

**FIRST AMENDING AGREEMENT
TO
2017 CREDIT AGREEMENT**

THIS AMENDING AGREEMENT is dated as of the 18th day of July, 2019

BETWEEN:

WEST FRASER TIMBER CO. LTD., a company formed by amalgamation under the laws of the Province of British Columbia, and

WEST FRASER (USA), INC., a corporation incorporated under the laws of the State of Delaware,

as Borrowers

AND:

THE LENDERS UNDER THE CREDIT AGREEMENT (AS HEREIN DEFINED)

AND:

THE TORONTO-DOMINION BANK, in its capacity as Administration Agent

AND:

TORONTO DOMINION (TEXAS) LLC, in its capacity as US Agent

WHEREAS:

A. West Fraser Timber Co. Ltd. and West Fraser (USA), Inc., as Borrowers, entered into a 2017 Credit Agreement dated as of August 25, 2017 with the Lenders (as therein defined), The Toronto-Dominion Bank as Administration Agent and Toronto Dominion (Texas) LLC as US Agent (the "**Credit Agreement**").

B. The Borrowers have requested certain amendments to the Credit Agreement and the requisite Lenders have consented to the amendments so requested on certain terms and conditions.

C. This agreement is entered into to document the amendments to the Credit Agreement and the terms and conditions upon which the requisite Lenders have consented to such amendments.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), it is agreed by and between the parties hereto as follows:

ARTICLE 1 DEFINITIONS AND AMENDMENTS

1.1 **Defined Terms.** Unless otherwise defined in this agreement, terms with initial capital letters used in this agreement (including the recitals) have the respective meanings ascribed to such terms in the Credit Agreement.

1.2 **Cover Page.** The cover page of the Credit Agreement is hereby amended by deleting “CANADIAN IMPERIAL BANK OF COMMERCE” therefrom.

1.3 **Amendment to Definitions.** The following definitions in Section 1.1 of the Credit Agreement are amended by deleting the same and replacing them with the following:

“(aj) **“CDOR Rate”** means, on any day, the annual rate of discount determined by the Agent which is equal to the average of the yield rates per annum (calculated on the basis of a year of 365 days and calculated to two decimal places, with 0.005 or more being rounded upward) applicable to bankers’ acceptances denominated in Canadian Dollars having, where applicable, comparable issue dates and maturity dates as the Bankers’ Acceptances proposed to be issued by WFT, displayed and identified as such on the CDOR Page (or any display substituted therefor) of Reuters Monitor Money Rates Service at approximately 10:00 a.m. (Toronto time) on that day or, if that day is not a Business Day, then on the immediately preceding Business Day (as adjusted by the Agent after 10:00 a.m. (Toronto time) to reflect any error in the posted average annual rate of discount); provided, however, if those rates do not appear on the CDOR Page (or the display substituted therefor), then the CDOR Rate shall be the discount rate (expressed as a rate per annum on the basis of a year of 365 days) applicable to Canadian Dollar bankers’ acceptances in a comparable amount and term to the Bankers’ Acceptances proposed to be issued by WFT, quoted by TD Bank as of 10:00 a.m. (Toronto time) on that day or, if that day is not a Business Day, on the immediately preceding Business Day. Notwithstanding the foregoing, if the CDOR Rate is determined to be less than zero, the CDOR Rate shall be deemed to be zero and provided, further, that in the event of a discontinuance of the CDOR Rate, the CDOR Rate shall, for the avoidance of doubt, mean for all purposes of this Agreement, the CDOR Successor Rate. Each determination of the CDOR Rate by the Agent shall be conclusive and binding, absent demonstrable error.

