

INFORMATION MEMORANDUM

SHORT-TERM PROMISSORY NOTES

OF

FINNING INTERNATIONAL INC.



This Information Memorandum does not in any way obligate Finning International Inc. to accept an offer to purchase any Short-Term Promissory Notes (the “Notes”).

These Notes have not been registered under the United States *Securities Act* of 1933. The Notes are not being offered for sale in the United States or the Territories or possessions thereof (collectively the “**United States**”) or to any citizen, national or resident of the United States or a corporation, partnership, trust or other entity organized under the laws of or resident in the United States or any state or other political subdivision thereof, or to any person purchasing for resale to, for the account of, or for the benefit of any such person.

August 15, 2005

FINNING INTERNATIONAL INC.

Finning International Inc. (“**Finning**”) is a Canadian-based international company which sells, rents, and provides customer support services for Caterpillar Inc. (“Caterpillar”) equipment and engines and complementary equipment on three continents around the world. In terms of sales volume, Finning is one of the largest distributors of Caterpillar products in the world and is the authorized dealer of Caterpillar products in its Western Canada territories, the United Kingdom and the southern cone of South America (defined as the countries of Argentina, Bolivia, Chile and Uruguay). Finning has over 12,000 employees in these dealer territories. Finning has been a dealer of Caterpillar products since 1933.

Please see Finning’s Annual Information Form dated March 18, 2005 for a description of Finning’s businesses, including its financial and risk profile.

DESCRIPTION OF THE SHORT TERM PROMISSORY NOTES

Principal Amount: The maximum aggregate principal amount of Short Term Promissory Notes of Finning (the “**Notes**”) authorized to be outstanding at any one time is \$500 million in lawful money of Canada or the equivalent thereof in U.S. currency.

Purpose: The net proceeds from the sale of the Notes will be used by Finning for its general corporate purposes and those of its affiliated companies.

Form of Notes: The Notes will be issued in negotiable form, payable to bearer or to the order of a named payee thereof, and will be interest bearing and issued at par or issued at a discount to mature at their principal amount.

At the option of Finning, the Notes may be issued in “book entry only” form (“**Book Entry Notes**”), in which case such Notes will be purchased or transferred through participants (“**Participants**”) in The Canadian Depository for Securities Limited (“**CDS**”) debt clearing service, which Participants include securities brokers and dealers and banks and trust companies, or through other institutions (“**Indirect Participants**”) that maintain custodial relationships with a Participant, either directly or indirectly.

Finning will cause Book Entry Notes to be held on behalf of, and registered in the name of, CDS or its nominee. Each purchaser of a Book Entry Note will receive a customer confirmation of purchase from the registered dealer from whom such Note is purchased in accordance with the practices and procedures of that registered dealer.

No person having an interest in any Book Entry Notes (a “**holder**”) will be entitled to a certificate or other instrument from Finning or CDS evidencing that person’s interest in such Notes, nor will any holder be shown on the records maintained by CDS, except through an agent of the person who is a Participant or an Indirect Participant in CDS. Registration of interests in and transfers of Book Entry Notes will only be made through the debt clearing system of CDS. All payments on Book Entry Notes will be made by Finning to The Toronto-Dominion Bank (the “**Issuing and Paying Agent**”) which will then make payments to CDS; such payments will be forwarded by CDS to its Participants, by Participants to holders or by Participants to Indirect Participants and thereafter to holders.

Neither Finning nor any of its affiliates, or the registered dealers who offer the Notes for sale will assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Book Entry Notes held by CDS or the payments relating thereto; (b) maintaining, supervising or reviewing any records relating to the Book Entry Notes; or (c) any advice or representation made by or with respect to CDS (including those contained in this Information Memorandum) and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants.

The rules governing CDS provide that it acts as the agent and depository for the Participants and, subject to any contract between CDS and any Participant, CDS has a statutory duty to enforce payment of the Notes on behalf of the Participants. Once payment of the principal and interest on the Book Entry Notes is made by or on behalf of Finning to CDS, Finning will be discharged of its obligation to pay under such Notes.

The ability of a holder to pledge Book Entry Notes or take action with respect thereto (other than through a Participant or an Indirect Participant) may be limited due to the lack of physical certificates.

