UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2022

Or

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

Commission File Number 001-5424

DELTA AIR LINES, INC.
(Exact name of registrant as specified in its charter)

Delaware	**58-0218548**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
Post Office Box 20706	
Atlanta, Georgia	**30320-6001**
(Address of principal executive offices)	(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	Trading Symbol	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	DAL	New York Stock Exchange

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

Yes ☑ No ☐

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

Yes ☑ No ☐

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

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

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

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

Yes ☐ No ☑

Number of shares outstanding by each class of common stock, as of March 31, 2022:

Common Stock, $0.0001 par value - 641,076,463 shares outstanding

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

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

FORWARD-LOOKING STATEMENTS

Statements in this Form 10-Q (or otherwise made by us or on our behalf) that are not historical facts, including statements about our estimates, expectations, beliefs, intentions, projections, goals, aspirations, commitments or strategies for the future, may be "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from historical experience or our present expectations. Known material risk factors applicable to Delta are described in "Item 1A. Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 ("Form 10-K"), other than risks that could apply to any issuer or offering. All forward-looking statements speak only as of the date made, and we undertake no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances that may arise after the date of this report except as required by law.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

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

Results of Review of Interim Financial Statements

We have reviewed the accompanying consolidated balance sheet of Delta Air Lines, Inc. (the Company) as of March 31, 2022, the related condensed consolidated statements of operations and comprehensive loss, condensed consolidated statements of cash flows, and consolidated statements of stockholders' equity for the three-month periods ended March 31, 2022 and 2021, and the related notes (collectively referred to as the "condensed consolidated interim financial statements"). Based on our reviews, we are not aware of any material modifications that should be made to the condensed consolidated interim financial statements for them to be in conformity with U.S. generally accepted accounting principles.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2021, the related consolidated statements of operations, comprehensive income/(loss), cash flows, and stockholders' equity for the year then ended, and the related notes (not presented herein); and in our report dated February 11, 2022, we expressed an unqualified audit opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying consolidated balance sheet as of December 31, 2021, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

These financial statements are the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the SEC and the PCAOB. We conducted our review in accordance with the standards of the PCAOB. A review of interim financial statements consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Ernst & Young LLP

Atlanta, Georgia
April 13, 2022

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

(in millions, except share data)	March 31, 2022	December 31, 2021
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 7,705	$ 7,933
Short-term investments	2,250	3,386
Accounts receivable, net of allowance for uncollectible accounts of $40 and $50	3,039	2,404
Fuel, expendable parts and supplies inventories, net of allowance for obsolescence of $157 and $176	1,292	1,098
Prepaid expenses and other	1,434	1,119
Total current assets	15,720	15,940
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation and amortization of $19,136 and $18,671	30,042	28,749
Operating lease right-of-use assets	7,402	7,237
Goodwill	9,753	9,753
Identifiable intangibles, net of accumulated amortization of $895 and $893	5,999	6,001
Equity investments	1,999	1,712
Deferred income taxes, net	1,534	1,294
Other noncurrent assets	1,299	1,773
Total noncurrent assets	58,028	56,519
Total assets	$ 73,748	$ 72,459
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current maturities of debt and finance leases	$ 1,116	$ 1,782
Current maturities of operating leases	744	703
Air traffic liability	8,809	6,228
Accounts payable	4,810	4,240
Accrued salaries and related benefits	2,288	2,457
Loyalty program deferred revenue	3,038	2,710
Fuel card obligation	1,100	1,100
Other accrued liabilities	2,155	1,746
Total current liabilities	24,060	20,966
Noncurrent Liabilities:		
Debt and finance leases	24,441	25,138
Noncurrent air traffic liability	300	130
Pension, postretirement and related benefits	5,862	6,035
Loyalty program deferred revenue	4,606	4,849
Noncurrent operating leases	7,199	7,056
Other noncurrent liabilities	4,289	4,398
Total noncurrent liabilities	46,697	47,606
Commitments and Contingencies		
Stockholders' Equity:		
Common stock at $0.0001 par value; 1,500,000,000 shares authorized, 651,562,278 and 649,720,387 shares issued	—	—
Additional paid-in capital	11,462	11,447
Accumulated deficit	(1,088)	(148)
Accumulated other comprehensive loss	(7,071)	(7,130)
Treasury stock, at cost, 10,485,815 and 9,752,872 shares	(312)	(282)
Total stockholders' equity	2,991	3,887
Total liabilities and stockholders' equity	$ 73,748	$ 72,459

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

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

	Three Months Ended March 31,	
(in millions, except per share data)	**2022**	**2021**
Operating Revenue:		
Passenger	$ 6,907	$ 2,748
Cargo	289	215
Other	2,152	1,187
Total operating revenue	9,348	4,150
Operating Expense:		
Salaries and related costs	2,826	2,202
Aircraft fuel and related taxes	2,092	1,017
Ancillary businesses and refinery	1,382	706
Contracted services	753	519
Depreciation and amortization	506	492
Landing fees and other rents	504	493
Regional carrier expense	491	401
Aircraft maintenance materials and outside repairs	465	294
Passenger commissions and other selling expenses	312	110
Passenger service	275	118
Aircraft rent	122	104
Restructuring charges	(5)	(44)
Government grant recognition	—	(1,186)
Other	408	322
Total operating expense	10,131	5,548
Operating Loss	(783)	(1,398)
Non-Operating Expense:		
Interest expense, net	(274)	(361)
Equity method results	—	(54)
Gain/(loss) on investments, net	(147)	262
Loss on extinguishment of debt	(25)	(56)
Pension and related benefit/(expense)	73	107
Miscellaneous, net	(44)	(15)
Total non-operating expense, net	(417)	(117)
Loss Before Income Taxes	(1,200)	(1,515)
Income Tax Benefit	260	338
Net Loss	$ (940)	$ (1,177)
Basic Loss Per Share	$ (1.48)	$ (1.85)
Diluted Loss Per Share	$ (1.48)	$ (1.85)
Cash Dividends Declared Per Share	$ —	$ —
Comprehensive Loss	$ (881)	$ (1,099)

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

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

(in millions)	Three Months Ended March 31, 2022	2021
Net Cash Provided by Operating Activities	$ 1,771	$ 691
Cash Flows from Investing Activities:		
Property and equipment additions:		
Flight equipment, including advance payments	(1,276)	(132)
Ground property and equipment, including technology	(490)	(306)
Purchase of short-term investments	(226)	(3,161)
Redemption of short-term investments	1,346	3,371
Purchase of equity investments	(100)	—
Other, net	(3)	168
Net cash used in investing activities	(749)	(60)
Cash Flows from Financing Activities:		
Proceeds from long-term obligations	—	924
Payments on debt and finance lease obligations	(1,443)	(1,775)
Other, net	(13)	61
Net cash used in financing activities	(1,456)	(790)
Net Decrease in Cash, Cash Equivalents and Restricted Cash Equivalents	(434)	(159)
Cash, cash equivalents and restricted cash equivalents at beginning of period	8,569	10,055
Cash, cash equivalents and restricted cash equivalents at end of period	$ 8,135	$ 9,896
Non-Cash Transactions:		
Flight and ground equipment acquired under finance leases	$ 42	$ 473
Right-of-use assets acquired under operating leases	359	20
Equity investments and other financings	330	200

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

(in millions)	March 31, 2022	2021
Current assets:		
Cash and cash equivalents	$ 7,705	$ 8,460
Restricted cash included in prepaid expenses and other	170	213
Noncurrent assets:		
Restricted cash included in other noncurrent assets	260	1,223
Total cash, cash equivalents and restricted cash equivalents	$ 8,135	$ 9,896

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

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

	Common Stock				Accumulated	Treasury Stock		
(in millions, except per share data)	**Shares**	**Amount**	**Additional Paid-In Capital**	**Accumulated Deficit**	**Other Comprehensive Loss**	**Shares**	**Amount**	**Total**
Balance at December 31, 2021	650	$ —	$ 11,447	$ (148)	$ (7,130)	10	$ (282)	$ 3,887
Net loss	—	—	—	(940)	—	—	—	(940)
Other comprehensive income	—	—	—	—	59	—	—	59
Common stock issued for employee equity awards[1]	2	—	15	—	—	1	(30)	(15)
Balance at March 31, 2022	652	$ —	$ 11,462	$ (1,088)	$ (7,071)	11	$ (312)	$ 2,991

[1] Treasury shares were withheld for payment of taxes, at a weighted average price per share of $41.00 in the March 2022 quarter.

	Common Stock				Accumulated	Treasury Stock		
(in millions, except per share data)	**Shares**	**Amount**	**Additional Paid-In Capital**	**Accumulated Deficit**	**Other Comprehensive Loss**	**Shares**	**Amount**	**Total**
Balance at December 31, 2020	647	$ —	$ 11,259	$ (428)	$ (9,038)	9	$ (259)	$ 1,534
Net loss	—	—	—	(1,177)	—	—	—	(1,177)
Other comprehensive income	—	—	—	—	78	—	—	78
Common stock issued for employee equity awards[1]	2	—	23	—	—	1	(20)	3
Government grant warrant issuance	—	—	44	—	—	—	—	44
Balance at March 31, 2021	649	$ —	$ 11,326	$ (1,605)	$ (8,960)	10	$ (279)	$ 482

[1] Treasury shares were withheld for payment of taxes, at a weighted average price per share of $38.35 in the March 2021 quarter.

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

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

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements include the accounts of Delta Air Lines, Inc. and our consolidated subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP") for interim financial information. Consistent with these requirements, this Form 10-Q does not include all the information required by GAAP for complete financial statements. As a result, this Form 10-Q should be read in conjunction with the Consolidated Financial Statements and accompanying Notes in our Form 10-K for the year ended December 31, 2021.

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

Due to impacts from the COVID-19 pandemic and the ongoing recovery, seasonal variations in the demand for air travel, the volatility of aircraft fuel prices and other factors, operating results for the three months ended March 31, 2022 are not necessarily indicative of operating results for the entire year.

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

NOTE 2. REVENUE RECOGNITION

Passenger Revenue

	Three Months Ended March 31,	
(in millions)	**2022**	**2021**
Ticket	$ 5,986	$ 2,277
Loyalty travel awards	543	241
Travel-related services	378	230
Total passenger revenue	$ 6,907	$ 2,748

Ticket

We recognized approximately $2.2 billion and $822 million in passenger revenue during the three months ended March 31, 2022 and 2021, respectively, that had been recorded in our air traffic liability balance at the beginning of those periods.

In order to provide our customers more flexibility and time to plan or rebook their travel, in January 2022, we announced that all existing travel credit holders will have until December 31, 2023 to rebook their ticket for travel throughout 2024. Additionally, all Delta customers with upcoming 2022 travel or who purchase a ticket in 2022 will also have the flexibility to rebook their ticket through December 31, 2023, and travel throughout 2024. The air traffic liability classified as current as of March 31, 2022 represents our estimate of tickets and travel credits to be used within one year. We will continue to monitor our customers' travel behavior and may adjust our estimates in the future.

We estimate the value of tickets that will expire unused (“ticket breakage”) and recognize the related revenue at the scheduled flight date. Our ticket breakage estimates are primarily based on historical experience, ticket contract terms and customers’ travel behavior. Given the impact of the COVID-19 pandemic on customer behavior and changes made in ticket validity terms, as well as the elimination of change fees for most tickets, our estimates of revenue that will be recognized from the air traffic liability for unused tickets may vary in future periods.

Loyalty Travel Awards

Our SkyMiles loyalty program allows customers to earn mileage credits ("miles") by flying on Delta, Delta Connection and other airlines that participate in the loyalty program. Customers can also earn miles through participating companies, such as credit card companies, hotels, car rental agencies and ridesharing companies, who purchase miles from us. Our most significant contract to sell miles relates to our co-brand credit card relationship with American Express. During the three months ended March 31, 2022 and 2021, total cash sales from marketing agreements related to our loyalty program were $1.2 billion and $767 million, respectively, which are allocated to travel and other performance obligations. Loyalty travel awards revenue is related to the redemption of miles for air travel.

