



# FAX TRANSMISSION

DATE: Nov 23/06

TO: D.R. McCONNELL, B. Comm., CGA, CFE, CIRP

BDO DUNWOODY LIMITED

FAX NO. 905-615-1333

FROM: RUTH TUXFORD, ACCOUNTS RECEIVABLE/CREDIT  
WOODBINE PONTIAC BUICK GMC LTD.

PHONE 416-748-2900 EXT. 2345

OR

NEW DIRECT LINE: 416-748-2364

FAX 416-748-8092

EMAIL RTUXFORD@WOODBINEPONTIAC.CA

RE: SHIELD SPRINKLER FIRE SYSTEMS INC BANKRUPT

-PROOF OF CLAIM RE: VEHICLE LEASE

no. of pages this transmission incl. cover sheet 21

MESSAGE:

FURTHER TO OUR CONVERSATION WITH PETER NAUMIS  
THIS MORNING RE: THE ABOVE MATTER - ATTACHED  
IS OUR PROOF OF CLAIM AND SUPPORTING  
DOCUMENTATION

PLEASE KEEP US APPRISED ESPECIALLY AS TO WHEN  
WE CAN RETRIEVE OUR VEHICLE

THANK YOU.

WOODBINE PONTIAC BUICK GMC LTD.

**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:  
25 VICE REGENT BLVD, ETOBICOKE, ONT M9W 6N2)

IN THE MATTER OF THE BANKRUPTCY / PROPOSAL / RECEIVERSHIP of SHIELD SPRINKLER FIRE SYSTEMS INC.  
(name of debtor), of BOLTON, ONT (City and Province) and the claim of WOODBINE PONTIAC BUICK GMC LTD., creditor.

I, MARIO CAMMEROTA (name of creditor), of BOLTON, ONT. (City and Province), do hereby certify:

1. That I am a creditor of the above-named debtor (or that I am CHIEF FINANCIAL OFFICER (state position or title) of WOODBINE PONTIAC BUICK GMC LTD. (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 23RD day of OCT, 2006, and still is indebted to the creditor in the sum of \$ 11,657.76, 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 \$ 11,657.00 - PPSA

That in respect of this 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.)

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.

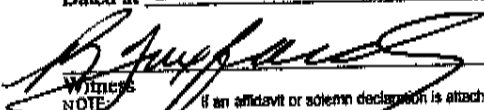
I request to be advised of any amendment made regarding the amount that the bankrupt is required to pay, pursuant to subsection 68(4) of the Act.

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 ETOBICOKE

this 23 day of NOV, 2006  
WOODBINE PONTIAC BUICK GMC LTD

Phone No: 416-748-2900  
Fax No: 416-748-3092  
E-mail: MCAMMEROTA@WOODBINEPONTIAC.CA

  
Witness  
NOTE

M. Cammerota  
Creditor

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

#### WARNING

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.



WOODBINE PONTIAC, BUICK GMC, LTD.  
25 VICE REGENT BLVD., ETOBICOKE, ONTARIO M9W 6N2

**VEHICLE LEASE AGREEMENT**

AGREEMENT made this 24th day of FEBRUARY, 20 06

BETWEEN:

WOODBINE PONTIAC, BUICK, GMC, LTD.,  
of the Municipality of Metropolitan Toronto,  
(hereinafter called the "LESSOR"  
OF THE FIRST PART

*[Signature]*

AND SHIELD SPRINKLER & FIRE SYSTEMS LTD  
(hereinafter called the "LESSEE")  
OF THE SECOND PART

10-33 SHIELD AVE BRAMPTON ON L6T 5K9

**SCHEDULE "A" - LEASE DETAILS DISCLOSURE**

LEASE NUMBER: WL5554  
 YEAR AND MAKE: 2002 GMC SAVANA VAN  
 SERIAL NUMBER: 1GTHG39F521170133  
 EQUIPMENT: 6.5L V8 TURBO DIESEL, 4 SP AUTO O/D  
AIR, 3.73 REAR AXLE RATIO, AM/FM  
 LICENSE NUMBER: 7846KW  
 USE OF LEASED VEHICLE: BUSINESS AND PLEASURE  
 DESIGNATED PROVINCE OF USE: ON  
 TERM: 4 DAYS AND 24 MONTHS  
 DATE OF DELIVERY: 02/24/2006  
 DATE OF EXPIRY: 02/28/2008  
 MONTHLY RENTAL RATE: 546.11 PLUS TAXES

EXCESS KILOMETER CHARGE: 12 CENTS/KM

- 1) **Late Charges:** The lessee acknowledges and agrees to the lessor's right to charge late charges on past due installments. The lessee hereby agrees to pay same upon receipt of invoice.
- 2) **Vehicle Damages:** The lessee agrees to report any vehicle damage and immediately have all body damage repaired at Woodbine Pontiac Buick GMC Ltd. Any exceptions must have prior approval in writing by the Leasing Manager.
- 3) **Return Cheques or Payments:** The lessee agrees to pay a returned payment fee of \$20.00 to Woodbine Pontiac Buick GMC Ltd. in the event of a returned payment. This fee will change without notice in accordance to fee increases by the lessor's financial institution.
- 4) **Parking Tickets & Hwy. 407 charges:** The lessee agrees to the lessor's right to charge a surcharge over and above any unpaid fines received by Woodbine Pontiac Buick GMC Ltd. The lessee hereby agrees to pay same upon receipt of invoice.
- 5) **Lease Extensions:** Lessee's may be eligible for a 12 month extension of the lease. It is important to note the following: (a) the original buyout amount on the lease will not change. (b) should a client renew with Woodbine Pontiac Buick during this 12 month extension period, a credit to the lessee in the amount of 30% of the monthly payment (before taxes) shall apply.
- 6) **Lease Transfer and Third Party Buyouts:** Upon acceptance of the Leasing Manager, the