Finning will have the option at any time to terminate its participation in the CDS book entry system with respect to the Book Entry Notes, in which case Notes in certificated form payable to bearer or to the order of a named payee thereof will be issued to holders of Book Entry Notes or their nominees.

- Denominations:** Multiples of \$1,000, subject to a minimum of \$100,000 in lawful money of Canada or its equivalent in U.S. dollars on the date of issue.
- Maturities:** Up to 365 days from date of issue.
- Discount and Rates of Interest:** Available upon request.
- Delivery:** Delivery of Notes in certificated form will be made against payment by certified cheque and may be arranged for same day delivery to the purchaser or its agent through the Issuing and Paying Agent in Toronto. In other principal cities in Canada, delivery will be made by letter of undertaking. Delivery of Book Entry Notes will be made in accordance with the rules established by CDS.
- Payment:** At maturity, payment of the principal of, and interest (if any) on, Notes in certificated form will be made by or on behalf of Finning through the Issuing and Paying Agent in the currency of issue upon presentation and surrender of the Notes.

All payments on Book Entry Notes will be made by or on behalf of Finning through the Issuing and Paying Agent in accordance with the rules established by CDS.

Bank Lines of Credit:

Finning, either directly or through subsidiaries, maintains lines of credit with its bankers which, in Finning's opinion, are sufficient for its operations, including commercial paper activity.

Issuing and Paying Agent:

The Toronto-Dominion Bank.

Eligibility for Investment:

If issued on the date hereof, the Notes would not be precluded as investments under each of the following statutes (and, where applicable, the regulations thereunder), in each case subject to general investment provisions and restrictions, and in certain cases subject to prudent investment standards and general investment provisions and restrictions pertaining generally to purchasers and to additional requirements relating to investment or lending policies or goals:

Insurance Companies Act (Canada);
Pension Benefits Standards Act, 1985 (Canada);
Trust and Loan Companies Act (Canada);
Bank Act (Canada);
Cooperative Credit Associations Act (Canada);
Alberta Heritage Savings Trust Fund Act;
Employment Pension Plans Act (Alberta);
Insurance Act (Alberta);
Loan and Trust Corporations Act (Alberta);
Financial Institutions Act (British Columbia);
Pension Benefits Standards Act (British Columbia);
Loan and Trust Corporations Act (Ontario);
Pension Benefits Act (Ontario);
Trustee Act (Ontario);
An Act respecting insurance (Québec) (for an insurer (as defined therein) other than a guarantee fund corporation);
Supplemental Pension Plans Act (Québec) (for a plan governed thereby);
An Act respecting trust companies and savings companies (Québec) (for a trust company (as defined therein) investing its own funds and deposits it receives and a savings company (as defined therein) investing its funds);
The Insurance Act (Manitoba);
The Pension Benefits Act (Manitoba);
The Trustee Act (Manitoba);
Pension Benefits Act (New Brunswick);
Trustees Act (New Brunswick);
Pension Benefits Act (Nova Scotia);
Trustee Act (Nova Scotia); and
Pension Benefits Act, 1997 (Newfoundland and Labrador)

FINNING INTERNATIONAL INC.

**CERTIFIED COPY
OF
RESOLUTION OF THE BOARD OF DIRECTORS**

I, Sebastian T. Guridi, Corporate Secretary of Finning International Inc. (the “Company”), hereby certify that the following is a true and correct copy of a resolution of the Board of Directors of the Company passed on the 9th day of August, 2005; that the resolution was duly and validly passed at a properly constituted meeting of the Board of Directors of the Company; and that the resolution has not been modified or rescinded as of the date hereof.

ON MOTION DULY MADE AND SECONDED, it was resolved:

1. That the Company be and hereby is authorized to borrow, from time to time, money by the issue and sale of up to \$500 million in lawful money of Canada or the U.S. dollar equivalent thereof aggregate principal amount (at stated maturity) of its short-term unsecured promissory notes maturing not later than one year from the date of issuance in denominations of not less than \$100,000 in lawful money of Canada or the U.S. dollar equivalent thereof at the time of issue (the “**Notes**”), which Notes may be in certificated or “book entry only” form and which may be issued at par less a discount representing an interest factor or, if interest bearing, at par.
2. That the limitation set forth above as to the aggregate principal amount of the Notes that may be outstanding is directory only, and notwithstanding the foregoing limitation on the aggregate principal amount of the Notes to be outstanding, at any time, the holder of any Note may proceed without making any inquiry as to the aggregate principal amount of the Notes outstanding.
3. That any two of the Chief Executive Officer, the Chief Financial Officer, the Vice President and Treasurer and the Corporate Secretary of the Company acting together (each an “**Designated Officer**” and collectively the “**Designated Officers**”), be, and hereby are, authorized and empowered to execute and deliver on behalf of the Company (a) an agreement or agreements with one or more investment banking or similar firms to act as dealers or agents in connection with the sale of the Notes, and (b) all other agreements, documents and instruments, including without limitation, issuing and paying agency agreements and instruments authorizing one or more banks, trust companies or other agents (the “**Issuing and Paying Agent**”) to, among other things, countersign the Notes and to deliver the same to the purchaser or purchasers thereof, as he or she may deem necessary or appropriate to effect the intent of these resolutions, in each case containing such terms and conditions as such Designated Officers executing such agreement, document or instrument may approve, with such approval to be conclusively evidenced by their execution and delivery thereof.
4. That any two Designated Officers, acting together, be, and hereby are, authorized to execute and deliver for sale on behalf of the Company, from time to time, Notes in such denominations and maturities, and at such rates of interest or discount, as such Officers may approve, with such approval to be conclusively evidenced by the execution, either by manual or facsimile signature, and delivery thereof by such Designated Officers.

5. That the Notes shall be signed in the name and on behalf of the Company by any two of the Designated Officers and such signature may be either manual or facsimile provided that no Note shall be valid or binding on the Company unless completed on behalf of the Company by the Issuing and Paying Agent; any Note so executed and completed shall, after delivery (whether physical or electronic) for value, be valid and binding on the Company notwithstanding that, at any time after the execution of such Note, any person duly authorized to execute or countersign the same may cease to hold the office or position held by such person at the time he or she executed or countersigned such Note.
6. That the Notes may be printed in bilingual form in both the English and French languages, and the French language version shall be an accurate translation of the English language version; provided, however, that in the event of any dispute arising as to the terms and provisions of the Notes, the English language version shall be and be deemed to be authoritative notwithstanding that there may be a discrepancy between the interpretation of the English and French language versions, and the Notes shall be interpreted and enforced accordingly.
7. That the Officers of the Company be, and each of them hereby is, authorized, and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute, file and deliver, or cause to be made, executed, filed and delivered, all such agreements, undertakings, documents, instruments, applications, or certificates (including, without limitation, the preparation and distribution of an information memorandum relating to the offering of the Notes) in the name and on behalf of the Company or otherwise as each such Designated Officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of these resolutions.
8. That the Board of Directors hereby ratifies and confirms any and all actions taken by any of the officers of the Company prior to the date of these resolutions to effect the purposes and intents of these resolutions.

Dated the 15th day of August 2005.

A handwritten signature in black ink, appearing to read 'Sebastian Guridi', written over a horizontal line.

Sebastian Guridi, Corporate Secretary

**CERTIFICATE OF INCUMBENCY AND SIGNATURES OF SIGNING
AUTHORITIES**

FINNING INTERNATIONAL INC.

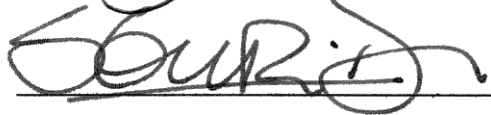
Douglas W. G. Whitehead
President and Chief Executive Officer



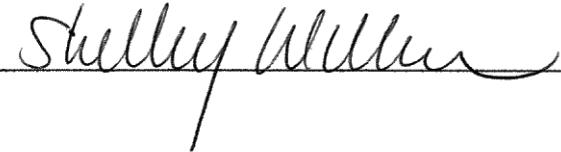
Wayne M. Bingham
Executive Vice President and
Chief Financial Officer



Sebastian Guridi
Corporate Secretary



Shelley Williams
Vice President, Corporate Treasurer



The undersigned Corporate Secretary of Finning International Inc. hereby certifies that the persons hereinabove named have been appointed to the offices in Finning International Inc. set out below their respective names, and that such persons, respectively, are now holding such offices and that the signatures set opposite their names are true specimens of their signatures.

