DEALER AGREEMENT

for

<u>MEDIUM TERM NOTE DEBENTURES</u>

May 5, 2008

Finning International Inc.
Suite 1000, 666 Burrard Street
Vancouver, British Columbia
V6C 2X8

Dear Sirs and Mesdames:

We understand that Finning International Inc. (the "**Corporation**") proposes to issue and sell in all the provinces of Canada (the "**Jurisdictions**"), from time to time, unsecured medium term note (the "**Notes**") with maturities of not less than one year, as described in the short form base shelf prospectus of the Corporation May 5, 2008 in the English and French languages.

Subject to the terms and conditions contained in this Agreement, the Corporation hereby appoints, severally, RBC Dominion Securities Inc., Scotia Capital Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., National Bank Financial Inc. and TD Securities Inc. and such other investment dealer or dealers as the Corporation may from time to time designate (collectively, the "**Dealers**") as its agents to solicit, from time to time, offers to purchase Notes, such solicitations to be made directly and through other Canadian investment dealers approved in writing by the Corporation (together with the Dealers, referred to herein as the "**Selling Firms**") and in the Jurisdictions only, or, with respect to solicitation of offers to purchase Notes in the United States as permitted by this Agreement, through United States affiliates of the Dealers (if necessary to comply with United States law), and the Dealers hereby severally accept such appointment. Agency sales will be subject to acceptance by the Corporation of all offers to purchase Notes and to the requirements of any applicable Securities Laws (as defined below) or other laws.

a Dealer, either alone or together with one or more of the other Dealers, may from time to time purchase, as principal for resale to the public at prices to be negotiated with each purchaser, in the Jurisdictions only, Notes from the Corporation at prices and commissions, if any, as may from time to time be agreed upon between the Corporation and the Dealer or Dealers.

The Corporation may also offer the Notes, from time to time, directly to the public (including any investment dealer, whether or not a Selling Firm) at prices and upon terms agreed to by the Corporation and the purchaser of the Notes, provided that the Corporation may not so offer the Notes:

(a) on a date the Corporation requests the Dealers to solicit offers to purchase Notes; or

(b) commencing on the date on which a Dealer, either alone or together with one or more of the other Dealers, has agreed to purchase Notes as principal for resale, and ending, unless otherwise agreed with the Dealer or Dealers, on the date that is three business days after the date on which the Corporation has provided to such Dealer or Dealers commercial copies of the Pricing Supplement (as herein defined) relating to the sale of such Notes.

No commission shall be payable to the Dealers for sales made directly by the Corporation.

For each Note sold under this Agreement by one or more of the Dealers acting as agent or agents of the Corporation, the Corporation will pay to such Dealer, or to such Dealers collectively, a commission determined in accordance with Schedule A attached hereto or such other commission as the Corporation and the Dealer or Dealers may mutually determine from time to time.

TERMS AND CONDITIONS

1. **Definitions**

1.1. As used herein, unless the context otherwise requires:

(a) "**Agreement**" means this Dealer Agreement as amended from time to time;

(b) "**Dealers' Counsel**" means Lawson Lundell LLP or other legal counsel acceptable to the Dealers and the Corporation;

(c) "**distribution**" means "distribution" or "distribution to the public" as those terms are defined under applicable Securities Laws;

(d) "**material change**", "**material fact**" and "**misrepresentation**" have the meanings attributed to such terms under applicable Securities Laws;

(e) "**material**", when used in relation to the Corporation, means material in relation to the Corporation and its subsidiaries taken as a whole;

(f) "**NI 44-102**" means National Instrument 44-102;

(g) "**Pricing Supplement**" means a pricing supplement in the English or French language incorporated by reference into the Prospectus for purposes of distribution of the Notes, as contemplated by NI 44-102;

(h) "**Prospectus Amendment**" means an amendment to the Prospectus, in both the English and French languages unless the context indicates otherwise, and includes an amendment by way of a material change report as contemplated by NI 44-102;

(i) "**Prospectus Supplement**" means a supplement, in both the English and French languages, incorporated by reference into the Prospectus for purposes of distribution of the Notes, as contemplated by NI 44-102;

(j) "**Prospectus**" means the short form base shelf prospectus of the Corporation dated May 5, 2008 relating to the distribution of unsecured debt securities of the

Corporation in both the English and French languages, including the documents or information incorporated or deemed to be incorporated therein by reference;

(k) “**Securities Commissions**” means the securities commission or the securities regulatory authority in each of the Jurisdictions;

(l) “**Securities Laws**” means the securities acts or similar statutes of the Jurisdictions and all regulations, rules, policy statements, national instruments, notices and blanket orders or rulings thereunder;

(m) “**Supplemental Indenture**” means the second supplemental indenture dated September 23, 1998 to the Trust Indenture providing for the issue of the Notes; and

(n) “**Trust Indenture**” means the trust indenture dated as of March 22, 1994 between the Corporation and Montreal Trust Company of Canada (now Computershare Trust Company of Canada), as the same has been and may be amended or supplemented from time to time, providing for the issue of unsecured debentures of the Corporation.

