

SUMMARY OF CURRENT DOCUMENT			
Name of Issuing Person or Party	Hickman Motors Limited		
Date of Document	February 7, 2003		
Reference Application	CIT Financial Limited		
Summary of Order/ Relief Sought or Statement of Purpose for Filing	Reply of Hickman Motors Limited to <i>Interlocutory Application</i> (Inter Partes) of CIT Financial Limited, in respect of the following asset of Hickman Equipment:		
	Model	Serial No.	Proceeds
	JD 200LC Excavator	FF0200X501362	\$135,000.00
	JD 330LC Excavator	FF0330X080747	\$199,500.00
	JD 450H Dozer	T0450HX889199	\$127,500.00
	JD 850C Dozer	T0850CX888907	\$160,000.00
Court Sub-File Number	7.32		

2002 01T 0352

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

AND IN THE MATTER OF a Court ordered Receivership of Hickman Equipment (1985) Limited ("Hickman Equipment") pursuant to Rule 25 of the *Rules of the Supreme Court, 1986* under the *Judicature Act*, R.S.N.L. 1990, c. J-4, as amended

AND IN THE MATTER OF the *Bankruptcy and Insolvency Act*, Chapter B-3 of the Revised Statutes of Canada, 1985, as amended (the "BIA")

AFFIDAVIT

I, Gary C. Bishop, of the City of St. John's, in the Province of Newfoundland and Labrador, Chartered Accountant, make oath and say as follows:

1. I am Vice-President, Finance and Chief Financial Officer of Hickman Motors Limited ("Hickman Motors"). From November 2000 up to the amalgamation of Hickman Motors with Hickman Leasing Limited ("Hickman Leasing"), I was a director of Hickman

Leasing. From October 1996 up to the said amalgamation, I was Secretary-Treasurer of Hickman Leasing. From my foregoing roles, I have full knowledge of the facts deposed to herein except where otherwise stated.

2. I have read and understand the foregoing Reply and the contents thereof are true to the best of my knowledge, information and belief.
3. Effective January 1, 2003, Hickman Motors and Hickman Leasing amalgamated pursuant to the provisions of the *Corporations Act* (Newfoundland and Labrador), continuing under the name Hickman Motors Limited.
4. Hickman Leasing was incorporated on December 18, 1987 and up to its amalgamation with Hickman Motors Limited and at all material times hereto, carried on the business of leasing automobiles and other vehicles in the Province of Newfoundland and Labrador.
5. Hickman Leasing and Hickman Equipment were, at all material times hereto, directly or indirectly, wholly-owned subsidiaries of Hickman Holdings Limited, and, at all material times hereto, of their directors, Albert Hickman and Howard Hickman were directors of both companies.
6. For the period December 1996 to February 2001, Hickman Leasing and Hickman Equipment entered into various lease transactions whereby Hickman Leasing leased, in total, 122 vehicles to Hickman Equipment (the "Leased Vehicles").
7. With the exception of certain Leased Vehicles purchased by Hickman Leasing from Hickman Motors Limited, the transactions related to the Leased Vehicles were sale/lease-back arrangements that generally followed the following form:
 - (a) Hickman Leasing purchased one or more vehicles from Hickman Equipment, paying Hickman Equipment an amount determined by Hickman Equipment as its acquisition cost of the said vehicles.

- (b) The purchase was evidenced by a standard form sales invoice issued by Hickman Equipment, naming Hickman Leasing as the purchaser and setting forth the stock number, make and model, serial number, and purchase price of the Leased Vehicles.
- (c) Hickman Leasing paid Hickman Equipment for the Leased Vehicles by cheque made payable to Hickman Equipment and cashed by Hickman Equipment.
- (d) Hickman Leasing generally financed its acquisition of the Leased Vehicles with one of CIBC Equipment Finance Limited, Canadian Imperial Bank of Commerce and General Motors Acceptance Corporation of Canada, Limited (each, individually, a "Lender"), granting security to the Lender in respect of the Leased Vehicle.
- (e) In all but 2 instances, the Leased Vehicles were units of heavy equipment held by Hickman Equipment as part of its vehicle inventory.
- (f) Hickman Leasing did not immediately register its interest in the Leased Vehicle at the Personal Property Registry for the Province of Newfoundland and Labrador but rather relied on any registrations effected by the Lender to protect its interests in the Leased Vehicle.
- (g) On the part of Hickman Leasing, the sale/ lease-back transaction was conducted by me or under my supervision.
- (h) On the part of Hickman Equipment, the sale/ lease-back transaction was conducted by or under the supervision of one or more of the management staff of Hickman Equipment, namely William Parsons, Gary Hillyard, and John King. To the best of my knowledge, information and belief, these individuals at Hickman Equipment were generally involved in sale and lease-back arrangements entered into by Hickman Equipment.

