Required.** Every Award that is intended to constitute Qualified Performance-Based Compensation shall include a pre-established formula, such that exercise, payment, retention or vesting of the Award is subject to the achievement during a Performance Period or Performance Periods, as determined by the Committee, of a level or levels of, or improvements in, in each

case as determined by the Committee, one or more performance measures with respect to the Company, any Affiliate and/or any business unit of the Company or any Affiliate, based on the following:

(i) any of the following financial measures: revenue per available seat mile; cost per available seat mile; total shareowner return; return on equity, assets, capital or investment; operating, pre-tax or net income levels expressed in either absolute dollars, earnings per share, or changes of the same; the market price of Shares; economic or cash value added; capitalization; net or operating profit margin; revenues or revenue growth; expenses; cash flow; operating cash flow or liquidity; or earnings before interest, taxes, depreciation, amortization and aircraft rent;

(ii) the results of employee satisfaction surveys;

(iii) the results of customer satisfaction surveys; and

(iv) other measures of operational performance (including, without limitation, U.S. Department of Transportation performance rankings in operational areas), quality, safety, productivity or process improvement.

Performance criteria may be measured on an absolute (e.g., plan or budget) or relative basis. Relative performance may be measured against a group of peer companies, a financial market index, or other acceptable objective and quantifiable indices.

The Committee may provide in any Award that is intended to constitute Qualified Performance-Based Compensation that any performance criteria may include or exclude the impact, if any, on reported financial results of any of the following events that occurs during a Performance Period: (A) asset write-downs; (B) litigation or claim judgments or settlements; (C) changes in tax laws, accounting principles or other laws or regulations; (D) reorganization or restructuring programs; (E) acquisitions or divestitures; (F) foreign exchange gains and losses; or (G) gains and losses that are treated as unusual or nonrecurring items under Accounting Standards Codification Topic 225. Such inclusions or exclusions shall be prescribed in a form and at a time that meets the requirements of Section 162(m) of the Code for qualification of the Award as Qualified Performance-Based Compensation.

(b) **Other Restrictions.** In addition to the Award limitations set forth in Section 5(a), the Committee shall have the power to impose such other restrictions on Awards subject to this Section 12 as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements for Qualified Performance-Based Compensation. Notwithstanding any provision of the Plan to the contrary, the Committee shall not be authorized to increase the amount payable to a Covered Employee under any Award to which this Section 12 applies upon attainment of such pre-established formula.

(c) **Certain Changes Prohibited.** Any settlement which changes the form of payment from that originally specified for an Award intended to constitute a Qualified Performance-Based Award shall be implemented in a manner such that the Award does not, solely for that reason, fail to qualify as Qualified Performance-Based Compensation.

Section 13 . General Provisions Applicable to Awards.

(a) **Restrictive Covenants.** The Committee may impose such restrictions on any Award with respect to non-competition, non-solicitation, confidentiality and other conduct as it deems necessary or appropriate in its discretion.

(b) **Configuration of Awards.** Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards. Awards may be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

(c) **Form of Payment.** Subject to the terms of the Plan and the applicable Award Agreement, payments or transfers to be made by the Company upon the grant, exercise or payment of an Award may be made in the form of cash, Shares, other securities or other Awards, or any combination thereof, as determined by the Committee in its discretion at the time of grant or as of the time of such exercise or payment, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) **Nontransferability.** Except as may be permitted by the Committee or as specifically provided in an Award Agreement, (i) no Award and no right under any Award shall be assignable, alienable, pledgeable, saleable or transferable by a Participant otherwise than by will or pursuant to Section 13(e) and (ii) each Award, and each right under any Award, shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. The provisions of this Section 13(d) shall not apply to any Award which has been fully exercised or paid, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) **Participant's Death.** Upon the death of a Participant, the beneficiary eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant's death shall be the Participant's estate.

(f) **Legended Certificates.** All certificates for Shares and/or Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any applicable Federal or state securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

Section 14 . Amendments and Termination.

(a) **The Plan.** Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; provided, however, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareowner approval if such approval is required by the listed company rules of the stock exchange, if any, on which the Shares are principally traded or quoted or (ii) with respect to any affected Participant, the consent of such Participant if such action would adversely affect the rights of such Participant under any outstanding Award, except to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock exchange rules and

regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary herein, the Committee may amend the Plan in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations.

(b) **Awards.** The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate, any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an Award; provided, however, that no such action shall adversely affect the rights of any affected Participant or holder or beneficiary (without such person's consent) under any Award theretofore granted under the Plan, except to the extent any such action is made to cause the Plan to comply with applicable law, stock exchange rules and regulations or accounting or tax rules and regulations; and provided further, that the Committee's authority under this Section 14(b) is limited in the case of Awards subject to Section 12, as set forth in Section 12.

(c) **Certain Equitable Adjustments.** Except as noted in Section 12, the Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including, without limitation, the events described in Section 5(d)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) **Cancellation of Awards.** Any provision of the Plan or any Award Agreement to the contrary notwithstanding, the Committee may cause any Award granted hereunder to be canceled in consideration of a cash payment or alternative Award made to the holder of such canceled Award equal in value to the Fair Market Value of such canceled Award as of the date of cancellation, except that this Section 14(d) shall not be interpreted to permit any transaction that is prohibited by Section 14(f) relating to the repricing of certain Awards.

