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SEP 10 2020

September 10, 2020

FA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary Public Utility Commission 400 North Street Harrisburg, PA 17120

Subject: Act 127 Annual registration

Re: PENN VIRGINIA OIL AND GAS CORPORATION Docket No. A-2012-2293767

To Whom It May Concern,

Penn Virginia oil and Gas Corporation (PVAC) has not owned or operated any pipelines, facilities or associated equipment in the state of Pennsylvania since May of 2018. Attached is an assignment and bill of sale for the last remaining asset PVAC owned in the state of Pennsylvania. This asset was sold to JKLM Energy, LLC.

Please advise if further information is needed.

Regards,

Sean Mahaffey

Sear Prohaffey

Manager, Health, Safety & Environment

Penn Virginia Corporation

Sean.mahaffey@pennvirginia.com

(Cell): 814-591-5706

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT AND BILL OF SALE

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COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF POTTER

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is made and entered into as of the _____ day of May, 2018, to be effective for all purposes as of 12:01 a.m., Pittsburgh, Pennsylvania time, on May 14, 2018 (the "Effective Time"), by PENN VIRGINIA OIL & GAS CORPORATION, a Virginia corporation, whose address is 14701 St. Mary's Lane, Suite 275, Houston, Texas 77079 ("Assignor"), to JKLM ENERGY, LLC, a Delaware limited liability company, whose address is 2200 Georgetowne Drive, Suite 500, Sewickley, Pennsylvania 15143 ("Assignee").

NOTICE IS TAKEN OF THE FOLLOWING:

- A. Assignor is selling, assigning, transferring and setting over unto Assignce all of its right, title and interest of whatever kind or nature in and to the pipeline and related assets described herein.
- B. Assignor has now agreed to convey to Assignee all of such pipeline and related assets as more fully set forth below.
- NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration and Assignee's agreement to the terms of this Assignment, the receipt and sufficiency of which are specifically acknowledged by Assignor, Assignor does hereby sell, grant, bargain, convey, assign, transfer and deliver to Assignee, and Assignee does hereby purchase, accept and acquire from Assignor, all right, title and interest of Assignor in and to the following assets (collectively, the "Purchased Assets"):
- (a) the pipeline, and associated compressors and meters, having a current approximate location as listed and described in <u>Exhibit A</u> attached hereto, together with all fixtures and appurtenances associated with the maintenance or operation of the aforesaid pipeline, compressors and meters (such fixtures and appurtenances shall include but not be limited to valves, fittings, meters, cathodic protection ground beds, anodes, rectifiers, transformers and all other cathodic protection devices) (collectively, the "Facilities");
- (b) all easements, rights-of-way, surface leases, servitudes and other similar interests used, or held for use, in connection with the ownership or operation of the Facilities, including the rights-of-way described in Exhibit B (collectively, the "Easements");

- (c) to the extent assignable under applicable laws and regulations, all permits, licenses, variances, exemptions, orders, franchises, registrations, approvals and authorizations obtained from any governmental authority, and all pending applications therefor, used, or held for use, primarily in connection with the ownership or operation of the Facilities (collectively, the "Permits");
- (d) contracts, agreements and instruments used, or held for use, primarily in connection with the ownership or operation of the Facilities, including the contracts described in <u>Exhibit C-1</u> attached hereto, but excluding the contracts described in <u>Exhibit C-2</u> (collectively, the "Contracts"):
- (e) all of the files, books, records, information and data directly pertaining to the Facilities, Easements, Permits and Contracts in Assignor's possession or control or to which Assignor has a right, but excluding any files, books, records, information and data (i) to the extent that the disclosure or transfer thereof is prohibited by third party agreement or applicable laws and regulations, (ii) relating to Assignor's business generally, (iii) constituting work product of Assignor's legal counsel (other than title opinions) and (iv) relating to the negotiation and consummation of the sale of the Purchased Assets (collectively, the "Records"); provided, however, that Assignor may retain copies of the Records as may be necessary for litigation, tax, accounting or auditing purposes or as otherwise may be required by applicable laws and regulations.

