

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

TUESDAY, THE 31ST

JUSTICE

CONWAY

)

DAY OF JANUARY, 2017

)



ROYAL BANK OF CANADA

Plaintiff

- and -

AMBER LITE INC., AMBER LIGHTING LIMITED,
2213240 ONTARIO INC. and ALKA BHARGAVA

Defendants

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE*
ACT, R.S.O. c. C.43, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by Grant Thornton Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of Amber Lite Inc. ("**Amber Lite**"), Amber Lighting Limited ("**Amber Lighting**") and 2213240 Ontario Inc. ("**2213240**" and together with Amber Lite and Amber Lighting are the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Falguriben Alpakumar Shah (the "**Purchaser**") dated December 12, 2016, and appended as a confidential appendix to the Report of the Receiver dated January 19, 2017 (the "**Report**"), and vesting in the Purchaser the Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, the Plaintiff, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Victoria Gifford sworn January 20, 2017, filed.

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Newbould dated September 2, 2015; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased

Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

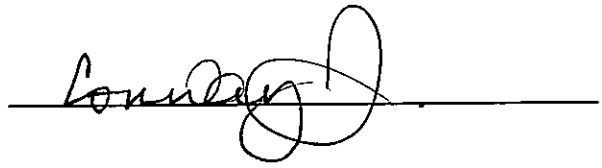
the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

8. **THIS COURT ORDERS** that the Confidential Appendices "A" and "B" to the Report, be sealed until the completion of the Transaction, or until further order of this Court.

9. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of

this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in black ink, appearing to be "Conrad", is written over a horizontal line.

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

JAN 31 2017

PER / PAR: 

Schedule A – Form of Receiver's Certificate

Court File No. CV-15-11072-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

**AMBER LITE INC., AMBER LIGHTING LIMITED,
2213240 ONTARIO INC. and ALKA BHARGAVA**

Defendants

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. c. C.43, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated September 2, 2015, Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Amber Lite Inc., ("**Amber Lite**"), Amber Lighting Limited ("**Amber Lighting**") and 2213240 Ontario Inc. ("**2213240**" and together with Amber Lite and Amber Lighting are the "**Debtors**").

B. Pursuant to an Order of the Court dated _____, the Court approved the agreement of purchase and sale made as of December 12, 2016 (the "**Sale Agreement**") between the Receiver and Falguriben Alpakkumar Shah (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Schedule "A" of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Schedule "A" of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**GRANT THORNTON LIMITED, in its capacity
as Receiver of the undertaking, property and
assets of Amber Lite Inc., Amber Lighting
Limited and 2213240 Ontario Inc., and not in
its personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

Municipal Address: 127 Westmore Drive, Unit 109, Toronto, Ontario

Legal Description: Unit 9, Level 1, Toronto Standard Condominium Plan No. 1908 and its appurtenant interest. The description of the condominium property is: Part of lot 35 con 2, fronting the Humber designated as parts 1 & 2 plan 66R-23220.; s/t an ease as set out in schedule A of the declaration as in AT-1689828, City of Toronto

Schedule C – Claims to be deleted and expunged from title to Real Property

Charge/Mortgage in favour of Royal Bank of Canada in the amount of \$224,000 registered as instrument number AT3093216

Notice of Assignment of General Rents in favour of Royal Bank of Canada registered as instrument number AT3093217

Charge/Mortgage in favour of 2334224 Ontario Limited in the amount of \$250,000 registered as instrument number AT3475899

Notice filed by 2334224 Ontario Limited registered as instrument no. AT3702784 registering an Amending Mortgage Agreement

Court Order filed by Grant Thornton Limited registered as instrument no. AT4014776

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Transfer of Easement to the Hydro Electric Commission of the City of Etobicoke, registered as instrument no. EB528334Z

Notice Pearson Airport Zoning Regulation by Her Majesty the Queen in Right of the Department of Transport Canada, registered as instrument no. E317117

ROYAL BANK OF CANADA
Plaintiff

and

AMBER LITE INC. *et al.*
Defendants

Court File No. CV-15-11072-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

APPROVAL AND VESTING ORDER

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Lawyers for the Receiver