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 March 31, 2026

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)

Delaware	**58-0218548**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1030 Delta Boulevard **Atlanta, Georgia**	**30354-1989**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (404) 715-2191

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	DAL	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files).
Yes ☑ No ☐

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

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐
Smaller reporting company ☐ Emerging growth company ☐

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

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

Yes ☐ No ☑

Number of shares outstanding by each class of common stock, as of March 31, 2026

Common Stock, $0.0001 par value - 656,994,112 shares outstanding

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

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Unless otherwise indicated or the context otherwise requires, 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, goals, aspirations, commitments 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, 2025 ("Form 10-K"), other than risks that could apply to any issuer or offering. All forward-looking statements speak only as of the date made, and we undertake no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances that may arise after the date of this report except as required by law.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and the Stockholders of
Delta Air Lines, Inc.

Results of Review of Interim Financial Statements

We have reviewed the accompanying consolidated balance sheet of Delta Air Lines, Inc. (the Company) as of March 31, 2026, the related condensed consolidated statements of operations and comprehensive (loss)/income, condensed consolidated statements of cash flows, and consolidated statements of stockholders' equity for the three-month periods ended March 31, 2026 and 2025, and the related notes (collectively referred to as the "condensed consolidated interim financial statements"). Based on our reviews, we are not aware of any material modifications that should be made to the condensed consolidated interim financial statements 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) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2025, the related consolidated statements of operations, comprehensive income, cash flows, and stockholders' equity for the year then ended, and the related notes (not presented herein); and in our report dated February 10, 2026, we expressed an unqualified audit opinion on those Consolidated Financial Statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2025, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

These financial statements are the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission (SEC) and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial statements 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 PCAOB, 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.

/s/ Ernst & Young LLP

Atlanta, Georgia
April 8, 2026

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

(in millions, except share data)	March 31, 2026	December 31, 2025
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 5,053	$ 4,310
Accounts receivable, net of allowance for uncollectible accounts of $13 and $13	4,090	2,850
Fuel, expendable parts and supplies inventories, net of allowance for obsolescence of $132 and $124	1,767	1,601
Prepaid expenses and other	2,753	2,207
Total current assets	13,663	10,968
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation and amortization of $25,439 and $24,719	40,582	39,743
Operating lease right-of-use assets	6,300	6,244
Goodwill	9,753	9,753
Identifiable intangibles, net of accumulated amortization of $930 and $928	5,964	5,966
Equity investments	3,696	4,222
Other noncurrent assets	4,473	4,421
Total noncurrent assets	70,768	70,349
Total assets	$ 84,431	$ 81,317
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current maturities of debt and finance leases	$ 3,088	$ 1,605
Current maturities of operating leases	837	809
Air traffic liability	10,742	7,157
Accounts payable	5,969	5,226
Accrued salaries and related benefits	3,634	4,906
Loyalty program deferred revenue	5,010	4,876
Fuel card obligation	1,100	1,100
Other accrued liabilities	2,319	1,945
Total current liabilities	32,699	27,624
Noncurrent Liabilities:		
Debt and finance leases	11,076	12,507
Noncurrent operating leases	5,298	5,353
Pension, postretirement and related benefits	3,115	3,156
Loyalty program deferred revenue	4,448	4,386
Deferred income taxes, net	3,496	3,444
Other noncurrent liabilities	3,923	3,994
Total noncurrent liabilities	31,356	32,840
Commitments and Contingencies		
Stockholders' Equity:		
Common stock at $0.0001 par value; 1,500,000,000 shares authorized, 665,722,376 and 659,669,346 shares issued	—	—
Additional paid-in capital	11,944	11,883
Retained earnings	12,931	13,343
Accumulated other comprehensive loss	(4,106)	(4,135)
Treasury stock, at cost, 8,728,264 and 6,498,109 shares	(393)	(238)
Total stockholders' equity	20,376	20,853
Total liabilities and stockholders' equity	$ 84,431	$ 81,317

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

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

(in millions, except per share data)	**Three Months Ended March 31, 2026**	**2025**
Operating Revenue:		
Passenger	$ 12,302	$ 11,480
Cargo	226	208
Other	3,326	2,352
Total operating revenue	15,854	14,040
Operating Expense:		
Salaries and related costs	4,541	4,083
Aircraft fuel and related taxes	2,742	2,410
Refinery expense	1,654	1,062
Contracted services	1,190	1,121
Landing fees and other rents	913	851
Aircraft maintenance materials and outside repairs	709	646
Regional carrier expense	649	613
Depreciation and amortization	635	607
Passenger commissions and other selling expenses	590	552
Passenger service	428	430
MRO expense	328	140
Profit sharing	165	124
Aircraft rent	143	137
Other	666	695
Total operating expense	15,353	13,471
Operating Income	501	569
Non-Operating Expense:		
Interest expense, net	(151)	(179)
Gain/(loss) on investments, net	(550)	(40)
Loss on extinguishment of debt	(4)	—
Miscellaneous, net	(10)	(30)
Total non-operating expense, net	(715)	(249)
(Loss)/Income Before Income Taxes	(214)	320
Income Tax Provision	(75)	(80)
Net (Loss)/Income	$ (289)	$ 240
Basic (Loss)/Earnings Per Share	$ (0.44)	$ 0.37
Diluted (Loss)/Earnings Per Share	$ (0.44)	$ 0.37
Comprehensive (Loss)/Income	$ (260)	$ 281

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)	**Three Months Ended March 31, 2026**	**2025**
Net Cash Provided by Operating Activities	$ 2,432	$ 2,378
Cash Flows from Investing Activities:		
Property and equipment additions:		
Flight equipment, including advance payments	(1,000)	(987)
Ground property and equipment, including technology	(200)	(237)
Acquisition of strategic investments and related	(54)	—
Other, net	(9)	—
Net cash used in investing activities	(1,263)	(1,224)
Cash Flows from Financing Activities:		
Proceeds from short-term obligations	1,250	—
Payments on debt and finance lease obligations	(1,564)	(531)
Cash dividends	(129)	(99)
Other, net	8	(4)
Net cash used in financing activities	(435)	(634)
Net Increase in Cash, Cash Equivalents and Restricted Cash Equivalents	734	520
Cash, cash equivalents and restricted cash equivalents at beginning of period	4,501	3,421
Cash, cash equivalents and restricted cash equivalents at end of period	$ 5,235	$ 3,941
Non-Cash Transactions:		
Operating leases converted to finance leases	$ 359	$ 149
Right-of-use assets acquired or modified under operating leases	179	75
Flight and ground equipment acquired or modified under finance leases	1	—

The following table provides a reconciliation of cash, cash equivalents and restricted cash equivalents reported within the Consolidated Balance Sheets to the total of the same such amounts shown above:

(in millions)	**March 31, 2026**	**2025**
Current assets:		
Cash and cash equivalents	$ 5,053	$ 3,711
Restricted cash included in prepaid expenses and other	144	89
Noncurrent assets:		
Restricted cash included in other noncurrent assets	38	141
Total cash, cash equivalents and restricted cash equivalents	$ 5,235	$ 3,941

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

DELTA AIR LINES, INC.
Consolidated Statements of Stockholders' Equity
(Unaudited)

(in millions, except per share data)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock Shares	Treasury Stock Amount	Total
Balance at December 31, 2025	660	$ —	$ 11,883	$ 13,343	$ (4,135)	6	$ (238)	$ 20,853
Net loss	—	—	—	(289)	—	—	—	(289)
Dividends declared ($0.1875 per share)	—	—	—	(123)	—	—	—	(123)
Other comprehensive income	—	—	—	—	29	—	—	29
Common stock issued for employee equity awards[1]	5	—	37	—	—	2	(155)	(118)
Stock options exercised	1	—	24	—	—	—	—	24
Warrants exercised	1	—	—	—	—	—	—	—
Balance at March 31, 2026	666	$ —	$ 11,944	$ 12,931	$ (4,106)	9	$ (393)	$ 20,376

(1) Treasury shares were withheld for payment of taxes, at a weighted average price per share of $69.41 in the March 2026 quarter. Share counts in the table above may not calculate exactly due to rounding.

(in millions, except per share data)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock Shares	Treasury Stock Amount	Total
Balance at December 31, 2024	655	$ —	$ 11,740	$ 8,783	$ (4,979)	8	$ (251)	$ 15,293
Net income	—	—	—	240	—	—	—	240
Dividends declared ($0.15 per share)	—	—	—	(98)	—	—	—	(98)
Other comprehensive income	—	—	—	—	41	—	—	41
Common stock issued for employee equity awards[1]	—	—	(51)	—	—	(1)	13	(38)
Stock options exercised	—	—	9	—	—	—	—	9
Warrants exercised	5	—	—	—	—	—	—	—
Balance at March 31, 2025	660	$ —	$ 11,698	$ 8,925	$ (4,938)	7	$ (238)	$ 15,447

(1) Treasury shares were withheld for payment of taxes, at a weighted average price per share of $67.95 in the March 2025 quarter. Share counts in the table above may not calculate exactly due to rounding.

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 consolidated 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, 2025.

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

Due to seasonal variations in the demand for air travel, the volatility of aircraft fuel prices and other factors, operating results for the three months ended March 31, 2026 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.

NOTE 2. REVENUE RECOGNITION

Passenger Revenue

	Three Months Ended March 31,	
(in millions)	**2026**	**2025**
Ticket	$ 10,767	$ 10,068
Loyalty travel awards	1,029	940
Travel-related services	506	472
Passenger revenue	$ 12,302	$ 11,480

Ticket

We recognized approximately $4.3 billion and $4.1 billion in passenger revenue during the three months ended March 31, 2026 and 2025, respectively, that had been recorded in our air traffic liability balance at the beginning of those periods.

Loyalty Travel Awards

Loyalty travel awards revenue is related to the redemption of mileage credits ("miles") for air travel. Our SkyMiles loyalty program allows customers to earn miles by flying on Delta, Delta Connection and other airlines that participate in the loyalty program. Customers can also earn miles through participating companies, such as credit card, retail, ridesharing, car rental and hotel companies, who purchase miles from us. Our most significant contract to sell miles relates to our co-brand credit card relationship with American Express. During the three months ended March 31, 2026 and 2025, total cash sales from marketing agreements related to our loyalty program were $2.1 billion and $1.9 billion, respectively, which are allocated to travel and other performance obligations.

Current Activity of the Loyalty Program. Miles are combined in one homogeneous pool and are not separately identifiable. Therefore, revenue is comprised of miles that were part of the loyalty program deferred revenue balance at the beginning of the period as well as miles that were issued during the period. The timing of mile redemptions can vary widely; however, the majority of miles have historically been redeemed within two years of being earned.

The table below presents the activity of the current and noncurrent loyalty program deferred revenue and includes miles earned through travel and miles sold to participating companies, which are primarily through marketing agreements.

Loyalty program activity

(in millions)	2026	2025
Balance at January 1	$ 9,262	$ 8,826
Miles earned	1,282	1,152
Miles redeemed for air travel	(1,029)	(940)
Miles redeemed for non-air travel and other	(57)	(60)
Balance at March 31	$ 9,458	$ 8,978

Travel-Related Services

Travel-related services are primarily composed of services performed in conjunction with a passenger's flight and include baggage fees, administrative fees and on-board sales. We recognize revenue for these services when the related transportation service is provided.

Other Revenue

	Three Months Ended March 31,	
(in millions)	2026	2025
Refinery	$ 1,654	$ 1,062
Loyalty and related	1,221	1,082
MRO	380	151
Miscellaneous	71	57
Other revenue	$ 3,326	$ 2,352

Refinery. This represents refinery sales to third parties. See Note 9, "Segments," for more information on revenue recognition within our refinery segment.

Loyalty and Related. This primarily relates to revenues from brand usage by third parties embedded in miles sold, which is included within the total cash sales from marketing agreements, discussed above. Loyalty and related also includes the redemption of miles for non-travel awards, our vacation package operations, lounge access (including access provided to certain American Express cardholders) and travel products (e.g., car rentals or hotels booked with our commercial partners).

MRO. This represents revenue from our Delta TechOps third-party maintenance, repair and overhaul ("MRO") business.

Miscellaneous. This is primarily composed of revenues related to codeshare agreements and international joint venture partnership contractual settlements.

Revenue by Geographic Region

Operating revenue for the airline segment is recognized in a specific geographic region based on the origin, flight path and destination of each flight segment. A portion of the refinery segment's revenues consists of fuel sales to the airline, which is eliminated in the Condensed Consolidated Financial Statements. The remaining operating revenue for the refinery segment is included in the domestic region. Our passenger and operating revenue by geographic region is summarized in the following tables:

Passenger revenue by geographic region

	Three Months Ended March 31,	
(in millions)	**2026**	**2025**
Domestic	$ 8,717	$ 8,101
Atlantic	1,517	1,372
Latin America	1,328	1,334
Pacific	740	673
Total	$ 12,302	$ 11,480

Operating revenue by geographic region

	Three Months Ended March 31,	
(in millions)	**2026**	**2025**
Domestic	$ 11,502	$ 10,055
Atlantic	1,867	1,646
Latin America	1,560	1,523
Pacific	925	816
Total	$ 15,854	$ 14,040

NOTE 3. FAIR VALUE MEASUREMENTS

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

(in millions)	**March 31, 2026**	**Level 1**	**Level 2**	**Level 3**
Cash equivalents	$ 3,468	$ 3,468	$ —	$ —
Restricted cash equivalents	181	181	—	—
Long-term investments and related	3,162	2,871	264	27
Fuel hedge contracts	(48)	—	(48)	—

(in millions)	**December 31, 2025**	**Level 1**	**Level 2**	**Level 3**
Cash equivalents	$ 2,868	$ 2,868	$ —	$ —
Restricted cash equivalents	191	191	—	—
Long-term investments and related	3,644	3,366	217	61
Fuel hedge contracts	1	—	1	—

Cash Equivalents and Restricted Cash Equivalents. Cash equivalents generally consist of money market funds. Restricted cash equivalents generally consist of money market funds, time deposits, commercial paper and negotiable certificates of deposit. Restricted cash equivalents primarily relate to certain self-insurance obligations, debt related reserves and airport commitments. Restricted cash equivalents are recorded in prepaid expenses and other and other noncurrent assets on our Consolidated Balance Sheet ("balance sheet"). The fair value of these cash equivalents is based on a market approach using prices generated by market transactions involving identical or comparable assets.

Long-Term Investments and Related. Our long-term investments measured at fair value primarily consist of equity investments, which are valued based on market prices or other observable transactions and inputs, and are recorded in equity investments on our balance sheet. Our equity investments in private companies are classified as Level 3 in the fair value hierarchy as their equity is not traded on a public exchange and our valuations incorporate certain unobservable inputs, including non-public equity issuances. Fair value measurement using unobservable inputs is inherently uncertain, and a change in significant inputs could result in different fair values. See Note 4, "Investments," for further information on our equity investments.

Fuel Hedge Contracts. Our derivative contracts to hedge the financial risk from changing fuel prices are related to inventory at our wholly-owned subsidiary, Monroe Energy, LLC ("Monroe"). We recognized a loss of $468 million on our fuel hedge contracts in aircraft fuel and related taxes on our Condensed Consolidated Statements of Operations and Comprehensive (Loss)/Income ("income statement") for the three months ended March 31, 2026, compared to a loss of $20 million for the three months ended March 31, 2025. The loss recognized during the first three months of 2026 was composed of $49 million of mark-to-market losses and $419 million of settlement losses on contracts. Gains and losses on settled contracts are reflected within Monroe's operating results. See Note 9, "Segments," for further information on our refinery segment.

NOTE 4. INVESTMENTS

Equity investments ownership interest and carrying value

	Accounting Treatment	Ownership Interest		Carrying Value	
(in millions)		**March 31, 2026**	**December 31, 2025**	**March 31, 2026**	**December 31, 2025**
Air France-KLM	Fair Value	3 %	3 %	$ 73	$ 100
China Eastern	Fair Value	2 %	2 %	207	319
Grupo Aeroméxico	Equity Method	19 %	19 %	395	377
Hanjin KAL	Fair Value[(1)]	15 %	15 %	707	861
LATAM	Fair Value	11 %	11 %	1,494	1,644
Republic Airways	Fair Value	14 %	14 %	121	124
Unifi Aviation	Equity Method	20 %	20 %	48	51
WestJet	Fair Value	13 %	13 %	248	248
Wheels Up	Fair Value[(2)]	36 %	36 %	136	173
Other investments	Various			267	325
Equity investments				$ 3,696	$ 4,222

(1) At March 31, 2026, we held 14.8% of the outstanding shares (including common and preferred), and 14.9% of the common shares, of Hanjin KAL.
(2) Our voting rights with respect to Wheels Up are capped at 29.9%.

NOTE 5. DEBT

Summary of outstanding debt by category

(in millions)	Maturity Dates			Interest Rate(s) Per Annum at March 31, 2026			March 31, 2026	December 31, 2025
Unsecured Notes	2028	to	2030	3.75%	to	5.25%	$ 2,884	$ 2,884
Unsecured Payroll Support Program Loans(1)		2031			1.00%		891	1,848
Financing arrangements secured by SkyMiles assets:								
SkyMiles Notes(2)	2026	to	2028		4.75%		3,137	3,422
SkyMiles Term Loan(2)(3)	2026	to	2028		5.17%		587	588
NYTDC Special Facilities Revenue Bonds(2)	2026	to	2045	4.00%	to	6.00%	3,448	3,522
2026 Term Loan(2)		2026			4.80%		1,250	—
Financing arrangements secured by aircraft:								
Certificates(2)	2026	to	2028	2.00%	to	8.00%	886	894
Notes(2)(3)	2026	to	2033	5.92%	to	5.94%	75	78
Other financings		2030			5.00%		66	66
Corporate Revolving Credit Facility(3)	2026	to	2028		Undrawn		—	—
Other revolving credit facilities(3)		2026			Undrawn		—	—
Total secured and unsecured debt							$ 13,224	$ 13,302
Unamortized (discount)/premium and debt issue cost, net and other							11	6
Total debt							$ 13,235	$ 13,308
Less: current maturities							(2,627)	(1,372)
Total long-term debt							$ 10,608	$ 11,936

(1) Interest rates on the Payroll Support Program ("PSP") Loans are 1.00% for the first five years and the applicable SOFR plus 2.00% in the final five years. The applicable interest rate will begin to adjust for the outstanding loan in April 2026.
(2) Due in installments during the years shown above.
(3) Certain financings are comprised of variable rate debt. All variable rates are equal to SOFR (generally subject to a floor) or another index rate, plus a specified margin.

2026 Term Loan

In January 2026, we entered into a $1.25 billion term loan issued by a group of lenders due December 2026. The proceeds of the term loan were used to repay $957 million of Payroll Support Program loans due 2031 (included in Unsecured Payroll Support Program Loans in the table above) and for general corporate purposes.

Availability Under Revolving Credit Facilities

As of March 31, 2026, we had approximately $3.1 billion undrawn and available under our revolving credit facilities.

Fair Value of Debt

Market risk associated with our fixed- and variable-rate 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. Debt is primarily classified as Level 1 or 2 within the fair value hierarchy.

Fair value of outstanding debt

(in millions)	March 31, 2026	December 31, 2025
Net carrying amount	$ 13,235	$ 13,308
Fair value	$ 13,200	$ 13,400

Covenants

Our debt agreements contain various affirmative, negative and financial covenants. We were in compliance with the covenants in our debt agreements at March 31, 2026.

NOTE 6. EMPLOYEE BENEFIT PLANS

We sponsor defined benefit and defined contribution pension plans, healthcare plans and disability and survivorship plans for eligible employees and retirees and their eligible family members.

Employee benefit plans net periodic (benefit)/cost

	Pension Benefits[1]		Other Postretirement and Postemployment Benefits	
(in millions)	**2026**	**2025**	**2026**	**2025**
Three Months Ended March 31,				
Service cost	$ 6	$ 4	$ 36	$ 33
Interest cost	202	208	43	45
Expected return on plan assets	(289)	(267)	(1)	—
Amortization of prior service credit	—	—	(1)	(1)
Recognized net actuarial loss	35	50	8	5
Net periodic (benefit)/cost	$ (46)	$ (5)	$ 85	$ 82

(1) Service cost relates to the market based cash balance plan. There is no service cost associated with traditional frozen defined benefit plans.

Service cost is recorded in salaries and related costs in our income statement, while all other components are recorded within miscellaneous, net under non-operating expense.

We also sponsor defined benefit pension plans for eligible employees in certain foreign countries which have immaterial obligations. These plans are not included in the net periodic cost table above.

NOTE 7. COMMITMENTS AND CONTINGENCIES

Aircraft Purchase Commitments

Our future aircraft purchase commitments totaled approximately $28.5 billion at March 31, 2026.

Aircraft purchase commitments[1]

(in millions)	Total
Nine months ending December 31, 2026	$ 3,130
2027	6,150
2028	4,430
2029	4,440
2030	2,190
Thereafter	8,140
Total	$ 28,480

(1) The timing of these commitments is based on our contractual agreements with the aircraft manufacturers and remains uncertain due to supply chain, manufacturing and regulatory constraints.

Our future aircraft purchase commitments included the following aircraft at March 31, 2026:

Aircraft purchase commitments by fleet type

Aircraft Type	Purchase Commitments
A220-300	62
A321-200neo	96
A330-900neo	16
A350-900	19
A350-1000	20
B-737-10	100
B-787-10	30
Total	343

Aircraft Orders

In January 2026, we entered into a definitive agreement with The Boeing Company to acquire 30 Boeing 787-10 aircraft, with an option to purchase up to an additional 30 of the same aircraft. Deliveries of the B-787-10 aircraft are scheduled to begin in 2031.

In January 2026, we entered into a definitive agreement with Airbus S.A.S. to purchase 16 Airbus A330-900 aircraft and 15 Airbus A350-900 aircraft, with an option to purchase up to an additional 20 widebody aircraft. Deliveries of the aircraft are scheduled to begin in 2029.

In February 2026, we exercised options for 34 Airbus A321neo aircraft. Deliveries from this order are scheduled to begin in 2029. In addition to this order, we maintain options to purchase 36 Airbus A321neo aircraft.

Legal Contingencies

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

NOTE 8. ACCUMULATED OTHER COMPREHENSIVE LOSS

Components of accumulated other comprehensive loss

(in millions)	Pension and Other Benefit Liabilities	Other	Tax Effect	Total
Balance at January 1, 2026	$ (4,459)	$ 42	$ 282	$ (4,135)
Changes in value	—	(3)	—	(3)
Reclassifications into earnings[(1)]	42	—	(10)	32
Balance at March 31, 2026	$ (4,417)	$ 39	$ 272	$ (4,106)
Balance at January 1, 2025	$ (5,557)	$ 42	$ 536	$ (4,979)
Changes in value	—	1	—	1
Reclassifications into earnings[(1)]	52	—	(12)	40
Balance at March 31, 2025	$ (5,505)	$ 43	$ 524	$ (4,938)

(1) Amounts reclassified from accumulated other comprehensive loss for pension and other benefit liabilities are recorded in miscellaneous, net in non-operating expense in our income statement.

NOTE 9. SEGMENTS

Refinery Operations

The refinery operated by Monroe primarily produces gasoline, diesel and jet fuel and operates for the benefit of the airline segment by providing jet fuel to the airline. Monroe sells or exchanges its non-jet fuel production to third parties, which enables us to procure additional jet fuel for consumption in our airline operations.

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.

Financial information by segment

(in millions)	Airline	Refinery	Intersegment Sales/Other	Consolidated
Three Months Ended March 31, 2026				
Operating revenue	$ 14,200	$ 2,038	$ (384) [1]	$ 15,854
Airline salaries and related costs	4,541			
Aircraft fuel and related costs	2,742			
Refinery cost of goods sold[2]		1,923		
Depreciation and amortization	635	28		
Other segment items[3]	5,742	126		
Operating income/(loss)[4]	540	(39)		501
Interest expense/(income), net	151	(1)	1	151
Other non-operating expense	564			564
Loss before income taxes	(175)	(38)	(1)	(214)
Total assets, end of period	81,617	2,859	(45)	84,431
Capital expenditures	1,183	17		1,200
Three Months Ended March 31, 2025				
Operating revenue	$ 12,978	$ 1,698	$ (636) [1]	$ 14,040
Airline salaries and related costs	4,083			
Aircraft fuel and related costs	2,410			
Refinery cost of goods sold[2]		1,562		
Depreciation and amortization	607	28		
Other segment items[3]	5,308	109		
Operating income/(loss)[4]	570	(1)		569
Interest expense, net	179	1	(1)	179
Other non-operating expense	70			70
Income/(loss) before income taxes	321	(2)	1	320
Total assets, end of period	75,043	2,359	(60)	77,342
Capital expenditures	1,187	37		1,224

(1) Represents sales to the airline segment and products delivered under our exchange agreements as discussed above. During the three months ended March 31, 2026 and 2025, sales to the airline segment were $384 million and $260 million, respectively. Sales to the airline segment represent transfers, valued on a market price basis, from the refinery to the airline segment for use in airline operations. We determine market price for jet fuel from the refinery by reference to the market index for the primary delivery location, which is New York Harbor.

(2) Refinery cost of goods sold are included within aircraft fuel and related taxes and refinery expense in our income statement.

(3) The nature of other segment items for the airline segment are shown on our income statement, and for the refinery segment include salaries and related costs, maintenance, utilities and other expenses.

(4) Refinery segment operating results are included within aircraft fuel and related taxes in our income statement.

NOTE 10. (LOSS)/EARNINGS PER SHARE

We calculate basic (loss)/earnings per share and diluted (loss) per share by dividing net (loss)/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 instruments, including stock options, restricted stock awards and warrants. Antidilutive common stock equivalents excluded from the diluted earnings per share calculation are not material.

During the March 2026 quarter, the remaining 1.9 million warrants related to the Payroll Support Program were exercised and settled in a net share settlement. No warrants are outstanding as of March 31, 2026.

The following table shows the computation of basic and diluted (loss)/earnings per share:

Basic and diluted (loss)/earnings per share

	Three Months Ended March 31,	
(in millions, except per share data)	**2026**	**2025**
Net (loss)/income	$ (289)	$ 240
Basic weighted average shares outstanding	652	644
Dilutive effect of share-based instruments	—	8
Diluted weighted average shares outstanding	652	652
Basic (loss)/earnings per share	$ (0.44)	$ 0.37
Diluted (loss)/earnings per share	$ (0.44)	$ 0.37

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our Condensed Consolidated Financial Statements and the related notes and other financial information included elsewhere in this Quarterly Report on Form 10-Q and our audited Consolidated Financial Statements and related notes included in our 2025 Form 10-K.

March 2026 Quarter Financial Highlights

Our operating income for the March 2026 quarter was $501 million, a decrease of $68 million compared to the March 2025 quarter.

Revenue. Compared to the March 2025 quarter, our total revenue increased $1.8 billion. Passenger revenue increased $822 million compared to the March 2025 quarter on an increase in revenue for premium products, particularly from corporate customers, and higher loyalty revenue. In addition, the increase in total revenue was driven by higher refinery sales to third parties and growth in our MRO business. Total revenue, adjusted (a non-GAAP financial measure, which excludes revenue related to refinery sales to third parties) increased in the March 2026 quarter by $1.2 billion, or 9.4%, compared to the March 2025 quarter.

Operating Expense. Total operating expense in the March 2026 quarter increased $1.9 billion, or 14%, compared to the March 2025 quarter, primarily due to higher expenses related to refinery sales to third parties, salaries and related costs and aircraft fuel costs. Total operating expense, adjusted (a non-GAAP financial measure, which primarily excludes expenses related to refinery sales to third parties) in the March 2026 quarter increased $1.2 billion, or 9%, compared to the March 2025 quarter.

Our total operating cost per available seat mile ("CASM") increased 13% compared to the March 2025 quarter, while non-fuel unit cost ("CASM-Ex", a non-GAAP financial measure) increased 6%.

Non-Operating Results. Total non-operating expense was $715 million in the March 2026 quarter, compared to $249 million in the March 2025 quarter, primarily due to larger mark-to-market losses on certain of our equity investments in the March 2026 quarter compared to the March 2025 quarter.

Cash Flow. Our cash, cash equivalents, short-term investments and aggregate undrawn principal amount available under our revolving credit facilities ("liquidity") as of March 31, 2026 was $8.1 billion.

During the March 2026 quarter, operating activities generated $2.4 billion, primarily from ticket sales and the sale of SkyMiles to our partners. Remuneration from American Express was $2.2 billion in the March 2026 quarter.

Cash flows used in investing activities during the quarter totaled $1.3 billion primarily from capital expenditures. These operating and investing activities yielded free cash flow (a non-GAAP financial measure) of $1.2 billion in the March 2026 quarter. Additionally, we had cash outflows of $1.6 billion related to repayments of our debt and finance leases and proceeds from debt issuance of $1.3 billion.

The non-GAAP financial measures referenced above for total revenue, adjusted, operating expense, adjusted, CASM-Ex and free cash flow are defined and reconciled in "Supplemental Information" below.

Results of Operations - Three Months Ended March 31, 2026 and 2025

Total Operating Revenue

(in millions)[1]	Three Months Ended March 31, 2026	2025	Increase (Decrease)	% Increase (Decrease)
Ticket - Main cabin	$ 5,404	$ 5,361	$ 43	1 %
Ticket - Premium products	5,363	4,707	656	14 %
Loyalty travel awards	1,029	940	89	9 %
Travel-related services	506	472	34	7 %
Total passenger revenue	$ 12,302	$ 11,480	$ 822	7 %
Cargo	226	208	18	9 %
Other	3,326	2,352	974	41 %
Total operating revenue	$ 15,854	$ 14,040	$ 1,814	13 %
TRASM (cents)	22.92 ¢	20.53 ¢	2.39 ¢	12 %
Third-party refinery sales	(2.39)	(1.55)	(0.84)	54 %
TRASM, adjusted[2]	20.53 ¢	18.97 ¢	1.56 ¢	8 %

(1) Total amounts in the table above may not calculate exactly due to rounding.
(2) Total revenue per available seat mile ("TRASM"), adjusted is a non-GAAP financial measure. For additional information on adjustments to TRASM, see "Supplemental Information" below.

Compared to the March 2025 quarter, total revenue increased $1.8 billion, due to an increase from premium products, particularly from corporate customers, loyalty travel awards, refinery sales to third parties and growth in our MRO business.

Passenger Revenue by Geographic Region

		Increase (Decrease) vs. Three Months Ended March 31, 2025					
(in millions)	Three Months Ended March 31, 2026	Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	Load Factor
Domestic	$ 8,717	8 %	2 %	1 %	6 %	6 %	— pts
Atlantic	1,517	11 %	4 %	3 %	6 %	7 %	1 pt
Latin America	1,328	— %	(4)%	(3)%	4 %	3 %	(1) pt
Pacific	740	10 %	5 %	3 %	4 %	6 %	1 pt
Total	$ 12,302	7 %	1 %	1 %	6 %	6 %	— pts

Domestic

Domestic passenger revenue increased 8% in the March 2026 quarter compared to the March 2025 quarter on a 1% increase in capacity. Domestic revenue increased due to strong demand for our premium products, particularly from corporate customers.

