



Al Mekkunnel
Debt Recovery Specialist

**Citicorp Vendor Finance,
Ltd.**
123 Front St. West, 16th Floor
Toronto, Ontario, M5J 2M2
Tel 1-800-991-4046 Ex 7418
Fax 416-947-5303

November 29, 2006

BDO Dunwoody Limited
1 City Centre Drive, Suite 1040
Mississauga, Ontario
L5B 1M2

BY FAX: 905 615 1333

Dear Sir or Madam:

Re: Lease #4054930 - Shield Sprinkler Fire Systems Inc.

Please find enclosed our Proof of Claim, as well as the necessary support documentation.

Should you require any additional information, do not hesitate to contact our office.

Yours truly,

CITICORP VENDOR FINANCE, LTD.

Al Mekkunnel
Debt Recovery Specialist

Encl.

4.0
Admitted 11/27/06
for



Proof of Claim

All notices or correspondence regarding this claim must be forwarded to the following address:

123 Front Street West, 16-th Floor, Toronto, Ontario, M5J 2M2

In the matter of the bankruptcy of **Shield Sprinkler Fire Systems Inc.** of **Brampton, Ontario**, and the claim of **Citicorp Vendor Finance, Ltd.**, creditor

I, **Al Mekkunel**, of **Toronto, Ontario**, do hereby certify:

1. That I am a **Debt Recovery Specialist** of **Citicorp Vendor Finance, Ltd.**
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Proposal, namely the **23rd** day of **October 2006**, and is still indebted to the creditor in the sum of **\$ 2,240.00** as specified in the statement of account (or affidavit or solemn declaration) attached and marked Schedule "A", after deducting any counterclaim to which the debtor is entitled. (The attached statement of account, or affidavit or solemn declaration must specify the vouchers or other evidence in support of the claim.)
4. (Check & complete appropriate category)

A. UNSECURED CLAIM OF \$

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description)

- Regarding the amount of \$, I do not claim a right to a priority
- Regarding the amount of \$, I claim a right to a priority under section 136 of the Act.
(set out on an attached sheet details to support priority claim.)

B. SECURED CLAIM OF \$ **2,240.00**

That in respect of the debt, I hold assets of the debtor valued at \$ as security,
Particulars of which are as follows: (Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

5. That to the best of my knowledge, I am (or the **above-named creditor** is) (or am not or is not) related to the debtor within the meaning of the section 4 of the Act.
6. That the following are the payments that I have received from and the credits that I have allowed to, the debtor within the three months (or, if the creditor and the debtor are related within the meaning of Section 4 of the Act, within the 12 months) immediately before the date of the initial receivership event within the meaning of Section 2 of the Act: (provide details of payments and credits.)

(Applicable only in the case of the bankruptcy of an individual)

- I request to be advised of any material change in the financial situation of the bankrupt, pursuant to subparagraph 102(3)(b)(i) of the Act
- I request to be advised of any amendment made regarding the amount that the bankrupt is required to pay, pursuant to subsection 68(4) of the Act.
- I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at **Toronto** this **29th** day of **November, 2006**

Witness:

Creditor:

NOTE: If an affidavit or solemn declaration is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A trustee may, pursuant to subsection 128 (3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in a proof of security, by the secure creditor.

Subsection 201 (1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account,

APP #:8563000101 CONTRACT DETAIL SCREEN 1st PMT BILL: 08/09/04
LEASE #:4054930 LESSEE:SHIELD SPRINKLE COLLECTOR:C8 COMMERCIAL COLLE x7407
VENDOR #:856300 CONTACT:ANNA MARCIANO LESSEE TEL#:905-791-3456 TX TP0-TAX
VENDOR :YALE INDUSTRIAL TRUCKS ONTARIO LTD LAST WORKED:10/26/06 LOAN#:500032
BILLING NAME:Citicorp Vendor Finance, FAX NUMBER 905-791-0605
CURRENT DELINQ STATUS- 18 DEL 30 0 61 0 91 0 120 0 TOTAL DEL
COMM DATE 07/09/04 TERM 36 TERM UNPD 7 CURRENT 320.00
L/PMT 11/14/06 INV PYMT AMT PMT STREAM PAST 1 320.00
N/PMT 11/09/06 SALES TAX 14.00 % PAST 31 0.00
SIC CODE 89 GROSS CONT 11,520.00 PAST 61 0.00
SVC MISC BALANCE 2,240.00 PAST 91+ 0.00
EQUIP COST 12,500.00 LATE CHG 25.00
EQUIP DESC 1998 YALE GLC050RG TAXES 93.10
GUARANTOR MISC 25.00
F/U DATE 00/00/00 INSURANCE 0.00
COMMENTS BK
TOTAL DUE 783.10

Comments Follow up date Messg maint Guarantor info Buyout info Lessee info
Vendor info Tax exempt Voluntary letters Payment history Microfilm Ins Legal
Credit Machine Detail Payment Stream Invoice Inquiry Copelco Info
Z-Final Invoicing Y-Asset Mgt Menu

Amount of Claim = Balance

06/04/04 FRI 12:55 FAX 16778436222

002



Yale Industrial Trucks Ontario
 Limited Financial Services

Agreement No. **4054936**

Name		Yale Industrial Trucks Ontario Limited Financial Services	
Address		410 Harlan Road	
Woodbridge, ON L4L 3P6			
Tel	905-651-6626	Fax	905-651-6696
Signature	Ken Selco		

Quantity	Model Number	Description
1	GLC050RGNLAE082	Used Yale Fork Lift Truck

Equipment description may include applicable standard parts and accessories such as batteries, chargers, clamps, cable, side shifters, mast, fuel tanks, lights, or any other equipment necessary to operate the leased equipment as may be documented on manufacturer's or vendor's invoice and Lessee hereby authorizes Lessor to add such additional equipment to the Equipment description and to any related lease.

