

**OS AA01**

Statement of details of parent law and other  
information for an overseas company



Companies House

307853 | 20.

☒ What this form is for  
You may use this form to  
accompany your accounts  
disclosed under parent law

☒ What this form is NOT  
You cannot use this form  
an alteration of manner  
with accounting require

TUESDAY



A13 \*A57N3HNC\* #460  
24/05/2016  
COMPANIES HOUSE

**Part 1 Corporate company name**

Corporate name of  
overseas company ① DELTA AIR LINES INC

UK establishment  
number B R 0 0 1 2 4 6

→ Filling in this form  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*  
① This is the name of the company in  
its home state

**Part 2 Statement of details of parent law and other  
information for an overseas company**

**A1 Legislation**

Please give the legislation under which the accounts have been prepared and,  
if applicable, the legislation under which the accounts have been audited

Legislation ② SECURITIES EXCHANGE ACT OF 1934

② This means the relevant rules or  
legislation which regulates the  
preparation and, if applicable, the  
audit of accounts

**A2 Accounting principles**

Accounts Have the accounts been prepared in accordance with a set of generally accepted  
accounting principles?

Please tick the appropriate box

☐ No Go to Section A3

☒ Yes Please enter the name of the organisation or other  
body which issued those principles below, and then go to Section A3

Name of organisation  
or body ③ US GAAP

③ Please insert the name of the  
appropriate accounting organisation  
or body

**A3 Accounts**


Accounts Have the accounts been audited? Please tick the appropriate box

☐ No Go to Section A5

☒ Yes Go to Section A4

**OS AA01**

Statement of details of parent law and other information for an overseas company

<b>A4 Audited accounts</b>	
Audited accounts	<p>Have the accounts been audited in accordance with a set of generally accepted auditing standards?</p> <p>Please tick the appropriate box.</p> <p><input type="checkbox"/> No Go to Part 3 'Signature'</p> <p><input checked="" type="checkbox"/> Yes Please enter the name of the organisation or other body which issued those standards below, and then go to Part 3 'Signature'</p>
Name of organisation or body <sup>1</sup>	US GAAP
<b>A5 Unaudited accounts</b>	
Unaudited accounts	<p>Is the company required to have its accounts audited?</p> <p>Please tick the appropriate box</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes</p>
<b>Part 3 Signature</b>	
Signature	<p>I am signing this form on behalf of the overseas company</p> <p>Signature</p> <p>X  X</p> <p>This form may be signed by Director, Secretary, Permanent representative</p>

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and, if appropriate, the registered number, match the information held on the public Register
- ☐ You have completed all sections of the form, if appropriate
- ☐ You have signed the form

**Important information**

Please note that all this information will appear on the public record

**Where to send**

You may return this form to any Companies House address

**England and Wales**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 2015

Or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
Commission File Number 001-5424



Delaware  
(State or other jurisdiction of incorporation or organization)

58-0218548  
(I R S Employer Identification No )

Post Office Box 20706  
Atlanta, Georgia  
(Address of principal executive offices)

30320-6001  
(Zip Code)

Registrant's telephone number, including area code (404) 715-2600  
Securities registered pursuant to Section 12(b) of the Act

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

Securities registered pursuant to Section 12(g) of the Act None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act: Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act: Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days: Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files): Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K: ☒

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

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act): Yes ☐ No ☒

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2015 was approximately \$32.7 billion.

On January 31, 2016, there were outstanding 778,508,621 shares of the registrant's common stock.

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

**Documents Incorporated By Reference**

Part III of this Form 10-K incorporates by reference certain information from the registrant's definitive Proxy Statement for its Annual Meeting of Stockholders to be filed with the Securities and Exchange Commission.

## Table of Contents

	<u>Page</u>
<u>Forward-Looking Statements</u>	1
<b>PART I</b>	
<b><u>ITEM 1. BUSINESS</u></b>	2
General	2
Fuel	4
Frequent Flyer Program	5
Other Businesses	5
Distribution and Expanded Product Offerings	5
Competition	6
Regulatory Matters	7
Employee Matters	10
Executive Officers of the Registrant	11
Additional Information	11
<b><u>ITEM 1A. RISK FACTORS</u></b>	12
Risk Factors Relating to Delta	12
Risk Factors Relating to the Airline Industry	17
<b><u>ITEM 1B. UNRESOLVED STAFF COMMENTS</u></b>	18
<b><u>ITEM 2. PROPERTIES</u></b>	19
Flight Equipment	19
Ground Facilities	20
<b><u>ITEM 3. LEGAL PROCEEDINGS</u></b>	21
<b><u>ITEM 4. MINE SAFETY DISCLOSURES</u></b>	21
<b>PART II</b>	
<b><u>ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES</u></b>	22
<b><u>ITEM 6. SELECTED FINANCIAL DATA</u></b>	24
<b><u>ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION</u></b>	26
Financial Highlights - 2015 Compared to 2014	26
Company Initiatives	26
Results of Operations - 2015 Compared to 2014	29
Results of Operations - 2014 Compared to 2013	32
Non-Operating Results	35
Income Taxes	35
Refinery Segment	35
Financial Condition and Liquidity	36
Contractual Obligations	39
Critical Accounting Policies and Estimates	40
Supplemental Information	46
Glossary of Defined Terms	49
<b><u>ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u></b>	50
<b><u>ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA</u></b>	52
<b><u>ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE</u></b>	95
<b><u>ITEM 9A. CONTROLS AND PROCEDURES</u></b>	95

	<u>Page</u>
<u>ITEM 9B. OTHER INFORMATION</u>	<u>97</u>
 <b>PART III</b>	
<u>ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE OF THE REGISTRANT</u>	<u>97</u>
<u>ITEM 11. EXECUTIVE COMPENSATION</u>	<u>97</u>
<u>ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS</u>	<u>97</u>
<u>ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE</u>	<u>97</u>
<u>ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES</u>	<u>98</u>
 <b>PART IV</b>	
<u>ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES</u>	<u>98</u>
<u>SIGNATURES</u>	<u>99</u>
<u>EXHIBIT INDEX</u>	<u>101</u>

---

## Table of Contents

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

### **FORWARD-LOOKING STATEMENTS**

Statements in this Form 10-K (or otherwise made by us or on our behalf) that are not historical facts, including statements about our estimates, expectations, beliefs, intentions, projections or strategies for the future, may be “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from historical experience or our present expectations. Known material risk factors applicable to Delta are described in “Risk Factors Relating to Delta” and “Risk Factors Relating to the Airline Industry” in “Item 1A Risk Factors” of this 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.

## Table of Contents

### **Part I**

#### **ITEM 1 BUSINESS**

##### **General**

We provide scheduled air transportation for passengers and cargo throughout the United States ("U S ") and around the world. Our global route network gives us a presence in every major domestic and international market. Our route network is centered around a system of hub, international gateway and key airports that we operate in Amsterdam, Atlanta, Boston, Detroit, London-Heathrow, Los Angeles, Minneapolis-St. Paul, New York-LaGuardia, New York-JFK, Paris-Charles de Gaulle, Salt Lake City, Seattle and Tokyo-Narita. Each of these operations includes flights that gather and distribute traffic from markets in the geographic region surrounding the hub or gateway to domestic and international cities and to other hubs or gateways. Our network is supported by a fleet of aircraft that is varied in size and capabilities, giving us flexibility to adjust aircraft to the network.

Other important characteristics of our route network include:

- our international joint ventures, particularly our transatlantic joint venture with Air France-KLM and Alitalia as well as our joint venture with Virgin Atlantic,
- our alliances with other foreign airlines, including Aeromexico, GOL and China Eastern and our membership in SkyTeam, a global airline alliance, and
- agreements with multiple domestic regional carriers, which operate as Delta Connection<sup>®</sup>.

We are incorporated under the laws of the State of Delaware. Our principal executive offices are located at Hartsfield-Jackson Atlanta International Airport in Atlanta, Georgia. Our telephone number is (404) 715-2600 and our Internet address is [www.delta.com](http://www.delta.com). Information contained on our website is not part of and is not incorporated by reference in, this Form 10-K.

##### ***International Alliances***

Our international alliance relationships with foreign carriers are an important part of our business as they improve our access to international markets and enable us to market globally integrated air transportation services. In general, these arrangements include reciprocal codesharing and frequent flyer program participation and airport lounge access arrangements, and with some carriers may also include joint sales and marketing coordination, co-location of airport facilities and other commercial cooperation arrangements. These alliances also may present opportunities in other areas, such as airport ground handling arrangements, aircraft maintenance insourcing and joint procurement.

***Joint Venture Agreements*** We currently operate three joint ventures with foreign carriers. These arrangements, for which we have received antitrust immunity from the U.S. Department of Transportation ("DOT"), provide for joint commercial cooperation with our partners within the geographic scope of those arrangements, including the sharing of revenues and/or profits and losses generated by the parties on the joint venture routes, as well as joint marketing and sales, coordinated pricing and revenue management, network planning and scheduling and other coordinated activities with respect to the parties' operations on joint venture routes. The three joint ventures are:

- A transatlantic joint venture with Air France and KLM, both of which are subsidiaries of the same holding company, and Alitalia, which generally covers routes between North America and Europe.
- A transatlantic joint venture with Virgin Atlantic Airways with respect to operations on non-stop routes between the United Kingdom and North America. In addition to the joint venture, we own a non-controlling 49% equity stake in Virgin Atlantic Limited, the parent company of Virgin Atlantic Airways.
- A transpacific joint venture with Virgin Australia Airlines and its affiliated carriers with respect to operations on transpacific routes between North America and Australia/New Zealand.



## Table of Contents

**Enhanced Commercial Agreements with Foreign Carriers** We have separate strategic equity investments in Grupo Aeromexico, S A B de C V , the parent company of Aeroméxico and in GOL Linhas Aereas Inteligentes, S A the parent company of VRG Linhas Aéreas (operating as GOL), and an exclusive commercial relationship with each air carrier. We invested in Aeroméxico and GOL because they operate in Latin America's two largest markets, Mexico and Brazil, respectively. Our commercial agreements with each of these carriers separately provide for expansion of reciprocal codesharing and frequent flyer program participation, airport lounge access arrangements, improved passenger connections and joint sales cooperation.

We intend to further expand our relationship with Aeromexico through a joint venture on flights between the U S and Mexico that will allow us to compete more effectively on these routes. We are currently seeking approvals from governmental authorities for this joint venture. In addition to our commercial cooperation arrangements for passenger service with Aeroméxico, we and Aeromexico have established a joint venture relating to an airframe maintenance, repair and overhaul operation located in Queretaro, Mexico. We have also announced our intention to commence a tender offer for additional capital stock of Grupo Aeromexico (the parent company of Aeromexico) that would result in us owning up to 49% of the outstanding shares.

We have also acquired shares of China Eastern and entered into a commercial agreement with them to expand our relationship and better connect the networks of the two airlines. The expanded commercial agreement is designed to allow the carriers to compete more effectively on routes between the U S and China, provide more travel options for customers in both countries and make joint investments in the customer experience.

**SkyTeam** In addition to our marketing alliance agreements with individual foreign airlines, we are a member of the SkyTeam global airline alliance. The other members of SkyTeam are Aeroflot, Aerolineas Argentinas, Aeromexico, Air Europa, Air France, Alitalia, China Airlines, China Eastern, China Southern, CSA Czech Airlines, Garuda Indonesia, Kenya Airways, KLM Korean Air, Middle East Airlines, Saudi Arabian Airlines, Tarom, Vietnam Airlines and Xiamen Airlines. Through alliance arrangements with other SkyTeam carriers, Delta is able to link its network with the route networks of the other member airlines, providing opportunities for increased connecting traffic while offering enhanced customer service through reciprocal codesharing and frequent flyer arrangements, airport lounge access programs and coordinated cargo operations.

### **Domestic Alliances**

We have reciprocal codesharing and frequent flyer program participation and airport lounge access arrangements with both Alaska Airlines and Hawaiian Airlines.

### **Regional Carriers**

We have air service agreements with domestic regional air carriers that feed traffic to our route system by serving passengers primarily in small and medium-sized cities. These arrangements enable us to better match capacity with demand in these markets. Approximately 17% of our passenger revenue in 2015 was related to flying by these regional air carriers.

Through our regional carrier program, Delta Connection, we have contractual arrangements with regional carriers to operate aircraft using our "DL" designator code. We have contractual arrangements with

- ExpressJet Airlines, Inc. and SkyWest Airlines, Inc., both subsidiaries of SkyWest, Inc.,
- Shuttle America Corporation ("Shuttle America"), a subsidiary of Republic Airways Holdings, Inc.
- Compass Airlines, LLC ("Compass") and GoJet Airlines, LLC, both subsidiaries of Trans States Holdings, Inc. ("Trans States") and
- Endeavor Air, Inc., which is a wholly-owned subsidiary of ours.

Our contractual agreements with regional carriers primarily are capacity purchase arrangements, under which we control the scheduling, pricing, reservations, ticketing and seat inventories for the regional carriers' flights operating under our "DL" designator code. We are entitled to all ticket, cargo, mail, in-flight and ancillary revenues associated with these flights. We pay those airlines an amount, as defined in the applicable agreement, which is based on a determination of their cost of operating those flights and other factors intended to approximate market rates for those services. These capacity purchase agreements are long-term agreements, usually with initial terms of at least 10 years, which grant us the option to extend the initial term. Certain of these agreements provide us the right to terminate the entire agreement, or in some cases remove some of the aircraft from the scope of the agreement, for convenience at certain future dates.

SkyWest Airlines operates some flights for us under a revenue proration agreement. This proration agreement establishes a fixed dollar or percentage division of revenues for tickets sold to passengers traveling on connecting flight itineraries.

## Table of Contents

### **Fuel**

Our results of operations are significantly impacted by changes in the price and availability of aircraft fuel. The following table shows our aircraft fuel consumption and costs:

Year	Gallons Consumed (in millions) <sup>(1)</sup>	Cost <sup>(1)(2)</sup> (in millions)	Average Price Per Gallon <sup>(1)(2)</sup>	Percentage of Total Operating Expense <sup>(1)(2)</sup>
2015	3,988	\$ 7,579	\$ 1.90	23.0%
2014	3,893	\$ 13,512	\$ 3.47	35.4%
2013	3,828	\$ 11,464	\$ 3.00	33.3%

<sup>(1)</sup> Includes the operations of our regional carriers operating under capacity purchase agreements.

<sup>(2)</sup> Includes the impact of fuel hedge activity and refinery segment results.

### **General**

We purchase most of our aircraft fuel under contracts that establish the price based on various market indices and therefore do not provide material protection against price increases or assure the availability of our fuel supplies. We also purchase aircraft fuel on the spot market, from off-shore sources and under contracts that permit the refiners to set the price.

### **Monroe Energy**

Our wholly-owned subsidiaries, Monroe Energy LLC and MIPC, LLC (collectively "Monroe") operate the Trainer refinery and related assets located near Philadelphia, Pennsylvania. The facilities include pipelines and terminal assets that allow the refinery to supply jet fuel to our airline operations throughout the Northeastern U.S., including our New York hubs at LaGuardia and JFK. These companies are distinct from us, operating under their own management teams and with their own boards of managers.

We own Monroe as part of our strategy to mitigate the cost of the refining margin reflected in the price of jet fuel, as well as to maintain sufficiency of supply to our New York operations. The U.S. government recently reversed a ban on crude oil exports from the U.S. This policy reversal will place pressure on refiners in the Northeastern U.S. The possibility that some refineries in the Northeastern U.S. may close reinforces the reasons for Monroe to operate the Trainer refinery.

**Refinery Operations** The facility is capable of refining 195,000 barrels of crude oil per day. In addition to jet fuel, the refinery's production consists of gasoline, diesel and other refined products ("non-jet fuel products"). Monroe sources domestic and foreign crude oil supply from a variety of providers.

**Strategic Agreements** Monroe exchanges substantially all the non-jet fuel products the refinery produces with third parties for jet fuel consumed in our airline operations.

**Segments** Because the products and services of Monroe's refinery operations are discrete from our airline services, segment results are prepared for our airline segment and our refinery segment. Financial information on our segment reporting can be found in Note 14 of the Notes to the Consolidated Financial Statements.

### **Fuel Hedging Program**

We actively manage our fuel price risk through a hedging program intended to reduce the financial impact from changes in the price of jet fuel. We utilize different contract and commodity types in this program and frequently test their economic effectiveness against our financial targets. We closely monitor the hedge portfolio and rebalance the portfolio based on market conditions, which may result in locking in gains or losses on hedge contracts prior to their settlement dates.

## Table of Contents

### ***Fuel Supply Availability***

We are currently able to obtain adequate supplies of aircraft fuel, including fuel produced by Monroe or procured through the exchange of non-jet fuel products the refinery produces, and crude oil for Monroe's operations. However, it is impossible to predict the future availability or price of aircraft fuel and crude oil. Weather-related events, natural disasters, political disruptions or wars involving oil-producing countries, changes in government policy concerning aircraft fuel production, transportation or marketing, changes in refining capacity, environmental concerns and other unpredictable events may result in future fuel supply shortages and fuel price increases.

### **Frequent Flyer Program**

Our SkyMiles® frequent flyer program ("SkyMiles program") is designed to retain and increase traveler loyalty by offering incentives to customers to increase travel on Delta. The SkyMiles program allows program members to earn mileage credit for travel awards by flying on Delta, its regional carriers and other participating airlines. Mileage credit may also be earned by using certain services offered by program participants such as credit card companies, hotels and car rental agencies. In addition, individuals and companies may purchase mileage credits. Miles do not expire but are subject to the program rules. We reserve the right to terminate the program with six months advance notice, and to change the program's terms and conditions at any time without notice.

SkyMiles program mileage credits can be redeemed for air travel on Delta and participating airlines, for membership in our Delta Sky Clubs® and for other program participant awards. Mileage credits are subject to certain transfer restrictions and travel awards are subject to capacity-controlled seating. In 2015, program members redeemed more than 312 billion miles in the SkyMiles program for 13.3 million award redemptions. During this period, 7.2% of revenue miles flown on Delta were from award travel.

### **Other Businesses**

#### ***Cargo***

Through our global network, our cargo operations are able to connect all of the world's major freight gateways. We generate cargo revenues in domestic and international markets through the use of cargo space on regularly scheduled passenger aircraft. We are a member of SkyTeam Cargo, a global airline cargo alliance, whose other members are Aeroflot, Aerolíneas Argentinas, Aeromexico Cargo, Air France-KLM Cargo, Alitalia Cargo, China Airlines Cargo, China Cargo Airlines, China Southern Cargo, Czech Airlines Cargo and Korean Air Cargo. SkyTeam Cargo offers a global network spanning six continents.

#### ***Delta TechOps, Delta Global Services, MLT Vacations and Delta Private Jets***

We have several other businesses arising from our airline operations, including aircraft maintenance, repair and overhaul ("MRO"), staffing and other services, vacation wholesale operations and our private jet operations. In 2015, the total revenue from these businesses was approximately \$1 billion.

- In addition to providing maintenance and engineering support for our fleet of over 900 aircraft, our MRO operation, known as Delta TechOps, serves aviation and airline customers from around the world.
- Delta Global Services provides services to us and to third parties, including staffing services, aviation solutions, professional security and training services.
- Our vacation wholesale business, MLT Vacations, provides vacation packages to third-party consumers.
- Our private jet operations, Delta Private Jets, provides aircraft charters, aircraft management and programs allowing members to purchase flight time by the hour.

### **Distribution and Expanded Product Offerings**

Our tickets are sold through various distribution channels including digital channels such as delta.com and mobile, telephone reservations and traditional "brick and mortar" and online travel agencies. An increasing number of our tickets are sold through Delta digital channels, which reduces our distribution costs and gives us improved and direct personalized interaction with our customers.

## Table of Contents

We are transforming distribution to a more retail oriented merchandised approach by introducing well-defined and differentiated products available to our customers. We will offer five distinct travel experiences, which include premium amenities and services in Delta One™, First Class and Delta Comfort+™ while Main Cabin and Basic Economy options allow customers to match the level of service with their preferences. We expect that these merchandising initiatives, implemented across all of Delta's distribution channels, will allow customers to better understand our product offerings, make it easier to buy the products they desire and increase customer satisfaction. This merchandising effort is best experienced on Delta's digital channels where customers can compare all product options in a single, easy to understand display.

## **Competition**

The airline industry is highly competitive, marked by significant competition with respect to routes, fares, schedules (both timing and frequency), services, products, customer service and frequent flyer programs. The industry is going through a period of transformation through consolidation, both domestically and internationally, and changes in international alliances. Consolidation in the airline industry, the rise of well-funded government sponsored international carriers, changes in international alliances and the creation of immunized joint ventures have altered and will continue to alter the competitive landscape in the industry, resulting in the formation of airlines and alliances with increased financial resources, more extensive global networks and competitive cost structures.

### ***Domestic***

Our domestic operations are subject to competition from traditional network carriers, including American Airlines and United Airlines, national point-to-point carriers including Alaska Airlines, JetBlue Airways and Southwest Airlines, and discount carriers, some of which may have lower costs than we do and provide service at low fares to destinations served by us. Point-to-point, discount and ultra low-cost carriers including Spirit Airlines and Allegiant Air, place significant competitive pressure on network carriers in the domestic market. In particular, we face significant competition at our domestic hub and gateway airports either directly at those airports or at the hubs of other airlines that are located in close proximity to our hubs and gateways. We also face competition in smaller to medium-sized markets from regional jet operations of other carriers.

### ***International***

Our international operations are subject to competition from both foreign and domestic carriers. Competition is increasing from government owned and funded carriers in the Gulf region, including Emirates, Etihad Airways and Qatar Airways. These carriers have large numbers of international widebody aircraft on order and are increasing service to the U.S. from their hubs in the Middle East. Several of these carriers, along with carriers from China, India and Southeast Asia, are government subsidized, which has allowed them to grow quickly, reinvest in their product and expand their global presence at the expense of U.S. airlines.

Through alliance and other marketing and codesharing agreements with foreign carriers, U.S. carriers have increased their ability to sell international transportation, such as services to and beyond traditional European and Asian gateway cities. Similarly, foreign carriers have obtained increased access to interior U.S. passenger traffic beyond traditional U.S. gateway cities through these relationships. In particular, alliances formed by domestic and foreign carriers, including SkyTeam, the Star Alliance (among United Airlines, Lufthansa German Airlines, Air Canada and others) and the oneworld alliance (among American Airlines, British Airways, Qantas and others) have altered competition in international markets.

In addition, several joint ventures among U.S. and foreign carriers, including our transatlantic and transpacific joint ventures, have received grants of antitrust immunity allowing the participating carriers to coordinate schedules, pricing, sales and inventory. Other joint ventures that have received antitrust immunity include a transatlantic alliance among United Airlines, Air Canada and Lufthansa German Airlines; a transpacific joint venture between United Airlines and All Nippon Airways; a transatlantic joint venture among American Airlines, British Airways and Iberia; and a transpacific joint venture between American Airlines and Japan Air Lines.

## Table of Contents

### **Regulatory Matters**

The DOT and the Federal Aviation Administration (the "FAA") exercise regulatory authority over air transportation in the U.S. The DOT has authority to issue certificates of public convenience and necessity required for airlines to provide domestic air transportation. An air carrier that the DOT finds fit to operate is given authority to operate domestic and international air transportation (including the carriage of passengers and cargo). Except for constraints imposed by regulations regarding "Essential Air Services" which are applicable to certain small communities, airlines may terminate service to a city without restriction.

The DOT has jurisdiction over certain economic and consumer protection matters, such as unfair or deceptive practices and methods of competition advertising, denied boarding compensation, baggage liability and disabled passenger transportation. The DOT also has authority to review certain joint venture agreements between major carriers and engages in regulation of economic matters such as slot transactions. The FAA has primary responsibility for matters relating to the safety of air carrier flight operations including airline operating certificates, control of navigable air space, flight personnel, aircraft certification and maintenance and other matters affecting air safety.

Authority to operate international routes and international codesharing arrangements is regulated by the DOT and by the governments of the foreign countries involved. International certificate authorities are also subject to the approval of the U.S. President for conformance with national defense and foreign policy objectives.

The Transportation Security Administration and the U.S. Customs and Border Protection, each a division of the Department of Homeland Security, are responsible for certain civil aviation security matters, including passenger and baggage screening at U.S. airports and international passenger prescreening prior to entry into or departure from the U.S.

Airlines are also subject to various other federal, state, local and foreign laws and regulations. For example, the U.S. Department of Justice has jurisdiction over airline competition matters. The U.S. Postal Service has authority over certain aspects of the transportation of mail. Labor relations in the airline industry, as discussed below, are generally governed by the Railway Labor Act. Environmental matters are regulated by various federal, state, local and foreign governmental entities. Privacy of passenger and employee data is regulated by domestic and foreign laws and regulations.

### **Fares and Rates**

Airlines set ticket prices in all domestic and most international city pairs with minimal governmental regulation, and the industry is characterized by significant price competition. Certain international fares and rates are subject to the jurisdiction of the DOT and the governments of the foreign countries involved. Many of our tickets are sold by travel agents and fares are subject to commissions, overrides and discounts paid to travel agents, brokers and wholesalers.

### **Route Authority**

Our flight operations are authorized by certificates of public convenience and necessity and also by exemptions and limited-entry frequency awards issued by the DOT. The requisite approvals of other governments for international operations are controlled by bilateral agreements (and a multilateral agreement in the case of the U.S. and the European Union) with, or permits or approvals issued by, foreign countries. Because international air transportation is governed by bilateral or other agreements between the U.S. and the foreign country or countries involved, changes in U.S. or foreign government aviation policies could result in the alteration or termination of such agreements, diminish the value of our international route authorities or otherwise affect our international operations. Bilateral agreements between the U.S. and various foreign countries served by us are subject to renegotiation from time to time. The U.S. government has negotiated "Open Skies" agreements with many countries which allow unrestricted access between the U.S. and the foreign markets. These agreements include separate agreements with the European Union and Japan.

Certain of our international route authorities are subject to periodic renewal requirements. We request extension of these authorities when and as appropriate. While the DOT usually renews temporary authorities on routes where the authorized carrier is providing a reasonable level of service, there is no assurance this practice will continue in general or with respect to a specific renewal. Dormant route authorities may not be renewed in some cases, especially where another U.S. carrier indicates a willingness to provide service.

## Table of Contents

### *Airport Access*

Operations at four major domestic airports and certain foreign airports served by us are regulated by governmental entities through allocations of “slots” or similar regulatory mechanisms which limit the rights of carriers to conduct operations at those airports. Each slot represents the authorization to land at or take off from the particular airport during a specified time period.

In the U.S., the FAA currently regulates the allocation of slots, slot exemptions, operating authorizations, or similar capacity allocation mechanisms at Reagan National in Washington, D.C., and LaGuardia, JFK and Newark in the New York City area. Our operations at these airports generally require the allocation of slots or analogous regulatory authorizations. Similarly, our operations at Tokyo's Narita and Haneda airports, London's Heathrow airport and other international airports are regulated by local slot coordinators pursuant to the International Air Transport Association's Worldwide Scheduling Guidelines and applicable local law. We currently have sufficient slots or analogous authorizations to operate our existing flights, and we have generally been able to obtain the rights to expand our operations and to change our schedules. There is no assurance, however, that we will be able to do so in the future because, among other reasons, such allocations are subject to changes in governmental policies.

### *Environmental Matters*

**Emissions.** The U.S. Environmental Protection Agency (the “EPA”) is authorized to regulate aircraft emissions and has historically implemented emissions control standards adopted by the International Civil Aviation Organization (“ICAO”). Our aircraft comply with existing EPA standards as applicable by engine design date. The ICAO has adopted two additional aircraft engine emissions standards, the first of which is applicable to engines certified after December 31, 2007 and the second of which is applicable to engines certified after December 31, 2013. In June 2012, the EPA published a final rulemaking for new emission standards for oxides of nitrogen (NOx), adopting ICAO's additional standards. Included in the rule are two new tiers of more stringent emission standards for NOx. These standards, referred to as the Tier 6 standards, became effective for newly-manufactured aircraft engines beginning in 2013.

Concern about aviation environmental issues, including climate change and greenhouse gases, has led to taxes on our operations in the United Kingdom and in Germany, both of which have levied taxes directly on our customers. We may face additional regulation of aircraft emissions in the U.S. and abroad and become subject to further taxes, charges or additional requirements to obtain permits or purchase allowances or emission credits for greenhouse gas emissions in various jurisdictions. This could result in taxation or permitting requirements from multiple jurisdictions for the same operations. Ongoing bilateral discussions between the U.S. and other nations may lead to international treaties or other actions focusing on reducing greenhouse gas emissions from aviation. In addition, at the 38<sup>th</sup> ICAO Assembly that concluded October 4, 2013 in Montreal, the Assembly adopted a climate change resolution committing ICAO to develop a global market-based measure to be finalized at the 2016 ICAO Assembly which would enable the airline industry to achieve carbon-neutral growth by 2020.

The European Union has required its member states to implement regulations including aviation in its Emissions Trading Scheme (“ETS”). Under these regulations, any airline with flights originating or landing in the European Union is subject to the ETS and, beginning in 2012, was required to purchase emissions allowances if the airline exceeds the number of free allowances allocated to it under the ETS. The ETS has been amended to apply only to flights within the European Economic Area from 2013 through 2016. As a result, we operate a limited number of flights that will be subject to the ETS through 2016. After 2016, the ETS would apply to all flights originating or landing in the European Union, unless the EU amends the current legislation following the 2016 ICAO Assembly.

Cap and trade restrictions have also been proposed in the U.S. In addition, other legislative or regulatory action, including by the EPA, to regulate greenhouse gas emissions is possible. In particular, the EPA has found that greenhouse gases threaten the public health and welfare and further determined that aircraft cause or contribute greenhouse gases, which could result in regulation of greenhouse gas emissions from aircraft. In the event that legislation or regulation is enacted in the U.S. or in the event similar legislation or regulation is enacted in jurisdictions other than the European Union where we operate or where we may operate in the future, it could result in significant costs for us and the airline industry. In addition to direct costs, such regulation may have a greater effect on the airline industry through increases in fuel costs that could result from fuel suppliers passing on increased costs that they incur under such a system. We are monitoring and evaluating the potential impact of such legislative and regulatory developments.

## Table of Contents

We seek to minimize the impact of greenhouse gas emissions from our operations through reductions in our fuel consumption and other efforts and have realized reductions in our greenhouse gas emission levels since 2005. We have reduced the fuel needs of our aircraft fleet through the retirement of older, less fuel efficient aircraft and replacement with newer, more fuel efficient aircraft. In addition, we have implemented fuel saving procedures in our flight and ground support operations that further reduce carbon emissions. We are also supporting efforts to develop alternative fuels and efforts to modernize the air traffic control system in the U.S., as part of our efforts to reduce our emissions and minimize our impact on the environment.

**Noise** The Airport Noise and Capacity Act of 1990 recognizes the rights of operators of airports with noise problems to implement local noise abatement programs so long as such programs do not interfere unreasonably with interstate or foreign commerce or the national air transportation system. This statute generally provides that local noise restrictions on Stage 3 aircraft first effective after October 1, 1990, require FAA approval. While we have had sufficient scheduling flexibility to accommodate local noise restrictions in the past, our operations could be adversely impacted if locally-imposed regulations become more restrictive or widespread. In addition, foreign governments may allow airports to enact similar restrictions, which could adversely impact our international operations or require significant expenditure in order for our aircraft to comply with the restrictions.

**Refinery Matters** Monroe's operation of the Trainer refinery is subject to numerous environmental laws and extensive regulations, including those relating to the discharge of materials into the environment, waste management, pollution prevention measures and greenhouse gas emissions.

Under the Energy Independence and Security Act of 2007, the EPA has adopted Renewable Fuel Standards ("RFS") that mandate the blending of renewable fuels into gasoline and on-road diesel ("Transportation Fuels"). Renewable Identification Numbers ("RINs") are assigned to renewable fuels produced or imported into the U.S. that are blended into Transportation Fuels to demonstrate compliance with this obligation. A refinery may meet its obligation under RFS by blending the necessary volumes of renewable fuels with Transportation Fuels or by purchasing RINs in the open market or through a combination of blending and purchasing RINs. Because the refinery operated by Monroe does not blend renewable fuels, it must purchase its entire RINs requirement in the secondary market or obtain a waiver from the EPA.

**Other Environmental Matters** We are subject to various other federal, state and local laws governing environmental matters, including the management and disposal of chemicals, waste and hazardous materials, protection of surface and subsurface waters and regulation of air emissions and aircraft drinking water. We are specifically aware of soil and/or ground water contamination present on our current or former leaseholds at several domestic airports. To address this contamination, we have a program in place to investigate and, if appropriate, remediate these sites. Although the ultimate outcome of these matters cannot be predicted with certainty, we believe that the resolution of these matters will not have a material adverse effect on our Consolidated Financial Statements.

### ***Civil Reserve Air Fleet Program***

We participate in the Civil Reserve Air Fleet program (the "CRAF Program"), which permits the U.S. military to use the aircraft and crew resources of participating U.S. airlines during airlift emergencies, national emergencies or times of war. We have agreed to make available under the CRAF Program a portion of our international aircraft during the contract period ending September 30, 2016. The CRAF Program has only been activated twice since it was created in 1951.

## Table of Contents

### **Employee Matters**

#### ***Railway Labor Act***

Our relations with labor unions representing our airline employees in the U.S. are governed by the Railway Labor Act. Under the Railway Labor Act, a labor union seeking to represent an unrepresented craft or class of employees is required to file with the National Mediation Board (the "NMB") an application alleging a representation dispute, along with authorization cards signed by at least 50% of the employees in that craft or class. The NMB then investigates the dispute and if it finds the labor union has obtained a sufficient number of authorization cards, conducts an election to determine whether to certify the labor union as the collective bargaining representative of that craft or class. A labor union will be certified as the representative of the employees in a craft or class if more than 50% of votes cast are for that union. A certified labor union would commence negotiations toward a collective bargaining agreement with the employer.

Under the Railway Labor Act, a collective bargaining agreement between an airline and a labor union does not expire, but instead becomes amendable as of a stated date. Either party may request that the NMB appoint a federal mediator to participate in the negotiations for a new or amended agreement. If no agreement is reached in mediation, the NMB may determine, at any time, that an impasse exists and offer binding arbitration. If either party rejects binding arbitration, a 30-day "cooling off" period begins. At the end of this 30-day period, the parties may engage in "self help," unless the U.S. President appoints a Presidential Emergency Board ("PEB") to investigate and report on the dispute. The appointment of a PEB maintains the "status quo" for an additional 60 days. If the parties do not reach agreement during this period, the parties may then engage in self help. Self help includes, among other things, a strike by the union or the imposition of proposed changes to the collective bargaining agreement by the airline. Congress and the President have the authority to prevent self help by enacting legislation that, among other things, imposes a settlement on the parties.

#### ***Collective Bargaining***

As of December 31, 2015, we had approximately 83,000 full-time equivalent employees, approximately 18% of whom were represented by unions. The following table shows our domestic airline employee groups that are represented by unions.

Employee Group	Approximate Number of Active Employees Represented	Union	Date on which Collective Bargaining Agreement Becomes Amendable
Delta Pilots	12,080	ALPA	December 31, 2015 <sup>(1)</sup>
Delta Flight Superintendents (Dispatchers)	400	PAFCA	March 31, 2018
Endeavor Air Pilots	1,360	ALPA	January 1, 2020
Endeavor Air Flight Attendants	895	AFA	December 31, 2018
Endeavor Air Dispatchers	50	DISTWU	December 31, 2018

<sup>(1)</sup> We are in discussions with representatives of the Delta pilots regarding terms of an amended collective bargaining agreement.

In addition, 209 refinery employees of Monroe are represented by the United Steel Workers under an agreement that expires on February 28, 2019. This agreement is governed by the National Labor Relations Act ("NLRA"), which generally allows either party to engage in self help upon the expiration of the agreement.

Labor unions periodically engage in organizing efforts to represent various groups of our employees, including at our operating subsidiaries, that are not represented for collective bargaining purposes.



## Table of Contents

### **Executive Officers of the Registrant**

**Richard H. Anderson, Age 60** Chief Executive Officer of Delta since September 1, 2007. Executive Vice President of UnitedHealth Group and President of its Commercial Services Group (December 2006 - August 2007), Executive Vice President of UnitedHealth Group (November 2004 - December 2006), Chief Executive Officer of Northwest Airlines Corporation ("Northwest") (2001 - November 2004).

On May 2, 2016, Mr. Anderson will retire as Chief Executive Officer and become Executive Chairman of the Delta Board of Directors.

**Edward H. Bastian, Age 58** President of Delta since September 1, 2007, President of Delta and Chief Executive Officer Northwest Airlines, Inc. (October 2008 - December 2009), President and Chief Financial Officer of Delta (September 2007 - October 2008), Executive Vice President and Chief Financial Officer of Delta (July 2005 - September 2007), Chief Financial Officer Acuity Brands (June 2005 - July 2005), Senior Vice President-Finance and Controller of Delta (2000 - April 2005), Vice President and Controller of Delta (1998 - 2000).

On May 2, 2016, Mr. Bastian will become Chief Executive Officer of Delta.

**Peter W. Carter, Age 52** Executive Vice President - Chief Legal Officer of Delta since July 2015, Partner, Dorsey & Whitney LLP (1999 - 2015), including co-chair of Securities Litigation and Enforcement practice group, chair of Policy Committee and chair of trial department.

**Glen W. Hauenstein, Age 55** Executive Vice President - Chief Revenue Officer of Delta since August 2013, Executive Vice President-Network Planning and Revenue Management of Delta (April 2006 - July 2013), Executive Vice President and Chief of Network and Revenue Management of Delta (August 2005 - April 2006), Vice General Director-Chief Commercial Officer and Chief Operating Officer of Alitalia (2003 - 2005), Senior Vice President-Network of Continental Airlines (2003), Senior Vice President-Scheduling of Continental Airlines (2001 - 2003), Vice President Scheduling of Continental Airlines (1998 - 2001).

On May 2, 2016, Mr. Hauenstein will become President of Delta.

**Paul A. Jacobson, Age 44** Executive Vice President - Chief Financial Officer of Delta since August 2013, Senior Vice President and Chief Financial Officer of Delta (March 2012 - July 2013), Senior Vice President and Treasurer for Delta (December 2007 - March 2012), Vice President and Treasurer (August 2005 - December 2007).

**Steven M. Sear, Age 50** President, International and Executive Vice President - Global Sales of Delta since February 2016, Senior Vice President - Global Sales of Delta (December 2011 - February 2016), Vice President - Global Sales of Delta (October 2008 - December 2011), Vice President - Sales & Customer Care of Northwest Airlines (June 2005 - October 2008).

**Joanne D. Smith, Age 57** Executive Vice President and Chief Human Resources Officer of Delta since October 2014, Senior Vice President - In-Flight Service of Delta (March 2007 - September 2014), Vice President - Marketing of Delta (November 2005 - February 2007), President of Song (January 2005 - October 2005), Vice President - Marketing and Customer Service of Song (November 2002 - December 2004).

**W. Gil West, Age 55** Senior Executive Vice President and Chief Operating Officer of Delta since February 2016, Executive Vice President and Chief Operating Officer of Delta (March 2014 - February 2016), Senior Vice President - Airport Customer Service and Technical Operations of Delta (February 2012 - February 2014), Senior Vice President - Airport Customer Service of Delta (March 2008 - January 2012), President and Chief Executive Officer of Laird Transit Services (2006 - 2007).

### **Additional Information**

We make available free of charge on our website our Annual Report on Form 10-K, our Quarterly Reports on Form 10-Q, our Current Reports on Form 8-K and amendments to those reports as soon as reasonably practicable after these reports are filed with or furnished to the Securities and Exchange Commission. Information on our website is not incorporated into this Form 10-K or our other securities filings and is not a part of those filings.

## Table of Contents

### **ITEM 1A RISK FACTORS**

#### **Risk Factors Relating to Delta**

##### ***Terrorist attacks, geopolitical conflict or security events may adversely affect our business, financial condition and operating results***

Potential terrorist attacks, geopolitical conflict or security events, or fear of such events, may reduce demand for air travel and cause increases in costs and declines in revenue. The attacks of September 11, 2001 and the aftermath materially impacted the business financial condition and operating results of our company, as it did for the rest of the airline industry. Despite significantly heightened security measures at airports and airlines, the airline industry remains a high profile target for terrorist groups. Terrorist activity, such as the attacks in Paris in November 2015, generally can also impact our industry by discouraging air travel. We constantly monitor threats from terrorist groups and individuals including from violent extremists in the U.S., both with respect to direct threats against our operations and in ways not directly related to the airline industry. In addition, the impact on our operations of avoiding areas of the world, including airspace, in which there are geopolitical conflicts and the targeting of commercial aircraft by parties to those conflicts can be significant. Security events, whether from external or internal sources also pose a significant risk to our operations.

Terrorist attacks, geopolitical conflict or security events, or fear of such events, even if not made directly on or involving the airline industry, could have significant negative impact on us by discouraging passengers from flying and requiring changes in our operations. For example, heightened terrorist activity or geopolitical conflict may discourage air travel and reduce ticket purchases. In addition to losing revenue from decreased ticket sales and increased refunds potential costs include increased security costs, impacts from avoiding flight paths over areas in which conflict is occurring reputational harm and other costs. If any or all of these types of events occur, they could have a material adverse effect on our business, financial condition and results of operations.

##### ***Our business and results of operations are dependent on the price of aircraft fuel. High fuel costs or cost increases, including in the cost of crude oil, could have a material adverse effect on our operating results***

Our operating results are significantly impacted by changes in the price of aircraft fuel. Over the last decade fuel prices have increased substantially at times and have been highly volatile during the last several years. In 2015, our average fuel price per gallon, including the impact of fuel hedges, was \$1.90, a 45.2% decrease from our average fuel price in 2014. In 2014, our average fuel price per gallon was \$3.47, a 15.7% increase from our average fuel price in 2013. In 2013, our average fuel price per gallon was \$3.00, which was significantly higher than fuel prices just a few years earlier. Fuel costs represented 23.0%, 35.4% and 33.3% of our operating expense in 2015, 2014 and 2013, respectively.

Our ability to pass along rapidly increasing fuel costs to our customers may be affected by the competitive nature of the airline industry. At times in the past we often were not able to increase our fares to offset fully the effect of increases in fuel costs and we may not be able to do so in the future. This is particularly the case when fuel prices increase rapidly. Because passengers often purchase tickets well in advance of their travel, a significant rapid increase in fuel price may result in the fare charged not covering that increase.

We acquire a significant amount of jet fuel from our wholly-owned subsidiary, Monroe, and through strategic agreements that Monroe has with third parties. The cost of the fuel we purchase under these arrangements remains subject to volatility in the cost of crude oil and jet fuel. In addition, we continue to purchase a significant amount of aircraft fuel in addition to what we obtain from Monroe. Our aircraft fuel purchase contracts alone do not provide material protection against price increases as these contracts typically establish the price based on industry standard market price indices.

##### ***Our fuel hedging activities are intended to manage the financial impact of the volatility in the price of jet fuel. The effects of rebalancing our hedge portfolio and mark-to-market adjustments may have a negative effect on our financial results***

We actively manage our fuel price risk through a hedging program intended to reduce the financial impact from changes in the price of jet fuel. We utilize different contract and commodity types in this program and frequently test their economic effectiveness against our financial targets. We closely monitor the hedge portfolio and rebalance the portfolio based on market conditions, which may result in locking in gains or losses on hedge contracts prior to their settlement dates. In addition, we record mark-to-market adjustments ("MTM adjustments") on our fuel hedges. MTM adjustments are based on market prices at the end of the reporting period for contracts settling in future periods. Losses from rebalancing or MTM adjustments (or both) may have a negative impact on our financial results.

## Table of Contents

Our fuel hedge contracts contain margin funding requirements. The margin funding requirements may require us to post margin to counterparties or may cause counterparties to post margin to us as market prices in the underlying hedged items change. If fuel prices decrease significantly from the levels existing at the time we enter into fuel hedge contracts, we may be required to post a significant amount of margin, which could have a material impact on the level of our unrestricted cash and cash equivalents and short-term investments.

### ***Significant extended disruptions in the supply of aircraft fuel, including from Monroe, could have a material adverse effect on our operations and operating results***

Weather-related events, natural disasters, political disruptions or wars involving oil-producing countries, changes in governmental policy concerning aircraft fuel production, transportation, taxes or marketing, environmental concerns and other unpredictable events may impact crude oil and fuel supply and could result in shortages in the future. Shortages in fuel supplies could have negative effects on our results of operations and financial condition.

Because we acquire a large amount of our jet fuel from Monroe, the disruption or interruption of production at the refinery could have an impact on our ability to acquire jet fuel needed for our operations. Disruptions or interruptions of production at the refinery could result from various sources including a major accident or mechanical failure, interruption of supply or delivery of crude oil, work stoppages relating to organized labor issues, or damage from severe weather or other natural or man-made disasters, including acts of terrorism. If the refinery were to experience an interruption in operations, disruptions in fuel supplies could have negative effects on our results of operations and financial condition. In addition, the financial benefits from the operation of the refinery could be materially adversely affected (to the extent not recoverable through insurance) because of lost production and repair costs.

Under a strategic agreement that Monroe has with a significant counterparty, Monroe is exchanging non-jet fuel products for jet fuel for use in our airline operations. Monroe is required to deliver specified quantities of non-jet fuel products to the counterparty and the counterparty is required to deliver specified quantities of jet fuel to us. If either party does not have the specified quantity or type of product available, that party is required to procure any such shortage to fulfill its obligation under the agreement. If the refinery experiences a significant interruption in operations, Monroe may be required to expend substantial amounts to purchase the products it is required to deliver, which could have a material adverse effect on our consolidated financial results of operations.

In addition, the strategic agreements utilize market prices for the products being exchanged. If Monroe's cost of producing the non-jet fuel products that it is required to deliver under these agreements exceeds the value it receives for those products, the financial benefits we expect to achieve through the ownership of the refinery and our consolidated results of operations could be materially adversely affected.

### ***Our significant investments in airlines in other parts of the world and the commercial relationships that we have with those carriers may not produce the returns or results we expect***

An important part of our strategy to expand our global network has been to make significant investments in airlines in other parts of the world and expand our commercial relationships with these carriers. We expect to continue exploring similar non-controlling investments in, and entering into joint ventures and strategic alliances with, other carriers as part of our global business strategy. These transactions and relationships involve significant challenges and risks, including that we may not realize a satisfactory return on our investment, that they may distract management from our operations or that they may not generate the expected revenue synergies. These events could have a material adverse effect on our operating results or financial condition.

