This pricing supplement, together with the prospectus to which it relates, as amended or supplemented, and each document deemed to be incorporated by reference therein, constitutes a public offering of these securities only in the jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. No securities commission or similar authority has expressed an opinion about these securities and it is an offense to claim otherwise.

PRICING SUPPLEMENT NO. 2
(TO A SHORT FORM BASE SHELF PROSPECTUS DATED MAY 22, 2012)

June 18, 2013

FINNING INTERNATIONAL INC.

$200,000,000
Medium Term Note Debentures
(unsecured)

TERMS OF ISSUE

Designation:	3.232% Medium Term Note Debentures Due July 3, 2020 (the "MTN Debentures")
Principal Amount:	$200,000,000
Currency:	Canadian dollars
Date of Issue:	July 3, 2013
Maturity Date:	July 3, 2020
Coupon:	3.232%
Yield:	3.232%
Interest Payment Dates:	January 3 and July 3 each year, with the first payment to be made on January 3, 2014
Form of Issuance:	Global Debenture in book-entry form only
Price to the Public:	$100 per $100 principal amount of the MTN Debentures
Agents' Commission:	$0.37
Net Proceeds to Finning:	$199,260,000
Redemption:	The MTN Debentures will be redeemable, at Finning's option, in whole or in part at any time on not more than 60 and not less than 30 days' prior notice, at a price equal to the higher of Canada Yield Price (as defined below) and par, together with accrued and unpaid interest to the date fixed for redemption. "Canada Yield Price" means a price calculated to provide a yield to maturity equal to Government of Canada Yield (as defined below) plus 0.34% on the business day preceding the date of the resolution authorizing the redemption. "Government of Canada Yield", on any date, means the yield to maturity on such date compounded semi-annually which a non-callable Government of Canada Bond would carry if issued, in Canadian dollars in Canada, at 100% of its principal amount on such date with a term to maturity equal to the remaining term to maturity of the MTN Debentures. The Government of Canada Yield will be the average of the yield provided by two major Canadian investment dealers selected by Finning. Where less than all of the outstanding MTN Debentures are to be redeemed, the MTN Debentures to be redeemed will be selected by the Trustee in such manner as it shall deem equitable.

Change of Control: If a Change of Control Triggering Event (as defined below) occurs, unless Finning has exercised its optional right to redeem all of the MTN Debentures as described above, Finning will be required to make an offer to repurchase all or, at the option of the noteholder, any part (equal to $1,000 or an integral multiple thereof) of each noteholder's MTN Debentures pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, Finning will be required to offer payment in cash equal to 101% of the aggregate principal amount of MTN Debentures together with accrued and unpaid interest on the MTN Debentures repurchased to the date of purchase.

Within 30 days following any Change of Control Triggering Event, Finning will be required to give written notice to noteholders describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the MTN Debentures on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is given (the "Change of Control Payment Date"). Finning must comply with the requirements of applicable securities laws and regulations in connection with the repurchase of the MTN Debentures as a result of a Change of Control Triggering Event. To the extent that the provisions of any such applicable securities laws and regulations conflict with the provisions described in this pricing supplement relating to a Change of Control (as defined below), Finning will be required to comply with such laws and regulations and will not be deemed to have breached its obligations to repurchase the MTN Debentures by virtue of such conflict.

Finning will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes such an offer substantially in the manner, at the times and in compliance with the requirements for a Change of Control Offer (and for at least the same purchase price payable in cash) and such third party purchases all MTN Debentures properly tendered and not withdrawn under its offer.

"Change of Control" shall mean the occurrence of any one of the following: (a) the direct or indirect sale, transfer, conveyance, lease or other disposition (other than by way of consolidation, amalgamation or merger), in one or a series of related transactions, of all or substantially all of the property and assets of Finning and its subsidiaries, taken as a whole, to any person or group of persons acting jointly or in concert for purposes of such transaction (other than to Finning and its subsidiaries); or (b) the consummation of any transaction including, without limitation, any consolidation, amalgamation, merger or issue of voting shares the result of which is that any person or group of persons acting jointly or in concert for purposes of such transaction (other than Finning and its subsidiaries) becomes the beneficial owner, directly or indirectly, of more than 50% of the voting shares of Finning, measured by voting power rather than number of shares (but shall not include the creation of a holding company or similar transaction that does not involve a change in the beneficial ownership of Finning).

"Change of Control Triggering Event" shall mean the occurrence of both a Change of Control and a Rating Event.

"Investment Grade Rating" shall mean a rating equal to or higher than BBB- (or the equivalent) by S&P, BBB (low) (or the equivalent) by DBRS, or the equivalent investment grade credit rating from any other Specified Rating Agency.

"Rating Event" shall mean the rating on the MTN Debentures is lowered to below an Investment Grade Rating by both of the Specified Rating Agencies, if there are two Specified Ratings Agencies, or by two out of three of the Specified Ratings Agencies, if there are three Specified Ratings Agencies (the "Required Threshold"), on any day within the 60-day period (which 60-day period will be extended so long as the rating of the MTN Debentures is under publicly announced consideration for a possible downgrade by such number of the Specified Rating Agencies which, together with Specified Ratings Agencies which have already lowered their ratings on the MTN Debentures as aforesaid, would

	aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur) after the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of a Change of Control or of Finning's intention or agreement to effect a Change of Control. "Specified Rating Agencies" shall mean each of S&P and DBRS and, if a rating of the MTN Debentures is obtained from Moody's shall also include Moody's, as long as, in each case, it has not ceased to rate the MTN Debentures or failed to make a rating of the MTN Debentures publicly available for reasons outside of Finning's control; provided that if one or more of S&P or DBRS or Moody's ceases to rate the MTN Debentures or fails to make a rating of the MTN Debentures publicly available for reasons outside of Finning's control, Finning may select any other "approved rating organization" within the meaning of National Instrument 41-101 of the Canadian Securities Administrators as a replacement agency for such one or more of them, as the case may be.
Use of Proceeds:	To repay outstanding indebtedness. Such indebtedness was originally incurred by Finning to fund its ongoing working capital needs and for other general corporate purposes of Finning's business.
Selling Agents:	RBC Dominion Securities Inc., TD Securities Inc., Scotia Capital Inc., CIBC World Markets Inc., National Bank Financial Inc., BMO Nesbitt Burns Inc. and Raymond James Ltd.
Purchase for Cancellation:	Finning may purchase the MTN Debentures in the open market or by tender or private contract at any time and at any price.
CUSIP Number/ISIN:	31807ZAM4 / CA31807ZAM47

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (which are not specifically listed in the short form base shelf prospectus dated May 22, 2012 (the "Prospectus") or any amendment or supplement delivered herewith), which have been filed with the securities commissions or similar authorities in each of the Provinces and Territories of Canada, are specifically incorporated by reference in and form an integral part of the Prospectus:

(a) The annual information form of the Corporation dated as of February 12, 2013;

(b) The audited comparative consolidated financial statements of the Corporation for the years ended December 31, 2012 and 2011 (including the independent auditor's report thereon) and management's discussion and analysis thereof;

(c) The unaudited consolidated interim financial report of the Corporation for the quarters ended March 31, 2013 and 2012 and management's discussion and analysis thereof;

(d) The management proxy circular dated as of March 12, 2013 in connection with the 2013 annual meeting of shareholders of the Corporation; and

(e) The material change report dated as of May 10, 2013 relating to the appointment of Scott Thomson as President and Chief Executive Officer of the Corporation effective June 17, 2013.