Dear: SHIELD SPRINKLER & FIRE SYSTEMS LTD

Re: WL5554

Vehicle Description: 2002 GMC SAVANA VAN

Serial Number: 1GTHG39F521170133

The lessee guarantees that the residual value of the vehicle shall be 550.00 dollars (such amount being referred to hereafter as the "RESIDUAL VALUE"). The lessee's guarantee of the residual value may be satisfied in either of the following ways:

- A) The lessee purchasing this vehicle from the lessor for the residual value, provided that the lessee advises the lessor of intent to do so at least 15 days prior to the expiry of this lease. In addition, the lessee shall pay to the lessor the amount of any sales taxes applicable at the time of sale to the lessee and the cost of any work required to be done by the lessor pursuant to the safety standards inspection (if such is required so as to allow or effect the sale of this vehicle to the lessee).
- B) The lessee paying to the lessor the negative difference between the residual value and the amount the lessor receives on the sale of the vehicle on the basis of an arm's length sale to a third party (plus, if applicable, the amount of the cost of any work required to be done by the lessor pursuant to the safety standards inspection if such is required so as to allow or effect the sale of this vehicle to such third party). The Ontario Safety Standards Certificate must be issued by Woodbine Pontiac Buick GMC Ltd. License transfer and license fee are extra.

**NOTE:** In the event that the lessor receives more than the residual value on a sale to a third party, the lessor shall pay to the lessee the net positive difference between the residual value and the amount the lessor receives from the third party after deducting the cost of any work required pursuant to the safety standards inspection.

Lessor  
Woodbine Pontiac Buick GMC Ltd.

Leasing Manager.

Lessee  
I/we accept the terms of this agreement which forms parts of the lease agreement.

SHIELD SPRINKLER & FIRE SYSTEM

**Change of Address**  
 You are required by law to notify the Ministry of Transportation within six days of changing your address.

All vehicles registered to you at this address now on record will be changed to reflect the address requested by this notice.

If this is not what you want, you are a fleet operator, please take your notice of owner address change to any driver and Vehicle Licence Issuing Office.

To change the address on your driver's licence, you must include your driver's licence change of address stub with this notice of owner address change.

Take this change notice to any Driver and Vehicle Licence Issuing Office, or mail to: Ministry of Transportation, P.O. Box 9200, Kingston, Ontario K7L 5K4.

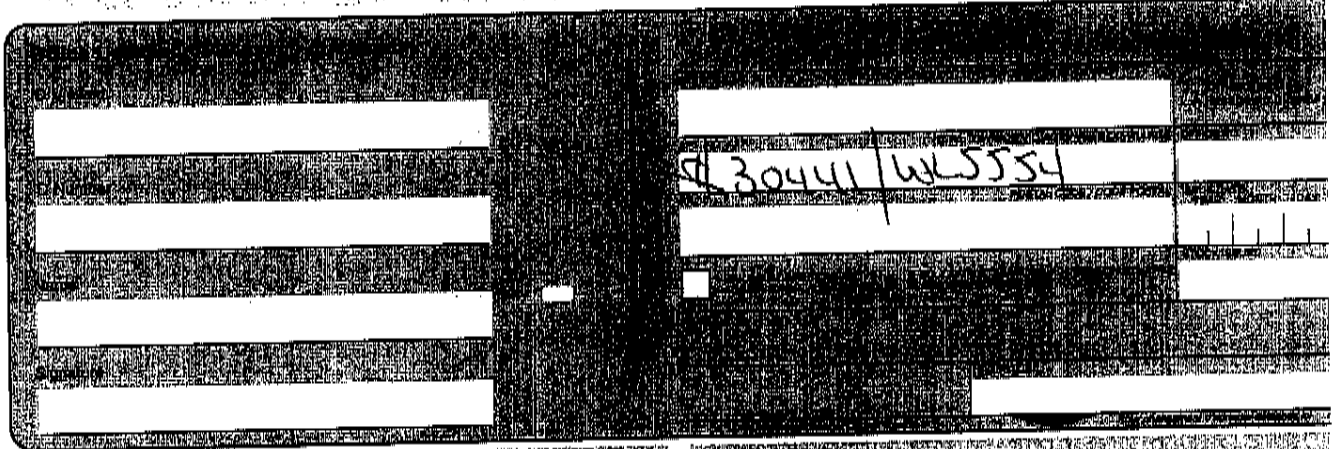
**Changement d'adresse**  
 Vous êtes tenu par la loi d'aviser le ministère des Transports dans les six jours suivant un changement d'adresse.

Cet avis entraînera la modification de l'adresse sur tous les documents d'immatriculation actuellement votre dossier.

Si vous désirez qu'il en soit autrement ou si vous exploitez un parc de véhicules, veuillez présenter l'avis de changement d'adresse du propriétaire à un bureau de l'immatriculation et des permis de conduire.

Pour modifier l'adresse qui apparaît sur votre permis de conduire, vous devez présenter, avec cet avis, le formulaire de changement d'adresse du permis de conduire.

Veuillez présenter cet avis à un Bureau de l'immatriculation et des permis de conduire ou l'envoyer au ministère des Transports, C.P. 9200, Kingston (Ontario) K7L 5K4.



