

SUMMARY OF CURRENT DOCUMENT	
Name of Issuing Party	John Deere Limited ("JDL")
Date of Document	__ January 2003
Summary of Order/ Relief Sought or Statement of Purpose in Filing	<ul style="list-style-type: none"> • Interlocutory Application (<i>Inter Partes</i>) by JDL • JDL applies (i) for a determination of its priority and entitlement, <i>vis-a-vis</i> other claimants, to the proceeds from the sale of the following assets of Hickman Equipment (1985) Limited ("Hickman Equipment"), and (ii) for an Order that the Receiver pay the proceeds from the sale of the following assets of Hickman Equipment to JDL: <p>Parts Inventory (as described herein) of Hickman Equipment in accordance with terms of Consent and Priority Agreement dated January 16, 2003 between JDL and Canadian Imperial Bank of Commerce ("CIBC").</p>
Court Sub-File Number	7: 48

2002 01 T0352
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION

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")

INTERLOCUTORY APPLICATION
(Inter Partes)

The application of John Deere Limited ("JDL") says as follows:


1. By a Receiving Order dated March 13, 2002 and filed March 14, 2002 (the "Receivership Order") Hickman Equipment was adjudged bankrupt and PricewaterhouseCoopers Inc. ("PWC") was appointed Trustee in accordance with the BIA.

2. By a Receivership Order dated March 13, 2002 and filed March 14, 2002 (the "Receivership Order") PWC was appointed receiver without security "... of all the property, assets, entitlements and undertaking (the "Assets") of Hickman Equipment wheresoever situate including without limitation all property assets and undertaking comprised in the term "Property" as such term is defined in the Initial Order" .
3. In light of the above, and by virtue of the Receiving Order, JDL filed a proof of claim in the Bankruptcy of Hickman Equipment dated April 17, 2002.
4. PWC, in accordance with an Order of this Honourable Court dated May 14, 2002, commenced and completed the liquidation of substantially all of the Assets of Hickman Equipment by auction, but has not liquidated the Parts Inventory (same being the entire inventory of Hickman Equipment parts as more specifically delineated in the Consent and Priority Agreement ("Parts Inventory").
5. By Final Determination dated November 27, 2002 (the "Final Determination"), PWC has allowed, *inter alia*, the claims of JDL in respect of certain parts as outlined in the Final Determination Schedule C (the "JDL Parts").
6. JDL and CIBC are the only two (2) claimants who have claimed a security interest in the Parts Inventory and whose security was determined by PWC to be valid. They have agreed to their respective priority and entitlement to the Parts Inventory and have agreed to the disposition of same in accordance with the terms of a Consent and Priority Agreement dated January 16, 2003 between JDL and CIBC. JDL and CIBC, by advice of its legal counsel, have made it a condition of the sale of the Parts Inventory that the proceeds arising from the sale of the Parts Inventory will be paid over to CIBC and JDL by Order of this Honourable

Court contemporaneously with the sale by the Receiver as contemplated in the Consent and Priority Agreement.

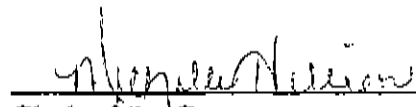
7. JDL has a first ranking security interest in the JDL Parts by virtue of the security and other documents referenced by PWC in the Final Determination.
8. CIBC and JDL have agreed to JDL's priority and entitlement to the proceeds arising from the sale of the Parts Inventory upon the terms set out in the Consent and Priority Agreement attached as Schedule "A" hereto and the Receiver has consented to same.
9. CIBC and JDL have agreed to CIBC's priority and entitlement to the proceeds arising from the sale of the Parts Inventory upon the terms set out in the Consent and Priority Agreement and the Receiver has consented to same.
10. JDL therefore applies, pursuant to paragraph 21 of the Claims Plan and Section 68 of the PPSA: (i) for a determination of the priority and entitlement of JDL *vis-a-vis* other claimants, to the proceeds from the sale of the JDL Parts, and (ii) for an order that PWC pay the proceeds from the sale of the JDL Parts (less 15% of any funds distributed in accordance with this Order in complete discharge of any obligations to contribute to costs pursuant to the Cost Allocation Plan approved by Order of this Court on May 14, 2002) contemporaneously with the sale of the Parts Inventory by the Receiver to JDL occurring in accordance with the Consent and Priority Agreement.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 17th day of January, 2003.



Michael F. Harrington, Q.C.
Stewart McKelvey Stirling Scales
Solicitors for the Applicant
Suite 1100, Cabot Place, 100 New Gower Street
P.O. Box 5038
St. John's, NL A1C 5V3

ISSUED at the City of St. John's, in the Province of Newfoundland and Labrador, this 17 day of January, 2003.



Clerk of the Court
Supreme Court of Newfoundland and Labrador

2002 01 T0352

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION**

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")

NOTICE

You are hereby notified that the foregoing Application will be made to the Judge presiding in
chambers at the Court House, Duckworth Street, St. John's, Newfoundland and Labrador, on the 3rd
day of February, 2003 at 10:00 am or so soon thereafter as the Application can be heard.

TO: See distribution list attached as Schedule "A" hereto.

SCHEDULE "A"
DISTRIBUTION LIST

TO: ABN Amro Bank Canada/ ABN Amro Leasing & Tramac Equipment Ltd.	Aubrey L. Bonnell, Q.C. Brian Winsor David Timms Brent Keenan	709-722-7521 905-331-2020
Bombardier Capital Leasing & Culease Financial Services	John French	709-754-2701
Caterpillar Equipment	Colin D. Grant	905-849-5512
CAT Finance	James Smyth, Q.C. Phillip Warren	709-754-5662
Cedarrapids	Nathan Mixdorf Francoise Belzil	319-399-4760 780-413-3152
CIBC	R. Wayne Myles Geoffrey Spencer	709-579-2647
CIBC Equipment Finance Ltd./ CIT Financial Ltd.	Gregory W. Dickie	709-722-9210
Contract Funding Group Inc.	Mark G. Klar	416-218-1831
DaimlerChrysler Financial Services/ DaimlerChrysler Capital Services/ Mercedes-Benz of Canada Inc.	Philip Buckingham Peter O'Flaherty Elaine Gray	709-722-4720 416-863-3527
Fabtek Corp.	Linc A. Rodgers Rhodie E. Mercer, Q.C.	416-863-2653 709-726-5705
GE Capital	Harvey Chaiton Frederic Scalabrini	416-218-1849 905-319-4855
GMAC	Thomas R. Kendell, Q.C.	709-722-1763
Group Holdings Ltd./Hickman Equipment/Hickman Holdings Ltd.	Robert Stack Griffith D. Roberts	709-726-2992

Ingersoll-Rand Canada Inc.	R. Barry Learmonth Jonathan Wigley	709-739-8151 416-863-6275
MTC Leasing Inc./ National Leasing Group Inc.	R. Paul Burgess	709-754-0915
ORIX Financial Services Canada Ltd.	Donald Yaeck	416-236-3010
Goodman Associates	Paul G. Goodman	902-425-3777
Merrick Holm	Carl Holm, Q.C.	902-429-8215
Royal Bank of Canada	Thomas O. Boyne, Q.C.	902-463-7500
TD Asset Financial Corp.	D. Bradford L. Wicks	709-753-5221
Wells Fargo Equipment Finance Co.	Richard Jones	416-361-6303
PricewaterhouseCoopers Trustee in Bankruptcy	Frederick J. Constantine James Kirby	709-722-0483 709-722-1428

SUMMARY OF CURRENT DOCUMENT	
Name of Issuing Party	John Deere Limited ("JDL")
Date of Document	__ January 2003
Summary of Order/ Relief Sought or Statement of Purpose in Filing	<p>X Interlocutory Application (<i>Inter Partes</i>) by JDL</p> <p>X JDL applies (i) for a determination of its priority and entitlement, <i>vis-a-vis</i> other claimants, to the proceeds from the sale of the following assets of Hickman Equipment (1985) Limited ("Hickman Equipment"), and (ii) for an Order that the Receiver pay the proceeds from the sale of the following assets of Hickman Equipment to JDL:</p> <p>Parts Inventory (as described herein) of Hickman Equipment in accordance with terms of Consent and Priority Agreement dated January 16, 2003 between JDL and Canadian Imperial Bank of Commerce ("CIBC").</p>
Court Sub-File Number	7:

2002 01 T0352
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
TRIAL DIVISION

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, **Douglas A. Dicker**, of the City of Stoney Creek, in the Province of Ontario, make oath and say as follows:

1. I am Division Manager of John Deere Limited, and as such have personal knowledge of the matters herein deposed to except where stated to be on information and belief, and where so stated I verily believe same to be true.

2. By a Receiving Order dated March 13, 2002 and filed March 14, 2002 (the "Receivership Order") Hickman Equipment was adjudged bankrupt and PricewaterhouseCoopers Inc. ("PWC") was appointed Trustee in accordance with the BIA.
3. By a Receivership Order dated March 13, 2002 and filed March 14, 2002 (the "Receivership Order") PWC was appointed receiver without security "... *of all the property, assets, entitlements and undertaking (the "Assets") of Hickman Equipment wheresoever situate including without limitation all property assets and undertaking comprised in the term "Property" as such term is defined in the Initial Order*".
4. In light of the above, and by virtue of the Receiving Order, JDL filed a proof of claim in the Bankruptcy of Hickman Equipment dated April 17, 2002.
5. PWC, in accordance with an Order of this Honourable Court dated May 14, 2002, commenced and completed the liquidation of substantially all of the Assets of Hickman Equipment by auction, but has not liquidated the Parts Inventory (same being the entire inventory of Hickman Equipment parts as more specifically delineated in the Consent and Priority Agreement ("Parts Inventory")).
6. By Final Determination dated November 27, 2002 (the "Final Determination"), PWC has allowed, *inter alia*, the claims of JDL in respect of certain parts as outlined in the Final Determination Schedule C (the "JDL Parts"), same being attached as Exhibit "A".
7. JDL and CIBC are the only two (2) claimants who have claimed a security interest in the Parts Inventory and whose security was determined by PWC to be valid. They have agreed to their respective priority and entitlement to the Parts Inventory and have agreed to the disposition of same in accordance with the terms of a Consent and Priority Agreement dated January 16, 2003 between JDL and CIBC. JDL and CIBC have made it a condition of the sale of the Parts Inventory that the proceeds arising from the sale of the

Parts Inventory will be paid over to CIBC and JDL by Order of this Honourable Court contemporaneously with the sale by the Receiver as contemplated in the Consent and Priority Agreement, same being attached as Exhibit "B".

8. JDL has a first ranking security interest in the JDL Parts by virtue of the security and other documents referenced by PWC in the Final Determination.
9. CIBC and JDL have agreed to JDL's priority and entitlement to the proceeds arising from the sale of the Parts Inventory upon the terms set out in the Consent and Priority Agreement and the Receiver has consented to same.
10. CIBC and JDL have agreed to CIBC's priority and entitlement to the proceeds arising from the sale of the Parts Inventory upon the terms set out in the Consent and Priority Agreement and the Receiver has consented to same.
11. This Affidavit is sworn and filed in support of JDL's application to this Honourable Court for an Order approving the payment to JDL by the Receiver of the proceeds of the Parts Inventory in accordance with the terms set out in the Consent and Priority Agreement.

SWORN TO at the Town of Grimsby,
in the Province of Ontario
this 16th day of January, 2003,
before me:


A Barrister, Commissioner of Oaths
or Notary Public


Douglas A. Dicker

This is Exhibit "A" referred to in the
affidavit of Douglas A. Dicker
sworn before me, this 16th
day of January, 2003
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

**FINAL DETERMINATION
RE: JOHN DEERE LIMITED CLAIMS**

Final Determination
November 27, 2002

Final Determination of PricewaterhouseCoopers Inc. ("PWC") as Trustee of Hickman Equipment (1985) Limited in respect of the Claims of John Deere Limited ("JDL") to Security Interests

1. Introduction

PWC as Receiver continues to hold the Assets of HEL under the terms of the Receivership Order granted on March 13, 2002. The Claims Plan is intended to provide a mechanism by which Claimants assert Claims to these Assets.

Pursuant to paragraph 14 of the Claims Plan, a Final Determination is to be made by PWC as Trustee either allowing or disallowing a Claim as a valid secured claim under s.135(4) of the *Bankruptcy and Insolvency Act* ("BIA"). This is the Trustee's Final Determination in respect of JDL.

Capitalized terms used in this Final Determination shall have the meaning ascribed to them in the Claims Plan unless otherwise defined herein.

2. Summary Determination

JDL's claim:

- (a) to be owed \$3,591,153.71 (the "Total Debt") by HEL, as at the Date of Bankruptcy, is allowed, subject to taxation of legal fees in the amount of \$105,690.75;
- (b) to be owed the Individual Debts, as defined herein, by HEL as at the Date of Bankruptcy is allowed;
- (c) to a security interest in the items listed in Schedule B as security for the Individual Debts set out in Column 2 of Schedule B is allowed;
- (d) to a security interest in the:
 - (i) Parts as defined herein and described in Schedule C;
 - (ii) the items listed in Schedule B;
 - (iii) the paid for goods listed at pages 14-18 in Schedule A;

as security for the Total Debt is allowed;

- (e) to a security interest in Deere Parts other than the Parts is disallowed.

The effective date of perfection for purposes of s.36 of the PPSA of:

- (a) the security interest created by the \$500,000 fixed and floating charge debenture issued by HEL to JDL is March 11, 1985; and
- (b) the security interest created by the Other Security Agreements referred to herein is December 14, 1999.