International

International passenger revenue for the March 2026 quarter increased 5% compared to the March 2025 quarter. The increase in the Atlantic region is primarily driven by demand for premium products. Revenue in the Latin America region remained consistent with the prior period due to demand strength to the Caribbean and South America, which was offset by lower Mexican leisure demand due to civil unrest in several of our destinations. Pacific region revenue growth reflects continued growth in South Korea alongside our joint venture partner Korean Air and strong results on increased China capacity.

Other Revenue

	Three Months Ended March 31,			
(in millions)	**2026**	**2025**	**Increase (Decrease)**	**% Increase (Decrease)**
Refinery	$ 1,654	$ 1,062	$ 592	56 %
Loyalty and related	1,221	1,082	139	13 %
MRO	380	151	229	152 %
Miscellaneous	71	57	14	25 %
Other revenue	$ 3,326	$ 2,352	$ 974	41 %

Refinery. Refinery sales to third parties increased $592 million compared to the March 2025 quarter. See "Refinery Segment" below for additional details on the refinery's operations, including third party refinery sales.

Loyalty and Related. This primarily relates to revenues from brand usage by third parties embedded in miles sold. Loyalty and related also includes the redemption of miles for non-travel awards, our vacation package operations, lounge access (including access provided to certain American Express cardholders) and travel products (e.g., car rentals or hotels booked with our commercial partners). Most of the increase compared to the prior period is driven by higher customer spend on American Express cards.

MRO. This represents revenue from our Delta TechOps third-party maintenance, repair and overhaul ("MRO") business. The increase compared to the prior period resulted from larger engine work scopes and from timing in the current period. We expect continued growth throughout 2026, but at a more normalized rate than we experienced in the March 2026 quarter.

Miscellaneous. This is primarily composed of revenues related to codeshare agreements and international joint venture partnership contractual settlements.

Operating Expense

	Three Months Ended March 31,			
(in millions)	**2026**	**2025**	**Increase (Decrease)**	**% Increase (Decrease)**
Salaries and related costs	$ 4,541	$ 4,083	$ 458	11 %
Aircraft fuel and related taxes	2,742	2,410	332	14 %
Refinery expense	1,654	1,062	592	56 %
Contracted services	1,190	1,121	69	6 %
Landing fees and other rents	913	851	62	7 %
Aircraft maintenance materials and outside repairs	709	646	63	10 %
Regional carrier expense	649	613	36	6 %
Depreciation and amortization	635	607	28	5 %
Passenger commissions and other selling expenses	590	552	38	7 %
Passenger service	428	430	(2)	— %
MRO expense	328	140	188	134 %
Profit sharing	165	124	41	33 %
Aircraft rent	143	137	6	4 %
Other	666	695	(29)	(4)%
Total operating expense	$ 15,353	$ 13,471	$ 1,882	14 %

Salaries and Related Costs. The increase in salaries and related costs primarily resulted from the implementation of base pay increases for eligible employees of 4% effective June 1, 2025 and 4% for Delta pilots on January 1, 2026, as well as higher flight crew costs driven by severe weather-related operational disruptions.

Aircraft Fuel and Related Taxes. Aircraft fuel and related taxes increased $332 million compared to the March 2025 quarter primarily due to a 10% increase in our jet fuel purchase price, mainly due to increases during the month of March, and an increase in consumption consistent with the 1% increase in capacity. We expect that fuel consumption for the remainder of 2026 will remain aligned with capacity changes compared to 2025. We expect this elevated jet fuel cost to continue until recent market disruptions and geopolitical events are resolved.

Refinery Expense. This includes expenses associated with refinery sales to third parties. See "Refinery Segment" below for additional details on the refinery's operations.

MRO Expense. This represents expenses from our Delta TechOps third-party MRO business. The increase compared to the prior period resulted from larger engine work scopes and from timing in the current period. We expect continued growth throughout 2026, but at a more normalized rate than we experienced in the March 2026 quarter.

Non-Operating Results

	Three Months Ended March 31,		Favorable
(in millions)	**2026**	**2025**	**(Unfavorable)**
Interest expense, net	$ (151)	$ (179)	$ 28
Gain/(loss) on investments, net	(550)	(40)	(510)
Loss on extinguishment of debt	(4)	—	(4)
Miscellaneous, net	(10)	(30)	20
Total non-operating expense, net	$ (715)	$ (249)	$ (466)

Interest expense, net. Interest expense, net includes interest expense and interest income. This decreased compared to the prior year primarily due to reduced interest expense resulting from our debt reduction initiatives. During 2025, we reduced our debt and finance lease obligations by approximately $2.0 billion. We have continued to pay down our debt during the March 2026 quarter with $1.6 billion of payments on debt and finance lease obligations, of which $1.2 billion was early repayments enabled by refinancings with lower interest rates.

Loss on investments, net. Changes in the valuation of investments accounted for at fair value are recorded in gain/(loss) on investments, net and are driven by changes in stock prices, foreign currency fluctuations and other valuation techniques for investments in certain companies, particularly those without publicly-traded shares. See Note 4 of the Notes to the Condensed Consolidated Financial Statements for additional information on our equity investments measured at fair value on a recurring basis.

Loss on extinguishment of debt. Loss on extinguishment of debt reflects the losses incurred in the early repayment of certain loans and notes.

Miscellaneous, net. Miscellaneous, net primarily includes employee benefit plans net periodic benefit/(cost), charitable contributions, our share of our equity method investments' results, dividends received from our equity investees and foreign exchange gains/(losses).

Income Taxes

In certain periods, we may have adjustments to our net deferred tax liabilities as a result of changes in prior year estimates, the valuation allowance on mark-to-market adjustments on our equity investments, and tax laws enacted during the period, which will impact the effective tax rate for that period. Excluding mark-to-market adjustments on equity investments recognized in the March 2026 quarter, we project our annual effective tax rate for 2026 will be 23% to 25%.

Refinery Segment

The refinery operated by Monroe primarily produces gasoline, diesel and jet fuel and operates for the benefit of the airline segment by providing jet fuel to the airline. Monroe sells or exchanges its non-jet fuel production to third parties, which enables us to procure additional jet fuel for consumption in our airline operations. The refinery typically produces approximately 200,000 barrels of refined products per day, which represents approximately 75% of our daily consumption, and it regularly optimizes the mix of its sales and exchange activities based on market conditions. Certain contracts to exchange non-jet fuel products ended during the second half of 2025, which contributed to the increase in third party refinery sales compared to the March 2025 quarter. Third party refinery sales also increased due to higher market prices for refined products.

The refinery generated an operating loss of $39 million in the March 2026 quarter compared to a loss of $1 million in the March 2025 quarter. The loss in the March 2026 quarter primarily results from the recognition of settlement losses on fuel hedge contracts related to inventory that is expected to be sold in the future, which was partially offset by higher industry refining margins.

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

Refinery segment financial information

	Three Months Ended March 31,		
(in millions)	**2026**	**2025**	**Increase (Decrease)**
Third party refinery sales	$ 1,654	$ 1,062	$ 592
Sales to airline segment and other	384	636	(252)
Operating revenue	$ 2,038	$ 1,698	$ 340
Operating loss	$ (39)	$ (1)	$ (38)

Operating Statistics

Consolidated[1]	Three Months Ended March 31, 2026	2025	% Increase (Decrease)
Revenue passenger miles (in millions) ("RPM")	56,470	55,678	1 %
Available seat miles (in millions) ("ASM")	69,163	68,401	1 %
Passenger mile yield	21.78 ¢	20.62 ¢	6 %
Passenger revenue per available seat mile ("PRASM")	17.79 ¢	16.78 ¢	6 %
Total revenue per available seat mile ("TRASM")	22.92 ¢	20.53 ¢	12 %
TRASM, adjusted[2]	20.53 ¢	18.97 ¢	8.2 %
Cost per available seat mile ("CASM")	22.20 ¢	19.69 ¢	13 %
CASM-Ex[2]	15.13 ¢	14.23 ¢	6 %
Passenger load factor	81.6 %	81.4 %	— pts
Fuel gallons consumed (in millions)	988	976	1 %
Average price per fuel gallon[3]	$ 2.78	$ 2.47	12 %
Average price per fuel gallon, adjusted[2][3]	$ 2.62	$ 2.45	7 %

(1) Includes the operations of our regional carriers under capacity purchase agreements.
(2) Non-GAAP financial measures defined and reconciled to TRASM, CASM and average fuel price per gallon, respectively, in "Supplemental Information" below.
(3) Includes the impact of fuel hedge activity and refinery segment results.

Fleet Information

Our operating aircraft fleet, purchase commitments and options at March 31, 2026 are summarized in the following table.

Mainline aircraft information by fleet type

	Current Fleet[1]					Commitments	
Fleet Type	**Owned**	**Finance Lease**	**Operating Lease**	**Total**	**Average Age (Years)**	**Purchase**	**Options**
A220-100	45	—	—	45	6.3		
A220-300	38	—	—	38	2.8	62	
A319-100	57	—	—	57	24.1		
A320-200	46	—	—	46	29.3		
A321-200	77	8	42	127	7.3		
A321-200neo	93	—	—	93	2.1	96	36
A330-200	11	—	—	11	21.0		
A330-300	28	—	3	31	17.2		
A330-900neo	32	2	5	39	3.3	16	15
A350-900	31	—	9	40	5.5	19	5
A350-1000	—	—	—	—	—	20	10
B-717-200	80	—	—	80	24.5		
B-737-800	73	4	—	77	24.5		
B-737-900ER	122	11	30	163	10.2		
B-737-10	—	—	—	—	—	100	30
B-757-200	76	—	—	76	27.6		
B-757-300	16	—	—	16	23.1		
B-767-300ER	37	—	—	37	29.2		
B-767-400ER	21	—	—	21	25.2		
B-787-10	—	—	—	—	—	30	30
Total	883	25	89	997	15.0	343	126

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

The following table summarizes the aircraft operated by regional carriers on our behalf at March 31, 2026.

Regional aircraft information by fleet type and carrier

	Fleet Type[1]				
Carrier	**CRJ-700**	**CRJ-900**	**Embraer 170**	**Embraer 175**	**Total**
Endeavor Air, Inc.[2]	19	126	—	—	145
SkyWest Airlines, Inc.	2	34	—	87	123
Republic Airways Inc.	—	—	11	46	57
Total	21	160	11	133	325

(1) We own 202 and have operating leases for three of these regional aircraft. The remainder are owned or leased by SkyWest Airlines, Inc. or Republic Airways Inc.
(2) Endeavor Air, Inc. is a wholly owned subsidiary of Delta.

Financial Condition and Liquidity

As of March 31, 2026, we had $8.1 billion in cash, cash equivalents, short-term investments and aggregate undrawn principal amount available under our revolving credit facilities. We expect to meet our liquidity needs for the next twelve months with cash and cash equivalents and cash flows from operations. We expect to meet our long-term liquidity needs with cash flows from operations and financing arrangements.

Undrawn Lines of Credit. As of March 31, 2026, we had approximately $3.1 billion undrawn and available under our revolving credit facilities.

Sources and Uses of Liquidity

Operating Activities

We generated cash flows from operations of $2.4 billion in both the three months ended March 31, 2026 and 2025. We expect to continue generating positive cash flows from operations during the remainder of 2026.

Our operating cash flow is 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 typically increases during the winter and spring months as advance ticket sales grow prior to the summer peak travel season and decreases during the summer and fall months.

Sale of Miles to Participating Companies. Customers earn miles based on their spending with participating companies such as credit card, retail, ridesharing, car rental and hotel companies with which we have marketing agreements to sell miles. Payments are typically due to us monthly based on the volume of miles sold during the period. Our most significant contract to sell miles relates to our co-brand credit card relationship with American Express. Remuneration to American Express was $2.2 billion in the three months ended March 31, 2026, an increase of 10% compared to the prior year period. See Note 2 of the Notes to the Condensed Consolidated Financial Statements for further information regarding the cash sales from marketing agreements.

Fuel. Fuel expense represented approximately 18% of our total operating expense for both the three months ended March 31, 2026 and 2025. The market price for jet fuel is dynamic, which can impact the comparability of our periodic cash flows from operations. Fuel consumption was higher during the three months ended March 31, 2026 compared to the prior year period due to the increase in capacity. We expect that fuel consumption for the remainder of 2026 will remain aligned with capacity changes compared to 2025.

Profit Sharing. We paid $1.3 billion in profit sharing payments in February 2026 related to our 2025 pre-tax profit in recognition of our employees' contributions toward achieving the year's financial results.

Our broad-based employee profit sharing program provides that we will pay 10% of that profit to all eligible employees for the first $2.5 billion of annual profit, as defined by the terms of the program, and 20% of annual profit above $2.5 billion. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. During the three months ended March 31, 2026, we accrued $165 million in profit sharing expense based on the year-to-date performance and current expectations for 2026 profit.

Income Taxes. During 2025, we utilized substantially all of our remaining pre-2018 net operating loss carryforwards and, due to the limitations on post-2017 net operating losses, began making cash federal income tax payments. We expect income tax cash payments to increase in 2026 based on our projected financial results. As of December 31, 2025, we had approximately $2.4 billion of U.S. federal pre-tax net operating loss carryforwards which we expect to utilize during 2026. These net operating loss carryforwards were primarily generated in 2020 and do not expire.

Investing Activities

Capital Expenditures. Our capital expenditures were $1.2 billion for both the three months ended March 31, 2026 and 2025. We have committed to future aircraft purchases and have obtained, but are under no obligation to use, long-term financing commitments for a substantial portion of the purchase price of the aircraft. Our expected 2026 capital spend of approximately $5.5 billion will be primarily for aircraft, including deliveries and advance deposit payments, as well as fleet modifications and technology enhancements.

In January 2026, we entered into a definitive agreement with The Boeing Company to acquire 30 Boeing 787-10 aircraft, with an option to purchase up to an additional 30 of the same aircraft. Deliveries of the B-787-10 aircraft are scheduled to begin in 2031.

In January 2026, we entered into a definitive agreement with Airbus S.A.S. to purchase 16 Airbus A330-900 aircraft and 15 Airbus A350-900 aircraft, with an option to purchase up to an additional 20 widebody aircraft. Deliveries of the aircraft are scheduled to begin in 2029.

In February 2026, we exercised options for 34 Airbus A321neo aircraft. Deliveries from this order are scheduled to begin in 2029. In addition to this order, we maintain options to purchase 36 Airbus A321neo aircraft.

Financing Activities

Debt and Finance Leases. In the three months ended March 31, 2026, we had cash outflows of $1.6 billion related to repayments of our debt and finance lease obligations. We continue to seek opportunities to pre-pay our debt, in addition to periodic amortization and scheduled maturities, and refinance higher cost debt.

In January 2026, we entered into a $1.25 billion term loan issued by a group of lenders due December 2026. The proceeds of the term loan were used to repay $957 million of Payroll Support Program loans due 2031 and for general corporate purposes.

See Note 5 of the Notes to the Condensed Consolidated Financial Statements for further information on our debt agreements.

Capital Return to Shareholders. In the March 2026 quarter, the Board of Directors approved a quarterly dividend of $0.1875 per share which we paid on March 19, 2026 for total cash dividends of $129 million.

In the June 2025 quarter, the Board of Directors authorized a $1.0 billion opportunistic share repurchase program open through June 30, 2028. No shares have been repurchased under this program through March 31, 2026.

Covenants. We were in compliance with the covenants in our debt agreements at March 31, 2026.

Critical Accounting Estimates

There have been no material changes in our Critical Accounting Estimates from the information provided in the "Critical Accounting Estimates" section of "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Form 10-K.

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.

Included below are reconciliations of non-GAAP measures used within this Form 10-Q to the most directly comparable GAAP financial measures. Reconciliations below may not calculate exactly due to rounding. These reconciliations include certain adjustments to GAAP measures to provide comparability between the reported periods, if applicable, and for the reasons indicated below:

- *Third-party refinery sales.* Refinery sales to third parties, and related expenses, are not related to our airline segment. Excluding these sales therefore provides a more meaningful comparison of our airline operations to the rest of the airline industry.

- *MTM adjustments and settlements on hedges.* Mark-to-market ("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, and therefore we remove this impact to allow investors to better understand and analyze our core performance. Settlements represent cash received or paid on hedge contracts closed (i.e., settled) during the applicable period. With respect to hedges related to Monroe's inventory, settlements often occur before the related refinery inventory is sold. Beginning with the quarter ended March 31, 2026, settlement gains and losses related to Monroe's inventory that remains on-hand at period end are excluded from our adjusted results. These settlement gains and losses will be reflected in adjusted results during the period the inventory is sold. This change was made to match the timing of expense and revenue recognition and we have similarly adjusted the presentation of reconciliations for prior periods included here.

- *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 allows investors to better understand and analyze our non-fuel costs and year-over-year financial performance.

- *MRO expense.* We adjust for MRO expenses because this adjustment allows investors to better understand and analyze our recurring cost performance and provides a more meaningful comparison of our core operating costs to the airline industry.

- *Profit sharing.* We adjust for profit sharing because this adjustment allows investors to better understand and analyze our recurring cost performance and provides a more meaningful comparison of our core operating costs to the airline industry.

Total revenue, adjusted reconciliation

	Three Months Ended March 31,	
(in millions)	**2026**	**2025**
Total revenue	$ 15,854	$ 14,040
Adjusted for:		
Third-party refinery sales	(1,654)	(1,062)
Total revenue, adjusted	$ 14,200	$ 12,978

Operating expense, adjusted reconciliation

(in millions)	Three Months Ended March 31, 2026	2025
Operating expense	$ 15,353	$ 13,471
Adjusted for:		
Third-party refinery sales	(1,654)	(1,062)
MTM adjustments and settlements on hedges	(151)	(15)
Operating expense, adjusted	$ 13,549	$ 12,394

Fuel expense, adjusted reconciliation

(in millions, except per gallon data)	Three Months Ended March 31, 2026	2025	Average Price Per Gallon Three Months Ended March 31, 2026	2025
Total fuel expense	$ 2,742	$ 2,410	$ 2.78	$ 2.47
Adjusted for:				
MTM adjustments and settlements on hedges	(151)	(15)	(0.15)	(0.02)
Total fuel expense, adjusted	$ 2,591	$ 2,395	$ 2.62	$ 2.45

TRASM, adjusted reconciliation

	Three Months Ended March 31, 2026	2025
TRASM (cents)	22.92 ¢	20.53 ¢
Adjusted for:		
Third-party refinery sales	(2.39)	(1.55)
TRASM, adjusted	20.53 ¢	18.97 ¢

CASM-Ex reconciliation

	Three Months Ended March 31, 2026	2025
CASM (cents)	22.20 ¢	19.69 ¢
Adjusted for:		
Aircraft fuel and related taxes	(3.96)	(3.52)
Third-party refinery sales	(2.39)	(1.55)
MRO expense	(0.47)	(0.20)
Profit sharing	(0.24)	(0.18)
CASM-Ex	15.13 ¢	14.23 ¢

Free Cash Flow

The following table shows a reconciliation of net cash provided by operating and used in investing activities (GAAP measures) to free cash flow (a non-GAAP financial measure). We present free cash flow because management believes this metric is helpful to investors to evaluate the company's ability to generate cash that is available for use for debt service or general corporate initiatives. Adjustments include:

- *Pension plan contributions.* Cash flows related to pension funding are included in our GAAP operating activities. We adjust to exclude these contributions to allow investors to understand the cash flows related to our core operations.

- *Net cash flows related to certain airport construction projects and other.* Cash flows related to certain airport construction projects are included in our GAAP operating activities and capital expenditures. We have adjusted for these items because management believes investors should be informed that a portion of these capital expenditures from airport construction projects are either reimbursed by a third party or funded with restricted cash specific to these projects.

- *Strategic investments and related.* Certain cash flows related to our investments in and related transactions with other airlines and associated companies are included in our GAAP investing activities. We adjust for this activity because it provides a more meaningful comparison to our airline industry peers.

Free cash flow reconciliation

(in millions)	**Three Months Ended March 31, 2026**	
Net cash provided by operating activities	$	2,432
Net cash used in investing activities		(1,263)
Adjusted for:		
Pension plan contributions		1
Net cash flows related to certain airport construction projects and other		4
Strategic investments and related		54
Free cash flow	$	1,227

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

ITEM 4. CONTROLS AND PROCEDURES

Our management, including our Chief Executive Officer and Chief Financial Officer, performed an evaluation of our disclosure controls and procedures, which have been designed to permit us to identify and disclose important information timely and effectively. Our management, including our Chief Executive Officer and Chief Financial Officer, concluded that the controls and procedures were effective as of March 31, 2026 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 March 31, 2026, 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. There have been no material changes from the legal proceedings described in our Form 10-K.

ITEM 1A. RISK FACTORS

“Item 1A. Risk Factors” of our Form 10-K includes a discussion of our known material risk factors, other than risks that could apply to any issuer or offering. There have been no material changes from the risk factors described in our Form 10-K.

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

The following table presents information with respect to purchases of common stock we made during the March 2026 quarter. The table reflects 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.

In the June 2025 quarter, the Board of Directors authorized a $1.0 billion opportunistic share repurchase program open through June 30, 2028. No shares have been repurchased under this program through March 31, 2026.

Shares purchased / withheld from employee awards during the March 2026 quarter

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans	Approximate Dollar Value (in millions) of Shares That May Yet be Purchased Under the Plan
January 2026	648,362	$ 65.97	648,362	$ 1,000
February 2026	1,573,416	$ 70.85	1,573,416	$ 1,000
March 2026	8,377	$ 65.73	8,377	$ 1,000
Total	2,230,155		2,230,155	

ITEM 6. EXHIBITS

(a) Exhibits

3.1 (a)	Delta's Amended and Restated Certificate of Incorporation (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on April 30, 2007).*
3.1 (b)	Amendment to Amended and Restated Certificate of Incorporation (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on June 27, 2014).*
3.2	Delta's Bylaws (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on December 9, 2022).*
4.1	Description of Registrant's Securities (Filed as Exhibit 4.1 to Delta's Annual Report on Form 10-K for the year ended December 31, 2020).*
10.1	Model Award Agreement for the Delta Air Lines, Inc. 2026 Long-Term Incentive Program.
10.2 (a)	Amendment No. 22 dated as of January 27, 2026, to the Airbus A330-900 Aircraft and A350-900 Aircraft Purchase Agreement, dated as of November 24, 2014, between Airbus S.A.S. and Delta Air Lines, Inc. ("Amendment No. 22").**
10.2 (b)	Letter Agreements, dated as of January 27, 2026, relating to Amendment No. 22**
10.3 (a)	Purchase Agreement Number PA-05602, dated January 12, 2026, between The Boeing Company and Delta Air Lines, Inc. relating to Boeing Model 787-10 Aircraft ("Purchase Agreement Number PA-05602").**
10.3 (b)	Letter Agreements, dated January 12, 2026, relating to Purchase Agreement Number PA-05602.**
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 March 31, 2026.
31.2	Certification by Delta's Chief Financial Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2026.
32	Certification pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code by Delta's Chief Executive Officer and Chief Financial Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2026.
101.INS	Inline XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, formatted in Inline XBRL (included in Exhibit 101)

* Incorporated by reference.

** Portions of this exhibit have been omitted as confidential information.

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/ Julia A. McConnell

Julia A. McConnell
Senior Vice President - Controller and Chief Accounting Officer
(Principal Accounting Officer)

April 8, 2026

DELTA AIR LINES, INC. 2026 LONG-TERM INCENTIVE PROGRAM AWARD AGREEMENT

Date of this Agreement:
Grant Date:

[Participant]

This Award Agreement (the "***Agreement***") describes the terms of your long-term incentive program award (the "***Award***") under the Delta Air Lines, Inc. Performance Compensation Plan (the "***Plan***") for 2026 (the "***2026 LTIP***"). Capitalized terms that are used but not otherwise defined in this Agreement have the meaning set forth in the Plan. For this Award to remain effective, you must accept the Award in accordance with Section 9 on or before the date that is 30 calendar days after the date of this Agreement (the "***Acceptance Date***"). If you do not accept the Award as required, the Award and this Agreement will become void and of no further effect as of 5:00 p.m. Eastern Time on the Acceptance Date.

1. Summary of Award. Your Award will include a Restricted Stock Award, a Performance Award and a performance-based Restricted Stock Units ("***PRSUs***") Award, as described below. Terms applicable to your Award are included in Appendix A to this Agreement.

(a) Restricted Stock. You are hereby awarded, on the Grant Date above (the "***Grant Date***"), [NUMBER] Shares of Restricted Stock.

(b) Performance Award. You are hereby awarded, on the Grant Date, a Performance Award with a target value of [AMOUNT].

(c) Performance Restricted Stock Units. You are hereby awarded, on the Grant Date, [NUMBER] PRSUs ("***Target PRSU Award***"*)*.

2. Restrictive Covenants. In exchange for the Award, you hereby agree as follows:

(a) Confidential or Proprietary Information

(i) You acknowledge that, during the term of your employment with Delta Air Lines, Inc. ("***Delta***" or the "***Company***"), you had access to and acquired and will continue to have access to and acquire knowledge of, non-public, secret, confidential and proprietary documents, materials and other information, in tangible and intangible form (including, without limitation, retained mental impressions), of and relating to Delta and its businesses and existing and prospective customers, vendors, partners, investors and associated third parties, and other persons and entities that have entrusted documents, materials or information to Delta in confidence (collectively "***Confidential or Proprietary Information***"). You hereby agree that you will hold in a fiduciary capacity for the benefit of Delta, and shall not directly or indirectly make use of, on your own behalf or on behalf of others, or disclose to any person, concern or entity, any Confidential or Proprietary Information, whether or not such Confidential or Proprietary Information was developed or compiled by you and whether or not you were previously authorized to access or use such Confidential or Proprietary Information. You understand and agree that Confidential or Proprietary Information developed or compiled by you in the course of your employment with Delta is subject to the terms and conditions of this Agreement as if Delta furnished the same Confidential or Proprietary Information to you in the first instance. You understand and acknowledge that your confidentiality obligations under this Agreement shall continue until five years after your Termination of Employment; *provided* that the confidentiality obligation for Confidential or Proprietary Information consisting of Trade Secrets (as defined in Section 2(b)) shall remain in effect for so long as governing law allows.

(ii) For purposes of this Agreement, Confidential or Proprietary Information includes, but is not limited to, any information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to any of the following, whether related to Delta or any existing or prospective customers, vendors, partners, investors or associated third parties of Delta, or of any other person or entity that has entrusted information to Delta in confidence: Trade Secrets; business processes, practices, policies, procedures and methods of operation; product and service development plans and strategies; business development plans and strategies; research development plans and strategies; plans, strategies and agreements related to the sale of assets; marketing and sale of repair and maintenance of aircraft for third parties; marketing, alliance, advertising and sales plans and strategies; techniques, ideas, know-how, concepts, technologies, processes, inventions, discoveries, developments, drawings, sketches, notes, unpublished patent applications, reports and original works of authorship; software, data, databases, algorithms, experimental processes and results; manuals, records, device specifications and configurations; existing or prospective agreements, contracts, negotiations and associated terms, plans and strategies; alliance agreements, plans and processes; pricing information and lists; customer lists, information, plans and strategies; supplier and vendor lists, information, plans and strategies; financial and accounting information, records and projections; financial and advertising plans and strategies; personnel data; compensation and incentive programs for employees; personally identifiable information regarding employees, contractors, applicants and others; and training plans and strategies. You understand and acknowledge that the above list is not exhaustive and that Confidential or Proprietary Information also includes other information that is marked or otherwise identified or treated as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(iii) The term "Confidential or Proprietary Information" does not include information that has: (A) become generally available to the public by the act of one who has the right to disclose such information; (B) been independently developed and disclosed by others; and (C) otherwise entered the public domain through lawful means. Nothing in this Agreement is intended, or shall be construed, to limit the protections of any applicable law protecting confidential or proprietary information.

(b) Trade Secrets

(i) You further acknowledge that, during the term of your employment with Delta, you had access to and acquired and will continue to have access to and acquire knowledge of, Confidential or Proprietary Information that fits within the definition of "trade secrets" under the law of the State of Georgia and/or the law of the United States, including, without limitation, information regarding Delta's present and future operations; its financial operations; research and development plans and strategies; marketing plans and strategies; alliance agreements and relationships; its compensation and incentive programs for employees; the business methods used by Delta and its employees and existing and prospective customers, vendors, consultants, partners, investors and other associated third parties; and other information which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (each, a "***Trade Secret***"). You hereby agree that, for so long as such information remains a Trade Secret as defined by Georgia law and/or the law of the United States, you will hold in a fiduciary capacity for the benefit of Delta and will not directly or indirectly make use of, on your own behalf or on behalf of others, any Trade

Secret, or transmit, reveal or disclose any Trade Secret to any person, concern or entity. Nothing in this Agreement is intended, or shall be construed, to limit the protections of any applicable law protecting trade secrets.

(ii) You are notified by the virtue of this provision that the Defend Trade Secrets Act of 2016 (the "***DTSA***") provides for immunity from liability under any federal or state trade secret law for any confidential disclosure of a trade secret as defined by the DTSA that is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney if that disclosure is made solely for the purpose of reporting or investigating a suspected violation of law or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) Employee/Customer Non-Solicitation Agreement. During the term of your employment with Delta and during the [two-/one-]year period following your Termination of Employment, you will not directly or indirectly (on your own behalf or on behalf of any other person, company, partnership, corporation or other entity) (i) employ or solicit for employment any individual who is a management or professional employee of Delta for employment with any entity or person other than Delta or encourage or induce any such person to terminate their employment with Delta or (ii) induce or attempt to induce any customer or prospective customer, supplier, licensee or other business relation of Delta to cease doing business with Delta or in any way interfere with the relationship between Delta and any customer, supplier, licensee or other business relation of Delta. The restrictions set forth in clause (i) shall be limited to those Delta management or professional employees who: (A) were employed by Delta during your employment in a supervisory or administrative job with Delta and (B) with whom you had material professional contact during your employment with Delta.

(d) Non-Competition Agreement

(i) You acknowledge and agree with the following:

(A) Delta competes in a worldwide air transportation market that includes passenger transportation and services, air cargo services, repair and maintenance of aircraft for third parties, vacation wholesale and refinery operations, and Delta's business is both domestic and international in scope;

(B) the airlines listed or described below and the related businesses listed on Exhibit 1 hereto are particular competitors to Delta and your employment or consulting with any of the listed or described entities would create more harm to Delta than would your possible employment or consulting with other companies;

(C) you have been and are closely involved in the planning for or the direction of critical components of Delta's operation and business and have developed or supplemented your expertise and skills as the result of such activities with Delta, and the use of such skills or disclosure of the details of such skills or knowledge to a competitor of Delta would be detrimental to Delta's legitimate business interests; and

(D) the restrictions imposed by this Section 2(d) will not prevent you from earning a livelihood, given both the broad demand for the type of skills you possess as well as the large number of worldwide and domestic passenger and cargo air carriers and related businesses not included in Section 2(d)(ii) or Exhibit 1 hereto.

