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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

**Date of Report (Date of Earliest Event Reported): June 27, 2017**

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**PENN VIRGINIA CORPORATION**

(Exact Name of Registrant as Specified in Charter)

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**Virginia**  
(State or other jurisdiction  
of incorporation)

**1-13283**  
(Commission  
File Number)

**23-1184320**  
(IRS Employer  
Identification No.)

**14701 St. Mary's Lane, Suite 275**  
**Houston, Texas**  
(Address of Principle Executive Offices)

**77079**  
(Zip Code)

**Registrant's telephone number, including area code: (713) 722-6500**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On June 27, 2017, Penn Virginia Corporation (the “Registrant”) entered into the Master Assignment, Agreement and Amendment No. 2 to Credit Agreement among Penn Virginia Holding Corp., a subsidiary of the Registrant, as borrower, the Registrant, as parent, the subsidiaries of the borrower party thereto, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent (the “Amendment”). The Amendment amends the Credit Agreement dated as of September 12, 2016, as amended by Amendment No. 1 to Credit Agreement dated as of March 13, 2017 and the Amendment described herein (as so amended, the “Credit Agreement”) to, among other things, increase the borrowing base from \$128 million to \$200 million pursuant to the scheduled semi-annual redetermination under the Credit Agreement. The next redetermination of the borrowing base is scheduled for October 2017.

A copy of the Amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K, is incorporated herein by reference and is hereby filed. The material terms of the Credit Agreement are described in the Current Report on Form 8-K previously filed with the Commission on September 15, 2016. The description of the Amendment in this Current Report on Form 8-K is a summary and is qualified in its entirety by reference to the complete text of such agreement.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 concerning the Amendment is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

**Exhibit  
Number**

**Description**

10.1	Master Assignment, Agreement and Amendment No. 2 to Credit Agreement, dated as of June 27, 2017, among Penn Virginia Holding Corp., as borrower, Penn Virginia Corporation, as parent, the subsidiaries of the borrower party thereto, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent.
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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

June 30, 2017

**PENN VIRGINIA CORPORATION**

By: /s/ Steven A. Hartman

Steven A. Hartman

*Senior Vice President, Chief Financial Officer and Treasurer*

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**EXHIBIT INDEX**

**Exhibit  
Number**

**Description**

10.1 Master Assignment, Agreement and Amendment No. 2 to Credit Agreement, dated as of June 27, 2017, among Penn Virginia Holding Corp., as borrower, Penn Virginia Corporation, as parent, the subsidiaries of the borrower party thereto, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent.

**MASTER ASSIGNMENT, AGREEMENT AND AMENDMENT NO. 2 TO CREDIT  
AGREEMENT**

This MASTER ASSIGNMENT, AGREEMENT AND AMENDMENT NO. 2 TO CREDIT AGREEMENT (“Agreement”) dated as of June 27, 2017 (the “Effective Date”) is among Penn Virginia Holding Corp., a Delaware corporation (the “Borrower”), Penn Virginia Corporation, a Virginia corporation (the “Parent”), the subsidiaries of the Borrower party hereto (together with the Parent, each a “Guarantor” and collectively, the “Guarantors”), the Lenders (as defined below) party hereto, Citibank, N.A. and The Huntington National Bank (each, a “New Lender”) and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders and as issuing lender (in such capacity, the “Issuing Lender”).

**RECITALS**

A. The Parent, the Borrower, the Administrative Agent, the Issuing Lender, and the financial institutions party thereto from time to time, as lenders (the “Lenders”) are parties to that certain Credit Agreement dated as of September 12, 2016, as amended by that certain Amendment No. 1 to Credit Agreement dated as of March 13, 2017 (as so amended, the “Credit Agreement”).

B. The parties hereto wish to increase the Borrowing Base under the Credit Agreement and in connection with such increase, the Assignors (as defined below) wish to assign a certain percentage of their rights and obligations under the Credit Agreement as a Lender to the Assignees (as defined below, and including the New Lenders) pursuant to the terms hereof.