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

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

Loyalty program activity

(in millions)	2022	2021
Balance at January 1	$ 7,559	$ 7,182
Miles earned	658	354
Miles redeemed for air travel	(543)	(241)
Miles redeemed for non-air travel and other	(30)	(10)
Balance at March 31	$ 7,644	$ 7,285

Travel-Related Services

Travel-related services are primarily composed of services performed in conjunction with a passenger’s flight and include baggage fees, on-board sales and administrative fees.

Other Revenue

	Three Months Ended March 31,	
(in millions)	2022	2021
Refinery	$ 1,187	$ 540
Loyalty program	571	368
Ancillary businesses	209	186
Miscellaneous	185	93
Total other revenue	$ 2,152	$ 1,187

Refinery. This represents refinery sales to third parties, which are at or near cost; accordingly, the margin on these sales is *de minimis*.

Loyalty Program. Loyalty program revenues relate to brand usage by third parties and other performance obligations embedded in miles sold, including redemption of miles for non-air travel and other awards. These revenues are mainly included within the total cash sales from marketing agreements, discussed above.

Ancillary Businesses. Ancillary businesses includes aircraft maintenance services we provide to third parties and our vacation wholesale operations.

Miscellaneous. Miscellaneous revenue is primarily composed of lounge access, including access provided to certain American Express cardholders, and codeshare revenues.

Revenue by Geographic Region

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

Passenger revenue by geographic region

	Passenger Revenue	
	Three Months Ended March 31,	
(in millions)	**2022**	**2021**
Domestic	$ 5,563	$ 2,280
Atlantic	539	142
Latin America	680	264
Pacific	125	62
Total	$ 6,907	$ 2,748

Operating revenue by geographic region

	Operating Revenue	
	Three Months Ended March 31,	
(in millions)	**2022**	**2021**
Domestic	$ 7,549	$ 3,368
Atlantic	776	267
Latin America	811	381
Pacific	212	134
Total	$ 9,348	$ 4,150

NOTE 3. FAIR VALUE MEASUREMENTS

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

(in millions)	March 31, 2022	Level 1	Level 2	Level 3
Cash equivalents	$ 5,132	$ 5,132	$ —	$ —
Restricted cash equivalents	429	429	—	—
Short-term investments	2,250	681	1,569	—
Long-term investments	1,312	1,179	36	97
Fuel hedge contracts	(14)	—	(14)	—

(in millions)	December 31, 2021	Level 1	Level 2	Level 3
Cash equivalents	$ 5,450	$ 5,450	$ —	$ —
Restricted cash equivalents	635	635	—	—
Short-term investments	3,386	1,376	2,010	—
Long-term investments	1,459	1,326	36	97
Fuel hedge contracts	(18)	—	(18)	—

Cash Equivalents and Restricted Cash Equivalents. Cash equivalents generally consist of money market funds. Restricted cash equivalents are recorded in prepaid expenses and other and other noncurrent assets on our Consolidated Balance Sheet ("balance sheet"). Restricted cash equivalents generally consist of money market funds, time deposits, commercial paper and negotiable certificates of deposit, which primarily relate to proceeds from debt issued to finance, among other things, a portion of the construction costs for our new terminal facilities at New York's LaGuardia Airport. The fair value of these cash equivalents is based on a market approach using prices generated by market transactions involving identical or comparable assets.

Short-Term Investments. Short-term investments consist of U.S. government and agency securities. The fair values of these 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.

As of March 31, 2022, the estimated fair value of our short-term investments was $2.2 billion. Of these investments, $1.6 billion are expected to mature in one year or less, with the remainder maturing during 2023. Investments with maturities beyond one year when purchased are classified as short-term investments if they are expected to be available to support our short-term liquidity needs.

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

Fuel Hedge Contracts. Our derivative contracts to hedge the financial risk from changing fuel prices are primarily related to inventory at our wholly-owned subsidiary, Monroe Energy, LLC ("Monroe"). Our fuel hedge portfolio may consist of a combination of options, swaps or futures. Option and swap contracts are valued under income approaches using option pricing models and discounted cash flow models, respectively, based on data either readily observable in public markets, derived from public markets or provided by counterparties who regularly trade in public markets. Futures contracts and options on futures contracts are traded on a public exchange and valued based on quoted market prices. We recognized losses of $240 million and $57 million on our fuel hedge contracts in aircraft fuel and related taxes on our Condensed Consolidated Statements of Operations and Comprehensive Loss ("income statement") for three months ended March 31, 2022 and 2021, respectively. The losses recognized during the March 2022 quarter are composed of $244 million of settlements on contracts and $4 million of mark-to-market adjustments. Expense from the settlement of closed contracts is offset by higher operating profits at Monroe from higher pricing. See Note 9, "Segments," for further information on our Monroe refinery segment.

NOTE 4. INVESTMENTS

We have developed strategic relationships with a number of airlines and airline services companies through joint ventures and other forms of cooperation and support, including equity investments. Our equity investments reinforce our commitment to these relationships and generally enhance our ability to offer input to the investee on strategic issues and direction, in some cases through representation on the board of directors.

Fair Value Investments. Changes in the valuation of investments accounted for at fair value are recorded in gain/(loss) on investments, net in our income statement within non-operating expense and are driven by changes in stock prices, foreign currency fluctuations and other valuation techniques for investments in companies without publicly-traded shares.

Equity Method Investments. We record our share of our equity method investees' financial results in our income statement as described in the table below.

Equity investments ownership interest and carrying value

	Accounting Treatment	Ownership Interest		Carrying Value	
(in millions)		**March 31, 2022**	**December 31, 2021**	**March 31, 2022**	**December 31, 2021**
Air France-KLM	Fair Value	6 %	6 %	$ 170	$ 165
China Eastern	Fair Value	2 %	2 %	157	177
CLEAR	Fair Value	6 %	6 %	223	260
Grupo Aeroméxico	Equity Method(1)	20 %	51 %	432	—
Hanjin-KAL	Fair Value	13 %	13 %	450	455
Unifi Aviation	Equity Method(2)	49 %	49 %	159	159
Wheels Up	Fair Value(3)	21 %	21 %	162	241
Other investments	Various			246	255
Equity investments				$ 1,999	$ 1,712

(1) Results are included in equity method results in our income statement under non-operating expense.
(2) Results are included in contracted services in our income statement as this entity is integral to the operations of our business by providing services at our airport locations.
(3) We account for our investment under the fair value option.

Grupo Aeroméxico. On March 17, 2022, Grupo Aeroméxico ("Aeroméxico") emerged from its voluntary proceedings to reorganize under Chapter 11 of the United States bankruptcy code ("bankruptcy process"). At the conclusion of the bankruptcy process, Aeroméxico's previously outstanding capital stock was consolidated and exchanged for less than 0.01% of new capital stock, which effectively eliminated our historical 51% ownership stake. Upon emergence, Delta received a 20% equity stake in the newly restructured Aeroméxico in exchange for (1) our receivables under Aeroméxico's debtor-in-possession financing, (2) $100 million (recorded as an investing outflow on our Condensed Consolidated Statements of Cash Flows ("cash flows statement")), and (3) our agreement to provide expanded commercial services to Aeroméxico in future periods. We will account for our investment in Aeroméxico under the equity method of accounting and record our share of Aeroméxico's financial results in equity method results in our income statement.

Other Investments. This category includes various investments that are accounted for at fair value or under the equity method, depending on our ownership interest and the level of influence conveyed by our investment.

Virgin Atlantic. Virgin Atlantic has completed an out-of-court restructuring, during which we provided and continue to provide strategic and operational assistance. The carrying value of our investment in Virgin Atlantic remains zero as of March 31, 2022. We maintained our 49% equity interest and continue to track our share of Virgin Atlantic's losses under the equity method of accounting, which are only recorded to the extent we make additional investments in Virgin Atlantic.

LATAM. LATAM Airlines Group S.A. ("LATAM") is undergoing voluntary proceedings to reorganize under Chapter 11 of the United States bankruptcy code, and the carrying value of our investment in LATAM remains zero as of March 31, 2022. In order to support our relationship with LATAM, we are providing strategic and operational assistance through the bankruptcy process. We have a $175 million noncurrent receivable outstanding associated with LATAM's debtor-in-possession financing. Upon completion of its bankruptcy process, we expect to receive an approximately 10% equity stake in LATAM in exchange for an additional investment in LATAM.

NOTE 5. DEBT

Summary of outstanding debt by category

(in millions)	Maturity Dates			Interest Rate(s) Per Annum at March 31, 2022				March 31, 2022		December 31, 2021
Unsecured Payroll Support Program Loans	2030	to	2031		1.00%		$	3,496	$	3,496
Unsecured notes	2023	to	2029	2.90%	to	7.38%		3,308		4,354
Financing arrangements secured by SkyMiles assets:										
SkyMiles Notes[1]	2023	to	2028	4.50%	and	4.75%		6,000		6,000
SkyMiles Term Loan[1][2]	2023	to	2027		4.75%			2,820		2,820
Financing arrangements secured by slots, gates and/or routes:										
2020 Senior Secured Notes		2025			7.00%			2,459		2,589
2018 Revolving Credit Facility[2]	2023	to	2024		Undrawn			—		—
Financing arrangements secured by aircraft:										
Certificates[1]	2022	to	2028	2.00%	to	8.00%		1,920		1,932
Notes[1][2]	2022	to	2033	1.39%	to	5.75%		1,054		1,139
NYTDC Special Facilities Revenue Bonds[1]	2023	to	2045	4.00%	to	5.00%		2,838		2,894
Other financings[1][2]	2022	to	2030	2.51%	to	5.00%		68		68
Other revolving credit facilities[2]	2022	to	2024		Undrawn			—		—
Total secured and unsecured debt								23,963		25,292
Unamortized (discount)/premium and debt issue cost, net and other								(193)		(208)
Total debt								23,770		25,084
Less: current maturities								(831)		(1,502)
Total long-term debt							$	22,939	$	23,582

(1) Due in installments.
(2) Certain financings are comprised of variable rate debt. All variable rates are equal to LIBOR (generally subject to a floor) or another index rate plus a specified margin.

Availability Under Revolving Facilities

As of March 31, 2022, we had approximately $2.9 billion undrawn and available under our revolving credit facilities. In addition, we had approximately $400 million outstanding letters of credit as of March 31, 2022 that did not affect the availability of our revolving credit facilities.

Fair Value of Debt

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

Fair value of outstanding debt

(in millions)		March 31, 2022		December 31, 2021
Net carrying amount	$	23,770	$	25,084
Fair value	$	24,200	$	26,900

Covenants

Our debt agreements contain various affirmative, negative and financial covenants. We were in compliance with the covenants in our debt agreements at March 31, 2022.

NOTE 6. EMPLOYEE BENEFIT PLANS

Employee benefit plans net periodic (benefit) cost

	Pension Benefits		Other Postretirement and Postemployment Benefits	
(in millions)	2022	2021	2022	2021
Three Months Ended March 31,				
Service cost	$ —	$ —	$ 18	$ 21
Interest cost	153	146	32	29
Expected return on plan assets	(330)	(375)	(4)	(9)
Amortization of prior service credit	—	—	(1)	(2)
Recognized net actuarial loss	64	89	13	15
Net periodic (benefit) cost	$ (113)	$ (140)	$ 58	$ 54

Service cost is recorded in salaries and related costs in our income statement, while all other components are recorded within pension and related benefit/(expense) under non-operating expense.

Expected Long-Term Rate of Return. Based on our level of funding at year-end, we have modified the strategic asset allocation mix to reduce the investment risk of the portfolio. As a result of the lower risk profile of the portfolio, the weighted average expected long-term rate of return on our defined benefit pension plan assets for 2022 net periodic benefit cost is 7.0%.