30441/WL5554

Province of Ontario / Province de l'Ontario

**PERMIT - VEHICLE PORTION / CERTIFICAT D'IMM. - VEHICULE**

BRAND - NONE      PLATED

V.I.N. / N.V.N. 1GTHG39F521170133      W/886646855

MAKE / MARQUE GMC      MODEL / MODELE SAV      YEAR / ANNÉE 02      BODY TYPE / TYPE DE CARROSSERIE W N

CYL.      POWER / CARBURANT      COLOUR / COULEUR WHI      VSA / V.T. / POIDS 02620

APLRS / PERMIS 2      S.I.C./S.C. NO. / N° DE CLASSE

NAME / NOM WOODBINE PONTIAC BUICK GMC LTD

ADDRESS / ADRESSE 25 VICE REGENT BLVD

ETOBICOKE, ONTARIO      FOLD HERE / PLIER ICI      M9W6N2

MAILING ADDRESS / ADRESSE POSTALE

OFFICE / BUREAU      EXP. DATE / DATE DE VALIDITE      PERMIT NO. / N° DE CERTIFICAT

084-4701      06-02-27      G7198470

Ministry of Transportation / Ministère des Transports

Province of Ontario / Province de l'Ontario

**PERMIT - PLATE PORTION / CERTIFICAT D'IMM. - PLAQUE**

ATTACHED

V.I.N. / N.V.N. 1GTHG39F521170133      PLM / N.L.P. 094397381      YEAR / ANNÉE 02

MAKE / MARQUE GMC      MODEL / MODELE SAV

VALID NO. / N° DE VALIDATION 1632084      EXPIRY DATE / DATE D'ÉPIQUEMENT 061231

CODE B3K      REG. GROSS WT. / POIDS BRUT ENR. 03000

NAME / NOM SHIELD SPRINKLER & FIRE SYSTEMS LTD

ADDRESS / ADRESSE 13 KENVIEW BLVD UNTO

BRAMPTON, ONTARIO      FOLD HERE / PLIER ICI      L6T5K9

MAILING ADDRESS / ADRESSE POSTALE

OFFICE / BUREAU      EXP. DATE / DATE DE VALIDITE      PERMIT NO. / N° DE CERTIFICAT

084-4701      06-02-27      G7198470

Ministry of Transportation / Ministère des Transports

**IMPORTANT** →

1600

Account No. (if applicable) / Compte (if pertinent) Registration Account Code/Code de l'enregistrement

Financing Change Statement/Change Statement  
État de modification du financement/État de modification

2006/06/30 181 00098  
1362A20060630B

Registration No. (for office use only) / N° d'enregistrement (usage interne)  
YYYY/AAA MM/AM DD/JJ Time/Heure Branch/Bureau Sequence/Séquence  
01  
WLSS54



Form Formula 3C

10553(03/06)

Registered Under (office use only) / Enregistré aux termes de (usage interne)

31 Reference File Number / N° de dossier de référence: 623074212  
Renewal (B) OR Discharge (C) / Renouvellement (B) OU Mainlevée(C)  
Enter Number of Additional Years if Renewal (see reverse) / Indiquer le nombre d'années supplémentaires s'il s'agit d'un renouvellement (voir au verso)

32 Individual Debtor (as recorded) / Débiteur particulier (tel qu'enregistré)  
First Given Name / Premier prénom Initial Initials / Initiales Surname / Nom de famille

33 Business Debtor (as recorded) / Débiteur commercial (tel qu'enregistré): SHIELD SPRINKLER FIRE SYSTEMS INC.  
Ontario Corporation No. / N° enregistré de la personne morale en Ontario

34 Secured Party/Lien Claimant/Registration Agent / Créancier garanti/ Créancier privilégié/Agent d'enregistrement

35 Address/Adresse City, etc./Ville, etc. Prov./Prov. Postal Code/Code postal

✓  
WOODBINE PONTIAC BUICK GMC LTD.  
25 VICE REGENT BLVD.  
ETOBICOKE ON M9W 6N2

Authorized Signature / Signature autorisée  
Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant / Nom et signature du créancier garanti/ créancier privilégié ET nom et signature de l'agent du créancier garanti/ créancier privilégié

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	1			1		1	2008/03/02

2C	1	01	CAUTION FILING/AVERTIS:	PAGE: 01	OF/DE:	1	MV SCHEDULE
2C	1	01	ATTACHED/LISTE VA:	REG NUM/NO ENREGIST:	20060630	0857	1362 8740
2C	1	01	REG UNDER/T. ENREG:				
2C	1	21	623074212				
2C	1	22	AMEND-PAGE/CORR PAGE:	NO PAGE/AUCUNE:			CHANGE/MODIF: A
2C	1	22	REN YEARS/REN ANNEES:	CORR PER/PER EXAC:			
2C	1	24	SHIELD SPRINKLER & FIRE SYSTEM LTD.				
2C	1	26	TO CHANGE TO CUSTOMERS LEGAL NAME				
2C	1	03	SHIELD SPRINKLER FIRE SYSTEMS INC.				
2C	1	16	WOODBINE PONTIAC BUICK GMC LTD.				
2C	1	17	25 VICE REGENT BLVD.				
2C	1	17	ETOBICOKE	ON	M9W 6N2		

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# Verification Statement ETAT DE VERIFICATION

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LA DATE D'EXPIRATION ETABLIE EN VERTU DU SYSTEME PEUT ETRE POSTERIEURE A LA DATE A LAQUELLE L'ENREGISTREMENT CESSE D'ETRE EN VIGUEUR.

**Form Type: 2C**

**TYPE DE FORMULE:**

Page of PAGE DE	Total Pages NOMBRE DE PAGES	*Expiry Date/ *DATE D'EXPIRATION
01	01	03/02/2008

*Handwritten signature and stamp: (SERVICE LIEN)*

File Number/NO. DE DOSSIER:	623074212
Registration Number/NO D'ENREGISTREMENT:	20060630085713628740
Cautious Filing/AVERTIS:	MV Schedule Attached/LISTE VA: Registered Under/T. REG:

*Handwritten number: 5554*

Amend-Page/CORR PAGE:	No Page/AUCUNE:	Change/MODIF:	A
Ren Years/REN ANNEES:	Corr Per/PER EXAC:		

Debtor Name (as Recorded)  
NOM DU DEBITEUR (TEL QU'INSCRIT)  
SHIELD SPRINKLER & FIRE SYSTEM LTD.