8. At all material times, it was my understanding that Hickman Equipment was a viable, profitable company able to pay its obligations when same became due, and that the transactions involving the Leased Vehicles were conducted as part of the ordinary course of the business of Hickman Equipment and Hickman Leasing.
9. In respect of Leased Vehicles that were heavy equipment, it was my understanding that the purpose of the sale / lease-back transactions was to finance the acquisition and holding of inventory of Hickman Equipment. To the best of my knowledge, information and belief, it was common for Hickman Equipment to finance its inventory in this manner.
10. Hickman Leasing's intent was to generate positive cash flow in respect of the Leased Vehicles, charging Hickman Equipment a higher rate of interest than that paid by Hickman Leasing to the Lenders, and, in addition, to benefit from the ability to claim capital cost allowances in respect of the Leased Vehicles.
11. At the time of Hickman Leasing's purchase of the Leased Vehicles, based on discussions with the management staff of Hickman Equipment, I understood, and at that time did verily believe, that:
 - (a) At the time of the sale of the Leased Vehicles by Hickman Equipment to Hickman Leasing, the Leased Vehicles were not subject to any specific security interests.
 - (b) In particular, the sale of the Leased Vehicles did not constitute a breach of any security agreement entered into by Hickman Equipment; and
 - (c) By paying the purchase price to Hickman Equipment, Hickman Leasing was acquiring title to the Leased Vehicles unencumbered by any security interests.
12. I repeat the foregoing paragraph hereof and state that to the best of my knowledge, information and belief, the other directors of Hickman Leasing had no knowledge contrary to the statements therein.

13. Thirty-five Leased Vehicles were believed by Hickman Leasing to be in the possession of Hickman Equipment as of January 1, 2002. From my review of the records generated by the Receiver of Hickman Equipment, I understand that 13 are no longer in the possession of Hickman Equipment, having been sold by Hickman Equipment to third parties without the knowledge or consent of Hickman Leasing and without payment to Hickman Leasing of the value of the Leased Vehicles or the amounts due under the lease agreements.
14. In respect of the HML Vehicles described in Paragraph 2 of the within Reply:
 - (a) Hickman Leasing purchased the HML Vehicles from Hickman Equipment, together with five other vehicles, on or about December 29, 2000. Attached hereto as Exhibit "A" is a copy of the sales invoice issued by Hickman Equipment in respect of the HML Vehicles.
 - (b) Hickman Leasing paid for the HML Vehicles and the five other vehicles listed on the said sales invoice by two cheques in the amounts of, respectively, \$990,0000 and \$970,135 dated December 29, 2000 payable to Hickman Equipment and cashed by Hickman Equipment. Attached hereto as Exhibit "B" are copies of the cancelled cheques, evidencing payment of the purchase price to Hickman Equipment.
 - (c) Effective January 1, 2001, Hickman Leasing leased the HML Vehicles to Hickman Equipment pursuant to Hickman Leasing's standard form lease agreement. Attached hereto as Exhibit "C" are copies of the said leases, executed in each case on behalf of Hickman Leasing by your deponent and on behalf of Hickman Equipment by John King, in his capacity as Sales Manager at Hickman Equipment, and Gary Hillyard, in his capacity as Chief Financial Officer at Hickman Equipment.