(e) **Corrections and Clarifications.** The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

(f) **No Repricing without Shareholder Approval.** Except as provided under Section 5(d), unless approved by shareholders of the Company, no Option or SAR may (i) be amended to decrease the exercise price thereof; (ii) be canceled in exchange for the grant of any new Option or SAR with a lower exercise price or any other Award; (iii) be repurchased by the Company or its Affiliates; or (iv) otherwise be subject to any action that would be treated under accounting rules, stock exchange rules or otherwise as a repricing of such Option or SAR (including a cash buyout or voluntary surrender/subsequent regrant of an underwater Option or SAR).

Section 15 . Miscellaneous.

(a) **No Uniformity Required; No Promise of Future Grants.** No employee, Participant or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants, or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award which does not constitute a promise of future grants. The Committee, in its discretion, maintains the sole right to make grants hereunder.

(b) **No Rights as Shareowner.** A Participant granted an Award shall have no rights as a shareowner of the Company with respect to such Award unless and until such time as certificates or book-entry shares for the Shares underlying the Award are registered in such Participant's name in the Company's stock records.

(c) **Withholdings.** The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities or other Awards) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under the Plan and to take such other action (including, without limitation, providing for elective payment of such amounts in cash or Shares by the Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes. If Shares are withheld by the Company or tendered by the Participant to satisfy the Company's withholding obligations, then the Fair Market Value of such Shares on the date the withholding is to be determined shall not exceed the minimum statutory withholding requirement (or, in the discretion of the Committee, the Fair Market Value of such Shares may exceed the minimum statutory withholding requirement but may not be greater than the maximum tax withholding requirement; provided that the exercise of such discretion by the Committee would not result in an Award otherwise classified as an equity award under ASC Topic 718 to be classified as a liability award under ASC Topic 718).

(d) **Other Compensation Arrangements.** Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) **No Right to Continued Employment.** The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(f) **Governing Law; Construction of Plan.** The Plan and all determinations made and actions taken thereunder shall be governed by the internal substantive laws of the State of Georgia and construed accordingly, to the extent not superseded by applicable federal law. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

(g) **Unfunded and Unsecured Arrangement.** Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(h) **No Fractional Shares.** No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

Section 16 . Effective Date of the Plan. The Plan shall be effective as of June 10, 2016, subject to approval by the Company's shareholders.

Section 17 . Term of the Plan. No Award shall be granted under the Plan on or after the ten year anniversary of the date the Plan was approved by the Company's shareholders. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board or the Committee to amend the Plan, shall extend beyond such date.

Section 18 . Section 409A of the Code. With respect to Awards subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A, and the provisions hereof shall be interpreted in a manner that satisfies the requirements of Section 409A and the related regulations, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended by the Committee so as to avoid this conflict . To the extent any payment or Award provided to a Participant under the Plan constitutes "deferred compensation" under Section 409A and the Participant at the time of his Termination of Employment is considered to be a "specified employee" pursuant to the Company's policy for determining such employees, the distribution or payment of any such amount will be delayed for six months following the Participant's separation from service. Notwithstanding the foregoing, neither the Company nor the Committee shall have any liability to any Participant or any other person if an Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and the terms of such Award do not satisfy the additional conditions applicable to nonqualified deferred compensation under Section 409A of the Code.

DELTA AIR LINES, INC.
OFFICER AND DIRECTOR SEVERANCE PLAN
As Amended and Restated as of June 1, 2016

1. INTRODUCTION

Delta Air Lines, Inc. (the “**Company**” or “**Delta**”) adopted the 2007 Officer and Director Severance Plan for eligible Officer and Director level employees of the Company, which plan was amended and restated as the 2009 Delta Air Lines, Inc. Officer and Director Severance Plan effective as of January 2, 2009 and was further amended as of October 20, 2009, February 10, 2010 and August 20, 2015 (the “**2009 Plan**”). Delta hereby amends and restates the 2009 Plan as the 2016 Delta Air Lines, Inc. Officer and Director Severance Plan (the “**2016 Plan**”), effective as of June 1, 2016. Participants in the 2009 Plan whose employment terminates prior to June 1, 2016 shall not be eligible for benefits under the 2016 Plan, but shall only be eligible for benefits under the 2009 Plan, subject to any other separately granted contractual rights they may have. Except as provided in the previous sentence, the terms of the 2009 Plan shall no longer be in effect as of June 1, 2016.

Capitalized terms that are not otherwise defined in the text of the 2016 Plan are defined in Section 11.

2. PARTICIPATION

Any employee of the Company who on or after June 1, 2016 is paid through the U.S. payroll and is classified as a full-time Director (a “**Director**”) or Officer (an “**Officer**”) of the Company according to the Company’s Human Resources records (a “**Participant**”) is eligible to participate in the 2016 Plan in accordance with the terms described below. In addition, an officer or director of an Affiliate may be designated as a Participant by the Plan Administrator in his sole discretion if (i) the Affiliate does not offer a severance plan or program to its executive employees or (ii) the officer or director is not eligible to participate in the severance plan or program the Affiliate does offer. In these circumstances, the Plan Administrator shall determine in his sole discretion the level at which the officer or director may participate in the 2016 Plan. For example, an employee of an Affiliate may be a Vice President of an Affiliate, but may be designated by the Plan Administrator to participate in the 2016 Plan at the Director level.

