

CASTANOLO; COAL LEASE - 5

SUB-SUB LEASE

PVOC → COAL/RIVER ENERGY
+
ROBIN LAND (PATRIOT
COAL)

OCT 30, 2010

WHEEL/AGE AGMT

CONSENT TO SUB-SUBLEASE
[Castanoli Leased Premises]

THIS CONSENT TO SUB-SUBLEASE ("Consent") by the **A.F. Castanoli Sr. Trust** ("Lessor(AFC)") under that certain Lease Agreement dated January 14, 2000 (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)"), **COAL RIVER ENERGY, LLC**, a West Virginia limited liability company ("Coal River"), and **ROBIN LAND COMPANY, LLC**, a Delaware limited liability company ("Robin Land").

W I T N E S S E T H

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 (the "Lease");

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), with the consent of Lessor(AFC) subleased the leased premises under the Lease (the "AFC Premises") to Coal River, pursuant to that certain Sublease dated May 20, 2003, by and between Lessee(PVOC) and Coal River (the "Sublease"); and

WHEREAS, Coal River now desires to further sublease a portion of the AFC Premises containing 89 acres, more or less, to Robin Land as further shown upon Exhibit B to the Sub-Sublease, (the "AFC-Robin Premises"); and

WHEREAS, Lessee(PVOC) now desires to obtain the consent of Lessor(AFC) for Lessee(PVOC) to consent to a sub-sublease of the AFC-Robin Premises by Coal River to Robin Land.

WHEREAS, Coal River now desires to obtain the consent of Lessee(PVOC) for Coal River to sub-sublease the AFC-Robin Premises to Robin Land.

WHEREAS, Robin Land now desires to sub-sublease the AFC-Robin Premises from Coal River (the "Sub-Sublease").

WHEREAS, Coal River agrees to pay to Lessor(AFC) a wheelage fee in exchange for the consent granted herein below with respect to the use of the AFC Premises made by Coal River.

WHEREAS, Robin Land agrees to pay to Lessor(AFC) a wheelage fee in exchange for the consent granted herein below with respect to the use of the AFC-Robin Premises made by Robin Land.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor(AFC), Lessee(PVOC), Coal River, and Robin Land (collectively, the "parties") do hereby agree as follows:

1. Pursuant to Paragraph 16 of the Lease, Lessor(AFC) consents to the Lessee(PVOC) giving its consent to the Sub-Sublease by and between Coal River and Robin Land with respect to the Coalburg Seam, all seams of coal above the Coalburg seam and the joint use of the surface in and underlying the AFC-Robin Premises.

2. Robin Land hereby agrees to pay to Lessor(AFC) a wheelage fee for each ton of foreign coal transported by Robin Land or its affiliates across the surface of the AFC-Robin Premises and shipped and sold by Robin Land or its affiliates ("Castanoli- Robin Wheelage Fee"). The Castanoli-Robin Wheelage Fee shall be paid by Robin Land in an amount equal Ten Cents (\$0.10) per ton, or, one

quarter of one percent (0.25%) of the gross sales price per ton received by Robin Land or its affiliates, whichever is greater, for each ton of foreign coal transported across the surface of the AFC-Robin Premises by Robin Land or its affiliates and subsequently shipped and sold by Robin Land or its affiliates. For purposes of determining the Castanoli-Robin Wheelage Fee, the gross selling price of the coal shall be determined upon the same basis and using the same methodology for determining the gross selling price for coal mined from the AFC Premises as set forth in the Lease. The Castanoli-Robin Wheelage Fee payable by Robin Land shall be paid directly to Lessor(AFC) by Robin Land on the twentieth (20th) day of the month for each ton of foreign coal transported across the AFC-Robin Premises by Robin Land or its affiliates and shipped and sold by Robin Land or its affiliates in the preceding month. For the purposes of determining the Castanoli-Robin Wheelage Fee, "foreign coal" is all coal mined by Robin Land or its affiliates from lands other than the AFC Premises.