In addition, we are dependent on these other carriers for significant aspects of our network in the regions in which they operate. While we work closely with these carriers, we do not have control over their operations or business methods. We may be subject to consequences from any improper behavior of joint venture partners, including for failure to comply with anti-corruption laws such as the United States Foreign Corrupt Practices Act. To the extent that the operations of any of these carriers are disrupted over an extended period of time or their actions subject us to the consequences of failure to comply with laws and regulations, our results of operations may be adversely affected.

## Table of Contents

### ***We are at risk of losses and adverse publicity stemming from a serious accident involving our aircraft.***

An aircraft crash or other serious accident could expose us to significant liability. Although we believe that our insurance coverage is appropriate, we may be forced to bear substantial losses from an accident in the event that the coverage was not sufficient. In addition, any accident involving an aircraft that we operate or an aircraft that is operated by an airline that is one of our regional carriers or codeshare partners could create a negative public perception about safety, which could harm our reputation, resulting in air travelers being reluctant to fly on our aircraft and therefore harm our business.

### ***Agreements governing our debt, including credit agreements, include financial and other covenants. Failure to comply with these covenants could result in events of default.***

Our credit facilities have various financial and other covenants that require us to maintain, depending on the particular agreement, minimum fixed charge coverage ratios, minimum liquidity and/or minimum collateral coverage ratios. The value of the collateral that has been pledged in each facility may change over time due to appraisals of collateral required by our credit agreements and indentures. These changes could result from factors that are not under our control. A decline in the value of collateral could result in a situation where it may be difficult to maintain the collateral coverage ratio. In addition, the credit facilities contain other negative covenants customary for such financings. These covenants are subject to important exceptions and qualifications. If we fail to comply with these covenants and are unable to remedy or obtain a waiver or amendment, an event of default would result.

The credit facilities also contain other events of default customary for such financings. If an event of default were to occur, the lenders could, among other things, declare outstanding amounts due and payable. In addition, an event of default or declaration of acceleration under any of the credit facilities could also result in an event of default under other of our financing agreements. The acceleration of significant amounts of debt could require us to renegotiate, repay or refinance the obligations under the credit facilities or other financing arrangements.

### ***Employee strikes and other labor-related disruptions may adversely affect our operations.***

Our business is labor intensive, utilizing large numbers of pilots, flight attendants, aircraft maintenance technicians, ground support personnel and other personnel. As of December 31, 2015, approximately 18% of our workforce, primarily pilots, was unionized. Relations between air carriers and labor unions in the United States are governed by the Railway Labor Act, which provides that a collective bargaining agreement between an airline and a labor union does not expire, but instead becomes amendable as of a stated date. The Railway Labor Act generally prohibits strikes or other types of self help actions both before and after a collective bargaining agreement becomes amendable, unless and until the collective bargaining processes required by the Railway Labor Act have been exhausted. Monroe's relations with unions representing its employees are governed by the NLRA, which generally allows self help after a collective bargaining agreement expires.

If we or our subsidiaries are unable to reach agreement with any of our unionized work groups on future negotiations regarding the terms of their collective bargaining agreements or if additional segments of our workforce become unionized, we may be subject to work interruptions or stoppages, subject to the requirements of the Railway Labor Act or the NLRA, as the case may be. Strikes or labor disputes with our unionized employees may adversely affect our ability to conduct business. Likewise, if third-party regional carriers with whom we have contract carrier agreements are unable to reach agreement with their unionized work groups in current or future negotiations regarding the terms of their collective bargaining agreements, those carriers may be subject to work interruptions or stoppages, subject to the requirements of the Railway Labor Act, which could have a negative impact on our operations.

### ***Extended interruptions or disruptions in service at one of our hub, gateway or key airports could have a material adverse impact on our operations.***

Our business is heavily dependent on our operations at the Atlanta airport and at our other hub, gateway or key airports in Amsterdam, Boston, Detroit, London-Heathrow, Los Angeles, Minneapolis-St. Paul, New York-LaGuardia, New York-JFK, Paris-Charles de Gaulle, Salt Lake City, Seattle and Tokyo-Narita. Each of these operations includes flights that gather and distribute traffic from markets in the geographic region surrounding the hub or gateway to other major cities and to other Delta hubs and gateways. A significant extended interruption or disruption in service at one of our hubs or gateways could have a material impact on our business, financial condition and results of operations.

## Table of Contents

### ***Breaches or lapses in the security of our technology systems and the data we store could compromise passenger or employee information and expose us to liability, possibly having a material adverse effect on our business***

As a regular part of our ordinary business operations, we collect and store sensitive data including personal information of our passengers and employees and information of our business partners. The secure operation of the networks and systems on which this type of information is stored, processed and maintained is critical to our business operations and strategy.

Our information systems are subject to an increasing threat of continually evolving cybersecurity risks. Unauthorized parties may attempt to gain access to our systems or information through fraud or other means of deception. Hardware or software we develop or acquire may contain defects that could unexpectedly compromise information security. The methods used to obtain unauthorized access, disable or degrade service or sabotage systems are constantly evolving, and may be difficult to anticipate or to detect for long periods of time. We regularly review and update procedures and processes to prevent and protect against unauthorized access to our systems and information and inadvertent misuse of data. However, the constantly changing nature of the threats means that we may not be able to prevent all data security breaches or misuse of data. The compromise of our technology systems resulting in the loss, disclosure, misappropriation of, or access to, customers', employees' or business partners' information could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, disruption to our operations and damage to our reputation, any or all of which could adversely affect our business.

### ***Disruptions of our information technology infrastructure could interfere with our operations, possibly having a material adverse effect on our business***

Disruptions in our information technology network could result from a technology error or failure impacting our internal systems, whether hosted internally at our data centers or externally at third-party locations, or large scale external interruption in technology infrastructure support on which we depend, such as power, telecommunications or the internet. The operation of our technology systems and the use of related data may also be vulnerable to a variety of other sources of interruption including natural disasters, terrorist attacks, computer viruses, hackers and other security issues. A significant individual, sustained or repeated failure of our network, including third-party networks we utilize and on which we depend, could impact our customer service and result in increased costs. While we have in place, and continue to invest in, initiatives to prevent disruptions and disaster recovery plans, these measures may not be adequate to prevent a business disruption and its adverse financial and reputational consequences to our business.

### ***Failure of our technology to perform reliably could have an adverse effect on our business***

We have become increasingly dependent on technology initiatives to enhance customer service, reduce costs and increase operational effectiveness in order to compete in the current business environment. For example, we have made and continue to make significant investments in delta.com, mobile device applications, check-in kiosks and related initiatives, including security for these initiatives. The performance, reliability and security of the technology are critical to our ability to attract and retain customers and our ability to compete effectively. If our technology does not perform reliably, our business and operations could be negatively affected.

### ***Our results can fluctuate due to the effects of weather, natural disasters and seasonality***

Our results of operations are impacted by severe weather, natural disasters and seasonality. Severe weather conditions and natural disasters can significantly disrupt service and create air traffic control problems. These events decrease revenue and can also increase costs. In addition, increases in the frequency, severity or duration of thunderstorms, hurricanes, typhoons or other severe weather events, including from changes in the global climate, could result in increases in delays and cancellations, turbulence-related injuries and fuel consumption to avoid such weather, any of which could result in loss of revenue and higher costs. In addition, demand for air travel is typically higher in the June and September quarters, particularly in international markets, because there is more vacation travel during these periods than during the remainder of the year. The seasonal shifting of demand causes our financial results to vary on a seasonal basis. Because of fluctuations in our results from weather, natural disasters and seasonality, operating results for a historical period are not necessarily indicative of operating results for a future period and operating results for an interim period are not necessarily indicative of operating results for an entire year.

## Table of Contents

### ***An extended disruption in services provided by our third-party regional carriers could have a material adverse effect on our results of operations***

We utilize the services of third parties in a number of areas in support of our operations that are integral to our business, including third-party carriers in the Delta Connection program. While we have agreements with these providers that define expected service performance, we do not have direct control over their operations. In particular, some third-party regional carriers are facing a shortage of qualified pilots due to government mandated increases in flight experience required for pilots working for airlines. If this shortage becomes more widespread, third-party regional carriers may not be able to comply with their obligations to us. To the extent that a significant disruption in our regional operations occurs because any of these providers are unable to perform their obligations over an extended period of time, our revenue may be reduced or our expenses may be increased resulting in a material adverse effect on our results of operations.

### ***The failure or inability of insurance to cover a significant liability related to an environmental or other incident associated with the operation of the Monroe refinery could have a material adverse effect on our consolidated financial results***

Monroe's refining operations are subject to various hazards unique to refinery operations, including explosions, fires, toxic emissions and natural catastrophes. Monroe could incur substantial losses including cleanup costs, fines and other sanctions and third-party claims, and its operations could be interrupted, as a result of such an incident. Monroe's insurance coverage does not cover all potential losses, costs or liabilities and Monroe could suffer losses for uninsurable or uninsured risks or in amounts greater than its insurance coverage. In addition, Monroe's ability to obtain and maintain adequate insurance may be affected by conditions in the insurance market over which it has no control. If Monroe were to incur a significant liability for which it is not fully insured or for which insurance companies do not or are unable to provide coverage, this could have a material adverse effect on our consolidated financial results of operations or consolidated financial position.

### ***The operation of the refinery by Monroe is subject to significant environmental regulation. Failure to comply with environmental regulations or the enactment of additional regulation could have a negative impact on our consolidated financial results***

Monroe's operations are subject to extensive environmental, health and safety laws and regulations, including those relating to the discharge of materials into the environment, waste management, pollution prevention measures and greenhouse gas emissions. Monroe could incur fines and other sanctions, cleanup costs and third-party claims as a result of violations of or liabilities under environmental, health and safety requirements, which if significant, could have a material adverse effect on our financial results. In addition, the enactment of new environmental laws and regulations including any laws or regulations relating to greenhouse gas emissions, could significantly increase the level of expenditures required for Monroe or restrict its operations.

In particular, under the Energy Independence and Security Act of 2007, the EPA has adopted RFS that mandate the blending of renewable fuels into Transportation Fuels. RINs are assigned to renewable fuels produced or imported into the U.S. that are blended into Transportation Fuels to demonstrate compliance with this obligation. A refinery may meet its obligation under RFS by blending the necessary volumes of renewable fuels with Transportation Fuels or by purchasing RINs in the open market or through a combination of blending and purchasing RINs.

Because the refinery operated by Monroe does not blend renewable fuels, it must purchase its entire RINs requirement in the secondary market or obtain a waiver from the EPA. As a result, Monroe is exposed to the market price of RINs. Market prices for RINs have been volatile, marked by periods of sharp increases. We cannot predict the future prices of RINs. Purchasing RINs at elevated prices could have a material impact on our results of operations and cash flows.

Existing laws or regulations could change and the minimum volumes of renewable fuels that must be blended with refined petroleum products may increase. Increases in the volume of renewable fuels that must be blended into Monroe's products could limit the refinery's production if sufficient numbers of RINs are not available for purchase or relief from this requirement is not obtained, which could have an adverse effect on our consolidated financial results.

### ***If we lose senior management personnel and other key employees and they are not replaced by individuals with comparable skills, our operating results could be adversely affected.***

We are dependent on the experience and industry knowledge of our officers and other key employees to design and execute our business plans. If we experience a substantial turnover in our leadership and other key employees and these persons are not replaced by individuals with comparable skills, our performance could be materially adversely impacted. Furthermore, we may be unable to attract and retain additional qualified executives as needed in the future.

## Table of Contents

### **Risk Factors Relating to the Airline Industry**

*The global airline industry is highly competitive and, if we cannot successfully compete in the marketplace, our business, financial condition and operating results will be materially adversely affected*

The airline industry is highly competitive, marked by significant competition with respect to routes, fares, schedules (both timing and frequency), services, products, customer service and frequent flyer programs. Consolidation in the airline industry, the rise of well-funded government-sponsored international carriers, changes in international alliances and the creation of immunized joint ventures have altered and will continue to alter the competitive landscape in the industry by resulting in the formation of airlines and alliances with increased financial resources, more extensive global networks and competitive cost structures.

Our domestic operations are subject to competition from traditional network carriers, including American Airlines and United Airlines' national point-to-point carriers, including Alaska Airlines, JetBlue Airways and Southwest Airlines, and discount carriers, some of which may have lower costs than we do and provide service at low fares to destinations served by us. Point-to-point, discount and ultra low-cost carriers, including Spirit Airlines and Allegiant Air, place significant competitive pressure on network carriers in the domestic market. As a result, we face significant competition at our domestic hub and gateway airports either directly at those airports or at the hubs of other airlines that are located in close proximity to our hubs and gateways. We also face competition in smaller to medium-sized markets from regional jet operations of other carriers. Our ability to compete in the domestic market effectively depends, in part, on our ability to maintain a competitive cost structure. If we cannot maintain our costs at a competitive level, then our business, financial condition and operating results could be materially adversely affected.

Our international operations are subject to competition from both foreign and domestic carriers. Competition is increasing from government-owned and -funded carriers in the Gulf region, including Emirates, Etihad Airways and Qatar Airways. These carriers have large numbers of international widebody aircraft on order and are increasing service to the United States from their hubs in the Middle East. Several of these carriers, along with carriers from China, India and Southeast Asia, are government-subsidized, which has allowed them to grow quickly, reinvest in their product and expand their global presence at the expense of U.S. airlines.

Through alliance and other marketing and codesharing agreements with foreign carriers, U.S. carriers have increased their ability to sell international transportation, such as services to and beyond traditional European and Asian gateway cities. Similarly, foreign carriers have obtained increased access to interior U.S. passenger traffic beyond traditional U.S. gateway cities through these relationships.

In addition, several joint ventures among U.S. and foreign carriers have received grants of antitrust immunity allowing the participating carriers to coordinate schedules, pricing, sales and inventory.

Increased competition in both the domestic and international markets may have a material adverse effect on our business, financial condition and operating results.

*The airline industry is subject to extensive government regulation, and new regulations may increase our operating costs*

Airlines are subject to extensive regulatory and legal compliance requirements that result in significant costs. For instance, the FAA from time to time issues directives and other regulations relating to the maintenance and operation of aircraft that necessitate significant expenditures. We expect to continue incurring expenses to comply with the FAA's regulations.

Other laws, regulations, taxes and airport rates and charges have also been imposed from time to time that significantly increase the cost of airline operations or reduce revenues. The industry is heavily taxed. For example, the Aviation and Transportation Security Act mandates the federalization of certain airport security procedures and imposes security requirements on airports and airlines, most of which are funded by a per ticket tax on passengers and a tax on airlines. Additional taxes and fees, if implemented, could negatively impact our results of operations.

## Table of Contents

Proposals to address congestion issues at certain airports or in certain airspace, particularly in the Northeast U.S., have included concepts such as “congestion-based” landing fees, “slot auctions” or other alternatives that could impose a significant cost on the airlines operating in those airports or airspace and impact the ability of those airlines to respond to competitive actions by other airlines. In addition, the failure of the federal government to upgrade the U.S. air traffic control system has resulted in delays and disruptions of air traffic during peak travel periods in certain congested markets. The failure to improve the air traffic control system could lead to increased delays and inefficiencies in flight operations as demand for U.S. air travel increases, having a material adverse effect on our operations. Failure to update the air traffic control system in a timely manner, and the substantial funding requirements of an updated system that may be imposed on air carriers, may have an adverse impact on our financial condition and results of operations.

Future regulatory action concerning climate change, aircraft emissions and noise emissions could have a significant effect on the airline industry. For example, the European Commission adopted an emissions trading scheme applicable to all flights operating in the European Union, including flights to and from the U.S. While enforcement of the scheme has been deferred until April 2017, we expect that this system would impose additional costs on our operations in the European Union if fully implemented. Other laws or regulations such as this emissions trading scheme or other U.S. or foreign governmental actions may adversely affect our operations and financial results, either through direct costs in our operations or through increases in costs for jet fuel that could result from jet fuel suppliers passing on increased costs that they incur under such a system.

We and other U.S. carriers are subject to domestic and foreign laws regarding privacy of passenger and employee data that are not consistent in all countries in which we operate. In addition to the heightened level of concern regarding privacy of passenger data in the U.S., certain European government agencies are reviewing airline privacy practices. Compliance with these regulatory regimes is expected to result in additional operating costs and could impact our operations and any future expansion.

### ***Prolonged periods of stagnant or weak economic conditions could have a material adverse effect on our business, financial condition and operating results***

As a result of the discretionary nature of air travel, the airline industry has been cyclical and particularly sensitive to changes in economic conditions. Because we operate globally, with almost 35% of our revenues from operations outside of the U.S., our business is subject to economic conditions throughout the world. During periods of unfavorable or volatile economic conditions in the global economy, demand for air travel can be significantly impacted as business and leisure travelers choose not to travel, seek alternative forms of transportation for short trips or conduct business through videoconferencing. If unfavorable economic conditions occur, particularly for an extended period, our business, financial condition and results of operations may be adversely affected. In addition, significant or volatile changes in exchange rates between the U.S. dollar and other currencies, and the imposition of exchange controls or other currency restrictions, may have a material adverse effect on our liquidity, financial conditions and results of operations.

### ***The rapid spread of contagious illnesses can have a material adverse effect on our business and results of operations***

The rapid spread of a contagious illness, or fear of such an event, can have a material adverse effect on the demand for worldwide air travel and therefore have a material adverse effect on our business and results of operations. Moreover, our operations could be negatively affected if employees are quarantined as the result of exposure to a contagious illness. Similarly, travel restrictions or operational issues resulting from the rapid spread of contagious illnesses in a part of the world in which we operate may have a materially adverse impact on our business and results of operations.

## **ITEM 1B UNRESOLVED STAFF COMMENTS**

None



## Table of Contents

### ITEM 2 PROPERTIES

#### Flight Equipment

Our operating aircraft fleet, commitments and options at December 31, 2015 are summarized in the following table:

Aircraft Type	Current Fleet <sup>(1)</sup>				Average Age	Commitments	
	Owned	Capital Lease	Operating Lease	Total		Purchase <sup>(2)</sup>	Lease
B-717-200	—	13	74	87	14.3	—	1
B-737-700	10	—	—	10	6.9	—	—
B-737-800	73	—	—	73	14.9	—	—
B-737-900ER	31	—	19	50	1.3	70	—
B-747-400	4	5	—	9	23.7	—	—
B-757-200	81	18	11	110	20.0	—	—
B-757-300	16	—	—	16	12.8	—	—
B-767-300	13	—	1	14	24.7	—	—
B-767-300ER	54	4	—	58	19.8	—	—
B-767-400ER	21	—	—	21	14.8	—	—
B-777-200ER	8	—	—	8	15.9	—	—
B-777-200LR	10	—	—	10	6.7	—	—
B-787-8	—	—	—	—	—	18	—
A319-100	55	—	2	57	13.9	—	—
A320-200	58	—	11	69	20.8	—	—
A321-200	—	—	—	—	—	45	—
A330-200	11	—	—	11	10.8	—	—
A330-300	25	—	—	25	8.8	6	—
A330-900neo	—	—	—	—	—	25	—
A350-900	—	—	—	—	—	25	—
E190-100	—	—	—	—	—	19	—
MD-88	83	33	—	116	25.4	—	—
MD-90	59	6	—	65	18.9	—	—
<b>Total</b>	<b>612</b>	<b>79</b>	<b>118</b>	<b>809</b>	<b>17.1</b>	<b>208</b>	<b>1</b>

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

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

The following table summarizes the aircraft fleet operated by our regional carriers on our behalf at December 31, 2015:

Carrier	Fleet Type						Total
	CRJ-200	CRJ-700	CRJ-900	Embraer 145	Embraer 170	Embraer 175	
Endeavor Air, Inc. <sup>(1)</sup>	36	—	81	—	—	—	117
ExpressJet Airlines, Inc.	41	41	28	—	—	—	110
SkyWest Airlines, Inc.	58	19	36	—	—	—	113
Compass Airlines, LLC	—	—	—	—	6	36	42
Shuttle America	—	—	—	41	14	16	71
GoJet Airlines, LLC	—	22	7	—	—	—	29
<b>Total</b>	<b>135</b>	<b>82</b>	<b>152</b>	<b>41</b>	<b>20</b>	<b>52</b>	<b>482</b>

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

## Table of Contents

### ***Aircraft Purchase Commitments***

Our purchase commitments for additional aircraft at December 31, 2015 are detailed in the following table

<b>Aircraft Purchase Commitments</b>	<b>Delivery in Calendar Years Ending</b>				<b>Total</b>
	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>After 2018</b>	
B-737-900ER	19	20	18	13	70
B-787-8	—	—	—	18	18
A321-200	15	15	15	—	45
A330-300	4	2	—	—	6
A330-900neo	—	—	—	25	25
A350-900	—	6	9	10	25
E190-100	19	—	—	—	19
<b>Total</b>	<b>57</b>	<b>43</b>	<b>42</b>	<b>66</b>	<b>208</b>

### **Ground Facilities**

#### ***Airline Operations***

We lease most of the land and buildings that we occupy. Our largest aircraft maintenance base, various computer, cargo, flight kitchen and training facilities and most of our principal offices are located at or near the Atlanta airport, on land leased from the City of Atlanta. We own our Atlanta reservations center, other real property in Atlanta, real property located near the Minneapolis-St. Paul International Airport and reservations centers in Minot, North Dakota and Chisholm, Minnesota. We also own a 1.3-acre property in downtown Tokyo and a 33-acre land parcel containing a 512-room hotel and other buildings located near Tokyo's Narita International Airport.

We lease ticket counter and other terminal space, operating areas and air cargo facilities in most of the airports that we serve. At most airports, we have entered into use agreements which provide for the non-exclusive use of runways, taxiways and other improvements and facilities, landing fees under these agreements normally are based on the number of landings and weight of aircraft. These leases and use agreements generally run for periods of less than one year to 30 years or more and often contain provisions for periodic adjustments of lease rates, landing fees and other charges applicable under that type of agreement. We also lease aircraft maintenance and air cargo facilities at several airports. Our facility leases generally require us to pay the cost of providing, operating and maintaining such facilities, including, in some cases, amounts necessary to pay debt service on special facility bonds issued to finance their construction. We also lease marketing, ticketing and reservations offices in certain locations for varying terms.

#### ***Refinery Operations***

Our wholly-owned subsidiaries, Monroe and MIPC, own and operate the Trainer refinery and related assets in Pennsylvania. The facility includes pipelines and terminal assets that allow the refinery to supply jet fuel to our airline operations throughout the Northeastern U.S., including our New York hubs at LaGuardia and JFK.

## Table of Contents

### **ITEM 3 LEGAL PROCEEDINGS**

#### **First Bag Fee Antitrust Litigation**

In 2009, a number of purported class action antitrust lawsuits were filed against Delta and AirTran Airways ("AirTran"), alleging that Delta and AirTran engaged in collusive behavior in violation of Section 1 of the Sherman Act in November 2008 based upon certain public statements made in October 2008 by AirTran's CEO at an analyst conference concerning fees for the first checked bag, Delta's imposition of a fee for the first checked bag on November 4, 2008 and AirTran's imposition of a similar fee on November 12, 2008. The plaintiffs sought to assert claims on behalf of an alleged class consisting of passengers who paid the first bag fee after December 5, 2008 and seek injunctive relief and unspecified treble damages. All of these cases have been consolidated for pre-trial proceedings and remain pending in the Northern District of Georgia. A motion for class certification has been filed, but no class has been certified to date. Delta believes the claims in these cases are without merit and is vigorously defending these lawsuits. The defendants' motions for summary judgment are also pending.

#### **Capacity Antitrust Litigation**

In July 2015, a number of purported class action antitrust lawsuits were filed alleging that Delta, American, United and Southwest had conspired to restrain capacity. The lawsuits were filed in the wake of media reports that the U.S. Department of Justice had served civil investigative demands upon these carriers seeking documents and information relating to this subject. The lawsuits have been consolidated into a single Multi-District Litigation proceeding in the U.S. District Court for the District of Columbia. Delta believes the claims in these cases are without merit and is vigorously defending these lawsuits.

\*\*\*

For a discussion of certain environmental matters, see "Business-Regulatory Matters-Environmental Matters" in Item 1.

### **ITEM 4 MINE SAFETY DISCLOSURES**

Not applicable

## Table of Contents

### Part II

#### **ITEM 5 MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

##### **Market Information**

Our common stock is listed on the New York Stock Exchange ("NYSE"). The following table sets forth for the periods indicated the highest and lowest sales price for our common stock as reported on the NYSE and dividends declared during these periods.

	Common Stock		Cash Dividends Declared (per share)
	High	Low	
<b>Fiscal 2015</b>			
Fourth Quarter	\$ 52.77	\$ 43.35	\$ 0.135
Third Quarter	\$ 48.30	\$ 34.61	\$ 0.135
Second Quarter	\$ 47.98	\$ 38.97	\$ 0.09
First Quarter	\$ 51.06	\$ 42.60	\$ 0.09
<b>Fiscal 2014</b>			
Fourth Quarter	\$ 50.16	\$ 30.12	\$ 0.09
Third Quarter	\$ 40.97	\$ 34.59	\$ 0.09
Second Quarter	\$ 42.66	\$ 30.54	\$ 0.06
First Quarter	\$ 35.85	\$ 27.26	\$ 0.06

##### **Holders**

As of January 31, 2016, there were approximately 2,940 holders of record of our common stock.

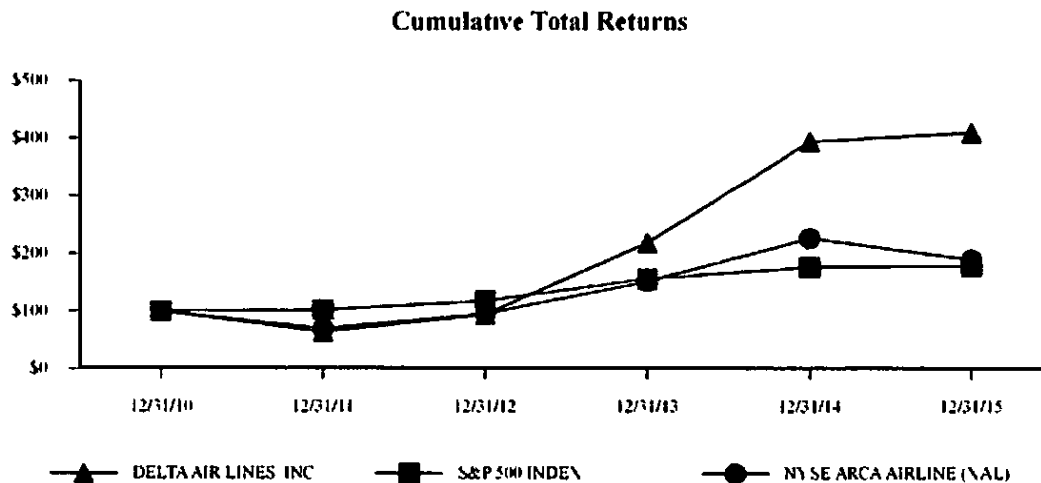
##### **Dividends**

In the September 2013 quarter, our Board of Directors initiated a quarterly dividend program of \$0.06 per share. In the September 2014 quarter, the Board increased the quarterly dividend payment to \$0.09 per share. In the September 2015 quarter, the Board increased the quarterly dividend payment to \$0.135 per share. Our ability to pay future dividends is subject to compliance with covenants in several of our credit facilities. In addition, any future determination to pay cash dividends will be at the discretion of the Board of Directors, subject to applicable limitations under Delaware law, and will be dependent upon our results of operations, financial condition, cash requirements, future prospects and other factors deemed relevant by the Board of Directors.

## Table of Contents

### Stock Performance Graph

The following graph compares the cumulative total returns during the period from December 31, 2010 to December 31, 2015 of our common stock to the Standard & Poor's 500 Stock Index and the NYSE ARCA Airline Index. The comparison assumes \$100 was invested on December 31, 2010 in each of our common stock and the indices and assumes that all dividends were reinvested.



### Issuer Purchases of Equity Securities

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

In addition, the table includes shares withheld from employees to satisfy certain tax obligations due in connection with grants of stock under the Delta Air Lines, Inc. 2007 Performance Compensation Plan (the "2007 Plan"). The 2007 Plan provides for the withholding of shares to satisfy tax obligations. It does not specify a maximum number of shares that can be withheld for this purpose. The shares of common stock withheld to satisfy tax withholding obligations may be deemed to be "issuer purchases" of shares that are required to be disclosed pursuant to this Item.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value (in millions) of Shares That May Yet Be Purchased Under the Plan or Programs
October 2015	3,394,359	\$ 48.35	3,394,359	\$ 4,211
November 2015	4,668,397	\$ 49.63	4,668,397	\$ 3,979
December 2015	641,682	\$ 46.96	641,682	\$ 3,950
Total	8,704,438		8,704,438	

## Table of Contents

### ITEM 6 SELECTED FINANCIAL DATA

The following tables are derived from our audited Consolidated Financial Statements, and present selected financial and operating data for the years ended December 31, 2015, 2014, 2013, 2012 and 2011

#### Consolidated Summary of Operations

(in millions, except share data)	Year Ended December 31,				
	2015	2014	2013	2012	2011
Operating revenue	\$ 40,704	\$ 40,362	\$ 37,773	\$ 36,670	\$ 35,115
Operating expense	32,902	38,156	34,373	34,495	33,140
Operating income	7,802	2,206	3,400	2,175	1,975
Non-operating expense, net	(645)	(1,134)	(873)	(1,150)	(1,206)
Income before income taxes	7,157	1,072	2,527	1,025	769
Income tax (provision) benefit	(2,631)	(413)	8,013	(16)	85
Net income	\$ 4,526	\$ 659	\$ 10,540	\$ 1,009	\$ 854
<hr/>					
Basic earnings per share	\$ 5.68	\$ 0.79	\$ 12.41	\$ 1.20	\$ 1.02
Diluted earnings per share	\$ 5.63	\$ 0.78	\$ 12.29	\$ 1.19	\$ 1.01
Cash dividends declared per share	\$ 0.45	\$ 0.30	\$ 0.12	\$ —	\$ —

#### Special Items

(in millions)	Year Ended December 31,				
	2015	2014	2013	2012	2011
MTM adjustments and settlements	\$ 1,301	\$ (2,346)	\$ 276	\$ 27	\$ (26)
Restructuring and other	(35)	(716)	(424)	(452)	(242)
Loss on extinguishment of debt	—	(268)	—	(118)	(68)
Virgin Atlantic MTM adjustments	26	(134)	—	—	—
Release of tax valuation allowance and intraperiod income tax allocation	—	—	7,989	—	—
Total income (loss)	\$ 1,292	\$ (3,464)	\$ 7,841	\$ (543)	\$ (336)

#### Consolidated Balance Sheet Data

(in millions)	December 31,				
	2015	2014	2013	2012	2011
Total assets	\$ 53,134	\$ 54,005	\$ 52,104	\$ 43,933	\$ 42,879
Long-term debt and capital leases (including current maturities)	\$ 8,329	\$ 9,661	\$ 11,194	\$ 12,555	\$ 13,632
Stockholders' equity (deficit)	\$ 10,850	\$ 8,813	\$ 11,643	\$ (2,131)	\$ (1,396)

## Table of Contents

### Other Financial and Statistical Data (Unaudited)

Consolidated <sup>(1)</sup>	Year Ended December 31,				
	2015	2014	2013	2012	2011
Revenue passenger miles (in millions)	209,625	202,925	194,988	192,974	192,767
Available seat miles (in millions)	246,764	239,676	232,740	230,415	234,656
Passenger mile yield	16.59¢	17.22¢	16.89¢	16.46¢	15.70¢
Passenger revenue per available seat mile	14.10¢	14.58¢	14.15¢	13.78¢	12.89¢
Operating cost per available seat mile	13.33¢	15.92¢	14.77¢	14.97¢	14.12¢
Passenger load factor	84.9%	84.7%	83.8%	83.8%	82.1%
Fuel gallons consumed (in millions)	3,988	3,893	3,828	3,769	3,856
Average price per fuel gallon <sup>(2)</sup>	\$ 1.90	\$ 3.47	\$ 3.00	\$ 3.25	\$ 3.06
Full-time equivalent employees end of period	82,949	79,655	77,755	73,561	78,392

<sup>(1)</sup> Includes the operations of our regional carriers under capacity purchase agreements. Full-time equivalent employees exclude employees of regional carriers that we do not own.

<sup>(2)</sup> Includes the impact of fuel hedge activity and refinery segment results.

## Table of Contents

### ITEM 7 MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

#### **Financial Highlights - 2015 Compared to 2014**

Our pre-tax income for 2015 was \$7.2 billion, representing a \$6.1 billion increase compared to the prior year predominantly as a result of lower fuel prices and strong non-fuel cost controls. Pre-tax income, adjusted for special items (a non-GAAP financial measure) increased \$1.3 billion, or 29.3%, to \$5.9 billion. Special items in 2015 were primarily related to fuel hedge MTM adjustments and settlements which totaled \$1.3 billion.

**Revenue** Our operating revenue increased \$342 million compared to the prior year primarily resulting from our Branded Fares initiative and our agreement with American Express. Passenger revenue per available seat mile ("PRASM") decreased 3.3% on 3.0% higher capacity. The decrease in PRASM was largely driven by competitive pressure in the current low fuel price environment and the impact of U.S. dollar strength on tickets sold in international markets, which are predominantly priced in local currency.

**Operating Expense** Total operating expense decreased \$5.3 billion from 2014 driven by lower fuel prices, partially offset by fuel hedge losses, higher salaries and related costs and profit sharing. During 2015, Brent crude oil averaged \$52 per barrel and closed the year below \$40 per barrel, which is significantly lower than the average of \$99 per barrel during 2014. Salaries and related costs were higher as a result of increases in pilot and flight attendant block hours due to higher capacity and pay rate increases implemented in 2015.

Our consolidated operating cost per available seat mile ("CASM") for 2015 decreased 16.3% to 13.33 cents from 15.92 cents in 2014, on a 3.0% increase in capacity primarily due to lower fuel prices. Non-fuel unit costs ("CASM-Ex," a non-GAAP financial measure) were flat in 2015 compared to 2014 at 9.17 cents due to strong non-fuel cost controls and the strength of the U.S. dollar. Our 2015 unit cost performance was in-line with our goal of limiting non-fuel unit cost growth to below 2% annually.

The non-GAAP financial measures for pre-tax income, adjusted for special items and CASM-Ex used in this section and return on invested capital ("ROIC") and adjusted net debt used in the section below, are defined and reconciled in "Supplemental Information" below.

#### **Company Initiatives**

Running a reliable, customer-focused airline has produced a higher ROIC (a non-GAAP financial measure), which increased from 20.7% in 2014 to 28.3% in 2015. This improved financial performance has allowed us to improve our balance sheet by reducing adjusted net debt (a non-GAAP financial measure) to \$6.7 billion, increase funding of our defined benefit pension plans and increase the amount of capital returned to our shareholders. We are focused on delivering additional value for shareholders in the future through revenue growth, cost productivity and prudent deployment of cash flows.

#### **Driving Revenue Growth**

##### *Operational Reliability*

A key driver of our revenue growth is higher customer satisfaction resulting from strong operational reliability. We have significantly invested in our business since 2010 to improve our operational performance, which consistently ranks first among the major U.S. carriers. During 2015, we operated 161 days with zero mainline canceled flights, a 69% improvement over our 2014 performance. In addition, our reported completion factor of 99.6% and on-time arrival rate of 85.9% places us at the top among the major global U.S. carriers. This operational excellence resulted in a four point increase in our domestic net promoter score compared to 2014. Accordingly, our corporate ticket volume increased 4% in 2015, reflecting our reliable service and high-quality product.

##### *Global Strategy*

We are expanding our global network. Under this strategy, we are strengthening our presence in major and developing markets around the world in an effort to increase and diversify our network into high revenue and high growth markets. The growth of our global presence will enable customers to seamlessly connect to more places while enjoying a consistent, high-quality travel experience. We are deploying this strategy through investments in Europe, Asia and Latin America.



## Table of Contents

**Europe** Alongside our 49% equity investment in Virgin Atlantic we implemented an antitrust immunized joint venture with the U.K.-based carrier. This joint venture has significantly improved our presence in London, one of the largest revenue markets from the U.S., while also enhancing our transatlantic network including our existing joint venture relationship with Air France-KLM and Alitalia. We have also moved senior decision-making functions to Amsterdam for closer coordination with our joint venture airlines. We anticipate the co-location of these management functions will optimize the benefits of our joint ventures.

**Asia** As part of the strategy to improve our Pacific operations, we are increasing our presence in China, the largest transpacific market from the U.S. To this end, during 2015 we acquired shares of China Eastern for \$450 million which provides us with a 3.5% stake in the airline. In conjunction with this transaction we and China Eastern entered into a new commercial agreement to expand our relationship and better connect the networks of the two airlines. China Eastern is one of the largest airlines in China with a route network covering more than 200 destinations in over 25 countries. In addition, we are restructuring our Pacific fleet by removing less efficient B-747-400 aircraft and replacing them with smaller-gauge, widebody aircraft to better match capacity with demand in an effort to improve our margins.

**Latin America** We are focused on maximizing the value of our relationships while deriving value from the recent investments in our network, product and service. Our capacity growth has been focused on higher performing markets such as Mexico and the Caribbean while we have reduced capacity in markets challenged by weakening currencies and slowing economies such as Brazil.

During the December 2015 quarter, we announced a plan to acquire additional capital stock of Grupo Aeromexico through a cash tender offer. Following the completion of the tender offer, when combined with our existing share ownership, we expect to own up to 49% of Grupo Aeromexico's outstanding shares. We have submitted an application for an antitrust immunized joint venture with Aeromexico which we expect will be approved in 2016 and is intended to allow us to benefit from an improved level of coordination.

Also, during 2015 we acquired additional preferred shares of GOL's parent company for \$50 million increasing our ownership to 9.5% of its outstanding capital stock, as part of our long-term strategy to strengthen the opportunity we see in Brazil. In conjunction with our investment we and GOL agreed to extend our existing commercial agreements.

## **Cost Productivity**

We continue to focus on maintaining the rate of non-fuel unit cost growth at less than 2% annually. An important component of this effort relates to maximizing the benefits of scale throughout the network. Domestic fleet upgauging allows us to increase capacity on fewer departures, thereby improving our unit cost performance. In addition, we are leveraging our expertise in supply chain and aircraft maintenance to improve our productivity. Finally, we are investing in technology projects to improve the customer experience in a cost-efficient manner.

The Delta pilots collective bargaining agreement became amendable as of December 31, 2015. We are in discussions with representatives of the Delta pilots to amend the collective bargaining agreement. Our employees, including pilots, are an important part of Delta's success and the underpinning of the quality and operational reliability that has become part of Delta's brand. We expect to continue to pay our employees industry leading total compensation that will enable Delta's continued success.

## **Prudent Deployment of Cash Flows**

As part of our long-term plan, we target \$7-8 billion in annual operating cash flow and \$4-5 billion in annual free cash flow. We use approximately 50% of our operating cash flow to reinvest in the business for long-term growth opportunities. The remaining free cash flow is used to further strengthen the balance sheet by reducing debt levels, make incremental pension contributions and return capital to shareholders through dividends and share repurchases.

## **Strengthened Balance Sheet**

A key tenet of our strategy is to operate the company with investment grade financial metrics. Since beginning our balance sheet improvement strategy in 2009, we have reduced our adjusted net debt by over \$10 billion, which has significantly reduced our annual interest expense. In addition, we have a significant net underfunded pension liability. We have been making pension contributions above the minimum amount required, with a goal of achieving 80% funded status for the pension plan by 2020. Because of statutory pension funding relief that applies to us, we have until 2031 to fully fund our pension plans.

## Table of Contents

### *Increased Capital Returns to Owners*

While we have been reducing our debt levels and investing in the business, we have been increasing our capital returns to shareholders, returning a total of \$2.6 billion in 2015 through dividends and share repurchases. Since first implementing our quarterly dividend in 2013, we have increased the dividend per share by 50% annually, and paid \$712 million in total dividends, including \$359 million in 2015. Through dividends and share repurchases, we have returned over \$4 billion to shareholders since 2013, while reducing outstanding shares by approximately 9% compared to the beginning of 2013.

## Table of Contents

### Results of Operations - 2015 Compared to 2014

#### Operating Revenue

(in millions)	Year Ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2015	2014		
Passenger				
Mainline	\$ 28,898	\$ 28,688	\$ 210	0.7%
Regional carriers	5,884	6,266	(382)	(6.1)%
Total passenger revenue	34,782	34,954	(172)	(0.5)%
Cargo	813	934	(121)	(13.0)%
Other	5,109	4,474	635	14.2%
Total operating revenue	\$ 40,704	\$ 40,362	\$ 342	0.8%

#### Passenger Revenue

(in millions)	Year Ended December 31, 2015	Increase (Decrease) vs. Year Ended December 31, 2014					
		Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	Load Factor
Mainline	\$ 17,933	5.4%	6.7%	6.1%	(1.2)%	(0.6)%	0.5 pts
Regional carriers	5,884	(6.1)%	(2.2)%	(4.0)%	(4.0)%	(2.1)%	1.5 pts
Domestic	23,817	2.3%	5.1%	4.1%	(2.6)%	(1.8)%	0.8 pts
Atlantic	5,548	(4.8)%	0.6%	3.2%	(5.3)%	(7.7)%	(2.1) pts
Pacific	3,002	(12.2)%	(2.3)%	(5.0)%	(10.2)%	(7.6)%	2.3 pts
Latin America	2,415	(0.4)%	5.1%	5.7%	(5.3)%	(5.8)%	(0.5) pts
Total	\$ 34,782	(0.5)%	3.3%	3.0%	(3.7)%	(3.3)%	0.2 pts

Passenger revenue decreased \$172 million over the prior year. PRASM decreased 3.3% and passenger mile yield decreased 3.7% on 3.0% higher capacity. Load factor was 0.2 points higher than the prior year at 84.9%.

Unit revenues of the mainline domestic region decreased 0.6%, resulting from weaker yields in certain markets which were nearly offset by the strong performance in Atlanta, New York, Seattle and Los Angeles.

Regional carriers passenger revenue decreased 6.1% on a 4.0% reduction in capacity. During 2015, we removed thirty 50-seat regional aircraft as part of our strategy to restructure our domestic fleet.

Revenues related to our international regions decreased 6.0% year-over-year primarily due to the impact of the strong U.S. dollar and reductions in international fuel surcharges. These challenges have been addressed through capacity reductions implemented in the December 2015 quarter.

In the Atlantic region, unit revenue declines in Africa, the Middle East and Russia were partially offset by strength in core European markets. Unit revenue declines in the Pacific primarily resulted from the strength of the U.S. dollar and lower international fuel surcharges. We continue to optimize the Pacific region in order to improve margins by reducing our winter capacity, including the cancellation of our Seattle to Tokyo-Haneda route in the June 2015 quarter and downgauging via the continued retirement of the B-747-400 fleet during the second half of 2015. In addition, we have made a strategic investment in and established a long-term commercial relationship with, China Eastern. Latin America saw capacity growth of 5.7%, the majority of which occurred during the first half of 2015. In the December 2015 quarter, we continued to invest in higher performing markets such as Mexico and the Caribbean, while reducing capacity in Brazil due to its challenging economic environment.

**Other Revenue** Other revenue increased \$635 million, or 14.2%, primarily due to loyalty program revenues including our agreement with American Express, sales of non-jet fuel products to third parties by our oil refinery and maintenance sales to third parties by our MRO services business.

## Table of Contents

### Operating Expense

(in millions)	Year Ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2015	2014		
Salaries and related costs	\$ 8,776	\$ 8,120	\$ 656	8.1%
Aircraft fuel and related taxes	6,544	11,668	(5,124)	(43.9)%
Regional carriers expense	4,241	5,237	(996)	(19.0)%
Aircraft maintenance materials and outside repairs	1,848	1,828	20	1.1%
Contracted services	1,848	1,749	99	5.7%
Depreciation and amortization	1,835	1,771	64	3.6%
Passenger commissions and other selling expenses	1,672	1,700	(28)	(1.6)%
Landing fees and other rents	1,493	1,442	51	3.5%
Profit sharing	1,490	1,085	405	37.3%
Passenger service	872	810	62	7.7%
Aircraft rent	250	233	17	7.3%
Restructuring and other	35	716	(681)	NM <sup>(1)</sup>
Other	1,998	1,797	201	11.2%
Total operating expense	\$ 32,902	\$ 38,156	\$ (5,254)	(13.8)%

<sup>(1)</sup> Due to the nature of amounts recorded within restructuring and other a year-over-year comparison is not meaningful. For a discussion of charges recorded in restructuring and other, see Note 15 of the Notes to the Consolidated Financial Statements.

**Salaries and Related Costs** The increase in salaries and related costs is primarily due to higher pilot and flight attendant block hours and pay rate increases implemented in both the first half of 2015 and December 2015. Base pay rates increased 14.5% for eligible merit, ground and flight attendant employees effective December 1, 2015.

**Aircraft Fuel and Related Taxes** Including our regional carriers, fuel expense decreased \$5.9 billion compared to the prior year due to a 43.5% decrease in the market price per gallon of fuel, an increase in Monroe's profitability and reduced hedge losses, partially offset by a 2.4% increase in consumption. The table below presents fuel expense, including our regional carriers.

(in millions, except per gallon data)	Year Ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2015	2014		
Aircraft fuel and related taxes <sup>(1)</sup>	\$ 6,544	\$ 11,668	\$ (5,124)	
Aircraft fuel and related taxes included within regional carriers expense	1,035	1,844	(809)	
Total fuel expense	\$ 7,579	\$ 13,512	\$ (5,933)	(43.9)%

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

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

(in millions, except per gallon data)	Year Ended December 31,			Average Price Per Gallon		
	Year Ended December 31,		Increase (Decrease)	Year Ended December 31,		Increase (Decrease)
	2015	2014		2015	2014	
Fuel purchase cost <sup>(1)</sup>	\$ 6,934	\$ 11,350	\$ (4,416)	\$ 1.74	\$ 2.91	\$ (1.17)
Airline segment fuel hedge losses <sup>(2)</sup>	935	2,258	(1,323)	0.23	0.58	(0.35)
Refinery segment impact <sup>(2)</sup>	(290)	(96)	(194)	(0.07)	(0.02)	(0.05)
Total fuel expense	\$ 7,579	\$ 13,512	\$ (5,933)	\$ 1.90	\$ 3.47	\$ (1.57)
MTM adjustments and settlements <sup>(3)</sup>	1,301	(2,346)	3,647	0.33	(0.60)	0.93
Total fuel expense, adjusted	\$ 8,880	\$ 11,166	\$ (2,286)	\$ 2.23	\$ 2.87	\$ (0.64)

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

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

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

## Table of Contents

*Regional Carriers Expense* The reduction in regional carriers expense is primarily due to lower fuel cost from a decrease in the price per gallon of fuel, lower capacity and reduced maintenance expenses. During 2015, we removed thirty 50-seat regional aircraft as part of our strategy to restructure our domestic fleet.