3. Defined Terms

When used in this Final Determination, the following words or abbreviations shall have the meaning ascribed:

- “Asset(s)” - the Deere Parts, the Paid for Goods (as defined herein), and the items listed in Schedule B identified with an asterisk
- “BIA” - *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended
- “Date of Bankruptcy: - March 13, 2002
- “Debenture” - the Debenture referred to in paragraph 8(e)
- “Deere Parts” - those items identified on the computer system maintained by HEL prior to Bankruptcy as John Deere Parts and Timberjack Parts
- “Documents” - the documentation referred to in paragraph 8
- “HEL” - Hickman Equipment (1985) Limited
- “Individual Debt” the amount owed to JDL by HEL in respect of individual items listed in Schedule B. The Individual Debt for each item allowed as at the Date of Bankruptcy is the amount set out in Column 2 of Schedule B
- “Industrial Dealer Statement” - a statement dated March 24, 2002 which was attached to JDL’s Proof of Claim, a copy of which is attached as Schedule A₁

"Lawn & Ground Care Statement"	-	a statement dated March 22, 2002 which was attached to JDL's Proof of Claim, a copy of which is attached as Schedule A ₂
"Other Security Agreements"	"-	John Deere Industrial Dealer Agreement, the John Deere Security Agreement - Inventory, the John Deere Skid Steer Loader Agreement referred to in paragraph 8(b), (c) and (h) collectively
"Paid for Goods"	-	items listed at pages 14-18 of the Industrial Dealer Statement as "Paid for Goods" and which are or were in the possession of the Receiver (the Paid for Goods which are or were in the Receiver's possession are those for which auction or sale proceeds are shown in Schedule D)
"Parts"	-	the portion of the Deere Parts in which the Trustee has determined JDL has a security interest (the Parts are described in Schedule C)
"PMSI"	-	Purchase Money Security Interest
"PPR"	-	Personal Property Registry
"PPSA" or "Act"	-	<i>Personal Property Security Act</i> , S.N.L. 1998, c.P-7.1
"Province"	-	Newfoundland and Labrador
"Regulations"	-	<i>Personal Property Security Regulations</i> (103/99)
"Security Agreements"	-	the Debenture and the Other Security Agreements
"Total Debt"	-	\$3,591,153.71
"Trustee"	-	PricewaterhouseCoopers Inc., in its capacity as Trustee of the Estate of Hickman Equipment (1985) Limited

4. Assets

The assets which are the subject of this Final Determination are the Deere Parts, the Paid for Goods, and the items listed in Schedule B.

5. Assumptions

For the purposes of this Final Determination, PWC has assumed:

- (a) the genuineness of all signatures, the authenticity of all original Documents and the conformity to authentic originals of all Documents that are copies, whether facsimile, photostatic, certified or otherwise;
- (b) that each party to any of the Documents that create obligations for that party, has duly authorized, executed and delivered such Documents to which it is a party;
- (c) with the exception of security interests created by the Documents, the Documents that create obligations for parties, constitute legal, valid and binding obligations of each party thereto, enforceable against each of them in accordance with their terms;
- (d) that insofar as any obligation under any of the Documents is to be performed in any jurisdiction outside the Province, its performance will not be illegal or unenforceable by virtue of the laws of that other jurisdiction; and
- (e) the accuracy and currency of the indices and filing systems maintained in relation to the public registries where we have searched or inquired or have caused searches or inquiries to be conducted.

6. Qualifications

Since there is no title registration system in the Province relating to personal property, any opinion respecting title is based solely upon the relevant Documentation.

For the purposes of determining the validity under prior law of security interests created and registered before the implementation of the PPSA and transitioned by registration in the PPR, the Trustee has only reviewed the security agreements and their registrations referenced in the PPR search Report section entitled: "Pre-PPSA registration information continued by this registration", endorsements, if any, on the security agreements reviewed, and the pre-PPSA legislation and the applicable common law relating to their registration.

Both the PPSA and the *Conditional Sales Act* (the latter statute being part of the "prior law") provide that property in goods pass to a purchaser from a seller or trader where the sale is in the ordinary course of business of the seller or trader. In some instances, HEL transferred equipment subject to a security interest to a purchaser without discharging the security interest. In some cases, the purchaser granted a security interest to another lender, while in other cases the purchaser transferred the equipment to a third party who, in turn, granted a security interest to a lender. Due to the lack of evidence concerning all transactions involving assets, we are unable to determine if sales by HEL were "in the ordinary course of business" such as to enable the purchaser to receive clear title to the equipment in order to allow a subsequent lender to obtain a valid security interest or a subsequent transferee to obtain clear title.

No opinion is expressed with regard to any collateral covered by the Documents, but not referred to in this Final Determination.

Pursuant to the terms of the Court Order establishing the Claims Plan, this Final Determination determines the validity of security claimed against the Estate of HEL and whether such security has been properly perfected. For the assistance of readers, the Trustee has sometimes provided comments concerning the priority of such security vis-à-vis other parties, but such priority-related comments are made without prejudice to any position which may be taken at any future date by any party in regards to priorities.

Notwithstanding the findings in this Final Determination concerning the validity of JDL's Claim, the Trustee is not precluded by such determination from taking proceedings in respect of the Debt, Security Interest or Assets dealt with herein pursuant to the provisions of the BIA or any provincial or other legislation dealing with preferences, reviewable or fraudulent transactions or settlements.

Except where a specific claim to proceeds has been made and material provided in support of that claim, the Trustee expresses no opinion with respect to claims to proceeds or claims involving tracing. An outline of the proceeds claim process and issues are set out in paragraph 17.

7. Overview of Claim

JDL has filed a Proof of Claim under the provisions of the BIA claiming HEL owed it on the Date of Bankruptcy \$3,485,462.96. This amount is set out in the statements attached as Schedules A₁ and A₂, excluding the amounts shown due for Consigned Inventory. JDL also claims to be owed as at the Date of Bankruptcy legal expenses of approximately \$105,690.75.

JDL claims that part of the Total Debt owed is the unpaid balance of the purchase price (the "Individual Debts") for non-consigned inventory described in Schedule A₁ as New Machines and in Schedule A₂ as New Machines and Special Term Machines which were supplied to HEL by JDL.

The New Machines and Special Term Machines and Individual Debts are referred to in Schedules A₁ and A₂ and summarized and identified with an asterisk in Schedule B.

JDL claims to have a PMSI in the New Machines and Special Term Machines for the Individual Debts. It also claims a PMSI in the portion of the Deere Parts for which it has not been paid.

JDL asserts that based on the Debenture and Other Security Agreements, it has a security interest (general security interest) in the Deere Parts, the Paid for Goods (as described at pages 14-18 of Schedule A₁) and in the New Machines and Special Term Machines as security for the Total Debt.

8. Documentation

For the purposes of this Final Determination, the Trustee has been provided with, reviewed, considered and relied upon the following:

- (a) Proof of Claim dated April 17, 2002 filed by JDL herein and attachments thereto;
- (b) John Deere Industrial Dealer Agreement, March 8, 1995, between the Claimant and Hickman;
- (c) John Deere Security Agreement - Inventory, January 16, 1993, between the Claimant and Hickman;
- (d) \$500,000 Debenture, March 11, 1985, issued by Hickman to the Claimant (the "Debenture");
- (e) Pledge Agreement, March 11, 1985, whereby Hickman pledged the Debenture to the Claimant;
- (f) Letter Priority Agreement, July 5, 1985, to the Claimant from CIBC concerning priority of their respective security from HEL;
- (g) Timberjack Dealer Selling Agreement, June 26, 2000, between Timberjack Corporation and Hickman;
- (h) John Deere Skid Steer Loader Agreement, May 1, 1998, between JDL and HEL;
- (i) Relating to the items listed in Schedule B:
 - (i) Invoice dated October 10, 2001 for the 644H Loader in the amount of \$193,603.90 indicating a shipping date of October 10, 2001;
 - (ii) 3 Invoices, each dated September 5, 2001, each for a Diesel 6x4 Workstation Gator in the amount of \$12,511.50 indicating a shipping date of September 5, 2001;
 - (iii) An Invoice for two 72" front blades dated August 20, 2001 for the total amount of \$2,896.50 and indicating a shipping date of August 20, 2001;
 - (iv) An Invoice for two 48" Pin Pallet Forks dated December 13, 2000 for the total amount of \$1,562.56 and indicating a shipping date of December 13, 2000;
 - (v) 2 Invoices, each dated December 13, 2000, each for a 250 JD Skid Steer in the amount of \$23,872.28 indicating a shipping date of December 13, 2000;
 - (vi) An Invoice dated November 13, 2001 for a JD644H4WD Loader, Serial #DW644HX581986 indicating a shipping date of November 13, 2001;
 - (vii) An Invoice dated September 27, 2001 for a 16" Cold Planer, Serial #KVCP16X300103, indicating a shipping date of September 27, 2001;

- (viii) An Invoice dated October 11, 2001 for 2 48" Pin Pallet Forks (no serial number) indicating a shipping date of October 11, 2001.
- (j) Purchase Money Security Interest Notices, all dated December 14, 1999, addressed to:
 - (i) General Motors Acceptance Corporation of Canada Limited;
 - (ii) CIBC Equipment Finance Limited;
 - (iii) CIBC;
 - (iv) ABN Amro Leasing, a Division of ABM Amro Bank Canada;
 - (v) Bombardier Capital Leasing.
- (k) PPR registration report dated March 21, 2002;
- (l) Reports prepared in respect of the Assets for the Trustee by or on behalf of the Receiver;
- (m) A Reply dated October 16, 2002 of John Deere Limited ("JDL") to the Information Request of the Trustee dated October 2, 2002;

9. The Claim

A. The Debt:

(a) Claimed

- (i) JDL claims the Total Debt owed to it by HEL as of March 13, 2002 is the sum of \$3,591,153.71 of which \$105,690.75 is legal fees incurred to that date.

Particulars of the Debt other than legal fees are set out in Schedule A₁ and A₂.

- (ii) JDL claims to be owed the Individual Debts set out in Column 2 of Schedule B for the items marked by an asterisk in Schedule B.

(Note: In its Reply dated October 16, 2002, JDL has shown a revised amount due. The Trustee in this Determination has only dealt with the claim as set out and proved in the Proof of Claim filed by JDL.)

(b) Allowed or Disallowed

- (i) The Total Debt, other than legal fees, is allowed by the Trustee based on the Proof of Claim and Schedules A₁ and A₂.

With respect to a portion of the Claim (\$105,690.75) which consists of legal fees, PWC has not been provided with the accounts of counsel to JDL and cannot therefore verify that the accounts have been paid.

Legal fees that qualify as reasonable and incurred for the purposes set out in section 8 of the Security Agreement - Inventory or section 6 of the Debenture are secured under the terms of those documents. The courts of the Province reserve the right to tax and allow as reasonable legal fees payable by parties pursuant to the *Rules of the Supreme Court*, 1986.

The Security Agreement- Inventory

s.8 "If the Dealer's default under this Agreement occurs or continues

- (a) all indebtedness owing by the Dealer to the Company shall become due and payable forthwith without notice to the Dealer and the Company may collect the same together with reasonable expenses of collection including, without limitation, court costs, legal fees on a solicitor and client basis, and all other legal expenses.

The Debenture, section 6, which provides in part:

"In the event the Company fails to abide by or fulfill the requirements of this paragraph, John Deere may, but it is not required to, take such steps as it considers advisable to remedy the situation and preserve or protect the charged property. Any moneys paid by John Deere in taking such steps together with all costs and expenses of John Deere shall be added to the indebtedness and liabilities secured hereunder and shall bear interest at the rate provided for in this Debenture and default in payment thereof shall constitute default hereunder."

- (ii) The Individual Debts are allowed based on the Proof of Claim, Schedules A₁ and A₂ and the Invoices reviewed by the Trustee.

B. The Security Interests

(a) Asserted

JDL claims to have a security interest in the Assets which are or were in the Receiver's possession which include the Deere Parts, the Paid for Goods, and the items listed in Schedule B that were or are in the Receiver's possession based on the Debenture and the Other Security Agreements.

JDL also claims to have a security interest in any of the assets identified as Paid for Goods in Schedule A₁ or in Schedule B which were not in the Receiver's possession based on the Other Security Agreements.

JDL asserts that all of the Assets in which a security interest is claimed and which are the subject of this determination are or were:

- (a) in the nature of Inventory;
- (b) originally supplied or financed goods and are not proceeds.

JDL says that there may be other assets which are or were in the possession of the Receiver which are in the nature of proceeds to which JDL claims a security interest. Any such assets which may constitute proceeds have not been identified and are not the subject of this Final Determination.

JDL claims to have a security interest in:

- (a) each of the Individual Items listed in Schedule B which were or are in the Receiver's possession for the Individual Debts;
- (b) Parts for which JDL has not been paid in full for the amount owed in respect of such parts;
- (c) all of the Assets as security for the Total Debt.

JDL asserts that the security interest in respect of the Items listed in Schedule B and any unpaid Parts is in the nature of a PMSI for amounts unpaid in respect of those items.

JDL asserts it has a "general" security interest in all of the Assets for the Total Debt.

(b) Security Interests Allowed or Disallowed

Determinations

1. The Trustee has determined that:

- (a) the Assets in which a security interest is claimed are:
 - (i) in the nature of Inventory; and
 - (ii) with the exception of the Deere Parts not included in Parts were supplied and/or financed by JDL.

The reasons for the Trustee's determinations are set out following:

- (i) Assets in the Nature of Inventory

The actual use to which goods are put by the debtor dictates whether they will be classed as inventory, equipment or consumer goods. Goods that are held by a person for sale or lease or that have been leased by that person as lessor are inventory. It is the Trustee's understanding that all of the Assets were acquired as inventory; it has no specific knowledge of conversion of any of the Assets to Equipment.

- (ii) Assets were Supplied and/or Financed by JDL
 - (a) Items listed in Schedule B - Items #1, 3, 4, 5, 6, 7, 8, 9, 10, and 11 are specifically identified in the Industrial Dealer Statement, Schedule A₁ (under the heading "Non-Consigned Inventory New Machines") and in the Lawn and Ground Care Statement, Schedule A₂. These items are identified as supplied but unpaid for. JDL has provided the Trustee with copies of invoices to evidence the supply of all of the items listed in Schedule B.
 - (b) The Paid for Goods - The Industrial Dealer Agreement, Schedule A₁ at pages 14-18 lists all of the Paid for Goods. The listing includes various other particulars concerning their supply by JDL. The Trustee accepts the foregoing as satisfactory evidence of the supply of the Paid for Goods by JDL.
 - (c) Parts - HEL maintained a computerized record of parts. HEL's records indicated there were a total of \$2,409,682 of "John Deere" Parts at cost in Inventory. With the assistance of Parts personnel of Ontrac Equipment Limited, some physical inspection and inquiries, the Receiver is reasonably satisfied that of the \$2,409,682 of parts categorized as "John Deere" Parts, it is reasonable in the circumstances to accept, for purposes of this Determination, that \$2,046,224 of those parts were supplied by JDL. The amount accepted is the total classified as John Deere Parts less \$2,667.19 of parts coded as JD parts in error, \$37,190.04 of used parts, and \$323,601 of Timberjack Parts. (The book value of Timberjack Parts was \$403,601. JDL says it supplied \$153,262.39 of Timberjack Parts between September of 2000 and February of 2002. The Trustee considers it reasonable to accept that \$80,000 of the Timberjack Parts present on the Date of Bankruptcy had been supplied by JDL.)
- (b) JDL has a security interest:
 - (i) in the Individual Items listed in Schedule B marked with an asterisk, for the Individual Debt set out in Column 2 of Schedule B;
 - (ii) in all of the Assets as security for the Total Debt.

The reasons for the Trustee's determination are set out following:

The JDL Industrial Dealer Agreement of March 8, 1995 provides in paragraph 13:

- "13. Title to ownership and the right to possession of all Sold Goods shipped by the Company (JDL) to the Dealer are and shall remain vested in the Company until full payment of the indebtedness thereof is and any other indebtedness now or hereafter owed by the Dealer to the Company shall have been made to the Company and each item of Sold Goods shall remain as security for such indebtedness even if its own purchase price is paid."