(*ii*) During the term of your employment with Delta and for the [two-/one-]year period following your Termination of Employment, you will not on your own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity or enterprise, whether as an employee, consultant, partner or in any other capacity, provide services that are the same or similar to the services of the type conducted, authorized, offered or provided by either you or any other executive, key or professional employee of Delta or any of its subsidiaries/divisions on the Grant Date (or within two years prior to your Termination of Employment), to:

(A) any of the following entities (including any successors thereto), any airline alliances (including Star Alliance and Oneworld) or airline industry associations (including Airlines for America and International Air Transport Association) in which such entity participates, and any partially or wholly owned subsidiary or joint venture of such entity that operates an airline or a business operated by Delta as of the Grant Date: Alaska Air Group, Inc., Amazon Air, American Airlines Group, Inc., Frontier Group Holdings, Inc., Jet Blue Airways Corporation, Southwest Airlines Co., Spirit Airlines, Inc., United Airlines Holdings, Inc., Avianca S.A., Emirates Group, Etihad Airways P.J.S.C., International Consolidated Airlines Group, S.A. or Qatar Airways Company Q.C.S.C.;

(B) any passenger or cargo air carrier that is more than 25% owned by Emirates Group, Etihad Airways P.J.S.C. or Qatar Airways Company Q.C.S.C.;

(C) if not included in clause *(A)* or *(B)* above, any foreign air carrier that operates passenger or cargo service into the United States or its territories more than 35 flights per week for more than six months in any rolling 12-month period; *provided, however*, this clause *(C)* shall not apply to employment with Delta profit sharing joint venture partners Aerovías de Mexico, S.A. de C.V. (Aeromexico), Air France KLM Group, Korean Air Lines Co., LTD, LATAM Airlines Group S.A. or Virgin Atlantic Airways Limited; or

(D) any of the entities listed on Exhibit 1 hereto, *provided* that you (1) are employed by a Delta subsidiary or you have a significant role with and spend more than 75% of your time providing services to a Delta subsidiary or (2) are employed in Delta's TechOps or Delta Connection division.

These restrictions will apply to the territory over which you have responsibility on the Grant Date (or had responsibility for at the time of your Termination of Employment), which territory you acknowledge to be co-extensive with the cities encompassed by Delta's worldwide route structure as it exists as of the Grant Date, or the date of your Termination of Employment, as appropriate.

(iii) Nothing in this Section 2(d) will restrict your employment in any position, function, or role with any airline or entity not defined in Section 2(d) or Exhibit 1 hereto. Further, notwithstanding anything in this Section 2(d) to the contrary, these restrictions shall not apply to employment with Airco Aviation Services, LLC ("***Airco***"), or its directly or indirectly wholly owned subsidiaries, including Unifi Aviation, LLC, for any period during which Delta owns at least 40% of Airco.

(e) ***Return of Property.*** You hereby agree that all property belonging to Delta, including records, files, memoranda, reports and personnel information (including corporate records, benefit files, training records, customer lists, operating procedure manuals, safety manuals, financial statements, price lists and the like), relating to the business of Delta, whether in physical or electronic form, with which you come in contact in the course of your employment (hereinafter "***Delta's Materials***") shall, as between the parties hereto, remain the sole property of Delta. You hereby warrant that you will promptly return all originals and copies of Delta's Materials to Delta at the time your employment terminates.

(f) ***No Statements.*** You hereby agree that you will not, both during the term of your employment with Delta and after your Termination of Employment, make any oral or written statement or take any other action that disparages or criticizes Delta or any of its current or former subsidiaries or Affiliates or any of their present or former officers, directors, or employees (the "***Delta Parties***"), including, but not limited to, any such statement that damages the Delta Parties' good reputation or impairs their normal operations or activities. This provision shall not prohibit you from (i) responding accurately and fully to any question, inquiry or request for information when required by legal process; (ii) filing a charge or complaint with the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission, the Department of Labor, the Occupational Safety and Health Administration, or any other federal, state or local governmental agency or commission (each, a "***Governmental Agency***"); or (iii) disclosing information, reporting possible violations to, or participating in investigations or proceedings that may be conducted by any Governmental Agency.

(g) Cooperation. You hereby agree that you will, both during the term of your employment with Delta and after your Termination of Employment, to the extent requested in writing and reasonable under the circumstances, cooperate with and serve in any capacity requested by Delta in any pending or future litigation or other legal matter in which Delta has an interest and regarding which you, by virtue of your employment with Delta, have knowledge or information relevant to the litigation or matter.

(h) Clawback. You hereby agree that you are subject to the terms of the Delta Air Lines, Inc. Executive Officer Clawback Policy, as it may be amended from time to time. You further agree that if the Committee determines that you have engaged in fraud or misconduct that caused, in whole or in part, the need for a required restatement of Delta's financial statements filed with the U.S. Securities and Exchange Commission, the Committee will review all incentive compensation awarded to or earned by you, including, without limitation, your Award, with respect to fiscal periods materially affected by the restatement and may recover from you all such incentive compensation to the extent the Committee deems appropriate after taking into account the relevant facts and circumstances. Any recoupment hereunder may be in addition to any other remedies that may be available to Delta under applicable law, including disciplinary action up to and including termination of employment.

(i) Insider Trading Policy. You understand that you are subject to the Delta Air Lines, Inc. Insider Trading Policy, as in effect from time to time, and you are responsible for reading, understanding and complying with the policy, including the prohibitions against hedging and pledging of Delta Common Stock.

(j) Former Employee Vendor Policy. You hereby agree that, during the one-year period following your Termination of Employment, you will be subject to and shall comply with Delta's *Restriction on Former Employees' Work with Vendors* policy, as in effect from time to time.

3. <u>Dispute Resolution</u>

(a) Arbitration. You hereby agree that, except as expressly set forth below, all disputes and any claims arising out of or under or relating to the Award or this Agreement, including, without limitation, any dispute or controversy as to the validity, interpretation, construction, application, performance, breach or enforcement of this Agreement or any of its terms, shall be submitted for and settled by mandatory, final and binding arbitration in accordance with the Commercial Arbitration Rules then prevailing of the American Arbitration Association. Unless an alternative locale is otherwise agreed to in writing by the parties to this Agreement, the arbitration shall be conducted in Atlanta, Georgia. The arbitrator will apply Georgia law to the merits of any dispute or claim without reference to rules of conflicts of law. Any award rendered by the arbitrator shall provide the full remedies available to the parties under the applicable law and shall be final and binding on each of the parties hereto and their heirs, executors, administrators, successors and assigns and judgment may be entered thereon in any court having jurisdiction. You hereby consent to the personal jurisdiction of the state and federal courts in the State of Georgia with venue in Atlanta for any action or proceeding arising from or relating to any arbitration under this Agreement. The prevailing party in any such arbitration shall be entitled to an award by the arbitrator of all reasonable attorneys' fees and expenses incurred in connection with the arbitration.

However, Delta will pay all fees associated with the American Arbitration Association and the arbitrator. All parties must initial here for this Section 3 to be effective:

____________________ [Participant]

____________________ Delta Air Lines, Inc., Kelley Elliott, Vice President – HR Services & Total Rewards

(b) Injunctive Relief in Aid of Arbitration; Forum Selection. You hereby acknowledge and agree that the provisions contained in Section 2 are reasonably necessary to protect the legitimate business interests of Delta and that any breach of any of these provisions will result in immediate and irreparable injury to Delta for which monetary damages will not be an adequate remedy. You further acknowledge that if any such provision is breached or threatened to be breached, Delta will be entitled to seek a temporary restraining order, preliminary injunction or other equitable relief in aid of arbitration in any court of competent jurisdiction without the necessity of posting a bond restraining you from continuing to commit any violation of the covenants, and you hereby irrevocably consent to the jurisdiction of the state and federal courts of the State of Georgia, with venue in Atlanta, which shall have jurisdiction to hear and determine any claim for a temporary restraining order, preliminary injunction or other equitable relief brought against you by Delta in aid of arbitration.

(c) Consequences of Breach. Furthermore, you acknowledge that, in partial consideration for the Award described in this Agreement, Delta is requiring that you agree to and comply with the terms of Section 2, and you hereby agree that, without limiting any of the foregoing, should you violate any of the covenants included in Section 2, you will not be entitled to and shall not receive any Awards under the 2026 LTIP as set forth in this Agreement and any outstanding Awards will be forfeited.

(d) Tolling. You further agree that in the event the enforceability of any of the restrictions as set forth in Section 2 are challenged and you are not preliminarily or otherwise enjoined from breaching such restriction(s) pending a final determination of the issues, then, if an arbitrator or upon review of any arbitrator's decision, a court, concludes that the challenged restriction(s) is enforceable, any applicable time period related to the challenged restriction set forth in Section 2 shall be deemed tolled upon the filing of the arbitration or action seeking injunctive or other equitable relief in aid of arbitration, whichever is first in time, until the dispute is finally resolved and all periods of appeal have expired.

(e) Governing Law. Unless governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to principles of conflicts of laws of that State.

(f) Waiver of Jury Trial. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY MATTER ARISING OUT OF, UNDER,** IN **CONNECTION WITH, OR IN ANY WAY RELATED TO THIS AGREEMENT. THIS INCLUDES, WITHOUT LIMITATION, ANY DISPUTE CONCERNING ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF DELTA OR YOU, OR ANY EXERCISE BY DELTA OR YOU OF OUR RESPECTIVE RIGHTS UNDER THIS AGREEMENT OR IN ANY WAY RELATING TO THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR DELTA TO ISSUE AND ACCEPT THIS AGREEMENT.**

4. Validity; Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such holding shall not affect any other provisions in this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

5. Authority of the Committee. You acknowledge and agree that the Committee has the sole and complete authority and discretion to construe and interpret the terms of this Agreement. All determinations of the Committee shall be final and binding for all purposes and upon all persons, including, without limitation, you and the Company and your heirs and its successors. The Committee shall be under no obligation to construe this Agreement or treat the Award in a manner consistent with the treatment provided with respect to other Awards or Participants.

6. Amendment. This Agreement may not be amended or modified except by written agreement signed by you and Delta; *provided*, *however*, you acknowledge and agree that Delta may unilaterally amend the clawback provision set forth in Section 2(h) to the extent required to be in compliance with any applicable law or regulation or Delta's internal clawback policy, as it may be amended from time to time.

7. Acknowledgement; Electronic Delivery. By signing this Agreement, you (a) acknowledge that you have had a full and adequate opportunity to read this Agreement and you agree with every term and provision herein, including, without limitation, the terms of Sections 2, 3, 4, 5, 6 and, if applicable, Exhibit 1 hereto; (b) agree, on behalf of yourself and on behalf of any designated beneficiary and your heirs, executors, administrators and personal representatives, to all of the terms and conditions contained in this Agreement and the Plan; and (c) consent to receive all material regarding any awards under the Plan, including any prospectuses, from the Company or a third party designated by the Company, electronically with an e-mail notification to your work e-mail address.

8. Entire Agreement. This Agreement, together with the Plan (the terms of which are made a part of this Agreement and are incorporated into this Agreement by reference), constitute the entire agreement between you and Delta with respect to the Award.

9. Acceptance of this Award. If you agree to all of the terms of this Agreement and would like to accept this Award, you must sign and date this Agreement where indicated below and, if you do not accept the Award electronically, return an original signed version of this Agreement to the Company's Executive Compensation group, either by hand or by mail to Department 936, P.O. Box 20706, Atlanta, Georgia 30320, as set forth on page 1 of this Agreement. Delta hereby acknowledges and agrees that its legal obligation to make the Award to you shall become effective when you sign this Agreement.

10. Fractions. Any calculation under the 2026 LTIP that results in a fractional amount will be rounded to two decimal points.

11. Potential Reduction in Payments Due to Excise Tax. In the event that a Participant becomes entitled to benefits under this Agreement, then such benefits, together with any payment or consideration in the nature of value or compensation to or for the Participant's benefit under any other agreement with or plan of Delta, shall be subject to reduction as set forth in Section 4(e) of the Delta Air Lines, Inc. Officer and Director Severance Plan, which relates to the excise tax under Section 4999 of the Code.

12. Section 409A of the 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 Plan, (a) any payment or benefit to which a Participant is eligible with respect to the 2026 LTIP, including a Participant who is a "specified employee" as defined in Section 409A, shall be adjusted or delayed and (b) any term of the 2026 LTIP may be adjusted in such manner as to comply with Section 409A and maintain the intent of the 2026 LTIP to the maximum extent possible. More specifically, to the extent any payment provided to a Participant under the 2026 LTIP constitutes non exempted deferred compensation under Section 409A and the Participant is at the time of the Participant's 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 exempted amount and the provision of such non exempted 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 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.

* * * *

You and Delta, each intending to be bound legally, agree to the matters set forth above by signing this Agreement, all as of the date set forth below.

DELTA AIR LINES, INC.

By:

Name: Kelley Elliott
Title: Vice President - HR Services & Total Rewards

PARTICIPANT

[PARTICIPANT]

Date:

Exhibit 1

Subsidiary and Company Division Competitors

1. If you are employed by, or you have a significant role with and spend more than 75% of your time providing services to **Delta Vacations, LLC,** the following entities, (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: ALG Vacations; Classic Vacations, LLC; Costco Travel; FC USA, Inc.; Sun Country Vacations; and Travel Impressions.

2. If you are employed by, or you have a significant role with and spend more than 75% of your time providing services to **Monroe Energy, LLC,** the following entities, (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: Buckeye Energy Holdings, LLC; Cenovus, Inc.; Energy Transfer LP; Marathon Petroleum Corporation; PBF Energy Inc.; Phillips 66 Company; and Sunoco LP.

3. If you are employed by, or you have a significant role with and spend more than 75% of your time providing services to **Endeavor Air, Inc.,** the following entities, (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: Air Wisconsin Airlines LLC; Breeze Aviation Group, Inc.; CommuteAir LLC; Envoy Air, Inc.; Horizon Air Industries, Inc.; Jazz Aviation , LP; Mesa Air Group, Inc.; Piedmont Airlines, Inc.; PSA Airlines, Inc.; Republic Airways Holdings Inc.; Skywest, Inc.; Sun Country Holdings, Inc.; TEM Enterprises (d/b/a Avelo Airlines); and Trans States Holdings, Inc.

4. If you are employed by the Company in its **TechOps division,** the following entities (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: AAR Corp.; GE Aviation Service Operation LLP, GE Aviation Systems Group Limited, GE Aviation Systems North America, Inc. GE Aviation UK; Honeywell International, Inc.; Hong Kong Aircraft Engineering Company LTD (HAECO) (Americas and international); Lufthansa Technik AG; the MTU Maintenance businesses of MTU Aero Engines (domestic and international); Pratt & Whitney; Raytheon Technologies Corporation; Rolls Royce Defence Aerospace; Safran, S.A.; Singapore Technologies Aerospace Ltd.; SR Technics Switzerland, Ltd.; StandardAero, Inc.; and Turkish Technic.

5. If you are employed by the Company in its **Delta Connection division,** the following entities (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: Air Wisconsin Airlines LLC; Breeze Aviation Group, Inc.; CommuteAir LLC; Envoy Air, Inc.; Horizon Air Industries, Inc.; Jazz Aviation , LP; Mesa Air Group, Inc.; Piedmont Airlines, Inc.; PSA Airlines, Inc.; Republic Airways Holdings Inc.; Skywest, Inc.; Sun Country Holdings, Inc.; TEM Enterprises (d/b/a/ Avelo Airlines); and Trans States Holdings, Inc.

6. If you are employed by, or you have a significant role with and spend more than 75% of your time providing services to **Delta Material Services, LLC,** the following entities, (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: AAR Corp; AerSale, Inc.; AJ Walter Aviation Limited; GA Telesis, LLC; Unical Aviation, Inc.; and VAS Aero Services, LLC.

7. If you are employed by, or you have a significant role with and spend more than 75% of your time providing services to **Delta Flight Products, LLC,** the following entities, (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: Airbus SE; Collins Aerospace; EnCore Aerospace LLC; Gulfstream Aerospace Corporation (excluding corporate parent);

Hong Kong Aircraft Engineering Company Limited(HAECO); JAMCO Corporation; Panasonic Avionics Corporation (excluding corporate parent); Safran Group; ST Engineering Aerospace; Thales Group; and The Boeing Company.

8. If you are employed by, or you have a significant role with and spend more than 75% of your time providing services to **Delta Professional Services, LLC,** the following entities, (including the successors thereto) and any corporate parent or any partially or wholly owned subsidiary of such entities shall be included as competitors under Section 2(d)(ii)(D) of this Agreement: CAE Inc., CCL Aviation and FlightSafety International Inc. (excluding corporate parent).

APPENDIX A

The terms of this Appendix A shall apply to the Award set forth in this Agreement. Capitalized terms that are used but not otherwise defined in this Agreement have the meaning set forth in the Plan. For purposes of Appendix A, you are referred to as a "***Participant***."

A. Restricted Stock

1. *Restrictions.* Until the restrictions imposed by this Section A (the "***Restrictions***") have lapsed pursuant to Section A.2 or A.3, a Participant will not be permitted to sell, exchange, assign, transfer or otherwise dispose of the Restricted Stock, and the Restricted Stock will be subject to forfeiture as set forth below.

2. *Lapse of Restrictions—Continued Employment.* Subject to the terms of the Plan and this Agreement, the Restrictions shall lapse and be of no further force or effect with respect to one-third of the Shares of Restricted Stock on each of the following dates: (a) February 1, 2027 ("***First RS Installment***"); (b) February 1, 2028 ("***Second RS Installment***"); and (c) February 1, 2029 ("***Third RS Installment***").[1]

3. *Lapse of Restrictions/Forfeiture upon Terminations of Employment [Occurring Prior to October 1, 2026].* In addition to the other provisions of the Plan and this Agreement, [effective for Terminations of Employment that occur prior to October 1, 2026], the Restricted Stock and the Restrictions set forth in this Section A are subject to the following terms and conditions:

(a) *Without Cause or For Good Reason.* Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if they are employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate), subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company (a "***Release***"), with respect to any portion of the Restricted Stock subject to the Restrictions, the Restrictions shall immediately lapse on the Pro Rata RS Portion as of the date of such Termination of Employment. Upon the Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, any Restricted Stock that remains subject to the Restrictions, other than the Pro Rata RS Portion, shall be immediately forfeited.

"***Pro Rata RS Portion***" means, with respect to any RS Installment that is subject to the Restrictions at the time of a Participant's Termination of Employment, the number of Shares covered by such RS Installment multiplied by a fraction (i) the numerator of which is the number of calendar months[2] from the Grant Date to the date of such Termination of Employment, rounded up for any partial month and (ii) the denominator of which is 12 for the First RS Installment, 24 for the Second RS Installment and 36 for the Third RS Installment.[3]

(b) *Voluntary Resignation.* Upon a Participant's Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement), any portion of the Restricted Stock subject to the Restrictions shall be immediately forfeited.

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[1] The number of Shares subject to each RS Installment will be equal to the total number of Shares subject to the Restricted Stock Award divided by three; *provided,* that if this formula results in any fractional Share allocation to any RS Installment, the number of Shares in the First RS Installment and, if necessary, the Second RS Installment will be increased so that only full shares are covered by each RS Installment. For example, if a Restricted Stock Award covers 1,000 Shares, the Restrictions will lapse with respect to 334 Shares under the First RS Installment and 333 Shares under each of the Second and Third RS Installments.

[2] For purposes of this Appendix A, one calendar month is calculated from the date of measurement to the same or closest numerical date occurring during the following month. For example, one calendar month from January 31, 2026 will elapse as of February 28, 2026, two months will elapse on March 31, 2026, and so on.

[3] If this formula results in any fractional Share, the Pro Rata RS Portion will be rounded up to the nearest whole Share.

(c) *Retirement.* Subject to Section A.3(f), upon a Participant's Termination of Employment by reason of Retirement, with respect to any portion of the Restricted Stock subject to the Restrictions, subject to the Participant's execution of a Release, the Restrictions shall immediately lapse on the Pro Rata RS Portion (as defined in Section A.3(a)) as of the date of such Termination of Employment. Upon a Participant's Termination of Employment by reason of Retirement, any Restricted Stock that remains subject to the Restrictions, other than the Pro Rata RS Portion, shall be immediately forfeited.

(d) *Death or Disability.* Upon a Participant's Termination of Employment due to death or Disability, the Restrictions shall immediately lapse and be of no further force or effect as of the date of such Termination of Employment.

(e) *For Cause.* Upon a Participant's Termination of Employment by the Company for Cause, any portion of the Restricted Stock subject to the Restrictions shall be immediately forfeited.

(f) *Retirement-Eligible Participants Who Incur a Termination of Employment for Other Reasons.* If a Participant who is eligible for Retirement 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 this Agreement 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 as a retiree for purposes of any other program, plan or policy of the Company, for purposes of this Agreement, the Participant's employment shall be considered to have been terminated by the Company for Cause.

(g) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if they are employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate) on or after a Change in Control but prior to the second anniversary of such Change in Control, with respect to any RS Installment that is not then vested, subject to the Participant's execution of a Release, any Restrictions in effect shall immediately lapse on the date of such Termination of Employment and be of no further force or effect as of such date.

[4. *Dividends*. In the event a cash dividend shall be paid with respect to Shares at a time the Restrictions on the Restricted Stock have not lapsed, the Participant shall be eligible to receive the dividend upon the lapse of the Restrictions. The Restrictions shall apply to any such dividend.]

[4. *Lapse of Restrictions/Forfeiture upon Terminations of Employment Occurring On or After October 1, 2026*. Effective for Terminations of Employment that occur on or after October 1, 2026, the Restricted Stock and the Restrictions set forth in this Section A are subject to the following terms and conditions:

(a) *Qualifying Termination of Employment*. Upon a Participant's Qualifying Termination of Employment (as such term is defined below), subject to the Participant's execution of a Release, with respect to any portion of the Restricted Stock subject to the Restrictions, the Restrictions shall lapse and be of no further force or effect as of the dates set forth in Section A.2 in the same manner and to the same extent as if the Participant's employment had continued.

(b) *Disqualifying Termination of Employment*. Upon a Participant's Disqualifying Termination of Employment (as such term is defined below), any portion of the Restricted Stock subject to the Restrictions shall be immediately forfeited.

(c) *Death or Disability*. Upon a Participant's Termination of Employment due to death or Disability, the Restrictions shall immediately lapse and be of no further force or effect as of the date of such Termination of Employment.

(d) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to the second anniversary of such Change in Control, with respect to any portion of the Restricted Stock subject to the Restrictions, subject to the Participant's execution of a Release, the Restrictions shall immediately lapse on the date of such Termination of Employment and be of no further force or effect as of such date.

(e) *Death Following Qualifying Termination of Employment.* If a Participant dies after incurring a Qualifying Termination of Employment, but before the dates set forth in Section A.2, with respect to any portion of the Restricted Stock subject to the Restrictions, the Restrictions shall immediately lapse and be of no further force or effect as of the date of the Participant's death.]

[5. *Definitions*.

(a) ***"Qualifying Termination of Employment"*** means a Participant's Termination of Employment (i) by the Company without Cause or (ii) by the Participant with or without Good Reason or by reason of Retirement.

(b) **"*Disqualifying Termination of Employment*"** means a Participant's Termination of Employment by the Company for Cause.]

B. Performance Award

1. *Payout Criteria and Form of Payment*. Except as otherwise expressly set forth in this Section B, payment, if any, of a Performance Award will be based on the Company's performance during the period beginning on January 1, 2026 and ending on and including December 31, 2028 (the "***Performance Period***"). The actual payout, if any, of a Performance Award will be determined by the Committee pursuant to the achievement of certain performance criteria established by the Committee to measure the Company's performance during the Performance Period (the "***Performance Measures***"). A description of the Performance Measures and amounts to be earned, if any, for the various levels of performance, which shall not exceed 200% of the target level, will be communicated to Participants in such manner as the Committee deems appropriate. The payout, if any, of a Performance Award will be made in cash.

2. *Vesting*. Subject to the terms of the Plan and all other conditions included in this Agreement, the Performance Award shall vest as of the end of the Performance Period to the extent that the Company's actual results with respect to the Performance Measures meet or exceed threshold level. Any portion of a Performance Award that does not vest at the end of the Performance Period will immediately lapse and become void.

3. *Timing of Payment.* The payout, if any, of a Performance Award that vests under Section B.2 will be made as soon as practicable after the Committee certifies the achievement of the Performance Measures and the payment amount can be finally determined, but in no event later than March 15, 2029, unless it is administratively impracticable to do so and such impracticability was not foreseeable at the end of 2028, in which case such payment shall be made as soon as administratively practicable after March 15, 2029.

4. *Accelerated Vesting/Forfeiture upon Terminations of Employment [Occurring Prior to October 1, 2026*. Effective for Terminations of Employment that occur prior to October 1, 2026,] the Performance Award is subject to the following terms and conditions:

(a) *Without Cause or For Good Reason.* Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if they are employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate), subject to the Participant's execution of a Release, the Participant's target Performance Award will be recalculated and will be the result of the following formula (the "***Adjusted Performance Award***"): S × (T ÷ 36) where,

S = the Participant's target Performance Award as of the Grant Date; and

T = the number of calendar months from January 1, 2026 to the date of such Termination of Employment (rounded up for any partial month).

Thereafter, the Participant will be eligible to receive a payout, if any, based on the Adjusted Performance Award which will vest and become payable under Sections B.2 and B.3 in the same manner and to the same extent as if the Participant's employment had continued.

(b) *Voluntary Resignation.* Upon a Participant's Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement) prior to the end of the workday on [September 30, 2026/December 31, 2028] the Participant will immediately forfeit the Performance Award as of the date of such Termination of Employment. [In the event a Participant incurs a Termination of Employment by reason of a voluntary resignation on or after January 1, 2029, subject to the Participant's execution of a Release, the Participant will remain eligible for any unpaid Performance Award, which award will vest and become payable under Sections B.2 and B.3 in the same manner and to the same extent as if the Participant's employment had continued.]

(c) *Retirement.* Subject to Section B.4(f), upon a Participant's Termination of Employment due to Retirement, subject to the Participant's execution of a Release, the Participant's target Performance Award will be recalculated in accordance with the formula set forth in Section B.4(a). Thereafter, the Participant will be eligible to receive a payment, if any, based on the Adjusted Performance Award, which will vest and become payable under Sections B.2 and B.3 in the same manner and to the same extent as if the Participant's employment had continued.

(d) *Death or Disability.* Upon a Participant's Termination of Employment due to death or Disability, the Participant's Performance Award will immediately become vested at the target level and such amount will be paid as soon as practicable thereafter to the Participant or the Participant's estate, as applicable.

(e) *For Cause.* Upon a Participant's Termination of Employment by the Company for Cause, the Participant will immediately forfeit any unpaid portion of the Performance Award as of the date of such Termination of Employment.

(f) *Retirement-Eligible Participants Who Incur a Termination of Employment for Other Reasons.* If a Participant who is eligible for Retirement 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 this Agreement 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 as a retiree for purposes of any other program, plan or policy of the Company, for purposes of this Agreement, the Participant's employment shall be considered to have been terminated by the Company for Cause.

(g) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if they are employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate) on or after a Change in Control but prior to the second anniversary of such Change in Control, subject to the Participant's execution of a Release, the Participant's outstanding Performance Award shall immediately become vested at the target level and such amount will be paid to the Participant as soon as practicable. With respect to any Participant who incurs a Termination of Employment by the Company without Cause or resigns for Good Reason prior to a Change in Control, if a Change in Control occurs thereafter during the Performance Period, such Participant's Adjusted Performance Award will immediately become vested and be paid in cash to the Participant as soon as practicable.

[5. *Accelerated Vesting/Forfeiture upon Terminations of Employment Occurring On or After October 1, 2026*. Effective for Terminations of Employment that occur on or after October 1, 2026, the Performance Award is subject to the following terms and conditions:

(a) *Qualifying Termination of Employment*. Upon a Participant's Qualifying Termination of Employment, subject to the Participant's execution of a Release, the Participant will remain eligible for the Performance Award, which award will vest and become payable under Sections B.2 and B.3 in the same manner and to the same extent as if the Participant's employment had continued.

(b) *Disqualifying Termination of Employment*. Upon a Participant's Disqualifying Termination of Employment, the Participant will immediately forfeit any unpaid portion of the Performance Award as of the date of such Termination of Employment.

(c) *Death or Disability*. Upon a Participant's Termination of Employment due to death or Disability, the Participant's Performance Award will immediately become vested at the target level and such amount will be paid as soon as practicable thereafter to the Participant or the Participant's estate, as applicable.

(d) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to the second anniversary of such Change in Control, subject to the Participant's execution of a Release, the Participant's outstanding Performance Award will immediately become vested at the target level and such amount will be paid in cash to the Participant as soon as practicable. With respect to any Participant who incurs a Termination of Employment by the Company without Cause or resigns for Good Reason prior to a Change in Control, if a Change in Control occurs thereafter during the Performance Period, such Participant's Performance Award will immediately become vested and be paid to the Participant as soon as practicable.

(e) *Death Following Qualifying Termination of Employment*. If a Participant dies after incurring a Qualifying Termination of Employment, but before the Performance Award vests and becomes payable under Sections B.2 and B.3, the Participant's Performance Award will immediately become vested at the target level and such amount will be paid as soon as practicable thereafter to the Participant's estate.]

C. Performance Restricted Stock Units

1. *Risk of Forfeiture*. Until any PRSUs becomes vested and settled under Section C.3 or C.6, a Participant will not be permitted to sell, exchange, assign, transfer or otherwise dispose of the PRSUs and the PRSUs will be subject to forfeiture as set forth below.

2. *Payout Criteria*. Except as otherwise expressly set forth in this Section C, payment, if any, of the PRSUs will be based on the Company's performance during the Performance Period. The actual payout, if any, of the PRSUs will be determined by the Committee pursuant to the achievement of certain performance criteria established by the Committee to measure the Company's performance during the Performance Period (the "***PRSU Performance Measures***"). The actual number of PRSUs that may vest, if any, may range from zero to 200% of the Target PRSU Award based on the level of performance achieved. A description of the PRSU Performance Measures and the amounts to be earned will be communicated to Participants in such manner as the Committee deems appropriate.

3. *Vesting*. Subject to the terms of the Plan and all other conditions included this Agreement, the PRSUs shall vest at the end of the Performance Period to the extent that the Company's actual results with respect to the PRSU Performance Measures meet or exceed the applicable minimum performance level. Any portion of the PRSUs that does not vest at the end of the Performance Period will be immediately forfeited.

4. *Payment; Timing of Settlement*. The payment, if any, of the PRSUs that vest under Section C.3 will be made in Shares in an amount equal to the number of vested PRSUs.[4] The vested PRSUs shall be settled as soon as practicable after the Committee certifies the achievement of the PRSU Performance

[4] Any fractional share will be rounded up to the nearest whole share.

Measures and the payment amount can be finally determined, but in no event later than March 15, 2029, unless it is administratively impracticable to do so and such impracticability was not foreseeable at the end of 2028, in which case such payment shall be made as soon as administratively practicable after March 15, 2029.

5. _Dividend Equivalents_. In the event a cash dividend shall be paid with respect to Shares at a time the PRSUs have not vested, the Participant shall be eligible to receive, upon the vesting of the PRSUs, if any, a cash payment equal to the amount of the cash dividend per Share multiplied by the number of the Participant's vested PRSUs. The vesting provisions under Section C.3 shall apply to any such dividend equivalent, and any resulting cash payment shall be made as soon as practicable after the settlement of the vested PRSUs.

