



McNees

Wallace & Nurick LLC

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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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SECRETARY'S BUREAU

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CORPORATE SERVICES AGREEMENT

Effective as of June 22, 2012

by and between

MONROE ENERGY, LLC

and

MIPC, LLC

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SECRETARY'S BUREAU**

CORPORATE SERVICES AGREEMENT

This CORPORATE SERVICES AGREEMENT (together with all exhibits and attachments hereto, the "**Agreement**"), effective as of June 22, 2012 (the "**Effective Date**") , is entered into by and between Monroe Energy, LLC, a Delaware limited liability company ("**Monroe**"), and MIPC, LLC, a Delaware limited liability company ("**MIPC**").

RECITALS:

WHEREAS, MIPC is a direct wholly owned subsidiary of Monroe and was formed to acquire from Phillips 66 Company ("**Phillips**") certain pipeline assets related to that certain oil refinery located in the boroughs of Trainer and Marcus Hook, Pennsylvania (the "**Refinery**") pursuant to that certain Asset Purchase Agreement dated as of April 30, 2012 by and among Phillips and Phillips 66 Pipeline, LLC, as sellers, and Monroe, as buyer;

WHEREAS, MIPC desires that Monroe provide MIPC with certain corporate services described herein on the terms and conditions set forth herein; and

WHEREAS, Monroe has been providing such services to MIPC on the terms and conditions set forth herein and is willing to continue to provide or cause to be provided such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings give such terms below:

- (a) "**Agreement**" shall have the meaning set forth in the Preamble.
 - (b) "**Coordinator**" shall have the meaning set forth in Section 2.4.
 - (c) "**Monroe**" shall have the meaning set forth in the Preamble.
 - (d) "**Effective Date**" shall have the meaning set forth in the Preamble.
 - (e) "**Fees**" shall have the meaning set forth in Section 4.1.
-

- (f) "Losses" shall have the meaning set forth in Section 6.3.
- (g) "MIPC" shall have the meaning set forth in the Preamble.
- (h) "MIPC Information" shall have the meaning set forth in Section 5.4.
- (i) "MIPC Resources" shall have the meaning set forth in Section 2.2.
- (j) "Phillips" shall have the meaning set forth in the recitals.
- (k) "Refinery" shall have the meaning set forth in the recitals.
- (l) "Services" shall have the meaning set forth in Section 2.1.
- (m) "Term" shall have the meaning set forth in Section 3.1.
- (n) "Work Product" shall have the meaning set forth in Section 5.2.

ARTICLE II

SERVICES

2.1 Provision of Services. During the Term, Monroe shall provide to MIPC, and MIPC shall receive from Monroe, the services described in Exhibit A attached hereto (each service individually referred to herein as a "Service" and collectively referred to herein as the "Services"). Monroe's performance of Services hereunder shall be subject to and conditioned upon (i) payment of all the amounts due by MIPC pursuant to Article IV and (ii) the performance by MIPC of all of its obligations set forth herein, including the provision of any information, materials, equipment, software and services required to be provided by MIPC.

2.2 MIPC Resources. MIPC acknowledges and agrees that it shall have certain responsibilities in connection with the performance of the Services, including making day-to-day commercial decisions with respect to the Services, which may be critical to Monroe's performance of the Services, and providing Monroe with (A) accurate information, materials, equipment, software and services to be provided by MIPC as reasonably requested by Monroe and (B) reasonable access to MIPC's personnel, equipment, systems and facilities as may be required for the performance of the Services (collectively, the "MIPC Resources"). MIPC shall provide Monroe, in a timely fashion, with all MIPC Resources for the performance of Services. MIPC acknowledges and agrees that its failure to provide Monroe with MIPC Resources on a timely basis may negatively affect both the ability of Monroe to perform the Services and the quality and timeliness of Services rendered. Monroe shall not be responsible for deficiencies, errors or delays in the Services resulting from the failure by MIPC or MIPC's contractors, subcontractors or agents to provide Monroe with the MIPC Resources on a timely basis.