The JDL Skid Steer Loader Agreement provides in paragraph 3(b):

- "3(b) Title to, ownership and the right to possession of Goods shall remain vested in the Company until payment of the indebtedness thereof is and all other indebtedness now or hereafter owing by the Debtor to the Company shall have been paid to the Company.

The JDL Security Agreement - Inventory provides:

- "s.3 As security for the payment of the indebtedness, the Dealer hereby grants to the Company:
- (a) a security interest in any unpaid for item of collateral and the Company hereby reserves title to any such collateral provided by it;
 - (b) a security interest in each paid for item of collateral and the Dealer conveys title to any such collateral..."

(Collateral as defined in the Security Agreement - Inventory includes all goods supplied or financed by John Deere Limited.)

The Debenture provides JDL with a security interest in replacement, repair or service parts components, assemblies and small attachments and items of John Deere Merchandise or other items similar to John Deere Merchandise which are or may in the future be offered for sale by John Deere. (The security interest created by the Debenture is limited to \$500,000 plus interest, as provided in the Debenture, from the date of default. It is the Trustee's opinion the security interest created by the Debenture is in goods supplied by JDL only.)

The Trustee is satisfied:

- (i) based on the statements attached as Schedules A₁ and A₂, and Invoices provided, that the items listed in Schedule B were supplied by JDL and that the items identified by asterisk are not paid for (the items not marked by an asterisk may be paid for);
- (ii) based on JDL's Proof of Claim and the invoices provided, the Trustee is satisfied that JDL was owed, at the Date of Bankruptcy, the Individual Debts set out in Column 2 of Schedule B. Based on the agreements as referenced above, JDL has a security interest in the Individual items identified by an asterisk for the Individual Debts.

While the Trustee is satisfied that JDL has not been paid for all Parts supplied by it to HEL, JDL has not satisfied the burden of establishing which Parts it has not been paid for so as to establish a specific security interest in specific parts for the unpaid balance of the purchase price for those specific parts.

Based on the statements attached as Schedules A₁ and A₂; the invoices provided and reviewed; the inquiries made by the Receiver; information provided by Ontrac that JDL supplied the Parts, all of the items listed in Schedule B and all of the Paid for Goods listed at pages 14-16 of Schedule A₁ to HEL; and, based on the provisions of the Security Agreements referred to in the foregoing, the Trustee is satisfied and has determined that JDL has a security interest in all of the items supplied by it, whether paid for or not as security for the Total Debt. (Note: The security interest created under the Debenture is limited to \$500,000 plus interest; the security interest created in the other security agreements is unlimited.)

10. The Application of the PPSA

By section 4 of the PPSA, the PPSA applies to every transaction that in substance creates a security interest without regard to form and without regard to who has title to the collateral and includes a chattel mortgage, conditional sale, fixed charge, floating charge, pledge, trust indenture, trust receipt, an assignment, a consignment, lease, trust or transfer of chattel paper where they secure payment or performance of an obligation.

By section 74(2) of the PPSA, the PPSA applies to every security agreement entered into before the commencement of the Act that was not validly terminated in accordance with prior law before the commencement of the Act.

The security interests created by the Security Agreements falls within the ambit of the PPSA.

11. Enforceability of Security Agreements

A security agreement is enforceable against a third party where the debtor has signed a security agreement that contains an appropriate description of the collateral as provided by section 11 of the PPSA.

By section 74(3) of the PPSA, section 11 does not apply to security agreements entered into and not validly terminated before the commencement of the PPSA. The validity of security interests contained in such agreements is governed by the prior law.

HEL has signed the John Deere Industrial Dealer Agreement, John Deere Security Agreement - Inventory, the Debenture, the Pledge Agreement, the Timberjack Dealer Selling Agreement, and the John Deere Skid Steer Loader Agreement.

The descriptions contained in the Other Security Agreements are sufficient to provide an enforceable security agreement for purposes of section 11 of the PPSA.

The *Registration of Deeds Act*, R.S.N. 1990, c.R-10, provides in section 10 that an "instrument" made after March 27, 1862 and not proved and registered shall be judged fraudulent and void both at law and in equity against a subsequent purchaser or mortgagee for valuable consideration who first registers his or her instrument, or against a Trustee of an insolvent estate, or an assignee or trustee under a conveyance for the benefit of creditors.

The Debenture is an instrument defined in the *Registration of Deeds Act* as it existed prior to the commencement of the PPSA.

Under section 24(1) of the *Registration of Deeds Act*, a document submitted for registration is considered to be registered when it is delivered to the registry provided it:

- (a) is executed by all persons from whom an interest passes (here, HEL);
- (b) has attached to it the proper proof; and
- (c) is accompanied by the proper fee.

The Debenture has been executed by HEL, proved in accordance with the *Registration of Deeds Act*, and endorsed by the Registrar of Deeds as to registration.

Based on the *Registration of Deeds Act*, the Debenture was not void or fraudulent as against third parties but was enforceable according to its terms.

12. Effectiveness of the Security Agreement

According to section 10 of the PPSA, a security interest is effective according to its terms. The Trustee is satisfied that the terms of the Security Agreements relied on by JDL to establish security interests in the Assets are effective to establish the security interests allowed by the Trustee.

13. Attachment

A Security Interest in collateral (the Assets) contained in a Security Agreement attaches when value is given and the debtor (HEL) has rights in the collateral.

The Trustee is satisfied based on examination of Schedules A₁ and A₂, and on the materials, inquiries and inspections referred to at page 10, paragraph (ii)(c) that the collateral in which JDL claims to have a security interest has been supplied by JDL and that supply constitutes the provision of value by JDL to HEL with respect to HEL's rights in the collateral, all of the Assets were in HEL's possession at the Date of Bankruptcy.

14. Perfection

A security interest is perfected when it has attached and all steps required for its perfection under the PPSA have occurred (PPSA, s.20).

The Trustee has determined that the Security Interests claimed by JDL have been perfected as:

- (a) The Trustee has determined that the security interests claimed have attached, and
- (b) JDL has made the following registrations under the provisions of the PPSA which constitute all steps required to perfect the security interests contained in the Security Agreements under the provisions of the PPSA:
 - (i) Registration Number 5595 at the PPR dated December 14, 1999 with an expiry date of Infinity contains the following information:

General Collateral: A security interest is taken in all present and after-acquired goods, supplied by the secured party to the debtor or supplied to the debtor by others and financed by the secured party, whether held as inventory or otherwise, all present and after-acquired chattel paper, accounts and the debtor's earnings account and reserve account described in any of the debtor's finance and leasing agreements in effect from time to time, all goods, documents of title, chattel paper, securities, instruments, money and intangibles held in or representing the same, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds of the foregoing in any form, including goods, documents of title, chattel paper, securities, instruments, money and intangibles derived directly or indirectly from any dealing with the collateral, and a right to an insurance payment or any other payment that indemnifies or compensates for loss or damages to the collateral or the proceeds of the collateral.

Debtor: Hickman Equipment (1985) Limited
Secured Party John Deere Limited

- (ii) PPSA Registration number 5595 was amended on January 28, 2002 by filing an Amendment that bears PPSA Amendment Registration Number 1570455 and adds the following to the General Description Collateral:

The following is added to the current general collateral:

Without limiting the generality of the foregoing, a security interest is taken in all goods supplied to the debtor by the secured party or supplied by others and financed by the secured party and in all consigned goods whether John Deere merchandise or otherwise and whether contained in inventory of the debtor or otherwise, including without limitation all complete machines, all replacement, repair or service parts, all components, assemblies and small attachments and any other items of the John Deere merchandise product line and any other good of a make or kind offered for sale by the secured party, and all proceeds therefrom in any form whatsoever.

- (iii) PPSA Registration number 328815 at the PPR dated June 6, 2000 with an expiry date of Infinity contains the following description:

General Collateral:

Collateral described in fixed and floating charge debenture dated March 11, 1985 including inventory, replacement, repair, service parts, components, assemblies and small attachments and proceeds therefrom.

Pre-PPSA registration information continued by this Registration:

<u>Number/Date</u>	<u>County or Venue/Act</u>
R87F2215	n/a
1985-03-11	<i>Registration of Deeds Act</i>

Debtor: Hickman Equipment (1985) Limited
Secured Party John Deere Limited

- (iv) PPSA Registration filing 328815 was amended on January 28, 2002 by filing an Amendment that bears PPSA Amendment Registration Number 1570464 and adds the following to the General Description Collateral:

Without limiting the generality of the foregoing, a security interest is taken in the following property now owned or hereafter acquired by the debtor wherever located: All goods supplied to the debtor by the secured party, whether John Deere Merchandise or otherwise, and forming part of the debtor's inventory from time to time, and all replacement, repair or service parts, all components, assemblies and small attachments and any other items of John Deere Merchandise, and all proceeds therefrom in any form whatsoever.

15. Effective Date of Perfection

It is the Trustee's determination that the effective date of perfection of the security interests claimed by JDL for purposes of s.36 of the PPSA are as follows;

- (a) a security interest limited to \$500,000 plus interest as contained in the Debenture - March 11, 1985;
- (b) security interests as contained in the Other Security Agreements relied on by JDL - December 14, 1999.

Basis of Determination

(a) The Debenture

The PPSA provides in s.75(1) that a prior security interest, which on commencement of the PPSA, is covered by an unexpired registration under prior registration law, is considered to have been registered under this Act as of the time of registration under the prior registration law.

The registered and perfected status of a prior security interest is continued if it is registered under the PPSA within 2 years of the commencement of the PPSA.

The Regulations, section 26, sets out the information required in a financing statement to continue a prior registration.

The Debenture was covered by an unexpired registration under prior registration law and the registrant has filed a financing statement as required by section 26 of the Regulations within the time limited by the PPSA.

The Trustee has determined that the registration under the prior law has been properly transitioned so as to preserve the original registration date as the date of perfection for purposes of section 36.

(b) Other Security Interests

A Financing Statement having been filed on December 14, 1999 in respect of the other security interests, the effective date for Perfection of the other Security Interests claimed by JDL for purposes of s.36 of the PPSA is December 14, 1999.

16. PMSI

The definition of PMSI is contained in section 2(hh) of the PPSA to mean:

- (i) a security interest taken in collateral to the extent that it secures all or part of the purchase price of the collateral;

- (ii) a security interest taken in collateral by a person who gives value for the purpose of enabling the debtor to acquire rights in the collateral, to the extent that the value is applied to acquire the rights;
 - (iii) the interest of a lessor of goods under a lease for a term of more than one year, and
 - (iv) the interest of a consignor who delivers goods to a consignee under a commercial consignment,
- but does not include a transaction of sale by and lease back to the seller, and for the purpose of this definition, "purchase price" and "value" include interest, credit costs and other charges payable for the purchase or loan credit;"

The Trustee is satisfied that JDL's security interest in the items listed in Schedule B, marked with an asterisk, for which it has not been paid conforms to the definition of a PMSI as contained in s.2(hh) of the PPSA.

Basis for Determination

The Trustee is satisfied, based on the statements contained in Schedules A₁ and A₂, that JDL sold the items listed in Schedule B identified by an asterisk to HEL and the items have not been paid for.

The Security Interests described in the JDL Industrial Dealer Agreement, Skid Steer Loader Agreement, and the Security Interest - Inventory all include a Security Interest in Goods supplied (sold to HEL by JDL) until they are paid for. The Trustee is satisfied the security interest claimed on the items listed in Schedule B is to secure the purchase price of the collateral.

17. Proceeds

Section 29(1) of the PPSA provides a secured party with an automatic and statutory interest in the proceeds from the disposition of a secured asset by the debtor. While this right is automatic as against the debtor, the entitlement to proceeds must be perfected, in order to protect the secured party's entitlement as against competing creditors.

While no claim to proceeds is dealt with herein, JDL says that there may be other assets which are or were in the possession of the Receiver which are in the nature of proceeds to which JDL would assert it has a security interest.

The Trustee has not made any determination as to JDL's entitlement to proceeds; however, the Trustee has outlined below the statutory requirements that must be met by a secured party in order to assert a claim to proceeds from the disposition of collateral as against other secured creditors.

The perfected status of a security interest in proceeds depends firstly on whether the security interest in the original collateral was perfected when the proceeds arose. If not, the secured party will have to perfect its security interest in the proceeds as original collateral either by registration

or taking possession. If so, the question of whether the secured party must independently perfect its security interest in the proceeds depends on the method by which the security interest in the original collateral was perfected.

Section 29(3) provides for 3 instances where perfection in proceeds is automatic and continuous. A security interest in proceeds is a continuously perfected security interest where the interest in the original collateral is perfected by a registration of a financing statement under s.26 that:

- (a) includes a description of the proceeds that would be sufficient to perfect a security interest in original collateral of the same kind;
- (b) includes a description of the original collateral, where the proceeds are of a kind that are within the description of the original collateral; or
- (c) includes a description of the original collateral, where the proceeds consist of money, cheques or deposit accounts in a bank, credit union, or similar financial institutions.

If proceeds do not fall into one of these categories, s.29(4) of the PPSA requires registration with respect to the proceeds collateral within 15 days after such proceeds arise. Such registration would be in accordance with the same rules as the original collateral.

As indicated above, collateral descriptions are governed by ss.23-24 of the Regulations. These rules extend to descriptions of collateral in the form of proceeds as well.

Note, as well, that the ability to assert a claim to proceeds is contingent upon 2 conditions. The debtor must have acquired rights in the proceeds, and the proceeds themselves must be traceable (ref. s.2(ff)).

18. Additional Comments on Priorities

While it is not within the mandate of the Trustee or Trustee's counsel to determine priorities, we nevertheless offer the following comment and/or information, in order to provide assistance to any creditors who may also have a valid and perfected security interest in the assets and wish to determine, for their own benefit, their ranking with respect to same.

PMSI Notices dated December 14, 1999 state:

John Deere Limited ("Secured Party") has registered a Financing Statement under the *Personal Property Security Act* bearing registration number 5595 and hereby notifies you that it has acquired or expects to acquire a Purchase Money Security Interest in inventory of the Debtor which is supplied from time to time by the Secured Party to the Debtor including:

All present and after-acquired goods, supplied by the Secured Party to the Debtor or supplied to the Debtor by others and financed by the

Secured Party, whether held as inventory or otherwise, all present and after-acquired chattel paper, accounts and the Debtor's contingent earnings account and reserve account described in any of the Debtor's finance and leasing agreements in effect from time to time, all goods, documents of title, chattel paper, securities, instruments, money and intangibles held in or representing the same, together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto and all proceeds of the foregoing in any form, including goods, documents of title, chattel paper, securities, instruments, money and intangibles derived directly or indirectly from any dealing with the collateral and a right to an insurance payment or any other payment that indemnifies or compensates for loss or damage to the collateral or the proceeds of the collateral."

