



# PENN VIRGINIA CORPORATION

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

September 10, 2020

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  
Manager, Health, Safety & Environment  
Penn Virginia Corporation  
Sean.mahaffey@pennvirginia.com  
(Cell): 814-591-5706



(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 Exhibit C-1 attached hereto, but excluding the contracts described in Exhibit C-2 (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.

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 as of the Effective  
Time. SECRETARY'S BUREAU

**ASSIGNOR:**

PENN VIRGINIA OIL & GAS CORPORATION

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

By:   
Name: John A. Brooks  
Title: CEO

**ASSIGNEE:**

JKLM ENERGY, LLC

Address:  
2200 Georgetowne Drive, Suite 500  
Sewickley, Pennsylvania 15143

By: \_\_\_\_\_  
Name: Jefferson D. Long  
Title: Vice President – Land

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ACKNOWLEDGMENTS

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me this 14<sup>th</sup> day of May, 2018 by John A. Brooks, CEO of Penn Virginia Oil & Gas Corporation, a Virginia corporation, on behalf of that corporation.



Susan Mallek  
Notary Public  
Name: Susan Mallek  
My Commission Expires: 12/11/2020

COMMONWEALTH OF PENNSYLVANIA

§

COUNTY OF ALLEGHENY

§

§

This instrument was acknowledged before me this \_\_\_\_\_ day of May, 2018 by Jefferson D. Long, Vice President – Land of JKLM Energy, LLC, a Delaware limited liability company, on behalf of that company.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**ASSIGNOR:**

PENN VIRGINIA OIL & GAS CORPORATION

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

By: \_\_\_\_\_  
Name: John A. Brooks  
Title: CEO

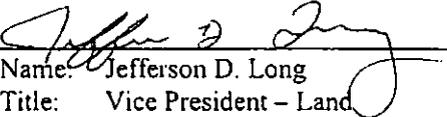
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**ASSIGNEE:**

