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April 28, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA ELECTRONIC FILING

RE: Corporate Services Agreement Between MIPC, LLC and Delta Air Lines, Inc.;
Docket No. G-2013-2350140

Dear Secretary Chiavetta:

Attached please find the First Amendment to the Corporate Services Agreement By and Between Delta Air Lines, Inc. and MIPC, LLC as requested by the Pennsylvania Public Utility Commission in Data Requests in the above-referenced proceeding.

If you have any questions, please contact the undersigned. Thank you.

Sincerely,

McNEES WALLACE & NURICK LLC

By

A handwritten signature in black ink, appearing to read 'Robt A. Weishaar, Jr.', is written over a horizontal line.

Robert A. Weishaar, Jr.
Adeolu A. Bakare

Counsel to MIPC, LLC

c: Jeff McCracken (jmccracken@pa.gov)

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**FIRST AMENDMENT TO
THE
CORPORATE SERVICES AGREEMENT
BY AND BETWEEN
DELTA AIR LINES, INC.
AND
MIPC, LLC**

This FIRST AMENDMENT TO THE CORPORATE SERVICES AGREEMENT (the "**Amendment**") is entered into by and between DELTA AIR LINES, INC., a Delaware corporation ("**Delta**"), and MIPC, LLC, a Delaware limited liability company ("**MIPC**") effective as of the 22nd day of June, 2012 (the "**Effective Date**").

WHEREAS, Delta and MIPC are parties to that certain Corporate Services Agreement dated as of June 22, 2012 (the "**Agreement**"), pursuant to which Delta provides to MIPC certain corporate services described therein; and

WHEREAS, MIPC and Delta desire to supplement the Agreement to confirm compliance with the requirements of the Pennsylvania Public Utility Commission (the "**PUC**"), as outlined in those certain PUC Data Requests, located at PUC Docket No. G-2013-2350140;

NOW THEREFORE, MIPC and Delta hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms used, but not defined, in this Amendment shall have the respective meanings set forth in the Agreement.
2. **Amendment of the Agreement.** Effective as of the Effective Date, the Agreement is hereby amended as follows:
 - a. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

“4.1 *Fees.* In consideration for the Services provided by Delta pursuant to any Service Supplement, MIPC shall pay and/or reimburse Delta for the fees, expenses and other amounts set forth in such Service Supplement or, if lower, the actual cost or applicable market price for such Services (whichever is lower). All such fees and other amounts payable by MIPC under all Service Supplements are hereinafter referred to collectively as the "**Fees**". In the event any period in which a Fee payable under any Service Supplement is not a full calendar month, such Fee payable for such partial month shall be prorated on a per diem basis based on a thirty (30) day month.”
 - b. Section 8.2 of the Agreement is deleted in its entirety and replaced with the following:

“8.2 *Assignment.* This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by any party hereto without the prior written consent of the other

party and, to the extent required under applicable law, rule or regulation, the approval of the Pennsylvania Public Utility Commission (the "PUC" or the "Commission"). Any assignment in violation of this Agreement shall be null and void *ab initio*."

- c. Section 8.4 of the Agreement is deleted in its entirety and replaced with the following:

"8.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW) AS TO ALL MATTERS, INCLUDING BUT NOT LIMITED TO MATTERS OF VALIDITY, CONSTRUCTION, EFFECT AND PERFORMANCE."

- d. Section 8.7 of the Agreement is deleted in its entirety and replaced with the following:

"8.7 Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties with respect to the transactions contemplated hereby and merges in, supersedes and cancels all prior written or oral commitments, arrangements or understandings with respect thereto. This Agreement may not be amended or modified except by a written agreement signed by both parties hereto and, to the extent required under applicable law, rule or regulation, approved by the Commission."

- e. Service Supplement A-3 to the Agreement is hereby deleted in its entirety and replaced with the revised Service Supplement A-3 attached hereto.

3. **Status of the Agreement.** Except as expressly provided in this Amendment, all of the terms and conditions of the Agreement remain in full force and effect and fully binding upon and enforceable against the parties.
4. **Counterparts.** This Amendment may be executed by the parties in any number of separate but identical counterparts, each of which when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
5. **No Third Party Beneficiaries.** This Amendment is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the day and year first above written.

DELTA AIR LINES, INC.

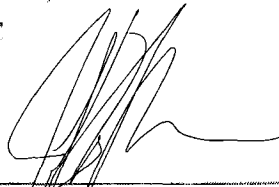


By: _____

Name: Paul Jacobson

Title: Executive Vice President & CFO

MIPC, LLC



By: _____

Name: Jeffrey K. Warmann

Title: President

SERVICE SUPPLEMENT A-3

**EQUITY AWARDS
AND
EXECUTIVE PERQUISITES**

(Amended as of June 22, 2012)

1. Effective Date of this Service Supplement:

Effective Date

2. Delta Equity Awards to MIPC Employees.

(a) Description of Services: At the request of MIPC and subject to receipt of documented approvals from authorized representative(s) of MIPC and Delta, Delta shall process and document equity awards to executives of MIPC pursuant to one or more Delta stock plans in effect from time to time. Any such equity award shall be granted in accordance with the policies of the Board of Directors of MIPC (if any) in effect at the time of any such grant and shall be subject to there being a sufficient number of shares available under such plan to cover such award.

(b) Fees for Services: The Fees payable by MIPC for any equity award granted under a Delta stock plan pursuant to this Service Supplement shall equal the amount of any compensation expense recorded with respect to such award by Delta in its financial statements from time to time during the vesting period of such award. Such Fees shall be payable in accordance with the provisions of the Agreement. Payments for all fees are subject to 66 PA Consolidated Statutes Sections 1316.1, Recovery of club dues, and 1321, Recovery of certain employee meeting expenses.

3. UATP Travel Privileges to MIPC Employees.

(a) Description of Services: At the request of MIPC and subject to receipt of documented approvals from authorized representative(s) of MIPC and Delta, Delta shall issue to executives of MIPC UATP travel cards and set up associated profiles and accounts that provide such executives with positive space travel privileges on Delta and Delta Connection operated flights subject to the terms and conditions of Delta's employee travel policies and procedures in effect from time to time, including any fees or expenses imposed with respect to such travel.

(b) Fees for Services: The Fees payable by MIPC for UATP travel by MIPC executives under UATP travel cards issued pursuant to this Service Supplement shall equal the imputed income determined by Delta with respect to such travel under the Delta policies in effect at the time of such travel. Payments for all fees are subject to 66 PA Consolidated Statutes Sections 1316.1, Recovery of club dues, and 1321, Recovery of certain employee meeting expenses.

4. SkyClub Passes.

(a) Description of Services: At the request of MIPC and subject to receipt of

documented approvals from authorized representative(s) of MIPC and Delta, Delta shall issue to executives of MIPC complimentary Delta SkyClub passes that permit access by such executives and their permitted guests to Delta SkyClubs subject to the terms and conditions of Delta's policies and procedures in effect from time to time.

(b) Fees for Services: The Fee payable by MIPC for any Delta SkyClub pass issued to MIPC executives pursuant to this Service Supplement shall equal the then current market price of a Delta SkyClub membership. Payments for all fees are subject to 66 PA Consolidated Statutes Sections 1316.1, Recovery of club dues, and 1321, Recovery of certain employee meeting expenses.