2.3 Level of Effort. Except as otherwise expressly provided in this Agreement, all Services provided by or on behalf of Monroe hereunder will be provided on a "reasonable efforts" basis. For purposes of this Agreement, a "reasonable efforts" basis means performing,

or causing to be performed, identified tasks to the same level of effort as Monroe provides in its own internal operations for comparable services or functions, taking into account differences in each company's operational requirements, service delivery environments and prioritization of such services in accordance with this Section 2.3. Services provided to MIPC hereunder will not be given priority over reasonable and necessary services required to meet Monroe's requirements and, in instances of high demand, system outages or other shortage of resources, Monroe shall be entitled to prioritize the performance of services and access to systems consistent with the primary objective of supporting Monroe's refinery operations.

2.4 Coordination of Services. Each party shall designate a primary representative who will be responsible for coordinating each Service with the other party (each, a "Coordinator" and collectively, the "Coordinators"). Each party shall cause all material communications regarding the Services contemplated under the applicable Service to be coordinated between its Coordinator and the other party's Coordinator for such Services. Either party may change any of its Coordinators at any time by providing the other party with written notice of such change in accordance with Section 8.3. The selection and assignment of Monroe personnel required to assist in the performance of the Services to be provided to MIPC will be solely determined by Monroe from time to time during the term of this Agreement.

2.5 Use of Subcontractors. Services to be provided by Monroe to MIPC under this Agreement may be subcontracted, in whole or in part, by Monroe without the prior approval of MIPC, provided that Monroe will oversee all work performed by any such subcontractor and Monroe shall remain responsible for the performance by any subcontractor of the Services in accordance with and to the extent provided under the terms of this Agreement.

2.6 Third Party Consents. Where the consent of a third party is required for the provision of any Services hereunder, Monroe shall use reasonable commercial efforts to obtain such consent, at MIPC's expense and direction. If (a) any such required consent is not obtained, (b) the third party objects to the provision of such Services pursuant to this Agreement or (c) the third party requires the payment of any fee or a modification of an agreement between it and Monroe that would, in Monroe's reasonable opinion, be detrimental to Monroe, then such Services shall not form part of this Agreement and Monroe shall use reasonable commercial efforts (at MIPC's expense and direction) to provide MIPC with any assistance reasonably required by MIPC to identify an alternative solution.

2.7 Legal Privileges. During the term of this Agreement, the parties intend that all applicable legal privileges relating to the Services, whether attorney/client or otherwise, accorded to any communications between or among Monroe's employees and agents or MIPC's employees and agents shall likewise be accorded any communications between and among Monroe employees and agents, on the one hand, and MIPC employees and agents, on the other.

ARTICLE III

TERM AND TERMINATION

3.1 Term. This Agreement shall become effective on the Effective Date and, subject to earlier termination in accordance with Section 3.2, shall continue in effect until terminated by either party as provided for in Section 3.2 or Section 3.3 below. Such termination may apply to

any Service, or to all Services provided under this Agreement. The "**Term**" shall mean the period in which this Agreement shall remain in effect in accordance with the provisions hereof.

3.2 Termination. This Agreement and any or all Services may be terminated as follows:

- (a) by mutual agreement of the parties hereto; or
- (b) by Monroe if MIPC fails to pay or cause to be paid to Monroe any amounts to which Monroe is entitled pursuant to this Agreement, provided that Monroe has given MIPC ten (10) days prior written notice of such failure and MIPC has not cured such failure within such ten (10) day period; or
- (c) by either party if the other party materially breaches its obligations pursuant to this Agreement or any other agreement between the parties hereto, provided that the non-breaching party has given the breaching party thirty (30) days prior written notice of such breach and the breaching party has not cured such breach within such thirty (30) day period.

Termination of any service hereunder or this agreement in its entirety shall be by written notice as provided for herein.

3.3 Cancellation or Reduction of Services. Notwithstanding Section 3.2, MIPC shall be entitled at any time during the Term to terminate any Service or All Services provided under this Agreement upon thirty (30) days' prior written notice to Monroe.

