SECOND AMENDMENT TO
INTERFOR MARCH 31, 2014 AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT dated for reference February 20, 2015, is

AMONG:

INTERFOR CORPORATION, a British Columbia company having its head office at 3500 - 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1H7

(the "**Borrower**")

AND:

EACH OF THE LENDERS NAMED ON THE SIGNATURE PAGES OF THIS AGREEMENT

(the "**Lenders**")

AND:

ROYAL BANK OF CANADA, a Canadian chartered bank having its head office in the City of Montreal, Quebec, Canada and a branch in Toronto, Ontario, Canada, in its capacity as Arranger

(the "**Arranger**")

AND:

ROYAL BANK OF CANADA, a Canadian chartered bank having its head office in the City of Montreal, Quebec, Canada and a branch in Toronto, Ontario, Canada, in its capacity as Agent

(the "**Agent**")

WHEREAS:

A. The Borrower, the Agent, the Arranger and the Lenders entered into a credit agreement entitled "Interfor March 31, 2014 Amended and Restated Credit Agreement" dated for reference March 31, 2014, as amended by an agreement dated for reference December 1, 2014 entitled "First Amendment to Interfor March 31, 2014 Amended and Restated Credit Agreement" (as so amended, the "**Existing Credit Agreement**");

B. The Borrower and Interfor US have agreed to acquire certain sawmill assets located in Meldrim, Georgia, Georgetown, South Carolina, Longview, Washington and Commencement Bay, Washington (collectively the "**Simpson Assets**") from Simpson Lumber Company, LLC;

C. The Borrower, the Agent, the Arranger and the Lenders have agreed to amend the Existing Credit Agreement as provided in this Agreement.

WITNESSETH THAT in consideration of the mutual covenants and agreements herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. INTERPRETATION

1.1 General

(a) Words with an initial capital letter which are not otherwise defined in this Agreement have the meanings set out in the Existing Credit Agreement.

(b) Wherever the singular or the masculine are used in this Agreement, the same shall be deemed to include the plural or the feminine or vice versa and a body politic or corporate where the context or the parties so require.

(c) Unless otherwise specified all statements of, or reference to, dollar amounts in this Agreement without currency specification shall refer to Canadian Funds.

1.2 Definitions

Where used in this Agreement, the following terms shall have the following meanings:

(a) "**Agreement**" means this amendment to the Existing Credit Agreement, together with any amendments hereto; and

(b) "**Effective Date**" means:

(i) in the case of the amendments set out in Sections 3, 4(c) and 4(d) of this Agreement, the date on which the conditions set out in Section 5 are satisfied, as confirmed in writing by the Agent; and

(ii) in the case of the amendments set out in Sections 4(a) and 4(b) of this Agreement, the later of the date on which the conditions set out in Section 5 are satisfied, as confirmed in writing by the Agent, and the date on which the Borrower receives the proceeds of the US$100,000,000 of notes issued under the Pru Note Purchase Agreement.

1.3 Successors and Assigns

The Existing Credit Agreement as amended by this Agreement shall enure to the benefit of and be binding on each of the parties hereto and their respective successors and permitted assigns.

1.4 Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

2. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that the execution and delivery of this Agreement will not contravene a provision of any regulation, order or permit applicable to it or cause a conflict with or contravention of its constating documents or cause a breach of or constitute a default under or require any consent under any instrument or agreement to which it is a party or by which it is bound except such as have been obtained or waived, as the case may be.

3. THE SIMPSON ASSETS

The Agent and the Lenders waive the requirement under Section 5.8 of the Credit Agreement that Interfor US grant a first mortgage charge on the real property and real property interests included in the Simpson Assets.

4. AMENDMENTS TO THE EXISTING CREDIT AGREEMENT EFFECTIVE ON THE EFFECTIVE DATE

If the conditions set forth in Section 5 of this Agreement have been met or waived on or prior to the Effective Date or such earlier or later time as may be agreed among the Borrower and the Agent, then, as of the Effective Date, the Existing Credit Agreement shall be amended as follows:

(a) The reference to "Cdn$250,000,000" in Section 3.1(b) is deleted and replaced with "Cdn$200,000,000";

(b) Schedule A is deleted and is replaced with Schedule A to this Agreement;

(c) Section 7.1(z)(9) is deleted and is replaced with the following:

"(9) indebtedness to holders of notes issued under the Pru Note Purchase Agreement in an aggregate principal amount of not more than US$200,000,000 (or the Equivalent Amount in Canadian Dollars), provided that C$50,000,000 from the issuance of US$100,000,000 in notes in March, 2015 is used by the Borrower to permanently prepay and cancel the aggregate availability of the Tranche B Credit Facility by C$50,000,000;" and

(d) Schedule M is deleted and replaced with Schedule B to this Agreement.

5. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

The Lenders shall have no obligation to amend the Existing Credit Agreement by this Agreement unless the Agent shall have received:

(a) this Agreement duly executed by all parties thereto; and

(b) such certificates, acknowledgements, notices or other documents as the Agent may reasonably require in connection with this Agreement.