PLEASE SEE ATTACHED SCHEDULE "A"

Equipment Location	<input type="checkbox"/> Same	<input checked="" type="checkbox"/> Other (if other, please specify address below)
155 Regina Road, Unit #3 Woodbridge, ON L4L 8L6		

THE TERMS AND CONDITIONS PRINTED ON PAGE ONE OF TWO AND PAGE TWO OF TWO ARE MADE A PART HEREOF

G.S.T. Number: 879605288

Term in Months	36	Per Payment	31	Equipment Amount (for weekly lease)	\$320.00
<input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER					
LESSOR (Print Name)					
Shield Sprinkler Fire Systems Inc.					
LESSOR (Print Address)					
13 Kenview Blvd., Unit 10					
City		Brampton	ON	Postal Code	L6T 5K9
Telephone		905-791-3454		Fax 905-791-0805	

You agree that the facsimile copy of this agreement with your facsimile signature and our original signature shall constitute the original of this agreement for all purposes.

BY: [Signature] Controller
 AUTHORIZED SIGNATURE TITLE

BY: X
 AUTHORIZED SIGNATURE TITLE

PREAUTHORIZED PAYMENT 1 - PLEASE ATTACH SAMPLE CHECK
 The Bank is authorized to pay and debit to the account of the undersigned all payments drawn by or on our behalf to the Lessor, including those in the form of magnetic tape. We agree that the Bank will not be liable for any loss or damage incurred as a result of anything done or not done pursuant to this authorization. If the account is transferred to another branch or the account is closed and an account is opened at another bank, this authorization shall have the same force and effect as if it had originally directed to that branch or bank so the case may be. This authorization is given in accordance with the terms of a lease or leases with, or other obligation to make payments to the Lessor and in accordance with the rules of the Canadian Payments Association.

Date: June 4/04
 Per: [Signature] Controller
 AUTHORIZED SIGNATURE TITLE

THIS LEASE AGREEMENT IS NOT CANCELLABLE

TERMS AND CONDITIONS

In these terms and conditions (which together with everything on page one of two and page two of two hereof or in an attached schedule is referred to as "this Agreement"), the words YOU and YOUR mean the Lessee and the words WE, US, and OUR refer to the Lessor.

- 1. AGREEMENT:** We, the Lessor, hereby lease to you, the Lessee, and you hereby lease from us, the equipment described above (the equipment, together with all replacement parts, repairs, additions, substitutions and accessories shall be referred to as the "Equipment"). You acknowledge receipt of a copy of this Agreement. You promise to pay to us the rental payments as set out above.
- 2. TERM AND RENT:** The initial term of this Lease shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of rent shall be payable in advance, on the date(s) and in the amount provided above, until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Your obligation to pay the rent and other obligations hereunder shall be absolute and unconditional, and are not subject to any abatement, set-off, defense, reduction or counter-claim for any reason whatsoever.
- 3. DELIVERY AND ACCEPTANCE:** Your confirmation to us, by telephone or other means, of the delivery of the Equipment to you shall constitute your acceptance of the Equipment in good working condition, that all work necessary prior to use thereof has been completed; and that you have inspected the Equipment and have found it to be satisfactory in all respects. You understand that we will be relying upon such confirmation by you as a condition to our purchase of the Equipment. Acceptance shall not be unreasonably withheld or delayed. SUCH RENTAL PAYMENT AMOUNT IS BASED UPON THE ESTIMATED COST OF ALL EQUIPMENT AND SHALL BE ADJUSTED UPWARD OR DOWNWARD (BUT NOT MORE THAN 10%) IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THIS ESTIMATE AND LESSEE AUTHORIZES LESSOR TO EXECUTE ON ITS BEHALF ANY NECESSARY DOCUMENTS TO EFFECT THIS ADJUSTMENT.
- 4. NO WARRANTIES:** This Equipment has been obtained at your demand and in accordance with your instructions and without reliance on our skill or judgment. We are renting the Equipment to you "AS IS". We are neither the Equipment supplier nor the Equipment manufacturer. WE MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY CONDITION DESIGN OPERATION, QUALITY OR FITNESS FOR ANY PURPOSE OR MARKETABILITY OF THE EQUIPMENT, OF AS TO WHETHER THE EQUIPMENT IS SUBJECT TO ANY CLAIMS, HYPOTHECS, LIENS OR OTHER ENCUMBRANCES. We hereby assign to you to the extent assignable and without recourse to us all warranties of the manufacturer or supplier in respect of the Equipment. In the event the Equipment is returned by you or repossessed by us, all such warranties shall be deemed to be reassigned to us. You agree to claim only against the manufacturer or supplier under such warranties. NO SUPPLIER OF ANY OF THE EQUIPMENT NOR ANY AGENT OF ANY SUCH SUPPLIER SHALL BE OUR AGENT OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT OR EQUIPMENT SCHEDULE. If the Equipment fails to operate, or fails to operate as specified by you, you agree not to refuse to pay rent or perform any of your obligations THAT WE HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY PERSONAL INJURY, PROPERTY DAMAGES, LOSS OF BUSINESS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY OR RELATED TO THE EQUIPMENT, ITS MANUFACTURE, INSTALLATION, FUNCTIONING OR OPERATION OR CAUSED BY ANY DELAYS IN MAKING DELIVERIES OR REPAIRS OR BY THE MANUFACTURERS OR SUPPLIERS PERFORMANCE OF MAINTENANCE ON THE EQUIPMENT. YOU ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICES FOR THE EQUIPMENT BY THE MANUFACTURER OR SUPPLIER DOES NOT IN ANY WAY AFFECT THE DISCLAIMER SET FORTH HEREIN AND DOES NOT ASSURE IN ANY MANNER WHATSOEVER UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT.
- 5. OWNERSHIP, DELIVERY, AND RENEWAL:** We may require that plates or markings be placed on the Equipment indicating our ownership. Ownership and title to the Equipment shall remain vested in us at all times. You acknowledge that it is not intended that this Agreement create a security agreement. However, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement or showing our interest in the Equipment; including financing statements and financing change statement, to be filed or recorded, and to publish our rights of ownership in the Equipment, and grant us the right to execute your name thereto and you hereby waive, to the extent permitted by law, any right you have to receive a copy of any financing or verification, publication or other registration documents. You agree to execute and deliver any statement, instrument or document requested by us for such purposes. You agree to pay or reimburse us for any searches, filings, recordings, stamp or filing fees, or taxes related to the filing or recording of any such instrument or statement. No more than one hundred eighty (180) days but not less than ninety (90) days prior to the expiration of the initial term or any renewal of this Agreement, you shall give us written notice of your intention to return the Equipment to us as provided below. Provided you have given such timely notice, you shall return the Equipment to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to so notify us, or having notified us you fail to return the Equipment as provided herein, this Agreement shall renew for an additional term of twelve (12) months each at a periodic rate equal to the rent provided herein on the terms and conditions hereof including the renewal provision contained herein.
- 6. USE, MAINTENANCE, RISK OF LOSS AND INSURANCE:** Lessee agrees to comply with all governmental laws, regulations and orders relating to this Agreement, the Equipment or its use. Lessee agrees to use the Equipment for business purposes only (not for personal, family or household purposes). Lessee is responsible for installing the Equipment and Lessee agrees to keep the Equipment in good repair, condition and working order and furnish all parts and servicing required, and Lessee shall cause the Equipment to be operated carefully in compliance with the manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified personnel. Except for ordinary wear and tear, Lessee is responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, Lessee agrees to promptly notify us of such damage or loss, and agrees to continue to pay rent and to pay for the cost of repairs. Lessee will in no event subject the Equipment to corrosive, abrasive or other abnormal working conditions without Lessor's prior written consent. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable

LEASE ORIGINAL

2004/JUL/06/TUE 10:19 AM YALE WOODBRIDGE

FAX No. 905 851 6866

P. 001/001



YALE INDUSTRIAL TRUCKS ONTARIO LTD.
340 HANLAN ROAD
WOODBIDGE, ONTARIO L4L 3P6
PHONE: (905) 851-6620 FAX: (905) 851-6866



INVOICE

Date
07-06-04

Page: 1
Invoice No.
19550-A

Bill To: 101553
CITICORP VENDOR FINANCE, LTD.,
123 FRONT STREET WEST, 16TH FLOOR
TORONTO ON M5J 2M3
ATTN: JUDY ESCOBAR

Ship To:
SHIELD SPRINKLERS FIRE SYSTEMS
155 REGINA ROAD, UNIT 3
WOODBIDGE ON L4L 8L6
ATTENTION: FRANK MARCIANO

PURCHASE ORDER: 8563000101

PHONE: 416-941-6011
FAX: 416-941-7413

PHONE: 905-791-3456

TERMS: DUE ON RECEIPT

Slsm: 14

UNIT/ITEM	QUANTITY	PRICE/RATE	AMOUNT
Purchase Model	19550 GLC050RGNUAE082	USED 1998 YALE Serial No. E187V06765V	12,500.00

FREIGHT N/A

OUR GST# IS R 105758809

TERMS - DUE ON RECEIPT

Total Purchases	12,500.00
GST	875.00
4409-7069	PST Exempt
DUE	13,375.00



Form 74 – Proof of Claim (Property)
(Subsection 81(4) of the Act)

(Note: This form replaces former Schedule III Form 63.)

(All notices or correspondence regarding this claim are to be forwarded to the following address:

123 Front St. West, 16-th Floor, Toronto, Ontario, M5J 2M2)

I, Al Mekkunnel, of the City of Toronto in the Province of Ontario

DO HEREBY CERTIFY:

1. That I am the claimant. (or That I am) **Debt Recovery Specialist** (State position or title) of **Citicorp Vendor Finance, Ltd.** (Name of claimant)
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That on the 23rd day of **October 2006** the debtor, **Shield Sprinkler Fire Systems Inc.**, made an assignment (or a receiving order was made against the debtor or the debtor filed a notice of intention or a proposal).
4. That, on that date, the property enumerated in the document(s) attached and marked "A" (and "B") was in the possession of the bankrupt, and still remains in the possession of the bankrupt and (or) the trustee.
5. That the claimant hereby claims that property, or interest in it, by virtue of the document(s) attached and marked "A" (and "B"), namely:
(Set out the particulars of all documents serving as proof of the claim giving
 - (i) the grounds on which the claim is based and
 - (ii) sufficient particulars to enable the property to be identified: if the particulars do not appear on the face of the documents, attach an additional statement marked "B" setting them forth.)
6. That the claimant is entitled to demand from the trustee the return of the property enumerated in these document(s).
7. That I hereby demand that the trustee return to me (or to the claimant whom I represent) the property enumerated in the document(s) within the 15 days after the filing of this form, or within the 15 days after the first meeting of the creditors of the debtor, whichever is the later.

SWORN (or SOLEMNLY DECLARED) before me at the **City of Toronto** in the **Province of Ontario** this **31st** Day of **October 2006**

Commissioner of Oaths for the Province of Ontario _____

Sydney Jeliana, a Commissioner, etc.
City of Toronto, for
CitiCapital Technology Finance, Ltd.
and **CitiCorp Vendor Finance, Ltd.**
Expires August 13, 2007.

(Signature of Claimant) _____

WARNING:

Subsection 20(1) of the Act prescribes severe penalties for making any false claim declaration or statement of account.

3.4



Al Mekkunnel
Debt Recovery Specialist

Citicorp Vendor Finance,
Ltd.
123 Front St. West, 16th Floor
Toronto, Ontario, M5J 2M2
Tel 1-800-991-4046 Ex 7418
Fax 416-947-5303

October 31, 2006

BDO Dunwoody Limited
1 City Centre Drive Suite 1040
Mississauga, Ontario
LSB 1M2

BY FAX: 905 615 1333

Dear Sir or Madam:

Re: Lease #4054930 - Shield Sprinkler Fire Systems Inc.

