PGIM, Inc.
and the holders of the Notes
c/o Prudential Capital Group
Four Embarcadero Center, Suite 2700
San Francisco, CA 94111

As of September 15, 2017

Interfor Corporation
P.O. Box 49114
3500 – 1055 Dunsmuir Street
Vancouver, B.C.
Canada V7X 1H7

Re: Fourth Amendment to Amended and Restated Note Purchase and Private Shelf Agreement

Ladies and Gentlemen:

Reference is made to the Amended and Restated Note Purchase and Private Shelf Agreement, dated as of March 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), by and between Interfor Corporation, a British Columbia company (the "**Company**"), on the one hand, and the Purchasers named therein, on the other hand. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Agreement.

1. Amendments. Pursuant to the request of the Company and the provisions of Section 18 of the Agreement, subject to the terms and conditions of this letter agreement, and in reliance of the representations and warranties of this letter agreement, the undersigned holders of Notes and the Company hereby agree that the Agreement is hereby amended, as follows:

1.1 Clause (f) of Section 10.2 is amended and restated, as follows:

"(f) other secured indebtedness of the Company and the Restricted Subsidiaries:

(i) not exceeding Cdn$10,000,000 (or the equivalent thereof in other currencies) in aggregate principal amount, as permitted by clause (k)(i) of the definition of Permitted Encumbrances;

(ii) not exceeding Cdn$5,000,000 (or the equivalent thereof in other currencies) in aggregate principal amount, as permitted by clause (k)(ii) of the definition of Permitted Encumbrances; and

(iii) not exceeding Cdn$10,000,000 (or the equivalent thereof in other currencies) in aggregate principal amount, as permitted by clause (k)(iii) of the definition of Permitted Encumbrances;"

1.2 Clause (k) of the definition of "Permitted Encumbrances" set forth in Schedule B is amended and restated, as follows:

"(k) (i) security given by Restricted Subsidiaries which is outstanding at the time of the Company's acquisition of the Restricted Subsidiary or which is granted by the Company or a

Restricted Subsidiary from time to time, not to exceed in the aggregate Cdn$10,000,000 (or the equivalent thereof in other currencies) in outstanding aggregate principal amount, (ii) security granted by the Company or a Restricted Subsidiary from time to time, securing an aggregate principal amount owing by the Company or the Restricted Subsidiaries not exceeding Cdn$5,000,000 (or the equivalent thereof in other currencies) in respect of credit cards issued to the Company or the Restricted Subsidiaries by issuers of credit cards, and (iii) security granted by the Company or a Restricted Subsidiary from time to time, securing indebtedness owing by the Company or a Restricted Subsidiary not otherwise contemplated in the definition of "Permitted Encumbrances" not exceeding Cdn$10,000,000 (or the equivalent thereof in other currencies) in outstanding aggregate principal amount (and, for greater certainty, any security permitted under this clause (k)(iii) is in addition to the security permitted under the immediately preceding clause (k)(i));"

1.3 The defined term "Ratio of Consolidated Total Debt to EBITDA" set forth in Schedule B is deleted.

1.4 The Company confirms that it has caused or will cause to be made the Disposals of the following interests in land, which are permitted without the prior written consent of the holders of the Notes pursuant to clauses (b) and (h) of Section 10.5:

(a) 014-015-471 Lot L District Lot 4598 Kootenay District Plan 4598, which makes up a part of the Castlegar Site;

(b) 014-926-890 Parcel A (Plan B4302) of District Lot 1012 Similkameen Division Yale District Plan, which makes up a part of the Grand Forks Site;

(c) Lease No. 111455 (File No. 0230277) dated for reference June 8, 2004 as entered into between Her Majesty the Queen in Right of the Province of British Columbia and International Forest Products Limited, concerning that part of District Lot 346 and Blocks A, B and C of District Lot 258, all within Nanaimo District, containing 0.7745 hectares, which makes up a part of the Field Sawmill; and

(d) Parcel No. 8, which makes up a part of the Perry Mill, in the City of Perry, Houston County, Georgia,

(collectively, the "**Disposed Surplus Lands**").

In connection with the foregoing-described Disposals, the Collateral Agent has agreed to release its security in respect of the Disposed Surplus Lands pursuant to the Intercreditor Agreement.

In order to reflect the foregoing-described Disposals and release of security, Exhibit E (List of Security Documents) is deemed to be modified, to the extent any portion of the language thereof includes the Disposed Surplus Lands (or any portion thereof), to exclude the Disposed Surplus Lands (or any portion thereof).

2. Limitation of Modifications. The modifications set forth in this letter agreement shall be limited precisely as written and shall not be deemed to be (a) an amendment, consent or waiver of any other terms or conditions of the Agreement or any other document related to the Agreement, or (b) a consent to any future amendment, consent or waiver. Except as expressly set forth in this letter agreement, the Agreement and the documents related to the Agreement shall continue in full force and effect. This letter agreement constitutes a Transaction Document.

3. Representations and Warranties. The Company hereby represents and warrants as follows: (a) no Default or Event of Default has occurred and is continuing; (b) the Company's execution, delivery and performance of the Agreement, as modified by this letter agreement, have been duly authorized by all necessary corporate and other action and do not and will not require any registration with, consent or approval of, or notice to or action by, any Person (including any Governmental Authority) in order to be effective and enforceable; (c) the Agreement, as modified by this letter agreement, constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity; and (d) each of the representations and warranties set forth in Section 5 of the Agreement is true and correct as of the date hereof (except to the extent such representations and warranties expressly relate to another date, in which case such representations and warranties are true and correct as of such other date).