3.4 Consequences of Termination. Upon expiration or earlier termination of this Agreement (or any Services provided under this Agreement) in accordance with the provisions hereof, except for the provisions of Section 3.4, 5.1, 5.2, Article VI and Article VIII, which provisions shall survive any expiration or earlier termination of this Agreement, all further obligations of the parties hereto (or, in the case of termination of less than all of the Services provided hereunder, all further obligations of the parties hereto with respect to any terminated Services) shall become null and void, and no party hereto or any of its officers, directors, employees, agents, consultants, stockholders or principals shall have any further rights, liabilities or obligations hereunder or with respect hereto; provided, however, that nothing contained herein shall (a) relieve any party hereto from liability for any breach of this Agreement arising prior to such termination, or (b) relieve MIPC from paying Monroe any Fees or other amounts owed hereunder through the effective date of such termination or thereafter with respect to any remaining Services (in the case of termination of less than all of the Services provided hereunder). Except as expressly provided in this Section 3.4, neither party shall be entitled to any compensation or like payment from the other as a result of any termination of this Agreement in accordance with the terms hereof.

ARTICLE IV PAYMENTS FOR SERVICES

4.1 Fees. In consideration for the Services provided by Monroe under this Agreement, MIPC shall pay and/or reimburse Monroe for the fees, expenses and other amounts set forth in Exhibit A for such Services. All such fees and other amounts payable by MIPC under all Exhibit A are hereinafter referred to collectively as the "Fees". In the event any period in which a Fee payable under Exhibit A 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.

4.2 Taxes. In addition to the Fees payable by MIPC to Monroe pursuant to Section 4.1, MIPC will be responsible for and will pay, or reimburse Monroe for, all federal, foreign, state and local taxes, duties, fees, assessments, licenses, charges, fines, penalties and interest and other governmental charges, however designated, associated with the performance by Monroe of any Services hereunder which are now or hereafter imposed under or by any governmental authority or agency (other than such amounts as relate to net income or similar taxes based upon Monroe's earnings arising hereunder).

4.3 Expenses. In addition to the Fees payable by MIPC to Monroe hereunder, MIPC shall reimburse Monroe in accordance with Section 4.4 below for any out of pocket expenses in connection with the provision of Services hereunder.

4.4 Invoicing and Payment. As soon as practicable following the end of each of Monroe's fiscal quarters during the Term of this Agreement, Monroe will deliver to MIPC one or more written invoices setting forth the Fees and other amounts payable hereunder for Services rendered by Monroe during the immediately preceding fiscal quarter. Such invoice will be in a form and contain sufficiently detailed supporting information to allow MIPC to verify the Fees and other amounts payable hereunder. MIPC will pay or reimburse Monroe for Fees and other amounts invoiced hereunder within thirty (30) days after receipt of such invoice, provided that, if mutually agreed by the parties hereto, such invoiced amounts may be recorded by the parties in their respective books and settled in cash at the end of each calendar year (or portion thereof) during the Term, or on such earlier date if requested by either party in writing. Any questions or disputes between the parties with respect to determinations or calculations of the amount of Fees or other amounts payable hereunder will be resolved by the independent certified public accounting firm then auditing the books of Monroe, whose determinations or calculations will be binding and conclusive upon the parties. The costs of any such resolutions will be borne equally by the parties.

ARTICLE V

CONFIDENTIAL INFORMATION; WORK PRODUCT; LICENSES

5.1 Confidential Information. The parties hereby agree that, except as otherwise required by any applicable law, rule, regulation or legal process, or as may be required to comply with or enforce the terms hereof, it shall not disclose to others and shall keep confidential the terms of this Agreement and any confidential, non-public information concerning the other party or any of its affiliates that it obtains as a result of or pursuant to this Agreement for a period of two (2) years after termination of this Agreement. The parties agree,

however, that each party may share this Agreement, and the terms and details herein, with its respective outside auditors, attorneys, advisors and consultants without the consent of the other party, and without breach or violation of this Section 5.1. Nothing herein will prevent either party from using, disclosing or authorizing the disclosure of any such confidential information concerning the other party that is or hereafter becomes part of the public domain or otherwise becomes generally available to the public through no fault of the disclosing party. No party makes any representation or warranty as to the accuracy or completeness of any information provided pursuant to this Agreement, and, except as provided in Section 2.2, no party may rely on the accuracy or completeness of any such information.