Please find enclosed our (Property) Proof Of Claim, as well as the necessary support documentation.

Should you require any additional information, do not hesitate to contact our office.

Yours truly,

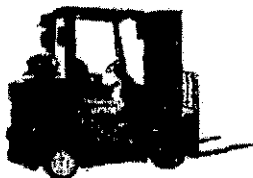
CITICORP VENDOR FINANCE, LTD.

Al Mekkunnel
Debt Recovery Specialist

Encl.

06/04/04 FRI 12:55 FAX 18778436222

002



Yale Industrial Trucks Ontario
 Limited Financial Services

Agmt. # 4054936

SUPPLIER

Name: Yale Industrial Trucks Ontario Limited Financial Services
 Address: 410 Hanlan Road
 Woodbridge, ON L4L 3P6
 Tel: 905-861-3826 Fax: 905-851-6896
 Contact: Ken Selco

EQUIPMENT

Quantity	Model Number	Description
1	GLC050RGNJAE062	Used Yale Fork Lift Truck

Equipment description may include applicable standard parts and accessories such as batteries, chargers, ramps, cabs, side shifters, masts, fuel tanks, lights, or any other equipment necessary to operate the leased equipment as may be documented on manufacturer's or vendor's invoice and Lessor hereby authorizes Lessor to add such additional equipment to the Equipment description and to any related filings.

PLEASE SEE ATTACHED SCHEDULE "A"

Equipment Loc: Same Other (if other, please specify address below)
 156 Regina Road, Unit #3
 Woodbridge, ON L4L 8L6

THE TERMS AND CONDITIONS PRINTED ON PAGE ONE OF TWO AND PAGE TWO OF TWO ARE MADE A PART HEREOF

G.S.T. Number: 878505288

Term in Months	36	# of Payments	31	Payment Amount (Per applicable term)	\$320.00
<input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> OTHER					
LESSEE (Print Legal Name)					
Lessee 1	Shield Sprinkler Fire Systems Inc.				
Lessee 2					
Billing Address	13 Kenview Blvd., U #110				
City	Brampton	Prov.	ON	Postal Code	L6T 5K9
Telephone	905-791-3461		Fax	905-791-0805	

You agree that the facsimile copy of this agreement with your facsimile signature and our original signature shall constitute the original of this agreement for all purposes.

BY: Anna Marcondo AUTHORIZED SIGNATURE TITLE: Controller

PRINT NAME: ANNA MARCONDO

BY: _____ AUTHORIZED SIGNATURE TITLE: _____
 PRINT NAME: _____

PREAUTHORIZED PAYMENT: - PLEASE ATTACH SAMPLE CHEQUE

The Bank is authorized to pay and debit to the account of the undersigned all payments shown by or on our behalf to the Lessor, including those in the form of magnetic tape. We agree that the Bank will not be liable for any loss or damage insofar as a result of anything done or not done pursuant to this authorization. If the account is transferred to another branch or the account is closed and an account is opened at another bank, this authorization shall have the same force and effect as if it had originally directed to that branch or bank as the case may be. This authorization is given in accordance with the terms of a lease or lease with, or other obligation to make payments to the Lessor and in accordance with the rules of the Canadian Payments Association.

Date: June 4/04
 Per: Anna Marcondo AUTHORIZED SIGNATURE TITLE: Controller

THIS LEASE AGREEMENT IS NOT CANCELLABLE

TERMS AND CONDITIONS

In these terms and conditions (which together with everything on page one of two and page two of two hereof or in an attached schedule is referred to as "this Agreement"), the words YOU and YOUR mean the Lessee and the words WE, US, and OUR refer to the Lessor.

