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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: Operation and Management Services Agreement Between Monroe Energy, LLC and MIPC, LLC; Docket No. G-2013-2350292

Dear Secretary Chiavetta:

Attached please find the First Amendment to the Operation and Management 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 'R. Weishaar, Jr.', is written over a horizontal line.

Robert A. Weishaar, Jr.
Adeolu A. Bakare

Counsel to MIPC, LLC

c: Lee Yalcin (lyalcin@pa.gov)

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

This FIRST AMENDMENT TO THE OPERATION AND MANAGEMENT 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 Operation and Management Services Agreement dated as of June 22, 2012 (the "**Agreement**"), pursuant to which MIPC provides to Monroe certain operation and maintenance 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-2013-2350292;

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 2.2 (a) (9) of the Agreement is deleted in its entirety and replaced with the following:

"9) such other general services related to the Facilities, as Monroe and MIPC may mutually agree from time to time, subject to, to the extent required under applicable law, rule or regulation, the approval of the Pennsylvania Public Utility Commission (the "**PUC**" or the "**Commission**")."
 - b. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

"4.1 **Billing.** MIPC shall invoice Monroe quarterly for the Services at the rate \$0.25 per barrel for each barrel of product (crude oil, gasoline, diesel fuel, jet fuel, heating oil, distillates, liquefied petroleum gas, natural gas liquids, blend stocks, ethanol, xylene, toluene and petrochemical feedstocks, or other refined petroleum products) produced by Monroe and transferred out of each terminal (Chelsea, G Street or Woodbury) by pipeline, water carrier, motor carrier, or railroad. Notwithstanding the foregoing, the Parties agree that Monroe will be charged the higher of the actual cost or applicable market price for all Services provided hereunder."

- c. Section 8.1 of the Agreement is deleted in its entirety and replaced with the following:

“8.1 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein. No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto and, to the extent required by applicable law, rule or regulation, the approval of the Commission.”

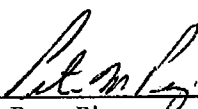
- d. Section 8.6 of the Agreement is deleted in its entirety and replaced with the following:

“8.6 Amendment or Modification. This Agreement may be amended or modified from time to time only by the written agreement of both Parties hereto, provided that, to the extent required by applicable law, rule or regulation, the approval of the Commission shall be required for any such amendment or modification. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Agreement.”


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 Operation and Management Services Agreement Amendment #1]