<table>
<tr><th colspan="2">SUMMARY OF CURRENT DOCUMENT</th></tr>
<tr><td>Name of Issuing Party</td><td>Royal Bank of Canada ("RBC")</td></tr>
<tr><td>Date of Document</td><td>17 January, 2003</td></tr>
<tr><td>Summary of Order/Relief Sought or Statement of Purpose in Filing</td><td>
• Interlocutory Application (Inter Partes) by RBC
• RBC applies (i) for a determination of its priority and entitlement, vis-à-vis other claimants, to the proceeds from the sale of the following assets of Hickman Equipment, and (ii) for an order that the Receiver pay the proceeds from the sale of the following assets of Hickman Equipment to RBC:

<table>
<tr><th>Stock #</th><th>Make</th><th>Serial #</th><th>Proceeds</th></tr>
<tr><td>C001339</td><td>CAT 320B Excavator</td><td>06CR04706</td><td>$135,000.00</td></tr>
<tr><td>C001340</td><td>CAT 320B Excavator</td><td>06CR02544</td><td>$140,000.00</td></tr>
<tr><td>C001341</td><td>CAT 320B Excavator</td><td>06CR05245</td><td>$135,000.00</td></tr>
<tr><td>C001229</td><td>IR XP825 Compressor</td><td>172821</td><td>$ 9,656.00</td></tr>
<tr><td>C001228</td><td>IR EXM350 Air Track</td><td>R10031</td><td>$ 12,070.00</td></tr>
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<tr><td>C001227</td><td>Terek Articulated Truck</td><td>74TDC7364</td><td>$ 800.00</td></tr>
<tr><td>TOTAL</td><td></td><td></td><td>$597,675.00</td></tr>
</table>
</td></tr>
<tr><td>Court Sub-File Number</td><td>7.43</td></tr>
</table>

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 Royal Bank of Canada ("RBC"), the Applicant herein, says that:

1. By Order of this Court dated March 13, 2002 and filed March 14, 2002, PricewaterhouseCoopers Inc. ("PWC") was appointed Receiver of the assets of Hickman Equipment (the "Receivership Order").

2. By further Order of this Court dated March 13, 2002 and filed March 14, 2002, Hickman Equipment was adjudged bankrupt and PWC was appointed as Trustee of the estate of the bankruptcy (the "Receiving Order").

3. By further Order of this Court dated May 14, 2002 and filed May 17, 2002, PWC's plan for the realization of the assets of Hickman Equipment was approved (the "Realization Plan Order").

4. The Realization Plan Order approved PWC's plan for the determination of the rights and entitlement of creditors and claimants to the assets of Hickman Equipment (the "Claims Plan").

5. Under paragraphs 6 and 7 of the Claims Plan, the determination of the rights and entitlement of creditors and claimants to the assets of Hickman Equipment involved a two stage process, as follows:
   (a) A determination of whether a claimant had a valid, perfected and enforceable ownership or security interests in the assets of Hickman Equipment or the proceeds arising therefrom; and
   (b) A determination of the priority of a claimant's interests *vis-à-vis* other claimants.

6. Under paragraph 20 of the Claims Plan, PWC proposed that the order of priority of claims to an asset of Hickman Equipment or to the proceeds arising therefrom be determined using the priority rules established by the *Personal Property Security Act*, S.N.L. 1998, c. P-7.1 ("PPSA") and other applicable law.

7. Under paragraph 21 of the Claims Plan, issues of priority and entitlement to collateral between secured claimants may, upon Application, be brought before this Court for determination, pursuant to the provisions of Section 68 of the PPSA.

8. RBC presented its security interest claim to PWC (the "RBC Claim").

9. The RBC Claim related to 22 pieces of John Deere Equipment, which RBC had purchased and leased to Hickman Equipment (the "RBC Units").

10. Hickman Equipment sold 13 RBC Units to third party buyers. In respect of the sale of 2 of the 13 RBC Units, Hickman Equipment accepted the following pieces of equipment on trade as consideration (the "RBC Trade In Units"):

Unit #	Stock #	Make	Serial #
1	C001339	CAT 320B Excavator	06CR04706
2	C001340	CAT 320B Excavator	06CR05244
3	C001341	CAT 320B Excavator	06CR05245
4	C001229	IR XP825 Compressor	172821
5	C001228	IR EXM350 Air Track	R10031
6	C001226	CAT D8N Dozer	5TJ02858
7	C001227	Terek Articulated Truck	74TDC7364

11. RBC sold the RBC Trade In Units as part of its liquidation of the assets of Hickman Equipment.

12. The proceeds arising from the sale of RBC Trade In Units totaled $597,675.00, particulars of which include:

Unit #	Stock #	Make	Serial #	Proceeds
1	C001339	CAT 320B Excavator	06CR04706	$135,000.00
2	C001340	CAT 320B Excavator	06CR05244	$140,000.00
3	C001341	CAT 320B Excavator	06CR05245	$135,000.00
4	C001229	IR XP825 Compressor	172821	$ 9,656.00
5	C001228	IR EXM350 Air Track	R10031	$ 12,070.00

6	C001226	CAT D8N Dozer	5TJ02858	$165,149.00
7	C001227	Terek Articulated Truck	74TDC7364	$ 800.00
TOTAL				$597,675.00

13. PWC has not made any determination as to RBC's priority or entitlement to the proceeds arising from the sale of the RBC Trade In Units.

14. RBC therefore applies, pursuant to paragraph 21 of the Claims Plan and Sections 29 and 68 of the PPSA, (i) for a determination of the priority and entitlement of RBC, *vis-à-vis* other claimants, to the proceeds from the sale of the RBC Trade In Units, and (ii) for an order that PWC pay the proceeds from the sale of the RBC Trade In Units to RBC.

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

Gregory M. Smith

GREGORY M. SMITH
Curtis, Dawe
Solicitors for Applicant
11th Floor, Fortis Building
P.O. Box 337
St. John's, NL A1C 5J9

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

Sgd Michelle Nilliar

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 5 day of May, 2003 at 10:00 a.m. or so soon thereafter as the Application can be heard.

TO: See attached distribution list hereto Schedule "A"

SCHEDULE "A"

DISTRIBUTION LIST

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

Hickman Holdings Ltd.		
Ingersoll-Rand Canada Inc.	R. Barry Learmonth, Q.C. Jonathan Wigley	739-8151 (416) 863-6275
John Deere Ltd./ John Deere Credit Inc.	Neil L. Jacobs Bruce Grant Maureen Ryan	722-4565
MTC Leasing Inc./ National Leasing Group Inc.	R. Paul Burgess	754-0915
ORIX Financial Services Canada Ltd.	Donald Yaeck	(416) 236-3010
Goodman Associates	Paul G. Goodman	(902) 425-3777
TD Asset Finance Corp.	D. Bradford L. Wicks	753-5221
Wells Fargo Equipment Finance Co.	Richard B. Jones	(416) 361-6303
PricewaterhouseCoopers Trustee in Bankruptcy	Frederick Constantine James Kirby	722-0483 722-1428

SUMMARY OF CURRENT DOCUMENT

Name of Issuing Party	Royal Bank of Canada ("RBC")
Date of Document	17 January 2003
Summary of Order/Relief Sought or Statement of Purpose in Filing	• Affidavit of A. Ross Backman in support of Interlocutory Application (*Inter Partes*) by RBC • RBC applies (i) for a determination of its priority and entitlement, *vis-à-vis* other claimants, to the proceeds from the sale of the following assets of Hickman Equipment, and (ii) for an order that the Receiver pay the proceeds from the sale of the following assets of Hickman Equipment to RBC:
Court Sub-File Number	7:43

Stock #	Make	Serial #	Proceeds
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C001227	Terek Articulated Truck	74TDC7364	$ 800.00
TOTAL			$597,675.00

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, A. Ross Backman, of the City of Halifax, in the Province of Nova Scotia, make oath and say as follows:

1. I am the Manager, Special Loans Group Atlantic for the Royal Bank of Canada (RBC), the Applicant named in the foregoing Interlocutory Application (Inter Partes). Based on my knowledge of the records of RBC and the final determination of the Receiver, PricewaterhouseCoopers Inc. and in capacity as a Manager of RBC, I have knowledge of the matters referred to in the Application and the matters to which I hereinafter depose, except where such knowledge is based on information and belief, in which case I have identified the sources and grounds of my information and belief and verily believe same to be true.

2. Between March 2001 and May 2001, RBC entered into four equipment lease agreements with Hickman Equipment (the "Equipment Leases").

3. By the Equipment Leases, RBC purchased John Deere equipment and leased it to Hickman Equipment for a period of 65 months, and Hickman had the option to purchase the leased equipment at the end of the sixty-five month lease period.

4. The Equipment Leases contained, *inter alia*, the following clause with respect to "title" to the leased equipment:

> *5. Title*
> *The Equipment shall remain the property of the Royal Bank, and the Lessee shall have no right or interest in the Equipment except as provided in this Equipment Lease. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.*

5. By December 31, 2001, RBC had purchased 22 pieces of John Deere equipment, which it leased to Hickman Equipment, and the total of the outstanding balances owing under the Equipment Leases was $4,408,840.00.

6. In February, 2002, it was determined that of the 22 pieces of John Deere equipment which RBC had purchased and leased to Hickman Equipment, Hickman Equipment had sold 13 pieces of equipment to third party buyers contrary to the terms of the Equipment Leases and Hickman Equipment remained in possession of 9 pieces of equipment (the "RBC Units").