(df) **“LIBOR”**, with respect to any Interest Period, means:

(i) the rate of interest (expressed as an annual rate on the basis of a 360 day year) determined by the Agent or the US Agent (as the case may be) to be the arithmetic mean (rounded up to the nearest 0.01%) of the offered rates for deposits in US Dollars for a period equal to the particular Interest Period as of 11:00 a.m. (London time) on the second Business Day before the first day of that Interest Period by reference to the rate set by ICE Benchmark Administration for deposits in US Dollars (as set forth by any service selected by the Agent that has been nominated by ICE Benchmark Administration as an authorized information vendor for the purposes of

displaying such rates (which, as of the date hereof, is the “LIBOR01 Page” of Reuters Limited)); or

- (ii) if such rate is not ascertainable pursuant to paragraph (a), the rate of interest determined by the Agent (and notified to the US Agent, if applicable) which is equal to the simple average of the rates of interest (expressed as a rate per annum on the basis of a year of 360 days and rounded up to the nearest 0.01%) at which US Dollars are offered by the principal lending office in London, England of the Agent or the US Agent (or its Affiliates if it does not maintain such an office) in the London interbank market for a term co-extensive with that Interest Period in an amount substantially equal to the relevant LIBOR Advance at or about 11:00 a.m. (London time) on the second Business Day before the first day of such Interest Period.

Notwithstanding the foregoing, if the LIBOR rate is determined to be less than zero, the LIBOR rate shall be deemed to be zero and provided, further, that in the event of a discontinuance of LIBOR, LIBOR shall, for the avoidance of doubt, mean, for all purposes of this Agreement, the LIBOR Successor Rate.

(dm) “**Maturity Date**” means August 28, 2024.”

1.4 **Addition of New Definitions.** The following are added as new definitions in Section 1.1 of the Credit Agreement:

“(aj.1) “**CDOR Rate Scheduled Unavailability Date**” has the meaning ascribed to that term in Section 10.2(d)(i)(C).

(aj.2) “**CDOR Screen Rate**” has the meaning ascribed to that term in Section 10.2(d)(i)(A).

(aj.3) “**CDOR Successor Rate**” has the meaning ascribed to that term in Section 10.2(d)(i).

(df.1) “**LIBOR Scheduled Unavailability Date**” has the meaning ascribed to that term in Section 10.2(e)(i)(C).

(df.2) “**LIBOR Screen Rate**” has the meaning ascribed to that term in Section 10.2(e)(i)(A).

(df.3) “**LIBOR Successor Rate**” has the meaning ascribed to that term in Section 10.2(e)(i).”

1.5 **Increase of Canadian Facility.**

(a) Section 2.1(a) of the Credit Agreement is amended to read as follows:

“(a) a revolving term facility in the maximum principal amount (subject to Section 2.2) of Cdn\$650,000,000 (or the Equivalent Amount in US

Dollars), to be made available to WFT by the Canadian Lenders (the “**Canadian Facility**”);”.

- (b) The first sentence of Section 2.2 of the Credit Agreement is amended to read as follows:

“The Borrowers may, by one or more notices (each, an “**Accordion Notice**”) to the Agent, increase the Canadian Facility from a maximum amount of Cdn\$650,000,000 to a maximum amount of up to but not more than Cdn\$800,000,000.”

1.6 **Increase of US Facility.** Section 2.1(b) of the Credit Agreement is amended to read as follows:

- “(b) a revolving term facility in US Dollars only, in a maximum principal amount equal to the Equivalent Amount in US Dollars of Cdn\$200,000,000, to be made available to WFUS by the US Lenders (the “**US Facility**”); and”

1.7 **Addition of CDOR and LIBOR Discontinuation Events.** Section 10.2 of the Credit Agreement is amended by adding the following as new paragraphs (d) and (e):

“(d) If:

- (i) the Agent determines (which determination shall be conclusive absent manifest error), or the Borrowers or the Majority Lenders notify the Agent that the Borrower or Majority Lenders (as applicable) have determined that:
- (A) adequate and reasonable means do not exist for ascertaining the CDOR Rate, including because the “CDOR Page” of the Reuters Monitor Money Rates Service (or any successor source from time to time for such rate) (the “**CDOR Screen Rate**”) is not available or published on a current basis for the applicable Interest Period and such circumstances are unlikely to be temporary;
 - (B) the administrator of the CDOR Screen Rate or a Governmental Authority having jurisdiction over the CDOR Screen Rate has made a public statement identifying a specific date after which the CDOR Screen Rate will permanently or indefinitely cease to be made available or permitted to be used for determining the interest rate of loans;
 - (C) a Governmental Authority having jurisdiction over the Agent has made a public statement identifying a specific date after which the CDOR Rate shall no longer be permitted to be used for determining the interest rate of loans (each such specific date in paragraph (B) above and in this paragraph (C) a “**CDOR Rate Scheduled Unavailability Date**”); or