6. GENERAL

6.1 Further Assurance

The Borrower will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, acknowledgements, declarations, affidavits, reports and opinions) and things as the Agent may reasonably require for the purpose of giving effect to this Agreement.

6.2 Amendment

This Agreement shall from the Effective Date be read and construed along with the Existing Credit Agreement and be treated as a part thereof and, for such purposes and so far as may be necessary to effectuate these presents, the Existing Credit Agreement shall be regarded as being hereby amended, and the Existing Credit Agreement as so amended together with all of the covenants, clauses, agreements, provisos, stipulations, conditions, powers, matters and things whatsoever contained in the Existing Credit Agreement shall continue in full force and effect.

6.3 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, each counterpart may be delivered originally or by electronic transmission and all such executed and delivered counterparts, taken together, will constitute one original agreement or document.

6.4 Reference Date

This Agreement is dated for reference February 20, 2015 notwithstanding its actual date of execution.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

INTERFOR CORPORATION:

By: *"John Horning"*
John Horning, C.A..
Executive Vice President and C.F.O.

By: *"Marilyn Loewen Mauritz"*
Marilyn Loewen Mauritz
General Counsel and Corporate Secretary

ROYAL BANK OF CANADA
Arranger

By: *"Baljit Mann"*
Baljit Mann
Authorized Signatory

By: *"Glenn Barisoff"*
Glen Barisoff
Authorized Signatory

ROYAL BANK OF CANADA
Agent and Collateral Agent

By: *"Ann Hurley"*
Ann Hurley
Manager, Agency

)
)
)
)
)
)
)
)
)
)
)
)
)
)

ROYAL BANK OF CANADA

By: *"Baljit Mann"*
Baljit Mann
Authorized Signatory

By: *"Glen Barisoff"*
Glen Barisoff
Authorized Signatory

THE TORONTO-DOMINION BANK)
in its capacity as a Canadian Lender)
)
)
By: *"Frazer Scott"*)
Frazer Scott)
Managing Director)
)
By: *"Ben Montgomery"*)
Ben Montgomery
Director

THE BANK OF NOVA SCOTIA

By: *"Kurt Foellmer"*
Kurt Foellmer
Director

By: *"David Loewen"*
David Loewen
Director

BANK OF MONTREAL	)
	)
	)
By: *"Jerry Kaye"*	)
Jerry Kaye	)
Director	)
	)
	)
	)
	)
	)
	)

HSBC BANK CANADA
in its capacity as a Canadian Lender)
)
)
)
By: *"Todd Patchell"*)
Todd Patchell)
Vice President, Region Head of)
Large Corporation)
)
)
By: *"Brad Black"*)
Brad Black
Assistant Vice President, Large
Corporate BC

CANADIAN WESTERN BANK)
)
)
By: *"Richard Hallson"*)
Richard Hallson)
Vice President, Corporate Lending)
)
)
)
)
)

EXPORT DEVELOPMENT CANADA)
)
)
By: *"Shaun Enright"*)
Shaun Enright)
SR Asset Manager)
)
By: *"Victor Samuel"*)
Victor Samuel)
Asset Manager)

SCHEDULE A

COMMITMENTS

LENDER AND BRANCH OF ACCOUNT	TRANCHE A COMMITMENT	TRANCHE B COMMITMENT
Royal Bank of Canada Main Branch 1025 West Georgia Street Vancouver, B.C. V6E 3N9	Cdn$13,000,000	Cdn$35,200,000
The Toronto-Dominion Bank Main Branch 700 West Georgia Street Vancouver, British Columbia V7Y 1A2	Cdn$11,500,000	Cdn$30,800,000
The Bank of Nova Scotia Corporate Banking 18th Floor 650 West Georgia Street Vancouver, B.C. V6B 4N7	Cdn$11,500,000	Cdn$30,800,000
HSBC Bank Canada Suite 200 885 West Georgia Street Vancouver, B.C. V6C 3G1	Cdn$11,500,000	Cdn$30,800,000
Bank of Montreal 885 West Georgia Street, 17th Floor Vancouver, BC V6C 3E8	Cdn$11,500,000	Cdn$30,800,000

LENDER AND BRANCH OF ACCOUNT	**TRANCHE A COMMITMENT**	**TRANCHE B COMMITMENT**
Canadian Western Bank Suite 100 666 Burrard Street Vancouver, B.C. V6C 2X8	Cdn$6,000,000	Cdn$12,800,000
Export Development Canada 151 O'Connor Street Ottawa, Ontario K1A 1K3	Cdn$0	Cdn$28,800,000
Total	**Cdn$65,000,000**	**Cdn$200,000,000**

SCHEDULE B

RESTRICTED SUBSIDIARIES

Interfor Sales & Marketing Ltd. (Interfor Trading Ltd.)
Interfor U.S. Holdings Inc.
Interfor U.S. Inc.
CEDARPRIME Inc.
Klamath Northern Railway Company
Interfor U.S. South LLC
Interfor U.S. Finance Corp.
Interfor Nevada LLC
Interfor Japan Ltd.
Interfor Energy Corp.
Grand Forks Railway Company
Seaboard Shipping Company Limited
Seaboard International Shipping Company Limited