- (d) Hickman Leasing, in turn, obtained financing of the HML Vehicles from CIBC Equipment Finance Limited, granting security in the HML Vehicles to CIBC Equipment Finance Limited.
- (e) Hickman Leasing has received no payments from Hickman Equipment pursuant to the said leases subsequent to the regular monthly lease payment due and payable on January 1, 2002.
- (f) On January 25, 2002, Hickman Leasing registered a financing statement at the Personal Property Registry for the Province of Newfoundland and Labrador in respect of its interest in the HML Vehicles. Attached hereto as Exhibit "D" is a copy of the Verification Statement, Registration No. 1567165, issued in respect of the said registration.
- (g) But for the Receivership of Hickman Equipment, pursuant to the terms of the said lease, Hickman Leasing (now Hickman Motors Limited) is entitled to, *inter alia*, take possession of and sell or otherwise dispose of the HML Vehicles.

15. I make this my affidavit in support of the Reply filed by Hickman Motors Limited in the within application seeking an Order from this Honourable Court approving, subject to any interest claimed by CIBC Equipment Finance Limited, the payment by the Receiver to Hickman Motors of the proceeds from the sale of the HML Vehicles.

SWORN TO at St. John's, in the
Province of Newfoundland and
Labrador, this 7th day of
February, 2003, before me:


Griffith Robt

)
)
)
)
)
)
)


GARY C. BISHOP

This is Exhibit "A"
To the Affidavit of
Gary C. Bishop
Sworn before me
This 7th day of February,

2003

Gifford *PKR*



HICKMAN EQUIPMENT (1985) LIMITED

P.O. BOX 820 MT. PEARL, NFLD. A1N 3C8
TELEPHONE: (709) 368-9660, FAX (709) 368-1146

R
A
N
C
H
E
S

TELEPHONE: (709) 489-2561 FAX: (709) 489-7243
P.O. BOX 1074, CORNER BROOK, NFLD. A2H 6G3
TELEPHONE: (709) 634-3161 FAX: (709) 634-5889
P.O. BOX 860, STN "C", GOOSE BAY, LAB. NF. A0P 1S0
TELEPHONE: (709) 896-8666 FAX: (709) 896-8999
P.O. BOX 219, WABUSH, NFLD. A0R1B0
TELEPHONE: (709) 282-3638 FAX: (709) 282-3355

SAME AS BELOW

HICKMAN LEASING LTD
KENMOUNT ROAD
ST JOHN'S, NFLD

Branch 01 - MOUNT PEARL		
Date 12/29/2000	Time 12:07:39 (O)	Page 1
Account No. HICKM009	Phone No. 7097266990	Invoice No. 01 000698
Ship Via		Purchase Order
Sales Tax License No.		Federal Exemption No.
		Salesperson WEP

DESCRIPTION

DESCRIPTION	AMOUNT	Fold
Stock #: C000659 Serial #: FF0200X501362 ONE ONLY JOHN DEERE 200-LC EXCAVATOR	827 195716.34	
Stock #: C000738 Serial #: FF0200X501391 ONE ONLY JOHN DEERE 200-LC EXCAVATOR	828 192385.00	
Stock #: C000775 Serial #: FF0200X501453 ONE ONLY JOHN DEERE 200-LC EXCAVATOR	829 192385.00	
Stock #: C000772 Serial #: FF0330X080747 ONE ONLY JOHN DEERE 330LC EXCAVATOR	830 304140.88	
Stock #: C000660 Serial #: T0450HX889199 ONE ONLY JOHN DEERE 450H CRAWLER DOZER	831 111871.16	
Stock #: C000656 Serial #: T0850CX888907 ONE ONLY JOHN DEERE 850C CRAWLER DOZER	832 288309.75	
Stock #: C000776 Serial #: DWTC62H577315 ONE ONLY JOHN DEERE TC62H T. C. LOADER	833 190153.54	
Stock #: C000344 Serial #: DWTC54H575868 ONE ONLY JOHN DEERE TC54H TOOL CARRIER	834 150018.41	
Stock #: C000293 Serial #: 551028-64 ONE ONLY BLAW-KNOX PF-5510 PAVER	835 335154.92	

ALL FINANCED THROUGH
CIBC EQUIP. FINANCE

PAID
CH # 4455+
4454

Subtotal: 1960135.00
Total: 1960135.00

G.S.T./H.S.T. REGISTRATION NO. R102345758

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including and implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the said products. Any limitation contained herein does not apply where prohibited by law. Title to goods described remain in Vendor's name until fully paid.

GOODS RECEIVED BY _____

This is Exhibit "B"
To the Affidavit of
Gary C. Bishop
Sworn before me
This 7th day of February,
2003

A handwritten signature in black ink, appearing to read "Gary C. Bishop", written over the printed name and date.