3. Coal River Land hereby agrees to pay to Lessor(AFC) a wheelage fee for each ton of foreign coal transported by Coal River across the surface of the AFC Premises and shipped and sold by Coal River or its affiliates ("Castanoli-Coal River Wheelage Fee"). The Castanoli-Coal River Wheelage Fee shall be paid by Coal River in an amount equal Ten Cents (\$0.10) per ton, or, one quarter of one percent (0.25%) of the gross sales price per ton received by Coal River or its affiliates, whichever is greater, for each ton of foreign coal transported across the surface of the AFC Premises by Coal River or its affiliates and subsequently shipped and sold by Coal River or its affiliates. For purposes of determining the Castanoli-Coal River Wheelage Fee, the gross selling price of the coal shall be determined upon the same basis and using the same methodology for determining the gross selling price for coal mined from the AFC Premises as set forth in the Lease. The Castanoli-Coal River Wheelage Fee payable by Coal River shall be paid directly to Lessor(AFC) by Coal River on the twentieth (20th) day of the month for each ton of foreign coal transported across the AFC Premises by Robin Land or its affiliates and shipped and sold by Robin Land or its affiliates in the preceding month. For the purposes of determining the Castanoli-Coal River Wheelage Fee, "foreign coal" is all coal mined by Coal River or its

affiliates from lands other than the AFC Premises.

4. Lessee(PVOC) shall remain obligated to Lessor(AFC) for the performance of all terms and conditions under the Lease. Furthermore, this Consent does not alter, amend, or otherwise change the terms of the Lease, unless explicitly provided for herein.

5. This consent by Lessor(AFC) to the further sub-sublease of a portion of the Castanoli Premises by Coal River shall not constitute the consent of Lessor(AFC) to any further sublease or other transfer of the Lease or the Sublease by Lessor(AFC) or Coal River.

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IN WITNESS WHEREOF, Lessor(AFC), Lessee(PVOC), Coal River, and Robin Land have executed this Consent effective as of October 30, 2010.

LESSOR(AFC):

A.F. Castanoli Sr. Trust

By: 
(Print name) William R. Hentle
Its: Trustee


LESSEE(PVOC):

PENN VIRGINIA OPERATING CO., LLC

By: 
James L. Corsaro
Its: Vice President

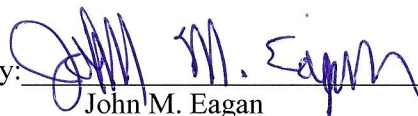
Coal River:

COAL RIVER ENERGY, LLC

By: 
James O. Bunn, II
Its: Managing Member

Robin Land:

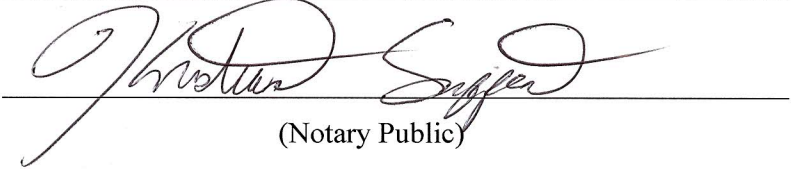
ROBIN LAND, LLC

By: 
John M. Eagan
Its: Vice President

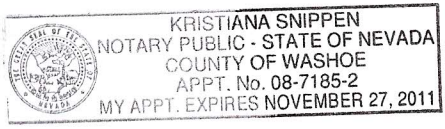
State of Nevada.
County of Washoe, to-wit:

The foregoing instrument was acknowledged before me this the 5 day of Nov, 2010, by William R Henke, the Trustee of the A. F. Castanoli Sr. Trust, on behalf of said trust.

My commission expires: Nov 27 2011


(Notary Public)

[Notary Seal]

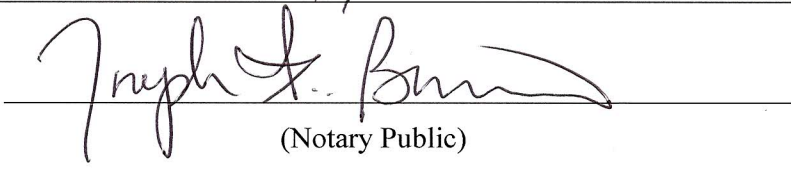


State of West Virginia.
County of Kanawha, to-wit:

The foregoing instrument was acknowledged before me this the 14th day of Nov., 2010, 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: October 7, 2020


(Notary Public)

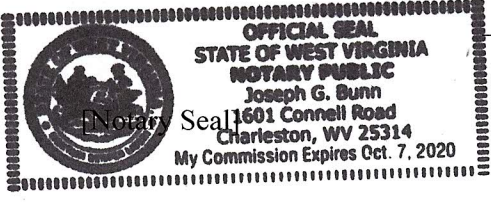
[Notary Seal]

State of West Virginia.
County of Kanawha, to-wit:

The foregoing instrument was acknowledged before me this the 7th day of Nov., 2010, by James O. Bunn, II, managing member of Coal River Energy, LLC, a West Virginia limited liability company, on behalf of the limited liability company.