The Trustee has been provided with the Statutory Declaration of Ernest G. Reid, Q.C., a partner of Stewart McKelvey Stirling Scales, sworn October 16, 2002, in which he makes oath and says that pursuant to the provisions of s.35(2) of the PPSA, notices were sent by registered mail on December 14, 1999 to General Motors Acceptance Corporation of Canada, CIBC Equipment Finance Limited, Canadian Imperial Bank of Commerce, ABM AMRO Leasing, a Division of ABM AMRO Bank Canada, and Bombardier Capital Leasing Limited.

19. Auction Results

Auction and sale results for the Assets in which JDL claims a Security Interest are set out in Schedule D.

(Note: To date, the Parts have not been realized on and there are no proceeds.)

Merrick Holm

11/6/02 10:35 PAGE 2/30 Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

Schedule A1

PAGE 1

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

TOTAL AMOUNT DUE NOW:
DUEABLE BY 15 APR 2002

**** 3,799,345.22

SUMMARY STATEMENT

STATEMENT OF ACCOUNT

CURRENT DUE

CONSIGNED &
FUTURE DUE

MISCELLANEOUS INVOICE CHARGES
 RENTAL MACHINE PAYMENTS
 TRANSFER INVOICE CHARGES
 FLOOR PLANS
 PIP CREDITS + WARRANTY CREDITS
 TOTAL SENTRY INSURANCE CHARGES
 FINANCIAL INFORMATION
 J.D.I.S. CHARGES
 RENTAL MACHINE INTEREST
 OTHER INTEREST CHARGES
 RETAIL FINANCE ACTIVITY
 MISCELLANEOUS DEBIT/CREDIT MEMOS
 CARRY OVER DEPOSITS
 GOODS & SERVICES TAX (GST, PST & HST)
 SETTLEMENT ADJUSTMENTS

10,044.60 CR

1,506.48

276.43

3,885.68 CR

PARTS STATEMENT

PARTS
 PARTS FREIGHT/PALLETS
 PRODUCT IMPROVEMENT KITS
 PARTS DEBIT MEMOS
 PARTS CREDIT MEMOS
 CONSIGNED INVENTORY

5,859.10

5,732.39

221.05

17,990.62 CR

NEW MACHINES
 RENTAL MACHINES
 FREIGHT
 DUTY

2,026,038.85

1,785,297.98

NON-CONSIGNED INVENTORY

NEW MACHINES
 RENTAL MACHINES
 FLOOR PLANS
 REPOSSESSIONS / LEASE RETURNS
 ATTACHMENTS
 MISCELLANEOUS
 JOHN DEERE CREDIT ADMINISTERED
 SHORTAGES
 SETTLEMENTS PENDING
 RETAIL NOTES PENDING
 JD CREDIT CARDS PENDING
 UNAPPLIED CREDITS

193,603.90

43,807.34

4,414.74

3,585,991.82

428,896.58 CR

TOTAL AMOUNT DUE

3,799,345.22

3,352,587.38

TOTAL STATEMENT BALANCE (CURRENT + FUTURE + CONSIGNED)

7,191,932.60

22 MAR 2002

HICKMAN EQUIPMENT(1983) LTD

PAGE 2

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

MANAGEMENT INFORMATION

FUTURE FINAL DUE AMOUNTS

	DUE DATE	AMOUNT
(DOES NOT INCLUDE FUTURE CARRY OVER DEPOSITS.	1 MAY 2002	8,740.59
SEE FLOOR PLAN INVENTORY FOR MACHINES	1 JUN 2002	1,147.91
WHICH MAY QUALIFY FOR AN EXTENDED DUE DATE)	1 JUL 2002	258.63
	1 AUG 2002	
	1 SEP 2002	
	1 OCT 2002	
ON OR AFTER	1 NOV 2002	

CURRENT INFORMATION

PREMATURITY INTEREST BEARING AMOUNT	
PAST DUE INTEREST BEARING AMOUNT	
RENTAL MACHINES ON RENT	
RENTAL MACHINES OFF RENT	
COMPLETE GOODS PURCHASES YEAR TO DATE	1,785,297.98
CARRY OVER DEPOSIT BALANCE	4,508,972.15
PARTS PURCHASES YEAR TO DATE	
PARTS STOCK ORDERS YEAR TO DATE	508,724.35
PAID FOR MACHINES	395,802.62
	8,738,331.80

Merrick Holm

11/6/02 10:35 PAGE 4/30

Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT(1985) LTD

PAGE 3

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

STATEMENT BALANCE

PRIOR MONTH'S STATEMENT BALANCE

7,221,722.79

STATEMENT OF ACCOUNT TRANSACTIONS

AMOUNT BILLED FOR MONTH
(TOTAL CREDITS + TOTAL DEBITS)

CONSIGNED INVOICES	
RENTAL MACHINE PAYMENTS	
NON-CONSIGNED INVOICES	
CONSIGNED TRANSFERS	
NON-CONSIGNED TRANSFERS	
FLOOR PLANS	
PAYMENTS TO DEALER BY JOHN DEERE	
WARRANTY CREDITS	
WARRANTY CREDITS	2,459.45 CR
COUCHERS	7,585.15 CR
DEALER GROUP TRUST	
ULTRAGARD COMMISSIONS	
PROPERTY/CASUALTY INSURANCE	
LOATER INSURANCE	
FINANCIAL INFORMATION	
D.D.I.S. CHARGES	
INTEREST CHARGES	1,506.48
DETAIL FINANCE ACTIVITY	
ISCELLANEOUS DEBIT/CREDIT MEMOS	
ARRY OVER DEPOSITS	707.10
ODS & SERVICES TAX (GST, PST & HST)	
ONUSES ISSUED	3,885.68 CR
	430.67 CR
DEALER PAYMENTS TO JOHN DEERE	

PARTS STATEMENT TRANSACTIONS

PARTS PURCHASES	
PARTS FREIGHT/PALLETS	126.75
PRODUCT IMPROVEMENT KITS	
PARTS DEBIT MEMOS	
PARTS CREDIT MEMOS	221.05
	17,990.62 CR
PENDING STATEMENT BALANCE	
	7,191,932.60

CURRENT DUE SUMMARY

	AMOUNT
CURRENT DUE STATEMENT OF ACCOUNT	12,147.37 CR
CURRENT DUE PARTS STATEMENT	11,910.47 CR
CURRENT DUE NON-CONSIGNED INVENTORY	3,823,403.06
TOTAL AMOUNT DUE NOW (PAYABLE BY 15 APR 2002)	**** 3,799,345.22

Merrick Holm

11/8/02 10:35 PAGE 5/30 Merrick Holm

12 MAR 2002

HICKMAN EQUIPMENT(1985) LTD

PAGE 4

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

STATEMENT OF ACCOUNT

REFERENCE NUMBER	BILL DATE	DESCRIPTION	CURRENT DUE	CONSIGNED & FUTURE DUE
005828	12MAR	PIF WARRANTY CREDITS:		
005829	12MAR	SHOP #00004951401	1,224.85 CR	
		SHOP #00004958001	1,234.60 CR	
		SUBTOTAL:	2,459.45 CR	
005698	07MAR	WARRANTY CREDITS:		
006132	20MAR	SHOP #00004735401	3,810.85 CR	
006133	20MAR	SHOP #00004795801	2,847.96 CR	
		SHOP #00004981301	926.34 CR	
		SUBTOTAL:	7,585.15 CR	
JDS03	21MAR	JDIS CHARGES:		
		JDIS CHARGE	1,506.48	
		SUBTOTAL:	1,506.48	
DML03	14MAR	DEBIT/CREDIT MEMOS:		
BR003	19MAR	DIRECT MAIL CHARGES	707.10	
		DURA-TRAX DIRECT		
		SUBTOTAL:	707.10	
GSTAX	22MAR	GOODS & SERVICES TAX:		
GSTAX	22MAR	GST/HST CREDITS	4,269.88 CR	
		GST/HST DEBITS	384.20	
		SUBTOTAL:	3,885.68 CR	
053756	21MAR	BONUSES ISSUED:		
053996	21MAR	SURCHARGE ADJ	136.43 CR	
054008	21MAR	SURCHARGE ADJ	123.69 CR	
		SURCHARGE ADJ	170.55 CR	
		SUBTOTAL:	430.67 CR	

TOTAL STATEMENT OF ACCOUNT

CURRENT DUE
12,147.37 CRCONSIGNED &
FUTURE DUE

Merrick Holm

11/6/02 10:35 PAGE 6/30 Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD
MT. PEARL, NE

PAGE 5

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

SERV 6026

PARTS STATEMENT

REFERENCE NUMBER	BILL DATE	FREIGHT/PALLETS CURRENT DUE	PARTS CURRENT DUE	PARTS FUTURE DUE	AMOUNT TO GST/PST/HST	SUBJECT
---------------------	--------------	--------------------------------	----------------------	---------------------	--------------------------	---------

PARTS BILLED IN CURRENT MONTH:

PRODUCT IMPROVEMENT KITS BILLED IN CURRENT MONTH:

PARTS DEBIT MEMOS BILLED IN CURRENT MONTH:
FRTT03 04MAR | 10.00 |

10.00

PARTS CREDIT MEMOS CREDITED IN CURRENT MONTH:
041825 11MAR | 2,744.91 | 20,735.53 CR |

17,990.62 CR

Merrick Holm

11/6/02 10:35 PAGE 7/30 Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT(1985) LTD

PAGE 6

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

SERV 6016

REFERENCE NUMBER	BILL DATE	FREIGHT/PALLETS CURRENT DUE	PARTS CURRENT DUE	PARTS FUTURE DUE	AMOUNT TO GST/PST/HST	SUBJECT
---------------------	--------------	--------------------------------	----------------------	---------------------	--------------------------	---------

PARTS BILLED IN CURRENT MONTH:

624675	27FEB		126.75		126.75	
--------	-------	--	--------	--	--------	--

PRODUCT IMPROVEMENT KITS BILLED IN CURRENT MONTH:

PARTS DEBIT MEMOS BILLED IN CURRENT MONTH:

FRTT03	04MAR	93.36			93.36	
--------	-------	-------	--	--	-------	--

PARTS CREDIT MEMOS CREDITED IN CURRENT MONTH:

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 7

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

REFERENCE NUMBER	BILL DATE	FREIGHT/PALLETS CURRENT DUE	PARTS CURRENT DUE	PARTS FUTURE DUE	AMOUNT SUBJECT TO GST/PST/HST
---------------------	--------------	--------------------------------	----------------------	---------------------	----------------------------------

PARTS BILLED IN CURRENT MONTH:

PRODUCT IMPROVEMENT KITS BILLED IN CURRENT MONTH:

PARTS DEBIT MEMOS BILLED IN CURRENT MONTH:					
FRTT03 04MAR		117.69			

117.69

PARTS CREDIT MEMOS CREDITED IN CURRENT MONTH:

PARTS TRANSACTIONS BILLED IN CURRENT MONTH

TOTAL PARTS BILLED:	126.75	(PARTS CURRENT DUE + FUTURE DUE)
TOTAL FRT/PALLETS:		(PARTS FRT. + PRODUCT IMP. FREIGHT)
TOTAL PIP KITS:		(CURRENT DUE + FUTURE DUE)
PARTS DEBIT MEMOS:	221.05	(CURRENT DUE + FUTURE DUE)
PARTS CREDIT MEMOS:	17,990.62 CR	(CURRENT DUE + FUTURE DUE)
PARTS DISCOUNTS:		(FOR ACCOUNT # 6026)
		(FOR ACCOUNT # 6016)
		(FOR ACCOUNT # 6014)
		(FOR INFORMATION ONLY)
TOTAL PARTS DISCOUNTS:		
ST/PST/HST PARTS DEBITS:	347.80	(FOR INFORMATION ONLY)
ST/PST/HST PARTS CREDITS:	17,990.62 CR	(FOR INFORMATION ONLY)

PARTS WITH INSTALLMENT PAYMENTS (INCLUDES ALL FUTURE DUE AMOUNTS BILLED IN CURRENT MONTH)

INVOICE NUMBER	ORIGINAL TOTAL	CURRENT DUE	FUTURE DUE	COMMENT
----------------	----------------	-------------	------------	---------

STOCK ORDER PARTS INSTALLMENTS:

605771 29JAN	4,476.47	1,492.15		
605790 29JAN	11,562.72	3,854.24	1,492.17	13/MAR 02
607745 31JAN	1,157.90	385.96	3,854.24	13/MAR 02
			385.96	13/MAR 02

Merrick Holm

11/6/02 10:35 PAGE 9/30 Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 8

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

VOICE NUMBER	ORIGINAL TOTAL	CURRENT DUE	FUTURE DUE	COMMENT
SUBTOTAL:	17,197.09	5,732.35	5,732.39	
TOTAL INSTALLMENT PAYMENTS	17,197.09	5,732.35	5,732.39	
TOTAL PARTS STATEMENT		CURRENT DUE 11,910.47 CR	FUTURE DUE 5,732.39	AMOUNT SUBJECT TO GST/PST/HST 17,642.82 CR

Merrick Holm

11/6/02 10:35 PAGE 10/30

Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 9

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

CONSIGNED INVENTORY STATEMENT

NEW MACHINES:

REFERENCE HOURS	DATE MACHINE CODE	MACHINE DESCRIPTION SERIAL NUMBER	DUE DATE	QTY	CONSIGNED AMOUNT	REFERENCE AMOUNT
N05254301	OCT01	370 EXCAVATOR	FEB03	1	291,325.30	291,325.30
		T 13510 - FF0370X081333				
ORDER BONUS:		COD:	DUTY:			
STATUS: DEALER WAREHOUSED INVENTORY		EXCHG ADJ: 24.50%	FRT:			
N05277601	SEP01	50 COMPACT EXCAVATOR	FEB03	1	58,796.64	58,796.64
		T 42200 - FF050ZX240522				
ORDER BONUS:		COD:	DUTY:			
		EXCHG ADJ: 24.50%	FRT:			
N05256201	JUL01	27 COMPACT EXCAVATOR	FEB03	1	35,527.72	35,527.72
		T 44300 - FF027ZX220685				
ORDER BONUS:		COD:	DUTY:			
		EXCHG ADJ: 24.50%	FRT:			
N05311601	SEP01	310G BKH LDR TURBO M	FEB03	1	71,390.15	71,390.15
		T 17543 - T0310GX901681				
ORDER BONUS:		COD:	DUTY:			
		EXCHG ADJ: 24.50%	FRT:			
N09333201	JUL01	310SG TURBO BKH OE LD	FEB03	1	74,984.62	74,984.62
		T 17622 - T0310SG900135				
ORDER BONUS:		COD:	DUTY:			
STATUS: ON DEMO		EXCHG ADJ: 24.50%	FRT:			
N05312901	OCT01	310SG TURBO BKH OE LD	FEB03	1	80,942.55	80,942.55
		T 17622 - T0310SG902188				
ORDER BONUS:		COD:	DUTY:			
		EXCHG ADJ: 24.50%	FRT:			
N09335001	JUL01	410G TURBO BKH LDR M	FEB03	1	92,163.50	92,163.50
		T 17722 - T0410GX900366				
ORDER BONUS:		COD:	DUTY:			
		EXCHG ADJ: 24.50%	FRT:			
N05260001	AUG01	850C CRAWLER DOZER	FEB03	1	224,427.75	224,427.75
		T 78500 - T0850CX900871				
ORDER BONUS: (4,003.50)		COD:	DUTY:			
STATUS: PRICE PROTECTED		EXCHG ADJ: 24.50%	FRT:			