4. Effectiveness. This letter agreement shall become effective, as of the date of this letter agreement, on the date on which the holders of the Notes shall have received (i) a fully executed counterpart of this letter agreement from the Company and the Guarantors, and (ii) a fully executed copy of the corresponding amending agreement or other modification with respect to the Bank Credit Agreement in form and substance satisfactory to the Required Holders, which shall become effective concurrent with or prior to the effectiveness of this letter agreement.

5. Reaffirmation of Guarantors. Each of the undersigned Guarantors consents to the amendment of the Agreement and the other modifications effected by this letter agreement and the transactions contemplated herein, reaffirms its obligations under the Multiparty Guaranty and its waivers, as set forth in the Multiparty Guaranty of each and every one of the possible defenses to the Guaranteed Obligations (as defined in the Multiparty Guaranty) and other obligations of such Guarantor. In addition, each of the undersigned Guarantors reaffirms that its obligations under the Multiparty Guaranty are separate and distinct from the Company's obligations evidenced by the Notes. Notwithstanding the foregoing, nothing in this Section 6 is intended or shall be deemed to limit any Beneficiary's (as defined in the Multiparty Guaranty) rights under the Multiparty Guaranty to take actions without the consent of the Guarantors.

6. Counterparts. This document may be executed in multiple counterparts, which together shall constitute a single document.

7. Governing Law. This letter agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the internal laws of the State of New York, excluding choice-of-law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state.

If you are in agreement with the foregoing, please sign a counterpart of this letter agreement in the space indicated below and return it to the holders of the Notes whereupon, subject to the conditions expressed herein, it shall become a binding agreement between the Company, on the one hand, and the holders of the Notes, on the other hand.

Sincerely,

[SIGNATURE PAGES FOLLOW]

PGIM, INC.

By:________________________________
Vice President

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as a holder of Series A Notes, Series B Notes and Series C Notes

By:________________________________
Vice President

FARMERS NEW WORLD LIFE INSURANCE COMPANY, as a holder of Series A Notes and Series C Notes

By: Prudential Private Placement Investors, L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its General Partner)

By:________________________________
Vice President

UNITED OF OMAHA LIFE INSURANCE COMPANY, as a holder of Series A Notes and Series B Notes

By: Prudential Private Placement Investors, L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its General Partner)

By:________________________________
Vice President

THE PRUDENTIAL LIFE INSURANCE COMPANY, LTD., as a holder of Series B Notes

By: Prudential Investment Management (Japan), Inc., as Investment Manager

By: PGIM, Inc., as Sub-Adviser

By:______________________________
Vice President

THE GIBRALTAR LIFE INSURANCE CO., LTD., as a holder of Series C Notes

By: Prudential Investment Management Japan Co., Ltd., as Investment Manager

By: PGIM, Inc., as Sub-Adviser

By:______________________________
Vice President

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, as a holder of Series C Notes

By: Prudential Private Placement Investors, L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its General Partner)

By:______________________________
Vice President

FARMERS INSURANCE EXCHANGE,
as a holder of Series C Notes

By: Prudential Private Placement Investors, L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its General Partner)

By:______________________________
Vice President

MID CENTURY INSURANCE COMPANY, as a holder of Series C Notes

By: Prudential Private Placement Investors, L.P. (as Investment Advisor)

By: Prudential Private Placement Investors, Inc. (as its General Partner)

By:______________________________
Vice President

The foregoing is hereby agreed to as of the date thereof.

THE COMPANY:

INTERFOR CORPORATION

By:______________________________

Title: Executive Vice President and Chief Financial Officer

By:______________________________

Title: General Counsel & Corporate Secretary

THE GUARANTORS:

INTERFOR SALES & MARKETING LTD

By:______________________________

Title: Executive Vice President and Chief Financial Officer

By:______________________________

Title: General Counsel & Corporate Secretary

INTERFOR U.S. HOLDINGS INC.

By:________________________________

Title: Executive Vice President and Chief Financial Officer

By:________________________________

Title: General Counsel & Corporate Secretary

INTERFOR U.S. INC.

By:________________________________

Title: Executive Vice President and Chief Financial Officer

By:________________________________

Title: General Counsel & Corporate Secretary

INTERFOR CEDARPRIME INC.

By:________________________________

Title: Executive Vice President and Chief Financial Officer

By:________________________________

Title: General Counsel & Corporate Secretary

KLAMATH NORTHERN RAILWAY COMPANY

By:______________________________

Title: Executive Vice President and Chief Financial Officer

By:______________________________

Title: General Counsel & Corporate Secretary

INTERFOR U.S. FINANCE CORP.

By:______________________________

Title: Executive Vice President and Chief Financial Officer

By:______________________________

Title: General Counsel & Corporate Secretary

INTERFOR NEVADA LLC

By:______________________________

Title: Executive Vice President and Chief Financial Officer

By:______________________________

Title: General Counsel & Corporate Secretary

INTERFOR INSURANCE CORPORATION

By:____________________

Title: Director and President