7. In respect of 2 of the 13 RBC Units sold by Hickman Equipment to third party buyers, Hickman Equipment accepted 8 other pieces of equipment on trade as consideration for the sale, of which the following 7 pieces of equipment were in the possession of Hickman Equipment in February 2002 (the "RBC Trade In Units"):

Unit #	**Stock #**	**Make**	**Serial #**
1	C001339	CAT 320B Excavator	06CR04706
2	C001340	CAT 320B Excavator	06CR05244
3	C001341	CAT 320B Excavator	06CR05245
4	C001229	IR XP825 Compressor	172821
5	C001228	IR EXM350 Air Track	R10031
6	C001226	CAT D8N Dozer	5TJ02858
7	C001227	Terek Articulated Truck	74TDC7364

8. PWC sold the RBC Trade In Units as part of its liquidation of the assets of Hickman Equipment.

9. The total proceeds arising from the sale of the RBC Trade In Units was $596,875.00, particulars of which include:

Unit #	**Stock #**	**Make**	**Serial #**	**Proceeds**
1	C001339	CAT 320B Excavator	06CR04706	$135,000.00
2	C001340	CAT 320B Excavator	06CR05244	$140,000.00
3	C001341	CAT 320B Excavator	06CR05245	$135,000.00
4	C001229	IR XP825 Compressor	172821	$ 9,656.00
5	C001228	IR EXM350 Air Track	R10031	$ 12,070.00

6	C001226	CAT D8N Dozer	5TJ02858	$165,149.00
7	C001227	Terek Articulated Truck	74TDC7364	$ 800.00
TOTAL				$597,675.00

10. RBC's priority and entitlement to the proceeds arising from the sale of RBC Trade In Units #1-3 are based on the following sources and grounds:

Originally Financed RBC Unit: JD 200LC Excavator FF0200X501676

(a) Sold, among other equipment, to RBC under invoice dated March 12, 2001 and Bill of Sale dated March 14, 2001 for the total combined amount of $760,608.24; [Tab 1, Page 1]

(b) Leased to Hickman by RBC pursuant to Equipment Lease dated March 14, 2001 [Tab 1, Page 3]

(c) Equipment Lease registered under the PPSA by registration No. 844423 and amended on March 19, 2001 by number 850099; [Tab 1, Page 6]

(d) Voluntary subordination of security interest by John Deere, as per its letters dated March 16, 2001; [Tab 2, Page 8]

(e) Value ($203,928.26) as per Royal Bank of Canada Leasing, Disbursement Request: Standard – Atlantic. [Tab 1, Page 11] and

(f) Sold to Marine Contractors Inc. May 31, 2001 for which the following units were traded in consideration and later sold at auction by the Receiver: CAT 320B Excavator s/n 06CR04706, CAT 320B Excavator s/n 06CR05244 and CAT 320B Excavator s/n 06CR05245. [Tab 1, Page 12]

11 Now produced and shown to me and marked as Exhibit ARB#1 to this my Affidavit are copies of the various documents referred to in paragraph 10 of this Affidavit.

12. RBC's priority and entitlement to the proceeds arising from the sale of RBC Trade In Units #4-6 are based on the following sources and grounds:

Originally Financed RBC Unit: JD 850C Dozer s/n T0850CX896776

(a) Sold, among other equipment, to RBC under invoice dated March 28, 2001 and Bill of Sale dated April 2, 2001 for the total combined amount of $1,277,190.79; [Tab 2, Page 1]

(b) Leased to Hickman by RBC pursuant to Equipment Lease dated April 4, 2001; [Tab 2, Page 3]

(c) Equipment Lease registered under the PPSA by registration No. 876631; [Tab 2, Page 6]

(d) Voluntary subordination of security interest by John Deere, as per its letters dated April 3, 2001; [Tab 2, Page 8]

(e) Voluntary subordination of security interest by CIBC, as per its letter dated April 3, 2001; [Tab 2, Page 11]

(f) Value ($1,277,190.79) as per by Royal Bank of Canada Leasing, Disbursement Request: Standard – Atlantic. [Tab 2, Page 12] and

(g) Sold to Modern Holdings Limited March 1, 2001 for which the following units were traded in consideration and later sold at auction by the Receiver: I/R ECM 350 Air Track s/n R10031, I/R XP825 Compressor s/n 172821, CAT D8N Dozer s/n 5TJ02958 and Terek Truck s/n 74TDC7364 [Tab 2, Page 14]

13. Now produced and shown to me and marked as Exhibit ARB #2 to this my Affidavit are copies of the various documents referred to in paragraph 12 of this Affidavit.

SWORN before me at the City of DARTMOUTH, in the Province of Nova Scotia, this 16 day of January, 2002.

A Notary Public in the Province Of Nova Scotia

THOMAS O. BOYNE
A Barrister of the Supreme Court of Nova Scotia

Ross Backman

This is Exhibit "ARB#1" referred to in the Affidavit of A. Ross Backman and sworn before me this 16 day of January, A.D. 2003.

A Notary Public in the Province of Nova Scotia

THOMAS O. BOYNE
A Barrister of the Supreme Court of Nova Scotia

001

HICKMAN EQUIPMENT

HICKMAN EQUIPMENT (1985) LIMITED
P.O. BOX 820 MT. PEARL, NFLD. A1N 3C8
TELEPHONE: (709) 368-9660, FAX (709) 368-1146

BRANCHES

P.O. BOX 480, GRAND FALLS-WINDSOR, NFLD. A2A 2J9
TELEPHONE: (709) 489-2561 FAX: (709) 489-7243
P.O. BOX 1074, CORNER BROOK, NFLD. A2H 6G3
TELEPHONE: (709) 634-3161 FAX: (709) 634-5889
P.O. BOX 860, STN "C", GOOSE BAY, LAB. NF. A0P 1S0
TELEPHONE: (709) 896-8666 FAX: (709) 896-8999
P.O. BOX 219, WABUSH, NFLD. A0R1B0
TELEPHONE: (709) 282-3638 FAX: (709) 282-3365

SAME AS BELOW

ROYAL BANK OF CANADA
226 WATER STREET
ST. JOHN'S, NF A1C 1A9

Branch			
01 - MOUNT PEARL			
Date: 03/12/2001	Time: 09:15:35		Page: 1
Account No.:	Phone No.:		Invoice No.: LE0500
Ship Via:		Purchase Order:	
Sales Tax License No.:		Federal Exemption No.:	
			Salesperson: WEP

DESCRIPTION

DESCRIPTION	AMOUNT
Stock #: C001220 Serial #: FF0450X090600 ONE ONLY JOHN DEERE 450 LC EXCAVATOR	460,685.11
STOCK #: C001127 Serial #: FF0200X501676 ONE ONLY JOHN DEERE 200 LC EXCAVATOR	200,713.36
Subtotal:	661,398.47
H.S.T.:	99,209.77
Total:	760,608.24

Fold —

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

DISCLAIMER OF WARRANTIES

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

GOODS RECEIVED BY ______________________

Date: Mar-14-2001

cialized Financing Services
Bank of Canada Leasing
ater St.
John's, NF
5N5

BILL OF SALE

consideration of your payment to us of the sum of $ 661,398.47 (six hundred sixty-one thousand three hundred ninety-eight and 47/100) s HST of $ 99,209.77 (ninety-nine thousand two hundred nine and 77/100) receipt of which is hereby acknowledged, the undersigned sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ipment"):

ONE JOHN DEERE 450 LC EXCAVATOR S/N: FF0450X090600 AND ONE JOHN DEERE 200 LC EXCAVATOR S/N: FF0200X501676

ndersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

e undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, is basis.

HICKMAN EQUIPMENT (1985) LIMITED

HST#: R10 2345758

Per: ______

Per: ______

003

ROYAL BANK

EQUIPMENT LEASE (SUB-LEASE PROVISIONS)

Lessee No. 10972 Lease No. 82354

LESSEE		SUPPLIER OF EQUIPMENT	
Name	HICKMAN EQUIPMENT (1985) LIMITED	Name	HICKMAN EQUIPMENT (1985) LIMITED
Address	P.O. Box 820, 1269 Topsail Road	Address	P.O. Box 820, 1269 Topsail Road
City	Mount Pearl Prov. Newfoundland Postal Code A1N 3C8	City	Mount Pearl Prov. NFLD Postal Code A1N 3C8
Telephone No.	(709) 748-2003 Contact John King	Telephone No.	Contact

Equipment Location If Other Than Above Same as above

Landlord Name And Address

No. of Units	Model No.	Year	Description of Equipment	Serial No.
1		NEW	John Deere 450 LC Excavator	FF0450x090600
1		NEW	John Deere 200 LC Excavator	FF0200X501676

TERMS USED IN EQUIPMENT LEASE (Total Rental Payment includes current harmonized sales tax.)

TERM (in months)	No. OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE	FIRST RENTAL DUE DATE (Month/Day/Year)	RENTAL PAYMENT	HARMONIZED SALES TAX
65	65	Monthly	03/14/01	$12,460.75	$1,869.11
	TOTAL RENTAL PAYMENT	LEASE SECURITY DEPOSIT	PURCHASE OPTION DATE	PURCHASE OPTION PRICE	OTHER CHARGES
	$14,329.86	$0.00	03/13/06 Or at the end of the 60	$66,139.85 month of the lease term	$250.00

1. **LEASE**
Royal Bank of Canada ("Royal Bank") leases the equipment shown above ("Equipment") to the Lessee, under the provisions of this Equipment Lease. Royal Bank may complete the description of the Equipment in this Equipment Lease by inserting appropriate serial numbers and other details specifically identifying items of the Equipment.

2. **TERM**
The Term of this Equipment Lease starts on the First Rental Due Date, provided that if any item of the Equipment is delivered to the Lessee before the First Rental Due Date, the Term shall start on that delivery date and shall be extended by the number of days from and including that date of first delivery to the First Rental Due Date. The term ends on the earlier of the last day of the Term, and the Purchase Option Date, if the Lessee exercises the Purchase Option under Section 3 of this Equipment Lease.

3. **RENT**
(a) The Lessee shall pay the first Total Rental Payment plus Lease Security Deposit on the First Rental Due Date, and subsequent Total Rental Payments at the periodic interval shown above, on the same date in each period (or the preceding date where there is no corresponding date in a month).
(b) If the Term to the Purchase Option Date exceeds 60 months, then commencing in the 61st month of the Term the rental Payment and Total Rental Payment shall be adjusted to reflect Royal Bank's then current lease rate.
(c) The Lessee shall make all payments to Lessor at the address shown below.