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

HICKMAN LEASING LIMITED
P.O. BOX 8340
ST. JOHN'S, NEWFOUNDLAND A1B 3M7

0004455

DATE December 29/00

PAY TO THE
ORDER OF

Hickman Equipment (1985) Ltd.

REGISTERED 38P16113 99 000000 DOLLARS 00 CTS

/100
DOLLARS

\$ 990,000.00

RE



Canadian Imperial Bank of Commerce
215 WATER STREET
ATLANTIC PLACE
ST. JOHN'S, NFLD. A1C 5J9

HICKMAN LEASING LIMITED

PER

[Signature]

⑈004455⑈ ⑆00063⑈010⑆ 45⑈05816⑈

⑈0099000000⑈

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE REVERSE

HICKMAN LEASING LIMITED
P.O. BOX 8340
ST. JOHN'S, NEWFOUNDLAND A1B 3M7

0004456

DATE Dec. 29, 2000

PAY TO THE
ORDER OF

Hickman Equipment Ltd.

REGISTERED 38P16113 97 0135 DOLLARS 00 CTS

/100
DOLLARS

\$ 970,135.00

RE



Canadian Imperial Bank of Commerce
215 WATER STREET
ATLANTIC PLACE
ST. JOHN'S, NFLD. A1C 5J9

HICKMAN LEASING LIMITED

PER

[Signature]

⑈004456⑈ ⑆00063⑈010⑆ 45⑈05816⑈

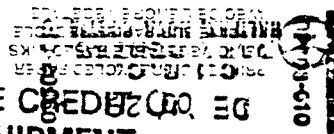
⑈0097013500⑈

U863	92552	09503-010	03503-010
CANADIAN IMPERIAL BANK OF COMMERCE		MONTREAL	
DEC 29 1950			

DEPOSIT TO THE CREDIT OF
HICKMAN EQUIPMENT
(1935) LIMITED

NOT NEGOTIABLE
 AT TIME OF PRESENTATION
 PLEASE CALL COLLECT 709-368-8860

11000201

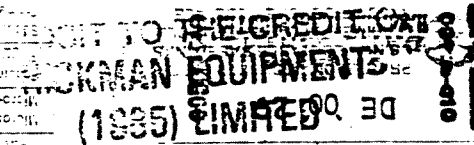


U863	92553	09503-010	03503-010
CANADIAN IMPERIAL BANK OF COMMERCE		MONTREAL	
DEC 29 1950			

DEPOSIT TO THE CREDIT OF
HICKMAN EQUIPMENT
(1935) LIMITED

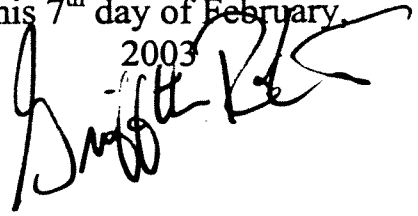
NOT NEGOTIABLE
 AT TIME OF PRESENTATION
 PLEASE CALL COLLECT 709-368-8860

08100201



This is Exhibit "C"
To the Affidavit of
Gary C. Bishop
Sworn before me
This 7th day of February,

2003

A handwritten signature in black ink, appearing to be "D. Smith", written over the date "2003".

P.O. BOX 8340
ST. JOHN'S, NFLD., CANADA
A1B 3N7
PHONE (709) 726-6990
FAX (709) 726-0706

HICKMAN LEASING LIMITED

85 KENMOUNT ROAD

• LESSOR •

CUSTOMER NO. 519723	LEASE NO. 827
PRESENTLY LEASING THROUGH HICKMAN LEASING <input checked="" type="checkbox"/> YES - CUSTOMER NO. <input type="checkbox"/> NO	

LEGAL NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
LESSEE NAME HICKMAN EQUIPMENT (1985) Ltd.	NAME		
ADDRESS P.O. Box 820 Mount Pearl, NF A1N 3C8	ADDRESS		
POSTAL CODE	TELEPHONE NO	POSTAL CODE	TELEPHONE NO
CONTACT	SALESMAN		
BANK	EQUIPMENT LOCATION	ADDRESS	
ADDRESS	YEARS IN BUSINESS		