TO HAVE AND TO HOLD the Purchased Assets unto Assignee and its successors and assigns, forever, subject to the following terms and conditions:

- 1. Assignee hereby assumes, as of the Effective Time, all liabilities, duties, obligations and responsibilities of every kind whatsoever attributable to the Purchased Assets, whether known or unknown, attributable to the period of time after the Effective Time.
- 2. Except for the Purchased Assets expressly described in clauses (a) through (e) above, Assignor is not selling, assigning, transferring or delivering, and Assignee is not purchasing or acquiring, any other assets, properties, interests or rights of Assignor.
- 3. THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF ANY KIND TO THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, WHETHER EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS FOLLOWS:
- a. Assignor has all requisite corporate power and authority to execute and deliver this Assignment. When executed and delivered by Assignor, this Assignment is a valid and legally binding assignment and conveyance of the Purchased Assets, enforceable in accordance with its terms.
- b. Assignor absolutely, unconditionally and irrevocably assigns, transfers and sets over to Assignee, as subrogee, on a non-exclusive basis, any and all rights, including causes of action and claims, now existing or arising in the future, which Assignor may have against any landlord relating to any title-related defects affecting the Purchased Assets or any portion thereof or any interest therein.

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- 4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
- 5. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which shall collectively constitute one and the same instrument.
- 6. Each party hereto, at the request of the other party hereto and without additional consideration, shall execute and deliver to the requesting party all such further assignments, deeds, agreements, contracts, instruments and other documents as the requesting party may reasonably request in order to perform, accomplish, perfect or record, if reasonably necessary, the sale, assignment, transfer and delivery to Assignee of the Purchased Assets acquired by Assignee hereunder as contemplated by this Assignment and to otherwise carry out the intention of this Assignment, including, but not limited to, the Receipt Point/Meter Assignment Authorization Form attached hereto as Exhibit D.

[Signature Pages Follow]

EXECUTED as of the day and year first written above, but effective asgriche FARCHING BUREAU Time.

ASSIGNOR: PENN VIRGINIA OIL & GAS CORPORATION Address: 14701 St. Mary's Lane, Suite 275 Houston, Texas 77079 John A. Brooks Name: Title: CEO ASSIGNEE: JKLM ENERGY, LLC Address: 2200 Georgetowne Drive, Suite 500 Sewickley, Pennsylvania 15143 By: Jefferson D. Long Name: Title: Vice President - Land

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ACKNOWLEDGMENTS

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

STATE OF TEXAS	§
COUNTY OF HARRIS	§ § §
This instrument was acknowledged before Brooks, CEO of Penn Virginia Oil & Gas Corpora corporation.	me this July day of May, 2018 by John A. tion, a Virginia corporation, on behalf of that
SUSAN MALLEK Notary ID # 4907818 My Commission Expires Decamber 11, 2020	Notary Public Name: Susan Mallek My Commission Expires: 12/11/2020
COMMONWEALTH OF PENNSYLVANIA	§ § 6
COUNTY OF ALLEGHENY	§
This instrument was acknowledged before D. Long, Vice President – Land of JKLM Energy, on behalf of that company.	me this day of May, 2018 by Jefferson LLC, a Delaware limited liability company,
	Notary Public
	Name: My Commission Expires:

EXECUTED as of the day and year first written above, but effective as of the Effective Time.

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PENN VIRGINIA OIL & GAS CORPORATION

Address:

14701 St. Mary's Lane, Suite 275 Houston, Texas 77079

By:_____

Name: John A. Brooks Title: CEO

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ASSIGNEE:

SEP 10 2020

JKLM ENERGY, LLC

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

Address:

2200 Georgetowne Drive, Suite 500 Sewickley, Pennsylvania 15143

Name: Jefferson D. Long

e: Vice President - Land

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ACKNOWLEDGMENTS

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

COUNTY OF HARRIS	§ §
This instrument was acknowledged before Brooks, CEO of Penn Virginia Oil & Gas Corporation.	me this day of May, 2018 by John A. tion, a Virginia corporation, on behalf of that
	Notary Public Name:
	My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA	\$
COMMONWEALTH OF FERNSTLVANIA	§ § §
COUNTY OF ALLEGHENY	§
This instrument was acknowledged before D. Long, Vice President – Land of JKLM Energy, on behalf of that company.	me this day of May, 2018 by Jefferson LLC, a Delaware limited liability company,