4. **EXCLUSION OF REPRESENTATIONS AND WARRANTIES**
The Lessee acknowledges that it has personally selected each item of the Equipment, and that the Equipment is of a manufacturer, size, design and capacity specified by it, and that Royal Bank has purchased the Equipment at the Lessee's request. The Lessee acknowledges that Royal Bank has made no representation or warranty with respect to the fitness or suitability of any of the Equipment for the purposes of the Lessee, or any other representation or warranty, expressed or implied, with respect to the Equipment. The Lessee acknowledges that Royal Bank has no responsibility to the Lessee for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Equipment. Royal Bank assigns to the Lessee any interest Royal Bank has in any of those warranties, guarantees or any other undertakings. Royal Bank expressly conveys to the Lessee the warranty resulting from the sale by the supplier of the Equipment to Royal Bank. No defence, write-off, set-off, or counter-claim to which the Lessee may be entitled against any supplier or manufacturer of the Equipment shall affect the Lessee's liability to pay Total Rental Payments and other amounts under this Equipment Lease. Any such dispute shall be between that supplier or manufacturer and the Lessee only, and shall in no way affect the Lessee's obligations or Royal Bank's rights under this Equipment Lease.

5. **TITLE**
The Equipment shall remain the property of Royal Bank, and the Lessee shall have no right or interest in the Equipment except as provided in this Equipment Lease. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

6. **SUBLETTING ETC. BY LESSEE**
The Lessee shall not transfer, assign, sublet or part with possession of any item of the Equipment, or its interest in this Equipment Lease, or allow any one else to use the Equipment, without the written consent of Royal Bank, not to be unreasonably withheld. Notwithstanding the foregoing, the Lessee may lease the Equipment to third party (Sub-Lessee) on the following terms and conditions:
a) the Lessee acknowledges the subleases are true operating leases, requiring payment of a rental stream, with no interest in and no residual value in the Equipment available to the Lessee or Sublessee.
b) the Lessee will from time to time, at the expense of the Lessee, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as Royal Bank may request for the purpose of preserving the full benefits of, and the rights and powers granted by, this Equipment Lease including filing of any financing statement or financing change statements under any applicable legislation with respect to the security interest created by this Equipment Lease.
c) Sublessee will, upon receipt of notice from Royal Bank, make payments directly to Royal Bank, and honour the obligations under the Lease directly to Royal Bank.

ADDITIONAL TERMS ON PAGES 2 & 3 FORM PART OF THIS EQUIPMENT LEASE
The undersigned agree to all of the provisions on page 1, 2 and page 3 of this Equipment Lease. The Lessee acknowledges receipt of a copy of this Equipment Lease. Signatories for Lessee certify that they have the authority to execute this document.

Date Mar 14/01
Royal Bank of Canada – Lessor

By
Signature and Title

HICKMAN EQUIPMENT (1985) LIMITED
(Name of Lessee – Legal Name)

By Regional Sales Manager
Authorized Signature and Title

By C.F.O.
Authorized Signature and Title

d) Lessee hereby assigns and grants a security interest in the Sublease to Royal Bank, and agrees Royal Bank has all of the rights of a secured lender under the PPSA as to the Sublease and all of the rights to require direct payments and compliance by the Sublessee as set out in this Agreement.

e) The Sublease will include all of the terms and obligations of this Lease, with an acknowledgement these are owed to both the Lessee and directly to Royal Bank, including acknowledgement Royal Bank owns the Equipment.

INSTALLATION AND LOCATION

The Lessee shall install the Equipment in a manner which will permit its removal without material ...ry to the place of installation. The Equipment shall be located and used at the address of the ...see or at the Equipment location shown in this Equipment Lease or at the Sub-Lessee place ...usiness within Canada, identified to Royal Bank and at no other location.

8. MAINTENANCE AND INSPECTION

The Lessee shall, at its sole cost: (a) keep the Equipment in good operating condition and repair ...luding, without limitation, the repair of any damage to the Equipment, whatever the cause; and ...furnish any parts or anything else required to keep the Equipment in good working order and ...pair. Any of those parts or other things shall form part of the Equipment and become the property of Royal Bank, and shall be free of any security interests or other interests of any third ...rties. The Lessee shall not, without the prior written consent of Royal Bank, make any ...erations, additions or improvements to the Equipment. Royal Bank, its employees and agents ...all at all reasonable times have access to the Equipment for the purpose of inspecting it.

9. LAWS, REGULATIONS, ETC.

(a) The Lessee shall comply with all laws, bylaws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, bylaws or regulations dealing with the protection of the environment, health and safety. The Lessee will obtain all necessary licences, permits and permissions required for the use of the Equipment.

(b) The Lessee will have sole possession, management and control of the Equipment, provided that this will not limit any rights of Royal Bank if the Lessee fails to perform any of its obligations under this Equipment Lease.

10. LOSS OR DAMAGE TO EQUIPMENT

The Lessee shall bear the risk of any theft, loss or destruction of or damage to the Equipment. ...he Lessee acknowledges that none of these events will in any way affect its obligations under ...is Equipment Lease, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by the Lessee under this Equipment Lease that are actually received by Royal Bank, which coverage shall include all risks arising as a result of the ...ublease and use by the Sublessee.

11. INSURANCE

...he Lessee shall, while this Equipment Lease is in effect, at it sole expense place and maintain insurance, in a form, with carriers and with coverage limits acceptable to Royal Bank, as follows: (a) "all risks" including flood, earthquake and collapse, insurance against the loss of or damage to ...he Equipment for its full replacement value; (b) comprehensive general liability insurance, ...ncluding environmental impairment liability or pollution liability (including legal liability for any clean-up and evacuation), covering any liability in respect of the use, operation, possession or ownership of the Equipment; and (c) any other insurance, whether or not of a similar kind, that Royal Bank may reasonably require. All policies shall name Royal Bank as an additional insured, and shall contain provisions prohibiting termination of the policy except upon thirty days' notice by the insured to Royal Bank. The Lessee shall provide Royal Bank with certificates (or, at Royal Bank's request, certified copies) of the insurance policies, and evidence of their renewal or replacement from time to time. The purchase and maintenance of this insurance by the Lessee shall not excuse or relieve it from any of its obligations under this Equipment Lease.

12. LIENS, LEVIES, TAXES ETC.

The Lessee shall keep the Equipment free from any lien, privilege, charge, hypothec, mortgage, pledge, attachment, seizure, sequestration, distress, levy, security interest, encumbrance, right, title or interest of any nature or kind whatsoever, and shall immediately take any action which may be necessary to release and discharge any of these claims. The Lessee shall, at is sole expense, pay all licence or registration fees, assessments, charges and taxes levied by any governmental authority on the Equipment or with respect to the use or operation of the Equipment. If any taxes are assessed against either the Lessee or Royal Bank with respect to any Total Rental Payment in addition to the Harmonized Sales Tax shown in this Equipment lease, the Lessee shall pay those additional taxes.

13. FORESEEABLE DAMAGES

The Lessee acknowledges that (a) Royal Bank acquired the Equipment at the Lessee's request for the purpose of leasing it to the Lessee; (b) Royal Bank intends to treat the Equipment Lease as a true lease and to claim over the Term all available tax benefits; (c) Royal Bank may incur certain set-up cost and disbursements with respect to the Equipment Lease which it intends to amortize and recover over the Term; and (d) Royal Bank may finance its cost of acquisition of the Equipment with a third party financer and any premature termination of that financing may expose Royal Bank to an increased liability. The Lessee acknowledges that if there is an Event of Default, Royal Bank's return on its investment may be adversely affected. Royal Bank may, in addition to its immediate loss of interest on its investment, sustain and claim from the Lessee other foreseeable damages which cannot be quantified on the date of execution of the Equipment Lease. They may include, without limitation, loss of tax benefits for the remainder of the Term or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered set-up costs, fees and disbursements, as well as additional or increased liabilities to third party financers (all of which are collectively referred to as "Foreseeable Damages").

14. EVENTS OF DEFAULT

Any of the following is an "Event of Default" under this Equipment Lease:

(a) Failure by Lessee to pay any Total Rental Payment, or any other amount payable ...

(b) Failure by the Lessee to perform any of its obligations under Sections 6, 9,11 or 31 of this Equipment Lease.

(c) Failure by the Lessee to perform any of its other obligations under this Equipment Lease within 15 days of a notice in writing from Royal Bank specifying the failure and requiring it to be rectified.

(d) Failure of the Lessee to perform any obligation it may have under any agreement with Royal Bank.

(e) The bankruptcy or insolvency of the Lessee, the filing against the Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by the Lessee, the appointment of a receiver or trustee for the Lessee or for any assets of the Lessee or the institution by or against the Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against the Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Lessee.

(f) The amalgamation of the Lessee with another corporation or corporations, or continuation of the Lessee under a statute other than the statute under which it exists at the date of execution of this Equipment Lease.

(g) A change that is, in the opinion of Royal Bank, a material adverse change, in the business, financial condition or ownership of the Lessee.

15. ROYAL BANK'S REMEDIES ON DEFAULT

(a) If an Event of Default occurs, Royal Bank may without notice to the Lessee take possession of the Equipment, and for that purpose may enter any premises where the Equipment is located. Royal Bank may sell, lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions, as it considers reasonable, Royal Bank may immediately notify the Sublessee requiring the Sublessee to pay directly to, and to honour all obligations under the Sublease directly in favour of, Royal Bank. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney for the Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Royal Bank may deem reasonable, without terminating or being deemed to have terminated this Equipment Lease, and to receive that rental and hold and apply it against any obligations of the Lessee to the Royal Bank under this Equipment Lease. All of these rights are without prejudice to Royal Bank's other rights and resources under this Equipment Lease, at law or in equity.