2. **Terms of Notes**

2.1. The Notes shall, in all material respects, have the attributes and characteristics described in the Prospectus as amended or supplemented from time to time. Each Note will be in the form agreed to from time to time by the Corporation and the Dealers, or in a form determined by the Corporation where no Dealer is involved in the sale of an Note. Subject to the foregoing, all terms and conditions of each Note issued by the Corporation from time to time will be determined by the Corporation in its sole discretion. These terms and conditions shall include, without limitation, the maturities of the Notes (which shall not be less than one year), whether interest bearing or discounted, the fixed or floating interest rate, if any (and, in the case of a floating rate, the method of calculation of the floating rate), the interest payment dates, the issue price of the Notes (at par, at a premium or at a discount) and the denominations and currency (including composite currencies) of the Notes.

3. **Filing of Prospectus Documents**

3.1. The Corporation will as soon as possible fulfil and will continue to fulfil during the term of this Agreement, to the satisfaction of Dealers’ Counsel, acting reasonably, all legal requirements to be fulfilled by the Corporation (including, from time to time, any filings, proceedings and legal requirements set forth in NI 44-102) to enable the Notes to be continuously offered for sale and sold to the public in each of the Jurisdictions under NI 44-102 in compliance with applicable Securities Laws by or through investment dealers and brokers who comply with applicable Securities Laws.

4. **<u>Distribution of Notes</u>**

4.1. The Dealers shall, on such dates as the Corporation has notified the Dealers in accordance with the operating procedures set forth in Schedule B hereto that it requires funds, use their best efforts to solicit offers to purchase the Notes from, and sell the Notes to, members of the public in the Jurisdictions, directly and through other Selling Firms, only as permitted by and in compliance with applicable Securities Laws, upon the terms and conditions set forth in this Agreement and in the Prospectus (as amended and supplemented). In addition, with the prior written consent of the Corporation, the Dealers may solicit offers to purchase the Notes from residents of the United States of America, its territories and possessions pursuant to exemptions from the *United States Securities Act of 1933*. The Dealers will not solicit offers to purchase or sell the Notes so as to require registration thereof or the filing of a prospectus, registration statement or other notice or document under the laws of any jurisdiction other than the Jurisdictions, including, without limitation, the United States of America, and will require each other Selling Firm to agree with the Dealers not to so solicit or sell. For purposes of this section 4.1, the Dealers shall be entitled to assume that the Notes are qualified for distribution in all of the Jurisdictions.

4.2. The Dealers shall, as soon as practicable following a request for the same made by the Corporation to the Dealers, provide the Corporation with a comprehensive breakdown of the Notes distributed by the Dealers collectively, both through agency sales and principal sales (separately enumerated), in each of the Jurisdictions where a breakdown is required for the purpose of calculating fees payable by the Corporation to Securities Commissions.

5. **<u>No Trade Period</u>**

5.1. During the period of the distribution of the Notes, the Corporation shall not, during the time period (the "**No Trade Period**") in which the Corporation believes, in its reasonable judgment, that any change or fact described below (which change or fact has not been announced or which is the subject of the filing of a confidential material change report) is sufficiently imminent and probable that a reasonably prudent reporting issuer would not trade in its own securities, continue the distribution of the Notes until such No Trade Period ends through a change in circumstances or through a public announcement of such change or fact having been made.

5.2. The changes or facts referred to in section 5.1 are:

(a) any change (actual, anticipated, contemplated or threatened) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or ownership of the Corporation and its subsidiaries taken as a whole; or

(b) any change in any matter covered by a statement contained or incorporated by reference in the Prospectus as amended or supplemented immediately prior to such change;

(c) any fact that has arisen which would have been required to have been stated in the Prospectus had the fact arisen on, or prior to, the date of the Prospectus;

which change or fact in any case:

(d) is, or may be, of such a nature as to render the Prospectus, as amended or supplemented immediately prior to such change or fact, misleading or untrue in any material respect;

(e) would result in the Prospectus, as amended or supplemented immediately prior to such change or fact, containing a misrepresentation;

(f) would result in the Prospectus, as amended or supplemented immediately prior to such change or fact, not complying with the laws of any Jurisdiction; or

(g) would reasonably be expected to have a significant effect on the market price or value of the Notes.

