



DELTA PILOTS MUTUAL AID, INC.
BY-LAWS

As Amended and Restated Effective January 1, 2026

TABLE OF CONTENTS

ARTICLE I	DPMA ADMINISTRATION AND OPERATION	PAGE 1
ARTICLE II	MEMBERSHIP AND FUNDING	PAGE 4
ARTICLE III	BOARD OF DIRECTORS	PAGE 5
ARTICLE IV	OFFICERS AND THEIR DUTIES	PAGE 10
ARTICLE V	RESERVED	PAGE 12
ARTICLE VI	COMMITTEES	PAGE 13
ARTICLE VII	LIABILITY OF TRUSTEES, OFFICERS, AND EMPLOYEES OF DPMA	PAGE 15
ARTICLE VIII	GENERAL	PAGE 18
ARTICLE IX	AMENDMENTS TO BY-LAWS	PAGE 22
ARTICLE X	DISSOLUTION	PAGE 23

ARTICLE I

DPMA ADMINISTRATION AND OPERATION

Section 1. Name

The name of this Nonprofit Corporation is Delta Pilots Mutual Aid, Inc. (hereinafter referred to as "DPMA").

Section 2. Formation and Purpose

DPMA was established effective January 1, 1996. Subject to the limitations and conditions set forth in these By-Laws, the purpose of DPMA is to afford financial aid to its members in the event of a loss of earning power through death, sickness, or disability (mental or physical) of a Member while employed by Delta Air Lines, Inc. (hereinafter referred to as "Delta."). This purpose is carried out through the Delta Pilots Mutual Aid Voluntary Employees' Beneficiary Association Plan (the "Plan").

On January 1, 2009, DPMA was expanded to cover former pilot employees of Northwest Airlines, Inc. ("NWA") who became Delta pilots as a result of the merger of NWA with and into Delta on October 30, 2008. The provision of DPMA benefits to the FNWA Pilots is carried out through the section of this plan designated as the Delta Pilots Mutual Aid/Former Northwest Airline Pilots ("DPMA/FNWAP").

Section 3. Definitions

All definitions of the terms defined in Article I, Section 2 of the Plan shall also apply to these By-Laws. Notwithstanding the foregoing, the following definitions shall apply when the terms are used in these By-Laws:

- (a) "Board" means the Board of Directors of DPMA, as discussed in Article III, which shall be the Board of Trustees of the Plan and Trust. The word "Board" refers synonymously to both the Board of Directors and the Board of Trustees.
- (b) "DCC" means the date of corporate closing of the merger transaction of Delta Air Lines, Inc. and Northwest Airlines, Inc., which was October 30, 2008.
- (c) "Delta" means Delta Air Lines, Inc.
- (d) "DPMA Account" means the portion of the funds in the VEBA Trust associated with DPMA benefits. Pre-May 1, 2025 Amounts held in the DPMA Account are subject to the Exclusivity Rule. Post-April 30, 2025 Amounts are not subject to the Exclusivity Rule.
- (e) "DPMA Working Fund" means a fund established for the purpose of paying DPMA operating expenses.

- (f) “DPMA/FNWAP” means the portion of the Plan that applies to the FNWA Pilots, which is separately funded by the DPMA/FNWAP Account within the Plan.
- (g) “DPMA/FNWAP Account” means the portion of the funds in the VEBA Trust associated with DPMA/FNWAP benefits. Pre-May 1, 2025 Amounts held in the DPMA Account are subject to the Exclusivity Rule. Post-April 30, 2025 Amounts held in the DPMA Account are not subject to the Exclusivity Rule.
- (h) “DPMA/FNWAP Working Fund” means a fund established for the purpose of paying DPMA/FNWAP operating expenses.
- (i) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- (j) “Exclusivity Rule” refers to the requirement that all Pre-May 1, 2025 Amounts held in either the DPMA Account or the DPMA/FNWAP Account be used exclusively to pay for benefits and administrative costs of Members of the pilot group associated with each Account (i.e., Pre-May 1, 2025 Amounts held in the DPMA Account must be used exclusively to pay for benefits and administrative costs for Members who are not FNWA Pilots and Pre-May 1, 2025 Amounts held the DPMA/FNWAP Account must be used exclusively to pay for benefits and administrative costs for Members who are FNWA Pilots). Post-April 30, 2025 Amounts are not subject to the Exclusivity Rule and may be used (subject to the requirements under Article III, Section 2 to exhaust all Pre-May 1, 2025 Amounts before Post-April 30, 2025 Amounts may be used to pay benefits) at the Board’s discretion to pay for benefits of any Member without regard to whether the Member is or is not a FNWA Pilot.
- (k) “Former Northwest Airline Pilot” or “FNWA Pilot” means a pilot who was employed by NWA and became employed by Delta as a result of the merger between Delta and NWA in 2008.
- (l) “NWA” means Northwest Airlines, Inc., as it existed prior to its merger with and into Delta as of the date of corporate closing.
- (m) “Pilot Working Agreement” or “PWA” means the agreement between Delta pilots and Delta regarding terms and conditions of employment at Delta including compensation, benefits, and work rules.