*Contracted Services* The increase in contracted services expense predominantly related to costs associated with the 3.0% increase in capacity and additional temporary staffing.

*Depreciation and Amortization* Depreciation and amortization expense increased year-over-year primarily due to investments in new A330-300 B-737-900ER and CRJ-900 aircraft and aircraft modifications that upgraded aircraft interiors and enhanced our product offering.

*Landing Fees and Other Rents* Landing fees and other rents increased principally due to increased number of departures and higher rental rates.

*Profit Sharing* The increase in profit sharing is driven by an increase in full year pre-tax income compared to the prior year. Our broad-based employee profit sharing program provides that for each year in which we have an annual pre-tax profit, as defined by the terms of the program, we will pay a specified portion of that profit to employees. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. For years prior to 2016, our profit sharing program paid 10% to employees for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion.

Beginning with 2016 pre-tax profit (to be paid out in 2017), the profit sharing formula will be adjusted to pay 10% of annual pre-tax profit (as defined by the terms of the program) and, if we exceed our prior-year results, the program will pay 20% of the year-over-year increase in pre-tax profit to eligible employees. The profit sharing program for pilots remains unchanged and will continue in 2016 under its terms.

*Passenger Service* Passenger service expense includes the costs for onboard food and beverage, cleaning and supplies. This expense increased year-over-year primarily due to costs associated with enhancements to our onboard product offering and the 3.3% increase in traffic.

*Other* Other operating expense increased primarily due to costs associated with sales of non-jet fuel products to third parties by our oil refinery.

## Table of Contents

### Results of Operations - 2014 Compared to 2013

#### Operating Revenue

(in millions)	Year Ended December 31,		Increase	% Increase
	2014	2013		
Passenger				
Mainline	\$ 28,688	\$ 26,534	\$ 2,154	8.1 %
Regional carriers	6,266	6,408	(142)	(2.2)%
Total passenger revenue	34,954	32,942	2,012	6.1 %
Cargo	934	937	(3)	(0.3)%
Other	4,474	3,894	580	14.9 %
Total operating revenue	\$ 40,362	\$ 37,773	\$ 2,589	6.9 %

#### Passenger Revenue

(in millions)	Year Ended December 31, 2014	Increase (Decrease) vs Year Ended December 31, 2013					
		Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	Load Factor
Mainline	\$ 17,017	11.9 %	6.5 %	4.1 %	5.1 %	7.5 %	2.0 pts
Regional carriers	6,266	(2.2)%	(1.5)%	(3.8)%	(0.7)%	1.7 %	1.9 pts
Domestic	23,283	7.7 %	5.0 %	2.4 %	2.6 %	5.2 %	2.4 pts
Atlantic	5,826	3.0 %	(0.1)%	0.9 %	3.0 %	2.1 %	(0.8) pts
Pacific	3,421	(4.0)%	(1.2)%	(0.2)%	(2.8)%	(3.8)%	(0.9) pts
Latin America	2,424	14.8 %	16.7 %	17.7 %	(1.6)%	(2.5)%	(0.7) pts
Total consolidated	\$ 34,954	6.1 %	4.1 %	3.0 %	2.0 %	3.0 %	0.9 pts

Passenger revenue increased \$2.0 billion, or 6.1%, over prior year. PRASM increased 3.0% and passenger mile yield increased 2.0% on 3.0% higher capacity. Load factor was 0.9 points higher than prior year at 84.7%.

Our geographic regions generally performed well compared to the prior year, with the domestic region leading year-over-year unit revenue improvement. Unit revenues of the domestic region rose 5.2% led by strong performances from our hubs in Atlanta, New York-LaGuardia and Seattle.

Revenues related to our international regions increased 3.0% year-over-year primarily due to 17.7% capacity growth in the Latin America region as a result of our efforts to improve connections with GOL and Aeromexico. GOL and Aeromexico contributed a significant portion of the traffic from the U.S. to Brazil and into key Mexico markets, respectively. Despite these contributions, Latin America unit revenues declined 2.5% as a result of the capacity increase, some business demand weakness associated with the FIFA World Cup in Brazil and economic concerns in Venezuela. Atlantic unit revenue increased 2.1% driven by yield improvements. While our joint venture with Virgin Atlantic reflected solid revenue growth, especially in London-Heathrow, Atlantic yields experienced pressure from the impact of geopolitical and health concerns related to service to Africa, the Middle East and Russia. Our Pacific region experienced a 3.8% decline in unit revenues driven by lower yield, primarily due to the weakening of the Japanese yen.

**Other Revenue** Other revenue increased \$580 million, or 14.9%, primarily due to an increase in sales of SkyMiles, settlements associated with our transatlantic joint venture agreements and sales of non-jet fuel products to third parties by our oil refinery.

## Table of Contents

### Operating Expense

(in millions)	Year Ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2014	2013		
Salaries and related costs	\$ 8,120	\$ 7,720	\$ 400	5.2 %
Aircraft fuel and related taxes	11,668	9,397	2,271	24.2 %
Regional carriers expense	5,237	5,669	(432)	(7.6)%
Aircraft maintenance materials and outside repairs	1,828	1,852	(24)	(1.3)%
Contracted services	1,749	1,665	84	5.0 %
Depreciation and amortization	1,771	1,658	113	6.8 %
Passenger commissions and other selling expenses	1,700	1,603	97	6.1 %
Landing fees and other rents	1,442	1,410	32	2.3 %
Profit sharing	1,085	506	579	NM
Passenger service	810	762	48	6.3 %
Aircraft rent	233	209	24	11.5 %
Restructuring and other	716	402	314	NM <sup>(1)</sup>
Other	1,797	1,520	277	18.2 %
Total operating expense	\$ 38,156	\$ 34,373	\$ 3,783	11.0 %

<sup>(1)</sup> Due to the nature of amounts recorded within restructuring and other a year-over-year comparison is not meaningful. For a discussion of charges recorded in restructuring and other, see Note 15 of the Notes to the Consolidated Financial Statements.

**Salaries and Related Costs** The increase in salaries and related costs is primarily due to investments in our employees and an increase in pilot and flight attendant block hours, partially offset by lower pension expense.

**Fuel Expense** Compared to the prior year, consolidated fuel expense increased \$2.0 billion due to unfavorable MTM adjustments on fuel hedges resulting from the significant decrease in crude oil prices during the year (from a high of \$115 per barrel in June to a low of \$57 per barrel at December 31, 2014) and a 1.7% increase in consumption, partially offset by a 7.8% decrease in fuel market price per gallon and increased profitability at Monroe. The table below presents fuel expense, gallons consumed and our average price per gallon, including the impact of hedging and the refinery.

(in millions, except per gallon data)	Year Ended December 31,		Increase (Decrease)	% Increase (Decrease)
	2014	2013		
Aircraft fuel and related taxes <sup>(1)</sup>	\$ 11,668	\$ 9,397	\$ 2,271	
Aircraft fuel and related taxes included within regional carriers expense	1,844	2,067	(223)	
Total fuel expense	\$ 13,512	\$ 11,464	\$ 2,048	17.9%

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

The table below shows the impact of hedging and the refinery on fuel expense and average price per gallon, adjusted.

(in millions, except per gallon data)	Year Ended December 31,			Average Price Per Gallon		
	Year Ended December 31,		Increase (Decrease)	Year Ended December 31,		Increase (Decrease)
	2014	2013		2014	2013	
Fuel purchase cost <sup>(1)</sup>	\$ 11,350	\$ 11,792	\$ (442)	\$ 2.91	\$ 3.09	\$ (0.18)
Airline segment fuel hedge losses (gains) <sup>(2)</sup>	2,258	(444)	2,702	0.58	(0.12)	0.70
Refinery segment impact <sup>(2)</sup>	(96)	116	(212)	(0.02)	0.03	(0.05)
Total fuel expense	\$ 13,512	\$ 11,464	\$ 2,048	\$ 3.47	\$ 3.00	\$ 0.47
MTM adjustments <sup>(3)</sup>	(2,346)	276	(2,622)	(0.60)	0.07	(0.67)
Total fuel expense, adjusted	\$ 11,166	\$ 11,740	\$ (574)	\$ 2.87	\$ 3.07	\$ (0.20)

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

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

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

## Table of Contents

*Regional Carriers Expense* The reduction in regional carriers expense is primarily due to lower fuel expense from both a decrease in the cost of fuel per gallon and a 3.8% decrease in capacity and fewer required maintenance events. During 2014, we removed thirty-five 50-seat regional aircraft from our fleet as part of our strategy to restructure our domestic fleet.

*Aircraft Maintenance Materials and Outside Repairs* Aircraft maintenance materials and outside repairs consists of costs associated with maintenance of aircraft used in our operations and costs associated with maintenance sales to third parties by our MRO services business. The reduction in aircraft maintenance materials and outside repairs is due primarily to lower engine maintenance volume and a contract settlement charge in 2013, partially offset by a higher volume of cost of sales from our MRO business.

*Contracted Services* Contracted services expense increased year-over-year due primarily to costs associated with the 3.0% increase in capacity.

*Depreciation and Amortization* Depreciation and amortization expense increased year-over-year primarily due to our investment in new B-737-900ER and CRJ-900 aircraft, the purchase of aircraft off-lease and aircraft modifications that upgraded aircraft interiors and enhanced our product offering.

*Passenger Commissions and Other Selling Expenses* Passenger commissions and other selling expenses increased on higher passenger revenue.

*Profit Sharing* The increase in profit sharing is driven by an increase in full year pre-tax income, excluding profit sharing and certain other items, compared to the prior year.

*Aircraft Rent* Aircraft rent increased year-over-year due primarily to the addition of leased B-717-200 and B-737-900ER aircraft delivered during the year, partially offset by the retirement of certain B-747-400 aircraft.

*Other* Other operating expense increased primarily due to costs associated with sales of non-jet fuel products to third parties by our oil refinery.



## Table of Contents

### Non-Operating Results

(in millions)	Year Ended December 31,			Favorable (Unfavorable)	
	2015	2014	2013	2015 vs 2014	2014 vs 2013
Interest expense, net	\$ (481)	\$ (650)	\$ (852)	\$ 169	\$ 202
Miscellaneous, net	(164)	(484)	(21)	320	(463)
Total non-operating expense, net	\$ (645)	\$ (1,134)	\$ (873)	\$ 489	\$ (261)

The decline in interest expense, net results from reduced levels of debt and unamortized debt discounts and from the refinancing of debt obligations at lower interest rates. The principal amount of debt and capital leases has declined from \$13.2 billion at the beginning of 2013 to \$8.5 billion at December 31, 2015.

Miscellaneous, net is favorable primarily due to a reduction in debt extinguishment losses compared to 2014. The debt extinguishment losses primarily related to unamortized debt discounts resulting from fair value adjustments recorded in the 2008 purchase accounting of Northwest Airlines. We did not early extinguish any debt in 2013. Also contributing to the increase is our proportionate share of earnings from our equity investment in Virgin Atlantic. The gain from Virgin Atlantic primarily results from year-over-year profit and improvements in MTM adjustments on fuel hedges.

### Income Taxes

Our effective tax rate for 2015 was 36.8%. We expect our annual effective tax rate to be between 35% and 36% for 2016. The expected reduction in our rate from prior years is primarily related to differences in our global tax rates. In certain periods we may have adjustments to our deferred tax assets as a result of changes in prior year estimates and tax laws enacted during the period, which will impact the effective tax rate for that period. At December 31, 2015, we had approximately \$9.5 billion of U.S. federal pre-tax net operating loss carryforwards, which do not begin to expire until 2024. Accordingly, we believe we will not pay any cash federal income taxes before 2018. See Note 11 of the Notes to the Consolidated Financial Statements for more information.

We released substantially all of our valuation allowance against our net deferred tax assets on December 31, 2013. The release of the allowance primarily resulted in a net tax benefit of \$8.0 billion that was recorded in income tax (provision) benefit in our Consolidated Statement of Operations.

### Refinery Segment

The refinery primarily produces gasoline, diesel and jet fuel. Monroe exchanges substantially all the non-jet fuel products the refinery produces with third parties for jet fuel consumed in our airline operations. The jet fuel produced and procured through exchanging gasoline and diesel fuel produced by the refinery provided approximately 171,000 barrels (approximately seven million gallons) per day for use in our airline operations during 2015. We believe that the increase in jet fuel supply due to the refinery's operation has reduced the overall market price of jet fuel, and thus lowered our cost of jet fuel.

A refinery is subject to annual EPA requirements to blend renewable fuels into the gasoline and on-road diesel fuel it produces. Alternatively, a refinery may purchase renewable energy credits, called RINs, from third parties in the secondary market. Because the refinery operated by Monroe does not blend renewable fuels, it must purchase its entire RINs requirement in the secondary market or obtain a waiver from the EPA. We recognized \$75 million, \$111 million and \$64 million of expense related to the RINs requirement in 2015, 2014 and 2013, respectively. We are in possession of the RINs needed to satisfy our 2013 obligation and a portion of our 2014 and 2015 obligations.

The refinery recorded a profit of \$290 million in 2015, compared to \$96 million in 2014 and a loss of \$116 million recorded in 2013. The refinery's profitability improved year-over-year despite lower revenues resulting from a decline in refined fuel market prices. The refinery's increase in profits was attributable to higher product crack spreads and higher throughput as a result of enhanced operational reliability, logistical improvements and utilization of intermediates (partially refined fuels). For more information regarding the refinery's results, see Note 14 of the Notes to the Consolidated Financial Statements.

## Table of Contents

### **Financial Condition and Liquidity**

We expect to meet our cash needs for the next 12 months from cash flows from operations, cash and cash equivalents, short-term investments and financing arrangements. As of December 31, 2015, we had \$5.6 billion in unrestricted liquidity, consisting of \$3.4 billion in cash and cash equivalents and short-term investments and \$2.2 billion in undrawn revolving credit facilities. During 2015, we generated \$7.9 billion in cash from operating activities, which we used to fund capital expenditures of \$2.9 billion, return \$2.6 billion to shareholders, reduce the principal on our debt and capital lease obligations by \$1.5 billion and fund equity investments of \$500 million while maintaining a solid liquidity position.

#### ***Sources of Liquidity***

##### ***Operating Activities***

Cash flows from operating activities continue to provide our primary source of liquidity. We generated positive cash flows from operations of \$7.9 billion in 2015, \$4.9 billion in 2014 and \$4.5 billion in 2013. We also expect to generate positive cash flows from operations in 2016.

Our operating cash flows can be impacted by the following factors:

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

***Fuel and Fuel Hedge Margins*** Including our regional carriers, fuel expense represented 23.0% of our total operating expenses for 2015. The market price for jet fuel is highly volatile, which can impact the comparability of our cash flows from operations from period to period.

As part of our fuel hedging program, we may be required to post margin to counterparties when our portfolio is in a loss position. Conversely, if our portfolio with counterparties is in a gain position, we may receive margin. Our future cash flows are impacted by the nature of our derivative contracts and the market price of the commodities underlying those derivative contracts. Our hedge contracts were in a net loss position at December 31, 2015 and 2014, resulting in \$119 million and \$925 million, respectively, of margin postings to counterparties.

***Timing of SkyMiles Sales*** In December 2011, we amended our American Express agreements and agreed to sell \$675 million of unrestricted SkyMiles to American Express in each December from 2011 through 2014. Pursuant to the December 2011 amendment, American Express purchased \$675 million of unrestricted SkyMiles in each of those years with the final payment in 2014. The SkyMiles purchased in December 2014 were utilized by American Express in 2015. There were no advanced sales of SkyMiles in 2015.

***Pension Contributions*** We sponsor defined benefit pension plans for eligible employees and retirees. These plans are closed to new entrants and are frozen for future benefit accruals. Our funding obligations for these plans are governed by the Employee Retirement Income Security Act, as modified by the Pension Protection Act of 2006. In 2015, we contributed \$1.2 billion to our qualified defined benefit pension plans. As a result of these contributions, we satisfied, on an accelerated basis, our 2015 required contributions for our defined benefit plans including nearly \$600 million above the minimum funding requirements. We contributed \$917 million and \$914 million in 2014 and 2013, respectively, including \$250 million above the minimum funding levels in each of those years. We estimate our funding under these plans will total at least \$1.0 billion in 2016, including \$500 million above the minimum funding requirements.

***Profit Sharing*** Our broad-based employee profit sharing program provides that, for each year in which we have an annual pre-tax profit, as defined by the terms of the program, we will pay a specified portion of that profit to employees. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. For years prior to 2016, our profit sharing program paid 10% to employees for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion.

## Table of Contents

We made profit sharing payments of \$756 million, \$821 million and \$372 million in 2015, 2014 and 2013, respectively, in recognition of our employees' contributions toward meeting our financial goals. During the year ended December 2015, we recorded \$1.5 billion in profit sharing expense based on 2015 pre-tax profit, which will be paid to employees in February 2016.

Beginning with 2016 pre-tax profit (to be paid out in 2017), the profit sharing formula will be adjusted to pay 10% of annual pre-tax profit (as defined by the terms of the program) and, if we exceed our prior-year results, the program will pay 20% of the year-over-year increase in pre-tax profit to eligible employees. The profit sharing program for pilots remains unchanged and will continue in 2016 under its terms.

### *Investing Activities*

**Capital Expenditures** Our capital expenditures were \$2.9 billion in 2015, \$2.2 billion in 2014 and \$2.5 billion in 2013. Our capital expenditures during 2015 were primarily related to the purchase of B-737-900ER aircraft to replace a portion of our older B-757-200 aircraft, purchases of A330-300 aircraft, advance deposit payments on A321-200 aircraft and seat density projects for our domestic fleet. Our capital expenditures during 2014 and 2013 were primarily for the purchase of aircraft and modifications to upgrade aircraft interiors that enhance our product offering.

We have committed to future aircraft purchases that will require significant capital investment and have obtained long-term financing commitments for a substantial portion of the purchase price of these aircraft. We expect that we will invest approximately \$3 billion in 2016 primarily for (1) aircraft, including deliveries of B-737-900ERs, A321-200s and A330-300s, along with advance deposit payments for these and our new A330-900neo and A350-900 orders and used E190-100 orders, as well as for (2) aircraft modifications, the majority of which relate to increasing the seat density and enhancing the cabins on our domestic fleet. We expect that the 2016 investments will be funded primarily through cash flows from operations.

**Equity Investments** Our equity investments during 2015 were comprised of \$450 million for China Eastern shares and \$50 million for preferred shares in GOL's parent company. For additional information regarding these investments, see Note 3 of the Notes to the Consolidated Financial Statements.

During the December 2015 quarter, we announced a plan to acquire additional capital stock of Grupo Aeroméxico through a cash tender offer. Following the completion of the tender offer, when combined with our existing share ownership, we expect to own up to 49% of Grupo Aeroméxico's outstanding shares. This approximately \$750 million capital investment is subject to regulatory approvals and the tender offer would likely commence in the June 2016 quarter.

### *Financing Activities*

**Debt and Capital Leases** The principal amount of debt and capital leases has declined from \$13.2 billion at the beginning of 2013 to \$8.5 billion at December 31, 2015. Since December 31, 2009, we have reduced our principal amount of debt and capital leases by \$9.8 billion. These debt reductions also serve to reduce our total future interest expense. We have focused on reducing our total debt in recent years as part of our strategy to strengthen our balance sheet. As a result, we received upgrades to our credit rating by all three major rating agencies during 2015, to the following ratings:

Rating Agency	Current Rating	Outlook
Standard & Poor's	BB+	Stable
Moody's	Ba2	Positive
Fitch	BB+	Positive

Continued improvement in our credit ratings to investment grade would likely result in lower costs of borrowing, among other things.

In connection with the retirement and termination of the outstanding loans under our existing \$2.5 billion Senior Secured Credit Financing Facilities (due April 2016 and April 2017), we completed refinancing transactions in August 2015 with new debt consisting of the Senior Secured Credit Facilities (\$2.0 billion) and the 2015-1 EETC (\$500 million). The Senior Secured Credit Facilities consist of a \$1.5 billion Revolving Credit Facility and a \$500 million Term Loan Facility.

## Table of Contents

**Capital Returns to Shareholders** Since 2013, our Board of Directors has implemented three programs to return capital to shareholders through quarterly dividends and share repurchases. Since first implementing our quarterly dividend in 2013, we have increased the dividend per share by 50% annually, and paid \$712 million in total dividends, including \$359 million in 2015. Through dividends and share repurchases, we have returned over \$4 billion to shareholders since 2013, while reducing outstanding shares by approximately 9% compared to the beginning of 2013. During 2015 alone, we repurchased and retired 48.4 million shares at a cost of \$2.2 billion.

(in millions, except dividends per share)	Dividends per Share	Share Repurchase Authorization	Average Repurchase Price	Completion Date	Authorization Remaining
May 2013 Program	\$ 0.060	\$ 500	\$ 28.43	June 30, 2016	Completed June 2014
May 2014 Program	\$ 0.090	\$ 2,000	\$ 42.86	December 31, 2016	Completed June 2015
May 2015 Program	\$ 0.135	\$ 5,000	\$ 45.77	December 31, 2017	\$ 3,950

On February 3, 2016, the Board of Directors declared a \$0.135 per share dividend for shareholders of record as of February 17, 2016.

**Fuel Hedge Restructuring** During 2015, we effectively deferred settlement of a portion of our hedge portfolio until 2016 by entering into fuel derivative transactions that, excluding market movements from the date of inception, would settle and provide approximately \$300 million in cash receipts during the second half of 2015 and require approximately \$300 million in cash payments in 2016. We early terminated certain of these deferral transactions in 2015. As a result, we reported \$429 million in cash receipts and \$71 million in cash payments associated with these deferral transactions.

## Undrawn Lines of Credit

We have \$2.2 billion available in undrawn revolving lines of credit. Our credit facilities have covenants, including minimum collateral coverage ratios. If we are not in compliance with these covenants, we may be required to repay amounts borrowed under the credit facilities or we may not be able to draw on them. We currently have a substantial amount of unencumbered assets available to pledge as collateral.

## Covenants

We were in compliance with the covenants in our financing agreements at December 31, 2015.

## Table of Contents

### Contractual Obligations

The following table summarizes our contractual obligations at December 31, 2015 that we expect will be paid in cash. The table does not include amounts that are contingent on events or other factors that are uncertain or unknown at this time, including legal contingencies, uncertain tax positions and amounts payable under collective bargaining arrangements, among others. In addition, the table does not include expected significant cash payments representing obligations that arise in the ordinary course of business that do not include contractual commitments.

The amounts presented are based on various estimates, including estimates regarding the timing of payments, prevailing interest rates, volumes purchased, the occurrence of certain events and other factors. Accordingly, the actual results may vary materially from the amounts presented in the table.

(in millions)	Contractual Obligations by Year <sup>(1)</sup>						
	2016	2017	2018	2019	2020	Thereafter	Total
Long-term debt (see Note 6)							
Principal amount	\$ 1,442	\$ 869	\$ 2,061	\$ 1,189	\$ 456	\$ 2,081	\$ 8,098
Interest payments	339	294	253	166	110	294	1,456
Capital lease obligations (see Note 7)							
Principal amount	148	94	44	35	26	36	383
Interest payments	35	20	12	6	3	3	79
Operating lease payments (see Note 7)	1,583	1,440	1,307	1,158	1,053	6,220	12,761
Aircraft purchase commitments (see Note 10)	2,140	2,500	2,510	1,500	1,900	3,010	13,560
Contract carrier obligations (see Note 10)	2,160	2,270	2,110	1,960	1,650	2,170	12,320
Employee benefit obligations (see Note 9)	692	632	674	899	755	8,301	11,953
Other obligations	680	330	280	160	70	500	2,020
<b>Total</b>	<b>\$ 9,219</b>	<b>\$ 8,449</b>	<b>\$ 9,251</b>	<b>\$ 7,073</b>	<b>\$ 6,023</b>	<b>\$ 22,615</b>	<b>\$ 62,630</b>

<sup>(1)</sup> For additional information, see the Notes to the Consolidated Financial Statements referenced in the table above.

*Long-Term Debt, Principal Amount* Represents scheduled principal payments on long-term debt.

*Long-Term Debt, Interest Payments* Represents estimated interest payments under our long-term debt based on the interest rates specified in the applicable debt agreements. Interest payments on variable interest rate debt were calculated using London interbank offered rates ("LIBOR") at December 31, 2015.

*Operating Lease Payments* Represents our minimum rental commitments under noncancelable operating leases (including certain aircraft flown by regional carriers).

*Aircraft Purchase Commitments* Represents our commitments to purchase 70 B-737-900ER, 45 A321-200, 25 A330-900neo, 25 A350-900, 19 E190-100, 18 B-787-8 and six A330-300 aircraft. Our purchase commitment for the 18 B-787-8 aircraft provides for certain aircraft substitution rights, including for our current orders of B-737-900ER aircraft.

*Contract Carrier Obligations* Represents our estimated minimum fixed obligations under capacity purchase agreements with third-party regional carriers. The reported amounts are based on (1) the required minimum levels of flying by our contract carriers under the applicable agreements and (2) assumptions regarding the costs associated with such minimum levels of flying.

*Employee Benefit Obligations* Represents primarily (1) our estimated minimum required funding for our qualified defined benefit pension plans based on actuarially determined estimates and (2) projected future benefit payments from our unfunded postretirement and postemployment plans. For additional information about our employee benefit obligations, see "Critical Accounting Policies and Estimates."

*Other Obligations* Represents estimated purchase obligations under which we are required to make minimum payments for goods and services, including, but not limited to, insurance, marketing, maintenance, technology, sponsorships and other third-party services and products.

## Table of Contents

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

Our critical accounting policies and estimates are those that require significant judgments and estimates. Accordingly, the actual results may differ materially from these estimates. For a discussion of these and other accounting policies, see Note 1 of the Notes to the Consolidated Financial Statements.

#### *Frequent Flyer Program*

Our SkyMiles Program offers incentives to travel on Delta. This program allows customers to earn mileage credits by flying on Delta, Delta Connection and airlines that participate in the SkyMiles Program, as well as through participating companies such as credit card companies, hotels and car rental agencies. We sell mileage credits to non-airline businesses, customers and other airlines. Effective January 1, 2015, the SkyMiles program was modified from a model in which customers earn redeemable mileage credits based on distance traveled to a model based on ticket price. This award change did not affect the way we account for the program.

The SkyMiles Program includes two types of transactions that are considered revenue arrangements with multiple deliverables. As discussed below, these are (1) passenger ticket sales earning mileage credits and (2) the sale of mileage credits to participating companies with which we have marketing agreements. Mileage credits are a separate unit of accounting as they can be redeemed by customers in future periods for air travel on Delta and participating airlines, membership in our Sky Club and other program awards.

*Passenger Ticket Sales Earning Mileage Credits* Passenger ticket sales earning mileage credits under our SkyMiles Program provide customers with two deliverables: (1) mileage credits earned and (2) air transportation. We value each deliverable on a standalone basis. Our estimate of the selling price of a mileage credit is based on an analysis of our sales of mileage credits to other airlines and customers, which is re-evaluated at least annually. We use established ticket prices to determine the estimated selling price of air transportation. We allocate the total amount collected from passenger ticket sales between the deliverables based on their relative selling prices.

We defer revenue for the mileage credits related to passenger ticket sales when the credits are earned and recognize it as passenger revenue when miles are redeemed and services are provided. We record the air transportation portion of the passenger ticket sales in air traffic liability and recognize these amounts in passenger revenue when we provide transportation or when the ticket expires unused. A hypothetical 10% increase in our estimate of the standalone selling price of a mileage credit would decrease passenger revenue by approximately \$48 million, as a result of an increase in the amount of revenue deferred from the mileage component of passenger ticket sales.

*Sale of Mileage Credits* Customers may earn mileage credits through participating companies such as credit card companies, hotels and car rental agencies with which we have marketing agreements to sell mileage credits. Our contracts to sell mileage credits under these marketing agreements have multiple deliverables, as defined below.

Our most significant contract to sell mileage credits relates to our co-brand credit card relationship with American Express. In December 2014, we amended our marketing agreements with American Express which increased the value we receive under the agreements and extended the term to 2022. The amended agreements became effective January 1, 2015. The deliverables under the amended agreements are substantially similar to the previous agreement. We account for the amended agreements consistent with the accounting method adopted in September 2013 that allocates the consideration received to the individual products and services delivered based on their relative selling prices (discussed below). The increased value received under the amended agreements increases the amount of deferred revenue for the travel component and increases the value of the other deliverables, which are recognized in other revenue as they are provided.

In September 2013, we modified our marketing agreements with American Express which required us to change the accounting method for recording SkyMiles sold. Under the previous method, the embedded premium or discount was allocated to the residual products or services in a combined transaction. The new method allocates consideration received based on the relative selling price of each product or service. We determined our best estimate of the selling prices by considering discounted cash flow analysis using multiple inputs and assumptions, including: (1) the expected number of miles awarded and number of miles redeemed; (2) the rate at which we sell mileage credits to other airlines; (3) published rates on our website for baggage fees, discounted access to Delta Sky Club lounges and other benefits while traveling on Delta; and (4) brand value. The impact of adopting the relative selling price method re-allocated a portion of the embedded discount to the travel component, lowering the deferral rate we use to record miles sold under the agreements and increasing revenue recognized on the remaining deliverables.

## Table of Contents

We recognize revenue as we deliver each sales element. We defer the travel deliverable (mileage credits) as part of frequent flyer deferred revenue and recognize passenger revenue as the mileage credits are used for travel. The revenue allocated to the remaining deliverables is recorded in other revenue. We recognize the revenue for these services as they are performed.

**Breakage.** For mileage credits that we estimate are not likely to be redeemed ('breakage'), we recognize the associated value proportionally during the period in which the remaining mileage credits are expected to be redeemed. Management uses statistical models to estimate breakage based on historical redemption patterns. A change in assumptions as to the period over which mileage credits are expected to be redeemed, the actual redemption activity for mileage credits or the estimated fair value of mileage credits expected to be redeemed could have a material impact on our revenue in the year in which the change occurs and in future years. At December 31, 2015, the aggregate deferred revenue balance associated with the SkyMiles Program was \$3.9 billion. A hypothetical 1% change in the number of outstanding miles estimated to be redeemed would result in a \$29 million impact on our deferred revenue liability at December 31, 2015.

### *Goodwill and Indefinite-Lived Intangible Assets*

We apply a fair value-based impairment test to the carrying value of goodwill and indefinite-lived intangible assets on an annual basis (as of October 1) and, if certain events or circumstances indicate that an impairment loss may have been incurred, on an interim basis. We assess the value of our goodwill and indefinite-lived assets under either a qualitative or quantitative approach. Under a qualitative approach, we consider various market factors, including the key assumptions listed below. We analyze these factors to determine if events and circumstances have affected the fair value of goodwill and indefinite-lived intangible assets. If we determine that it is more likely than not that the asset may be impaired, we use the quantitative approach to assess the asset's fair value and the amount of the impairment. Under a quantitative approach, we calculate the fair value of the asset using the key assumptions listed below. If the asset's carrying value exceeds its fair value calculated using the quantitative approach, we will record an impairment charge for the difference in fair value and carrying value.

When we evaluate goodwill for impairment using a quantitative approach, we estimate the fair value of the reporting unit by considering both market capitalization and projected discounted future cash flows (an income approach). When we perform a quantitative impairment assessment of our indefinite-lived intangible assets, fair value is estimated based on (1) recent market transactions, where available, (2) the royalty method for the Delta tradename (which assumes hypothetical royalties generated from using our tradename) or (3) projected discounted future cash flows (an income approach).

**Key Assumptions.** The key assumptions in our impairment tests include: (1) forecasted revenues, expenses and cash flows, (2) terminal period revenue growth and cash flows, (3) an estimated weighted average cost of capital, (4) assumed discount rates depending on the asset and (5) a tax rate. These assumptions are consistent with those hypothetical market participants would use. Since we are required to make estimates and assumptions when evaluating goodwill and indefinite-lived intangible assets for impairment, actual transaction amounts may differ materially from these estimates. In addition, we consider the amount by which the intangible assets' fair values exceeded their respective carrying values in the most recent fair value measurements calculated using a quantitative approach.

Changes in certain events and circumstances could result in impairment. Factors which could cause impairment include, but are not limited to, (1) negative trends in our market capitalization, (2) reduced profitability resulting from lower passenger mile yields or higher input costs (primarily related to fuel and employees), (3) lower passenger demand as a result of weakened U.S. and global economies, (4) interruption to our operations due to a prolonged employee strike, terrorist attack, or other reasons, (5) changes to the regulatory environment (e.g., diminished slot restrictions or additional Open Skies agreements), (6) competitive changes by other airlines and (7) strategic changes to our operations leading to diminished utilization of the intangible assets.

We assessed each of the above assumptions in our most recent impairment analyses. The combination of our most recently completed annual results and our projected revenues, expenses and cash flows more than offset any negative events and circumstances. The stabilizing operating environment for U.S. airlines has resulted in annual yields increasing along with load factors, leading to improved financial results.

**Goodwill.** Our goodwill balance, which is related to the airline segment, was \$9.8 billion at December 31, 2015. Based upon our quantitative assessment of all relevant factors, including applicable factors noted in "Key Assumptions" above, we determined that the fair value of goodwill significantly exceeded the carrying value and, therefore, there was no indication that goodwill was impaired.

## Table of Contents

**Identifiable Intangible Assets** Our identifiable intangible assets, which are related to the airline segment, had a net carrying amount of \$4.9 billion at December 31, 2015, of which \$4.7 billion related to indefinite-lived intangible assets. Indefinite-lived assets are not amortized and consist primarily of routes, slots, the Delta tradename and assets related to SkyTeam and collaborative arrangements. Definite-lived assets consist primarily of marketing and maintenance service agreements.

In 2015, we performed quantitative assessments, including applicable factors noted in "Key Assumptions" above, of our indefinite-lived intangible assets (excluding six London-Heathrow slot pairs we acquired for \$276 million during the December 2015 quarter) and determined that there was no indication that the assets were impaired as the fair values ranged from approximately 130% to 280% of the carrying values.

We obtained the Pacific routes and slots asset as part of the acquisition of Northwest Airlines in 2008 and is composed of Pacific route authorities and takeoff and landing rights ("slots") at capacity-constrained airports in Asia, including Tokyo-Narita International Airport ("Narita"). This intangible asset supports Delta's Narita hub activities and is essential to Delta's entire Pacific network. Changes in key inputs and assumptions, including (1) new or enhanced joint ventures or alliances, (2) foreign currency exchange rates, (3) fuel costs, legislative or regulatory changes, including changes in access to Tokyo-Haneda airport and (4) Pacific region profitability, could impact the value of this asset in the future.

## *Long-Lived Assets*

Our flight equipment and other long-lived assets have a recorded value of \$23.0 billion at December 31, 2015. This value is based on various factors, including the assets' estimated useful lives and salvage values. We record impairment losses on flight equipment and other long-lived assets used in operations when events and circumstances indicate the assets may be impaired and the estimated future cash flows generated by those assets are less than their carrying amounts. Factors which could cause impairment include, but are not limited to, (1) a decision to permanently remove flight equipment or other long-lived assets from operations, (2) significant changes in the estimated useful life, (3) significant changes in projected cash flows, (4) permanent and significant declines in fleet fair values and (5) changes to the regulatory environment. For long-lived assets held for sale, we discontinue depreciation and record impairment losses when the carrying amount of these assets is greater than the fair value less the cost to sell.

To determine whether impairments exist for aircraft used in operations, we group assets at the fleet-type level (the lowest level for which there are identifiable cash flows) and then estimate future cash flows based on projections of capacity, passenger mile yield, fuel costs, labor costs and other relevant factors. If an impairment occurs, the impairment loss recognized is the amount by which the fleet's carrying amount exceeds its estimated fair value. We estimate aircraft fair values using published sources, appraisals and bids received from third parties, as available.

## *Income Tax Valuation Allowance*

We periodically assess whether it is more likely than not that we will generate sufficient taxable income to realize our deferred income tax assets. We establish valuation allowances if it is not likely we will realize our deferred income tax assets. In making this determination, we consider all available positive and negative evidence and make certain assumptions. We consider, among other things, projected future taxable income, scheduled reversals of deferred tax liabilities, the overall business environment, our historical financial results and tax planning strategies. In evaluating the likelihood of utilizing our net deferred income tax assets, the significant factors that we consider include (1) our recent history of profitability, (2) growth in the U.S. and global economies, (3) forecast of airline revenue trends, (4) estimate of future fuel prices and (5) future impact of taxable temporary differences.

We recorded a full valuation allowance in 2004 due to our cumulative loss position at that time. During 2013, after considering all positive and negative evidence, we concluded that our deferred income tax assets are more likely than not to be realized. Accordingly, we released substantially all of the valuation allowance against our net deferred income tax assets. We recognized an \$8.0 billion benefit in our provision for income taxes, primarily related to the valuation allowance release.

At the end of 2015 our net deferred tax asset balance was \$5.0 billion, against which we maintained a \$56 million valuation allowance, primarily related to state net operating losses, state credits and unrealized losses on investments, which have limited expiration periods.



## Table of Contents

### *Defined Benefit Pension Plans*

We sponsor defined benefit pension plans for eligible employees and retirees. These plans are closed to new entrants and frozen for future benefit accruals. As of December 31, 2015, the unfunded benefit obligation for these plans recorded on our Consolidated Balance Sheet was \$11.2 billion. During 2015, we contributed \$1.2 billion to these plans and recorded \$240 million of expense in salaries and related costs on our Consolidated Statement of Operations. In 2016, we estimate we will contribute at least \$1.0 billion to these plans, including \$500 million of contributions above the minimum funding requirements, and that our expense will be approximately \$250 million. The most critical assumptions impacting our defined benefit pension plan obligations and expenses are the discount rate, the expected long-term rate of return on plan assets and life expectancy.

**Weighted Average Discount Rate.** We determine our weighted average discount rate on our measurement date primarily by reference to annualized rates earned on high-quality fixed income investments and yield-to-maturity analysis specific to our estimated future benefit payments. We used a weighted average discount rate to value the obligations of 4.57% and 4.14% at December 31, 2015 and 2014, respectively. Our weighted average discount rate for net periodic pension benefit cost in each of the past three years has varied from the rate selected on our measurement date, ranging from 4.10% to 4.99% between 2013 and 2015.

**Expected Long-Term Rate of Return.** Our expected long-term rate of return on plan assets is based primarily on plan-specific investment studies using historical market return and volatility data. Modest excess return expectations versus some public market indices are incorporated into the return projections based on the actively managed structure of the investment programs and their records of achieving such returns historically. We also expect to receive a premium for investing in less liquid private markets. We review our rate of return on plan assets assumptions annually. Our annual investment performance for one particular year does not, by itself, significantly influence our evaluation. The investment strategy for our defined benefit pension plan assets is to earn a long-term return that meets or exceeds our annualized return target while taking an acceptable level of risk and maintaining sufficient liquidity to pay current benefits and other cash obligations of the plan. This is achieved by investing in a globally diversified mix of public and private equity, fixed income, real assets, hedge funds and other assets and instruments. Our expected long-term rate of return on assets for net periodic pension benefit cost for the year ended December 31, 2015 was 9%.

The impact of a 0.50% change in these assumptions is shown in the table below.

Change in Assumption	Effect on 2016 Pension Expense	Effect on Accrued Pension Liability at December 31, 2015
0.50% decrease in weighted average discount rate	-\$1 million	+\$1.3 billion
0.50% increase in weighted average discount rate	-\$2 million	-\$1.2 billion
0.50% decrease in expected long-term rate of return on assets	+\$50 million	—
0.50% increase in expected long-term rate of return on assets	-\$50 million	—

**Life Expectancy.** We have historically utilized the Society of Actuaries' ("SOA") published mortality data in developing a best estimate of life expectancy. During 2014, the SOA published updated mortality tables for U.S. plans and an updated improvement scale, which both reflect improved longevity. Based on an evaluation of these new tables and our perspective of future longevity, we updated the mortality assumptions in 2014 for purposes of measuring pension and other postretirement and postemployment benefit obligations. The improvement in life expectancy increases our benefit obligations and future expense as benefit payments are paid over an extended period of time. In 2015, we reviewed the mortality assumptions and concluded that the assumptions used in 2014 continue to represent our best estimate of long-term life expectancy. We will continue to review our assumptions on an annual basis.

**Funding.** Our funding obligations for qualified defined benefit plans are governed by the Employee Retirement Income Security Act. The Pension Protection Act of 2006 allows commercial airlines to elect alternative funding rules ("Alternative Funding Rules") for defined benefit plans that are frozen. Delta elected the Alternative Funding Rules under which the unfunded liability for a frozen defined benefit plan may be amortized over a fixed 17-year period and is calculated using an 8.85% discount rate. In addition, because of statutory pension funding relief that applies to us, we have until 2031 to fully fund our pension plans.

## Table of Contents

While the Pension Protection Act makes our funding obligations for these plans more predictable, factors outside our control continue to have an impact on the funding requirements. Estimates of future funding requirements are based on various assumptions and can vary materially from actual funding requirements. Assumptions include, among other things, the actual and projected market performance of assets, statutory requirements and demographic data for participants. For additional information, see Note 9 of the Notes to the Consolidated Financial Statements.

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

#### ***Revenue from Contracts with Customers***

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers." Under the new standard, revenue is recognized at the time a good or service is transferred to a customer for the amount of consideration received for that specific good or service. Entities may use a full retrospective approach or report the cumulative effect as of the date of adoption.

In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date," that deferred the effective date by one year to December 15, 2017 for interim and annual reporting periods beginning after that date. The FASB permitted early adoption of the standard, but not before the original effective date of December 15, 2016. We are currently evaluating how the adoption of this standard will impact our Consolidated Financial Statements.

#### ***Presentation of Debt Issuance Costs***

During 2015, the FASB issued ASU Nos. 2015-03 and 2015-15, related to simplifying the presentation of debt issuance costs. These standards amend existing guidance to require the presentation of debt issuance costs in the balance sheet as a deduction from the carrying amount of the related debt liability instead of as a deferred charge. It is effective for annual reporting periods beginning after December 15, 2015, but early adoption is permitted. We early adopted these standards in the December 2015 quarter, which we accounted for as a change in accounting principle and applied the guidance retrospectively. This change results in a reclassification of \$32 million from prepaid expenses and other to current maturities of long-term debt and capital leases and \$84 million from other noncurrent assets to long-term debt and capital leases as of December 31, 2014.

#### ***Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share***

In May 2015, the FASB issued ASU No. 2015-07, "Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)." Under the new standard, investments for which fair value is measured at net asset value per share (or its equivalent) using the practical expedient will no longer be categorized in the fair value hierarchy. It is effective for interim and annual reporting periods beginning after December 15, 2015, but early adoption is permitted. We will adopt this standard effective January 1, 2016. We are currently assessing how the adoption of this standard will impact our Consolidated Financial Statements as our pension plan has a significant number of investments measured at net asset value.

#### ***Balance Sheet Classification of Deferred Taxes***

In November 2015, the FASB issued ASU No. 2015-17, "Balance Sheet Classification of Deferred Taxes." This standard requires that deferred tax liabilities and assets be classified as noncurrent on the balance sheet. It is effective for interim and annual periods beginning after December 15, 2016, but early adoption is permitted. We early adopted this standard in the December 2015 quarter, which we accounted for as a change in accounting principle and applied the guidance retrospectively. This change results in the reclassification of \$3.3 billion from current assets to deferred income taxes, net in other assets on our December 31, 2014 Consolidated Balance Sheet.

#### ***Financial Instruments***

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

## Table of Contents

Our investments in the parent companies of Aeroméxico and GOL are currently accounted for as available-for-sale with changes in fair value recognized in other comprehensive income. At the time of adoption, any amounts in accumulated other comprehensive income/(loss) ("AOCI") related to equity investments would be reclassified to non-operating expense/income. As of December 31, 2015, a net unrealized loss of \$66 million related to these investments was recorded in AOCI on our Consolidated Balance Sheet.

## Table of Contents

### Supplemental Information

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

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

- *MTM adjustments and settlements* MTM adjustments are defined as fair value changes recorded in periods other than the settlement period. Such fair value changes are not necessarily indicative of the actual settlement value of the underlying hedge in the contract settlement period. Settlements represent cash received or paid on hedge contracts settled during the period. These items adjust fuel expense to show the economic impact of hedging, including cash received or paid on hedge contracts during the period. Adjusting for these items allows investors to better understand and analyze our core operational performance in the periods shown.
- *Restructuring and other* Because of the variability in restructuring and other, the adjustment for this item is helpful to investors to analyze our recurring core performance in the periods shown.
- *Loss on extinguishment of debt* We adjusted for loss on extinguishment of debt in 2014 to assist investors with their analysis of our recurring core financial performance.
- *Virgin Atlantic MTM adjustments* We record our proportionate share of earnings from our equity investment in Virgin Atlantic in other expense. We adjust for Virgin Atlantic's MTM adjustments to allow investors to better understand and analyze our core financial performance in the periods shown.

(in millions)	Year Ended December 31,	
	2015	2014
Pre-tax income	\$ 7,157	\$ 1,072
Adjusted for:		
MTM adjustments and settlements	(1,301)	2,346
Restructuring and other	35	716
Loss on extinguishment of debt	—	268
Virgin Atlantic MTM adjustments	(26)	134
Pre-tax income, adjusted for special items	\$ 5,865	\$ 4,536

## Table of Contents

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

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

	Year Ended December 31,	
	2015	2014
CASM	13.33¢	15.92¢
Adjusted for:		
Aircraft fuel and related taxes	(3.07)	(5.64)
Profit sharing	(0.60)	(0.45)
Restructuring and other	(0.01)	(0.30)
Other expenses	(0.48)	(0.37)
CASM-Ex	9.17¢	9.16¢

## Table of Contents

The following table shows a reconciliation of ROIC. We present ROIC as management believes this metric is helpful to investors in assessing our ability to generate returns using its invested capital. ROIC is operating income, adjusted, divided by adjusted average invested capital. We adjust operating income for MTM adjustments and settlements and restructuring and other for the same reasons discussed above for pre-tax income. All adjustments to calculate ROIC are intended to provide a more meaningful comparison of our results to the airline industry and other high-quality industrial companies.

(in millions, except % of return)	Year Ended December 31,	
	2015	2014
Operating income	\$ 7,802	\$ 2,206
Adjusted for:		
MTM adjustments and settlements	(1,301)	2,346
Restructuring and other	35	716
7x annual interest expense included in aircraft rent	172	149
Amortization of retirement actuarial loss	230	112
Operating income, adjusted	\$ 6,938	\$ 5,529
Adjusted book value of equity	\$ 17,564	\$ 18,518
Average adjusted net debt	6,970	8,215
Adjusted average invested capital <sup>(1)</sup>	\$ 24,534	\$ 26,733
ROIC	28.3%	20.7%

<sup>(1)</sup> Adjusted average invested capital represents the sum of the average book value of equity at the end of the last five quarters, adjusted for pension and fuel hedge impacts within other comprehensive income. Average adjusted net debt is calculated using amounts as of the end of the last five quarters.