22 MAR 2002

HICKMAN EQUIPMENT(1985) LTD

PAGE 10

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

REFERENCE HRS	DATE	MACHINE DESCRIPTION MACHINE CODE - SERIAL NUMBER	DUE DATE	QTY	CONSIGNED AMOUNT	REFERENCE AMOUNT
N05259101	AUG01	544H 4WD LOADER T 64401 - DW544HX581149	FEB03	1	129,686.90	129,686.90
ORDER BONUS:			COD:		DUTY:	
			EXCHG ADJ:	24.50%	FRT:	
N05259201	AUG01	544H 4WD LOADER T 64401 - DW544HX581151	FEB03	1	129,686.90	129,686.90
ORDER BONUS:			COD:		DUTY:	
			EXCHG ADJ:	24.50%	FRT:	
N05258401	AUG01	TC44H FOUR WHEEL DRI T 68800 - DWTC44H581146	FEB03	1	117,576.90	117,576.90
ORDER BONUS:			COD:		DUTY:	
			EXCHG ADJ:	24.50%	FRT:	
N05259601	AUG01	644H 4WD LOADER HRS: 0150 T 64601 - DW644HX581142	FEB03	1	192,942.18	192,942.18
ORDER BONUS:			COD:		DUTY:	
STATUS: ON DEMO			EXCHG ADJ:	24.50%	FRT:	
N05259801	JUL01	744H LOADER T 64700 - DW744HX580995	FEB03	1	249,047.54	249,047.54
ORDER BONUS: (8,083.60)			COD:		DUTY:	
STATUS: PRICE PROTECTED			EXCHG ADJ:	24.50%	FRT:	
N05259901	AUG01	744H LOADER T 64700 - DW744HX581084	FEB03	1	277,540.20	277,540.20
ORDER BONUS: (8,083.60)			COD:		DUTY:	
STATUS: PRICE PROTECTED			EXCHG ADJ:	24.50%	FRT:	
TOTAL CONSIGNED NEW MACHINES			DUTY	FREIGHT	REFERENCE AMOUNT	
					2,026,038.85	
TOTAL CONSIGNED NEW MACHINE MEMO ITEMS			COD BALANCE		CONSIGNED AMOUNT	
					2,026,038.85	

Merrick Holm

11/6/02 10:35 PAGE 12/30

Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 11

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

RENTAL MACHINES:

REFERENCE HOURS	DATE MACHINE CODE	MACHINE DESCRIPTION SERIAL NUMBER	DUE DATE	QTY	CONSIGNED AMOUNT	REFERENCE AMOUNT
T00933301 HRS: 0186 ORDER BONUS: STATUS: OFF RENT	JUL01 T 17622	310SG TURBO SKHOE LD - T0310SG900188	FEB03	1	70,647.95	70,647.95
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	
T00935801 HRS: 0413 ORDER BONUS: STATUS: OFF RENT	JUL01 T 97710	770CH MOTOR GRADER - DW770CH580828	FEB03	1	212,336.00	212,336.00
			COD:		DUTY:	
			EXCHG ADJ:	23.25%	FRT:	
N05257401 HRS: 0439 ORDER BONUS: STATUS: OFF RENT	JUL01 T 59100	200LC EXCAVATOR - FF0200X501911	FEB03	1	151,576.07	151,576.07
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	
N05250101 HRS: 0958 ORDER BONUS: STATUS: OFF RENT	JUN01 T 59100	200LC EXCAVATOR - FF0200X502015	FEB03	1	133,927.52	133,927.52
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	
N05250301 HRS: 0869 ORDER BONUS: STATUS: OFF RENT	JUN01 T 59100	200LC EXCAVATOR - FF0200X502018	JUL02	1	136,959.80	136,959.80
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	
T00934601 HRS: 0560 ORDER BONUS: STATUS: OFF RENT	JUL01 T 59100	200LC EXCAVATOR - FF0200X502048	FEB03	1	147,488.47	147,488.47
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	
N05277701 HRS: 0589 ORDER BONUS: STATUS: OFF RENT	JUL01 T 59100	200LC EXCAVATOR - FF0200X502053	FEB03	1	146,499.55	146,499.55
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	
N05257301 HRS: 0437 ORDER BONUS: STATUS: OFF RENT	JUL01 T 59100	200LC EXCAVATOR - FF0200X502067	FEB03	1	151,678.27	151,678.27
			COD:		DUTY:	
			EXCHG ADJ:	20.00%	FRT:	

Merrick Holm

11/6/02 10:35 PAGE 13/30 Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 12

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

REFERENCE HRS	DATE MACHINE CODE	MACHINE DESCRIPTION SERIAL NUMBER	DUE DATE	QTY	CONSIGNED AMOUNT	REFERENCE AMOUNT
T00934401	JUL01	450LC EXCAVATOR	MAY02	1	291,466.69	291,466.69
HRS: 1222	T 59200	- FF0450X090642	COD:		DUTY:	
ORDER BONUS:			EXCHG ADJ:	20.00%	FRT:	
STATUS: OFF RENT						
T00934001	JUL01	450LC EXCAVATOR	FEB03	1	342,717.66	342,717.66
HRS: 0562	T 59200	- FF0450X090649	COD:		DUTY:	
ORDER BONUS:			EXCHG ADJ:	23.25%	FRT:	
STATUS: OFF RENT						
TOTAL RENTAL MACHINES			DUTY	FREIGHT	REFERENCE AMOUNT	
					1,785,297.98	
TOTAL RENTAL MACHINE MEMO ITEMS			COD BALANCE		CONSIGNED AMOUNT	
					1,785,297.98	
TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	
CONSIGNED	COD BALANCE	DUTY	FREIGHT	REFERENCE AMOUNT		
INVENTORY					3,811,336.83	

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 13

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

NON-CONSIGNEE INVENTORY

NEW MACHINES:

REFERENCE HOURS	DATE MACHINE CODE	MACHINE DESCRIPTION SERIAL NUMBER	DUE DATE	QTY	ORIGINAL AMOUNT	AMOUNT OWED
N05335501	OCT01	644H 4WD LOADER	DEC01	1	193,603.90	193,603.90
	T 64601	- DW644HX381726				
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
					/ CURRENT DUE	

TOTAL NEW MACHINE INVENTORY	CURRENT DUE 193,603.90	FUTURE DUE
-----------------------------	---------------------------	------------

MISCELLANEOUS:

REFERENCE	BILL DATE	ORIGINAL AMOUNT	TERMS	CURRENT DUE	FUTURE DUE
0201	AUG01		OWATONNA TOOLS 1/JAN02	11,127.98	
0202	SEP01		OWATONNA TOOLS 1/FEB02	11,702.96	
0203	OCT01		OWATONNA TOOLS 1/MAR02	11,069.12	
0204	NOV01		OWATONNA TOOLS 1/APR02	9,907.28	
0205	DEC01		OWATONNA TOOLS 1/MAY02		3,008.20
0206	JAN02		OWATONNA TOOLS 1/JUN02		1,147.91
0207	FEB02		OWATONNA TOOLS 1/JUL02		258.63

TOTAL MISCELLANEOUS	CURRENT DUE 43,807.34	FUTURE DUE 4,414.74
---------------------	--------------------------	------------------------

SHORTAGES:

REFERENCE	BILL DATE	DESCRIPTION	DUE DATE	QTY	CURRENT DUE	FUTURE DUE
JAN02 01	DEC01	MISC ITEMS - DUE NOW	JAN02	1	907,998.84	
00278271	JAN02	NSF SHORTAGE	JAN02	1	226,197.99	
99999971	JAN02	S.N.: 0000000581986 DEPRECIATION PER AUD	JAN02	1	165,203.57	
FEB02 01	JAN02	S.N.: 0000000000000 MISC ITEMS - DUE NOW	FEB02	1	271,279.89	
58114271	FEB02	DEPRECIATION PER AUD	FEB02	1	6,422.72	
90278471	FEB02	S.N.: 0000000581142 TARGET DISALLOWED	FEB02	1	8,888.81	
		S.N.: 0000000581121				

TOTAL SHORTAGES	CURRENT DUE 3,585,991.82	FUTURE DUE
-----------------	-----------------------------	------------

Merrick Holm

11/6/02 10:35 PAGE 15/30

Merrick Holm

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 14

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

UNAPPLIED CREDITS:

REFERENCE	DATE	DESCRIPTION	CREDIT AMOUNT
P00275401	DEC01	HICKMAN EQUIP 0000000895252	96,695.49 CR
P00275501	DEC01	PAYOFF SUBURBAN CONS 0000000826831	5,673.72 CR
P00275502	DEC01	PAYOFF SUBURBAN CONS 0000000826831	851.06 CR
P00275801	DEC01	DAREL REXON 0000000761207	12,462.89 CR
390275971	DEC01	P/A DISCOUNT 0000000000179	38,123.00 CR
300277391	JAN02	UNAPPLIED CREDIT OVER	512.68 CR
300278391	JAN02	UNAPPLIED CREDIT OVER	20,000.00 CR
300002371	JAN02	CM CTA SPARE TIME 0000000000347	6,015.99 CR
300278491	JAN02	UNAPPLIED CREDIT OVER	3,341.92 CR
300040471	JAN02	SURPLUS DMF FUNDS 0000000000404	73,367.29 CR
03MAR02 01	FEB02	CURRENT DUE CREDIT	171,852.54 CR
TOTAL UNAPPLIED CREDITS			428,896.58 CR

PAID FOR GOODS:

REFERENCE	DATE	MACHINE DESCRIPTION	QTY	AMOUNT
04548701	JUN99	330LC EXCAVATOR T 12510 - FF0330X080456	1	263,325.30
STATUS: PREVIOUS RENTAL - OFF RENT				
04527901	JUN99	330LC EXCAVATOR T 12510 - FF0330X080518	1	263,325.30
STATUS: PREVIOUS RENTAL - OFF RENT				
00909501	JUL00	330LC EXCAVATOR T 12510 - FF0330X080747	1	263,325.44
STATUS: PREVIOUS RENTAL - OFF RENT				
04547801	JUN99	370 EXCAVATOR T 13510 - FF0370X080344	1	291,325.30
STATUS: PREVIOUS RENTAL - OFF RENT				

Merrick Holm

11/6/02 10:35 PAGE 16/30

Merrick Holm

12 MAR 2002

HICKMAN EQUIPMENT(1985) LTD

PAGE 15

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

REFERENCE	DATE	MACHINE DESCRIPTION	QTY	AMOUNT
		MACHINE CODE - SERIAL NUMBER		
005271201	AUG01	1050C CRAWLER DOZER T 29100 - LU1050C005288	1	421,300.50
005261101	JUN01	350C A*EFN*LATED DUM T 59500 - BE350CT200325	1	358,977.60
STATUS: PREVIOUS RENTAL - OFF RENT / FINANCED BY DCS				
005261201	JUN01	350C A*EFN*LATED DUM T 59500 - BE350CT200326	1	358,977.60
STATUS: ON DEMO - PREVIOUS RENTAL / FINANCED BY DCS				
000942601	DEC01	660G GRAPPLE WC03300 - TJ1110B001027	1	210,207.00
000942701	DEC01	608BH HARVESTER WC04200 - WC608BX005005	1	370,995.00
000942901	DEC01	1410 FORWARDER WJ00100 - TJ1410X000305	1	324,307.00
004852301	SEP00	120 EXCAVATOR T 12000 - P00120X031958	1	116,046.00
STATUS: ON DEMO - PREVIOUS RENTAL				
004994301	NOV00	160LC EXCAVATOR T 12600 - P00160X041555	1	134,583.40
STATUS: PREVIOUS RENTAL - OFF RENT				
005143301	APR01	160LC EXCAVATOR T 12600 - P00160X041653	1	134,583.40
STATUS: ON DEMO - PREVIOUS RENTAL				
005143401	APR01	160LC EXCAVATOR T 12600 - P00160X041654	1	134,583.40
STATUS: PREVIOUS RENTAL - OFF RENT				
005166901	JUN01	160LC EXCAVATOR T 12600 - P00160X041741	1	126,710.27
STATUS: PREVIOUS RENTAL - OFF RENT				
005253901	JUL01	160LC EXCAVATOR T 12600 - P00160X041792	1	134,583.40
005254001	JUL01	160LC EXCAVATOR T 12600 - P00160X041793	1	134,583.40
004997901	JAN01	310SG TURBO BKHOE LD T 17622 - T0310SG894504	1	82,603.95
STATUS: ON DEMO				

22 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 16

MT. PEARL, NF

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT

DIVISION # 4. TERRITORY # 2. DEALER ACCOUNT # 6014

REFERENCE	DATE	MACHINE DESCRIPTION	QTY	AMOUNT
		MACHINE CODE - SERIAL NUMBER		
N05132901	MAR01	310SG TURBO BKH0E LD T 17622 - T0310SG896594	1	82,701.45
STATUS: PREVIOUS RENTAL - OFF RENT				
N05132901	MAR01	310SG TURBO BKH0E LD T 17622 - T0310SG896618	1	80,829.45
N05145301	MAR01	310SG TURBO BKH0E LD T 17622 - T0310SG897094	1	82,384.25
STATUS: PREVIOUS RENTAL - OFF RENT				
000885401	AUG99	450H CRAWLER DOZER T 19011 - T0450HX874682	1	70,360.32
STATUS: PREVIOUS RENTAL - OFF RENT				
004860501	JUN00	450H CRAWLER LGP 74H T 19030 - T0450HX889199	1	95,209.50
004605001	SEP99	750C CRAWLER DOZER T 77500 - T0750CX879743	1	190,671.75
STATUS: PREVIOUS RENTAL - OFF RENT				
004706801	JAN00	750C CRAWLER DOZER T 77500 - T0750CX882592	1	169,452.00
00239301	JUN98	850C CRAWLER DOZER T 78500 - T0850CX848745	1	152,040.70
STATUS: PREVIOUS RENTAL - OFF RENT				
004877901	JUN00	850C CRAWLER DOZER T 78500 - T0850CX888907	1	245,370.00
STATUS: ON DEMO - PREVIOUS RENTAL				
005260101	AUG01	850C CRAWLER DOZER T 78500 - T0850CX900908	1	224,427.75
STATUS: PRICE PROTECTED				
005079001	JAN01	624H 4WD LOADER T 64500 - DW624HX579048	1	153,461.70
STATUS: ON DEMO - PREVIOUS RENTAL				
004607501	OCT99	644H 4WD LOADER T 64601 - DW644HX574161	1	195,989.50
STATUS: PREVIOUS RENTAL - OFF RENT				
005149201	APR01	644H 4WD LOADER T 64601 - DW644HX580105	1	198,814.70
STATUS: PREVIOUS RENTAL - OFF RENT				