TO CHANGE TO CUSTOMERS LEGAL NAME

SHIELD SPRINKLER FIRE SYSTEMS INC.

Collateral Classification/CATEGORIE DE BIEN GREVE					Amount/ MONTANT:
Consumer Goods/ BIENS DE CONS.:	Inventory/ STOCK:	Equipment/ MATERIEL:	Accounts/ COMPTES:	Other/ AUTRE:	Motor Vehicle Included/ VEHICULE AUTOMOBILE INCLUS.:

Date of Maturity/DATE D'ECHEANCE: No Fixed Mat Date/ D'ECHE PAS DET.:

Motor Vehicle Description/DESCRIPTION DU VEHICULE AUTOMOBILE (if applicable/SI PERTINENT)

General Collateral Descriptor/DESCRIPTION GENERALE DU BIEN GREVE

Registering Agent/Secured Party/Lien Claimant / AGENT D'ENREGISTREMENT/PARTIE GARANTIE/TITULAIRE DU PRIVILEGE

WOODBINE PONTIAC BUICK GMC LTD.

25 VICE REGENT BLVD.

ETOBICOKE

ON M9W 6N2

## Courtesy Notices / AVIS A TITRE GRACIEUX

**Tom Keenleyside**

---

**From:** Tighe, Jeffrey [Jtighe@loonix.com]  
**Sent:** June 28, 2006 11:16 AM  
**To:** Tom Keenleyside  
**Subject:** Shield

The old name:

✓ Shield Sprinkler & Fire Systems Ltd.

The new name that should be included in the PPSA Change Statement:

Shield Sprinkler Fire Systems Inc.

**Jeffrey W Tighe**

**LOOPSTRA NIXON LLP**

Barristers & Solicitors  
135 Queens Plate Drive  
Suite 600  
Toronto, Ontario  
Canada  
M9W 6V7  
website: [www.loopstranixon.com](http://www.loopstranixon.com)  
E-Mail: [jtighe@loonix.com](mailto:jtighe@loonix.com)  
Telephone: (416) 746-4710 x 240  
Direct line: (416) 748-4752  
Facsimile: (416) 746-8319

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Account No. (if applicable) / Compte (si pertinent)	Registration Account Code/Code du cc. / Enregistrement
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**Financing Change Statement/Change Statement**  
**État de modification du financement/État de modification**

2006/03/02 061 00062  
 1362A20060302A

Registration No. (for office use only) / N° d'enregistrement (usage interne)

YYYY/AAA MM/MM DD/JJ Time/Heure Branch/Bureau Sequence/Séquence

01 5554



Registered Under (office use only) / Enregistré aux termes de (usage interne) **PPSA**

31 Reference File Number / N° de dossier de référence: **623074212** Renewal (B) OR Discharge (C) / Renouvellement (B) OU Mainlevée (C)

32 Individual Debtor (as recorded) / Débiteur particulier (tel qu'enregistré)

33 Business Debtor (as recorded) / Débiteur commercial (tel qu'enregistré): **SHIELD SPRINKLER & FIRE SYSTEM LTD.**

34 Secured Party/Lien Claimant/Registered Agent / Créancier garanti/ Créancier privilégié/Agent d'enregistrement

35 Address/Adresse City, etc./Ville, etc. Prov./Prov. Postal Code/Code postal

**WOODBINE PONTIAC BUICK GMC LTD.**  
**25 VICE REGENT BLVD.**  
**ETOBICOKE ON M9W 6N2**

**Authorized Signature/Signature autorisée**

Name and Signature of Secured Party/Lien Claimant OR Name of Secured Party/Lien Claimant AND Name and Signature of Agent of Secured Party/Lien Claimant / Nom et signature du créancier garanti/créancier privilégié OU Nom du créancier garanti/créancier privilégié ET nom et signature de l'agent du créancier garanti/créancier privilégié

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	1			1		1	2008/03/02

1C	1	00	623074212				
1C	1	01	CAUTION FILING/AVERTIS:	PAGE: 01	OF/DE:	1	MV SCHEDULE
1C	1	01	ATTACHED/LISTE VA:	REG NUM/NO ENREGIST:	20060302	0902	1362 8421
1C	1	01	REG UNDER/T. ENREG:	P	REG PERIOD/PERIODE:	2	
1C	1	03	SHIELD SPRINKLER & FIRE SYSTEM LTD.				
1C	1	04	10-33 SHIELD AVENUE				
1C	1	04	BRAMPTON	ON	L6T 5K9		
1C	1	08	WOODBINE PONTIAC BUICK GMC LTD.				
1C	1	09	25 VICE REGENT BLVD.				
1C	1	09	ETOBICOKE	ON	M9W 6N2		
1C	1	10	CONS GOODS/BIENS CONS:	X	INVTRY/STOCK:		EQUIP/MATER:
1C	1	10	ACCTS/COMPT:	OTHER/AUTRE:	MV INCL/VA INCLUS:	X	
1C	1	10	AMOUNT/MONTANT:	11657	DATE OF MATURITY/DATE ECHANCE:		
1C	1	10	28FEB2008	NO FIXED MAT DATE/D ECHE PAS DET:			
1C	1	11	2002 GMC	SAVANA VAN			1GTHG39F521170133

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## Verification Statement ETAT DE VERIFICATION

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**Form Type: 1C**  
**TYPE DE FORMULE:**