6. _Accelerated Vesting/Forfeiture upon Terminations of Employment [Occurring Prior to October 1, 2026_. Effective for Terminations of Employment that occur prior to October 1, 2026,] the PRSUs are subject to the following terms and conditions:

(a) *Without Cause or For Good Reason.* Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if they are employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate), subject to the Participant's execution of a Release, the Participant's Target PRSU Award will be prorated and will be the result of the following formula (the "***Pro Rata PRSU Portion***"): $S \times (T \div 36)$ where,

S = the number of PRSUs subject to the Target PRSU Award; and

T = the number of calendar months from January 1, 2026 to the date of such Termination of Employment (rounded up for any partial month).[5]

Thereafter, the Participant will be eligible to receive a payment, if any, based on the Pro Rata PRSU Portion which will vest and become payable under Sections C.3 and C.4 in the same manner and to the same extent as if the Participant's employment had continued. Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, any unvested PRSUs subject to the Target PRSU Award, other than the Pro Rata PRSU Portion, shall be immediately forfeited.

(b) *Voluntary Resignation.* Upon a Participant's Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement) prior to the end of the workday on [September 30, 2026/December 31, 2028], the Participant will immediately forfeit the Target PRSU Award as of the date of such Termination of Employment. [In the event a Participant incurs a Termination of Employment by reason of a voluntary resignation on or after January 1, 2029, subject to the Participant's execution of a Release, the Participant will remain eligible for any unpaid PRSUs, which award will vest and become payable under Sections C.3 and C.4 in the same manner and to the same extent as if the Participant's employment had continued.**]**

(c) *Retirement.* Subject to Section C.6(f), upon a Participant's Termination of Employment due to Retirement, subject to the Participant's execution of a Release, the Participant's Target PRSU Award will be prorated in accordance with the formula set forth in Section C.6(a). Thereafter, the Participant will be eligible to receive a payment, if any, based on the Pro Rata PRSU Portion which will vest and become payable under Sections C.3 and C.4 in the same manner and to the same extent as if the Participant's employment had continued. Upon a Participant's Termination of Employment due to Retirement, any unvested PRSUs subject to the Target PRSU Award, other than the Pro Rata PRSU Portion, shall be immediately forfeited.

[5] If this formula results in any fractional share, the Pro Rata PRSU Portion will be rounded up to the nearest whole share.

(d) *Death or Disability.* Upon a Participant's Termination of Employment due to death or Disability, the Participant's PRSU Award will immediately become vested at the target level and such vested PRSUs will be paid in accordance with Section C.4 as soon as practicable thereafter to the Participant or the Participant's estate, as applicable.

(e) *For Cause.* Upon a Participant's Termination of Employment by the Company for Cause, the Participant's Target PRSU Award shall be immediately forfeited.

(f) *Retirement-Eligible Participants Who Incur a Termination of Employment for Other Reasons.* If a Participant who is eligible for Retirement 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 this Agreement 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 as a retiree for purposes of any other program, plan or policy of the Company, for purposes of this Agreement, the Participant's employment shall be considered to have been terminated by the Company for Cause.

(g) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to the second anniversary of such Change in Control, subject to the Participant's execution of a Release, the Participant's PRSU Award shall immediately become vested at the target level and such amount will be paid to the Participant as soon as practicable. With respect to any Participant who incurs a Termination of Employment by the Company without Cause or resigns for Good Reason prior to a Change in Control, if a Change in Control occurs thereafter during the Performance Period, such Participant's Pro Rata PRSU Portion, will immediately become vested and be paid to the Participant as soon as practicable.

[7. <u>*Accelerated Vesting/Forfeiture upon Terminations of Employment Occurring On or After October 1, 2026*</u>. Effective for Terminations of Employment that occur on or after October 1, 2026, the PRSUs are subject to the following terms and conditions:

(a) *Qualifying Termination of Employment*. Upon a Participant's Qualifying Termination of Employment, subject to the Participant's execution of a Release, the Participant will remain eligible for the PRSUs, which award will vest and become payable under Sections C.3 and C.4 in the same manner and to the same extent as if the Participant's employment had continued.

(b) *Disqualifying Termination of Employment*. Upon a Participant's Disqualifying Termination of Employment, the Participant's PRSUs shall be immediately forfeited.

(c) *Death or Disability*. Upon a Participant's Termination of Employment due to death or Disability, the Participant's PRSUs will immediately become vested at the target level and such amount will be paid in accordance with Section C.4 as soon as practicable thereafter to the Participant or the Participant's estate, as applicable.

(d) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to the second anniversary of such Change in Control, subject to the Participant's execution of a Release, the Participant's PRSUs shall immediately become vested at the target level and such amount will be paid to the Participant as soon as practicable. With respect to any Participant who incurs a Termination of Employment by the Company without Cause or resigns for Good Reason prior to a Change in Control, if a Change in Control occurs thereafter during the Performance Period, such Participant's Pro Rata PRSU Portion, will immediately become vested and be paid the Participant as soon as practicable.

(e) *Death Following Qualifying Termination of Employment*. If a Participant dies after incurring a Qualifying Termination of Employment, but before the PRSUs vest and become payable under Sections C.3 and C.4, the Participant's PRSUs will immediately become vested at the target level and such amount will be paid as soon as practicable thereafter to the Participant's estate.]

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDMENT NO. 22

to the

AIRBUS A330-900 AIRCRAFT AND A350-900 AIRCRAFT

PURCHASE AGREEMENT

Dated as of November 24, 2014

Between

AIRBUS S.A.S.

And

DELTA AIR LINES, INC.

This Amendment No. 22 (this "**Amendment No. 22**") is dated as of January 27, 2026 by and between AIRBUS S.A.S., a société par actions simplifée organized and existing under the laws of the Republic of France, having its registered office located at 2, rond-point Emile Dewoitine, 31700 Blagnac, France (the "**Seller**") and DELTA AIR LINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its corporate office located at 1050 Delta Boulevard, Atlanta, Georgia 30320, USA (the "**Buyer**").

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

WHEREAS, the Buyer wishes to purchase and the Seller agrees to sell eleven (11) A330-900 model aircraft and ten (10) A350-900 model aircraft subject to the terms and conditions of the Agreement, and

WHEREAS, the Buyer wishes to exercise its A330-900 Flexible Option Right with respect to five (5) Batch 1 A330-900 Option Aircraft and its A350-900 Flexible Option Right with respect to five (5) Batch 1 A350-900 Option Aircraft.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS.

The capitalized terms used herein and not otherwise defined in this Amendment No. 22 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 No. 22.

1. RECITALS

1.1 The first recital is deleted and replaced as follows:

> "**WHEREAS,** the Buyer wishes to purchase, and the Seller is willing to sell, fifty-three (53) firm Airbus A330-900 model aircraft, fifty (50) firm Airbus A350-900 model aircraft and twenty (20) firm Airbus A350-1000 model aircraft upon the terms and conditions provided herein."

2. DEFINITIONS

2.1 Clause 0 of the Agreement is hereby amended to add the terms set forth below:

> 2025 A330-900 Aircraft - means any or all of the eleven (11) A330-900 Aircraft bearing Rank Numbers from Rank 93 through Rank 103 to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.
>
> 2025 A330-900 Aircraft Base Price - has the meaning set forth in Subclause 3.1.2.1.
>
> 2025 A330-900 Aircraft Final Contract Price - has the meaning set out in Subclause 3.1.2.3.
>
> 2025 A350-900 Aircraft - means any or all of the ten (10) A350-900 Aircraft bearing Rank Numbers from Rank 104 through Rank 113 to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.
>
> 2025 A350-900 Aircraft Base Price - as defined in Subclause 3.2.2.1.
>
> 2025 A350-900 Aircraft Final Contract Price has the meaning set forth in Subclause 3.2.2.3.
>
> 2025 Aircraft – means the 2025 A330-900 Aircraft and the 2025 A350-900 Aircraft.
>
> 2025 Base Period - means the average economic conditions prevailing in December 2023, January 2024, February 2024 and corresponding to a theoretical delivery in January 2025.
>
> Backlog A330-900 Aircraft – means individually or collectively a 2014 A330-900 Aircraft or a 2018 A330-900 Aircraft.
>
> Backlog A330-900 Aircraft Base Price - has the meaning set forth in Subclause 3.1.1.1
>
> Backlog A330-900 Aircraft Final Contract Price - has the meaning set out in Subclause 3.1.1.4.

Backlog A350-900 Aircraft means together the 2014 A350-900 Aircraft and the 2020 A350-900 Aircraft.

Backlog A350-900 Aircraft Base Price – as defined in Subclause 3.1.1.1.

Backlog A350-900 Aircraft Final Contract Price has the meaning set forth in Subclause 20347629353.3.1.3.

Backlog A350-1000 Aircraft means any or all of the twenty (20) A350-1000 Aircraft bearing Rank Numbers from Rank 73 through Rank 92 to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

Backlog A350-1000 Aircraft Base Price – as defined in Subclause 3.3.1.1.

Backlog A350-1000 Aircraft Final Contract Price – as defined in Subclause 3.3.1.3.

Backlog Aircraft – means the Backlog A330-900 Aircraft, the Backlog A350-900 Aircraft and the Backlog A350-1000 Aircraft.

Backlog Base Period - [***].

Base Period – [***].

2.2 Clause 0 of the Agreement is amended to delete the following terms and replace each as follows:

A330-900 Standard Specification - means the A330-900 standard specification document [***].

A350-1000 Standard Specification – means the A350-1000 standard specification document [***].

A350-900 Standard Specification – means the A350-900 standard specification document [***].

Final Contract Price – means either the Backlog A330-900 Aircraft Final Contract Price, the 2025 A330-900 Aircraft Final Contract Price, the Backlog A350-900 Aircraft Final Contract Price, the 2025 A350-900 Aircraft Final Contract Price, or the Backlog A350-1000 Aircraft Final Contract Price, as applicable.

3. SALE AND PURCHASE

3.1 Clause 1 of the Agreement is deleted and replaced as follows:

"The Seller shall sell and deliver, and the Buyer shall buy and take delivery of, fifty-three (53) firmly ordered A330-900 Aircraft, fifty (50) firmly ordered A350-900 Aircraft, and twenty (20) firmly ordered A350-1000 Aircraft, subject to the terms and conditions contained in the Agreement."

3.2 The Buyer has exercised its A330-900 Flexible Option Right with respect to five (5) Batch 1 A330-900 Option Aircraft, and its A350-900 Flexible Option Right with respect to five (5) Batch 1 A350-900 Option Aircraft.

This Amendment No. 22 constitutes the Firmed-Up A330-900 Flexible Option Amendment and the Firmed-Up A350-900 Flexible Option Amendment contemplated by Letter Agreement No. 3 in respect of such Firmed-Up A330-900 Option Aircraft and Firmed-Up A350-900 Option Aircraft, respectively.

4. PRICE

4.1 Clause 3 of the Agreement is deleted and replaced as follows:

"A330-900 Aircraft Price

3.1.1. Backlog A330-900 Aircraft Price

3.1.1.1 The base price of the Backlog A330-900 Aircraft (the "Backlog A330-900 Aircraft Base Price") is the sum of:

(i) The base price of the Backlog A330-900 Aircraft corresponding to the A330-900 Standard Specification that is applicable to the Backlog A330-900 Aircraft, including the A330-900 Propulsion Systems (excluding Buyer Furnished Equipment), which is:

[***],

And

(ii) The base price of the preliminary Specification Change Notices, as listed in Exhibit A-3.1, which for budgetary purposes can be estimated at:

[***]

3.1.1.2 The Backlog A330-900 Aircraft Base Price has been established in accordance with the economic conditions prevailing in the Backlog Base Period.

3.1.1.3 INTENTIONALLY LEFT BLANK

3.1.1.4 Backlog A330-900 Final Contract Price

The Final Contract Price of a Backlog A330-900 Aircraft (the "**Backlog A330-900 Aircraft Final Contract Price**") shall be the sum of:

(i) the Backlog A330-900 Aircraft Base Price as adjusted to the Delivery Date of such Aircraft in accordance with Subclause 4.1; plus

(ii) the aggregate of all increases or decreases to the Backlog A330-900 Aircraft Base Price as agreed in any Specification Change Notice entered into pursuant to Subclause 2.3 after the date of execution of this Agreement and as adjusted to the Delivery Date in accordance with Subclause 4.1; plus

(iii) any other amount resulting from any other provisions of the Agreement and/or any other written agreement between the Buyer and the Seller with respect to the Backlog A330-900 Aircraft.

3.1.2. 2025 A330-900 Aircraft Price

3.1.2.1 The base price of the 2025 A330-900 Aircraft (the "**2025 A330-900 Aircraft Base Price**") is the sum of:

(i) The base price of the 2025 A330-900 Aircraft corresponding to the A330-900 Standard Specification that is applicable to the 2025 A330-900 Aircraft, including the A330-900 Propulsion Systems (excluding Buyer Furnished Equipment), as amended to incorporate the increased design weights set out in Paragraph 2.1.1(ii), which is:

[***]

And

(ii) The base price of the preliminary Specification Change Notices, as listed in Exhibit A-3.2, which for budgetary purposes can be estimated at:

[***]

3.1.2.2 The 2025 A330-900 Aircraft Base Price has been established in accordance with the economic conditions prevailing in the 2025 Base Period.

3.1.2.3 2025 A330-900 Final Contract Price

The Final Contract Price of a 2025 A330-900 Aircraft (the "**2025 A330-900 Aircraft Final Contract Price**") shall be the sum of:

(i) the 2025 A330-900 Aircraft Base Price as adjusted to the Delivery Date of such Aircraft in accordance with Subclause 4.1; plus

(ii) the aggregate of all increases or decreases to the 2025 A330-900 Aircraft Base Price as agreed in any Specification Change Notice entered into pursuant to

Subclause 2.3 after the date of execution of this Agreement and as adjusted to the Delivery Date in accordance with Subclause 4.1; plus

(iii) any other amount resulting from any other provisions of the Agreement and/or any other written agreement between the Buyer and the Seller with respect to the 2025 A330-900 Aircraft.

3.2 A350-900 Aircraft Price

3.2.1 Backlog A350-900 Aircraft Price

3.2.1.1 The Backlog A350-900 Aircraft Base Price is the sum of:

(i) the base price of the A350-900 Aircraft corresponding to the A350-900 Standard Specification (excluding BFE and ACS Equipment) that is applicable to the Backlog A350-900 Aircraft , which is:

[***]

(ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-4.1, which is:

[***]

3.2.1.2 The Backlog A350-900 Aircraft Base Price has been established in accordance with the economic conditions prevailing in the Backlog Base Period.

3.2.1.3 Airbus Contracted Supplier ("**ACS**") Equipment Price

The conditions of purchasing of ACS Equipment for the A350-900 Aircraft shall be the subject of a separate agreement between the ACS Suppliers and the Buyer. The Buyer and each ACS Supplier shall jointly communicate to the Seller the price and the associated price revision conditions at which the Seller is to place the purchase order for each ACS Equipment.

Notwithstanding the foregoing, it is understood that ACS Equipment for the A350-900 Aircraft, if any, shall be purchased by the Seller, in accordance with the agreed terms as set forth in Subclause 2.2.1.3, and invoiced to the Buyer in accordance with Subclause3.2.1.4(iii).

The following reference amounts (the "**ACS Reference Price**") may be used as a budgetary guide for the ACS Equipment for the Buyer's Aircraft:

ACS Equipment:

[***]

at economic conditions prevailing in the Backlog Base Period.

3.2.1.4 Backlog A350-900 Final Contract Price

The Final Price of the Backlog A350-900 Aircraft (the "**Backlog A350-900 Aircraft Final Contract Price**") shall be the sum of:

(i) the Backlog A350-900 Aircraft Base Price as adjusted to the Delivery Date of such Backlog A350-900 Aircraft in accordance with Subclause 4.1; and

(ii) the aggregate of all increases or decreases to the Backlog A350-900 Aircraft Base Price as agreed in any Specification Change Notice entered into pursuant to Subclause 2.3 after the date of execution of this Agreement as adjusted to the Delivery Date of such Backlog A350-900 Aircraft in accordance with Subclause 4.1; and

(iii) the price of any and all ACS Equipment selected by the Buyer in the applicable Seller's A350-900 Family Aircraft Description Document and purchased by the Seller, either at the catalogue price applicable at the time of the order (including any catalogue price revision applicable at the time of the purchase order) or at the price and associated price revision conditions jointly communicated to the Seller by the Buyer and the respective ACS Suppliers as per Subclause 2.2.1.3; and

(iv) 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 Backlog A350-900 Aircraft.

3.2.2 2025 A350-900 Aircraft Price

3.2.2.1 The 2025 A350-900 Aircraft Base Price is the sum of:

(i) the base price of the A350-900 Aircraft corresponding to the A350-900 Standard Specification (excluding BFE) that is applicable to the 2025 A350-900 Aircraft, as amended to incorporate the increased design weights set out in Paragraph 2.2.1(ii), which is:

[***]

(ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-4.2, which is:

[***]

3.2.2.2 The 2025 A350-900 Aircraft Base Price has been established in accordance with the economic conditions prevailing in the 2025 Base Period.

3.2.2.3 2025 A350-900 Final Contract Price

The Final Price of the 2025 A350-900 Aircraft (the "**2025 A350-900 Aircraft Final Contract Price**") shall be the sum of:

(i) the 2025 A350-900 Aircraft Base Price as adjusted to the Delivery Date of such 2025 A350-900 Aircraft in accordance with Subclause 4.1; and

(ii) the aggregate of all increases or decreases to the 2025 A350-900 Aircraft Base Price as agreed in any Specification Change Notice entered into pursuant to Subclause 2.3 after the date of execution of this Agreement as adjusted to the Delivery Date of such 2025 A350-900 Aircraft in accordance with Subclause 4.1; and

(iii) 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 2025 A350-900 Aircraft.

3.3 <u>A350-1000 Aircraft Price</u>

3.3.1 Backlog A350-1000 Aircraft Price

3.3.1.1 The Backlog A350-1000 Aircraft Base Price is the sum of:

(i) the base price of the Backlog A350-1000 Aircraft corresponding to the A350-1000 Standard Specification (excluding BFE) that is applicable to the Backlog A350-1000 Aircraft, which is:

[***]

(ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-6.1, which is:

[***]

3.3.1.2 The Backlog A350-1000 Aircraft Base Price has been established in accordance with the economic conditions prevailing in the Backlog Base Period.

3.3.1.3 Backlog A350-1000 Final Contract Price

The Final Price of the Backlog A350-1000 Aircraft (the "**Backlog A350-1000 Aircraft Final Contract Price**") shall be the sum of:

(i) the Backlog A350-1000 Aircraft Base Price, as adjusted to the Delivery Date of such Backlog A350-1000 Aircraft in accordance with Subclause 4.1; and

(ii) the aggregate of all increases or decreases to the Backlog A350-1000 Aircraft Base Price as agreed in any Specification Change Notice entered into pursuant to Subclause 2.3 after the date of execution of Amendment No. 18 to the Agreement, as adjusted to the Delivery Date of such Backlog A350-1000 Aircraft in accordance with Subclause 4.1; and

(iii) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the Backlog A350-1000 Aircraft."

5. PRICE REVISION

5.1 Clause 4.1 of the Agreement is deleted and replaced as follows:

"Each of the Backlog A330-900 Aircraft Base Price, the 2025 A330-900 Aircraft Base Price, the Backlog A350-900 Aircraft Base Price, the 2025 A350-900 Aircraft Base Price, and the Backlog A350-1000 Aircraft Base Price shall be revised to the actual Delivery Date of such A330-900 Aircraft, A350-900 Aircraft, and A350-1000 Aircraft, as applicable, in accordance with the Airbus Price Revision Formula set forth in Exhibit C."

6. DELIVERY

Subclauses 9.1.1 and 9.1.2 of the Agreement are deleted and replaced as follows:

"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**") and half-years (each, a "**Scheduled Delivery Semester**") set forth in the table below:

[***]

9.1.2 Where a Scheduled Delivery Semester is provided in Subclause 9.1.1, not later than [***] prior to the start of the relevant Scheduled Delivery Semester for 2025 Aircraft, and not later than [***] prior to the start of the relevant Scheduled Delivery Semester for Firmed-Up Option Aircraft, the Seller shall give the Buyer notice of the anticipated quarter within the Scheduled Delivery Semester during which each Aircraft shall be Ready for Delivery.

Where a Scheduled Delivery Quarter is provided in Subclause 9.1.1, or has been notified pursuant to the preceding paragraph, not later than [***] prior to the start of the relevant Scheduled Delivery 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, provided that no more than [***] Aircraft shall be scheduled for Delivery pursuant to this Subclause 9.1.2in any calendar month.

Until such notice, for the purpose of this Agreement, the fourth month of the Scheduled Delivery Semester or, where available, the middle month of the Scheduled Delivery Quarter shall be deemed to be the Scheduled Delivery Month."

7. BFE

The parties agree to negotiate in good faith on modifications to Clause 18 of the Agreement with a goal to enhance collaborative de-risking of BFE management. The parties shall promptly engage on BFE clause amendment text with the intent to amend, as mutually agreed, by the end of April 2026, or mutually agree to extend negotiations to the end of September 2026.

8. EXHIBITS

8.1 Exhibit A-3.2 is hereby added to the Agreement as set forth in Appendix 1 hereto.

8.2 Exhibit A-4.2 is hereby added to the Agreement as set forth in Appendix 2 hereto.

8.3 Exhibit C is deleted and replaced in its entirety as follows:

"AIRBUS PRICE REVISION FORMULA

1 BASE PRICE

The Backlog A330-900 Aircraft Base Price, the Backlog A350-900 Aircraft Base Price, and the Backlog A350-1000 Aircraft Base Price (each, a "**Backlog Aircraft Base Price**") quoted in Subclause 3.1.1.1, 3.2.1.1, and 3.3.1.1, respectively, of the Agreement and the 2025 A330-900 Aircraft Base Price, the 2025 A350-900 Aircraft Base Price and the 2025 A350-1000 Aircraft Base Price (each, a "**2025 Aircraft Base Price**") quoted in Subclause 3.1.2.1, 3.2.2.1 and 3.3.2.1, respectively of the Agreement, are subject to adjustment for [***].

2 BASE PERIOD

The Backlog Aircraft 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 [***] If: [***]

5.3 Final Index Values

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

5.4 Limitation [***]"

9. LETTER AGREEMENTS

9.1 Amended and Restated Letter Agreement No. 1 to the Agreement is cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 1 to the Agreement of even date herewith.

9.2 Amended and Restated Letter Agreement No. 2 to the Agreement is hereby cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 2 to the Agreement of even date herewith.

9.3 Letter Agreement No. 3 to the Agreement is hereby cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 3 to the Agreement of even date herewith.

9.4 Amended and Restated Letter Agreement No. 4 to the Agreement is hereby cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 4 to the Agreement of even date herewith.

9.5 Amended and Restated Letter Agreement No. 5 to the Agreement is hereby cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 5 to the Agreement of even date herewith.

9.6 Amended and Restated Letter Agreement No. 8 to the Agreement is hereby cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 8 to the Agreement of even date herewith.

9.7 Amended and Restated Letter Agreement No. 9 to the Agreement is hereby cancelled in its entirety and replaced with Amended and Restated Letter Agreement No. 9 to the Agreement of even date herewith.

10. EFFECT OF THE AMENDMENT

10.1 The Agreement will be deemed amended to the extent herein provided, and, will continue in full force and effect.

10.2 This Amendment No. 22 will supersede any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment No. 22.

10.3 Both Parties agree that this Amendment No. 22 will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment No. 22 have specific provisions that are inconsistent, the specific provisions contained in this Amendment No. 22 will govern.

11. CONFIDENTIALITY

This Amendment No. 22 and its existence shall be treated by each Party as confidential subject to the terms and conditions of Clause 22.7 of the Agreement.

12. GOVERNING LAW

12.1 THIS AMENDMENT NO. 22 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.

12.2 It is agreed that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Amendment No. 22.

13. ASSIGNMENT

This Amendment No. 22 and the rights and obligations of the Parties will be subject to the provisions of Clause 19 of the Agreement.

14. COUNTERPARTS

This Amendment No. 22 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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Agreed and Accepted:
DELTA AIR LINES, INC.

By:/s/ Kristen Bojko
Its: Vice President – Fleet

EXHIBIT A-3.2

[***]

EXHIBIT A-4.2
[***]

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 1

As of January 27, 2026

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

Re: [***]

Dear Ladies and Gentlemen,

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

This amended and restated Letter Agreement No. 1 ("**Letter Agreement No. 1**") cancels and replaces the amended and restated Letter Agreement No. 1 entered into between the Buyer and the Seller on January 11, 2024.

The 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 Backlog A330-900 Aircraft

1.1.1 In respect of each Backlog A330-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall provide to the Buyer the following [***]

(i) [***],

(ii) [***],

(iii) [***],

(iv) [***],

(v) [***],

(vi) [***],

(vii) [***],

(viii) [***], and

(ix) [***].

[***]

[***]

1.1.2 The A330-900 Aircraft [***]

1.1.3 The A330-900 Aircraft [***]

1.1.4 [***]

[***]

[***]

1.1.5 [***]

1.1.6 [***]

1.1.7 [***]

[***]

1.1.8 [***]

1.1.9 [***]

1.1.10 [***]

[***]

(i) [***]

(ii) [***]

[***]

1.1.11 <u>2018 A330-900 Aircraft [***]</u>

In respect only of each 2018 A330-900 Aircraft that is sold by the Seller and purchased by the Buyer, [***], the Seller [***]

(i) [***]

(ii) [***]

(iii) [***]

1.1.12 [***]

1.1.13 In respect of each 2018 A330-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller [***]

1.1.14 The 2018 A330-900 Aircraft [***]

1.1.15 [***]

1.1.16 Intentionally Left Blank

1.2 <u>Backlog A350-900 Aircraft</u>

1.2.1 In respect of each Backlog A350-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall provide to the Buyer the following [***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

(v) [***]

(vi) [***]

(vii) [***]

(viii) [***]

1.2.2 [***]

1.2.3 [***]

1.2.4 [***]

[***]

(i) [***]

(ii) [***]

1.2.5 [***]

1.2.6 [***]

1.2.7 [***]

[***]

[***]

[***]

1.2.8 [***]

[***]

[***]

[***]

1.2.9 [***]

[***]

(i) [***]

(ii) [***]

[***]

1.2.10 [***]

In respect only of each 2020 A350-900 Aircraft that is sold by the Seller and purchased by the Buyer [***], the Seller shall [***]

[***]

[***]

[***]

1.3 Backlog A350-1000 Aircraft

1.3.1 In respect of each Backlog A350-1000 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall [***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

(v) [***]

1.3.2 The A350-1000 Aircraft [***]

1.3.3 The A350-1000 Aircraft [***]

1.4 [***]

1.4.1 [***]

1.4.2 [***]

1.5 2025 A330-900 Aircraft

1.5.1 In respect of each 2025 A330-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall [***]

(i) [***]

(ii) [***]

1.5.2 The 2025 A330-900 Aircraft [***]

1.5.3 In respect of each 2025 A330-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall [***]

1.5.4 [***]

1.6 2025 A350-900 Aircraft

1.6.1 In respect of each 2025 A350-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall [***]

(i) [***]

(ii) [***]

1.6.2 The 2025 A350-900 Aircraft [***]

1.6.3 In respect of each 2025 A350-900 Aircraft that is sold by the Seller and purchased by the Buyer, the Seller shall [***]

1.6.4 [***]

1.7 [***]

[***]

1.8 [***]

2 [***]

2.1 [***]

2.2 [***]

2.3 [***]

2.4 [***]

2.5 [***]

2.6 [***]

3 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.

4 CONFIDENTIALITY

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

5 COUNTERPARTS

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

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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 2

As of January 27, 2026

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

Re: [***]

Dear Ladies and Gentlemen,

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

This amended and restated Letter Agreement No. 2 ("**Letter Agreement No. 2**") cancels and replaces the amended and restated Letter Agreement No. 2 entered into between the Buyer and the Seller on January 11, 2024.

The 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 [***]

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

“5.2.1 [***]

5.2.2 [***]
5.2.3 [***]

5.2.3.1 [***]

[***]

[***]

[***]

[***]

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

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and,

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and,

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and,

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and,

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and,

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and,

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and,

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[***]	[***]

5.2.3.2 [***]

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

5.2.3.3 [***]

[***]

[***]

5.2.3.4 [***]

[***]

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

[***]

[***]

2 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.

3 CONFIDENTIALITY

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

4 COUNTERPARTS

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

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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

Appendix 1: [***]

[***]

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 3

As of January 27, 2026

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

Re: [***]

Dear Ladies and Gentlemen,

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

This amended and restated Letter Agreement No. 3 ("**Letter Agreement No. 3**") cancels and replaces Letter Agreement No. 3 entered into between the Buyer and the Seller on January 11, 2024.

The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 3 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. 3.

Both parties agree that this Letter Agreement No. 3 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. 3 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 3 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 3 shall govern.

0. [***]

1. [***]

1.1 [***]

1.1.1 [***]

1.1.2 [***]

1.1.3 [***]

1.1.4 [***]

1.2 [***]

1.2.1 [***]

1.2.2 [***]

1.2.3 [***]

1.2.4 [***]

1.3 [***]

1.3.1 [***]

1.3.2 [***]

1.3.3 [***]

1.3.4 [***]

2. [***]

2.1 [***]

2.1.1 [***]

2.1.2 [***]

2.1.3 [***]

2.2 [***]

2.2.1 [***]

2.2.2 [***]

2.2.3 [***]

2.3 [***]

3. [***]

3.1 [***]

3.1.1 [***]

3.1.2 [***]

3.1.3 [***]

3.2 [***]

3.2.1 [***]

3.2.2 [***]

3.2.3 [***]

3.3 [***]

4. [***]

5. [***]

5.1 [***]

5.1.1 [***]

5.1.2 [***]

5.1.3 [***]

5.1.4 [***]

5.2 [***]

5.2.1 [***]

5.2.2 [***]

5.2.3 [***]

5.2.4 [***]

5.2.5 [***]

6. [***]

7. [***]

7.1 [***]

7.2 [***]

7.3 [***]

7.4 [***]

7.5 [***]

8. [***]

8.1 [***]

8.1.1 [***]

8.1.2 [***]

8.1.3 [***]

8.2 [***]

8.2.1 [***]

8.2.2 [***]

8.2.3 [***]

8.2.4 [***]

8.2.5 [***]

8.2.5.1 [***]

8.2.5.2 [***]

8.2.5.3 [***]

8.2.5.4 [***]

8.2.5.5 [***]

8.3 [***]

8.4 [***]

9. ASSIGNMENT

This Letter Agreement No. 3 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.

10. CONFIDENTIALITY

This Letter Agreement No. 3 is subject to the terms and conditions of Subclause 22.7 of the Agreement.

11. COUNTERPARTS

This Letter Agreement No. 3 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

APPENDIX 1

EXHIBIT A-6.2

[***]

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 4

As of January 27, 2026

Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, Georgia 30354

Re: [***]

Dear Ladies and Gentlemen,

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

This amended and restated Letter Agreement No. 4 ("**Letter Agreement No. 4**") cancels and replaces the amended and restated Letter Agreement No. 4 entered into between the Buyer and the Seller on December 30, 2024.