Section 4. VEBA/Non-Profit

DPMA is exempt from tax as a Voluntary Employees’ Beneficiary Association (“VEBA”) under Internal Revenue Code Section 501(c)(9). In addition, DPMA is organized as a Nonprofit Corporation under Georgia law.

Section 5. Independent, Voluntary Association

DPMA is an independent association of certain Delta Pilots who have elected or will affirmatively elect to be DPMA Members at the beginning of their employment with Delta.

DPMA/FNWAP is a Program of DPMA that is separately funded by the DPMA/FNWAP Account within the VEBA. All provisions of the Plan and these By-Laws apply to DPMA/FNWAP unless specified otherwise in the Plan or these By-Laws, or where the context clearly suggests applicability only to the non-DPMA/FNWAP portion of the Plan.

The decision to participate in DPMA or DPMA/FNWAP is voluntary. DPMA Members are free to terminate membership in DPMA or DPMA/FNWAP at any time under the terms of the Plan.

Section 6. Severability

If any provision of these By-Laws shall be held invalid or illegal for any reason, any invalidity or illegality shall not affect the remaining parts of the By-Laws, but the By-Laws shall be construed and enforced as if the invalid or illegal provision had never been inserted. DPMA shall have the privilege and opportunity to correct and remedy those questions of invalidity or illegality by amendment as provided in the By-Laws.

Section 7. Headings

All Article and Section headings in these By-Laws have been inserted for convenience only and shall not determine the meaning of the content thereof.

ARTICLE II

MEMBERSHIP AND FUNDING

Section 1. Membership

Any Delta employee who is classified as a pilot on the Delta Pilot System Seniority List (“the List”) is eligible to participate as a Member of DPMA, subject to the terms and conditions set forth in the Plan.

Any FNWA Pilot who was active on the pilot seniority list on the DCC is eligible to participate as a Member of the DPMA/FNWAP Program of the Plan, per the PWA, effective as of the beginning of the DPMA/FNWAP program, as provided in the procedures for membership outlined in the Plan. Any FNWA Pilot who was inactive on List on DCC but who later becomes active on the List shall be eligible to participate as a Member of the DPMA/FNWAP Program of the Plan, effective upon their return to such active status, as provided in the procedures for membership outlined in the Plan.

Section 2. Funding

- (a) DPMA will establish procedures to provide funding for the Plan under the terms of the Plan provisions.
- (b) While the DPMA Account, the DPMA/FNWAP Account, the DPMA Working Fund, and the DPMA/FNWAP Working Fund are all part of the VEBA, the monies in each such account shall be segregated for accounting and investment purposes from the other accounts.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Voting; Qualification

- (a) The governing body of DPMA shall be the Board of Directors, which also shall be the Board of Trustees for the Plan and Trust. The word "Board" shall refer synonymously to both the Board of Directors and the Board of Trustees, which shall be made up of the same members at all times.
- (b) The Board shall consist of active and/or disabled Delta Pilots who are DPMA Members and have not reached FAA mandatory retirement age for commercial pilots. Each member of the Board (referred to herein as a "Trustee") shall have one (1) vote.
- (c) Trustees must be Members of DPMA or a disabled Delta Pilot who was a DPMA Member in good standing at the time of their disability. Notwithstanding the foregoing, in the event an individual is elected to the Board while an active or disabled Delta pilot and such Trustee is subsequently furloughed from their duties as a Delta pilot during the Trustee's term of office, such Trustee shall remain eligible to serve as a member of the Board until the expiration of the Trustee's then current term unless the Trustee is reelected pursuant to Section 2, resigns under Section 3, or is removed under Section 12.
- (d) Notwithstanding subsection (b) above, a Trustee's term shall end at such time as the Trustee ceases to be a DPMA Member due to nonpayment of dues, termination of employment with Delta, or cessation of the DPMA/FNWAP program.
- (e) As Board seats become vacant, candidates for such seats shall be nominated pursuant to the procedures outlined in the current DPMA Succession Policy. Candidates for Board seats shall be voted on by ballot. If the number of candidates for Trustee equals the number of Board seats that are available, the candidates shall be considered to be elected if approved by a majority vote of the ballots cast. If there are more candidates to be Trustee than positions available, the candidate(s) with the most votes of the ballots cast will be elected. Upon election, the new Trustee(s) shall be trained pursuant to the current DPMA Succession Policy.