Page of	Total Pages	*Expiry Date/			
PAGE DE	NOMBRE DE PAGES	*DATE D'EXPIRATION			
01	01	03/02/2008			
File Number/NO. DE DOSSIER:		623074212			
Registration Number/NO D'ENREGISTREMENT:		20060302090213628421			
Caution Filing/AVERTIS.:	MV Schedule Attached/LISTE VA:	Registered Under/T. REG:	Reg Period/PERIODE:	2	

**Debtor / DEBITEUR**  
 SHIELD SPRINKLER & FIRE SYSTEM LTD.  
 10-33 SHIELD AVENUE  
 BRAMPTON ON L6T 5K9

**Secured Party/Lien Claimant**  
 PARTIE GARANTIE/TITULAIRE DU PRIVILEGE  
 WOODBINE PONTIAC BUICK GMC LTD.  
 25 VICE REGENT BLVD.  
 ETOBICOKE ON M9W 6N2

Collateral Classification/CATEGORIE DE BIEN GREVE						
Consumer Goods/ BIENS DE CONS.:	Inventory/ STOCK:	Equipment/ MATERIAI:	Accounts/ COMPTES:	Other/ AUTRE:	Motor Vehicle Included/ VEHICULE AUTOMOBILE INCLUS:	Amount/ MONTANT:
X					X	11657

**Date of Maturity/DATE D'ECHEANCE:** 28FEB2008      **No Fixed Mat Date/DATE D'ECHEANCE:**

**Motor Vehicle Description/DESCRIPTION DU VEHICULE AUTOMOBILE**  
 2002 GMC SAVANA VAN 1GTHG39F521170133

**General Collateral Descriptor/DESCRIPTION GENERALE DU BIEN GREVE**

### Courtesy Notices/ AVIS A TITRE GRACIEUX



November 23, 2004

SCHEDULE "A"

Lessee: Shield Sprinkler Fire Systems Inc.  
File no. 30441-WL5554  
Vehicle 2002 GMC Savanna Van  
VIN 1GTHG39F521170133  
Plate 7846KW  
Lease Term Feb. 24/06 - Feb. 28/08

Lease Value \$ 15,556.64

Paid to  
Oct. 31, 2006 -4,368.88

Total due as at  
Oct. 31, 2006 \$ 11,187.76

11/23/2006 18:51 IFAX MISW-fax@bdo.ca  
NOV-23-2006 17:20 PONTIAC BUICK GMC

02/28/2006 17:20 PONTIAC BUICK GMC

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	JNL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
02/01/06	WL5302*060	[REDACTED]	40	506.30						[REDACTED]
02/01/06	2 WL5302*060	BMC	40	35.44						[REDACTED]
02/01/06	2 WL5302*060	GST	40	40.50						[REDACTED]
02/01/06	2 WL5302*060	PST	40	-582.24						[REDACTED]
			**	0.00						
			TOT	0.00						
02/01/06	WL4385*060	[REDACTED]	40	606.01						[REDACTED]
02/01/06	2 WL4385*060	BMC	40	42.42						[REDACTED]
02/01/06	2 WL4385*060	GST	40	48.48						[REDACTED]
02/01/06	2 WL4385*060	PST	40	-696.91						[REDACTED]
			**	0.00						
			TOT	748.36						
02/01/06	WL4469*060	[REDACTED]	40	52.39						[REDACTED]
02/01/06	2 WL4469*060	BMC	40	59.87						[REDACTED]
02/01/06	2 WL4469*060	GST	40	-860.62						[REDACTED]
02/01/06	2 WL4469*060	PST	40	0.00						[REDACTED]
			**	0.00						
			TOT	0.00						
<p style="text-align: center;"><b>SCHEDULE B</b> <b>PAYMENTS</b> <b>PAGES - 10</b></p>										
02/28/06	06141	#30441 SHIELD SPRINKLER & FIRE SYSTEM	5	-2767.35						[REDACTED]
02/24/06	5554	RCY#06141	41	2000.00						[REDACTED]
02/24/06	5554	DWN PMT	41	140.00						[REDACTED]
02/24/06	5554	GST	41	160.00						[REDACTED]
02/24/06	5554	PST	41	650.00						[REDACTED]
02/24/06	5554	SEC DEP	41	389.00						[REDACTED]
02/24/06	5554	AF	41	27.23						[REDACTED]
02/24/06	5554	GST	41	31.12						[REDACTED]
02/24/06	5554	PST	41	20.00						[REDACTED]
			**	650.00						[REDACTED]
			TOT	650.00						[REDACTED]

905-791-3456

11/23/2006 18:51 IFAX MISW-fax@bdo.ca  
NOV-23-2006 17:21 PONTIAC BUICK GMC

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	JUN#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
03/01/06	WL4469*060 3	PST	40	59.87						
03/01/06	WL4469*060 3		40	-860.62						
03/22/06	0328	PROCANICS	**	0.00	-239.00					
			11	-239.00	-239.00					
			TOT	-239.00	-239.00					
02/28/06	06141	SHIELD SPRINKLER & FIRE SYSTEM	5	-2767.35						905-791-3456
02/24/06	5554	RCT#06141	41	2000.00						
02/24/06	5554	DWN PMT	41	140.00						
02/24/06	5554	GST	41	160.00						
02/24/06	5554	PST	41	650.00						
02/24/06	5554	SEC DEP	41	389.00						
02/24/06	5554	AF	41	27.23						
02/24/06	5554	GST	41	31.12						
02/24/06	5554	PST	41	20.00						
02/24/06	5554	LF	41	-650.00						
03/01/06	WL5554*060 3	ADJ I-CASH/CHQ 37303	**	0.00						
03/01/06	WL5554*060 3	BMC	40	546.11						
03/01/06	WL5554*060 3	GST	40	38.23						
03/01/06	WL5554*060 3	PST	40	43.69						
03/30/06	0341	MAR 30 PAC	11	-628.03						
			**	0.00						
			TOT	0.00						
03/01/06	WL5149*060 3	BMC	40	296.06						
03/01/06	WL5149*060 3	GST	40	20.72						
03/01/06	WL5149*060 3	PST	40	23.68						
03/01/06	WL5149*060 3	PST	40	-340.46						
			**	0.00						
			TOT	0.00						