The following table shows a reconciliation of adjusted net debt. We use adjusted total debt, including aircraft rent, in addition to long-term adjusted debt and capital leases, to present estimated financial obligations. We reduce adjusted debt by cash, cash equivalents and short-term investments and hedge margin receivable, resulting in adjusted net debt, to present the amount of assets needed to satisfy the debt. Management believes this metric is helpful to investors in assessing the company's overall debt profile. Management has reduced adjusted debt by the amount of hedge margin receivable, which reflects cash posted to counterparties, as we believe this removes the impact of current market volatility on our unsettled hedges and is a better representation of the continued progress we have made on our debt initiatives.

(in millions)	December 31, 2015		December 31, 2009	
Debt and capital lease obligations	\$	8,329	\$	17,198
Plus: unamortized discount, net and debt issuance costs		152		1,123
Adjusted debt and capital lease obligations	\$	8,481	\$	18,321
Plus: 7x last twelve months' aircraft rent		1,750		3,360
Adjusted total debt		10,231		21,681
Less: cash, cash equivalents and short-term investments		(3,437)		(4,678)
Less: hedge margin (receivable) payable		(119)		10
Adjusted net debt	\$	6,675	\$	17,013

## Table of Contents

### **Glossary of Defined Terms**

*ASM* - Available Seat Mile A measure of capacity ASMs equal the total number of seats available for transporting passengers during a reporting period multiplied by the total number of miles flown during that period

*CASM* - (Operating) Cost per Available Seat Mile The amount of operating cost incurred per ASM during a reporting period

*CASM-Ex* - The amount of operating cost incurred per ASM during a reporting period adjusted for aircraft fuel and related taxes, profit sharing, restructuring and other and other expenses, including aircraft maintenance and staffing services we provide to third parties, our vacation wholesale operations and refinery cost of sales to third parties

*Passenger Load Factor* - A measure of utilized available seating capacity calculated by dividing RPMs by ASMs for a reporting period

*Passenger Mile Yield or Yield* - The amount of passenger revenue earned per RPM during a reporting period

*PRASM* - Passenger Revenue per ASM The amount of passenger revenue earned per ASM during a reporting period PRASM is also referred to as "unit revenue"

*RPM* - Revenue Passenger Mile One revenue-paying passenger transported one mile RPMs equal the number of revenue passengers during a reporting period multiplied by the number of miles flown by those passengers during that period RPMs are also referred to as "traffic"

## Table of Contents

### ITEM 7A QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have market risk exposure related to aircraft fuel prices, interest rates and foreign currency exchange rates. Market risk is the potential negative impact of adverse changes in these prices or rates on our Consolidated Financial Statements. In an effort to manage our exposure to these risks, we enter into derivative contracts and may adjust our derivative portfolio as market conditions change. We expect adjustments to the fair value of financial instruments to result in ongoing volatility in earnings and stockholders' equity.

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

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

Changes in aircraft fuel prices materially impact our results of operations. We actively manage our fuel price risk through a hedging program intended to reduce the financial impact from changes in the price of jet fuel. We utilize different contract and commodity types in this program and frequently test their economic effectiveness against our financial targets. We closely monitor the hedge portfolio and rebalance the portfolio based on market conditions, which may result in locking in gains or losses on hedge contracts prior to their settlement dates.

Our fuel hedge portfolio consists of options, swaps and futures. The hedge contracts include crude oil, diesel fuel and jet fuel, as these commodities are highly correlated with the price of jet fuel that we consume. Our fuel hedge contracts contain margin funding requirements. The margin funding requirements may cause us to post margin to counterparties or may cause counterparties to post margin to us as market prices in the underlying hedged items change. If fuel prices change significantly from the levels existing at the time we enter into fuel hedge contracts, we may be required to post a significant amount of margin. We may adjust our hedge portfolio from time to time in response to margin posting requirements.

For the year ended December 31, 2015, aircraft fuel and related taxes, including our regional carriers, accounted for \$7.6 billion, or 23.0%, of our total operating expense. We recognized \$741 million of fuel hedge losses during the year ended December 31, 2015, due to unfavorable MTM adjustments.

During the December 2015 quarter, we entered into hedges designed to offset and effectively terminate our existing hedge positions for the March 2016 quarter. In January 2016, we continued this process for substantially all of our positions with contract settlement dates through December 31, 2016. As a result, we have both neutralized our hedge portfolio and locked in cash payments of approximately \$725 million in 2016.

The following table shows the projected cash impact to fuel cost assuming 20% and 40% increases or decreases in fuel prices for the period from February 1, 2016 to December 31, 2016. As a result of effectively terminating our hedge positions as discussed above, the impact of our hedge portfolio due to changes in fuel prices during 2016 is not significant.

(in millions, except for percentages)	(Increase) Decrease <sup>(1)</sup>
+ 40%	\$ (1,630)
+ 20%	(820)
- 20%	820
- 40%	1,630

<sup>(1)</sup> Projections based upon the (increase) decrease to unhedged fuel cost as compared to the jet fuel price per gallon of \$1.01, excluding transportation costs and taxes, at January 31, 2016 and estimated fuel consumption of 3.7 billion gallons for the period from February 1, 2016 to December 31, 2016.



## Table of Contents

### ***Interest Rate Risk***

Our exposure to market risk from adverse changes in interest rates is primarily associated with our long-term debt obligations. Market risk associated with our fixed and variable rate long-term debt relates to the potential reduction in fair value and negative impact to future earnings, respectively, from an increase in interest rates.

At December 31, 2015, we had \$4.0 billion of fixed-rate long-term debt and \$4.1 billion of variable-rate long-term debt. An increase of 100 basis points in average annual interest rates would have decreased the estimated fair value of our fixed-rate long-term debt by \$160 million at December 31, 2015 and would have increased the annual interest expense on our variable-rate long-term debt by \$39 million, exclusive of the impact of our interest rate hedge contract. We have one interest rate hedge contract with a notional value of \$384 million.

### ***Foreign Currency Exchange Risk***

We are subject to foreign currency exchange rate risk because we have revenue and expense denominated in foreign currencies with our primary exposures being the Japanese yen and Canadian dollar. To manage exchange rate risk, we execute both our international revenue and expense transactions in the same foreign currency to the extent practicable. From time to time, we may also enter into foreign currency option and forward contracts. At December 31, 2015, we had open foreign currency forward contracts totaling a \$94 million asset position. We estimate that a 10% depreciation or appreciation in the price of the Japanese yen and Canadian dollar in relation to the U.S. dollar would change the projected cash settlement value of our open hedge contracts by a \$38 million gain or \$46 million loss, respectively, for the year ending December 31, 2016.

## Table of Contents

### ITEM 8 FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

#### INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	<u>Page</u>
<u>Report of Independent Registered Public Accounting Firm</u>	<u>53</u>
<u>Consolidated Balance Sheets - December 31, 2015 and 2014</u>	<u>54</u>
<u>Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013</u>	<u>55</u>
<u>Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2015, 2014 and 2013</u>	<u>56</u>
<u>Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014 and 2013</u>	<u>57</u>
<u>Consolidated Statements of Stockholders' Equity (Deficit) for the years ended December 31, 2015, 2014 and 2013</u>	<u>58</u>
<u>Notes to the Consolidated Financial Statements</u>	<u>59</u>
<u>Note 1 - Summary of Significant Accounting Policies</u>	<u>59</u>
<u>Note 2 - Fair Value Measurements</u>	<u>67</u>
<u>Note 3 - Investments</u>	<u>68</u>
<u>Note 4 - Derivatives and Risk Management</u>	<u>70</u>
<u>Note 5 - Intangible Assets</u>	<u>73</u>
<u>Note 6 - Long-Term Debt</u>	<u>74</u>
<u>Note 7 - Lease Obligations</u>	<u>76</u>
<u>Note 8 - American Express Relationship</u>	<u>78</u>
<u>Note 9 - Employee Benefit Plans</u>	<u>78</u>
<u>Note 10 - Commitments and Contingencies</u>	<u>84</u>
<u>Note 11 - Income Taxes</u>	<u>87</u>
<u>Note 12 - Equity and Equity Compensation</u>	<u>89</u>
<u>Note 13 - Accumulated Other Comprehensive Loss</u>	<u>90</u>
<u>Note 14 - Segments and Geographic Information</u>	<u>90</u>
<u>Note 15 - Restructuring and Other</u>	<u>92</u>
<u>Note 16 - Earnings Per Share</u>	<u>93</u>
<u>Note 17 - Quarterly Financial Data (Unaudited)</u>	<u>94</u>

Table of Contents

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

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

We have audited the accompanying consolidated balance sheets of Delta Air Lines, Inc (the Company) as of December 31, 2015 and 2014 , and the related consolidated statements of operations, comprehensive income (loss), cash flows, and stockholders' equity (deficit) for each of the three years in the period ended December 31, 2015 . These financial statements are the responsibility of the Company's management . Our responsibility is to express an opinion on these financial statements based on our audits .

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States) . Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement . An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements . An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation . We believe that our audits provide a reasonable basis for our opinion .

In our opinion, the financial statements referred to above present fairly in all material respects the consolidated financial position of Delta Air Lines, Inc at December 31, 2015 and 2014 , and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015 , in conformity with U S generally accepted accounting principles .

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) Delta Air Lines, Inc 's internal control over financial reporting as of December 31, 2015 , based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 5, 2016 expressed an unqualified opinion thereon .

Atlanta, Georgia  
February 5, 2016

/s/ Ernst & Young LLP

## Table of Contents

### DELTA AIR LINES, INC Consolidated Balance Sheets

(in millions, except share data)	December 31,	
	2015	2014
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 1,972	\$ 2,088
Short-term investments	1,465	1,217
Accounts receivable, net of an allowance for uncollectible accounts of \$9 and \$11 at December 31, 2015 and 2014 respectively	2,020	2,297
Hedge margin receivable	119	925
Fuel inventory	379	534
Expendable parts and supplies inventories, net of an allowance for obsolescence of \$114 and \$127 at December 31, 2015 and 2014, respectively	318	318
Hedge derivatives asset	1,987	1,078
Prepaid expenses and other	796	701
Total current assets	9,056	9,158
<b>Property and Equipment, Net</b>		
Property and equipment, net of accumulated depreciation and amortization of \$10,871 and \$9,340 at December 31, 2015 and 2014 respectively	23,039	21,929
<b>Other Assets</b>		
Goodwill	9,794	9,794
Identifiable intangibles, net of accumulated amortization of \$811 and \$793 at December 31, 2015 and 2014, respectively	4,861	4,603
Deferred income taxes, net	4,956	7,595
Other noncurrent assets	1,428	926
Total other assets	21,039	22,918
Total assets	\$ 53,134	\$ 54,005
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Current maturities of long-term debt and capital leases	\$ 1,563	\$ 1,184
Air traffic liability	4,503	4,296
Accounts payable	2,743	2,622
Accrued salaries and related benefits	3,195	2,266
Hedge derivatives liability	2,581	2,772
Frequent flyer deferred revenue	1,635	1,580
Other accrued liabilities	1,306	2,127
Total current liabilities	17,526	16,847
<b>Noncurrent Liabilities</b>		
Long-term debt and capital leases	6,766	8,477
Pension, postretirement and related benefits	13,855	15,138
Frequent flyer deferred revenue	2,246	2,602
Other noncurrent liabilities	1,891	2,128
Total noncurrent liabilities	24,758	28,345
<b>Commitments and Contingencies</b>		
<b>Stockholders' Equity</b>		
Common stock at \$0.0001 par value, 1,500,000,000 shares authorized, 799,850,675 and 845,048,310 shares issued at December 31, 2015 and 2014, respectively	—	—
Additional paid-in capital	10,875	12,981
Retained earnings	7,623	3,456
Accumulated other comprehensive loss	(7,275)	(7,311)
Treasury stock, at cost, 21,066,684 and 19,790,077 shares at December 31, 2015 and 2014, respectively	(373)	(313)
Total stockholders' equity	10,850	8,813

Total liabilities and stockholders' equity

\$ 53,134 \$ 54,005

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

# Table of Contents

## DELTA AIR LINES, INC Consolidated Statements of Operations

(in millions, except per share data)	Year Ended December 31,		
	2015	2014	2013
<b>Operating Revenue</b>			
Passenger			
Mainline	\$ 28,898	\$ 28,688	\$ 26,534
Regional carriers	5,884	6,266	6,408
Total passenger revenue	34,782	34,954	32,942
Cargo	813	934	937
Other	5,109	4,474	3,894
Total operating revenue	40,704	40,362	37,773
<b>Operating Expense</b>			
Salaries and related costs	8,776	8,120	7,720
Aircraft fuel and related taxes	6,544	11,668	9,397
Regional carriers expense	4,241	5,237	5,669
Aircraft maintenance materials and outside repairs	1,848	1,828	1,852
Contracted services	1,848	1,749	1,665
Depreciation and amortization	1,835	1,771	1,658
Passenger commissions and other selling expenses	1,672	1,700	1,603
Landing fees and other rents	1,493	1,442	1,410
Profit sharing	1,490	1,085	506
Passenger service	872	810	762
Aircraft rent	250	233	209
Restructuring and other	35	716	402
Other	1,998	1,797	1,520
Total operating expense	32,902	38,156	34,373
<b>Operating Income</b>	7,802	2,206	3,400
<b>Non-Operating Expense</b>			
Interest expense net	(481)	(650)	(852)
Miscellaneous net	(164)	(484)	(21)
Total non-operating expense, net	(645)	(1,134)	(873)
<b>Income Before Income Taxes</b>	7,157	1,072	2,527
<b>Income Tax (Provision) Benefit</b>	(2,631)	(413)	8,013
<b>Net Income</b>	\$ 4,526	\$ 659	\$ 10,540
<b>Basic Earnings Per Share</b>	\$ 5.68	\$ 0.79	\$ 12.41
<b>Diluted Earnings Per Share</b>	\$ 5.63	\$ 0.78	\$ 12.29
<b>Cash Dividends Declared Per Share</b>	\$ 0.45	\$ 0.30	\$ 0.12

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

Table of Contents

**DELTA AIR LINES, INC**  
**Consolidated Statements of Comprehensive Income (Loss)**

(in millions)	Year Ended December 31,		
	2015	2014	2013
<b>Net Income</b>	<b>\$ 4,526</b>	<b>\$ 659</b>	<b>\$ 10,540</b>
Other comprehensive income (loss)			
Net (loss) gain on foreign currency and interest rate derivatives	(82)	3	482
Net change in pension and other benefits	163	(2,194)	2,984
Net (loss) gain on investments	(45)	10	(19)
<b>Total Other Comprehensive Income (Loss)</b>	<b>36</b>	<b>(2,181)</b>	<b>3,447</b>
<b>Comprehensive Income (Loss)</b>	<b>\$ 4,562</b>	<b>\$ (1,522)</b>	<b>\$ 13,987</b>

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

## Table of Contents

### DELTA AIR LINES, INC Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31,		
	2015	2014	2013
<b>Cash Flows From Operating Activities</b>			
Net income	\$ 4,526	\$ 659	\$ 10,540
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	1,835	1,771	1,658
Hedge derivative contracts	(1,366)	2,186	(86)
Deferred income taxes	2,581	414	(7,991)
Pension, postretirement and postemployment payments greater than expense	(1,013)	(723)	(624)
Restructuring and other	35	758	285
Extinguishment of debt	22	268	—
Equity investment (earnings) loss	(35)	106	(24)
SkyMiles used pursuant to advance purchase under American Express Agreements	—	—	(333)
Changes in certain assets and liabilities			
Receivables	(56)	(302)	90
Restricted cash and cash equivalents	7	62	231
Fuel inventory	155	172	(87)
Hedge margin	806	(922)	14
Prepaid expenses and other current assets	(102)	58	28
Air traffic liability	207	174	426
Frequent flyer deferred revenue	(301)	(238)	(121)
Profit sharing	734	264	133
Accounts payable and accrued liabilities	(201)	(36)	80
Other, net	93	276	285
Net cash provided by operating activities	7,927	4,947	4,504
<b>Cash Flows From Investing Activities</b>			
Property and equipment additions			
Flight equipment, including advance payments	(2,223)	(1,662)	(2,117)
Ground property and equipment, including technology	(722)	(587)	(404)
Purchase of equity investments	(500)	—	(360)
Purchase of short-term investments	(998)	(1,795)	(959)
Redemption of short-term investments	739	1,533	1,117
Acquisition of London-Heathrow slots	(276)	—	(47)
Other, net	25	48	14
Net cash used in investing activities	(3,955)	(2,463)	(2,756)
<b>Cash Flows From Financing Activities</b>			
Payments on long-term debt and capital lease obligations	(2,558)	(2,928)	(1,461)
Repurchase of common stock	(2,200)	(1,100)	(250)
Cash dividends	(359)	(251)	(102)
Fuel card obligation	(340)	(41)	147
Payments on hedge derivative contracts	(71)	—	—
Proceeds from hedge derivative contracts	429	—	—
Proceeds from long-term obligations	1,038	1,020	268
Other, net	(27)	60	78
Net cash used in financing activities	(4,088)	(3,240)	(1,320)
<b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	(116)	(756)	428
Cash and cash equivalents at beginning of period	2,088	2,844	2,416
Cash and cash equivalents at end of period	\$ 1,972	\$ 2,088	\$ 2,844
<b>Supplemental Disclosure of Cash Paid for Interest</b>	\$ 452	\$ 560	\$ 698
<b>Non-Cash Transactions</b>			



Flight equipment under capital leases	\$	111	\$	28	\$	67
Build-to-suit leased facilities		5		7		114
American Express advance purchase of restricted SkyMiles		—		—		285

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

# Table of Contents

## DELTA AIR LINES, INC Consolidated Statements of Stockholders' Equity (Deficit)

(in millions, except per share data)	Common Stock		Additional Paid-In Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Treasury Stock		Total
	Shares	Amount				Shares	Amount	
Balance at January 1, 2013	868	\$ —	\$ 14,069	\$ (7,389)	\$ (8,577)	16	\$ (234)	\$ (2,131)
Net income	—	—	—	10,540	—	—	—	10,540
Dividends declared	—	—	—	(102)	—	—	—	(102)
Other comprehensive income	—	—	—	—	3,447	—	—	3,447
Shares of common stock issued and compensation expense associated with equity awards (Treasury shares withheld for payment of taxes, \$14.97 <sup>(1)</sup> per share)	5	—	90	—	—	2	(24)	66
Stock options exercised	6	—	73	—	—	—	—	73
Stock purchased and retired	(10)	—	(250)	—	—	—	—	(250)
Balance at December 31, 2013	869	—	13,982	3,049	(5,130)	18	(258)	11,643
Net income	—	—	—	659	—	—	—	659
Dividends declared	—	—	—	(252)	—	—	—	(252)
Other comprehensive loss	—	—	—	—	(2,181)	—	—	(2,181)
Shares of common stock issued and compensation expense associated with equity awards (Treasury shares withheld for payment of taxes, \$31.46 <sup>(1)</sup> per share)	3	—	81	—	—	2	(55)	26
Stock options exercised	2	—	18	—	—	—	—	18
Stock purchased and retired	(29)	—	(1,100)	—	—	—	—	(1,100)
Balance at December 31, 2014	845	—	12,981	3,456	(7,311)	20	(313)	8,813
Net income	—	—	—	4,526	—	—	—	4,526
Dividends declared	—	—	—	(359)	—	—	—	(359)
Other comprehensive income	—	—	—	—	36	—	—	36
Shares of common stock issued and compensation expense associated with equity awards (Treasury shares withheld for payment of taxes, \$46.83 <sup>(1)</sup> per share)	1	—	76	—	—	1	(60)	16
Stock options exercised	2	—	18	—	—	—	—	18
Stock purchased and retired	(48)	—	(2,200)	—	—	—	—	(2,200)
Balance at December 31, 2015	800	\$ —	\$ 10,875	\$ 7,623	\$ (7,275)	21	\$ (373)	\$ 10,850

<sup>(1)</sup> Weighted average price per share

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

## Table of Contents

### NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

##### *Basis of Presentation*

Delta Air Lines, Inc. a Delaware corporation provides scheduled air transportation for passengers and cargo throughout the United States ("U.S.") and around the world. Our Consolidated Financial Statements include the accounts of Delta Air Lines, Inc. and our wholly-owned subsidiaries and have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP"). We do not consolidate the financial statements of any company in which we have an ownership interest of 50% or less. We are not the primary beneficiary of, nor do we have a controlling financial interest in any variable interest entity. Accordingly, we have not consolidated any variable interest entity.

We have marketing alliances with other airlines to enhance our access to domestic and international markets. These arrangements may include codesharing, reciprocal frequent flyer program benefits, shared or reciprocal access to passenger lounges, joint promotions, common use of airport gates and ticket counters, ticket office co-location and other marketing agreements. We have received antitrust immunity for certain marketing arrangements which enables us to offer a more integrated route network and develop common sales, marketing and discount programs for customers. Some of our marketing arrangements provide for the sharing of revenues and expenses. Revenues and expenses associated with collaborative arrangements are presented on a gross basis in the applicable line items on our Consolidated Statements of Operations.

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.

##### *Use of Estimates*

We are required to make estimates and assumptions when preparing our Consolidated Financial Statements in accordance with GAAP. These estimates and assumptions affect the amounts reported in our Consolidated Financial Statements and the accompanying notes. Actual results could differ materially from those estimates.

##### *Recent Accounting Standards*

###### *Revenue from Contracts with Customers*

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers." Under the new standard, revenue is recognized at the time a good or service is transferred to a customer for the amount of consideration received for that specific good or service. Entities may use a full retrospective approach or report the cumulative effect as of the date of adoption.

In August 2015, the FASB issued ASU No. 2015-14, "Revenue from Contracts with Customers (Topic 606) Deferral of the Effective Date," that deferred the effective date by one year to December 15, 2017 for interim and annual reporting periods beginning after that date. The FASB permitted early adoption of the standard, but not before the original effective date of December 15, 2016. We are currently evaluating how the adoption of this standard will impact our Consolidated Financial Statements.

###### *Presentation of Debt Issuance Costs*

During 2015, the FASB issued ASU Nos. 2015-03 and 2015-15, related to simplifying the presentation of debt issuance costs. These standards amend existing guidance to require the presentation of debt issuance costs in the balance sheet as a deduction from the carrying amount of the related debt liability instead of as a deferred charge. It is effective for annual reporting periods beginning after December 15, 2015, but early adoption is permitted. We early adopted these standards in the December 2015 quarter, which we accounted for as a change in accounting principle and applied the guidance retrospectively. This change results in a reclassification of \$32 million from prepaid expenses and other to current maturities of long-term debt and capital leases and \$84 million from other noncurrent assets to long-term debt and capital leases as of December 31, 2014.

## Table of Contents

### *Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share*

In May 2015, the FASB issued ASU No. 2015-07, "Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)." Under the new standard, investments for which fair value is measured at net asset value per share (or its equivalent) using the practical expedient will no longer be categorized in the fair value hierarchy. It is effective for interim and annual reporting periods beginning after December 15, 2015, but early adoption is permitted. We will adopt this standard effective January 1, 2016. We are currently assessing how the adoption of this standard will impact our Consolidated Financial Statements as our pension plan has a significant number of investments measured at net asset value.

### *Balance Sheet Classification of Deferred Taxes*

In November 2015, the FASB issued ASU No. 2015-17, "Balance Sheet Classification of Deferred Taxes." This standard requires that deferred tax liabilities and assets be classified as noncurrent on the balance sheet. It is effective for interim and annual periods beginning after December 15, 2016, but early adoption is permitted. We early adopted this standard in the December 2015 quarter, which we accounted for as a change in accounting principle and applied the guidance retrospectively. This change results in the reclassification of \$3.3 billion from current assets to deferred income taxes, net in other assets on our December 31, 2014 Consolidated Balance Sheet.

### *Financial Instruments*

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

Our investments in the parent companies of Aeromexico and GOL are currently accounted for as available-for-sale with changes in fair value recognized in other comprehensive income. At the time of adoption, any amounts in accumulated other comprehensive income/(loss) ("AOCI") related to equity investments would be reclassified to non-operating expense/income. As of December 31, 2015, a net unrealized loss of \$66 million related to these investments was recorded in AOCI on our Consolidated Balance Sheet.

### *Cash and Cash Equivalents and Short-Term Investments*

Short-term, highly liquid investments with maturities of three months or less when purchased are classified as cash and cash equivalents. Investments with maturities of greater than three months, but not in excess of one year, when purchased are classified as short-term investments. Investments with maturities beyond one year when purchased may be classified as short-term investments if they are expected to be available to support our short-term liquidity needs. All short-term investments are classified as either available-for-sale or held-to-maturity and realized gains and losses are recorded using the specific identification method.

### *Accounts Receivable*

Accounts receivable primarily consist of amounts due from credit card companies from the sale of passenger airline tickets, customers of our aircraft maintenance and cargo transportation services and other companies for the purchase of mileage credits under our frequent flyer program (the "SkyMiles Program"). We provide an allowance for uncollectible accounts equal to the estimated losses expected to be incurred based on historical chargebacks, write-offs, bankruptcies and other specific analyses. Bad debt expense was not material in any period presented.

### *Inventories*

**Spare Parts** Inventories of expendable parts related to flight equipment, which cannot be economically repaired, reconditioned or reused after removal from the aircraft, are carried at moving average cost and charged to operations as consumed. An allowance for obsolescence is provided over the remaining useful life of the related fleet. We also provide allowances for parts identified as excess or obsolete to reduce the carrying costs to the lower of cost or net realizable value. These parts are assumed to have an estimated residual value of 5% of the original cost.

## Table of Contents

**Refinery** Refined product, feedstock and blendstock inventories, all of which are finished goods, are carried at recoverable cost. We use jet fuel produced by the refinery and procured through the exchange with third parties of gasoline, diesel and other refined products ("non-jet fuel products") the refinery produces in our airline operations. Cost is determined using the first-in, first-out method. Costs include the raw material consumed plus direct manufacturing costs (such as labor, utilities and supplies) as incurred and an applicable portion of manufacturing overhead.

### Accounting for Refinery Related Buy/Sell Agreements

To the extent that we receive jet fuel for non-jet fuel products exchanged under buy/sell agreements, we account for these transactions as nonmonetary exchanges. We have recorded these nonmonetary exchanges at the carrying amount of the non-jet fuel products transferred within aircraft fuel and related taxes on the Consolidated Statements of Operations.

### Derivatives

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

**Not Designated as Accounting Hedges** We do not designate our fuel derivative contracts as accounting hedges. We record changes in the fair value of our fuel hedges in aircraft fuel and related taxes. These changes in fair value include settled gains and losses as well as mark-to-market adjustments ("MTM adjustments"). 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.

**Designated as Cash Flow Hedges** For derivative contracts designated as cash flow hedges (interest rate contracts and foreign currency exchange contracts), the effective portion of the gain or loss on the derivative is reported as a component of AOCI and reclassified into earnings in the same period in which the hedged transaction affects earnings. The effective portion of the derivative represents the change in fair value of the hedge that offsets the change in fair value of the hedged item. To the extent the change in the fair value of the hedge does not perfectly offset the change in the fair value of the hedged item, the ineffective portion of the hedge is immediately recognized in other expense.

**Designated as Fair Value Hedges** For derivative contracts designated as fair value hedges (interest rate contracts), the gain or loss on the derivative is reported in earnings and an equivalent amount is reflected as a change in the carrying value of long-term debt and capital leases, with an offsetting loss or gain recognized in current earnings. We include the gain or loss on the hedged item in the same account as the offsetting loss or gain on the related derivative contract, resulting in no impact to our Consolidated Statements of Operations.

The following table summarizes the risk each type of derivative contract is hedging and the classification of related gains and losses on our Consolidated Statements of Operations.

Derivative Type	Hedged Risk	Classification of Gains and Losses
Fuel hedge contracts	Increases in jet fuel prices	Aircraft fuel and related taxes
Interest rate contracts	Increases in interest rates	Interest expense, net
Foreign currency exchange contracts	Fluctuations in foreign currency exchange rates	Passenger revenue

The following table summarizes the accounting treatment of our derivative contracts.

Accounting Designation	Impact of Unrealized Gains and Losses	
	Effective Portion	Ineffective Portion
Not designated as hedges	Change in fair value of hedge is recorded in earnings	
Designated as cash flow hedges	Market adjustments are recorded in AOCI	Excess, if any, over effective portion of hedge is recorded in other expense
Designated as fair value hedges	Market adjustments are recorded in long-term debt and capital leases	Excess, if any, over effective portion of hedge is recorded in other expense

## Table of Contents

We perform, at least quarterly, an assessment of the effectiveness of our derivative contracts designated as hedges, including assessing the possibility of counterparty default. If we determine that a derivative is no longer expected to be highly effective, we discontinue hedge accounting prospectively and recognize subsequent changes in the fair value of the hedge in earnings. We believe our derivative contracts that continue to be designated as hedges, consisting of interest rate and foreign currency exchange contracts, will continue to be highly effective in offsetting changes in fair value or cash flow, respectively, attributable to the hedged risk.

Cash flows associated with purchasing and settling hedge contracts generally are classified as operating cash flows. However, if a hedge contract includes a significant financing element at inception, cash flows associated with the hedge contract are recorded as financing cash flows.

**Hedge Margin.** In accordance with our fuel, interest rate and foreign currency hedge contracts, we may require counterparties to fund the margin associated with our gain position and/or counterparties may require us to fund the margin associated with our loss position on these contracts. The amount of the margin, if any, is periodically adjusted based on the fair value of the hedge contracts. The margin requirements are intended to mitigate a party's exposure to the risk of contracting party default. We do not offset margin funded to counterparties or margin funded to us by counterparties against fair value amounts recorded for our hedge contracts.

The hedge margin we receive from counterparties is recorded in cash and cash equivalents or prepaid expenses and other, with the offsetting obligation in accounts payable. The hedge margin we provide to counterparties is recorded in hedge margin receivable.

### ***Passenger Tickets***

We record sales of passenger tickets in air traffic liability. Passenger revenue is recognized when we provide transportation or when the ticket expires unused, reducing the related air traffic liability. We periodically evaluate the estimated air traffic liability and record any adjustments in our Consolidated Statements of Operations. These adjustments relate primarily to refunds, exchanges, transactions with other airlines and other items for which final settlement occurs in periods subsequent to the sale of the related tickets at amounts other than the original sales price.

### ***Passenger Taxes and Fees***

We are required to charge certain taxes and fees on our passenger tickets, including U.S. federal transportation taxes, federal security charges, airport passenger facility charges and foreign arrival and departure taxes. These taxes and fees are assessments on the customer for which we act as a collection agent. Because we are not entitled to retain these taxes and fees, we do not include such amounts in passenger revenue. We record a liability when the amounts are collected and reduce the liability when payments are made to the applicable government agency or operating carrier.

### ***Frequent Flyer Program***

Our SkyMiles Program offers incentives to travel on Delta. This program allows customers to earn mileage credits by flying on Delta, Delta Connection and airlines that participate in the SkyMiles Program, as well as through participating companies such as credit card companies, hotels and car rental agencies. We sell mileage credits to non-airline businesses, customers and other airlines. Effective January 1, 2015, the SkyMiles program was modified from a model in which customers earn redeemable mileage credits based on distance traveled to a model based on ticket price. This award change did not affect the way we account for the program.

The SkyMiles Program includes two types of transactions that are considered revenue arrangements with multiple deliverables. As discussed below, these are (1) passenger ticket sales earning mileage credits and (2) the sale of mileage credits to participating companies with which we have marketing agreements. Mileage credits are a separate unit of accounting as they can be redeemed by customers in future periods for air travel on Delta and participating airlines, membership in our Sky Club and other program awards.

**Passenger Ticket Sales Earning Mileage Credits.** Passenger ticket sales earning mileage credits under our SkyMiles Program provide customers with two deliverables: (1) mileage credits earned and (2) air transportation. We value each deliverable on a standalone basis. Our estimate of the selling price of a mileage credit is based on an analysis of our sales of mileage credits to other airlines and customers, which is re-evaluated at least annually. We use established ticket prices to determine the estimated selling price of air transportation. We allocate the total amount collected from passenger ticket sales between the deliverables based on their relative selling prices.

## Table of Contents

We defer revenue for the mileage credits related to passenger ticket sales when the credits are earned and recognize it as passenger revenue when miles are redeemed and services are provided. We record the air transportation portion of the passenger ticket sales in air traffic liability and recognize these amounts in passenger revenue when we provide transportation or when the ticket expires unused.

**Sale of Mileage Credits.** Customers may earn mileage credits through participating companies such as credit card companies, hotels and car rental agencies with which we have marketing agreements to sell mileage credits. Our contracts to sell mileage credits under these marketing agreements have multiple deliverables as defined below.

Our most significant contract to sell mileage credits relates to our co-brand credit card relationship with American Express. Our agreements with American Express provide for joint marketing, grant certain benefits to Delta-American Express co-branded credit card holders ("Cardholders") and American Express Membership Rewards Program participants and allow American Express to market using our customer database. Cardholders earn mileage credits for making purchases using co-branded cards, may check their first bag for free, are granted discounted access to Delta Sky Club lounges and receive other benefits while traveling on Delta. These benefits that we provide in the form of separate products and services under the SkyMiles agreements are referred to as "deliverables." Additionally, participants in the American Express Membership Rewards program may exchange their points for mileage credits under the SkyMiles Program. As a result, we sell mileage credits at agreed-upon rates to American Express for provision to their customers under the co-brand credit card program and the Membership Rewards program.

In December 2014, we amended our marketing agreements with American Express which increased the value we receive under the agreements and extended the term to 2022. The amended agreements became effective January 1, 2015. The deliverables under the amended agreements are substantially similar to the previous agreement. We account for the amended agreements consistent with the accounting method adopted in September 2013 that allocates the consideration received to the individual products and services delivered based on their relative selling prices (discussed below). The increased value received under the amended agreements increases the amount of deferred revenue for the travel component and increases the value of the other deliverables which are recognized in other revenue as they are provided.

In September 2013, we modified our marketing agreements with American Express, which required us to change the accounting method for recording SkyMiles sold. Under the previous method, the embedded premium or discount was allocated to the residual products or services in a combined transaction. The new method allocates consideration received based on the relative selling price of each product or service. We determined our best estimate of the selling prices by considering discounted cash flow analysis using multiple inputs and assumptions, including (1) the expected number of miles awarded and number of miles redeemed, (2) the rate at which we sell mileage credits to other airlines, (3) published rates on our website for baggage fees, discounted access to Delta Sky Club lounges and other benefits while traveling on Delta and (4) brand value. The impact of adopting the relative selling price method re-allocated a portion of the embedded discount to the travel component, lowering the deferral rate we use to record miles sold under the agreements and increasing revenue recognized on the remaining deliverables.

We recognize revenue as we deliver each sales element. We defer the travel deliverable (mileage credits) as part of frequent flyer deferred revenue and recognize passenger revenue as the mileage credits are used for travel. The revenue allocated to the remaining deliverables is recorded in other revenue. We recognize the revenue for these services as they are performed.

**Breakage.** For mileage credits that we estimate are not likely to be redeemed ("breakage"), we recognize the associated value proportionally during the period in which the remaining mileage credits are expected to be redeemed. Management uses statistical models to estimate breakage based on historical redemption patterns. A change in assumptions as to the period over which mileage credits are expected to be redeemed, the actual redemption activity for mileage credits or the estimated fair value of mileage credits expected to be redeemed could have a material impact on our revenue in the year in which the change occurs and in future years.

## Table of Contents

### **Regional Carriers Revenue**

Our regional carriers include both our contract carrier agreements with third-party regional carriers ("contract carriers") and our wholly-owned subsidiary, Endeavor. In May 2013, Endeavor emerged from bankruptcy and we became its sole owner pursuant to a confirmed plan of reorganization.

Our contract carrier agreements are structured as either (1) capacity purchase agreements where we purchase all or a portion of the contract carrier's capacity and are responsible for selling the seat inventory we purchase or (2) revenue proration agreements which are based on a fixed dollar or percentage division of revenues for tickets sold to passengers traveling on connecting flight itineraries. We record revenue related to our contract carriers and Endeavor in regional carriers passenger revenue and the related expenses in regional carriers expense.

### **Cargo Revenue**

Cargo revenue is recognized when we provide the transportation.

### **Other Revenue**

Other revenue is primarily comprised of (1) the non-travel components of the sale of mileage credits discussed above, (2) baggage fee revenue, (3) other miscellaneous service revenue, including ticket change fees, (4) revenue from ancillary businesses, such as the aircraft maintenance and repair and staffing services we provide to third parties and (5) sales of non-jet fuel products to third parties by our oil refinery.

### **Long-Lived Assets**

The following table summarizes our property and equipment:

(in millions, except for estimated useful life)	Estimated Useful Life	December 31,	
		2015	2014
Flight equipment	20-32 years	\$ 26,057	\$ 24,313
Ground property and equipment	3-40 years	5,862	5,198
Flight and ground equipment under capital leases	Shorter of lease term or estimated useful life	1,112	1,141
Advance payments for equipment		879	617
Less accumulated depreciation and amortization <sup>(1)</sup>		(10,871)	(9,340)
Total property and equipment, net		\$ 23,039	\$ 21,929

<sup>(1)</sup> Includes accumulated amortization for flight and ground equipment under capital leases in the amount of \$782 million and \$767 million at December 31, 2015 and 2014, respectively.

We record property and equipment at cost and depreciate or amortize these assets on a straight-line basis to their estimated residual values over their estimated useful lives. The estimated useful life for leasehold improvements is the shorter of lease term or estimated useful life. Depreciation and amortization expense related to our property and equipment was \$1.8 billion, \$1.7 billion and \$1.6 billion for each of the years ended December 31, 2015, 2014 and 2013, respectively. Residual values for owned aircraft, engines, spare parts and simulators are generally 5% to 10% of cost.

We capitalize certain internal and external costs incurred to develop and implement software, and amortize those costs over an estimated useful life of three to seven years. Included in the depreciation and amortization expense discussed above, we recorded \$148 million, \$129 million and \$110 million for amortization of capitalized software for the years ended December 31, 2015, 2014 and 2013, respectively. The net book value of these assets totaled \$420 million and \$411 million at December 31, 2015 and 2014, respectively.

We record impairment losses on flight equipment and other long-lived assets used in operations when events and circumstances indicate the assets may be impaired and the estimated future cash flows generated by those assets are less than their carrying amounts. Factors which could cause impairment include, but are not limited to, (1) a decision to permanently remove flight equipment or other long-lived assets from operations, (2) significant changes in the estimated useful life, (3) significant changes in projected cash flows, (4) permanent and significant declines in fleet fair values and (5) changes to the regulatory environment. For long-lived assets held for sale, we discontinue depreciation and record impairment losses when the carrying amount of these assets is greater than the fair value less the cost to sell.



## Table of Contents

To determine whether impairments exist for aircraft used in operations, we group assets at the fleet-type level (the lowest level for which there are identifiable cash flows) and then estimate future cash flows based on projections of capacity, passenger mile yield, fuel costs, labor costs and other relevant factors. If an impairment occurs, the impairment loss recognized is the amount by which the fleet's carrying amount exceeds its estimated fair value. We estimate aircraft fair values using published sources, appraisals and bids received from third parties, as available.

### *Goodwill and Other Intangible Assets*

Our goodwill and identifiable intangible assets relate to the airline segment. We apply a fair value-based impairment test to the carrying value of goodwill and indefinite-lived intangible assets on an annual basis (as of October 1) and, if certain events or circumstances indicate that an impairment loss may have been incurred, on an interim basis. We assess the value of our goodwill and indefinite-lived assets under either a qualitative or quantitative approach. Under a qualitative approach, we consider various market factors, including the key assumptions listed below. We analyze these factors to determine if events and circumstances have affected the fair value of goodwill and indefinite-lived intangible assets. If we determine that it is more likely than not that the asset may be impaired, we use the quantitative approach to assess the asset's fair value and the amount of the impairment. Under a quantitative approach, we calculate the fair value of the asset using the key assumptions listed below. If the asset's carrying value exceeds its fair value calculated using the quantitative approach, we will record an impairment charge for the difference in fair value and carrying value.

We value goodwill and indefinite-lived intangible assets primarily using market capitalization and income approach valuation techniques. These measurements include the following key assumptions: (1) forecasted revenues, expenses and cash flows, (2) terminal period revenue growth and cash flows, (3) an estimated weighted average cost of capital, (4) assumed discount rates depending on the asset and (5) a tax rate. These assumptions are consistent with those hypothetical market participants would use. Since we are required to make estimates and assumptions when evaluating goodwill and indefinite-lived intangible assets for impairment, actual transaction amounts may differ materially from these estimates.

Changes in certain events and circumstances could result in impairment. Factors which could cause impairment include, but are not limited to, (1) negative trends in our market capitalization, (2) reduced profitability resulting from lower passenger mile yields or higher input costs (primarily related to fuel and employees), (3) lower passenger demand as a result of weakened U.S. and global economies, (4) interruption to our operations due to a prolonged employee strike, terrorist attack, or other reasons, (5) changes to the regulatory environment (e.g., diminished slot restrictions or additional Open Skies agreements), (6) competitive changes by other airlines and (7) strategic changes to our operations leading to diminished utilization of the intangible assets.

**Goodwill** When we evaluate goodwill for impairment using a quantitative approach, we estimate the fair value of the reporting unit by considering both market capitalization and projected discounted future cash flows (an income approach). If the reporting unit's fair value exceeds its carrying value, no further testing is required. If, however, the reporting unit's carrying value exceeds its fair value, we then determine the amount of the impairment charge, if any. We recognize an impairment charge if the carrying value of the reporting unit's goodwill exceeds its estimated fair value.

**Identifiable Intangible Assets** Indefinite-lived assets are not amortized and consist of routes, slots, the Delta tradename and assets related to SkyTeam. Definite-lived intangible assets consist primarily of marketing agreements and are amortized on a straight-line basis or under the undiscounted cash flows method over the estimated economic life of the respective agreements. Costs incurred to renew or extend the term of an intangible asset are expensed as incurred.

We assess our indefinite-lived assets under a qualitative or quantitative approach. We analyze market factors to determine if events and circumstances have affected the fair value of the indefinite-lived intangible assets. If we determine that it is more likely than not that the asset value may be impaired, we use the quantitative approach to assess the asset's fair value and the amount of the impairment. We perform the quantitative impairment test for indefinite-lived intangible assets by comparing the asset's fair value to its carrying value. Fair value is estimated based on (1) recent market transactions, where available, (2) the royalty method for the Delta tradename (which assumes hypothetical royalties generated from using our tradename) or (3) projected discounted future cash flows (an income approach). We recognize an impairment charge if the asset's carrying value exceeds its estimated fair value.

## Table of Contents

### ***Income Taxes***

We account for deferred income taxes under the liability method. We recognize deferred tax assets and liabilities based on the tax effects of temporary differences between the financial statement and tax basis of assets and liabilities, as measured by current enacted tax rates. Deferred tax assets and liabilities are recorded net as noncurrent deferred income taxes. A valuation allowance is recorded to reduce deferred tax assets when necessary.

### ***Manufacturers' Credits***

We periodically receive credits in connection with the acquisition of aircraft and engines. These credits are deferred until the aircraft and engines are delivered, and then applied as a reduction to the cost of the related equipment.

### ***Maintenance Costs***

We record maintenance costs to aircraft maintenance materials and outside repairs. Maintenance costs are expensed as incurred, except for costs incurred under power-by-the-hour contracts, which are expensed based on actual hours flown. Power-by-the-hour contracts transfer certain risk to third-party service providers and fix the amount we pay per flight hour to the service provider in exchange for maintenance and repairs under a predefined maintenance program. Modifications that enhance the operating performance or extend the useful lives of airframes or engines are capitalized and amortized over the remaining estimated useful life of the asset or the remaining lease term, whichever is shorter.

### ***Advertising Costs***

We expense advertising costs in passenger commissions and other selling expenses in the year incurred. Advertising expense was approximately \$225 million for the years ended December 31, 2015, 2014 and 2013, respectively.

### ***Commissions***

Passenger sales commissions are recognized in operating expense when the related revenue is recognized.

## Table of Contents

### NOTE 2 FAIR VALUE MEASUREMENTS

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Fair value is a market-based measurement that is determined based on assumptions that market participants would use in pricing an asset or liability.

- *Level 1* Observable inputs such as quoted prices in active markets
- *Level 2* Inputs, other than quoted prices in active markets, that are observable either directly or indirectly, and
- *Level 3* Unobservable inputs in which there is little or no market data which require the reporting entity to develop its own assumptions

Assets and liabilities measured at fair value are based on the valuation techniques identified in the tables below. The valuation techniques are as follows:

- (a) *Market approach* Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities, and
- (b) *Income approach* Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques, option-pricing and excess earnings models)

#### Assets (Liabilities) Measured at Fair Value on a Recurring Basis <sup>(1)</sup>

(in millions)	December 31, 2015			Valuation Technique
	Total	Level 1	Level 2	
Cash equivalents	\$ 1,543	\$ 1,543	\$ —	(a)
Short-term investments				
U S government and agency securities	151	74	77	(a)
Asset- and mortgage-backed securities	380	—	380	(a)
Corporate obligations	896	—	896	(a)
Other fixed income securities	38	—	38	(a)
Restricted cash equivalents and investments	49	49	—	(a)
Long-term investments	155	130	25	(a)
Hedge derivatives, net				
Fuel hedge contracts	(672)	65	(737)	(a)(b)
Interest rate contract	(3)	—	(3)	(a)(b)
Foreign currency exchange contracts	94	—	94	(a)

(in millions)	December 31, 2014			Valuation Technique
	Total	Level 1	Level 2	
Cash equivalents	\$ 1,612	\$ 1,612	\$ —	(a)
Short-term investments				
U S government securities	59	—	59	(a)
Asset- and mortgage-backed securities	392	—	392	(a)
Corporate obligations	749	—	749	(a)
Other fixed income securities	17	—	17	(a)
Restricted cash equivalents and investments	37	37	—	(a)
Long-term investments	118	90	28	(a)
Hedge derivatives, net				
Fuel hedge contracts	(1,848)	(167)	(1,681)	(a)(b)
Interest rate contract	(7)	—	(7)	(a)(b)
Foreign currency exchange contracts	73	—	73	(a)

<sup>(1)</sup> See Note 9, "Employee Benefit Plans," for fair value of benefit plan assets.