Section 2. Term of Office and Rotation of Board Members

Trustees shall normally serve a term of two (2) years or until the election of their successors, except as provided below. The incumbent Chairman may determine the number and identity of Trustees who shall serve terms of only one (1) year in order that each year approximately one-half of the Board seats will become available for election of Trustees. The Board shall elect Trustees by ballot and Trustees so elected shall begin their terms normally at the conclusion of the annual meeting.

Section 3. Resignation; Vacancy on Board

Members of the Board may resign at any time upon notice to the Chairman, who will inform the Board of the vacancy. Any vacancies on the Board may be filled by appointment by the Chairman, subject to approval of the Board by ballot at its next regular or special meeting pursuant to Section 1 above.

Section 4. Meetings and Actions of Board

- (a) The Board will conduct an Annual Meeting and quarterly meetings. The Annual Meeting date shall be fixed by the Chairman, and shall normally be held during the first quarter of the year.
- (b) At the Annual Meeting, the Chairman shall fix the dates of the quarterly meetings to be held for the remainder of the calendar year, and shall advise the other members of the Board of such dates.
- (c) The Chairman, or, in the absence of the Chairman, the Vice Chairman, may call a special meeting of the Board at any time, and shall call a special meeting upon the written request of one-third (1/3) of the Board. Notice of meetings of the Board shall be given in writing at least ten (10) days before the date of the meeting, unless receipt of such notice is waived by a majority of the Board.
- (d) The Board may adopt resolutions without a meeting by written consent of a majority of the Board members, as outlined in Section 9 below.

Section 5. Duties of Board

The Board shall have the power and final authority to direct and oversee the affairs of DPMA. In addition to the duties customarily performed by Boards of Directors and Boards of Trustees, the Board shall be responsible for, but not limited to, the following duties:

- (a) Interpret, construe, and apply any terms or clauses in the DPMA Governing Documents;
- (b) Elect Officers of the Board;
- (c) Fill vacancies on the Board in accordance with the established DPMA Succession Policy;
- (d) Appoint Pilot Resource Team (“PRT”) volunteers to assist DPMA Members;
- (e) Provide supervision of the Operations Manager for the DPMA;
- (f) Fix the amount and character of and approve surety and/or ERISA bonds required of any persons handling or having custody of funds;

- (g) Engage such legal counsel, investment advisors, accountants, and other professional advisors for DPMA as the Board determines are necessary or appropriate;
- (h) Administer all funds in accordance with their terms, these By-Laws, and the Plan;
- (i) Supervise the collection of assessments from members and authorize, when necessary, the charge-off of uncollectable assessments;
- (j) Approve or disapprove payment of all benefits and expenses;
- (k) Arrange for an annual audit;
- (l) Ensure compliance with ERISA;
- (m) Act as fiduciaries and investment stewards, including the monitoring of investment managers; and
- (n) Delegate functions as appropriate to satisfy the duties of the Plan.

Section 6. Quorum

At least two-thirds (2/3) of the total number of current Trustees then serving under the By-Laws shall constitute a quorum for the transaction of business at any meeting thereof.

Section 7. Vote Required for Action

If a quorum is present when a vote is taken, the vote of a majority of the votes cast will be the act of the Board, unless the vote of a greater number is required by these By-Laws. A Trustee who is present at a meeting of the Board when action is taken is deemed to have assented to the action taken unless: (a) they object at the beginning of the meeting (or promptly upon their arrival) to holding the meeting or transacting business at it; (b) their dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) they deliver written notice of dissent or abstention to the presiding officer of the meeting before its adjournment or to the Secretary immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Trustee who votes in favor of the action taken.

Section 8. Participation by Conference Telephone or Other Electronic Means

Trustees may participate in a meeting of the Board by means of conference telephone or similar electronic communications equipment through which all persons participating may hear and speak to each other during the meeting. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 9. Action by Trustees without a Meeting

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if the action is taken by a majority of the Trustees. The action may be evidenced by electronic votes delivered to the Secretary or their designee and shall be included in the subsequent minutes of the Board for filing with DPMA records.