C. After the assignment and acceptance of the rights and obligations set forth herein have been made effective, the parties hereto agree to, subject to the terms and conditions set forth herein, (i) amend the Credit Agreement as provided herein and (ii) increase the Borrowing Base.

NOW THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. **Defined Terms.** As used in this Agreement, each of the terms defined in the opening paragraph and the Recitals above shall have the meanings assigned to such terms therein. Each term defined in the Credit Agreement and used herein without definition shall have the meaning assigned to such term in the Credit Agreement, unless expressly provided to the contrary.

Section 2. **Other Definitional Provisions.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any

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reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Titles and captions of Articles, Sections and subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

Section 3. **Assignments and Acceptances.** In lieu of executing and delivering an Assignment and Acceptance, each existing Lender whose Pro Rata Share of the Commitments is decreasing in connection herewith (each an “Assignor” and, collectively, the “Assignors”) and each existing Lender and each New Lender whose Pro Rata Share of the Commitments is increasing in connection herewith (each an “Assignee” and, collectively, the “Assignees”) hereby agree to, and Borrower hereby accepts, the following:

(a) **Assignment.** For an agreed consideration, each Assignor hereby irrevocably sells and assigns to the respective Assignees, and each Assignee hereby irrevocably purchases and assumes from the respective Assignors, subject to and in accordance with the terms hereof and the Credit Agreement, as of the Effective Date (i) such percentage in and to all of the respective Assignors’ rights and obligations in their respective capacities as Lenders under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified in Schedule II hereto that would result in Assignors and Assignees having the respective Commitments set forth in Schedule II attached hereto (including without limitation any letters of credit and guaranties provided in connection with the Credit Agreement), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the respective Assignors (in their respective capacities as Lenders) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to, and in proportion to, the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by any Assignor to any Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as an “Assigned Interest”). Each such sale and assignment is without recourse to any Assignor and, except as expressly provided in this Agreement, without representation or warranty by any Assignor.

(b) **Representations and Warranties of Assignor.** Each Assignor (i) represents and warrants that (A) it is the legal and beneficial owner of the relevant Assigned Interest, (B) such Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, and (C) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby; and (ii) assumes no responsibility with respect to (A) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (B) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (C) the financial condition of the Borrower, its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (D) the performance or observance by the Borrower, its Subsidiaries or Affiliates or any other Person of any of its obligations under any Loan Document.

(c) **Representations and Warranties of Assignee.** Each Assignee (i) represents and warrants that (A) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (B) it meets all the requirements to be an assignee under Section 9.07 of the Credit

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Agreement (subject to such consents, if any, as may be required under Section 9.07 of the Credit Agreement), (C) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the relevant Assigned Interest, shall have the obligations of a Lender thereunder, (D) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (E) it has received a copy of the Credit Agreement and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.06 thereof, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Agreement and to purchase such Assigned Interest, (F) it has, independently and without reliance upon the Administrative Agent or any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and to purchase such Assigned Interest, and (G) if it is not incorporated under the laws of the United States of America or a state thereof, on or prior to the date hereof, it has delivered to Administrative Agent any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by such Assignee; and (ii) agrees that (A) it will, independently and without reliance on the Administrative Agent, any Assignor, or any other Lenders, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (B) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

(d) **Payments.** From and after the Effective Date, Administrative Agent shall make all payments in respect of each Assigned Interest (including payments of principal, interest, fees and other amounts) to the relevant Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignors and Assignees shall make all appropriate adjustments in payments by Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

(e) **Consent; Waiver of Administrative Fees.** Administrative Agent, the Issuing Lender and Borrower hereby consent to each Assignor's assignment of the Assigned Interests to the respective Assignees, and waive any other conditions to the effectiveness of such assignment that are not expressly set forth in this Agreement, and agree that the terms of this Agreement shall constitute an Assignment and Acceptance. Administrative Agent hereby consents to a one-time waiver of the \$5,000 processing and recordation fee that would otherwise be payable by each Assignee pursuant to Section 9.07(b)(iv) of the Credit Agreement as a result of the assignment provided for herein.