(b) If an event of Default occurs, then whether or not Royal Bank has taken possession of the Equipment, the Lessee shall pay to Royal Bank on demand, an amount determined as follows:

(i) an amount calculated by discounting the value of all Total Rental Payments remaining to be paid during the remainder of the Term using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance; plus

(ii) the amount of any Foreseeable Damages suffered or sustained by Royal Bank and not recovered pursuant to subparagraph (i); plus

(iii) the amount of any Total Rental Payments due as of the date of the Event of Default and unpaid, and any other amount due on that date and unpaid under this Equipment Lease; plus

(iv) any costs, including legal costs, of Royal Bank in demanding payment under this Equipment Lease, repossessing, repairing and disposing of the Equipment; less

(v) the amount of any Lease Security Deposit in the hands of Royal Bank and, where Royal Bank has taken possession and disposed of any Equipment, any proceeds of the disposal actually received by Royal Bank.

(c) If Royal Bank has leased the Equipment under Section 15 (a), it may demand payment under Section 15 (b), and account to the Lessee for the proceeds of that leasing as and when Royal Bank receives them.

(d) If Royal Bank has not taken possession of the Equipment, and the Lessee pays Royal Bank the amount determined under Section 15 (b), then Royal Bank will convey all of its right, title and interest in the Equipment under this Equipment Lease to the Lessee, on a "where-is, as-is" basis without any representation or warranty except as to Royal Bank's right to convey the Equipment to the Lessee.

16. RETURN OF EQUIPMENT ON TERMINATION

If this Equipment Lease is terminated or comes to an end, and the Lessee has not exercised its option under Section 26 to purchase the Equipment, it shall deliver the Equipment at its sole expense to the place designated by Royal Bank. If the Lessee fails to comply with the provisions of this Section 16, Royal Bank may enter upon any premises where the Equipment is located and remove it from those premises.

17. INTEREST

If the Lessee fails to pay any amount due under this Lease, that amount shall bear interest at the rate of 18% per annum, calculated and compounded monthly.

Initialed by:
Royal Bank of Canada

Initialed by:
HICKMAN EQUIPMENT (1985) LIMITED

18. ASSIGNMENT BY ROYAL BANK
Royal Bank may assign its interest in this Equipment Lease or any monies payable by the Lessee under this Equipment Lease, without any notice to the Lessee, provided that no such assignment shall release Royal Bank from its obligations under this Equipment Lease. The Lessee agrees to recognize any assignment by Royal Bank, and agrees that if Royal Bank defaults under any of its obligations under this Equipment Lease, the Lessee will not, as against any assignee, terminate this Equipment Lease or exercise any right of set-off.

NON-WAIVER
This Equipment Lease may only be amended by an agreement in writing between Royal Bank and the Lessee. If Royal Bank fails to exercise or delays exercising any of its rights under this Equipment Lease, that failure or delay shall not operate as a waiver of the right. Any Sublease may only be amended with written consent of Royal Bank.

TIME OF ESSENCE
Time of the essence of this Equipment Lease

21. SUCCESSORS AND ASSIGNS
This Equipment Lease shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, provided that this shall not allow any transfer or other dealing with this Equipment Lease, the Equipment or any monies payable under this Equipment Lease except as permitted elsewhere in this Equipment Lease. If more than one Lessee executes this Equipment Lease, the obligation of each lessee here under shall be joint and several.

22. HEADINGS
The headings in this Equipment Lease are for convenience of reference only, and shall not affect its interpretation.

23. NON-CANCELLABLE LEASE
This Equipment Lease cannot be cancelled or terminated except as expressly provided in it.

24. INDEMNITY
The Lessee shall indemnify and hold harmless Royal Bank from any loss, cost, damage or expense which Royal Bank may suffer or incur:

(a) due to the failure of the Lessee to perform any of its obligations under this Equipment Lease; or
(b) arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment.

If the Lessee fails to perform any of its obligations under this Equipment Lease, Royal Bank may but shall not be obligated to, perform any of those obligations, and the Lessee shall pay to Royal Bank, immediately upon written demand, an amount equal to the expense incurred by Royal Bank in performing those obligations.

25. SECURITY DEPOSIT
The Lease Security Deposit, if any, may be held by Royal Bank and applied by it to any amount due under this Equipment Lease which is not paid when due. If any part of the Lease Security Deposit is so applied, the Lessee will immediately restore the Lease Security Deposit to the full amount shown in this Equipment Lease. Upon termination or expiry of this Equipment Lease, Royal Bank shall return the balance of the Lease Security Deposit to the Lessee, without interest.

26. OPTION TO PURCHASE
The Lessee may purchase the Equipment on the Purchase Option Date at the Purchase Option Price (which price is the estimated fair market value of the Equipment on that date). To exercise its option to purchase, the Lessee must give Royal Bank notice in writing of its intention not less than 60 days prior to the Purchase Option Date. The Lessee may not exercise its option to purchase unless:

(a) this Equipment Lease is in force and effect; and
(b) no Event of Default has occurred which has not been cured prior to the Purchase Option Date.

If the Lessee exercises this purchase option, it will pay the Purchase Option Price to Royal Bank on the Purchase Option Date, and Royal Bank will convey all of its right, title and interest in the Equipment under this Equipment Lease to the Lessee on a "where-is, as-is" basis, without any representation or warranty except as to Royal Bank's right to convey the Equipment to the Lessee.

27. WAIVER OF STATUTORY RIGHTS
Lessee waives its rights under the Personal Property Security Acts of Alberta, British Columbia and Ontario to receive a copy of any financing statement or financing change statement registered by Royal Bank. If Lessee is a corporation, the Limitation of Civil Rights Act of Saskatchewan or any provision of that Act shall have no application to this Equipment Lease.

28. PAYMENTS
Lessor may charge any amount owing by Lessee under this Equipment Lease to Lessee's account at Royal Bank.

29. GOVERING LAW
This Equipment Lease shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Equipment Lease. Lessor and Lessee hereby acknowledge that they have required this Lease and all related documents to be drawn up in the English language. Le Bailleur et le Preneur reconnaissent avoir exigé que le présent crédit-bail et les documents qui s'y rattachent soient rédigés en anglais.

30. FACSIMILE LANGUAGE
Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted [illegible] Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

31. Financial Information
Lessee will provide to Royal Bank from time to time such information about Lessee and Lessee's business, and Sublessee, if any, as Royal Bank shall reasonably request, including, without limitation, any financial statements prepared by or for Lessee regarding Lessee's business. In addition, the Lessee shall furnish the following information in writing to Royal Bank;

(a) Annual Audited Financial Statements, within 90 days after fiscal year end.
(b) Quarterly internally prepared financial statement within 20 days of fiscal quarter end (March, June, September, December); and such information regarding the Sublessee as shall be requested by Royal Bank from time to time.
(c) Quarterly Compliance Certificate listing outstanding lease agreements in relation to this credit facility; will detail serial numbers of equipment, counter-party, dollar amount remaining and status aging of payments (March, June, September, December)

Initialed by:
Royal Bank of Canada

Initialed by:
HICKMAN EQUIPMENT (1985) LIMITED

Province/Territory : Newfoundland and Labrador
Registration Type : PPSA Financing Statement
Registration Number : 844449
Registration Date/Time : 2001-03-14 / 18:58
Expiry Date : 2007-03-14
Your File Number : 49700-RB33

History of Registration Activity

Activity	Number	Date	Time	Expiry Date	Your File Number
Original	844449	2001-03-14	18:58	2007-03-14	49700-RB33
Amendment	850107	2001-03-19	15:26	2007-03-14	49700-RB33

Debtors — ADDED: 844449 — DELETED:

Debtor Type : Enterprise
Hickman Equipment (1985) Limited
,
Po Box 820 1269 Topsail Road
Mount Pearl NF Canada A1N 3C8

Secured Parties — ADDED: 844449 — DELETED:

Royal Bank Of Canada
,
5161 George St Mezzanine Level
Halifax NS Canada B3J 1M7

General Description Collateral — ADDED: 844449

2 EXCAVATORS.

ADDED: 850107

ONE GENERAL COLLATERAL DESCRIPTION :
ONE JOHN DEERE 27 EXCAVATOR S/N FF027ZX220458
ONE JOHN DEERE 120 EXCAVATOR S/N P00120X032071

Registration Details

Province/Territory : Newfoundland and Labrador
Registration Type : PPSA Financing Statement
Registration Number : 844423
Registration Date/Time : 2001-03-14 / 18:58
Expiry Date : 2007-03-14
Your File Number : 49699-RB33

History of Registration Activity

Activity	Number	Date	Time	Expiry Date	Your File Number
Original	844423	2001-03-14	18:58	2007-03-14	49699-RB33
Amendment	850099	2001-03-19	15:21	2007-03-14	49699-RB33

Debtors — ADDED: 844423 — DELETED:

Debtor Type : Enterprise
Hickman Equipment (1985) Limited

,
Po Box 820 1269 Topsail Road
Mount Pearl NF Canada A1N 3C8

Secured Parties — ADDED: 844423 — DELETED:

Royal Bank Of Canada

,
5161 George St Mezzanine Level
Halifax NS Canada B3J 1M7

General Description Collateral — ADDED: 844423

2 EXCAVATORS.

850099

ADD GENERAL COLLATERAL DESCRIPTION :
ONE JOHN DEERE 450 LC EXCAVATOR S/N FF0450X090600
ONE JOHN DEERE 200 LC EXCAVATOR S/N FF0200X501676

Registration Details

Province/Territory	: Newfoundland and Labrador
Registration Type	: PPSA Financing Statement
Registration Number	: 825232
Registration Date/Time	: 2001-03-02 / 15:35
Expiry Date	: 2005-03-02
Your File Number	: 2106175

History of Registration Activity

Activity	Number	Date	Time	Expiry Date	Your File Number
Original	825232	2001-03-02	15:35	2005-03-02	2106175

Debtors — ADDED: 825232 — DELETED:

Debtor Type : Enterprise
HICKMAN EQUIPMENT (1985) LIMITED

JOHN DEERE LIMITED

P.O. Box 899, 285 Hunter Road, Grimsby, Ontario L3M 4S9

DINETTE M. SAVARD
Finance Administration, Canada

16 March, 2001

Royal Bank of Canada
226 Water Street
St. John's, NF
A1C 1A9

Att: Brenda L. Youden

RE: Hickman Equipment (1985) Limited Subordinated letter of 16 March 2001

This letter serves to address the subordinated letter of 16 March, 2001 where John Deere Limited subordinated its interest to the Royal Bank of Canada with respect to the following John Deere construction equipment:

JOHN DEERE 27 COMPACT EXCAVATOR, S/N FF027ZX220458
JOHN DEERE 120LC EXCAVATOR, S/N P00120X032071
JOHN DEERE 200LC EXCAVATOR, S/N FF0200X501676
JOHN DEERE 450LC EXCAVATOR, S/N FF0450X090600

John Deere Limited does not issue subordinated letters unless they have been paid in full by the Dealer. To that end, let me assure you that we have in fact received funds from Hickman Equipment (1985) Limited for these units on Thursday, March 15, 2001.