2 MAR 2002

HICKMAN EQUIPMENT(1985) LTD
MT. PEARL, NF

PAGE 17

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

REFERENCE	DATE	MACHINE DESCRIPTION	QTY	AMOUNT
		MACHINE CODE - SERIAL NUMBER		
05148901	MAR01	TC62H 4WD LOADER T 69020 - DWTC62H579785	1	164,635.10
STATUS: ON DEMO				
05149001	APR01	TC62H 4WD LOADER T 69020 - DWTC62H579824	1	164,635.10
STATUS: PREVIOUS RENTAL - OFF RENT				
00911601	AUG00	744H LOADER T 64700 - DW744HX576952	1	269,021.20
STATUS: PREVIOUS RENTAL - OFF RENT				
04233301	AUG98	200LC EXCAVATOR T 59100 - FF0200X300457	1	162,191.38
STATUS: ON DEMO - PREVIOUS RENTAL				
04606901	OCT99	200LC EXCAVATOR T 59100 - FF0200X500917	1	166,567.10
STATUS: PREVIOUS RENTAL - OFF RENT				
04837201	JUN00	200LC EXCAVATOR T 59100 - FF0200X501362	1	166,567.10
STATUS: PREVIOUS RENTAL - OFF RENT				
04857701	JUL00	200LC EXCAVATOR T 59100 - FF0200X501479	1	166,567.10
STATUS: PREVIOUS RENTAL - OFF RENT				
00911301	AUG00	200LC EXCAVATOR T 59100 - FF0200X501500	1	166,567.30
STATUS: PREVIOUS RENTAL - OFF RENT				
05166601	APR01	200LC EXCAVATOR T 59100 - FF0200X501803	1	166,567.10
STATUS: ON RENT				
05177301	APR01	200LC EXCAVATOR T 59100 - FF0200X501969	1	166,567.10
STATUS: PREVIOUS RENTAL - OFF RENT				
05256801	JUN01	200LC EXCAVATOR T 59100 - FF0200X502017	1	133,212.04
STATUS: ON DEMO - PREVIOUS RENTAL				
05114201	FEB01	450LC EXCAVATOR T 59200 - FF0450X090600	1	382,311.30
STATUS: ON DEMO - PREVIOUS RENTAL				
05195301	APR01	450LC EXCAVATOR T 59200 - FF0450X090627	1	382,311.30
STATUS: ON DEMO - PREVIOUS RENTAL				

Merrick Holm

11/6/02 10:35 PAGE 19/30 Merrick Holm

12 MAR 2002

HICKMAN EQUIPMENT (1985) LTD
MT. PEARL, NF

PAGE 18

JOHN DEERE LIMITED - INDUSTRIAL STATEMENT
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

REFERENCE	DATE	MACHINE DESCRIPTION	QTY	AMOUNT
		MACHINE CODE - SERIAL NUMBER		
00801501	FEB99	P/BEAM	1	14,555.25
		T 000BK		
TOTAL PAID FOR GOODS (MEMO ITEMS)				TOTAL
				8,738,331.80
TOTAL NON-CONSIGNEE		CURRENT DUE	FUTURE DUE	
INVENTORY STATEMENT		3,823,403.06	424,481.84 CR	

22 MAR 2002

HICKMAN EQUIPMENT(1985) LTD
MT. PEARL, NF

PAGE 19

JOHN DEERE LIMITED - DEBIT/CREDIT MEMO NO. GSTAX03
DIVISION # 4, TERRITORY # 2, DEALER ACCOUNT # 6014

DESCRIPTION / EXPLANATION	GST/HST CURRENT DUE	FUTURE DUE
*** GOODS & SERVICES TAX 7% ON GST, 15% ON HST ***		
SIF WARRANTY CREDITS	10,044.60 CR	
DEBIT # DML03	707.10	
DEBIT # JDS03	1,506.48	
BONUS #053756	136.43 CR	
BONUS #053996	123.69 CR	
BONUS #054008	170.55 CR	
PARTS STATEMENT DEBITS (NF)	347.80	
PARTS STATEMENT CREDITS (NF)	17,990.62 CR	
DEBITS SUBJECT TO GST/HST	2,561.38	
CREDITS SUBJECT TO GST/HST	28,465.89 CR	
TOTAL GST TAX @ 7% ON DEBITS		
TOTAL HST TAX @ 15% ON DEBITS	384.20	
TOTAL GST TAX @ 7% ON CREDITS		
TOTAL HST TAX @ 15% ON CREDITS	4,269.88 CR	
SUBTOTAL: GOODS & SERVICES TAX (GST,HST)	3,885.68 CR	

26 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

MT. PEARL, NF

Schedule A2

PAGE 1

JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

TOTAL AMOUNT DUE NOW:

PAYABLE BY 12 APR 2002

69,153.16

SUMMARY STATEMENT

STATEMENT OF ACCOUNT

CURRENT DUE

FUTURE DUE

MISCELLANEOUS INVOICE CHARGES
TRANSFER INVOICE CHARGES
FLOOR PLANS
PIP CREDITS + WARRANTY CREDITS
TOTAL SENTRY INSURANCE CHARGES
FINANCIAL INFORMATION
I.D.I.S. CHARGES
INTEREST CHARGES
RETAIL FINANCE ACTIVITY
MISCELLANEOUS DEBIT/CREDIT MEMOS
GOODS & SERVICES TAX (GST, PST & HST)
SETTLEMENT ADJUSTMENTS

PARTS STATEMENT

PARTS
PARTS FREIGHT/PALLETS
PRODUCT IMPROVEMENT KITS
PARTS DEBIT MEMOS
PARTS CREDIT MEMOS

INVENTORY STATEMENT

NEW MACHINES
SPECIAL TERMS NEW MACHINES
RENTAL MACHINES
COMPLETE GOODS W/INSTALLMENTS
ATTACHMENTS W/INSTALLMENTS
FLOOR PLANS
POSSESSIONS
SETTLEMENTS PENDING
MISCELLANEOUS
JOHN DEERE CREDIT ADMINISTERED
MORTGAGES
RETAIL NOTES PENDING
CREDIT CARDS PENDING

1,562.56
47,744.56

40,431.00

482.93

993.00

348.12

107.60

19,014.99

5,817.57 CR

CURRENT DUE

FUTURE DUE

TOTAL AMOUNT DUE

69,153.16

35,714.03

TOTAL STATEMENT BALANCE (CURRENT DUE + FUTURE DUE)

104,867.19

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD
MT. PEARL, NF
JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1; DEALER ACCOUNT # 3702

PAGE 2

MANAGEMENT INFORMATION

FUTURE FINAL DUE AMOUNTS

(INCLUDES SHIPPING PERIOD INSTALLMENTS)

DUE DATE	AMOUNT
1 MAY 2002	355.85
1 JUN 2002	248.25
1 JUL 2002	248.25
1 AUG 2002	248.25
1 SEP 2002	
1 OCT 2002	
ON OR AFTER 1 NOV 2002	2,896.50

CURRENT INFORMATION

PREMATURITY INTEREST BEARING AMOUNT
PAST DUE INTEREST BEARING AMOUNT
COMPLETE GOODS PURCHASES YEAR TO DATE
PARTS PURCHASES YEAR TO DATE
PARTS STOCK ORDERS YEAR TO DATE
PAID FOR MACHINES

5,281.28

RETAIL SALES BONUS PROGRAM

QUARTER	QUALIFYING UNIT SALES	BONUS UNITS	QUALIFYING SALES \$	POTENTIAL BONUS EARNED \$
1	0	0		
2	0	0	0.00	0.00
3	0	0	0.00	0.00
4	0	0	0.00	0.00
CURRENT BONUS PERCENT: .00			0.00	0.00

Merrick Holm

11/6/02 10:33 PAGE 23/30

Merrick Holm

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD
MT. PEARL, NP

PAGE 3

JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1; DEALER ACCOUNT # 3702

STATEMENT BALANCE

PRIOR MONTH'S STATEMENT BALANCE

104,867.19

STATEMENT OF ACCOUNT TRANSACTIONS

AMOUNT BILLED FOR MONTH
(TOTAL CREDITS + TOTAL DEBITS)

COMPLETE GOODS AND ATTACHMENT INVOICES
TRANSFER INVOICES
FLOOR PLANS
PAYMENTS TO DEALER BY JOHN DEERE
PIP WARRANTY CREDITS
WARRANTY CREDITS
VOUCHERS
DEALER GROUP TRUST
ULTRAGARD COMMISSIONS
PROPERTY/CASUALTY INSURANCE
FLOATER INSURANCE
FINANCIAL INFORMATION
J.D.I.S. CHARGES
INTEREST CHARGES
RETAIL FINANCE ACTIVITY
MISCELLANEOUS DEBIT/CREDIT MEMOS
GOODS & SERVICES TAX (GST, PST & HST)
BONUSES ISSUED

DEALER PAYMENTS TO JOHN DEERE

PARTS STATEMENT TRANSACTIONS

PARTS PURCHASES
PARTS FREIGHT/PALLETS
PRODUCT IMPROVEMENT KITS
PARTS DEBIT MEMOS
PARTS CREDIT MEMOS

ENDING STATEMENT BALANCE

104,867.19

CURRENT DUE SUMMARY

CURRENT DUE STATEMENT OF ACCOUNT	AMOUNT
CURRENT DUE PARTS STATEMENT	
CURRENT DUE INVENTORY STATEMENT	69,153.16
TOTAL AMOUNT DUE NOW (PAYABLE BY 12 APR 2002)	69,153.16

Merrick Holm

11/6/02 10:35 PAGE 24/30 Merrick Holm

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 4

MT. PEARL, NF

JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1; DEALER ACCOUNT # 3702

STATEMENT OF ACCOUNT

REFERENCE NUMBER	BILL DATE	DESCRIPTION	CURRENT DUE	FUTURE DUE
-----			-----	-----
-----			-----	-----
TOTAL STATEMENT OF ACCOUNT			CURRENT DUE	FUTURE DUE

Merrick Holm

11/6/02 10:35 PAGE 25/30

Merrick Holm

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 5

MT. PEARL, NF

JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

PARTS STATEMENT

REFERENCE NUMBER	BILL DATE	FREIGHT/PALLETS CURRENT DUE	PARTS CURRENT DUE	PARTS FUTURE DUE	AMOUNT SUBJECT TO GST/PST/HST
---------------------	--------------	--------------------------------	----------------------	---------------------	----------------------------------

PARTS BILLED IN CURRENT MONTH:

PRODUCT IMPROVEMENT KITS BILLED IN CURRENT MONTH:

PARTS DEBIT MEMOS BILLED IN CURRENT MONTH:

PARTS CREDIT MEMOS CREDITED IN CURRENT MONTH:

PARTS TRANSACTIONS BILLED IN CURRENT MONTH

TOTAL PARTS BILLED:	(PARTS CURRENT DUE + FUTURE DUE)
TOTAL FRT/PALLETS:	(PARTS FRT. + PRODUCT IMP. FREIGHT)
TOTAL PIP KITS:	(CURRENT DUE + FUTURE DUE)
PARTS DEBIT MEMOS:	(CURRENT DUE + FUTURE DUE)
PARTS CREDIT MEMOS:	(CURRENT DUE + FUTURE DUE)
PARTS DISCOUNTS:	(FOR INFORMATION ONLY)
ST/PST/HST PARTS DEBITS:	(FOR INFORMATION ONLY)
ST/PST/HST PARTS CREDITS:	(FOR INFORMATION ONLY)

PARTS WITH INSTALLMENT PAYMENTS (INCLUDES ALL FUTURE DUE AMOUNTS BILLED IN CURRENT MONTH)

VOICE NUMBER	ORIGINAL TOTAL	CURRENT DUE	FUTURE DUE	COMMENT
--------------	----------------	-------------	------------	---------

TOTAL INSTALLMENT
PAYMENTS

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 6

MT. PEARL, NF
JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

	CURRENT DUE	FUTURE DUE	AMOUNT SUBJECT TO GST/PST/HST
TOTAL PARTS STATEMENT			

Merrick Holm

11/6/02 10:35 PAGE 27/30

Merrick Holm

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 7

MT. PEARL, NF
JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

INVENTORY STATEMENT

NEW MACHINES:

REFERENCE HOURS	DATE MACHINE CODE	MACHINE DESCRIPTION SERIAL NUMBER	DUE DATE	QTY	ORIGINAL AMOUNT	AMOUNT OWED
N25144601 HRS: 0007	SEP01 W 19750 -	DIESEL 6X4 WORKSITE WOW6X4D002027	OCT02	1	12,511.50	12,511.50
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
/ ON DEMO						
N25144501 HRS: 0007	SEP01 W 19750 -	DIESEL 6X4 WORKSITE WOW6X4D002028	OCT02	1	12,511.50	12,511.50
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
N25144701 HRS: 0008	SEP01 W 19750 -	DIESEL 6X4 WORKSITE WOW6X4D002069	OCT02	1	12,511.50	12,511.50
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
N25145101	AUG01 EO99999	FR BLADE BM18522	01-1	1	1,448.25	1,448.25
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
N25145102	AUG01 EO99999	FR BLADE BM18522	01-1	1	1,448.25	1,448.25
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
19124501	DEC00 KV02523	PIN PALLET FORK 48"	JAN02	1	781.28	781.28
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
/ CURRENT DUE						
19124502	DEC00 KV02523	PIN PALLET FORK 48"	JAN02	1	781.28	781.28
STATUS: GST/HST MERCHANDISE ONLY					DUTY:	
/ CURRENT DUE						
TOTAL NEW MACHINE INVENTORY					CURRENT DUE 1,562.56	FUTURE DUE 40,431.00

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 8

MT. PEARL, NF
JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

SPECIAL TERMS NEW MACHINES:

REFERENCE HOURS	DATE MACHINE CODE	MACHINE DESCRIPTION SERIAL NUMBER	DUE DATE	QTY	ORIGINAL AMOUNT	AMOUNT OWED
N19050801	DEC00	250 JOHN DEERE SKID	JAN02	1	23,872.28	23,872.28
HRS: 0365	KV00700	- KV0250A253464				
STATUS: GST/HST MERCHANDISE ONLY					/ CURRENT DUE	DUTY:

N19050601	DEC00	250 JOHN DEERE SKID	JAN02	1	23,872.28	23,872.28
	KV00700	- KV0250A253465				
STATUS: GST/HST MERCHANDISE ONLY					/ CURRENT DUE	DUTY:

TOTAL SPECIAL TERMS NEW MACHINES	CURRENT DUE	FUTURE DUE
	47,744.56	

INFORMATIONAL NOTES:

*** NOTATION INDICATES INTEREST BEARING.

ATTACHMENTS WITH INSTALLMENT TERMS:

REFERENCE	BILL DATE	ORIGINAL AMOUNT	TERMS	CURRENT DUE	FUTURE DUE
I 0204N	AUG01		CP ATTACH UNDE 1/APR02		
I 0205N	AUG01		CP ATTACH UNDE 1/MAY02	482.93	
I 0206N	AUG01		CP ATTACH UNDE 1/JUN02		248.25
I 0207N	AUG01		CP ATTACH UNDE 1/JUL02		248.25
I 0208N	AUG01		CP ATTACH UNDE 1/AUG02		248.25
TOTAL ATTACHMENTS WITH INSTALLMENTS				CURRENT DUE	FUTURE DUE
				482.93	993.00

MISCELLANEOUS:

REFERENCE	BILL DATE	ORIGINAL AMOUNT	TERMS	CURRENT DUE	FUTURE DUE
0202	AUG01		OWATONNA TOOLS 1/FEB02		
0203	NOV01		OWATONNA TOOLS 1/MAR02	132.92	
0204	NOV01		OWATONNA TOOLS 1/APR02	107.60	
0205	NOV01		OWATONNA TOOLS 1/MAY02	107.60	
TOTAL MISCELLANEOUS				CURRENT DUE	FUTURE DUE
				348.12	107.60

Merrick Holm

11/8/02 10:35 PAGE 29/30

Merrick Holm

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 9

MT. PEARL, NF
 JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
 DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

SHORTAGES:

REFERENCE	BILL DATE	DESCRIPTION	DUE DATE	QTY	CURRENT DUE	FUTURE DUE
S25630671	JAN02	CASH DUE-16" PLANER S.N.: 0000000300103	JAN02	1	14,063.80	
S25630771	JAN02	CASH DUE-48" PALLET S.N.: 0000000000FORK	JAN02	1	809.40	
S25630772	JAN02	CASH DUE-48" PALLET S.N.: 0000000000FORK	JAN02	1	809.40	
DFEB02 01	JAN02	MISC ITEMS - DUE NOW	FEB02	1	3,332.39	

TOTAL SHORTAGES

CURRENT DUE
19,014.99

FUTURE DUE

UNAPPLIED CREDITS:

REFERENCE	DATE	DESCRIPTION	CREDIT AMOUNT
JMAR02 01	FEB02	CURRENT DUE CREDIT	
TOTAL UNAPPLIED CREDITS			5,817.57 CR
			5,817.57 CR

PAID FOR GOODS:

REFERENCE	DATE	MACHINE CODE - DESCRIPTION	QTY	AMOUNT
25728101	OCT01	DLX PKG BW00485	1	1,500.00
25728102	OCT01	DLX PKG BW00485	1	1,500.00
25728103	OCT01	DLX PKG BW00485	1	1,500.00
7829601	SEP00	PIN PALLET FORK 48"	1	781.28

TOTAL PAID FOR GOODS (MEMO ITEMS)

TOTAL
5,281.28

TOTAL INVENTORY STATEMENT

CURRENT DUE
69,153.16FUTURE DUE
35,714.03

Merrick Holm

11/8/02 10:35 PAGE 30/30 Merrick Holm

24 MAR 2002

HICKMAN EQUIPMENT (1985) LTD

PAGE 10

MT. PEARL, NF
JOHN DEERE LIMITED - LAWN & GROUNDS CARE STATEMENT
DIVISION # 6, TERRITORY # 1, DEALER ACCOUNT # 3702

SHIPPING PERIOD INFORMATION:

SHIPPING PERIOD 01-1

TOTAL PURCHASES DURING PERIOD	7,396.50		
TOTAL SETTLEMENTS	4,500.00		
CURRENT INVENTORY BALANCE	2,896.50	INTEREST START & DUE DATES	
INVENTORY INTEREST/DUE DATE	307.73	PREMATURITY	FINAL DUE
INVENTORY INTEREST/DUE DATE	2,588.77	AUG 02	AUG 03
			AUG 03

Schedule B

Equipment Description including Serial Number

			Final Amount Due to JDL as set out in JDL's Reply Col.1	Amount Allowed by the Trustee on Date of Bankruptcy Col.2	Auction / Sale Amounts Col.3
1	644H 4WD Loader	DW644HX581726 *	\$239,584.83	\$193,603.90	\$182,500.00
2	644H 4WD Loader	DW644HX581986	\$240,636.17	--	--
3	6X4 Worksite Gator	W0W6X4D002027 *	\$12,954.03	\$12,511.50	\$12,000.00
4	6X4 Worksite Gator	W0W6X4D002028 *	\$12,954.03	\$12,511.50	\$12,000.00
5	6X4 Worksite Gator	W0W6X4D002069 *	\$12,954.03	\$12,511.50	\$12,000.00
6	Front Blade	BM18522 6183 (N25145101)*	\$1,549.94	\$1,448.25	not identified
7	Front Blade	BM18522 6185 (N25145102)*	\$1,549.94	\$1,448.25	not identified
8	Pin Pallet Fork 48"	KV02523 (N19124501) *	\$781.28	\$781.28	not identified
9	Pin Pallet Fork 48"	KV02523 (N19124502) *	\$781.28	\$781.28	not identified
10	250 Skid Steer	KV0250A253464 *	\$26,524.76	\$23,872.28	\$23,000.00
11	250 Skid Steer	KV0250A253465 *	\$26,524.76	\$23,872.28	\$24,000.00
12	16" Cold Planer	KVCP16X300103	\$14,616.79	--	--
13	Pin Pallet Fork 48"	N25630701 (invoice number)	\$809.40	--	--
14	Pin Pallet Fork 48"	N25630702 (invoice number)	\$809.40	--	--

Schedule C

Parts are the portion of the parts identified on the computer system maintained by HEL prior to Bankruptcy as John Deere Parts and/or Timberjack Parts which the Trustee is reasonably satisfied were supplied by JDL.

The book value of the Parts are calculated as follows:

Total	John Deere Parts and/or Timberjack Parts identified on the computer system	\$2,409,682.00
	Less Timberjack Parts	(\$403,601.00)
	Less Parts incorrectly coded	(\$2,667.00)
	Less Used Parts	(\$37,190.00)
	Plus Timberjack Parts existing in Inventory which the Trustee considers it reasonable to accept as having been supplied by JDL	\$80,000.00
		<hr/>
	Parts Total	\$2,046,244.00

Schedule D**Auction / Sale Results
in respect of Paid For Goods**

<u>STOCK #</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>NET AMOUNT</u>
C000261	John Deere 750C Dozer	T0750CX882592	125,000.
C000401	John Deere 450H Dozer	T0450HX874682	60,000.
C000893	John Deere 744H Loader	DW744HX576952	192,500.
C000931	John Deere 120 Excavator	P00120X031958	107,000.
C001032	John Deere 200LC Excavator	FF0200X500457	115,000.
C001035	John Deere 160LC Excavator	P00160X041555	110,000.
C001054	John Deere 200LC Excavator	FF0200X501362	135,000.
C001058	John Deere 450H Dozer	T0450HX889199	127,500.
C001059	John Deere 850C Dozer	T0850CX888907	160,000.
C001105	John Deere 624H Loader	DW624HX579048	152,500.
C001111	Timberjack 1410 Forwarder	17DD0305	306,000.
C001220	John Deere 450LC Excavator	FF0450X090600	240,000.
C001236	John Deere 310SG Backhoe	T0310SG896618	76,000.
C001237	John Deere 310SG Backhoe	T0310SG896594	75,000.
C001241	John Deere 310SG Backhoe	T0310SG897094	76,000.
C001273	John Deere TC62H Loader	DWTC62H579785	155,000.
C001274	John Deere TC62H Loader	DWTC62H579824	142,500.
C001327	John Deere 160LC Excavator	P00160X041653	115,000.
C001328	John Deere 160LC Excavator	P00160X041654	110,000.
C001329	John Deere 200LC Excavator	FF0200X501803	140,000.
C001334	John Deere 450LC Excavator	FF0450X090627	240,000.
C001336	John Deere 644H Loader	DW644HX580105	160,000.
C001365	John Deere 350C Articulated Dump Truck	BE350CT200325	225,000.
C001366	John Deere 350C Articulated Dump Truck	BE350CT200326	230,000.
C001517	John Deere 6x4 Gator	W0W6X4D002028	12,000.
C001518	John Deere 6x4 Gator	W0W6X4D002027	12,000.
C001531	Timberjack 608B Harvester	WC608BX005005	300,000.
N1361	John Deere 850C Dozer	T0850CX848745	100,000.
N1854	John Deere 330LC Excavator	FF0330X080456	170,000.

<u>STOCK #</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>NET AMOUNT</u>
N1858	John Deere 330LC Excavator	FF0330X080518	170,000.
N-C001377	John Deere 160LC Excavator	P00160X041741	120,000.
N-C001453	John Deere 160LC Excavator	P00160X041792	132,500.
N-C001454	John Deere 160LC Excavator	P00160X041793	132,500.
N-C001479	John Deere 850C Dozer	T0850CX900908	222,500.
N-C001486	John Deere 1050C Dozer	LU1050C005288	330,000.
C000892	John Deere 200LC Excavator	FF0200X501500	91,834.
C000172	John Deere 644H Loader	DW644HX574161	114,791.
C001343	John Deere 200LC Excavator	FF0200X501969	131,100.
N-C001379	John Deere 200LC Excavator	FF0200X502017	131,100.
C001057	John Deere 330LC Excavator	FF0330X080747	199,500.

Note:

1. Paid for Goods include the following 2 "Wells Fargo" items removed from sale by the Court, which items are in the possession of the Receiver and have now been sold:

	<u>Serial #</u>	<u>Net Amount</u>
John Deere 200LC Excavator	FF0200X500917	103,000.
John Deere 370 Excavator	FF0370X080344	147,250.

2. The following items, which are listed at pages 14-18 of the Industrial Dealer Statement as "Paid for Goods" were not and are not in the Receiver's possession:

<u>Reference #</u>	<u>Model</u>	<u>Serial #</u>
N04857701	200LC Excavator	FF0200X501479
N04997901	310SG Turbo Backhoe	T0310SG894504
T00942601	660G Grapple	TJ1110B001027
T00801501	P/Beam	--

CONSENT AND PRIORITY AGREEMENT

THIS CONSENT AND PRIORITY AGREEMENT made on the 16th day of January 2003

BETWEEN:

CANADIAN IMPERIAL BANK OF
COMMERCE
("CIBC")

AND:

JOHN DEERE LIMITED ("JDL")

WHEREAS:

- A. Hickman Equipment (1985) Limited ("HEL") is indebted to CIBC and JDL and each of CIBC and JDL hold certain security (sometimes referred to herein as the "CIBC Security" and the "JDL Security", respectively, or the "Parties Security", collectively) upon and over assets or the undertaking of HEL, or a combination thereof, and the CIBC Security and the JDL Security is as more particularly set out in Schedule "A" hereto;
- B. HEL's assets, business and affairs are currently being administered by PricewaterhouseCoopers, as a court appointed Receiver and the Trustee in Bankruptcy of HEL ("PWC") and, with the approval of the Supreme Court of Newfoundland and Labrador, Trial Division (the "Court"), PWC is in the process of selling or otherwise providing for the liquidation or disposition of all of the assets and undertaking of HEL, all in accordance with certain plans and arrangements as are or may be approved by the Court; and
- C. Subject to the acceptance of PWC and the approval of the Court, CIBC and JDL have mutually agreed to the sale and purchase of certain assets of HEL, as more particularly described in Schedule "B" hereto (the "Parts Inventory") and to establish their respective interest in the proceeds of the sale of the Parts Inventory as between CIBC and JDL, as set out in this Consent and Priority Agreement ("this Agreement").

THEREFORE, for good and valuable consideration, CIBC and JDL (the "parties") agree as follows:

1. Definitions and Interpretation

The recitals and Schedules hereto form an integral part of this Agreement and, in this Agreement, all words herein that begin with an initial capital shall have the

This is Exhibit "B" referred to in the affidavit of Douglas A. Dickson sworn before me, this 16th day of January 2003
A COMMISSIONER FOR TAKING AFFIDAVITS

meaning ascribed thereto in this Agreement (including, as the case may be, in the Schedules hereto), unless otherwise required by the context.

2. **Sale of Parts Inventory to Deere and/or Others**

Within 5 days hereof, JDL shall submit a written offer to PWC to acquire and pay for the various portions and classes of the Parts Inventory on the terms and conditions herein. Within 5 days of the submission of such offer to PWC, PWC will advise JDL in writing whether it has accepted or rejected the offer made (in whole, or such permitted parts) as contemplated hereunder. The following terms and conditions shall apply:

- (a) An offer to pay \$750,805.73 for the JDSN Parts, on an "as is where is" basis, and for greater certainty, if the existing quantity or condition of JDSN Parts that are available for delivery to JDL hereunder is less than estimated or otherwise expected by JDL then JDL's only recourse shall be to and against Ontrac Equipment Services Inc. ("Ontrac").
- (b) An offer to pay \$215,000 for the TJSN Parts, on an "as is where is basis", and for greater certainty, if the existing quantity or condition of TJSN Parts that are available for delivery to JDL hereunder is less than estimated or otherwise expected by JDL then JDL's only recourse shall be to and against Ontrac.
- (c) An offer to pay \$178,000 for the NDSN Parts, on an "as is where is basis", and for greater certainty, if the existing quantity or condition of NDSN Parts that are available for delivery to JDL hereunder is less than estimated or otherwise expected by JDL then JDL's only recourse shall be to and against Ontrac; provided that if and to the extent that there have been any retail sales of any of the NDSN Parts by Ontrac which actually occurred by way of an agreement to sell and delivery both occurring on or after November 1 2002 and for which the Receiver has received payment from Ontrac, JDL shall have recourse against the Receiver.
- (d) An offer to acquire all the existing 3T Parts and the 1T Parts, on the basis that the price to be paid by JDL shall be calculated at 36% of the CDP for any of the parts therein that are new John Deere branded or sourced parts, 50% of the CDP for any of the parts therein that are new Timberjack branded or sourced parts and 18% of the retail value (as determined by PWC acting reasonably) for any of the parts therein as are new parts that are not branded or sourced by John Deere or Timberjack, and with all such parts to be acquired on an "as is where is" basis, but subject to and for greater certainty, JDL shall only be obliged to buy and pay for such of the 3T Parts and 1T Parts as are actually contained in such classes and grouping when JDL takes possession of such parts at the locations where the subject trailers are presently situated.