## Table of Contents

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

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

**Long-Term Investments** Our long-term investments that are measured at fair value primarily consist of equity investments in Grupo Aeromexico, the parent company of Aeromexico, and GOL Linhas Aereas Inteligentes, the parent company of VRG Linhas Aereas (operating as GOL). Shares of the parent companies of Aeromexico and GOL are traded on public exchanges and we have valued our investments based on quoted market prices. The investments are classified in other noncurrent assets.

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

Level 1 of the fair value hierarchy.

- Fuel Contracts** Our fuel hedge portfolio consists of options, swaps and futures. The hedge contracts include crude oil, diesel fuel and jet fuel, as these commodities are highly correlated with the price of jet fuel that we consume. Option contracts are valued under an income approach using option pricing models based on data either readily observable in public markets, derived from public markets or provided by counterparties who regularly trade in public markets. Volatilities used in these valuations ranged from 31% to 53% depending on the maturity dates, underlying commodities and strike prices of the option contracts. Swap contracts are valued under an income approach using a discounted cash flow model based on data either readily observable or provided by counterparties who regularly trade in public markets. Discount rates used in these valuations vary with the maturity dates of the respective contracts and are based on the London interbank offered rate ("LIBOR"). Futures contracts and options on futures contracts are traded on a public exchange and valued based on quoted market prices.
- Interest Rate Contract** Our interest rate derivative is a swap contract, which is valued based on data readily observable in public markets.
- Foreign Currency Exchange Contracts** Our foreign currency derivatives consist of Japanese yen and Canadian dollar forward contracts and are valued based on data readily observable in public markets.

## NOTE 3 INVESTMENTS

### Short-Term Investments

The estimated fair values of short-term investments, which approximate cost at December 31, 2015, are shown below by contractual maturity. Actual maturities may differ from contractual maturities because issuers of the securities may have the right to retire our investments without prepayment penalties.

(in millions)	Available- For-Sale
Due in one year or less	\$ 344
Due after one year through three years	905
Due after three years through five years	116
Due after five years	100
Total	\$ 1,465

## Table of Contents

### **Long-Term Investments**

We have developed strategic relationships with certain airlines through equity investments and other forms of cooperation and support. These strategic relationships are important to us as they improve coordination with these airlines and enable our customers to seamlessly reach more destinations.

- **Aeromexico** In order to expand our economic interest in Aeroméxico, we entered into a derivative contract for 58.9 million shares of Aeroméxico's parent company. Through the interest in the derivative, we will participate in the increases and decreases in value of the shares and record those changes in other expense on the Consolidated Statements of Operations. At the maturity date of the derivative contract, we may acquire all or a portion of the shares or settle in cash. If the derivative term is not extended, the derivative will mature in May 2016. We have also announced our intention to commence a tender offer for additional capital stock of Grupo Aeromexico (the parent company of Aeromexico) that would result in us owning up to 49% of the outstanding shares.
- **GOL** During 2015, we acquired preferred shares of GOL's parent company for \$50 million, increasing our ownership to 9.5% of GOL's outstanding capital stock. Additionally, GOL entered into a \$300 million five-year term loan facility with third parties, which we have guaranteed. Our guaranty is primarily secured by GOL's ownership interest in Smiles, GOL's publicly-traded loyalty program. As GOL remains in compliance with the terms of its loan facility, we have not recorded a liability on our Consolidated Balance Sheets as of December 31, 2015. In conjunction with these transactions, we and GOL agreed to extend our existing commercial agreements.

GOL's financial performance is closely linked with the Brazilian economy, which has recently experienced GDP contraction, high inflation and a weakening of the Brazilian Real. These challenges and GOL's recent financial performance have caused the fair value of our investment in GOL's parent company shares to decline to \$21 million with the \$84 million loss recorded in AOCI at December 31, 2015. As GOL's shares have traded below our cost basis for the majority of the last year, we evaluated whether the investment was other-than-temporarily impaired. We considered the recent conditions and outlook for both GOL and the broader Brazilian economy and the nature of our investment in GOL. As a result, we determined that the investment was not impaired as GOL's management is implementing plans to maximize operational and network efficiency and control costs, which we anticipate will improve GOL's financial performance. In addition, similar to our investments in other international airlines, GOL is a strategic investment for Delta, which operates as an extension of our global network. We have the intent and ability to hold our investment in GOL for a period of time sufficient to allow for the recovery of its market value.

- **China Eastern** During 2015, we acquired shares of China Eastern for \$450 million, which provides us with a 3.5% stake in the airline as of December 31, 2015. In conjunction with this transaction, we and China Eastern entered into a new commercial agreement to expand our relationship and better connect the networks of the two airlines. As the investment agreement restricts our sale or transfer of these shares for a period of three years, we will account for the investment at cost during this period. Although China Eastern shares are actively traded on a public exchange, it is not practicable to estimate the fair value of the investment due to the restriction on our ability to sell or transfer the shares.

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

### **Equity Method Investment**

**Virgin Atlantic** In June 2013, we purchased a non-controlling 49% equity stake in Virgin Atlantic Limited, the parent company of Virgin Atlantic Airways, for \$360 million. In addition, effective January 1, 2014, we began an antitrust immunized joint venture with Virgin Atlantic, which allows for joint marketing and sales, coordinated pricing and revenue management, network planning and scheduling and other coordinated activities with respect to operations on routes between North America and the United Kingdom. As a result of this relationship, our customers have increased access and frequencies to London's Heathrow airport from points in the U.S., primarily from our hub at New York's JFK airport.

## Table of Contents

We account for the investment under the equity method of accounting and recognize our portion of Virgin Atlantic's financial results in other expense in our Consolidated Statements of Operations. As part of the equity method of accounting, we allocated the investment in Virgin Atlantic to (1) our portion of their equity, (2) adjustments in the fair market value of assets and liabilities and (3) implied goodwill.

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

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

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

Changes in aircraft fuel prices materially impact our results of operations. We actively manage our fuel price risk through a hedging program intended to reduce the financial impact from changes in the price of jet fuel. We utilize different contract and commodity types in this program and frequently test their economic effectiveness against our financial targets. We closely monitor the hedge portfolio and rebalance the portfolio based on market conditions, which may result in locking in gains or losses on hedge contracts prior to their settlement dates. During the years ended December 31, 2015 and 2014, we recorded fuel hedge losses of \$741 million and \$2.0 billion, respectively.

During 2015, we effectively deferred settlement of a portion of our hedge portfolio until 2016 by entering into fuel derivative transactions that, excluding market movements from the date of inception, would settle and provide approximately \$300 million in cash receipts during the second half of 2015 and require approximately \$300 million in cash payments in 2016. By effectively deferring settlement of a portion of the original derivative transactions, the restructured hedge portfolio provided additional time for the fuel market to stabilize. We early terminated certain of these deferral transactions in 2015. As a result, we reported \$429 million in cash receipts and \$71 million in cash payments associated with these deferral transactions as cash flows from financing activities on our Consolidated Statement of Cash Flows for the year ended December 31, 2015.

Due to the continued volatility in the fuel market, during January and February 2016, we entered into additional deferral transactions to further defer settlement of a portion of our hedge portfolio until 2017. These deferral transactions, excluding market movements from the date of inception, will settle and provide approximately \$300 million in cash receipts during the second half of 2016 and require approximately \$300 million in cash payments in 2017. We will report the cash receipts and cash payments associated with these deferral transactions as cash flows from financing activities on our Consolidated Statements of Cash Flows.

During the December 2015 quarter, we entered into hedges designed to offset and effectively terminate our existing hedge positions for the March 2016 quarter. In January 2016, we continued this process for substantially all of our positions with contract settlement dates through December 31, 2016. As a result, we have both neutralized our hedge portfolio and locked in cash payments of approximately \$725 million in 2016, including the deferral transactions discussed above.

### ***Interest Rate Risk***

Our exposure to market risk from adverse changes in interest rates is primarily associated with our long-term debt obligations. Market risk associated with our fixed and variable rate long-term debt relates to the potential reduction in fair value and negative impact to future earnings, respectively, from an increase in interest rates.

In an effort to manage our exposure to the risk associated with our variable rate long-term debt, we periodically enter into interest rate swaps. We designate interest rate contracts used to convert the interest rate exposure on a portion of our debt portfolio from a floating rate to a fixed rate as cash flow hedges, while those contracts converting our interest rate exposure from a fixed rate to a floating rate are designated as fair value hedges. During 2014, we terminated our remaining interest rate swap agreements designated as cash flow hedges in connection with the extinguishment of the underlying debt.

We also have exposure to market risk from adverse changes in interest rates associated with our cash and cash equivalents and benefit plan obligations. Market risk associated with our cash and cash equivalents relates to the potential decline in interest income from a decrease in interest rates. Pension, postretirement postemployment and worker's compensation obligation risk relates to the potential increase in our future obligations and expenses from a decrease in interest rates used to discount these obligations.

## Table of Contents

### Foreign Currency Exchange Rate Risk

We are subject to foreign currency exchange rate risk because we have revenue and expense denominated in foreign currencies with our primary exposures being the Japanese yen and Canadian dollar. To manage exchange rate risk, we execute both our international revenue and expense transactions in the same foreign currency to the extent practicable. From time to time, we may also enter into foreign currency option and forward contracts. These foreign currency exchange contracts are designated as cash flow hedges.

During 2014, we restructured certain foreign currency exchange contracts by re-hedging exposures at current market levels, resulting in an unrealized gain of \$150 million. The gain on these contracts was recognized during 2015 in accordance with their original contract settlement dates.

#### Hedge Position as of December 31, 2015

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

#### Hedge Position as of December 31, 2014

(in millions)	Volume	Final Maturity Date	Hedge Derivatives Asset	Other Noncurrent Assets	Hedge Derivatives Liability	Other Noncurrent Liabilities	Hedge Derivatives, net
<b>Designated as hedges</b>							
Interest rate contract (fair value hedge)	416 U.S. dollars	August 2022	\$ 5	\$ —	\$ —	(12)	(7)
Foreign currency exchange contracts	77,576 Japanese yen 511 Canadian dollars	October 2017	25	49	(1)	—	73
<b>Not designated as hedges</b>							
Fuel hedge contracts	3,286 gallons - crude oil, diesel and jet fuel	December 2016	1,048	3	(2,771)	(128)	(1,848)
Total derivative contracts			\$ 1,078	\$ 52	\$ (2,772)	\$ (140)	\$ (1,782)

### Offsetting Assets and Liabilities

We have master netting arrangements with all of our counterparties giving us the right of setoff. We have elected not to offset the fair value positions recorded on our Consolidated Balance Sheets. The following table shows the potential net fair value positions had we elected to offset.

(in millions)	Hedge Derivatives Asset	Other Noncurrent Assets	Hedge Derivatives Liability	Other Noncurrent Liabilities	Hedge Derivatives, Net
<b>December 31, 2015</b>					
Net derivative contracts	\$ 143	\$ 21	\$ (737)	\$ (8)	(581)
<b>December 31, 2014</b>					
Net derivative contracts	\$ 29	\$ 49	\$ (1,723)	\$ (137)	(1,782)

## Table of Contents

### **Designated Hedge Gains (Losses)**

Gains (losses) related to our designated hedge contracts during the years ended December 31, 2015, 2014 and 2013 are as follows

(in millions)	Effective Portion Reclassified from AOCI to Earnings			Effective Portion Recognized in Other Comprehensive (Loss) Income		
	2015	2014	2013	2015	2014	2013
Interest rate contracts	\$ —	\$ (31)	\$ —	\$ —	\$ 38	\$ 28
Foreign currency exchange contracts	198	158	135	(130)	(34)	133
Total designated	\$ 198	\$ 127	\$ 135	\$ (130)	\$ 4	\$ 161

As of December 31, 2015, we have recorded \$75 million of net gains on cash flow hedge contracts in AOCI which are scheduled to settle and be reclassified into earnings within the next 12 months

### **Credit Risk**

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

Our hedge contracts contain margin funding requirements. The margin funding requirements may cause us to post margin to counterparties or may cause counterparties to post margin to us as market prices in the underlying hedged items change. Due to the fair value position of our hedge contracts we posted margin of \$119 million and \$925 million as of December 31, 2015 and 2014, respectively

Our accounts receivable are generated largely from the sale of passenger airline tickets and cargo transportation services, the majority of which are processed through major credit card companies. We also have receivables from the sale of mileage credits under our SkyMiles Program to participating airlines and non-airline businesses such as credit card companies, hotels and car rental agencies. The credit risk associated with our receivables is minimal.

### **Self-Insurance Risk**

We self-insure a portion of our losses from claims related to workers' compensation, environmental issues, property damage, medical insurance for employees and general liability. Losses are accrued based on an estimate of the aggregate liability for claims incurred, using independent actuarial reviews based on standard industry practices and our historical experience.



## Table of Contents

### NOTE 5 INTANGIBLE ASSETS

#### *Indefinite-Lived Intangible Assets*

(in millions)	Carrying Value at December 31,	
	2015	2014
International routes and slots	\$ 2,563	\$ 2,287
Delta tradename	850	850
SkyTeam-related assets	661	661
Domestic slots	622	622
Total	\$ 4,696	\$ 4,420

*International Routes and Slots* Our international routes and slots primarily relate to Pacific route authorities and slots at Tokyo-Narita and London-Heathrow airports. During the December 2015 quarter, we acquired six London-Heathrow slot pairs for \$276 million we previously leased from Air France-KLM.

*Domestic Slots* Our domestic slots relate to our slots at New York-LaGuardia and Washington-Reagan National airports.

Changes to our operations could result in an impairment charge or a change from indefinite-lived to definite-lived in the period in which the changes occur or are projected to occur.

#### *Definite-Lived Intangible Assets*

(in millions)	December 31, 2015		December 31, 2014	
	Gross Carrying Value	Accumulated Amortization	Gross Carrying Value	Accumulated Amortization
Marketing agreements	\$ 730	\$ (658)	\$ 730	\$ (648)
Contracts	193	(100)	193	(92)
Other	53	(53)	53	(53)
Total	\$ 976	\$ (811)	\$ 976	\$ (793)

Amortization expense was \$18 million, \$55 million and \$70 million for the years ended December 31, 2015, 2014 and 2013, respectively. We estimate that we will incur approximately \$17 million of amortization expense annually through 2020.

## Table of Contents

### NOTE 6 LONG-TERM DEBT

The following table summarizes our long-term debt

(in millions)	Maturity Dates			Interest Rate(s) Per Annum at December 31, 2015		December 31,	
						2015	2014
Pacific Facilities <sup>(1)</sup>							
Pacific Term Loan B-1 <sup>(2)</sup>	October 2018			3.25%	variable <sup>(4)</sup>	\$ 1,067	\$ 1,078
Pacific Term Loan B-2 <sup>(2)</sup>	April 2016			2.67%	variable <sup>(4)</sup>	388	392
Pacific Revolving Credit Facility	2017 to 2018			undrawn	variable <sup>(4)</sup>	—	—
2015 Credit Facilities <sup>(1)</sup>							
Term Loan Facility <sup>(2)</sup>	August 2022			3.25%	variable <sup>(4)</sup>	499	—
Revolving Credit Facility	August 2020			undrawn	variable <sup>(4)</sup>	—	—
2011 Credit Facilities							
Term Loan Facility	n/a			n/a	n/a	—	1,327
Revolving Credit Facility	n/a			n/a	n/a	—	—
Financing arrangements secured by aircraft							
Certificates <sup>(3)</sup>	2016	to	2027	3.63%	to 9.75%	3,264	3,226
Notes <sup>(3)</sup>	2016	to	2027	0.83%	to 6.76%	2,564	2,988
Other financings <sup>(3)(5)</sup>	2016	to	2031	2.24%	to 8.75%	316	458
Other revolving credit facilities <sup>(1)</sup>	2016	to	2017	undrawn	variable <sup>(4)</sup>	—	—
Total secured and unsecured debt						8,098	9,469
Unamortized discount and debt issue cost net						(152)	(206)
Total debt						7,946	9,263
Less current maturities						(1,415)	(1,075)
Total long-term debt						\$ 6,531	\$ 8,188

<sup>(1)</sup> Guaranteed by substantially all of our domestic subsidiaries (the "Guarantors")

<sup>(2)</sup> Borrowings must be repaid annually in an amount equal to 1% per year of the original principal amount (paid in equal quarterly installments), with the balance due on the final maturity date

<sup>(3)</sup> Due in installments

<sup>(4)</sup> Interest rate equal to LIBOR (generally subject to a floor) or another index rate, in each case plus a specified margin. Additionally, certain aircraft and other financings are comprised of variable rate debt

<sup>(5)</sup> Primarily includes loans secured by certain accounts receivable and real estate

#### 2015 Debt Refinancing Transaction

In connection with the retirement and termination of the outstanding loans under our existing Senior Secured Credit Facilities ("2011 Credit Facilities"), in the September 2015 quarter we issued new debt consisting of the new Senior Secured Credit Facilities ("2015 Credit Facilities"), described below, and the 2015-1 pass through certificates ("2015-1 EETC")

#### 2015 Credit Facilities

During 2015, we entered into the 2015 Credit Facilities to borrow up to \$2.0 billion. The 2015 Credit Facilities consist of a \$1.5 billion first-lien revolving credit facility (the "Revolving Credit Facility") and a \$500 million first-lien term loan facility (the "Term Loan Facility"). These transactions coincided with the retirement of \$1.3 billion from the 2011 Term Loan Facility and \$1.2 billion from the 2011 Revolving Credit Facility.

## Table of Contents

### 2015-1 EETC

The details of the 2015-1 EETC which is secured by 15 aircraft, are shown in the table below

(in millions)	Total Principal	Fixed Interest Rate	Issuance Date	Final Maturity Date
2015-1 Class AA Certificates	\$ 313	3.625%	August 2015	July 2027
2015-1 Class A Certificates	69	3.875%	August 2015	July 2027
2015-1 Class B Certificates	118	4.250%	August 2015	July 2023
Total	\$ 500			

### Key Financial Covenants

**2015 Credit Facilities** Our obligations under the 2015 Credit Facilities are secured by liens on certain of our and the Guarantors' assets, including accounts receivable, aircraft spare engines non-Pacific international routes, domestic slots and certain investment property. These assets also secure \$187 million of certain fuel hedging obligations on a *pari passu* basis (i.e., on equal priority) with the Revolving Credit Facility and the Term Loan Facility. The 2015 Credit Facilities include affirmative, negative and financial covenants that may restrict our ability to, among other things, make investments, sell or otherwise dispose of assets if not in compliance with the collateral coverage ratio tests, pay dividends or repurchase stock. These covenants require us to maintain

Minimum unrestricted liquidity	
Unrestricted cash, permitted investments and undrawn revolving credit facilities	\$2.0 billion
Minimum collateral coverage ratio <sup>(1)</sup>	1.60:1

<sup>(1)</sup> Defined as the ratio of (a) certain of the collateral that meet specified eligibility standards to (b) the sum of the aggregate outstanding obligations under the 2015 Credit Facilities and certain other obligations.

Under the 2015 Credit Facilities, if the Minimum Collateral Coverage Ratio is not maintained, we must either provide additional collateral to secure our obligations, or we must reduce the secured obligations under the facilities by an amount necessary to maintain compliance with the collateral coverage ratio. The 2015 Credit Facilities contain events of default customary for similar financings, including cross-defaults to other material indebtedness and certain change of control events. Upon the occurrence of an event of default, the outstanding obligations under the 2015 Credit Facilities may be accelerated and become due and payable immediately.

**Pacific Facilities** Our obligations under the Pacific Facilities are secured by a first lien on our Pacific route authorities and certain related assets. The Pacific Facilities include affirmative, negative and financial covenants that could restrict our ability to, among other things, make investments, sell or otherwise dispose of collateral if we are not in compliance with the collateral coverage ratio tests described below, pay dividends or repurchase stock.

Minimum fixed charge coverage ratio <sup>(1)</sup>	1.20:1
Minimum unrestricted liquidity	
Unrestricted cash, permitted investments and undrawn revolving credit facilities	\$2.0 billion
Minimum collateral coverage ratio <sup>(2)</sup>	1.60:1

<sup>(1)</sup> Defined as the ratio of (a) earnings before interest, taxes, depreciation, amortization and aircraft rent and other adjustments to net income to (b) the sum of gross cash interest expense (including the interest portion of our capitalized lease obligations) and cash aircraft rent expense for the 12-month period ending as of the last day of each fiscal quarter.

<sup>(2)</sup> Defined as the ratio of (a) certain of the collateral that meet specified eligibility standards to (b) the sum of the aggregate outstanding obligations and certain other obligations.

We were in compliance with the covenants on our financing agreements at December 31, 2015.

## Table of Contents

### Availability Under Revolving Credit Facilities

The table below shows availability under revolving credit facilities, all of which were undrawn, as of December 31, 2015

(in millions)	
Revolving Credit Facility	\$ 1,500
Pacific Revolving Credit Facility	450
Other revolving credit facilities	257
Total availability under revolving credit facilities	\$ 2,207

### Future Maturities

The following table summarizes scheduled maturities of our debt for the years succeeding December 31, 2015

(in millions)	Total Debt	Amortization of Debt Discount and Debt Issue Cost, net	
2016	\$ 1,442	\$ (40)	
2017	869	(39)	
2018	2,061	(35)	
2019	1,189	(22)	
2020	456	(4)	
Thereafter	2,081	(12)	
Total	\$ 8,098	\$ (152)	\$ 7,946

### Fair Value of Debt

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

(in millions)	December 31,	
	2015	2014
Total debt at par value	\$ 8,098	\$ 9,469
Unamortized discount and debt issue cost, net	(152)	(206)
Net carrying amount	\$ 7,946	\$ 9,263
Fair value	\$ 8,400	\$ 9,800

## NOTE 7 LEASE OBLIGATIONS

We lease aircraft, airport terminals, maintenance facilities, ticket offices and other property and equipment from third parties. Rental expense for operating leases, which is recorded on a straight-line basis over the life of the lease term, totaled \$1.2 billion for the years ended December 31, 2015 and 2014 and \$1.1 billion for the year ended December 31, 2013. Amounts due under capital leases are recorded as liabilities, while assets acquired under capital leases are recorded as property and equipment. Amortization of assets recorded under capital leases is included in depreciation and amortization expense. Our airport terminal leases include contingent rents, which vary based upon facility usage, enplanements, aircraft weight and other factors. Many of our aircraft, facility and equipment leases include rental escalation clauses and/or renewal options. Our leases do not include residual value guarantees and we are not the primary beneficiary in or have other forms of variable interest with the lessor of the leased assets. As a result, we have not consolidated any of the entities that lease to us.

## Table of Contents

The following tables summarize our minimum rental commitments under capital leases and noncancelable operating leases (including certain aircraft flown by regional carriers) with initial or remaining terms in excess of one year for the years succeeding December 31, 2015.

### Capital Leases

(in millions)	Total
2016	\$ 183
2017	114
2018	56
2019	41
2020	29
Thereafter	39
Total minimum lease payments	462
Less: amount of lease payments representing interest	(79)
Present value of future minimum capital lease payments	383
Less: current obligations under capital leases	(148)
Long-term capital lease obligations	\$ 235

### Operating Leases

(in millions)	Delta Lease Payments (1)	Contract Carrier Aircraft Lease Payments (2)	Total
2016	\$ 1,258	\$ 325	\$ 1,583
2017	1,105	335	1,440
2018	993	314	1,307
2019	899	259	1,158
2020	814	239	1,053
Thereafter	5,839	381	6,220
Total minimum lease payments	\$ 10,908	\$ 1,853	\$ 12,761

(1) Includes payments accounted for as construction obligations.

(2) Represents the minimum lease obligations under our contract carrier agreements with Compass Airlines, LLC, ExpressJet Airlines, Inc., GoJet Airlines, LLC, Shuttle America Corporation (Shuttle America) and SkyWest Airlines, Inc.

### JFK Construction Obligation

In 2015, we completed our redevelopment project at New York-JFK's Terminal 4 to facilitate convenient connections for our passengers and improve coordination with our SkyTeam alliance partners. Terminal 4 is operated by JFK International Air Terminal LLC ("IAT"), a private party, under its lease with the Port Authority of New York and New Jersey ("Port Authority"). In December 2010, we entered into a 33-year agreement with IAT ("Sublease") to sublease space in Terminal 4. Also, in 2010, the Port Authority issued approximately \$800 million principal amount of special project bonds to fund the majority of the project.

We managed the project and bore the construction risk, including cost overruns. We recorded an asset for project costs (e.g., design, permitting, labor and other general construction costs), regardless of funding source, and a construction obligation equal to project costs funded by parties other than us. Our rental payments reduce the construction obligation and result in the recording of interest expense, calculated using the effective interest method. As of December 31, 2015, we have recorded \$748 million as a fixed asset and a related construction obligation, respectively.

We have an equity-method investment in the entity which owns IAT, our sublessor at Terminal 4. The Sublease requires us to pay certain fixed management fees. We determined the investment is a variable interest entity and assessed whether we have a controlling financial interest in IAT. Our rights under the Sublease, with respect to management of Terminal 4, are consistent with rights granted to an anchor tenant under a standard airport lease. Accordingly, we do not consolidate the entity in which we have an investment in our Consolidated Financial Statements.

## Table of Contents

### **NOTE 8 AMERICAN EXPRESS RELATIONSHIP**

*General* Our agreements with American Express provide for joint marketing, grant certain benefits to Delta-American Express Cardholders and American Express Membership Rewards Program participants and allow American Express to market using our customer database. Cardholders earn mileage credits for making purchases using co-branded cards, may check their first bag for free, are granted access to Delta Sky Club lounges and receive other benefits while traveling on Delta.

During the December 2014 quarter, we amended our agreements with American Express resulting in a modification of the terms of these agreements. The multi-year extended agreements became effective January 1, 2015. Previously, during 2013, we amended our agreements with American Express, which modified the products and services provided under the agreements. The amendments changed certain mileage award redemptions and access to Sky Clubs, among other things. For a description of how these amendments changed our accounting, see Note 1 under Frequent Flyer Program.

*Annual Sale of Unrestricted SkyMiles* In December 2011, we amended our American Express agreements to sell to American Express \$675 million of unrestricted SkyMiles in each of the four years ending December 31, 2014. The December 2011 amendment also extended the period over which Cardholders could check their first bag for free on Delta flights. The SkyMiles purchased pursuant to the December 2011 amendment could have been used immediately by American Express. The usage of these SkyMiles was not restricted in any way. These annual purchases of SkyMiles were recorded as deferred revenue within current liabilities. The portion of each purchase of SkyMiles related to mileage credits redeemable for future travel was classified within frequent flyer deferred revenue and the portion related to the marketing component was classified within other accrued liabilities. The December 2011 amendment did not change the number of miles that we expected American Express to purchase from us over the four-year period; it only impacted the timing of those purchases.

*Fuel Card Obligation* We have a purchasing card with American Express for the purpose of buying jet fuel and crude oil. The card currently carries a maximum credit limit of \$612 million and must be paid monthly. At December 31, 2015 and December 31, 2014, we had \$221 million and \$561 million, respectively, outstanding on this purchasing card, which was classified as a fuel card obligation within other accrued liabilities.

### **NOTE 9 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.

*Defined Benefit Pension Plans* We sponsor defined benefit pension plans for eligible employees and retirees. These plans are closed to new entrants and frozen for future benefit accruals. The Pension Protection Act of 2006 allows commercial airlines to elect alternative funding rules ("Alternative Funding Rules") for defined benefit plans that are frozen. Delta elected the Alternative Funding Rules under which the unfunded liability for a frozen defined benefit plan may be amortized over a fixed 17-year period and is calculated using an 8.85% discount rate. We estimate our funding under these plans will total at least \$1.0 billion in 2016, including \$500 million of contributions above the minimum funding requirements.

*Defined Contribution Pension Plans* Delta sponsors several defined contribution plans. These plans generally cover different employee groups and employer contributions vary by plan. The cost associated with our defined contribution pension plans is shown in the Net Periodic Cost table below.

*Postretirement Healthcare Plans* We sponsor healthcare plans that provide benefits to eligible retirees and their dependents who are under age 65. We have generally eliminated company-paid post age 65 healthcare coverage, except for (1) subsidies available to a limited group of retirees and their dependents and (2) a group of retirees who retired prior to 1987. Benefits under these plans are funded from current assets and employee contributions.

*Postemployment Plans* We provide certain other welfare benefits to eligible former or inactive employees after employment but before retirement, primarily as part of the disability and survivorship plans. Substantially all employees are eligible for benefits under these plans in the event of death and/or disability.

## Table of Contents

### Benefit Obligations, Fair Value of Plan Assets and Funded Status

(in millions)	Pension Benefits		Other Postretirement and Postemployment Benefits	
	December 31,		December 31,	
	2015	2014	2015	2014
Benefit obligation at beginning of period	\$ 21,856	\$ 19,060	\$ 3,487	\$ 3,205
Service cost	—	—	62	52
Interest cost	884	928	141	155
Actuarial (gain) loss	(1,061)	2,923	(88)	338
Benefits paid, including lump sums and annuities	(1,059)	(1,055)	(302)	(307)
Participant contributions	—	—	36	44
Settlements	(9)	—	—	—
Benefit obligation at end of period <sup>(1)</sup>	\$ 20,611	\$ 21,856	\$ 3,336	\$ 3,487
Fair value of plan assets at beginning of period	\$ 9,355	\$ 8,937	\$ 982	\$ 1,043
Actual (loss) gain on plan assets	(132)	556	(25)	57
Employer contributions	1,219	917	210	160
Participant contributions	—	—	36	44
Benefits paid, including lump sums and annuities	(1,059)	(1,055)	(319)	(322)
Settlements	(9)	—	—	—
Fair value of plan assets at end of period	\$ 9,374	\$ 9,355	\$ 884	\$ 982
Funded status at end of period	\$ (11,237)	\$ (12,501)	\$ (2,452)	\$ (2,505)

<sup>(1)</sup> At the end of each year presented our accumulated benefit obligations for our pension plans are equal to the benefit obligations shown above

During 2015, net actuarial gains decreased our benefit obligation by \$1.1 billion. This decrease is primarily due to the increase in discount rates from 2014 to 2015. These gains are recorded in AOCI and reflected in the table below. During 2014, net actuarial losses increased our benefit obligation by \$3.3 billion. The increase in benefit obligation is primarily due to the decrease in discount rates from 2013 to 2014 and changes in life expectancy assumptions. These losses are recorded in AOCI and reflected in the table below. For additional information about life expectancy assumptions, see "Life Expectancy" below.

A net actuarial loss of \$231 million will be amortized from AOCI into net periodic benefit cost in 2016. Amounts are generally amortized from AOCI over the expected future lifetime of plan participants.

### Balance Sheet Position

(in millions)	Pension Benefits		Other Postretirement and Postemployment Benefits	
	December 31,		December 31,	
	2015	2014	2015	2014
Current liabilities	\$ (27)	\$ (28)	\$ (139)	\$ (139)
Noncurrent liabilities	(11,210)	(12,473)	(2,313)	(2,366)
Total liabilities	\$ (11,237)	\$ (12,501)	\$ (2,452)	\$ (2,505)
Net actuarial loss	\$ (8,124)	\$ (8,409)	\$ (458)	\$ (465)
Prior service credit	—	—	109	135
Total accumulated other comprehensive loss, pre-tax	\$ (8,124)	\$ (8,409)	\$ (349)	\$ (330)

## Table of Contents

### Net Periodic Cost

(in millions)	Pension Benefits			Other Postretirement and Postemployment Benefits		
	Year Ended December 31,			Year Ended December 31,		
	2015	2014	2013	2015	2014	2013
Service cost	\$ —	\$ —	\$ —	\$ 62	\$ 52	\$ 49
Interest cost	884	928	861	141	155	143
Expected return on plan assets	(879)	(829)	(734)	(81)	(84)	(84)
Amortization of prior service credit	—	—	—	(26)	(26)	(26)
Recognized net actuarial loss	232	134	221	24	4	25
Settlements	3	—	6	—	—	—
Net periodic cost	\$ 240	\$ 233	\$ 354	\$ 120	\$ 101	\$ 107
Defined contribution plan costs	592	551	490	—	—	—
Total cost	\$ 832	\$ 784	\$ 844	\$ 120	\$ 101	\$ 107

### Assumptions

We used the following actuarial assumptions to determine our benefit obligations and our net periodic cost for the periods presented

Benefit Obligations <sup>(1)(2)</sup>	December 31,	
	2015	2014
Weighted average discount rate	4.57%	4.14%

Net Periodic Cost <sup>(2)</sup>	Year Ended December 31,		
	2015	2014	2013
Weighted average discount rate - pension benefit	4.13%	4.99%	4.10%
Weighted average discount rate - other postretirement benefit <sup>(3)</sup>	4.13%	4.88%	4.00%
Weighted average discount rate - other postemployment benefit	4.13%	5.00%	4.13%
Weighted average expected long-term rate of return on plan assets	8.94%	8.94%	8.94%
Assumed healthcare cost trend rate <sup>(4)</sup>	7.00%	7.00%	7.00%

<sup>(1)</sup> Our 2015 and 2014 benefit obligations are measured using a mortality table projected to 2022

<sup>(2)</sup> Future compensation levels do not impact our frozen defined benefit pension plans or other postretirement plans and impact only a small portion of our other postemployment liability

<sup>(3)</sup> Our assumptions reflect various remeasurements of certain portions of our obligations and represent the weighted average of the assumptions used for each measurement date

<sup>(4)</sup> Assumed healthcare cost trend rate at December 31, 2015 is assumed to decline gradually to 5.00% by 2024 and remain level thereafter

**Healthcare Cost Trend Rate** Assumed healthcare cost trend rates have an effect on the amounts reported for the other postretirement benefit plans. A 1% change in the healthcare cost trend rate used in measuring the accumulated plan benefit obligation for these plans, which provide benefits to eligible retirees and their dependents who are under age 65, at December 31, 2015, would have the following effects

(in millions)	1% Increase	1% Decrease
Increase (decrease) in total service and interest cost	\$ 1	\$ (1)
Increase (decrease) in the accumulated plan benefit obligation	12	(25)



## Table of Contents

**Expected Long-Term Rate of Return** Our expected long-term rate of return on plan assets is based primarily on plan-specific investment studies using historical market return and volatility data. Modest excess return expectations versus some public market indices are incorporated into the return projections based on the actively managed structure of the investment programs and their records of achieving such returns historically. We also expect to receive a premium for investing in less liquid private markets. We review our rate of return on plan assets assumptions annually. Our annual investment performance for one particular year does not, by itself, significantly influence our evaluation. The investment strategy for our defined benefit pension plan assets is to earn a long-term return that meets or exceeds our annualized return target while taking an acceptable level of risk and maintaining sufficient liquidity to pay current benefits and other cash obligations of the plan. This is achieved by investing in a globally diversified mix of public and private equity, fixed income, real assets, hedge funds and other assets and instruments. Our expected long-term rate of return on assets for net periodic pension benefit cost for the year ended December 31, 2015 was 9%.

**Life Expectancy** We have historically utilized the Society of Actuaries' ("SOA") published mortality data in developing a best estimate of life expectancy. During 2014, the SOA published updated mortality tables for U.S. plans and an updated improvement scale, which both reflect improved longevity. Based on an evaluation of these new tables and our perspective of future longevity, we updated the mortality assumptions in 2014 for purposes of measuring pension and other postretirement and postemployment benefit obligations. The improvement in life expectancy increases our benefit obligations and future expense as benefit payments are paid over an extended period of time. In 2015, we reviewed the mortality assumptions and concluded that the assumptions used in 2014 continue to represent our best estimate of long-term life expectancy. We will continue to review our assumptions on an annual basis.

## Benefit Payments

Benefit payments in the table below are based on the same assumptions used to measure the related benefit obligations. Actual benefit payments may vary significantly from these estimates. Benefits earned under our pension plans and certain postemployment benefit plans are expected to be paid from funded benefit plan trusts, while our other postretirement benefits are funded from current assets.

The following table summarizes, the benefit payments that are scheduled to be paid in the years ending December 31.

(in millions)	Pension Benefits	Other Postretirement and Postemployment Benefits
2016	\$ 1,154	\$ 286
2017	1,158	281
2018	1,180	271
2019	1,199	267
2020	1,219	268
2021-2025	6,343	1,335

## Plan Assets

We have adopted and implemented investment policies for our defined benefit pension plans that incorporate strategic asset allocation mixes intended to best meet the plans' long-term obligations while maintaining an appropriate level of risk and liquidity. These asset portfolios employ a diversified mix of investments, which are reviewed periodically. Active management strategies are utilized where feasible in an effort to realize investment returns in excess of market indices. Derivatives in the plans are primarily used to manage risk and gain asset class exposure while still maintaining liquidity. As part of these strategies, the plans are required to hold cash collateral associated with certain derivatives. Our investment strategies target a mix of 40 - 50% growth-seeking assets, 20 - 30% income-generating assets and 25 - 30% risk-diversifying assets. Risk diversifying assets include hedged mandates implementing long-short, market neutral and relative value strategies that invest primarily in publicly-traded equity, fixed income, foreign currency and commodity securities and derivatives and are used to improve the impact of active management on the plans.

## Table of Contents

### Benefit Plan Assets Measured at Fair Value on a Recurring Basis

**Benefit Plan Assets** Benefit plan assets relate to our defined benefit pension plans and certain of our postemployment benefit plans that are funded through trusts. The following table shows our benefit plan assets by asset class. These investments are presented net of the related benefit obligation in pension postretirement and related benefits on the Consolidated Balance Sheets. See Note 2 for a description of the levels within the fair value hierarchy and associated valuation techniques used to measure fair value.

(in millions)	December 31, 2015				December 31, 2014				Valuation Technique
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total	
Equities and equity-related instruments	\$ 2,067	\$ 50	\$ 101	\$ 2,218	\$ 699	\$ 1,486	\$ —	\$ 2,185	(a)
Fixed income and fixed income-related instruments									
Sovereign fixed income	8	78	—	86	—	—	—	—	(a)(b)
Credit-related fixed income	—	761	97	858	—	470	124	594	(a)(b)
Other fixed income	8	143	23	174	18	617	—	635	(a)(b)
Private equity	—	—	1,030	1,030	—	—	1,213	1,213	(a)(b)
Real assets	—	—	635	635	—	—	663	663	(a)(b)
Hedge funds	—	19	2,971	2,990	31	—	2,214	2,245	(a)(b)
Cash equivalents	—	1,700	—	1,700	4	2,428	—	2,432	(a)
Other	—	2	337	339	—	—	384	384	(a)(b)
<b>Total benefit plan assets</b>	<b>\$ 2,083</b>	<b>\$ 2,753</b>	<b>\$ 5,194</b>	<b>\$ 10,030</b>	<b>\$ 752</b>	<b>\$ 5,001</b>	<b>\$ 4,598</b>	<b>\$ 10,351</b>	

**Equities and Equity-Related Instruments** Investments include common stock, commingled funds invested in common stock and equity-related instruments. Common stock is valued at the closing price reported on the active market on which the individual securities are traded. Commingled funds are valued using the net asset value divided by the number of shares outstanding, which is based on quoted market prices of the underlying assets owned by the fund. Equity-related instruments include investments in securities traded on exchanges, including listed futures and options, which are valued at the last reported sale prices on the last business day of the year or, if not available, the last reported bid prices. Over-the-counter securities are valued at the bid prices or the average of the bid and ask prices on the last business day of the year from published sources or, if not available, from other sources considered reliable, generally broker quotes.

**Fixed Income and Fixed Income-Related Instruments** Investments include corporate bonds, government bonds, collateralized mortgage obligations and other asset-backed securities. These investments are generally valued at the bid price or the average of the bid and ask price. Prices are based on pricing models, quoted prices of securities with similar characteristics or broker quotes. Fixed income-related instruments include investments in securities traded on exchanges, including listed futures and options, which are valued at the last reported sale prices on the last business day of the year or, if not available, the last reported bid prices. Over-the-counter securities are valued at the bid prices or the average of the bid and ask prices on the last business day of the year from published sources or, if not available, from other sources considered reliable, generally broker quotes.

**Private Equity and Real Assets** Real assets include real estate, energy, timberland and agriculture. The valuation of private equity and real assets requires significant judgment due to the absence of quoted market prices as well as the inherent lack of liquidity and the long-term nature of these assets. Investments are valued based on valuation models where one or more of the significant inputs into the model cannot be observed and which require the development of assumptions. We also assess the potential for adjustment to the fair value of these investments due to the lag in the availability of data. In these cases, we solicit preliminary valuation updates from the investment managers and use that information and corroborating data from public markets to determine any needed adjustments to estimate fair value.

**Hedge Funds** Our hedge fund investments are primarily made through shares of limited partnerships or similar structures for which a liquid secondary market does not exist. Hedge funds are primarily considered Level 3 assets. Hedge funds are typically valued monthly by third-party administrators that have been appointed by the funds' general partners.

**Cash Equivalents** These investments primarily consist of high-quality, short-term obligations that are a part of institutional money market mutual funds. The funds' market-based net asset value per share is calculated using current market quotations or an appropriate substitute that reflects current market conditions.

## Table of Contents

*Other* Primarily globally-diversified, risk-managed commingled funds consisting mainly of equity, fixed income and commodity exposures

*Changes in Level 3* The following table shows the changes in our benefit plan assets classified in Level 3

(in millions)	Private Equity	Real Estate	Hedge Funds	Fixed Income	Other	Total
Balance at January 1, 2014	\$ 1,366	\$ 688	\$ 552	\$ 59	\$ —	\$ 2,665
Actual return on plan assets						
Related to assets still held at the reporting date	(116)	(39)	167	(17)	(9)	(14)
Related to assets sold during the period	107	37	38	1	—	183
Purchases sales and settlements, net	(144)	(23)	1,457	81	393	1,764
Balance at December 31, 2014	1,213	663	2,214	124	384	4,598
Actual return on plan assets						
Related to assets still held at the reporting date	(148)	(50)	22	(22)	(39)	(237)
Related to assets sold during the period	247	69	33	9	1	359
Purchases, sales and settlements, net	(282)	(47)	702	9	92	474
Balance at December 31, 2015	\$ 1,030	\$ 635	\$ 2,971	\$ 120	\$ 438	\$ 5,194

## Other

We also sponsor defined benefit pension plans for eligible employees in certain foreign countries. These plans did not have a material impact on our Consolidated Financial Statements in any period presented.

## Profit Sharing Program

Our broad-based employee profit sharing program provides that, for each year in which we have an annual pre-tax profit, as defined by the terms of the program, we will pay a specified portion of that profit to employees. In determining the amount of profit sharing, the program defines profit as pre-tax profit adjusted for profit sharing and certain other items. For years prior to 2016, our profit sharing program paid 10% to employees for the first \$2.5 billion of annual profit and 20% of annual profit above \$2.5 billion. For the years ended December 31, 2015, 2014 and 2013, we recorded expenses of \$1.5 billion, \$1.1 billion and \$506 million under the profit sharing program, respectively.

During the September 2015 quarter, we announced certain changes to employee compensation. Beginning with 2016 pre-tax profit (to be paid out in 2017), the profit sharing formula will be adjusted to pay 10% of annual pre-tax profit (as defined by the terms of the program) and, if we exceed our prior-year results, the program will pay 20% of the year-over-year increase in pre-tax profit to eligible employees. The profit sharing program for pilots remains unchanged and will continue in 2016 under its terms.

## Table of Contents

### **NOTE 10 COMMITMENTS AND CONTINGENCIES**

#### ***Aircraft Purchase and Lease Commitments***

At December 31, 2015, future aircraft purchase commitments totaled approximately \$13.6 billion and included 70 B-737-900ER, 45 A321-200, 25 A330-900neo, 25 A350-900, 19 E190-100, 18 B-787-8 and six A330-300 aircraft. We have obtained, but are under no obligation to use, long-term financing commitments for a substantial portion of the purchase price of all of these aircraft, except for the 18 B-787-8 aircraft. Our purchase commitment for the 18 B-787-8 aircraft provides for certain aircraft substitution rights, including for our current orders of B-737-900ER aircraft.

(in millions)	Total
2016	\$ 2,140
2017	2,500
2018	2,510
2019	1,500
2020	1,900
Thereafter	3,010
<b>Total</b>	<b>\$ 13,560</b>

In addition, we have agreements with Southwest Airlines and The Boeing Company to lease one additional B-717-200 aircraft, which will be delivered during the March 2016 quarter and completes the 88 B-717-200 aircraft we agreed to lease.

#### ***Contract Carrier Agreements***

We have contract carrier agreements with regional carriers expiring from 2016 to 2024.

**Capacity Purchase Agreements.** Most of our contract carriers operate for us under capacity purchase agreements. Under these agreements, the contract carriers operate some or all of their aircraft using our flight designator codes, and we control the scheduling, pricing, reservations, ticketing and seat inventories of those aircraft and retain the revenues associated with those flights. We pay those airlines an amount, as defined in the applicable agreement, which is based on a determination of their cost of operating those flights and other factors intended to approximate market rates for those services.

The following table shows our minimum fixed obligations under our existing capacity purchase agreements with third-party regional carriers. The obligations set forth in the table contemplate minimum levels of flying by the contract carriers under the respective agreements and also reflect assumptions regarding certain costs associated with the minimum levels of flying, such as the cost of fuel, labor, maintenance, insurance, catering, property tax and landing fees. Accordingly, our actual payments under these agreements could differ materially from the minimum fixed obligations set forth in the table below.

(in millions)	Amount <sup>(1)</sup>
2016	\$ 2,160
2017	2,270
2018	2,110
2019	1,960
2020	1,650
Thereafter	2,170
<b>Total</b>	<b>\$ 12,320</b>

<sup>(1)</sup> These amounts exclude contract carrier payments accounted for as operating leases of aircraft, which are described in Note 7. The contingencies described below under "Contingencies Related to Termination of Shuttle America Agreements" are also excluded from this table.

**Revenue Proration Agreement.** As of December 31, 2015, a portion of our contract carrier agreement with SkyWest Airlines, Inc. is structured as a revenue proration agreement. This revenue proration agreement establishes a fixed dollar or percentage division of revenues for tickets sold to passengers traveling on connecting flight itineraries.