Section 10. Adjournments

A meeting of the Board, whether or not a quorum is present, may be adjourned by a majority of the Trustees present to reconvene at a specific time and place. It shall not be necessary to give notice to the Trustees of the date, time, or place of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting that was adjourned, unless a quorum was not present at the meeting that was adjourned, in which case notice shall be given to the Trustees in the same manner as for a special meeting. At any such reconvened meeting at which a quorum is present, any business may be transacted that could have been transacted at the meeting that was adjourned.

Section 11. Waiver of Notice

- (a) A Trustee may waive any notice required by these By-Laws before or after the date and time of the meeting to which the notice relates, by submitting a written waiver signed by the Trustee and delivered to the Secretary for inclusion in the minutes of the Board or filing with DPMA records.
- (b) Attendance by a Trustee at a meeting shall constitute waiver of notice of the meeting, except where a Trustee at the beginning of the meeting (or promptly upon their arrival) objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. Removal from Board

- (a) If a Trustee fails to attend regular meetings of the Board on two (2) consecutive occasions (except with an authorized absence approved by the Chairman), or otherwise fails to perform any of the duties devolving upon them as a Trustee, that office may be declared vacant by a majority vote of the Board and filled as herein provided.
- (b) Notwithstanding any other provision of these By-Laws, any Trustee of DPMA may be removed from office by the affirmative vote of two-thirds (2/3) of all the Trustees then in office, but only after an opportunity has been given to said person to be heard.

Section 13. Compensation and Expenses

DPMA shall reimburse Trustees and PRT volunteers for reasonable expenses (including lost flight pay) incurred in attending Board meetings and otherwise acting as Trustees per the DPMA Expense Policy. DPMA may, upon Board authorization, provide furloughed or

disabled Trustees with a per diem for those services performed on behalf of DPMA including attending Board meetings and otherwise. DPMA shall also reimburse Trustees for reasonable expenses incurred in carrying out their duties as Officers, in accordance with this Section.

Section 14. Pilot Resource Team (PRT)

- (a) The Board may appoint a DPMA Member to act as a PRT volunteer with regard to any Member or beneficiary of a Member who has notified the Board (or regarding whom the Board has become aware) that the Member is believed to be disabled, is deceased, or is otherwise in need of assistance from DPMA. The PRT volunteer shall assist the Member or beneficiary where required or requested to understand the DPMA rules and procedures, to act as a subject matter expert in disability related issues, to complete claims forms, to request appeals, or to otherwise aid the Member during the disability period, or the beneficiary during the period following the Member's death.
- (b) A PRT volunteer is not authorized to alter or otherwise exempt a Member or beneficiary from the rules or procedures of DPMA, and any representation by a PRT volunteer that is not consistent with DPMA rules, procedures, or the Plan is ineffective and void. Furthermore, a PRT volunteer:
 - (1) Is not required to attend Board meetings;
 - (2) Is not entitled to vote at Board meetings; and
 - (3) Is not a fiduciary of the Plan or VEBA Trust, as such is defined by Section 3(21) of ERISA.
- (c) The PRT volunteers shall serve at the pleasure of the Board.

ARTICLE IV

OFFICERS AND THEIR DUTIES

Section 1. Officers

The Officers of DPMA shall be the Chairman, the Vice Chairman, the Treasurer, the Assistant Treasurer, and the Secretary. Officers will normally be elected at the annual meeting to a one (1) year term, and the Chairman will be elected to a three (3) year term.

Section 2. Chairman

- (a) The Chairman shall preside at all meetings of the Trustees and shall perform such duties as customarily pertain to the office of Chairman or as directed by the Board and the DPMA Governing Documents.
- (b) The Chairman, in conjunction with the Board, shall be responsible for the supervision of the Operations Manager for the DPMA.
- (c) The Chairman will appoint the members of all committees.

Section 3. Vice Chairman

The Vice Chairman shall have and exercise all the powers, authority, and duties of the Chairman during the Chairman's absence or inability to perform assigned duties.

Section 4. Treasurer

- (a) The Treasurer is responsible for liquidity, investments, and risk management related to DPMA's financial activities.
- (b) Within sixty (60) days after the close of each quarter or when the financial data becomes available, the Treasurer shall prepare a financial statement summary showing the condition of all DPMA Funds and Accounts (including the DPMA/FNWAP Funds and Accounts) as of the close of business on the last business day of such quarter and brief the Board accordingly.
- (c) The Treasurer shall perform such other duties as may be directed by the Board within the provisions of the DPMA Governing Documents.
- (d) The Treasurer shall also supervise the Assistant Treasurer.