- 1. AGREEMENT:** We, the Lessor, hereby lease to you, the Lessee, and you hereby lease from us, the equipment described above (the equipment, together with all replacement parts, repairs, additions, substitutions and accessories shall be referred to as the "Equipment"). You acknowledge receipt of a copy of this Agreement. You promise to pay to us the rental payments as set out above.
- 2. TERM AND RENT:** The initial term of this Lease shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of rent shall be payable in advance, on the date(s) and in the amount provided above, until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Your obligation to pay the rent and other obligations hereunder shall be absolute and unconditional, and are not subject to any abatement, set-off, defense, reduction or counter-claim for any reason whatsoever.
- 3. DELIVERY AND ACCEPTANCE:** Your confirmation to us, by telephone or other means, of the delivery of the Equipment to you shall constitute your acceptance of the Equipment in good working condition: that all work necessary prior to use thereof has been completed; and that you have inspected the Equipment and have found it to be satisfactory in all respects. You understand that we will be relying upon such confirmation by you as a condition to our purchase of the Equipment. Acceptance shall not be unreasonably withheld or delayed. SUCH RENTAL PAYMENT AMOUNT IS BASED UPON THE ESTIMATED COST OF ALL EQUIPMENT AND SHALL BE ADJUSTED UPWARD OR DOWNWARD (BUT NOT MORE THAN 10%) IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THIS ESTIMATE AND LESSEE AUTHORIZES LESSOR TO EXECUTE ON ITS BEHALF ANY NECESSARY DOCUMENTS TO EFFECT THIS ADJUSTMENT.
- 4. NO WARRANTIES:** The Equipment has been obtained at your demand and in accordance with your instructions and without reliance on our skill or judgment. We are leasing the Equipment to you "AS IS". We are neither the Equipment supplier nor the Equipment manufacturer. WE MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY CONDITION DESIGN OPERATION, QUALITY OR FITNESS FOR ANY PURPOSE OR MARKETABILITY OF THE EQUIPMENT, OF AS TO WHETHER THE EQUIPMENT IS SUBJECT TO ANY CLAIMS, HYPOTHECS, LIENS OR OTHER ENCUMBRANCES. We hereby assign to you to the extent assignable and without recourse to us all warranties of the manufacturer or supplier in respect of the Equipment. In the event the Equipment is returned by you or repossessed by us, all such warranties shall be deemed to be assigned to us. You agree to claim only against the manufacturer or supplier under such warranties. NO SUPPLIER OF ANY OF THE EQUIPMENT NOR ANY AGENT OF ANY SUCH SUPPLIER SHALL BE OUR AGENT OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT OR EQUIPMENT SCHEDULE. If the Equipment fails to operate, or fails to operate as expected by you, you agree not to refuse to pay rent or perform any of your obligations hereunder. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ALL OF THE EQUIPMENT IS OF A FUNCTION, DESIGN, CAPACITY AND OTHER SPECIFICATIONS SELECTED SOLELY BY YOU AND THAT WE HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY PERSONAL INJURY, PROPERTY DAMAGES, LOSS OF BUSINESS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY OR RELATED TO THE EQUIPMENT, ITS MANUFACTURE, INSTALLATION, FUNCTIONING OR OPERATION OR CAUSED BY ANY DELAYS IN MAKING DELIVERIES OR REPAIRS OR BY THE MANUFACTURERS OR SUPPLIER'S PERFORMANCE OF MAINTENANCE ON THE EQUIPMENT. YOU ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICES FOR THE EQUIPMENT BY THE MANUFACTURER OR SUPPLIER DOES NOT IN ANY WAY AFFECT THE DISCLAIMER SET FORTH HEREIN AND DOES NOT ASSURE IN ANY MANNER WHATSOEVER UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT.
- 5. OWNERSHIP, DELIVERY, AND RENEWAL:** We may require that plates or markings be placed on the Equipment indicating our ownership. Ownership and title to the Equipment shall remain vested in us at all times. You acknowledge that it is not intended that this Agreement create a security agreement. However, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement or showing our interest in the Equipment, including financing statements and financing change statements, to be filed or recorded and noted and re-recorded, and to publish our rights of ownership in the Equipment, and grant us the right to execute your name thereto and you hereby waive, to the extent permitted by law, any right you have to receive a copy of any financing or notification, publication or other registration documents. You agree to execute and deliver any statement, instrument or document requested by us for such purposes. You agree to pay or contribute us for any searches, filings, recordings, stamp or filing fees, or taxes related to the filing or recording of any such instrument or statement. No more than one hundred eighty (180) days but not less than 90 (90) days prior to the expiration of the initial term or any renewal term of this Agreement, you shall give us written notice of your intention to return the Equipment to us as provided below. Provided you have given such timely notice, you shall return the Equipment freight and insurance, prepaid to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to so notify us, or having notified us you fail to return the Equipment as provided herein, this Agreement shall renew for an additional term of twelve (12) months each at a periodic rent equal to the rent provided herein on the terms and conditions hereof including the renewal provision contained herein.
- 6. USE, MAINTENANCE, RISK OF LOSS AND INSURANCE:** Lessee agrees to comply with all governmental laws, regulations and orders relating to this Agreement, the Equipment or its use. Lessee agrees to use the Equipment for business purposes only (not for personal, family or household purposes). Lessee is responsible for installing the Equipment and Lessee agrees to keep the Equipment in good repair, condition and working order and furnish all parts and servicing required, and Lessee shall cause the Equipment to be operated carefully in compliance with the manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified personnel. Except for ordinary wear and tear, Lessee is responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, Lessee agrees to promptly notify us of such damage or loss, and agrees to continue to pay rent and to pay for the cost of repairs. Lessee will in no event subject the Equipment to corrosive, abrasive or other abnormal wearing conditions without Lessor's prior written consent. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable

LEASE ORIGINAL

06/04/04 FRI 12:56 FAX 18778438222

TERMS AND CONDITIONS

we are not accepted. Lessee shall immediately reimburse Lessor for all such costs or expenses. If Lessor's use of the Equipment exceeds 2,500 working hours per unit, per year, Lessee will pay Lessor additional rent equal to \$2.50 for each hour of excess use per unit. Prior to or in conjunction with the execution of this Lease, Lessor or an authorized agent of Lessor may complete a lease survey regarding the anticipated use of the Equipment, which survey will be attached to and become part of this Lease. If Lessee's application of the Equipment outside the hours of use and working conditions set forth in the Survey, Lessee will pay Lessor \$2.50 for each hour of excess use per unit, and reimburse Lessor for all costs or expenses necessary to bring the Equipment up to good operating condition. If the Equipment is destroyed or damaged (i) beyond repair, lost, stolen or taken from Lessee, legally or otherwise, Lessee agrees to promptly notify Lessor of such damage or loss, to immediately pay Lessor any arrears of rent, past due interest and the Discounted Residual and Residual Value as defined below. Lessee agrees, during the term of this Agreement, to keep the Equipment fully insured for its full replacement cost against loss by damage, fire, including extended coverage, theft, collision or all other losses, and against liability arising from damage to property of others and bodily injury or personal injury, naming Citicorp Vendor Finance, Ltd., its subsidiaries, affiliates and assignees including Citicorp Capital. Lessee agrees to obtain a general public liability insurance policy from a property of others and bodily injury or personal injury, naming Citicorp Vendor Finance, Ltd., its subsidiaries, affiliates and assignees including Citicorp Capital as an Additional Insured. The insurance policy must provide that the insurer gives us at least 10 days written notice before sharing or terminating the coverage. Lessee agrees to provide Lessor with copies of other evidence of insurance satisfactory to Lessor. If Lessee does not, Lessee agrees that Lessor has the right but not the obligation to obtain such insurance, in which event Lessee agrees to pay us for all costs incurred. Lessee agrees to allow Lessor to inspect the Equipment at any reasonable time upon notice, or at any time without notice if Lessor believes that the Equipment is damaged, at risk of being damaged, or is not being properly maintained.