5.3. The Corporation shall promptly comply with all applicable filing and other requirements under Securities Laws in the Jurisdictions arising as a result of a change described in section 5.2. In addition, if, during the period of the distribution of the Notes, there is any change in any applicable Securities Laws which results in a requirement to file a Prospectus Amendment, the Corporation shall, to the satisfaction of the Dealers' Counsel, acting reasonably, make any such filing as soon as possible.

6. **<u>Delivery of Documents</u>**

6.1. The Corporation shall cause to be delivered to the Dealers:

(a) on the date of this Agreement, the Prospectus in the English language as filed with the Securities Commissions, and as soon thereafter as practicable the Prospectus in the French language;

(b) on the date of this Agreement, all documents in the English language incorporated or containing information incorporated by reference into the Prospectus and not previously delivered to the Dealers, and as soon thereafter as practicable all such documents in the French language;

(c) on the date of this Agreement, such additional financial and statistical information (including confirmation, from each of the rating agencies covering the Corporation, of the rating of the Notes) as the Dealers may reasonably require;

(d) all documents in the English language incorporated or containing information incorporated by reference into the Prospectus and not previously delivered to the Dealers, and as soon thereafter as practicable all such documents in the French language;

(e) as soon as they are available, copies of any Prospectus Amendment, any Prospectus Supplement and any Pricing Supplement (but only if such Pricing Supplement relates to a sale of Notes by a Dealer or Dealers) as contemplated by NI 44-102, signed as required by the Securities Laws and acceptable in form and substance to the Dealers' Counsel, acting reasonably, including copies of any documents incorporated, or containing information incorporated, by reference therein and not previously delivered hereunder;

(f) at the time of the delivery to the Dealers pursuant to this section 6.1 of the Prospectus, any Prospectus Amendment, any Prospectus Supplement or any Pricing Supplement, in the French language, or in any such case as soon as practicable thereafter:

(i) an opinion of the Corporation's local counsel in the Province of Quebec, dated the date of the document and acceptable in form and substance to the Dealers' Counsel, acting reasonably, to the effect that, except for selected financial information, management's discussion and analysis, financial statements and supplementary data, notes to financial statements and auditors' reports (collectively, the "**Financial Information**") contained in or incorporated by reference in the document, each of the documents in the French language and any document or information in the French language incorporated by reference therein is in all material respects a reasonable translation of the document or information in the English language and that the two versions are not susceptible of any materially different interpretations with respect to any material matter; and

(ii) an opinion of the Corporation's auditors, dated the date of the document and acceptable in form and substance to the Dealers' Counsel, acting reasonably, to the effect that the Financial Information contained in the document in the French language is in all material respects a complete and proper translation of the Financial Information contained in the document in the English language;

(g) at the time of the delivery to the Dealers pursuant to this section 6.1 of the Prospectus, any Prospectus Amendment containing financial or accounting information or any Prospectus Supplement containing financial or accounting information and at the time of the filing of the Corporation's interim and annual financial statements, or in any such case as soon as practicable thereafter, a comfort letter from the Corporation's auditors, if requested by the Dealers, dated the date of the Prospectus, the Prospectus Amendment or the Prospectus Supplement or the date of filing of the financial statements, as the case may be, and acceptable in form and substance to the Dealers' Counsel, acting reasonably, with respect to certain financial and accounting information relating to the Corporation contained in the Prospectus, Prospectus Amendment, Prospectus Supplement or financial statements, as the case may be; such comfort letter shall be similar in scope to the comfort letter delivered by the Corporation's auditors in connection with the issue by the Corporation of common shares pursuant to the Corporation's PREP prospectus dated November 16, 2004; and

(h) as soon as they are available, such number of commercial copies of the Prospectus, any Prospectus Amendment, any Prospectus Supplement and any Pricing Supplement, including copies of any documents incorporated or containing information incorporated by reference therein, as the Dealers may reasonably require, without charge, in those cities that the Dealers may reasonably request.

6.2. In order to assist the Dealers in their monitoring, on an ongoing basis, of the affairs of the Corporation, the Corporation shall forthwith provide to the Dealers and Dealers' Counsel, upon request, copies of all publicly available documents, reports, statements or press releases filed during the period of distribution of the Notes with any securities commission or stock exchange in Canada other than those of a routine or confidential nature. The Corporation shall, upon becoming aware of any anticipated or actual change in the rating assigned to the Notes by either of Dominion Bond Rating Service Limited or Standard & Poor's, forthwith provide to the Dealers notice thereof.