EQUIPMENT TO BE LEASED	
NO. OF UNITS	DESCRIPTION: Model No., Serial No., or other Description
1	JOHN DEERE 200-LC EXCAVATOR Serial # FF0200X501362
LEASE END VALUE: \$0.00	

TERMS OF PAYMENT (TOTAL RENTAL PAYMENT SUBJECT TO ANY PROVINCIAL SALES TAX % CHANGES)					TOTAL LEASE PAYMENT
ORIGINAL TERM NO. OF MONTHS	NUMBER OF RENTAL PAYMENTS	PAYMENT AMOUNT EXCLUDING P.S.T.	PROVINCIAL SALES TAX	GST TAX	
42		\$5,645.76	\$0.00	\$0.00	\$5,645.76

COMMENCEMENT DATE: January 01, 2001

TERMS AND CONDITIONS OF LEASE

ACKNOWLEDGE - Lessee hereby leases from Lessor and Lessor leases to Lessee the personal property described above together with any parts and accessories relating thereto or affixed (all herein referred to as the Equipment) upon the terms and conditions set forth herein.

The Lessee hereby acknowledge, consents and agrees to the assignment of this Lease to a Third party and to remit all rental fees and appropriate taxes to said party upon receipt of invoice, which receipt shall constitute notice of said assignment. In this Agreement the term Lessor includes HICKMAN Leasing or in the event of an assignment of this Agreement by HICKMAN Leasing, its Assignee.

INITIAL

SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS WHICH ARE PART OF THIS LEASE.

its Lessor to purchase the above-described Equipment from the Supplier and to lease said equipment to Lessee upon the terms and conditions of the within lease; and upon written acceptance hereof, sign an authorized employee of Lessor in the space provided below, agrees to lease said equipment. The undersigned agree to all the terms and conditions of such lease as set forth above and on the reverse side hereof hereby execute this lease.

LEASING LIMITED

SIGNATURE

MAN 2001

AS FOR OFFICE USE ONLY.

FULL LEGAL NAME OF LESSEE

HICKMAN EQUIPMENT (1985) L.

THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE CONTRACT

BY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

AFFIX CORPORATE SEAL

P.O. BOX 8340
ST. JOHN'S, NFLD., CANADA
A1B 3N7

PHONE (709) 726-6990
FAX (709) 726-0706

HICKMAN LEASING LIMITED

85 KENMOUNT ROAD

• LESSOR •

CUSTOMER NO. 519723	LEASE NO. 830
PRESENTLY LEASING THROUGH HICKMAN LEASING <input checked="" type="checkbox"/> YES - CUSTOMER NO. <input type="checkbox"/> NO	

LEGAL NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
LESSEE NAME	HICKMAN EQUIPMENT (1985) Ltd.	NAME	
ADDRESS	P.O. Box 820 Mount Pearl, NF A1N 3C8	ADDRESS	
POSTAL CODE	TELEPHONE NO.	POSTAL CODE	TELEPHONE NO.
CONTACT		SALESMAN	
BANK		EQUIPMENT LOCATION	ADDRESS
ADDRESS		YEARS IN BUSINESS	

EQUIPMENT TO BE LEASED

NO. OF UNITS	DESCRIPTION: Model No., Serial No., or other Description
1	JOHN DEERE 330-LC EXCAVATOR Serial # FF0330X080747
LEASE END VALUE: \$0.00	

TERMS OF PAYMENT (TOTAL RENTAL PAYMENT SUBJECT TO ANY PROVINCIAL SALES TAX % CHANGES)

ORIGINAL TERM NO. OF MONTHS	NUMBER OF RENTAL PAYMENTS	PAYMENT AMOUNT EXCLUDING P.S.T.	PROVINCIAL SALES TAX	GST TAX	TOTAL LEASE PAYMENT
42		\$8,773.44	\$0.00	\$0.00	\$8,773.44

COMMENCEMENT DATE: **January 01, 2001**

TERMS AND CONDITIONS OF LEASE

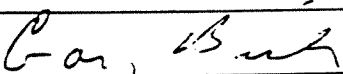

ACKNOWLEDGE - Lessee hereby leases from Lessor and Lessor leases to Lessee the personal property described above together with any parts and accessories relating thereto or affixed (all herein referred to as the Equipment) upon the terms and conditions set forth herein.