7. **WARRANTY:** We are not responsible for any losses, damages or injuries caused by the installation, removal or use of the Equipment. You agree to reimburse us for, hold us harmless from and defend us against any claims for losses, damages or injuries (including legal fees and costs) caused by the Equipment.

8. **TAXES AND FEES:** You agree to pay when due, or reimburse us, for all taxes (other than our income or capital taxes) fees, fines, and penalties relating to this Agreement or relating to the use or ownership of the Equipment now or hereafter imposed, levied, or assessed by any provincial, federal, municipal or other taxing authority upon this Agreement or any Equipment or the purchase, ownership, delivery, return, possession, use, operation or return thereof, and/or any expenses incurred with respect to the preparation of financial statements and for other documentation costs. Any fees, taxes or other levies or charges paid by us upon your failure to make such payments shall, at our option, become immediately due from you. Equipment located in certain provinces or territories is subject to sales tax laws which require that tax be paid up front. If you choose to pay this tax up front, you may do so by a cheque for the current percent of tax applied to the cost of Equipment. If you do not include payment up front, you authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown on page one of two.

9. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown on the page one of two. You agree that the Equipment will not be removed from that address until you get our written permission in advance to move it and that it will remain personal and non-transferable property even though it may become attached to real or immovable property. You also agree not to permit the Equipment to become an accession or a fixture without our prior written consent.

10. **EVENTS OF DEFAULT:** You are in default under this Agreement, if: (i) you fail to pay rent or any other payment (hereunder when due); (ii) you fail to perform any of the other terms, covenants or conditions of this Agreement, after ten (10) days' written notice; (iii) you become insolvent, bankrupt or make an assignment for the benefit of creditors; (iv) a receiver, trustee, conservator, or liquidator is appointed with or without your consent; (v) you dispose of or surrender the Equipment, or this Agreement or attempt to do so; (vi) you remove the Equipment from the location stated on page one of two; (vii) you make a separate claim in this Agreement or otherwise to us that is materially incorrect; (viii) you are a coparticipant or control or beneficial ownership of you or your business changes from that which exists at the Commencement Date; (ix) a suit, execution, attachment or similar process is issued or levied against the Equipment; (x) you cease to carry on business or make or propose to make any sale of the whole or any substantial part of your assets in bulk or otherwise; (xi) you are in default to us under this or any other agreement.

11. **REMEDIES:** Upon the happening of any event of default described in Paragraph 10 (i) through (x), we may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) terminate this Agreement with respect to all or any portion of the Equipment; (ii) by written notice specifying a payment due not earlier than five (5) days from the date of the notice, declare due, sue for, and receive from you the sum of all rental payments and other amounts then due and owing under this Agreement, plus, as a punitive pre-estimate of liquidated damages for loss, and not as a penalty (a) the present value of the sum of the rental payments for the unexpired term of this Agreement discounted at the rate of 6% per annum (the "Discounted Residual") and (b) the anticipated value of the Equipment at the end of the initial term or a replace residual term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum (the "Residual Value"), and upon recovery of the sum in full, the Equipment shall become your property; (iii) immediately accelerate the balances due under any other agreements between us; (iv) enter your premises or elsewhere where the Equipment is located, without notice or demand, and take immediate possession of and remove the Equipment, and store, repair, recondition the Equipment or lease, sell or otherwise dispose of the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder, and, to the extent permitted by law, you hereby waive the benefit of any provision contained in any statute governing the seizure of equipment when a lease is in default and waive any and all compensation or indemnification from and against damages resulting from us taking possession, whether in respect of damage to property or otherwise; (v) as a late charge, charge you interest on all monies due us, including overdue interest from and after the date of default at the annual rate of twenty-four percent (24%) calculated and payable monthly until paid in full, but in no event more than the maximum rate permitted by law; (vi) require you to return all Equipment at your expense to a place reasonably designated by us and/or (vii) charge you for all the expenses incurred in connection with the enforcement of any of our remedies, including all costs of collection, reasonable legal fees on a solicitor client basis, and court costs. Whenever any payment is not made by you when due hereunder, you agree to pay us, to the extent permitted by law, not later than one month thereafter, as an administrative charge to offset our collection expenses, the greater of (a) an amount calculated at the rate of ten cents per one dollar for each such delayed payment; and (b) twenty-five dollars. Any amount greater than that so permitted by law which shall have been received by us will be credited to you. You also agree to pay us an administrative charge, twenty-five dollars, for every NSF cheque returned to us. The administrative charge may be charged by us from time to time. Such an amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein. All our remedies are cumulative, and in addition to any other remedy provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed to be election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy shall constitute a waiver of any right or remedy or modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default. You irrevocably and unconditionally waive any present or future right to allocate any payment made to us pursuant to any specific obligation due under this Agreement or under any agreement between us, and you agree that we may allocate and apply any payment (received to any obligation due under this Agreement or under any agreement between us and we may reallocate and reapply any such payment as many times and in such manner as we, from time to time, see fit. You also authorize us to combine and set-off amounts payable by us to you with amounts owing from you to us in each case whether due or not and whether absolute or contingent) under the same or different agreements. We shall retain the sum set forth in this Agreement as a security deposit for your performance of our obligations hereunder. Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit shall be returned to you. No interest shall be paid upon said Security Deposit. In the event of default we may apply said Security Deposit to cure any default.

12. **ASSIGNMENT; YOU HAVE NO RIGHT TO SELL, TRANSFER OR ASSIGN THIS AGREEMENT OR SUBLEASE, PLEDGE, HYPOTHECATE OR OTHERWISE ENCUMBER OR PART WITH POSSESSION OR CONTROL OF THE EQUIPMENT, OR AN INTEREST IN THIS AGREEMENT, WITHOUT FIRST OBTAINING OUR WRITTEN CONSENT.** We may sell, assign, or transfer this Agreement, without notice to you. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, demands, or suits that you may have against us. In the event of assignment or transfer, we agree to remain responsible for our obligations hereunder.