JKLM ENERGY, LLC

Address:  
2200 Georgetowne Drive, Suite 500  
Sewickley, Pennsylvania 15143

By:   
Name: Jefferson D. Long  
Title: Vice President - Land

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**Exhibit A**

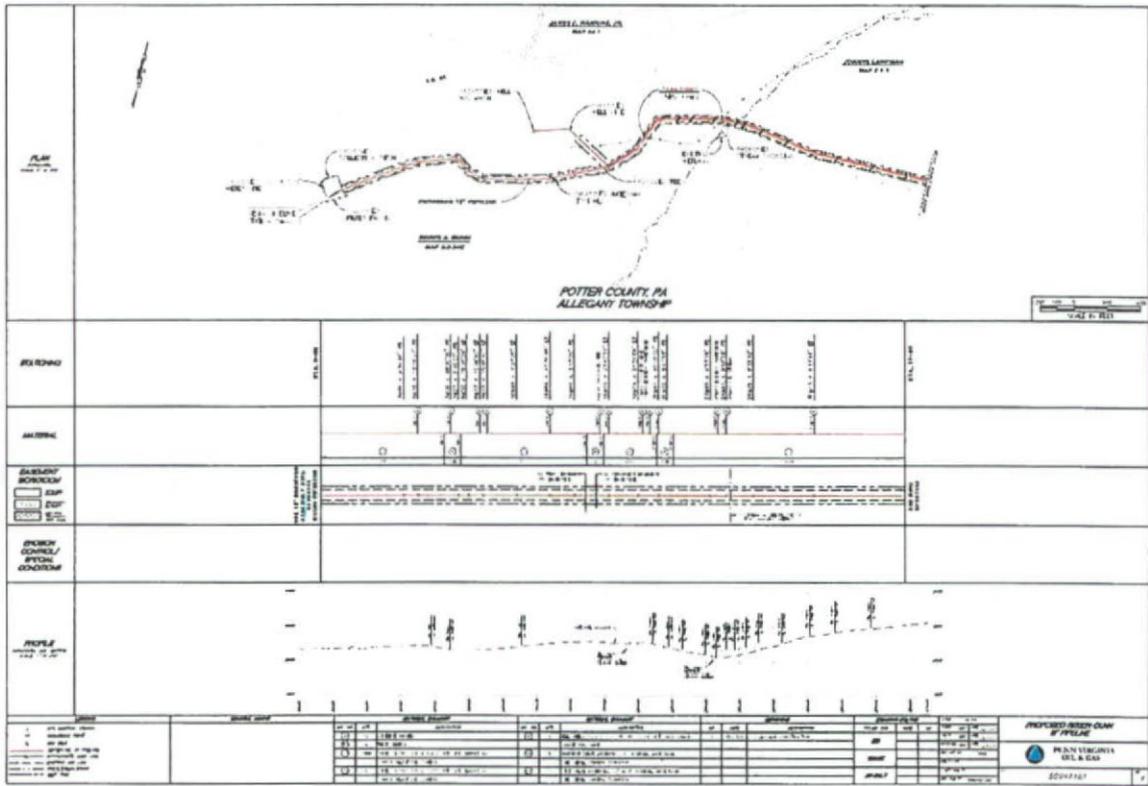
Pipeline

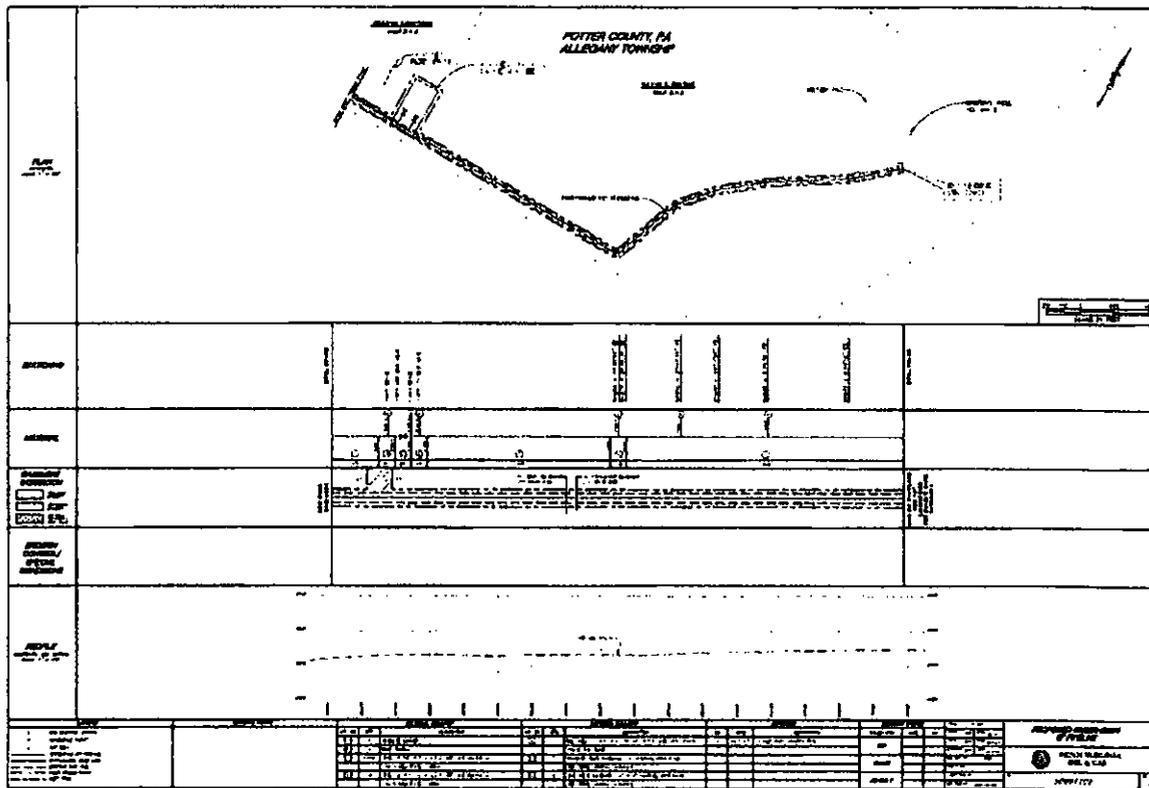
The existing 4" flexsteel and 12" steel natural gas pipeline known as the Dunn-Risser pipeline as it is now laid out upon the land, originating at the property now or formerly of T. Kevin Risser et ux. (Tax Parcel No. 020-001-003) and terminating at the interconnection with the National Fuel Gas Supply 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**

Resements

<b>Grantor</b>	<b>Grantee</b>	<b>Recording Date</b>	<b>County</b>	<b>State</b>	<b>Recording Information</b>
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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**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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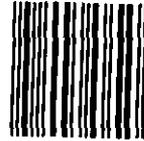
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PRESS FIRMLY TO SEAL



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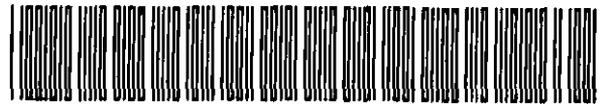
U.S. POSTAGE PAID  
PME 1-DAY  
GONZALES, TX  
78629  
SEP 10, 20  
AMOUNT

**\$26.35**

R2304H109187-80



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**CUSTOMER USE ONLY**

**FROM:** (PLEASE PRINT) PHONE (714) 571-5706  
Penn Virginia  
16285 Park Ten Place, Suite 500  
Houston, TX 77084

**PAYMENT BY ACCOUNT (If applicable)**

USPS® Corporate Acct. No.

Federal Agency Acct. No. or Postal Service™ Acct. No.

**ORIGIN (POSTAL SERVICE USE ONLY)**

<input checked="" type="checkbox"/> 1-Day		<input type="checkbox"/> 2-Day		<input type="checkbox"/> Military		<input type="checkbox"/> DPO	
PO Code	Scheduled Delivery Date (MM/DD/YY)	Postage					
78629	9-11-20	\$ 26.35					
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee				
9-10-20	<input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM <input checked="" type="checkbox"/> 12 NOON	\$	\$				
Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee				
A	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	\$	\$				

**DELIVERY OPTIONS (Customer Use Only)**

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

**Delivery Options**

- No Saturday Delivery (delivered next business day)
  - Sunday/Holiday Delivery Required (additional fee, where available\*)
  - 10:30 AM Delivery Required (additional fee, where available\*)
- \*Refer to USPS.com® or local Post Office™ for availability.

**TO:** (PLEASE PRINT) PHONE (717) 783-6175

Rosemary Chiavetta  
PUC  
400 North Street  
Harrisburg PA

ZIP + 4® (U.S. ADDRESSES ONLY)

17120



**To: PUC MASTER**

**CMPC**

Agency: PUC

Floor:

External Carrier. EXPRESS

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-11
- \$100.00 insurance included.

**PEEL FROM THIS CORNER**



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F Oct 2018  
2 1/2 x 9 1/2