NOTE 7. COMMITMENTS AND CONTINGENCIES

Aircraft Purchase Commitments

Our future aircraft purchase commitments totaled approximately $15.3 billion at March 31, 2022.

Aircraft purchase commitments

(in millions)	Total
Nine months ending December 31, 2022	$ 2,640
2023	3,170
2024	3,290
2025	2,910
2026	2,340
Thereafter	990
Total	$ 15,340

Our future aircraft purchase commitments included the following aircraft at March 31, 2022:

Aircraft purchase commitments by fleet type

Aircraft Type	Purchase Commitments
A220-300	40
A321-200neo	154
A330-900neo	23
A350-900	18
B-737-900ER	5
CRJ-900	3
Total	243

Legal Contingencies

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

Other Contingencies

General Indemnifications

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

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

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

Some 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 specified changes in laws or regulations. In some of these financing transactions, we also bear the risk of 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.

Other

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

NOTE 8. ACCUMULATED OTHER COMPREHENSIVE LOSS

Components of accumulated other comprehensive loss

(in millions)	Pension and Other Benefit Liabilities	Other	Total
Balance at January 1, 2022 (net of tax effect of $1,184)	$ (7,170)	$ 40	$ (7,130)
Reclassifications into earnings (net of tax effect of $18)[1]	59	—	59
Balance at March 31, 2022 (net of tax effect of $1,166)	$ (7,111)	$ 40	$ (7,071)
Balance at January 1, 2021 (net of tax effect of $1,764)	$ (9,078)	$ 40	$ (9,038)
Reclassifications into earnings (net of tax effect of $23)[1]	78	—	78
Balance at March 31, 2021 (net of tax effect of $1,741)	$ (9,000)	$ 40	$ (8,960)

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

NOTE 9. SEGMENTS

Refinery Operations

Our refinery segment operates for the benefit of the airline segment by providing jet fuel to the airline segment from its own production and through jet fuel obtained through agreements with third parties. The refinery's production consists of jet fuel, as well as non-jet fuel products. We use several counterparties to exchange the non-jet fuel products produced by the refinery for jet fuel consumed in our airline operations. The gross fair value of the products exchanged under these agreements during the three months ended March 31, 2022 and 2021 was $809 million and $503 million, 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.

Financial information by segment

(in millions)	Airline	Refinery	Intersegment Sales/Other	Consolidated
Three Months Ended March 31, 2022				
Operating revenue:	$ 8,161	$ 2,313		$ 9,348
Sales to airline segment			$ (291) [1]	
Exchanged products			(809) [2]	
Sales of refined products			(26) [3]	
Operating (loss)/income	(836)	53	—	(783)
Interest expense, net	274	2	(2)	274
Depreciation and amortization	506	23	(23) [4]	506
Total assets, end of period	71,392	2,382	(26)	73,748
Net fair value obligations, end of period	—	(430)	—	(430)
Capital expenditures	1,749	17	—	1,766
Three Months Ended March 31, 2021				
Operating revenue:	$ 3,610	$ 1,047		$ 4,150
Sales to airline segment			$ — [1]	
Exchanged products			(503) [2]	
Sales of refined products			(4) [3]	
Operating loss	(1,273)	(125)	—	(1,398)
Interest expense, net	361	1	(1)	361
Depreciation and amortization	492	24	(24) [4]	492
Total assets, end of period	71,508	1,578	(3)	73,083
Net fair value obligations, end of period	—	(285)	—	(285)
Capital expenditures	425	13	—	438

(1) Represents transfers, valued on a market price basis, from the refinery to the airline segment for use in airline operations. We determine market price by reference to the market index for the primary delivery location, which is New York Harbor, for jet fuel from the refinery.
(2) Represents value of products delivered under our exchange agreements, as discussed above, determined on a market price basis.
(3) These sales were at or near cost; accordingly, the margin on these sales is *de minimis*.
(4) Refinery segment operating results, including depreciation and amortization, are included within aircraft fuel and related taxes in our income statement.

Fair Value Obligations

The net fair value obligations presented in the table above are related to renewable fuel compliance costs and are based on quoted market prices and other observable information and are therefore classified as Level 2 in the fair value hierarchy. Our obligation as of March 31, 2022 was calculated using the U.S. Environmental Protection Agency's ("EPA") proposed Renewable Fuel Standard ("RFS") volume requirements, which were issued in December 2021. The EPA has not finalized the compliance deadlines to retire our obligations for 2020 and 2021, but we expect those deadlines to be within one year of the effective date of the new RFS volume requirements.

NOTE 10. LOSS PER SHARE

We calculate basic loss per share and diluted loss per share by dividing net loss by the weighted average number of common shares outstanding, excluding restricted shares. Antidilutive common stock equivalents excluded from the diluted loss per share calculation are not material. The following table shows the computation of basic and diluted loss per share:

Basic and diluted loss per share

	Three Months Ended March 31,	
(in millions, except per share data)	**2022**	**2021**
Net loss	$ (940)	$ (1,177)
Basic weighted average shares outstanding	637	636
Dilutive effect of share-based awards	—	—
Diluted weighted average shares outstanding	637	636
Basic loss per share	$ (1.48)	$ (1.85)
Diluted loss per share	$ (1.48)	$ (1.85)

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our Condensed Consolidated Financial Statements and the related notes and other financial information included elsewhere in this Quarterly Report on Form 10-Q and our audited consolidated financial statements and related notes included in our 2021 Form 10-K.

March 2022 Quarter Financial Overview

Our business and operating results continued to be impacted by the COVID-19 pandemic in the March 2022 quarter. We have seen continued improvement in our business during the March 2022 quarter, which we expect to continue throughout 2022. Given the drastic and unprecedented impact of the COVID-19 pandemic on our operating results in 2021 and 2020, we believe that a comparison of our results in the March 2022 quarter to both the March 2021 and March 2019 quarters in this overview section allows for a better understanding of the full impact of the COVID-19 pandemic and the progress of our recovery.

The table below shows selected key financial and statistical measures for the three months ended March 31, 2022, 2021 and 2019.

	Three Months Ended March 31,			2022 vs. 2021 % Increase (Decrease)[1]	2022 vs. 2019 % Increase (Decrease)[1]
(in millions)	**2022**	**2021**	**2019**		
Total operating revenue	$ 9,348	$ 4,150	$ 10,472	125 %	(11)%
Total operating expense	10,131	5,548	9,452	83 %	7 %
Operating (loss)/income	(783)	(1,398)	1,020	(44)%	NM
Available seat miles ("ASM")	51,810	40,118	62,416	29 %	(17)%

[1] Certain variances are labeled as not meaningful ("NM") throughout management's discussion and analysis.

Our operating loss for the March 2022 quarter was $783 million, an improvement of $615 million compared to the March 2021 quarter. This improvement was primarily due to a $4.2 billion, or 151%, increase in passenger revenue as a result of increased demand and capacity, partially offset by a $1.1 billion increase in fuel expense, $1.2 billion of Payroll Support Programs ("PSP") grant proceeds recognized during the March 2021 quarter and increases in other volume related expenses as we continue to restore our operation.

Compared to operating income of $1.0 billion in the March 2019 quarter, our operating loss primarily resulted from the continued impact of the COVID-19 pandemic on our business which led to a 25% decrease in passenger revenue.

Revenue. Compared to the March 2021 quarter, our operating revenue increased $5.2 billion, or 125%, due primarily to increased travel demand and higher refinery third party sales.

Compared to the March 2019 quarter, our operating revenue was $1.1 billion lower, or 11%, on 17% lower system capacity, due primarily to the continued impact of the COVID-19 pandemic on travel demand, partially offset by higher refinery third party sales. We expect system capacity to be approximately 85% recovered in the June 2022 quarter compared to the June 2019 quarter. We have the ability to return to 2019 capacity levels by the end of 2022, if demand warrants.

Beginning in the latter half of the March 2021 quarter, we began to see bookings, primarily among domestic consumers, improve from the low levels of 2020. Throughout 2021, demand continued to improve, with some variability in periods of rising COVID-19 cases attributable to variants of the virus. Consumer demand accelerated through the March 2022 quarter, highlighted by strong spring break performance. As the omicron variant faded, offices reopened and travel restrictions were lifted, leading to improved demand for business travel and a strengthened fare environment. The sale of tickets to domestic business customers (i.e., both corporate and contracted small- and medium-sized enterprises), including tickets for travel during and beyond the quarter ("domestic corporate advance sales"), significantly improved during the March 2022 quarter. We remain optimistic about the ultimate recovery of business travel; however, we are unable to fully predict the pace of that recovery.

International revenue continues to lag the recovery in domestic travel due to certain international testing requirements and travel restrictions, but improved in the March 2022 quarter to approximately 55% recovered compared to the March 2019 quarter. During the March 2022 quarter, many European countries removed entry testing requirements for vaccinated travelers. The sale of tickets to international business customers (i.e., both corporate and contracted small- and medium-sized enterprises), including tickets for travel during and beyond the quarter ("international corporate advance sales"), significantly improved during the March 2022 quarter. Despite the recent policy changes and improved advance sales, we expect the lower international revenue environment to continue through at least the second quarter of 2022, with the recovery of international revenue continuing to trail domestic revenue.

Operating Expense. Total operating expense in the March 2022 quarter increased $4.6 billion, or 83%, compared to the March 2021 quarter, primarily resulting from increased fuel costs due to both an increase in fuel price and increased capacity and higher volume-related expenses associated with the increase in capacity and demand, mainly aircraft maintenance and higher salaries and related costs. The increase also resulted from $1.2 billion of PSP grant proceeds recognized during the March 2021 quarter, which reduced expenses and an increase in expenses related to refinery sales to third parties, reflected in ancillary business and refinery expense. Total operating expense, adjusted (a non-GAAP financial measure) for the March 2022 quarter increased $2.7 billion, or 43%, compared to the March 2021 quarter. Adjustments were primarily to exclude expenses related to refinery sales to third parties and PSP grant proceeds in the March 2021 quarter.

Total operating expense in the March 2022 quarter increased $679 million, or 7%, compared to the March 2019 quarter, primarily resulting from increased expenses related to refinery sales to third parties, reflected in ancillary business and refinery expense. Total operating expense, adjusted (a non-GAAP financial measure) for the March 2022 quarter decreased $400 million, or 4%, compared to the March 2019 quarter. Adjustments were primarily to exclude expenses related to refinery sales to third parties.

Cash Flow. Our cash, cash equivalents, short-term investments and aggregate principal amount committed and available to be drawn under our revolving credit facilities ("liquidity") as of March 31, 2022 was $12.8 billion. During the March 2022 quarter, operating activities generated $1.8 billion.

During the March 2022 quarter, the air traffic liability increased approximately $2.8 billion. We sell tickets for air travel in advance of the customer's travel date and the cash received on these advance sales is recorded as deferred revenue in our air traffic liability. Passenger revenue is recognized and the air traffic liability is reduced when we provide transportation services. The increase in the air traffic liability exceeds our historical seasonal increase, reflecting the continued restoration of our business.

As discussed above, consumer demand for travel accelerated through the quarter. Domestic corporate advance sales for the March 2022 quarter were approximately 50% recovered compared to the March 2019 quarter and the month of March was approximately 70% recovered versus 2019. The domestic corporate advance sales recovery was also nearly 40 percentage points higher in the March 2022 quarter compared to the March 2021 quarter. International corporate advance sales for the March 2022 quarter were approximately 35% recovered compared to the March 2019 quarter, with the month of March improving to approximately 50% compared to March 2019. Internationally, Transatlantic improved the most as European countries reopened. The international corporate advance sales recovery was also nearly 30 percentage points higher in the March 2022 quarter compared to the March 2021 quarter.

Additionally, total cash sales to American Express were $1.2 billion in the March 2022 quarter up 25% compared to the March 2019 quarter.

