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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: Treasury Services Management Agreement Between MIPC, LLC and Delta Air Lines, Inc.; Docket No. G-2013-2350229**

Dear Secretary Chiavetta:

Attached please find the First Amendment to the Treasury Services Management 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 'R. 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  
TREASURY SERVICES MANAGEMENT AGREEMENT  
BY AND BETWEEN  
DELTA AIR LINES, INC.  
AND  
MIPC, LLC**

This FIRST AMENDMENT TO THE TREASURY SERVICES MANAGEMENT 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 1<sup>st</sup> day of June, 2012 (the "**Effective Date**").

WHEREAS, Delta and MIPC are parties to that certain Treasury Services Management Agreement dated as of June 1, 2012 (the "**Amendment**"), pursuant to which Delta provides to MIPC certain 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-2013-2350229;

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 2.1 of the Agreement is deleted in its entirety and replaced with the following:

"2.1 **Fees.** MIPC will pay Delta a fee of Twelve Thousand Dollars (\$12,000.00) per year (the "Fee") for the Services or, if lower, the actual cost or applicable market price for the Services (whichever is lower). 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."

- b. Section 4.3 of the Agreement is deleted in its entirety and replaced with the following:

"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, provided that, to the extent required under applicable law, rule or regulation, the parties shall receive prior approval of the Pennsylvania Public Utility Commission ("PUC" or "Commission") for any such assignment. 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.”

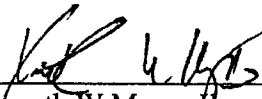
- c. Section 4.8 of the Agreement is deleted in its entirety and replaced with the following:

“4.8 **Amendment.** This Agreement may be amended in writing executed by each of MIPC and Delta, provided that, to the extent required under applicable law, rule or regulation, the parties shall receive Commission approval of any such amendment.”


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: Kenneth W Morge II  
Title: Vice President & Treasurer

MIPC, LLC

By:   
Name: Jeffrey K. Warmann  
Title: President