

CASTANOli
COR L LEASE -3

SUBLEASE

PVOC → GOLDEN LEAF

2/24/2003



PENN VIRGINIA OPERATING CO., LLC

JAMES L. CORSARO
Vice President
West Virginia Operations

March 7, 2003

Ms. Eleanor Jane Henkle, Trustee
A. F. Castanoli, Sr., Trust
1424 15th Street
Huntington, WV 25701

Dear Eleanor:

Thank you for signing and returning the Consent to Sublease. I feel confident this will work out to everybody's benefit.

Enclosed is an executed copy for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim", written over the printed name "James L. Corsaro".

James L. Corsaro

CONSENT TO SUBLEASE
[Castanoli Lease]

THIS CONSENT TO SUBLEASE (“Consent”) by the **A.F. Castanoli Sr. Trust** (“Lessor(AFC)”) under that certain Lease Agreement dated January 14, 2001 (the “Lease”), by and among Lessor(AFC) and **PENN VIRGINIA OPERATING CO., LLC**, a Delaware limited liability company, successor-in-interest to Fork Creek Mining Company (“Lessee(PVOC)”).

WITNESSETH

WHEREAS, Lessor(AFC) entered into the Lease with Fork Creek Mining Company as the original lessee, granting Fork Creek various rights to mine coal from the leased premises;

WHEREAS, by that certain Consent dated May 18, 2001, Lessor(AFC) consented to the assignment of the Lease by Fork Creek Mining Company to Penn Virginia Coal Company, and the sublease of the leased premises covered under the Lease to Pen Land Company;

WHEREAS, Penn Virginia Coal Company merged into Lessee(PVOC) effective September 14, 2001; and

WHEREAS, the Sublease between Lessee(PVOC) and Pen Land Company has been terminated; and

WHEREAS, Lessee(PVOC) now desires to sublease the leased premises under the Lease to Golden Leaf Mining Company, LLC, a West Virginia limited liability company (“Golden Leaf”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor(AFC) and Lessee(PVOC) do hereby agree as follows:

1. Pursuant to Paragraph 16 of the Lease, Lessor(AFC) consents to the sublease of the leased premises under the Lease by Lessee(PVOC) to Golden Leaf;
2. Lessee(PVOC) shall remain obligated to Lessor(AFC) for the performance of all terms and conditions under the Lease.
3. The consent by Lessor(AFC) to the sublease of the leased premises under the Lease by Lessee(PVOC) to Golden Leaf shall not constitute the consent of Lessor(AFC) to any further sublease or other transfer of the Lease.

IN WITNESS WHEREOF, Lessor(AFC) and Lessee(PVOC) have executed this Consent effective as of February __, 2003.

LESSOR(AFC):

A.F. Castanoli Sr. Trust

By: Eleanor Jane Castanoli-Henkle
Eleanor Jane Castanoli-Henkle
Its Trustee

LESSEE(PVOC):

PENN VIRGINIA OPERATING CO., LLC

By: James L. Corsaro
James L. Corsaro
Its Vice President

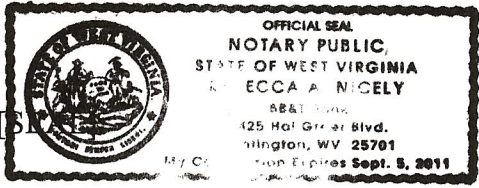
STATE OF WV,

COUNTY OF Cabell, to-wit:

The foregoing instrument was acknowledged before me this 24 day of February, 2003, by Eleanor Jane Castanoli-Henkle, the Trustee of A.F. Castanoli Sr. Trust, on behalf of the trust.

My commission expires: Sept 5, 2011

Rebecca A. Nicely
Notary Public



STATE OF West Virginia,

COUNTY OF Kanawha, to-wit:

The foregoing instrument was acknowledged before me this 7th day of ~~February~~ March, 2003, by James L. Corsaro, the Vice President of Penn Virginia Operating Co., LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: August 28, 2011

Elizabeth A. Cottrell
Notary Public