We would also wish to inform you that John Deere Limited has not subordinated these units to any other institution. The form of subordination received from John Deere Limited is the only type of subordination that is issued by John Deere Limited and will be the only method of subordination issued in the future.

Regards,

Ginette Savard

Ginette Savard
Finance Administration - Canada

JOHN DEERE LIMITED

P.O. Box 898, 295 Hunter Road, Grimsby, Ontario L3M 4S9

GINETTE M. SAVARD
Finance Administration, Canada

16 March, 2001

Royal Bank of Canada
226 Water Street
St. John's, NF
A1C 1A9

Att: Brenda L. Youden

RE: ***Hickman Equipment (1985) Ltd.*** *(the "Dealer")*

We understand that you have or intend to provide financing to the Dealer and as security therefor, you have taken or you will take security (the "Lender's Security") charging the equipment of the Dealer which is described in the following:

refer to schedule "A" attached

together with the proceeds, if any, arising from the sale, lease, rental or other disposition thereof (collectively referred to as the "Collateral").

We also hold security charging the Collateral, in whole or in part, such security as now held or as may be hereinafter acquired by us being referred to as the "JDL Security".

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we consent to the Dealer granting to you a security interest in the Collateral and we further agree that the Lender's Security as it relates to the Collateral shall rank in priority to the JDL Security, provided that the Lender's Security is validly perfected and enforceable in priority to all other parties and provided further, that the financing provided by you to the Dealer and the corresponding indebtedness of the Dealer to you is accounted for on an asset-specific basis and is attributed to the Collateral on an item by item basis.

Please be advised that this agreement as to priority is not given in perpetuity. Rather, it is given coincidental to the security interest granted to you by the Dealer in the Collateral. In this regard, when the obligations secured by such security interest are satisfied on any one or more item(s) of Collateral, the priority with respect to such item(s) of Collateral granted to you hereunder shall immediately and automatically cease and terminate.

Yours very truly
JOHN DEERE LIMITED
Per:

Ginette Savard

Ginette M. Savard
Finance Administration, Canada

905-945-7346 ✓

JOHN DEERE LIMITED

Schedule "A"

JOHN DEERE 27 COMPACT EXCAVATOR, S/N FF027ZX220458
JOHN DEERE 120LC EXCAVATOR, S/N P00120X032071
JOHN DEERE 200LC EXCAVATOR, S/N FF0200X501676
JOHN DEERE 450LC EXCAVATOR, S/N FF0450X090600

ROYAL BANK OF CANADA LEASING RECORD: 1937 DATE: 03/19/2001
TORONTO, ONTARIO

DISBURSEMENT REQUEST : STANDARD - ATLANTIC

PAYEE: HICKMAN EQUIPMENT (1985) LIMITED
ADDRESS: P.O. BOX 820
1269 TOPSAIL ROAD
MOUNT PEARL, NF A1N 3C8
Please pay in: CDN
INV #: BILL OF SALE
GST REG#: 102345758
QST REG#:
COST: $661,398.47
HST: $99,209.77
QST: $0.00
GST: $0.00
TOTAL: $760,608.24
☐ Confirmation Required
Fax: Phone: Contact:
◉ WIRE Bank#: 010 00063 Account#: 0002801 ○ CHEQUE ○ Regular Mail ○ Courier #:

PAYEE: CANADIAN ALLIANCE CORPORATE FINANCE INC
ADDRESS: STE 205, 259 MIDPARK WAY S.E.
CALGARY, AB
T2X 1M2
Please pay in: CDN
INV #: 031201
GST REG#: 137089746
QST REG#:
COST: $12,507.10
HST: $1,876.06
QST: $0.00
GST: $0.00
TOTAL: $14,383.16
☐ Confirmation Required
Fax: Phone: Contact:
◉ WIRE Bank#: 004 80659 Account#: 0817-0401598 ○ CHEQUE ○ Regular Mail ○ Courier #:

PAYEE:
ADDRESS:
Please pay in: CDN
INV #:
GST REG#:
QST REG#:
COST: $0.00
HST: $0.00
QST: $0.00
GST: $0.00
TOTAL: $0.00
☑ Confirmation Required
Fax: Phone: Contact:
○ WIRE Bank#: Account#: ○ CHEQUE ○ Regular Mail ○ Courier #:

PAYEE:
ADDRESS:
Please pay in: CDN
INV #:
GST REG#:
QST REG#:
COST: $0.00
HST: $0.00
QST: $0.00
GST: $0.00
TOTAL: $0.00
☑ Confirmation Required
Fax: Phone: Contact:
○ WIRE Bank#: Account#: ○ CHEQUE ○ Regular Mail ○ Courier #:

012

ROYAL FUNDS TRANSF
2001 MAR

ROYAL BANK OF CANADA
HO TORONTO LEASING

Branch Ref No...04582-01078-199994 From
ICN............

Value Date..... 2001 MAR 19
Send Ref....

Payment Amount...........$ 760,608.24 CAD
Client Rate.............. 1.00000000
Conversion Amount........$
Communication $ 0.00 CAD
Commission $ 0.00 CAD
Client Pays Amount.......$ 760,608.24 CAD

Charges For... Sender
Serial No.......

SRF Client No...

Ordering Customer:
ROYAL BANK LEASING

Ordering Bank:

Cheque

Debit Branch Name (Princ).. ....
Debit Branch Name (Fees)...

Received From: ( )

Intermediary Bank:

Beneficiary Account: 0000000000002801
Beneficiary Customer :
HICKMAN EQUIPMENT (1985) LTD

/TELEBEN/
Account With Bank: (0010 00063)
CANADIAN IMPERIAL BANK OF COMMERCE
ATLANTIC PLACE
215 WATER STREET
ST JOHN`S NF

Details of Payment:
HICKMAN INV#BILL OF SALE

Bank To Bank Information:
/TELEBEN/

Additional charges may be deducted from the transfer amount by the receiving bank and/or its intermediaries. If this transfer cannot be completed for reasons beyond this institution's control including, without limitation, other government regulations, time zone differences or actions or inactions of third parties, you may ask this institution for a refund. This institution must get the refund before funds can be disbursed in accordance with your instructions. If conversion of funds is requested, the rate of exchange will be this institution's rate established at the time the refund is converted.
The institution will not be responsible for any loss or damage suffered or incurred by the client except in a case where there has been negligence on the part of the institution, and in any such case the institution will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless on the cause of action.

SIGNATURE(S): ______________________

Jan-15-03 02:49pm From- T-992 P.002/003 F-707

JOHN DEERE

HICKMAN EQUIPMENT

BRANCHES

TELEPHONE: (709) 368-0880 FAX: (709) 368-1145
P.O. BOX 480, GRAND FALLS-WINDSOR, NFLD. A2A 2J8
TELEPHONE: (709) 489-2501 FAX: (709) 489-7243
P.O. BOX 1074, CORNER BROOK, NFLD. A2H 6G3
TELEPHONE: (709) 634-3161 FAX: (709) 634-5889
P.O. BOX 990, STN "C", GOOSE BAY, LAB. NF. A0P 1C0
TELEPHONE: (709) 896-8666 FAX: (709) 896-8399

SAME AS BELOW

Branch		
01 - MOUNT PEAR*REPRINT*		
Date: 05/31/2001	Time: 16:42:16 (O)	Page: 1
Account No.: MARIN004	Phone No.: 7096862015	Invoice No.: 000817
Ship Via:	Purchase Order:	
Sales Tax License No.:	Federal Exemption No.:	
	Salesperson: WGH	

MARINE CONTRACTORS INC.
PO BOX 62
PASADENA
NF A0L 1K0

DESCRIPTION

DESCRIPTION		AMOUNT
Stock #: C001036 Serial #: FF0200X501636 ? ONE ONLY NEW JOHN DEERE 200-LC EXCAVATOR		225000.00
Stock #: C001107 Serial #: FF0200X501668 ? ONE ONLY NEW JOHN DEERE 200-LC EXCAVATOR		225000.00
Stock #: C001127 Serial #: FF0200X501676 RBC- ONE ONLY NEW JOHN DEERE 200-LC EXCAVATOR		225000.00
TRADE INS		
Stock #: C001339 Serial #: 06CR04706 In Stock LESS TRADE ONE ONLY USED CAT 320B EXCAVATOR		225000.00-
Stock #: C001340 Serial #: 06CR05244 In Stock LESS TRADE ONE ONLY USED CAT 320B EXCAVATOR		225000.00-
Stock #: C001341 Serial #: 06CR05245 In Stock LESS TRADE ONE ONLY USED CAT 320B EXCAVATOR		225000.00-
	Subtotal:	.00
	Total:	

Fold –

GOODS RECEIVED BY ______________________

DISCLAIMER OF WARRANTIES

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

This is Exhibit "ARB#2" referred to in the Affidavit of A. Ross Backman and sworn before me this 16 day of January, A.D. 2003.