Section 5. Assistant Treasurer

The Assistant Treasurer shall assist in performing the duties of the Treasurer, or other functions, as delegated to them by the Treasurer.

Section 6. Secretary

- (a) The Secretary is responsible to ensure the preparation and maintenance of full and correct records of all meetings of the Board, and shall give or cause to be given, in the manner prescribed in these By-Laws, proper notice of all meetings of the Board.
- (b) The Secretary shall perform such other duties as they may be directed to perform by the Board or Chairman, consistent with the DPMA Governing Documents.

Section 7. Actions Taken by Officers

All actions required under these By-Laws to be taken by the Officers as a group shall be considered to be authorized and taken if there is agreement among the majority of the Officers for such action. In the event of a tie, the matter shall not be considered to have been approved or authorized.

Section 8. Temporary Officers

When any officer is absent, disqualified, or otherwise unable to perform the duties of office, the Chairman may designate another Trustee to act temporarily as such officer.

Section 9. Removal from Office

- (a) Resignations: An Officer desiring to resign their position shall submit their resignation in writing to the Secretary. In the case of the Secretary, they shall submit their resignation to the Chairman.
- (b) Notwithstanding any other provision of these By-Laws, any officer of DPMA may be removed from office by the affirmative vote of two-thirds (2/3) of all the Trustees currently in office, but only after an opportunity has been given to said person to be heard.

ARTICLE V
RESERVED

ARTICLE VI

COMMITTEES

Section 1. Finance Committee

The Finance Committee shall be a standing committee of the Board, comprised of the Treasurer, who shall chair the committee, the Assistant Treasurer, and others appointed by the Chairman. This Committee shall work with the Treasurer in an advisory capacity as needed by the Treasurer to engage in the following activities:

- (a) Adoption and maintenance of an Investment Policy Statement;
- (b) Meeting with outside auditors, accountants, actuaries, and investment advisors with regard to financial statements;
- (c) Development of policies and procedures to ensure proper financial accounting and compliance with appropriate accounting and auditing standards.
- (d) Such other activities as are deemed necessary by the Treasurer and/or the Chairman.

Section 2. Claims Committee

The Claims Committee shall be a standing committee of the Board, comprised of all Trustees (except for the Trustee that is or will be the chair of the Appeal Committee at the time that the matter before the Claims Committee was adjudicated therein). The Chairman shall chair the Claims Committee. The Claims Committee shall be responsible for reviewing and adjudicating all claims by Members pursuant to the terms of the Plan.

Section 3. Appeals Committee

- (a) The Appeals Committee shall be a standing committee of the Board, and shall review claims for benefits that are initially denied by the Claims Committee and for which the claimant requests a full and fair review pursuant to the Plan's Claims Procedure.
- (b) The Appeals Committee shall be comprised of one Trustee (who shall chair the Committee) and two former Trustees, all of whom are appointed by the Chairman. The members of the Appeals Committee in relation to a given claim may not consist of individuals who were on the Claims Committee at the time that it made the initial adverse determination with respect to such claim and may not include an individual who is a subordinate of any individual who was on the Claims Committee when it made the initial adverse determination.
- (c) Members of the Appeals Committee may be removed in the same manner in which appointed or may resign at any time by written notice of resignation to the

Chairman. Upon such removal or resignation, the Chairman shall appoint a successor.

Section 4. Strategic Planning Committee

The Strategic Planning Committee shall be a standing committee of the Board. The Chairman shall appoint the committee chair, and other members of the committee, as required. This Committee will engage in the following activities:

- (a) Long range planning;
- (b) Examination of strategic issues, goals, and priorities;
- (c) Create action plans; and
- (d) Monitor and evaluate the implementation of such plans.

Section 5. Governance Committee

The Governance committee shall be a standing committee of the Board, comprised of the Secretary, who shall chair the committee, and others appointed by the Chairman. The committee shall engage in the following activities:

- (a) Coordinate all changes to the Governing Documents;
- (b) Formulate organizational structure and committees;
- (c) Plan and monitor Board accessions; and,
- (d) Such other activities as are deemed necessary by the Board.

Section 6. Nominating Committee

The Nominating Committee shall be a standing committee of the Board for the purpose of administering the nominating, vetting, and electing of Officers and Trustees of the Board. The Chairman will appoint the chair of the Nominating Committee, who shall be a Trustee, and any other members of the committee, as required.

