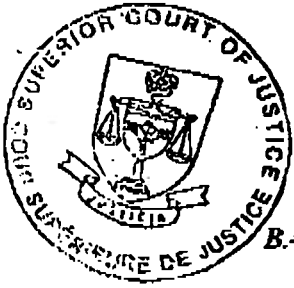


Court file no. 06-CL-6689



**ONTARIO SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF SECTION 47(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985 c.B-3 as amended**

**AND IN THE MATTER OF THE INTERIM RECEIVERSHIP OF
SHIELD SPRINKLER FIRE SYSTEMS INC.**

THE HONOURABLE)
) MONDAY, THE 29TH DAY OF
)
MR. JUSTICE CAMPBELL) JANUARY, 2007

ORDER

THIS MOTION, made by BDO Dunwoody Limited solely in its capacity as interim receiver of Shield Sprinkler Fire Systems Inc. ("Shield") and not in its personal or corporate capacity (the "Interim Receiver"), for an Order approving an Agreement of Purchase and Sale dated January 8, 2007 made between the Interim Receiver as Vendor and Dino Beltrame in Trust as purchaser (the "Purchaser"), as amended by an Assignment of Agreement of Purchase and Sale and Vendor's Consent dated January 24, 2007 made between the Interim Receiver as Vendor, the Purchaser as Assignor, and Belcor Investments Inc. as Assignee (the "Assignee"), (collectively referred to as the "Agreement"), pursuant to which the Property shall be sold to the Assignee for \$225,000 on terms described in the Agreement (the "Purchase Price") and a Vesting Order vesting lands and premises legally described as Unit 10, Level 1, Peel Condominium Plan No. 451, Brampton being all of PIN No. 19451-0010 (LT), municipally known as 13

- 2 -

Kenview Blvd., Unit 10, Brampton, Ontario (the "Property") in the Assignee upon payment of the Purchase Price and completion of the Assignee's obligations contained in the Agreement, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record, the Interim Receiver's First Report to the Court, and on hearing the submissions of counsel for the Interim Receiver, Royal Bank of Canada and Her Majesty the Queen in Right of Canada as represented by the Minister of National Revenue,

1. **THIS COURT ORDERS** that this motion is properly returnable this day and no further service of the Motion Record or its First Report to the Court is required such that all parties entitled to notice of this motion have been properly served.

2. **THIS COURT ORDERS** that the Agreement be and the same is hereby approved and that the Interim Receiver is at liberty to complete the Agreement with the Assignee in accordance with its terms.

3. **THIS COURT ORDERS** that upon payment of the Purchase Price by the Assignee to the Interim Receiver and the performance by the Assignee of all of its/his covenants in accordance with the Agreement, the Property shall vest and is hereby vested in the Assignee absolutely and forever free and clear of and from any and all rights, title, interests, estates, licences, mortgages, charges, pledges, liens, encumbrances, hypothecs, security interests, executions, judgment, trust or deemed trusts, set-off claims, leases,

assignments, options, adverse claims, levies, taxes, rights of distress, title retention agreements, or any other claims, interests, or any other rights, rights of use, disputes and debts of all persons or entities of whatever kind whatsoever and whether direct, indirect, absolute or contingent or whether contractual, legal, equitable, statutory or otherwise as of the date hereof, including, without limitation, a charge registered against the Property as instrument no. PR1042034 on April 6, 2006 in favour of Royal Bank of Canada (the "RBC Charge").

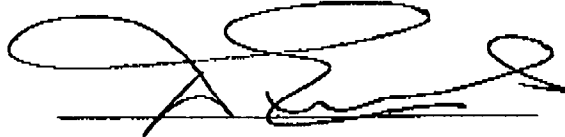
4. **THIS COURT ORDERS** immediately upon the vesting of title to the Property in the Assignee, the RBC Charge shall continue to attach to and shall retain the same validity, priority and enforceability with respect to the Purchase Price as the RBC Charge had against the Property prior to the vesting of the Property in the Assignee and that the Purchase Price shall stand in the place and stead of the Property.

5. **THIS COURT ORDERS** that any Writ of Execution filed with the Sheriff of the Regional Municipality of Peel, between the date of the registration of the Order appointing the Interim Receiver, registered as Instrument No. PR1155820 on October 20, 2006 and the date of registration of the Order herein, be and is hereby extinguished and the reference of same shall and will be deleted from the PIN for the Property.

6. **THIS COURT ORDERS** that the Interim Receiver be and is hereby authorized and directed to distribute the net proceeds from the sale of the Property, less any Interim

Receiver's fees and legal costs and disbursements incurred by the Interim Receiver in marketing and selling the Property (the "Net Proceeds"), as follows:

- (a) to the Receiver General of Canada, the sum of \$43,620.35;
- (b) to Royal Bank of Canada, the balance of the Net Proceeds.



#1168808 v1 | 4057005

David Evans
Registrar, Superior Court of Justice

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 30 2007

PER/PAR: 

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

SHIELD SPRINKLER FIRE SYSTEMS INC.

Respondent

Court file no. 06-CL-6689

**ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List**

Proceeding commenced at **TORONTO**

ORDER

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