11/23/2006 18:51 IFAX MISW-fax@bdo.ca  
NOV-23-2006 17:21 PONTIAC BUICK GMC

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	JNL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
04/01/06	WL5302*060	██████████	40	506.30						██████████
04/01/06	WL5302*060	BMC	40	35.44						
04/01/06	WL5302*060	GST	40	40.50						
04/01/06	WL5302*060	PST	40	-582.24						
			**	0.00						
			TOT	0.00						
03/22/06	0328	PROCANICS	11	-239.00		-239.00				██████████
04/01/06	WL4385*060	BMC	40	783.01						
04/01/06	WL4385*060	GST	40	54.81						
04/01/06	WL4385*060	PST	40	62.64						
04/01/06	WL4385*060		40	-900.46						
04/01/06	WL4469*060	BMC	40	0.00						
04/01/06	WL4469*060	GST	40	748.36						
04/01/06	WL4469*060	PST	40	59.87						
04/01/06	WL4469*060		40	-860.62						
			**	0.00						
			TOT	-239.00		-239.00				
04/01/06	WL5554*060	SHIELD SPRINKLER & FIRE SYSTEM	40	546.11						905-791-3456
04/01/06	WL5554*060	BMC	40	38.23						
04/01/06	WL5554*060	GST	40	43.69						
04/01/06	WL5554*060	PST	40	-628.03						
			**	0.00						
			TOT	0.00						
04/01/06	WL5149*060	BMC	40	296.06						██████████
04/01/06	WL5149*060	GST	40	20.72						

5/2022  
15/22

PONTIAC BUICK GMC

NOV-23-2006 17:21

11/23/2006 18:51 IFAX MISW-fax@bdo.ca

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	JNL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
05/01/06	5 WL4385*060	BMC	40	54.81						
05/01/06	5 WL4385*060	GST	40	62.64						
05/01/06	5 WL4385*060	PST	40	-900.46						
05/01/06	5 WL4469*060	BMC	**	0.00						
05/01/06	5 WL4469*060	GST	40	748.36						
05/01/06	5 WL4469*060	PST	40	59.87						
05/01/06	5 WL4469*060		40	-860.62						
			**	0.00						
			TOT	0.00						
05/01/06	#30441 5 WL5554*060	SHIELD SPRINKLER & FIRE SYSTEM	40	546.11						905-791-3456
05/01/06	5 WL5554*060	BMC	40	38.23						
05/01/06	5 WL5554*060	GST	40	43.69						
05/01/06	5 WL5554*060	PST	40	-628.03						
			**	0.00						
			TOT	0.00						
05/01/06	5 WL5149*060	BMC	40	296.06						
05/01/06	5 WL5149*060	GST	40	20.72						
05/01/06	5 WL5149*060	PST	40	23.68						
05/01/06	5 WL5149*060		40	-340.46						
			**	0.00						
			TOT	0.00						
05/01/06	5 WL4900*060	BMC	40	531.64						
05/01/06	5 WL4900*060	GST	40	37.21						
05/01/06	5 WL4900*060	PST	40	42.53						
05/01/06	5 WL4900*060		40	-611.38						
			**	0.00						

11/23/2006 18:51 IFAX MISW-fax@bdo.ca  
NOV-23-2006 17:21 PONTIAC BUICK GMC

DATE	REFERENCE#	CUSTOMER NAME /	INVOICE#	INTL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
06/01/06	6 WL5302*060		WL5302-06	40	40.50						
06/01/06	6 WL5302*060		WL5302-06	40	-582.24						
				TOT	0.00						
				TOT	0.00						
06/01/06	6 WL4385*060		WL4385-06	40	783.01						
06/01/06	6 WL4385*060		WL4385-06	40	54.81						
06/01/06	6 WL4385*060		WL4385-06	40	62.64						
06/01/06	6 WL4385*060		WL4385-06	40	-900.46						
				**	0.00						
06/01/06	6 WL4469*060		WL4469-06	40	748.36						
06/01/06	6 WL4469*060		WL4469-06	40	52.39						
06/01/06	6 WL4469*060		WL4469-06	40	59.87						
06/01/06	6 WL4469*060		WL4469-06	40	-860.62						
				**	0.00						
06/30/06	4469E1	SEC DEP	4469E1	41	860.00						
06/30/06	4469E1	TRANS S/D	4469E1	41	-860.00						
				**	0.00						
				TOT	0.00						
06/01/06	#30441 WL5554*060	SHIELD SPRINKLER & FIRE SYSTEM	WL5554-06	40	546.11						905-791-3456
06/01/06	6 WL5554*060	BMC	WL5554-06	40	38.23						
06/01/06	6 WL5554*060	GST	WL5554-06	40	43.69						
06/01/06	6 WL5554*060	PST	WL5554-06	40	-628.03						
				**	0.00						
				TOT	0.00						
06/01/06	6 WL5149*060		WL5149-06	40	296.06						
06/01/06	6 WL5149*060	BMC	WL5149-06	40	20.72						
06/01/06	6 WL5149*060	GST	WL5149-06	40	23.68						
06/01/06	6 WL5149*060	PST	WL5149-06	40	-340.46						