Also during the quarter, investing activities used a net of $749 million, primarily for capital expenditures, partially offset by net redemptions of short-term investments. These activities resulted in $197 million of free cash flow (a non-GAAP financial measure) in the March 2022 quarter. Also, during the March 2022 quarter we had cash outflows of approximately $1.4 billion related to repayments of our debt and finance leases.

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

Environmental Sustainability. During 2022, we are continuing to develop our climate transition plan and to have our medium- and long-term climate goals, including our goal of achieving net zero greenhouse gas emissions no later than 2050, validated by the Science Based Targets initiative, as described in our 2021 Form 10-K. We expect our path toward achievement of these goals to depend heavily on increased use of sustainable aviation fuel ("SAF") which is not presently available at scale or at prices competitive to jet fuel, and improved fuel efficiency from fleet renewal and operational initiatives. In the three months ended March 31, 2022, we also incurred $47 million of expense related to carbon offset credits, which relates to a portion of our airline segment's 2021 carbon emissions.

Results of Operations - Three Months Ended March 31, 2022 and 2021

Operating Revenue

(in millions)[1]	Three Months Ended March 31, 2022	2021	Increase (Decrease)	% Increase (Decrease)
Ticket - Main cabin	$ 3,448	$ 1,353	$ 2,095	155 %
Ticket - Premium products	2,538	924	1,614	175 %
Loyalty travel awards	543	241	302	125 %
Travel-related services	378	230	148	64 %
Total passenger revenue	$ 6,907	$ 2,748	$ 4,159	151 %
Cargo	289	215	74	34 %
Other	2,152	1,187	965	81 %
Total operating revenue	$ 9,348	$ 4,150	$ 5,198	125 %
TRASM (cents)	18.04 ¢	10.34 ¢	7.70 ¢	74 %
Third-party refinery sales	(2.29)	(1.35)	(0.94)	70 %
TRASM, adjusted[2]	15.75 ¢	9.00 ¢	6.75 ¢	75 %

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

Operating Revenue

Compared to the March 2021 quarter, our operating revenue increased $5.2 billion, or 125%, due to the continued recovery in demand from the COVID-19 pandemic and higher refinery third party sales. The increase in operating revenue, on a 29% increase in capacity, resulted in a 74% increase in total revenue per available seat mile ("TRASM") and a 75% increase in TRASM, adjusted compared to the March 2021 quarter. The growth in passenger revenue was due to increased demand in both main cabin and premiums products, with premium products experiencing a quicker recovery than main cabin.

See "Refinery Segment" below for additional details on the refinery's operations, including third party refinery sales recorded in other revenue.

We have historically generated cargo revenues in domestic and international markets through the use of cargo space on regularly scheduled passenger aircraft. In 2020 and 2021, following the onset of the COVID-19 pandemic, reduced industry cargo capacity drove a significant increase in our cargo yield, and we also generated cargo revenue through the operation of cargo-only charter flights (i.e., using aircraft in our fleet not being utilized for passenger travel to fly cargo internationally). The higher cargo yield trend has continued into the March 2022 quarter driving the increase in revenue compared to the March 2021 quarter. We expect capacity constraints and elevated market yields to continue through 2022 while the industry rebuilds international networks to pre-pandemic levels.

Passenger Revenue by Geographic Region

(in millions)	Three Months Ended March 31, 2022	Increase (Decrease) vs. Three Months Ended March 31, 2021: Passenger Revenue	RPMs (Traffic)	ASMs (Capacity)	Passenger Mile Yield	PRASM	Load Factor
Domestic	$ 5,563	144 %	105 %	29 %	19 %	90 %	29 pts
Atlantic	539	281 %	320 %	108 %	(9)%	83 %	33 pts
Latin America	680	158 %	93 %	(1)%	33 %	160 %	38 pts
Pacific	125	100 %	106 %	3 %	(3)%	95 %	17 pts
Total	$ 6,907	151 %	116 %	29 %	17 %	95 %	30 pts

Domestic

Domestic passenger unit revenue ("PRASM") increased in the March 2022 quarter compared to the March 2021 quarter as a result of the higher levels of capacity and demand during the March 2022 quarter due to the ongoing recovery in the period.

The March 2022 quarter domestic consumer revenue was above March 2021 quarter levels. After starting with somewhat muted demand recovery due to rising COVID-19 cases attributable to variants of the virus, revenue recovery accelerated during the quarter as consumers continued to show increased confidence in travel.

We also remain optimistic about the ultimate recovery of business travel, which is comprised of both corporate managed travel and small- and medium-sized businesses, and expect the recovery of both of these components to continue to increase throughout 2022. Business travel demand in the March 2022 quarter was the highest since the onset of the COVID-19 pandemic.

International

International passenger revenue for the March 2022 quarter increased compared to the March 2021 quarter as travel to certain destinations has resumed or increased. While some countries have removed or eased travel restrictions, many countries still maintain international testing requirements and travel restrictions, which have restrained demand in the short-term.

In November 2021, travel restrictions for fully vaccinated foreign visitors to the United States were lifted. This action made travel to the U.S. by many foreign nationals possible for the first time in 18 months. Despite this policy change, we expect the lower international revenue environment to continue through at least the second quarter of 2022, with the recovery of international revenue continuing to trail domestic revenue. We will continue to be nimble in the restoration of our international network based on changes in government restrictions and consumer demand.

The Atlantic region continues to improve, despite the conflict in Ukraine, as western European countries remove or ease travel restrictions. In February 2022, we suspended our codeshare services operated in conjunction with Russian national airline, Aeroflot, which is not expected to have a material impact on our Atlantic region revenues as Russia and Ukraine represent less than one percent of our Atlantic region traffic.

The Latin America region has shown the most recovery of the international regions, with continued demand improvement for leisure destinations in the Caribbean, Mexico and Central America. We expect this trend to continue throughout 2022 with the recovery in Latin America leading the Atlantic and Pacific regions.

The Pacific region continues to be the most impacted by the restrictions described above. Travel in the Pacific region remains largely limited to essential travel, and we expect only small demand improvements until government restrictions ease, such as South Korea's recent announcement that vaccinated travelers would be able to enter the country without quarantine beginning on April 1, 2022.

Ticket Validity Flexibility

In order to provide our customers more flexibility and time to plan or rebook their travel, in January 2022, we announced that all existing travel credit holders will have until December 31, 2023 to rebook their ticket for travel throughout 2024. Additionally, all Delta customers with upcoming 2022 travel or who purchase a ticket in 2022 will also have the flexibility to rebook their ticket through December 31, 2023, and travel throughout 2024.

We estimate the value of ticket breakage and recognize the related revenue at the scheduled flight date. Our ticket breakage estimates are primarily based on historical experience, ticket contract terms and customers’ travel behavior. Given the impact of the COVID-19 pandemic on customer behavior and changes made in ticket validity terms, as well as the elimination of change fees for most tickets, our estimates of revenue that will be recognized from the air traffic liability for unused tickets may vary in future periods.

Other Revenue

(in millions)	Three Months Ended March 31, 2022	2021	Increase (Decrease)	% Increase (Decrease)
Refinery	$ 1,187	$ 540	$ 647	120 %
Loyalty program	571	368	203	55 %
Ancillary businesses	209	186	23	12 %
Miscellaneous	185	93	92	99 %
Total other revenue	$ 2,152	$ 1,187	$ 965	81 %

Refinery. This represents refinery sales to third parties. These sales, which are at or near cost, increased $647 million compared to the March 2021 quarter. The increase in third-party refinery sales resulted from higher pricing and production during the March 2022 quarter compared to the March 2021 quarter. See "Refinery Segment" below for additional details on the refinery's operations, including third party refinery sales recorded in other revenue.

Loyalty Program. Loyalty program revenues relate to brand usage by third parties and other performance obligations embedded in miles sold, including redemption of miles for non-travel awards. These revenues are mainly driven by customer spend on American Express cards and new cardholder acquisitions. As co-brand card spend and card acquisitions continue to be strong, revenues from our relationship with American Express increased in the March 2022 quarter compared to 2021.

Ancillary Businesses. Ancillary businesses revenue includes aircraft maintenance services we provide to third parties and our vacation wholesale operations.

Miscellaneous. Miscellaneous revenue is primarily composed of lounge access, including access provided to certain American Express cardholders, and codeshare revenues. The volume of these transactions has increased compared to the March 2021 quarter due to the ongoing recovery of our business that continued to materialize in the March 2022 quarter. Our network of Delta Sky Club lounges was fully reopened by the end of July 2021 after some lounges temporarily closed at the onset of the pandemic in 2020.

Operating Expense

(in millions)	Three Months Ended March 31, 2022	2021	Increase (Decrease)	% Increase (Decrease)
Salaries and related costs	$ 2,826	$ 2,202	$ 624	28 %
Aircraft fuel and related taxes	2,092	1,017	1,075	106 %
Ancillary businesses and refinery	1,382	706	676	96 %
Contracted services	753	519	234	45 %
Depreciation and amortization	506	492	14	3 %
Landing fees and other rents	504	493	11	2 %
Regional carrier expense	491	401	90	22 %
Aircraft maintenance materials and outside repairs	465	294	171	58 %
Passenger commissions and other selling expenses	312	110	202	184 %
Passenger service	275	118	157	133 %
Aircraft rent	122	104	18	17 %
Restructuring charges	(5)	(44)	39	(89)%
Government grant recognition	—	(1,186)	1,186	(100)%
Other	408	322	86	27 %
Total operating expense	$ 10,131	$ 5,548	$ 4,583	83 %

Salaries and Related Costs. During 2021, we continued to offer voluntary unpaid leaves of absence in response to the COVID-19 pandemic for periods ranging from 30 days up to 12 months and approximately 13,000 of our employees elected to take a leave of absence during the March 2021 quarter. In the March 2022 quarter we no longer offered these leaves of absence as the program terminated by the end of the September 2021 quarter. Additionally, we hired approximately 15,000 employees since the March 2021 quarter, of which approximately 4,000 were in the March 2022 quarter, in certain areas, including flight operations, reservations and customer care and airport customer service, in order to support our operations as demand and capacity returns. These actions resulted in higher salaries and related costs during the March 2022 quarter compared to the March 2021 quarter.

In March 2022, we announced that eligible employees will receive a 4% base pay increase, effective May 1, 2022.

Aircraft Fuel and Related Taxes. Fuel expense increased $1.1 billion compared to the March 2021 quarter primarily due to a 71% increase in the market price of jet fuel and a 38% increase in consumption on a comparable increase in capacity. We expect this elevated jet fuel cost to continue throughout 2022 due to recent market disruptions, further exacerbated by geopolitical events.

Additionally, during the March 2022 quarter, we purchased and retired $47 million of carbon offset credits which relate to a portion of our airline segment's 2021 carbon emissions. In the table below, these costs are shown in the carbon offset costs line item.

Fuel expense and average price per gallon

				Average Price Per Gallon		
	Three Months Ended March 31,			Three Months Ended March 31,		
(in millions, except per gallon data)	2022	2021	Increase (Decrease)	2022	2021	Increase (Decrease)
Fuel purchase cost[(1)]	$ 2,102	$ 895	$ 1,207	$ 2.81	$ 1.64	$ 1.17
Carbon offset costs	47	20	27	0.06	0.04	0.02
Fuel hedge impact	(4)	(23)	19	(0.01)	(0.04)	0.03
Refinery segment impact	(53)	125	(178)	(0.07)	0.23	(0.30)
Total fuel expense	$ 2,092	$ 1,017	$ 1,075	$ 2.79	$ 1.87	$ 0.92

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

Ancillary Businesses and Refinery. Ancillary businesses and refinery includes expenses associated with refinery sales to third parties, aircraft maintenance services we provide to third parties and our vacation wholesale operations. Increased expenses were primarily related to refinery sales to third parties, which are at or near cost. The refinery cost of sales increased $647 million compared to the March 2021 quarter. The increase in third-party refinery sales resulted from higher pricing and production during the March 2022 quarter compared to the March 2021 quarter.