13. **CONSENT TO JURISDICTION, GOVERNING LAW AND WAIVER OF DEFENSE:** YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE PROVINCE OR TERRITORY IN WHICH THE EQUIPMENT WAS ORIGINALLY DELIVERED TO YOU WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN THAT PROVINCE OR TERRITORY AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN SUCH PROVINCE OR TERRITORY. You agree that notice of process by registered mail or by facsimile shall be deemed the equivalent of personal service in any such action, however, nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of that province or territory in which the Equipment was originally delivered to you. TO THE EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY THE PROVISIONS OF ANY LAW, STATUTE OR REGULATION WHICH WOULD, IN ANY MANNER, AFFECT OUR RIGHTS AND REMEDIES HEREUNDER, INCLUDING, WITHOUT LIMITATION, PROVISIONS OF THE LIMITATIONS OF THE CIVIL RIGHTS ACT OF SASKATCHEWAN, AND ARTICLES 1972 AND 1948 OF THE CIVIL CODE OF QUEBEC.

14. **PRE-AUTHORIZED PAYMENTS:** If you have completed the pre-authorized payment section on page one of two, you hereby warrant that the signature appearing on page one of two is those of the persons authorized to sign on the account with the Bank. You authorize or request the Bank to pay and debit the Bank account specified on the page one of two ("Specified Account") whether it continues to be maintained at the location set forth on page one of two or is maintained at another branch of the Bank. You acknowledge that provision and delivery of this authorization to us constitutes approval by you to the Bank. While you may be involved for payments, we may elect to collect the rent due under a pre-authorized payment plan (including any arrears of rent). Pre-authorized payments may be withdrawn on or about the first day of each rental period.

15. **CUSTOMER P.D.I.:** You agree that any Purchase Order issued to us covering the rental of this Equipment is issued for purposes of authorization and your Internet use only, and none of its terms and conditions shall modify the terms or conditions of this Agreement.

16. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between you and us, and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

17. **NOTICE:** Any notice required to be given shall be given in writing and by registered mail, facsimile or delivered to the party and shall be deemed to have been received on the second business day following posting, or if by facsimile or delivered, on the first business day following delivery or transmission.

18. **CLERICAL ERRORS:** Any clerical or inadvertent error in this Agreement or any other documents associated with this Agreement shall not affect their validity and we may correct them provided that we verbally advise you of such changes and, upon your request, provide you with a copy of the changed document.

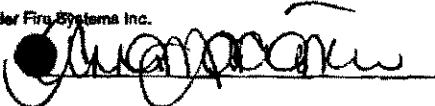
19. **CREDIT INVESTIGATION:** YOU HEREBY CONSENT TO US CONDUCTING A PERSONAL INVESTIGATION TO CREDIT CHECK UPON YOU, SUBJECT TO APPLICABLE LEGISLATION. At our request, you agree to pay us a correct initiation fee equal to the greater of (a) \$100.00 and (b) our costs, such fee to cover initial processing and registration costs.

20. **GENERAL:** Your obligations will continue in force until all payments are made and the Equipment is returned to us. You agree to promptly enclose and deliver a set of further documents and do such further things as may be required to give effect to the intent of this Agreement. This shall be interpreted with all changes to number and gender, as the context requires. If more than one person signs the Agreement, all of you shall be jointly and severally liable. Any provision of this agreement which is unenforceable in any jurisdiction shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability notwithstanding the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement and all other documents associated with the agreement and all communications between us will be in English. Les parties aux présentes conviennent à ce que ce document et tous autres documents de communications soient rédigés en anglais. This is of the essence of this agreement and all agreements between us. This Agreement will survive to the benefit of and binding upon the parties, their successors and permitted assigns.

LESSEE ACKNOWLEDGES THAT THEY HAVE READ BOTH PAGE 1 OF 2 AND PAGE 2 OF 2 OF THE LEASE DOCUMENT.

YOU AGREE THAT THE FACSIMILE COPY OF THIS AGREEMENT WITH YOUR FACSIMILE SIGNATURE AND OUR ORIGINAL SIGNATURE SHALL CONSTITUTE THE ORIGINAL OF THIS AGREEMENT FOR ALL PURPOSES.

LESSEE 1 NAME: Shield Sprinkler Fire Systems Inc.

LESSEE 1 SIGN HERE X:  TITLE: OWNER DATE: June 4/04

LESSEE 2 NAME:

LESSEE 2 SIGN HERE X: _____ TITLE: _____ DATE: _____

CITICORP VENDOR FINANCE, LTD.

ACCEPTED BY X:  DATE: 7/19/04

2004/JUL/06/TUE 10:19 AM YALE WOODBRIDGE FAX No. 905 851 6866 P. 001/001



YALE INDUSTRIAL TRUCKS ONTARIO LTD.
340 HANLAN ROAD
WOODBRIDGE, ONTARIO L4L 3P6
PHONE: (905) 851-6620 FAX: (905) 851-6866



INVOICE

Date
07-06-04

Page: 1
Invoice No.
19550-A

Bill To: 101553
CITICORP VENDOR FINANCE, LTD.,
123 FRONT STREET WEST, 16TH FLOOR
TORONTO ON M5J 2M3
ATTN: JUDY ESCOBAR

Ship To:
SHIELD SPRINKLERS FIRE SYSTEMS
155 REGINA ROAD, UNIT 3
WOODBRIDGE ON L4L 8L6
ATTENTION: FRANK MARCIANO

PURCHASE ORDER: 8563000101

PHONE: 416-941-6011
FAX: 416-941-7413

PHONE: 905-791-3456

TERMS: DUE ON RECEIPT

Slsm: 14

UNIT/ITEM	QUANTITY	PRICE/RATE	AMOUNT
Purchase Model	19550 GLC050RGNUAE082	USED 1998 YALE Serial No. E187V06765V	12,500.00