08/09/2006 MARIO  
14:47:01

WOODBINE PONTIAC BUICK GMC LTD.  
(15) LEASE RECEIVABLES 07/31/2006

PAGE 145

11/23/2006 18:51 IFAX MISW-fax@bdo.ca  
NOV-23-2006 17:22 PONTIAC BUICK GMC

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	JNL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
07/01/06	WL4385*060 7		40	-892.63						
07/01/06	WL4469*060 7	BMC	**	0.00						
07/01/06	WL4469*060 7	BMC	40	748.36						
07/01/06	WL4469*060 7	GST	40	44.90						
07/01/06	WL4469*060 7	PST	40	59.87						
07/01/06	WL4469*060 7	BMC	40	-853.13						
07/01/06	WL4469*060 7	BMC	45	-748.36						
07/01/06	WL4469*060 7	GST	45	-44.90						
07/01/06	WL4469*060 7	TAX	45	-59.87						
07/01/06	WL4469E1*0 607	BMC	**	-853.13						
07/01/06	WL4469E1*0 607	BMC	40	525.90						
07/01/06	WL4469E1*0 607	GST	40	31.55						
07/01/06	WL4469E1*0 607	PST	40	42.07						
			**	599.52						
			TOT	-253.61						
			**	599.52						
			TOT	-853.13						
07/01/06	WL5554*060 7	SHIELD SPRINKLER & FIRE SYSTEM	40	546.11						905-791-3456
07/01/06	WL5554*060 7	BMC	40	32.77						
07/01/06	WL5554*060 7	GST	40	43.69						
07/01/06	WL5554*060 7	PST	40	-622.57						
			**	0.00						
			TOT	0.00						
07/01/06	WL5149*060 7	BMC	40	296.06						
07/01/06	WL5149*060 7	BMC	40	17.76						
07/01/06	WL5149*060 7	GST	40	23.68						
07/01/06	WL5149*060 7	PST	40	-337.51						
07/01/06	WL5149*060 7	BMC	11	0.01						
07/01/06	WL5149*060 7	BMC	**	0.00						
07/01/06	WL5149*060 7	BMC	TOT	0.00						

8/2002

PONTIAC BUICK GMC

NOV-23-2006 17:22

11/23/2006 18:51 IFAX MISW-fax@bdo.ca

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	JNL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
07/01/06	WL4469E1*0 607	PST RCT#TG3187	40	42.07						
08/10/06	081006	WL4469E1-07	5 **	-599.52 0.00						
08/01/06	WL4385*060 8	BMC WL4385-08	40	783.01						
08/01/06	WL4385*060 8	GST WL4385-08	40	46.98						
08/01/06	WL4385*060 8	PST WL4385-08	40	62.64						
08/01/06	WL4385	BMC WL4385-08	45	-892.63						
08/01/06	WL4385	BMC WL4385-08	45	-783.01						
08/01/06	WL4385	GST WL4385-08	45	-46.98						
08/01/06	WL4385	GST WL4385-08	45	-62.64						
08/31/06	083106	TAX RCT#TG3204	5 **	892.63 0.00						
08/01/06	WL4469E1*0 608	BMC WL4469E1-08	40	525.90						
08/01/06	WL4469E1*0 608	GST WL4469E1-08	40	31.55						
08/01/06	WL4469E1*0 608	PST WL4469E1-08	40	42.07						
08/14/06	4385	WL4385 TRI-MAR RCT#TG3204	48 **	892.63 0.00						
08/31/06	083106	4385	5 **	-892.63 0.00						
08/01/06	WL5554*060 8	SHIELD SPRINKLER & FIRE SYSTEM WL5554-08	40	0.00						
08/01/06	WL5554*060 8	BMC WL5554-08	40	546.11						
08/01/06	WL5554*060 8	GST WL5554-08	40	32.77						
08/01/06	WL5554*060 8	PST WL5554-08	40	43.69						
08/01/06	WL5554*060 8	PST WL5554-08	40	-622.57						
07/01/06	WL5149*060 7	[REDACTED]	40	0.00						
07/01/06	WL5149*060 7	BMC WL5149-07	40	296.06						
07/01/06	WL5149*060 7	GST WL5149-07	40	17.76						
07/01/06	WL5149*060 7	PST WL5149-07	40	23.68						

905-791-3456

11/23/2006 18:51 IFAX MISW-fax@bdo.ca NOV-23-2006 17:22 PONTIAC BUICK GMC

DATE	REFERENCE#	CUSTOMER NAME / INVOICE#	UNL#	DETAIL	CURRENT	31-60	61-90	91-120	121+	PHONE#
09/01/06	609 WLA469E1*0	BMC	40	31.55						
09/01/06	609 WLA469E1*0	GST	40	42.07						
09/01/06	609 WLA469E1*0	PST	40	-599.52						
		**	TOT	0.00						
			TOT	0.00						
09/01/06	#30441 WLS554*060	SHIELD SPRINKLER & FIRE SYSTEM	40	546.11						905-791-3456
09/01/06	9 WLS554*060	BMC	40	32.77						
09/01/06	9 WLS554*060	GST	40	43.69						
09/01/06	9 WLS554*060	PST	40	-622.57						
		**	TOT	0.00						
			TOT	0.00						
09/01/06	WLS149*060	BMC	40	296.06						
09/01/06	9 WLS149*060	GST	40	17.76						
09/01/06	9 WLS149*060	PST	40	23.68						
09/01/06	9 WLS149*060	PST	40	-337.50						
		**	TOT	0.00						
			TOT	0.00						
09/01/06	WLA900*060	BMC	40	531.64						
09/01/06	9 WLA900*060	GST	40	31.90						
09/01/06	9 WLA900*060	PST	40	42.53						
09/01/06	9 WLA900*060	PST	40	-606.07						
		**	TOT	0.00						
			TOT	0.00						
07/01/06	WLS313*060	BMC	40	473.07						
07/01/06	7 WLS313*060	GST	40	28.38						
07/01/06	7 WLS313*060	GST	40	37.85						