My commission expires: October 7, 2020

Joseph G. Bunn
(Notary Public)

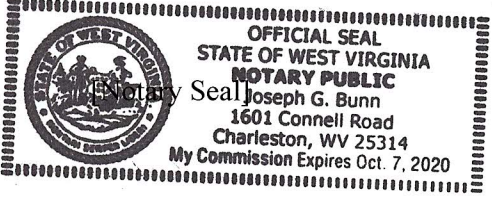


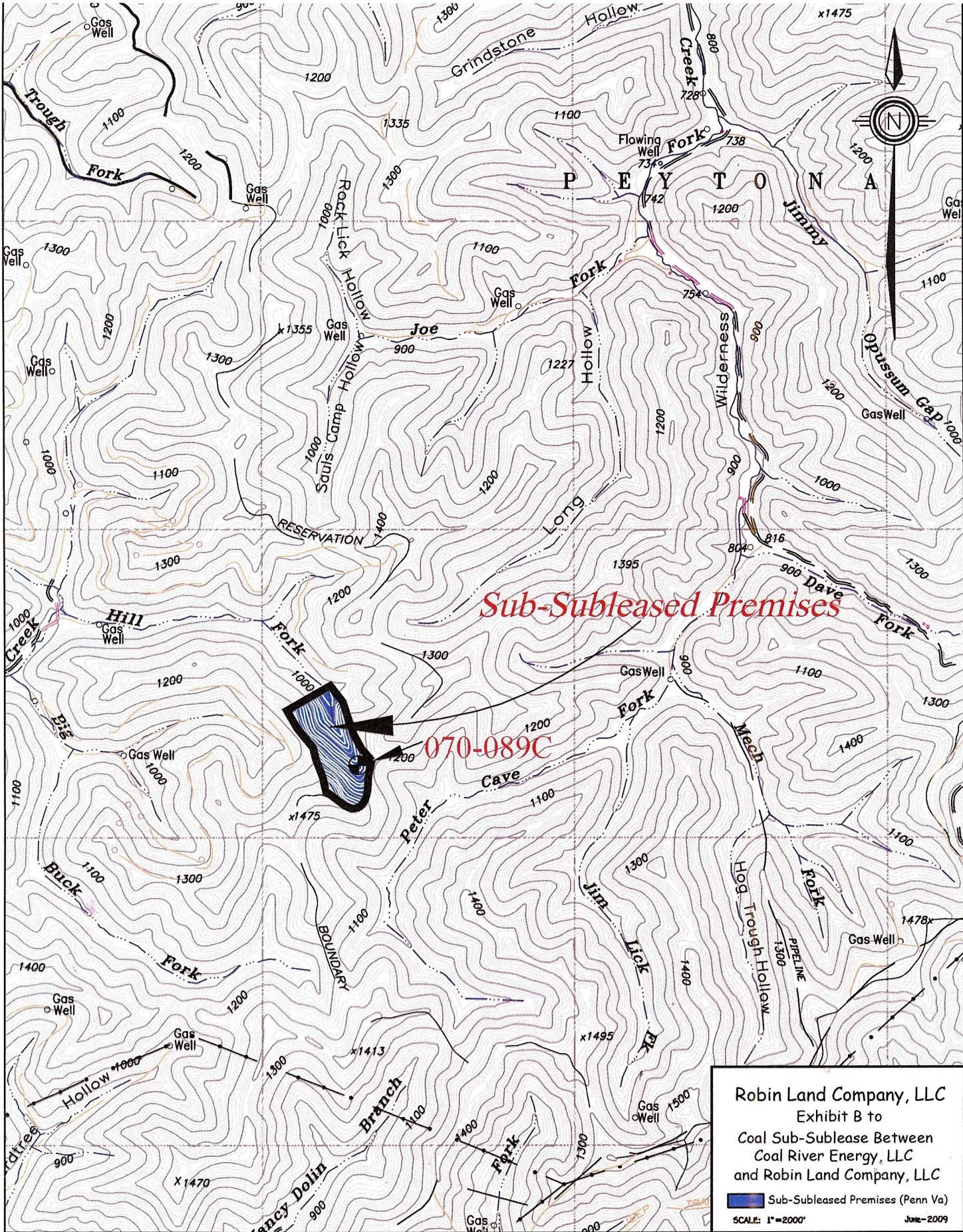
State of West Virginia.
County of Kanawha, to-wit:

The foregoing instrument was acknowledged before me this the 16th day of Nov., 2010, by John Egan of Robin Land, LLC, a Delaware limited liability company, on behalf of the limited liability company.