#### Section 4. **Amendments to Credit Agreement.**

(a) Section 1.01 (Certain Defined Terms) of the Credit Agreement is hereby amended by replacing the definition for "Fee Letters" in its entirety with the following:

*"Fee Letters" mean (a) the Exit Facility Lender Fee Letter dated May 10, 2016, among the Administrative Agent, the Borrower, and Holdings, (b) that certain Exit Facility Agent Fee Letter dated May 10, 2016, among the Administrative Agent, the Borrower, and Holdings, and (c) that certain fee letter dated June 27, 2017 among Wells Fargo Securities, LLC, the Borrower, and Holdings.*

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(b) Section 5.06 (Reporting Requirements) of the Credit Agreement is hereby amended by replacing clause (d) therein in its entirety with the following:

*(d) Weekly Consolidated Cash Balance Report. On each Consolidated Cash Sweep Date, a weekly report in form reasonably satisfactory to the Administrative Agent detailing the Consolidated Cash Balance as of the last Business Day of the immediately preceding calendar week certified by a Responsible Officer of Holdings and the Borrower; provided that, such weekly report shall only be required for any calendar week if Availability (determined as a percentage) at any time during such week was less than 50%.*

(c) Schedule II to the Credit Agreement is hereby deleted and replaced in its entirety with Schedule II attached to this Agreement.

Section 5. **Increase in the Borrowing Base.** Subject to the terms of this Agreement, as of the Effective Date, the Borrowing Base shall be increased from \$128,000,000 to \$200,000,000 and such Borrowing Base shall remain in effect at that level until the effective date of the next Borrowing Base redetermination made in accordance with the terms of the Credit Agreement, as amended hereby. The parties hereto acknowledge and agree that the Borrowing Base redetermination set forth in this Section 4 is the semi-annual redetermination of the Borrowing Base scheduled to occur on or about April 1, 2017 as provided in Section 2.02(b)(i) of the Credit Agreement. Each Lender's and each New Lender's Pro Rata Share of the resulting Borrowing Base, after giving effect to the increase in the Borrowing Base set forth in this Section 5 and the assignments effected under Section 3 above, and each Lender's and each New Lender's Maximum Credit Amount, after giving effect to this Agreement, are as set forth in Schedule II attached hereto.

Section 6. **Representations and Warranties.** Each Loan Party hereby represents and warrants that:

(a) after giving effect hereto, the representations and warranties contained in Article IV of the Credit Agreement and the representations and warranties contained in the Security Instruments, the Guaranty, and each of the other Loan Documents are true and correct in all material respects (unless already qualified by materiality or Material Adverse Change in the text thereof, in which case, such representations and warranties shall be true and correct in all respects) on and as of the date hereof, as though made on and as of such date, except to the extent that any such representation or warranty expressly relates solely to an earlier date, in which case it shall have been true and correct in all material respects (unless already qualified by materiality or Material Adverse Change in the text thereof, in which case, such representations and warranties shall be true and correct in all respects) as of such earlier date;

(b) after giving effect hereto, no Default or Event of Default has occurred and is continuing;

(c) the execution, delivery and performance of this Agreement by such Loan Party are within its corporate, partnership, or limited liability company power and authority, as applicable, and have been duly authorized by all necessary corporate, partnership, or limited liability company action, as applicable;

(d) this Agreement constitutes the legal, valid and binding obligation of such Loan Party enforceable in accordance with its terms, except as limited by applicable Debtor Relief Laws affecting the rights of creditors generally and general principles of equity whether applied by a court of law or equity;

(e) there are no governmental or other third party consents, licenses and approvals required in connection with the execution, delivery, performance, validity and enforceability of this Agreement;

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(f) the Collateral is unimpaired by this Agreement and the Loan Parties have granted to the Administrative Agent an Acceptable Security Interest in the Collateral covered by the Security Instruments and such Liens are not subject to avoidance, subordination, recharacterization, recovery, attack, offset, counterclaim, or defense of any kind; and

(g) as of the Effective Date, no action, suit, investigation or other proceeding by or before any arbitrator or any Governmental Authority is threatened or pending and no preliminary or permanent injunction or order by a state or federal court has been entered in connection with this Agreement or any other Loan Document.