A Notary Public in the Province of Nova Scotia

THOMAS O. BOYNE
A Barrister of the Supreme Court of Nova Scotia

HICKMAN EQUIPMENT

HICKMAN EQUIPMENT (1985) LIMITED
P.O. BOX 82A MT. PEARL, NFLD. A1N 3C8
TELEPHONE (709) 368-3660, FAX (709) 368-4140

BRANCHES

P.O. BOX 490, GRAND FALLS-WINDSOR, NFLD. A2A 2J8
TELEPHONE: (709) 489-2581 FAX: (709) 489-7243
P.O. BOX 1074, CORNER BROOK, NFLD. A2H 6G9
TELEPHONE: (709) 634-3161 FAX: (709) 634-0580
P.O. BOX 990, STN "C", GOOSE BAY, LAB. NF, A0P 1C0
TELEPHONE: (709) 896-8668 FAX: (709) 896-8163
P.O. BOX 219, WABUSH, NFLD. A0R 1B0
TELEPHONE: (709) 282-3620 FAX: (709) 282-3395

SAME AS BELOW

ROYAL BANK OF CANADA
226 WATER STREET
ST. JOHN'S, NF A1C 1A9

Branch		
01 - MOUNT PEARL		
Date: 03/28/2001	Time: 15:24:08	Page: 1
Account No.	Phone No.	Invoice No.: LE0502
Ship Via	Purchase Order	
Sales Tax Licence No.	Federal Exemption No.	
	Salesperson: WEP	

DESCRIPTION

DESCRIPTION		AMOUNT
Stock #: C001157 1 ONLY JOHN DEERE 644H LOADER	Serial #: DW644HX579488	243,866.81
Stock #: C001233 1 ONLY JOHN DEERE 850C DOZER	Serial #: T0850CX896776	271,372.73
Stock #: C001240 ONE ONLY JOHN DEERE 310G BACKHOE	Serial #: T0310GX897091	88,166.84
Stock #: C00124T ONE ONLY JOHN DEERE 310SG [illegible]		101,744.55
Stock #: C007242 ONE ONLY JOHN DEERE 310SG [illegible]	T0310SG897094	101,744.55
Stock #: C007243 1 ONLY JOHN DEERE 310SG [illegible]	#: [illegible] T0310SG897121	101,744.55
Stock #: C001237 ONLY JOHN DEERE 310SG [illegible]	[illegible]G89659 T0310SG897104	102,136.29
Stock #: C001256 ONLY JOHN DEERE 310SG BACKHO[illegible]	T0310SG896594 T0310SG896618	99,824.57

Subtotal:	1,110,600.69
H.S.T.:	166,590.10
Total:	1,277,190.79

G.S.T./H.S.T. REGISTRATION NO. R102345768

GOODS RECEIVED BY ____________________

DISCLAIMER OF WARRANTIES

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

Date: Apr-02-2001

...lized Financing Services
... Bank of Canada Leasing
... ater St.
... John's, NF A1C 5N5

BILL OF SALE

...nsideration of your payment to us of the sum of $ 1,110,600.69 (one million one hundred ten thousand six hundred and 69/100) plus ... of $ 166,590.10 (one hundred sixty six thousand five hundred ninety and 10/100) receipt of which is hereby acknowledged, the ...ndersigned hereby sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ... quipment"):

NEW JOHN DEERE EQUIPMENT AS MORE FULLY
DESCRIBED ON INVOICE NO. LE0302 DATED 03/28/01
ISSUED BY: HICKMAN EQUIPMENT (1985) LIMITED

The undersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all ... other interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

T... undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, where is basis.

HICKMAN EQUIPMENT (1985) LIMITED

HST#: R102345758

Per: [signature]

Per: [signature]

MENT LEASE (SUB-LEASE PROVISIONS)

Lessee No. 10972 Lease No. 82164

LESSEE	SUPPLIER OF EQUIPMENT
HICKMAN EQUIPMENT (1985) LIMITED	Name SALE/LEASEBACK
PO BOX 620, 1280 TOPSAIL ROAD	Address
MOUNT PEARL Prov. NF Postal Code A1N 3C8	City Prov. Postal Code
ne No. 709-748-2000 Contact JOHN KING	Telephone No./Contact

Lessee # ECUIP_LEGA

Make	Model No.	Year	Description of Equipment	Serial No.
			NEW JOHN DEERE EQUIPMENT AS MORE FULLY DESCRIBED ON INVOICE NO. LE0302 DATED 03/28/01 ISSUED BY: HICKMAN EQUIPMENT (1985) LIMITED	

TERMS USED IN EQUIPMENT LEASE (Total Rental Payment includes current harmonized sales tax)

(in months)	No. OF RENTAL PAYMENTS	PAYMENTS WILL BE MADE	FIRST RENTAL DUE DATE (Month/Day/Year)	RENTAL PAYMENT	HST
63	63	MONTHLY	04/02/2001	$ 20,840.42	$ 3,125.06
	TOTAL RENTAL PAYMENT	LEASE SECURITY DEPOSIT	PURCHASE OPTION DATE	PURCHASE OPTION PRICE	OTHER CHARGES
	$ 23,966.48	0.00	04/01/2006 Or at the end of the 63	$ 111,060.07 month of the lease term	$ 250.00

LEASE

Bank of Canada ("Royal Bank") leases the equipment shown above (the "Equipment") to the Lessee, under the provisions of this Equipment Lease. Royal Bank may complete the description of the Equipment in this Equipment Lease by inserting appropriate serial numbers and other details specifically identifying items of Equipment.

TERM

The Term of this Equipment Lease starts on the First Rental Due Date, provided that if any item of the Equipment is delivered to the Lessee before the First Rental Due Date, the term shall start on that delivery date and shall be extended by the number of days from and including that date of final delivery to the First Rental Due Date. The term ends on the earlier of the last day of the Term, and the Purchase Option Date, if the Lessee exercises the Purchase Option under Section 29 of this Equipment Lease.

RENT

(a) The Lessee shall pay the first Total Rental Payment plus Lease Security Deposit on the First Rental Due Date, and subsequent Total Rental Payments at the periodic interval shown above, on the same date in each period (or the preceding date where there is no corresponding date in a month).

(b) If the Term to the Purchase Option Date exceeds 60 months, then commencing in the 61st month of the Term the rental Payment and Total Rental Payment shall be adjusted to reflect Royal Bank's then current lease rate.

(c) The Lessee shall make all payments to Lessor at the address shown below.

4. EXCLUSION OF REPRESENTATIONS AND WARRANTIES

The Lessee acknowledges that it has personally selected each item of the Equipment, and that the Equipment is of a manufacturer, size, design and capacity specified by it, and that Royal Bank has purchased the Equipment at the Lessee's request. The Lessee acknowledges that Royal Bank has made no representation or warranty with respect to the fitness or suitability of any of the Equipment for the purposes of the Lessee, or any other representation or warranty, expressed or implied, with respect to the Equipment. The Lessee acknowledges that Royal Bank has no responsibility to the Lessee for any warranties, guarantees or other undertakings made by the manufacturer or supplier of the Equipment. Royal Bank assigns to the Lessee any interest Royal Bank has in any of those warranties, guarantees or any other undertakings. Royal Bank expressly conveys to the Lessee the warranty resulting from the sale by the supplier of the Equipment to Royal Bank. No defence, write-off, set-off, or counter-claim to which the Lessee may be entitled against any supplier or manufacturer of the Equipment shall affect the Lessee's liability to pay Total Rental Payments and other amounts under this Equipment Lease. Any such dispute shall be between that supplier or manufacturer and the Lessee only, and shall in no way affect the Lessee's obligations or Royal Bank's rights under this Equipment Lease.

5. TITLE

The Equipment shall remain the property of Royal Bank, and the Lessee shall have no right or interest in the Equipment except as provided in this Equipment Lease. The Equipment shall at all times be and remain personal or movable property, regardless of the manner in which it may be attached to any real or immovable property.

TIONAL TERMS ON PAGES 2, 3 & 4 FORM PART OF THIS EQUIPMENT LEASE. The Lessee acknowledges receipt of a copy of this Equipment Lease. Signatories for Lessee certify that they have read and agreed to all of the provisions on pages 1, 2 and 3 of this Equipment Lease and are authorized to execute this document.

April 4/01

Bank of Canada – Lessor

B. L. Yo...

Signature and Title

HICKMAN EQUIPMENT (1985) LIMITED

(Name of Lessee – Legal Name)

By: Authorized Signature and Title REGIONAL SALES MANAGER

By: Authorized Signature and Title CHIEF FINANCIAL OFFICER

ROYAL BANK'S REMEDIES ON DEFAULT

If an Event of Default occurs, Royal Bank may without notice to the Lessee take possession of the Equipment, and for that purpose may enter any premises where Equipment is located. Royal Bank may sell, lease or otherwise dispose of the Equipment for such consideration and upon such terms and conditions, as it considers reasonable. This includes, without limitation, the right in the name of and as the irrevocably appointed agent and attorney for the Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Royal Bank may deem reasonable, without terminating or being deemed to have terminated this Equipment Lease, and to receive that rental and hold and apply it against any obligations of the Lessee to the Royal Bank under this Equipment Lease. All of these rights are without prejudice to Royal Bank's other rights and recourses under this Equipment Lease, at law or in equity.

If an event of Default occurs, then whether or not Royal Bank has taken possession of the Equipment, the Lessee shall pay to Royal Bank on demand, an amount determined as follows:

(i) an amount calculated by discounting the value of all Total Rental Payments remaining to be paid during the remainder of the Term using an assumed rate of interest of 5% per annum, calculated and compounded monthly in advance; plus

the amount of any Foreseeable Damages suffered or sustained by Royal Bank and not recovered pursuant to subparagraph (i); plus

(iii) the amount of any Total Rental Payments due as of the date of the Event of Default and unpaid, and any other amount due on that date and unpaid under this Equipment Lease; plus

any costs, including legal costs, of Royal Bank in demanding payment under this Equipment Lease, repossessing, repairing and disposing of the Equipment; less

the amount of any Lease Security Deposit in the hands of Royal Bank and, where Royal Bank has taken possession and disposed of any Equipment, any proceeds of the disposal actually received by Royal Bank.

If Royal Bank has leased the Equipment under Section 15 (a), it may demand payment under Section 15 (b), and account to the Lessee for the proceeds of that leasing when Royal Bank receives them.