## Table of Contents

### *Contingencies Related to Termination of Shuttle America Agreements*

We have two capacity purchase agreements with Shuttle America, one that relates to its operation of Embraer 145s and one that relates to its operation of Embraer 170/175 aircraft. The Embraer 145 aircraft were operated by Chautauqua Airlines at December 31, 2014 and assigned with our consent to Shuttle America in January 2015. By providing required advance notice, we may terminate the Embraer 145 agreement and/or the Embraer 170/175 agreement without cause at any time. If we terminate either of the agreements without cause, Shuttle America has the right to (1) assign to us certain leased aircraft that the airline operates for us, provided we are able to continue the leases on the same terms the airline had prior to the assignment and (2) require us to purchase or lease certain of the aircraft the airline owns and operates for us at the time of the termination. If we are required to purchase aircraft owned by Shuttle America, the purchase price would be equal to the amount necessary to (1) reimburse Shuttle America for the equity it provided to purchase the aircraft and (2) repay in full any debt outstanding at such time that is not being assumed in connection with such purchase. If we are required to lease aircraft owned by Shuttle America, the lease would have (1) a rate equal to the aircraft-related debt payments of Shuttle America as if 90% of the aircraft was financed by Shuttle America and (2) other specified terms and conditions. Because these contingencies depend on our termination of the agreements without cause prior to their expiration dates, no obligation exists unless such termination occurs.

We estimate that the total fair values, determined as of December 31, 2015, of the aircraft Shuttle America could assign to us or require that we purchase if we terminate without cause our contract carrier agreements are approximately \$90 million with respect to the Embraer 145 aircraft and \$184 million with respect to the Embraer 170/175 aircraft. The actual amount we may be required to pay in these circumstances may be materially different from these estimates. If Shuttle America exercises this right, we must also pay Shuttle America 10% interest (compounded monthly) on the equity it provided when it purchased the aircraft.

### *Venezuelan Currency Devaluation*

During the December 2015 quarter, we devalued the unrestricted cash held in Venezuela based upon the prevailing market exchange rate of 200 bolivars per U.S. dollar as we will not be able to repatriate those funds at the previous original exchange rate. As a result of the devaluation, we recorded a \$72 million charge in miscellaneous, net within non-operating expense, related to sales in 2013 and 2014. As of December 31, 2015, the remaining balance of Venezuelan bolivars recorded in unrestricted cash on our Consolidated Balance Sheet is de minimis. We now only accept U.S. dollars as payment for tickets on Venezuela flights.

### *Legal Contingencies*

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

### *Credit Card Processing Agreements*

Our VISA/MasterCard and American Express credit card processing agreements provide that no cash reserve ("Reserve") is required, and no withholding of payment related to receivables collected will occur, except in certain circumstances, including when we do not maintain a required level of liquidity as outlined in the merchant processing agreements. In circumstances in which the credit card processor can establish a Reserve or withhold payments, the amount of the Reserve or payments that may be withheld would be equal to the potential liability of the credit card processor for tickets purchased with VISA/MasterCard or American Express credit cards, as applicable, that had not yet been used for travel. We did not have a Reserve or an amount withheld as of December 31, 2015 and 2014.

## Table of Contents

### Other Contingencies

#### General Indemnifications

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

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

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

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

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

#### Employees Under Collective Bargaining Agreements

At December 31, 2015, we had approximately 83,000 full-time equivalent employees. Approximately 18% of these employees were represented by unions. The following table shows our domestic airline employee groups that are represented by unions.

Employee Group	Approximate Number of Active Employees Represented	Union	Date on which Collective Bargaining Agreement Becomes Amendable
Delta Pilots	12,080	ALPA	December 31, 2015 <sup>(1)</sup>
Delta Flight Superintendents (Dispatchers)	400	PAFCA	March 31, 2018
Endeavor Air Pilots	1,360	ALPA	January 1, 2020
Endeavor Air Flight Attendants	895	AFA	December 31, 2018
Endeavor Air Dispatchers	50	DISTWU	December 31, 2018

<sup>(1)</sup> We are in discussions with representatives of the Delta Pilots regarding terms of an amended collective bargaining agreement.

In addition, 209 refinery employees of Monroe are represented by the United Steel Workers under an agreement that expires on February 28, 2019. This agreement is governed by the National Labor Relations Act, which generally allows either party to engage in self-help upon the expiration of the agreement.

#### Other

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

## Table of Contents

### NOTE 11 INCOME TAXES

#### Income Tax (Provision) Benefit

Our income tax (provision) benefit consisted of the following

(in millions)	Year Ended December 31,		
	2015	2014	2013
Current tax (provision) benefit			
Federal	\$ (23)	\$ 21	\$ 24
State and local	(25)	(9)	(3)
International	(2)	(11)	1
Deferred tax (provision) benefit			
Federal	(2,409)	(424)	7 197
State and local	(172)	10	794
Income tax (provision) benefit	\$ (2,631)	\$ (413)	\$ 8,013

The following table presents the principal reasons for the difference between the effective tax rate and the U S federal statutory income tax rate

	Year Ended December 31,		
	2015	2014	2013
U S federal statutory income tax rate	35.0 %	35.0 %	35.0 %
State taxes, net of federal benefit	1.8	2.0	3.0
Decrease in valuation allowance	(0.2)	(2.4)	(367.5)
Income tax allocation	—	—	12.7
Other	0.2	3.9	(0.4)
Effective income tax rate	36.8 %	38.5 %	(317.2)%

#### Deferred Taxes

Deferred income taxes reflect the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting and income tax purposes. The following table shows significant components of our deferred tax assets and liabilities.

(in millions)	December 31,	
	2015	2014
<b>Deferred tax assets</b>		
Net operating loss carryforwards	\$ 3,838	\$ 4,782
Pension, postretirement and other benefits	5,444	6,033
Fuel derivatives MTM adjustments	282	777
AMT credit carryforward	379	357
Deferred revenue	1,522	1,824
Other	1,047	659
Valuation allowance	(56)	(46)
Total deferred tax assets	\$ 12,456	\$ 14,386
<b>Deferred tax liabilities</b>		
Depreciation	\$ 5,490	\$ 4,663
Intangible assets	1,681	1,684
Other	329	444
Total deferred tax liabilities	\$ 7,500	\$ 6,791
Net deferred tax assets	\$ 4,956	\$ 7,595

## Table of Contents

At December 31, 2015, we had \$379 million of federal alternative minimum tax credit carryforwards which do not expire, and \$9.5 billion of federal pre-tax net operating loss carryforwards, which will not begin to expire until 2024.

### Valuation Allowance

We periodically assess whether it is more likely than not that we will generate sufficient taxable income to realize our deferred income tax assets. We establish valuation allowances if it is not likely we will realize our deferred income tax assets. In making this determination, we consider all available positive and negative evidence and make certain assumptions. We consider, among other things, projected future taxable income, scheduled reversals of deferred tax liabilities, the overall business environment, our historical financial results and tax planning strategies. We recorded a full valuation allowance in 2004 due to our cumulative loss position at that time, compounded by the negative industry-wide business trends and outlook.

At December 31, 2013, we released substantially all of the valuation allowance against our net deferred tax assets, resulting in an \$8.3 billion benefit in our provision for income taxes. During 2014 and 2015, we continued our trend of sustained profitability. After considering all available positive and negative evidence, we released additional valuation allowances related to net operating losses and capital loss carryovers in each of those years. As a result, at December 31, 2014 and 2015, we retained valuation allowances of \$46 million and \$56 million, respectively, primarily related to state net operating losses, state credits and unrealized losses on investments which have limited expiration periods.

The following table shows the balance of our valuation allowance and the associated activity:

(in millions)	2015	2014	2013
Valuation allowance at beginning of period	\$ 46	\$ 177	\$ 10,963
Income tax provision	—	(9)	(975)
Other comprehensive income tax benefit (provision)	24	(3)	(1,186)
Expirations	(4)	(91)	—
Release of valuation allowance	(10)	(28)	(8,310)
Other	—	—	(315)
Valuation allowance at end of period	\$ 56	\$ 46	\$ 177

### Income Tax Allocation

We consider all income sources, including other comprehensive income, in determining the amount of tax benefit allocated to continuing operations. At the end of 2013, we released our tax valuation allowance, as discussed above, and settled all of our fuel derivatives designated as accounting hedges. As a result, an income tax benefit of \$1.9 billion related to our valuation allowance release and an income tax expense of \$321 million related to settlement of our fuel derivative was recognized in our Consolidated Statement of Operations for the year ended December 31, 2013. Income tax expense of \$1.9 billion remains in AOCI, primarily related to pension obligations. This tax expense will not be recognized in net income until the pension obligations are fully extinguished.

### Uncertain Tax Positions

The amount of, and changes to, our uncertain tax positions were not material in any of the years presented. The amount of unrecognized tax benefits at December 31, 2015, 2014 and 2013 was \$32 million, \$40 million and \$37 million, respectively. We accrue interest and penalties related to unrecognized tax benefits in interest expense and operating expense, respectively. Interest and penalties are not material in any period presented.

We are currently under audit by the IRS for the 2015, 2014 and 2013 tax years.



## Table of Contents

### **NOTE 12 EQUITY AND EQUITY COMPENSATION**

#### ***Equity***

We are authorized to issue 2.0 billion shares of capital stock, of which up to 1.5 billion may be shares of common stock par value \$0.0001 per share, and up to 500 million may be shares of preferred stock.

***Preferred Stock*** We may issue preferred stock in one or more series. The Board of Directors is authorized (1) to fix the descriptions, powers (including voting powers), preferences, rights, qualifications, limitations and restrictions with respect to any series of preferred stock and (2) to specify the number of shares of any series of preferred stock. We have not issued any preferred stock.

***Treasury Stock*** We generally withhold shares of Delta common stock to cover employees' portion of required tax withholdings when employee equity awards are issued or vest. These shares are valued at cost, which equals the market price of the common stock on the date of issuance or vesting. The weighted average cost of shares held in treasury was \$17.70 and \$15.82 as of December 31, 2015 and 2014, respectively.

#### ***Equity-Based Compensation***

Our broad-based equity and cash compensation plan provides for grants of restricted stock, stock options, performance awards, including cash incentive awards and other equity-based awards (the "2007 Plan"). Shares of common stock issued under the 2007 Plan may be made available from authorized, but unissued common stock or common stock we acquire. If any shares of our common stock are covered by an award that is canceled, forfeited or otherwise terminates without delivery of shares (including shares surrendered or withheld for payment of the exercise price of an award or taxes related to an award), such shares will again be available for issuance under the 2007 Plan. The 2007 Plan authorizes the issuance of up to 157 million shares of common stock. As of December 31, 2015, there were 27 million shares available for future grants.

We make long-term incentive awards annually to eligible employees under the 2007 Plan. Generally, awards vest over time, subject to the employee's continued employment. Equity compensation expense for these awards is recognized in salaries and related costs over the employee's requisite service period (generally, the vesting period of the award) and totaled \$76 million, \$81 million and \$90 million for the years ended December 31, 2015, 2014 and 2013, respectively. We record expense on a straight-line basis for awards with installment vesting. As of December 31, 2015, unrecognized costs related to unvested shares and stock options totaled \$61 million. We expect substantially all unvested awards to vest.

***Restricted Stock*** Restricted stock is common stock that may not be sold or otherwise transferred for a period of time and is subject to forfeiture in certain circumstances. The fair value of restricted stock awards is based on the closing price of the common stock on the grant date. As of December 31, 2015, there were 2.5 million unvested restricted stock awards.

***Stock Options*** Stock options are granted with an exercise price equal to the closing price of Delta common stock on the grant date and generally have a 10-year term. We determine the fair value of stock options at the grant date using an option pricing model. As of December 31, 2015, there were 5.3 million outstanding stock option awards with a weighted average exercise price of \$15.05, and 4.6 million were exercisable.

***Performance Shares*** Performance shares are long-term incentive opportunities, which are payable in common stock and/or cash, and are generally contingent upon our achieving certain financial goals.

***Other*** There was no tax benefit recognized in equity in 2015, 2014 or 2013 related to equity-based compensation as our excess tax benefits have not reduced taxes payable. Therefore, we will not recognize an income tax benefit related to equity compensation until we exhaust our net operating losses.

## Table of Contents

### NOTE 13 ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table shows the components of accumulated other comprehensive loss

(in millions)	Pension and Other Benefits Liabilities <sup>(2)</sup>	Derivative Contracts <sup>(3)</sup>	Investments	Total
Balance at January 1, 2013	\$ (8,307)	\$ (263)	\$ (7)	\$ (8,577)
Changes in value (net of tax effect of \$0)	2,760	296	(19)	3,037
Reclassification into earnings (net of tax effect of \$321) <sup>(1)</sup>	224	186	—	410
Balance at December 31, 2013	(5,323)	219	(26)	(5,130)
Changes in value (net of tax effect of \$1,276)	(2,267)	83	10	(2,174)
Reclassification into earnings (net of tax effect of \$4) <sup>(1)</sup>	73	(80)	—	(7)
Balance at December 31, 2014	(7,517)	222	(16)	(7,311)
Changes in value (net of tax effect of \$41)	10	43	(45)	8
Reclassification into earnings (net of tax effect of \$16) <sup>(1)</sup>	153	(125)	—	28
Balance at December 31, 2015	\$ (7,354)	\$ 140	\$ (61)	\$ (7,275)

<sup>(1)</sup> Amounts reclassified from AOCI for pension and other benefits are recorded in salaries and related costs in the Consolidated Statements of Operations. Amounts reclassified from AOCI for derivative contracts designated as foreign currency cash flow hedges and interest rate cash flow hedges are recorded in passenger revenue and interest expense net, respectively, in the Consolidated Statements of Operations.

<sup>(2)</sup> Includes \$1.9 billion of deferred income tax expense, primarily related to pension obligations that will not be recognized in net income until the pension obligations are fully extinguished.

<sup>(3)</sup> Included \$321 million of deferred income tax expense that remained in AOCI until December 2013 when all amounts in AOCI that related to derivative contracts designated as fuel cash flow hedges were recognized in the Consolidated Statement of Operations.

### NOTE 14 SEGMENTS AND GEOGRAPHIC INFORMATION

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision making group, and is used in resource allocation and performance assessments. Our chief operating decision maker is considered to be our executive leadership team. Our executive leadership team regularly reviews discrete information for our two operating segments, which are determined by the products and services provided: our airline segment and our refinery segment.

#### Airline Segment

Our airline segment is managed as a single business unit that provides scheduled air transportation for passengers and cargo throughout the U.S. and around the world and other ancillary airline services. This allows us to benefit from an integrated revenue pricing and route network. Our flight equipment forms one fleet, which is deployed through a single route scheduling system. When making resource allocation decisions, our chief operating decision maker evaluates flight profitability data, which considers aircraft type and route economics, but gives no weight to the financial impact of the resource allocation decision on an individual carrier basis. Our objective in making resource allocation decisions is to optimize our consolidated financial results.

#### Refinery Segment

In June 2012, our wholly-owned subsidiaries Monroe Energy, LLC, and MIPC, LLC (collectively "Monroe") acquired the Trainer oil refinery and related assets located near Philadelphia, Pennsylvania for \$180 million as part of our strategy to mitigate the cost of the refining margin reflected in the price of jet fuel. The acquisition included pipelines and terminal assets that allow the refinery to supply jet fuel to our airline operations throughout the Northeastern U.S., including our New York hubs at LaGuardia and JFK. Monroe received a \$30 million grant from the Commonwealth of Pennsylvania.

We accounted for the refinery acquisition as a business combination. The refinery, pipelines and terminal assets acquired were recorded at \$180 million in property and equipment, net based on their respective fair values on the closing date of the transaction.

## Table of Contents

Our refinery segment operates for the benefit of the airline segment by providing jet fuel to the airline segment from its own production and through jet fuel obtained through agreements with third parties. The refinery's production consists of jet fuel as well as non-jet fuel products. We use several counterparties to exchange the non-jet fuel products produced by the refinery for jet fuel consumed in our airline operations. The gross fair value of the products exchanged under these agreements during the years ended December 31, 2015, 2014 and 2013 was \$3.1 billion, \$5.1 billion and \$5.4 billion, respectively.

### Segment Reporting

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

(in millions)	Airline	Refinery	Intersegment Sales/Other	Consolidated
<b>Year Ended December 31, 2015</b>				
Operating revenue	\$ 40,398	\$ 4,741		\$ 40,704
Sales to airline segment			\$ (990) <sup>(1)</sup>	
Exchanged products			(3,108) <sup>(2)</sup>	
Sales of refined products to third parties			(337) <sup>(3)</sup>	
Operating income <sup>(4)</sup>	7,512	290		7,802
Interest expense, net	481	—		481
Depreciation and amortization	1,805	30		1,835
Total assets, end of period	51,785	1,349		53,134
Capital expenditures	2,853	92		2,945
<b>Year Ended December 31, 2014</b>				
Operating revenue	\$ 40,217	\$ 6,959		\$ 40,362
Sales to airline segment			\$ (1,313) <sup>(1)</sup>	
Exchanged products			(5,104) <sup>(2)</sup>	
Sales of refined products to third parties			(397) <sup>(3)</sup>	
Operating income <sup>(4)</sup>	2,110	96		2,206
Interest expense, net	650	—		650
Depreciation and amortization	1,745	26		1,771
Total assets, end of period	52,896	1,109		54,005
Capital expenditures	2,184	65		2,249
<b>Year Ended December 31, 2013</b>				
Operating revenue	\$ 37,773	\$ 7,003		\$ 37,773
Sales to airline segment			\$ (1,156) <sup>(1)</sup>	
Exchanged products			(5,352) <sup>(2)</sup>	
Sales of refined products to third parties			(495) <sup>(3)</sup>	
Operating income (loss) <sup>(4)</sup>	3,516	(116)		3,400
Interest expense, net	852	—		852
Depreciation and amortization	1,641	17		1,658
Total assets, end of period	50,932	1,172		52,104
Capital expenditures	2,516	52		2,568

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

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

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

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

## Table of Contents

### Geographic Information

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. The majority of the revenues of the refinery, consisting of fuel sales to the airline, have been eliminated in the Consolidated Financial Statements. The remaining operating revenue for the refinery segment is included in the domestic region.

Our operating revenue by geographic region (as defined by the DOT) is summarized in the following table:

(in millions)	Year Ended December 31,		
	2015	2014	2013
Domestic	\$ 27,884	\$ 26,898	\$ 24,857
Atlantic	6,505	6,757	6,446
Pacific	3,503	3,948	4,086
Latin America	2,812	2,759	2,384
Total	\$ 40,704	\$ 40,362	\$ 37,773

Our tangible assets consist primarily of flight equipment, which is mobile across geographic markets. Accordingly, assets are not allocated to specific geographic regions.

### NOTE 15 RESTRUCTURING AND OTHER

The following table shows amounts recorded in restructuring and other on our Consolidated Statements of Operations:

(in millions)	Year Ended December 31,		
	2015	2014	2013
Fleet and other	\$ 35	\$ 758	\$ 402
Severance and related costs	—	71	—
Settlements	—	(113)	—
Total restructuring and other	\$ 35	\$ 716	\$ 402

**Fleet and Other** We continue to restructure our domestic fleet by replacing a portion of our 50-seat regional fleet with more efficient and customer preferred CRJ-900 and B-717-200 aircraft and replacing older, less cost effective B-757-200 aircraft with B-737-900ER aircraft. The restructuring charges recorded during 2015 include remaining lease payments and lease return costs for permanently grounded aircraft. In previous years, the restructuring charges also included impairments, the acceleration of aircraft depreciation and related equipment disposals.

During 2014, we decided to retire our fleet of 16 B-747-400 aircraft over the next three years. As part of the accelerated retirement, we recorded an impairment charge for the owned and capital leased aircraft. This impairment charge was calculated using Level 3 fair value inputs based primarily upon recent market transactions and existing market conditions. Also, we recorded a lease restructuring charge for the three B-747-400 aircraft under operating leases that were retired during 2014.

**Severance and Related Costs** During 2015, we announced a voluntary retirement program for eligible U.S. employees and an involuntary merit restructuring initiative. We recognized a \$51 million charge in salaries and related costs in our Consolidated Statement of Operations in connection with these programs. During 2014, we announced a voluntary retirement program for eligible U.S. employees. We recorded a \$71 million charge in restructuring and other in our Consolidated Statement of Operations in connection with this program and other programs related to our Pacific strategy.

**Settlements** During 2014, we settled outstanding litigation resulting in a favorable settlement of \$67 million and received an unrelated insurance settlement of \$46 million.

## Table of Contents

The following table shows the balances and activity for restructuring charges

(in millions)	Severance and Related Costs			Lease Restructuring		
	2015	2014	2013	2015	2014	2013
Liability at beginning of period	\$ 42	\$ —	\$ 49	\$ 462	\$ 168	\$ 77
Additional costs and expenses	51	71	—	41	349	114
Payments	(41)	(29)	(46)	(86)	(55)	(18)
Other	—	—	(3)	(2)	—	(5)
Liability at end of period	\$ 52	\$ 42	\$ —	\$ 415	\$ 462	\$ 168

## NOTE 16 EARNINGS PER SHARE

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

(in millions, except per share data)	Year Ended December 31,		
	2015	2014	2013
Net income	\$ 4,526	\$ 659	\$ 10,540
Basic weighted average shares outstanding	797	836	849
Dilutive effect of share-based awards	7	9	9
Diluted weighted average shares outstanding	804	845	858
Basic earnings per share	\$ 5.68	\$ 0.79	\$ 12.41
Diluted earnings per share	\$ 5.63	\$ 0.78	\$ 12.29

## Table of Contents

### NOTE 17 QUARTERLY FINANCIAL DATA (UNAUDITED)

The following table summarizes our unaudited results of operations on a quarterly basis. The quarterly earnings (loss) per share amounts for a year will not add to the earnings per share for that year due to the weighting of shares used in calculating per share data.

(in millions, except per share data)	Three Months Ended,			
	March 31	June 30	September 30	December 31
<b>2015</b>				
Operating revenue	\$ 9,388	\$ 10,707	\$ 11,107	\$ 9,502
Operating income	1,398	2,474	2,213	1,717
Net income	746	1,485	1,315	980
Basic earnings per share	\$ 0.91	\$ 1.85	\$ 1.67	\$ 1.26
Diluted earnings per share	\$ 0.90	\$ 1.83	\$ 1.65	\$ 1.25
<b>2014</b>				
Operating revenue	\$ 8,916	\$ 10,621	\$ 11,178	\$ 9,647
Operating income (loss)	620	1,579	835	(828)
Net income (loss)	213	801	357	(712)
Basic earnings (loss) per share	\$ 0.25	\$ 0.95	\$ 0.43	\$ (0.86)
Diluted earnings (loss) per share	\$ 0.25	\$ 0.94	\$ 0.42	\$ (0.86)

### Special Items

(in millions)	Three Months Ended,			
	March 31	June 30	September 30	December 31
<b>2015</b>				
MTM adjustments and settlements	\$ 589	\$ 720	\$ (99)	\$ 91
Restructuring and other	(10)	(25)	—	—
Virgin Atlantic MTM adjustments	13	31	(13)	(5)
Total income (loss)	\$ 592	\$ 726	\$ (112)	\$ 86
<b>2014</b>				
MTM adjustments and settlements	\$ (34)	\$ 1	\$ (347)	\$ (1,966)
Restructuring and other	(49)	(30)	(570)	(67)
Loss on extinguishment of debt	(18)	(111)	(134)	(5)
Virgin Atlantic MTM adjustments	(8)	—	(7)	(119)
Total loss	\$ (109)	\$ (140)	\$ (1,058)	\$ (2,157)

## Table of Contents

### **ITEM 9 CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None

### **ITEM 9A CONTROLS AND PROCEDURES**

#### **Disclosure 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 record, process, summarize and report within time periods specified by the SEC's rules and forms, information required to be disclosed. Our management, including our Chief Executive Officer and Chief Financial Officer, concluded that the controls and procedures were effective as of December 31, 2015 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.

#### **Changes in Internal Control**

During the three months ended December 31, 2015, 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.

#### **Management's Annual Report on Internal Control Over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies may deteriorate.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2015 using the criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in the 2013 Internal Control-Integrated Framework. Based on that evaluation, management believes that our internal control over financial reporting was effective as of December 31, 2015.

The effectiveness of our internal control over financial reporting as of December 31, 2015 has been audited by Ernst & Young LLP, an independent registered public accounting firm, which also audited our Consolidated Financial Statements for the year ended December 31, 2015. Ernst & Young LLP's report on our internal control over financial reporting is set forth below.

## Table of Contents

### **REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON INTERNAL CONTROL OVER FINANCIAL REPORTING**

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

We have audited Delta Air Lines, Inc.'s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Delta Air Lines, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company, (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company, and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Delta Air Lines, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Delta Air Lines, Inc. as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income (loss), cash flows and stockholders' equity (deficit) for each of the three years in the period ended December 31, 2015 and our report dated February 5, 2016 expressed an unqualified opinion thereon.

Atlanta, Georgia  
February 5, 2016

/s/ Ernst & Young LLP



Table of Contents

**ITEM 9B OTHER INFORMATION**

None

**PART III**

**ITEM 10 DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE OF THE REGISTRANT**

Information required by this item is set forth under the headings "Governance Matters," "Proposal 1 - Election of Directors - Certain Information About Nominees" and "Other Matters - Section 16 Beneficial Ownership Reporting Compliance" in our Proxy Statement to be filed with the Commission related to our 2016 Annual Meeting of Stockholders ("Proxy Statement") and is incorporated by reference. Pursuant to instruction 3 to paragraph (b) of Item 401 of Regulation S-K, certain information regarding executive officers is contained in Part I of this Form 10-K.

**ITEM 11 EXECUTIVE COMPENSATION**

Information required by this item is set forth under the headings "Governance Matters - Compensation Committee Interlocks and Insider Participation," "Executive Compensation" and "Director Compensation" in our Proxy Statement and is incorporated by reference.

**ITEM 12 SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

**Securities Authorized for Issuance Under Equity Compensation Plans**

The following table provides information about the number of shares of common stock that may be issued under Delta's equity compensation plans as of December 31, 2015.

Plan Category	(a) No. of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights <sup>(1)</sup>	(b) Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights <sup>(2)</sup>	(c) No. of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) <sup>(3)</sup>
Equity compensation plans approved by securities holders	6,559,843	\$ 12.09	26,839,417
Equity compensation plans not approved by securities holders	—	—	—
Total	6,559,843	\$ 12.09	26,839,417

<sup>(1)</sup> Includes a maximum of 1,293,023 shares of common stock that may be issued upon the achievement of certain performance conditions under outstanding performance share awards as of December 31, 2015.

<sup>(2)</sup> Includes performance share awards which do not have exercise prices. The weighted average exercise price of options is \$15.05.

<sup>(3)</sup> Reflects shares remaining available for issuance under Delta's 2007 Performance Compensation Plan. If any shares of our common stock are covered by an award under the 2007 Plan that is canceled, forfeited or otherwise terminates without delivery of shares (including shares surrendered or withheld for payment of the exercise price of an award or taxes related to an award), then such shares will again be available for issuance under the 2007 Plan except for (i) any shares tendered in payment of an option, (ii) shares withheld to satisfy any tax withholding obligation with respect to the exercise of an option or stock appreciation right ("SAR"), or (iii) shares covered by a stock-settled SAR or other awards that were not issued upon the settlement of the award. Because 2,489,492 shares of restricted stock remain unvested and subject to forfeiture, these shares could again be available for issuance.

Other information required by this item is set forth under the heading "Beneficial Ownership of Securities" in our Proxy Statement and is incorporated by reference.

**ITEM 13 CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

Information required by this item is set forth under the headings "Governance Matters," "Executive Compensation - Post-Employment Compensation - Other Benefits - Pre-Existing Medical Benefits Agreement with Northwest" and "Proposal 1 - Election of Directors" in our Proxy Statement and is incorporated by reference.

Table of Contents

**ITEM 14 PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Information required by this item is set forth under the heading "Proposal 3 - Ratification of the Appointment of Independent Auditors" in our Proxy Statement and is incorporated by reference

**PART IV**

**ITEM 15 EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

- (a) (1) The following is an index of the financial statements required by this item that are included in this Form 10-K

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets— December 31 2015 and 2014

Consolidated Statements of Operations for the years ended December 31, 2015 , 2014 and 2013

Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2015 , 2014 and 2013

Consolidated Statements of Cash Flows for the years ended December 31 2015 , 2014 and 2013

Consolidated Statements of Stockholders' Equity (Deficit) for the years ended December 31, 2015 , 2014 and 2013

Notes to the Consolidated Financial Statements

- (2) The schedule required by this item is included in Notes 11 and 15 to the Consolidated Financial Statements. All other financial statement schedules are not required or are inapplicable and therefore have been omitted.

- (3) The exhibits required by this item are listed in the Exhibit Index to this Form 10-K. The management contracts and compensatory plans or arrangements required to be filed as an exhibit to this Form 10-K are listed as Exhibits 10.10(a) through 10.26 in the Exhibit Index.

Table of Contents

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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 on the 5th day of February 2016

DELTA AIR LINES, INC

By /s/ Richard H Anderson

Richard H Anderson

Chief Executive Officer

## Table of Contents

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on the 5th day of February 2016 by the following persons on behalf of the registrant and in the capacities indicated

<u>Signature</u>	<u>Title</u>
<u>/s/ Richard H Anderson</u> Richard H Anderson	Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Paul A Jacobson</u> Paul A Jacobson	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Craig M Meynard</u> Craig M Meynard	Vice President and Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Edward H Bastian</u> Edward H Bastian	President and Director
<u>/s/ Francis S Blake</u> Francis S Blake	Director
<u>/s/ Roy J Bostock</u> Roy J Bostock	Director
<u>/s/ John S Brinzo</u> John S Brinzo	Director
<u>/s/ Daniel A Carp</u> Daniel A Carp	Chairman of the Board
<u>/s/ David G DeWalt</u> David G DeWalt	Director
<u>/s/ Thomas E Donilon</u> Thomas E Donilon	Director
<u>/s/ William H Easter III</u> William H Easter III	Director
<u>/s/ Mickey P Foret</u> Mickey P Foret	Director
<u>/s/ Shirley C Franklin</u> Shirley C Franklin	Director
<u>/s/ David R Goode</u> David R Goode	Director
<u>/s/ George N Mattson</u> George N Mattson	Director
<u>/s/ Douglas R Ralph</u> Douglas R Ralph	Director
<u>/s/ Sergio A L Rial</u> Sergio A L Rial	Director
<u>/s/ Kathy N Waller</u> Kathy N Waller	Director
<u>/s/ Kenneth B Woodrow</u> Kenneth B Woodrow	Director

## Table of Contents

### EXHIBIT INDEX

*Note to Exhibits* Any representations and warranties of a party set forth in any agreement (including all exhibits and schedules thereto) filed with this Annual Report on Form 10-K have been made solely for the benefit of the other party to the agreement. Some of those representations and warranties were made only as of the date of the agreement or such other date as specified in the agreement, may be subject to a contractual standard of materiality different from what may be viewed as material to stockholders, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. Such agreements are included with this filing only to provide investors with information regarding the terms of the agreements and not to provide investors with any other factual or disclosure information regarding the registrant or its business.

- 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 By-Laws (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on June 27, 2014) \*

*Delta is not filing any instruments evidencing any indebtedness because the total amount of securities authorized under any single such instrument does not exceed 10% of the total assets of Delta and its subsidiaries on a consolidated basis. Copies of such instruments will be furnished to the Securities and Exchange Commission upon request.*

- 10.1 Credit and Guaranty Agreement, dated as of August 24, 2015, among Delta Air Lines, Inc., as Borrower, the subsidiaries of the Borrower named as Guarantors, each of the several Lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent for the Lenders, Barclays Bank PLC, Bank of America, N.A., Wells Fargo Bank, N.A. and U.S. Bank National Association, as Co-Syndication Agents, BBVA Compass and Fifth Third Bank, as Co-Documentation Agents, J.P. Morgan Securities LLC, Barclays Bank PLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, BNP Paribas Securities Corp., Citigroup Global Markets Inc., BBVA Compass, Credit Agricole Corporate and Investment Bank, Credit Suisse AG, Cayman Islands Branch, Deutsche Bank Securities Inc., Fifth Third Bank, Goldman Sachs Lending Partners LLC, Morgan Stanley Senior Funding, Inc., Wells Fargo Securities, LLC, Natixis, New York Branch, U.S. Bank National Association and UBS Securities LLC, as Revolving Facility Joint Lead Arrangers and Revolving Facility Joint Bookrunners and Barclays Bank PLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, BNP Paribas Securities Corp., Citigroup Global Markets Inc., BBVA Compass, Credit Agricole Corporate and Investment Bank, Credit Suisse AG, Cayman Islands Branch, Deutsche Bank Securities Inc., Fifth Third Bank, Goldman Sachs Lending Partners LLC, Wells Fargo Securities, LLC and U.S. Bank National Association, as Term Loan Joint Lead Arrangers and Term Loan Joint Bookrunners (Filed as Exhibit 10.1 to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015) \*
- 10.2 Credit and Guaranty Agreement, dated as of October 18, 2012, among Delta Air Lines, Inc., as Borrower, the subsidiaries of the Borrower named as Guarantors, each of the several Lenders party thereto, Barclays Bank PLC, as administrative agent, Wilmington Trust, National Association, as Collateral Trustee, Deutsche Bank Securities Inc. and UBS Securities LLC, as Co-Syndication Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., as co-documentation agents, Barclays Bank PLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., Deutsche Bank Securities Inc. and UBS Securities LLC, as joint lead arrangers and Barclays Bank PLC, BNP Paribas Securities Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Goldman Sachs Bank USA, J.P. Morgan Securities LLC, Morgan Stanley Senior Funding, Inc. and UBS Securities LLC, as joint bookrunners (Filed as Exhibit 10.2 to Delta's Annual Report on Form 10-K for the year ended December 31, 2012) \*
- 10.3 Transaction Framework Agreement among Delta, Delta Master Executive Council, Northwest Master Executive Council and Air Line Pilots Association International dated as of June 26, 2008 (Filed as Exhibit 10 to Delta's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008) \*
- 10.4 Letter Agreement, dated April 14, 2008, by and among Delta Air Lines, Inc., the Master Executive Council of Delta, and Air Line Pilots Association, International dated April 14, 2008 (Filed as Exhibit 10.2 to Delta's Quarterly Report on Form 10-Q for the quarter ended March 31, 2008) \*

## Table of Contents

- 10 5 Anchor Tenant Agreement dated as of December 9, 2010 between JFK International Air Terminal LLC and Delta Air Lines, Inc (Filed as Exhibit 10 4 to Delta's Annual Report on Form 10-K for the year ended December 31, 2010) \*
- 10 6(a) Supplemental Agreement No 13 to Purchase Agreement Number 2022 dated August 24, 2011 between The Boeing Company and Delta relating to Boeing Model 737NG Aircraft (' Supplemental Agreement 13' ) (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011) \*/\*\*
- 10 6(b) Supplemental Agreement No 17 to Purchase Agreement Number 2022, dated December 16, 2015, between The Boeing Company and Delta relating to Boeing Model 737NG Aircraft ("Supplemental Agreement 17") \*\*
- 10 7(a) Letter Agreements, dated August 24, 2011, relating to Supplemental Agreement 13 (Filed as Exhibit 10 2 to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011) \*/\*\*
- 10 7(b) Letter Agreements, dated December 16 2015, relating to Supplemental Agreement 17 \*\*
- 10 8(a) Aircraft General Terms Agreement, dated October 21, 1997 between Boeing and Delta (Filed as Exhibit 10 6 to Delta's Quarterly Report on Form 10-Q for the quarter ended December 31 1997) \*/\*\*
- 10 8(b) Letter Agreement dated August 24, 2011, relating to Revisions to Aircraft General Terms Agreement dated October 21, 1997 and Supplemental Agreement 13 (Filed as Exhibit 10 3(b) to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011) \*/\*\*
- 10 8(c) Letter Agreement dated December 16, 2015, relating to Revisions to Aircraft General Terms Agreement dated October 21, 1997 and Supplemental Agreement 17 \*\*
- 10 9 Airbus A330-900neo Aircraft and A350-900 Aircraft Purchase Agreement dated as of November 24 2014 between Airbus S A S and Delta Air Lines, Inc (Filed as Exhibit 10 9 to Delta's Annual Report on Form 10-K for the year ended December 31, 2014) \*/\*\*
- 10 10(a) Delta Air Lines, Inc 2007 Performance Compensation Plan (Filed as Exhibit 10 1 to Delta's Current Report on Form 8-K filed on March 22, 2007) \*
- 10 10(b) First Amendment to the Delta Air Lines, Inc 2007 Performance Compensation Plan (Filed as Exhibit 10 12(b) to Delta's Annual Report on Form 10-K for the year ended December 31, 2008) \*
- 10 10(c) Second Amendment to the Delta Air Lines, Inc 2007 Performance Compensation Plan (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended March 31 2015) \*
- 10 10(d) Form of Delta 2007 Performance Compensation Plan Award Agreement for Officers (Filed as Exhibit 10 1 to Delta's Current Report on Form 8-K filed on April 30, 2007) \*
- 10 11(a) Delta Air Lines, Inc Officer and Director Severance Plan as amended and restated as of January 2, 2009, as further amended October 20, 2009 (Filed as Exhibit 10 11(a) to Delta's Annual Report on Form 10-K for the year ended December 31 2009) \*
- 10 11(b) Amendment to the Delta Air Lines, Inc Officer and Director Severance Plan, as amended and restated as of January 2, 2009 as further amended October 20, 2009 (Filed as Exhibit 10 11(b) to Delta's Annual Report on Form 10-K for the year ended December 31, 2009) \*
- 10 11(c) Amendment to the Delta Air Lines, Inc Officer and Director Severance Plan dated as of February 10 2010 (Filed as Exhibit 10 3(a) to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015) \*
- 10 11(d) Amendment to the Delta Air Lines, Inc Officer and Director Severance Plan, dated as of August 20 2015 (Filed as Exhibit 10 3(b) to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015) \*
- 10 12 Description of Certain Benefits of Members of the Board of Directors and Executive Officers (Filed as Exhibit 10 2 to Delta's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015) \*

## Table of Contents

- 10 13(a) Delta Air Lines, Inc 2013 Long Term Incentive Program (Filed as Exhibit 10 14 to Delta's Annual Report on Form 10-K for the year ended December 31, 2012) \*
- 10 13(b) Model Award Agreement for the Delta Air Lines, Inc 2013 Long Term Incentive Program (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended March 31 2013) \*
- 10 14(a) Delta Air Lines, Inc 2014 Long Term Incentive Program (Filed as Exhibit 10 15 to Delta's Annual Report on Form 10- K for the year ended December 31 2013) \*
- 10 14(b) Model Award Agreement for the Delta Air Lines, Inc 2014 Long Term Incentive Program (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014) \*
- 10 15(a) Delta Air Lines, Inc 2015 Long Term Incentive Program (Filed as Exhibit 10 16 to Delta's Annual Report on Form 10-K for the year ended December 31 2014) \*
- 10 15(b) Model Award Agreement for the Delta Air Lines, Inc 2015 Long Term Incentive Program (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015) \*
- 10 16 Delta Air Lines Inc 2016 Long Term Incentive Program
- 10 17 Delta Air Lines, Inc 2015 Management Incentive Plan (Filed as Exhibit 10 18 to Delta's Annual Report on Form 10-K for the year ended December 31, 2014) \*
- 10 18 Delta Air Lines, Inc 2016 Management Incentive Plan
- 10 19(a) Delta Air Lines Inc Transition Award Program (Filed as Exhibit 10 17 to Delta's Annual Report on Form 10-K for the year ended December 31, 2012) \*
- 10 19(b) Model Award Agreement for the Delta Air Lines, Inc Transition Award Program (Filed as Exhibit 10 2 to Delta's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013) \*
- 10 20 Letter Agreement dated as of June 11, 2008 between counsel for and on behalf of Mickey P Foret and Aviation Consultants, LLC, and counsel for and on behalf of Northwest Airlines, Inc (Filed as Exhibit 10 22 to Delta's Annual Report on Form 10-K for the year ended December 31 2008) \*
- 10 21(a) Northwest Airlines Inc Excess Pension Plan for Salaried Employees (2001 Restatement) (Filed as Exhibit 10 28 to Northwest's Annual Report on Form 10-K for the year ended December 31, 2006) \*
- 10 21(b) First Amendment of Northwest Airlines Excess Pension Plan for Salaried Employees (2001 Restatement) (Filed as Exhibit 10 3 to Northwest's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005) \*
- 10 21(c) Third Amendment of Northwest Airlines Excess Pension Plan for Salaried Employees (2001 Restatement) (Filed as Exhibit 10 1 to Northwest's Quarterly Report on Form 10-Q for the quarter ended March 31, 2008) \*
- 10 22 Delta Air Lines, Inc Restoration Long Term Disability Plan (Filed as Exhibit 10 24 to Delta's Annual Report on Form 10-K for the year ended December 31, 2011) \*
- 10 23 Letter Agreement, dated February 2, 2012 between Delta Air Lines Inc and Richard H Anderson (Filed as Exhibit 10 25 to Delta's Annual Report on Form 10-K for the year ended December 31, 2011) \*
- 10 24 Letter Agreement, dated February 2, 2012 between Delta Air Lines Inc and Richard B Hirst (Filed as Exhibit 10 26 to Delta's Annual Report on Form 10-K for the year ended December 31, 2011) \*
- 10 25 Terms of 2014 Restricted Stock Awards for Non-Employee Directors (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014) \*
- 10 26 Terms of 2015 Restricted Stock Awards for Non-Employee Directors (Filed as Exhibit 10 1 to Delta's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015) \*

## Table of Contents

12 1 Statement regarding computation of ratio of earnings to fixed charges for each fiscal year in the five-year period ended December 31, 2015

21 1 Subsidiaries of the Registrant

23 1 Consent of Ernst & Young LLP

31 1 Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer

31 2 Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer

32 Certification pursuant to 18 U S C Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act 2002

101 INS XBRL Instance Document

101 SCH XBRL Taxonomy Extension Schema Document

101 CAL XBRL Taxonomy Extension Calculation Linkbase Document

101 DEF XBRL Taxonomy Extension Definition Linkbase Document

101 LAB XBRL Taxonomy Extension Labels Linkbase Document

101 PRE XBRL Taxonomy Extension Presentation Linkbase Document

\* Incorporated by reference

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



**Confidential Treatment Requested** Confidential portions of this document have been redacted and have been separately filed with the Commission

SUPPLEMENTAL AGREEMENT NO 17

to

PURCHASE AGREEMENT NUMBER 2022

between

THE BOEING COMPANY

and

DELTA AIR LINES, INC

Relating to Boeing Model 737NG Aircraft

Supplemental Agreement No 17

to

Purchase Agreement No 2022

between

The Boeing Company

and

Delta Air Lines, Inc

---

This Supplemental Agreement No 17 ( **Supplemental Agreement** ) dated as of December 16, 2015 amends Purchase Agreement No 2022 dated as of October 21, 1997 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to the purchase and sale of Model 737NG aircraft. The Purchase Agreement incorporates the terms and conditions of the Aircraft General Terms Agreement dated as of October 21, 1997 between the parties, identified as AGTA-DAL ( **AGTA** )

#### PURPOSE

**Incremental Purchase** Boeing agrees to sell and Customer agrees to purchase twenty (20) model 737-932ER aircraft ( **Incremental Aircraft** ). The parties further agree to the addition of ten (10) put options as described in DAL-PA-02022-LA-1501328, and to cancel all remaining Model 737 options described in DAL-PA-02022-LA-1105858. Unless otherwise indicated, Incremental Aircraft, and any exercised Put Option Aircraft, become Aircraft, 737-900ER Aircraft or Firm Aircraft, as the context requires, for the purposes of this Purchase Agreement.

P A 2022 SA-17 Page 2

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

---

IT IS AGREED

- 1 The Table of Contents of the Purchase Agreement is deleted and replaced by the attached Table of Contents, which reflects the amendments made to the Purchase Agreement by this Supplemental Agreement and is identified with a "SA-17" legend to reflect the changes made by this Supplemental Agreement
- 2 Tables 1Q1R2, 1Q2R2 and 1Q3R2 entitled Aircraft Delivery, Description, Price and Advance Payments are deleted and replaced by the attached Tables 1Q1R3, 1Q2R3, 1Q3R3 (collectively, **Table 1Q**) which incorporate the twenty (20) Incremental Aircraft
- 3 Exhibit A6 pertaining to the Aircraft configuration is added to describe the configuration of the Incremental Aircraft
- 4 As a matter of record, Letter Agreement 6-1162-RLL-2234R8 entitled "Special Matters" was revised and superseded by Letter Agreement 6-1162-RLL-2234R9 independently of a Purchase Agreement Supplemental Agreement Letter Agreement 6-1162-RLL-2234R9 is superseded and replaced by the attached Letter Agreement 6-1162-RLL-2234R10 [\*\*\*]
- 5 Letter Agreement DAL-PA-02022-LA-1104472 entitled "Revisions to Aircraft General Terms Agreement AGTA-DAL dated October 21, 1997 (AGTA) Terms" is revised and superseded by Letter Agreement DAL-PA-2022-LA-1104472R1 to reflect the incorporation of the twenty (20) 737-932ER Incremental Aircraft
- 6 Letter Agreement DAL-PA-02022-LA-1104482 entitled [\*\*\*] is revised and superseded by Letter Agreement DAL-PA-2022-LA-1104482R1 to reflect the incorporation of the twenty (20) Incremental Aircraft
- 7 Letter Agreement DAL-PA-02022-LA-1105848 entitled [\*\*\*] is revised and superseded by Letter Agreement DAL-PA-2022-LA-1105848R1 to reflect the incorporation of the twenty (20) Incremental Aircraft
- 8 Letter Agreement DAL-PA-02022-LA-1104487 entitled [\*\*\*] is revised and superseded by Letter Agreement DAL-PA-2022-LA-1104487R1 to reflect the incorporation of the twenty (20) Incremental Aircraft
- 9 Letter Agreement DAL-PA-02022-LA-1105858 entitled "Option Aircraft" is revised and superseded by Letter Agreement DAL-PA-2022-LA-1105858R1 to reflect the cancellation of all remaining model 737 options
- 10 Letter Agreement DAL-PA-02022-LA-1105843R2 entitled [\*\*\*] is revised and superseded by Letter Agreement DAL-PA-2022-LA-1105843R3 to reflect the incorporation of the twenty (20) Incremental Aircraft

- 11 Letter Agreement DAL-PA-2022-LA-1105850R1 entitled [\*\*\*] is revised and superseded by Letter Agreement DAL-PA-2022-LA-1105850R2 to reflect the incorporation of the twenty (20) Incremental Aircraft
- 12 Letter Agreement DAL-PA-02022-LA-1501328 entitled " Put Option Aircraft " is added to reflect Customer's agreement to purchase, at Boeing's option, up to ten (10) Put Option Aircraft on terms and conditions set forth in such Letter Agreement

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.

Except as amended as set forth above, the Purchase Agreement remains in full force and effect.