Contracted Services. During the March 2022 quarter, demand and capacity increased compared to the March 2021 quarter due to the ongoing recovery from the COVID-19 pandemic as discussed above. The continued restoration of our operations was the primary driver for the increase in contracted services.

Regional Carrier Expense. Regional carrier expense increased compared to the March 2021 quarter due to an increase in utilization as a result of the increased demand discussed above.

Aircraft Maintenance Materials and Outside Repairs. Maintenance expense increased compared to the March 2021 quarter as we returned aircraft to service and to support our operational reliability.

Passenger commissions and other selling expenses. Compared to the March 2021 quarter, passenger revenue increased 151% in the March 2022 quarter, which was the primary reason for the increase in passenger commissions and other selling expenses.

Passenger service. Passenger service increased compared to the March 2021 quarter due to the increased traffic discussed above.

Restructuring Charges. During 2020, we recorded restructuring charges for items such as fleet impairments and voluntary early retirement and separation programs following strategic business decisions in response to the COVID-19 pandemic. In the March 2022 quarter, we recognized $5 million of net adjustments to certain of those restructuring charges, representing changes in our estimates, compared to $44 million of net adjustments in the March 2021 quarter.

Government Grant Recognition. During the March 2021 quarter, we recognized $1.2 billion of government PSP grant proceeds as contra-expense that were used exclusively for the payment of employee wages, salaries and benefits.

Non-Operating Results

	Three Months Ended March 31,		
(in millions)	**2022**	**2021**	**Favorable (Unfavorable)**
Interest expense, net	$ (274)	$ (361)	$ 87
Equity method results	—	(54)	54
Gain/(loss) on investments, net	(147)	262	(409)
Loss on extinguishment of debt	(25)	(56)	31
Pension and related benefit/(expense)	73	107	(34)
Miscellaneous, net	(44)	(15)	(29)
Total non-operating expense, net	$ (417)	$ (117)	$ (300)

Interest expense, net. Interest expense, net includes interest expense and interest income. This decreased compared to the March 2021 quarter as a result of our debt reduction initiatives since the December 2020 quarter. During 2021, we made payments of approximately $5.8 billion related to our debt and finance leases, which included approximately $3.8 billion for early repayments. We have continued to pay down our debt in the March 2022 quarter with $1.4 billion of payments on debt and finance lease obligations, including $199 million for the early repurchase of various secured notes and unsecured notes through repurchases on the open market. We continue to seek opportunities to pre-pay our debt, in addition to periodic amortization and scheduled maturities, during the remainder of 2022 and beyond.

Equity method results. Equity method results in 2021 reflected our share of Virgin Atlantic's equity method losses. See Note 4 of the Notes to the Condensed Consolidated Financial Statements for additional information on our equity investments.

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

Loss on extinguishment of debt. Loss on extinguishment of debt reflects the losses incurred in the early repayment of the notes mentioned above.

Pension and related benefit/(expense). Pension and related benefit/(expense) reflects the net periodic benefit/(cost) of our pension and other postretirement and postemployment benefit plans. Based on our level of funding at year-end, we have modified the strategic asset allocation mix to reduce the investment risk of the portfolio. As a result of the lower risk profile of the portfolio, the weighted average expected long-term rate of return on our defined benefit pension plan assets for 2022 net periodic benefit cost is 7.0%.

Miscellaneous, net. Miscellaneous, net primarily includes foreign exchange gains/(losses) and charitable contributions.

Income Taxes

We project that our annual effective tax rate for 2022 will be approximately 25%. In certain interim periods, we may have adjustments to our net deferred tax assets as a result of changes in prior year estimates and tax laws enacted during the period, which will impact the effective tax rate for that interim period.

Refinery Segment

The refinery operated by Monroe primarily produces gasoline, diesel and jet fuel. Monroe exchanges the non-jet fuel products the refinery produces with third parties for jet fuel consumed in our airline operations. Historically, the jet fuel produced and procured through exchanging gasoline and diesel fuel produced by the refinery provided approximately 200,000 barrels per day, or approximately 75% of our pre-COVID-19 pandemic consumption, for use in our airline operations.

During the three months ended March 31, 2022, the refinery operated at near pre-pandemic production levels and a summary of the refinery results is shown below.

Refinery segment financial information

(in millions, except per gallon data)	Three Months Ended March 31, 2022	2021	Increase (Decrease)	% Increase (Decrease)
Exchange products	$ 809	$ 503	$ 306	61 %
Sales of refined products	26	4	22	NM
Sales to airline segment	291	—	291	NM
Third party refinery sales	1,187	540	647	120 %
Operating revenue	$ 2,313	$ 1,047	$ 1,266	121 %
Operating income/(loss)	$ 53	$ (125)	$ 178	NM
Refinery segment impact on airline average price per fuel gallon	$ (0.07)	$ 0.23	$ (0.30)	NM

Refinery revenues increased compared to the three months ended March 31, 2021 due primarily to higher pricing and production during the March 2022 quarter compared to the March 2021 quarter. The refinery generated operating income of $53 million in the March 2022 quarter compared to an operating loss of $125 million in the March 2021 quarter which was driven by the revenue increase described above, and partially offset by increased expense associated with the higher levels of production.

A refinery is subject to annual U.S. Environmental Protection Agency ("EPA") requirements to blend renewable fuels into the gasoline and on-road diesel fuel it produces. Alternatively, a refinery may purchase Renewable Identification Numbers ("RINs") from third parties in the secondary market. The Monroe refinery purchases the majority of its RINs in the secondary market. Observable RINs prices increased slightly during the March 2022 quarter and Monroe incurred $85 million in RINs compliance costs during the three months ended March 31, 2022 compared to $158 million in the three months ended March 31, 2021. The higher expense in the March 2021 quarter resulted from a larger increase in observable RINs prices during that period compared to the slight increase in the March 2022 quarter.

At March 31, 2022, we had a net fair value obligation of $430 million related to RINs compliance costs. Our obligation as of March 31, 2022 was calculated using the proposed Renewable Fuel Standard ("RFS") volume requirements, which were issued in December 2021. The EPA has not finalized the compliance deadlines to retire our obligations for 2020 and 2021, but we expect those deadlines to be within one year of the effective date of the new RFS volume requirements.

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

Operating Statistics

	Three Months Ended March 31,			2022 vs. 2021	2022 vs. 2019
Consolidated[1]	**2022**	**2021**	**2019**	**Increase (Decrease)**	**Increase (Decrease)**
Revenue passenger miles (in millions) ("RPM")	38,700	17,948	51,617	116 %	(25) %
Available seat miles (in millions) ("ASM")	51,810	40,118	62,416	29 %	(17) %
Passenger mile yield	17.85 ¢	15.31 ¢	17.93 ¢	17 %	— %
Passenger revenue per available seat mile ("PRASM")	13.33 ¢	6.85 ¢	14.83 ¢	95 %	(10) %
Total revenue per available seat mile ("TRASM")	18.04 ¢	10.34 ¢	16.78 ¢	74 %	8 %
TRASM, adjusted[2]	15.75 ¢	9.00 ¢	16.63 ¢	75 %	(5) %
Cost per available seat mile ("CASM")	19.56 ¢	13.83 ¢	15.14 ¢	41 %	29 %
CASM-Ex[2]	13.24 ¢	13.01 ¢	11.49 ¢	2 %	15 %
Passenger load factor	75 %	45 %	83 %	30 pts	(8) pts
Fuel gallons consumed (in millions)	751	545	962	38 %	(22) %
Average price per fuel gallon[3]	$ 2.79	$ 1.87	$ 2.06	49 %	35 %
Average price per fuel gallon, adjusted[2][3]	$ 2.79	$ 1.91	$ 2.04	46 %	37 %

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

Fleet Information

Our operating aircraft fleet, purchase commitments and options at March 31, 2022 are summarized in the following table.

Mainline aircraft information by fleet type

	Current Fleet[1]					Commitments	
Fleet Type	**Owned**	**Finance Lease**	**Operating Lease**	**Total**	**Average Age (Years)**	**Purchase**	**Options**
A220-100	41	4	—	45	2.3		
A220-300	10	—	—	10	1.2	40	50
A319-100	55	2	—	57	20.1		
A320-200	56	—	—	56	26.2		
A321-200	69	22	36	127	3.3		
A321-200neo	1	—	—	1	—	154	70
A330-200	11	—	—	11	17.0		
A330-300	28	—	3	31	13.2		
A330-900neo	6	3	5	14	1.5	23	
A350-900	15	—	11	26	3.6	18	
B-717-200	10	46	4	60	20.7		
B-737-800	73	4	—	77	20.6		
B-737-900ER	104	1	49	154	6.1	5	
B-757-200	100	—	—	100	24.6		
B-757-300	16	—	—	16	19.1		
B-767-300ER	41	—	—	41	25.6		
B-767-400ER	21	—	—	21	21.3		
Total	657	82	108	847	14.0	240	120

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

The table below summarizes the aircraft operated by regional carriers on our behalf at March 31, 2022.

Regional aircraft information by fleet type and carrier

	Fleet Type[1]					
Carrier	**CRJ-200**	**CRJ-700**	**CRJ-900**	**Embraer 170**	**Embraer 175**	**Total**
Endeavor Air, Inc.[2]	51	18	124	—	—	193
SkyWest Airlines, Inc.	9	6	44	—	71	130
Republic Airways, Inc.	—	—	—	11	46	57
Total	60	24	168	11	117	380

(1) Includes both active and temporarily parked aircraft.
(2) Endeavor Air, Inc. is a wholly owned subsidiary of Delta.

Financial Condition and Liquidity

As of March 31, 2022, we had $12.8 billion in cash, cash equivalents, short-term investments and aggregate principal amount committed and available to be drawn under our revolving credit facilities ("liquidity"). We expect to meet our liquidity needs for the next twelve months with cash and cash equivalents, short-term investments, restricted cash equivalents and cash flows from operations. We expect to meet our long-term liquidity needs with cash flows from operations and financing arrangements. We are continuing to evaluate the appropriate level of liquidity to maintain following the COVID-19 pandemic though, at least in the near term, we expect this level to be higher than the liquidity maintained prior to the pandemic. By 2024, we expect liquidity to be between $5 billion and $6 billion as we work to reduce our financial obligations and reinvest in the business.

Sources and Uses of Liquidity

Operating Activities

We generated positive cash flows from operations of $1.8 billion and $691 million in the three months ended March 31, 2022 and 2021, respectively. We expect to continue generating positive cash flows from operations during the remainder of 2022.

Our operating cash flow is impacted by the following factors:

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

Since the beginning of the COVID-19 pandemic in the March 2020 quarter, reduced demand for air travel has resulted in a lower level of advance bookings and the associated cash received than we have historically experienced, which has been impacting the typical seasonal trend of air traffic liability. However, domestic demand continued to improve throughout the March 2022 quarter as consumers have regained confidence to travel and increased ticket purchases for travel further in advance. Air traffic liability increased approximately $2.8 billion during the March 2022 quarter, which exceeds our historical seasonal build, reflecting the continued restoration of our business. Our air traffic liability remains above historical levels with no material change to the travel credit balance compared to December 31, 2021.

Fuel. Fuel expense represented approximately 21% and 18% of our total operating expense for the three months ended March 31, 2022 and 2021, respectively. The market price for jet fuel is volatile, which can impact the comparability of our periodic cash flows from operations. The average fuel price per gallon increased substantially during the March 2022 quarter. We expect this elevated jet fuel cost to continue throughout 2022 due to recent market disruptions, further exacerbated by geopolitical events. Fuel consumption was also higher in the March 2022 quarter compared to the March 2021 quarter due to the increase in capacity. We expect that fuel consumption will continue to increase throughout 2022 as we expect to return closer to pre-pandemic levels of capacity and demand for air travel, partially offset by increases in fuel efficiency of our fleet.