The Lessee hereby acknowledges, consents and agrees to the assignment of this Lease to a Third party, and to remit all rental fees and appropriate taxes to said party upon receipt of invoice, which receipt shall constitute notice of said assignment. In this Agreement, the term Lessor includes HICKMAN Leasing or, in the event of an assignment of this Agreement by HICKMAN Leasing, its Assignee.

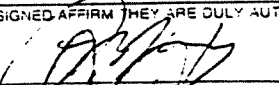
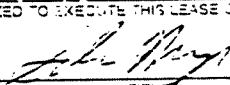
INITIAL

SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS WHICH ARE PART OF THIS LEASE.

Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said equipment to Lessee upon the terms and conditions of the within lease, and upon written acceptance hereof, signed by Lessor's office or an authorized employee of Lessor in the space provided below, agrees to lease said equipment. The undersigned agree to all the terms and conditions of such lease as set forth above and on the reverse side hereof and in consideration thereof hereby execute this lease.

HICKMAN LEASING LIMITED
BY 
AUTHORIZED SIGNATURE 
DATE March 2001

NOTE: SHADED AREAS FOR OFFICE USE ONLY.

FULL LEGAL NAME OF LESSEE HICKMAN EQUIPMENT (1985) L	
THE UNDERSIGNED AFFIRM THEY ARE ONLY AUTHORIZED TO EXECUTE THIS LEASE CONTRACT	
BY 	
AUTHORIZED SIGNATURE	TITLE CFO
AUTHORIZED SIGNATURE	TITLE

AFFIX CORPORATE SEAL

P.O. BOX 8340
ST. JOHN'S, NFLD., CANADA
A1B 3N7

PHONE (709) 726-6990
FAX (709) 726-0706

HICKMAN LEASING LIMITED

85 KENMOUNT ROAD

• LESSOR •

CUSTOMER NO. 519723	LEASE NO. 831
PRESENTLY LEASING THROUGH HICKMAN LEASING <input checked="" type="checkbox"/> YES - CUSTOMER NO <input type="checkbox"/> NO	

LEGAL NAME AND ADDRESS OF LESSEE		SUPPLIER OF EQUIPMENT	
LESSEE NAME	HICKMAN EQUIPMENT (1985) Ltd.	NAME	
ADDRESS	P.O. Box 820 Mount Pearl, NF A1N 3C8	ADDRESS	
POSTAL CODE	TELEPHONE NO.	POSTAL CODE	TELEPHONE NO.
CONTACT		SALESMAN	
BANK		EQUIPMENT LOCATION	ADDRESS
ADDRESS		YEARS IN BUSINESS	

EQUIPMENT TO BE LEASED	
NO. OF UNITS	DESCRIPTION: Model No., Serial No., or other Description
1	JOHN DEERE 450H CRAWLER DOZER Serial # T0450HX889199
LEASE END VALUE: \$0.00	

TERMS OF PAYMENT (TOTAL RENTAL PAYMENT SUBJECT TO ANY PROVINCIAL SALES TAX % CHANGES)					TOTAL LEASE PAYMENT
ORIGINAL TERM NO. OF MONTHS	NUMBER OF RENTAL PAYMENTS	PAYMENT AMOUNT EXCLUDING P.S.T.	PROVINCIAL SALES TAX	GST TAX	
42		\$3,227.11	\$0.00	\$0.00	\$3,227.11

COMMENCEMENT DATE: **January 01, 2001**

TERMS AND CONDITIONS OF LEASE

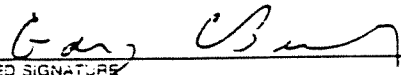
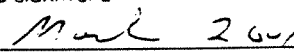
ACKNOWLEDGE - Lessee hereby leases from Lessor and Lessor leases to Lessee the personal property described above together with any parts and accessories relating thereto or affixed (all herein referred to as the Equipment) upon the terms and conditions set forth herein.

The Lessee hereby acknowledge, consents and agrees to the assignment of this lease to a Third party, and to remit all rental fees and appropriate taxes to said party upon receipt of invoice, which receipt shall constitute notice of said assignment. In this Agreement, the term Lessor includes HICKMAN Leasing Ltd. in the event of an assignment of this Agreement by HICKMAN Leasing, its Assignee.