Section 7. Training Committee

The Training Committee shall be a standing committee of the Board. The Chairman shall appoint the committee chair and other members of the committee, as required. The committee will engage in the following activities:

- (a) Conduct Board training on topics related to the By-Laws, the Plan, Roberts Rules of Order, conduct of board meetings, conduct of organizational business, and any other topics as selected by the committee chair.

(b) Search for training opportunities offered by third parties. The committee will schedule and track Board Members who volunteer for third party training courses.

(c) Conduct other activities as are deemed necessary by the Board.

Section 8. Ad Hoc Committees

The Board may create committees or subcommittees as it determines necessary. The Chairman will appoint a chair for any such committees.

Section 9. Committee Procedures

Committee members will serve without compensation. Any committee created by the Board and any committee member appointed by the Chairman pursuant to this Article shall serve at the pleasure of the Board. Each committee may exercise the authority of the Board set forth in these By-Laws but only to the extent specified in the resolution establishing the committee or in any other resolution of the Board specifying, enlarging, or limiting the authority of the committee. The provisions of these By-Laws governing meetings, actions without meetings, notice and waiver of notice, quorums, voting requirements, and compensation and expenses of the Board shall apply to committees and their members.

ARTICLE VII

LIABILITY OF TRUSTEES, OFFICERS, AND EMPLOYEES OF DPMA

Section 1. Liability

- (a) The Trustees, Officers, and employees of DPMA shall be entitled to reasonably rely upon all advice and opinions given by any duly retained legal counsel, investment counsel, and other professional advisors. The Trustees, Officers, and employees shall be fully indemnified against any liability in respect of any action taken in good faith in reliance upon such advice or opinions.
- (b) No Trustee, Officer, or employee of DPMA shall be personally liable by virtue of any instrument executed by them or on their behalf, or for any mistake of judgment made by them or any other Trustee, Officer, employee, or professional advisor, as the case may be, or for any neglect, omission, or wrongdoing of any Trustee, Officer, or employee, or for losses unless resulting from their gross negligence or willful misconduct.

Section 2. Indemnification

- (a) DPMA shall indemnify and hold harmless Trustees, Officers, and employees of DPMA from, against, for, and in respect of any and all damages, losses, obligations, liabilities, liens, deficiencies, costs, and expenses, including, without limitation, reasonable attorneys' fees and other costs and expenses incident to any suit, action, investigation, claim, or proceeding suffered, sustained, incurred, or required to be paid by the Trustee, Officer, or employee in connection with their actions in such capacity.
- (b) DPMA shall advance costs and expenses for defense of the actions by the Trustee, Officer, or employee upon receipt by the Board of:
 - (1) A written affirmation by the Trustee, Officer, or employee of their good faith belief that they have met the applicable standards of conduct set forth herein; and
 - (2) A written undertaking (an unlimited general obligation that need not be secured) executed personally by the Trustee, Officer, or employee (or on their behalf) to repay any such advances upon a final resolution by any court of competent jurisdiction, governmental administrative body, or arbitration panel that the Trustee, Officer, or employee:
 - (i) Failed to meet such standard; or
 - (ii) Is otherwise not entitled to any indemnification by DPMA under this Article or otherwise.
 - (3) Any such indemnification liability of DPMA shall be an expense obligation of DPMA.

- (4) If a Trustee, Officer, or employee is denied indemnification under this Section for any reason, such denial and the reasons therefore shall be provided to the Trustee, Officer, or employee by the Board in writing. The Trustee, Officer, or employee shall then be given an opportunity to appeal such denial to the Board. If such denial is upheld by the Board, the Trustee, Officer, or employee may further request review of such denial by an independent arbitrator selected by agreement between the Board and the Trustee, Officer, or employee, the decision of which shall be binding on both the Board and the affected Trustee, Officer, or employee. The cost of such arbitration shall be borne by the Trustee, Officer, or employee. However, if the decision of the independent arbitrator is that such Trustee, Officer, or employee was improperly denied indemnification, DPMA shall reimburse the Trustee, Officer, or employee for the cost of the arbitration proceeding, including the cost of the arbitrator, any court reporter, and expenses relating to the location and amenities of the arbitration proceeding (but not to include attorneys' fees or other incidental costs incurred by the Trustee, Officer, or employee on their own behalf.)
- (5) Notwithstanding the foregoing, indemnification shall be conclusively denied (without rights of appeal by the affected Trustee, Officer, or employee) upon any final resolution by a court of competent jurisdiction, governmental administrative body, or arbitration panel that includes an affirmative finding that the Trustee, Officer, or employee was grossly negligent, engaged in willful misconduct, or engaged in a breach of fiduciary duty under ERISA. Similarly, an affirmative finding that the Trustee, Officer, or employee had not engaged in gross negligence, willful misconduct, or a breach of fiduciary duty shall act as a conclusive authorization to the Board to indemnify such Trustee, Officer, or employee pursuant to subsection (a) above.
- (6) This Section 2 constitutes a contract between DPMA and its Trustees, Officers, or employee, as applicable, and is intended to be retroactive to events that occurred prior to the adoption of this Section, and shall succeed after such time that this Section may be rescinded or modified with respect to events that occur prior to such rescission or modification. Alternatively, a separate indemnification contract may be executed by DPMA and the Trustee, Officer, or employee.
- (7) Nothing in this Section shall be deemed to exculpate a Trustee, Officer, or employee from any liability for breach of their fiduciary duties in a manner that is impermissible under ERISA or the regulations thereto.