FREIGHT N/A

OUR GST# IS R 105758809

TERMS - DUE ON RECEIPT

Total Purchases	12,500.00
GST	875.00
4409-7069	PST Exempt
DUE	13,375.00

PSSMC02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 06/07/2004
TIMS0837 "1C" REGISTRATION - SCREEN 1 14:21:06

01 CAUTION : PAGE: 001 OF 2 MV ATTACHED : P/R: P REG PERIOD: 4

02 IND DOB : IND NAME :
03 BUS NAME: SHIELD SPRINKLER FIRE SYSTEMS INC. OCN :

04 ADDRESS : 13 KENVIEW BLVD., UNIT 10
CITY : BRAMPTON PROV : ON POSTAL CODE : L6T 5K9

05 IND DOB : IND NAME :
06 BUS NAME: OCN :

07 ADDRESS :
CITY : PROV : POSTAL CODE :

08 SECURED PARTY/LIEN CLAIMANT :
CITICORP VENDOR FINANCE, LTD.

09 ADDRESS : 123 FRONT ST. W. - 16TH FLOOR
CITY : TORONTO PROV : ON POSTAL CODE : M5J 2M2

PSSMC03 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 06/07/2004
TIMS0837 "1C" REGISTRATION - SCREEN 2 14:21:29

CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL?	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X		X				
	YEAR	MAKE			MODEL		V.I.N.	
11								
12								

GENERAL COLLATERAL DESCRIPTION
13 MATERIAL HANDLING EQUIPMENT, TOGETHER WITH ALL PARTS, ATTACHMENTS
14 ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS AND OTHER
15 EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN

REGISTERING AGENT
16 NAME : DISTINCT CREDIT SERVICES LTD. 6858
17 ADDRESS : 429 DANFORTH AVE STE 433
CITY : TORONTO PROV : ON POSTAL CODE : M4K 1P1

PSSMC08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 06/07/2004
TIMS0837 FILE/REGISTRATION NUMBER CONFIRMATION 14:21:57

THE FOLLOWING REGISTRATION PAGE WAS ADDED TO THE PPSR DATABASE:

TYPE: 1C
BATCH: 7029A20040607A
FILE NUMBER: 606181131
REGISTRATION NUMBER: 20040607 1421 7029 7547
PAGE NUMBER: 001 OF 2

PSSMC02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 06/07/2004
TIMS0837 "1C" REGISTRATION - SCREEN 1 14:22:04

01 CAUTION : PAGE: 002 OF 2 MV ATTACHED : E/R: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME: OCN :
04 ADDRESS : CITY : PROV : POSTAL CODE :
05 IND DOB : IND NAME:
06 BUS NAME: OCN :
07 ADDRESS : CITY : PROV : POSTAL CODE :
08 SECURED PARTY/LIEN CLAIMANT :
09 ADDRESS : CITY : PROV : POSTAL CODE :

PSSMC03 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 06/07/2004
TIMS0837 "1C" REGISTRATION - SCREEN 2 14:22:05

CONS. GOODS	INVTY	EQUIP	ACCTS	OTHER	MV INCL?	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10								
	YEAR	MAKE			MODEL		V.I.N.	
11								
12								

GENERAL COLLATERAL DESCRIPTION
13 WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING WITHOUT LIMITATION,
14 ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER
15 AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).

REGISTERING AGENT
16 NAME :
17 ADDRESS : CITY : PROV : POSTAL CODE :

PSSMC08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 06/07/2004
TIMS0837 FILE/REGISTRATION NUMBER CONFIRMATION 14:22:16

THE FOLLOWING REGISTRATION PAGE WAS ADDED TO THE PPSR DATABASE:

TYPE: 1C
BATCH: 7029A20040607A
FILE NUMBER: 606181131
REGISTRATION NUMBER: 20040607 1421 7029 7547
PAGE NUMBER: 002 OF 2

PSSMC04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/08/2004
TIMS0837 "2C" REGISTRATION - SCREEN 1 16:42:24

01 CAUTION : PAGE: 001 OF 1 MV ATTACHED : P/R:

21 REFERENCE FILE NUMBER : 606181131
22 AMEND PAGE: NO PAGE: X CHANGE CODE: A REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: SHIELD SPRINKLER FIRE SYSTEMS INC.

25 OTHER CHANGE:
26 REASON: TO ADD A DEBTOR TO THE REGISTRATION
27 /DESCR:
28

02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE: SHIELD SPRINKLER FIRE SYSTEMS INC. OCN:

04/07 ADDRESS: 155 REGINA ROAD - #3
CITY: WOODBRIDGE PROV: ON POSTAL CODE: L4L 8L6

PSSMC05 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/08/2004
TIMS0837 "2C" REGISTRATION - SCREEN 2 16:43:56
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CCNS. MV DATE OF OR NO FIXED
GOODS INVTY EQUIP ACCTS OTHER INCL? AMOUNT MATURITY MAT DATE
10 YEAR MAKE MODEL V.I.N.
11
12

GENERAL COLLATERAL DESCRIPTION

13 REGISTERING AGENT
14
15
16 NAME : DISTINCT CREDIT SERVICES LTD. CITI 8335
17 ADDRESS : 429 DANFORTH AVE STE 433
CITY : TORONTO PROV : ON POSTAL CODE : M4K 1P1

PSSMC08 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 07/08/2004
TIMS0837 FILE/REGISTRATION NUMBER CONFIRMATION 16:44:13

THE FOLLOWING REGISTRATION PAGE WAS ADDED TO THE PFSR DATABASE:

TYPE: 2C
BATCH: 7029A20040708B
FILE NUMBER: 606181131
REGISTRATION NUMBER: 20040708 1644 7029 8134
PAGE NUMBER: 001 OF 1