STATE OF TEXAS

NOTARIAL SEAL
ADAM DONALD BLINT
NOTARY Public
FRANKLIN PARK BORO, ALLEGHENY COUNTY
My Commission Expires Oct 19, 2019

Notary Public

Name: Apam D. BITHT

My Commission Expires: 10-19-2019

Exhibit A

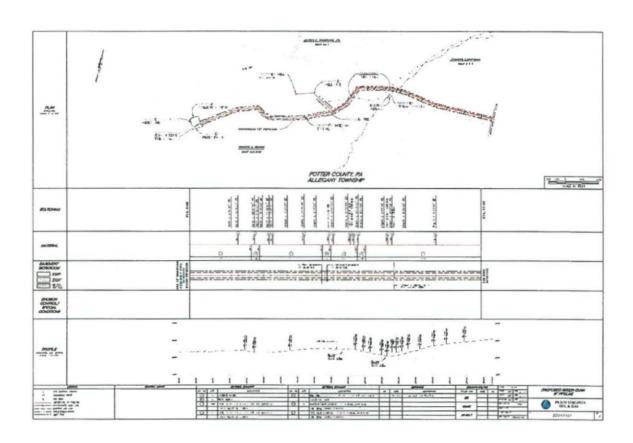
Pipeline

The existing 4" flexsteel and 12" steel natural gas pipeline known as the Dunn-Risser pipeline as it is now laid out upon the land, originating at the property now or formerly of T. Kevin Risser et ux. (Tax Parcel No. 020-001-003) and terminating at the interconnection with the National Fuel Gas Supply Corporation pipeline on the property of Roger A. Dunn et ux. (Tax Parcel No. 020-002-034C) in Allegany Township, Potter County, Pennsylvania, as generally depicted in the drawings attached hereto.

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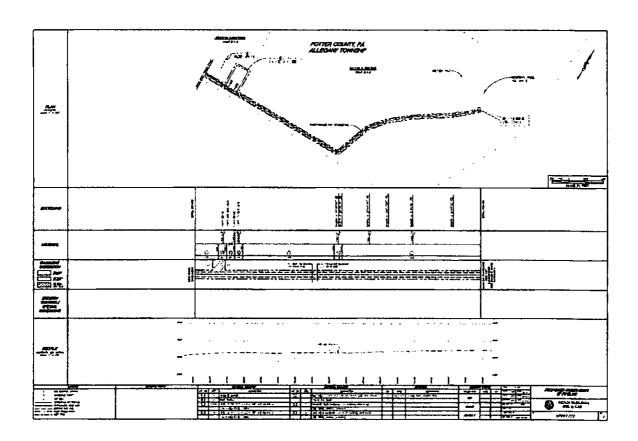
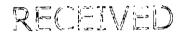


Exhibit B

Rasements

		Recording		_	Recording
Grantor	Grantee	Date	County	State	Information
Roger A. Dunn et ux.	Penn Virginia Oil & Gas Corporation	06/14/2011	Potter	Pennsylvania	201102296
Joanne Lampman et vir.	Penn Virginia Oil & Gas Corporation	06/14/2011	Potter	Pennsylvania	201102297



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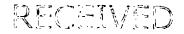
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1934931.3 05/14/2018

Exhibit C-1

Contracts

Interconnection Agreement dated November 1, 2010 by and between Penn Virginia Oil & Gas Corporation and National Fuel Gas Supply Corporation, as amended by Amendment #1 of Interconnection Agreement dated November 1, 2015.



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Exhibit C-2

Excluded Contracts

Service Agreement #I11551 (IT Service) dated February 1, 2011 by and between National Fuel Gas Supply Corporation and Penn Virginia Oil & Gas Corporation.

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Exhibit D

National Fuel Gas Supply Corporation Receipt Point/Meter Assignment Authorization Form

[See attached.]

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