Section 7. **Conditions to Effectiveness.** This Agreement shall become effective on the Effective Date and enforceable against the parties hereto upon the occurrence of the following conditions which may occur prior to or concurrently with the closing of this Agreement:

(a) The Administrative Agent shall have received (i) this Agreement executed by duly authorized officers of the Parent, the Borrower, each Guarantor, the Administrative Agent, the Lenders, and the New Lenders, and (ii) that certain fee letter dated on or about the date hereof among Wells Fargo Securities, LLC, the Borrower, and Holdings (the "Amendment No. 2 Fee Letter"); and

(b) The Borrower shall have paid (i) all fees and expenses of the Administrative Agent's outside legal counsel pursuant to all invoices presented for payment prior to the Effective Date, and (ii) the fees required under the Amendment No. 2 Fee Letter.

Section 8. **Acknowledgments and Agreements.**

(a) Each Loan Party acknowledges that on the date hereof all outstanding Obligations are payable in accordance with their terms and each Loan Party waives any defense, offset, counterclaim or recoupment (other than a defense of payment or performance) with respect thereto.

(b) The Parent, Borrower, each Guarantor, the Administrative Agent, the Issuing Lender, and each Lender party hereto does hereby adopt, ratify, and confirm the Credit Agreement, as amended hereby, and acknowledges and agrees that the Credit Agreement, as amended hereby, is and remains in full force and effect, and acknowledge and agree that their respective liabilities and obligations under the Credit Agreement, as amended hereby, the Guaranty, and the other Loan Documents, are not impaired in any respect by this Agreement.

(c) Nothing herein shall constitute a waiver or relinquishment of (i) any Default or Event of Default under any of the Loan Documents, (ii) any of the agreements, terms or conditions contained in any of the Loan Documents, (iii) any rights or remedies of the Administrative Agent or any Lender with respect to the Loan Documents, or (iv) the rights of the Administrative Agent, the Issuing Lender, or any Lender to collect the full amounts owing to them under the Loan Documents.

(d) From and after the Effective Date, all references to the Credit Agreement and the Loan Documents shall mean the Credit Agreement and such Loan Documents, as amended by this Agreement. This Agreement is a Loan Document for the purposes of the provisions of the other Loan Documents.

Section 9. **Reaffirmation of Security Instruments.** Each Loan Party (a) reaffirms the terms of and its obligations (and the security interests granted by it) under each Security Instrument to which it is a party, and agrees that each such Security Instrument will continue in full force and effect to secure the Secured Obligations as the same may be amended, supplemented, or otherwise modified from time to time, and (b) acknowledges, represents, warrants and agrees that the Liens and security interests granted by it pursuant to the Security Instruments are valid, enforceable and subsisting and create a security interest to secure the Secured Obligations.

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Section 10. **Reaffirmation of the Guaranty.** Each Guarantor hereby ratifies, confirms, acknowledges and agrees that its obligations under the Guaranty are in full force and effect and that such Guarantor continues to unconditionally and irrevocably guarantee the full and punctual payment, when due, whether at stated maturity or earlier by acceleration or otherwise, all of the Guaranteed Obligations (as defined in the Guaranty), as such Guaranteed Obligations may have been amended by this Agreement, and its execution and delivery of this Agreement does not indicate or establish an approval or consent requirement by such Guarantor under the Guaranty, in connection with the execution and delivery of amendments, consents or waivers to the Credit Agreement or any of the other Loan Documents.