5.2 *Ownership of Work Product.* It is expressly understood and agreed by Monroe and MIPC that all materials and work created or developed by Monroe in the course of performing Services under this Agreement ("**Work Product**"), including working papers, processes, memoranda and proposals, and excluding any MIPC Information, shall be owned by Monroe, which shall have all rights, title and interest therein. Notwithstanding any assistance provided by MIPC in Monroe's development of Work Product, MIPC shall not be considered or deemed a co-owner of any Work Product.

5.3 *Third Party Software.* To the extent that third party software is recommended to MIPC by Monroe or is made available to MIPC, MIPC agrees to fully comply with all obligations set forth in any third party agreement applicable to such software.

5.4 *License Grant to Monroe.* MIPC grants to Monroe, for the Term, a nonexclusive, royalty-free license to use information, data, and materials received from MIPC ("**MIPC Information**") and any software received from MIPC that is necessary to the utilization of MIPC Information for Monroe's purposes of performing Services under this Agreement.

ARTICLE VI

DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

6.1 *Disclaimer.* MIPC UNDERSTANDS AND AGREES THAT NEITHER MONROE NOR ANY AFFILIATE OF MONROE MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND FOR ANY SERVICES OR WORK PERFORMED PURSUANT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES. MONROE AND EACH OF ITS AFFILIATES DISCLAIM ANY SUCH REPRESENTATIONS OR WARRANTIES, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE BY MONROE. ANY SUCH AFFILIATE OR ANY OTHER PERSON TO MIPC OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6.2 Limitation of Liability.

(a) In no event shall Monroe or any of its directors, officers, employees, affiliates, agents or representatives be liable to MIPC for any damages or losses of any kind incurred by MIPC in any manner in connection with or arising out of this Agreement except to the extent caused by the gross negligence, willful misconduct or breach of this Agreement by Monroe.

(b) Without limiting Section 6.2(a) or Section 4.1.1(c), in no event shall the aggregate liability of Monroe to MIPC for any damages or losses incurred by MIPC in connection with or arising out of this Agreement exceed the aggregate amount paid hereunder by MIPC to Monroe in consideration for the Services giving rise to the claim causing such damage or loss.

(c) Without limiting Section 6.2(a) or Section 4.1.1(b), neither Monroe nor any of its affiliates shall be liable to MIPC for any indirect, incidental, special, punitive or consequential damages caused by, attributable to or arising in connection with the performance, nonperformance or delayed performance of the Services contemplated by this Agreement, or any act or omission of Monroe or any person or entity acting on behalf of Monroe, whether negligent or otherwise, including, without limitation, damages relating to loss of profit or business interruption, however such damages may be caused.

(d) The limitations in this Section 6.2 apply regardless of whether the damages, losses or other relief are sought based on breach of contract, negligence, strict liability in tort, or any other legal or equitable principle.

(e) Notice of any claim for loss or damages relating to any Services provided hereunder must be made in writing within ninety (90) days after expiration or earlier termination of the Services which gave rise to the claim and such claim must specify the loss or damages amount claimed and a description of the action and the Services giving rise to the claim.

6.3 Indemnification. MIPC hereby agrees to indemnify and hold harmless Monroe and its representatives, officers, directors, employees, agents, consultants or affiliates from, and to reimburse any of the foregoing for, any and all liabilities, claims damages, costs, expenses and losses (collectively, "Losses"), including without limitation reasonable attorneys' fees, expenses and court costs based upon, arising out of, asserted against, resulting from, imposed on, in connection with, or otherwise in respect of this Agreement, the performance of the Services contemplated by this Agreement, including any Losses relating to any accident occurring in connection with such Services or the failure by MIPC to pay timely and fully any amounts due to Monroe or any third party hereunder, except to the extent caused by the gross negligence, willful misconduct or breach of this Agreement by Monroe.

