

**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 ONTARIO (City and Province) and the claim of BMW GROUP FINANCIAL SERVICES CANADA, a division of BMW Canada Inc. creditor.

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, a division of BMW Canada Inc. (name of creditor).

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:

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 that a creditor who is not a secured creditor of the debtor is not entitled to file a proof of claim.

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 L1G 6K9

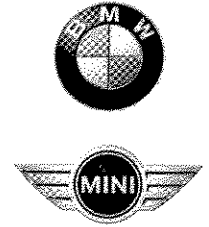
I, CHRISTINA BRUNO, of the city of OSHAWA, in the Province of ONTARIO.

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, 1996, 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:

(6) I have attached to this document evidence in proof of the claim, viz:

**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 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/  
Siège 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](http://www.BMWfinance.ca)  
[www.MINIfinance.ca](http://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

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<b>TOTAL</b>	<b>\$50,385.66</b>	<b>\$9,304.10</b>	<b>\$41,081.56</b>
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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

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

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):** DECEMBER 15, 2017

**LESSEE: (NAME AND ADDRESS):**  
 FIRST: SHIELD TRAINING FIRE SYSTEMS INC.  
 MIDDLE: 17 KENNEDY AVENUE UNIT 13  
 LAST: SCARBOROUGH ONTARIO

**CO-LESSEE: (NAME AND ADDRESS):**  
 FIRST: FRANKO MORGANO  
 MIDDLE: 14111 TIGERBUSH TRAIL  
 LAST: SCARBOROUGH ONTARIO

**DATE OF BIRTH (MM/DD/YYYY):** [REDACTED]

**ASSIGNEE:** BMW Group Financial Services Canada  
 A division of BMW Canada Inc.  
 820 Champlain Court  
 Whitby, Ontario L1N 6K9  
 For BMW car: 800-3000 BMW  
 For MINI car: 1-855-DRIVE MINI

**BUSINESS NO.:** 473451808

**BUSINESS NO.:** #7490504 (RTX001)

The terms of this Lease are subject to the Financial Services Canada (FSC) Consumer Protection Act (CPA) and the FSC Consumer Protection Regulations (CPR). The CPA and CPR are laws that protect consumers in Canada. The CPA and CPR require that certain information be provided to consumers before they enter into a contract. This information is provided in this Lease Agreement. The CPA and CPR also require that certain information be provided to consumers after they enter into a contract. This information is provided in this Lease Agreement. The CPA and CPR also require that certain information be provided to consumers if they are not satisfied with the goods or services they have purchased. This information is provided in this Lease Agreement. The CPA and CPR also require that certain information be provided to consumers if they are not satisfied with the goods or services they have purchased. This information is provided in this Lease Agreement.

NEW OR PRE-OWNED	YEAR	MAKE & MODEL	BODY TYPE	LICENCE NO.	NO. OF CYLINDERS	COLOUR	VEHICLE IDENTIFICATION NUMBER (VIN)
NEW	2017	BMW X5	SUV		4	Black	5UXXE8C58H0000000

FOR PERSONAL, FAMILY OR HOUSEHOLD USE  FOR BUSINESS USE  OTHER (PLEASE SPECIFY):

**1. LEASE COST DISCLOSURE:**

**2. LEASE RATE AND CHARGES:**

**3. AMOUNTS DUE UPON LEASE SIGNING:**

**4. MONTHLY PAYMENT CALCULATION:**

**5. TERM OF LEASE:**

**6. TOTAL OF ALL MONTHLY LEASE PAYMENTS:**

**7. TOTAL COST OF THIS LEASE:**

**8. SCHEDULE OF MONTHLY LEASE PAYMENTS:**

**9. EXCESS KILOMETRES CHARGE:** [REDACTED]

**10. VEHICLE INSURANCE REQUIREMENTS:** [REDACTED]

**11. VEHICLE OWNERSHIP:** [REDACTED]

**12. TERMINATION:** [REDACTED]

**13. EARLY TERMINATION:** [REDACTED]

**14. OPTION TO PURCHASE:** [REDACTED]

a) Base Monthly Lease Payment (including Dealer Fees) \$ 1,000.00  
 b) Monthly Coverage and Services Tax \$ 100.00  
 c) Monthly Provincial Retail Sales Tax (see 100.00) \$ 100.00  
 d) Other Fees \$ 0.00  
**4) TOTAL MONTHLY LEASE PAYMENT:** \$ 1,100.00  
 For Vehicles with a Buy-out Option at End of Lease:  
 Lien Payout at Termination \$ 10,000.00  
 Breakdown of Total Monthly Lease Payment:  
 a) Portion of Monthly Payment representing Lease of Vehicle \$ 1,000.00  
 b) Portion of Monthly Payment representing Lease of Vehicle \$ 100.00  
 c) Taxes and Services Tax \$ 100.00  
 d) Provincial Retail Sales Tax and all applicable fees \$ 0.00  
**5. TERM OF LEASE:** 36 Months  
**6. a) TOTAL OF ALL MONTHLY LEASE PAYMENTS:** \$ 39,600.00  
 (Based on the Buy-out Option - see 5(d) - see 5(b))  
**b) TOTAL COST OF THIS LEASE:** \$ 39,600.00  
 (Based on the Buy-out Option - see 5(d) - see 5(b))

**7. SCHEDULE OF MONTHLY LEASE PAYMENTS:**  
 (Section 4(c) The first payment is due on 01/01/2000 and each subsequent monthly payment is due on the 1st of each month thereafter. The "Scheduled Termination Date" is 01/01/2003.)

**8. OPTION TO PURCHASE:** I and/or my Default (Section 17) and I/we and/or my/my purchase the Vehicle by cash or certified cheque on the Scheduled Termination Date for \$ 10,000.00. I/we and/or my/my pay all fees, taxes and other charges including the cost of obtaining any certificate of title or similar certificate and related taxes, duties and charges with my purchase. PLUS all other amounts due under the Lease (Option to Purchase) if any.

**PRE-AUTHORIZED PAYMENT**  
 You agree and authorize BMW Group FS to debit or credit (as applicable) your bank account (banked upon) (or any other institution you may specify hereinafter) in the "Amount" of an payment for costs of this Lease. This authorization is not valid unless you first write 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, in the manner indicated in the correspondence that you shall receive from BMW Group FS. If you revoke your authorization or ask the Bank or any other Payment Institution set out below to reimburse your Account for any debit, you shall still be subject to all of 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 or one that requires more than one signature to authorize charges and other debits, you confirm that all persons whose signatures are required to sign on the Account have at this signed hereon. **ATTACH A SAMPLE COPY OF YOUR CHEQUE WITH "VOID" WRITTEN ON IT**

Check to make Payment Institution: Bank of Montreal Account No:   
 You Sign:

**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 ON:** \_\_\_\_\_ DATE (MM/DD/YYYY) \_\_\_\_\_  
 You Sign: TO LESSEE SIGN:

**RECOURSE ASSIGNMENT**  
 The Retailer accepts this Lease and assigns all its right, title and interest in and to the Vehicle to BMW Group FS under the terms and conditions of the Dealer Retail Program Agreement between the Retailer and BMW Group FS. The Retailer represents and warrants that it is transferring its right, title and interest in this Lease and the Vehicle free and clear of all other claims, liens, encumbrances, mortgages and other security interests created by or through the Retailer or any person under a lease of the Vehicle, except for this Lease and that the Vehicle is fully covered under the plan set out in the agreement described above, which remains valid and subsisting to the fullest extent of the copy date of completion (as listed) corresponding to each plan.  
 Retailer: \_\_\_\_\_ By Tony Scalfaricci Signature Jerry L... Date February 1, 2000

I grant the authority to bind the above company with my sign signature  
 \*but excluding certain contingency costs, such as charges for damage in excess, wear of the vehicle, excess kilometers charges, late or non-payment charge or other costs incurred by BMW Group FS to enforce this Lease

abandoned, destroyed or damaged to the extent that the Vehicle is not 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 decide. 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 8)) 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:  
 a) "Gross": Total Monthly Lease Payment (line 4(a)) on the front of the lease if the date of termination is within 12 months of the date you signed the Lease. (Section 13(b) is not applicable if this Lease is Signed in Manitoba or Saskatchewan). **PLUS**  
 b) The Net Unpaid Vehicle Amount (Section 11(f)) 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**  
 c) All other amounts due under this Lease.

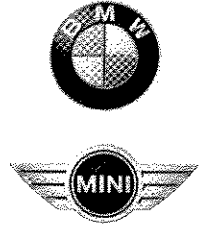
BMW Group FS determines the "Unpaid Leased Vehicle Amount" according to the amount payable by returning the net leased vehicle amount (line 11(f)) on the front of the lease each month by the difference between the Base Monthly Payment (line 4(a)) and the sum of the Lease Interest Charges (line 2(b)) earned in that month, plus taxes, as applicable.

"Net Proceeds of Sale" means the net cash amount that BMW Group FS receives in whole or in part if you sold the Vehicle to the Retailer or to a third party (as BMW Group FS may so choose) or to any disposition, whether by private sale or at a public sale, auction, after negotiation with the actual or estimated purchase price of any taxes, based and other charges.

see OVERLEAF



**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](mailto: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
<b>Reference File Number</b>			
621813087			
<b>Type of Registration</b>		<b>Life of Registration</b>	
SECURITY AGREEMENT		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

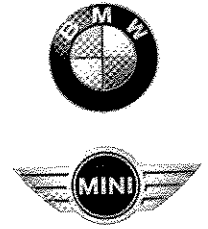
**COLLATERAL CLASSIFICATION**

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	Maturity date				
\$84426	15 MAR 2010				

**VEHICLE/SERIAL COLLATERAL**

Serial Number	Year
5UXFB53526LV21607	2006
<b>Make</b>	BMW
<b>Model</b>	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 12<sup>th</sup> of October, 2006.

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