

BDO Dunwoody Limited

1 City Centre Drive, Suite 1040
Mississauga, Ontario, Canada L5B 1M2
Telephone: (905) 615-8787
Fax: (905) 615-1333

PROOF OF CLAIM

(Subsections 50(13), 50.1(1) and 65.2(4), paragraphs 51(1)(e) and 66.14(b); subsections 81.2(1), 102(2), 124(2) and 128(1) of the Bankruptcy and Insolvency Act)

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

920 Champlain Court, Whitby, Ontario L1N 6K9

IN THE MATTER OF THE (BANKRUPTCY) PROPOSAL / RECEIVERSHIP of SHIELD SPRINKLER FIRE SYSTEMS INC.
(name of debtor), of BRAMPTON (City and Province) and the claim of BMW GROUP FINANCIAL SERVICES, creditor,
ONTARIO CANADA, a division of BMW Canada Inc.

I, CHRISTINA BRUNO (name of creditor), of OSHAWA / ONT (City and Province), do hereby certify:

- 1. That I am a creditor of the above-named debtor (or that I am Corporate Law Clerk (state position or title) of BMW Group Financial Services Canada (name of creditor), a division of BMW Canada Inc.)
- 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 bankruptcy (or the date of the receivership, or in the case of a proposal, the date of the notice of intention or of the proposal, if no notice of intention was filed), namely the 23 day of October 2006, and still is indebted to the creditor in the sum of \$85,241.06, as specified in the statement of account (or affidavit or solemn declaration) attached and marked "Schedule A", after deducting any counterclaims 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 and 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.)*
- A.1. CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE \$ _____
That I hereby make a claim under Subsection 65.2(4) of the Act, particulars of which are as follows: *(Give full particulars of the claim, including the calculations upon which the claim is based)*
- B. SECURED CLAIM \$85,241.06
That in respect of this debt, I hold assets of the debtor valued at \$85,241.06 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.)*
- C. CLAIM BY FARMER, FISHERMAN, OR AQUACULTURIST OF \$ _____
That I hereby make a claim under Subsection 81.2(1) of the Act for the unpaid amount of \$ _____. *(Attach a copy of sales agreement and delivery receipts.)*
- D. CLAIM AGAINST DIRECTOR \$ _____
(To be filed when a proposal provides for the compromise of claims against Directors.)
That I hereby make a claim under Subsection 50(13) of the Act particulars of which are as follows: *(Give full particulars of the claim, including the calculations upon which the claim is based).*

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 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 bankruptcy event within the meaning of Section 2 of the Act: *(Provide details of payments and credits.)*

7. *(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 Whitby, this 23 day of October, 2006.

Phone No: 905-428-5067
Fax No: 905-428-5091
E-mail: Christina.Bruno@bmwfs.com

Witness
NOTE:

Christina Bruno
Creditor

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 secured creditor.
Subsection 201(1) of the Bankruptcy and Insolvency Act provides severe penalties for making any false claim, proof, declaration or statement of account.

PROOF OF CLAIM

(PROPERTY - FORM 63)

(Section 81(1) of the Bankruptcy and Insolvency Act)

IN THE MATTER OF THE BANKRUPTCY (OR PROPOSAL) OF SHIELD SPRINKLER FIRE SYSTEMS INC of BRAMPTON, debtor, and the claim of BMW GROUP FINANCIAL SERVICES CANADA, a division of BMW Canada Inc., claimant, and BDO DUNWOODY LIMITED, Trustee.

All notices or correspondence regarding this claim to be forwarded to the following address:
920 CHAMPLAIN CRT., WHITBY, ON L1N 6K9

I, CHRISTINA BRUNO, of the city of OSHAWA, in the Province of ONTARIO.

DO HEREBY CERTIFY:

1. That I am the claimant herein, (or that I am CORPORATE LAW CLERK (state position or title) of BMW GROUP FINANCIAL SERVICES CANADA, a division of BMW Canada Inc. (name of claimant).

2. That I have knowledge of all the circumstances connected with the claim hereinafter referred to.

3. That on the 23 day of October, 192006, the debtor herein:

(a) caused to be filed a proposal lodged in accordance with the Bankruptcy and Insolvency Act with the Trustee,

(b) made an assignment in accordance with the Bankruptcy and Insolvency Act to the Trustee, (delete if inapplicable),

(c) was declared bankrupt by a receiving order filed on the said date.

4. That, on the said date, the property enumerated in the document(s) hereto 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 the said property, or interest therein, by virtue of the document(s) hereto attached and marked "A", namely:

(Set out particulars of all documents serving as proof of the claim, giving

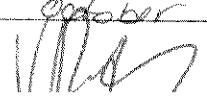
- (i) the grounds on which the claim is based, and
- (ii) sufficient particulars to enable the property to be identified; if these particulars do not appear on the face of these documents, attach an additional statement marked "B" setting them forth.)

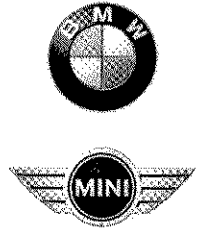
6. That the claimant is entitled to demand from the Trustee the return of the property enumerated in the aforementioned document(s)

7. That I hereby demand that the Trustee return to me (or the claimant whom I represent) the property enumerated in the aforementioned document(s) within fifteen (15) days after the filing hereof, or within fifteen (15) days after the first meeting of the creditors of the debtor herein, whichever is the later.

Sworn before me at the Town)
of WHITBY in the Province)
of Ontario, this 23 day)
day of October, 2006.)

CBruno
(Signature of Claimant)





October 30, 2006
Christina Bruno
Corporate Law Clerk
Direct Line: 905-428-5067
Fax: 905-428-5091
e-mail: christina.bruno@bmwfs.com

SCHEDULE A
STATEMENT OF ACCOUNT

Please see attached Amortization Schedule, Payoff Quote and Lease Agreement providing the outstanding amount.

a division of
BMW Canada Inc.
a BMW Group Company

une division de
BMW Canada Inc.
une compagnie
du BMW Group

**Head Office/
Siege social**
920 Champlain Court
Whitby, Ontario
Canada
L1N 6K9

**Telephone/
Téléphone**
(800) 3000-BMW
(866) DRV-MINI

**Facsimile/
Télécopieur**
(905) 428-4950

Internet
www.BMWfinance.ca
www.MINIfinance.ca



Amortization Schedule

Account Number
7000111228

SHIELD SPRINKLER FIRE SYSTEMS INC.
13 Kenview Blvd Unit 10
Brampton, ON
L6T 5K9

Year/Make/Model 2006 BMW X5 4.4i
Vehicle Identification 5UXFB53526LV21607
Date October 30, 2006

Payment Number	Date of Payment	Payment	Interest	Principal Portion	Principal Balance
1	12/15/05	\$1,291.94	\$311.75	\$980.19	\$83,445.37
2	01/15/06	\$1,291.94	\$308.07	\$983.87	\$82,461.50
3	02/15/06	\$1,291.94	\$304.38	\$987.56	\$81,473.94
4	03/15/06	\$1,291.94	\$300.68	\$991.26	\$80,482.68
5	04/15/06	\$1,291.94	\$296.96	\$994.98	\$79,487.70
6	05/15/06	\$1,291.94	\$293.23	\$998.71	\$78,488.99
7	06/15/06	\$1,291.94	\$289.48	\$1,002.46	\$77,486.53
8	07/15/06	\$1,291.94	\$285.73	\$1,006.21	\$76,480.32
9	08/15/06	\$1,291.94	\$281.95	\$1,009.99	\$75,470.33
10	09/15/06	\$1,291.94	\$278.16	\$1,013.78	\$74,456.55
11	10/15/06	\$1,291.94	\$274.36	\$1,017.58	\$73,438.98
12	11/15/06	\$1,291.94	\$270.55	\$1,021.39	\$72,417.58
13	12/15/06	\$1,291.94	\$266.72	\$1,025.22	\$71,392.36
14	01/15/07	\$1,291.94	\$262.87	\$1,029.07	\$70,363.29
15	02/15/07	\$1,291.94	\$259.01	\$1,032.93	\$69,330.37
16	03/15/07	\$1,291.94	\$255.14	\$1,036.80	\$68,293.57
17	04/15/07	\$1,291.94	\$251.25	\$1,040.69	\$67,252.88
18	05/15/07	\$1,291.94	\$247.35	\$1,044.59	\$66,208.29
19	06/15/07	\$1,291.94	\$243.43	\$1,048.51	\$65,159.78
20	07/15/07	\$1,291.94	\$239.50	\$1,052.44	\$64,107.34
21	08/15/07	\$1,291.94	\$235.55	\$1,056.39	\$63,050.96
22	09/15/07	\$1,291.94	\$231.59	\$1,060.35	\$61,990.61
23	10/15/07	\$1,291.94	\$227.62	\$1,064.32	\$60,926.29
24	11/15/07	\$1,291.94	\$223.63	\$1,068.31	\$59,857.97
25	12/15/07	\$1,291.94	\$219.62	\$1,072.32	\$58,785.65
26	01/15/08	\$1,291.94	\$215.60	\$1,076.34	\$57,709.31
27	02/15/08	\$1,291.94	\$211.56	\$1,080.38	\$56,628.93
28	03/15/08	\$1,291.94	\$207.51	\$1,084.43	\$55,544.50
29	04/15/08	\$1,291.94	\$203.44	\$1,088.50	\$54,456.00
30	05/15/08	\$1,291.94	\$199.36	\$1,092.58	\$53,363.43
31	06/15/08	\$1,291.94	\$195.27	\$1,096.67	\$52,266.75
32	07/15/08	\$1,291.94	\$191.15	\$1,100.79	\$51,165.96
33	08/15/08	\$1,291.94	\$187.02	\$1,104.92	\$50,061.05
34	09/15/08	\$1,291.94	\$182.88	\$1,109.06	\$48,951.99
35	10/15/08	\$1,291.94	\$178.72	\$1,113.22	\$47,838.77
36	11/15/08	\$1,291.94	\$174.55	\$1,117.39	\$46,721.38
37	12/15/08	\$1,291.94	\$170.36	\$1,121.58	\$45,599.80
38	01/15/09	\$1,291.94	\$166.15	\$1,125.79	\$44,474.01
39	02/15/09	\$1,291.94	\$161.93	\$1,130.01	\$43,344.00



Amortization Schedule

Account Number
7000111228

SHIELD SPRINKLER FIRE SYSTEMS INC.
13 Kenview Blvd Unit 10
Brampton, ON
L6T 5K9

Year/Make/Model 2006 BMW X5 4.4i
Vehicle Identification 5UXFB53526LV21607
Date October 30, 2006

TOTAL	\$50,385.66	\$9,304.10	\$41,081.56
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Payoff Confirmation Fax

Account Number
7000111228

SHIELD SPRINKLER FIRE SYSTEMS INC.
13 Kenview Blvd Unit 10
Brampton, ON
L6T 5K9

Year/Make/Model 2006 BMW X5 4.4i
Vehicle Identification 5UXFB53526LV21607
Date October 30, 2006

Customer Payoff Quote

Outstanding Balance	\$76,047.86
GST	\$4,561.37
PST/HST	\$6,081.83

Gross Payoff	\$86,691.06
Less: Security Deposit	\$1,450.00
Net Payoff	\$85,241.06

Payoff is only valid until **November 14, 2006**, and must be received by this date.

Please include the Security Deposit Authorization Form (if applicable) with your payment. Certified cheques should be made payable to BMW Financial Services Canada

Please courier payoff to:

BMW Financial Services Canada
920 Champlain Court
Whitby, ON
L1N 6K9

Security Deposit Authorization Form

I authorize BMW Financial Services Canada to reduce the amount of my payoff by the amount of my refundable security deposit.

SHIELD SPRINKLER FIRE SYS
Name

7000111228
Account Number

Date

Signature

DATE OF AGREEMENT (MM/DD/YYYY)
LESSEE: (NAME AND ADDRESS)
FIRST MIDDLE LAST

REFERENCE NUMBER:
CO-LESSEE: (NAME AND ADDRESS)
FIRST MIDDLE LAST

DATE OF BIRTH (MM/DD/YYYY)
RETAILER: (NAME AND ADDRESS)
FIRST MIDDLE LAST

DATE OF BIRTH (MM/DD/YYYY)
ASSIGNEE:
BMW Group Financial Services Canada
A division of BMW Canada Inc.
320 Champion Court
Whitby, Ontario
L1N 6K9
Tel: BMW call 1 800 388-3838
or MINI call 1 800 388-3838

BUSINESS NO.:
BUSINESS NAME:

BUSINESS NO.:
BUSINESS NAME:

Table with columns: NEW OR PRE-OWNED, YEAR, MAKE & MODEL, BODY TYPE, LICENCE NO, NO OF CYLINDERS, COLOUR, VEHICLE IDENTIFICATION NUMBER (VIN)

1. LEASE COST DISCLOSURE:

Table for Lease Cost Disclosure with rows for: 1. Amount of Finance Charge, 2. Amount of Interest Charge, 3. Amount of Sales Tax, 4. Amount of License Fee, 5. Amount of Registration Fee, 6. Amount of Dealer Fee, 7. Amount of Other Fees, 8. Amount of Total Lease Cost

9. EXCESS KILOMETRES CHARGE:

9. EXCESS KILOMETRES CHARGE: \$0.25 per kilometre over the allowance of 75,000 kilometres.

10. VEHICLE INSURANCE REQUIREMENTS:

10. VEHICLE INSURANCE REQUIREMENTS: The lessee shall be responsible for obtaining and maintaining the minimum required levels of insurance, including liability, collision, theft, and comprehensive coverage.

2. LEASE RATE AND CHARGES:

2. LEASE RATE AND CHARGES: Monthly lease payment of \$1,000.00 plus applicable taxes and fees.

3. AMOUNTS DUE UPON LEASE SIGNING:

Table for Amounts Due Upon Lease Signing with rows for: 1. Finance Charge, 2. Interest Charge, 3. Sales Tax, 4. License Fee, 5. Registration Fee, 6. Dealer Fee, 7. Other Fees, 8. Total Amount Due

4. MONTHLY PAYMENT CALCULATION:

Table for Monthly Payment Calculation with rows for: 1. Monthly Lease Payment, 2. Finance Charge, 3. Interest Charge, 4. Total Monthly Payment

5. TERM OF LEASE:

5. TERM OF LEASE: 36 months.

6. TOTAL OF ALL MONTHLY LEASE PAYMENTS:

6. TOTAL OF ALL MONTHLY LEASE PAYMENTS: \$36,000.00 plus taxes and fees.

7. SCHEDULE OF MONTHLY LEASE PAYMENTS:

Table for Schedule of Monthly Lease Payments with columns for: Month, Monthly Payment, Finance Charge, Interest Charge, Total Payment

8. OPTION TO PURCHASE:

8. OPTION TO PURCHASE: The lessee has the option to purchase the vehicle at the end of the lease term for a price of \$10,000.00.

11. VEHICLE OWNERSHIP:

11. VEHICLE OWNERSHIP: The vehicle shall remain the property of BMW Group Financial Services Canada throughout the term of the lease.

12. TERMINATION:

12. TERMINATION: The lessee may terminate the lease early by paying a termination fee of \$1,000.00.

13. EARLY TERMINATION:

13. EARLY TERMINATION: The lessee may terminate the lease early by paying a termination fee of \$1,000.00.

a) Base Monthly Payment (including tax, license, and other charges)	\$ 1,100.00
b) Monthly Dealer and Service Tax (including tax)	\$ 100.00
c) Monthly Provincial Sales Tax (including tax)	\$ 100.00
d) Other charges	\$ 0.00
TOTAL MONTHLY LEASE PAYMENT:	\$ 1,300.00

For Vehicles with a Down Payment or Trade-In Allowance:

Less: Down Payment or Trade-In Allowance	\$ 1,000.00
Breakdown of Total Monthly Lease Payment:	
• Portion of Monthly Payment representing the "Vehicle"	\$ 1,000.00
• Portion of Monthly Payment representing "Lease of Vehicle"	\$ 300.00
• Dealer and Service Tax	\$ 100.00
• Provincial Sales Tax (including tax) and other applicable	\$ 100.00

abandoned, destroyed or damaged to the extent that the vehicle is no longer economically repaired, in the opinion of BMW Group FS and/or the insurer.

11. VEHICLE OWNERSHIP: BMW Group FS is and shall remain the owner of the Vehicle and shall retain the benefits of owning it during the term of this Lease. The Vehicle shall be registered in the name of BMW Group FS or as BMW Group FS may desire. This Lease is intended to be, and constitutes, a true Lease for all purposes, including, for example, purposes of personal property security, consumer protection and credit laws and income and other tax laws.

12. TERMINATION: Unless terminated earlier in accordance with this Lease, this Lease shall terminate on the Scheduled Termination Date (Section 7) and you shall, on that date, return the Vehicle in accordance with Section 24 (if you have not exercised the Option to Purchase (Section 6)) and pay all amounts due under this Lease. Your obligations under this Lease shall continue until satisfied in full.

13. EARLY TERMINATION: You may terminate this Lease before the Scheduled Termination Date if you are not in Default (Section 17) by returning the Vehicle in accordance with Section 24 provided that you pay an early termination amount to BMW Group FS consisting of the following amounts:

1. One (1) Base Monthly Lease Payment (plus tax on the total of this Lease) if the date of termination is within 12 months of the date you Signed this Lease; (Section 13) and not applicable if this Lease is Signed in Manitoba or Saskatchewan; **PLUS**
2. The Net Unpaid Vehicle Amount (Section 13) that remains unpaid by you when the Vehicle is returned (the "Unpaid Leased Vehicle Amount") less the Net Proceeds of Sale of the Vehicle if BMW Group FS were to sell the Vehicle; **PLUS**

all other amounts due under this Lease. BMW Group FS requires the "Unpaid Leased Vehicle Amount" according to this Section to be paid by you using the Net Leased Vehicle Amount (1) or the third of the Lease each month by the date you provide the Base Monthly Payment due date and the rest of the Lease amount (Charges due (2)) spread in that month, plus taxes as applicable.

"Net Proceeds of Sale" means the final cash amount that BMW Group FS receives or retains if you sell the Vehicle to the Buyer or to a third party, or if BMW Group FS may so choose, if it was instructed in writing by you to sell or if a public sale auction, after deducting from the actual or estimated purchase price all fees, taxes and other charges.

see OVERLEAF

6. a) TOTAL OF ALL MONTHLY LEASE PAYMENTS:
Based on the Lease Agreement, \$ 15,600.00

b) TOTAL COST OF THIS LEASE:
Based on the Lease Agreement, see "Total Lease Cost" \$ 15,600.00

7. SCHEDULE OF MONTHLY LEASE PAYMENTS:
The first payment is due on [Date] and subsequent monthly payments (Section 7) of \$ 1,300.00 thereafter. The Scheduled Termination Date is [Date].

B. OPTION TO PURCHASE: If you exercise the Option (Section 6) and this Lease, you may purchase the Vehicle by cash or certified cheque on the Scheduled Termination Date for \$ [Amount] (including tax), **PLUS** all other taxes and other charges associated with your purchase. **PLUS** all other amounts due under this Lease ("Option Termination Fee").

PRE-AUTHORIZED PAYMENT
You agree and authorize BMW Group FS to debit or credit your bank account (debit or credit) with any amount you may, directly from time to time (the "Account") for all payments or credits applicable under this Lease. This authorization is the same as if you had written a cheque against your Account for each debit. You may cancel this authorization at any time by giving 10 days prior written notice to BMW Group FS at the address indicated in the correspondence that you receive from BMW Group FS. If you receive your authorization on the Bank or any other Payment Institution set out below to reimburse your Account for any debit, you shall still be subject to all the terms and obligations of this Lease. If the information about your Account or Bank or other Payment Institution changes, you must notify BMW Group FS promptly in writing. If the Account is a joint account in a jurisdiction that requires both parties to authorize debits and other debits, you confirm that all persons whose signatures are required to sign the Account have in fact signed below. **ATTACH A SAMPLE COPY OF YOUR CHEQUE WITH "VOID" WRITTEN ON IT**

By signing this Lease, you authorize BMW Group FS to debit or credit your bank account (debit or credit) with any amount you may, directly from time to time (the "Account") for all payments or credits applicable under this Lease. This authorization is the same as if you had written a cheque against your Account for each debit. You may cancel this authorization at any time by giving 10 days prior written notice to BMW Group FS at the address indicated in the correspondence that you receive from BMW Group FS. If you receive your authorization on the Bank or any other Payment Institution set out below to reimburse your Account for any debit, you shall still be subject to all the terms and obligations of this Lease. If the information about your Account or Bank or other Payment Institution changes, you must notify BMW Group FS promptly in writing. If the Account is a joint account in a jurisdiction that requires both parties to authorize debits and other debits, you confirm that all persons whose signatures are required to sign the Account have in fact signed below. **ATTACH A SAMPLE COPY OF YOUR CHEQUE WITH "VOID" WRITTEN ON IT**

Signature: _____ Date: _____

SIGNATURES AND IMPORTANT NOTICE
NOTICE TO YOU: The Retailer must give you a fully completed copy of this Lease to sign. Do not sign this Lease until you have read it or if any blank space is not fully completed or if there are any terms that you do not understand. By signing this Lease, you, the Retailer, and BMW Group FS agree that you are leasing the Vehicle under the terms and conditions set out in this entire Lease Agreement, and you acknowledge having received, read and understood this Lease and all its contents. (In Alberta, the Retailer must provide a duplicate copy of this Lease to you and each Co-lessee prior to delivery of the Vehicle.)

YOU SIGNED THIS LEASE AND RECEIVED A COMPLETED COPY OF: [Signature] DATE (MM/DD/YY) _____

RECURSE ASSIGNMENT

The Retailer assigns the Lease and assigns all its rights, title and interest in and to the Vehicle to BMW Group FS under the terms and conditions of the Dealer Retail Finance Agreement between the Retailer and BMW Group FS. The Retailer warrants and warrants that it is transferring to you, free and clear of all other claims, liens, encumbrances, hypothecations or other security interests created by or through the Retailer or any other person, a lease of the Vehicle, except for this Lease and that the Vehicle is fully covered under the manufacturer's warranty (which remains valid and subsistent for the Vehicle only the Owner, Dealer or Customer warranty) corresponding to which (the "Warranty").

By: [Signature] Title: Finance Manager

I have the authority to sign this Lease on behalf of my company.

*Not including certain charges, taxes, such as charges for damage or excess wear of the item or late payment charges or other costs incurred by BMW Group FS to enforce this Lease.

ORIGINAL



BMW Group
Financial Services
Canada



October 30, 2006
Christina Bruno
Corporate Law Clerk
Direct Line: 905-428-5067
Fax: 905-428-5091
e-mail: christina.bruno@bmwfs.com

SCHEDULE B

Please see attached Proof of Security Registration



Canadian Securities Registration Systems (ONCBW9)

Report Date: October 30, 2006

ONCBW9F113962-1
REGISTERED**REGISTRATION STATEMENT (ON)****REGISTRATION INFORMATION**

Registration Number	Registration Date	Registration Time	Expiry Date
20060106104915292643	6 JAN 2006	10:49AM	6 JAN 2011
Reference File Number 621813087			
Type of Registration SECURITY AGREEMENT	Life of Registration 5 Years		

SECURED PARTY INFORMATION

BMW Canada Inc
920 Champlain Court
Whitby ON L1N 6K9 Canada

DEBTOR INFORMATION

SHIELD SPRINKLER FIRE SYSTEMS INC.
13 Kenview Blvd Unit 10
Brampton ON L6T 5K9

MARCIANO, FRANCO
14621 Niagara Pkwy
Niag-On-Lake ON L0S 1J0
Birthdate 9 JAN 1967

COLLATERAL CLASSIFICATION

Inventory	Equipment	Consumer Goods	Accounts	Other	Vehicle Included
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Amount secured \$84426	Maturity date 15 MAR 2010				

VEHICLE/SERIAL COLLATERAL

Serial Number	Year
SUXFB53526LV21607	2006
Make	BMW
Model	X5 4.4i

Your reference 2626042



October 30, 2006
Christina Bruno
Corporate Law Clerk
Direct Line: 905-428-5067
Fax: 905-428-5091
e-mail: christina.bruno@bmwfs.com

SCHEDULE C

Paragraph 6

List of all payments received within three months preceding the debtor filing an assignment in bankruptcy on the 12th of October, 2006.

DATE	AMOUNT
September 15, 2006	\$1,411.20
August 15, 2006	\$1,402.68