7. **Representations and Warranties**

7.1. The Corporation's delivery to the Dealers of a Pricing Supplement shall constitute a representation and warranty by the Corporation to the Dealers that:

(a) each Note to which the Pricing Supplement relates will at its date of issue be duly and validly issued pursuant to the Supplemental Indenture and will constitute a legal, valid and binding obligation of the Corporation, enforceable in accordance with its terms, in each case subject to the qualifications that enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and equitable remedies, including specific performance and injunctive relief, are available only in the discretion of the applicable court;

(b) the Prospectus, each Prospectus Amendment, each Prospectus Supplement and the Pricing Supplement comply with the provisions of applicable Securities Laws;

(c) the Prospectus as amended or supplemented (except any information contained therein provided by or relating solely to the Dealers) constitutes full, true and plain disclosure of all material facts relating to the Notes;

(d) the Prospectus as amended or supplemented does not contain a misrepresentation; and

(e) except as has been publicly disclosed, there has been no material change in the affairs of the Corporation since the end of the period covered by the Corporation's last publicly available audited financial statements.

Such delivery shall also constitute the Corporation's consent to the use by the Selling Firms of such documents in connection with the distribution of the Notes in compliance with the provisions of this Agreement.

7.2. The Corporation represents and warrants to the Dealers (which shall be continuing representations and warranties until the Dealers shall have been notified to the contrary in writing) that:

(a) the Corporation's Annual Information Form dated February 19, 2008, audited annual consolidated financial statements for the year ended December 31, 2007 and management's discussion and analysis in respect thereof were, at their respective dates of issue or publication, true and correct in all material respects and were prepared in accordance with and complied in all material respects with the laws, regulations or rules applicable to each such document; and

(b) neither the execution and delivery of this Agreement nor the consummation of the transactions herein provided for or contemplated by the Prospectus will result in a breach of any of the terms, conditions or provisions of or will constitute a default under the constating documents of the Corporation or under any indenture, agreement or other instrument to which the Corporation is now a party or by which the Corporation shall be bound.

7.3. The Corporation represents and warrants to the Dealers that the Notes, if issued on the date hereof would qualify for investment under the provisions of the *Income Tax Act* (Canada) as stated under "Eligibility for Investment" in the Prospectus. The Corporation shall as soon as possible, upon request by a Dealer or Dealers' Counsel, provide such party with an opinion as to whether the Notes qualify for investment under such statute as of a date specified by the requesting party.

8. <u>Closing</u>

8.1. The Corporation will deliver, or cause to be delivered, to the Dealers and the Dealers' Counsel, on a date to be mutually agreed upon (the "**Closing Date**"), the following documents:

(a) a certificate dated the Closing Date signed on the Corporation's behalf by the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer or by such other officers of the Corporation as the Dealers may approve, certifying that:

(i) except as disclosed in or contemplated by the Prospectus or any Prospectus Amendment or Prospectus Supplement, there has been no material adverse change, financial or otherwise, to the Closing Date in the condition of the Corporation on a consolidated basis since the end of the last completed fiscal year of the Corporation for which financial statements have been reported on by the auditors of the Corporation and filed with the Securities Commissions;

(ii) except as disclosed in or contemplated by the Prospectus or any Prospectus Amendment or Prospectus Supplement, there have been no transactions of a nature material to the Corporation on a consolidated basis entered into by the Corporation or any of its subsidiaries, other than transactions in the ordinary course of business, since the end of the last completed fiscal year of the Corporation for which financial statements have been reported on by the auditors of the Corporation and filed with the Securities Commissions;

(iii) except as disclosed in or contemplated by the Prospectus or any Prospectus Amendment or Prospectus Supplement, no event of default under any agreement or instrument pursuant to which indebtedness of the Corporation or any of its subsidiaries (which indebtedness is material to the Corporation and its subsidiaries on a consolidated basis) has been issued, and no event which with the giving of notice or the passage of time, or both, would constitute an event of default under any such agreement or instrument, has occurred and is continuing; and

(iv) except as disclosed in or contemplated by the Prospectus or any Prospectus Amendment or Prospectus Supplement, there are no actions, suits or proceedings, whether on behalf of or against the Corporation or its subsidiaries pending or, to the knowledge of the Corporation and its subsidiaries, threatened against or affecting the Corporation or its subsidiaries at law or in equity, before or by any court or federal, provincial, municipal or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and which may in any way materially adversely affect the consolidated financial position of the Corporation so as to require public disclosure in accordance with applicable Securities Laws; and

(b) an opinion of the Corporation's counsel, in form and substance acceptable to Dealers' Counsel, acting reasonably.

The Dealers shall also be entitled to receive on the Closing Date an opinion of the Dealers' Counsel, in form and substance acceptable to the Dealers, acting reasonably.