- (e) An offer to acquire all the Used Parts for \$22,000, and with all such parts to be acquired on an "as is where is basis", but subject to and for greater certainty, JDL shall only be obliged to buy and pay for such of the Used Parts as are still under the control of PWC and made available to JDL wherever such Used Parts are presently situated.
- (f) JDL shall only be obliged to acquire any of the JDSN Parts, the TJSN Parts and the 1T Parts provided that PWC agrees to sell all such parts to JDL as contemplated herein, unless and to the extent that Ontrac elects to buy any such parts in accordance with any enforceable right (including any right of first refusal) that Ontrac may have as against PWC with respect to any such parts. For greater certainty, PWC may, in its discretion, elect to sell the NDSN Parts or the Used Parts, or both, to another person(s) or by other means without such election affecting the commitment of JDL to acquire the balance of the Parts Inventory (less any portion thereof that has been or may be acquired by Ontrac).

For greater certainty, and without limiting the broad and general meaning of the phrase "as is where is", it is understood that where JDL acquires any of the Parts Inventory hereunder, "as is where is" shall include JDL assuming responsibility and all costs of any and all freight required for removal from the location where they are now situated and delivery to wherever JDL elects, as well as all related administrative charges, picking, packing and unpacking of parts for such removal and delivery.

3. **Priority of Security**

Notwithstanding the sequence of registration of the CIBC Security and the JDL Security (or the registration of notice thereof, as the case may be), respectively, the parties hereto hereby acknowledge and agree that with respect to the JDSN Parts, the TJSN Parts, the NDSN Parts, the 3T Parts, the 1T Parts and the Used Parts that formed part of the Parts Inventory held by or otherwise under the direction or control of HEL at the time PWC was first appointed Receiver of HEL by the Court, the following shall apply:

- (a) the CIBC Security shall represent first priority security over all TJSN Parts, the NDSN Parts, all Timberjack branded or sourced parts and all other non-John Deere branded parts or sourced parts that form part of the 3T Parts and the 1T Parts, and the Used Parts, and the proceeds arising from the sale or any other disposition thereof by PWC; and
- (b) the JDL Security shall represent first priority security over all of the JDSN Parts and the John Deere branded parts or sourced parts (other than any that are Timberjack branded or sourced parts) that form part of the 3T Parts and the 1T Parts, and the proceeds arising from the sale or any other disposition thereof by PWC.

The parties further acknowledge that the purpose and intent of their agreement herein with respect of their respective security over the Parts Inventory, and the classes and grouping thereof as defined in this Agreement, is to enable CIBC to receive from PWC all the proceeds resulting from the sale or any other disposition of the TJSN Parts, the NDSN Parts, all Timberjack branded or sourced parts, the non-John Deere branded parts or sourced parts that form part of the 3T Parts and the 1T Parts and the Used Parts, and for JDL to receive from PWC all the proceeds resulting from the sale or other disposition of the JDSN Parts and the John Deere branded parts or sourced parts that form part of the 3T Parts and the 1T Parts, less in each case only the relevant cost allocations under the cost allocation plan for HEL as recommended by PWC and approved by the Court. Each of the parties will cooperate with each other with a view to having PWC distribute the proceeds received by PWC from the sale or any other disposition of the Parts Inventory to CIBC and JDL on the basis contemplated herein and as soon as is practicable, subject only a holdback of 15% of such proceeds (being PWC's estimate of the maximum amount that will be required to be contributed by each secured creditor of HEL under the cost allocation plan aforesaid).

4. **Miscellaneous**

- (a) Nothing contained herein shall as between HEL and each of CIBC and JDL, respectively, affect or prejudice any of the rights and remedies of each of CIBC and JDL, under the CIBC Security or the JDL Security, respectively.
- (b) None of the parties is bound by this Agreement unless and until PWC agrees to the terms hereof and recommends to the Court that the Parts Inventory be sold and disposed of as contemplated herein or as the parties may otherwise mutually agree in writing, and the Court approves of such sale and disposition within 30 days of the date hereof.
- (c) JDL shall cause Ontrac to either waive and release any interest it may have in any of the Parts Inventory or to elect within 3 days of the date hereof to buy such portions thereof as Ontrac may wish to acquire on the terms and conditions set out above, to be confirmed in writing by Ontrac to PWC and the parties hereto, within such 3 day period. JDL shall further cause all of the JDL Affiliates (as defined below) to respect and observe the provisions of this Agreement in respect of the Parts Inventory and proceeds of the sale thereof, and not take or facilitate any action or proceeding that would, directly or indirectly, be inconsistent herewith.
- (d) Each of the parties will sign any and all such additional documents as any of the other parties or PWC, or both, may reasonably request and perform all acts as may be necessary from time to time to give effect to this Agreement, including but not limited to any waiver, assignment (in whole or in part) or release of any of the Parties Security, respectively. For greater certainty, and not to restrict the generality of the foregoing, if as a

result of the implementation (or intended implementation) of this Agreement as between the parties hereto any other creditor(s) of HEL would have or asserts that such creditor(s) has a prior claim to the proceeds resulting from any sale or other disposition of any of the Parts Inventory by PWC as contemplated hereunder, then the party hereto holding any security that ranks prior to the security or interest that is or could be asserted by such other creditor(s) shall assert its right to such proceeds, and following receipt thereof shall distribute them to such of the other parties hereto as would otherwise be entitled to receive such proceeds in accordance with the other provisions of this Agreement, less all reasonable expenses of recovering such proceeds. Furthermore, in the event that any affiliate(s) of JDL, including but not limited to John Deere Credit Inc. (collectively, the "JDL Affiliates") asserts any claim, including but not limited to any title or security interest, right of use, possession or otherwise whatsoever, with respect to any of the Parts Inventory or any proceeds resulting from the disposition thereof, JDL shall indemnify and save harmless CIBC from and against any and all claims, losses and costs, including legal costs associated with defending any such claim (which shall include CIBC asserting its claim and priority), directly or indirectly, made by JDL or any of the JDL Affiliates in relation to the portions of the Parts Inventory, and the proceeds thereof, over which CIBC enjoys a first charge, priority claim or other entitlement hereunder.

- (e) This Agreement is the entire Agreement between the Secured Parties relating to the subject matter hereof and supercedes any prior agreement between any of them in respect of the Parts Inventory or any portion thereof. Except as set out in this Agreement, there are no representations, collateral agreements or conditions affecting the Secured Parties' rights and obligations in respect of the Parts Inventory. All amendments to or waivers of this Agreement must be in writing.
- (f) For greater certainty, the parties agree that if and to the extent of any other realization by any of them upon any of the Parts Inventory or the proceeds from the sale or other use thereof then the proceeds or value from such realization shall be disbursed between JDL and CIBC in accordance with the priorities agreed upon herein.
- (g) This Agreement is binding upon the parties hereto, and their respective successors and assigns (subject to the other provisions hereof).
- (h) This Agreement shall be governed by the laws of the Province of Newfoundland and Labrador.

Subject to the other provisions hereof, this Agreement is intended to be effective as of the day and year first before written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective duly authorized officers.

EXECUTED
by CIBC in the presence of:

Witness

CANADIAN IMPERIAL BANK
OF COMMERCE

Per: 

A.C. Becker
General Manager

EXECUTED
by JDL in the presence of:

JOHN DEERE LIMITED

Per: _____

Witness

- 6 -

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective duly authorized officers.

EXECUTED
by CIBC in the presence of:

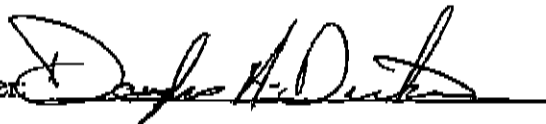
**CANADIAN IMPERIAL BANK
OF COMMERCE**

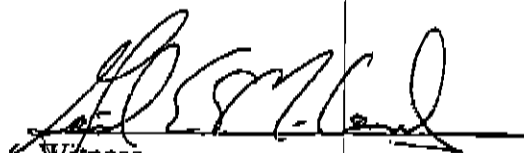
Per: _____

Witness

EXECUTED
by JDL in the presence of:

JOHN DEERE LIMITED

Per:  _____


Witness

SCHEDULE "A"

CIBC Security

- (a) General Assignment of Accounts, etc., dated January 4, 1985 and registered at the Assignment of Book Debts Registry on January 16, 1985 as registration no. 16040 (continued under the PPSA on June 29, 2001 as registration no. 1063565).
- (b) Floating Charge Debenture in the amount of \$3,000,000.00 dated January 7, 1985 and registered at the Registry of Deeds on January 29, 1985 at Roll 77, Frame 70, as supplemented by the following Debentures:
 - (i) Supplemental Debenture dated February 19, 1990 and registered on February 22, 1990 at the Registry of Deeds at Roll 732, Frame 839, which added a fixed charge to the Debenture;
 - (ii) Supplemental Debenture dated April 17, 1997 and registered on April 30, 1997 at the Registry of Deeds at Roll 1521, Frame 1435, which increased the principal amount of the Debenture to \$5,000,000.00;
 - (iii) Supplemental Debenture dated August 6, 1997 and registered August 29, 1997 at the Registry of Deeds at Roll 1564, Frame 2095, which increased the principal amount of the Debenture to \$10,000,000;
 - (iv) Supplemental Debenture dated July 9, 1998 and registered at the Registry of Deeds on July 15, 1998 at Roll 1668, Frame 1748, which increased the principal amount of the Debenture to \$20,000,000.00.

(continued under the PPSA on November 29, 2001 as registration no. 1403243).
- (c) General Security Agreement dated January 25, 2000 and registered under the PPSA on January 28, 2000 as registration no. 78490.
- (d) Bank Act Security registered on October 26, 2000 as registration no. 01074579.

JDL Security

- (a) John Deere Industrial Dealer Agreement - accepted as of March 8, 1985.
- (b) John Deere Construction Equipment Dealer Terms Schedule.
- (c) John Deere Special Products Dealer Agreement - accepted as of October 4, 1999 - together with 3 amendments, dated August 21, 2000, December 21, 2000 and March 16, 2001, respectively.
- (d) John Deere Special Products Dealer Terms Schedule.
- (e) John Deere Skid Steer Loader Dealer Agreement - accepted as of May 1, 1998.
- (f) John Deere Commercial and Consumer Products Dealer Terms Schedule.
- (g) Dealer Selling Agreement between Timberjack Corporation and Hickman Equipment (1985) Limited - dated June 26, 2000.
- (h) John Deere DRV Lease/Finance Agreement for Industrial Equipment - accepted as of January 22, 1985.
- (i) John Deere Security Agreement Inventory - last dated January 26, 1993.
- (j) Assignment of Rental Agreements - dated October 1, 1991.
- (k) Demand Debenture in the amount of \$500,000.00 registered March 11, 1985 together with a Pledge (Deposit Agreement and a Statutory Declaration of Howard Hickman and Hubert Hunt).
- (l) John Deere Construction Equipment Sales and Service Centre Agreement - dated June 20, 2000.
- (m) Authorizations to Warehouse and Display John Deere Consigned Goods and Floor Plan Equipment at a Dealer's Satellite Location with 1 amendment dated September 12, 1987.
- (n) Priority Agreement with Canadian Imperial Bank of Commerce - accepted as of 31 July 1985

SCHEDULE "B"
PARTS INVENTORY CLASSES AND GROUPINGS

1. John Deere Scheduled New Parts acquired by HEL from JDL, identified on Schedule "C" attached hereto (including those parts that JDL sourced from other suppliers and sold to HEL as reflected in such Schedule "C"), and now in the possession or under the control of Ontrac and now or formerly having a Canadian Dealer Price ("CDP") of approximately \$2,085,571 (the "JDSN Parts"), which class and grouping is intended to exclude any of the parts that fall within any of the following classes;
2. Timberjack Scheduled New Parts acquired by HEL and now in the possession or under the control of Ontrac and now or formerly having a CDP of approximately \$433,071.99 (the "TJSN Parts"), which class and grouping is intended to exclude any of the parts that fall within any of the following classes;
3. Non-Deere Scheduled New Parts acquired by HEL and now in the possession or under the control of Ontrac and now or formerly having an approximate retail value (per PWC) of \$1,100,000 (the "NDSN Parts");
4. 3 Trailers in Labrador region of the Province of Newfoundland and Labrador, which PWC has advised contains a mixture of new parts only (the "3T Parts"), which may include one or more or a combination of the John Deere branded or sourced new parts and non-John Deere branded (including the Timberjack branded or sourced) new parts.
5. 1 Trailer in Granite Lake area on the Island region of the Province of Newfoundland and Labrador, which PWC has advised contains a mixture of new parts only (the "1T Parts"), which may include one or more or a combination of the John Deere branded or sourced new parts and non-John Deere branded (including the Timberjack branded or sourced) new parts.
6. All used parts (the "Used Parts").

SCHEDULE "C"
JOHN DEERE SCHEDULED NEW PARTS

**(ATTACH THE LISTING IN THE POSSESSION OF THE RECEIVER, THAT
REFLECTS THE PARTS ON THE ORIGINAL LIST TOTALLING \$2,085,571 IN
VALUE)**

Hickman Equipment (1985) Limited
PricewaterhouseCoopers Inc. (Receiver)

17-Jan-03

Summary:	Listing of parts identified in Hickman Equipment (1985) Limited reports as "John Deere Parts" Identification is by "Sales Acct" in the Parts Master records
Source:	Data extracted from Parts listing provided by R. Squires, Ontrac Equipment Services Limited April 9, 2002 PricewaterhouseCoopers compared subtotals and totals to printed reports, dated February 22, 2002 received from Deloitte and Touche, Monitor, March, 2002

John Deere Scheduled Parts

<----- EXTENDED ----->		
Accounting Branch per Reports	AVG COST	COST
Mount Pearl	\$ 1,062,350.37	\$ 1,122,232.38
Grand Falls	319,479.92	345,637.14
Corner Brook	391,558.89	412,943.29
Goose Bay	212,029.49	216,603.48
	<u>\$ 1,985,418.67</u>	<u>\$ 2,097,416.29</u>

NOTE:

"Cost" is calculated as dealer price at April 9, 2002 X quantity on hand for each part number.

Hickman system calculates "avg cost" as book value / number of parts on hand for each part number

Accounting branch quantity includes parts located in the branch and located in construction trailers serviced from that branch.