ARTICLE VII INTERRUPTION OF SERVICES

7.1 Service Interruption. Monroe will endeavor to provide uninterrupted Services through the Term. In the event, however, that Monroe is wholly or partially prevented from providing any Service or all Services, or if any Service or all Services, is/are interrupted or suspended, in either case by reason of any event described in Section 7.2, or Monroe shall deem

it necessary to suspend delivery of any Service or all Services for purposes of maintenance, upgrade, repair, or replacement, Monroe shall not be obligated to deliver such Services during such periods, provided, however, that Monroe has given to MIPC, when feasible, notice of the prevention, interruption or suspension within a reasonable period of time, explaining the reason, purpose and likely duration thereof. If such interruption of Services has a significant negative impact on MIPC's business operations and Monroe cannot readily reinstate the Services involved, Monroe will use reasonable best efforts (at MIPC's expense and direction) to assist MIPC in securing alternative services to minimize such negative impact on MIPC.

7.2 Force Majeure. The parties hereto acknowledge and agree that no party hereto shall be responsible for the failure or delay in the performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, wars, riots, rebellions, blockages, acts of governmental authorities, restrictions imposed by law, or any event or condition that is beyond the reasonable control of such party, and the time for performance by such party shall be extended by the period of such delay, in each case, without liability. Notwithstanding the foregoing, in no event shall MIPC be relieved of its payment obligations to Monroe or third parties for Services provided under Article IV.

ARTICLE VIII **MISCELLANEOUS**

8.1 Notices. All notices or other communications required or permitted hereunder shall be given in writing and given by certified or registered mail, return receipt requested, nationally recognized courier service, or facsimile (or like transmission) with confirmation of transmission by the transmitting equipment or personal delivery against receipt to the party to whom it is given, in each case, at such party's address or facsimile number set forth below or such other address or facsimile number as such party may hereafter specify by notice to the other party hereto given in accordance herewith. Any such notice or other communication shall be deemed to have been given as of the date so personally delivered or transmitted by facsimile or like transmission if delivered or transmitted during normal business hours of the recipient (or, if delivered or transmitted after normal business hours, on the next business day), on the actual date of delivery when sent by courier service, or five (5) business days after the date so mailed if by certified or registered mail:

(a)

If to Monroe:

Monroe Energy, LLC
4101 Post Road
Trainer, PA 19061
Attn: Chief Financial and Administrative
Officer
Telephone:
Facsimile:

With a copy to:

Monroe Energy, LLC

4101 Post Road
Trainer, PA 19061
Attn: VP, Controller and Asst.
Treasurer
Telephone:
Facsimile:

(b)

If to MIPC:

MIPC, LLC
4101 Post Road
Trainer, Pennsylvania 19061
Attention: President
Telephone:
Facsimile:

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. Any assignment in violation of this Agreement shall be null and void *ab initio*.

8.3 Construction.

(a) Unless otherwise expressly specified herein, (i) defined terms in the singular shall also include the plural and vice versa, (ii) the words "hereof", "herein", "hereunder" and other similar words refer to this Agreement as a whole, (iii) Section, Schedule and Exhibit references in this Agreement are to Sections of, Schedules to and Exhibits to this Agreement, and (iv) words of any gender (masculine, feminine or neuter) mean and include correlative words of the other genders.

(b) The captions in this Agreement are for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(c) All references to "days" shall be to calendar days unless business days are specified.

(d) Unless the context otherwise requires, (i) "or" is not exclusive and (ii) "including" means "including but not limited to" and "including without limitation".

(e) As used herein, the phrases "date of this Agreement" and "date hereof" and any other phrases of similar import shall mean the Effective Date.

(f) If any date provided for in this Agreement shall fall on a day that is not a business day, then the date provided for shall be deemed to refer to the next business day.

8.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS 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.

8.5 Waiver of Provisions. The provisions, terms and covenants of this Agreement may be waived only by a written instrument executed by the party hereto waiving compliance. The failure of any party hereto at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party hereto of any breach of any provision, term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of the breach of any other provision, term or covenant of this Agreement.