9. **Indemnity**

9.1. In consideration for the Dealers accepting this Agreement, the Corporation will indemnify and save harmless the Dealers and each of their respective shareholders, affiliates, directors, officers, employees and Dealers (the "**Indemnified Parties**") against all losses (other than a loss of profits in connection with the sale of the Notes), claims, costs, damages or liabilities caused by or arising directly or indirectly by reason of:

(a) any breach of or default under any representations, warranty, covenant or agreement of the Corporation in this Agreement;

(b) any misrepresentation or alleged misrepresentation (except a misrepresentation or alleged misrepresentation relating solely to the Dealers) contained in the Prospectus, any Prospectus Amendment, any Prospectus Supplement or any Pricing Supplement or in any information incorporated by reference therein;

(c) the Corporation not complying with any requirement of applicable Securities Laws; and

(d) any order made, or any enquiry, investigation or proceeding commenced or threatened, by any Securities Commission or other competent authority, based upon any misrepresentation or alleged misrepresentation (except a misrepresentation or alleged misrepresentation relating solely to the Dealers) in the Prospectus, any Prospectus Amendment, any Prospectus Supplement or any Pricing Supplement or in any information incorporated by reference therein, which prevents, restricts or adversely affects trading or distribution in any Jurisdiction of the Notes.

9.2. If any matter or thing contemplated by section 9.1 is asserted against the Indemnified Parties, they will notify the Corporation as soon as possible of the nature of such claim and the Corporation will be entitled (but not required) to assume the defence of any suit brought to enforce such claim; provided, however, that the defence of any such suit assumed by the Corporation shall be conducted by legal counsel acceptable to the Indemnified Parties and that no settlement may be made by the Corporation or the Indemnified Parties without the prior written consent of the other. Each of the Indemnified Parties shall have the right to employ separate counsel in any such action and participate in the defence thereof but the fees and expenses of such counsel shall be at its expense unless:

(a) the employment thereof has been specifically authorized by the Corporation in writing;

(b) the Corporation has failed within a reasonable time after receipt of such written notice to assume the defence of such action on behalf of each Indemnified Party and employ counsel therefor; or

(c) there are defences available to such Indemnified Party which are required to be advanced by separate counsel because of a conflict of interest or similar cause.

9.3. The Corporation will not make any claim for, and hereby irrevocably waives any right by statute or common law to, contribution against the Indemnified Parties in the event of any action brought against the Corporation as a result of any misrepresentation or alleged misrepresentation referred to in section 9.1 other than a misrepresentation or alleged misrepresentation relating solely to the Dealers.

9.4. The Corporation hereby constitutes each of the Dealers as trustees of the covenants of the Corporation under section 9.1 to 9.3 with respect to each of the Indemnified Parties who are not Parties to this Agreement and the Dealers agree to accept such trusts and to hold the benefit of and enforce performance of such covenants on behalf of each of the Indemnified Parties.

10. **<u>Operating Procedures</u>**

10.1. The Corporation and the Dealers shall follow the operating procedures set forth in Schedule B hereto in respect of settlement matters and the timing of payment of commissions in connection with the sale of Notes by or through the Dealers.

10.2. The Corporation shall allow the Dealers and the Dealers' Counsel to carry out the due diligence contemplated by Schedule C hereto and as the Dealers may otherwise from time to time require, acting reasonably. The Corporation shall promptly give the Dealers and Dealers' Counsel.

(a) copies of all documents referred to in Schedule C when specified therein; and

(b) reasonable notice of the meetings contemplated by Schedule C.

10.3. If any Dealer is not satisfied with the content of any document filed by the Corporation in connection with the distribution of the Notes or if any Dealer gives notice to the Corporation that, in that Dealer's judgment, a Prospectus Amendment or material change report is required under Securities Laws to be filed by the Corporation and the Corporation is not prepared to file such Prospectus Amendment or material change report, or if the Corporation or any Dealer determines in its sole discretion that it does not wish to continue the agency arrangement specified herein (in the case of the Corporation in respect of one or more of the Dealers), the Corporation or that Dealer shall be entitled to terminate its rights and obligations under this Agreement upon delivery of notice to that effect, in which event there shall be no liability on the part of that Dealer to the Corporation or on the part of the Corporation to that Dealer, except in respect of liability, if any, which may arise on the part of the Corporation under the provisions of sections 9 and 14 hereof. Upon such termination the Corporation and the remaining Dealers shall promptly file:

(a) a Prospectus Amendment or Prospectus Supplement satisfactory to Dealers' Counsel indicating that the Dealer or Dealers have ceased to be a Dealer or Dealers under the Prospectus and containing a new prospectus certificate page signed by the remaining Dealers; and

(b) any other document required under Securities Laws.