3. TERMINATION OF EMPLOYMENT AND ELIGIBILITY

(a) Severance Event. Subject to Section 2, a Participant shall be eligible to receive the benefits described in Section 4 if on or after June 1, 2016 he incurs a “**Severance Event**” which shall be defined as any of the following:

- (i) the Participant’s employment is terminated by Delta other than for Cause. If a Participant who is eligible for early, special early or normal retirement under the Company’s retirement plan or policy is, or would be, terminated by the Company without Cause, such Participant shall be considered to have been terminated by the Company without Cause for purposes of the 2016 Plan rather than having retired, but only if the Participant acknowledges that, absent retirement, the Participant would have been terminated by the Company without Cause. If, however, the employment of a Participant who is eligible for retirement is terminated by the

Company for Cause, then regardless of whether the Participant is considered a retiree for purposes of any other program, plan or policy of the Company, for purposes of the 2016 Plan, the Participant's employment shall be considered to have been terminated by the Company for Cause;

(ii) the Participant (other than the Chief Executive Officer of the Company as of May 2, 2016) (A) resigns from employment with Delta for Good Reason during the period beginning on a Change in Control Date and ending on the second anniversary thereof (provided that the event that constitutes Good Reason must occur after the Change in Control) and (B) was employed by Delta as of the Change in Control Date; or

(iii) with respect to the Chief Executive Officer of the Company as of May 2, 2016, the Participant resigns for Good Reason.

(b) Condition Precedent to Receipt of Any Benefits Under the Plan. In order to receive the benefits of the 2016 Plan, eligible Participants must first sign a Separation Agreement and General Release prepared by Delta (the "**Agreement**") within 45 days of the date that the Agreement is presented to the Participant. Participants who fail to sign the Agreement within 45 days or who rescind the Agreement within the applicable Revocation Period are not eligible to receive benefits under the 2016 Plan. The Agreement is designed to ensure that both Delta and the Participant have their rights and obligations in connection with the termination of employment established with certainty and finality. Delta is offering benefits under the 2016 Plan in exchange for the execution of the Agreement. The Agreement shall be in a form provided by and satisfactory to Delta and may include, without limitation, a release in favor of Delta and its employees, directors and Affiliates and certain non-competition, non-solicitation and non-recruitment agreements for the benefit of Delta; provided, however, that for the two-year period following a Change in Control, the Agreement shall be in substantially the same form as the form of Agreement used immediately prior to the Change in Control.

4. DESCRIPTION OF SPECIFIC BENEFITS

Upon a Severance Event, each Participant will be eligible for the following benefits:

(a) Severance Pay. A Participant will be eligible for "**Severance Pay**," in an amount determined as described below, and based on the Participant's job level at the time of the Severance Event. If, however, the Severance Event is described in Section 3(a)(ii) or (iii) and the event which constitutes Good Reason is a material diminution of the Participant's position, responsibilities or duties, Severance Pay shall be based on the Participant's MIP Target Award prior to the diminution which gave rise to the Participant's resignation. Severance Pay will be paid as a one-time lump-sum payment promptly following the Participant's Severance Event (taking into account however, sufficient time to perform the calculations, if any, necessary under Section 4(e) and fulfillment of the other eligibility criteria including compliance with Section 3(b), but in no event shall be paid more than two and one-half months following the end of the year in which the Severance Event occurs. All applicable federal, state, and local taxes will be withheld from all Severance Pay. Severance Pay will not be considered as earnings under any qualified or non-qualified plan or program

sponsored by Delta or any Affiliate. Each Participant will be eligible for Severance Pay in an amount equal to:

- (i) 6 months Base Salary for Directors, plus 50% of any applicable MIP Target Amount;
 - (ii) 9 months Base Salary for Managing Directors, plus 75% of any applicable MIP Target Amount;
 - (iii) 12 months Base Salary for Vice Presidents, plus 100% of any applicable MIP Target Amount;
 - (iv) 15 months Base Salary for Senior Vice Presidents, plus 125% of any applicable MIP Target Amount;
 - (v) 18 months Base Salary for Executive Vice Presidents, plus 150% of any applicable MIP Target Amount ; and
 - (vi) 24 months Base Salary for Senior Executive Vice Presidents, the President or Chief Executive Officer, plus 200% of any applicable MIP Target Amount.
- (b) Extension of Benefits During Severance Period. A Participant shall be eligible for the following extended benefits for the periods noted below.
- (i) Medical/Dental and Life Insurance Benefits.
 - (A) Payment of COBRA Premiums. Delta will pay the premiums for medical, dental and/or vision COBRA coverage (but not for any portion of the COBRA premium for any Healthcare Flexible Spending Account) for which a Participant and his eligible dependents may be eligible; provided such COBRA coverage is properly elected by the Participant or his eligible dependents. Eligibility for such payments shall continue until the earlier of: (i) the end of the Severance Period or (ii) the date the Participant's or the Participant's dependents' eligibility for COBRA coverage ceases as provided under COBRA and the terms of the Delta Account-Based Healthcare Plan (or corresponding pilot or Affiliate plan, if applicable).
 - (B) Payment of Retiree Medical Premiums. To the extent applicable, if a Participant is eligible for special early, early or normal retirement under the Company's retirement plan or policy at the time of the Severance Event, and the Participant or one or more of his eligible dependents elects COBRA coverage instead of retiree medical and/or dental coverage, the above section entitled "Payment of COBRA Premiums" will apply with respect to any Delta-paid COBRA premium. If the Participant or an eligible dependent instead elects retiree medical and/or dental coverage, Delta will, in lieu of paying COBRA premiums as described above, pay the retiree medical and/

