

**McNees**  
Wallace & Nurick LLC

100 Pine Street • PO Box 1166 • Harrisburg, PA 17108-1166  
Tel: 717.232.8000 • Fax: 717.237.5300

Adeolu A. Bakare  
Direct Dial: 717.237.5290  
Direct Fax: 717.260.1744  
abakare@mwn.com

February 22, 2013

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

**VIA HAND DELIVERY**

**RE: Affiliated Interest Agreements: (1) Operation and Management Services Agreement between Monroe Energy, LLC and MIPC, LLC; (2) Corporate Services Agreement between Monroe Energy, LLC and MIPC, LLC; (3) Treasury Services Management Agreement between Delta Air Lines, Inc. and MIPC, LLC; and (4) Corporate Services Agreement between Delta Air Lines, Inc. and MIPC, LLC; Docket No. \_\_\_\_\_**

Dear Secretary Chiavetta:

On behalf of MIPC, LLC, please find the above-captioned Affiliated Interest Agreements filed pursuant to Section 2102 of the Public Utility Code.

If you have any questions, please contact the undersigned. In addition, please date stamp the enclosed extra copy of this transmittal letter and the Agreements, and kindly return them to our messenger for our filing purposes. Thank you.

Sincerely,

McNEES WALLACE & NURICK LLC

By 

Robert A. Weishaar, Jr.  
Adeolu A. Bakare

Counsel to MIPC, LLC

Enclosures

c: Certificate of Service

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c: Certificate of Service

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## TREASURY SERVICES MANAGEMENT AGREEMENT

THIS TREASURY SERVICES MANAGEMENT AGREEMENT (the "Agreement"), dated as of June 1, 2012, is entered into between Delta Air Lines, Inc. ("Delta") and MIPC, LLC ("MIPC"). MIPC has determined that it is in its best interests to appoint one or more managers to manage MIPC's treasury operations. Accordingly, wishing to be bound legally, each of the parties agrees as follows:

### ARTICLE ONE Treasury Services; Income

1.1 Appointment. Effective June 1, 2012, MIPC appoints Delta to act as manager of MIPC's treasury services (as more fully described below) with full power to manage MIPC's Cash Reserves. Delta accepts such appointment. MIPC shall retain all right, title and interest to its Cash Reserves.

1.2 Establishment of Cash Reserves. The Cash Reserves will consist of MIPC's cash and cash equivalents and short-term investments, less those amounts, if any, already managed by investment managers other than Delta. The dollar amount of Cash Reserves managed by Delta for MIPC will increase and decrease daily as a result of normal business operations conducted by MIPC.

1.3 Services. Pursuant to this Agreement, Delta will provide the following services (collectively, the "Services") to MIPC:

(a) Bank Account Management Services. Delta will manage MIPC's cash and banking operations, including, without limitation, opening, closing, operating and otherwise maintaining deposit and controlled disbursement accounts in MIPC's name and on its behalf, and providing a corporate parent guaranty, if required, to the applicable financial institutions.

(b) Investment Services. Delta will invest the Cash Reserves of MIPC exclusively in money market funds that are in compliance with SEC Rule 2a-7 ("Eligible Money Market Funds"), which Cash Reserves may be comingled with funds of Delta. In investing the Cash Reserves, including the execution of any trades with respect thereto, Delta will use the same degree of care and diligence as it uses in managing its own financial matters. Delta will use commercially reasonable standards to determine which investments will be bought, sold, retained, exchanged, or converted and direct the execution of investment transactions, including the timing, frequency and method of execution thereof.

(c) Letter of Credit Services. Delta will facilitate the issuance of letters of credit for the account of MIPC under Delta's corporate credit facilities.

(d) Other Services. The Services shall also include determining the daily amount of Cash Reserves in each of MIPC's deposit and investment accounts, transferring funds

between MIPC's accounts, as required, and determining MIPC's pro rata share of any income or fees attributable to Eligible Money Market Funds.

1.4 Investment Income. Delta will determine MIPC's monthly pro rata share of any interest or other income earned by the Eligible Money Market Funds and shall remit such income (net of MIPC's allocable share of fees charged by the applicable Eligible Money Market Fund with respect to amounts invested therein), together with a report detailing such investment income, not later than the fifth (5<sup>th</sup>) workday of the next succeeding calendar month.

## ARTICLE TWO Fees and Expenses

2.1 Fees. MIPC will pay Delta a fee of Twelve Thousand Dollars (\$12,000.00) per year (the "Fee") for the Services. MIPC shall pay the Fee in equal monthly installments via wire transfer payment to Delta or by instruction to Delta to deduct such payment directly from the available Cash Reserves. The Fee shall cover, without duplication, the Services and bank fees charged to Delta with respect to MIPC's bank accounts and any letters of credit issued on MIPC's behalf.