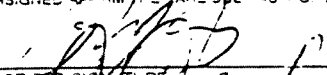
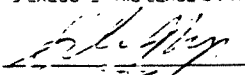
INITIAL

SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS WHICH ARE PART OF THIS LEASE.

Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said equipment to Lessee upon the terms and conditions of the within lease and upon written acceptance hereof signed by Lessor's office by an authorized employee of Lessor in the space provided below agrees to lease said equipment. The undersigned agree to be the terms and conditions of such lease as set forth above and on the reverse side and in consideration thereof hereby execute this lease.

HICKMAN LEASING LIMITED
BY 
AUTHORIZED SIGNATURE 
DATE

NOTE: SHADED AREAS FOR OFFICE USE ONLY.

FULL LEGAL NAME OF LESSEE HICKMAN EQUIPMENT (1985) LTD.	
THE UNDERSIGNED AFFIRM THEY ARE DULY AUTHORIZED TO EXECUTE THIS LEASE CONTRACT	
BY 	
AUTHORIZED SIGNATURE	TITLE
AUTHORIZED SIGNATURE	

AFFIX CORPORATE SEAL

P.O. BOX 8340
ST. JOHN'S, NFLD., CANADA
A1B 3N7

PHONE (709) 726-6990
FAX (709) 726-0706

HICKMAN LEASING LIMITED

85 KENMOUNT ROAD

• LESSOR •

CUSTOMER NO.
519723

LEASE NO.
832

PRESENTLY LEASING
THROUGH HICKMAN LEASING

YES - CUSTOMER NO. NO
☒ ☐

LEGAL NAME AND ADDRESS OF LESSEE

SUPPLIER OF EQUIPMENT

LESSEE
NAME
HICKMAN EQUIPMENT (1985) Ltd.

NAME

ADDRESS
P.O. Box 820
Mount Pearl, NF A1N 3C8

ADDRESS

POSTAL CODE
TELEPHONE NO.

POSTAL CODE
TELEPHONE NO.

CONTACT

SALESMAN

BANK

EQUIPMENT
LOCATION
ADDRESS

ADDRESS

YEARS IN
BUSINESS

EQUIPMENT TO BE LEASED

NO. OF UNITS

DESCRIPTION: Model No., Serial No., or other Description

1

JOHN DEERE 850C CRAWLER DOZER

Serial # T0850CX888907

LEASE END VALUE: \$0.00

TERMS OF PAYMENT (TOTAL RENTAL PAYMENT SUBJECT TO ANY PROVINCIAL SALES TAX % CHANGES)

ORIGINAL TERM NO. OF MONTHS	NUMBER OF RENTAL PAYMENTS	PAYMENT AMOUNT EXCLUDING P.S.T.	PROVINCIAL SALES TAX	GST TAX	TOTAL LEASE PAYMENT
42		\$8,316.76	\$0.00	\$0.00	\$8,316.76

COMMENCEMENT DATE:

January 01, 2001

TERMS AND CONDITIONS OF LEASE

ACKNOWLEDGE - Lessee hereby leases from Lessor and Lessor leases to Lessee the personal property described above together with any parts and accessories relating thereto or affixed (all herein referred to as the Equipment) upon the terms and conditions set forth herein.

The Lessee hereby acknowledge, consents and agrees to the assignment of this Lease to a Third party, and to remit all rental fees and appropriate taxes to said party upon receipt of invoice, which receipt shall constitute notice of said assignment. In this Agreement, the term Lessor includes HICKMAN Leasing or, in the event of an assignment of this Agreement by HICKMAN Leasing, its Assignee.

INITIAL

SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS WHICH ARE PART OF THIS LEASE.

Lessee requests Lessor to purchase the above-described Equipment from the Supplier and to lease said equipment to Lessee upon the terms and conditions of the within lease and upon written acceptance hereof signed at Lessor's office by an authorized employee of Lessor in the space provided below agrees to lease said equipment. The undersigned agree to all the terms and conditions of such lease as set forth above and on the reverse side hereof and in consideration hereof hereby execute this lease.

HICKMAN LEASING LIMITED

BY

AUTHORIZED SIGNATURE

DATE

NOTE: SHADED AREAS FOR OFFICE USE ONLY.