Section 11. **Counterparts.** This Agreement may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by e-mail "PDF" copy shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement.

Section 13. **Invalidity.** In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect under any applicable Legal Requirement, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not be affected or impaired thereby.

Section 14. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without reference to any other conflicts or choice of law principles thereof.

Section 15. **Entire Agreement.** **THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

**[SIGNATURES BEGIN ON NEXT PAGE]**

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

BORROWER:

**PENN VIRGINIA HOLDING CORP.**

By: /s/ Steven A. Hartman  
Name: Steven A. Hartman  
Title: Senior Vice President, Chief Financial  
Officer and Treasurer

HOLDINGS:

**PENN VIRGINIA CORPORATION**

By: /s/ Steven A. Hartman  
Name: Steven A. Hartman  
Title: Senior Vice President, Chief Financial  
Officer and Treasurer

GUARANTORS:

**PENN VIRGINIA OIL & GAS CORPORATION  
PENN VIRGINIA OIL & GAS GP LLC  
PENN VIRGINIA OIL & GAS LP LLC  
PENN VIRGINIA MC CORPORATION  
PENN VIRGINIA MC ENERGY L.L.C.  
PENN VIRGINIA MC GATHERING COMPANY  
L.L.C.  
PENN VIRGINIA MC OPERATING  
COMPANY L.L.C.  
PENN VIRGINIA RESOURCE HOLDINGS  
CORP.**

Each By: /s/ Steven A. Hartman  
Name: Steven A. Hartman  
Title: Senior Vice President, Chief Financial  
Officer and Treasurer

**PENN VIRGINIA OIL & GAS, L.P.**

By: Penn Virginia Oil & Gas GP LLC, its general  
partner

By: /s/ Steven A. Hartman  
Name: Steven A. Hartman  
Title: Senior Vice President, Chief Financial  
Officer and Treasurer

Signature Page to Master Assignment, Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent, Issuing  
Lender, and a Lender

By: /s/ Paul Squires

Paul Squires, Managing Director

Signature Page to Master Assignment, Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**ROYAL BANK OF CANADA**, as a Lender

By: /s/ Don J. McKinnerney

Name: Don J. McKinnerney

Title: Authorized Signatory

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**SUNTRUST BANK**, as a Lender

By: /s/ Nina Johnson

Name: Nina Johnson

Title: Director

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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**LENDER:**

**CITIBANK, N.A.**, as a New Lender

By: /s/ William B. McNeely

Name: William B. McNeely

Title: Senior Vice President

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**BRANCH BANKING AND TRUST COMPANY**, as  
a Lender

By: /s/ Greg Krablin

Name: Greg Krablin

Title: Vice President

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**CAPITAL ONE, NATIONAL ASSOCIATION**, as a  
Lender

By: /s/ Kristen N. Oswald

Name: Kristen N. Oswald

Title: Vice President

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**BANK OF AMERICA, N.A.**, as a Lender

By: /s/ Victor F. Cruz

Name: Victor F. Cruz

Title: Vice President

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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**LENDER:**

**SOCIÉTÉ GÉNÉRALE**, as a Lender

By: /s/ Max Sonnonstine

Name: Max Sonnonstine

Title: Director

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**COMERICA BANK**, as a Lender

By: /s/ Barry Carroll

Name: Barry Carroll

Title: V.P.