DATED as of the 15th day of August, 2005



Sebastian Guridi
Corporate Secretary



Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1200 Waterfront Centre
200 Burrard Street, P.O. Box 48600
Vancouver, B.C., Canada V7X 1T2
tel: (604) 687-5744 fax: (604) 687-1415
www.blgcanada.com

August 15, 2005

Finning International Inc.
Suite 1000, 666 Burrard Street
Vancouver, B.C. V6C 2X8

Dear Sirs/Mesdames:

Issuance of Short-Term Promissory Notes

We have acted as counsel to Finning International Inc. (the “**Company**”) in connection with the proposed issue and sale from time to time of the Company’s negotiable short-term promissory notes (the “**Notes**”) in denominations of not less than \$100,000 in lawful money of Canada or its equivalent in U.S. currency on the date of issuance, and in maturities of not more than one year from the respective dates of issue thereof, all as more particularly described in the Information Memorandum dated August 15, 2005 (the “**Information Memorandum**”) of which this opinion forms a part. The Notes may be issued in certificate form payable to bearer or to a specified payee or may be issued in “book entry” form.

For the purposes of this opinion, we have examined originals or copies to our satisfaction of such documents and instruments as we considered necessary as a basis for the opinions hereinafter expressed. In the foregoing examinations, we have assumed the genuineness of all signatures, the legal capacity of all individuals, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as certified, conformed, telecopied or photostatic copies.

We are solicitors qualified to practice law in the Provinces of British Columbia, Alberta, Ontario and Québec and, except as noted below, we have made no investigation of and express no opinion as to any laws or any matters governed by any laws other than the laws of the Provinces of British Columbia, Alberta, Ontario and Québec and the federal laws of Canada applicable therein (the “**Laws**”). The opinions expressed herein are confined to the Laws as they exist on the date hereof. We can give no assurance that a prospective transaction will not be affected by future amendments to, or by regulations, rules, orders, rulings, policy statements or interpretation notes made or issued pursuant to, the Laws. We assume no responsibility to update our opinions if the Laws are, subsequent to the date hereof, amended, revoked, revised or supplemented in any way which impacts on the opinions contained herein.

In rendering the opinions herein relating to the application of the laws in jurisdictions other than the Provinces of British Columbia, Alberta, Ontario and Québec, we have relied exclusively upon the following opinions of counsel in those jurisdictions (the “**Local Counsel**”), all of which are in form and substance satisfactory to us:

MacPherson Leslie & Tyerman LLP, Saskatchewan

Aikins, MacAulay & Thorvaldson LLP, Manitoba

Stewart McKelvey Stirling Scales, Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and Labrador.

We have assumed the opinions of such counsel remain true and correct as at the date hereof. To the extent that any of the opinions of Local Counsel upon which we are relying are based upon any assumption, certificate or other document or are made subject to any limitation or qualification, our opinions are given in reliance thereon, are also based upon such assumptions, certificates or other documents and are subject to such limitations and qualifications.

In connection with the opinions expressed below, we have, without having made any investigation, search or inquiry regarding the factual matters therein set forth, relied upon a certificate of an officer of the Company dated the date hereof.

For the purposes of our opinions expressed in paragraph 1 below, we have relied exclusively on a Certificate of Good Standing issued by the Office of the British Columbia Registrar of Companies dated August 15, 2005.

Notwithstanding any provision of the Notes, the rate at which interest is payable on any judgment obtained in respect of any obligation contained in the Notes may be limited by the *Interest Act* (Canada), the *Judgment Interest Act* (Alberta), the *Court Order Interest Act* (British Columbia) or similar applicable provincial legislation to a rate which is less than the rate stipulated in the Notes.

We have assumed that each of the prospective purchasers of the Notes is purchasing the Notes as principal for its own account, and not for the benefit of any other person. In addition, for the purposes of the opinions expressed in paragraph 4 below, we have assumed that at all material times, no order of a competent regulatory authority will have been issued to cease the trade or distribution of any of the Notes or any other securities of the Company or that affects any person or company who engages in such a trade and no court judgment, order, decree, injunction, decision or ruling will be in effect which prevents the trade or distribution of any securities of the Company or that affects any person or company who engages in such a trade.