- (D) syndicated loans currently being executed, or that include language similar to that contained in this Section 10.2(d), are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the CDOR Rate,

then reasonably promptly after such determination by the Agent or receipt by the Agent of such notice, as applicable, the Agent and the Borrowers may mutually agree upon a successor rate to the CDOR Rate, and the Agent and the Borrowers may amend this Agreement to replace the CDOR Rate with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar Canadian Dollars denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a “**CDOR Successor Rate**”), together with any proposed CDOR Successor Rate conforming changes and any such amendment shall become effective at 5:00 p.m. (Toronto time) on the fifth Business Day after the Agent shall have posted such proposed amendment to all Canadian Lenders and the Borrowers unless, prior to such time, Canadian Lenders comprising the Majority Lenders have delivered to the Agent written notice that such Majority Lenders do not accept such amendment;

- (ii) no CDOR Successor Rate has been determined and the circumstances under Section 10.2(d)(i)(A) above exist or a CDOR Rate Scheduled Unavailability Date has occurred (as applicable), then:
 - (A) the Agent will promptly so notify the Borrowers and each Canadian Lender and, thereafter, the obligation of the Canadian Lenders to make or maintain Bankers’ Acceptances and BA Equivalent Loans, shall be suspended (to the extent of the affected Bankers’ Acceptances, BA Equivalent Loans, or Interest Periods); and
 - (B) upon receipt of such notice, a Borrower may revoke any pending request for an Advance of, conversion to or rollover of Bankers’ Acceptances or BA Equivalent Loans, (to the extent of the affected Bankers’ Acceptances, BA Equivalent Loans, or Interest Periods) or, failing that, will be deemed to have converted such request into a request for an Advance of Prime Rate Advances in the amount specified therein; and
- (iii) notwithstanding anything else herein, any definition of the CDOR Successor Rate (exclusive of any margin) shall provide that in no event shall such CDOR Successor Rate be less than zero for the purposes of this Agreement and, in addition, the CDOR Rate shall not be included or referenced in the definition of Prime Rate.

- (e) If:
- (i) the Agent or the US Agent (as the case may be) determines (which determination shall be conclusive absent manifest error), or the Borrowers or the Majority Lenders notify the Agent or the US Agent (as applicable) that the Borrower or Majority Lenders (as applicable) have determined that:
- (A) adequate and reasonable means do not exist for ascertaining LIBOR, including because the “LIBOR01 Page” of the Reuters Money Rates Service (or any successor source from time to time for such rate) (the “**LIBOR Screen Rate**”) is not available or published on a current basis for an Advance in US Dollars or for the applicable Interest Period and such circumstances are unlikely to be temporary;
 - (B) the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over the administrator of the LIBOR Screen Rate has made a public statement identifying a specific date after which the LIBOR Screen Rate will permanently or indefinitely cease to be made available or permitted to be used for determining the interest rate of loans;
 - (C) a Governmental Authority having jurisdiction over the Agent or the US Agent, as applicable, has made a public statement identifying a specific date after which the LIBOR rate or the LIBOR Screen Rate shall no longer be permitted to be used for determining the interest rate of loans (each such specific date in paragraph (B) above and in this paragraph (C) a “**LIBOR Scheduled Unavailability Date**”); or
 - (D) syndicated loans currently being executed, or that include language similar to that contained in this Section 10.2(e), are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the LIBOR rate,

then reasonably promptly after such determination by the Agent or US Agent, as applicable, or receipt by the Agent or US Agent of such notice, as applicable, the Agent or US Agent and the Borrowers may mutually agree upon a successor rate to the LIBOR rate, and the Agent or US Agent and the Borrowers may amend this Agreement to replace the LIBOR rate with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar US Dollars denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a “**LIBOR Successor Rate**”), together with any proposed LIBOR Successor Rate conforming changes and any such amendment shall become effective at 5:00 p.m. (Toronto time) on the fifth Business Day after the Agent or US Agent, as applicable, shall have posted such proposed amendment to all Canadian Lenders or US Lenders, as the case may be, and the Borrowers unless, prior to such time, Canadian Lenders or US Lenders, as applicable, comprising the Majority