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**THE HUNTINGTON NATIONAL BANK**, as a  
Lender

By: /s/ Stephen Hoffman

Name: Stephen Hoffman

Title: Managing Director

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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**LENDER:**

**SANTANDER BANK, N.A.**, as a Lender

By: /s/ David O'Driscoll

Name: David O'Driscoll

Title: Senior Vice President

By: /s/ Mark Connelly

Name: Mark Connelly

Title: Senior Vice President

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**THE BANK OF NOVA SCOTIA**, as an Assignor

By: /s/ Alan Dawson

Name: Alan Dawson

Title: Director

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**BARCLAYS BANK PLC**, as an Assignor

By: /s/ Vanessa Kurbatskiy

Name: Vanessa Kurbatskiy

Title: Vice President

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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LENDER:

**BANC OF AMERICA CREDIT PRODUCTS,  
INC., as an Assignor**

By: /s/ Bryan Dodgins

Name: Bryan Dodgins

Title: Officer

Signature Page to Agreement and Amendment No. 2 to Credit Agreement  
(Penn Virginia Holdng Corp.)

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**SCHEDULE II**

**NOTICE INFORMATION AND COMMITMENTS**

Each of the commitments to lend set forth herein is governed by the terms of the Credit Agreement which provides for, among other things, borrowing base limitations which may restrict the Borrower's ability to request (and the Lenders' obligation to provide) Credit Extensions to a maximum amount which is less than the commitments set forth in this Schedule II.

**Administrative Agent/Issuing Lender:**

Wells Fargo Bank, National Association  
1525 West W.T. Harris Blvd  
Mail Code D1109-019  
Charlotte, North Carolina 28262  
Attn: Syndication Agency Services  
Telephone: (704) 590-2706  
Telecopy: (704) 590-2790

**with a copy to:**

Wells Fargo Bank, National Association  
1000 Louisiana Street, 9th Floor  
MAC T0002-090  
Houston, TX 77002  
Attention: Paul Squires  
Telephone: (713) 319-1314  
Electronic Mail: [paul.a.squires@wellsfargo.com](mailto:paul.a.squires@wellsfargo.com)

**Borrower:**

at c/o Penn Virginia Corporation  
14701 St. Mary's Lane, Suite 275  
Houston, Texas 77079  
Attn: Steven A. Hartman  
713-722-6529  
[Steve.hartman@pennvirginia.com](mailto:Steve.hartman@pennvirginia.com)

*[continued]*

Schedule II  
Page 1 of 2

<b>Lender</b>	<b>Maximum Credit Amounts</b>	<b>Pro Rata Share</b>	<b>**Pro Rata Share of the Borrowing Base as of the Amendment No. 2 Effective Date</b>
Wells Fargo Bank, National Association	\$ 25,000,000	12.500000000%	\$ 25,000,000
Royal Bank of Canada	\$ 25,000,000	12.500000000%	\$ 25,000,000
SunTrust Bank	\$ 25,000,000	12.500000000%	\$ 25,000,000
Citibank, N.A.	\$ 25,000,000	12.500000000%	\$ 25,000,000
Branch Banking and Trust Company	\$ 20,000,000	10.000000000%	\$ 20,000,000
Capital One, National Association	\$ 20,000,000	10.000000000%	\$ 20,000,000
Bank of America, N.A.	\$ 17,000,000	8.500000000%	\$ 17,000,000
Société Générale	\$ 12,200,000	6.100000000%	\$ 12,200,000
Comerica Bank	\$ 12,200,000	6.100000000%	\$ 12,200,000
The Huntington National Bank	\$ 12,200,000	6.100000000%	\$ 12,200,000
Santander Bank, N.A.	\$ 6,400,000	3.200000000%	\$ 6,400,000
The Bank of Nova Scotia***	\$ 0	0%	\$ 0
Barclays Bank PLC***	\$ 0	0%	\$ 0
Banc of America Credit Products, Inc.***	\$ 0	0%	\$ 0
<b>Total:</b>	<b>\$200,000,000.00</b>	<b>100.000000000%</b>	<b>\$ 200,000,000.00</b>

\*\* Borrowing Base is subject to redetermination pursuant to the terms of the Credit Agreement, as amended.

\*\*\* The Bank of Nova Scotia, Barclays Bank PLC, and Banc of America Credit Products, Inc. cease to be a Lender effective as of the Amendment No. 2 Effective Date