

AMENDMENT TO SALE OF GOODS AGREEMENT

THIS AMENDMENT TO SALE OF GOODS AGREEMENT (this "Amendment") dated October 27, 2015 among 9108-7189 Quebec Inc. (doing business as CDC Exports) (the "Purchaser"), Wabush Iron Co. Limited ("Wabush Iron") and Wabush Resources Inc. ("Wabush Resources") (Wabush Iron and Wabush Resources collectively, the "Sellers").

WHEREAS the Purchaser and the Sellers have entered into that certain Sale of Goods Agreement dated September 30, 2015 (the "Agreement");

AND WHEREAS the Purchaser and the Sellers intend, effective on the date hereof, to amend the Agreement by adjusting certain dates in respect of i) the release of the Deposit by the Monitor and ii) the conduct of Quality Testing by the Purchaser;

AND WHEREAS, each capitalized term used herein and defined in the Agreement, but not otherwise defined herein, shall have the meaning given to such term in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Amendments. The Agreement shall be amended as follows:
 - (a) The reference to "October 31, 2015" in subparagraph 2(b) is deleted and replaced by "November 30, 2015".
 - (b) The reference to "October 31, 2015" in subparagraph 2(c) is deleted and replaced by "November 30, 2015".
 - (c) The reference to "October 15, 2015" in paragraph 3 is deleted and replaced by "October 31, 2015".

2. References and Ratification. Any reference to the Agreement contained in any document or instrument executed in connection with the Agreement shall be deemed to be a reference to the Agreement as amended by this Amendment. Except as otherwise specifically provided herein, all terms and provisions of the Agreement are confirmed and ratified and shall remain in full force and effect and be unaffected hereby.

3. Governing Law. This Amendment shall be construed, performed and enforced in accordance with, and governed by, the laws of the province of Québec and the federal laws of Canada applicable therein.


4. Counterparts. This Amendment may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Amendment by any of the undersigned by facsimile or similar electronic means shall be as effective as delivery of a manually executed copy of this Amendment by such undersigned.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

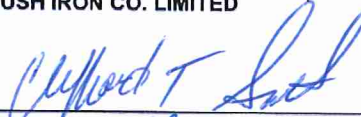
PURCHASER:

9108-7189 QUEBEC INC. (doing business as CDC Exports)

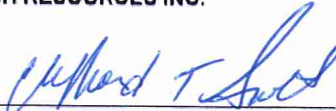
By: 
Name:
Title:

SELLERS:

WABUSH IRON CO. LIMITED

By: 
Name: Clifford Smith
Title: President

WABUSH RESOURCES INC.

By: 
Name: Clifford Smith
Title: President