Lenders have delivered to the Agent or US Agent, as applicable, written notice that such Majority Lenders do not accept such amendment;

- (ii) no LIBOR Successor Rate has been determined and the circumstances under Section 10.2(e)(i)(A) above exist or a LIBOR Scheduled Unavailability Date has occurred (as applicable), then:
 - (A) the Agent or US Agent, as applicable, will promptly so notify the Borrowers and each Canadian Lender or US Lender, as the case may be, and thereafter, the obligation of such Lenders to make or maintain LIBOR Advances shall be suspended (to the extent of the affected LIBOR Advances or Interest Periods); and
 - (B) upon receipt of such notice, a Borrower may revoke any pending request for an Advance of, conversion to or rollover of LIBOR Advances (to the extent of the affected LIBOR Advances or Interest Periods) or, failing that, will be deemed to have converted such request into a request for an Advance of Base Rate Advances in the amount specified therein; and
- (iii) notwithstanding anything else herein, any definition of the LIBOR Successor Rate (exclusive of any margin) shall provide that in no event shall such LIBOR Successor Rate be less than zero for the purposes of this Agreement.”

1.8 **Replacement of Appendix A.** Appendix A (Lenders’ Commitments) to the Credit Agreement is deleted and replaced with Appendix A in the form attached to this Agreement.

ARTICLE 2 GENERAL

2.1 **Conditions to Effectiveness.** Notwithstanding the date of this agreement, this agreement shall not become effective until the date (the “**Effective Date**”) on which the following conditions have been fulfilled:

- (a) this agreement has been executed by both Borrowers, by the requisite Lenders in respect of each amendment in accordance with Section 12.2 of the Credit Agreement (or by the Agent on their behalf pursuant to a consent signed by each such Lender), by the Canadian Swingline Lender, by the Agent and by the US Agent;
- (b) each of the Borrowers shall have provided to the Agent a certificate of an Authorized Officer of such Borrower satisfactory to the Agent and Lenders’ Counsel confirming its charter documents, attaching documents evidencing all necessary corporate action of it with respect to this agreement, and certifying the names and true signatures of its officers authorized to sign this agreement; and
- (c) the Agent shall have received an opinion of Canadian and US counsel for the Borrowers addressed to the Lenders and Lenders’ Counsel in respect of this

agreement and otherwise substantially in the respective forms attached as Schedules 5 and 6 to the Credit Agreement, as applicable.

2.2 **Confirmation of Credit Agreement.** The Credit Agreement, as amended by this agreement, is hereby confirmed.

2.3 **Governing 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.

2.4 **Successors and Assigns.** This agreement shall enure to the benefit of and be binding upon the parties to the Credit Agreement and their respective successors and assigns.

2.5 **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument, and any executed counterpart may be delivered by facsimile, by transmission of a pdf or scanned copy or by similar means of recorded communication.

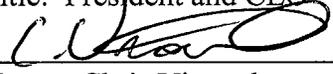
[Execution pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers, as of the date first above written.

WEST FRASER TIMBER CO. LTD.

By:  _____

Name: Raymond W. Ferris
Title: President and CEO

By:  _____

Name: Chris Virostek
Title: Vice-President, Finance and CFO

WEST FRASER (USA), INC.

By: _____

Name:
Title:

By: _____

Name:
Title:

THE TORONTO-DOMINION BANK,
as Administration Agent

By: _____

Name:
Title:

TORONTO DOMINION (TEXAS) LLC,
as US Agent

By: _____

Name:
Title:

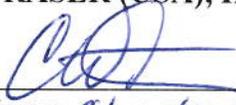
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers, as of the date first above written.

