



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

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 Monroe Energy, LLC and MIPC, LLC;
Docket No. G-2013-2350282**

Dear Secretary Chiavetta:

Attached please find the First Amendment to the Corporate Services Agreement By and Between Monroe Energy, LLC 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 'Robert A. Weishaar, Jr.', written over a horizontal line.

Robert A. Weishaar, Jr.
Adeolu A. Bakare

Counsel to MIPC, LLC

c: Lee Yalcin (lyalcin@pa.gov)

www.mwn.com

HARRISBURG, PA • LANCASTER, PA • SCRANTON, PA • STATE COLLEGE, PA • COLUMBUS, OH • WASHINGTON, DC

**FIRST AMENDMENT TO
THE
CORPORATE SERVICES AGREEMENT
BY AND BETWEEN
MONROE ENERGY, LLC
AND
MIPC, LLC**

This FIRST AMENDMENT to the CORPORATE SERVICES AGREEMENT (the "Amendment") is entered into by and between MONROE ENERGY, LLC, a Delaware limited liability company ("Monroe") and MIPC, LLC, a Delaware limited liability company ("MIPC") effective as of the 22nd day of June, 2012 (the "Effective Date").

WHEREAS, MIPC and Monroe are parties to that certain Corporate Services Agreement dated as of June 22, 2014 (the "Amendment"), pursuant to which Monroe provides to MIPC certain corporate services described therein; and

WHEREAS, MIPC and Monroe 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-2013-2350282;

NOW THEREFORE, MIPC and Monroe 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 Monroe under this Agreement, MIPC shall pay and/or reimburse Monroe for the fees, expenses and other amounts set forth in Exhibit A 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 hereunder are hereinafter referred to collectively as the "Fees." In the event any period in which a Fee payable hereunder 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 4.3 of the Agreement is deleted in its entirety and replaced with the following:

"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. Notwithstanding anything contained herein, MIPC will be charged the lower of cost or applicable market price for the Services provided by Monroe hereunder."

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

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

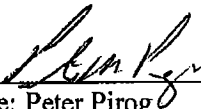
“8.7 Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties with respect to the transactions contemplated hereby and merges in, supersedes and cancels all prior written or oral commitments, arrangements or understandings with respect thereto. This Agreement may 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.”

Exhibit A to the Agreement is deleted in its entirety and replaced with the revised Exhibit A attached to this Amendment.

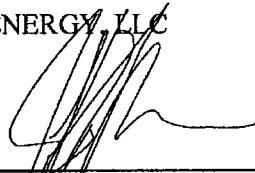
3. Status of the Agreement. Except as expressly provided in this Amendment, all of the terms and conditions of the Agreement remain in full force and effect and fully binding upon and enforceable against the parties.
4. Counterparts. This Amendment may be executed by the parties in any number of separate 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.

MIPC, LLC

By: 
Name: Peter Pirog
Title: Vice President & General Manager

MONROE ENERGY, LLC

By: 
Name: Jeffrey K. Warmann
Title: Chief Executive Officer & President

[Signature Page to Corporate Services Agreement Amendment #1]

Exhibit A

(amended as of June 12, 2012)

CORPORATE SERVICES TO BE PROVIDED HEREUNDER

<u>Service</u>	<u>Fee</u>
1. Financial Services including, but not limited to, a. Accounting, treasury and audit services b. A/P c. 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 MIPC may reasonably request, and that Monroe agrees to provide, from time to time.

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

Notwithstanding the foregoing, MIPC will be charged at the lower of the actual cost or applicable market price for the Services provided hereunder.