New York-JFK Airport Expansion. During 2021, the Port Authority of New York and New Jersey ("Port Authority") approved modified project plans to renovate Terminal 4 and add 10 new gates and other facilities enabling us to move out of Terminal 2 and consolidate our operations at Terminal 4. The project is estimated to cost approximately $1.5 billion and will be funded primarily with bonds issued in April 2022 by the New York Transportation Development Corporation ("NYTDC") for which our landlord, JFK International Air Terminal LLC, is the obligor. Additionally, in April 2022, we amended our sublease to provide for the Terminal 4 expansion project, including the adjustment of our subleased space and rentals. We have not completed our assessment of the project accounting, but we expect that this will increase our lease payments and lease liability and associated ROU asset in 2023. Construction started in late 2021, with Delta's portion of the project estimated to be complete by the end of 2023.

Investing Activities

Short-Term Investments. During the three months ended March 31, 2022, we redeemed a net of $1.1 billion in short-term investments. See Note 3 of the Notes to the Condensed Consolidated Financial Statements for further information on these investments.

Capital Expenditures. Our capital expenditures were $1.8 billion and $438 million for the three months ended March 31, 2022 and 2021, respectively. Our capital expenditures are primarily related to the purchases of aircraft, airport construction projects, fleet modifications and technology enhancements.

We have committed to future aircraft purchases and have obtained, but are under no obligation to use, long-term financing commitments for a substantial portion of the purchase price of the aircraft. Excluding the New York-LaGuardia airport project discussed below, our expected 2022 capital expenditures of approximately $6.0 billion will be primarily for aircraft, including deliveries and advance deposit payments, as well as fleet modifications and technology enhancements and may vary depending on financing decisions.

New York-LaGuardia Redevelopment. As part of the terminal redevelopment project at LaGuardia Airport, we are partnering with the Port Authority to replace Terminals C and D with a new state-of-the-art terminal facility. Construction is underway and is being phased to limit passenger inconvenience. Due to an acceleration effort that commenced in 2020, completion is expected by 2025.

We currently expect our net project costs to be approximately $3.5 billion and we bear the risks of project construction, including any potential cost over-runs. Using funding primarily provided by existing financing arrangements, we expect to spend approximately $750 million on this project during 2022, of which $223 million was incurred in the three months ended March 31, 2022.

Los Angeles International Airport ("LAX"). We have an ongoing terminal redevelopment project at LAX to modernize, update and provide post-security connection to Terminals 2 and 3. Construction is expected to be completed in 2023. The project is expected to cost approximately $2.3 billion. A substantial majority of the project costs are being funded through the Regional Airports Improvement Corporation ("RAIC"), a California public benefit corporation, using a revolving credit facility provided by a group of lenders. The credit facility was executed in 2017 and we have guaranteed the obligations of the RAIC under the credit facility. The revolving credit facility agreement was amended in January 2022, increasing the revolver capacity from $800 million to $1.1 billion.

Financing Activities

Debt and Finance Leases. In the three months ended March 31, 2022, we had cash outflows of approximately $1.4 billion related to repayments of our debt and finance lease obligations, including $199 million for the early repurchase of various secured notes and unsecured notes. We continue to seek opportunities to pre-pay our debt, in addition to periodic amortization and scheduled maturities, during the remainder of 2022 and beyond.

The principal amount of our debt and finance leases was $25.8 billion at March 31, 2022.

Undrawn Lines of Credit

As of March 31, 2022, we had approximately $2.9 billion undrawn and available under our revolving credit facilities. In addition, we had approximately $400 million outstanding letters of credit as of March 31, 2022 that did not affect the availability of our revolving credit facilities.

Covenants

We were in compliance with the covenants in our debt agreements at March 31, 2022.

Critical Accounting Estimates

Except as set forth below, for information regarding our Critical Accounting Estimates, see the "Critical Accounting Estimates" section of "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Form 10-K.

Defined Benefit Pension Plans

Expected Long-Term Rate of Return. Based on our level of funding at year-end, we have modified the strategic asset allocation mix to reduce the investment risk of the portfolio. As a result of the lower risk profile of the portfolio, the weighted average expected long-term rate of return on our defined benefit pension plan assets for 2022 net periodic benefit cost is 7.0%.

Supplemental Information

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

Included below are reconciliations of non-GAAP measures used within this Form 10-Q to the most directly comparable GAAP financial measures. Reconciliations below may not calculate exactly due to rounding. These reconciliations include certain adjustments to GAAP measures, which are directly related to the impact of COVID-19 and our response. These adjustments are made to provide comparability between the reported periods, if applicable, as indicated below:

- *Restructuring charges.* During 2020, we recorded restructuring charges for items such as fleet impairments and voluntary early retirement and separation programs following strategic business decisions in response to the COVID-19 pandemic. In the March 2022 quarter, we recognized $5 million of net adjustments to certain of those restructuring charges, representing changes in our estimates, compared to $44 million of net adjustments in the March 2021 quarter.

- *Government grant recognition.* We recognized $1.2 billion of the grant proceeds from the payroll support program extensions as contra-expense during the March 2021 quarter. We recognized the grant proceeds as contra-expense based on the periods that the funds were intended to compensate and have fully used all proceeds from the payroll support program extensions.

We also regularly adjust certain GAAP measures for the following items, if applicable, for the reasons indicated below:

- *MTM adjustments and settlements on hedges.* Mark-to-market ("MTM") adjustments are defined as fair value changes recorded in periods other than the settlement period. Such fair value changes are not necessarily indicative of the actual settlement value of the underlying hedge in the contract settlement period, and therefore we remove this impact to allow investors to better understand and analyze our core performance. Settlements represent cash received or paid on hedge contracts settled during the applicable period.

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

- *Aircraft fuel and related taxes.* The volatility in fuel prices impacts the comparability of year-over-year financial performance. The adjustment for aircraft fuel and related taxes allows investors to better understand and analyze our non-fuel costs and year-over-year financial performance.

- *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.

- *Delta Private Jets adjustment.* Because we combined Delta Private Jets with Wheels Up in January 2020, we have excluded the impact of Delta Private Jets from 2019 results for comparability.

Operating expense, adjusted reconciliation

	Three Months Ended March 31,		
(in millions)	**2022**	**2021**	**2019**
Operating expense	$ 10,131	$ 5,548	$ 9,452
Adjusted for:			
Restructuring charges	5	44	—
Government grant recognition	—	1,186	—
MTM adjustments and settlements on hedges	4	23	(8)
Third-party refinery sales	(1,187)	(540)	(48)
Delta Private Jets adjustment	—	—	(42)
Operating expense, adjusted	$ 8,954	$ 6,261	$ 9,354

Fuel expense, adjusted reconciliation

				Average Price Per Gallon		
	Three Months Ended March 31,			Three Months Ended March 31,		
(in millions, except per gallon data)	2022	2021	2019	2022	2021	2019
Total fuel expense	$ 2,092	$ 1,017	$ 1,978	$ 2.79	$ 1.87	$ 2.06
Adjusted for:						
MTM adjustments and settlements on hedges	4	23	(8)	0.01	0.04	(0.01)
Delta Private Jets adjustment	—	—	(7)	—	—	(0.01)
Total fuel expense, adjusted	$ 2,097	$ 1,040	$ 1,963	$ 2.79	$ 1.91	$ 2.04

TRASM, adjusted reconciliation

	Three Months Ended March 31,		
	2022	2021	2019
TRASM (cents)	18.04 ¢	10.34 ¢	16.78 ¢
Adjusted for:			
Third-party refinery sales	(2.29)	(1.35)	(0.08)
Delta Private Jets adjustment	—	—	(0.07)
TRASM, adjusted	15.75 ¢	9.00 ¢	16.63 ¢

CASM-Ex reconciliation

	Three Months Ended March 31,		
	2022	2021	2019
CASM (cents)	19.56 ¢	13.83 ¢	15.14 ¢
Adjusted for:			
Restructuring charges	0.01	0.11	—
Government grant recognition	—	2.96	—
Aircraft fuel and related taxes	(4.04)	(2.54)	(3.17)
Third-party refinery sales	(2.29)	(1.35)	(0.08)
Profit sharing	—	—	(0.35)
Delta Private Jets adjustment	—	—	(0.05)
CASM-Ex	13.24 ¢	13.01 ¢	11.49 ¢

Free Cash Flow

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

- *Net redemptions of short-term investments.* Net redemptions of short-term investments represent the net purchase and sale activity of investments and marketable securities in the period, including gains and losses. We adjust for this activity to provide investors a better understanding of the company's free cash flow generated by our operations.

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

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

Free cash flow reconciliation

	Three Months Ended March 31,		
(in millions)	**2022**	**2021**	**2019**
Net cash provided by operating activities	$ 1,771	$ 691	$ 1,942
Net cash used in investing activities	(749)	(60)	(1,096)
Adjusted for:			
Net redemptions of short-term investments	(1,120)	(210)	(206)
Strategic investments and related	107	(19)	—
Net cash flows related to certain airport construction projects and other	188	308	111
Free cash flow	$ 197	$ 710	$ 751

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

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

ITEM 4. CONTROLS AND PROCEDURES

Our management, including our Chief Executive Officer and Chief Financial Officer, performed an evaluation of our disclosure controls and procedures, which have been designed to permit us to effectively identify and timely disclose important information. Our management, including our Chief Executive Officer and Chief Financial Officer, concluded that the controls and procedures were effective as of March 31, 2022 to ensure that material information was accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

During the three months ended March 31, 2022, we did not make any changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

"Item 3. Legal Proceedings" of our Form 10-K includes a discussion of our legal proceedings. There have been no material changes from the legal proceedings described in our Form 10-K.

ITEM 1A. RISK FACTORS

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

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

The following table presents information with respect to purchases of common stock we made during the March 2022 quarter. The table reflects shares withheld from employees to satisfy certain tax obligations due in connection with grants of stock under the Delta Air Lines, Inc. Performance Compensation Plan (the "Plan"). The Plan provides for the withholding of shares to satisfy tax obligations. It does not specify a maximum number of shares that can be withheld for this purpose. The shares of common stock withheld to satisfy tax withholding obligations may be deemed to be "issuer purchases" of shares that are required to be disclosed pursuant to this Item.

Shares purchased / withheld from employee awards during the March 2022 quarter

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans	Approximate Dollar Value (in millions) of Shares That May Yet be Purchased Under the Plan
January 2022	24,568	$ 39.43	24,568	$ —
February 2022	706,901	$ 41.06	706,901	$ —
March 2022	1,474	$ 37.49	1,474	$ —
Total	732,943		732,943	

ITEM 5. OTHER INFORMATION

Anchor Tenant Agreement Supplement

We previously announced plans to enhance and expand our facilities at Terminal 4 at JFK to strengthen our competitive position and customer service in New York City and to enable Delta to move out of Terminal 2 and consolidate our operations at Terminal 4. The Terminal 4 expansion project includes ten new gates, certain other new or expanded facilities and enhancements to existing terminal facilities. The project is estimated to cost approximately $1.5 billion, and construction started in late 2021 with Delta's portion of the project estimated to be complete by the end of 2023.

As previously disclosed, we are the sublessee under an Anchor Tenant Agreement with JFK International Air Terminal LLC (“IAT”), a private party that operates Terminal 4 at JFK under a long term lease with the Port Authority of New York and New Jersey (the “Port Authority”). Delta has a non-controlling membership interest in the sole member of IAT. The Anchor Tenant Agreement covers our occupancy of Terminal 4, both before and after completion of the Terminal 4 expansion.

On April 8, 2022, the New York Transportation Development Corporation (the “Issuer”) issued approximately $1.32 billion of tax-exempt special facility revenue bonds (the “Series 2022 Bonds”), the proceeds of which will be used in part to fund a portion of the costs of the Terminal 4 expansion project. Payments of principal and interest on the Series 2022 Bonds will be payable from payments to be made by IAT to the Issuer pursuant to a loan agreement between the two parties, and such payments will be made from the revenues derived from IAT’s operation and management of Terminal 4 at JFK, after payment of certain expenses.