or dental premium for the Participant and/or his eligible dependents during the Severance Period; provided that the Participant and/or his eligible dependents properly enroll for such coverage. If a Participant or his dependents become ineligible for Delta retiree coverage for any reason or opt out of such coverage, all Delta paid coverage for that person (or group of persons) will cease and Delta will have no responsibility to pay any further retiree medical and/or dental premiums under the 2016 Plan; however, the Participant or his dependents shall retain whatever rights they may have under any other applicable Delta-sponsored retiree medical plan or program.

(ii) Basic Life Insurance. Participants who are classified as Directors or Managing Directors of the Company at the time of their Separation Event will also have their basic life insurance coverage under the Delta Family-Care Disability and Survivorship Plan (or corresponding pilot or Affiliate plan, if applicable) continued for the Severance Period at Delta's expense; provided the Participant shall be responsible for any taxes associated with such continuation. The amount of coverage continued will be equal to the amount of basic life insurance coverage in effect immediately prior to the Participant's separation. This continued coverage shall not affect any other death benefit for which the Participant may be eligible.

(iii) Travel Privileges.

(A) During the Severance Period, a Participant will be eligible for continued travel privileges generally comparable to those under Delta's travel policy as in effect for an active employee at the Participant's job level at the time of the Severance Event (the "**Travel Privileges**"). If, however, the Severance Event is described in Section 3(a)(ii) or (iii) and the event which constitutes Good Reason is a material diminution of the Participant's position, responsibilities or duties, any Travel Privileges shall be based on the Participant's job level prior to the diminution which gave rise to the Participant's resignation. In addition, with respect to any Participant who (i) incurs a termination that constitutes a Severance Event during the period beginning on a Change in Control Date and ending on the second anniversary thereof and (ii) is a Vice President or more senior Officer of the Company at the time of the Change in Control Date, such Participant shall after the expiration of the Travel Privileges described in the previous sentence, be treated as a retired officer for purposes of the Company's travel policy regardless of the Participant's actual age or years of service. Following the expiration of the Severance Period, the Participant's travel benefits will be based on the Company travel policy for retired officers at the level at which the Participant was employed immediately prior to the Change in Control Date. Provided, however, anything in the 2016 Plan to the contrary notwithstanding, any person who first becomes an Officer after June 8, 2009 shall not receive any Tax Allowance (as that term is defined in the Delta Air Lines, Inc. UATP Travel Program) during the Severance Period or following his or her termination of active employment.

(B) All Travel Privileges shall be governed by all applicable rules and procedures which are generally applicable at the time the Travel Privileges are used, except as expressly modified in the 2016 Plan. Travel Privileges may be used for

pleasure, vacation, or personal emergency, but may not be used for any type of business or professional activity. Any violation of the rules governing non-revenue and reduced rate travel may result in the suspension or termination of all Travel Privileges for the Participant and/or his family members (or friends and family travelers).

(C) Family status changes (such as marriage, divorce, adoption or birth of a child) that occur during the Severance Period must be reported to the Delta Employee Service Center (or corresponding Affiliate administrator) within 60 days of the status change. Failure to do so will result in the ineligibility of the new family member for Travel Privileges described under the 2016 Plan.

(D) This Section 4(b)(iii) shall not create any contractual rights, and the Travel Privileges provided pursuant to this provision shall remain subject to Delta's right to apply all applicable rules as they exist from time to time and to modify or terminate such privileges at any time, including after termination of employment, in its sole discretion.

(E) If a Participant has contractual rights to travel privileges that are provided in another agreement that are different or not as favorable as the Travel Privileges provided under this Section 4(b)(iii), such Participant shall also be eligible for the Travel Privileges granted hereunder, but shall have no contractual rights to such different or more favorable Travel Privileges. In that case, the reservation of rights in clause (D) above shall apply only to the Travel Privileges that are provided under this Section 4(b)(iii), and not to any other contractual travel privileges the Participant may have. A Participant that has separately granted contractual rights may use his contractually granted rights or the Travel Privileges granted under the 2016 Plan, but not both. For example, if under both the 2016 Plan and any contractual agreement, the Participant is eligible under each for an allowance of \$10,000, the Participant may use one such allowance of \$10,000, and the two allowances cannot be combined into a total allowance of \$20,000.

(c) Career Transition Services. Participants are eligible to receive career transition services valued at up to \$5,000 at a career transition services firm chosen by Delta. Delta shall pay such firm directly for such services. The career transition services may include seminars, job search work teams, productivity clinic, resumé preparation, assessments, resource library, on-line database, job lead development, individual counseling, administrative support, computer lab, and workspace phone/fax. The eligibility to receive these services will expire upon the first of: (x) the Participant becoming employed; (y) the expiration of the Severance Period; or (z) the last day of the second year following the taxable year in which the Participant separated from service for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**").