FULL LEGAL NAME OF LESSEE

HICKMAN EQUIPMENT (1985) LTD.

THE UNDERSIGNED AFFIRM THEY ARE ONLY AUTHORIZED TO EXECUTE THIS LEASE CONTRACT

BY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

AFFIX CORPORATE SEAL.

This is Exhibit "D"
To the Affidavit of
Gary C. Bishop
Sworn before me
This 7th day of February,

2003


2002-01-25
11:35

Atlantic PPRS
Verification Statement
(New)

/AAAA004SC
page 1

Province/Territory : Newfoundland and Labrador
Registration Type : PPSA Financing Statement
Registration Number : 1567165
Registration Date/Time : 2002-01-25 / 11:45
Expiry Date : 2003-01-25
Your File Number : 13922-10

Registrant Name and Address

=====

Registrant User ID: H176874
Cox Hanson O'Reilly Matheson
Humphries, Doris M, Administrator
Scotia Centre
Floor 4 SUITE 401 235 Water Street
St. John's NF Canada A1C 1B6

Debtors

=====

Debtor Type : Enterprise
Hickman Equipment (1985) Limited

,
P.O. Box 820
Mount Pearl NF Canada A1N 3C8

Secured Parties

=====

Hickman Leasing Limited

,
P.O. Box 8340, Stn. A
St. John's NF Canada A1B 3N7

General Description Collateral

=====

Serial Numbered Collateral as noted, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and including without limitation, goods, money, cheques, deposits in deposit-taking institutions, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral.

Serial Numbered Collateral

=====

Collateral Type	Serial Number	Description
Motor Vehicle	FF0370X080344	John Deere 370 Excavator

2002-01-25
11:35

Atlantic PPRS
Verification Statement
(New)

/AAAA004SC
page 2

Motor Vehicle	FF0330X080456	John Deere 330 LC Excavator
Motor Vehicle	FF0330X080518	John Deere 330 LC Excavator N1790
Motor Vehicle	A7001335	2566C Articulated Truck N1494
Motor Vehicle	T0450HX874682	John Deere 450 H Crawler Dozer N1895
Motor Vehicle	T0850CX873998	John Deere 850 C Crawler Dozer N1868
Motor Vehicle	FF0200X500457	John Deere 200 LC Excavator
Motor Vehicle	163713	I/R SD100 DA Asphalt Compactor
Motor Vehicle	160180	I/R DD110 Roller
Motor Vehicle	546C722948300	Fabtek 546C Forwarder
Motor Vehicle	FF0200X501391	John Deere Excavator, Model 200LC
Motor Vehicle	FF0200X501362	John Deere 200-LC Excavator
Motor Vehicle	FF0200X501453	John Deere 200-LC Excavator
Motor Vehicle	FF0330X080747	John Deere 330-LC Excavator
Motor Vehicle	T0450HX889199	John Deere 450H Crawler Dozer
Motor Vehicle	T0850CX888907	John Deere 850C Crawler Dozer
Motor Vehicle	DWTC62H577315	John Deere TC62H T.C. Loader
Motor Vehicle	55102864	Blaw-Knox Paver, Model PF-5510.1
Motor Vehicle	A7761195	Terex TA35 Truck
Motor Vehicle	A7761196	Terex TA35 Truck
Motor Vehicle	A7761186	Terex TA35 Truck
Motor Vehicle	A7761187	Terex TA35 Truck
Motor Vehicle	A7761188	Terex TA35 Truck
Motor Vehicle	10DH1023	Timber Jack 1110B Forwarder
Motor Vehicle	10DH1027	Timber Jack 1110B Forwarder
Motor Vehicle	17DD0305	Timber Jack 1410 Forwarder
Motor Vehicle	01AB2122	Timber Jack 1270C Harvester
Motor Vehicle	58314351	Dyna Pac Model CA251A
Motor Vehicle	121444	Tramac Breaker, Model V55
Motor Vehicle	FF0450X090590	John Deere 450LC Excavator
Motor Vehicle	2GTEK69U511307260	2001 GMC Sierra C3
Motor Vehicle	1GDL7H1C7XJ502066	1999 GMC Medium

*** End of Report ***