2.2 Additional Expenses. Any additional expenses incurred on MIPC's behalf and with its consent shall be paid by MIPC. Additional Expenses for which MIPC is responsible will be paid out of MIPC's Cash Reserves, unless MIPC will have paid such expenses or made other arrangements for payment of such expenses. In rendering the Services, Delta will use its own research and other facilities, provided that Delta may, at its own expense, obtain information and assistance from any person, firm or corporation that it deems reliable.

## ARTICLE THREE Responsibility

Delta will perform its duties under this Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use performing such duties. Subject to applicable law and except for its gross negligence or malfeasance, Delta will not be liable under this Agreement for (a) any action performed or omitted to be performed by Delta, a broker or dealer or any other person or entity, (b) the accuracy of any information furnished by MIPC, or (c) any errors in investment judgment in managing the Cash Reserves. Subject to applicable law none of Delta's directors, officers or employees will be liable under this Agreement for (i) any action performed or omitted to be performed by Delta, a broker or dealer or any other person or entity, (ii) the accuracy of any information furnished by MIPC, or (iii) any errors in investment judgment in managing the Cash Reserves.

ARTICLE FOUR  
Miscellaneous

4.1 Governing Laws. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

4.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original.

4.3 Successors and Assigns. The provisions of this Agreement will be binding on each of MIPC and Delta and their respective successors and assigns. However, the rights and obligations of MIPC may not be assigned without the prior written consent of Delta and the rights and obligations of Delta with respect to MIPC may not be assigned without the prior written consent of MIPC.

4.4 Notices. All notices required by this Agreement will properly be given if hand-delivered or sent by overnight courier or fax addressed to the respective parties at the address or numbers set forth below.

(a) to Delta:

Paul A. Jacobson  
Delta Air Lines, Inc.  
Department 856  
1030 Delta Boulevard  
Atlanta, Georgia 30354  
Fax: (404) 715-3110

(b) to MIPC

Jeff Warmann  
MIPC, LLC  
4101 Post Road  
Trainer, Pennsylvania 19061

or such other addresses and fax numbers as a party may specify to the other party in writing to the other party in accordance with this paragraph 4.4.

4.5 Authorizations. All requisitions, orders, requests, and instructions of MIPC pursuant to this Agreement will be in writing signed by an officer or another employee of MIPC who has been designated by MIPC to Delta as being so authorized. The Secretary or an Assistant Secretary of MIPC will certify to Delta the person or persons who are, from time to

time so designated, and will provide Delta with a specimen signature of each such designee. Delta may rely on the latest certificate without further inquiry or verification.

4.6 Confidentiality. Delta will treat as confidential any information furnished to it by MIPC or any other person or entity, in connection with the Cash Reserves. MIPC will treat any information furnished to them by Delta pursuant to this Agreement as confidential. These confidentiality obligations will not apply (a) if disclosure is required by any law, regulation, rule, order or directive of a regulatory agency of any governmental unit or court having jurisdiction, and (b) where Delta must disclose information to banks, brokers or other persons and entities in connection with the investment of the Cash Reserves.

4.7 Entire Agreement. This Agreement contains the entire agreement of the parties as to the subject matter hereof.

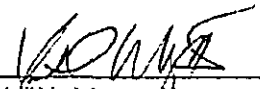
4.8 Amendment. This Agreement may be amended at any time in writing executed by each of MIPC and Delta; provided that any other entity that is a direct or indirect subsidiary of Delta may be added as party hereto upon the written consent of Delta and the written agreement of such entity.

4.9 Termination. Either party may terminate this Agreement upon the delivery of five (5) days' prior written notice.

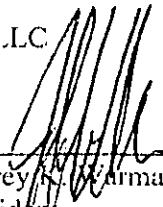
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The parties to this Agreement have caused their respective duly authorized officers to execute this Agreement.

DELTA AIR LINES, INC.

By:   
Kenneth W. Morge  
Vice President and Treasurer

MIPC, LLC

By:   
Jeffrey S. Warmann  
President

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

### VIA FIRST-CLASS MAIL

Steven C. Gray, Esq.  
Office of Small Business Advocate  
Suite 1102, Commerce Building  
300 North Second Street  
Harrisburg, PA 17101

Johnnie Simms, Esq.  
Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor West  
Harrisburg, PA 17120

Irwin A. Popowsky, Esq.  
Office of Consumer Advocate  
555 Walnut Street  
Forum Place 5th Floor  
Harrisburg, PA 17101 1921



Adeolu A. Bakare

Dated this 22<sup>nd</sup> day of February, 2013, in Harrisburg, Pennsylvania.

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