10.4. The Corporation may if any Dealer shall terminate its rights and obligations under this Agreement, or if the Corporation shall terminate any Dealer under this Agreement and in either such case the Corporation wishes to replace such Dealer, or if the Corporation wishes to add any additional Dealers hereunder, then in any such case the Corporation may add any person as a Dealer hereunder, and such person upon entering into an agreement with the Dealers or remaining Dealers, as the case may be, and the Corporation, agreeing to be bound by the terms of this Agreement in form satisfactory to the Corporation and the Dealers' Counsel, that person shall be a Dealer hereunder for all purposes as a Dealer, from the date of execution of that agreement. Upon such appointment and execution the Corporation and the Dealers shall promptly file:

(a) a Prospectus Amendment or Prospectus Supplement satisfactory to Dealers' Counsel, acting reasonably, indicating that such Dealer or Dealers have become a Dealer or Dealers under the Prospectus and containing a new prospectus certificate page signed by all of the then Dealers, and

(b) any other document required under applicable securities laws.

10.5. If the Corporation shall sell any Notes through a person not a Dealer (the "**Non-Dealer**") pursuant to a separate selling agency agreement with that Non-Dealer, the Corporation hereby confirms that the Dealers shall not be obligated with respect to such Note and shall not be or be deemed to be a party to or a Dealer with respect to such Notes unless otherwise agreed to pursuant to that agreement. The Corporation shall promptly file a Prospectus Amendment or Prospectus Supplement with respect to such Distribution by a Non-Dealer containing a prospectus certificate page signed by the Non-Dealer with respect to that particular Distribution and shall upon request provided such Prospectus Amendment or Prospectus Supplement to the Dealers and Dealer's Counsel.

11. **Termination**

11.1. The term of the Dealers' appointment as Dealers under this Agreement shall expire on the date that is 25 months from the date hereof, unless terminated earlier pursuant to the provisions of section 10.3 hereof.

12. **Several Obligations**

12.1. The Corporation agrees that the obligations of the Dealers hereunder are several and not joint or joint and several.

13. **Notices**

13.1. Any notice or other communication to be given hereunder shall, in the case of notice to the Corporation, be addressed to Attention: Corporate Secretary at the Corporation's address on page one hereof (facsimile no. (604) 331-4887) and, in the case of notice to the Dealers, be addressed as follows: RBC Dominion Securities Inc., 2nd Floor, North Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario (Attention: Tushar Kittur), (Telecopier: 416.842.6474); Scotia Capital Inc., 68th Floor, Scotia Plaza, 40 King Street West, Toronto, Ontario, M5H 3Y2, (Attention: John Tkach), (Telecopier: (416) 863-7527); BMO Nesbitt Burns Inc., 1800 - 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8, (Attention: Graeme N. Falkowsky), (Telecopier: (604) 443-1408); CIBC World Markets Inc., Brookfield Place, 161 Bay Street, 5th Floor, Toronto, Ontario M4J 2S8 (Attention: Darrell J. Burt), (Telecopier: (416) 594-7760); National Bank Financial Inc., 3300 - 666 Burrard Street, Vancouver, British Columbia, V6C 2X8, (Attention: Daniel L. Nocente), (Telecopier: (604) 682-2132); and TD Securities Inc., 1700 – 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B6, (Attention: Ted McGurk), (Telecopier: (604) 654-3671); with a copy in each case to Lawson Lundell LLP, 1600 - 925 West Georgia Street, Vancouver, British Columbia, V6C 3L2 (Attention: Gordon R. Chambers) (Telecopier: (604) 669-1620).

13.2. Any notice or other communication shall be in writing and, unless delivered personally to a responsible officer of the addressee, shall be given by facsimile transmission, and shall be deemed to be given at the time transmitted by facsimile or delivered, if transmitted by facsimile or delivered to the recipient on a business day in Vancouver and before 5:00 p.m. (Vancouver time) on such business day, and otherwise shall be deemed to be given at 9:00 a.m. (Vancouver time) on the next following business day in Vancouver. Any party may change its address for notice by notice to the other parties hereto given in the manner herein provided.

14. **Fees and Expenses**

14.1. The Corporation shall pay all costs incurred by it in connection with or relating to the preparation and filing of the Prospectus and this Agreement and the issuance, distribution, offering and sale of the Notes. The Corporation shall also bear the cost of the reasonable legal fees of the Dealers' Counsel in connection with or relating to the due diligence review of the Corporation, the preparation and filing of the Prospectus and any Prospectus Supplement or Prospectus Amendment and the issuance, distribution, offering and sale of the Notes.

15. **United States Selling Restrictions**

15.1. (a) Capitalized terms used in this section 15.1 have the meanings given to them by Regulation S ("**Regulation S**") under the *United States Securities Act of 1933*, as amended (the "**Securities Act**").