(d) Financial Planning Services. Participants who are classified as Directors or Managing Directors of the Company at the time of their Separation Event are eligible for continuation of the financial planning services for which they are eligible at the time of their separation from Delta. A Participant shall be reimbursed for any covered expenses; Delta shall not provide direct payments to the vendor for such services. The eligibility to receive such reimbursement will expire at the conclusion of the calendar year in which the Participant

separates from Delta, even if that occurs during the Severance Period. All reimbursements for such services must be made by the end of the third year following the taxable year in which the Participant separated from service for purposes of Section 409A of the Code.

(e) Certain Reductions in Payments.

(i) In the event that a Participant becomes entitled to benefits under the 2016 Plan, and Delta, or at its direction, the Accounting Firm (as defined below), determines that the payments and benefits provided under the 2016 Plan, together with any payment or consideration in the nature of value or compensation to or for Participant's benefit under any other agreement with, or plan of, Delta that the Accounting Firm determines should be included as a parachute payment (as defined in Section 280G of the Code) (in the aggregate, "**Total Payments**") would (after taking into account any value attributable to any payment (or portion thereof) which Delta establishes by clear and convincing evidence is reasonable compensation for personal services to be rendered by the Participant on or after the date of the change in ownership or control within the meaning of Section 280g(b)(4) (A) of the Code, such payment hereinafter referred to as "**post change reasonable compensation**"), subject Participant to the excise tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce the Total Payments to the Reduced Amount (as defined below). The Total Payments shall be reduced to the Reduced Amount only if the Accounting Firm determines that Participant would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if Participant's Total Payments were reduced to the Reduced Amount. If instead the Accounting Firm determines that Participant would not have a greater Net After-Tax Receipt of aggregate payments if Participant's Total Payments were reduced to the Reduced Amount, Participant shall receive all Total Payments to which Participant is entitled. Any valuation of any post change reasonable compensation shall be determined by the Accounting Firm (or, if the Accounting Firm is not able to make such determination, an independent third-party valuation specialist, selected by Delta), and Delta shall cooperate in good faith in connection with any such valuation process.

(ii) If the Accounting Firm determines that aggregate Total Payments should be reduced to the Reduced Amount, Delta shall promptly give Participant notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm (or, with respect to the valuation of the post change reasonable compensation, or to the extent applicable, the independent third-party valuation specialist) under this section shall be binding upon Delta and Participant and shall be made within thirty (30) days after a termination of Participant's employment. The reduction of the Total Payments to the Reduced Amount, if applicable, shall be made by reducing the Total Payments under the following types of compensation or value in the following order: (i) Stock Options, (ii) Restricted Stock, (iii) Performance Shares or Awards, and (iv) Cash. All fees and expenses of the Accounting Firm and the independent third-party valuation specialist (if any) shall be borne solely by Delta.

(iii) As a result of the uncertainty in the application of Sections 280G and 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by Delta to or for the benefit of Participant pursuant to the 2016 Plan which should not have been so paid or distributed ("**Overpayment**") or that additional amounts which will have not been paid or distributed by Delta to or for the benefit of Participant pursuant to the 2016 Plan could have been so paid or

distributed (“ **Underpayment** ”), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Accounting Firm, based upon the assertion of a deficiency by the Internal Revenue Service against either Delta or Participant which the Accounting Firm believes has a high probability of success determines that an Overpayment has been made, Participant shall pay any such Overpayment to Delta together with at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no amount shall be payable by Participant to Delta if and to the extent such payment would not either reduce the amount on which Participant is subject to tax under Sections 1, 3101 and 4999 of the Code or generate a refund of such taxes. In the event that the Accounting Firm, based upon controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by Delta to or for the benefit of Participant together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code. In all events, any Overpayment or Underpayment shall be paid no later than December 31 of the year after the year in which the Overpayment or Underpayment is determined to exist.

(iv) For purposes hereof, the following terms have the meanings set forth below:

(A) “ **Net After-Tax Receipt** ” shall mean the present value (as determined in accordance with Sections 280G(b)(2)(A)(ii) and 280G(d)(4) of the Code) of a payment net of all taxes imposed on Participant with respect thereto under Sections 1, 3101 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under state and local laws which applied to Participant’s taxable income for the immediately preceding taxable year, or such other rate(s) as Participant certifies, in his or her sole discretion, as likely to apply to him or her in the relevant tax year(s), and 1.45% under Section 3101. If applicable, the phase out of itemized deductions and personal exemptions shall also be taken into consideration.

(B) “ **Reduced Amount** ” shall mean the greatest amount of Total Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code if the Accounting Firm determines to reduce Total Payments pursuant this Section 4(e).

(C) “ **Accounting Firm** ” shall mean the nationally recognized accounting firm generally used by Delta as its financial auditor. In the event that the Accounting Firm is serving as accountant or auditor for a person effecting the Change in Control or is otherwise unavailable, the Participant may appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder).