8.6 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement, binding on the parties hereto, notwithstanding that such parties are not signatory to the same counterpart.

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.

8.8 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8.9 No Presumption. With regard to each and every term of this Agreement and any and all agreements and instruments subject to the terms hereof or referred to herein, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term of this Agreement or any agreement or instrument subject hereto.

8.10 Severability. To the fullest extent that they may effectively do so under applicable law, the parties hereto hereby waive any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect. The parties further agree that any provision of this Agreement which, notwithstanding the preceding sentence, is rendered or held invalid, illegal or unenforceable in any respect in any relevant jurisdiction shall be ineffective, but such ineffectiveness shall be limited as follows: (a) if such provision is rendered or held invalid, illegal or unenforceable in such jurisdiction only as to a particular person or persons or under any particular circumstance or circumstances, such provision shall be ineffective, but only in such jurisdiction and only with respect to such particular person or persons or under such particular circumstance or circumstances, as the case may be; (b) without

limitation of clause (a), such provision shall in any event be ineffective only as to such jurisdiction and only to the extent of such invalidity, illegality or unenforceability, and such invalidity, illegality or unenforceability in such jurisdiction shall not render invalid, illegal or unenforceable such provision in any other jurisdiction; and (c) without limitation of clause (a) or (b), such ineffectiveness shall not render invalid, illegal or unenforceable this Agreement or any of the remaining provisions hereof. Without limitation of the preceding sentence, (A) it is the intent of the parties hereto that, in the event that in any court or arbitral proceeding, such court or arbitral body determines that any provision of this Agreement is illegal, invalid or unenforceable in any relevant jurisdiction to any extent, such court or arbitral body shall have the power to, and shall, (1) modify such provision (including by limiting the persons against whom, or the circumstances under which, such provision shall be effective in such jurisdiction) for purposes of such proceeding to the minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding and (2) enforce such provision, as so modified pursuant to clause (1), in such proceeding and (B) upon any determination that any provision of this Agreement is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of such parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Nothing in this Section 8.10 is intended to, or shall, (x) limit the ability of any party hereto to appeal any court ruling or enforce or seek to vacate or modify any arbitral award or the effect of any favorable or unfavorable ruling on appeal or (y) limit the intended effect of Section 8.4.

8.11 *Relationship of the Parties.* No party hereto is an agent of any other party hereto and no party hereto has any authority to bind any other party hereto, transact any business in any other party's name or on behalf of any other party, or make any promises or representations on behalf of any other party. Each party hereto will perform all of its respective obligations under this Agreement as an independent contractor, and no joint venture, partnership or other similar relationship shall be created or implied by this Agreement.

[Signature page follows.]

Exhibit A
CORPORATE SERVICES TO BE PROVIDED HEREUNDER

<u>Service</u>	<u>Fee</u>
1. Financial Services including, but not limited to, <ul style="list-style-type: none">a. Accounting, treasury and audit servicesb. A/Pc. Billing, Cost Allocation Financial Reporting	\$1500/month
2. Real property services	\$250/month
3. Legal services and government relations	\$500/month
4. Contract management and administration services (Purchase orders, contract administration)	\$500/month
5. Information technology services (Servers, Help Desk)	\$1000/month
6. Human resource services (Payroll, Benefits)	\$500/month
7. Health, safety and environmental	\$250/month
8. Project controls	\$500/month

The Services shall also include such other services as the MIPC may reasonably request, and that Monroe agrees to provide, from time to time agrees to provide, from time-to-time.

Provision of any or all of the above services shall be subject to provision of any information, materials, equipment, software and services reasonably required to be provided by Monroe.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Monroe Energy, LLC

By: 

Name: Jeffrey K. Warman

Title: CEO / President

Date:

12/30/2012

MIPC, LLC

By: 

Name: J. P. P.

Title: VP Gen Mgr MIPC LLC

Date:

12/30/2012

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

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

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



Adeolu A. Bakare

Dated this 22nd day of February, 2013, in Harrisburg, Pennsylvania.

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