DELTA AIR LINES, INC

THE BOEING COMPANY

By /s/ Gregory A. May  
Gregory A May

By /s/ Will Witherspoon  
Will Witherspoon

Its SVP – Supply Chain Management

Its Attorney in Fact

## TABLE OF CONTENTS

### ARTICLES

### SA NUMBER

1	Quantity, Model and Description
2	Delivery Schedule
3	Price
4	Payment
5	Miscellaneous

### TABLE

<b>1Q.</b>	<b>Aircraft Delivery, Description, Price and Advance Payments</b>	<b>SA-17</b>
2A	Option Aircraft Information Table (intentionally deleted)	SA-13, Article 3

### EXHIBITS

A	Aircraft Configuration for 737-832 Aircraft	SA-8
A2	Aircraft Configuration for 737-732 Aircraft	SA-9
A3	Aircraft Configuration for 737-732 Aircraft	SA-9
A4	Revised Aircraft Configuration for 737-832 Aircraft	SA-12
A5R1	Aircraft Configuration for 737-932ER Aircraft	SA-14
<b>A6</b>	<b>Aircraft Configuration for 737-932ER Incremental Aircraft</b>	<b>SA-17</b>
D2	Escalation Adjustment	SA-8

### SUPPLEMENTAL EXHIBITS

BFE	Buyer Furnished Equipment Variables	SA-8
BFE1	Buyer Furnished Equipment Variables	SA-8
BFE2	Buyer Furnished Equipment Variables for 737NG	SA-14
CS1	Customer Support Variables	
CS2	Customer Support Variables for 737-700 Aircraft	SA-8
CS3	Customer Support Variables for 737-900ER Aircraft	SA-13
EE1	Engine Escalation	
[***]	[***]	[***]
SLP1	Service Life Policy Components	

## TABLE OF CONTENTS, continued

<u>LETTER AGREEMENTS</u>		<u>SA NUMBER</u>
6-1162-RLL-2147	Airframe Maintenance Cost Protection Program	
6-1162-RLL-2191	Multiple Aircraft Operating Weights	
6-1162-RLL-2198	Delivery Price Adjustment	
6-1162-RLL-2233	Aircraft Performance Guarantees for 737-632, 732 and 832 Aircraft	
<b>6-1162-RLL-2234R10</b>	<b>Special Matters</b>	<b>SA-17</b>
[***]	[***]	
6-1162-RLL-2241	Promotion Support	SA-13, Article 7
6-1162-RLL-2242	1997 and 1998 Escalation Sharing	
[***]	[***]	
6-1162-RLL-2244	Performance Retention Commitment	
6-1162-RLL-2245	Certain Contractual Matters (intentionally deleted)	SA-13
6-1162-RLL-2247	[***]	SA-13, Article 7
6-1162-RLL-3709	[***]	SA-13, Article 7
6-1162-RLL-2251	Total Cost Team	
6-1162-RLL-2400	Open Configuration Matters	
6-1162-RLL-2424R1	Engine Matters	
6-1162-KSW-6090	Performance Guarantees 737-732 Aircraft	
[***]	[***]	[***]
[***]	[***]	[***]
6-1162-KSW-6238	Aircraft Performance Guarantees for 737-732 Aircraft	SA-9
6-1162-MMO-0480	Aircraft Performance Guarantees for 737-832 Aircraft	SA-11
<b>DAL-PA-02022-LA-1104472R1</b>	<b>Revision to AGTA-DAL Terms</b>	<b>SA-17</b>

# TABLE OF CONTENTS, continued

LETTER AGREEMENTS		SA NUMBER
***	***	***
<b>DAL-PA-2022-LA-1104482R1</b>	<b>*** for 737-932ER Aircraft</b>	<b>SA-17</b>
DAL-PA-2022-LA-1104483	*** Guarantee	SA-13
DAL-PA-2022-LA-1104484	Open Configuration Matters for 737-932ER Aircraft	SA-13
DAL-PA-02022-LA-1104485	*** Guarantees for 737-932ER Aircraft	SA-13
<b>DAL-PA-2022-LA-1105848R1</b>	<b>Agreement for ***</b>	<b>SA-17</b>
<b>DAL-PA-2022-LA-1104487R1</b>	<b>***</b>	<b>SA-17</b>
<b>DAL-PA-2022-LA-1105850R2</b>	<b>***</b>	<b>SA-17</b>
<b>DAL-PA-2022-LA-1105858R1</b>	<b>Option Aircraft</b>	<b>SA-17</b>
<b>DAL-PA-2022-LA-1105843R3</b>	<b>***</b>	<b>SA-17</b>
DAL-PA-2022-LA-1105849R1	***	SA-14
DAL-PA-2022-LA-1104480	***	SA-13
DAL-PA-2022-LA-09503	Promotional Support	SA-14
DAL-PA-2022-LA-1303832	***	SA-15
<b>DAL-PA-2022-LA-1501328</b>	<b>Put Option Aircraft</b>	<b>SA-17</b>

<b>Airframe Model/MTOW</b>	737-900ER	[***]			[***]	[***]
<b>Engine Model/Thrust</b>	CFM56-7B27/B1F	[***]			<b>Detail Specification</b>	[***]
					<b>Airframe Price Base</b>	
		[***]	[***]		<b>Year/Escalation Formula</b>	[***]
					<b>Airframe Price Escalation</b>	
<b>Airframe Price</b>		[***]	[***]		<b>Forecast</b>	[***]
					<b>Engine Price Base</b>	
<b>Optional Features</b>		[***]	[***]		<b>Year/Escalation Formula</b>	[***]
<b>Sub-Total of Airframe and Features</b>		[***]	[***]			
<b>Engine Price (Per Aircraft)</b>		[***]	[***]			
<b>Aircraft Basic Price (Excluding BFE/SPE)</b>		[***]	[***]		<u><b>Airframe Escalation Data</b></u>	
<b>Buyer Furnished Equipment (BFE) Estimate</b>		[***]	[***]		<b>Base Year Index (ECI)</b>	[***]
<b>Seller Purchased Equipment (SPE) Estimate</b>		[***]	[***]		<b>Base Year Index (CPI)</b>	[***]

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

[illegible]

Page 1



[illegible]

Page 2

<b>Airframe Model/MTOW</b>	737-900ER	***			***	***
<b>Engine Model/Thrust</b>	CFM56-7B27/B1F	***			Detail Specification	***
		***	***		Airframe Price Base	
					Year/Escalation Formula	***
					Airframe Price Escalation	
<b>Airframe Price</b>		***	***		Forecast	***
					Engine Price Base Year/Escalation	
<b>Optional Features</b>		***	***		Formula	***
<b>Sub-Total of Airframe and Features</b>		***	***			
<b>Engine Price (Per Aircraft)</b>		***	***			
<b>Aircraft Basic Price (Excluding BFE/SPE)</b>		***	***		<u>Airframe Escalation Data.</u>	
<b>Buyer Furnished Equipment (BFE) Estimate</b>		***	***		Base Year Index (ECI)	***
<b>Seller Purchased Equipment (SPE) Estimate</b>		***	***		Base Year Index (CPI)	***

[illegible]

Page 1

[illegible]

\*\*\*

Page 2

Airframe Model/MTOW	737-900ER	***	***	***
Engine Model/Thrust	CFM56-7B27/B1F	***		***
				Detail Specification
		***	***	Airframe Price Base
				Year/Escalation Formula
		***	***	Airframe Price Escalation
Airframe Price		***	***	Forecast
				Engine Price Base
Optional Features		***	***	Year/Escalation Formula
Sub-Total of Airframe and Features		***	***	
Engine Price (Per Aircraft)		***	***	
Aircraft Basic Price (Excluding BFE/SPE)		***	***	<u>Airframe Escalation Data.</u>
Buyer Furnished Equipment (BFE) Estimate		***	***	Base Year Index (ECI)
Seller Purchased Equipment (SPE) Estimate		***	***	Base Year Index (CPI)

[illegible]

Page 1

[illegible]

[\*\*\*]

Page 2

**Exhibit A6**  
**Aircraft Configuration for 737-932ER Incremental Aircraft**

[illegible]

**Confidential Treatment Requested. Confidential portions of this document have been redacted and have been separately filed with the Commission**

**6-1162-RLL-2234R10**

Delta Air Lines, Inc  
Hartsfield Atlanta International Airport  
Atlanta, Georgia 30320

Subject Special Matters

Reference Purchase Agreement Nos 2022 and 2026 (the Purchase Agreement) between The Boeing Company (Boeing) and Delta Air Lines, Inc (Customer) relating to 737-632/-732/-832/-932ER, 777-232IGW and 777-232LR aircraft (the Aircraft)

**This Letter Agreement revises and supersedes Letter Agreement 6-1162-RLL-2234R9 and amends and supplements the Purchase Agreement. Language that has been added or revised since the prior version of this Letter Agreement is shown in bold font.** All terms used but not defined in this Letter Agreement have the same meaning as in the AGTA and the Purchase Agreements

A Model 737-632/-732/-832/-932ER Aircraft (P A 2022)

1 [\*\*\*]

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

[\*\*\*]

2 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

3 Intentionally Omitted

4 [\*\*\*]

[\*\*\*]

5 Intentionally Omitted

6 Intentionally Omitted

6-1162-RLL-2234R10  
Special Matters SA-17 LA Page 1

**BOEING PROPRIETARY**

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

---

7 [\*\*\*]

[\*\*\*]

8 [\*\*\*]

[\*\*\*]

9 [\*\*\*]

[\*\*\*]

10 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

11 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

12 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

13 [\*\*\*]

[\*\*\*]

[\*\*\*]

14 [\*\*\*]

[\*\*\*]

15 [\*\*\*]

[\*\*\*]

16 [\*\*\*]



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

17

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

18 [\*\*\*]  
[\*\*\*]

E Model 777-232IGW Aircraft (P A 2026)

[\*\*\*]

1 [\*\*\*]

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

2 [\*\*\*]

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

3 [\*\*\*]

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

4 [\*\*\*]

[\*\*\*]

6-1162-RLL-2234R10  
Special Matters SA-17 LA Page 3

**BOEING PROPRIETARY**

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

---

5 [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

6 [\*\*\*]

[\*\*\*]

[\*\*\*]

7 [\*\*\*]

[\*\*\*]

8 [\*\*\*]

[\*\*\*]

F Model 777-232LR Aircraft (P A 2026)

1 [\*\*\*]

[\*\*\*]

2 [\*\*\*]

[\*\*\*]

3 [\*\*\*]

[\*\*\*]

4 [\*\*\*]

[\*\*\*]

5 [\*\*\*]

[\*\*\*]

[\*\*\*]

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

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon

Its Attorney in Fact

ACCEPTED AND AGREED TO

Date December 16, 2015

DELTA AIR LINES, INC

By /s/ Gregory A. May

Its SVP- Supply Chain Management

6-1162-RLL-2234R10  
Special Matters SA-17 LA Page 5

**BOEING PROPRIETARY**

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

---

**DAL-PA-02022-LA-1104482R1**

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject [\*\*\*]

Reference Purchase Agreement No PA-02022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-900ER aircraft with Winglets ( **Aircraft** )

This letter agreement ( **Letter Agreement** ) revises and supersedes DAL-PA-02022-LA-1104482 and 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

The parties hereto agree as follows with respect to Covered Aircraft (as defined below) performance retention

- 1 [\*\*\*]
  - 1 1 [\*\*\*]
  - 1 2 [\*\*\*]
  - 1 3 [\*\*\*]
- 2 [\*\*\*]
  - 2 1 [\*\*\*]
  - 2 2 [\*\*\*]
- 3 [\*\*\*]
  - 3 1 [\*\*\*]
  - 3 2 [\*\*\*]
  - 3 3 [\*\*\*]
  - 3 4 [\*\*\*]
- 4 [\*\*\*]
  - [\*\*\*]
- 5 [\*\*\*]
  - [\*\*\*]
- 6 [\*\*\*]
  - [\*\*\*]
  - 6 1 [\*\*\*]
  - 6 2 [\*\*\*]
  - 6 3 [\*\*\*]
  - 6 4 [\*\*\*]

DAL-PA-2022-LA-1104482R1  
[\*\*\*] SA-17 LA Page 1

**BOEING PROPRIETARY**

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

---

6 5 [\*\*\*]

[\*\*\*]

6 5 1 [\*\*\*]

6 5 2 [\*\*\*]

6 5 3 [\*\*\*]

6 5 4 [\*\*\*]

7 [\*\*\*]

[\*\*\*]

7 1 [\*\*\*]

7 1 1 [\*\*\*]

7 2 [\*\*\*]

7 3 [\*\*\*]

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's becoming the operator of the Aircraft and cannot be assigned in whole or in part

#### 11 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.

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon  
Will Witherspoon  
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

Delta Air Lines, Inc

By /s/ Gregory A. May  
Its SVP - Supply Chain Management

DAL-PA-2022-LA-1104482R1  
[\*\*\*] SA-17 LA Page 3

**BOEING PROPRIETARY**

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

---

**Attachment A**  
**Delivery Schedule for Covered Aircraft**

[\*\*\*]

DAL-PA-2022-LA-1104482R1

[\*\*\*] SA-17 LA Page 4

**BOEING PROPRIETARY**

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

---

**Attachment B**

[\*\*\*]

DAL-PA-2022-LA-1104482R1  
[\*\*\*] SA-17 LA Page 5

**BOEING PROPRIETARY**

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

---



**DAL-PA-02022-LA-1105848R1**

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject Agreement for [\*\*\*]

Reference Purchase Agreement No PA-02022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-732/-832/-932 aircraft

This letter agreement ( **Letter Agreement** ) revises and supersedes DAL-PA-02022-LA-1105848 and 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 [\*\*\*]

2 1 [\*\*\*]

2 2 [\*\*\*]

2 2 1 [\*\*\*]

2 2 2 [\*\*\*]

2 2 3 [\*\*\*]

2 2 4 [\*\*\*]

3 [\*\*\*]

[\*\*\*]

3 1 [\*\*\*]

3 1 1 [\*\*\*]

3 1 2 [\*\*\*]

3 1 3 [\*\*\*]

3 2 [\*\*\*]

3 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

DAL-PA-2022-LA-1104482R1  
[\*\*\*] SA-17 LA Page 1

**BOEING PROPRIETARY**

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

---

of Customer's becoming the operator of the Covered Aircraft and cannot be assigned in whole or, in part

#### 7 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.

DAL-PA-2022-LA-1104482R1

\*\*\* SA-17 LA Page 2

**BOEING PROPRIETARY**

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

---

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below

Very truly yours,

THE BOEING COMPANY

By /s/Will Witherspoon  
Will Witherspoon  
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

DELTA AIR LINES, INC

By /s/ Gregory A May  
Its SVP - Supply Chain Management

DAL-PA-2022-LA-1104482R1  
[\*\*\*] SA-17 LA Page 3

BOEING PROPRIETARY

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

---

DAL-PA-02022-LA-1104487R1

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject [\*\*\*]

Reference Purchase Agreement No PA-02022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-900ER 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 [\*\*\*]

[\*\*\*]

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

2 [\*\*\*]  
2.1 [\*\*\*]  
2.2 [\*\*\*]  
2.3 [\*\*\*]  
2.4 [\*\*\*]  
3 [\*\*\*]

[\*\*\*]

4 [\*\*\*]  
4.1 [\*\*\*]  
4.2 [\*\*\*]  
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's becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

DAL-PA-2022-LA-1104487R1  
[\*\*\*] SA-17 LA Page 1

BOEING PROPRIETARY

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

---

## 6 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.

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon  
Will Witherspoon  
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

DELTA AIR LINES, INC

By /s/ Gregory A. May  
Its SVP - Supply Chain Management

DAL-PA-2022-LA-1104487R1  
[\*\*\*] SA-17 LA Page 2

**BOEING PROPRIETARY**

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

---

DAL-PA-02022-LA-1105858R1

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject      Option Aircraft

Reference    Purchase Agreement No PA-02022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** )  
and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-900ER aircraft ( **Aircraft** )

**This Letter Agreement revises and supersedes Letter Agreement DAL-PA-02022-LA-1105858 and 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

The original revision of this Letter Agreement set out the terms and conditions for Model 737-900ER options and cancelled all options and rolling options for 737-600, -700, and -800 model aircraft

Upon execution of Supplemental Agreement No 17 to the Purchase Agreement, all 737-900ER options are cancelled, so all terms, conditions, and the attachment to the original revision of this Letter Agreement are deleted. The provisions of Article 3 of Aircraft General Terms Agreement Number AGTA-DAL between Boeing and Customer dated as of October 21, 1997 (AGTA-DAL) related to options and rolling options for 737-600, -700, -800, and -900ER model aircraft provided thereunder are deleted and of no further force or effect. Concurrently with the execution of Supplemental Agreement No 17 the parties agree to execute a letter agreement to conform the AGTA-DAL documentation to reflect the amendments made by this Letter Agreement

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's becoming the operator of the Aircraft and cannot be assigned in whole or in part

2      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

DAL-PA-2022-LA-1105858R1  
Option Aircraft    SA-17 LA Page 1

BOEING PROPRIETARY

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

---

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

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon  
Will Witherspoon  
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

Delta Air Lines, Inc

By /s/ Gregory A May

Its SVP - Supply Chain Management

DAL-PA-2022-LA-1105858R1  
Option Aircraft SA-17 LA Page 2

**BOEING PROPRIETARY**

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

---

DAL-PA-02022-LA-1105850 R2

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject [\*\*\*]

Reference Purchase Agreement No 2022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-732/-832/-932ER aircraft ( **Aircraft** )

This letter agreement ( **Letter Agreement** ) amends and supplements the Purchase Agreement **and supersedes and replaces, in its entirety, letter agreement DAL-PA-02022-LA-1105850R1, dated August 2, 2012.** All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement

Definitions

[\*\*\*]

1 [\*\*\*]

[\*\*\*]

1 1 [\*\*\*]

1 2 [\*\*\*]

2 [\*\*\*]

[\*\*\*]

3 Assignment

This Letter Agreement is provided as an accommodation 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

4 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

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

DELTA AIR LINES, INC

By /s/ Gregory A May

Its SVP - Supply Chain Management

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

**ATTACHMENT A**  
[\*\*\*]

[\*\*\*]

Page 3

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

---

DAL-PA-02022-LA-1105843 R3

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject [\*\*\*]

Reference Purchase Agreement No PA-02022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-900ER 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 **This Letter Agreement has been revised to include the additional twenty (20) Incremental Aircraft identified in Supplemental Agreement No. 17 (SA-17).**

[\*\*\*]

1 [\*\*\*]

[\*\*\*]

[\*\*\*]

2 [\*\*\*]

[\*\*\*]

3 [\*\*\*]

[\*\*\*]

4 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

DAL-PA-2022-LA-1105843R3

[\*\*\*] SA-17 LA Page 1

**BOEING PROPRIETARY**

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

---

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

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

Delta Air Lines, Inc

By /s/ Gregory A May

Its SVP - Supply Chain Management

DAL-PA-2022-LA-1105843R3  
[\*\*\*] SA-17 LA Page 2

**BOEING PROPRIETARY**

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

---

## Attachment A

[\*\*\*]

DAL-PA-2022-LA-1105843R3

[\*\*\*] SA-17 LA Page 3

**BOEING PROPRIETARY**

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

---

**Attachment B**

[\*\*\*]

DAL-PA-2022-LA-1105843R3

[\*\*\*] SA-17 LA Page 4

**BOEING PROPRIETARY**

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

---

DAL-PA-02022-LA-1501328

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

Subject Put Option Aircraft

Reference Purchase Agreement No PA-02022 ( **Purchase Agreement** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-900ER 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 may sell, and customer agrees to purchase up to ten (10) 737-900ER aircraft ( **Put Option Aircraft** ) for delivery from [\*\*\*]

1 Obligation to Purchase Put Option Aircraft

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1Q to the Purchase Agreement as of the date of execution of this Letter Agreement, Boeing may sell and Customer agrees to purchase up to ten (10) additional Model 737-900ER aircraft as Put Option Aircraft

2 Delivery

The Put Option Aircraft may be delivered in any month as listed in Attachment [\*\*\*] to this Letter Agreement ( **Attachments** ), [\*\*\*]

3 [\*\*\*]  
3 1 [\*\*\*]  
3 2 [\*\*\*]

4 [\*\*\*]  
4 1 [\*\*\*]  
4 2 [\*\*\*]  
4 3 [\*\*\*]  
4 4 [\*\*\*]

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

6 [\*\*\*]  
6 1 [\*\*\*]  
6 2 [\*\*\*]

7 [\*\*\*]

DAL-PA-2022-LA-1501328  
Put Option Aircraft SA-17 LA Page 1

**BOEING PROPRIETARY**

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

---

[\*\*\*]

8 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.

DAL-PA-2022-LA-1501328  
Put Option Aircraft SA-17 LA Page 2

**BOEING PROPRIETARY**

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

---



Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

DELTA AIR LINES, INC

By /s/ Gregory A May

Its SVP - Supply Chain Management

DAL-PA-2022-LA-1501328  
Put Option Aircraft SA-17 LA Page 3

**BOEING PROPRIETARY**

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

---



<b>Airframe Model/MTOW</b>	737-900ER	***		***
<b>Engine Model/Thrust</b>	CFM56-7B27/B1F	***		***
			<b>Detail Specification</b>	
			<b>Airframe Price Base</b>	
			<b>Year/Escalation Formula</b>	***
<b>Airframe Price</b>		***	<b>Airframe Price Escalation Forecast</b>	***
			<b>Engine Price Base</b>	
<b>Optional Features **</b>		***	<b>Year/Escalation Formula</b>	***
<b>Sub-Total of Airframe and Features</b>		***		
<b>Engine Price (Per Aircraft)</b>		***		
<b>Aircraft Basic Price (Excluding BFE/SPE)</b>		***		
<b>Buyer Furnished Equipment (BFE) Estimate</b>		***	<u><b>Airframe Escalation Data.</b></u>	
<b>Seller Purchased Equipment (SPE) Estimate</b>		***	<b>Base Year Index (ECI)</b>	***
			<b>Base Year Index (CPI)</b>	***

[illegible]

**Boeing Proprietary**

<b>Airframe Model/MTOW</b>	737-900ER	***				***
<b>Engine Model/Thrust</b>	CFM56-7B27/B1F	***				***
					<b>Detail Specification</b>	
					<b>Airframe Price Base</b>	
					<b>Year/Escalation Formula</b>	***
					<b>Airframe Price Escalation</b>	
<b>Airframe Price</b>		***	***		<b>Forecast</b>	***
					<b>Engine Price Base</b>	
<b>Optional Features **</b>		***	***		<b>Year/Escalation Formula.</b>	***
<b>Sub-Total of Airframe and Features</b>		***	***			
<b>Engine Price (Per Aircraft)</b>		***	***			
<b>Aircraft Basic Price (Excluding BFE/SPE)</b>		***	***		<u><b>Airframe Escalation Data.</b></u>	
<b>Buyer Furnished Equipment (BFE) Estimate</b>		***	***		<b>Base Year Index (ECI)</b>	***
<b>Seller Purchased Equipment (SPE) Estimate</b>		***	***		<b>Base Year Index (CPI)</b>	***

[illegible]

Boeing Proprietary

**Confidential Treatment Requested. Confidential portions of this document have been redacted and have been separately filed with the Commission.**

**DAL-PA-02022-LA-1104472R1**

Delta Air Lines, Inc  
PO Box 20706  
Atlanta GA 30320-6001

**Subject** Revisions to Aircraft General Terms Agreement AGTA-DAL dated October 21, 1997 ( **AGTA** ) Terms

**Reference** Purchase Agreement Nos 2022, 2023, 2024, 2025 and 2026 (the **Purchase Agreements** ) between The Boeing Company ( **Boeing** ) and Delta Air Lines, Inc ( **Customer** ) relating to Model 737-632/-732/-832/-932ER, 757-232, 767-332/332ER, 767-432, 777-232IGW/-232ER/-232LR aircraft ( **Aircraft** )

This letter agreement ( **Letter Agreement** ) revises and supersedes DAL-PA-02022-LA-1104472 and amends and supplements the AGTA and the Purchase Agreements. All terms used but not defined in this Letter Agreement shall have the same meaning as in the applicable Purchase Agreement.

The 737-900ER aircraft did not exist at the time the AGTA-DAL was signed. Customer has ordered 737-932ER aircraft and Customer and Boeing now agree to incorporate the 737-900ER model aircraft into the terms and conditions of the AGTA. In addition, Customer has never purchased and has informed Boeing that it does not intend to purchase the 737-600 model aircraft and the parties have agreed that it should be removed from the agreement.

**IT IS AGREED**

- 1 The 737-600 is no longer offerable under this Purchase Agreement. All references to the 737-600 are hereby deleted and shall be deemed to be of no further effect.
- 2 Article 1, Definitions, Subject Matter of Sale and Annual Fleet Plan Review is amended as follows:

2.1 Airframe Price is revised to delete the word "and" after the word "737-700" and add a comma and the word "737-900ER" after the word "737-800" and now reads as follows:

" **Airframe Price** is defined as the price of the airframe for a model of Aircraft set forth in Table 1 to the applicable Purchase Agreement (for models 737-700, 737-800, 737-900ER and 777-200LR, the Airframe Price includes the Engine Price) "

2.2 Engine Price is revised to delete the word "and" after the word "737-700" and add a comma and the word "737-900ER" after the word "737-800" and now reads as follows:

"**Engine Price** is defined as the price set by the engine manufacturer for a specific engine model to be installed on the model of Aircraft set forth in the Tables to the applicable Purchase Agreement (not applicable to models 737-700, 737-800, 737-900ER and 777-200LR) "

DAL-PA-02022-LA-1104472R1

BOEING PROPRIETARY

AGTA Terms Revisions SA-17 LA Page 1

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

2 3 Escalation Adjustment is revised to delete the word "and" after the word "737-700" and add the word "737-900ER" after the word "737-800" and now reads as follows

"**Escalation Adjustment** is defined as the price adjustment to the Airframe and Optional Features Prices (and the Engine Price for models 737-700, 737-800, 737-900ER and 777-200LR) resulting from the calculation using the economic price formula contained in Exhibit D to this AGTA "

2 4 Option Aircraft is revised to add a new sentence "Upon the execution of Supplemental Agreement 17 to Purchase Agreement 2022, all remaining Options and Option Aircraft under Purchase Agreement 2022 are cancelled" so that the paragraph now reads as follows

"**Option Aircraft** is defined as those Option Aircraft listed in Table 2 to the applicable Purchase Agreement and in Letter Agreement DAL-PA-02022-LA-1105858 For historical records the Option Aircraft were initially (a) 60 model 737-632/-732/-832 Aircraft, (b) 20 model 757-232 Aircraft, (c) 10 model 767-332/-332ER Aircraft, (d) 24 model 767-432ER Aircraft, and (e) 10 model 777-232IGW Aircraft Upon the execution of Supplemental Agreement No 17 to Purchase Agreement 2022, all remaining Options and Option Aircraft under Purchase Agreement 2022 are cancelled "

2 5 Purchase Agreement is revised to add "/-932ER" after the word "737-632/-737/-832" and now reads as follows

"**Purchase Agreement** means a purchase agreement for each of the model (a) 737-732/-832/-932ER, (b) 757-232, (c) 767-332ER/-332, (d) 767-432ER, and (e) 777-2321GW/-232LR Aircraft

2 6 Rolling Option Aircraft is revised to (i) replace the scrivener reference to "Firm Aircraft" with "Rolling Option Aircraft", and (ii) add a new sentence "Upon the addition of the 737-900ER model aircraft to Purchase Agreement 2022, all remaining Rolling Options and Rolling Option Aircraft under Purchase Agreement 2022 are cancelled" and now reads as follows

"**Rolling Option Aircraft** is defined as those Aircraft listed in Table 2 to the applicable Purchase Agreement and are initially (i) 280 model 737 Aircraft, (ii) 90 model 757 Aircraft, (iii) 19 model 767-300 Aircraft, and (iv) 25 model 767-400 Aircraft Upon the addition of the 737-900ER model aircraft to Purchase Agreement 2022, all remaining Rolling Options and Rolling Option Aircraft under Purchase Agreement 2022 are cancelled "

3 Article 4, [\*\*\*] is amended as follows

3 1 [\*\*\*]

[\*\*\*]

3 2 [\*\*\*]

[\*\*\*]

3 3 [\*\*\*]

[\*\*\*]

4 Article 5, [\*\*\*] is amended as follows

4 1 [\*\*\*]

[\*\*\*]

4 2 [\*\*\*]

[\*\*\*]

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's becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing

6 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.

Very truly yours,

THE BOEING COMPANY

By /s/ Will Witherspoon  
Will Witherspoon  
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date December 16, 2015

DELTA AIR LINES, INC

By /s/ Gregory A May  
Gregory A May  
Its SVP - Supply Chain Management

DAL-PA-02022-LA-1104472R1

BOEING PROPRIETARY

AGTA Terms Revisions SA-17 LA Page 4

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



**DELTA AIR LINES, INC.**  
**2016 LONG-TERM INCENTIVE PROGRAM**

**1. Purpose.** The 2016 Long-Term Incentive Program (the “**2016 LTIP**”) is a long term incentive program sponsored by Delta Air Lines, Inc (“**Delta**” or the “**Company**”) that is intended to closely (a) link pay and performance by providing management employees with a compensation opportunity based on Delta achieving key business objectives and (b) align the interests of management employees with the Company’s other employees and stakeholders

The 2016 LTIP is being adopted under the Delta Air Lines, Inc 2007 Performance Compensation Plan (“**2007 Performance Plan**”) It is subject to the terms of the 2007 Performance Plan and an individual’s 2016 LTIP Award Agreement (“**Award Agreement**”)

Capitalized terms that are used but not defined in the 2016 LTIP shall have the meaning ascribed to them in the 2007 Performance Plan For purposes of the 2016 LTIP, the definitions of “**Good Reason**” and “**Retirement**” as set forth in the 2007 Performance Plan are hereby replaced or modified under Section 6 below, and shall apply as set forth in Section 6 in lieu of the definitions of these terms in the 2007 Performance Plan or as modified, as applicable

**2 Plan Administration** (a) The Personnel & Compensation Committee of the Board of Directors (the “**Committee**”) shall be responsible for the general administration and interpretation of the 2016 LTIP and for carrying out its provisions The Committee shall have such powers as may be necessary to discharge its duties hereunder, including, without limitation, the following powers and duties, but subject to the terms of the 2016 LTIP

(i) authority to construe and interpret the terms of the 2016 LTIP, and to determine eligibility, awards and the amount, manner and time of payment of any awards hereunder,

(ii) authority to prescribe forms and procedures for purposes of the 2016 LTIP participation and distribution of awards, and

(iii) authority to adopt rules and regulations and to take such actions as it deems necessary or desirable for the proper administration of the 2016 LTIP, which authority may be delegated to the Company’s Chief Human Resources Officer

(b) Any rule or decision by the Committee that is not inconsistent with the provisions of the 2016 LTIP shall be conclusive and binding on all persons, and shall be given the maximum deference permitted by law

(c) Notwithstanding anything contained in the 2007 Performance Plan to the contrary, the Committee shall not have the authority to increase or decrease the actual payout of any Performance Award (as defined below) granted to any Participant pursuant to Section 4(b) hereunder

**3. Individual Award Agreements.** Any person offered an Award under the 2016 LTIP will be required to sign an individual Award Agreement Execution by such person of his or her Award Agreement will be a prerequisite to the effectiveness of the Award under the 2016 LTIP and to the person’s becoming a Participant in the 2016 LTIP The terms and conditions of any Award Agreement, if contrary to the terms of the 2016 LTIP, shall govern the rights of the corresponding Participant

**4. Awards**

**(a) Restricted Stock**

(i) Award Grant A Participant may receive Restricted Stock as specified in the Participant’s Award Agreement (the “**Restricted Stock**”)

(ii) Grant Date The Grant Date of the Restricted Stock will be determined by the Committee in accordance with the Company's Equity Award Grant Policy, as in effect from time to time, and set forth in a Participant's Award Agreement

(iii) Restrictions Until the restrictions imposed by this Section 4(a) (the "Restrictions") have lapsed pursuant to Section 4(a)(iv), (v) or (vi) below, 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

(iv) Lapse of Restrictions—Continued Employment Subject to the terms of the 2007 Performance Plan and the 2016 LTIP, 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, 2017 ("First RS Installment"), (B) February 1, 2018 ("Second RS Installment"), and (C) February 1, 2019 ("Third RS Installment")<sup>1</sup>

(v) Lapse of Restrictions/Forfeiture upon Termination of Employment The Restricted Stock and the Restrictions set forth in this Section 4(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 he or she is employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate), with respect to any portion of the Restricted Stock subject to the Restrictions, subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company, the Restrictions shall immediately lapse on the Pro Rata RS Portion as of the date of such Termination of Employment. Upon a 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 portion of Restricted Stock that is subject to the Restrictions at the time of a Participant's Termination of Employment, the number of Shares with respect to which the Restrictions would have lapsed on each future RS Installment multiplied by a fraction (i) the numerator of which is the number of calendar months<sup>2</sup> 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 twelve (12) for the First RS Installment, twenty-four (24) for the Second RS Installment and thirty-six (36) for the Third RS Installment<sup>3</sup>

(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

---

<sup>1</sup> 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 with respect to which the Restrictions lapse under 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

<sup>2</sup> For purposes of the 2016 LTIP, 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, 2016 will elapse as of February 29, 2016; two months will elapse on March 31, 2016 and so on

<sup>3</sup> 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 4(a)(v)(F) below, 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 waiver and release of claims in a form and manner satisfactory to the Company, the Restrictions shall immediately lapse on the Pro Rata RS Portion as of the date of such Termination of Employment. Pro Rata RS Portion has the meaning set forth in Section 4(a)(v)(A) above. 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 the 2016 LTIP 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 the 2016 LTIP, the Participant's employment shall be considered to have been terminated by the Company for Cause.

(vi) *Change in Control* Notwithstanding the forgoing and subject to Section 5 below, 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 he or she is 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 waiver and release of claims in a form and manner satisfactory to the Company, 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.

(vii) *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.

**(b) Performance Awards.**

(i) *Award Grant* A Participant may receive a Performance Award for a specified target cash amount as set forth in the Participant's Award Agreement (a "Performance Award").

(ii) *Grant Date* The Grant Date of the Performance Award will be determined by the Committee and set forth in the Participant's Award Agreement.

(iii) *Payout Criteria and Form of Payment* Except as otherwise expressly set forth in this Section 4(b), payment, if any, of a Performance Award will be based on the following factors as described and defined below: (A) the Average Annual Operating Income Margin during the Performance Period of the Company relative to the Composite Performance of the members of the Industry Composite Group, (B) Customer Service Performance during the Performance Period of the Company, and (C) Return on Invested Capital during the Performance Period of the Company.

The payout, if any, of a Performance Award will be made (A) in Shares, calculated based on the Conversion Formula (as defined below), to each Participant who is employed by the Company as an executive vice president or more senior officer (" **Executive Officer Participant** ") at the time of such payout and (B) in cash in all other circumstances

(iv) Definitions

(A) *In General*

- (1) " **Composite Performance** " means, for purposes of determining the total Average Annual Operating Income Margin of the Industry Composite Group, the result obtained by treating the members of the Industry Composite Group as if they were one combined entity
- (2) The " **Conversion Formula** " will apply to convert from cash to Shares the payout, if any, of a Performance Award to a person who is an Executive Officer Participant at the time of such payout. First, the cash amount of the payout is calculated in the same manner as if the payout is being made in cash. Next, the cash amount is converted into a number of Shares based on the following formula:  $A \div B$ , where

A = the amount of the payout for the Performance Award if it is paid in cash, and

B = the closing price of a Share on the New York Stock Exchange on the later of (1) the date that the Committee approves the payouts, if any, of the Performance Awards to the Executive Officer Participants following the Committee's determination of the achievement of the payout criteria described in Section 4(b)(iii) and (2) the third business day following the date on which the Company publicly announces its annual financial results if this date is scheduled in the same month that the Committee approves such payouts, if any

- (3) " **GAAP** " means accounting principles generally accepted in the United States of America
- (4) " **Industry Composite Group** " means Alaska Air Group, Inc., American Airlines Group, Inc., JetBlue Airways Corporation, Southwest Airlines Co., and United Continental Holdings, Inc.
- (5) " **Performance Period** " means the period beginning on January 1, 2016 and ending on and including December 31, 2018

(B) *Average Annual Operating Income Margin*

- (1) The " **Average Annual Operating Income Margin** " for Delta and each member of the Industry Composite Group shall be calculated by using the subject company's Operating Income and Total Operating Revenue for the applicable periods and the following formula:  $(A \div B)$ , where

A = Operating Income for 2016, 2017, and 2018, and

B = Total Operating Revenue for 2016, 2017, and 2018

- (2) “ **Operating Income** ” means, subject to Section 4(b)(v)(B) below, the subject company’s consolidated operating income for the applicable periods based on its statements of operations contained in reports on Forms 10-Q and 10-K filed with the Securities and Exchange Commission (“ **SEC** ”) prepared in accordance with GAAP, but excluding (i) items presented in the line item “restructuring and other items” or such similar line item, (ii) mark-to-market adjustments for fuel hedges recorded in periods other than the settlement period, and (iii) other special, unusual, or nonrecurring items which are disclosed in publicly available filings with the SEC
- (3) “ **Total Operating Revenue** ” means, subject to Section 4(b)(v)(B) below, the subject company’s total operating revenue for the applicable periods based on its regularly prepared and publicly available statements of operations prepared in accordance with GAAP, *provided*, with respect to Delta, Total Operating Revenue shall exclude the portion of revenue associated with refinery sales to third parties net of exchange

(C) *Customer Service Performance*

- (1) The “ **Customer Service Performance** ” for Delta shall be measured based on the percentage point improvement in Delta’s average monthly Net Promoter Score (“ **NPS** ”) from the 2015 calendar year to the average monthly NPS over the Performance Period, with (A) Delta’s NPS performance attributable to domestic travel accounting for 60% of the measure and (ii) Delta’s NPS performance attributable to international travel accounting for 40% of the measure. The criteria and methodology used to determine Delta’s NPS is described in a document titled, “‘Net Promoter’ Measuring Customer Satisfaction at Delta,” which was previously reviewed by the Committee. Company management will periodically report to the Company’s Board of Directors regarding Delta’s NPS

(D) *Return on Invested Capital*

- (1) The “ **Return on Invested Capital** ” for Delta shall be calculated by using Delta’s Average Adjusted Total Operating Income and Average Invested Capital for the applicable periods and the following formula (A / B), where

A = Average Adjusted Total Operating Income for 2016, 2017 and 2018, and

B = Average Invested Capital for 2016, 2017 and 2018

- (2) “ **Average Adjusted Total Operating Income** ” means, subject to Section 4(b)(v)(B) below, Delta’s average consolidated operating income for the applicable periods based on its regularly prepared and publicly available statements of operations prepared in accordance with GAAP, but excluding (i) items present in the line item “restructuring and other items” or such similar line item, (ii) mark-to-market adjustments for fuel hedges recorded in periods other than the settlement period, (iii) other special, unusual, or nonrecurring items which are disclosed in publicly available filings with the SEC, and (iv) implied interest in aircraft rent expense, and amortized pension expense related to gains/losses that impact accumulated other comprehensive income (“ **AOCI** ”)
- (3) “ **Average Invested Capital** ” means, subject to Section 4(b)(v)(B) below, Delta’s total invested capital determined based on the average of thirteen calendar quarters

measured from the last calendar quarter preceding the Performance Period, using the following formula, (A+B), where

A = Adjusted Book Value of Equity, and

B = Adjusted Net Debt

- (4) **“Adjusted Book Value of Equity”** for Delta shall be calculated quarterly based on its regularly prepared internal financial statements (i) with an initial starting value for the quarter ending December 31, 2015 (the **“Initial Value”**) equal to the book value of equity determined in accordance with GAAP as of December 31, 2015, but excluding the impact of gains or losses as of December 31, 2015 associated with (1) the cumulative pension and other post-employment retirement benefits net balance recorded in AOCI, (2) the derivative contracts and associated items net balance recorded in AOCI, and (3) the deferred tax asset valuation allowance balance and (ii) using the following formula for each subsequent quarter thereafter, (A+B+C), where

A = The Initial Value,

B = The cumulative amount starting as of January 1, 2016 and ending as of the last day of the applicable calendar quarter of the Company’s pre-tax income determined in accordance with GAAP, but (i) excluding (1) items present in the line item “restructuring and other items” or such similar line item, (2) mark-to-market adjustments for fuel hedges recorded in periods other than the settlement period, and (3) other special, unusual, or nonrecurring items which are disclosed in publicly available filings with the SEC and (ii) including expenses due to amortization of post-employment benefit losses in AOCI that have occurred during the Performance Period, and

C = in the event that the Company pays a dividend or issues or repurchases additional Common Stock for cash during the Performance Period (but excluding the exercise of any employee stock option for cash or any other issuance of Common Stock to employees), (i) the gross cash proceeds of the equity issuance or (ii) the gross cash payments for the equity repurchase or dividends, before adjustment for any applicable fees or charges associated therewith

- (5) **“Adjusted Net Debt”** for Delta shall be calculated quarterly based on its regularly prepared internal financial statements using the following formula (A+B-C), subject to Section 4(b)(v)(B), where

A = Total gross long term debt and capital leases (including current maturities) that reflect Delta’s actual obligations to lenders or lessors, including any adjustments from the book value to reflect premiums or discounts that may be amortizing,

B = Annual aircraft rent expense multiplied by seven, and

C = Unrestricted cash, cash equivalents and short-term investments

(v) **Vesting**

(A) *General* Subject to the terms of the 2007 Performance Plan, the 2016 LTIP, and all other conditions included in any applicable Award Agreement, the Performance Award shall vest, as described in this Section 4(b)(v), as of the end of the Performance Period to the extent that the

Company's actual performance results meet or exceed Threshold level with respect to Average Annual Operating Income Margin, Customer Service Performance and/or Return on Invested Capital, as applicable and as described below. For purposes of Average Annual Operating Income Margin, the Company's performance is compared against the Composite Performance of the Industry Composite Group.

(B) *Committee's Authority* In determining the Average Annual Operating Income Margin for Delta and each member of the Industry Composite Group and the Return on Invested Capital for Delta, the Committee shall make such adjustments with respect to any subject company as is necessary to ensure the results are comparable, including, without limitation, differences in accounting policies, practices, guidelines, reclassifications or restatements (for example, fuel hedging, purchase accounting adjustments associated with mergers, acquisitions or divestitures, or fresh start accounting as a result of emergence from bankruptcy). Without limiting the generality of the foregoing, the Committee shall (i) make such determinations based on financial data filed by the subject company with the U.S. Department of Transportation or otherwise and (ii) exclude from any calculation any item of gain, loss, or expense to be special or unusual in nature or infrequent in occurrence.

(C) *Impact of Certain Events* A company shall be automatically removed from the Industry Composite Group in the event that any of the following occur during or with respect to the Performance Period: (i) such company ceases to maintain or does not timely prepare publicly available statements of operations prepared in accordance with GAAP, (ii) such company is not the surviving entity in any merger, consolidation, or other non-bankruptcy reorganization (or survives only as a subsidiary of an entity other than a previously wholly owned subsidiary of such company), (iii) such company sells, leases, or exchanges all or substantially all of its assets to any other person or entity (other than a previously wholly owned subsidiary of such company), (iv) such company is dissolved and liquidated, or (v) more than 20% of such company's revenues (determined on a consolidated basis based on the regularly prepared and publicly available statements of operations of such company prepared in accordance with GAAP) for any fiscal year of such company are attributable to the operation of businesses other than such company's airline business and such company does not provide publicly available statements of operations with respect to its airline business that are separate from the statements of operations provided with respect to its other businesses.

(D) *Transactions Between Airlines* To the extent reasonably practicable, in the event of a merger, consolidation, or similar transaction during the Performance Period between Delta and any other airline, including a member of the Industry Composite Group, or between any member of the Industry Composite Group and any other airline, including another member of the Industry Composite Group (an "**Airline Merger**"), Average Annual Operating Income Margin for any such company involved in an Airline Merger will be calculated on a combined basis as if the Airline Merger had occurred on January 1, 2016, removing the effects of purchase accounting-related adjustments. Furthermore, to the extent reasonably practicable, in the event of an acquisition or divestiture, or similar transaction during the Performance Period between Delta and any regional carrier or between any member of the Industry Composite Group and any regional carrier (a "**Regional Carrier Transaction**"), Average Annual Operating Income Margin and, as applicable, Return on Invested Capital for any such company involved in a Regional Carrier Transaction will be calculated to remove the impact of any reclassifications of costs from (or to) such company's presentation of contract carrier expense to (or from) the other expense line items on the statement of operations (determined based on the regularly prepared and publicly available statements of operations of such company prepared in accordance with GAAP).

(E) *Vesting/Performance Measures* The payment, if any, a Participant will receive in connection with the vesting of the Performance Award will be based on the following

	Performance Measure			Weighting
	Threshold (50% of Target)	Target (100% of Target)	Maximum (200% of Target)	
Average Annual Operating Income Margin	Composite Performance	0.5% points above Composite Performance	1.5% points above Composite Performance	50%
Customer Service Performance—Domestic	+0% points	+2.4% points	+3.7% points or higher	15%
Customer Service Performance—International	+2.0% points	+4.3% points	+5.7% points or higher	10%
Return on Invested Capital	16.0%	18.0%	20.0% or higher	25%

Any portion of a Performance Award that does not vest at the end of the Performance Period will immediately lapse and become void. Payouts based on the above performance measures will be straight-line interpolated when actual performance results fall above Threshold and below Target or above Target and below Maximum.

(vi) *Timing of Payment* The payout, if any, of any Performance Award that vests under Section 4(b)(v) will be made as soon after the end of the Performance Period as the payment amount can be finally determined, but in no event later than March 15, 2019, unless it is administratively impracticable to do so, and such impracticability was not foreseeable at the end of 2018, in which case such payment shall be made as soon as administratively practicable after March 15, 2019.