(f) Severance Period. “ **Severance Period** ” shall mean with respect to any Severance Event, the period beginning on the Participant’s employment termination date from Delta and ending:

- (i) 6 months after the termination date for Directors;
- (ii) 9 months after the termination date for Managing Directors;
- (iii) 12 months after the termination date for Vice Presidents;

- (iv) 15 months after the termination date for Senior Vice Presidents;
- (v) 18 months after the termination date for Executive Vice Presidents; and
- (vi) 24 months after the termination date for Senior Executive Vice Presidents, the President or Chief Executive Officer.

The Severance Period will be based on the Participant's job level at the time of the Severance Event. If, however, the Severance Event is described in Section 3(a)(ii) or (iii) and the event which constitutes Good Reason is a material diminution of the Participant's position, responsibilities or duties, the Severance Period shall be based on the Participant's job level prior to the diminution which gave rise to the Participant's resignation

(g) Offset for Other Severance Benefits. The amount of any benefits payable to a Participant under the 2016 Plan shall be reduced on a dollar-for-dollar basis by any separation, termination or similar benefits that the Company or an Affiliate pays or is required to pay to such Participant through insurance or otherwise under any plan, program, agreement or contract of the Company or the Affiliate, or under any federal, state or local law.

5. PLAN ADMINISTRATION AND INTERPRETATION

The “**Plan Administrator**” is the Executive Vice President –Chief Human Resources Officer (or any other Officer of the Company designated by the Personnel & Compensation Committee of the Board). The “**Plan Year**” is January 1 to December 31. Benefits from the 2016 Plan are paid from the general assets of Delta.

The Plan Administrator, or his delegate, has the full power and authority, in his sole discretion to construe, interpret and administer the 2016 Plan and his decisions shall be final and binding. The Plan Administrator shall have the broadest discretionary authority permitted under law in the exercise of all its functions including, but not limited to, deciding questions of eligibility, interpretation and the right to benefits hereunder.

6. PLAN CLAIMS AND APPEALS

Any Participant who upon the termination of his employment does not receive the benefits under the 2016 Plan to which he believes he is entitled may file a claim for such benefits in writing to the Senior Vice President –Human Resources of the Company (or such other officer as may be designated by the Company). Such claim must be received by the Senior Vice President –Human Resources within 60 days of the Participant's termination of employment. If the claim is denied, the Senior Vice President –Human Resources will send written notification of the denial within 90 days after the claim is properly and completely filed. Special circumstances may require an additional period of no more than 90 days. In that event, the Participant will be sent a written notice of the special circumstances requiring the extension and the date when a decision on the claim can be expected. If the claim is denied, the Participant will be so advised and informed of the reason, the provisions of the 2016 Plan upon which the denial was based, and, if applicable, an explanation of other relevant material or information necessary to perfect the claim. If the claim is denied or if the Participant is not furnished with written notification of the decision on the claim within 90 days (or within 180 days if an extension is necessary) after the claim is properly and completely filed, the Participant or his

authorized representative may request a review of the claim under the appeal procedures described below.

If a Participant is dissatisfied with a denial of a claim under the 2016 Plan, the Participant must appeal the denial in writing before pursuing any other remedy. All appeals must be addressed to the proper party in a timely manner. **All appeal time deadlines will be strictly enforced.**

If a Participant desires a review of a denial, the Participant or his representative designated in writing must submit a written request to the Plan Administrator that is received by the Plan Administrator within 90 days of the date of the letter denying benefits. The date of the denial indicated on the denial letter counts as day one in determining this 90-day period and the Plan Administrator expressly reserves the right to refuse to consider tardy appeals.

The Plan Administrator will notify the Participant or his designated representative in writing of the decision on review within 60 days after the Plan Administrator receives the review request. If the claim denial is upheld, the Participant will be so advised and informed of the reason and the provisions of the 2016 Plan document upon which the denial was based. The Plan Administrator may take an additional 60 days to inform the Participant of a decision if special circumstances require an extension of processing time and the Plan Administrator has notified the Participant in writing that there will be a delay, the reasons for needing more time, and the date by which the final decision will be made.

Review by the Plan Administrator is made only upon the written record. The Participant or his representative designated in writing may review pertinent documents relating to the denial and may submit comments, a statement of issues, and/or additional documentary evidence if desired. Personal appearances are not permitted.

A Participant must timely exhaust the administrative remedies allowed under the 2016 Plan as described above before filing any legal action on a claim. The previously described procedure is the exclusive administrative claims procedure provided under the 2016 Plan. In no event may Participants bring any legal action or proceeding for benefits under the 2016 Plan later than one year following the date on which the Participant has exhausted his administrative remedies under the 2016 Plan.

7. AMENDMENT

Except as expressly set forth herein, the Company may amend or terminate the 2016 Plan at any time; provided, however, that as of a Change in Control Date, no amendment to or termination of the 2016 Plan that is adverse to any person who is an employee of Delta on the Change in Control Date shall be effective until after the second anniversary of such Change in Control Date.

8. SUCCESSORS AND ASSIGNS

The 2016 Plan shall be binding upon Delta's successors and assigns.