If Royal Bank has not taken possession of the Equipment, and the Lessee pays Royal Bank the amount determined under Section 15 (b), then Royal Bank will transfer all of its right, title and interest in the Equipment under this Equipment Lease to the Lessee, on a "where-is, as-is" basis without any representation or warranty except as to Royal Bank's right to convey the Equipment to the Lessee.

RETURN OF EQUIPMENT ON TERMINATION

When this Equipment Lease is terminated or comes to an end, and the Lessee has not exercised its option under Section 26 to purchase the Equipment, it shall deliver the Equipment at its sole expense to the place designated by Royal Bank. If the Lessee fails to comply with the provisions of this Section 16, Royal Bank may enter upon any premises where the Equipment is located and remove it from those premises.

INTEREST

If the Lessee fails to pay any amount due under this Lease, that amount shall bear interest at the rate of 18% per annum, calculated and compounded monthly.

ASSIGNMENT BY ROYAL BANK

Royal Bank may assign its interest in this Equipment Lease or any monies payable by the Lessee under this Equipment Lease, without any notice to the Lessee, provided that no assignment shall release Royal Bank from its obligations under this Equipment Lease. The Lessee agrees to recognize any assignment by Royal Bank, and agrees that if Royal Bank defaults under any of its obligations under this Equipment Lease, the Lessee will not, as against any assignee, terminate this Equipment Lease or exercise any right of set-off. Royal bank may provide to any assignee or potential assignee any information it has about the Lessee.

NON-WAIVER

This Equipment Lease may only be amended by an agreement in writing between Royal Bank and the Lessee. If Royal Bank fails to exercise or delays exercising any of its rights under this Equipment Lease, that failure or delay shall not operate as a waiver of the right.

TIME OF ESSENCE

Time is of the essence of this Equipment Lease.

SUCCESSORS AND ASSIGNS

This Equipment Lease shall be binding on and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, provided that this shall not permit any transfer or other dealing with this Equipment Lease, the Equipment or any monies payable under this Equipment Lease except as permitted elsewhere in this Equipment Lease. If more than one Lessee executes this Equipment Lease, the obligation of each lessee hereunder shall be joint and several.

HEADINGS

Headings in this Equipment Lease are for convenience of reference only, and shall not affect its interpretation.

NON-CANCELLABLE LEASE

This Lease cannot be cancelled or terminated except as expressly provided in it.

INDEMNITY

The Lessee shall indemnify and hold harmless Royal Bank from any loss, cost, damage or expense which Royal Bank may suffer or incur due to the failure of the Lessee to perform any of its obligations under this Equipment Lease; or arising from the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment.

If the Lessee fails to perform any of its obligations under this Equipment Lease, Royal Bank may but shall not be obligated to, perform any of those obligations, and the Lessee shall pay to Royal Bank, immediately upon written demand, an amount equal to the expense incurred by Royal Bank in performing those obligations.

SECURITY DEPOSIT

The Lease Security Deposit, if any, may be held by Royal Bank and applied by it to any amount due under this Equipment Lease which is not paid when due. If any part of the Lease Security Deposit is so applied, the Lessee will immediately restore the Lease Security Deposit to the full amount shown in this Equipment Lease. Upon termination or expiry of this Equipment Lease, Royal Bank shall return the balance of the Lease Security Deposit to the Lessee, without interest.

OPTION TO PURCHASE

The Lessee may purchase the Equipment on the Purchase Option Date at the Purchase Option Price (which price is the estimated fair market value of the Equipment on that date). To exercise its option to purchase, the Lessee must give Royal Bank notice in writing of its intention not less than 60 days prior to the Purchase Option Date. The Lessee may not exercise its option to purchase unless:

this Equipment Lease is in force and effect; and

no Event of Default has occurred which has not been cured prior to the Purchase Option Date.

If the Lessee exercises this purchase option, it will pay the Purchase Option Price to Royal Bank on the Purchase Option Date, and Royal Bank will convey all of its right, title and interest in the Equipment under this Equipment Lease to the Lessee on a "where-is, as-is" basis, without any representation or warranty except as to Royal Bank's right to convey the Equipment to the Lessee.

Initialed by:
Royal Bank of Canada

Initialed by:
Hickman Equipment (1985) Limited

13-2001 11:41 CallXpressFAX 97% P.05
-03-2001 17:01 7093681146 99% P.04

WAIVER OF STATUTORY RIGHTS

waives its rights under the Personal Property Security Acts of Alberta and British Columbia to receive a copy of any financing statement or financing change statement. If Lessee is a corporation, the Limitation of Civil Rights Act of Saskatchewan or any provision of that Act shall have no application to this Equipment leased by Royal Bank.

PAYMENTS

may charge any amount owing by Lessee under this Equipment Lease to Lessee's account at Royal Bank.

GOVERNING LAW

Equipment Lease shall be governed and construed according to the laws of the province where the Equipment is required to be located under the terms of this Equipment Lease. Lessor and Lessee hereby acknowledge that they have required this Lease and all related documents to be drawn up in the English language. Le Bailleur et le Preneur consent avoir exigé que le présent crédit-bail et les documents qui s'y rattachent soient rédigés en anglais.

FACSIMILE LANGUAGE

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this Equipment Lease if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right based on the best evidence rule.

FINANCIAL INFORMATION

Lessee will provide to Royal Bank from time to time such information about Lessee and Lessee's business as Royal Bank shall reasonably request, including, without limitation, any financial statements prepared by or for Lessee regarding Lessee's business. In addition, the Lessee shall furnish the following information in writing to Royal Bank;

(a) Annual Audited Financial Statements, within 90 days after fiscal year end.

(b) Quarterly Internally prepared financial statement within 20 days of fiscal quarter end (March, June, September, December)

(c) Quarterly Compliance Certificate listing outstanding lease agreements in relation to this credit facility; will detail serial numbers of equipment, counter-party, dollar amount remaining and status aging of payments (March, June, September, December)

Initialed by:
Royal Bank of Canada

Initialed by:
Nickman Equipment (1985) Limite

Your File Number : 52699-CC9

History of Registration Activity

Activity	Number	Date	Time	Expiry Date	Your File Number
Original	889139	2001-04-09	18:53	2006-04-09	52699-CC9

Debtors	ADDED	DELETED
Debtor Type : Enterprise Hickman Equipment (1985) Ltd , 1269 Topsail Road Mount Pearl NF Canada A1N 3C8	889139	

Secured Parties	ADDED	DELETED
Ingersoll-Rand Canada Inc. , 51 Worcester Road Rexdale ON Canada M9W 4K2	889139	

Serial Numbered Collateral

Collateral Type / Serial Number	Description	ADDED	DELETED
Motor Vehicle 167317	2001 Ingersoll-Rand SD110D	889139	

Registration Details

Province/Territory : Newfoundland and Labrador
Registration Type : PPSA Financing Statement
Registration Number : 876631
Registration Date/Time : 2001-04-02 / 18:34
Expiry Date : 2007-04-02
Your File Number : 51854-RB33

History of Registration Activity

Activity	Number	Date	Time	Expiry Date	Your File Number
Original	876631	2001-04-02	18:34	2007-04-02	51854-RB33

Debtors	ADDED	DELETED
Debtor Type : Enterprise Hickman Equipment (1985) Limited	876631	

,
Po Box 820 1289 Topsail Rd
Mount Pearl NF Canada A1N 3C8

Secured Parties	ADDED	DELETED
Royal Bank Of Canada	876631	

,
5161 George St Mezzanine Level
Halifax NS Canada B3J 1M7

General Description Collateral	ADDED
	876631

HEAVY DUTY JOHN DEERE EQUIPMENT

Registration Details

Province/Territory	:	Newfoundland and Labrador
Registration Type	:	PPSA Financing Statement
Registration Number	:	872754
Registration Date/Time	:	2001-03-30 / 19:05
Expiry Date	:	2006-03-30
Your File Number	:	51630-CC9

History of Registration Activity

Activity	Number	Date	Time	Expiry Date	Your File Number
Original	872754	2001-03-30	19:05	2006-03-30	51630-CC9

Debtors	ADDED	DELETED
Debtor Type : Enterprise	872754	

Hickman Equipment (1985) Ltd

,
1269 Topsail Road West
Mount Pearl NF Canada A1N 3C8

Secured Parties	ADDED	DELETED
Ingersoll-Rand Canada Inc.	872754	

,
51 Worcester Road
Rexdale ON Canada M9W 4K2

Serial Numbered Collateral	ADDED	DELETED

Collateral Type Serial Number	Description

008

JOHN DEERE LIMITED

P.O. Box 898, 295 Hunter Road, Grimsby, Ontario L3M 4H9

GINETTE M. SAVARD
Finance Administration, Canada

3 April, 2001

Royal Bank of Canada
226 Water Street
St. John's, NF
A1C 1A9

Att: Brenda L. Youden

RE: Hickman Equipment (1985) Limited Subordinated letter of 03 April 2001

This letter serves to address the subordinated letter of 3 April, 2001 where John Deere Limited subordinated its interest to the Royal Bank of Canada with respect to the following John Deere construction equipment:

JOHN DEERE 644H LOADER S/N, DW644HX579488
JOHN DEERE 850C DOZER, S/N T0850CX896776
JOHN DEERE 310G BACKHOE, S/N T0310GX897091
JOHN DEERE 310SG BACKHOE, S/N T0310SG897094
JOHN DEERE 310SG BACKHOE, S/N T0310SG897121
JOHN DEERE 310SG BACKHOE, S/N T0310SG897104
JOHN DEERE 310SG BACKHOE, S/N T0310SG896594
JOHN DEERE 310SG BACKHOE, S/N T0310SG896618

John Deere Limited has not subordinated these units to any other institution.