Based upon and subject to the foregoing, we are of the opinion that at the date hereof:

1. The Company has been continued and is validly existing as a corporation under the laws of the Province of British Columbia, is in good standing with respect to filing annual reports with the Office of the British Columbia Registrar of Companies.
2. The Company has all necessary corporate power to borrow money by the issue and sale of the Notes, and has taken all necessary corporate action required to authorize the execution, issuance and sale of the Notes and the borrowing of money thereby.
3. The specimen Note, in the form contained in the Information Memorandum, is satisfactory as to form and the Notes when completed in accordance with the terms of the Information Memorandum and issued and signed by any two of the then Chief Executive Officer, the Chief Financial Officer, the Vice President and Treasurer and the Corporate Secretary of the Company and authenticated by The

Toronto-Dominion Bank, as issuing and paying agent, and delivered against payment therefor, will constitute valid and binding obligations of the Company enforceable in accordance with their terms.

4. The Company may either directly (provided that in Québec, such activities are only a secondary activity of the Company) or through agents (which agents, however, must be either properly registered brokers or dealers or exempt from applicable registration requirements in the case of sales of Notes in Manitoba, Ontario, Québec and Newfoundland and Labrador) offer and sell the Notes:

- (a) in Alberta, Manitoba, Ontario, Québec, Prince Edward Island and Newfoundland and Labrador, and to purchasers who are not individuals in Nova Scotia and British Columbia;
- (b) in British Columbia to purchasers who are individuals, provided that the Notes have a credit rating from one of the following rating agencies set out below that is equal to or higher than the level indicated below:

<u>Rating Agency</u>	<u>Rating</u>
Canadian Bond Rating Service, Inc.	A-1 (low)
Dominion Bond Rating Service Limited	R-1 (low)
Moody's Investors Services, Inc.	P-1
Standard & Poor's Corporation	A-1

and the Company or any of its agents offering and selling the Notes (and in addition, in the case of British Columbia, any persons acting as advisers in connection with the offer and sale of the Notes) does not know and ought not reasonably to know that there has been an announcement by the rating agency referred to herein that the credit rating of the Notes may be down-graded to a level below the level indicated herein;

- (c) in the Province of New Brunswick, and in the Province of Nova Scotia to purchasers who are individuals, provided that the Notes have a credit rating from one of the following rating agencies set out below that is equal to or higher than the level indicated below:

<u>Rating Agency</u>	<u>Rating</u>
Fitch Ratings	F-1
Dominion Bond Rating Service Limited	R-1 (low)
Moody's Investors Service	P-1
Standard & Poor's	A-1

and the Company or any of its agents offering and selling the Notes does not know and ought not reasonably to know that there has been an announcement by the rating agency referred to herein that the credit rating of the Notes may be down-graded to a level below the level indicated herein; and

- (d) in Saskatchewan, provided that:
- (i) the Notes have been rated by one or more of the following rating agencies at or above one of the following rating categories:

<u>Rating Agency</u>	<u>Rating</u>
Dominion Bond Rating Service Limited	R-1 (low)
Fitch IBCA, Duff & Phelps	F-1
Moody's Investors Services, Inc.	P-1
Standard & Poor's Corporation	A-1 (low); and

- (ii) there has been no announcement by any such rating agency that the rating may be down-graded below the levels set forth herein;

without making any filing under, or registering with, any governmental or public body or authority pursuant to the securities legislation in such provinces, except for the filing with the Autorité des marchés financiers of the Information Memorandum and any other disclosure documents delivered to purchasers in the Province of Québec.

We have also reviewed the text under the heading "Eligibility for Investment" on page 5 of the Information Memorandum, and the text is accurate in all material respects insofar as it relates to the statutes referred to therein.