9. GOVERNING LAW

The 2016 Plan is governed by the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "), but it is intended to qualify as a plan maintained for the purpose of providing benefits to

a select group of management or highly compensated employees. As such, it is exempt from certain provisions of ERISA pursuant to ERISA Sections 201(2), 301(a)(3), 401(a)(1) and 4021(b) and applicable regulations (including U.S. Department of Labor Regulation 2520.104-23). However, some of the underlying benefits provided for under the terms of the 2016 Plan, such as the Travel Privileges, financial planning and career transition services are not governed by ERISA, and their inclusion in the 2016 Plan does not deem them subject to ERISA. To the extent not superseded by ERISA, the 2016 Plan and all determinations made and actions taken thereunder shall be governed by the internal substantive laws of the State of Georgia and construed accordingly.

10. SECTION 409A OF THE INTERNAL REVENUE CODE

To the extent required to be in compliance with Section 409A of the Code and the regulations promulgated thereunder (together, “**Section 409A**”), notwithstanding any other provision of the 2016 Plan, (a) any payment or benefit to which a Participant is eligible under the 2016 Plan, including a Participant who is a “specified employee” as defined in Section 409A, shall be adjusted or delayed and (b) any term of the Plan may be adjusted, in such manner as to comply with Section 409A and maintain the intent of the 2016 Plan to the maximum extent possible. More specifically, to the extent any payment or benefit provided to a Participant under the 2016 Plan constitutes non excepted deferred compensation under Section 409A and the Participant is at the time of his termination of employment considered to be a “specified employee” pursuant to the Company’s policy for determining such employees, the payment of any such non excepted amount and the provision of such non excepted benefits will be delayed for six months following the Participant’s separation from service. Notwithstanding the foregoing, Delta shall not have any liability to any Participant or any other person if any payment or benefit is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and does not satisfy the additional conditions applicable to nonqualified deferred compensation under Section 409A.

11. DEFINITIONS

The following definitions shall apply for purposes of the 2016 Plan:

- (a) “**Affiliate**” means any entity that directly or indirectly controls or is controlled by or under common control with the Company.
- (b) “**Base Salary**” means the Participant’s monthly base salary at the time of the Separation Event, excluding expense reimbursements and supplemental salary payments, and any items not considered by the Plan Administrator to be a component of regular monthly base earnings; provided, however, that, as of a Change in Control Date, in the event of a termination of employment by the Participant because of a reduction in the Participant’s pay, “Base Salary” means the Participant’s monthly base salary prior to the reduction in pay which gave rise to the Participant’s termination of employment.
- (c) “**Board**” means the Board of Directors of the Company.
- (d) “**Cause**” means the Participant’s
 - (i) continued, substantial failure to perform his duties with Delta (other than any such failure resulting from incapacity due to physical or mental illness) after a written demand for substantial performance is delivered to the Participant which identifies

the manner in which Delta believes that the Participant has not performed his duties, or

(ii) misconduct which is economically injurious to Delta, or

(iii) conviction of, or plea of guilty or no contest to, a felony or any other crime involving moral turpitude, fraud, theft, embezzlement or dishonesty, or

(iv) material violation of any material Delta policy or rule regarding conduct, which policy or rule has been communicated in writing to the Participant.

A Participant shall have at least ten (10) business days to cure, if curable, any of the events (other than Section 11(d)(iii)) which could lead to his termination of Cause. For any Participant who is an Executive Vice President or more senior executive of the Company, a termination for Cause must be approved by a 2/3 vote of the entire Board.

(e) “**Change in Control**” means the occurrence of any of the following:

(i) any “person” (as defined in Section 13(d) of the Securities Exchange Act of 1934 (“**Act**”)) other than the Company, its Affiliates or an employee benefit plan or trust maintained by the Company or its Affiliates, becoming the “beneficial owner” (as defined in Rule 13d-3 under the Act), directly or indirectly, of more than 35% of the combined voting power of the Company’s then outstanding Voting Stock (excluding any “person” who becomes such a beneficial owner in connection with a transaction described in Section 11(e)(iii)(A) of paragraph (iii) below), unless such person acquires beneficial ownership of more than 35% of the combined voting power of the Company’s Voting Stock then outstanding solely as a result of an acquisition of Company Voting Stock by the Company which, by reducing the Company Voting Stock outstanding, increases the proportionate Company Voting Stock beneficially owned by such person to more than 35% of the combined voting power of the Company’s Voting Stock then outstanding; provided, that if a person shall become the beneficial owner of more than 35% of the combined voting power of the Company’s Voting Stock then outstanding by reason of such Voting Stock acquisition by the Company and shall thereafter become the beneficial owner of any additional Company Voting Stock which causes the proportionate voting power of such Company Voting Stock beneficially owned by such person to increase to more than 35% of the combined voting power of such Voting Stock then outstanding, such person shall, upon becoming the beneficial owner of such additional Company Voting Stock, be deemed to have become the beneficial owner of more than 35% of the combined voting power of the Company’s Voting Stock then outstanding other than solely as a result of such Voting Stock acquisition by the Company;

(ii) at any time during a period of twelve consecutive months individuals who at the beginning of such period constituted the Board (and any new member of the Board, whose election by the Board or nomination for election by the Company’s shareowners was approved by a vote of at least two-thirds of the members of the Board then still in office who either were member of the Board at the beginning of the period or whose election or nomination for election was so approved), cease for any reason to constitute a majority of members then constituting the Board; or

(iii) the consummation of (A) a reorganization, merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than a reorganization, merger or consolidation which results in the Company's Voting Stock outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or being converted into Voting Stock of the surviving entity or any parent thereof) more than 65% of the voting power of the Voting Stock or the total fair market value of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of assets of the Company having a total gross fair market value equal to more than 40% of the total gross fair market value of all assets of the Company immediately prior to such transaction or transactions other than any such sale to an Affiliate.