On April 8, 2022, we entered into the Sixth Supplement to the Anchor Tenant Agreement with IAT pursuant to which we will be obligated to pay additional rentals to IAT that allow IAT to (i) recover from us an amount equal to the allocable debt service on the Series 2022 Bonds and (ii) recover from us an amount equal to our share of IAT’s costs allocated to any additional common/shared areas of Terminal 4. In addition to our monthly rental obligations, we will also pay for a portion of the costs of the Terminal 4 expansion project through direct payment of certain costs by us.

We currently estimate that the annual rent under the Anchor Tenant Agreement for 2024 (the first full year following completion of Delta’s portion of the Terminal 4 expansion) will be approximately $300 million. The actual amount will depend on various factors, including, among others, the actual costs of construction, our share of activity at Terminal 4, including passenger and baggage counts, and IAT’s actual expenses of operating Terminal 4.

ITEM 6. EXHIBITS

(a) Exhibits

3.1(a) Delta's Amended and Restated Certificate of Incorporation (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on April 30, 2007).*

3.1 (b) Amendment to Amended and Restated Certificate of Incorporation (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on June 27, 2014).*

3.2 Delta's Bylaws (Filed as Exhibit 3.1 to Delta's Current Report on Form 8-K as filed on February 8, 2019).*

4.1 Description of Registrant's Securities (Filed as Exhibit 4.1 to Delta's Annual Report on Form 10-K for the year ended December 31, 2020).*

10.1 Model Award Agreement for the Delta Air Lines, Inc. 2022 Long-Term Incentive Program

15 Letter from Ernst & Young LLP regarding unaudited interim financial information

31.1 Certification by Delta's Chief Executive Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022

31.2 Certification by Delta's Chief Financial Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022

32 Certification pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code by Delta's Chief Executive Officer and Chief Financial Officer with respect to Delta's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2022

101.INS Inline XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.

101.SCH Inline XBRL Taxonomy Extension Schema Document

101.CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document

101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document

101.LAB Inline XBRL Taxonomy Extension Labels Linkbase Document

101.PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document

104 The cover page from this Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, formatted in Inline XBRL (included in Exhibit 101)

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* Incorporated by reference.

SIGNATURE

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

Delta Air Lines, Inc.
(Registrant)

/s/ William C. Carroll

William C. Carroll
Senior Vice President - Controller
(Principal Accounting Officer)

April 13, 2022

DELTA AIR LINES, INC. 2022 LONG-TERM INCENTIVE PROGRAM
AWARD AGREEMENT

Date of this Agreement:
Grant Date:

[Participant]

This Award Agreement (the "***Agreement***") describes the terms of your long-term incentive program award (the "***Award***") under the Delta Air Lines, Inc. Performance Compensation Plan (the "***Plan***") for 2022 (the "***2022 LTIP***"). Capitalized terms that are used but not otherwise defined in this Agreement have the meaning set forth in the Plan. For this Award to remain effective, you must accept the Award in accordance with Section 9 on or before the date that is 30 calendar days after the date of this Agreement (the "***Acceptance Date***"). If you do not accept the Award as required, the Award and this Agreement will become void and of no further effect as of 5:00 p.m. Eastern Time on the Acceptance Date.

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

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

(b) ***Performance-Based Restricted Stock Units.*** You are hereby awarded, on the Grant Date, [NUMBER] PRSUs.

[(c) ***Cash Award***. You are hereby awarded, on the Grant Date, a Cash Award in the amount of $[AMOUNT]. OR

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

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

(a) ***Confidential or Proprietary Information***

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

Confidential or Proprietary Information consisting of Trade Secrets (as defined in Section 2(b)) shall remain in effect for so long as governing law allows.

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

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

(b) Trade Secrets

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

so long as such information remains a Trade Secret as defined by Georgia law and/or the law of the United States, you will hold in a fiduciary capacity for the benefit of Delta and will not directly or indirectly make use of, on your own behalf or on behalf of others, any Trade Secret, or transmit, reveal or disclose any Trade Secret to any person, concern or entity. Nothing in this Agreement is intended, or shall be construed, to limit the protections of any applicable law protecting trade secrets.

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

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

(d) Non-Competition Agreement

(i) You acknowledge and agree with the following:

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

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

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

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

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

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

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

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

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

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

(iii) Nothing in this Section 2(d) will restrict your employment in any position, function, or role with any airline or entity not defined in Section 2(d) or Exhibit 1 hereto. Further, notwithstanding anything in this Section 2(d) to the contrary, these restrictions shall not apply to employment with Airco Aviation Services, LLC ("***Airco***"), or its wholly owned subsidiaries, including DAL Global Services, LLC (d/b/a Unifi Services) for any period during which Delta owns at least 49% of Airco.

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

(f) ***No Statements.*** You hereby agree that you will not, both during the term of your employment with Delta and after your Termination of Employment, (i) make any oral or written statement to the news media, in any public forum, or to any business competitive with Delta concerning any actions or inactions by Delta or any of its current or former subsidiaries or Affiliates or any of their present or former officers, directors, or employees (the "***Delta Parties***"), relative to the Delta Parties' compliance with any state, federal or local law or rule or (ii) make any oral or written statement or take any other action that disparages or criticizes the Delta Parties, including, but not limited to, any such statement that damages the Delta Parties' good reputation or impairs their normal operations or activities.

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

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

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

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

3. <u>Dispute Resolution</u>

(a) ***Arbitration.*** You hereby agree that, except as expressly set forth below, all disputes and any claims arising out of or under or relating to the Award or this Agreement, including, without limitation, any dispute or controversy as to the validity, interpretation, construction, application, performance, breach or enforcement of this Agreement or any of its terms, shall be submitted for and settled by mandatory, final and binding arbitration in accordance with the Commercial Arbitration Rules then prevailing of the American Arbitration Association. Unless an alternative locale is otherwise agreed to in writing by the parties to this Agreement, the arbitration shall be conducted in Atlanta, Georgia. The arbitrator will apply Georgia law to the merits of any dispute or claim without reference to rules of conflicts of law. Any award rendered by the arbitrator shall provide the full remedies available to the parties under the applicable law and shall be final and binding on each of the parties hereto and their heirs, executors, administrators, successors and assigns and judgment may be entered thereon in any court having jurisdiction. You hereby consent to the personal jurisdiction of the state and federal courts in the State of Georgia with venue in Atlanta for any action or proceeding arising from or relating to any arbitration under this Agreement. The prevailing party in any such arbitration shall be entitled to an award by the arbitrator of all reasonable attorneys' fees and expenses incurred in connection with the arbitration. However, Delta will pay all fees associated with the American Arbitration Association and the arbitrator. All parties must initial here for this Section 3 to be effective:

___________________ [Participant]

___________________ Delta Air Lines, Inc., Kelley Elliott, Vice President – Total Rewards

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

(c) Consequences of Breach. Furthermore, you acknowledge that, in partial consideration for the Award described in this Agreement, Delta is requiring that you agree to and comply with the terms of Section 2, and you hereby agree that, without limiting any of the foregoing, should you violate any of the covenants included in Section 2, you will not be entitled to and shall not receive any Awards under the 2022 LTIP as set forth in this Agreement and any outstanding Awards will be forfeited.

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

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

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

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

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

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

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

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

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

10. **Fractions.** Any calculation under the 2022 LTIP that results in a fractional amount will be rounded to two decimal points.

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

12. **Section 409A of the Code.** To the extent required to be in compliance with Section 409A of the Code, and the regulations promulgated thereunder (together, "***Section 409A***")**,** notwithstanding any other provision of the Plan, (a) any payment or benefit to which a Participant is eligible with respect to the 2022 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 2022 LTIP may be adjusted in such manner as to comply with Section 409A and maintain the intent of the 2022 LTIP to the maximum extent possible. More specifically, to the extent any payment provided to a Participant under the 2022 LTIP constitutes non exempted deferred compensation under Section 409A and the Participant is at the time of the Participant's Termination of Employment considered to be a "specified employee" pursuant to the Company's policy for determining such employees, the payment of any such non exempted amount and the provision of such non exempted benefits will be delayed for six months following the Participant's separation from service. Notwithstanding the foregoing, Delta shall not have any liability to any Participant or any other person if any payment is determined to constitute "nonqualified deferred compensation" within the meaning of

Section 409A and does not satisfy the additional conditions applicable to nonqualified deferred compensation under Section 409A.

* * * *

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

DELTA AIR LINES, INC.

By: ______________________________

Name: Kelley Elliott
Title: Vice President—Total Rewards

PARTICIPANT

____

[PARTICIPANT]

Date:

Exhibit 1

Subsidiary and Company Division Competitors

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

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

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

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

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

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

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

APPENDIX A

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

A. Performance Award

1. *Payout Criteria and Form of Payment*. Except as otherwise expressly set forth in this Section A, payment, if any, of a Performance Award will be based on the Company's performance during the period beginning on January 1, 2022 and ending on and including December 31, 2024 (the "***Performance Period***"). The actual payout, if any, of a Performance Award will be determined by the Committee pursuant to the achievement of certain performance criteria established by the Committee to measure the Company's performance during the Performance Period (the "***Performance Measures***"). A description of the Performance Measures and amounts to be earned, if any, for the various levels of performance, which shall not exceed 200% of the target level, will be communicated to Participants in such manner as the Committee deems appropriate. The payout, if any, of a Performance Award will be made in cash.

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

3. *Timing of Payment*. The payout, if any, of a Performance Award that vests under Section A.2 will be made as soon as practicable after the Committee certifies the achievement of the Performance Measures and the payment amount can be finally determined, but in no event later than March 15, 2025, unless it is administratively impracticable to do so and such impracticability was not foreseeable at the end of 2024, in which case such payment shall be made as soon as administratively practicable after March 15, 2025.

4. *Accelerated Vesting/Forfeiture upon Terminations of Employment [Occurring Prior to October 1, 2022]*. Effective for Terminations of Employment [that occur prior to October 1, 2022], 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, subject to the Participant's execution of a waiver and release of claims in a form and manner satisfactory to the Company (a "***Release***"), the Participant's target Performance Award will be recalculated and will be the result of the following formula (the "***Adjusted Performance Award***"): $S \times (T \div 36)$ where,

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

T = the number of calendar months from January 1, 2022 to the date of such Termination of Employment (rounded up for any partial month).

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

(b) *Voluntary Resignation.* Upon a Participant's Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement) prior to the end of the workday on September 30, 2022, the Participant will immediately forfeit the Performance Award as of the date of such Termination of Employment. In the event a Participant incurs a

Termination of Employment by reason of a voluntary resignation on or after January 1, 2025, subject to the Participant's execution of a Release, the Participant will remain eligible for any unpaid Performance Award, which award will vest and become payable under Sections A.2 and A.3 in the same manner and to the same extent as if the Participant's employment had continued.

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

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

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

(f) *Retirement-Eligible Participants Who Incur a Termination of Employment for Other Reasons.* If a Participant who is eligible for Retirement is or would be terminated by the Company without Cause, such Participant shall be considered to have been terminated by the Company without Cause for purposes of this Agreement rather than having retired, but only if the Participant acknowledges that, absent Retirement, the Participant would have been terminated by the Company without Cause. If, however, the employment of a Participant who is eligible for Retirement is terminated by the Company for Cause, then, regardless of whether the Participant is considered as a retiree for purposes of any other program, plan or policy of the Company, for purposes of this Agreement, the Participant's employment shall be considered to have been terminated by the Company for Cause.

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

[5. *Accelerated Vesting/Forfeiture upon Terminations of Employment Occurring On or After October 1, 2022*. Effective for Terminations of Employment that occur on or after October 1, 2022, the Performance Award is subject to the following terms and conditions:

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

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

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

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

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

[6. *Definitions*.