Our opinions expressed above are subject to the following qualifications:

- (a) the enforceability of any agreement may be limited by bankruptcy, reorganization, winding-up, insolvency, moratorium, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting the enforcement of creditor's rights;
- (b) judgments rendered by Canadian courts must be expressed in Canadian currency; and
- (c) the enforceability of the obligations of a party under any agreement is subject to general principles of equity, including, without limitation:
- (i) concepts of materiality, reasonableness, good faith and fair dealing in performance and enforcement of a contract required of the party seeking its enforcement;
- (ii) the discretion exercisable by a court with respect to equitable remedies, such as specific performance and injunction;

- (iii) the discretion exercisable by a court with respect to stays of enforcement proceedings and execution of judgements;
 - (iv) the effect of vitiating factors, such as mistake, misrepresentation, fraud, duress or undue influence;
 - (v) the discretion of a court with respect to the enforcement of provisions in an agreement to the effect that certain factual or legal determinations, calculations or certificates will be conclusive and binding; and
- (d) no opinion is given as to the enforceability of any term providing for arbitration.

This opinion is solely for the use and benefit of the addressees hereof and solely in connection with the issue and sale of the Notes. This opinion may not be relied upon by any other person or used for any other purpose, nor may it be quoted in whole or in part, or otherwise referred to without our prior written consent.

Yours truly,

A handwritten signature in black ink, appearing to read "Baden D. Gardner". The signature is written in a cursive, flowing style with a large, decorative flourish at the end.

RIGHT OF RESCISSION OR DAMAGES FOR PURCHASERS IN NOVA SCOTIA

Purchasers of Notes to which the *Securities Act* (Nova Scotia) applies have the following rights:

Where this Information Memorandum or any amendment hereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) in respect of the Notes contains a misrepresentation, a purchaser to whom this Information Memorandum or any amendment hereto or any advertising or sales literature has been delivered and who purchases Notes shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has a right of action for damages against the seller and every director of the seller at the date of this Information Memorandum or any amendment hereto but may elect to exercise a right of rescission against the seller, in which case the purchaser shall have no right of action for damages against any person or company listed above, provided that:

- (a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the Notes with knowledge of the misrepresentation;
- (b) in an action for damages against a director of the seller, the defendant will not be liable if it proves that:
 - (i) this Information Memorandum or any amendment hereto was sent or delivered to the purchaser without the defendant's knowledge or consent and that, on becoming aware of its delivery, the defendant gave reasonable general notice that it was delivered without the defendant's knowledge or consent,
 - (ii) after delivery of this Information Memorandum or any amendment hereto and before the purchase of the Notes by the purchaser, on becoming aware of any misrepresentation in this Information Memorandum or any amendment hereto, the defendant withdrew the defendant's consent to this Information Memorandum or any amendment hereto, and gave reasonable general notice of the withdrawal and the reason for it, or
 - (iii) with respect to any part of this Information Memorandum or any amendment hereto purporting (A) to be made on the authority of an expert, or (B) to be a copy of, or an extract from a report, an opinion or a statement of an expert, the defendant had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation, or (B) the relevant part of this Information Memorandum or any amendment hereto (I) did not fairly represent the report, opinion or statement of the expert, or (II) was not a fair copy of, or an extract from, the report, opinion or statement of the expert;

- (c) in an action for damages against a director of the seller, the defendant will not be liable with respect to any part of this Information Memorandum or any amendment hereto not purporting (i) to be made on the authority of an expert; or (ii) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the defendant (A) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation; or (B) believed that there had been a misrepresentation;
- (d) in an action for damages, the defendant is not liable for all or any part of the damages that it proves do not represent the depreciation in value of the Notes resulting from the misrepresentation; and
- (e) the amount recoverable by a plaintiff under the right of action described herein may not exceed the price at which the Notes were offered under this Information Memorandum or any amendment hereto.

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) and is in addition to and not in derogation from any right the purchaser may have.

Pursuant to section 146 of the *Securities Act* (Nova Scotia), no action shall be commenced to enforce the right of action conferred by section 138 thereof unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the Notes or after the date on which the initial payment for the Notes was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

For the purposes of the *Securities Act* (Nova Scotia) “misrepresentation” means

- (i) an untrue statement of material fact, or
- (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

CERTIFICATED FORM
SOUS FORME DE CERTIFICAT



FINNING INTERNATIONAL INC.

Discount / Interest Bearing
Note No.
Billet n°
À escompte / portant intérêt

PROMISSORY NOTE
BILLET

Issue Date
Date d'émission

Due Date
Date d'échéance

THIS IS A DEPOSITORY NOTE SUBJECT TO THE *DEPOSITORY BILLS AND NOTES ACT (CANADA)*.
IL S'AGIT D'UN BILLET DE DÉPÔT ASSUJETTI À LA LOI SUR LES LETTRES ET BILLETS DE DÉPÔT (CANADA).