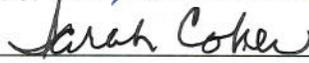
WEST FRASER TIMBER CO. LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

WEST FRASER (USA), INC.

By:  _____
Name: Charles Watkins
Title: VP, US Manufacturing

By:  _____
Name: Sarah Coker
Title: Secretary / Treasurer

THE TORONTO-DOMINION BANK,
as Administration Agent

By: _____
Name:
Title:

TORONTO DOMINION (TEXAS) LLC,
as US Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers, as of the date first above written.

WEST FRASER TIMBER CO. LTD.

By: _____
Name:
Title:

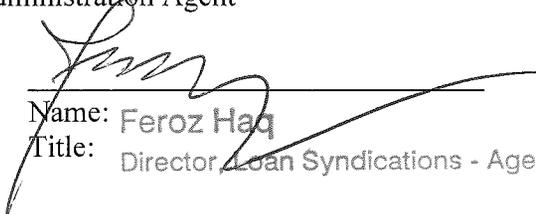
By: _____
Name:
Title:

WEST FRASER (USA), INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

THE TORONTO-DOMINION BANK,
as Administration Agent

By:  _____
Name: Feroz Haq
Title: Director Loan Syndications - Agency

TORONTO DOMINION (TEXAS) LLC,
as US Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers, as of the date first above written.

WEST FRASER TIMBER CO. LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

WEST FRASER (USA), INC.

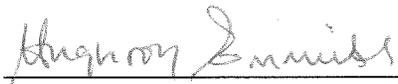
By: _____
Name:
Title:

By: _____
Name:
Title:

THE TORONTO-DOMINION BANK,
as Administration Agent

By: _____
Name:
Title:

TORONTO DOMINION (TEXAS) LLC,
as US Agent

By: 
Name: Hughroy Enniss
Title: Authorized Signatory

CANADIAN LENDERS AND ACQUISITION FACILITY LENDERS

THE TORONTO-DOMINION BANK,
as Canadian Lender, Acquisition Facility Lender and Canadian
Swingline Lender

By: _____
Name:  **Rahim Kabani**
Title: **Managing Director**

By: _____
Name:  **Ben Montgomery**
Title: **Director**

ROYAL BANK OF CANADA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

THE BANK OF NOVA SCOTIA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CANADIAN LENDERS AND ACQUISITION FACILITY LENDERS

THE TORONTO-DOMINION BANK,
as Canadian Lender, Acquisition Facility Lender and Canadian
Swingline Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA

By: 
Name:
Title:

BALJIT MANN
Authorized Signatory

By: 
Name:
Title: **CURTIS STANDERWICK**
Authorized Signatory

BANK OF MONTREAL

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN LENDERS AND ACQUISITION FACILITY LENDERS

THE TORONTO-DOMINION BANK,
as Canadian Lender, Acquisition Facility Lender and Canadian
Swingline Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF MONTREAL

By:  _____
Name: Ben Rough
Title: Director

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN LENDERS AND ACQUISITION FACILITY LENDERS

THE TORONTO-DOMINION BANK,
as Canadian Lender, Acquisition Facility Lender and Canadian
Swingline Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA

By: _____
Name:
Title:

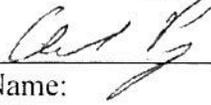
By: _____
Name:
Title:

BANK OF MONTREAL

By: _____
Name:
Title:

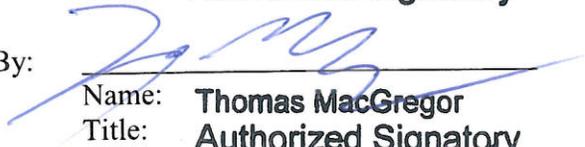
THE BANK OF NOVA SCOTIA

By:  _____
Name:
Title: **Kurt R. Foellmer**
Director

By:  _____
Name:
Title: **Andrew Pryor**
Associate

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: **Zee Noorani**
Title: **Authorized Signatory**