(vii) *Accelerated Vesting/Forfeiture upon Termination of Employment* The Performance Awards 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 he or she is 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, the Participant's target Performance Award will be recalculated and will be the result of the following formula (the "**Adjusted Performance Award**"):  $S \times (T - 36)$  where,

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

T = the number of calendar months from January 1, 2016 to the date of such Termination of Employment (rounded up for any partial month)



Thereafter, the Participant will be eligible to receive a payment, if any, in cash based on the Adjusted Performance Award which will vest and become payable under Section 4(b)(v) 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 December 31, 2018, the Participant will immediately forfeit any unpaid portion of 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 (other than for Good Reason or Retirement) on or after January 1, 2019, subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company, the Participant will remain eligible for any unpaid Performance Award, which award will vest and become payable under Section 4(b)(v) in the same manner and to the same extent as if the Participant's employment had continued

(C) *Retirement* Subject to Section 4(b)(vii)(F) below, upon a Participant's Termination of Employment due to Retirement, subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company, the Participant's target Performance Award will be recalculated in accordance with the formula set forth in Section 4(b)(vii)(A) above. Thereafter, the Participant will be eligible to receive a payment, if any, in cash based on the Adjusted Performance Award which will vest and become payable under Section 4(b)(v) 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 in cash 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 the 2016 LTIP 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 the 2016 LTIP, the Participant's employment shall be considered to have been terminated by the Company for Cause

(viii) *Change in Control* Notwithstanding the forgoing and subject to Section 5 below, 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 he or she is 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 waiver and release of claims in a form and manner satisfactory to the Company, the Participant's outstanding Performance Award shall 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 who 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

(c) **Restricted Stock Units**

(i) **Award Grant** A Participant may receive Restricted Stock Units as specified in the Participant's Award Agreement (the "RSU")

(ii) **Grant Date** The Grant Date of the RSUs will be determined in accordance with the Company's Equity Award Grant Policy, as in effect from time to time, and set forth in the Participant's Award Agreement

(iii) **Risk of Forfeiture** Until an RSU becomes vested, a Participant will not be permitted to sell, exchange, assign, transfer or otherwise dispose of the RSU and the RSU will be subject to forfeiture as set forth below

(iv) **Vesting** Subject to the terms of 2007 Performance Plan and the 2016 LTIP, the RSUs will vest with respect to one-third of the RSUs on each of the following dates (A) February 1, 2017 (" **First RSU Installment** "), (B) February 1, 2018 (" **Second RSU Installment** ") and (C) February 1, 2019 (" **Third RSU Installment** ") <sup>4</sup>

As soon as practicable after any RSUs become vested, the Company shall pay to Participant in cash a lump sum amount equal to the number of RSUs vesting multiplied by the closing price of a Share of Common Stock on the New York Stock Exchange on the vesting date or, if the Common Stock was not traded on the New York Stock Exchange on the vesting date, the last date prior to the vesting date that the Common Stock was traded on the New York Stock Exchange

(v) **Accelerated Vesting, Forfeiture** The RSUs and the vesting provisions set forth in this Section 4(c) 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 he or she is 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 number of RSUs equal to the Pro Rata RSU Portion will become immediately vested as of the date of such Termination of Employment. Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, any unvested RSUs, other than the Pro Rata RSU Portion, shall be immediately forfeited

---

<sup>4</sup> The number of RSUs subject to each RSU Installment will be equal to the total number of RSUs divided by three *provided* that if this formula results in any fractional RSU allocation to any RSU Installment, the number of RSUs in the First RSU Installment and if necessary the Second RSU Installment will be increased so that only full RSUs are covered by each RSU Installment. For example, if an RSU Award covers 1,000 RSUs, the RSU will vest with respect to 334 RSUs under the First RSU Installment and 333 RSUs under each of the Second and Third RSU Installments

“ **Pro Rata RSU Portion** ” means, with respect to any RSU Installment that is not vested at the time of a Participant’s Termination of Employment, the number of RSUs covered by such RSU Installment multiplied by a fraction (i) the numerator of which is the number of calendar months <sup>5</sup> 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 twelve (12) for the First RSU Installment, twenty-four (24) for the Second RSU Installment and thirty-six (36) for the Third RSU Installment <sup>6</sup>

(B) *Voluntary Resignation* Upon a Participant’s Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement), any unvested portion of the RSUs shall be immediately forfeited

(C) *Retirement* Subject to Section 4(c)(v)(F) below, upon a Participant’s Termination of Employment by reason of Retirement, with respect to any RSU Installment that is not then vested, subject to the Participant’s execution of a waiver and release of claims in a form and manner satisfactory to the Company, a number of RSUs equal to the Pro Rata RSU Portion will become immediately vested as of the date of such Termination of Employment. Pro Rata RSU Portion has the meaning set forth in Section 4(c)(v)(A) above. Upon a Participant’s Termination of Employment by reason of Retirement, any unvested RSUs, other than the Pro Rata RSU Portion, shall be immediately forfeited

(D) *Death or Disability* Upon a Participant’s Termination of Employment due to death or Disability, all unvested RSUs will immediately vest 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 unvested portion of the RSUs 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 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

(vi) *Change in Control* Notwithstanding the foregoing and subject to Section 5 below, 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 he or she is 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 waiver and release of claims in a form and manner satisfactory to the Company, any unvested portion of the RSUs will immediately vest as of the date of such Termination of Employment

---

<sup>5</sup> For purposes of the 2016 LTIP, 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, 2016 will elapse as of February 29, 2016, two months will elapse on March 31, 2016, and so on

<sup>6</sup> If this formula results in any fractional RSUs, the Pro Rata RSU Portion will be rounded up to the nearest whole RSU

(vii) Dividend Equivalents. In the event a cash dividend shall be paid with respect to Shares at a time the RSUs have not vested, the Participant shall be eligible to receive, upon the vesting of the RSUs, a cash payment equal to the amount of the cash dividend per Share multiplied by the number of RSUs held by the Participant. The vesting provisions under Section 4(c)(iv) above shall apply to any such dividend equivalent.

**(d) Stock Option**

(i) Award Grant. A Participant may receive a Non-Qualified Stock Option covering the number of Shares as specified in the Participant's Award Agreement (the "Option").

(ii) Grant Date. The Grant Date of the Option will be determined by the Committee in accordance with the Company's Equity Award Grant Policy, as in effect from time to time, and set forth in a Participant's Award Agreement.

(iii) Exercise Price. The exercise price of the Option is the closing price of a Share on the New York Stock Exchange on the Grant Date.

(iv) Exercise Period/Performance Measures. Subject to the terms of the 2007 Performance Plan and the 2016 LTIP, an Option shall

(A) vest and become exercisable upon the achievement of either of the following two performance measures in the proportion and on the dates (each an "Option Installment Vesting Date") set forth below:

(1) If there is a payout under the Company's broad-based employee profit sharing program for ground and flight attendant employees (the "Profit Sharing Program") for 2016, the Option shall vest and become exercisable with respect to one-third of the Shares on each of the following dates: (I) February 1, 2017 (the "First Option Installment"), (II) February 1, 2018 (the "Second Option Installment") and (III) February 1, 2019 (the "Third Option Installment"), or

(2) If there is no payout under the Profit Sharing Program for 2016, but there is a payout under the Profit Sharing Program for 2017, the Option shall vest and become exercisable with respect to (I) the First and Second Option Installments on February 1, 2018 and (II) the Third Option Installment on February 1, 2019, and

(B) be exercisable through and including the day immediately preceding the tenth anniversary of the Grant Date (the "Expiration Date").

In the event there is no Profit Sharing Program payout for either 2016 or 2017, the Option shall be immediately forfeited (regardless of whether there is a Profit Sharing Program payout for 2018).

(v) Change in Exercisability and Exercise Period upon Termination of Employment. The exercisability of the Option and the exercise period set forth in Section 4(d)(iv) 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 he or she is 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, the Pro Rata Option Portion of any Option Installment that is not exercisable at the time of such

Termination of Employment (1) will vest and become exercisable, if applicable, under Section 4(d)(iv) above in the same manner and to the same extent as if the Participant's employment had continued and (2) the entire then exercisable portion of the Option, as applicable, shall be exercisable during the period (I) beginning on the applicable Option Installment Vesting Date and (II) ending on the earlier of (x) the later of the third anniversary of (i) such Termination of Employment or (ii) the applicable Option Installment Vesting Date or (y) the Expiration Date. Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, any portion of the Option that is not exercisable at the time of such Termination of Employment, other than the Pro Rata Option Portion, shall be immediately forfeited.

**" Pro Rata Option Portion "** means, with respect to any Option Installment that is not exercisable at the time of a Participant's Termination of Employment, the number of Shares covered by such Option Installment multiplied by a fraction (i) the numerator of which is the number of calendar months 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 twelve (12) for the First Option Installment, twenty-four (24) for the Second Option Installment, and thirty-six (36) for the Third Option Installment.<sup>7</sup>

(B) *Voluntary Resignation* Upon a Participant's Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement) (1) any portion of the Option that is not exercisable at the time of such Termination of Employment shall be immediately forfeited and (2) any portion of the Option that is exercisable at the time of such Termination of Employment shall remain exercisable until the earlier of (I) 90 days after such Termination of Employment or (II) the Expiration Date.

(C) *Retirement* Subject to Section 4(d)(v)(F) below, upon a Participant's Termination of Employment by reason of Retirement, subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company, the Pro Rata Option Portion of any Option Installment that is not exercisable at the time of such Termination of Employment (1) will vest and become exercisable, if applicable, under Section 4(d)(iv) above in the same manner and to the same extent as if the Participant's employment had continued and (2) the entire then exercisable portion of the Option shall be exercisable during the period (I) beginning on the applicable Option Installment Vesting Date and (II) ending on the earlier of (x) the later of the third anniversary of (i) such Termination of Employment or (ii) the applicable Option Installment Vesting Date or (y) the Expiration Date. Pro Rata Option Portion has the meaning set forth in Section 2(a) above. Upon the Participant's Termination of Employment by reason of Retirement, any portion of the Option that is not exercisable at the time of such termination, other than the Pro Rata Option Portion, shall be immediately forfeited.

(D) *Death or Disability* Upon a Participant's Termination of Employment due to death or Disability, any Option Installment that is not exercisable at the time of such Termination of Employment shall vest and become exercisable and the then exercisable portion of the Option shall be exercisable during the period (1) beginning on the date of such Termination of Employment and (2) ending on the earlier of (I) the third anniversary of such Termination of Employment or (II) the Expiration Date.

---

<sup>7</sup> If this formula results in any fractional Share, the Pro Rata Option Portion will be rounded up to the nearest whole Share.

(E) *For Cause* Upon a Participant's Termination of Employment by the Company for Cause, any unexercised portion of the Option shall be immediately forfeited, including any portion that was then exercisable

(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 the 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 the 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 5 below, 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 he or she is 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 waiver and release of claims in a form and manner satisfactory to the Company, any Option Installment that is not exercisable at the time of such Termination of Employment shall vest and become exercisable, and the entire then exercisable portion of the Option shall be exercisable during the period (1) beginning on the date of such Termination of Employment and (2) ending on the earlier of (I) the third anniversary of such Termination of Employment or (II) the Expiration Date

**5 Potential Reduction in Payments Due to Excise Tax.** In the event that a Participant becomes entitled to benefits under the 2016 LTIP, 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 2009 Delta Air Lines, Inc. Officer and Director Severance Plan, which relates to the excise tax under Section 4999 of the Code

**6. Definitions.** For purposes of the 2016 LTIP, the following definitions are hereby modified as set forth below and will apply in lieu of the definitions set forth in the 2007 Performance Plan or as modified, as applicable

(a) For purposes of the 2016 LTIP, "**Good Reason**" shall have the meaning set forth in the 2007 Performance Plan except the following will be ignored for purposes of determining whether a Participant has suffered a reduction that constitutes Good Reason under the 2016 LTIP: (i) any long-term award made to a Participant under the 2007 Performance Plan, (ii) any other equity-based awards or other incentive compensation awards made to a Participant by Delta (or any Affiliate or former Affiliate), and (iii) any retention payment or special travel benefits provided to a Participant as a result of his or her initial employment with Delta or any Affiliate

(b) For purposes of the 2016 LTIP, "**Retirement**" means a Termination of Employment (other than for Cause or death) either: (i) on or after a Participant's 62<sup>nd</sup> birthday provided that such Participant has completed at least 5 years' service since his or her most recent hire date with the Company (or an Affiliate or former Affiliate) or (ii) on or after a Participant's 52<sup>nd</sup> birthday provided that such Participant has completed at least 10 years' service since his or her most recent hire date with the Company (or an Affiliate or former Affiliate)

**7. Clawback.** Notwithstanding anything to the contrary in the 2016 LTIP and subject to further amendment of this Section 7 to the extent required to be in compliance with any applicable law or regulations or Delta's internal clawback policy, as it may be amended from time to time, if the Committee determines that a vice president or more

senior officer Participant has 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 SEC, the Committee will review all incentive compensation awarded to or earned by the Participant, including, without limitation, any Award under the 2016 LTIP, with respect to fiscal periods materially affected by the restatement and may recover from the Participant all such incentive compensation to the extent that 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.

**8. 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 this Plan, (a) any payment or benefit to which a Participant is eligible under the 2016 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 2016 LTIP may be adjusted, in such manner as to comply with Section 409A and maintain the intent of the 2016 LTIP to the maximum extent possible. More specifically, to the extent any payment provided to a Participant under the 2016 LTIP constitutes non excepted deferred compensation under Section 409A and the Participant is at the time of his termination of employment considered to be a "specified employee" pursuant to the Company's policy for determining such employees, the payment of any such non excepted amount and the provision of such non excepted benefits will be delayed for six months following the Participant's separation from service. Notwithstanding the foregoing, Delta shall not have any liability to any Participant or any other person if any payment 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.

**DELTA AIR LINES, INC.**  
**2016 MANAGEMENT INCENTIVE PLAN**

**1. Purpose** The 2016 Management Incentive Plan (the “**MIP**”) is an annual incentive program sponsored by Delta Air Lines, Inc (“**Delta**” or the “**Company**”) that is intended to closely (a) link pay and performance by providing management employees with a compensation opportunity based on Delta achieving key business plan goals in 2016 and (b) align the interests of management employees with the Company’s other employees and stakeholders. The MIP is being adopted under, and is subject to the terms of, the Delta Air Lines, Inc. 2007 Performance Compensation Plan (the “**2007 Plan**”). Capitalized terms that are used but not defined in the MIP shall have the meaning ascribed to them in the 2007 Plan.

**2. Plan Administration.** (a) The Personnel & Compensation Committee of the Board of Directors (the “**Committee**”) shall be responsible for the general administration and interpretation of the MIP and for carrying out its provisions. The Committee shall have such powers as may be necessary to discharge its duties hereunder, including, without limitation, the following powers and duties, but subject to the terms of the MIP:

(i) authority to construe and interpret the terms of the MIP, and to determine eligibility, awards and the amount, manner and time of payment of any awards hereunder,

(ii) authority to prescribe forms and procedures for purposes of MIP participation and distribution of awards,

(iii) authority to adopt rules and regulations and to take such actions as it deems necessary or desirable for the proper administration of the MIP, which authority may be delegated to the Company’s Chief Human Resources Officer, and

(iv) authority at any time prior to a Change in Control to eliminate or reduce the actual payout to any Participant in the MIP.

(b) Any rule or decision by the Committee that is not inconsistent with the provisions of the MIP shall be conclusive and binding on all persons, and shall be given the maximum deference permitted by law.

(c) Notwithstanding anything contained in the 2007 Plan to the contrary, the Committee shall not have the authority to increase the actual payout to any Participant in the MIP.

**3. Eligibility.** All Delta employees worldwide who are officers, managing directors (grade 13), directors (grade 12), general managers (grade 11), grade 10 or grade 8 (other than employees who participate in a sales incentive plan or other major functional incentive plan, as may be in effect from time to time) are eligible to participate in the MIP (“**Participants**”).

**4. MIP Awards.**

(a) *General.* The MIP award (the “**MIP Award**”) each Participant receives, if any, will be based on (i) the Participant’s Target MIP Award, as defined below, (ii) the level of achievement within each applicable performance measure, and (iii) the occurrence of a payout for 2016 under the Company’s broad-based employee profit sharing program for ground and flight attendant employees (the “**Profit Sharing Program**”), as described below. Certain additional requirements will apply to any Participant who is employed by the Company as an executive vice president or more senior officer of the Company (“**Executive Officer Participant**”), as discussed in Section 7(b) below.

(b) *Performance Measures.* The performance measures used will be one or more of financial (“**Financial Performance**”), operational (“**Operational Performance**”), revenue (“**Revenue Performance**”), leadership effectiveness (“**Leadership Effectiveness Performance**”) and individual performance (“**Individual Performance**”). Achievement under each performance measure may range from below threshold, at which there is no payout, to the maximum performance level, at which the payout will be greater than the target level, subject to Section 4(c) below.



(c) *Interaction with Profit Sharing Program and Individual Performance Measure* If there is no payout under the Profit Sharing Program for 2016, (i) no amount will be paid with respect to Financial Performance to any Participant regardless of whether Delta meets or exceeds that performance measure and (ii) for general manager level (grade 11) Participants and above, the actual MIP Award, if any, will not exceed such Participant's Target MIP Award (as defined below) In addition, if a Participant's performance under the Individual Performance Measure (applicable to Participants who are not officers) is not satisfactory, no amount will be paid with respect to Financial Performance, Operational Performance and/or Revenue Performance to such Participant regardless of whether Delta meets or exceeds those performance measures

(d) *Target MIP Awards* The Target MIP Award for each Participant will be expressed as a percentage of the Participant's Annual Base Salary (the "Target MIP Award") as determined by the Committee and will be communicated to Participants in such manner as the Committee deems appropriate Subject to Section 8 below, "Annual Base Salary" means the Participant's 2016 annual base salary as in effect on December 31, 2016

5. **Weighting of Performance Measures.** Subject to Section 8 below, a percentage of each Participant's Target MIP Award is allocated to one or more of Financial Performance, Operational Performance, Revenue Performance, Leadership Effectiveness Performance and/or Individual Performance based on the Participant's employment level, as follows

Performance Measures and Weightings					
Employment Level	% of Target MIP Award allocated to Financial Performance	% of Target MIP Award allocated to Operational Performance	% of Target MIP Award Allocated to Revenue Performance	% of Target MIP Award allocated to Leadership Effectiveness Performance	% of Target MIP Award allocated to Individual Performance
CEO	50%	25%	25%	0%	0%
President	50%	25%	25%	0%	0%
EVP	50%	25%	25%	0%	0%
CIO and SVP – Supply Chain Management	50%	25%	25%	0%	0%
SVP	50%	25%	15%	10%	0%
VP	50%	25%	15%	10%	0%
Managing Director (Grade 13)	35%	15%	10%	0%	40%
Director (Grade 12)	35%	15%	10%	0%	40%
General Manager (Grade 11)	25%	15%	10%	0%	50%
Grade 10	0%	0%	0%	0%	100%
Grade 8	0%	0%	0%	0%	100%

6. **The Performance Measures—Threshold, Target and Maximum Payout Levels.** The Target MIP Award, and the amounts paid in connection with target levels of Financial, Operational, Revenue, Leadership Effectiveness and Individual Performance, are based on the achievement of the target performance level with respect to each applicable performance measure (except that Financial Performance also requires a payout under the Profit Sharing Program for 2016) A Participant's actual MIP Award may be greater or less than the target amount based on whether performance under one or more of the performance measures applicable to the Participant exceeds or is below target performance, subject to Section 4(c) above This is explained in more detail below

(a) *Financial Performance Measures* The Financial Performance measures for 2016 are based on Delta's Pre-Tax Income, as defined below. The following table describes the performance ranges and award payout levels for 2016 Financial Performance, subject to Section 4(c) above.

	Threshold	Target	Maximum
% of Target Financial Performance Measure Paid	50%	100%	200%
Required 2016 Pre-Tax Income	\$6,220 Million	\$7,454 Million	\$8,078 Million

Payouts will be straight-line interpolated when Pre-Tax Income results fall above Threshold and below Target or above Target and below Maximum.

"Pre-Tax Income" will be the amount of Pre-Tax Income, if any, determined under the Profit Sharing Program for 2016.<sup>1</sup>

(b) *Operational Performance Measures* The Operational Performance measures for 2016 are based on both Delta and Delta Connection operational performance, with (i) Delta's operational performance accounting for 75% of the measure and (ii) Delta Connection performance accounting for 25% of the measure. Delta's Operational Performance is based on the number of times during 2016 that Delta meets or exceeds its monthly goals under the broad-based employee shared rewards program (the "Shared Rewards Program"). Delta Connection's Operational Performance is based on the number of times during 2016 that the Delta Connection carriers meet or exceed their monthly operational goals for (x) completion factor and (y) on-time performance (the "Delta Connection Goals"). The Delta Connection Goals and the methodology for determining whether these goals are met are described in Exhibit A hereto. The following table describes the performance ranges and award payout levels for 2016 Operational Performance, subject to Section 4(c) above.

	Below Threshold	Threshold	Target	Maximum
<b>Shared Rewards Program</b>				
% of Target Payout for this Performance Measure (75% Weighting)	0%	37.50%	75%	150%
Number of monthly Shared Rewards Program goals actually met during 2016	15 or less	16	21	26 or more
<b>Delta Connection Goals</b>				
% of Target Payout for this Performance Measure (25% Weighting)	0%	12.50%	25%	50%
Number of Delta Connection Goals actually met during 2016	8 or less	9	14	19 or more

Payouts based on the Shared Rewards Program and Delta Connection Goals will be straight-line interpolated when actual performance results fall above Threshold and below Target or above Target and below Maximum.

<sup>1</sup> The Profit Sharing Program for 2016 defines "Pre-Tax Income" as follows: for any calendar year, the Company's consolidated pre-tax income calculated in accordance with Generally Accepted Accounting Principles in the United States ("GAAP") and as reported in the Company's public securities filings, but excluding: (a) all asset write-downs related to long-term assets, (b) gains or losses with respect to special, unusual or nonrecurring items, and (c) expense accrued with respect to any employee profit sharing plan, program or similar arrangement, including, without limitation, the Profit Sharing Program and the Delta Air Lines, Inc. Annual Profit Sharing Plan.

(c) *Revenue Performance Measures* The Revenue Performance measures for 2016 will be measured based on the comparison of Delta's TRASM for the 2016 calendar year over the 2015 calendar year relative to the Industry Group Average TRASM for the 2016 calendar year over the 2015 calendar year. The following table describes the performance ranges and award payout levels for 2016 Revenue Performance, subject to Section 4(c) above

	Threshold	Target	Maximum
% of Target Revenue Performance Measure Paid	50%	100%	200%
Delta's 2016 TRASM over 2015 TRASM relative to Industry Group Average TRASM for the same period	2015 TRASM minus 1.0% points	2015 TRASM	2015 TRASM plus 1.0% points or more

Payouts based on Revenue Performance will be straight-line interpolated when actual performance results fall above Threshold and below Target or above Target and below Maximum, *provided, however*, if 2016 Financial Performance equals or exceeds the Maximum performance level, payouts based on Revenue Performance will not be less than the Target amount regardless of whether the actual performance results fall below Target

" **Available Seat Mile** " means the consolidated scheduled and non-scheduled total number of seats available for transporting passengers during a reporting period multiplied by the total number of miles flown during that period

" **Industry Group** " means Alaska Air Group, Inc., American Airlines Group, Inc., JetBlue Airways Corporation, Southwest Airlines Co., and United Continental Holdings, Inc.

" **Industry Group Average TRASM** " means the aggregate Total Operating Revenue for all members of the Industry Group divided by the aggregate Available Seat Miles of all members of the Industry Group

" **Total Operating Revenue** " means, for Delta and each member of the Industry Group, the applicable company's total operating revenue for a calendar year based on its regularly prepared and publicly available statements of operations prepared in accordance with GAAP, *provided*, with respect to Delta, Total Operating Revenue shall exclude the portion of revenue associated with refinery sales to third parties net of exchange

In determining the Total Operating Revenue for Delta and each member of the Industry Group, the Committee shall make such adjustments with respect to any subject company as is necessary to ensure the results are comparable, including, without limitation, differences in accounting policies (for example, non-recurring adjustments to deferred revenue resulting from (i) initial application of accounting policies, (ii) the application of accounting policies to materially modified contracts, or (iii) significant accounting estimate changes associated with mergers, acquisitions, divestitures or fresh start accounting as a result of emergence from bankruptcy). Without limiting the generality of the foregoing, the Committee shall (i) make such determinations based on publicly audited financial statements filed by the subject company with the U.S. Securities and Exchange Commission and (ii) exclude from any calculation any item of gain, loss or expense to be special or unusual in nature or infrequent in occurrence

" **TRASM** " means Total Operating Revenue divided by Available Seat Miles

(d) *Leadership Effectiveness Performance Measure* The Leadership Effectiveness Performance measure (applicable to Participants who are vice presidents or senior vice presidents) for 2016 will be based on an evaluation of whether a Participant has demonstrated leadership attributes and results during 2016 including, among other things, supporting diversity, providing talent management, meeting financial budget, improving employee engagement, and being a role model for the Rules of the Road. The performance ranges and award payout levels will be determined by the Committee, subject to Section 4(c) above

(e) *Individual Performance Measure* The Individual Performance measure (applicable to Participants who are not officers) is generally determined by each Participant's performance evaluation at the end of 2016. The performance ranges and award payout levels will be determined by the Committee, subject to Section 4(c) above

## 7. Timing of Award Payments

(a) *In General* Subject to Sections 7(b) and 8(a) below, any payouts to a Participant under the MIP for 2016 will be made in cash, as soon as practicable after (i) the Committee certifies the achievement of the required Financial Performance, Operational Performance and Revenue Performance results and (ii) where applicable, Leadership Effectiveness Performance results have been determined and individual performance has been evaluated, but in no event later than March 15, 2017, unless it is administratively impracticable to do so, and such impracticability was unforeseeable at the end of 2016, in which case such payment shall be made as soon as administratively practicable after March 15, 2017. Further, unless a payout for 2016 under the Profit Sharing Program occurs after March 15, 2017, any payout under the 2016 MIP will not be made prior to a payout for 2016 under the Profit Sharing Program, *provided, however*, if it is determined there will be no payout for 2016 under the Profit Sharing Program, any MIP Awards that are payable based on Operational Performance, Revenue Performance, Leadership Effectiveness Performance or Individual Performance will be paid as soon as practicable thereafter, but in no event later than March 15, 2017, unless it is administratively impracticable to do so, and such impracticability was unforeseeable at the end of 2016 in which case such payment shall be made as soon as administratively practicable after March 15, 2017.

(b) *Executive Officer Participants* Payouts under the MIP to Participants who, as of December 31, 2016, are Executive Officer Participants (as such term is defined in Section 4(a) above) will be subject to the following terms and conditions

(i) Payment in Restricted Stock. If there is no payout under the Profit Sharing Program for 2016, any payout under the MIP to an Executive Officer Participant will be made in shares of Restricted Stock rather than in cash, with the number of shares of Restricted Stock being equal to the result of the following formula (“**MIP Restricted Stock**”)  $A - B$ , where <sup>2</sup>

A = the amount of the payout to the Executive Officer Participant under the MIP had the payout been made in cash, and

B = the closing price of a Share on the New York Stock Exchange on the later of (1) the date that the Committee approves the payouts, if any, to the Executive Officer Participants under the MIP following the Committee's certification of the achievement of the required performance measures as described in Section 7(a) and (2) the third business day following the date on which the Company publicly announces its annual financial results if this date is scheduled in the same month that the Committee approves such payouts, if any

(ii) Lapsing of Restrictions, Forfeiture. Until the restrictions imposed by this Section 7(b)(ii) (the “**Restrictions**”) have lapsed pursuant to the terms below, an Executive Officer Participant will not be permitted to sell, exchange, assign, transfer or otherwise dispose of the MIP Restricted Stock and the MIP Restricted Stock will be subject to forfeiture as set forth below

(A) The Restrictions shall lapse and be of no further force or effect on the earlier of the date (1) there is a payout under the Profit Sharing Program unless, prior to such payout, the Executive Officer Participant incurs a Disqualifying Termination of Employment or (2) an Executive Officer Participant incurs a Qualifying Termination of Employment. The MIP Restricted Stock will be immediately forfeited if, prior to the lapsing of the Restrictions, the Executive Officer Participant incurs a Disqualifying Termination of Employment

(B) “**Disqualifying Termination of Employment**” means an Executive Officer Participant's Termination of Employment by the Company for Cause

---

<sup>2</sup> If this formula results in any fractional share, the MIP Restricted Stock will be rounded up to the next highest ten shares

(C) “ **Qualifying Termination of Employment** ” means an Executive Officer Participant’s Termination of Employment (1) by the Company without Cause or (2) due to death or Disability

(D) For purposes of this Section 7(b)(ii), if an Executive Officer Participant incurs a Termination of Employment by reason of (1) a voluntary resignation (including the Termination of Employment by the Participant if he or she is employed by an Affiliate at the time the Company sells or otherwise divests itself of such Affiliate) or (2) Retirement, the Restrictions shall lapse and be of no further force or effect on the date there is a payout under the Profit Sharing Program as if such Executive Officer Participant’s employment had continued through such date

(E) For purposes of the MIP, “ **Retirement** ” means a Termination of Employment (other than for Cause or death) either (1) on or after a Participant’s 62<sup>nd</sup> birthday provided that such Participant has completed at least 5 years service since his or her most recent hire date with the Company (or an Affiliate or former Affiliate) or (2) on or after a Participant’s 52<sup>nd</sup> birthday provided that such Participant has completed at least 10 years service since his or her most recent hire date with the Company (or an Affiliate or former Affiliate)

(iii) Dividends. In the event a cash dividend shall be paid in respect of Shares at a time the Restrictions on the MIP 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

(iv) 2007 Plan, Written Notice. The MIP Restricted Stock will otherwise be subject to the terms of the 2007 Plan. In the event any Executive Officer Participant’s MIP Award is converted to MIP Restricted Stock, such Participant will receive a written notice of such conversion with the details thereof as soon as practicable after the MIP payment date

## 8. Change in Employment Status.

### (a) Termination of Employment.

(i) *A Termination Event in 2016—General* Except as expressly set forth in this Section 8, in the event a Participant’s employment with Delta terminates for any reason prior to the end of the workday on December 31, 2016, such Participant will be ineligible for any award under the MIP. In other words, if a Participant is employed according to Company records through the end of the workday on December 31, 2016, the Participant will be eligible for any award earned under the MIP for 2016, including, if applicable, MIP Restricted Stock

(ii) *Termination on or after January 1, 2017* Subject to Section 7(b) above, a Participant who incurs a Termination of Employment for any reason other than for Cause on or after January 1, 2017 will remain eligible for any unpaid MIP Award, which award will be paid according to the terms of Section 7(a) above. A Participant who is terminated by the Company for Cause on or after January 1, 2017 will forfeit any unpaid MIP Award

### (iii) Pro Rata MIP Payment

(A) *Disability or Retirement* This Section 8(a)(iii)(A) applies to any Participant who incurs a Termination of Employment prior to January 1, 2017 due to the Participant’s Disability or Retirement (as such term is defined in Section 7(b)(ii)(E)). Subject to the Participant’s execution of a waiver and release of claims in a form and manner satisfactory to the Company, such Participant will be eligible to receive a MIP Award based on an adjusted annual base salary amount, but otherwise in the same manner, to the same extent and at the same time as the Participant would have received such MIP Award if such Participant’s employment had continued through December 31, 2016 ( *i.e.* , based on achievement of applicable performance measures). The most recent performance evaluation prior

to the Termination of Employment will generally apply to the Individual Performance measure, if any, applicable to the Participant. The Participant's Annual Base Salary will be the result of the following formula  $X \times Y/12$ , where

$X$  = the Participant's annual base salary as in effect as of the date of Termination of Employment, and

$Y$  = the number of calendar months the Participant was actively employed by Delta during 2016 in a MIP-eligible position, rounded up for any partial month<sup>3</sup>

(B) *Termination of Employment Without Cause or Resulting in Benefits under the Severance Plans* This Section 8(a)(iii)(B) applies to any Participant who incurs a Termination of Employment prior to January 1, 2017 due to either (1) a Termination of Employment by the Company without Cause or (2) for any other reason that entitles such Participant to benefits under the Delta Air Lines, Inc. 2009 Officer and Director Severance Plan or any other Company-sponsored severance plan in which a Participant is eligible to participate (the "**Severance Plans**"). Subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company, such Participant will be eligible to receive a MIP Award based on an adjusted annual base salary amount, but otherwise in the same manner, to the same extent and at the same time as the Participant would have received such MIP Award if such Participant's employment had continued through December 31, 2016 (i.e., based on achievement of applicable performance measures). The Participant's Annual Base Salary will be determined in accordance with the formula set forth in Section 8(a)(iii)(A) above.

(C) *Death* This Section 8(a)(iii)(C) applies to any Participant who incurs a Termination of Employment prior to January 1, 2017 due to the Participant's death. The Participant's estate will be eligible to receive a Pro Rata MIP Payment made in cash as soon as practicable after a Participant's Termination of Employment, but in no event later than 2½ months following the end of the year in which the Termination of Employment occurs. "**Pro Rata MIP Payment**" means the result of the following formula  $W \times Z/12$ , where

$W$  = the Participant's Target MIP Award, and

$Z$  = the number of calendar months the Participant was actively employed by Delta during 2016 in a MIP-eligible position, rounded up for any partial month

(b) **Other Changes in Employment Status.** The terms of this Section 8(b) shall apply to circumstances involving new hires, promotions, demotions, transfers or leaves of absence during 2016. After a Participant's Target MIP Award is determined under this Section 8(b), the appropriate weighting of performance measures will apply to each portion of such Target MIP Award as set forth in Section 5 above. For partial calendar months, the change in employment status will be considered effective as of the 1<sup>st</sup> day of the month in which there is a change in status, *provided, however*, in the event that a Participant was (i) on a disability leave of absence for a period of less than one calendar month during 2016 and (ii) actively at work for at least one full day during such calendar month, the Participant will be deemed to have been actively employed in a MIP-eligible position for the entire calendar month. The end of year performance evaluation will apply to any Individual Performance measure applicable to the Participant unless the Participant is no longer subject to the such evaluation process after the change in employment status, in which case the most recent performance evaluation will apply. Any MIP Awards payable under this Section 8(b) will be paid at the same time and in the same manner as such awards are paid to active Participants, subject to Section 7(b) above.

---

<sup>3</sup> For purposes of the MIP, 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, 2016 will elapse as of February 29, 2016; two months will elapse on March 31, 2016, and so on.

(i) *New Hires* With respect to any individual who becomes employed by Delta as a grade 8 or any more senior MIP-eligible position during 2016 but after January 1, 2016, such individual will be a Participant in the MIP and will be eligible to receive an award under the MIP for 2016, *provided*, that such Participant's Annual Base Salary will be the result of the following formula  $X \times Y/12$ , where

X = the Participant's annual base salary as of December 31, 2016, and

Y = the number of calendar months the Participant was actively employed by Delta in a MIP-eligible position during 2016, rounded up for any partial month

(ii) *Promotions* Participants who are either promoted into a MIP-eligible job level or promoted into a higher level of MIP participation during 2016 will have their Target MIP Award calculated based on their annual base salary at each MIP-eligible job level (measured as of the date immediately prior to the date the promotion is considered effective for purposes of the MIP, if applicable, as described in the first paragraph of Section 8(b) above, and as of December 31, 2016) and the number of calendar months they were employed in each such capacity, multiplied by the relevant total target award percentage applicable to their position or positions during the relevant period

(iii) *Demotions* Participants who are either demoted to a position that is not eligible to participate in the MIP or demoted to a lower level of MIP participation during 2016 will have their Target MIP Award calculated based on their annual base salary at each MIP-eligible job level (measured as of the date immediately prior to the date the demotion is considered effective for purposes of the MIP, as described in the first paragraph of Section 8(b) above, and, if applicable, as of December 31, 2016) and the number of calendar months they were employed in each such capacity, multiplied by the relevant total target award percentage applicable to their position or positions during the relevant period

(iv) *Transfers and Leaves of Absence* In the event that during 2016 a Participant (A) transfers employment from Delta to a Delta subsidiary or Affiliate that does not participate in the MIP or (B) goes on any type of leave at any time during 2016, the Participant will have his Target MIP Award calculated, subject to Section 8(b)(v), based on his annual base salary (measured as of the date immediately prior to the date the transfer or leave is considered effective for purposes of the MIP) and the number of calendar months he was actively employed in a MIP-eligible position during 2016, multiplied by the relevant total target award percentage applicable to his MIP-eligible position

(v) *Military Leave* In the event that at any time during 2016 a Participant is on a Military Leave of Absence, his or her Annual Base Salary shall be equal to the aggregate annual base salary the Participant received from Delta during 2016 plus any amount of base salary such Participant would have received had he or she been actively employed by Delta in any corresponding MIP-eligible position during such leave. "**Military Leave of Absence**" means a Participant's absence from his or her position of employment at any time during 2016 because of service in the uniformed services, as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("**USERRA**"), *provided*, that a Participant must provide the Company appropriate evidence that his or her absence was due to service in the uniformed services and the period of such service in order to be considered to be on a Military Leave of Absence for purposes of the MIP. For purposes of the MIP, any Participant who is absent due to military service (according to Delta's records) as of December 31, 2016 and has been on such leave for a cumulative period (during the period he or she has been employed by Delta) of five years or less, will be presumed to be on a Military Leave of Absence. Any Participant who is similarly absent due to military service (based on Delta's records) and who has been on such leave for a period of more than five years will not be considered to be on a Military Leave of Absence until he or she provides appropriate evidence that he or she is entitled to an exception to the five-year limit on uniformed service as set forth in USERRA.

**9 Treatment of Payments Under Benefit Plans or Programs.** MIP payments, which for an Executive Officer Participant who receives MIP Restricted Stock means the amount of the payout to the Executive Officer Participant under the MIP had the payout been made in cash, will be considered as earnings under any benefit plan or program sponsored by Delta only to the extent such payments are included as earnings under the terms of the specific plan or program, *provided, however*, that any MIP payment made to an Executive Officer Participant in MIP Restricted Stock will be considered as earnings only for purposes of the Company's restoration payment program, as in effect from time to time. If such payments are included, unless otherwise provided in such plan or program, participants will be eligible to contribute amounts paid under the MIP into such plans in the same manner and to the same extent as their ordinary compensation and any amounts so contributed will be subject to any applicable Company contributions and/or matches. Notwithstanding anything to the contrary in this Section 9 and except as otherwise provided under the terms of any defined contribution plan sponsored by the Company, any MIP payment received in connection with a Termination of Employment shall not be considered earnings under any benefit plan or program sponsored by Delta.

**10. Effective Date.** The MIP will become effective as of January 1, 2016, *provided however*, if on or before the date the Committee adopts the MIP any employee who would otherwise have participated in the MIP is informed that his or her employment will be terminated by the Company without Cause, any severance such employee is entitled to receive will be calculated based on the 2015 Management Incentive Plan as in effect as of December 31, 2015.

**11. Amendment.** Except as otherwise expressly set forth in this Section and Section 14, the terms of Section 14 of the 2007 Plan shall apply to any amendment or termination of the MIP. In addition, the terms applicable to any Participant will be subject in their entirety to the terms of any offer letter or other document to which the Participant has agreed. The terms of such offer letter or other document, if contrary to the terms of the MIP, shall govern the rights of the corresponding Participant.

**12. Fractions.** Any calculation under the MIP that results in a fractional amount will be rounded up to two decimal points.

**13. Section 409A of the Code.** Notwithstanding anything in the MIP to the contrary, any payments or benefits under the Plan are intended to be exempt from the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (together, "**Section 409A** ") and shall be limited, construed and interpreted in accordance with such intent, *provided, however*, to the extent that any amount paid hereunder in connection with a Termination of Employment constitutes deferred compensation under Section 409A and is paid to a "specified employee" as defined in Section 409A, the payment of such amount will be delayed for six months.

**14. Clawback.** Notwithstanding anything to the contrary in the MIP and subject to further amendment of this Section 14 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, if the Committee determines that a vice president or more senior officer Participant has 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 Securities and Exchange Commission, the Committee will review all incentive compensation awarded to or earned by such Participant, including, without limitation, any MIP Award, with respect to fiscal periods materially affected by the restatement and may recover from the Participant all such incentive compensation to the extent that 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.



## EXHIBIT A— DELTA CONNECTION GOALS

Delta Connection's Operational Performance will be based on the number of times during 2016 that the group of Delta Connection carriers meets or exceeds its monthly operational goals for completion factor and on-time arrival performance (the "Delta Connection Goals"). The monthly Delta Connection Goals are included on the following table

Month in 2016	Completion Factor 2016 Goal		On-Time Arrival Performance 2016 Goal	
	Relative CF	Absolute CF	Relative A14	Absolute A14
January	1st	97.4%	1st	80.7%
February	1st	97.2%	1st	81.1%
March	1st	98.3%	1st	82.4%
April	1st	98.9%	1st	84.2%
May	1st	98.8%	1st	84.3%
June	1st	98.4%	1st	80.6%
July	1st	98.4%	1st	81.0%
August	1st	98.6%	1st	83.0%
September	1st	99.3%	1st	86.7%
October	1st	99.1%	1st	86.2%
November	1st	99.1%	1st	86.3%
December	1st	98.0%	1st	80.7%
Overall	1st	98.5%	1st	83.1%

The monthly goal in each performance category may be met by achieving either the specific numeric target or ranking (with a comparator group ranking of "1" being the best performance)

- A The primary source of reported metrics used to calculate performance will be each Delta Connection carrier's data which flows into Delta's data warehouse
- B All domestic and international Delta Connection carrier system operations subject to capacity purchase agreements and/or revenue proration agreements will be included in the performance measures, including the operations of Chautauqua, Compass, ExpressJet, GoJet, Endeavor Air, Shuttle America and SkyWest, but excluding any revenue proration operations with respect to which passenger reservations are not reflected on Delta's reservations system (the "Delta Connection Program"). In the event that a carrier enters or leaves the Delta Connection Program, that carrier's operations will be included or excluded from the performance measures as applicable
- C The monthly calculation for completion factor will be as follows
  - 1 Add all Delta Connection scheduled system operations for the month
  - 2 Add all Delta Connection system completed flights for the month (including flights canceled by one carrier and covered by another via an extra section, which also includes flights changed to Delta aircraft)
  - 3 Divide the result of C 2 by the result of C 1 for a combined Delta Connection system completion factor
- D The monthly calculation for on-time performance will be as follows
  - 1 Add all Delta Connection completed system operations for the month
  - 2 Add all Delta Connection system on time operations for the month. On time operations are defined as the number of flights that arrive at the scheduled destination within 15 minutes of the scheduled arrival time
  - 3 Divide the result of D 2 by the result of D 1 for a combined Delta Connection system on-time performance measure

- E All calculations will be performed and validated by Delta Connection Operations
- F The comparator group for the relative measure shall include the regional portfolios for Alaska Air Group, Inc , United Continental Holdings, Inc and American Airlines Group, Inc and the data is compiled by a third party selected by the Company

**Delta Air Lines, Inc**  
**Computation of Ratio of Earnings to Fixed Charges**

(in millions, except for ratio data)	Year Ended December 31,				
	2015	2014	2013	2012	2011
Earnings before income taxes	\$ 7,157	\$ 1,072	\$ 2,527	\$ 1,025	\$ 769
Add (deduct)					
Fixed charges from below	584	737	947	1,116	1,202
Capitalized interest	(36)	(33)	(29)	(21)	(9)
Earnings as adjusted	\$ 7,705	\$ 1,776	\$ 3,445	\$ 2,120	\$ 1,962
Fixed charges					
Interest expense including capitalized amounts and amortization of debt costs	\$ 534	\$ 691	\$ 891	\$ 1,044	\$ 1,122
Portion of rental expense representative of the interest factor	50	46	56	72	80
Fixed charges	\$ 584	\$ 737	\$ 947	\$ 1,116	\$ 1,202
Ratio of earnings to fixed charges	13.19	2.41	3.64	1.90	1.63

**Special Items**

(in millions)	Year Ended December 31,				
	2015	2014	2013	2012	2011
MTM adjustments and settlements	\$ 1,301	\$ (2,346)	\$ 276	\$ 27	\$ (26)
Restructuring and other	(35)	(716)	(424)	(452)	(242)
Loss on extinguishment of debt	—	(268)	—	(118)	(68)
Virgin Atlantic MTM adjustments	26	(134)	—	—	—
Total income (loss)	\$ 1,292	\$ (3,464)	\$ (148)	\$ (543)	\$ (336)

**SUBSIDIARIES OF DELTA AIR LINES, INC**  
**as of December 31, 2015**

NAME OF SUBSIDIARY	JURISDICTION OF INCORPORATION OR ORGANIZATION
Aero Assurance Ltd	Vermont
DAL Global Services, LLC	Delaware
Delta Material Services LLC	Delaware
Delta Private Jets, Inc	Kentucky
Endeavor Air, Inc	Georgia
Epsilon Trading, LLC	Delaware
MIPC, LLC	Delaware
MLT Vacations, Inc	Minnesota
Monroe Energy, LLC	Delaware
New Sky, Ltd	Bermuda

Certain subsidiaries were omitted pursuant to Item 601(2)(ii) of the SEC's Regulation S-K

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements

- (1) Registration Statement No 333-142424 on Form S-8 pertaining to Delta Air Lines, Inc 2007 Performance Compensation Plan,
- (2) Registration Statement No 333-149308 on Form S-8 pertaining to Delta Air Lines, Inc 2007 Performance Compensation Plan,
- (3) Registration Statement No 333-154818 on Form S-8 pertaining to Delta Air Lines, Inc 2007 Performance Compensation Plan, and
- (4) Registration Statement No 333-151060 on Form S-8 pertaining to Northwest Airlines Corporation 2007 Stock Incentive Plan,

of our reports dated February 5, 2016 , with respect to the consolidated financial statements of Delta Air Lines, Inc , and the effectiveness of internal control over financial reporting of Delta Air Lines, Inc included in this Annual Report (Form 10-K) of Delta Air Lines, Inc for the year ended December 31, 2015

/s/ Ernst & Young LLP

Atlanta, Georgia  
February 5, 2016

I Richard H Anderson, certify that

- 1 I have reviewed this annual report on Form 10-K of Delta Air Lines, Inc ("Delta") for the fiscal year ended December 31, 2015 ,
- 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

February 5, 2016

/s/ Richard H Anderson

Richard H Anderson

Chief Executive Officer

I, Paul A. Jacobson, certify that

- 1 I have reviewed this annual report on Form 10-K of Delta Air Lines, Inc. ("Delta") for the fiscal year ended December 31, 2015
- 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

February 5, 2016

/s/ Paul A. Jacobson

Paul A. Jacobson

Executive Vice President and Chief Financial Officer

February 5, 2016  
Securities and Exchange Commission  
450 Fifth Street, N W  
Washington D C 20549

Ladies and Gentlemen

The certifications set forth below are hereby submitted to the Securities and Exchange Commission pursuant to, and solely for the purpose of complying with, Section 1350 of Chapter 63 of Title 18 of the United States Code in connection with the filing on the date hereof with the Securities and Exchange Commission of the annual report on Form 10-K of Delta Air Lines, Inc. ("Delta") for the fiscal year ended December 31, 2015 (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/ Richard H. Anderson

Richard H. Anderson

Chief Executive Officer

/s/ Paul A. Jacobson

Paul A. Jacobson

Executive Vice President and Chief Financial Officer