ARTICLE VIII

GENERAL

Section 1. Authority

All power, authority, duties, and functions of the Members, Trustees, Officers, and employees of DPMA, pursuant to the provisions of these By-Laws, shall be exercised consistent with all applicable provisions of law and regulations issued there under including, without limitation, ERISA, and with these By-Laws of DPMA, all DPMA Trust or custodial agreements, and the Plan.

Section 2. Confidentiality

The Officers, Trustees, PRT volunteers, employees, and members of committees of DPMA shall take reasonable precautions to help ensure the confidentiality of all DPMA-related activities.

Section 3. Disqualification

No Trustee, committee member, Officer, or agent of DPMA shall in any manner, directly or indirectly, participate in the deliberations upon the determination of any question affecting their pecuniary interest as a Claimant. In the event of the disqualification of any Trustee respecting any matter presented to the Board or Officers for deliberation or determination, such Trustee shall withdraw from participation in such deliberation or determination.

Section 4. Records

Copies of the organizational papers of DPMA, including these By-Laws and any amendments thereto, shall be preserved in a place of safekeeping as designated by the Chairman. Returns of nominations and elections and proceedings of all regular and special meetings of the Board shall be recorded in the minute books of DPMA. The minutes of the meetings of the Board and any committees shall be signed by their respective presiding Officers and by the persons who serve as Secretaries of such meetings.

Section 5. Access to Books

All books of accounts and records, other than of personal medical content, of DPMA shall at all times be available to the Trustees of DPMA during normal business hours at the DPMA offices.

Section 6. Notice of Changes

A Member should keep DPMA informed of any change in their current home address from what is originally reflected in DPMA's records and to advise DPMA of any change of

beneficiary and change of beneficiary's address. Any notice of such a change shall be delivered to the DPMA Secretary or their designee for such notices.

Section 7. ERISA Compliance

DPMA shall prepare such statements and reports, file such statements and reports, and distribute such statements and reports to Members as required by applicable federal and state law regulations and rulings including, but not limited to, ERISA.

Section 8. Notice

(a) Means of Delivering Notice to Members, Trustees, or Officers; Effectiveness. Whenever these By-Laws require notice to be given to any Member or to any Trustee or Officer, the notice may be given by mail, in person, by email, or other electronic means. Whenever notice is given to a Member, Trustee, or Officer by mail, the notice shall be sent by depositing the notice in a post office or in a mailbox in a prepaid postage envelope addressed to the Member, Trustee, or Officer at their address as it appears on the books of the DPMA. Any such written notice given by mail shall be effective:

(1) If given to a Member, at the time the same is deposited in the United States mail; and

(2) In all other cases, at the earliest of:

- (i) When received or when delivered, properly addressed, to the addressee's last known principal place of business or residence;
- (ii) Five (5) days after its deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed; or
- (iii) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Whenever notice is given to a Member, Trustee, or Officer by any means other than mail, the notice shall be deemed given when received.

To the extent permitted by ERISA or the regulations issued by the Internal Revenue Service or Department of Labor that are applicable to this Plan ("Guidance"), notices may be provided to Members and Beneficiaries in electronic form. The Board shall establish such procedures as are required under Guidance in relation to electronic notifications.

(b) Means of Delivering Notice to DPMA; Effectiveness. Whenever these By-Laws require notice to be given to DPMA, the notice may be given by mail, in person, by email, or other electronic means. Whenever notice is given to DPMA by mail, the notice shall be sent by depositing the notice in a post office or in a mailbox in a postage prepaid envelope addressed to DPMA at:

DPMA
P.O. Box 20883
Atlanta, Georgia 30320

Or for purposes of service of legal process:

Ilene H. Ferenczy,
Ferenczy Benefits Law Center
2635 Century Pkwy NE, Suite 200
Atlanta, GA 30345

or such other address of which DPMA shall give notice to its Members in accordance with Section 8(a) above.