By: 
Name: **Thomas MacGregor**
Title: **Authorized Signatory**

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

FEDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

By: _____
Name:
Title:

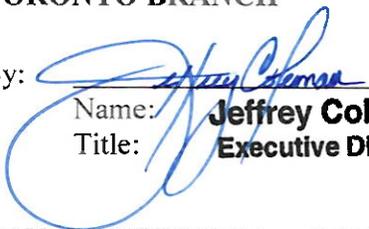
By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By:  _____
Name: **Jeffrey Coleman**
Title: **Executive Director**

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

FEDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name: **John Cherian**
Title: **AVP, Corporate Lending**

By: _____
Name: **George Bawden**
Title: **Vice President, Corporate & Real Estate Lending**

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

FEDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: 
Name: **Michael Thomas**
Title: **Director**

By: 
Name: **Kateryna Guay**
Title: **Associate Director**

FEDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

By: _____
Name:
Title:

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH**

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

FEDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

By: 
Name: Oliver Sumugod
Title: Director

By: 
Name: Matt van Remmen
Title: Managing Director

US LENDERS

**THE TORONTO-DOMINION BANK,
NEW YORK BRANCH**

By: 
Name: Hughroy Enniss
Title: Authorized Signatory

ROYAL BANK OF CANADA

By: _____
Name:
Title:

BANK OF MONTREAL, CHICAGO BRANCH

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

US LENDERS

**THE TORONTO-DOMINION BANK,
NEW YORK BRANCH**

By: _____
Name:
Title:

ROYAL BANK OF CANADA

By: 
Name:
Title: **BALJIT MANN**
Authorized Signatory

BANK OF MONTREAL, CHICAGO BRANCH

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

US LENDERS

**THE TORONTO-DOMINION BANK,
NEW YORK BRANCH**

By: _____
Name:
Title:

ROYAL BANK OF CANADA

By: _____
Name:
Title:

BANK OF MONTREAL, CHICAGO BRANCH

By:  _____
Name: Brian L. Banke
Title: Managing Director

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

US LENDERS

**THE TORONTO-DOMINION BANK,
NEW YORK BRANCH**

By: _____
Name:
Title:

ROYAL BANK OF CANADA

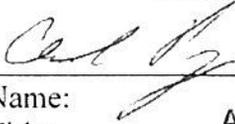
By: _____
Name:
Title:

BANK OF MONTREAL, CHICAGO BRANCH

By: _____
Name:
Title:

THE BANK OF NOVA SCOTIA

By:  _____
Name: **Kurt R. Foellmer**
Title: **Director**

By:  _____
Name: **Andrew Pryor**
Title: **Associate**

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: **Zee Noorani**
Title: **Authorized Signatory**

By: _____
Name: **Thomas MacGregor**
Title: **Authorized Signatory**

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

DESJARDINS FLORIDA BRANCH

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Lisa Whalley
Title: Managing Director

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

DESJARDINS FLORIDA BRANCH

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:  **John Cherian**
Title: **AVP, Corporate Lending**

By:  _____
Name: **George Bawden**
Title: **Vice President, Corporate & Real Estate Lending**

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

DESJARDINS FLORIDA BRANCH

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By:  _____
Name: Michael Thomas
Title: Director

By:  _____
Name: Kateryna Guay
Title: Associate Director

DESJARDINS FLORIDA BRANCH

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

CANADIAN WESTERN BANK

By: _____
Name:
Title:

ATB FINANCIAL

By: _____
Name:
Title:

By: _____
Name:
Title:

DESJARDINS FLORIDA BRANCH

By:  _____
Name: Michel Brouillet
Title: Branch Manager

APPENDIX A

PART 1 – CANADIAN LENDERS AND LENDERS' COMMITMENTS CANADIAN FACILITY (WFT as Borrower)

| Lenders | Swingline Commitment | Balance of Canadian Facility | Total Commitment under Canadian Facility |
|--|----------------------|------------------------------|---|
| | Cdn \$ | Cdn \$ | Cdn \$ |
| The Toronto-Dominion Bank | \$ 50,000,000 | \$ 65,000,000 | \$ 115,000,000 |
| Royal Bank of Canada | \$ 0 | \$ 99,000,000 | \$ 99,000,000 |
| Bank of Montreal | \$ 0 | \$ 99,000,000 | \$ 99,000,000 |
| The Bank of Nova Scotia | \$ 0 | \$ 99,000,000 | \$ 99,000,000 |
| Canadian Imperial Bank of Commerce | \$ 0 | \$ 50,000,000 | \$ 50,000,000 |
| JPMorgan Chase Bank, N.A., Toronto Branch | \$ 0 | \$ 50,000,000 | \$ 50,000,000 |
| Canadian Western Bank | \$ 0 | \$ 46,000,000 | \$ 46,000,000 |
| ATB Financial | \$ 0 | \$ 46,000,000 | \$ 46,000,000 |
| Fédération des caisses Desjardins du Québec | \$ 0 | \$ 46,000,000 | \$ 46,000,000 |
| Total: | \$ 50,000,000 | \$600,000,000 | \$650,000,000 |

**PART 2 – US LENDERS AND LENDERS’ COMMITMENTS
US FACILITY (WFUS as Borrower)**

| Lenders | Commitment under US Facility |
|--|-------------------------------------|
| | Cdn \$ |
| The Toronto-Dominion Bank, New York Branch | \$ 35,000,000 |
| Royal Bank of Canada | \$ 31,000,000 |
| Bank of Montreal, Chicago Branch | \$ 31,000,000 |
| The Bank of Nova Scotia | \$ 31,000,000 |
| Canadian Imperial Bank of Commerce | \$ 15,000,000 |
| JPMorgan Chase Bank, N.A. | \$ 15,000,000 |
| Canadian Western Bank | \$ 14,000,000 |
| ATB Financial | \$ 14,000,000 |
| Desjardins Florida Branch | \$ 14,000,000 |
| Total: | \$ 200,000,000 |

Note: Commitments under the US Facility are expressed in Canadian dollars, but WFUS may borrow only by way of advances in US dollars.

PART 3 – ACQUISITION FACILITY LENDERS AND LENDERS’ COMMITMENTS
ACQUISITION FACILITY (WFT as Borrower)

| Lenders | Commitment under Acquisition Facility |
|---|--|
| | US \$ |
| The Toronto-Dominion Bank | \$ 40,000,000 |
| Royal Bank of Canada | \$ 27,500,000 |
| Bank of Montreal | \$ 27,500,000 |
| The Bank of Nova Scotia | \$ 27,500,000 |
| Canadian Imperial Bank of Commerce | \$ 27,500,000 |
| JPMorgan Chase Bank, N.A., Toronto Branch | \$ 20,000,000 |
| Canadian Western Bank | \$ 10,000,000 |
| ATB Financial | \$ 10,000,000 |
| Fédération des caisses Desjardins du Québec | \$ 10,000,000 |
| Total: | \$ 200,000,000 |