(b) The Corporation represents, warrants and covenants to and with the Dealers that:

(i) it reasonably believes that there is no Substantial U.S. Market Interest in its debt securities; and

(ii) neither the Corporation nor any of its affiliates will make offers or sales of securities or engage in any Directed Selling Efforts under circumstances that would require registration of the Notes under the Securities Act or has authorized or will authorize any person acting on its behalf to do so.

(c) Each of the Dealers represents, warrants and covenants to and with the Corporation, and the Dealers will make it a condition of any selling group agreement that each Selling Firm (including any subsidiaries and affiliates of Selling Firms) represent, warrant and covenant to and with the Corporation, that:

(i) it understands that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; and

(ii) it has not offered or sold and will not offer or sell, any Notes within the United States except in accordance with Rule 144A upon prior written consent of the Corporation and neither it nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any Directed Selling Efforts with respect to the Notes.

16. **Miscellaneous**

16.1. The representations, warranties and agreements herein contained shall survive the sale by the Dealers of the Notes.

16.2. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the courts of British Columbia shall have exclusive jurisdiction over any dispute hereunder.

16.3. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding of the terms of the transaction we are to enter into and if such terms are agreed to by you, please confirm your acceptance by signing this letter in the place indicated below, in which event this letter shall constitute a binding agreement between the Corporation and the Dealers.

Yours very truly,

RBC DOMINION SECURITIES INC.

By: (signed) "*Tushar Kittur*"

SCOTIA CAPITAL INC.

By: (signed) "*John Tkach*"

BMO NESBITT BURNS INC.

By: (signed) "*Graeme N. Falkowsky*"

CIBC WORLD MARKETS INC.

By: (signed) "*Darrell J. Burt*"

NATIONAL BANK FINANCIAL INC.

By: (signed) "*Daniel L. Nocente*"

TD SECURITIES INC.

By: (signed) "*Edward J. McGurk*"

The foregoing accurately reflects the terms of the transaction we are to enter into and such terms are hereby agreed to by the Corporation.

Dated: May 5, 2008.

FINNING INTERNATIONAL INC.

By: (signed) "*Andre Beaulieu*"

By: (signed) "*Sandeep Kalra*"

SCHEDULE A

Commission Rates

The following are the commission rates that shall apply to any sale of Notes by a Dealer, acting as Dealer, unless the Corporation and the Dealer otherwise agree:

Term of Note	**Commission Rate**
from 1 year to 1 year and 364 days	0.10%
from 2 years to 2 years and 364 days	0.20%
from 3 years to 3 years and 364 days	0.25%
from 4 years to 4 years and 364 days	0.30%
from 5 years to 5 years and 364 days	0.35%
from 6 years to 6 years and 364 days	0.35%
from 7 years to 7 years and 364 days	0.37%
from 8 years to 8 years and 364 days	0.40%
from 9 years to 9 years and 364 days	0.40%
from 10 years to 10 years and 364 days	0.40%
from 11 years to 15 years and 364 days	0.45%
from 16 years to 30 years	0.50%

SCHEDULE B

Operating Procedures

The following outlines the procedures by which the Corporation intends from time to time to sell the Notes through the Dealers acting as Dealers of the Corporation or as principals for resale pursuant to the dealer agreement (the "**Agreement**") dated May 5, 2008 made between the Corporation and the Dealers. All operating procedures shall be carried out in accordance with NI 44-102. Capitalized terms used herein have the same meanings ascribed thereto in the Agreement, unless otherwise defined herein.

1. On any morning at the outset of business, the Corporation may establish, in consultation with the Dealers or any of them, for a period of time specified by the Corporation, an appropriate rate and pricing structure for the Notes to be sold by the Dealers pursuant to the Agreement and the Corporation's requirement for funds (including the term or terms required and other terms and conditions of the Notes as permitted by the Prospectus) to be raised by the sale of the Notes. At the Corporation's sole discretion, the rate and pricing structure and requirement for funds so established will be based upon market conditions and the Corporation's current and prospective requirements.

2. The rate and pricing structure, the other terms and conditions and requirement for funds so established will prevail for each Dealer for and during the period of time specified by the Corporation and will not be adjusted unless the Corporation, in its sole and absolute discretion, determines that an adjustment is desirable and notifies each Dealer of the adjustment. The Corporation may consult with the Dealers or any of them concerning the desirability of an adjustment in the rate and pricing structure, the other terms and conditions or in the requirement for funds. Also, a Dealer will advise the Corporation at any time during any business day if the Dealer feels an immediate adjustment in the Corporation's rate and pricing structure, the other terms and conditions or requirement for funds is desirable.