Regards,

Ginette Savard

Ginette Savard
Finance Administration - Canada

TOTAL P.04
P.04

905 945 1267 99%

TOTAL P.12

009

JOHN DEERE LIMITED

P.O. Box 898, 295 Hunter Road, Grimsby, Ontario L3M 4G9

GINETTE M. SAVARD
Finance Administration, Canada

April, 2001

Royal Bank of Canada
26 Water Street
t. John's, NF
A1C 1A9

tt: Brenda L. Youden

RE: *Hickman Equipment (1985) Limited (the "Dealer")*

We understand that you have or intend to provide financing to the Dealer and as security therefor, you have ten or you will take security (the "Lender's Security") charging the equipment of the Dealer which is described in the following:

refer to schedule "A" attached

ogether with the proceeds, if any, arising from the sale, lease, rental or other disposition thereof collectively referred to as the "Collateral").

also hold security charging the Collateral, in whole or in part, such security as now held or as may be ereinafter acquired by us being referred to as the "JDL Security".

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we consent to the ler granting to you a security interest in the Collateral and we further agree that the Lender's Security it relates to the Collateral shall rank in priority to the JDL Security, provided that the Lender's Security idly perfected and enforceable in priority to all other parties and provided further, that the financing ded by you to the Dealer and the corresponding indebtedness of the Dealer to you is accounted for on asset-specific basis and is attributed to the Collateral on an item by item basis.

be advised that this agreement as to priority is not given in perpetuity. Rather, it is given dental to the security interest granted to you by the Dealer in the Collateral. In this regard, when the gations secured by such security interest are satisfied on any one or more item(s) of Collateral, the ity with respect to such item(s) of Collateral granted to you hereunder shall immediately and tically cease and terminate.

rs very truly
DEERE LIMITED

Ginette Savard

M. Savard
e Administration, Canada

P.03

JOHN DEERE LIMITED

Schedule "A"

JOHN DEERE 644H LOADER S/N. DW644HX579488
JOHN DEERE 850C DOZER, S/N T0850CX896776
JOHN DEERE 310G BACKHOE, S/N T0310GX897091
JOHN DEERE 310SG BACKHOE, S/N T0310SG897094
JOHN DEERE 310SG BACKHOE, S/N T0310SG897121
JOHN DEERE 310SG BACKHOE, S/N T0310SG897104
JOHN DEERE 310SG BACKHOE, S/N T0310SG896594
JOHN DEERE 310SG BACKHOE, S/N T0310SG896618

ROYAL BANK

Royal Bank of Canada
Corporate Banking – Leasing
5th floor, Royal Trust Tower
77 King Street West
Toronto, Ontario
M5W 1P9
Tel: (877) 707-6925
Fax (416) 364-9617

April 3, 2001

CANADIAN IMPERIAL BANK OF COMMERCE

PRIORITY AGREEMENT

HICKMAN EQUIPMENT (1985) LIMITED

The Royal Bank of Canada will be entering into a new Lease Agreement between ourselves as Lessor and the Lessee as Lessee, for the Equipment described as:

> One John Deere 644H Loader s/n: DW644HX579488, One 850C Dozer s/n: T0850CX896776, One 310G Backhoe s/n: T0310GX897091, One 310SG Backhoe s/n:T0310SG897091, Four 310SG Backhoe s/n:T0310SG897094, T0310SG897121, T0310SG897104, T0310SG896594 and One 310 backhoe s/n: T0310SG896618 (all John Deere Equipment)

Would you please confirm by signing and returning this letter by fax your agreement that:

(a) any security interest you may have, now or in the future, in the Equipment, including any proceeds (as defined in the Personal Property Security Act, 1989 of Ontario) of the Equipment, is hereby postponed and Subordinated in all respects to our interest in the Equipment and such proceeds; and

(b) if you assign or transfer your security interest, you will have the Assignee or Transferee agree in writing to this postponement and subordination.

Yours truly,

ROYAL BANK OF CANADA

Per: ______

Encl. Nadia Di Ilio, Client Services Ext 434

We hereby confirm our agreement with the provisions of this letter.

Per: ______

Date: April 5/2001

012

ROYAL BANK OF CANADA LEASING
TORONTO, ONTARIO

RECORD: 2153 DATE: 04/05/2001

DISBURSEMENT REQUEST : STANDARD - ~~ONTARIO~~

PAYEE: HICKMAN EQUIPMENT (1985) LIMITED
ADDRESS: P.O. BOX 820
1269 TOPSAIL ROAD
MOUNT PEARL, NF A1N 3C8
Please pay in: CDN
INV #: BILL OF SALE
GST REG#: 102345758
QST REG#:
COST: $1,110,600.69
HST: $166,590.10
QST: $0.00
GST: $0.00
TOTAL: $1,277,190.79
Confirmation Required
Fax: Phone: Contact:
◉ WIRE Bank#: 010 00063 Account#: 0002801
○ CHEQUE ○ Regular Mail ○ Courier #:

PAYEE: CANADIAN ALLIANCE CORPORATE FINANCE INC
ADDRESS: STE 205, 259 MIDPARK WAY S.E.
CALGARY, AB
T2X 1M2
Please pay in: CDN
INV #: 040201
GST REG#: 137069746
QST REG#:
COST: $13,606.00
HST: $2,040.90
QST: $0.00
GST: $0.00
TOTAL: $15,646.90
Confirmation Required
Fax: Phone: Contact:
◉ WIRE Bank#: 004 80659 Account#: 0817-0401598
○ CHEQUE ○ Regular Mail ○ Courier #:

PAYEE:
ADDRESS:
Please pay in: CDN
INV #:
GST REG#:
QST REG#:
COST: $0.00
HST: $0.00
QST: $0.00
GST: $0.00
TOTAL: $0.00
☑ Confirmation Required
Fax: Phone: Contact:
○ WIRE Bank#: Account#:
○ CHEQUE ○ Regular Mail ○ Courier #:

PAYEE:
ADDRESS:
Please pay in: CDN
INV #:
GST REG#:
QST REG#:
COST: $0.00
HST: $0.00
QST: $0.00
GST: $0.00
TOTAL: $0.00
☑ Confirmation Required
Fax: Phone: Contact:
○ WIRE Bank#: Account#:
○ CHEQUE ○ Regular Mail ○ Courier #:

ROYAL FUNDS TRANSFE
2001 APR 0

ROYAL BANK OF CANADA
HO TORONTO LEASING

Value Date..... 2001 APR 05

Branch Ref No...04582-01095-199990
From
Send Ref....
ICN...........

Payment Amount...........$	1,277,190.79 CAD	Charges For... Sender	
		Serial No.......	
Client Rate..............	1.00000000		
Conversion Amount........$	0.00 CAD		
Communication $	0.00 CAD		
Commission $			
Client Pays Amount.......$	1,277,190.79 CAD	SRF Client No...	

Ordering Bank:

Ordering Customer:
ROYAL BANK LEASING

Cheque

Debit Branch Name (Princ)..
....

Debit Branch Name (Fees)...

Intermediary Bank:

Received From: ( )

Beneficiary Account: 0000000000002801 /TELEBEN/

Beneficiary Customer :
HICKMAN EQUIPMENT (1985) LTD

Account With Bank: (0010 00063)
CANADIAN IMPERIAL BANK OF COMMERCE
ATLANTIC PLACE
215 WATER STREET
ST JOHN`S NF

Bank To Bank Information:
/TELEBEN/

Details of Payment:
HICKMAN INV#BILL OF SALE

Additional charges may be deducted from the transfer amount by the receiving bank and/or its intermediaries. If this transfer cannot be completed for reasons beyond this institution's control including, without limitation, other government regulations, time zone differences or actions or inactions of third parties, you may ask this institution for a refund. This institution must get the refund before funds can be disbursed in accordance with your instructions. If conversion of funds is requested, the rate of exchange will be this institution's rate established at the time the refund is converted.

The institution will not be responsible for any loss or damage suffered or incurred by the client except in a case where there has been negligence on the part of the institution, and in any such case the institution will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless on the cause of action.

SIGNATURE(S): ________________

JOHN DEERE

HICKMAN EQUIPMENT

BRANCHES

P.O. BOX 480, GRAND FALLS-WINDSOR, NFLD. A2A 2J8
TELEPHONE: (709) 489-4591 FAX: (709) 489-7243
P.O. BOX 1074, CORNER BROOK, NFLD. A2H 6C3
TELEPHONE: (709) 634-2161 FAX: (709) 634-0889
P.O. BOX 980, STN "C", GOOSE BAY, LAB. NF. A0P 1C0
TELEPHONE: (709) [illegible] FAX: (709) 896-[illegible]

Branch		
01 - MOUNT PEAR*REPRINT*		
Date: 03/01/2001	Time: 12:36:54 (O)	Page: 1
Account No.: MODER002	Phone No.: 7093647283	Invoice No.: 000759
Ship Via	Purchase Order	
Sales Tax License No.	Federal Exemption No.	
	Salesperson: PCB	

SAME AS BELOW

MODERN HOLDINGS LTD
P.O. BOX 580
GOULDS
NFLD A1S 1G6

DESCRIPTION

SCRIPTION	AMOUNT
tock #: C000963 Serial #: FF0330X080941 NE ONLY JOHN DEERE 330LC EXCAVATOR	325000.00
ock #: C001233 Serial #: T0850CX896776 NE ONLY JOHN DEERE 850C DOZER	299000.00
ock #: N1678 Serial #: 35NB6911 NE ONLY USED CAT D350C TRUCK	20000.00
TRADE INS	
tock #: C001225 Serial #: 8FK00848 Sold. ESS TRADE ONE ONLY USED CAT 330 EXCAVATOR	100000.00-
ock #: C001226 Serial #: 5TJ02858 ESS TRADE ONE ONLY USED CAT D8N DOZER	260000.00-
ock #: C001227 Serial #: N/A SS TRADE ONE ONLY USED TEREX TRUCK	18000.00-
ock #: C001228 Serial #: R10031 SS TRADE ONE ONLY USED I/R ECM350 AIR TRACK	8000.00-
tock #: C001229 Serial #: 172821 SS TRADE ONE ONLY USED I/R XP325 COMPRESSOR	8000.00-
Subtotal:	250000.00
15 % H.S.T.:	37500.00
Total:	287500.00

GOODS RECEIVED BY ____________________

DISCLAIMER OF WARRANTIES