FINNING INTERNATIONAL INC., for value received, hereby promises to pay to or to the order of
FINNING INTERNATIONAL INC., pour valeur reçue, promet par les présentes de payer à ou à l'ordre de

on the Due Date the sum of _____ dollars
à la date d'échéance la somme de _____ dollars

plus interest thereon at _____ per cent per annum,
avec intérêt au taux de _____ pour cent par année,

payable in lawful money of _____ on presentation and surrender of this Promissory Note
payable en monnaie légale du _____ sur présentation et remise du présent billet

to the main branch of The Toronto-Dominion Bank in _____
à la succursale principale de La Banque Toronto-Dominion à _____

Countersigned as Issuing Agent for
FINNING INTERNATIONAL INC.
*Contresigné à titre d'agent émetteur de
FINNING INTERNATIONAL INC.*

FINNING INTERNATIONAL INC.

By / par : _____
Executive Vice President and Chief Financial Officer
Vice-président exécutif et chef de la direction des finances

THE TORONTO-DOMINION BANK:
LA BANQUE TORONTO-DOMINION :

By / par : _____
Authorized Signing Officer
Signataire autorisé

By / par : _____
Vice President, Corporate Treasurer
Vice-président, Trésorier

**THIS PROMISSORY NOTE SHALL BECOME VALID ONLY WHEN COUNTERSIGNED BY A DULY AUTHORIZED OFFICER
OF THE ISSUING AGENT.**

***LE PRÉSENT BILLET N'EST VALIDE QUE S'IL EST COUNTERSIGNÉ PAR UN SIGNATAIRE AUTORISÉ DE L'AGENT
ÉMETTEUR.***

**"BOOK-ENTRY ONLY" FORM
FORMULAIRE D'INSCRIPTION EN COMPTE UNIQUEMENT**



FINNING INTERNATIONAL INC.

**Discount / Interest Bearing
Note No.
Billet n°
À escompte / portant intérêt**

PROMISSORY NOTE

BILLET

Issue Date
Date d'émission

Due Date
Date d'échéance

THIS IS A DEPOSITORY NOTE SUBJECT TO THE *DEPOSITORY BILLS AND NOTES ACT* (CANADA).
IL S'AGIT D'UN BILLET DE DÉPÔT ASSUJETTI À LA LOI SUR LES LETTRES ET BILLETS DE DÉPÔT (CANADA).

FINNING INTERNATIONAL INC., for value received, hereby promises to pay to or to the order of
FINNING INTERNATIONAL INC., pour valeur reçue, promet par les présentes de payer à ou à l'ordre de

on the Due Date the sum of _____ dollars
à la date d'échéance la somme de _____ dollars

plus interest thereon at _____ per cent per annum,
avec intérêt au taux de _____ pour cent par année,

payable in lawful money of _____ on presentation and surrender of this Promissory Note
payable en monnaie légale du _____ sur présentation et remise du présent billet

to the main branch of The Toronto-Dominion Bank in _____
à la succursale principale de La Banque Toronto-Dominion à _____

Countersigned as Issuing Agent for
FINNING INTERNATIONAL INC.
*Contresigné à titre d'agent émetteur de
FINNING INTERNATIONAL INC.*

FINNING INTERNATIONAL INC.

By / par : _____
Executive Vice President and Chief Financial Officer
Vice-président exécutif et chef de la direction des finances

THE TORONTO-DOMINION BANK:
LA BANQUE TORONTO-DOMINION :

By / par : _____
Authorized Signing Officer
Signataire autorisé

By / par : _____
Vice President, Corporate Treasurer
Vice-président, Trésorier

**THIS PROMISSORY NOTE SHALL BECOME VALID ONLY WHEN COUNTERSIGNED BY A DULY AUTHORIZED OFFICER
OF THE ISSUING AGENT.**

***LE PRÉSENT BILLET N'EST VALIDE QUE S'IL EST COUNTERSIGNÉ PAR UN SIGNATAIRE AUTORISÉ DE L'AGENT
ÉMETTEUR.***

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