PART 4 – SUMMARY OF LENDERS’ COMMITMENTS

| Lenders | Total Canadian Facility Commitment | Total US Facility Commitment | Total Canadian Facility and US Facility Commitment | | Total Acquisition Facility Commitment | |
|---|------------------------------------|------------------------------|--|-------------|---------------------------------------|-------------|
| | Cdn \$ | Cdn \$ | Cdn \$ | % | US \$ | % |
| The Toronto-Dominion Bank | \$ 115,000,000 | \$ 35,000,000 | \$ 150,000,000 | 17.6% | \$ 40,000,000 | 20.0% |
| Royal Bank of Canada | \$ 99,000,000 | \$ 31,000,000 | \$ 130,000,000 | 15.3% | \$ 27,500,000 | 13.8% |
| Bank of Montreal | \$ 99,000,000 | \$ 31,000,000 | \$ 130,000,000 | 15.3% | \$ 27,500,000 | 13.8% |
| The Bank of Nova Scotia | \$ 99,000,000 | \$ 31,000,000 | \$ 130,000,000 | 15.3% | \$ 27,500,000 | 13.8% |
| Canadian Imperial Bank of Commerce | \$ 50,000,000 | \$ 15,000,000 | \$ 65,000,000 | 7.6% | \$ 27,500,000 | 13.8% |
| JPMorgan Chase Bank, N.A. | \$ 50,000,000 | \$ 15,000,000 | \$ 65,000,000 | 7.6% | \$ 20,000,000 | 10.0% |
| Canadian Western Bank | \$ 46,000,000 | \$ 14,000,000 | \$ 60,000,000 | 7.1% | \$ 10,000,000 | 5.0% |
| ATB Financial | \$ 46,000,000 | \$ 14,000,000 | \$ 60,000,000 | 7.1% | \$ 10,000,000 | 5.0% |
| Fédération des caisses Desjardins du Québec | \$ 46,000,000 | \$ 14,000,000 | \$ 60,000,000 | 7.1% | \$ 10,000,000 | 5.0% |
| Total: | \$ 650,000,000 | \$ 200,000,000 | \$ 850,000,000 | 100% | \$ 200,000,000 | 100% |

Note: References to Lenders which are Schedule I or II banks under the *Bank Act* (Canada) include the Commitment of their US affiliates that are US Lenders. References to US banks include the Commitments of such banks as Canadian Lenders acting through their Canadian branches as authorized foreign banks.

PART 5 – LENDING OFFICES

| Canadian Lender and Acquisition Facility Lender | Canadian Lending Office | US Lender | US Lending Office |
|--|---|--|--|
| The Toronto-Dominion Bank | 700 West Georgia Street Suite 1700 Vancouver, British Columbia V7Y 1B6 | The Toronto-Dominion Bank, New York Branch | 31 West 52 nd Street 20 th Floor New York, NY 10019 |
| The Bank of Nova Scotia | 720 King Street West 2 nd Floor Toronto, Ontario M5V 2T3 | The Bank of Nova Scotia | 720 King Street West 2 nd Floor Toronto, Ontario M5V 2T3 |
| Bank of Montreal | 885 West Georgia Street Suite 1700 Vancouver, BC V6C 3E8 | Bank of Montreal, Chicago Branch | 111 West Monroe, 23W Chicago, IL 60603 |
| Canadian Imperial Bank of Commerce | 161 Bay Street 8 th Floor Toronto, Ontario M5J 2S8 | Canadian Imperial Bank of Commerce | 161 Bay Street 8 th Floor Toronto, Ontario M5J 2S8 |
| Royal Bank of Canada | 20 King Street West 7 th Floor Toronto, Ontario M5H 1C4 | Royal Bank of Canada | 3 World Financial Center 200 Vesey Street New York, NY 10281-8098 |

| Canadian Lender and Acquisition Facility Lender | Canadian Lending Office | US Lender | US Lending Office |
|--|--|----------------------------|---|
| JPMorgan Chase Bank, N.A., Toronto Branch | 66 Wellington Street West, Suite 4500 TD Bank Tower Toronto, Ontario M5K 1E7 | JP Morgan Chase Bank, N.A. | 10 S. Dearborn 9 th Floor, Suite IL1-0364 Chicago, IL 60603 |
| ATB Financial | 3 rd Floor, 239 - 8 th Ave. S.W. Calgary, Alberta T2P 1B9 | ATB Financial | 3 rd Floor, 239 - 8 th Ave. S.W. Calgary, Alberta T2P 1B9 |
| Fédération des caisses Desjardins du Québec | 1170 Peel St, Suite 600 Montreal, Quebec H3B 0B1 | Desjardins Florida Branch | 1001 East Hallandale Beach Blvd. Hallandale Beach, Florida USA 33009-4429 |
| Canadian Western Bank | Suite 100, 12230 Jasper Avenue Edmonton, Alberta T5N 3K3 | Canadian Western Bank | Suite 100, 12230 Jasper Avenue Edmonton, Alberta T5N 3K3 |