Any such written notice given by mail shall be effective:

(1) If given to DPMA, at the time the same is deposited in the United States mail;
and

(2) In all other cases, at the earliest of:

- (i) When received or when delivered, properly addressed, to the address shown above;
- (ii) Five (5) days after its deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed; or
- (iii) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Whenever notice is given to DPMA by any means other than mail, the notice shall be deemed given when received.

- (c) Calculation of Time Periods. In calculating times for notice, when a period measured in days, weeks, months, years, or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first (1st) day shall not be counted but the last day shall be counted.

Section 9. Governing Law; Jurisdiction

- (a) Governing Law. By acceptance of membership, each Member irrevocably and unconditionally agrees that all matters with respect to DPMA including, without limitation, all matters relating to the benefits made available to DPMA Members, shall be governed by ERISA and, where applicable, the internal laws of the state of Georgia.
- (b) Acceptance of Jurisdiction. Any judicial proceeding brought against DPMA by a Member must be brought in a court of competent jurisdiction in the State of Georgia, United States of America, and by acceptance of membership each Member generally, irrevocably, and unconditionally accepts the nonexclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any

judgment rendered by the aforesaid courts in connection with these By-Laws or any other related document. Without limiting the foregoing, by acceptance of membership, each Member irrevocably waives to the fullest extent permitted by law any objection which they may now or hereafter have to the laying of venue in any such action or proceeding in the Courts of the state of Georgia or the United States federal courts sitting therein, and hereby further irrevocably waives any claim that such forum is inconvenient.

- (c) Agent for Service of Process. DPMA designates and appoints Ferenczy Benefits Law Center, Inc., 2635 Century Parkway NE, Suite 200, Atlanta, GA 30345 as its agent to receive on its behalf service of all process in any such proceeding in any court of competent jurisdiction in the state of Georgia and directs such agent to accept such service on its behalf, such service being acknowledged by each Member (by acceptance of their membership) to be effective and binding service on them in every respect. A copy of any such process so served shall be mailed by registered mail to DPMA at the address set forth in Section 8 of Article VIII of these By-Laws, except that any failure to mail such copy shall not affect the validity of service of process. DPMA shall at all times maintain an agent for service of process pursuant to this Section 9. If DPMA fails to appoint such an agent, or if such agent refuses to accept service, DPMA hereby agrees that service upon it by mail shall constitute sufficient notice and service.

ARTICLE IX

AMENDMENTS TO BY-LAWS

Amendments to these By-Laws may be adopted by the affirmative vote of two-thirds (2/3) of the votes cast and shall become effective as of the date specified in the enabling resolution.

The Board shall have the right to amend these By-Laws in any and all respects at any time, without prior notice to any Member or beneficiary; provided, however, that no amendment shall divert Trust Funds or assets (if any) from the exclusive purpose of paying obligations of DPMA, as provided by these By-Laws or the Plan.

ARTICLE X
DISSOLUTION

Section 1. Termination

- (a) Termination of DPMA. DPMA may be dissolved at any time by the affirmative vote of two-thirds (2/3) of the Board then in office and the concurrent or previous termination of the Plan. The Officers shall notify all Members and beneficiaries covered under these By-Laws of its termination as soon as is administratively feasible, but no later than sixty (60) days after the last effective date of the By-Law provisions.
- (b) Termination of DPMA/FNWAP. DPMA/FNWAP may be terminated at such time as the PWA ceases to require the coverage of the FNWA Pilots in the DPMA. Further, DPMA/FNWAP may be terminated by the Board at such time that the Plan has no contractual obligation to provide benefits hereunder.

Section 2. Distribution of Assets

- (a) Termination of Portion of the Plan. If a portion of the Plan, including but not limited to the DPMA/FNWAP portion of the Plan, is terminated, the assets in any Fund of the Plan shall continue to be utilized to provide benefits in such portion of the Plan until such time as the Fund is depleted. At no time may the amounts in the Fund for such portion of the Plan be paid or distributed in violation of the rules of the Internal Revenue Code or ERISA.
- (b) Termination of the Plan. In the event of a dissolution of the entire Plan, the Board shall act as agent for the Members in disposing of and distributing all assets in any DPMA Fund or Account under the terms of the Plan.

Delta Pilots Mutual Aid, Inc.

By-Laws

As amended and restated effective January 1, 2026



Christine F.L. Holliday
Chairman, DPMA