SIXTH AMENDING AGREEMENT

THIS AGREEMENT made as of December 10, 2018.

AMONG:

SPROTT RESOURCE LENDING CORP.

(herein, in its capacity as administrative agent of the Lenders, called the "**Administrative Agent**")

SPROTT RESOURCE LENDING CORP.

(herein called the "**Original Lender**")

WILSON CREEK HOLDINGS, INC.

(herein called the "**Borrower**")

WHEREAS the Original Lender has established a certain term credit facility in favour of Corsa Coal Corp. pursuant to a credit agreement dated August 19, 2014 entered into among the Administrative Agent, the Original Lender and Corsa Coal Corp., as initial borrower (which rights and obligations as borrower have been respectively assigned to and assumed by the Borrower pursuant to an assignment and assumption agreement dated August 19, 2014) (as amended by a first amending agreement made as of October 20, 2015, by a second amending agreement as of March 21, 2016, by a third amending agreement as of December 30, 2016, by a fourth amending agreement as of April 20, 2017 and by a fifth amending agreement as of June 18, 2018, collectively, the "**Credit Agreement**");

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Capitalized Terms. All capitalized terms which are used herein without being specifically defined herein shall have the meaning ascribed thereto in the Credit Agreement as amended hereby.

ARTICLE 2
AMENDMENTS

2.1 General Rule. Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this agreement into the Credit Agreement.

2.2 Defined Term – Amendment Fee. A new definition of "**Amendment Fee**" is inserted in subsection 1.1 of the Credit Agreement in alphabetical order as follows:

""**Amendment Fee**" has the meaning given to such term in Section 2.13."

2.3 Defined Term – Condemnation Claim Proceeds. A new definition of "**A Seam Condemnation Claim Proceeds**" is inserted in subsection 1.1 of the Credit Agreement in alphabetical order as follows:

> ""**A Seam Condemnation Claim Proceeds**" means the net proceeds received, if any, by any Credit Party as a result of the Petition filed by PBS Inc. with the Court of Common Pleas of Somerset County, Pennsylvania in December 2014 in connection with Pennsylvania Department of Transportation's construction of State Route 219 over coal estates leased by PBS Inc., after deducting (a) any expenses which are incurred by such Credit Party with respect to the Petition, to a Person, who is not a Credit Party (including legal fees), and (b) all Taxes payable by such Credit Party in cash in respect of the Financial Year in which such proceeds were received attributable to such proceeds."

2.4 Defined Term – ""Current Assets" and "Current Liabilities"". The definition of ""**Current Assets**" **and** "**Current Liabilities**"" in Section 1.1 of the Credit Agreement is hereby amended by replacing "." at the end of the definition with the following:

"; provided that Currently Liabilities shall not include the then current portion of any amount payable under this Facility, to the extent such amount would be considered a current liability in accordance with GAAP."

2.5 Defined Term – Repayment Date. The definition of "**Repayment Date**" in Section 1.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

> ""**Repayment Date**" means August 19, 2020 (or, if such day is not a Business Day, the immediately preceding Business Day), as such date may be extended by mutual agreement of the Borrower and the Lenders, in writing."

2.6 Reduction of Commitments. Section 2.4(2) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

> "(2) The Borrower shall repay (subject to Section 7.1): (i) on or prior to March 31, 2019, the lesser of (x) \$3,000,000, and (y) the amount of all of the Outstandings, together with all accrued interest and Fees and all other amounts payable in connection with the Facility, (ii) on or prior to August 30, 2019, the

lesser of (x) $3,000,000 million, and (y) the amount of all of the Outstandings, together with all accrued interest and Fees and all other amounts payable in connection with the Facility, (iii) on the last day of every month commencing on September 30, 2019 and ending on July 31, 2020 (or, if such day is not a Business Day, the immediately preceding Business Day), the lesser of (x) $1,000,000, and (y) the amount of all of the Outstandings, together with all accrued interest and Fees and all other amounts payable in connection with the Facility, and (iii) on the Repayment Date, the amount of all of the Outstandings, together with all accrued interest and Fees and all other amounts payable in connection with the Facility."

2.7 **Mandatory Repayment – Condemnation Claim**. Section 2.5(1) of the Credit Agreement is hereby amended by adding the following subsection 2.5(1)(f):

"(f) within five (5) Business Days of receipt of A Seam Condemnation Claim Proceeds, if any, (i) if the A Seam Condemnation Claim Proceeds is greater than $4,000,000, the amount equal to $4,000,000, or (ii) if the A Seam Condemnation Claim Proceeds is equal to or less than $4,000,000, the amount equal to 50% * A Seam Condemnation Claim Proceeds;"

2.8 **Amendment Fee**. Article 2 of the Credit Agreement is hereby amended by adding the following section 2.13:

"**Section 2.13 Amendment Fee.**

On September 30, 2019, the Borrower shall pay to the Lenders a fee in an amount equal to two percent (2%) of the Outstandings to all the Lenders as at the payment date, payable in cash (the "**Amendment Fee**"). If the Outstandings to all the Lenders has been paid in its entirety prior to September 30, 2019 from Debt Financing Proceeds, then the Amendment Fee will be payable on the date such payment occurs."

ARTICLE 3
AMENDMENT FEE

3.1 **Amendment Fee.** Contemporaneously with the effectiveness of this agreement, the Borrower shall pay to the Agent for the rateable benefit of the Lenders an amendment fee (the "**2018 Amendment Fee**") in an amount equal to two percent (2%) of the Outstandings to all the Lenders as at such time. The 2018 Amendment Fee shall be payable in cash, is fully earned when due and is non-refundable.

ARTICLE 4
MISCELLANEOUS

4.1 **Conditions Precedent/Effectiveness.** The amendments contemplated by this agreement shall be effective upon (a) this agreement being duly executed and delivered by the parties thereto; (b) the Guarantors shall have delivered a confirmation of guarantee and security acceptable to the Administrative Agent; (c) payment of all reasonable accrued fees, costs and expenses (invoiced or estimated) payable to the Administrative Agent's Counsel in cash; and (d) payment to the Lenders of the 2018 Amendment Fee.

4.2 Future References to the Credit Agreement. On and after the date of this agreement, each reference in the Credit Agreement to "this agreement", "hereunder", "hereof", or words of like import referring to the Credit Agreement, and each reference in any related document to the "Credit Agreement", "thereunder", "thereof", or words of the like import relating to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. The Credit Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

4.3 Representations and Warranties. The Borrower hereby represents and warrants that no Default has occurred and is continuing as of the date hereof or would arise as a result of this agreement becoming effective.

4.4 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

4.5 Enurement. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

4.6 Conflict. If any provision of this agreement is inconsistent or conflicts with any provision of the Credit Agreement, the relevant provision of this agreement shall prevail and be paramount.

4.7 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement on the date first above written.

THE BORROWER

WILSON CREEK HOLDINGS, INC.

By: (signed) George Dethlefsen
Authorized Signing Officer

By: (signed) Kevin Harrigan
Authorized Signing Officer

THE LENDER

SPROTT RESOURCE LENDING CORP.

By: (signed) Narinder Nagra
Authorized Signing Officer

By: (signed) Jim Grosdanis
Authorized Signing Officer

THE ADMINISTRATIVE AGENT

SPROTT RESOURCE LENDING CORP.

By: (signed) Narinder Nagra
Authorized Signing Officer

By: (signed) Jim Grosdanis
Authorized Signing Officer