Notwithstanding the foregoing, in no event shall a Change in Control be deemed to have occurred with respect to a Participant if the Participant is part of a "group", within the meaning of Section 13(d)(3) of the Act, which consummates the Change in Control transaction. In addition, for purposes of the definition of Change in Control, a person engaged in business as an underwriter of securities shall not be deemed to be the beneficial owner of, or to beneficially own, any securities acquired through such person's participation in good faith in a firm commitment underwriting until the expiration of forty days after the date of such acquisition.

(f) **"Change in Control Date"** means the date on which a Change in Control occurs.

(g) **"Good Reason"** means any of the following that occurs without a Participant's express written consent:

(i) a material diminution or other reduction of the Participant's authorities, duties or responsibilities, other than an insubstantial and inadvertent act that is promptly remedied by Delta (or an Affiliate) after written notice by such Participant to the Chief Executive Officer of the Company;

(ii) the Participant's office is relocated by more than 50 miles;

(iii) a material reduction of Participant's Base Salary or target annual bonus opportunities, in either case other than pursuant to a uniform percentage salary or target annual bonus reduction for similarly-situated Participants; or

(iv) a material breach by Delta or an Affiliate of any binding obligation to the Participant relating to a material term of the Participant's employment, including, but not limited to, indemnification or the terms of an award under the Delta Air Lines, Inc. Performance Compensation Plan, or any failure of a successor to the Company to assume and agree to perform such obligation.

Notwithstanding the foregoing: (A) as to any Participant, an event described above shall constitute Good Reason only if such Participant gives the Company written notice of intent to resign and the reasons therefor within 90 days of the occurrence of such event;

(B) no event described in Section 11(g)(i) or (ii) that is curable shall constitute Good Reason if such event is cured by the Company or an Affiliate within 30 days of the Participant's notice, given in accordance with clause (A) above; and (C) absent a cure by the Company or an Affiliate as described in clause (B) above, the Participant must separate from service prior to the end of the 180 day period beginning with the event that constituted Good Reason.

(h) “ **MIP Target Amount** ” means as to any Participant, such Participant's target award amount under the Company's Management Incentive Plan (or any similar plan) in effect at the time such Participant has a termination of employment that entitles the Participant to benefits hereunder (except as provided in Section 4(a)).

(i) “ **Revocation Period** ” means the period of time immediately following the date a Participant signs an Agreement that he has to revoke such Agreement, with such period of time specified in the Agreement.

(j) “ **Voting Stock** ” means securities entitled to vote generally on the election of members of the board of directors.

IN WITNESS WHEREOF, this document has been executed this 27th day of May, 2016.

/S/ Robert L. Kight

Robert L. Kight

Senior Vice President—Human Resources

TERMS OF 2016 RESTRICTED STOCK AWARD ¹

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	Shirley C. Franklin
Daniel A. Carp	George N. Mattson
David G. DeWalt	Sergio A. L. Rial
Thomas E. Donilon	Kathy N. Waller
William H. Easter III	Kenneth B. Woodrow
Mickey P. Foret	

Type of Award: Restricted Stock, as defined and granted under the Delta Air Lines, Inc. 2007 Performance Compensation Plan (the “ **2007 Plan** ”).

Grant Date: June 10, 2016

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 “ **2016 Grant** ”) will vest (the “ **Vesting Date** ”) on the earlier of (1) June 10, 2017 and (2) the date of Delta's 2017 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 2016 Grants will immediately vest on the date such Non-Employee Director ceases to be a member of the Board due to death, Disability or Retirement. For purposes of the 2016 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 w

¹ In accordance with these terms, each Non-Employee Director received 3,810 shares of Restricted Stock on June 10, 2016. This is equal to \$160,000 divided by \$42.04 (the closing price of Delta Common Stock on the New York Stock Exchange on June 10, 2016), rounded up to the nearest whole ten shares.

ith 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 2016 Grant is unvested, the Non-Employee Director will be eligible to receive the dividend when the 2016 Grant vests.

July 14, 2016

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 and 333-209571 and Form S-8 No.'s 333-142424, 333-149308, 333-154818 and 333-151060) of Delta Air Lines, Inc. for the registration of shares of its common stock of our report dated July 14, 2016 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, 2016 .

/s/ Ernst & Young LLP

I, Edward Bastain, 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, 2016 ;
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 14, 2016

/s/ Edward H. Bastain

Edward H. Bastain
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, 2016 ;
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 14, 2016

/s/ Paul A. Jacobson

Paul A. Jacobson

Executive Vice President and Chief Financial Officer

July 14, 2016
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, 2016 (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. Bastain

Edward H. Bastain
Chief Executive Officer

/s/ Paul A. Jacobson

Paul A. Jacobson
Executive Vice President and Chief Financial Officer