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

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

1. [***]

The Seller hereby grants to the Buyer the following flexibility rights [***]

1.1 <u>A330-900 Flexibility</u>

1.1.1 [***]

1.1.1.1 The Seller grants the Buyer the right to [***] certain firmly ordered A330-900 [***] subject to the following [***]:

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.1.1.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

[***]

1.1.1.3 [***]

[***]

(i) [***]

(ii) [***]

[***]

1.1.1.4 [***]

1.1.1.4.1 [***]

(i) [***]

(ii) [***]

[***]

(a) [***]

(b) [***]

(c) [***]

1.1.1.4.2 [***]

1.1.1.4.3 [***]

1.1.2 Intentionally Left Blank

1.2 [***]

1.2.1 [***]

1.2.1.1 [***]

(i) [***]

(ii) [***]

(iii) [***]

1.2.1.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.1.3 [***]

[***]

(i) [***]

(ii) [***]

[***]

1.2.2 [***]

1.2.2.1 [***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.2.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.2.3 [***]

[***]

(i) [***]

(ii) [***]

1.2.3 Intentionally Deleted

1.2.4 [***]

1.2.4.1 [***]

(i) [***]

(ii) [***]

1.2.4.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

(v) [***]

1.2.4.3 [***]

[***]

(i) [***]

(ii) [***]

1.2.5 [***]

1.2.5.1 [***]

(i) [***]

(ii) [***]

(iii) [***]

1.2.5.2 [***]

[***]

(i) [***]

(ii) [***]

[***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.5.3 [***]

[***]

(i) [***]

(ii) [***]

(a) [***]

(b) [***]

[***]

(i) [***]

(ii) [***]

[***]

(iii) [***]

(iv) [***]

[***]

(v) [***]

(vi) [***]

1.2.5.4 [***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.6 [***]

1.2.6.1 [***]

(i) [***]

(a) [***]

(b) [***]

(ii) [***]

(iii) [***]

(a) [***]

(b) [***]

(iv) [***]

(v) [***]

1.2.6.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.6.3 [***]

[***]

(i) [***]

(ii) [***]

1.2.7 [***]

1.2.7.1 [***]

1.2.7.2 2025 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.7.3 [***]

[***]

(i) [***]

(ii) [***]

[***]

1.2.8 [***]

1.2.8.1 [***]

(i) [***]

(ii) [***]

(a) [***]

(b) [***]

(c) [***]

(iii) [***]

(iv) [***]

1.2.8.2 [***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

(iv) [***]

1.2.8.3 [***]

[***]

(i) [***]

(ii) [***]

1.3 General Provisions Applicable to [***]

1.3.1 [***]

1.3.2 [***]

1.3.3 [***]

1.3.4 [***]

2. [***]

2.1 Intentionally Deleted.

2.2 [***]

(i) [***]

(ii) [***]

(iii) [***]

2.3 [***]

(i) [***]

(ii) [***]

2.4 [***]

(i) [***]

(ii) [***]

(iii) [***]

2.5 [***]

(a) [***]

(b) [***]

(c) [***]

[***]

[***]

(i) [***]

(ii) [***]

(iii) [***]

[***]

(a) [***]

(b) [***]

(c) [***]

2.6 [***]

2.7 [***]

(i) [***]

(ii) [***]

3. ASSIGNMENT

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

4. CONFIDENTIALITY

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

5. COUNTERPARTS

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

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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 5

As of January 27, 2026

Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, Georgia 30354

Re: [***]

Dear Ladies and Gentlemen,

Delta Air Lines, Inc. (the "**Buyer**") and Airbus S.A.S. (the "**Seller**") have entered into an Airbus A330-900 Aircraft and A350-900 Aircraft Purchase Agreement on November 24, 2014 (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. 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.

This amended and restated Letter Agreement No. 5 (hereinafter referred to as the "**Letter Agreement**"), dated as of the date hereof, cancels and replaces the amended and restated Letter Agreement No. 5 entered into between the Buyer and the Seller on December 30, 2024.

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 [***]

1.1 [***]

1.1.1 [***]

[***]

[***]

1.1.2 [***]

1.1.3 [***]

1.2 [***]

1.2.1 [***]

1.2.2 [***]

1.3 [***]

1.3.1 [***]

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1.3.2 [***]

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2 [***]

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2.1.1 Intentionally Left Blank

2.1.2 Intentionally Left Blank

2.1.3 Intentionally Left Blank

2.2 [***]

[***]

2.3 [***]

[***]

2.4 [***]

[***]

2.5 [***]

[***]

2.6 [***]

[***]

2.7 [***]

[***]

2.8 [***]

2.8.1 [***]

2.8.2 [***]

2.9 [***]

2.10 [***]

2.10.1 [***]

[***]

2.10.2 [***]

[***]

2.10.3 [***]

[***]

2.10.4 [***]

2.10.5 [***]

2.10.6 [***]

2.10.6.1 [***]

2.10.6.2 [***]

2.10.6.3 [***]

2.10.6.4 [***]

2.10.6.5 [***]

3 [***]

3.1 [***]

3.2 [***]

3.3 [***]

3.4 [***]

4 CLAUSE 2 – SPECIFICATION

Clause 2 of the Agreement is deleted in its entirety and replaced with Clause 2 attached hereto as Appendix 4.

5 [***]

5.1 [***]

5.2 [***]

5.3 [***]

5.4 [***]

5.5 [***]

5.6 [***]

5.7 [***]

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. 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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

APPENDIX 1
[***]

[***]

APPENDIX 2

[***]

APPENDIX 3

[***]

2 SPECIFICATIONS

2.1 A330-900 Aircraft Specification

2.1.1 Aircraft Specification

(i) The A330-900 Aircraft shall be manufactured in accordance with the corresponding A330-900 Standard Specification, as may have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Exhibit A-3.

The applicable standard design weights (Maximum Take-off Weight (“**MTOW**”), Maximum Landing Weight (“**MLW**”) and Maximum Zero Fuel Weight (“**MZFW**”)) of the A330-900 Aircraft are the following:

	MTOW	**MLW**	**MZFW**
A330-900 Aircraft	[***]	[***]	[***]

(ii) Notwithstanding the provisions of Subparagraph 2.1.1(i) above, with respect to the Firmed-Up A330-900 Option Aircraft and the 2025 A330-900 Aircraft the Buyer has selected the following design weights for the Aircraft:

	MTOW	**MLW**	**MZFW**
A330-900 Aircraft	[***]	[***]	[***]

2.1.2 Propulsion Systems

The A330-900 Aircraft shall be equipped with a set of two (2) Rolls-Royce Trent 7000[***] engines (the “**A330-900 Propulsion Systems**”), with a nominal thrust of [***].

[***]

2.1.3 A330-900 Aircraft Milestones

2.1.3.1 Customization Milestones Chart

2.1.3.2 [***], the Seller shall provide the Buyer with a customization milestone chart (the “**A330-900 Customization Milestone Chart**”), setting out how far in advance of the Scheduled Delivery Month or Quarter, as applicable, of the A330-900neo 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**”).

2.1.3.3 Contractual Definition Freeze

The A330-900 Customization Milestone Chart shall include 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**."

2.2 A350 Aircraft Specification

2.2.1 A350-900 Aircraft Specification

(i) The A350-900 Aircraft shall be manufactured in accordance with the A350-900 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.

The applicable standard design weights (Maximum Take-off Weight ("**MTOW**"), Maximum Landing Weight ("**MLW**") and Maximum Zero Fuel Weight ("**MZFW**")) of the A350-1000 Aircraft are the following:

	MTOW	**MLW**	**MZFW**
A350-900 Aircraft	[***]	[***]	[***]

(ii) Notwithstanding the provisions of Subparagraph 2.2.1(i) above, with respect to the Firmed-Up A350-900 Option Aircraft and the 2025 A350-900 Aircraft the Buyer has selected the following design weights for the Aircraft:

	MTOW	**MLW**	**MZFW**
A350-900 Aircraft	[***]	[***]	[***]

2.2.1.1 [***]

[***]

2.2.1.2 A350XWB Family Aircraft – Comprehensive Offer

In addition to the A350-900 Standard Specification and for the purpose of offering a comprehensive view of the available standard and optional A350XWB Family Aircraft features at the current stage of the development process, the Seller has also issued an A350XWB Family Aircraft Description Document. This document includes, in addition to the basic aircraft features and functionalities set forth in the A350-900 Standard Specification under sections marked "Customization", the options foreseen at the date hereof. For the sake of clarity, it is agreed and understood that such options constitute the Seller's customization offer. When such options call for the installation of equipment, such equipment shall be either SFE, ACS Equipment or BFE, as applicable at the time of customization of the A350-900 Aircraft.

2.2.1.3 The appendix to the A350XWB Family ADD lists the equipment that shall be ACS Equipment. Such ACS Equipment shall be supplied by manufacturers qualified by the Seller as ACS Suppliers. Those contracted at the date hereof are listed in the A350XWB Family ADD. The Buyer shall select the ACS Equipment from the A350XWB Family ADD applicable at the time of the corresponding customization, by the dates specified in the A350-900 Customization Milestone Chart. The Buyer shall confirm its selection by written notice to the Seller by the date set forth in the A350-900 Customization Milestone Chart, which will be subsequently formalized through the SCN process described in Subclause 2.3.1.

The Seller shall purchase and take title to the ACS Equipment, if applicable. The Seller shall place the purchase order for the ACS Equipment either:

(a) at the price and associated price revision conditions jointly notified to the Seller by the Buyer and the ACS Supplier, or

(b) at the catalogue price applicable to such ACS Equipment at the time of the order.

[***]

The format and recipient of the above notification shall be indicated to the Buyer during the customization process.

2.2.1.4 Without prejudice to Subclause 22.11 of the Agreement, in the event of any inconsistency between the terms of this Agreement and the terms contained in the A350-900 Standard Specification, the terms of this Agreement shall prevail over the terms of the A350-900 Standard Specification, to the extent of such inconsistency. For the purpose of this Subclause 2.2.1.4, the term Agreement shall not include the A350-900 Standard Specification.

2.2.2 A350-900 Aircraft Propulsion Systems

The A350-900 Airframe shall be equipped with a set of two (2) Trent-XWB84 engines (the "**A350-900 Propulsion Systems**"). The A350-900 Propulsion Systems designation is received from the Propulsions Systems Manufacturer and is subject to amendment by the Propulsion Systems Manufacturer at any time prior to the Delivery Date. If the Propulsion Systems Manufacturer makes any such amendment related to the designation, the amendment related to the designation shall be automatically incorporated into this Agreement and the Propulsion Systems designation shall be adjusted accordingly. The Seller agrees to notify the Buyer as soon as it receives notice of any such amendment from the Propulsion Systems Manufacturer.

2.2.3 A350-900 Aircraft Milestones

2.2.3.1 A350-900 Contractual Definition Freeze Date

The A350-900 Customization Milestone Chart defined in Subclause 2.2.3.2 hereunder and as set forth in Appendix 3 to Letter Agreement No. 5 to the Agreement shall define the date(s) by which the contractual definition of the A350-900 Aircraft must be finalized and all SCNs need to have been executed by the Buyer (the "**A350-900 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.

2.2.3.2 A350-900 Customization Milestone Chart

The Seller has provided the Buyer with a customization milestones chart (the "**A350-900 Customization Milestone Chart**"), setting out how far in advance of the Scheduled Delivery Month of the A350-900 Aircraft:

- the Buyer needs to take certain decisions and actions; and
- the Buyer needs to provide certain information and documentation; and
- the Buyer needs to notify the Seller of the BFE Seats, together with the selected In-Flight Entertainment equipment (the "**BFE IFE**"), and associated BFE Suppliers selected by the Buyer, if applicable; such notification to be made in advance of the Initial Technical Coordination Meeting (ITCM); and
- the Buyer needs to notify the Seller of the ACS Seats, together with the selected In-Flight Entertainment equipment supplied by an ACS Supplier (the "**ACS IFE**") (it being understood that any IFE to be incorporated into ACS Seats shall be exclusively ACS IFE equipment), and associated ACS Suppliers selected by the Buyer; such notification to be made in advance of the Cabin Definition Closure Meeting (CDCM); and
- the CDCM for ACS Equipment and the ITCM for BFE Seats, if applicable, shall be held at the A350XWB Customer Definition Centre in Hamburg, Germany, [***]; and
- SCNs must be executed in order to integrate into the A350-900 Aircraft Specification any items requested by the Buyer from the options set forth in the Seller's A350XWB Family ADD applicable at the time of customization or any other items that the Buyer wishes to have installed in the A350-900 Aircraft as per Subclauses 2.2.4 and 18.

2.2.4 A350-900 Aircraft Cabin Customization

2.2.4.1 Notwithstanding Subclause 2.2.3.2, it is the Seller's aim to provide the Buyer with flexibility with regard to the definition of the specification of the A350-900 Aircraft cabin, while maintaining the Scheduled Delivery Month of the A350-900 Aircraft. The Buyer may hence proceed with the definition of the cabin exclusively through the selection of catalogue cabin solutions and options ("**Catalogue Items**") developed by the Seller in the A350XWB Family ADD applicable at the time of customization, or may in addition thereto elect to opt for BFE Premium Class Seats, as defined in Subclause 2.2.4.2 hereunder.

2.2.4.2 Alternative BFE Premium Seats for First and Business Class

In addition to the Catalogue Items chosen in the A350XWB Family ADD as set forth in 2.2.4.1, the Buyer may submit to the Seller for consideration specific alternative BFE premium seats for first and business class (the "**BFE Premium Class Seats**"). Such BFE Premium Class Seats shall be subject to the provisions of Subclause 18.2 (except that if the Buyer selects the Vantage XL Seat (the "**Vantage XL Seat**"), supplied by Thompson, such BFE Premium Class Seats shall be deemed BFE and shall be subject to the provisions of Subclause 18.1 and not Subclause 18.2), as well as the following prerequisites:

- they shall, with the exception of the Vantage XL Seat, be manufactured exclusively by suppliers, who have signed an ACS agreement with the Seller and who are qualified by the Seller as ACS Suppliers of seats; and
- they shall be compliant with the interfaces predefined by the Seller and communicated to the above ACS Suppliers and, in the case of the Vantage XL Seat, communicated to Thompson to meet the applicable requirements as per Subclause 18.1.2; and
- any IFE equipment to be incorporated into the BFE Premium Class Seats or the qualified in-seat IFE equipment, shall be exclusively BFE items developed by a qualified ACS Supplier.

If the Buyer does not, [***]prior to the ITCM (the "**BFE Supplier Data Submission Date**"), supply the Seller with the BFE Supplier Data necessary to successfully pass the first seat maturity gate of the BFE Premium Class Seats (the "**BFE Supplier Data**"), the possibility for the Buyer to select BFE Premium Class Seats shall automatically lapse in respect of those A350-900 Aircraft that are impacted by lack of availability of the BFE Supplier Data (the "**Impacted A350-900 Aircraft**") and the Buyer shall have the option of selecting Catalogue Item application. In absence of such selection, the Seller shall propose to the Buyer a seat from its catalogue of available seats that meets the Buyer's requirements as closely as possible and the Buyer shall have five (5) Business Days to accept or reject the Seller's proposal. If the Buyer does not respond to the Seller or if the Buyer rejects the Seller's proposal, the Buyer shall be deemed to have opted for no premium class seats to be installed on the Impacted A350-900 Aircraft and such Aircraft shall be delivered without (i) premium class seats and (ii) any BFE IFE for which the BFE Supplier Data may have already been supplied by the Buyer to the Seller. Should the Buyer provide the BFE Supplier Data to the Seller after the BFE Supplier Data

Submission Date, the Seller shall assess, based on its then existing industrial constraints, which A350-900 Aircraft shall be delivered to the Buyer with the selected BFE Premium Class Seat and the Seller shall notify the Buyer in writing of the results of such assessment.

It is agreed and understood that it shall be the Buyer's sole responsibility to ensure that all studies and engineering developments shall have been performed in due time, in anticipation of providing the corresponding BFE Engineering Definition for such BFE Premium Class Seats and associated BFE IFE equipment, including the associated Declaration of Design and Performance.

2.2.5 A350-1000 Aircraft Specification

2.2.5.1 The A350-1000 Aircraft shall be manufactured in accordance with the A350-1000 Standard Specification, as may already have been modified or varied prior to the date of Amendment No. 18 to the Agreement by the Specification Change Notices listed in Exhibit A-6.

2.2.5.2 The applicable standard design weights (Maximum Take-off Weight ("**MTOW**"), Maximum Landing Weight ("**MLW**") and Maximum Zero Fuel Weight ("**MZFW**")) of the A350-1000 Aircraft are the following:

	MTOW	**MLW**	**MZFW**
A350-1000 Aircraft	[***]	[***]	[***]

2.2.5.3 Notwithstanding the provisions of Subparagraph 2.2.5.2 above, the Buyer has selected the following design weights for the Aircraft as set forth in Exhibit A-6:

	MTOW	**MLW**	**MZFW**
A350-1000 Aircraft	[***]	[***]	[***]

2.2.5.4 A350-1000 Propulsion Systems

The A350-1000 Airframe shall be equipped with a set of two (2) Trent-XWB97 engines (the "**A350-1000 Propulsion Systems**"). The A350-1000 Propulsion Systems designation is received from the Propulsions Systems Manufacturer and is subject to amendment by the Propulsion Systems Manufacturer at any time prior to the Delivery Date. If the Propulsion Systems Manufacturer makes any such amendment related to the designation, the amendment related to the designation shall be automatically incorporated into this Agreement and the Propulsion Systems designation shall be adjusted accordingly. The Seller agrees to notify the Buyer as soon as it receives notice of any such amendment from the Propulsion Systems Manufacturer.

2.2.5.5 A350-1000 Aircraft Customization Milestones

2.2.5.5.1 A350-1000 Customization Milestones Chart

[***], the Seller shall provide the Buyer with customization milestone charts (the "**A350-1000 Customization Milestone Chart**"), setting out how far in advance of the Scheduled Delivery Month or Quarter, as applicable, of the A350-1000 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**").

2.2.5.5.2 Contractual Definition Freeze

The A350-1000 Customization Milestone Chart shall include the date(s) by which the contractual definition of the A350-1000 Aircraft must be finalized and all SCNs need to have been executed by the Buyer (the "**A350-1000 Contractual Definition Freeze**") in order to enable their incorporation into the manufacturing of the A350-1000 Aircraft and Delivery of the A350-1000 Aircraft in the Scheduled Delivery Month. Each such date shall be referred to as an "**A350-1000 CDF Date**."

2.3 Specification Amendment

The parties understand and agree that the A350-900 Standard Specification, the A350-1000 Standard Specification, and the A330-900 Standard Specification may be further amended following signature of this Agreement in accordance with the terms of this Subclause 2.3.

The preliminary SCN budgets set forth in Exhibit A-3 are budgetary estimates only and the A330-900 Aircraft shall be manufactured in accordance with the A330-900 Standard Specification as amended by all executed SCNs pursuant to this Clause 2.3.

2.3.1 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.

2.3.2 [***]

2.3.2.1 [***]

2.3.2.2 [***]

2.3.3 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 2.3.3.

2.3.3.1 Manufacturer Specification Change Notices

The Specification may be amended by the Seller through a manufacturer specification change notice (“**Manufacturer Specification Change Notice**” or “**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 MSCN, 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, [***].

For the purposes of Subclause 2.3.3.1, the term “equipment obsolescence” refers to equipment which is no longer manufactured or available commercially.

2.3.3.2 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.

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 8

As of January 27, 2026

Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, Georgia 30354

Re: [***]

Dear Ladies and Gentlemen,

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

This amended and restated Letter Agreement No. 8 ("**Letter Agreement No. 8**") cancels and replaces the amended and restated Letter Agreement No. 8 entered into between the Buyer and the Seller on December 30, 2024.

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

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

1 WARRANTIES

1.1 Warranties and Service Life Policy

1.1.1 Standard Warranty

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

[***]

1.1.2 Seller Service Life Policy

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

"12.2.2 Periods and Seller's Undertaking

Subject to the general conditions and limitations set forth in Subclause 12.2.4 below, the Seller agrees that if a Failure occurs in an Item within [***] 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

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

"14.6 Revision Service

[***]

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

[***]

3 [***]

3.1 [***]

3.1.1 [***]

3.1.1.1 [***]

3.1.1.2 [***]

[***]

(a) [***]

(i) [***], and

(ii) [***], and,

(b) [***].

[***]

[***]

3.1.2 [***]

[***]

[***]

(A) [***]

(B) or by:

(i) [***], and

(ii) [***].

[***]

[***]

3.1.3 [***]

3.1.3.1 [***]

(i) [***], and

(ii) [***].

[***]

3.1.3.2 [***]

(i) [***], and

(ii) [***].

[***].

3.2 [***]

3.2.1 [***]

3.2.1.1 [***]

3.2.1.2 [***]

[***]

(a) [***]

(i) [***], and

(ii) [***], and

(b) [***].

3.2.1.3 [***]

3.2.2 [***]

[***]

3.2.3 [***]

3.2.3.1 [***]

(i) [***], and

(ii) [***].

3.2.3.2 [***]

(i) [***], and

(ii) [***].

3.2.4 [***]

[***]

3.3 [***]

3.3.1 [***]

[***]

3.3.2 [***]

3.3.2.1 [***]

3.3.2.2 [***]

3.3.3 [***]

3.3.3.1 [***]

3.3.3.1.1 [***]

3.3.3.1.2 [***]

3.3.3.2 [***]

[***]

3.3.4 [***]

3.3.4.1 [***]

(i) [***], and

(ii) [***].

3.3.4.2 [***]

(i) [***], and

(ii) [***].

3.3.5 [***]

[***]

4 [***]

4.1 [***]

4.2 [***]

5 [***]

6 [***]

6.1 [***]

6.1.1 [***]

6.1.2 [***]

6.2 [***]

6.2.1 [***]

6.2.2 [***]

6.3 [***]

7 [***]

8 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.

9 CONFIDENTIALITY

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

10 COUNTERPARTS

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

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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

Appendix A: [***]

[***]

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED LETTER AGREEMENT NO. 9

As of January 27, 2026

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

Re: [***]

Dear Ladies and Gentlemen,

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

This amended and restated Letter Agreement No. 9 ("**Letter Agreement No. 9**") cancels and replaces Letter Agreement No. 9 entered into between the Buyer and the Seller on January 11, 2024.

The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 9 certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement No. 9 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. 9.

Both parties agree that this Letter Agreement No. 9 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. 9 shall be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement No. 9 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement No. 9 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 No. 9.

1.2 For the purposes of this Letter Agreement No. 9, 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

[***]

3.2 [***]

3.2.1 [***]

3.2.2 [***]

[***]

3.2.3 [***]

4 [***]

4.1 [***]

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 [***]

6 [***]

[***]

7 [***]

[***]

8 ASSIGNMENT

This Letter Agreement No. 9 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.

9 CONFIDENTIALITY

This Letter Agreement No. 9 is subject to the terms and conditions of Subclause 22.7 of the Agreement.

10 COUNTERPARTS

This Letter Agreement No. 9 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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/ Paul Domejean
Its: Senior Vice President Commercial Offering & Pricing

Accepted and Agreed

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko
Its: Vice President – Fleet

PURCHASE AGREEMENT NUMBER PA-05602

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

Relating to

Boeing Model 787 Aircraft

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PURCHASE AGREEMENT NO. PA-05602

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

This Purchase Agreement No. PA-05602 between The Boeing Company (**Boeing**), a Delaware corporation, and Delta Air Lines, Inc. (**Customer**), a Delaware corporation, binding and in full force and effect on the date executed below (**Effective Date**), relating to the purchase and sale of model 787-10 aircraft (together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, **Purchase Agreement**), supersedes, as to the Aircraft (as defined in Article 1.1 below) set forth in Table 1 to this Purchase Agreement, the terms and conditions of Aircraft General Terms Agreement No. AGTA-DAL dated as of October 21, 1997 (as amended and supplemented, **AGTA**) between Boeing and Customer (collectively, the **Parties**). To the extent that the terms and conditions of the Customer Services General Terms Agreement ("CSGTA") agreed between Boeing and Customer conflict with the terms and conditions of this Purchase Agreement, the terms and conditions of this Purchase Agreement shall control.

1. Subject Matter of Sale.

1.1 Aircraft Quantity, Model and Description. Boeing will manufacture and sell to Customer, and Customer will purchase from Boeing, aircraft designated as model 787-10 aircraft (collectively, **Aircraft**) conforming to the configuration described in Exhibit A, "Aircraft Configuration" to this Purchase Agreement in the quantities listed in Table 1, *787-10 Aircraft* [***] to this Purchase Agreement.

1.2 Customer Support. Exhibit B, "Customer Support Document" to this Purchase Agreement, contains the obligations of Boeing relating to Materials (as defined in Part 3 thereof), training, services, and other things in support of the Aircraft.

1.3 Product Assurance. Exhibit C, "Product Assurance Document" to this Purchase Agreement, contains the obligations of Boeing and the suppliers of equipment installed in each Aircraft at delivery relating to warranties, [***] and service life policies.

1.4 Buyer Furnished Equipment. Exhibit D, "Buyer Furnished Equipment Provisions Document" to this Purchase Agreement, contains the obligations of Customer and Boeing with respect to equipment purchased and provided by Customer, which Boeing will receive, inspect, store, and install in an Aircraft before delivery to Customer. This equipment is defined as Buyer Furnished Equipment (**BFE**).

2. Delivery Schedule.

2.1 The scheduled months of delivery of the Aircraft are listed in Table 1 to this Purchase Agreement.

2.2 Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

3. Price, Taxes, and Payment.

3.1 Price.

3.1.1 **Advance Payment Base Price** or **APBP** is defined as the estimated price of an Aircraft rounded to the nearest thousand U.S. dollars, [***] as set forth in Table 1 to this Purchase Agreement. The Advance Payment Base Prices listed in Table 1 to this Purchase Agreement [***] of this Purchase Agreement [***].

3.1.2 **Aircraft Basic Price** [***]. The Aircraft Basic Price is listed in Table 1 to this Purchase Agreement and is [***] in accordance with the terms of this Purchase Agreement.

3.1.3 **Aircraft Price** is defined as the total amount Customer is to pay for an Aircraft at the time of delivery, [***] and other price adjustments made pursuant to this Purchase Agreement.

3.1.4 **Airframe Price** is defined as the price of the airframe for the model of Aircraft set forth in Table 1 to this Purchase Agreement. [***]

3.1.5 **Engine Price** is defined as the price of the Engine [***] identified on Table 1 to this Purchase Agreement.

3.1.6 [***]

3.1.7 **Engine Adjustment** is defined as the price adjustment to the Engine Price resulting from [***] to this Purchase Agreement.

3.1.8 [***] **Features Prices** are defined as the prices for [***] features selected by Customer for the Aircraft identified in Table 1 to this Purchase Agreement.

3.2 Taxes.

3.2.1 **Tax** or **Taxes** is defined as all taxes, fees, charges, or duties and any interest, penalties, fines, or other additions to tax, including, but not limited to sales, use, value added, gross receipts, stamp, excise, transfer, and similar taxes imposed by any domestic or foreign taxing authority on or with respect to the sale, delivery, transfer, or storage of any Aircraft, BFE, or other things furnished under this Purchase Agreement. Customer agrees to pay, and to indemnify and hold Boeing harmless from all Taxes, whether imposed on Boeing or on Customer; provided, however, Customer shall not be required to pay, and Boeing shall indemnify and hold Customer harmless from, any taxes imposed upon or measured by the net or gross income or excess profits, receipts, capital, franchise, or net worth of Boeing or are business privilege taxes of Boeing. Boeing shall separately state the amount of any Taxes on its invoice. Customer shall not be required to indemnify Boeing for any Taxes which Customer has paid directly to a Taxing authority as required by law. Taxes shall exclude any and all penalties, fines, similar fees or other assessments imposed by a country or governing body as a result of any violation of competition or antitrust law. [***]

3.2.2 Contests. If a claim is made against any Party for Taxes with respect to which the other Party is liable for a payment or indemnity hereunder, the Party making such claim will promptly give the other Party notice in writing [***].

Customer may, in good faith, and with due diligence at its own expense, contest in Customer's name the validity, applicability or amount of such Taxes. Boeing agrees to cooperate to the extent reasonably requested by Customer. If either Party receives any refund on account of any suit or action for a Tax for which the other Party has provided funds hereunder, such Party shall promptly, but in any event within [***] remit such refund to the other Party, together with any interest refunded on such amount.

3.3 Payment.

3.3.1 [***]

3.3.2 Payment at Delivery. Customer will pay the Aircraft Price of each Aircraft, [***] at delivery of each such Aircraft.

3.3.3 Form of Payment. Customer will make all payments to Boeing by unconditional wire transfer of immediately available funds in United States Dollars in a bank account in the United States designated by Boeing.

3.3.4 Delivery Invoice. On or about [***], Boeing shall submit an invoice to Customer for such Aircraft setting forth in detail the calculations required by Article 3.3.3 above; provided, however, Boeing may update the invoice prior to the delivery of an Aircraft to reflect any applicable pricing adjustment.

4. Regulatory Requirements and Certificates.

4.1 Certificates. Boeing will manufacture each Aircraft to conform to the appropriate Type Certificate issued by the United States Federal Aviation Administration (**FAA**) for the specific model of Aircraft and will obtain from the FAA and furnish to Customer at delivery of each Aircraft either an FAA Airworthiness Certificate or, if requested by Customer, an Export Certificate of Airworthiness issued pursuant to Part 21 of the Federal Aviation Regulations. [***]

4.2 FAA or Applicable Regulatory Authority Manufacturer Changes.

4.2.1 A **Manufacturer Change** is defined as [***]

4.3 FAA Operator Changes.

4.3.1 An **Operator Change** is defined as [***]

4.3.2 Boeing will deliver each Aircraft with Operator Changes incorporated or, at Boeing's option, with suitable provisions for the incorporation of such Operator Changes, at Boeing's cost.

4.4 Export License. [***]

5. Detail Specification; Changes.

5.1 Configuration Changes. The **Detail Specification** is defined as the Boeing document that describes the configuration of each Aircraft purchased by Customer. [***]

5.2 Development Changes. **Development Changes** are defined as [***]

5.3 Notices. Boeing will promptly notify Customer of any amendments to a Detail Specification and will work in good faith with Customer regarding its concerns about such amendment.

6. Representatives, Inspection, Demonstration Flights, Test Data and Performance Guarantee Compliance.

6.1 [***]

6.2 Inspection. Customer's representatives may inspect each Aircraft, and all components obtained therefor, at any reasonable time during business hours at the facilities of Boeing [***] provided such inspection shall be conducted pursuant to procedures reasonably agreed between Boeing, [***] and Customer and does not unduly disrupt or interfere with Boeing's [***] manufacturing process or performance under this Purchase Agreement.

6.3 Demonstration Flights. Prior to delivery, Boeing will fly each Aircraft up to [***] to demonstrate to Customer the function of the Aircraft and its equipment using Boeing's production flight test procedures. Customer may designate up to [***] to participate as observers.

6.4 [***]

6.5 [***]

7. Delivery.

7.1 Notices of Delivery Dates. Boeing will notify Customer of the approximate delivery date of each Aircraft [***]

7.2 Place of Delivery. Each Aircraft will be delivered at a facility selected by [***] in the same state as the primary assembly plant for the Aircraft.

7.3 Bill of Sale. At delivery of an Aircraft, Boeing will provide Customer a bill of sale conveying good title, free of all liens, claims, charges, and encumbrances of any kind whatsoever and such other appropriate documents of title as Customer may reasonably request.

7.4 [***]

8. [***]

9. [***]

10. Assignment, Resale, or Lease.

10.1 Assignment. This Purchase Agreement is for the benefit of the Parties and their respective successors and assigns. No rights or duties of either Party may be assigned or delegated, or contracted to be assigned or delegated, without the prior written consent of the other Party, except:

10.1.1 Either Party may assign its interest to a corporation that (i) results from any merger, reorganization, or acquisition of such Party and (ii) acquires substantially all the assets of such Party;

10.1.2 Boeing may assign any of its rights and duties to any wholly-owned subsidiary of Boeing.

10.1.3 [***]

10.2 Transfer by Customer at Delivery. Boeing will take any requested action reasonably required for the purpose of causing an Aircraft, at time of delivery, to be subject to an equipment trust, conditional sale, lien, or other arrangement for Customer to finance the Aircraft. However, no such action will require Boeing to divest itself of title to or possession of the Aircraft until delivery of and payment for the Aircraft. A sample form of assignment acceptable to Boeing is attached as Appendix II to this Purchase Agreement.

10.3 Post-Delivery Sale or Lease by Customer. If, following delivery of an Aircraft, Customer sells or leases the Aircraft (including any sale and lease-back to seller for financing purposes), Customer may assign some or all of its rights with respect to the Aircraft under the Purchase Agreement to the purchaser or lessee of such Aircraft, and all such rights will inure to the benefit of such purchaser or lessee effective upon Boeing's receipt of the written agreement of the purchaser or lessee, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the Purchase Agreement. Sample forms of notice to Boeing of such assignments giving examples of language acceptable to Boeing are attached as Appendices III, IV, VIII, IX and X to this Purchase Agreement, [***].

10.4 Notice of Post-Delivery Sale or Lease. In the event Customer desires to assign any rights under the Purchase Agreement to such party, Customer will give notice to Boeing as soon as practicable of the sale or lease of an Aircraft, including in the notice the name of the entity or entities with title and/or possession of such Aircraft.

10.5 Exculpatory Clause in Post-Delivery Sale or Lease. If, following the delivery of an Aircraft, Customer sells or leases such Aircraft, assigns any rights under the Purchase Agreement to such transferee and obtains from the transferee any form of exculpatory clause protecting Customer from liability for loss of or damage to the Aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue, or profit, then Customer shall obtain for Boeing the purchaser’s or lessee’s written agreement to be bound by terms and conditions substantially as set forth in Appendix V to this Purchase Agreement. This Article 10.5 applies only if the purchaser or lessee has not provided to Boeing the written agreement described in Article 10.3 above.

10.6 Appointment of Agent – Warranty Claims. If, following delivery of an Aircraft, Customer appoints an agent to act directly with Boeing for the administration of claims relating to the warranties under the Purchase Agreement, Boeing will deal with the agent for that purpose, effective upon Boeing’s receipt of the agent’s written agreement, in a form satisfactory to Boeing, to comply with all applicable terms and conditions of the Purchase Agreement. A sample form of agreement acceptable to Boeing is attached as Appendix VI to this Purchase Agreement.

10.7 No Increase in Boeing Liability. No action taken by Customer or Boeing relating to the resale or lease of an Aircraft or the assignment of Customer's rights under the Purchase Agreement will subject Boeing to any liability beyond that in the Purchase Agreement or modify in any way Boeing's obligations under the Purchase Agreement.

11. Termination of Purchase Agreement for Certain Events.

11.1 Termination. If either Party:

(i) ceases doing business as a going concern, or suspends all or substantially all its business operations, or makes an assignment for the benefit of creditors, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts; or

(ii) petitions for or acquiesces in the appointment of any receiver, trustee or similar officer to liquidate or conserve its business or any substantial part of its assets; commences any legal proceeding such as bankruptcy, reorganization, readjustment of debt, dissolution, or liquidation available for the relief of financially distressed debtors; or becomes the object of any such proceeding, unless the proceeding is dismissed or stayed within a reasonable period, not to exceed [***],

the other Party may terminate the Purchase Agreement with respect to any undelivered Aircraft, Materials, training, services, and other things by giving written notice of termination.

11.2 [***]

11.3 [***]

11.4 Notwithstanding termination of this Purchase Agreement pursuant to this Article 11 and except as otherwise expressly provided to the contrary under this Purchase Agreement, each Party reserves all rights and remedies available to such Party in contract, at law or in equity, for a claim arising prior to any termination specified in this Article 11 or any other provision of the Purchase Agreement for the other Party's breach or default under this Purchase Agreement.

12. Notices.

All notices required by this Purchase Agreement will be written in English, will be effective on the date of receipt, and will be delivered or transmitted by any customary means to the appropriate address, number or email address listed below:

Customer	Mail:	Delta Air Lines, Inc. Department [***] 1030 Delta Blvd. Atlanta, Georgia 30354 Attention: Managing Director, Fleet Transactions Email: [***]

Boeing	Delivery or Courier:	Boeing Commercial Airplanes 7775 E Marginal Way S [***] Seattle, Washington 98108 U.S.A. Attention: Vice President - Contracts [***]
	Mail:	Boeing Commercial Airplanes P.O. Box 3707 Seattle, Washington 98124 U.S.A. Attention: Vice President - Contracts [***]
	Facsimile:	[***]
	Email:	[***]

13. Miscellaneous.

13.1 [***]

13.2 Headings. Article and paragraph headings used in this Purchase Agreement are for convenient reference only and are not intended to affect the interpretation of this Purchase Agreement.

13.3 GOVERNING LAW. THIS PURCHASE AGREEMENT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON, U.S.A., EXCEPT THAT WASHINGTON'S CHOICE OF LAW RULES WILL NOT BE INVOKED FOR THE PURPOSE OF APPLYING THE LAW OF ANOTHER JURISDICTION. [***]

13.4 Waiver/Severability. Failure by either Party to enforce any provision of this Purchase Agreement will not be construed as a waiver. If any provision of this Purchase Agreement is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Purchase Agreement will remain in effect.

13.5 Survival of Obligations. The Articles and Exhibits of this Purchase Agreement, including but not limited to those relating to [***], will survive termination or cancellation of the Purchase Agreement or part hereof.

13.6 No Third Party Beneficiaries. No third party is intended to benefit from, nor may any third party seek to enforce any of the provisions of, this Purchase Agreement; [***]

14. Additional Terms.

14.1 Table 1. Table 1 consolidates information contained in Articles 1, 2, and 3 with respect to [***]

14.2 Airframe [***] Features [***]. Supplemental Exhibit AE1, "Airframe [***] Features [***]" to this Purchase Agreement contains the applicable airframe and [***] for the Aircraft.

14.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1, "Buyer Furnished Equipment Variables" to this Purchase Agreement contains [***] variables applicable to the Aircraft.

14.4 Engine [***]. Supplemental Exhibit EE1, "Engine [***] Engine Warranty and [***]" to this Purchase Agreement contains the engine warranty [***] for the Aircraft.

14.5 Public Announcement. Boeing reserves the right to make a public announcement regarding Customer's purchase of the Aircraft upon approval of Boeing's press release by Customer.

14.6 Confidentiality. The information contained in this Purchase Agreement represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Purchase Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

14.7 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 9.2 relating to insurance, and Article 11 of Part 2 of Exhibit C of the Purchase Agreement relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the Parties, and the Aircraft Price and other agreements of the Parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement contains the entire agreement between the Parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the Parties.

14.8 Expiration. This Purchase Agreement will become effective upon execution and receipt by both parties by or before January 13, 2026, after which date this Purchase Agreement will be null and void and have no force or effect.

AGREED AND ACCEPTED this

January 12, 2026
Date

THE BOEING COMPANY	DELTA AIR LINES, INC.
/s/ Mira Zimmermann	/s/ Kristen Bojko
Signature	Signature
Mira Zimmermann	Kristen Bojko
Printed name	Printed name
Attorney-in-Fact	Vice President – Fleet
Title	Title

Table 1 - GE Engines
Purchase Agreement No. PA-05602
[***]

Airframe Model/MTOW:	787-10	[***]
Engine Model/Thrust:	GENX-1B74/75	[***]
Airframe Price:		[***]
Optional Features Estimate:		[***]
Sub-Total of Airframe and Features:		[***]
Engine Price (Per Aircraft):		[***]
Aircraft Basic Price (Excluding BFE/SPE):		[***]
Buyer Furnished Equipment (BFE) Estimate:		[***]
In-Flight Entertainment (IFE) Estimate:		[***]
Deposit per Aircraft:		[***]

Configuration Specification:	[***]
Airframe Price Base Year/Escalation Formula:	[***]
Engine Price Base Year/Escalation Formula:	[***]
<u>Airframe Escalation Data:</u>	
Base Year Index (ECI):	[***]
Base Year Index (CPI):	[***]
<u>Engine Escalation Data:</u>	
Base Year Index (ECI):	[***]
Base Year Index (CPI):	[***]

Delivery Date	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**		**Escalation Estimate Adv Payment Base Price Per A/P**	[***]			
						[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]

Total: [***]

AIRCRAFT CONFIGURATION

BETWEEN

THE BOEING COMPANY

AND

Delta Air Lines, Inc.

Exhibit A to Purchase Agreement Number PA-05602

EXHIBIT A

AIRCRAFT CONFIGURATION

relating to

BOEING MODEL 787 AIRCRAFT

The content of this Exhibit A will be defined pursuant to the provisions of Letter Agreement DAL-PA-05602-LA-2506956 to the Purchase Agreement, entitled “Open Configuration Matters”.

EXHIBIT B

to

PURCHASE AGREEMENT NO. PA-05602

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

CUSTOMER SUPPORT DOCUMENT

This document contains:

Part 1	Boeing Maintenance and Flight Training Programs; Operations Engineering Support
Part 2	Field, Engineering, and Flight Operations Support Services
Part 3	Technical Information and Materials
Part 4	Alleviation or Cessation of Performance
Part 5	Protection of Proprietary Information and Proprietary Materials

787 CUSTOMER SUPPORT DOCUMENT

PART 1: BOEING MAINTENANCE AND FLIGHT TRAINING PROGRAMS; OPERATIONS ENGINEERING SUPPORT

1. Boeing Training Programs.

Boeing will provide maintenance training, cabin attendant training, and flight training programs to support the introduction of the Aircraft into service as provided in this Exhibit B. [***]

1.1 Boeing will conduct all training at Boeing's primary training facility for the Aircraft unless otherwise agreed.

1.2 Customer is awarded [***] points (**Training Points**).

1.3 At any time before [***] (**Training Program Period**) Customer may exchange Training Points for any of the training courses described on Attachment A at the point values described on Attachment A. [***]

1.4 [***]

1.5 In addition to the training provided in Article 1.3, Boeing will provide to Customer the following training and services:

1.5.1 Operational Familiarization for Dispatchers model specific instruction:

(i) For one (1) Aircraft purchased: [***].

(ii) For two (2) or more Aircraft purchased: [***].

1.5.2 Performance engineer model specific instruction in Boeing's regularly scheduled courses; subject to class size limitations; schedules are published yearly.

1.5.3 Electronic Check List Authoring Course; [***].

1.5.4 Additional Flight Operations Services:

(i) For one (1) Aircraft purchased [***] to provide revenue service training assistance, including ferry flight, base training and/or line assist.

(ii) For two (2) or more Aircraft purchased: [***] to provide revenue service training assistance, including ferry flight, base training and/or line assist.

(iii) An instructor pilot to visit Customer for [***] to review Customer's flight crew operations.

If any part of the training described in this Article 1.5 is not completed by Customer within [***] after the delivery of the last Aircraft, Boeing will have no obligation to provide such training [***]

2. Training Schedule and Curricula.

2.1 Customer and Boeing will together conduct planning conferences approximately [***] before the scheduled delivery month of the first Aircraft to define and schedule a plan for the maintenance training, flight training and cabin attendant training programs reasonably acceptable to Customer based on Customer's requirements. At the conclusion of each planning conference the parties will document Customer's course selection and training requirements, and, if applicable, Training Point application and remaining Training Point balance.

2.2 In addition to the planning conferences, Customer may also request training by written notice to Boeing identifying desired courses, dates and locations. [***]

3. Location of Training.

3.1 Boeing will conduct flight, dispatcher, performance engineering and maintenance training at any of its appropriately equipped training facilities in the continental United States unless otherwise mutually agreed to facilitate Customer's training at the requested times. Customer will decide on the location or mix of locations for training, subject to space being available in the desired courses at the selected training facility on the dates desired.

3.2 If requested by Customer, Boeing will conduct training (except dispatcher performance engineering training and courses designated with three asterisks (***) on Attachment A) at a mutually acceptable alternate training site, subject to the following conditions:

3.2.1 Customer will provide acceptable classroom space and training equipment required to present the courses;

3.2.2 [***]

3.2.3 [***]

3.2.4 [***]

3.2.5 [***]

4. Training Materials.

Training Materials will be provided for each student. Training Materials may be used only for [***]

5. Additional Terms and Conditions.

5.1 All training will reflect an airplane configuration defined by (i) Boeing's standard configuration specification for 787 aircraft, (ii) Boeing's standard configuration specification for the minor model of 787 aircraft selected by Customer, and (iii) any optional features selected by Customer from Boeing's standard catalog of optional features. [***]

5.2 All training will be provided in the English language. If translation is required, Customer will provide interpreters. Customer will be responsible for the additional cost associated with an increase in Boeing's standard course length to accommodate translation and may use training points to offset such additional costs.

5.3 Customer will be responsible for all expenses of Customer’s personnel. Boeing will transport Customer's personnel between their local lodging and Boeing's training facility.

5.4 Boeing flight instructor personnel will not be required to work more than five (5) days per week, or more than eight (8) hours in any one twenty-four (24) hour period, of which not more than five (5) hours per eight (8) hour workday will be spent in actual flying (**Pilot Day**). These foregoing restrictions will not apply to ferry flight assistance or revenue service training services, which will be governed by FAA rules and regulations.

5.5 **Normal Line Maintenance** is defined as line maintenance that Boeing might reasonably be expected to furnish for flight crew training at Boeing’s facility, and will include ground support and Aircraft storage in the open, but will not include provision of spare parts. Boeing will provide Normal Line Maintenance services for any Aircraft while the Aircraft is used for flight crew training at Boeing’s facility in accordance with the Boeing Maintenance Plan (Boeing document D6-82076) and the Repair Station Operation and Inspection Manual (Boeing document D6-25470). [***]

5.6 If the training is based at Boeing’s facility and the Aircraft is damaged during such training, Boeing will make all necessary repairs to the Aircraft as promptly as possible. [***]

5.7 [***]

5.8 [***]

5.9 [***]

5.10 [***]

787 CUSTOMER SUPPORT DOCUMENT

PART 2: FIELD, ENGINEERING, AND FLIGHT OPERATIONS SUPPORT SERVICES

1. Field Service Representation and Flight Operations Representation.

Boeing will furnish [***] field service representation to advise Customer with respect to the maintenance and operation of the Aircraft (**Field Service Representatives**) and furnish flight operations representation to advise Customer with respect to the flight training and flight operations of an Aircraft (**Flight Operations Representatives**).

1.1 Field Service Representatives will be available at or near Customer's main maintenance or engineering facility beginning before the scheduled delivery month of the first Aircraft and continuing [***].

1.2 Included within Boeing's field service representation will be one (1) introductory Field Service Representative available for up to [***] at Customer's main maintenance location or another site as mutually agreed. If Customer requests field service representation at a site other than Customer's main maintenance location, Customer will assist the introductory Field Service Representative with airport identification passes and formal introduction to the airport authorities at such site.

1.3 Subject to prior coordination, Flight Operations Representatives will be available at or near Customer's main flight training or fleet operations facility beginning and ending at a mutually agreed upon time between Boeing and Customer.

1.4 Customer will provide, [***] suitable enclosed office space with walls and a lockable door that is separated from other OEMs and the airline, located at the Customer's facility or other site as mutually agreed. Customer will provide the necessary infrastructure (i.e. local area network (**LAN**) lines) to enable wired high-speed internet capability in the office. As required, Customer will assist each Field Service Representative and Flight Operations Representative with visas, work permits, customs, mail handling, identification passes and formal introduction to local airport authorities.

1.5 Boeing's Field Service Representatives are assigned to various airports and other locations around the world. Whenever Customer's Aircraft are operating through any such airport, the services of Boeing's Field Service Representatives are available to Customer.

2. Engineering Support Services.

2.1 Boeing will, if requested by Customer, provide technical advisory assistance for any Aircraft or Boeing Product (as defined in Part 1 of Exhibit C of the Purchase Agreement). Technical advisory assistance, provided, will include:

2.1.1 Analysis of the information provided by Customer to determine the probable nature and cause of operational problems and a suggestion of possible solutions.

2.1.2 Analysis of the information provided by Customer to determine the nature and cause of unsatisfactory schedule reliability and a suggestion of possible solutions.

2.1.3 Analysis of the information provided by Customer to determine the nature and cause of unsatisfactory maintenance costs and a suggestion of possible solutions.

2.1.4 [***]

2.1.5 [***]

2.1.6 Maintenance Engineering. Boeing will provide the following Maintenance Engineering support [***]:

2.1.6.1 Maintenance Planning Assistance. [***]

2.1.6.2 GSE/Shops/Tooling Consulting. [***]

2.1.6.3 Maintenance Engineering Evaluation. [***]

2.1.7 Flight Operations Engineering Support. Boeing will provide the following Flight Operations Engineering support [***] to Customer. [***]

2.1.7.1 [***]

2.1.7.2 [***]

2.1.7.3 [***]

2.1.7.4 [***]

2.1.7.5 [***]

2.1.7.6 Assistance in developing an Extended Operations (**ETOPS**) plan for regulatory approval. [***]

2.2 Post Delivery/Service Support. [***]

2.2.1 [***]

2.2.2 [***]

2.2.3 [***]

2.2.4 [***]

2.2.5 The DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of the Purchase Agreement apply.

2.3 Boeing may, at Customer's request, provide services other than those described in Articles 2.1 and 2.2 of this Part 2 of Exhibit B for an Aircraft after delivery, which may include, but not be limited to, retrofit kit changes (kits and/or information), training, flight services, maintenance and repair of Aircraft (**Additional Services**). Such Additional Services will be subject to a mutually acceptable price, schedule, scope of work and other applicable terms and conditions. The DISCLAIMER AND RELEASE and the EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions in Article 11 of Part 2 of Exhibit C of the Purchase Agreement and the insurance provisions in Article 9.2 of the Purchase Agreement will apply to any such work. Title to and risk of loss of any such Aircraft will always remain with Customer.

787 CUSTOMER SUPPORT DOCUMENT

PART 3: TECHNICAL INFORMATION AND MATERIALS

1. General.

Materials are defined as [***] but excludes Aircraft Software. **Aircraft Software** is defined as software that is installed on and used in the operation of the Aircraft.

Boeing will provide to Customer through electronic access certain Materials to support the maintenance and operation of the Aircraft. [***]. Such Materials will, if applicable, be prepared generally in accordance with Aerospace Industries Association Specification 1000D (**S1000D**) and Air Transport Association of America (**ATA**) iSpec 2200, entitled “Information Standards for Aviation Maintenance.” Materials not covered by iSpec 2200 will be provided in a structure suitable for the Material’s intended use. Materials will be in English and in the units of measure used by Boeing to manufacture an Aircraft.

2. Materials Planning Conferences.

Customer and Boeing will conduct planning conferences approximately [***] in order to mutually determine the Materials to be furnished to Customer in support of the Aircraft.

3. Technical Data and Maintenance Information.

The following Materials will be provided to Customer [***]

3.1 [***]

3.2 [***]

3.3 [***]

3.4 [***]

3.5 [***]

3.6 [***]

3.7 [***]

3.8 [***]

3.9 [***]

3.10 [***]

4. Advance Representative Materials.

Boeing will select all advance representative Materials from available sources and whenever possible will provide them through electronic access. Such advance Materials will be for advance planning purposes only.

5. Configured Maintenance Engineering Materials.

All configured Materials will reflect the configuration of each Aircraft as delivered.

6. Revisions.

6.1 The schedule for updating certain Materials will be identified in the planning conference. Such updates will reflect changes to Materials developed by Boeing.

6.2 If Boeing receives written notice that Customer intends to incorporate, or has incorporated, any Boeing service bulletin in an Aircraft, Boeing will update Materials reflecting the effects of such incorporation into such Aircraft.

6.3 [***]

7. Supplier Technical Data.

7.1 For supplier-manufactured programmed airborne avionics components and equipment classified as Seller Furnished Equipment (**SFE**) which contain computer software designed and developed in accordance with Radio Technical Commission for Aeronautics Document No. RTCA/DO-178B dated December 1, 1992 (with an errata issued on March 26, 1999), or later as available, Boeing will request that each supplier of the components and equipment make software documentation available to Customer.

7.2 The provisions of this Article will not be applicable to items of BFE.

7.3 Boeing will furnish to Customer a document identifying the terms and conditions of the product support agreements between Boeing and its suppliers requiring the suppliers to fulfill Customer's requirements for information and services in support of Aircraft (each a Product Support Assurance Agreement). [***]

8. Buyer Furnished Equipment Data.

Boeing will incorporate BFE maintenance information, as applicable, into the configured Materials providing Customer makes the information available to Boeing at least [***] prior to the scheduled delivery month of each Aircraft. Boeing will incorporate such BFE maintenance information into the Materials prior to delivery of each Aircraft reflecting the configuration of that Aircraft as delivered. Upon Customer's request, Boeing may provide update service after delivery to such information subject to the terms of Part 2, Article 2.3 relating to Additional Services. Customer agrees to furnish all BFE maintenance information in Boeing's standard digital format, ATA Spec 2000.

9. Customer's Shipping Address.

From time to time Boeing may furnish certain Materials or updates to Materials by means other than electronic access. Customer will specify a single address and Customer will promptly notify Boeing of any change to that address. Boeing will pay the reasonable shipping costs of the Materials. [***].

787 CUSTOMER SUPPORT DOCUMENT

PART 4: ALLEVIATION OR CESSATION OF PERFORMANCE

Boeing will not be required to provide any services, training or other things at a facility designated by Customer if any of the following conditions exist:

1. a labor stoppage or dispute in progress involving Customer;

2. wars or warlike operations, riots or insurrections in the country where the facility is located;

3. any condition at the facility which, in the opinion of Boeing, is detrimental to the general health, welfare or safety of its personnel or their families;

4. the United States Government refuses permission to Boeing personnel or their families to enter into the country where the facility is located, or recommends that Boeing personnel or their families leave the country; or

After the location of Boeing personnel at the facility, Boeing further reserves the right, upon the occurrence of any of such events, to immediately and without prior notice to Customer relocate its personnel and their families.

Boeing will not be required to provide any Materials at a facility designated by Customer if the United States Government refuses permission to Boeing to deliver Materials to the country where the facility is located.

787 CUSTOMER SUPPORT DOCUMENT

PART 5: PROTECTION OF PROPRIETARY INFORMATION AND PROPRIETARY MATERIALS

1. General.

All Materials provided by Boeing to Customer and not covered by a Boeing CSGTA or other agreement between Boeing and Customer defining Customer's right to use and disclose the Materials and included information will be covered by and subject to the terms of the Purchase Agreement. Title to all Materials containing, conveying or embodying confidential, proprietary or trade secret information (**Proprietary Information**) belonging to Boeing or a third party (**Proprietary Materials**), will at all times remain with Boeing or such third party. Customer will treat all Proprietary Materials and all Proprietary Information in confidence and use and disclose the same only as specifically authorized in this Purchase Agreement.

2. License Grant.

[***]

3. Use of Proprietary Materials and Proprietary Information.

[***]

4. [***]

5. [***]

ATTACHMENT A

787 TRAINING POINTS MENU
[***]

[***]

EXHIBIT C

to

PURCHASE AGREEMENT NO. PA-05602

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

PRODUCT ASSURANCE DOCUMENT

This document contains:

Part 1:	Exhibit C Definitions
Part 2:	Boeing Product Warranty
Part 3:	Boeing Service Life Policy
Part 4:	Supplier Warranty Commitment
Part 5:	Boeing Interface Commitment
Part 6	Boeing Indemnities against Patent and Copyright Infringement

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 1: DEFINITIONS

Authorized Agent - Agent appointed by Customer to perform corrections and to administer warranties (see Appendix VI to the Purchase Agreement for a form acceptable to Boeing).

Average Direct Hourly Labor Rate - The average hourly rate (excluding all fringe benefits, premium-time allowances, social charges, business taxes and the like) paid by Customer to its Direct Labor employees.

Boeing Product - Any system, accessory, equipment, part or Aircraft Software that is manufactured or created by Boeing or manufactured or created to Boeing's detailed design with Boeing's authorization.

Boeing Warranty - The organization within Boeing responsible for administration of warranties between Boeing and Customer.

Correct(s) - To repair, modify, provide modification kits or replace with a new product.

Correction - A repair, a modification, a modification kit or replacement with a new product.

Corrected Boeing Product - A Boeing Product which is free of defect as a result of a Correction.

Direct Labor - Labor spent by Customer's direct or contract labor employees to [***]

Direct Materials - Items such as parts, gaskets, grease, sealant and adhesives, installed or consumed in performing a Correction, excluding allowances for administration, overhead, taxes, customs duties and the like.

Materials has the meaning set forth in Exhibit B, Part 3, Section 1 to the Purchase Agreement

Rogue Unit - A Boeing Product, on which an unscheduled removal due to breach of warranty occurs [***]

Specification Control Drawing (SCD) - A Boeing document defining specifications for certain Supplier Products.

Supplier - The manufacturer of a Supplier Product.

Supplier Product - Any system, accessory, equipment, Part or Aircraft Software that is not manufactured to Boeing's detailed design. This includes but is not limited to parts manufactured to a SCD, all standards, and other parts obtained from non-Boeing sources.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 2: BOEING PRODUCT WARRANTY

1. Applicability.

This warranty applies to all Boeing Products. Warranties applicable to Supplier Products are in Part 4 of this Exhibit C to the Purchase Agreement. Warranties applicable to engines are provided either in Supplemental Exhibit EE1 to the Purchase Agreement or pursuant to a separate agreement between Customer and the engine manufacturer but not both.

2. Warranty.

2.1 Coverage. Boeing warrants that at the time of delivery:

[***]

2.2 Exceptions. The following conditions do not constitute a defect under this warranty:

[***]

3. Warranty Periods.

3.1 Warranty. The warranty period begins on the date of Aircraft or Boeing Product delivery (**Delivery**) and ends [***]

3.2 Warranty on Corrected Boeing Products. The warranty period applicable to a Corrected Boeing Product will begin on the date of delivery of the Corrected Boeing Product or date of delivery of the kit or kits furnished to Correct the Boeing Product and will be for the period specified immediately below:

[***]

3.3 Period of Warranties. All warranty periods are stated above.

4. Remedies.

4.1 Correction Options. [***]

4.2 Warranty Inspections. [***]

4.3 Rogue Units.

[***]

4.4 Limited Warranty for Certain Materials.

4.4.1 Boeing warrants that, at the time of delivery, all Materials created by Boeing will be free from errors and defects in media. In the case where such Materials are provided by on-line electronic access, media is the digital format transmitted from Boeing.

4.4.2 Warranty Periods and Claims. The warranty period with respect to an error or a defect in any Materials created by Boeing begins at delivery of the Materials in which the error or defect is discovered and ends [***]

4.4.3 Remedy. Customer's remedy for an error or a defect in media is [***]

5. Discovery and Notice.

5.1 For notice to be effective:

[***]

6. Filing a Claim.

6.1 Authority to File. Claims may be filed by Customer or its Authorized Agent. Appointment of an Authorized Agent will only be effective upon Boeing's receipt of the Authorized Agent's express written agreement, in a form reasonably satisfactory to Boeing, to be bound by and to comply with all applicable terms and conditions of this Purchase Agreement.

6.2 Claim Information.

6.2.1 Claimant is responsible for providing sufficient information to substantiate Customer's rights to remedies under this Exhibit C to the Purchase Agreement. At a minimum, such information must include:

[***]

6.2.2 Boeing may request additional information from Customer based on the nature of the defect and the remedies requested and Customer shall reasonably cooperate to comply with such request. [***]

6.3 Boeing Claim Processing.

6.3.1 Any claim for a Boeing Product returned by Customer or its Authorized Agent to Boeing for Correction must accompany the Boeing Product. Any claim not associated with the return of a Boeing Product must be submitted signed and in writing directly by Customer or its Authorized Agent to Boeing Warranty by any of the methods identified in Article 12, “Notice,” of the Purchase Agreement or through an internet portal and process specified by Boeing.

6.3.2 Boeing will provide written acknowledgement of claim receipt to Customer within [***] following receipt of such claim.

6.3.3 [***]

6.3.4 [***]

7. [***]

8. Corrections Performed by Boeing.

8.1 Freight Charges. Customer or its Authorized Agent will pre-pay freight charges to return a Boeing Product to Boeing. If during the period of the applicable warranty Boeing determines the Boeing Product to be defective, Boeing will pre-pay shipping charges to return the Corrected Boeing Product. Boeing will reimburse Customer or its Authorized Agent for freight charges for Boeing Products returned to Boeing for Correction and determined to be defective.

8.2 Customer Instructions. The documentation shipped with the returned defective Boeing Product may include specific technical instructions for additional work to be performed on the Boeing Product. The absence of such instructions will evidence Customer's authorization for Boeing to perform all necessary Corrections and work required to return the Boeing Product to a serviceable condition.

8.3 Correction Time Objectives.

[***]

8.4 Title Transfer and Risk of Loss.

8.4.1 Title to and risk of loss of any Boeing Product returned to Boeing will at all times remain with Customer or any other title holder of such Boeing Product. While Boeing has possession of the returned Boeing Product, Boeing will have only such liabilities as a bailee for mutual benefit would have but will not be liable for loss of use.

8.4.2 If a Correction requires shipment of a new Boeing Product, then at the time Boeing ships the new Boeing Product, title to and risk of loss for the returned Boeing Product will pass to Boeing, and title to and risk of loss for the new Boeing Product will pass to Customer.

8.5 [***]

9. Returning an Aircraft.

9.1 Conditions. An Aircraft may be returned to Boeing's facilities for Correction only if:

[***]

9.2 Correction Costs. Boeing will perform the Correction at no charge to Customer. Subject to the conditions of Article 9.1 above, Boeing will reimburse Customer for the costs of fuel, oil, other required fluids and landing fees incurred in ferrying the Aircraft to Boeing and back to Customer's facilities, as well as incidental travel expenses such as reasonable room and board as necessary. Customer will minimize the length of both flights.

9.3 Separate Agreement. Prior to the return of an Aircraft to Boeing, Boeing and Customer will enter into a separate agreement covering return of the Aircraft and performance of the Correction and any additional work to be requested by Customer.

10. Insurance.

The provisions of Article 9.2 "Insurance", of this Purchase Agreement, will apply to any work performed by Boeing in accordance with Customer's specific technical instructions to the extent any legal liability of Boeing is based upon the content of such instructions.

11. Disclaimer and Release; Exclusion of Liabilities.

[***]

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 3: BOEING SERVICE LIFE POLICY

1. Definitions.

Service Life Policy (**SLP**) Component - any of the primary structural elements (excluding industry standard parts), such as landing gear, wing, fuselage, vertical or horizontal stabilizer, listed in Article 6 below, either installed in the Aircraft at time of delivery or purchased from Boeing by Customer as a spare part.

2. Service Life Policy.

2.1 SLP Commitment. If a failure is discovered in a SLP Component within the time periods specified in Article 2.2 below, Boeing will provide Customer a replacement SLP Component at the price calculated pursuant to Article 3, below.

2.2 SLP Policy Periods.

[***]

3. [***]

4. Conditions.

Boeing's obligations under this Part 3, “Boeing Service Life Policy,” of Exhibit C (**Policy**) to the Purchase Agreement are conditioned on the following:

4.1 Customer must notify Boeing in writing of the failure within [***] after it is discovered.

4.2 Customer must provide reasonable evidence that the claimed failure is covered by this Policy and if requested by Boeing, that such failure was not the result of:

[***]

4.3 If return of a failed SLP Component is practicable and requested by Boeing, Customer will return such SLP Component to Boeing at Boeing's expense.

4.4 Customer's rights and remedies under this Policy are limited to the receipt of a Correction pursuant to Article 2 above.

5. Disclaimer and Release; Exclusion of Liabilities.

This Part 3 and the rights and remedies of Customer and the obligations of Boeing are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C to the Purchase Agreement.

6. SLP Components.

This is the listing of SLP Components for the 787 Aircraft which relate to the Policy:

[***]

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 4: SUPPLIER WARRANTY COMMITMENT

1. Supplier Warranties and Supplier Patent and Copyright Indemnities.

Boeing will use diligent efforts to obtain warranties and indemnities against patent and copyright infringement enforceable by Customer from Suppliers of Supplier Products (except for BFE and engines) installed on the Aircraft at the time of delivery that were selected and purchased by Boeing, but not manufactured to Boeing's detailed design. [***]

2. Boeing Assistance in Administration of Supplier Warranties.

[***]

3. Boeing Support in Event of Supplier Default.

[***]

4. [***]

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 5: BOEING INTERFACE COMMITMENT

1. Interface Problems.

An Interface Problem is defined as a technical problem in the operation of an Aircraft or its systems experienced by Customer, the cause of which is not readily identifiable by Customer but which Customer believes to be attributable to either the design characteristics of the Aircraft or its systems or the workmanship used in the installation of Supplier Products. In the event Customer experiences an Interface Problem, Boeing will, [***] commence, within [***] an investigation and analysis to determine the cause or causes of the Interface Problem. Boeing will promptly advise Customer at the conclusion of its investigation of Boeing's opinion as to the causes of the Interface Problem and Boeing's recommendation as to corrective action.

2. Boeing Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of any Boeing Product, Boeing will correct the design or workmanship to the extent of any then existing obligations of Boeing under the provisions of the applicable Boeing Product warranty, including Corrected Boeing Parts.

3. Supplier Responsibility.

If Boeing determines that the Interface Problem is primarily attributable to the design or installation of a Supplier Product, Boeing will assist Customer in processing a warranty claim against the Supplier.

4. Joint Responsibility.

If Boeing determines that the Interface Problem is partially attributable to the design or installation of a Boeing Product and partially to the design or installation of a Supplier Product, Boeing will seek a solution to the Interface Problem through the cooperative efforts of Boeing and the Supplier and will promptly advise Customer of the resulting corrective actions and recommendations.

5. General.

So long as the Interface Problem is corrected to Customer's satisfaction or Customer is otherwise satisfied with the remedial action proposed by Boeing to correct the Interface Problem, Customer will, if requested by Boeing, assign to Boeing any of its rights against any supplier as Boeing may require to fulfill its obligations hereunder.

6. Disclaimer and Release; Exclusion of Liabilities.

This Part 5 and the rights and remedies of Customer and the obligations of Boeing herein are subject to the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES provisions of Article 11 of Part 2 of this Exhibit C to the Purchase Agreement.

EXHIBIT C
PRODUCT ASSURANCE DOCUMENT
PART 6: BOEING INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT

1. Indemnity Against Patent Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged patent infringement through Customer's use, lease or resale of any Aircraft or any Boeing Product installed on an Aircraft at delivery.

2. Indemnity Against Copyright Infringement.

Boeing will defend and indemnify Customer with respect to all claims, suits and liabilities arising out of any actual or alleged copyright infringement through Customer's use, lease or resale of any Boeing created Materials and Aircraft Software installed on an Aircraft at delivery.

3. [***]

4. Exceptions, Limitations and Conditions.

4.1 Boeing's obligation to indemnify Customer for patent infringement will extend only to infringements in countries which, at the time of the infringement, were party to and fully bound by either: (i) Article 27 of the Chicago Convention on International Civil Aviation of December 7, 1944, or (ii) the International Convention for the Protection of Industrial Property (**Paris Convention**).

4.2 Boeing's obligation to indemnify Customer for copyright infringement is limited to infringements in countries which, at the time of the infringement, are members of The Berne Union and recognize computer software as a "work" under The Berne Convention.

4.3 [***]

4.4 Customer must deliver written notice to Boeing (i) within [***] after Customer first receives notice of any suit or other formal action against Customer and (ii) within [***] after Customer first receives any other allegation or written claim of infringement covered by this Part 6.

4.5 At any time, and without limiting the foregoing indemnities, Boeing will have the right at its option and expense to: (i) negotiate with any party claiming infringement, (ii) assume or control the defense of any infringement allegation, claim, suit or formal action, (iii) intervene in any infringement suit or formal action, and/or (iv) attempt to resolve any claim of infringement by replacing an allegedly infringing Boeing Product or Aircraft Software with a non-infringing equivalent which otherwise complies with the requirements of the Purchase Agreement.

4.6 Customer will promptly furnish to Boeing all information, records and assistance within Customer's possession or control which Boeing reasonably considers relevant or material to any alleged infringement covered by this Part 6.

4.7 Except as required by a final judgment entered against Customer by a court of competent jurisdiction from which no appeals can be or have been filed, Customer will obtain Boeing's written approval prior to paying, committing to pay, assuming any obligation or making any material concession relative to any infringement covered by these indemnities.

4.8 If a Boeing Product is found to infringe any patent or copyright and Customer is enjoined from using it, Boeing will, at its option, and its expense, either:

4.8.1 procure for Customer the right to use it free of any liability for infringement; or,

4.8.2 replace it with a non-infringing substitute which otherwise complies with the requirements of this Purchase Agreement.

4.9 [***]

4.10 [***]

EXHIBIT D

to

PURCHASE AGREEMENT NO. PA-05602

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

EXHIBIT D
BUYER FURNISHED EQUIPMENT PROVISIONS DOCUMENT

1. General.

Certain equipment to be installed in the Aircraft is furnished to Boeing by Customer at Customer's expense. This equipment is designated Buyer Furnished Equipment (**BFE**) and is listed in the Detail Specification. Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (**BFE Document**) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE as described in Supplemental Exhibit BFE1 to the Purchase Agreement.

2. Supplier Selection. Customer will:

2.1 Select and notify Boeing of the suppliers of BFE items by those dates appearing in Supplemental Exhibit BFE1 at execution of the Purchase Agreement, and amendments to the Purchase Agreement as applicable.

2.2 Meet with Boeing and such selected BFE suppliers promptly after such election to:

2.2.1 complete BFE configuration design requirements for such BFE; and

2.2.2 confirm technical data submittal requirements for BFE certification.

3. Customer's Obligations. Customer will:

3.1 comply with and cause the supplier to comply with the provisions of the BFE Document or BFE Report; including, without limitation,

3.1.1 deliver technical data (in English) to Boeing as required to support installation and FAA certification in accordance with the schedule provided by Boeing or as mutually agreed upon during the BFE meeting referred to in Article 2.2 above;

3.1.2 deliver BFE including production and/or flight training spares and BFE Aircraft Software to Boeing in accordance with the quantities, schedule, and other instructions provided therein;

3.1.3 ensure that all BFE Aircraft Software is delivered in compliance with [***]; and

3.1.4 ensure that all BFE parts are delivered to Boeing with appropriate quality assurance documentation per [***];

3.2 [***]

3.3 authorize Boeing to conduct or delegate to the supplier quality source inspection and supplier hardware acceptance of BFE at the supplier location;

3.3.1 require supplier's contractual compliance to Boeing defined quality assurance requirements, source inspection programs and supplier delegation programs, including availability of adequate facilities for Boeing resident personnel; and

3.3.2 ensure that all BFE supplier's quality systems are approved to [***];

3.4 [***]

3.5 [***]

3.6 provide necessary field service representation at Boeing's facilities to support Boeing on all issues related to the installation and certification of BFE;

3.7 obtain, directly from BFE suppliers, the overhaul data, provisioning data, related product support documentation and any warranty provisions applicable to the BFE;

3.8 resolve any difficulties that arise, including defective equipment, by working closely with Boeing and BFE suppliers;

3.9 modify, adjust, calibrate, re-test and/or update BFE and data to the extent necessary to obtain applicable FAA and U.S. Food and Drug Administration (**FDA**) approval and will bear the resulting expenses;

3.10 ensure that a proprietary information agreement is in place between Boeing and BFE suppliers prior to Boeing providing any documentation to such suppliers;

3.11 warrant that the BFE will comply with all applicable FARs and FDA sanitation requirements for installation and use in the Aircraft at the time of delivery;

3.12 warrant that the BFE will meet the requirements of the applicable detail specification; and

3.13 provide equipment which is FAA certifiable at time of Aircraft delivery, or obtain waivers from the applicable regulatory agency for non-FAA certifiable equipment.

4. Boeing's Obligations.

Other than as set forth below, Boeing will provide for the installation of and install the BFE and obtain certification of the Aircraft with the BFE installed.

5. [***]

6. Return of Equipment.

BFE not installed in the Aircraft will be returned to Customer upon or promptly after delivery of the last Aircraft, in as good condition as when delivered by Customer to Boeing, reasonable wear and tear excepted, in accordance with Customer's instructions and at Customer's expense.

7. Title and Risk of Loss.

Title to and risk of loss of BFE will at all times remain with Customer or other owner. Boeing will have only such liability for BFE as a bailee for mutual benefit would have, but will not be liable for loss of use.

8. [***]

9. [***]

10. [***]

11. [***]

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

EXHIBIT E to PURCHASE AGREEMENT NUMBER PA-05602

EXHIBIT E

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 787 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of the Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit E to the Purchase Agreement documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than [***] **prior to delivery** of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. If required by the regulatory authority, Customer will authorize, by letter to the regulatory authority having jurisdiction, the temporary use and display of such registration numbers by Boeing during the pre-delivery testing of the Aircraft, no later than [***] **prior to delivery** of each Aircraft.

Customer is responsible for furnishing any temporary or permanent registration certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Prior to delivery of each Aircraft, Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be provided to Customer and to be displayed aboard each Aircraft at delivery to Customer. The above Boeing obligation only applies to commercial passenger aircraft.

1.2.2 [***]

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than [***] **prior to delivery** of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than [***] **prior to delivery** all information required by U.S. Customs and Border Protection (**CBP**), including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than [***] **prior to delivery** of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration - U.S. If the Aircraft is intended to be exported from the United States following delivery, and (i) Customer is a non-U.S. customer, Boeing will file an export declaration electronically with CBP, or (ii) Customer is a U.S. customer, it is the responsibility of the U.S. customer, as the exporter of record, to file the export declaration with CBP.

2. INSURANCE CERTIFICATES.

Unless provided earlier, Customer will provide to Boeing not later than [***] **prior to delivery** of the first Aircraft, a copy of the requisite insurance certificate in accordance with the requirements of Article 9.2 of the Purchase Agreement.

3. NOTICE OF FLYAWAY CONFIGURATION.

Not later than [***] **prior to delivery** of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

(i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

(ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;

(iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft;

(iv) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and

(v) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. All FAA, Boeing, Customer and, if required, U.S. Customs Bureau inspections will be scheduled by Boeing for completion prior to delivery or departure of the Aircraft. Customer will be informed of such schedules.

4.2 Schedule of Demonstration Flights. All FAA and Customer demonstration flights will be scheduled by Boeing for completion prior to delivery of the Aircraft.

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.4 Fuel Provided by Boeing. Boeing will provide to Customer, without charge, [***] of fuel and full capacity of engine oil at the time of delivery or prior to the ferry flight of the Aircraft.

4.5 Flight Crew and Passenger Consumables. Boeing will provide reasonable quantities of food, coat hangers, towels, toilet tissue, drinking cups and soap for the first segment of the ferry flight for the Aircraft.

4.6 Delivery Papers, Documents and Data. Boeing will have available at the time of delivery of the Aircraft certain delivery papers, documents and data for execution and delivery. If the Aircraft will be registered with the FAA, Boeing will pre-position in Oklahoma City, Oklahoma, for filing with the FAA at the time of delivery of the Aircraft an executed original Form 8050-2, Aircraft Bill of Sale, indicating transfer of title to the Aircraft from Boeing to Customer and will take all action necessary to consent to the registration of the Bill of Sale with respect to the Aircraft on the international registry established pursuant to the Cape Town Convention.

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a delegation of authority, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its aircraft radio station license to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery, Customer will provide the aircraft flight log for the Aircraft.

5.3 Delegation of Authority. If requested by Boeing, Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's delegation of authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

5.4 TSA Waiver Approval. Customer may be required to have an approved Transportation Security Administration (**TSA**) waiver for the ferry flight depending on Customer’s en-route stop(s) and destination unless the Customer already has a TSA approved security program in place. Customer is responsible for application of the TSA waiver and obtaining TSA approval. Customer will provide a copy of the approved TSA waiver to Boeing upon arrival at the Boeing delivery center.

5.5 Electronic Advance Passenger Information System. Should the ferry flight of an Aircraft leave the United States, the Department of Homeland Security office requires Customer to comply with the Electronic Advance Passenger Information System (**eAPIS**). Customer needs to establish their own account with CBP in order to file for departure. A copy of the eAPIS forms is to be provided by Customer to Boeing upon arrival of Customer's acceptance team at the Boeing delivery center.

AIRFRAME [***] FEATURES
[***]

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

Supplemental Exhibit AE1
to Purchase Agreement Number PA-05602

AIRFRAME [***] FEATURES
[***]

relating to

BOEING MODEL 787 AIRCRAFT

1. [***]
2. [***]

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

Supplemental Exhibit BFE1
to Purchase Agreement Number PA-05602

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will select and notify Boeing of the suppliers and part numbers of the following BFE items by

[***]

Customer will actively participate with Boeing to complete all necessary actions including, but not limited to, the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before [***], Boeing will provide to Customer the BFE requirements, electronically in My Boeing Fleet (**MBF**) through My Boeing Configuration (**MBC**) or by other means, setting forth the items, quantities, technical reviews, on-dock dates, shipping instructions and other requirements relating to the in-sequence installation of BFE. These requirements may be periodically revised. Customer's and Boeing's rights and obligations set forth in Exhibit D to the Purchase Agreement apply to the BFE requirements in this Supplemental Exhibit BFE1. For planning purposes, the first (1st) Aircraft's preliminary BFE seat requirements and the preliminary on-dock dates for all BFE items are provided below. [***]

The below "Completion Date" represents the first (1st) day of the month by when the specific milestone must be completed to support the BFE seat program.

Customer's First Aircraft: BFE Premium Class Seat and Non-Standard Closeout Furniture Program Milestones (First Aircraft Delivery Only)

[***]

Preliminary On-Dock for All BFE Items
(Note: All requirements are set forth below. If a month is listed, then the due date is the first day of the month. If no date is listed, then there is no requirement.)
[***]

3. Additional Delivery Requirements - Import.

[***]

ENGINE [***] WARRANTY

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC.

Supplemental Exhibit EE1
to Purchase Agreement Number PA-05602

General Electric GEnx Series Engines

ENGINE [***] WARRANTY

relating to

BOEING MODEL 787 AIRCRAFT

1. [***]

2. [***]

3. Engine Warranty.

Boeing has obtained from General Electric Company (**GE**) the right to extend to [***] the provisions of GE's warranty as set forth below (herein referred to as **Warranty**); subject, however, to [***] acceptance of the conditions set forth herein. Accordingly, Boeing hereby extends [***] the provisions of GE's Warranty as hereinafter set forth, and such Warranty will apply to all GEnx type engines (including all Modules and Parts thereof), as such terms are defined in the Warranty (**GEnx type Engines**) installed in the Aircraft at the time of delivery or purchased from Boeing by Customer for support of the Aircraft except that, if Customer and GE have executed, or hereinafter execute, a general terms agreement (**Engine GTA**), then the terms of the Engine GTA will be substituted for and supersede the provisions of the Warranty and the Warranty will be of no force or effect and neither Boeing nor GE will have any obligation arising there from. [***]

The Warranty is contained in the Warranty and Product Support Plan set forth in Exhibit C to the applicable purchase contract between GE and Boeing. Copies of the Warranty and Product Support Plan will be provided to Customer by Boeing upon request.

Appendix I
SAMPLE
[***]

[***]

Appendix II
SAMPLE
Purchase Agreement Assignment

THIS PURCHASE AGREEMENT ASSIGNMENT (**Assignment**) dated as of __________, 20_____ is between ____________________, a company organized under the laws of ____________________ (**Assignor**) and ____________________, a company organized under the laws of ____________________ (**Assignee**). Terms used herein without definition will have the same meaning as in the Boeing Purchase Agreement.

Assignor and The Boeing Company, a Delaware corporation (Boeing), are parties to the Boeing Purchase Agreement, providing, among other things, for the sale by Boeing to Assignor of certain aircraft, engines and related equipment, including the Aircraft.

Assignee wishes to acquire the Aircraft and certain rights and interests under the Boeing Purchase Agreement and Assignor, on the following terms and conditions, is willing to assign to Assignee certain of Assignor's rights and interests under the Boeing Purchase Agreement. Assignee is willing to accept such assignment.

It is agreed as follows:

1. Definitions. For all purposes of this Assignment, the following terms will have the following meanings:

Aircraft - one Boeing Model _____ aircraft, bearing manufacturer's serial number __________, together with all engines and parts installed on such aircraft on the Delivery Date.

Boeing - Boeing will include any wholly-owned subsidiary of Boeing, and its successors and assigns.

Boeing Purchase Agreement - Purchase Agreement No. __________ dated as of ____________________ between Boeing and Assignor, as amended, but excluding ____________________, providing, among other things, for the sale by Boeing to Assignor of the Aircraft..

Delivery Date - the date on which the Aircraft is delivered by Boeing to Assignee pursuant to and subject to the terms and conditions of the Boeing Purchase Agreement and this Assignment.

2. Assigned Rights and Obligations. Except to the extent expressly reserved below, Assignor does hereby assign to Assignee all of its rights and interests in and to the Boeing Purchase Agreement, to the extent that the same relate to the Aircraft and the purchase and operation thereof, including, without limitation, in such assignment: **[TO BE COMPLETED BY THE PARTIES.]**

{EXAMPLES

(i) the right upon valid tender to purchase the Aircraft pursuant to the Boeing Purchase Agreement subject to the terms and conditions thereof and the right to take title to the Aircraft and to be named the "Buyer" in the bill of sale for the Aircraft;

(ii) the right to accept delivery of the Aircraft;

(iii) all claims for damages arising as a result of any default under the Boeing Purchase Agreement relating to the Aircraft;

(iv) all warranty and indemnity provisions contained in the Boeing Purchase Agreement, and all claims arising thereunder, relating to the Aircraft; and

(v) any and all rights of Assignor to compel performance of the terms of the Boeing Purchase Agreement relating to the Aircraft;

(vi) all rights to demand and receive all moneys and claims for moneys due to “Customer” under or arising out of the Boeing Purchase Agreement with respect to the Aircraft.}

Reserving exclusively to Assignor, however:

{EXAMPLES

(i) all Assignor's rights and interests in and to the Boeing Purchase Agreement to the extent the same relates to aircraft other than the Aircraft, or to any other matters not directly relating to the Aircraft;

(ii) all Assignor's rights and interests in or arising out of any advance or other payments or deposits made by Assignor relating to the Aircraft under the Boeing Purchase Agreement and any amounts credited or to be credited or paid or to be paid by Boeing with respect to the Aircraft;

(iii) the right to obtain services, training, information and demonstration and test flights pursuant to the Boeing Purchase Agreement; and

(iv) the right to maintain plant representatives at Boeing's plant pursuant to the Boeing Purchase Agreement.}

Assignee hereby accepts such assignment of rights and the corresponding obligations.

3. Reservation of Rights. Assignor, to the exclusion of Assignee, reserves all rights and powers of “Customer” identified in the Boeing Purchase Agreement relating to the configuration, delivery, and operation of the Aircraft.

4. Notification to Boeing. Boeing will not be deemed to have knowledge of or need recognize the discontinuance of said authorization of Assignor until Boeing receives from Assignor or Assignee written notice terminating the authorization, addressed to its Vice President - Contracts, Mail Code 1C2-AIR, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, if by mail, or to 425-237-1706, if by facsimile.

Boeing may act with acquittance and conclusively rely on any such notice. Until such notice has been given, Boeing may deal solely and exclusively with Assignee. After such notice Boeing may deal solely and exclusively with Assignor.

5. Continuing Duty to Boeing. It is expressly agreed that: (a) prior to the Delivery Date, the Assignor and Assignee will perform their obligations with respect to the Aircraft to be performed by them on or before such delivery, (b) Assignor will at all times remain liable to Boeing under the Boeing Purchase Agreement to perform all obligations of "Customer" thereunder to the same extent as if this Assignment had not been executed, and (c) the exercise by Assignee of any of the assigned rights will not release Assignor from any of its obligations to Boeing under the Boeing Purchase Agreement, except to the extent that such exercise constitutes performance of such obligations.

6. Risk Allocation Undertaking. Notwithstanding anything contained in this Assignment to the contrary (and without in any way releasing Assignor from any of its obligations under the Boeing Purchase Agreement), Assignee confirms for the benefit of Boeing that, insofar as the provisions of the Boeing Purchase Agreement relate to the Aircraft, in exercising any rights under the Boeing Purchase Agreement, or in making any claim with respect to the Aircraft or other things (including, without limitation, Materials, training and services) delivered or to be delivered, the terms and conditions of the Boeing Purchase Agreement, including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the Boeing Purchase Agreement and the insurance provisions in Article 9.2 of the Boeing Purchase Agreement therein, will apply to and be binding on Assignee to the same extent as if Assignee had been the original "Customer" thereunder. Assignee further agrees, expressly for the benefit of Boeing, upon the written request of Boeing, Assignee will promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Assignee's agreements in this paragraph.

7. No Additional Boeing Liability. Nothing contained herein will subject Boeing to any liability to which it would not otherwise be subject under the Boeing Purchase Agreement or modify in any respect the contract rights of Boeing thereunder, or require Boeing to divest itself of title to or possession of the Aircraft or other things until delivery thereof and payment therefore as provided therein.

8. Assignee Nondisclosure Undertaking. Assignee agrees, expressly for the benefit of Boeing and Assignor that it will not disclose, directly or indirectly, any terms of the Boeing Purchase Agreement except as specifically allowed by the terms of the Boeing Purchase Agreement.

9. Counterparts. This Assignment may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

10. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Washington, except that Washington's choice of law rules will not be invoked for the purpose of applying the law another jurisdiction.

______________________________	______________________________
as Assignor	as Assignee
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

[If the Assignment is at or after delivery and the Assignment is further assigned by Assignee in connection with a financing, then the following language needs to be included. If the Assignment is prior to delivery, please use the form Consent to Collateral Assignment.]

Attest:

The undersigned, as //Indenture Trustee/Agent// for the benefit of the Loan //Participants/Mortgagee// and as assignee of, and holder of a security interest in, the estate, right, and interest of the Assignee in and to the foregoing Purchase Agreement Assignment and the Purchase Agreement pursuant to the terms of a certain //Trust Indenture/Mortgage// dated as of ___________, 20_____, agrees to the terms of the foregoing Purchase Agreement Assignment and agrees that its rights and remedies under such //Trust Indenture/Mortgage// will be subject to the terms and conditions of the foregoing Purchase Agreement Assignment, including, without limitation, paragraph 5 "Risk Allocation Undertaking".

[Name of Entity]
as //Indenture Trustee/Agent//

By: ______________________

Name: ______________________

Title: ______________________

Appendix II
SAMPLE
Purchase Agreement Assignment

CONSENT AND AGREEMENT OF
THE BOEING COMPANY

THE BOEING COMPANY, a Delaware corporation (**Boeing**), hereby acknowledges notice of and consents to the foregoing Purchase Agreement Assignment (**Assignment**) as it relates to Boeing with respect to the Aircraft. Boeing confirms to Assignee that: all representations, warranties, indemnities and agreements of Boeing under the Boeing Purchase Agreement with respect to the Aircraft will, subject to the terms and conditions thereof and of the Assignment, inure to the benefit of Assignee to the same extent as if Assignee were originally named "Customer" therein.

This Consent and Agreement will be governed by, and construed in accordance with, the law of the State of Washington, excluding the conflict of laws principles thereof.

Dated as of __________, 20_____.

THE BOEING COMPANY

By: ______________________________________

Name: ______________________________________

Title: Attorney-in-Fact

Aircraft Manufacturer's Serial Number(s) _____________________

Appendix III
SAMPLE
Post-Delivery Sale Notice

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention: Vice President - Contracts
Mail Code 1C2-AIR

In connection with the sale by <CustomerName> (**Seller**) to ____________________ (**Purchaser**) of the aircraft identified below, reference is made to Purchase Agreement No. __________ dated as of __________, 20_____, between The Boeing Company (**Boeing**) and Seller (**Purchase Agreement**) under which Seller purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No(s). ____________________ (**Aircraft**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

Seller has sold the Aircraft, including in that sale the assignment to Purchaser of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

1. Purchaser acknowledges it has reviewed those provisions of the Purchase Agreement related to those rights assigned and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement, including, without limitation, the <u>DISCLAIMER AND RELEASE</u> and <u>EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES</u> in Article 11 of Part 2 of Exhibit C to the Purchase Agreement and the insurance provisions in Article 9.2 of the Purchase Agreement. Purchaser further agrees upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of Purchaser’s agreements in this paragraph; and

2. Seller will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

Appendix III
SAMPLE
Post-Delivery Sale Notice

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

<CUSTOMERNAME>		PURCHASER	
By:	______________________	By:	______________________
Its:	______________________	Its:	______________________
Dated:	______________________	Dated:	______________________

Appendix III
SAMPLE
Post-Delivery Sale Notice

Receipt of the above letter is acknowledged and the assignment of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By: ______________________________

Its: Attorney-in-Fact

Dated: ______________________________

Aircraft Manufacturer's Serial Number ____________________

Appendix IV
SAMPLE
Post-Delivery Lease Notice

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention: Vice President - Contracts
Mail Code 1C2-AIR

In connection with the lease by <CustomerName> (**Lessor**) to ____________________ (**Lessee**) of the aircraft identified below, reference is made to Purchase Agreement No. 05602 dated as of __________, 20_____, between The Boeing Company (**Boeing**) and Lessor (**Purchase Agreement**) under which Lessor purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No(s). ____________________ (**Aircraft**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

Lessor has leased the Aircraft, including in that lease the transfer to Lessee of all remaining rights related to the Aircraft under the Purchase Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Purchase Agreement:

1. Lessor authorizes Lessee to exercise, to the exclusion of Lessor, all rights and powers of Lessor with respect to the remaining rights related to the Aircraft under the Purchase Agreement. This authorization will continue until Boeing receives written notice from Lessor to the contrary, addressed to Vice President – Contracts, Mail Code 1C2-AIR, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124. Until Boeing receives such notice, Boeing is entitled to deal exclusively with Lessee with respect to the Aircraft under the Purchase Agreement. With respect to the rights and obligations of Lessor under the Purchase Agreement, all actions taken or agreements entered into by Lessee during the period prior to Boeing's receipt of this notice are final and binding on Lessor. Further, any payments made by Boeing as a result of claims made by Lessee will be made to the credit of Lessee.

2. Lessee accepts the authorization above, acknowledges it has reviewed those provisions of the Purchase Agreement related to the authority granted and agrees to be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C of the Purchase Agreement and the insurance provisions in Article 9.2 of the Purchase Agreement. Lessee further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such

further action as Boeing may reasonably request in order to obtain the full benefits of Lessee's agreements in this paragraph.

3. Lessor will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Lessor to Boeing prior to the effective date of this letter.

We request that Boeing acknowledges receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

<CUSTOMERNAME>		LESSEE	
By:	______________________	By:	______________________
Its:	______________________	Its:	______________________
Dated:	______________________	Dated:	______________________

Appendix IV
SAMPLE
Post-Delivery Lease Notice

Receipt of the above letter is acknowledged and transfer of rights under the Purchase Agreement with respect to the Aircraft described above is confirmed, effective as of this date.

THE BOEING COMPANY

By: ________________________________

Its: Attorney-in-Fact

Dated: ________________________________

Aircraft Manufacturer's Serial Number ____________________

Appendix V
SAMPLE
Purchaser's/Lessee's Agreement

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention Vice President – Contracts
Mail Code 1C2-AIR

In connection with the //sale/lease// by <CustomerName> (**//Seller/Lessor//**) to ____________________ (**//Purchaser/Lessee//**) of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. _____ dated as of __________, 20_____, between The Boeing Company (**Boeing**) and //Seller/Lessor// (**Purchase Agreement**) under which //Seller/Lessor// purchased certain Boeing Model _____ aircraft, including the aircraft bearing Manufacturer's Serial No(s). ____________________ (**Aircraft**); and

2. Aircraft //Sale/Lease// Agreement dated as of __________, 20_____, between //Seller/Lessor// and //Purchaser/Lessee// (**Aircraft Agreement**) under which //Seller/Lessor// is //selling/leasing// the Aircraft.

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

1. //Seller/Lessor// has //sold/leased// the Aircraft under the Aircraft Agreement, including therein a form of exculpatory clause protecting //Seller/Lessor// from liability for loss of or damage to the aircraft, and/or related incidental or consequential damages, including without limitation loss of use, revenue or profit.

2. Disclaimer and Release; Exclusion of Consequential and Other Damages.

2.1 In accordance with //Seller/Lessor// obligation under Article 10.5 of the Purchase Agreement, //Purchaser/Lessee// hereby agrees that:

2.2 DISCLAIMER AND RELEASE. IN CONSIDERATION OF THE //SALE/LEASE// OF THE AIRCRAFT, //PURCHASER/LESSEE// HEREBY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF BOEING AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF //PURCHASER/LESSEE// AGAINST BOEING, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, BOEING PRODUCT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT, INCLUDING, BUT NOT LIMITED TO:

(i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

(ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

(iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING; AND

(iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY AIRCRAFT.

2.3 EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. BOEING WILL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF BOEING, OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY AIRCRAFT, MATERIALS, TRAINING, SERVICES OR OTHER THING PROVIDED UNDER THE AIRCRAFT AGREEMENT.

2.4 Definitions. For the purpose of this paragraph 2, **BOEING** or **Boeing** is defined as The Boeing Company, its divisions, subsidiaries, affiliates, the assignees of each, and their respective directors, officers, employees and agents.