My commission expires: October 7, 2020

Joseph G. Bunn
(Notary Public)





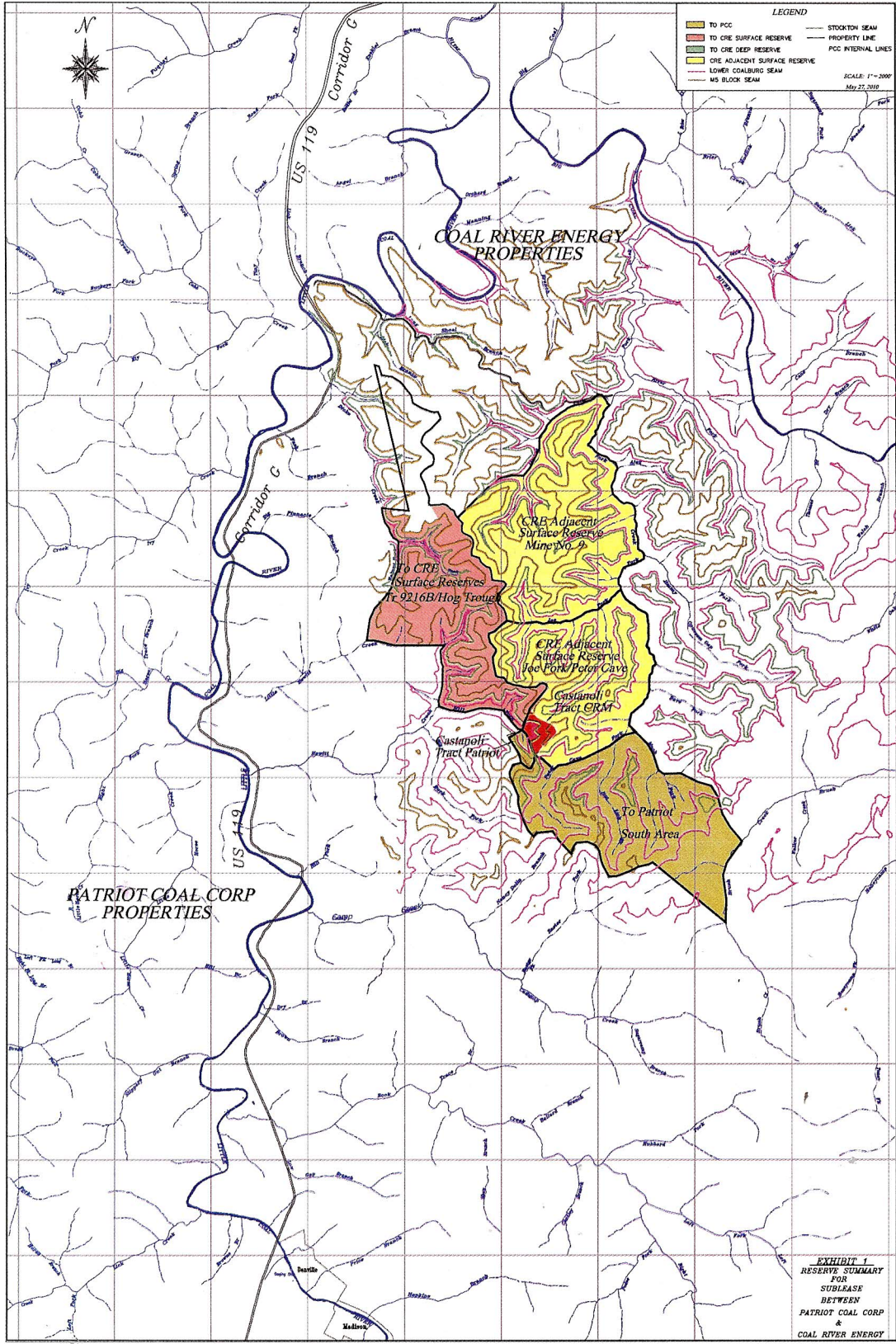


EXHIBIT 1
RESERVE SUMMARY
FOR
SUBLEASE
BETWEEN
PATRIOT COAL CORP
&
COAL RIVER ENERGY