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

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

B. Performance Restricted Stock Units

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

2. *Payout Criteria*. Except as otherwise expressly set forth in this Section B, payment, if any, of the PRSUs will be based on the Company's performance during the relevant performance period. The actual, payout, if any, of the PRSUs will be determined by the Committee pursuant to the achievement of certain performance criteria established by the Committee to measure the Company's performance during the relevant performance period (the "***PRSU Performance Measures***"). The actual number of PRSUs that may vest, if any, may range from zero to 300% of the target level based on the level of performance achieved. A description of the RSU Performance Measures and the relevant performance period will be communicated to Participants in such manner as the Committee deems appropriate.

3. *Vesting*. Subject to the terms of the Plan and all other conditions included this Agreement, the PRSUs shall vest at the end of the relevant performance period to the extent that the Company's actual results with respect to the RSU Performance Measures meet or exceed the

applicable minimum performance level. Any portion of the PRSUs that does not vest at the end of the relevant performance period will immediately lapse and become void.

4. *Payment; Timing of Settlement*. The payment, if any, of the PRSUs that vest under Section B.3 will be made in Shares in an amount equal to the number of vested PRSUs. The vested PRSUs shall be settled as soon as practicable after the Committee certifies the achievement of the PRSU Performance Measures and the payment amount can be finally determined, but in no event later than March 15, 2025, unless it is administratively impracticable to do so and such impracticability was not foreseeable at the end of 2024, in which case such payment shall be made as soon as administratively practicable after March 15, 2025.

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

6. *Accelerated Vesting/Forfeiture upon Terminations of Employment [Occurring Prior to October 1, 2022]*. Effective for Terminations of Employment [that occur prior to October 1, 2022], the PRSUs are subject to the following terms and conditions:

(a) *Without Cause or For Good Reason.* Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, subject to the Participant's execution of a Release, the Participant's target PRSU Award will be recalculated and will be the result of the following formula (the "***Adjusted PRSU Award***"): S × (T ÷ 36) where,

S = the number of PRSUs awarded on the Grant Date; and

T = the number of calendar months from January 1, 2022 to the date of such Termination of Employment (rounded up for any partial month).[1]

Thereafter, the Participant will be eligible to receive a payment, if any, based on the Adjusted PRSU Award which will vest and become payable under Sections B.3 and B.4 in the same manner and to the same extent as if the Participant's employment had continued.

(b) *Voluntary Resignation.* Upon a Participant's Termination of Employment by reason of a voluntary resignation (other than for Good Reason or Retirement) prior to the end of the workday on September 30, 2022, the Participant will immediately forfeit the PRSUs as of the date of such Termination of Employment.

(c) *Retirement.* Subject to Section B.6(f), upon a Participant's Termination of Employment due to Retirement, subject to the Participant's execution of a Release, the Participant's target PRSU Award will be recalculated in accordance with the formula set forth in Section B.6(a). Thereafter, the Participant will be eligible to receive a payment, if any, based on the Adjusted PRSU Award which will vest and become payable under Sections B.3 and B.4 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 PRSUs will immediately become vested at the target level

[1] If this formula results in any fractional unit, the Adjusted PRSU Award will be rounded up to the nearest whole unit.

and such vested PRSUs will be paid in accordance with Section B.4 as soon as practicable thereafter to the Participant or the Participant's estate, as applicable.

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

(f) *Retirement-Eligible Participants Who Incur a Termination of Employment for Other Reasons.* If a Participant who is eligible for Retirement is or would be terminated by the Company without Cause, such Participant shall be considered to have been terminated by the Company without Cause for purposes of this Agreement rather than having retired, but only if the Participant acknowledges that, absent Retirement, the Participant would have been terminated by the Company without Cause. If, however, the employment of a Participant who is eligible for Retirement is terminated by the Company for Cause, then, regardless of whether the Participant is considered as a retiree for purposes of any other program, plan or policy of the Company, for purposes of this Agreement, the Participant's employment shall be considered to have been terminated by the Company for Cause.

(g) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to the second anniversary of such Change in Control, subject to the Participant's execution of a Release, the Participant's PRSUs shall immediately become vested at the target level and such amount will be paid to the Participant as soon as practicable. With respect to any Participant who incurs a Termination of Employment by the Company without Cause or 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 PRSU Award, will immediately become vested and be paid in accordance with Section B.4 to the Participant as soon as practicable.

[7. *Accelerated Vesting/Forfeiture upon Terminations of Employment Occurring On or After October 1, 2022*. Effective for Terminations of Employment that occur on or after October 1, 2022, the PRSUs are subject to the following terms and conditions:

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

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

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

(d) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to the second anniversary of such Change in Control, subject to the Participant's execution of a Release, the Participant's PRSUs shall immediately become vested at the target level and such amount will be paid to the Participant as soon as practicable. With respect to any Participant who incurs a Termination of Employment by the Company without Cause or 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 PRSU Award, will immediately become vested and be paid in accordance with Section B.4 to the Participant as soon as practicable.

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

[C. Cash Award

1. *Risk of Forfeiture*. Until a Cash Award becomes vested and paid under Section C.3 or C.4, a Participant will not be permitted to sell, exchange, assign, transfer or otherwise dispose of the unvested Cash Award or any interest in the unvested Cash Award, and the Cash Award will be subject to forfeiture as set forth below.

2. *Vesting*. Subject to the terms of the Plan and this Agreement, the Cash Award shall vest on May 31, 2023.

3. *Timing of Payment*. The payment of a Cash Award that vests under Section C.2 will be made as soon as practicable after the vesting date, but in no event later than March 15, 2024, unless it is administratively impracticable to do so and such impracticability was not foreseeable at the end of 2023, in which case such payment shall be made as soon as administratively practicable after March 15, 2024.

4. *Accelerated Vesting/Forfeiture Upon Terminations of Employment*. In addition to the other provisions of the Plan and this Agreement, the Cash Award is subject to the following terms and conditions:

(a) *In General*. Unless the Committee determines otherwise, upon a Participant's Termination of Employment by (i) reason of a voluntary resignation or Retirement or (ii) the Company for Cause, the Participant will immediately forfeit any unpaid Cash Award as of the date of such Termination of Employment.

(b) *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, subject to the Participant's execution of a Release, the Participant's Cash Award will be recalculated and will be the result of the following formula (the "***Adjusted Cash Award***"): $S \times (T \div 15)$ where,

S = the Cash Award amount; and

T = the number of calendar months from January 1, 2022 to the date of such Termination of Employment (rounded up for any partial month).

Thereafter, the Adjusted Cash Award will become immediately vested as of the date of such Termination of Employment and such amount will be paid as soon as practicable thereafter to the Participant. Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, any unvested Cash Award, other than the Adjusted Cash Award portion, shall be immediately forfeited.

(c) *Death or Disability*. Upon a Participant's Termination of Employment due to death or Disability, the Participant's Cash Award will immediately vest as of the date of such Termination of Employment, and such amount will be paid as soon as practicable thereafter to the Participant or the Participant's estate, as applicable.

(d) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason on or after a Change in Control but prior to May 31, 2023, subject to the Participant's execution of a Release, the Participant's outstanding Cash Award will immediately vest, and such amount will be paid to the Participant as soon as practicable.]

OR

[C. Restricted Stock

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

2. *Lapse of Restrictions—Continued Employment.* Subject to the terms of the Plan and this Agreement, the Restrictions shall lapse and be of no further force or effect with respect to one-third of the Shares of Restricted Stock on each of the following dates: (a) February 1, 2023 ("***First RS Installment***"); (b) February 1, 2024 ("***Second RS Installment***"); and (c) February 1, 2025 ("***Third RS Installment***").

3. *Lapse of Restrictions/Forfeiture upon Terminations of Employment.* In addition to the other provisions of the Plan and this Agreement, the Restricted Stock and the Restrictions set forth in this Section A are subject to the following terms and conditions:

(a) *Without Cause or For Good Reason.* Upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if 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 "***Release***"), with respect to any portion of the Restricted Stock subject to the Restrictions, the Restrictions shall immediately lapse on the Pro Rata RS Portion as of the date of such Termination of Employment. Upon the Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason, any Restricted Stock that remains subject to the Restrictions, other than the Pro Rata RS Portion, shall be immediately forfeited.

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

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

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[2] For purposes of this Appendix A, one calendar month is calculated from the date of measurement to the same or closest numerical date occurring during the following month. For example, one calendar month from January 31, 2022 will elapse as of February 28, 2022, two months will elapse on March 31, 2022, and so on.

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

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

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

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

(f) *Retirement-Eligible Participants Who Incur a Termination of Employment for Other Reasons.* If a Participant who is eligible for Retirement is or would be terminated by the Company without Cause, such Participant shall be considered to have been terminated by the Company without Cause for purposes of this Agreement rather than having retired, but only if the Participant acknowledges that, absent Retirement, the Participant would have been terminated by the Company without Cause. If, however, the employment of a Participant who is eligible for Retirement is terminated by the Company for Cause, then, regardless of whether the Participant is considered as a retiree for purposes of any other program, plan or policy of the Company, for purposes of this Agreement, the Participant's employment shall be considered to have been terminated by the Company for Cause.

(g) *Change in Control*. Notwithstanding the foregoing and subject to Section 11 of this Agreement, upon a Participant's Termination of Employment by the Company without Cause or by the Participant for Good Reason (including the Termination of Employment of the Participant if 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, with respect to any RS Installment that is not then vested, subject to the Participant's execution of a Release, any Restrictions in effect shall immediately lapse on the date of such Termination of Employment and be of no further force or effect as of such date.

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

Exhibit 15

April 13, 2022

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

We are aware of the incorporation by reference in the Registration Statements (Form S-3 No.'s 333-262678 and 333-238725 and Form S-8 No.'s 333-142424, 333-149308, 333-154818, 333-151060 and 333-212525) of Delta Air Lines, Inc. for the registration of its securities of our report dated April 13, 2022 relating to the unaudited condensed consolidated interim financial statements of Delta Air Lines, Inc. that are included in its Form 10-Q for the quarter ended March 31, 2022.

/s/ Ernst & Young LLP

Exhibit 31.1

I, Edward H. Bastian, certify that:

1. I have reviewed this annual report on Form 10-K of Delta Air Lines, Inc. ("Delta") for the annual period ended March 31, 2022;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Delta as of, and for, the periods presented in this report;
4. Delta's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Delta and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to Delta, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of Delta's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in Delta's internal control over financial reporting that occurred during Delta's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, Delta's internal control over financial reporting; and
5. Delta's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to Delta's auditors and the Audit Committee of Delta's Board of Directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Delta's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in Delta's internal control over financial reporting.

April 13, 2022

/s/ Edward H. Bastian

Edward H. Bastian
Chief Executive Officer

Exhibit 31.2

I, Daniel C. Janki, certify that:

1. I have reviewed this annual report on Form 10-K of Delta Air Lines, Inc. ("Delta") for the annual period ended March 31, 2022;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Delta as of, and for, the periods presented in this report;
4. Delta's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Delta and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to Delta, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of Delta's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in Delta's internal control over financial reporting that occurred during Delta's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, Delta's internal control over financial reporting; and
5. Delta's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to Delta's auditors and the Audit Committee of Delta's Board of Directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Delta's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in Delta's internal control over financial reporting.

April 13, 2022

/s/ Daniel C. Janki

Daniel C. Janki
Executive Vice President and Chief Financial Officer

Exhibit 32

April 13, 2022
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Ladies and Gentlemen:

The certifications set forth below are hereby submitted to the Securities and Exchange Commission pursuant to, and solely for the purpose of complying with, Section 1350 of Chapter 63 of Title 18 of the United States Code in connection with the filing on the date hereof with the Securities and Exchange Commission of the annual report on Form 10-K of Delta Air Lines, Inc. ("Delta") for the annual period ended March 31, 2022 (the "Report").

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

1. such Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Delta.

/s/ Edward H. Bastian
Edward H. Bastian
Chief Executive Officer

/s/ Daniel C. Janki
Daniel C. Janki
Executive Vice President and Chief Financial Officer