Very truly yours,

<CUSTOMERNAME>		//PURCHASER/LESSEE//	
By:	______________________	By:	______________________
Its:	______________________	Its:	______________________
Dated:	______________________	Dated:	______________________

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention Vice President – Contracts
Mail Code 1C2-AIR

Reference is made to Purchase Agreement No. _____ dated as of __________, 20__ (**Purchase Agreement**), between The Boeing Company (**Boeing**) and <CustomerName> (**Customer**), under which Customer purchased certain Boeing Model __________ aircraft including the aircraft bearing Manufacturer's Serial No(s). _______________ (**Aircraft**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

To accomplish the appointment of an agent, Customer confirms:

1. Customer has appointed _________________________ as agent (**Agent**) to act directly with Boeing with respect to the remaining warranties under the Purchase Agreement and requests Boeing to treat Agent as Customer for the administration of claims with respect to such warranties; provided however, Customer remains liable to Boeing to perform the obligations of Customer under the Purchase Agreement.

2. Boeing may continue to deal exclusively with Agent concerning the matters described herein unless and until Boeing receives written notice from Customer to the contrary, addressed to Vice President - Contracts, Mail Code 1C2-AIR, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124, U.S.A. With respect to the rights and obligations of Customer under the Purchase Agreement, all actions taken by Agent or agreements entered into by Agent during the period prior to Boeing's receipt of such notice are final and binding on Customer. Further, any payments made by Boeing as a result of claims made by Agent will be made to the credit of Agent unless otherwise specified when each claim is submitted.

3. Customer will remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Customer to Boeing prior to the effective date of this letter.

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

We request that Boeing acknowledge receipt of this letter and confirm the appointment of Agent as stated above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

<CUSTOMERNAME>

By: ______________________________

Its: ______________________________

Dated: ______________________________

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

AGENT'S AGREEMENT

Agent accepts the appointment as stated above, acknowledges it has reviewed the those portions of the Purchase Agreement related to the authority granted it under the Purchase Agreement and agrees that, in exercising any rights or making any claims thereunder, Agent will be bound by and comply with all applicable terms and conditions of the Purchase Agreement including, without limitation, the DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES in Article 11 of Part 2 of Exhibit C to the Purchase Agreement. Agent further agrees, upon the written request of Boeing, to promptly execute and deliver such further assurances and documents and take such further action as Boeing may reasonably request in order to obtain the full benefits of the warranties under the Purchase Agreement.

Very truly yours,

<AgentName>

By: ______________________________

Its: ______________________________

Dated: ______________________________

Appendix VI
SAMPLE
Post-Delivery Owner Appointment of Agent - Warranties

Receipt of the above letter is acknowledged and the appointment of Agent with respect to the above-described rights under the Purchase Agreement is confirmed, effective as of this date.

THE BOEING COMPANY

By: ______________________________

Its: Attorney-in-Fact

Dated: ______________________________

Aircraft Manufacturer's Serial Number ____________________

Appendix VII
SAMPLE
Contractor Confidentiality Agreement

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention Vice President – Contracts
Mail Code 1C2-AIR

This agreement (**Agreement**) is entered into between __________________________ (**Contractor**) and <CustomerName> (**Customer**) and will be effective as of the date set forth below.

In connection with Customer's provision to Contractor of certain Materials, Proprietary Materials and Proprietary Information; reference is made to Purchase Agreement No. 05602 dated as of __________ between The Boeing Company (**Boeing**) and Customer (**Purchase Agreement**).

Terms used herein without definition will have the same meaning as in the Purchase Agreement.

Boeing has agreed to permit Customer to make certain Materials, Proprietary Materials and Proprietary Information relating to Customer's Boeing Model _____ aircraft, Manufacturer's Serial Number ________________, Registration No. __________ (**Aircraft**) available to Contractor in connection with Customer's contract with Contractor to maintain/repair/modify the Aircraft (**Contract**). In consideration of the Contract, and as a condition of receiving the Proprietary Materials and Proprietary Information, Contractor agrees as follows:

1. For purposes of this Agreement:

Aircraft Software means software intended to fly with and be utilized in the operation of an Aircraft, but excludes software furnished by Customer.

Materials means any and all items that are created by Boeing or a Third Party, are provided directly or indirectly to Contractor from Boeing or from Customer, and serve primarily to contain, convey or embody information. Materials may include either tangible forms (for example, documents or drawings) or intangible embodiments (for example, software and other electronic forms) of information, but excludes Aircraft Software and software furnished by Customer.

Proprietary Information means any and all proprietary, confidential and/or trade secret information owned by Boeing or a Third Party which is contained, conveyed or embodied in Materials.

Proprietary Materials means Materials that contain, convey, or embody Proprietary Information.

Third Party means anyone other than Boeing, Customer and Contractor.

2. Boeing has authorized Customer to grant to Contractor a worldwide, non-exclusive, personal and nontransferable license to use Proprietary Materials and Proprietary Information, owned by Boeing, internally in connection with performance of the Contract or as may otherwise be authorized by Boeing in writing. Contractor will keep confidential and protect from disclosure to any person, entity or government agency, including any person or entity affiliated with Contractor, all Proprietary Materials and Proprietary Information. Individual copies of all Materials and Aircraft Software are provided to Contractor subject to copyrights therein, and all such copyrights are retained by Boeing or, in some cases, by Third Parties. Contractor is authorized to make copies of Materials (except for Materials bearing the copyright legend of a Third Party) provided, however, Contractor preserves the restrictive legends and proprietary notices on all copies. All copies of Proprietary Materials will belong to Boeing and be treated as Proprietary Materials under this Agreement.

3. Contractor specifically agrees not to use Proprietary Materials or Proprietary Information in connection with the manufacture or sale of any part or design. Unless otherwise agreed with Boeing in writing, Proprietary Materials and Proprietary Information may be used by Contractor only for work on the Aircraft for which such Proprietary Materials have been specified by Boeing. Customer and Contractor recognize and agree that they are responsible for ascertaining and ensuring that all Materials are appropriate for the use to which they are put.

4. Contractor will not attempt to gain access to information by reverse engineering, decompiling, or disassembling any portion of any software or Aircraft Software provided to Contractor pursuant to this Agreement.

5. Upon Boeing's request at any time, Contractor will promptly return to Boeing (or, at Boeing's option, destroy) all Proprietary Materials, together with all copies thereof and will certify to Boeing that all such Proprietary Materials and copies have been so returned or destroyed.

6. When and to the extent required by a government regulatory agency having jurisdiction over Contractor, Customer or the Aircraft, Contractor is authorized to provide Proprietary Materials and disclose Proprietary Information to the agency for the agency's use in connection with Contractor's authorized use of such Proprietary Materials and/or Proprietary Information in connection with Contractor's maintenance, repair, or modification of the Aircraft. Contractor agrees to take reasonable steps to prevent such agency from making any distribution or disclosure, or additional use of the Proprietary Materials and Proprietary Information so provided or disclosed. Contractor further agrees to promptly notify Boeing upon learning of any (i) distribution, disclosure, or additional use by such agency, (ii) request to such agency for distribution, disclosure, or additional use, or (iii) intention on the part of such agency to distribute, disclose, or make additional use of the Proprietary Materials or Proprietary Information.

7. Boeing is an intended third party beneficiary under this Agreement, and Boeing may enforce any and all of the provisions of the Agreement directly against Contractor. Contractor hereby submits to the jurisdiction of the Washington state courts and the United States District Court for the Western District of Washington with regard to any Boeing claims under this Agreement. It is agreed that Washington law (excluding Washington's conflict-of-law rules) will apply to this Agreement and to any claim or dispute under this Agreement.

8. No disclosure or physical transfer by Boeing or Customer to Contractor, of any Proprietary Materials or Proprietary Information covered by this Agreement will be construed as granting a license, other than as expressly set forth in this Agreement or any ownership right in any patent, patent application, copyright or proprietary information.

9. The provisions of this Agreement will apply notwithstanding any markings or legends, or the absence thereof, on any Proprietary Materials.

10. This Agreement is the entire agreement of the parties regarding the ownership and treatment of Proprietary Materials and Proprietary Information, and no modification of this Agreement will be effective as against Boeing unless embodied in writing and signed by authorized representatives of Contractor, Customer and Boeing.

11. Failure by either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Agreement will remain in full force.

12. The obligations of Customer and Contractor relating to Proprietary Materials and Proprietary Information under this Agreement will remain in effect and will survive cancellation or termination of this Agreement.

AGREED AND ACCEPTED this

Date: ___________________________

Contractor	<CustomerName>
______________________	______________________
Signature	Signature
______________________	______________________
Printed Name	Printed Name
______________________	______________________
Title	Title

Appendix VIII
SAMPLE
Post-Delivery Sale with Lease to Seller

[Notice from Owner/Seller and subsequent Buyer regarding post-delivery sale and lease back of an Aircraft and transfer of all remaining Purchase Agreement rights.]

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention Vice President – Contracts
Mail Code 1C2-AIR

In connection with ________________'s (**Seller's**) sale to and lease back from ________________ (**Buyer**) of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. _______ dated as of _________________, between The Boeing Company (**Boeing**) and Seller (**Agreement**) under which Seller purchased certain Boeing Model _____________ aircraft, including the aircraft bearing Manufacturer's Serial No(s). _________(**Aircraft**).

2. Aircraft sale agreement dated as of ___________________, between Seller and Buyer.

3. Aircraft lease agreement dated as of ___________________, between Buyer and Seller.

Terms used herein without definition will have the same meaning as in the Agreement.

Seller has sold the Aircraft, including in that sale the transfer to Buyer of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

1. Seller confirms for the benefit of Boeing that it owns and controls the rights it purports to assign herein.

2. Buyer acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

3. Buyer authorizes Seller to exercise, to the exclusion of Buyer all rights and powers of "Customer" with respect to the remaining rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from

Buyer to the contrary, addressed to Vice President - Contracts, Mail Code 1C2-AIR, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124 (if by mail) or (425) 237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Seller as "Customer" with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of "Customer" under the Agreement, all actions taken by Seller or agreements entered into by Seller during the period prior to Boeing's receipt of that notice are final and binding on Buyer. Further, any payments made by Boeing as a result of claims made by Seller prior to receipt of such notice are to be made to the credit of Seller.

4. Seller accepts the authorization set forth in paragraph 3 above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those relating to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

5. Seller agrees to remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

SELLER		BUYER	
By:	________________	By:	________________
Its:	________________	Its:	________________
Dated:	________________	Dated:	________________

Receipt of the above letter is acknowledged and transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By: ____________________________________

Its: Attorney-in-Fact

Dated: ____________________________________

Appendix IX
SAMPLE
SALE WITH LEASE

[NOTE: From 1st tier Owner/Seller and subsequent Buyer regarding post-delivery sale and lease of an Aircraft. Remaining PA rights have been assigned to the new owner; the new owner authorizes a lessee to exercise such rights during the term of a lease.]

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention Vice President – Contracts
Mail Code 1C2-AIR

In connection with the sale by ___________________ (**Seller**) to ___________________ (**Purchaser**) and subsequent lease of the aircraft identified below, reference is made to the following documents:

1. Purchase Agreement No. ______ dated as of _______________, between The Boeing Company (**Boeing**) and Seller (**Agreement**) under which Seller purchased certain Boeing Model _________ aircraft, including the aircraft bearing Manufacturer's Serial No(s). ____________ (**Aircraft**).

2. Aircraft sale agreement dated as of __________, between Seller and Purchaser.

3. Aircraft lease agreement dated as of __________, between Purchaser and _________ (**Lessee**) (**Lease**).

Terms used herein without definition will have the same meaning as in the Agreement.

Seller has sold the Aircraft, including in that sale the transfer to Purchaser of all remaining rights related to the Aircraft under the Agreement. To accomplish this transfer of rights, as authorized by the provisions of the Agreement:

1. Seller confirms for the benefit of Boeing that it owns and controls the rights it purports to assign herein.

2. Purchaser acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

3. Purchaser authorizes Lessee during the term of the Lease to exercise, to the exclusion of Purchaser all rights and powers of “Customer” with respect to the remaining

rights related to the Aircraft under the Agreement. This authorization will continue until Boeing receives written notice from Purchaser to the contrary, addressed to Vice President - Contracts, Mail Code 1C2-AIR, Boeing Commercial Airplanes, P.O. Box 3707, Seattle, Washington 98124 (if by mail) or (425) 237-1706 (if by facsimile). Until Boeing receives this notice, Boeing is entitled to deal exclusively with Lessee as “Customer” with respect to the Aircraft under the Agreement. With respect to the rights, powers, duties and obligations of “Customer” under the Agreement, all actions taken by Lessee or agreements entered into by Lessee during the period prior to Boeing's receipt of that notice are final and binding on Purchaser. Further, any payments made by Boeing as a result of claims made by Lessee prior to receipt of this notice are to be made to the credit of Lessee.

4. Lessee accepts the authorization set forth in paragraph 3 above, acknowledges it has reviewed the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, it is bound by and will comply with all applicable terms, conditions, and limitations of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

5. Seller agrees to remain responsible for any payments due Boeing as a result of obligations relating to the Aircraft incurred by Seller to Boeing prior to the effective date of this letter.

Appendix IX
SAMPLE
SALE WITH LEASE

We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing the acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

SELLER		PURCHASER	
By:	______________________	By:	______________________
Its:	______________________	Its:	______________________
Dated:	______________________	Dated:	______________________

LESSEE

By: ______________________

Its: ______________________

Dated: ______________________

Appendix IX
SAMPLE
SALE WITH LEASE

Receipt of the above letter is acknowledged and the transfers of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By: ____________________________________

Its: Attorney-in-Fact

Dated: ____________________________________

Aircraft Manufacturer's Serial Number ____________________

Boeing Commercial Airplanes
P.O. Box 3707
Seattle, Washington 98124
U.S.A.

By Courier
7755 E Marginal Way S
Bldg 2-15 Mail Room
Seattle, Washington 98108
U.S.A.

Attention Vice President – Contracts
Mail Code 1C2-AIR

Reference is made to Purchase Agreement No. ________ dated as of _______________, (**Agreement**) between The Boeing Company (**Boeing**) and __________________________ (**Borrower**) pursuant to which Borrower purchased from Boeing one (1) Boeing model _______ aircraft bearing Manufacturer's Serial Number _______ (**Aircraft**).

Terms used herein without definition will have the same meanings as in the Agreement.

Borrower confirms for the benefit of Boeing it owns and controls the rights it purports to assign herein.

In connection with Borrower's financing of the Aircraft, Borrower is entering into a **//**Trust Indenture**/**Mortgage**//**, dated as of ___________, between Borrower and __________________________ (**//Indenture Trustee/Mortgagee//**) (**//Trust Indenture/Mortgage//**), which grants a security interest in **[the warranty rights/ all of its rights]** contained in the Agreement related to the Aircraft (**Assigned Rights**). Borrower is authorized to exercise the Assigned Rights until such time as the **//**Indenture Trustee**/**Mortgagee**//** notifies Boeing as provided below that an Event of Default under the **//**Trust Indenture**/**Mortgage**//** has occurred and is continuing. In connection with this assignment for security purposes, as authorized by the provisions of the Agreement:

1. **//**Indenture Trustee**/**Mortgagee**//**, as assignee of, and holder of a security interest in, the estate, right, and interest of the Borrower in and to the Agreement pursuant to the terms of a certain **//**Trust Indenture**/**Mortgage**//**, acknowledges that it has received copies of the applicable provisions of the Agreement and agrees that in exercising any rights under the Agreement or asserting any claims with respect to the Aircraft or other things (including without limitation, Materials, training and services) delivered or to be delivered, its rights and remedies under the **//**Trust Indenture**/**Mortgage**//** will be subject to the terms and conditions of the Agreement including but not limited to those related to any exclusion or limitation of liabilities or warranties, indemnity and insurance.

2. Borrower is authorized to exercise, to the exclusion of **//**Indenture Trustee**/**Mortgagee**//** all rights and powers of "Customer" under the Agreement, unless and until Boeing receives a written notice from **//**Indenture Trustee**/**Mortgagee**//**, addressed to its

Vice President - Contracts, Mail Code 1C2-AIR, Boeing Commercial Airplanes at P.O. Box 3707, Seattle, Washington 98124, (if by mail), or (425) 237-1706 (if by facsimile) that an event of default under the //Trust Indenture/Mortgage// has occurred and is continuing. Until such notice has been given, Boeing will be entitled to deal solely and exclusively with Borrower. Thereafter, until //Indenture Trustee/Mortgagee// has provided Boeing written notice that any such event no longer continues, Boeing will be entitled to deal solely and exclusively with //Indenture Trustee/Mortgagee//. Boeing may act with acquittance and conclusively rely on any such notice.

Borrower will remain responsible to Boeing for any amounts due Boeing with respect to the Aircraft under the Agreement prior to Boeing's receipt of such notice. We request that Boeing acknowledge receipt of this letter and confirm the transfer of rights set forth above by signing its acknowledgment and forwarding one copy of this letter to each of the undersigned.

Very truly yours,

BORROWER		//INDENTURE TRUSTEE/MORTGAGEE//	
By:	______________________	By:	______________________
Its:	______________________	Its:	______________________
Dated:	______________________	Dated:	______________________

Receipt of the above letter is acknowledged and the transfer of rights under the Agreement with respect to the Aircraft described above is confirmed, effective as of the date indicated below.

THE BOEING COMPANY

By: ____

Its: Attorney-in-Fact

Dated: ____

Aircraft Manufacturer's Serial Number ______________________

The Boeing Company
‹ 3707
WA 98124 2207

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

DAL-PA-05602-LA-2506956

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: Open Configuration Matters

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Aircraft Configuration.

1.1 Initial Configuration. The initial configuration of the Aircraft is defined by Boeing Model 787-10 [***]. Due to the long period of time between Purchase Agreement signing and delivery of the first Aircraft, the final configuration of the Aircraft will be completed as described below.

1.2 Final Configuration. The Aircraft configuration will be completed using the then-current Boeing basic model aircraft configuration document applicable to the Aircraft at the time of Final Configuration (defined as follows). Boeing and Customer will incorporate certain other configuration changes into the Aircraft as such changes are offered by Boeing and accepted by authorized representative of Customer in writing (**Final Configuration**) in accordance with the following schedule:

1.2.1 No later than [***] prior to the scheduled delivery month for the first Aircraft, Boeing will provide to Customer a list of offerable seats, In-Flight Entertainment equipment and associated configuration milestone deadlines associated with those.

1.2.2 No later than [***] prior to the first Aircraft's scheduled delivery month, Boeing and Customer will meet to discuss potential optional features.

1.2.3 Within [***], Boeing will provide Customer with a proposal for [***].

1.2.4 Customer will then have [***] to accept or reject [***].

2. Effect on Purchase Agreement.

2.1 Following Final Configuration, Boeing will provide a written amendment to the Purchase Agreement (**Amendment**). Customer will execute the Amendment within thirty (30) calendar days addressing the items below:

2.1.1 Changes to the basic model aircraft which are applicable to the Aircraft and have been developed by Boeing between the date of signing of the Purchase Agreement and date of Final Configuration;

2.1.2 [***] accepted by Customer pursuant to Article 1.2 above (**Customer Configuration Changes**);

2.1.3 Update the Aircraft configuration definition contained in Exhibit A of the Purchase Agreement and referenced in Table 1 of the Purchase Agreement; and

2.1.4 Update the prices contained in Table 1 of the Purchase Agreement to adjust for the difference, if any, between [***]

2.2 Following the Amendment, the Final Configuration will be incorporated into the Detail Specification.

2.3 Revisions to the [***] may be included in the Amendment when such Customer Configuration Changes have a significant effect on [***]

2.4 If the Amendment to the Purchase Agreement does not occur as set out in Article 2.1 above, then Boeing may rely on [***]

3. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506957

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: a) Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

b) Customer Services General Terms Agreement No. 32-1 (**CSGTA**) between Boeing and Customer.

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for **Aircraft** which will have the meaning as defined in the Purchase Agreement.

[***]

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. [***]

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

10. Assignment.

Unless otherwise noted herein, the credit memoranda, payment schedules and other business considerations described in this Letter Agreement are provided to Customer and in consideration of Customer becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

11. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506958

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: a) Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787 aircraft (**Aircraft**)

b) Customer Services General Terms Agreement No. 32-1 (**CSGTA**) as amended and supplemented between Boeing and Customer

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. Additional Terms and Conditions.

[***]

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506959

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: Special Matters relating to COTS Software and End User License Agreements

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

<u>Recitals</u>

Certain [***] software are available to perform various functions required in the Aircraft (**COTS Software**).

The industry practice for COTS Software is to permit manufacturers to install the software in products for sale to customers. The manufacturer is required to pass to the customer an End User License Agreement (**EULA**), which covers the right to use the COTS Software. The EULAs also require each user of the product to further license the software and pass the EULA to any user to whom they transfer the product.

Because of the industry practice for COTS Software, Boeing does not acquire title to COTS Software and cannot pass title to COTS Software at the time of delivery of the Aircraft.

Therefore, the parties desire to amend certain provisions of the Purchase Agreement to properly reflect the rights and obligations of the parties with respect to the COTS Software included in the Aircraft.

<u>Agreement</u>

[***]

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506960

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: a) Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787 aircraft (**Aircraft**)

b) Letter Agreement entitled “[***]”

c) Customer Services General Terms Agreement No. 32-1 (**CSGTA**) between Boeing and Customer, including Supplemental Agreement for Electronic Access (**SA-EA**), Supplemental Agreement for e-Enabling (**SA-eE**), and 787 Software License Orders

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Introduction.

Prior to delivery of the Aircraft to Customer, Boeing baseline production software will be installed in the Aircraft. [***]

2. Boeing-Provided Operational Software and Data.

Pursuant to the Purchase Agreement and any applicable 787 software license order(s), [***]

3. Customer-Provided Operational Software and Data.

3.1 Airline Modifiable Software. [***]

3.2 [***]

3.3 [***]

4. Additional Terms and Conditions.

4.1 [***]

4.2 [***] the Boeing performed loading services is estimated to be approximately [***] per attempt. [***]

4.2.1 [***]

4.2.2 [***]

4.3 [***]

4.4 Customer is responsible for functional testing, verification, quality assurance, and operational approval of all Customer-provided operational software.

4.5 [***]

4.6 [***]

4.7 [***]

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506962

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***] Guarantees

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [***] guarantees in the Attachment to this Letter Agreement. These guarantees [***].

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

2. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

[***]

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506963

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. 05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. [***]

9. [***]

10. [***]

11. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

12. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase

Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506964

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. 5602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. Assignment.

Unless otherwise noted herein, the credit memoranda, payment schedules and other business considerations described in this Letter Agreement are provided to Customer and in consideration of Customer becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

9. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506965

Delta Air Lines, Inc.
Department [***]
1030 Delta Blvd.
Atlanta, Georgia 30354

Subject: [***]

Reference: Purchase Agreement No. 05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

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7. [***]

8. [***]

9. [***]

10. Assignment.

Unless otherwise noted herein, the credit memoranda, payment schedules and other business considerations described in this Letter Agreement are provided in consideration of Customer becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

11. Confidentiality.

The information contained in this Purchase Agreement represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Purchase Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

ATTACHMENT A

[***]

ATTACHMENT B

[***]

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506966

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. 05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or in part.

9. Confidentiality.

The information contained in this Purchase Agreement represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Purchase Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

DAL-PA-05602- LA-2506967

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: Option Aircraft [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Right to Purchase Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1 to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase additional Model 787-10 aircraft as option aircraft (**Option Aircraft**).

2. Delivery.

The number of aircraft and delivery months for the Option Aircraft are listed in the Attachment A (**Attachment A**) to this Letter Agreement.

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. [***]

9. [***]

10. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing, except as provided in Sections 10.1.1 and 10.1.3 of the Purchase Agreement.

11. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

Attachment A To
Letter Agreement No. DAL-PA-05602-LA-2506967
Option Aircraft [***]
GE Engines

Airframe Model/MTOW:	787-10	[***]
Engine Model/Thrust:	GENX-1B74/75	[***]
Airframe Price:		[***]
Optional Features Estimate:		[***]
Sub-Total of Airframe and Features:		[***]
Engine Price (Per Aircraft):		[***]
Aircraft Basic Price (Excluding BFE/SPE):		[***]
Buyer Furnished Equipment (BFE) Estimate:		[***]
In-Flight Entertainment (IFE) Estimate:		[***]

Configuration Specification:	[***]
Airframe Price Base Year/Escalation Formula:	[***]
Engine Price Base Year/Escalation Formula:	[***]

<u>Airframe Escalation Data:</u>

[***]

Delivery Date	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**		**Escalation Estimate Adv Payment Base Price Per A/P**	[***]			
						[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]

Total: [***]

Attachment B To
Letter Agreement No. DAL-PA-05602-LA-2506967
[***]
GE Engines

Airframe Model/MTOW:	787-10	[***]
Engine Model/Thrust:	GENX-1B74/75	[***]
Airframe Price:		[***]
Optional Features Estimate:		[***]
Sub-Total of Airframe and Features:		[***]
Engine Price (Per Aircraft):		[***]
Aircraft Basic Price (Excluding BFE/SPE):		[***]
Buyer Furnished Equipment (BFE) Estimate:		[***]
In-Flight Entertainment (IFE) Estimate:		[***]

Configuration Specification:	[***]
Airframe Price Base Year/Escalation Formula:	[***]
Engine Price Base Year/Escalation Formula:	[***]

<u>Airframe Escalation Data:</u>

[***]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)		Escalation Estimate Adv Payment Base Price Per A/P	[***]			
						[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]

Total: [***]

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506968

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

[***]

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing except as expressly permitted by Section 10.1.1 or 10.1.3 of the Purchase Agreement.

9. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

DAL-PA-05602-LA-2506969

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. 05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. [***] All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing except as provided in Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506970

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

[***]

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing except as provided in Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

7. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

DAL-PA-05602-LA-2506971

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

5. Assignment.

Unless otherwise noted herein, the credit memoranda, payment schedules and other business considerations described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

Attachment A - Table 1 To
Letter Agreement DAL-PA-05602-LA-2506971 [***]
Aircraft [***]
GE Engines

Airframe Model/MTOW:	787-10	[***]	**Configuration Specification:**	[***]
Engine Model/Thrust:	GENX-1B74/75	[***]	**Airframe Price Base Year/Escalation Formula:**	[***]
Airframe Price:		[***]	**Engine Price Base Year/Escalation Formula:**	[***]
Optional Features Estimate:		[***]		
Sub-Total of Airframe and Features:		[***]	**<u>Airframe Escalation Data:</u>**	
Engine Price (Per Aircraft):		[***]		
Aircraft Basic Price (Excluding BFE/SPE):		[***]		
Buyer Furnished Equipment (BFE) Estimate:		[***]		
In-Flight Entertainment (IFE) Estimate:		[***]		
Deposit per Aircraft:		[***]		

Delivery Date	**Number of Aircraft**	**Escalation Factor (Airframe)**	**Escalation Factor (Engine)**		**Escalation Estimate Adv Payment Base Price Per A/P**	[***]			
						[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]

Total: [***]

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506972

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. 05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing except as provided in Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

9. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

ATTACHMENT A

[***]

ATTACHMENT B

[***]

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506973

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to Model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

[***]

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing except as provided in Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

7. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase

Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

DAL-PA-05602-LA-2506974

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

[***]

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. [***]

9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing except as provided in Sections 10.1.1 and 10.1.3 of the Purchase Agreement.

10. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506975

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: a) Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 Aircraft (**Aircraft**)

[***]

This letter agreement (**Letter Agreement**) is entered into on the date below. All terms used but not defined in this Letter Agreement have the same meaning as in the [***].

[***]

1. [***]

2. [***]

3. Assignment.

The rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or in part except as provided in Sections 10.1.1 and 10.1.3 of the Purchase Agreement.

4. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each Party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing Party makes commercially reasonable efforts to notify the non-disclosing Party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing Party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such Party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602- LA-2506976

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

[***]

1. [***]

2. [***]

3. [***]

4. [***]

5. [***]

6. [***]

7. [***]

8. [***]

9. [***]

10. [***]

11. Assignment.

Unless otherwise noted herein, the credit memoranda, payment schedules and other business considerations described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of

Boeing except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

12. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.		THE BOEING COMPANY	
By:	/s/ Kristen Bojko	By:	/s/ Mira Zimmermann
Name:	Kristen Bojko	Name:	Mira Zimmermann
Title:	Vice President – Fleet	Title:	Attorney-In-Fact

ATTACHMENT A

[***]

ATTACHMENT B

[***]

The Boeing Company
‹ 3707
WA 98124 2207

DAL-PA-05602-LA-2506977

Delta Air Lines, Inc.
Department [***]
1030 Delta Boulevard
Atlanta, GA 30354

Subject: [***]

Reference: Purchase Agreement No. PA-05602 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Delta Air Lines, Inc. (**Customer**) relating to model 787-10 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***]

2. [***]

3. Assignment.

This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing except as expressly permitted under Articles 10.1.1 and 10.1.3 of the Purchase Agreement.

4. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Each party will limit the disclosure of its contents to its employees with a need to know the contents for purposes of helping it perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose this Letter Agreement (i) for the purpose of regulatory requirements, including without limitation registrations and filings pursuant thereto, or as otherwise required by law, provided that the disclosing party makes commercially reasonable efforts to notify the non-disclosing party in advance of such disclosure and considers in good faith all limitations on such disclosure requested by the non-disclosing party; (ii) for the purpose of disclosure to its auditors and its legal advisors on a need to know basis who themselves agree not to further disclose such information; and (iii) to the extent such information is publicly available other than as a result of the disclosure by or on behalf of such party.

ACCEPTED AND AGREED TO this

Date: January 12, 2026

DELTA AIR LINES, INC.

By: /s/ Kristen Bojko

Name: Kristen Bojko

Title: Vice President – Fleet

THE BOEING COMPANY

By: /s/ Mira Zimmermann

Name: Mira Zimmermann

Title: Attorney-In-Fact

Exhibit 15

April 8, 2026

To 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 333-284844 and 333-272728, and Form S-8 No.'s 333-142424, 333-149308, 333-154818, 333-151060, 333-212525 and 333-288620) of Delta Air Lines, Inc. for the registration of its securities of our report dated April 8, 2026 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 March 31, 2026.

/s/ Ernst & Young LLP

Exhibit 31.1

I, Edward H. Bastian, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Delta Air Lines, Inc. ("Delta") for the quarterly period ended March 31, 2026;
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.

April 8, 2026

/s/ Edward H. Bastian
Edward H. Bastian
Chief Executive Officer

Exhibit 31.2

I, Erik S. Snell, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Delta Air Lines, Inc. ("Delta") for the quarterly period ended March 31, 2026;
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.

April 8, 2026

/s/ Erik S. Snell

Erik S. Snell
Executive Vice President and Chief Financial Officer

Exhibit 32

April 8, 2026
Securities and Exchange Commission
100 F Street, NE
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 March 31, 2026 (the "Report").

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

1. such Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Delta.

/s/ Edward H. Bastian
Edward H. Bastian
Chief Executive Officer

/s/ Erik S. Snell
Erik S. Snell
Executive Vice President and Chief Financial Officer