3. Whenever a Dealer obtains a firm offer to purchase an Note at the prevailing rate and pricing structure, on the prevailing other terms and conditions and within the confines of the Corporation's prevailing requirement for funds, the Dealer will telephone or otherwise contact the Corporation to determine whether the Corporation in fact still requires funds and, if it does, the Corporation will confirm by telephone or otherwise that the Dealer may (i) accept the offer as Dealer on behalf of the Corporation (with commissions mutually agreed upon by the Dealer and the Corporation) or (ii) acquire the Note as principal on terms (including price and commissions, if any) then mutually agreed upon by the Dealer and Corporation for resale by the Dealer.

4. Whenever a Dealer obtains a firm offer to purchase an Note at other than the prevailing rate and pricing structure, or not within the confines of the other terms and conditions, or not within the confines of the Corporation's prevailing requirement for funds, the Dealer will inform the Corporation of that offer and will discuss with the Corporation the advisability of accepting that offer.

5. The settlement procedure for each Note sold by a Dealer shall be as follows:

    (a) the Dealer will orally advise the Corporation of so much of the following settlement information as is available immediately following acceptance of any offer acting as Dealer on behalf of the Corporation or acting as principal (the "**Trade**") (provided that items (iii) to (vii) and (ix) shall in all circumstances be provided) and all of the following information shall be confirmed in writing no later than 10:00 a.m., Vancouver time, on the business day immediately preceding the Settlement Day (as defined below).

        (i) the exact name in which the Note is to be registered (the "**Registered Owner**");

        (ii) the exact address of the Registered Owner and address for payment of interest;

        (iii) the principal amount of the Note;

        (iv) the rate of interest and the interest payment date or dates;

        (v) the price payable by the purchaser;

        (vi) the Settlement Day and settlement place;

        (vii) the maturity date of the Note;

        (viii) the other terms and conditions of the Note; and

        (ix) the Dealer's commission, if any.

    (b) After receiving the settlement information from the Dealer, the Corporation will use its best efforts to complete and deliver to the Dealer, no later than the business day following the date of the Trade, a Pricing Supplement relating to the Notes to be sold in accordance with such settlement information. The Dealer will use it best efforts to deliver the Pricing Supplement, along with the Prospectus, any Prospectus Supplement and any Prospectus Amendment, to the purchaser of the Notes one business day prior to the Settlement Day.

    (c) After receiving the settlement information from the Dealer, the Corporation will communicate the settlement information to the trustee under the Trust Indenture (the "**Trustee**").

6. The Corporation shall cause the Trustee, no later than 8:00 a.m., Vancouver time, on the third business day following the date of the Trade (the "**Settlement Day**"), to make the Note available at the specified settlement place, against payment by certified cheque, bank draft or, if specifically authorized by the Corporation, by Dealer letter of undertaking signed by an authorized officer of the Dealer. Dealer letters of undertaking are to be redeemed by the payment of funds not later than 1:00 p.m., Vancouver time, on the Settlement Day.

7. On the Settlement Day the Corporation will remit to each Dealer the agreed commission, if any, due on sales of Notes effected by that Dealer.

8. The Corporation will make all necessary filings of Pricing Supplements and other documents required to be filed with relevant securities regulatory authorities pursuant to NI 44-102 or applicable Securities Laws in connection with the offer and sale of the Notes and will remit all fees payable to such regulatory authorities.

These operating procedures will be in effect until such time as the Corporation and the Dealers shall agree that revisions to the procedures are desirable.

SCHEDULE C

Due Diligence

Quarterly Review with Senior Management

After receiving and reviewing each of the quarterly unaudited financial statements for the Corporation, and if such financial statements disclose any material change in the financial position of the Corporation, and if requested by the Dealers or Dealers' Counsel, acting reasonably, representatives of each of the Dealers and Dealers' Counsel will meet with one or more members of the senior management of the Corporation and its counsel to conduct an updated due diligence session with respect to the affairs of the Corporation.

Annual Review of the Corporation's Annual Information Form and Annual Report

After receiving the Corporation's filed annual information form, representatives of each of the Dealers and Dealers' Counsel may, if requested by the Dealers, acting reasonably, meet with one or more members of the senior management of the Corporation and its counsel to conduct an annual due diligence review in conjunction with the annual information form. The Dealers and Dealers' Counsel may, if requested by the Dealers, acting reasonably, also meet with the auditors of the Corporation to conduct a due diligence review with respect to the Corporation's annual financial information.

Review of Material Change Reports

If the Corporation issues a press release relating to a material change report or files a material change report, the Corporation shall, if requested by the Dealers, acting reasonably, meet with representatives of the Dealers and Dealers' Counsel prior to any subsequent sale of Notes by or through the Dealers to discuss the subject matter of the material change report so that the Dealers can be satisfied that the material change report, which has been incorporated by reference into the Prospectus, adequately discloses all material facts relating to the material change.