11/23/2006 RUTH  
12:11:58

WAGONSINE PONTIAC BUICK GMC LTD.  
ACCOUNTS RECEIVABLE INQUIRY

0508  
PAGE 1

( 30441 SHIELD SPRINKLER & FIRE SYSTEM LTD ) AS OF 11/23/2006 AMT-DUE 0.00  
0.00 0.00 0.00 0.00 0.00

DATE.....	INVOICE NO.	RECEIPT#	SRC	ORG-AMOUNT	DUE-AMOUNT	SCH#	STATEMENT
10/01/2005	WL5554-10		40	546.11		15	11/01/2006
10/01/2006	WL5554-10		40	32.77		15	
10/01/2006	WL5554-10		40	43.69		15	
10/01/2006	WL5554-10		40	-622.57	0.00	15	
11/01/2005	WL5554-11		40	545.11		15	11/01/2006
11/01/2006	WL5554-11		40	32.77		15	
11/01/2005	WL5554-11		40	43.69		15	
11/01/2006	WL5554-11		40	-622.57	0.00	15	

*returned account closed*

*October 2006  
Activity*

11/23/2006 PUTH  
12:12:08

MOORE PONTIAC BUICK GMC LTD.  
ACCOUNTS RECEIVABLE INQUIRY

0508  
PAGE 1

( 30441 SHIELD SPRINKLER & FIRE SYSTEM LTD ) AS OF 11/23/2006 AMT-DUE 642.57  
642.57 0.00 0.00 0.00 0.00

DATE.....	INVOICE NO.	RECEIPT#	SRC	ORG-AMOUNT	DUE-AMOUNT	SCH#	STATEMENT
11/17/2006	NOV-ACDL		11	622.57	622.57	4	
11/17/2006	FEE		11	20.00	20.00	4	

*November 2006  
 Preauthorized debit  
 returned by bank "Account Closed"  
 -Acct-*

346.11 PLUS TAXES  
KILOMETER CHARGE: 12 CENTS /KM  
REMARKS: 48000  
RESIDUAL VALUE IS BASED ON AN  
AVERAGE OF 24,000 KM /YR

S.F.C. No. 1 - LESSEE'S INSURANCE UNDERTAKING  
During the term of the lease contract  
02/24/2006  
02/28/2008  
and any extension thereof, whereby I/we, the lessee of the above automobile:

INSURANCE COMPANY:  
AGENT: CLOVER INSURANCE EXPIRY:-  
TELEPHONE: POLICY NO: AFL8470209  
owned by WOODBINE PONTIAC BUICK GMC LTD.

(hereinafter called the lessor), agree to effect and maintain a Standard Automobile Policy (Owner's Form), including S.E.F. No. 5a - Permission to Rent or Lease Endorsement (specifically lessor including modified application - separate policy) in the name of the lessor with respect to the above described automobile for the following perils, limits and amount:  
(Exclusive of co-ins and post judgement interest) for loss or damage resulting from bodily injury to or the death of one or more persons, and for loss or damage to property, regardless of the number of claims arising from any one accident.  
I/we agree to deliver or cause to be delivered to the lessor, within the 30 day period immediately following the date of the delivery of the automobile(s) to me/us, such insurance policy and endorsements and certificates applicable thereto.  
I/we agree to deliver or cause to be delivered to the lessor, within the 15 day period immediately following the expiry of termination date of such policy, written evidence of the renewal or replacement of such policy.  
I/we further agree and acknowledge that, should I/we fail to comply with this Lessee's Insurance Undertaking, I/we shall reimburse the lessor for all amounts they would not otherwise be liable to pay.  
COVERAGES REQUIRED:  
Automobile Liability with Primary Bodily Injury and Property Damage (Minimum Limit): \$2,000,000 CSL  
Comprehensive Deductible (Maximum): \$500.00  
Collision Deductible (Maximum): \$500.00  
The policy must contain a "permission to rent or lease" endorsement.  
or there should be a provision indicating permission.  
This lease and any vehicle leased thereunder will be subject to any rights and interest in a sold vehicles under any respective contract or contracts that General and interest in Corporation of Canada Limited, may hold on same.

- 6) Lease Transfer and Third Party Buyouts: Upon acceptance of the Leasing Manager, the lease may be transferred or purchased by a third party. Documentation and handling charges of \$300.00 is payable prior to such transfer or buyout.
- 7) Buyouts and Return of Vehicle at Term: Time is of the essence. A per day late charge on late Buyouts and returned vehicles shall apply.  
Your per diem (daily rate) is 17.62 plus applicable taxes.

PRE-AUTHORIZED PAYMENT PLAN ("PAPP")

You hereby request and authorize Woodbine Pontiac Buick GMC Ltd. on its own behalf or as agent for any assignee to make withdrawals from Your bank account set out below or any other bank account You may notify to Woodbine Pontiac Leasing from time to time, for payment of all amounts due under this contract by any means agreed to by Woodbine Pontiac Leasing and Your bank or to draw cheques by facsimile signature on Your bank account payable to Woodbine Pontiac Leasing under this PAPP. You also request and authorize Your bank to debit Your account for all such cheques or other withdrawals. Any delivery of this authorization constitutes delivery by You.

You sign X  
NOTE: ATTACH A SAMPLE OF YOUR CHECK WITH "VOID" WRITTEN ON IT.

NOTICE TO YOU

The Dealer must give You a filled in copy of this Lease to sign. Do not sign this Lease before You read it or if it has any blank space to be filled in. You state that You have been given a filled in copy of this Lease.

LESSOR: [Signature]  
CO-LESSEE: [Signature]  
DATE: 02/24/2006  
LESSOR: WOODBINE PONTIAC  
TITLE: