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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

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

MOTION RECORD
(Approval and Vesting, Distribution and Discharge)
(Returnable January 31, 2017)

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ALKA BHARGAVA
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NOTICE OF MOTION
(Approval and Vesting, Distribution and Discharge)
(returnable January 31, 2017)

GRANT THORNTON LIMITED in its capacity as receiver (the "**Receiver**") 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**") will make a motion to the Court on January 31, 2017, at 10:00 a.m. or as soon after that time as the motion can be heard, at 330, University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. an Order substantially in the form attached at Tabs C and E to this Motion Record, including:

(a) if necessary, abridging and validating the time for service and filing of the notice of motion and the motion record contained herein, validating service and dispensing with further service upon any other persons not already served with this notice of motion and motion record so that the motion is properly returnable today;

(b) approving the third and final report of the Receiver dated January 19, 2017 (the "**Third Report**") and the activities described therein;

(c) approving the sale of certain real property municipally known as 127 Westmore Drive, Unit 109, Etobicoke, Ontario (the "**Westmore Drive Premises**") to Falguriben Alpakkumar Shah (the "**Purchaser**") pursuant to an Agreement of Purchase and Sale dated December 12, 2016 (the "**APS**");

(d) approving the fees and disbursements of the Receiver and its counsel;

(e) approving the Receiver's Final Statement of Receipts and Disbursements;

(f) sealing Confidential Appendix "A" and Confidential Appendix "B" to the Third Report until after closing of the sale contemplated by the APS or further Order of this Court;

(g) approving the distribution as set out in paragraphs 59 to 70 of the Third Report (the "**Distribution**");

(h) authorizing the Receiver to deliver or destroy the Books and Records, in the manner described in the Third Report;

(i) approving the discharge of the Receiver upon its completion of the Distribution and other remaining administrative duties as outlined in the Order; and

(j) such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

1. By Order of the Honourable Justice Newbould, dated September 2, 2015, the Receiver was appointed over the property, assets and undertaking of the Debtors (the "**Receivership Order**");

2. among the assets captured by the Receivership Order were the Westmore Drive Premises and the property municipally known as 50 Leading Road, Unit 2, Etobicoke, Ontario (the "**Leading Road Premises**");

3. by Order of the Honourable Mr. Justice Newbould dated November 12, 2015, the Court authorized the Receiver to amend the listing price of the Westmore Drive Premises to $245,000 and the listing price of the Leading Road Premises to $380,000 (the "**Listing Price Order**");

4. by Order of the Honourable Justice Mesbur, dated January 22, 2016, the Court authorized the Receiver to sell the Leading Road Premises (the "**Leading Road Approval Order**");

ACTIVITIES SINCE THE LEADING ROAD APPROVAL ORDER

5. since the Leading Road Approval Order, the Receiver has, among other things:

(a) closed the sale of the Leading Road Premises;

(b) marketed and sold the Receiver's right, title and interest in the 221 Judgment and the Amber Lite Claim (as defined in the Third Report);

(c) continued marketing the Westmore Drive Premises;

(d) negotiated and ultimately finalized the APS with the Purchaser for the Westmore Drive Premises; and

(e) distributed funds to the Canada Revenue Agency on account of the Amber Lite HST Priority Claim (as defined in the Third Report);

DISTRIBUTION

6. should the Receiver obtain an approval and vesting Order with respect to the Westmore Drive Premises, it is the Receiver's intention to close the APS in accordance with the terms in the APS;

7. once the APS is closed, the Receiver will have liquidated substantially all of the Debtors' assets of value that are known to the Receiver. Accordingly, the Receiver wishes to distribute the net proceeds available (specifically the Amber Lighting Available Funds, the Westmore Drive Net Sale Proceeds and the 221 Available Funds, all as defined in the Third Report) to Royal Bank of Canada ("**RBC**") on account of its outstanding debt and security;

8. the proceeds held by the Receiver are insufficient to satisfy the Debtors' obligations to RBC and thus there is no recovery for subordinate secured creditors or unsecured creditors.

GENERAL

9. due to the sensitive nature of the information contained in Confidential Appendices "A" and "B", the Receiver also seeks a sealing order for same;

10. the Receiver has largely completed its duties and accordingly seeks approval of its final statement of receipts and disbursements, together with its discharge; and

11. the provisions of the *Bankruptcy and Insolvency Act*, the *Courts of Justice Act*, and such further and other grounds as counsel may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(a) the Third Report, and the appendices attached thereto; and

(b) such further and other evidence as counsel may advise and this Honourable Court may permit.

January 19, 2017

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Lawyers for the Receiver

TO THE ATTACHED SERVICE LIST

Court File No. CV-15-11072-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ROYAL BANK OF CANADA

Plaintiff

and

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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. 1990, c. C.43, AS AMENDED

THIRD AND FINAL REPORT OF RECEIVER

January 19, 2017

Grant Thornton

Grant Thornton Limited
200 King Street West,
11th Floor
Toronto, Ontario
M5H 3T4

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3	Order dated November 12, 2015
4	Second Report of Receiver dated January 13, 2016 (without appendices)
5	Order dated January 22, 2016
6	Email dated September 27, 2016 between the Receiver and Mr. Bhargava on his offer for Westmore Drive
7	Sale agreement of the 221 judgement
8	Sale agreement of the Amber Lite Claim
9	Receiver's Final Statement of Receipts and Disbursements dated January 19, 2017
10	Affidavit of Jacob Wiebe sworn January 18, 2017
11	Affidavit of Christopher Shorey sworn January 18, 2017

CONFIDENTIAL APPENDICES

A	Westmore Drive Sale Agreement
B	Summary of offers

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BACKGROUND

1. On September 2, 2015, Grant Thornton Limited ("**GTL**") was appointed as Receiver (the "**Receiver**") of Amber Lite Inc. ("**Amber Lite**"), Amber Lighting Limited ("**Amber Lighting**") and 2213240 Ontario Inc. ("**221**") (collectively the "**Debtors"**) by order of the Ontario Superior Court of Justice (the "**Receivership Order**"). A copy of the Receivership Order is attached hereto as **Appendix "1"**.
2. The senior officer and director of the Debtors is Sundeep Bhargava ("**Mr. Bhargava**").
3. Amber Lighting owns two parcels of real property located at 127 Westmore Drive, Unit 109 Etobicoke, Ontario ("**Westmore Drive**"), and 50 Leading Road, Unit 2, Etobicoke, Ontario ("**Leading Road**"). The Receiver was authorized and directed by the Court to complete the sale which was concluded on January 29, 2016.
4. Amber Lite operated a lighting distribution business from Leading Road.
5. 221 owned certain equipment that was used by Amber Lite in its lighting business.
6. Pursuant to the terms of the Receivership Order, the Receiver was empowered and authorized to act in respect of the Property (as defined in the Receivership Order) and directed to, among other things, take possession of and exercise control over the Property, to receive, preserve and protect the Property, and to receive and collect all monies and accounts owing to the Debtors.
7. The Receiver issued its First report to Court (the "**First Report**") dated November 2, 2015 in support of its motion on November 12, 2015 for an order, among other things: authorizing the Receiver to amend the listing price of the Westmore Drive property; authorizing the Receiver to amend the listing price of the Leading Road property; and directing Mr. Bhargava to deliver the Debtors' books and records and Equipment to the Receiver. A copy of the First Report is attached hereto without appendices at **Appendix "2"**.
8. On November 12, 2015 the Court issued an order providing the relief sought by the Receiver in the First Report (the "**November 12 Order**"). A copy of the November 12 Order is attached hereto as **Appendix "3"**.

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9. The Receiver issued its Second Report to Court (the "**Second Report**") dated January 13, 2016 in support of its motion on January 22, 2016 for an order, among other things: approving the Second Report authorizing the Receiver to complete the sale of Leading Road. A copy of the Second Report is attached hereto without appendices at **Appendix "4"**.
10. On January 22, 2016 the Court issued an order providing the relief sought by the Receiver in the Second Report (the "**January 22 Order**"). A copy of the January 22 Order is attached hereto as **Appendix "5"**.

PURPOSE

11. The purpose of this the Receiver's Third and Final Report to Court (the "**Final Report**") is to advise the Court on the Receiver's activities since the Second Report and to support the Receiver's request for an order:

    a. approving the Final Report and the activities of the Receiver described therein;
    b. authorizing and directing the Receiver to complete the sale of Westmore Drive and, on closing of the Westmore Drive Sale Transaction (as defined herein), vesting in the Purchaser (as defined in the Westmore Drive Sale Agreement) all of Amber Lighting's right, title and interest, if any, in and to Westmore Drive free and clear of all claims and encumbrances;
    c. sealing Confidential Appendices "A" and "B" until the closing of the Westmore Drive Sale Transaction or further order of the Court;
    d. approving the fees and disbursements of the Receiver and those of its counsel including the Final Fees (as defined herein);
    e. approving the Receiver's final statement of receipts and disbursements dated January 18, 2017 (the "**Final SRD**");
    f. authorizing the Receiver to distribute the Amber Lighting Available Funds, the Westmore Drive Net Sale Proceeds and the 221 Available Funds (all as described herein) to Royal Bank of Canada ("**RBC**");

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g. authorizing the Receiver to deliver or destroy the Books and Records (as defined herein) in the manner described herein; and
h. effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver, discharging GTL as Receiver and releasing GTL from any and all liability that GTL has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of GTL while acting in its capacity as Receiver.

12. All capitalized terms not defined in this Final Report have the meanings assigned to them in the First Report and Second Report.

ACTIVITIES OF THE RECEIVER

Sale of Westmore Drive

13. In the First Report the Receiver reported that Amber Lighting entered into a real estate listing agreement with HomeLife/United Realty Inc. ("**HomeLife**") on June 13, 2015 for the sale of Westmore Drive with a listing price of $395,000. The Receiver also provided the Court with details of an appraisal obtained by the Receiver and recommended that the listing price be reduced to $245,000.
14. The November 12 Order authorized the Receiver to make the recommended selling price adjustment. The Receiver thereafter executed the appropriate documents to reduce the listing price to $245,000. Since the Homelife listing agreement was to expired on December 13, 2015 the Receiver extended the listing agreement to January 31, 2016 at the same time as the price reduction.
15. This price reduction did not result in any increased interest in the property therefore the Receiver further reduced the listing price to $230,000 on January 31, 2016 and further extended the listing agreement to February 28, 2016.
16. When there was still no interest in the property by the end of February 2016 the Receiver decided to change realtors and signed a four month listing agreement with World Class Realty Point ("**World Class**") effective February 29, 2016 with a listing price of $230,000.

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17. There continued to be little interest in Westmore Drive therefore the Receiver made successive price reductions as detailed in the schedule below.

127 WESTMORE DRIVE, UNIT 109		
Listing Price Date Change	**Listing Broker**	**List Price**
November 25, 2015	Homelife Realty	$ 245,000
January 31, 2016	Homelife Realty	$ 230,000
February 29, 2016	World Class Realty Point	$ 230,000
April 6, 2016	World Class Realty Point	$ 215,000
May 30, 2016	World Class Realty Point	$ 200,000
June 22, 2016	World Class Realty Point	$ 185,000

18. On September 5, 2016 the Receiver received an offer to purchase Westmore Drive ("**Offeror 1**") that included numerous conditions. World Class advised the Receiver that a second offer would likely be submitted therefore the Receiver let the offer from Offeror 1 expire without a response.
19. On September 11, 2016 the Receiver received the second offer from the tenant of Westmore Drive ("**Offeror 2**") for the same amount as from Offeror 1 which also included numerous conditions.
20. The Receiver thereafter responded to both Offeror 1 and Offeror 2 asking that each purchaser submit new and better offers.
21. On September 15, 2016 Offeror 1 advised that it would not be submitting any further offers.
22. On September 15, 2016, Offeror 2 also advised that they would not submit an improved offer but was willing to proceed with its original offer.
23. On September 20, 2016 the Receiver signed back the offer to Offeror 2 and on September 23, 2016 Offeror 2 submitted a further revised offer to the Receiver.
24. On September 26, 2016 the Receiver received a call from Mr. Bhargava who advised that he was prepared to pay $100,000 for Westmore Drive. The Receiver wrote to Mr. Bhargava on September 27, 2016 advising that the Receiver would not consider an offer that low. Mr. Bhargava provided no further offers for Westmore Drive.
25. On September 27, 2016 the Receiver and Offeror 2 finalized a sale agreement that was conditional to October 8, 2016 for Offeror 2 to obtain financing.

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26. Offeror 2 later advised that it was unable to obtain financing and terminated the sale agreement.
27. On October 13, 2016 Offeror 2 presented a revised offer that was not conditional on financing but at a lower offer price.
28. On October 27, 2016 the Receiver verbally provided a counter offer to Offeror 2's October 13, 2015 offer which Offeror 2 verbally agreed to accept. Shortly thereafter Offeror 2 advised the Receiver that due to an altercation that had occurred with a neighbouring business related to parking allotments at Westmore Drive Offeror 2 was reconsidering its offer.
29. On November 15, 2016 Offeror 2 advised the Receiver it would not proceed with its formal offer. Offeror 2 further advised it was closing its business and would terminate its month to month lease with Amber Lighting, vacating the property in January 2017.
30. The Receiver thereafter reduced the listing price to $160,000.
31. On November 29, 2016 the Receiver received an offer that was conditional only on review of the condominium status certificate (the "**Purchaser**").
32. The Receiver asked for an increased deposit but otherwise accepted the offer from the Purchaser. The Purchaser thereafter provided the increased deposit.
33. Upon reviewing the condominium status certificate the Purchaser asked for a reduction of the purchase price due to the condominium corporation special assessment fees. The Purchaser advised that while it was aware of the special assessment fees it had not understood that the special assessment fees would continue for 8 years.
34. After further negotiations the Receiver and the Purchaser agreed on a small purchase price adjustment and on December 12, 2016 the sale agreement was finalized with a closing date is set for February 7, 2017 (the "**Westmore Drive Sale Agreement**"). The Westmore Drive Sale Agreement remains subject to the approval of the Court. A copy of the Westmore Drive Sale Agreement is attached hereto as **Confidential Appendix "A"**
35. Details of all offers and the final selling price are attached in **Confidential Appendix "B"**.

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36. Westmore Drive has been widely marketed and the Receiver believes that the selling price is reasonable given the listing price and the offers received from multiple interested purchasers.
37. The Receiver therefore requests that the Court approve the Westmore Drive Sale Agreement and authorize and direct the Receiver to close the sale (the "**Westmore Drive Sale Transaction**").

Accounts Receivable – 2213240 Ontario Inc. and Amber Lite Inc.

38. Prior to receivership, 221 obtained judgment in respect of a debt owing to it by a customer (the "**221 Judgment**"). The defendant had appealed the decision. Amber Lite had also commenced a statement of claim against one of its customers (the "**Amber Lite Claim**").
39. The Receiver and its counsel reviewed the 221 Judgment and determined that given the lack of documentations available to the Receiver it was not economical for counsel to attend and argue the appeal motion.
40. Counsel for 221 who acted in this matter advised that he had a client (related to 221) that was prepared to purchase the 221 Judgment. The Receiver therefore offered to sell the 221 Judgment to counsel for 221 and the defendant in the 221 Judgment. Both parties submitted offers. The Receiver accepted the higher offer from the defendant in the amount of $7,500.
41. The Receiver and its counsel reviewed the Amber Lite Claim and given the lack of documentation required to pursue the claim, the Receiver decided it was not economical for counsel to pursue the claim.
42. Mr. Bhargava requested to purchase the Amber Lite Claim from the Receiver. The Receiver therefore offered to sell the Amber Lite Claim to Mr. Bhargava and the defendants in the Amber Lite Claim. None of the defendants submitted an offer therefore the Receiver accepted the offer in the amount of $5,000 from Nelco Led Limited, which the Receiver understands to be related to Mr. Bhargava.

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Priority Claims

43. Canada Revenue Agency ("**CRA**") submitted an HST trust claim for $6,382.84 against Amber Lite (the "**Amber Lite HST Priority Claim**").
44. The only assets of Amber Lite identified by the Receiver were some lighting inventory which the liquidator was unable to sell and the Amber Lite Claim which the Receiver sold for $5,000. The Receiver has paid the $5,000 to CRA in respect of the Amber Lite HST Priority Claim.
45. The Receiver is not aware of any employee claims of the Debtors, and as such there are no claims filed related to the *Wage Earner Protection Program Act*.
46. All property taxes on Leading Road were paid on closing of the sale transaction and the Receiver will pay the property taxes on Westmore Drive on closing of the Westmore Drive Sale Transaction.

Books and Records

47. The Receiver is in possession of certain books and records of the Debtors (the "**Books and Records**").
48. The Debtors business have not operated since approximately May 2015. Mr. Bhargava has requested that the Receiver return the Books and Records to him. The Receiver seeks the Court's authorization to destroy any Books and Records that are not claimed by Mr. Bhargava unless any other interested party makes an application to the Court for an order requiring the Receiver to release the Books and Records. The Receiver recommends that thirty days after GTL obtains its discharge as Receiver it be authorized and directed to destroy the Books and Records not claimed by Mr. Bhargava.

CONFIDENTIAL INFORMATION

49. The Receiver is of the view that the Confidential Appendices "A" and "B" should remain sealed until the earlier of the completion of the Westmore Drive Sale Transaction or further order of the Court as the information contained therein is commercially sensitive and could prejudice the sale process. In the absence of a

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sealing order, potential purchasers would have access to the bidding history and the price accepted by the Receiver, which may adversely affect the realizations in the event that the Sale Transaction fails to close.

50. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

51. The Receiver has prepared the Final SRD for each of the Debtors a copy of which is attached hereto as **Appendix "9"**.

Professional Fees

52. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the Receivership Order was granted.

53. Pursuant to paragraph 17 of the Receivership Order, the Receiver and its legal counsel shall be paid their reasonable fees and disbursements. In addition, the Receiver and counsel to the Receiver were granted a first charge on the assets of the Debtors as security for such fees and disbursements.

54. The fees and disbursements of the Receiver and its legal counsel to December 31, 2015 and December 22, 2015 respectively have previously been approved by the Court.

55. The fees of the Receiver from January 1, 2016 to January 17, 2017 amount to $48,978.20 inclusive of HST. Time spent by the Receiver is more particularly described in the affidavit of Jacob Wiebe, Senior Vice-President of Grant Thornton Limited having carriage of this proceeding sworn January 18, 2017 in support hereof, a copy of which is attached hereto as **Appendix "10"**.

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56. The total legal fees incurred by Lerners LLP ("**Lerners**") during the receivership for services provided to the Receiver from December 23, 2015 to January 10, 2017 amount to $35,437.21 inclusive of HST. Time spent by Lerners is more particularly described in the affidavit of Christopher Shorey sworn January 18, 2017 in support hereof, a copy of which is attached hereto as **Appendix "11"**.

57. Assuming no opposition to the relief requested, the Receiver and Lerners estimate that they will incur additional fees in the amounts of $7,500 and $7,500 plus disbursements and HST respectively to conclusion of the receivership (the "**Final Fees**"). The Final Fees are included in the Final SRD.

58. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

Proposed Distribution

Amber Lighting

59. The affidavit of David Lai submitted to the Court is support of RBC's application for the appointment states that Amber Lighting was indebted to RBC in the amount of $448,030.93. RBC advises that as of January 4, 2017 Amber Lighting is indebted to RBC in the amount of $514,528.66 including professional fees (the "**Amber Lighting Indebtedness**").
60. As security for the Amber Lighting Indebtedness, RBC holds mortgage security on Leading Road in the amount of $224,000 (the "**Leading Road Mortgage**") and Westmore Drive in the amount of $301,000 (the "**Westmore Drive Mortgage**"). RBC also holds a General Security Agreement over the assets of Amber Lighting (the "**Amber Lighting GSA**") which along with the Leading Road Mortgage and the Westmore Drive Mortgage is hereinafter referred to as the "**RBC Amber Lighting Security**".
61. The Receiver has obtained independent legal opinion from Lerners which states that, subject to standard assumptions and qualifications, the RBC Amber Lighting Security is valid and enforceable.

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62. The expected net proceeds from the sale of Westmore Drive (the "**Westmore Drive Proceeds**") are less than the amount of the Westmore Drive Mortgage.
63. The SRD shows that there are funds available for distribution in the amount of $147,537.29 (the "**Amber Lighting Available Funds**"). The Receiver proposes to pay the Amber Lighting Available Funds to RBC to be applied against the Amber Lighting Indebtedness.
64. The Receiver estimates that in addition to realtor commissions of 4.5% of the selling price, the following costs will be incurred in relation to Westmore Drive to and upon closing of the Westmore Drive Sale Transaction:
    a. Property tax arrears - $20,000
    b. Condominium fees - $500
    c. Legal fees - $1,000
    d. Security - $1,000
65. The estimated net proceeds from the sale of Westmore Drive is provided in Confidential Appendix "B" (the "**Westmore Drive Net Sale Proceeds**"). The Receiver proposed to pay the Westmore Drive Net Sale Proceeds to RBC to be applied to the Amber Lighting Indebtedness.

Amber Lite

66. The only proceeds from the sale of Amber Lite assets were paid to CRA in payment of the Amber Lite HST Priority Claim. There are therefore no proceeds available for distribution to creditors of Amber Lite.

221

67. The affidavit of David Lai submitted to the Court is support of RBC's application for the appointment states that 221 was indebted to RBC in the amount of $217,364.26. RBC advises that as of January 4, 2017 Amber Lighting is indebted to RBC in the amount of $222,853.55 (the "**221 Indebtedness**").
68. As security for the 221 Indebtedness RBC holds a General Security Agreement over the assets of 221 (the "**221 GSA**").

Grant Thornton

69. The Receiver has obtained independent legal opinion from Lerners which states that, subject to standard assumptions and qualifications, the 221 GSA is valid and enforceable.

70. The SRD shows that there are funds available for distribution in the amount of $9,656.92 (the "**221 Available Funds**"). The Receiver proposes to pay the 221 Available Funds to RBC to be applied against the 221 Indebtedness.

REMAINING ACTIVITIES

71. The following activates remain to be completed prior to the discharge of the Receiver:

    a. closing of the sale of Westmore Drive;
    b. file all statutory notices including the final 246(3) Notice for the Debtors;
    c. destroy or release the Books and Records in accordance with the order sought herein; and
    d. distribute funds to RBC in accordance with the order sought herein.

RELIEF REQUESTED

72. Based upon the foregoing, the Receiver respectfully requests that the Court issue an order for the relief set out in paragraph 11 hereof.

All of which is respectfully submitted,

GRANT THORNTON LIMITED
as Court appointed Receiver of
Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.

Per

Jake Wiebe, CPA, CA, CIRP
Senior Vice President

4308069.2

APPENDIX “1”

Court File No. CV-15-11072-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	**WEDNESDAY, THE 2ND**
	)	
JUSTICE NEWBOULD	)	**DAY OF SEPTEMBER, 2015**

ROYAL BANK OF CANADA

Plaintiff

\- and -

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

Defendants

ORDER
(appointing Receiver)

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing **GRANT THORNTON LIMITED** as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of **AMBER LITE INC., AMBER LIGHTING LIMITED and 2213240 ONTARIO INC.** (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON READING the affidavit of David Lai sworn August 12, 2015 and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff, no one appearing for the Debtors although duly served as appears from the affidavit of service of Karen Fox sworn August 17, 2015, and on reading the consent of Grant Thornton Limited to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Grant Thornton Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the **"Property"**).

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

   (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

   (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;

(r) to make an assignment in bankruptcy on behalf of the Debtors; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the

Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may

terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*,

the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its

legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

19. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

21. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

25. **THIS COURT ORDERS** that the Plaintiff, the Receiver, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at http://www.grantthornton.ca/

GENERAL

26. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

28. **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.

29. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

30. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

SEP - 2 2015

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $_____________________

1. THIS IS TO CERTIFY that GRANT THORNTON LIMITED, the receiver (the "Receiver") of the assets, undertakings and properties AMBER LITE INC., AMBER LIGHTING LIMITED and 2213240 ONTARIO INC. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 2nd day of September, 2015 (the "Order") made in an action having Court file number CV-15-11072-CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of September, 2015.

GRANT THORNTON LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ________________________________

Name:

Title:

BETWEEN

ROYAL BANK OF CANADA -and- AMBER LITE INC., et al.

Plaintiff

Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

MINDEN GROSS LLP
Barristers and Solicitors
2200 - 145 King Street West
Toronto, ON M5H 4G2

Mark A. Freake (LSUC# 63656H)
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Tel: 416-369-4326
Fax: 416-864-9223

Lawyers for the Plaintiff/Moving Party,
Royal Bank of Canada

APPENDIX “2”

Court File No. CV-1 5-1 1072-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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. 1990, c. C.43, AS AMENDED

FIRST REPORT OF RECEIVER

November 2, 2015

Grant Thornton

Grant Thornton Limited
200 King Street West,
11th Floor
Toronto, Ontario
M5H 3T4

Grant Thornton

TABLE OF CONTENTS

APPENDICES

1 Receivership Order dated September 2, 2015

2 Affidavit of David Lai (without appendices).

3 Corporate Profile Report for 2213241 Ontario Inc.

4 Amber Lite letter dated June 8, 2015

5 Invoice from Tony Supply on Demand Inc.

6 Corporate Profile Report for Tony Supply and Demand Inc.

CONFIDENTIAL APPENDICES

1 Westmore Drive listing price analysis

2 Westmore appraisal

3 Leading Road listing price analysis

4 Leading Road appraisal

Grant Thornton

INTRODUCTION

1. On September 2, 2015, Grant Thornton Limited ("**GTL**") was appointed as Receiver (the "**Receiver**") of Amber Lite Inc. ("**Amber Lite**"), Amber Lighting Limited ("**Amber Lighting**") and 2213240 Ontario Inc. ("**221**") (collectively the "**Debtors**") by order of the Ontario Superior Court of Justice (the "**Receivership Order**"). A copy of the Receivership Order is attached hereto as **Appendix "1"**.
2. The senior officer and director of the Debtors is Sundeep Bhargava ("**Mr. Bhargava**").
3. Background information related to the operations of the Debtors is detailed in the affidavit of David Lai filed in support of the Royal Bank of Canada's ("**RBC**") application for the appointment of a receiver (the "**Lai Affidavit**"). A copy of the Lai Affidavit without appendices is attached hereto as **Appendix "2"**.
4. Amber Lighting owns real property located at 127 Westmore Drive, Unit 109 Etobicoke, Ontario ("**Westmore Drive**") and at 50 Leading Road, Unit 2, Etobicoke, Ontario ("**Leading Road**").
5. Amber Lite operated a lighting distribution business from Leading Road.
6. 221 owned certain equipment that was used by Amber Lite in its lighting business.
7. Pursuant to the terms of the Receivership Order, the Receiver was empowered and authorized to act in respect of the Property (as defined in the Receivership Order) and directed to, among other things, take possession of and exercise control over the Property, to receive, preserve and protect the Property, and to receive and collect all monies and accounts owing to the Debtors.

Grant Thornton

PURPOSE

8. The purpose of this the Receiver's First report to Court (the "**First Report**") is to advise the Court on the Receiver's activities since its appointment and to support the Receiver's request for an order:

    a. approving the First Report and the activities of the Receiver described therein;
    b. authorizing the Receiver to amend the Westmore Drive listing price as detailed herein;
    c. authorizing the Receiver to extend the Leading Road listing agreement to December 31, 2015, and to amend the Leading Road listing price as detailed herein;
    d. directing Mr. Bhargava to deliver the Debtors books and records and Equipment (as defined herein) to the Receiver; and
    e. sealing Confidential Appendices "1" through "4" until the closing of the sale of Westmore Drive and Leading Road or further order of the Court.

ACTIVITIES OF THE RECEIVER

9. Immediately upon being appointed Mr. Bhargava advised the Receiver that there was no insurance on Westmore Drive or Leading Road as Mr. Bhargava believed that the condominium corporation for each property would hold sufficient insurance. The Receiver therefore immediately made arrangements to insure both of these properties with the Receiver listed as an additional insured on the insurance policies.
10. On September 16, 2015, the Receiver sent the statutory Notices and Statements of Receiver pursuant the *Bankruptcy and Insolvency Act* to all known creditors of the Debtors and the Office of the Superintendent of Bankruptcy.
11. It appears that the Debtors had ceased operating prior to the appointment of the Receiver. No employees were therefore terminated as a result of the appointment of the Receiver. The *Wage Earner Protection Program Act* therefore does not appear to apply to any former employees of the Debtors.

GrantThornton

12. The Receiver has not located any of the Debtors' books and records. The Receiver has obtained copies of the Debtors' bank statements and cancelled cheques from RBC and is in the process of arranging for CRA to conduct its trust examinations based on these limited records.

Westmore Drive

The Westmore Tenant

13. The Receiver attended at Westmore Drive immediately after being appointed. Upon attending the Receiver learned that Westmore Drive was occupied by a medical office.
14. The occupant provided the Receiver with an electronic unsigned lease between Shivani Parikh & Viplav Pankaj Parikh (RELAX ORTHOTICS & WELLNESS CENTRE INC.) (the "**Westmore Tenant**") and Amber Lighting (the "**Westmore Lease**").
15. The Westmore Tenant explained that it does not have a copy of a signed lease and that subsequent to receiving the electronic copy of the lease, all negotiations with Amber Lighting were verbal.
16. The Receiver has obtained a purported extension to the Westmore Lease dated February 26, 2012 (the "**Westmore Lease Extension Agreement**") from Mr. Bhargava.
17. The Receiver sent a letter to the Westmore Tenant on October 8, 2015 explaining that the Receiver expressed no opinion on the validity of the Westmore Lease or the Westmore Lease Extension Agreement and that the Receiver expressly reserved its rights to terminate the Westmore Lease in accordance with the terms of the Appointment Order.
18. The Westmore Tenant has agreed to continue making rent payments to the Receiver in accordance with the Westmore Lease and the Westmore Lease Extension Agreement for the duration of its occupancy of Westmore Drive.

Grant Thornton

Sale of Westmore Drive

19. On June 13, 2015, Amber Lighting entered into a real estate listing agreement with HomeLife/United Realty Inc. ("**HomeLife**") to list Westmore Drive for sale with an asking price of $395,000. The listing expires on December 30, 2015.
20. The Receiver has spoken to the HomeLife agent who has advised that there has been little interest in the property. The HomeLife agent further advised that in his opinion the listing price was grossly overstated and although he had advised Mr. Bhargava of this when the listing was signed, Mr. Bhargava had insisted on this inflated listing price.
21. The Receiver asked that the HomeLife agent provide the Receiver an recommended adjusted listing price supported by local comparable listings and sale data. The HomeLife agent thereafter provided an analysis with a recommended listing price. A summary of this analysis is attached hereto as **Confidential Appendix "1"**.
22. The Receiver also engaged Colliers International Realty Advisors Inc. ("**Colliers**") to conduct an appraisal of Westmore Drive the ("**Westmore Drive Appraisal**"). Details of the Westmore Drive Appraisal are also attached in **Confidential Appendix "1"**. A full copy of the Westmore Drive Appraisal is attached hereto as **Confidential Appendix "2"**.
23. Based on the information provided by the HomeLife agent and Colliers the Receiver requests that the Court authorize the Receiver to reduce the listing price as detailed in **Confidential Appendix "1".**

Leading Road

The Leading Road Tenant

24. The Receiver attended at Leading Road immediately after being appointed. Upon attending the Receiver learned that most of Leading Road was occupied by a church.
25. The occupant provided the Receiver with a lease between the New Jerusalem Church of God (the "**Leading Road Tenant**") and 2213241 Ontario Ltd. (the "**Leading Road Lease**").

26. 2213241 Ontario Ltd. is the Lessor under the Leading Road Lease however 2213241 Ontario Ltd. is not the owner of Leading Road, nor is it a respondent in this proceeding, however, a corporate search of 2213241 Ontario Ltd. discloses that Mr. Bhargava is the sole Director of the company. A copy of the Corporate Profile Report for 2213241 Ontario Inc. is attached hereto as **Appendix "3"**.
27. The Receiver sent a letter to the Leading Road Tenant on October 8, 2015 explaining that the Receiver expressed no opinion on the validity of the Leading Road Lease and that the Receiver expressly reserved its rights to terminate the Leading Road Lease in accordance with the terms of the Appointment Order.
28. The Leading Road Tenant has agreed to continue making rent payments to the Receiver in accordance with the Leading Road Lease for the duration of its occupancy of the Leading Road.

Sale of Leading Road

29. On June 17, 2015, Amber Lighting entered into a real estate listing agreement with Century 21 Leaders Realty Ltd. ("**Century 21**") to list Leading Road for sale with an asking price of $468,000. The listing expired on October 31, 2015.
30. The Receiver has spoken to the Century 21 agent who has advised that there has been minimal interest in the property with no offers. The Century 21agent further advised that in his opinion the listing price was grossly overstated and although he had advised Mr. Bhargava of this when the listing was signed, Mr. Bhargava had insisted on this inflated listing price.
31. The Receiver asked that the Century 21agent provide the Receiver a recommended adjusted listing price supported by local comparable listings and sale data. The Century 21agent thereafter provided an analysis with a recommended listing price. A summary of this analysis is attached hereto as **Confidential Appendix "3"**.
32. The Receiver also engaged Colliers to conduct an appraisal of Leading Road (the "**Leading Road Appraisal**"). Details of the Leading Road Appraisal are also attached in **Confidential Appendix "3".** A full copy of the Leading Road Appraisal is attached hereto as **Confidential Appendix "4"**.

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33. Based on the information provided by the Century 21agent and Colliers the Receiver requests that the Court authorize the Receiver to extend the Century 21 listing agreement to December 31, 2015 and to reduce the listing price as detailed in **Confidential Appendix "3".**

Books and Records and Equipment

34. As detailed in paragraph 42 of the Lai Affidavit, on June 8, 2015, Amber Lite provided RBC with a letter in which Amber Lite provides RBC with a listing of equipment owned by 221 (the "**June 8 Letter**"). This listing includes the following equipment:
    a. 2 Conware Belt Machine and Assembly Line;
    b. 2 Sand Grinder Machines;
    c. 1 Multiple Sand Grinder Machine;
    d. 1 Hand Press Drill Machine Big;
    e. 1 Small Hand Press Drill Machine;
    f. 2 Assembly Tables;
    g. 2 Rivet Machine Foot Press; and
    h. 1 Power Press Machine

A copy of the June 8 Letter is attached hereto as **Appendix "4"**.

35. Mr. Bhargava also provided RBC with an invoice from Tony Supply and Demand Inc. ("**Tony Supply**") in support of 221's application for financing from RBC (the "**Tony Supply Invoice**"). The address for Tony Supply as stated on the invoice is 3441 Sanderling Crescent, Mississauga, ON. The Receiver has visited this location and determined that it is a residential property. The registered office address for Tony Supply on Demand Inc. is 207-65 Wellesley Street East, Toronto, ON. A copy of the Tony Supply Invoice and the Corporation Profile Report for Tony Supply are attached hereto as **Appendix "5"** and **Appendix "6"** respectively.
36. While some equipment in question appears on both the June 8 Letter and the Tony Supply Invoice, there are several pieces of equipment listed on the Tony Supply Invoice that are not included in the June 8 Letter including:

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a. Skid wrapping machine (the "**Skid Wrapping Machine**");

b. Lazer drill machine; and

c. Sky Jack machine (the "**Sky Jack**")

37. At the onset of the Receivership, Mr. Bhargava called the Receiver and offered to deliver equipment owned by 221 (the "**Equipment** "). The Receiver followed up over the following weeks by email, phone and text to arrange to pick up the Equipment.

38. On October 15, 2015, Mr. Bhargava called the Receiver and offered to deliver the Skid Wrapping Machine and the Sky Jack to the Receiver.

39. Since receiving Mr. Bhargava's phone call on October 15, 2015, the Receiver has made numerous attempts to contact Mr. Bhargava to make arrangements to take possession of the Debtor's books and records and the Equipment however until October 21, 2015, Mr. Bhargava did not respond to the Receiver.

40. On October 21, 2015, Mr. Bhargava called the Receiver and advised that he had been out of town since October 15, 2015, but that he would arrange to deliver the Debtor's books and records to the Receiver by November 15, 2015. He also stated that while he was unwilling to tell the Receiver where the Skid Wrapping Machine and the Sky Jack were currently located, he would make arrangements for these items to be delivered to the Receiver by November 3, 2015.

41. Finally, Mr. Bhargava advised the Receiver that the balance of the Equipment was located at Leading Road. A preliminary review of the assets located at Leading Road suggests that, contrary to Mr. Bhargava's assertion, most of the Equipment is not located at Leading Road.

42. On October 27, 2015, the Receiver's counsel sent a letter to Mr. Bhargava's counsel advising that the Receiver intended to bring a motion before the Court the week of November 9, 2015 to request an order to, among other things, compel Mr. Bhargava to deliver the Debtor's books and records and Equipment to the Receiver.

43. As of the date of this First Report Mr. Bhargava has not delivered either the Debtor's books and records or the Equipment to the Receiver. The Receiver therefore requests that the Court issue an order compelling Mr. Bhargava to deliver the Debtor's books and records and Equipment to the Receiver forthwith.

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44. If and when Mr. Bhargava delivers the Skid Wrapping Machine, the Sky Jack, and any other Equipment in his possession, the Receiver will conduct a review of the Equipment in its possession to determine what Equipment remains outstanding.

CONFIDENTIAL INFORMATION

45. The Receiver is of the view that the Confidential Appendices "1" through "4" should remain sealed until the earlier of the completion of the sale of Westmore Drive and Leading Road or further order of the Court as the information contained therein is commercially sensitive and could prejudice the sale process. In the absence of a sealing order, potential purchasers would have access to information obtained by the Receiver which may impact the price that interested purchasers are willing to offer for Westmore Drive and Leading Road.
46. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices is sealed in this manner.

RELIEF REQUESTED

47. Based upon the foregoing, the Receiver respectfully requests that the Court issue an order for the relief set out in paragraph 8 hereof.

All of which is respectfully submitted,

GRANT THORNTON LIMITED
as Court appointed Receiver of
Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.

Per:

Jake Wiebe, CPA, CA, CIRP
Senior Vice President

APPENDIX “3”

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 12TH
	)	
JUSTICE NEWBOULD	)	DAY OF NOVEMBER, 2015

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and –

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

Defendants

ORDER

THIS MOTION, made by Grant Thornton Limited in its capacity as Receiver of Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc. (the "**Companies**") was heard on this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report of Grant Thornton Inc. in its capacity as Receiver (the "**Receiver**") dated November 2, 2015, (the "**First Report**") and on hearing submissions by counsel for the Receiver, and all others present, no others appearing although duly served as evidenced by the affidavit of Marisa Galloro, sworn November 3, 2015, filed:

1. THIS COURT ORDERS that, if necessary, the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the First Report (including the Confidential Appendices as hereinafter defined) and the activities of the Receiver contained therein be and are hereby approved.

3. THIS COURT AUTHORIZES the Receiver to amend the listing price for the property municipally known as 127 Westmore Drive, Unit 109, Etobicoke, Ontario ("**Westmore Drive**") at the recommended listing price as listed in Confidential Appendix 1.

4. THIS COURT AUTHORIZES the Receiver to amend the listing price for the property municipally known as 50 Leading Road, Unit 2, Etobicoke, Ontario ("**Leading Road**") at the recommended listing price as listed in Confidential Appendix 3.

5. THIS COURT AUTHORIZES the Receiver to extend the existing listing agreement with Century 21 Leaders Realty Ltd. for Leading Road until December 31, 2015.

6. THIS COURT ORDERS that Mr. Sundeep Bhargava, a.k.a. Sunny Bhargava ("**Mr. Bhargava**") deliver to the Receiver the following forthwith:

(a) all of the Companies' books and records;

(b) the Skid Wrapping Machine and the Sky Jack (as defined in the First Report); and

(c) all of the Companies' equipment including, but not limited to, the equipment listed in the Tony Supply Invoice and the June 8 Letter (as both terms are defined in the First Report).

7. THIS COURT ORDERS that if Mr. Bhargava does not deliver the documents and assets listed in paragraph 6 above, the Receiver is authorized to seek further direction of this Honourable Court, including, but not limited to, seeking an Order holding Mr. Bhargava in contempt.

8. THIS COURT ORDERS that confidential appendices 1 through 4 of the First Report (the "**Confidential Appendices**") be and are hereby sealed until the closing of a sale of Westmore Drive and Leading Road, or upon further Order of the Court.

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

DEC 1 6 2015

APPENDIX “4”

Court File No. CV-1 5-1 1072-CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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. 1990, c. C.43, AS AMENDED

SECOND REPORT OF RECEIVER

January 13, 2016

Grant Thornton

Grant Thornton Limited
200 King Street West,
11th Floor
Toronto, Ontario
M5H 3T4

Grant Thornton

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1	Receivership Order dated September 2, 2015
2	First Report of Receiver dated November 2, 2015 (without appendices)
3	The Affidavit of Sundeep Bhargava sworn November 12, 2015
4	Order dated November 12, 2015
5	Letter to counsel for Mr. Bhargava dated November 19, 2015
6	Offer to Lease between New Jerusalem Church of God and 2213241 Ontario Ltd.
7	Letter to Leading Road Tenant dated December 18, 2015
8	Invoice from Tony Supply and Demand Inc.
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10	Affidavit of Shannon Puddister sworn January 13, 2016

CONFIDENTIAL APPENDICES

A	Leading Road Sale Agreement
B	Summary of offers

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INTRODUCTION

1. On September 2, 2015, Grant Thornton Limited ("**GTL**") was appointed as Receiver (the "**Receiver**") of Amber Lite Inc. ("**Amber Lite**"), Amber Lighting Limited ("**Amber Lighting**") and 2213240 Ontario Inc. ("**221**") (collectively the "**Debtors**") by order of the Ontario Superior Court of Justice (the "**Receivership Order**"). A copy of the Receivership Order is attached hereto as **Appendix "1"**.
2. The senior officer and director of the Debtors is Sundeep Bhargava ("**Mr. Bhargava**").
3. Amber Lighting owns real property located at 127 Westmore Drive, Unit 109 Etobicoke, Ontario ("**Westmore Drive**") and at 50 Leading Road, Unit 2, Etobicoke, Ontario ("**Leading Road**").
4. Amber Lite operated a lighting distribution business from Leading Road.
5. 221 owned certain equipment that was used by Amber Lite in its lighting business.
6. Pursuant to the terms of the Receivership Order, the Receiver was empowered and authorized to act in respect of the Property (as defined in the Receivership Order) and directed to, among other things, take possession of and exercise control over the Property, to receive, preserve and protect the Property, and to receive and collect all monies and accounts owing to the Debtors.
7. The Receiver issued its first report to Court (the "**First Report**") dated November 2, 2015 in support of its motion on November 12, 2015 for an order, among other things:

    a. authorizing the Receiver to amend the listing price of the Westmore Drive property;
    b. authorizing the Receiver to amend the listing price of the Leading Road property; and
    c. directing Mr. Bhargava to deliver the Debtors' books and records and Equipment to the Receiver.

A copy of the First Report is attached hereto without appendices at **Appendix "2"**.

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8. Mr. Bhargava attended at the Motion on November 12, 2015 and presented an affidavit in response to the statement made by the Receiver in the First Report pertaining to his conduct and recommendation to reduce the listing price for Leading Road and Westmore Drive (the "**Bhargava Affidavit**"). A copy of the Bhargava Affidavit is attached hereto as **Appendix "3"**.
9. The Bhargava Affidavit stated the following:
    a. the listing agents for Leading Road and Westmore Drive never advised Mr. Bhargava that the listing prices for the properties were too high;
    b. that contrary to the Receiver' statements, there was interest in Leading Road and Westmore Drive at their initial listing prices and 4 offers were received from the Leading Road and 2 offers were received for Westmore Drive; and
    c. Mr. Bhargava had co-operated fully in attempting to deliver the Debtors' equipment to the Receiver.
10. The Receiver advised the Court that it had not been made aware of the six offers provided in the Bhargava Affidavit.
11. On November 12, 2015 the Court issued an order providing the relief sought by the Receiver in the First Report (the "**November 12 Order**"). A copy of the November 12 Order is attached hereto as **Appendix "4"**.
12. The Court however asked that the Receiver investigate the six offers prior to reducing the listing price.

PURPOSE

13. The purpose of this the Receiver's Second report to Court (the "**Second Report**") is to advise the Court on the Receiver's activities since the First Report and to support the Receiver's request for an order:
    a. approving the Second Report and the activities of the Receiver described therein;
    b. authorizing and directing the Receiver to complete the sale of Leading Road and, on closing of the Leading Road Sale Transaction (as defined herein), vesting in the Purchaser (as defined in the Leading Road Sale Agreement) all

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of Amber Lighting's right, title and interest, if any, in and to Leading Road free and clear of all claims and encumbrances;

c. approving the fees and disbursements of the Receiver and those of its counsel as set out in the fee affidavits herein; and,

d. sealing Confidential Appendix "A" and Confidential Appendix "B" until the closing of the Leading Road Sale Transaction or further order of the Court.

14. All capitalized terms not defined in this Second Report have the meanings assigned to them in the First Report.

ACTIVITIES OF THE RECEIVER

Real Estate Price Adjustments

15. The following chart summarizes the offers for Leading Road and Westmore Drive provided to the Receiver in the Bhargava Affidavit.

127 WESTMORE DRIVE, UNIT 109			
Offer Date	**Listing Broker**	**Selling Broker**	**Offer**
April 27, 2015	Homelife Realty	Not listed	$ 385,000
March 25, 2015	Homelife Realty	Not listed	$ 370,000

50 LEADING ROAD, UNIT 2			
Offer Date	**Listing Broker**	**Selling Broker**	**Offer**
November 11, 2015	Century 21 Leaders Realty	Century 21 Leaders Realty	$ 350,000
May 7, 2015	Homelife Realty	Not available	$ 415,000
April 2, 2015	Homelife Realty	Not available	$ 402,000
March 20, 2015	Homelife Realty	Not available	$ 39,000

<u>Westmore Drive</u>

16. The HomeLife/United Realty Inc. ("**HomeLife**") real estate brokerage identified in two offers is the same brokerage that was engaged to sell the properties when the Receiver was appointed. The current listing agreement however started on June 13, 2015 which is after the date of the two offers presented in the Bhargava Affidavit.

17. Immediately after the Receiver's November 12, 2015 motion, the Receiver contacted the current HomeLife listing agent to inquire why he had not advised the Receiver of these earlier offers.
18. The listing agent advised that he was not aware of these offers and was also not aware that Westmore Drive was listed for sale with HomeLife at the dates stated on the two offers. There was also no contact information on the offers to indicate the name of the real estate agent representing the purchaser.
19. The Receiver asked the listing agent to run a listing history report to determine who had the listing for Westmore Drive when at the dates stated on the two offers.
20. The listing agent thereafter advised that according to the Multiple Listing Service Westmore Drive was listed for sale between November 4, 2013 and April 30, 2014. Westmore Drive was then not for sale again until the current listing on June 13, 2015.
21. The listing agent further advised that if the listing was an exclusive listing it would not be reported on the Multiple Listing Service.
22. The listing agent therefore inquired with all the other real estate agents at HomeLife to determine if another HomeLife agent had an exclusive listing for Westmore Drive at the time of these two offers. No HomeLife agents responded that they have ever held an exclusive listing for Westmore Drive or had any knowledge of these two offers.

Leading Road

23. At the date of the Receiver's appointment the listing brokerage for Leading Road was Century 21 Leaders Realty Ltd. ("**Century 21**"). The listing agreement began on June 17, 2015 which is after the dates on the three other offers for Leading Road provided in the Bhargava Affidavit.
24. The Receiver was aware of the November 11, 2015 offer provided in the Bhargava Affidavit. This offer is discussed later in this report.
25. The Receiver was not aware that HomeLife held a listing for Leading Road prior to Century 21. The Receiver contacted HomeLife immediately after the Receiver's November 12, 2015 motion to inquire about the three offers presented in the Bhargava Affidavit which identified HomeLife as the listing brokerage.

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26. HomeLife advised that it was not aware that Amber Lighting owned Leading Road and that HomeLife had never had a listing agreement for Leading Road. There was no contact information on the offers to indicate the name of the real estate agent representing the purchasers.
27. The Receiver asked the HomeLife agent to run a listing history report to determine who had the listing for Leading Road at the dates stated on the three offers.
28. The HomeLife agent thereafter advised that according to the Multiple Listing Service Leading Road was listed for sale between January 26, 2015 and March 31, 2015 with Masters Realty Corporation. Leading Road was then not for sale again until the current listing with Century 21 on June 13, 2015.
29. Only the March 20, 2015 offer for $39,000 falls within the time frame of the Masters Realty Corporation listing. The value of the offer did not seem reasonable for the Leading Road property therefore the Receiver did not investigate this offer further.
30. At the time of the April 2, 2015 and May 7, 2015 offers, Leading Road was not listed for sale with the Multiple Listing Service.
31. The HomeLife agent again advised that if the listing was an exclusive listing it would not be reported on the Multiple Listing Service.
32. The HomeLife agent therefore inquired with all the other real estate agents at HomeLife to determine if another HomeLife agent had an exclusive listing for Leading Road at the time of these three offers. No HomeLife agents responded that they have ever held an exclusive listing for Leading Road or had any knowledge of these three offers.

Summary

33. Based on the Receiver's investigation into the offers presented in the Bhargava Affidavit, it appeared that the offers were not legitimate. The Receiver therefore wrote to counsel for Mr. Bhargava dated November 19, 2015 requesting further details of the listing agents responsible for preparing these offers. The Receiver did not receive a response to this letter. A copy of the Receiver's letter is attached hereto as **Appendix "5"**.

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34. In accordance with the November 12 Order, the Receiver therefore made arrangements to extend the listing agreements and reduce the listing prices on November 25, 2015 as follows:
    a. Westmore Drive price reduced from $395,000 to $245,000; and
    b. Leading Road price reduced from $468,000 to $380,000.

Sale of Westmore Drive

35. The listing agent has advised the Receiver that while there has been little interest from prospective purchasers, the current listing price is reasonable. If the Receiver does not receive any significant interest in Westmore Drive by the end of January 2016 the Receiver may consider a further price reduction.

Sale of Leading Road

36. On November 11, 2015, the Receiver received an offer to purchase the Leading Road property for $350,000 ("**Offeror 1**"). This offer was included in the Bhargava Affidavit. The Receiver rejected the offer and advised Offeror 1 that the Receiver was in the process of obtaining Court approval to reduce the listing price.
37. On November 24, 2015, the day before the Receiver reduced the listing price to $380,000, Offeror 1 submitted a slightly improved offer. The offer was however still significantly lower than the proposed reduced listing price therefore the Receiver again rejected the offer.
38. On November 26, 2015 the Receiver received an offer from another interested party (the "**Purchaser**").
39. The amount of the offer was not sufficient to repay the first mortgage held by RBC and the second mortgage held by 2334224 Ontario Limited ("**233**").
40. The Receiver advised 233 that it had received an offer that was sufficient to repay the amount owing to RBC plus the Receiver's costs but was not sufficient to fully repay 233's mortgage.
41. The Receiver inquired if 233 wished to make an offer to purchase the property. The Receiver advised the offer could be a combination of cash and 233's mortgage debt but that the offer would need to include sufficient cash to pay RBC's mortgage in full

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plus the Receiver's costs. In this regard RBC's counsel provided 233 with the amount owing to RBC and the Receiver provided an estimate of its costs.

42. After numerous discussions between the Receiver and 233's respective counsel, 233 advised that it would not be making an offer.

43. The Receiver thereafter entered into negotiations with the Purchaser which resulted in the Receiver and the Purchaser finalizing a sale agreement on December 10, 2015 (the "**Leading Road Sale Agreement**") that remained subject to Court approval. The Leading Road Sale Agreement was also conditional for 10 days for the Purchaser to perform due diligence on Leading Road (the "**Condition Period**"). A full copy of the Leading Road Sale Agreement is attached hereto as **Confidential Appendix "1"**.

44. The real estate agent representing the Purchaser advised the Receiver of the existence of an Offer to Lease between New Jerusalem Church of God (the "**Leading Road Tenant**") and 2213241 Ontario Ltd. ("**221**") (the "**Offer to Lease**"). A copy of the Offer to Lease is attached hereto as **Appendix "6"**.

45. In the First Report the Receiver advised of a lease between 221 and the Leading Road Tenant. The Receiver also reported that 221 was not the owner of Leading Road and that the Receiver therefore believed that the lease was not valid.

46. The Offer to Lease contains a provision that provides the Leading Road Tenant with 3 business days to match any offer received by 221 for the sale of Leading Road (the "**First Right of Refusal**").

47. 221 is not the owner of Leading Road and is not selling Leading Road therefore the Receiver believes that the First Right of Refusal is not valid.

48. The Purchaser however requested that the Receiver obtain written assurances from the Leading Road Tenant that they would not attempt to exercise its First Right of Refusal.

49. The Receiver spoke with the Leading Road Tenant who advised that it was not willing to waive its rights in this regard and may be interested in purchasing Leading Road.

50. The Receiver had previously written to the Leading Road Tenant on November 24, 2015 asking if they were interested in purchasing Leading Road. No response was received to the Receiver's communication.

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51. The Receiver's counsel wrote to the Leading Road Tenant on Friday, December 18, 2015 advising that the Receiver had received an offer for Leading Road which it was prepared to accept and while the Receiver did not accept that the First Right of Refusal was valid, the Receiver was prepared to allow the Leading Road Tenant three business days to make a clean offer for Leading Road for an amount no less than the listing price of $380,000 (the "**December 18 Letter**"). A copy of the December 18 Letter is attached hereto as **Appendix "7"**.
52. The Leading Road Tenant did not respond to the December 18 Letter.
53. On December 23, 2015 the Receiver and the Purchaser entered into an amendment to the Leading Road Sale Agreement to attach a form of Approval and Vesting Order (the "**Amendment**"). A copy of the Amendment is attached to Leading Road Sale Agreement in **Confidential Appendix "A"**.
54. The Purchaser thereafter waived all conditions. The Receiver and the Purchaser have agreed to a closing date of January 31, 2016 subject to Court approval.
55. Details of all offers and the final selling price are attached in **Confidential Appendix "B"**.
56. Leading Road has been widely marketed and the Receiver believes that the selling price is reasonable given the listing price and the offers received from multiple interested purchasers.
57. The Receiver therefore requests that the Court approve the Leading Road Sale Agreement and authorize and direct the Receiver to close the sale of Leading Road (the "**Leading Road Sale Transaction**").

Books and Records

58. As reported in the Receiver's First Report, the Receiver had written to Mr. Bhargava's counsel advising the Receiver intention to seek an order the week of November 9, 2015 to compel Mr. Bhargava to turn over the books and records of the Companies. On November 11, 2015, Mr. Bhargava delivered certain of the Debtors' books and records to the Receiver.

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Equipment

59. As detailed in the First Report the Receiver was aware that the following equipment belonged to 221 (the "**Equipment**");
    a. 2 Conware Belt Machine and Assembly Line;
    b. 2 Sand Grinder Machines;
    c. 1 Multiple Sand Grinder Machine;
    d. 1 Hand Press Drill Machine Big;
    e. 1 Small Hand Press Drill Machine;
    f. 2 Assembly Tables;
    g. 2 Rivet Machine Foot Presses (the "**Rivet Machines**"); and
    h. 1 Power Press Machine
    i. 1 Skid wrapping machine (the "**Skid Wrapping Machine**");
    j. 1 Laser drill machine; and
    k. 1 Sky Jack machine (the "**Sky Jack**")
60. Mr. Bhargava attended at Leading Road on November 11, 2015 and identified the following equipment inside the building:
    a. 2 Conware Belt Machine and Assembly Line;
    b. 2 Sand Grinder Machine;
    c. 1 Multiple Sand Grinder Machine;
    d. 1 Hand Press Drill Machine Big;
    e. 1 Small Hand Press Drill Machine;
    f. 2 Assembly Tables;
    g. 1 Power Press Machine; and
    h. 2 Laser drill machines (the "**Laser Drills**").
61. In the First Report the Receiver reported that Mr. Bhargava provided RBC with an invoice from Tony Supply and Demand Inc. (the "**Tony Supply Invoice**") in support of 221's application for financing from RBC. A copy of the Tony Supply Invoice is attached hereto as **Appendix "8"**.
62. The Tony Supply Invoice does not list manufacturer or serial numbers for most of the items on the invoice.

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63. In the First Report the Receiver also advised that the address for Tony Supply Inc. on the Tony Supply Invoice is a residential address and that this property has sold since date on the Tony Supply Invoice.

64. On January 6, 2016, the Receiver therefore wrote to Tony Supply Inc. at the address listed on its corporate profile requesting further details of the supposed sale to 221. The Receiver has not yet received a response to this letter.

Laser Drills

65. Mr. Bhargava identified two drill presses located at Leading Road as the Laser Drills. Similar drill presses can currently be purchased at Home Depot for $169. According to the Tony Supply Invoice, 221 paid $25,900 for each of the Laser Drills in November 2010.

66. The Receiver believes that the drill presses identified by Mr. Bhargava are either not the Laser Drills or the value on the Tony Supply Invoice was inflated.

Sky Jack

67. On November 12, 2015, Mr. Bhargava delivered a 2002 JLG Model 3246E2 scissor lift (the "**Scissor Lift**") to the Receiver that he claimed was the Sky Jack. The Receiver arranged for a liquidator to inspect the Sky Jack and provide an opinion of its value. The liquidator advised that machine was non-operational, was missing a battery charger and the key and had evidently been stored outside for a considerable length of time and was therefore in very bad condition. The liquidator estimated that in its current condition the Scissor Lift only has scrap value and that a new Scissor Lift would be cost between $15,000 and $18,000. According to the Tony Supply Invoice, 221 paid $27,950 for the Sky Jack in November 2010.

68. The Receiver believes that the Scissor Lift delivered by Mr. Bhargava is either not the Sky Jack or the value on the Tony Supply Invoice was inflated.

Skid Wrapping Machine

69. On December 8, 2015, Mr. Bhargava delivered a Weldotron shrink tunnel (the "**Shrink Tunnel**") to the Receiver that he claimed was the Skid Wrapping Machine.

The Receiver arranged for a liquidator to inspect the Shrink Tunnel and provide an opinion of its value. The liquidator estimated that the Shrink Tunnel is currently worth between $500 and $1,000 and that a new Shrink Tunnel would cost between $8,000 and $12,000. According to the Tony Supply Invoice, 221 paid $28,500 for this machine in November 2010.

70. The Receiver believes that the Shrink Tunnel delivered by Mr. Bhargava is either not the Skid Wrapping Machine or the value on the Tony Supply Invoice was inflated.

Rivet Machines

71. On December 8, 2015, Mr. Bhargava delivered two rivet machines to the Receiver that he claimed were the Rivet Machines. The Receiver arranged for a liquidator to inspect the machines delivered by Mr. Bhargava and provide an opinion of their value. The liquidator advised that the machines were non-operational as they were missing several critical components and while the machines had very recently been repainted they only had scrap value. The liquidator further advises that new similar these machines cost between $3,000 and $4,000. According to the Tony Supply Invoice, 221 paid $14,600 for each of the Rivet Machines in November 2010.

72. The Receiver believes that the rivet machines delivered by Mr. Bhargava are either not the Rivet Machines or the value on the Tony Supply Invoice was inflated.

Summary

73. The Receiver intends to engage a liquidator to sell the equipment in its possession shortly but does not anticipate any significant recovery.

74. The Receiver does not believe that Mr. Bhargava has delivered the Equipment to the Receiver but has rather delivered equipment that appears similar in description. The Receiver therefore continues its investigation into the location of the Equipment and the valuation of equipment listed on the Tony Supply Invoice.

Grant Thornton

PROFESSIONAL FEES

75. The Receiver and its legal counsel have maintained detailed records of their professional time and costs since the Receivership Order was granted.

76. Pursuant to paragraph 17 of the Receivership Order, the Receiver and its legal counsel shall be paid their reasonable fees and disbursements. In addition, the Receiver and counsel to the Receiver were granted a first charge on the assets of the Debtors as security for such fees and disbursements.

77. The total fees of the Receivership during the period from September 2, 2015 to December 31, 2015 amount to $48,196.49 together with HST in the amount of $6,265.54 totalling $54,462.02. Time spent by the Receiver is more particularly described in the affidavit of Jacob Wiebe, Senior Vice-President of Grant Thornton Limited having carriage of this proceeding as the Receiver, sworn January 13, 2016 in support hereof, a copy of which is attached hereto as **Appendix "9"**.

78. The total legal fees incurred by the Receiver during the receivership for services provided to the Receiver by Lerners LLP ("**Lerners**") during the period from September 19, 2015 to December 22, 2015 amount to $36,063.00 plus HST. Time spent by Lerners is more particularly described in the affidavit of Shannon Puddister sworn January 13, 2016 in support hereof, a copy of which is attached hereto as **Appendix "10"**.

79. The Receiver believes that the fees described in the fee affidavits are fair and reasonable and respectfully requests that the Court approve same.

CONFIDENTIAL INFORMATION

80. The Receiver is of the view that the Confidential Appendices "1" and "2" should remain sealed until the earlier of the completion of the Leading Road Sale Transaction or further order of the Court as the information contained therein is

Grant Thornton

commercially sensitive and could prejudice the sale process. In the absence of a sealing order, potential purchasers would have access to the bidding history and the price accepted by the Receiver, which may adversely affect the realizations in the event that the Leading Road Sale Transaction fails to close.

81. The Receiver does not believe that any party will suffer prejudice if the information in Confidential Appendices are sealed in this manner.

RELIEF REQUESTED

82. Based upon the foregoing, the Receiver respectfully requests that the Court issue an order for the relief set out in paragraph 13 hereof.

All of which is respectfully submitted,

GRANT THORNTON LIMITED
as Court appointed Receiver of
Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.

Per:

Jake Wiebe, CPA, CA, CIRP
Senior Vice President

APPENDIX “5”

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY THE 22ND
	)	
JUSTICE MESBUR	)	DAY OF JANUARY, 2016

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and –

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

Defendants

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 Lighting Limited and 2213240 Ontario Inc. (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 2121578 Ontario Inc. (the "**Purchaser**") dated November 26, 2015 and appended to the Second Report of the Receiver dated January 13, 2016 (the "**Report**"), and vesting in the Purchaser the Debtor's 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 Applicant, the Purchaser and all others appearing,~~ no one appearing for any other person on the service list, although properly served as appears from the affidavit of Marisa Galloro sworn January 13, 2016 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 Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement 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 Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

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 Debtor and shall not be void or voidable by creditors of the Debtor, 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 Report (including the Confidential Appendices as hereinafter defined) and the activities of the Receiver contained therein be and are hereby approved.

9. THIS COURT ORDERS that confidential appendices "A" and "B" of the Report (the "**Confidential Appendices**") be and are hereby sealed until the earlier of: (i) the closing date of the Sale Agreement; or (ii) further Order of the Court.

10. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the fee affidavits contained therein, are hereby approved.

11. 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.

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

JAN 22 2016

Schedule A – Form of Receiver's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and –

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

Defendants

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 Lighting Limited and 2213240 Ontario Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's 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 section 11 of Schedule "A" to 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 section 11 of Schedule "A" to 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: 50 Leading Road, Unit 2, Toronto, ON

Legal Description: Unit 16, Level 1, Toronto Standard Condominium Plan No. 1646 and its appurtenant interest. The description of the condominium property is: part of Lot 40, Con. 2 Fronting the Humber Parts 1 on Plan 21290; s/t as set out in Declaration AT-675476, 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 $301,000 registered as instrument no. AT3093221.

Notice of Assignment of General Rents registered as instrument AT3093232.

Charge/Mortgage in favour of 2334224 Ontario Limited in the amount of $250,000 registered as instrument no. AT3475899.

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

Condominium Lien by Toronto Standard Condominium Corporation No. 1646 in the amount of $4,899 registered as instrument no. AT3959202.

Court Order filed by Grant Thornton Limited registered as instrument no. AT4014885.

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

(unaffected by the Vesting Order)

NIL

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

LERNERS LLP
130 Adelaide Street West
Suite 2400
Toronto, ON
M5H 3P5

Domenico Magisano LSUC#: 45725E
Tel: 416.601.4121
Fax: 416.601.4123
E-mail: dmagisano@lerners.ca

Lawyers for the Receiver

3592846.1

APPENDIX “6”

Wiebe, Jake

From: Oros, Jan
Sent: Tuesday, September 27, 2016 11:23 AM
To: 'Sundeep Bhargava'
Cc: Wiebe, Jake
Subject: RE: Claim Amber Lighting

Hi Sunny,

Thank you for your email below and call from last night.

Regarding your $ 100,000 offer on the Westmore unit, as advised yesterday, the offer is too low and therefore is not being accepted.

Regarding the banquet hall claim, what offer are you proposing to purchase this claim? Let us know.

Thanks

Jan Oros | Manager
Grant Thornton Limited
11th Floor | 200 King Street West | Box 11 | Toronto | ON | M5H 3T4 T +1 416 360 5023 | C +1 416 899 2717 | F +1 416 360 4949 E Jan.Oros@ca.gt.com | W http://www.grantthornton.ca/

-----Original Message-----
From: Sundeep Bhargava [mailto:amberliteinc@me.com]
Sent: Monday, September 26, 2016 5:27 PM
To: Oros, Jan
Subject: Claim

Hi Jan Guleph banquet hall The amount claimed is 131536.43 Thanks Sunny 4168262962

APPENDIX “7”

BILL OF SALE

THIS INDENTURE made the 25th day of April, 2016.

Between:

GRANT THORNTON LIMITED, in its capacity as court appointed receiver of the assets, undertakings, and properties of **AMBER LITE INC., AMBER LIGHTING LIMITED AND 2213240 ONTARIO INC.** ("**221 Ontario**" collectively with Amber Lite Inc. and Amber Lighting Limited, the "**Debtors**" and each a "**Debtor**") and not in its personal or corporate capacities (the "**Vendor**")

- and -

B & G Property Management (if applicable, a corporation formed under the laws of Ontario) (the "**Purchaser**", along with the Vendor, the "**Parties**")

Whereas:

A. Pursuant to an Order of the Ontario Superior Court of Justice made September 22, 2015 (Court File No. CV-15-11072-CL), the Vendor was appointed as the receiver of the assets, undertakings, and properties of the Debtors;

B. The assets or properties of the Debtor, 221 Ontario, which include a judgment of the Honourable Justice Woollcombe of the Superior Court of Justice dated June 12, 2015 (Court File No. CV-12-04053-SR) ordering the defendant Ravi Chopra ("**Mr. Chopra**") to pay to 221 Ontario as plaintiff the sum of $55,000, together with prejudgment interest fixed in the sum of $2,826.69, for a total of $57,826.69 (the "**Judgment**"); and

C. The Judgment is currently under appeal to the Court of Appeal for Ontario (Court of Appeal File No. C60724), scheduled to be heard on May 2, 2016 (the "Appeal", and together with the Judgment, are the "**Purchased Asset**").

Now Therefore This Indenture Witnesses that for good and valuable consideration paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows.

1. The Vendor hereby bargains, sells, assigns, transfers and sets over unto the Purchaser, its successors and assigns, all of the right, title and interest, if any, of the Vendor in and to the Purchased Asset.

2. The Purchaser acknowledges and confirms that the Purchased Asset is being purchased on an "as is, where is" basis without recourse and that the Vendor has made no representations, warranties, statements or promises and has not agreed to any condition

with respect to the Purchased Asset, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded.

3. The Purchaser agrees to pay to the Vendor by way of certified cheque or bank draft the sum of $ 7500.00 (the "**Purchase Price**"), plus all applicable provincial tax and federal tax or harmonized sales tax and all other transfer taxes payable upon and in connection with the sale and transfer of the Purchased Asset by the Vendor (collectively, the "**Taxes**").

4. The Purchaser has provided to the Vendor's counsel a certified cheque for the Purchase Price (the "**Certified Cheque**") which shall be held in escrow pending execution of this Bill of Sale by the Vendor. Once this Bill of Sale is executed by the Vendor and returned to the Purchaser, the Certified Cheque shall be released from escrow and presented to the Vendor as payment of the Purchase Price.

5. If the Vendor does not execute this Bill of Sale, the Certified Cheque shall be returned to the Purchaser's counsel at the following address 201 County Court Blvd. Brampton, Ontario L6W 4L2 as soon as practical, and in any event, no later than May 1, 2016.

6. The Purchaser acknowledges and agrees that it shall advise Mr. Chopra and/or his counsel that they have acquired the Vendor's interest in the Purchased Asset and further agrees that any costs, penalties, damages, liabilities or other losses incurred by the Purchaser on account of pursuing the Judgment and/or responding to the Appeal are strictly for the Purchaser's account and that the Vendor shall have no liability for same. The Purchaser further acknowledges and agrees that the Vendor (or its counsel) may advise Mr. Chopra and his counsel of same.

7. The Purchaser agrees to indemnify and save the Vendor harmless from any costs, expenses or damages suffered by the Vendor as a result of the Purchaser's actions in completing this Bill of Sale and/or pursuing the Judgment. This indemnity includes, but is not limited to:

   i. the failure by the Purchaser to pay the Taxes exigible in connection with this transaction;

   ii. any costs awarded by any court of competent jurisdiction with respect to the Judgment and/or the Appeal (inclusive of disbursements and HST); and

   iii. any other claims or demands made against the Vendor resulting from the Purchaser's actions in completing this Bill of Sale, pursuing the Judgment, and/or responding to the Appeal

8. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

9. This Bill of Sale shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. This Bill of Sale may be executed in counterparts, and if so executed all counterparts when taken together shall comprise one and the same instrument and facsimile and electronic copies of signatures shall be treated as originals for all purposes.

The Vendor executes this Bill of Sale solely in its capacity as receiver of the Debtors with no personal or corporate liability on the part of Grant Thornton Limited, whether in contract, tort or otherwise.

In Witness Whereof this Bill of Sale has been executed by the parties hereto.

GRANT THORNTON LIMITED, in its capacity as court appointed receiver of assets, undertakings, and properties of **AMBER LITE INC., AMBER LIGHTING LIMITED AND 2213240 ONTARIO INC.**, and not in its personal or corporate capacities (VENDOR)

Witness

By:
Name: [signature]
Title: Senior Vice President

(PURCHASER)

Witness GITA AMRITHA SINGH

By: B & G PROPERTY MANAGEMENT
Name: BHEJAI SINGH
Title: PRESIDENT

APPENDIX “8”

BILL OF SALE

THIS INDENTURE made the 4th day of January, ~~2016.~~ 2017

Between:

GRANT THORNTON LIMITED, in its capacity as court appointed receiver of the assets, undertakings, and properties of **AMBER LITE INC., AMBER LIGHTING LIMITED AND 2213240 ONTARIO INC.** ("**221 Ontario**" collectively with Amber Lite Inc. and Amber Lighting Limited, the "**Debtors**" and each a "**Debtor**") and not in its personal or corporate capacities (the "**Vendor**")

- and -

Nelco LED Limited.,
(if applicable, a corporation formed under the laws of ______________________) (the "**Purchaser**", along with the Vendor, the "**Parties**")

Whereas:

A. Pursuant to an Order of the Ontario Superior Court of Justice made September 2, 2015 (Court File No. CV-15-11072-CL), the Vendor was appointed as the receiver of the assets, undertakings, and properties of the Debtors;

B. The assets or properties of the Debtors include a claim by Amber Lite Inc. ("**ACI**") commenced in Guelph, Ontario and bearing court file number 44/13 (the "**Claim**"). A copy of the Claim is attached as **Schedule "A"**; and

C. The Defendants, listed in the claim are 2200077 Ontario Ltd., 1813132 Ontario Inc., 1832021 Ontario Ltd., Charnjit Singh Channi, Aurel Pauser, Paul Varinder Chowdhry, Tara Singh and Libro Credit Union Limited (the "**Defendants**").

D. The Vendor has received an expression of interest to purchase the Claim.

Now Therefore This Indenture Witnesses that for good and valuable consideration paid by the Purchaser to the Vendor (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows.

1. The Vendor hereby bargains, sells, assigns, transfers and sets over unto the Purchaser, its successors and assigns, all of the right, title and interest, if any, of the Vendor in and to the Claim (the "**Purchased Asset**").

2. The Purchaser acknowledges and confirms that the Purchased Asset is being purchased on an "as is, where is" basis without recourse and that the Vendor has made no representations, warranties, statements or promises and has not agreed to any condition with respect to the Purchased Asset, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, all of which are expressly excluded.

Without limiting the generality of the foregoing, the Vendor makes no representation or warranty about the existence or validity of the Claim, any defence the Defendants have or may have had to the Claim; any counterclaims that may have been advanced by the Defendants, or others; and/or any third party claim or proceedings brought by, or against ALI regarding the issues raised in the Claim.

3. The Purchaser agrees to pay to the Vendor by way of certified cheque or bank draft the sum of $ 5000 | - (the "**Purchase Price**"), plus all applicable provincial tax and federal tax or harmonized sales tax and all other transfer taxes payable upon and in connection with the sale and transfer of the Purchased Asset by the Vendor (collectively, the "**Taxes**").

4. The Purchaser has provided to the Vendor's counsel a certified cheque for the Purchase Price (the "**Certified Cheque**") which shall be held in escrow pending execution of this Bill of Sale by the Vendor. Once this Bill of Sale is executed by the Vendor and returned to the Purchaser, the Certified Cheque shall be released from escrow and presented to the Vendor as payment of the Purchase Price (the "**Closing Date**").

5. If the Vendor does not execute this Bill of Sale, it shall destroy the Certified Cheque seven (7) days following the Closing Date.

6. The Purchaser acknowledges and agrees that it shall advise the Defendants and/or their counsel that they have acquired the Vendor's interest in the Purchased Asset and further agree that any costs, penalties, damages, liabilities or other losses incurred by the Purchaser on account of pursuing the Claim are strictly for the Purchaser's account and that the Vendor shall have no liability for same. The Purchaser further acknowledges and agrees that the Vendor (or its counsel) may advise the Defendants and/or their counsel of same.

7. The Purchaser agrees to indemnify and save the Vendor harmless from any costs, expenses or damages suffered by the Vendor as a result of the Purchaser's actions in completing this Bill of Sale and/or pursuing the Claim. This indemnity includes, but is not limited to:

   i. the failure by the Purchaser to pay the Taxes exigible in connection with this transaction;

   ii. any costs awarded by any court of competent jurisdiction with respect to the Claim (inclusive of disbursements and HST); and

   iii. any other claims or demands made against the Vendor resulting from the Purchaser's actions in completing this Bill of Sale, and/or pursuing the Claim.

8. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada as applicable.

9. This Bill of Sale shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. This Bill of Sale may be executed in counterparts, and if so executed all counterparts when taken together shall comprise one and the same instrument and facsimile and electronic copies of signatures shall be treated as originals for all purposes.

The Vendor executes this Bill of Sale solely in its capacity as receiver of the Debtors with no personal or corporate liability on the part of Grant Thornton Limited, whether in contract, tort or otherwise.

In Witness Whereof this Bill of Sale has been executed by the parties hereto.

GRANT THORNTON LIMITED, in its capacity as court appointed receiver of assets, undertakings, and properties of **AMBER LITE INC., AMBER LIGHTING LIMITED AND 2213240 ONTARIO INC.**, and not in its personal or corporate capacities

Witness

By:
Name:
Title: Senior Vice President

NELCO LED LIMITED
(PURCHASER)

Witness

By: Ankit Bhargava
Name:
Title: President

APPENDIX “9”

IN THE MATTER OF THE RECEIVERSHIP OF
AMBER LIGHTING LIMITED, AMBER LITE INC. AND 2213240 ONTARIO INC.
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO
RECEIVER'S FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT JANUARY 19, 2017

	Amber Lighting Limited	Amber Lite Inc.	2213240 Ontario Inc.	Total
Receipts				
Advance from Amber Lighting Limited	$ -	$ 380.75	$ 380.75	761.50
Sale of real property	380,000.00			380,000.00
Accounts receivable		5,000.00	7,500.00	12,500.00
Collection of rent	36,062.26			36,062.26
Sale of equipment			2,152.34	2,152.34
HST collected	4,428.06		-	4,428.06
Interest	1,055.02		4.58	1,059.60
Total Receipts	**$ 421,545.34**	**$ 5,380.75**	**$ 10,037.67**	**436,963.76**
Disbursements				
Filing fees paid to Official Receiver	$ 70.00	$ 70.00	$ 70.00	$ 210.00
License fee	275.00	275.00	275.00	825.00
Transfer to Amber Lite Inc.	380.75			380.75
Transfer to 2213240 Ontario Inc.	380.75			380.75
Utilities	1,311.59			1,311.59
Maintenance	1,615.00			1,615.00
Security	6,242.60			6,242.60
Insurance	4,509.00			4,509.00
HST paid	4,843.01	35.75	35.75	4,914.51
Appraisal fees	5,403.59			5,403.59
Commission	15,200.00			15,200.00
Property taxes	15,338.44			15,338.44
Condominium fees	18,778.01			18,778.01
Payment of HST Trust Claim		5,000.00		5,000.00
Receiver's fees	91,540.04			91,540.04
HST on Receiver's fees	11,900.20			11,900.20
Legal Fees	69,848.37			69,848.37
HST on Legal Fees	9,421.70			9,421.70
Final Fees	15,000.00			15,000.00
HST on Final Fees	1,950.00			1,950.00
Total Disbursements	**$ 274,008.05**	**$ 5,380.75**	**$ 380.75**	**279,769.55**
Funds Available for Distribution	**$ 147,537.29**	**$ -**	**$ 9,656.92**	**157,194.21**
Proposed distribution to RBC	147,537.29		9,656.92	157,194.21

APPENDIX “10”

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

AFFIDAVIT OF JACOB WIEBE

I, **JACOB WIEBE**, of the Town of Uxbridge, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am Senior Vice President of Grant Thornton Limited, ("**GTL**") which was appointed as Receiver of the Respondents in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe such to be true.

2. Attached and marked as Exhibit "A" to this my affidavit is a true copy of the detailed billing setting out the fees and disbursements (including HST) of GTL incurred in its role as Receiver from January 1, 2016 to December 31, 2016, in the total amount of $43,343.54, plus HST, and such is summarized on Exhibit "B" to this my affidavit.

3. Given the complexity of this insolvency matter, I believe the hourly rates and the total amount of fees are reasonable and comparable for insolvency services of this nature rendered by other firms in the City of Toronto.

4. The hours spent on this matter and disbursements incurred by GTL are outlined in detail in Exhibits "**A**" and "**B**" and I believe were reasonable and appropriate in the circumstances.

5. This affidavit is sworn in connection with the approval of the fees and disbursements of GTL and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this ~~17th~~ 18th day of January, 2017

Jacob Wiebe

Commissioner for Taking Affidavits, etc.

Jonathan David Krieger,
a Commissioner, etc., Province of Ontario
for Grant Thornton Limited.
Expires January 03, 2020.

Exhibit "A" to the Affidavit of Jacob Wiebe, sworn before me this ~~17~~ 18th day of January, 2017.

Commissioner for Taking Affidavits, etc.
Jonathan David Krieger,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires January 03, 2020.

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-1929

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from January 1, 2016 to January 31, 2016.

Date	Description	Hours
January 4, 2016	Jake Wiebe	
	• Finalize draft second report and send to counsel for comment.	3.70 hours
January 4, 2016	Jan Oros	
	• Review draft 2nd report to court, follow up with real estate agent for Westmore on status of property and follow up with Platinum and values of the equipment.	0.40 hours
January 5, 2016	Jan Oros	
	• Review emails from J. Wiebe and counsel on 2nd report, provide requested info needed for the report.	0.50 hours

January 6, 2016	**Jan Oros**		
	•	Review emails regarding court report.	0.10 hours
January 7, 2016	**Jake Wiebe**		
	•	Review Sunny PB notice; Email with RBC re: Sunny PB.	0.30 hours
January 7, 2016	**Jan Oros**		
	•	Review emails from counsel/J. Wiebe regarding 2nd report, respond to allocation of rents received and review tenant at 50 leading calculation for utility re imbursement.	0.25 hours
January 7, 2016	**Rosa Wilford**		
	•	Follow instructions, receipts, posting entries, disbursements and general banking administration.	0.25 hours
January 7, 2016	**Valerie Naccarato**		
	•	Deposit at bank.	0.10 hours
January 8, 2016	**Jake Wiebe**		
	•	Call with counsel re: PB of Sunny.	0.10 hours
January 8, 2016	**Jan Oros**		
	•	Contact trustee in bankruptcy for debtor to obtain creditor package, obtain Condo Corp information for Westmore property and send to realtor, send payment request to R. Wilford for condo fees.	0.25 hours
January 11, 2016	**Rosa Wilford**		
	•	Follow instructions from team, phone call, disbursements, receipts, posting entries and general banking administration.	0.75 hours
January 11, 2016	**Valerie Naccarato**		
	•	General banking administraiton.	0.10 hours
January 12, 2016	**Jake Wiebe**		
	•	Review comments on report from counsel; Finalize report.	4.40 hours
January 12, 2016	**Rosa Wilford**		
	•	Scan and save documents on server.	0.25 hours

January 13, 2016	**Jake Wiebe**	
	• Finalize and sign report and affidavit and send to counsel to serve.	1.20 hours
January 13, 2016	**Jan Oros**	
	• Review correspondence from CRA, review emails from debtor and provide response, discuss file with J. Wiebe.	0.45 hours
January 13, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.25 hours
January 14, 2016	**Jan Oros**	
	• Review email from Condo Corp, forward to counsel for review.	0.25 hours
January 21, 2016	**Jake Wiebe**	
	• Email correspondence with Leading Road buyers agent re: court approval and closing; Email to counsel re: closing documents.	0.40 hours
January 22, 2016	**Jake Wiebe**	
	• Attend court motion for approval of sale of Leading Road.	2.00 hours
January 22, 2016	**Jan Oros**	
	• Discuss removal of contents with J. Wiebe, follow up with platinum to remove inventory form 50 Leading to close sale.	0.30 hours
January 22, 2016	**Rosa Wilford**	
	• Review and reconcile December 2015 bank statements; Follow instructions, disbursements, cheques and general banking administration.	0.30 hours
January 25, 2016	**Jan Oros**	
	• Review emails from Platinum on cleaning of 50 Leading road, review listing agreement extension for Westmore property.	0.25 hours
January 26, 2016	**Jan Oros**	
	• Review paperwork provided by debtor to respond to CRA information on HST review, contact auditor with update.	0.50 hours

January 27, 2016	**Jake Wiebe**	
	• Extend Westmore listing agreement.	0.20 hours
January 27, 2016	**Jan Oros**	
	• Send realtor listing extension and price reduction, follow up with platinum on disposal of assets and cleanup of warehouse at 50 Leading Road, advise tenant of access required to warehouse area and to not block overhead doors, prepare 246(2) notice and SRD for December 31, 2015.	1.00 hours
January 28, 2016	**Jake Wiebe**	
	• Email correspondence with counsel and agents re: closing.	1.20 hours
January 28, 2016	**Jan Oros**	
	• Respond to counsel inquiries related to closing, follow up with property manager to release keys to purchaser.	0.20 hours
January 29, 2016	**Jake Wiebe**	
	• Email correspondence with counsel and agents re: closing.	0.60 hours
January 29, 2016	**Jan Oros**	
	• Respond to counsel inquiries related to closing, follow up with property manager to release keys to purchaser.	0.50 hours

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Time Charges and Expenses:

J. Wiebe, Senior Vice President	14.10	hours @	$ 495.00	per hour	$ 6,979.50
J. Oros, Manager	4.95	hours @	$ 252.00	per hour	$ 1,247.40
R. Wilford, Manager	1.80	hours @	$ 202.51	per hour	$ 364.52
V. Naccarato, Analyst	0.20	hours @	$ 108.00	per hour	$ 21.60
	21.05				$ 8,613.02
5% Technology and Administration					$ 430.65
					$ 9,043.67
HST					$ 1,175.68
Total Invoice Due					**$ 10,219.35**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-1983

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from February 1, 2016 to February 29, 2016.

Date	Description	Hours
February 1, 2016	**Jan Oros**	
	• Review emails from counsel regarding closing.	0.10 hours
February 2, 2016	**Rosa Wilford**	
	• Follow instructions from team, setup disbursements and general banking administration.	0.25 hours
February 3, 2016	**Jan Oros**	
	• Review invoice and auction agreement from Platinum, discuss same with Platinum, prepare voucher to pay expenses.	0.25 hours

February 3, 2016	**Rosa Wilford**	
	• Follow instructions from team, receipts, posting entries, disbursements, cheques and general banking administration.	1.50 hours
February 4, 2016	**Jan Oros**	
	• Call with tenant at 50 Leading regarding February rent to collect by receiver as credit given to purchaser on SOA, follow up with counsel to resolve issue.	0.25 hours
February 4, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.50 hours
February 4, 2016	**Valerie Naccarato**	
	• General banking administration.	0.10 hours
February 5, 2016	**Rosa Wilford**	
	• Follow instructions from team, review account, posting disbursement, cheque and general banking administration.	0.25 hours
February 8, 2016	**Jan Oros**	
	• Review website info posting and request update for January 22, 2016 court hearing.	0.25 hours
February 9, 2016	**Jan Oros**	
	• Review information posted on website is up to date.	0.15 hours
February 10, 2016	**Jake Wiebe**	
	• Review and finalize s. 246(2) report.	1.10 hours
February 10, 2016	**Jan Oros**	
	• Provide banking instruction for rent chq received, send email to tenant at 50 Leading acknowledgement from purchaser of who January 28, 2016 rent was payable to.	0.15 hours
February 10, 2016	**Rosa Wilford**	
	• Follow email instructions, receipts, posting entries and general banking administration.	0.20 hours

February 10, 2016	**Valerie Naccarato**	
	• General banking administration.	0.10 hours
February 12, 2016	**Rosa Wilford**	
	• Review and approve January 2016 estate balances.	0.30 hours
February 18, 2016	**Jake Wiebe**	
	• Discussion with Bank re: Westmore Drive; Call to new listing agent; Discussion with J. Oros re: paperwork to change listing agents.	1.10 hours
February 22, 2016	**Jan Oros**	
	• Call from new owner of 50 Leading, provide banking instructions to R. Wilford for balance of funds received on 50 Leading sale.	0.15 hours
February 22, 2016	**Rosa Wilford**	
	• Review account, prepare disbursements, cheque and general banking administration; Scan and save documents on server.	0.40 hours
February 22, 2016	**Valerie Naccarato**	
	• General banking administration.	0.10 hours
February 24, 2016	**Jan Oros**	
	• Send details to new agent to prepare listing agreement for Westmore.	0.20 hours
February 25, 2016	**Jan Oros**	
	• Call with new listing agent for the listing information and details on the unit.	0.25 hours
February 29, 2016	**Jake Wiebe**	
	• Review and sign new listing agreement for Westmore.	1.00 hours
February 29, 2016	**Jan Oros**	
	• Forward signed listing agreement to new agent, send her email with information on current tenant and condo affairs including budget.	0.35 hours

Grant Thornton

February 29, 2016 **Rosa Wilford**

- Follow email instructions, review account, disbursements, cheque and general banking administration. 0.25 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	3.20	hours @	$ 495.00	per hour	$	1,584.00
J. Oros, Manager	2.10	hours @	$ 252.00	per hour	$	529.20
R. Wilford, Manager	3.65	hours @	$ 202.50	per hour	$	739.14
V. Naccarato, Analyst	0.30	hours @	$ 108.00	per hour	$	32.40
	9.25				$	2,884.74
5% Technology and Administration					$	144.24
					$	3,028.98
Disbursement (courier)					$	13.80
Subtotal Time and Disbursements					$	3,042.78
HST					$	395.56
Total Invoice Due					**$**	**3,438.34**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2041

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from March 1, 2016 to March 31, 2016.

Date	Description	Hours
March 1, 2016	**Jake Wiebe**	
	• Review and sign MLS listing forms.	0.30 hours
March 1, 2016	**Jan Oros**	
	• Review/respond to emails from agent.	0.10 hours
March 2, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.10 hours

March 3, 2016	**Jan Oros**		
	•	Review status of rent collected from sold unit, follow up with liquidator on sale of assets, review letter from CRA and discuss outstanding balance with J.Wiebe.	0.25 hours
March 3, 2016	**Rosa Wilford**		
	•	Follow instructions from team, correspondences with Bank, review account for returned items, email, disbursements, cheque and general banking administration.	0.50 hours
March 4, 2016	**Jan Oros**		
	•	Review sale report of assets sold in auction.	0.10 hours
March 7, 2016	**Valerie Naccarato**		
	•	Deposit at bank.	0.10 hours
March 8, 2016	**Rosa Wilford**		
	•	Follow instructions from team, posting disbursements, cheque and general banking administration.	0.20 hours
March 9, 2016	**Rosa Wilford**		
	•	Scan and save documents on server.	0.20 hours
March 10, 2016	**Rosa Wilford**		
	•	Receipts, posting entries and general banking administration; Review and approve February 2016 estate balances.	0.50 hours
March 10, 2016	**Valerie Naccarato**		
	•	Deposit at Bank.	0.10 hours
March 15, 2016	**Jan Oros**		
	•	Provide deposit details on assets sold at auction; follow up with agent to see any interest in the property.	0.20 hours
March 15, 2016	**Rosa Wilford**		
	•	Review and follow email instructions from team, receipts, posting entries and general banking administration; Scan and save documents on server.	0.40 hours

March 16, 2016	**Jan Oros**	
	• Review update from realtor, discuss file with J.Wiebe, request payment of insurance coverage extension.	0.15 hours
March 16, 2016	**Rania Erian**	
	• Deposit at bank.	0.10 hours
March 16, 2016	**Rosa Wilford**	
	• Follow email instructions, disbursements, cheque and general banking administration; Scan and save documents on server.	0.40 hours
March 17, 2016	**Jan Oros**	
	• File HST returns outstanding.	0.15 hours
March 17, 2016	**Rosa Wilford**	
	• Disbursements, cheque and general banking administration; Scan and save documents on server.	0.35 hours
March 28, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.10 hours
March 29, 2016	**Rosa Wilford**	
	• Review accounts, correspondences with Bank, team, follow instructions, letter and general banking administration	0.50 hours
March 30, 2016	**Jan Oros**	
	• Issue payments on expenses, discuss sale of Westmore property with J.Wiebe, return call received from creditor.	0.25 hours
March 30, 2016	**Rosa Wilford**	
	• Email correspondence with Bank, purchase GIC term deposit, and general banking administration.	0.20 hours
March 31, 2016	**Jan Oros**	
	• Review email from counsel, review email from realtor.	0.15 hours

March 31, 2016	**Rosa Wilford**	
	• Review account, correspondences to and from Bank, update GIC schedule, posting entries, term deposits, reports, emails and general banking administration.	0.40 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	0.30	hours @	$ 495.00	per hour	$ 148.50
J. Oros, Manager	1.35	hours @	$ 252.00	per hour	$ 340.20
R. Wilford, Manager	3.85	hours @	$ 202.50	per hour	$ 779.63
R. Erian, Analyst	0.10	hours @	$ 108.00	per hour	$ 10.80
V. Naccarato, Analyst	0.30	hours @	$ 108.00	per hour	$ 32.40
	5.90				$ 1,311.53
5% Technology and Administration					$ 65.58
Subtotal Time					$ 1,377.11
HST					$ 179.02
Total Invoice Due					**$ 1,556.13**

Grant Thornton

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

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2124

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from April 1, 2016 to April 30, 2016.

Date	Description	Hours
April 1, 2016	**Jake Wiebe**	
	• Review email and discussion with counsel re: appeal.	0.50 hours
April 1, 2016	**Jan Oros**	
	• Review lawsuit materials received from counsel for the debtor and provide comment, call with realtor regarding sale of Westmore.	0.25 hours
April 1, 2016	**Rosa Wilford**	
	• Follow email instructions; Prepare disbursements, entries, cheque and general banking administration.	0.25 hours

April 4, 2016	**<u>Jan Oros</u>**		
	•	Email from realtor.	0.10 hours
April 4, 2016	**<u>Rosa Wilford</u>**		
	•	Scan and save documents on server.	0.20 hours
April 6, 2016	**<u>Jan Oros</u>**		
	•	Review emails, calls with agent, discuss file with J. Wiebe.	0.25 hours
April 6, 2016	**<u>Rosa Wilford</u>**		
	•	Scan and save documents on server.	0.10 hours
April 7, 2016	**<u>Rosa Wilford</u>**		
	•	Review GIC term deposits, update March 2016 schedule and general banking administration.	0.20 hours
April 8, 2016	**<u>Jake Wiebe</u>**		
	•	Review and sign price amending agreement.	0.10 hours
April 8, 2016	**<u>Jan Oros</u>**		
	•	Review emails from counsel, forward listing amendment to broker.	0.40 hours
April 8, 2016	**<u>Rosa Wilford</u>**		
	•	Review and approve Bank Reconciliation Report for March 2016.	0.30 hours
April 13, 2016	**<u>Jan Oros</u>**		
	•	Review emails from counsel, review email from condo property manager for access for fire systems annual check.	0.15 hours
April 13, 2016	**<u>Rosa Wilford</u>**		
	•	Receipts, posting entries and general banking administration.	0.20 hours
April 14, 2016	**<u>Jan Oros</u>**		
	•	Respond to call from tenant regarding collection action from city of Toronto for tax arrears, send bailiff notice of receivership.	0.15 hours

April 15, 2016	**Rosa Wilford**		
	•	Scan and save documents on server.	0.10 hours
April 18, 2016	**Jan Oros**		
	•	Call with creditor with pending litigation with Amber Lif, send them info and website link for court materials.	0.25 hours
April 18, 2016	**Rosa Wilford**		
	•	Review estate bank account in preparation of Directive 5R4.	0.30 hours
April 19, 2016	**Jan Oros**		
	•	Review emails from counsel.	0.10 hours
April 19, 2016	**Rosa Wilford**		
	•	Follow instructions, prepare disbursements, cheque and general banking administration; scan and save documents on server.	0.30 hours
April 20, 2016	**Jake Wiebe**		
	•	Prepare for and attend call with counsel re: Queen Street property and two statements of claim.	1.20 hours
April 20, 2016	**Jan Oros**		
	•	Conference call with counsel and J. Wiebe to discuss pending litigation claims and other file issues.	0.75 hours
April 21, 2016	**Jake Wiebe**		
	•	Review record from electrician re: CSA approval of fixtures; Review draft bill of sale for sale of action.	0.40 hours
April 21, 2016	**Jan Oros**		
	•	Review emails from counsel.	0.15 hours
April 21, 2016	**Rosa Wilford**		
	•	Scan and save documents on server.	0.10 hours
April 22, 2016	**Jan Oros**		
	•	Review emails received.	0.10 hours

April 25, 2016	**Jake Wiebe**	
	• Correspondence with counsel re: offer on action.	0.50 hours
April 25, 2016	**Jan Oros**	
	• Review emails from counsel regarding offer to purchase litigation.	0.50 hours
April 26, 2016	**Jan Oros**	
	• Review emails from counsel regarding offer to purchase litigation and finalization of same.	0.25 hours
April 26, 2016	**Rosa Wilford**	
	• Follow email instructions, review account, prepare disbursements, cheque and general banking administration.	0.25 hours
April 27, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.10 hours
April 28, 2016	**Rosa Wilford**	
	• Receipts, posting entries and general banking administration.	0.20 hours
April 28, 2016	**Valerie Naccarato**	
	• Deposit at bank.	0.10 hours
April 29, 2016	**Rosa Wilford**	
	• Review account; Prepare disbursements, cheque and general banking administration.	0.25 hours

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Time Charges and Expenses:

J. Oros, Manager	3.40	hours @	$ 252.00	per hour	$	856.80
R. Wilford, Manager	2.85	hours @	$ 202.50	per hour	$	577.13
V. Naccarato, Analyst	0.10	hours @	$ 108.00	per hour	$	10.80
	9.05				$	2,781.23
5% Technology and Administration					$	139.06
Subtotal Time					$	2,920.30
HST					$	379.64
Total Invoice Due					**$**	**3,299.94**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2198

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from May 1, 2016 to May 31, 2016.

Date	Description	Hours
May 2, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.20 hours
May 3, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.10 hours
May 4, 2016	**Rosa Wilford**	
	• Review and reconcile April 2016 statement.	0.20 hours

May 6, 2016	**Jan Oros**		
	•	Calls/emails with agent regarding sale of 127 Westmore, forward information to J.Wiebe for comment and instructions.	0.25 hours
May 6, 2016	**Rosa Wilford**		
	•	Receipts, posting entries and general banking administration; Review and reconcile April 2016 statement.	0.50 hours
May 6, 2016	**Valerie Naccarato**		
	•	Deposit at bank.	0.10 hours
May 9, 2016	**Rosa Wilford**		
	•	Follow instructions from team, review account, prepare disbursements, cheque and general banking administration.	0.25 hours
May 11, 2016	**Jan Oros**		
	•	Call/email with realtor, forward schedule of conditions for receiver in a sale.	0.25 hours
May 12, 2016	**Jan Oros**		
	•	Review offer received and provide feedback to agent, review blank offer form and provide comments to realtor on changes required.	0.50 hours
May 12, 2016	**Rosa Wilford**		
	•	Scan and save documents on server; Review, provide copies and approve April 2016 GIC term deposits and estate balances.	0.60 hours
May 16, 2016	**Rosa Wilford**		
	•	Follow instructions; prepare disbursements, cheque and general banking administration.	0.25 hours
May 17, 2016	**Rosa Wilford**		
	•	Review banking and prepare Directive 5R4 Draft for approval to efile and to submit Annual Banking Report; Scan and save documents on server.	0.40 hours

May 20, 2016	**<u>Jan Oros</u>**	
	• Review emails from counsel, respond to queries form insurance broker.	0.25 hours
May 24, 2016	**<u>Jake Wiebe</u>**	
	• Email with Bank re: price reduction; Instructions to J. Oros re: same.	0.40 hours
May 24, 2016	**<u>Rosa Wilford</u>**	
	• Efile Annual Banking Report; Prepare disbursements, cheque and general banking administration.	0.40 hours
May 25, 2016	**<u>Jake Wiebe</u>**	
	• Correspondence with Bank re: adjustment of listing price for Westmore Road.	0.20 hours
May 25, 2016	**<u>Rosa Wilford</u>**	
	• Follow instructions, review account, prepare disbursements, cheque and general banking administration.	0.25 hours
May 26, 2016	**<u>Rosa Wilford</u>**	
	• Review account, prepare disbursements, cheque and general banking administration.	0.25 hours
May 27, 2016	**<u>Jake Wiebe</u>**	
	• Review offer and comparable sales; Email intended course of action to RBC and seek RBC's approval.	0.80 hours
May 30, 2016	**<u>Jan Oros</u>**	
	• Review and sign off amended listing agreement	0.10 hours
May 30, 2016	**<u>Rosa Wilford</u>**	
	• Scan and save documents on server.	0.30 hours
May 31, 2016	**<u>Rosa Wilford</u>**	
	• Review emails from team, and urgent correspondence with Bank, review account and general banking administration.	0.25 hours

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May 26, 2106 **Jan Oros**

- Call with agent, review offer received, request details on other unit in complex sold, forward offer and details to J.Wiebe for comment and review. 0.50 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	1.40	hours @	$ 495.00	per hour	$	693.00
J. Oros, Manager	1.85	hours @	$ 252.00	per hour	$	466.20
R. Wilford, Manager	3.95	hours @	$ 202.50	per hour	$	799.90
V. Naccarato, Analyst	0.10	hours @	$ 108.00	per hour	$	10.80
	7.30				$	1,969.90
5% Technology and Administration					$	98.50
					$	2,068.40
Disbursement						
Courier					$	17.85
Subtotal Time and Disbursement					$	2,086.25
HST					$	271.21
Total Invoice Due					**$**	**2,357.46**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2354

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from June 1, 2016 to July 31, 2016.

Date	Description	Hours
June 9, 2016	**Rosa Wilford**	
	• Prepared bank reconciliations.	0.30 hours
June 15, 2016	**Jan Oros**	
	• Emails with tenant and property manager regarding access and repairs to the unit.	0.30 hours
June 15, 2016	**Rosa Wilford**	
	• Review email, receipts, posting entries and general banking administration.	0.20 hours

June 17, 2016	**<u>Jan Oros</u>**	
	• Discuss sprinkler deficiency with tenant, request quote from contractor.	0.15 hours
June 17, 2016	**<u>Rosa Wilford</u>**	
	• Reviewed account, followed instructions, prepared disbursements, cheque and general banking administration.	0.25 hours
June 20, 2016	**<u>Rosa Wilford</u>**	
	• Scanned and saved documents on server.	0.10 hours
June 21, 2016	**<u>Rosa Wilford</u>**	
	• Review account, prepared disbursements, cheques and general banking administration; Scanned and saved documents on server.	0.60 hours
June 23, 2016	**<u>Jan Oros</u>**	
	• Call with tenant; Arrange access for sprinkler repairs, request and forward listing amendment.	0.50 hours
June 23, 2016	**<u>Rosa Wilford</u>**	
	• Review and approve May 2016 estate balances; Review GIC term deposits.	0.40 hours
June 27, 2016	**<u>Rosa Wilford</u>**	
	• Followed email instructions, prepared disbursements, cheque and general banking administration.	0.25 hours
June 29, 2016	**<u>Rosa Wilford</u>**	
	• Scanned and saved documents on server.	0.10 hours
June 30, 2016	**<u>Rosa Wilford</u>**	
	• Followed instructions, prepared disbursements, cheques, and general banking administration.	0.25 hours
July 5, 2016	**<u>Valerie Naccarato</u>**	
	• Preparation of cheque, post entry and general banking administration.	0.20 hours

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July 12, 2016	**Rosa Wilford**	
	• Receipts, posting entries, email and general banking administration.	0.25 hours
July 13, 2016	**Rosa Wilford**	
	• Disbursements, cheque and general banking administration; Scan and save documents on server.	0.30 hours
July 14, 2016	**Rosa Wilford**	
	• Review and approve June 2016 estate balances; Review GIC term deposits.	0.40 hours
July 18, 2016	**Rosa Wilford**	
	• Scan and save documents on server.	0.10 hours
July 19, 2016	**Rosa Wilford**	
	• Follow instructions, review account, prepare disbursements, cheque and general banking administration; Scan and save documents on server.	0.30 hours

Time Charges and Expenses:

J. Oros, Manager	0.95	hours @	$ 252.00	per hour	$ 239.40
R. Wilford, Manager	2.95	hours @	$ 211.50	per hour	$ 623.93
	0.85	hours @	$ 202.52	per hour	$ 172.14
V. Naccarato, Analyst	0.20	hours @	$ 108.00	per hour	$ 21.60
	4.95				$ 1,057.07
5% Technology and Administration					$ 52.85
					$ 1,109.92
Disbursement					
Courier					$ 37.77
Subtotal Time and Disbursement					$ 1,147.69
HST					$ 149.20
Total Invoice Due					**$ 1,296.89**

Grant Thornton

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

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2538

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from August 1, 2016 to September 30, 2016.

Date	Description	Hours
August 4, 2016	Rosa Wilford	
	• Reconciled July 2016 bank statement.	0.10 hours
August 5, 2016	Rosa Wilford	
	• Review email, prepare receipts, posting entries and general banking administration.	0.55 hours
August 5, 2016	Valerie Naccarato	
	• Deposit at bank.	0.10 hours

August 8, 2016	**Rosa Wilford**	
	• Review and reconcile July 2016 term deposits.	0.10 hours
August 9, 2016	**Jan Oros**	
	• Review emails from realtor and insurance broker and respond as required.	0.20 hours
August 9, 2016	**Rosa Wilford**	
	• Review and approve July 2016 Estate Balances.	0.20 hours
August 10, 2016	**Rosa Wilford**	
	• Review banking, prepare disbursements, cheque and general banking administration.	0.25 hours
August 19, 2016	**Jan Oros**	
	• Review offer sent by realtor.	0.20 hours
August 26, 2016	**Jan Oros**	
	• Emails with realtor.	0.10 hours
August 29, 2016	**Valerie Naccarato**	
	• Followed instructions, prepared disbursement and general banking administration.	0.30 hours
September 1, 2016	**Jake Wiebe**	
	• Call with Bank with status report on sales of Westmore: instructions to J. Oros to reduce listing price.	0.40 hours
September 1, 2016	**Jan Oros**	
	• Review emails from realtor, call with realtor.	0.25 hours
September 2, 2016	**Jan Oros**	
	• Review emails from realtor, call with realtor.	0.25 hours
September 6, 2016	**Jake Wiebe**	
	• Review offer; Email to bank and counsel re: same; Review and sign listing extension agreement; Call with Bank re: offer.	0.60 hours

September 6, 2016	**Jan Oros**		
	•	Calls/emails with agent regarding offer received, forward to J. Wiebe for review and comment.	0.25 hours
September 6, 2016	**Rosa Wilford**		
	•	Review and follow email instructions, prepare disbursements, cheque and general banking administration.	0.25 hours
September 7, 2016	**Rosa Wilford**		
	•	Receipts, posting entries and general banking administration.	0.25 hours
September 7, 2016	**Valerie Naccarato**		
	•	Deposit at bank.	0.10 hours
September 9, 2016	**Jake Wiebe**		
	•	Email correspondence re: offer from tenant.	0.20 hours
September 9, 2016	**Jan Oros**		
	•	Follow up emails with agent regarding offers.	0.20 hours
September 9, 2016	**Rosa Wilford**		
	•	Scan and save documents on server.	0.10 hours
September 12, 2016	**Jan Oros**		
	•	Review emails.	0.10 hours
September 13, 2016	**Jake Wiebe**		
	•	Review offers; Call with Bank re: same; Instructions to J. Oros re: response.	0.80 hours
September 13, 2016	**Jan Oros**		
	•	Review emails, call with realtor.	0.40 hours
September 14, 2016	**Jan Oros**		
	•	Call/emails with realtor, call with J. Wiebe to discuss offers and status.	0.25 hours

September 15, 2016	**Jake Wiebe**		
	•	Review response from one offeror; Instruction to J. Oros re: response to other offeror on intention of Receiver to sign back offer.	0.40 hours
September 15, 2016	**Jan Oros**		
	•	Calls/emails with realtor, update with J. Wiebe.	0.25 hours
September 15, 2016	**Rosa Wilford**		
	•	Review, approve August 2016 estate balances, and update GIC term deposits.	0.30 hours
September 16, 2016	**Rosa Wilford**		
	•	Review account and prepare disbursements, cheques and general banking administration.	0.50 hours
September 20, 2016	**Jake Wiebe**		
	•	Review offer; Instructions to team re: obtaining status certificate.	0.40 hours
September 20, 2016	**Jan Oros**		
	•	Send sign back offer to agent.	0.10 hours
September 21, 2016	**Rosa Wilford**		
	•	General banking administration.	0.20 hours
September 22, 2016	**Jan Oros**		
	•	Call with realtor to discuss offer from purchaser.	0.20 hours
September 23, 2016	**Jan Oros**		
	•	Update 246(2) notices and consolidated SRD for June 30, 2016.	0.50 hours
September 26, 2016	**Jan Oros**		
	•	Email with realtor, call from debtor regarding a/r.	0.15 hours
September 27, 2016	**Jan Oros**		
	•	Discuss file with J. Wiebe, respond to debtor email.	0.15 hours

September 28, 2016	**Jan Oros**	
	• Respond to realtor regarding counsel contact info, send info relating to claim to J. Wiebe.	0.35 hours
September 30, 2016	**Jan Oros**	
	• Review email from realtor on APS and deposit received from purchaser.	0.10 hours

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	2.80	hours @	$ 495.00	per hour	$ 1,386.00
J. Oros, Manager	4.00	hours @	$ 252.00	per hour	$ 1,008.00
R. Wilford, Manager	2.80	hours @	$ 211.51	per hour	$ 592.22
V. Naccarato, Analyst	0.50	hours @	$ 108.00	per hour	$ 54.00
	10.10				$ 3,040.22
5% Technology and Administration					$ 152.01
					$ 3,192.23
Disbursement					
Courier					$ 4.83
Subtotal Time and Disbursement					$ 3,197.06
HST					$ 415.62
Total Invoice Due					**$ 3,612.68**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2655

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from October 1, 2016 to October 31, 2016.

Date	Description	Hours
October 4, 2016	<u>Jan Oros</u>	
	• Discuss file with J.Wiebe and send info to counsel to review relating to claim and offer to purchase of A/R from the debtor.	0.15 hours
October 6, 2016	<u>Jan Oros</u>	
	• Prepare drafting of court report.	1.50 hours
October 6, 2016	<u>Rosa Wilford</u>	
	• Process cheque received for deposit, respond to email and general banking administration.	0.25 hours

October 7, 2016	**Jan Oros**	
	• Call with realtor regarding waiving of conditions.	0.25 hours
October 7, 2016	**Rosa Wilford**	
	• Reconcile multiple accounts: re September bank statements.	0.30 hours
October 11, 2016	**Jan Oros**	
	• Call with agent regarding release of conditions from purchaser; Call with agent regarding submission of revised offer.	0.50 hours
October 11, 2016	**Rosa Wilford**	
	• General banking administration.	0.20 hours
October 12, 2016	**Jan Oros**	
	• Call with realtor, update and sign release for realtor.	0.30 hours
October 12, 2016	**Rosa Wilford**	
	• Review multiple banking reports and approve September 2016 estate balances and update GIC term deposits; General banking administration.	0.60 hours
October 13, 2016	**Jan Oros**	
	• Call with realtor; Review offer received and forward to J.Wiebe for review and comment.	0.25 hours
October 14, 2016	**Jake Wiebe**	
	• Review and sign 246(2) notices for all three companies.	0.75 hours
October 14, 2016	**Jan Oros**	
	• Discuss offer with J.Wiebe; Call with realtor regarding offer received.	0.15 hours
October 17, 2016	**Jan Oros**	
	• Review email from counsel and provide comments.	0.15 hours
October 18, 2016	**Jan Oros**	
	• Draft final court report including sale of Westmore Drive.	3.60 hours

October 18, 2016	**Rosa Wilford**	
	• Review instructions from J. Oros re cheques; Run General Ledger Reports with supporting documentation, prepare requisitions forms for review by J. Wiebe; Follow email instructions from J. Wiebe re: payment of invoices; Complete cheque requisition forms, prepare and issue cheques, prepare deposit requisition form and post entries, respond to emails and general banking administration.	1.20 hours
October 19, 2016	**Jan Oros**	
	• Draft final court report including sale of Westmore Drive; Discuss file with J.Wiebe; Call with realtor to discuss alternate offer with tenant.	1.20 hours
October 19, 2016	**Rosa Wilford**	
	• Complete cheque requisition forms re payment of invoices, prepare and issue chequel and general banking administration.	0.30 hours
October 20, 2016	**Jan Oros**	
	• Call with realtor; Call with J.Wiebe.	0.25 hours
October 21, 2016	**Jake Wiebe**	
	• Review and complete file summary for bank.	1.40 hours
October 21, 2016	**Jan Oros**	
	• Prepare memo and summary of the file for RBC and send to J.Wiebe for review and comment.	1.25 hours
October 21, 2016	**Rosa Wilford**	
	• Follow instructions; Complete cheque requisition forms, prepare and issue cheque, respond to email and general banking administration.	0.30 hours
October 24, 2016	**Jan Oros**	
	• Review email from counsel.	0.10 hours
October 24, 2016	**Rosa Wilford**	
	• General banking administration.	0.20 hours

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October 26, 2016	**Jan Oros**	
	• Review and respond to tenant complaint about heating, check with condo on ownership of HVAC, advised tenant unit is owner owned and per lease they are responsible for maintaining.	0.25 hours
October 27, 2016	**Jan Oros**	
	• Respond to call from tenant requesting access to rooftop for HVAC maintenance.	0.50 hours
October 28, 2016	**Jan Oros**	
	• Email to realtor.	0.10 hours
October 31, 2016	**Rosa Wilford**	
	• Review banking and update GIC term deposits.	0.10 hours

Time Charges and Expenses:

J. Wiebe, Sr. Vice President	2.15	hours @	$	495.00	per hour	$	1,064.25
J. Oros, Manager	10.50	hours @	$	252.40	per hour	$	2,650.20
R. Wilford, Manager	3.45	hours @	$	213.20	per hour	$	735.54
	16.10					$	4,449.99
5% Technology and Administration						$	222.50
						$	4,672.49
HST						$	607.42
Total Invoice Due						**$**	**5,279.91**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2775

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from November 1, 2016 to November 30, 2016.

Date	Description	Hours
November 1, 2016	**Jake Wiebe**	
	• Discussion on sales strategy with J. Oros; Email to Bank with recommendations.	0.30 hours
November 2, 2016	**Jan Oros**	
	• Discuss tenant and file with J. Wiebe.	0.15 hours
November 2, 2016	**Rosa Wilford**	
	• Review email instructions from J. Wiebe re: payment of invoices; Complete cheque requisition forms, prepare and issue cheque and general banking administration.	0.40 hours

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November 3, 2016	**Jake Wiebe**	
	• Discussion on sale strategy with J. Oros; Email to Bank re: same.	0.40 hours
November 3, 2016	**Jan Oros**	
	• Draft email to go to tenant re: termination of his lease, call with realtor.	0.25 hours
November 3, 2016	**Rosa Wilford**	
	• Review instructions from J. Oros re: payment of invoices; Complete cheque requisition form, prepare and issue cheques and general banking administration.	0.25 hours
November 4, 2016	**Jake Wiebe**	
	• Call with counsel re: termination of tenant lease; Review draft email from counsel re: same; Instructions to J. Oros re: messaging same to tenant; Call with tenant.	1.60 hours
November 4, 2016	**Jan Oros**	
	• Call with J. Wiebe and counsel, call with tenant.	0.90 hours
November 7, 2016	**Rosa Wilford**	
	• Review estate bank account, correspondence with Bank, print screens and reconcile October 2016 statement.	0.25 hours
November 8, 2016	**Rosa Wilford**	
	• General banking administration.	0.10 hours
November 9, 2016	**Jake Wiebe**	
	• Discussion with Bank re: new offer from tenant; Call with J. Oros with instructions for realtor; Email to counsel re: documents needed to complete sale.	0.40 hours
November 9, 2016	**Jan Oros**	
	• Discuss offer from tenant with J. Wiebe, discuss offer with agent.	0.25 hours
November 9, 2016	**Rosa Wilford**	
	• Complete receipt requisition forms and post entries, email and general banking administration.	0.25 hours

November 10, 2016	**Rosa Wilford**		
	•	Review multiple estate bank accounts and reconcile October 2016 statements.	0.30 hours
November 11, 2016	**Rosa Wilford**		
	•	Review banking reports and approve estate balances and update GIC term deposits.	0.25 hours
November 14, 2016	**Jan Oros**		
	•	Review email from counsel, follow up with realtor.	0.15 hours
November 14, 2016	**Rosa Wilford**		
	•	General banking administration.	0.10 hours
November 15, 2016	**Jake Wiebe**		
	•	Email sale update to Bank; Review file documents to assess possibility of CSBFL claim.	0.40 hours
November 15, 2016	**Jan Oros**		
	•	Review and respond to emails from tenant and realtor.	0.35 hours
November 15, 2016	**Virginia Moritz**		
	•	Review server files for SBL documents; begin to prepare Claim for Loss form; advise J. Wiebe of documents needed to complete the claim.	0.50 hours
November 16, 2016	**Rosa Wilford**		
	•	Follow instructions; Complete cheque requisition form, prepare and issue cheque, email and general banking administration.	0.25 hours
November 16, 2016	**Virginia Moritz**		
	•	Began SBL claim; prepared invoices worksheet and Summary of Eligible cost report, read through Receivership documents for SBL documents needed.	3.50 hours
November 17, 2016	**Jan Oros**		
	•	Review email from counsel re: sale of claim to debtor.	0.10 hours

November 17, 2016	**Rosa Wilford**	
	• General banking administration.	0.10 hours
November 17, 2016	**Virginia Moritz**	
	• SBL claim; prepared invoices worksheet and Summary of Eligible cost report, read through Receivership documents for SBL documents needed.	1.50 hours
November 18, 2016	**Jan Oros**	
	• Review and respond to insurer re: extending policy coverage.	0.10 hours
November 18, 2016	**Rosa Wilford**	
	• Follow instructions; Complete cheque requisition form, prepare and issue cheque and general banking administration.	0.25 hours
November 22, 2016	**Jan Oros**	
	• Review update from agent, review emails from insurer to renew policy for further 3 months.	0.10 hours
November 22, 2016	**Virginia Moritz**	
	• Prepare all SBL documentation from documents and information in the Receivership.	4.00 hours
November 23, 2016	**Rosa Wilford**	
	• Follow email instructions; Review banking, complete cheque requisition form, prepare and issue cheque, email and general banking administration.	0.25 hours
November 23, 2016	**Virginia Moritz**	
	• Review and retrieve other relevant documentation from the receivership records, as required by the CSBFL claim for loss.	1.50 hours
November 24, 2016	**Jan Oros**	
	• Follow up with tenant re: departure date.	0.10 hours
November 24, 2016	**Virginia Moritz**	
	• Prepare Claim for Loss from Receivership documents.	1.50 hours

November 25, 2016	**Jan Oros**		
	• Emails with tenant on rent and departure date.	0.10 hours	
November 25, 2016	**Rosa Wilford**		
	• General banking administration.	0.10 hours	
November 28, 2016	**Jan Oros**		
	• Emails with realtor, emails with tenant, emails with debtor and counsel.	0.35 hours	
November 29, 2016	**Jan Oros**		
	• Emails to tenant and agent.	0.15 hours	
November 29, 2016	**Rosa Wilford**		
	• Follow email instructions; Review banking, complete cheque requisition forms, prepare and issue cheque and general banking administration; Complete receipt requisition forms and post entries, review email and general banking administration.	0.50 hours	
November 29, 2016	**Valerie Naccarato**		
	• Deposit at bank.	0.10 hours	
November 30, 2016	**Jan Oros**		
	• Review offer received, call with realtor, forward to J. Wiebe with comments, forward signed offer back to realtor with instructions.	0.50 hours	

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Time Charges and Expenses:

J. Wiebe, Senior Vice President	3.10	hours @	$ 495.00	per hour	$	1,534.50
J. Oros, Manager	3.55	hours @	$ 252.00	per hour	$	894.60
R. Wilford, Manager	3.35	hours @	$ 211.51	per hour	$	708.56
V. Naccarato, Analyst	0.10	hours @	$ 108.00	per hour	$	10.80
V. Moritz, Analyst	12.50	hours @	$ 108.00	per hour	$	1,350.00
	22.60				$	4,498.46
5% Technology and Administration					$	224.92
Subtotal Time					$	4,723.38
HST					$	614.04
Total Invoice Due					**$**	**5,337.42**

Grant Thornton

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

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2895

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from December 1, 2016 to December 31, 2016.

Date	Description	Hours
December 1, 2016	**Rosa Wilford**	
	• General banking administration.	0.30 hours
December 7, 2016	**Rosa Wilford**	
	• Follow instructions; Review account details, complete cheque requisition forms, prepare and issue cheque and general banking administration.	0.25 hours
December 9, 2016	**Jan Oros**	
	• Review emails regarding insurance, review emails on sale of legal claim to debtor, review status of sale of Westmore.	0.25 hours

December 9, 2016	**Rosa Wilford**	
	• General banking administration.	0.10 hours
December 12, 2016	**Jake Wiebe**	
	• Review and sign Acknowledgement and Waiver of Conditions re: Westmore sale; Call and email with realtor re: same.	0.60 hours
December 12, 2016	**Rosa Wilford**	
	• Follow instructions; Review account details, complete cheque requisition forms, prepare and issue cheque and general banking administration.	0.25 hours
December 14, 2016	**Jake Wiebe**	
	• Review file and CSBFL claim submission.	1.00 hours
December 14, 2016	**Jan Oros**	
	• Review emails, discuss file closing matters with J. Wiebe.	0.25 hours
December 14, 2016	**Rosa Wilford**	
	• Review multiple estate bank accounts and reconcile November 2016 statements.	0.50 hours
December 15, 2016	**Jan Oros**	
	• Review and update court report for vesting order for Westmore property and closure of the file.	1.50 hours
December 15, 2016	**Rosa Wilford**	
	• Review multiple banking reports and approve estate balances and update GIC term deposits.	0.60 hours
December 16, 2016	**Jan Oros**	
	• Follow up with tenant regarding utility accounts, follow up with Platinum regarding light fixtures, request V. Moritz to contact utilities to switch account over upon tenant move out.	0.30 hours
December 16, 2016	**Rosa Wilford**	
	• General banking administration.	0.10 hours

December 16, 2016	**Virginia Moritz**	
	• Call Toronto Hydro and Enbridge Gas (called and prepared fax with court order) to open new receivership account effective January 31, 2017, per J. Oros.	1.20 hours
December 19, 2016	**Jan Oros**	
	• Follow up with realtor and locksmith to arrange lock change on January 1 after tenant departs.	0.25 hours
December 20, 2016	**Jake Wiebe**	
	• Draft report to court.	1.10 hours
December 21, 2016	**Jake Wiebe**	
	• Draft final report to court.	2.90 hours
December 21, 2016	**Rosa Wilford**	
	• Follow instructions; Review account details, complete cheque requisition forms, prepare and issue cheques and general banking administration.	0.50 hours
December 22, 2016	**Jan Oros**	
	• Prepare accounting release/destruction letter and emails with debtor.	0.50 hours
December 22, 2016	**Rosa Wilford**	
	• Follow instructions; Review account details, complete cheque requisition forms, prepare and issue cheques and general banking administration.	1.00 hours
December 23, 2016	**Jan Oros**	
	• Prepare accounting release/destruction letter and emails with debtor.	0.30 hours

Grant Thornton

Time Charges and Expenses:

J. Wiebe, Senior Vice President	5.60	hours @	$ 495.00	per hour	$ 2,772.00
J. Oros, Manager	3.35	hours @	$ 252.00	per hour	$ 844.20
R. Wilford, Manager	3.60	hours @	$ 211.50	per hour	$ 761.41
V. Moritz, Analyst	1.20	hours @	$ 108.00	per hour	$ 129.60
	13.75				$ 4,507.21
5% Technology and Administration					$ 225.36
Subtotal Time					$ 4,732.58
HST					$ 615.23
Total Invoice Due					**$ 5,347.81**

Grant Thornton

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

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

Defendants

BILL OF COSTS

BN 12738 4717 RT0001
Client #200238
Invoice #LSON-2931

To professional services rendered by Grant Thornton Limited in its capacity as Court appointed Receiver of Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. for the period from January 1, 2017 to January 17, 2017.

Date	Description	Hours
January 3, 2017	**Jake Wiebe**	
	• Preparing final report.	4.30 hours
January 4, 2017	**Jake Wiebe**	
	• Drafting report to court.	2.40 hours
January 5, 2017	**Jan Oros**	
	• Review emails from debtor, discuss file with J. Wiebe, look up information for property taxes and send to counsel; Review notice from Condo Corp on 2017 condo fees and request updated payments to be issued.	0.35 hours

January 5, 2017	**Rosa Wilford**	
	• Complete receipt requisition forms, post entries, email and general banking administration.	0.25 hours
January 5, 2017	**Valerie Naccarato**	
	• Deposit at Bank.	0.10 hours
January 6, 2017	**Rosa Wilford**	
	• Review instructions re: payment of invoices; Complete cheque requisition forms, prepare and issue cheque and general banking administration; Reconcile multiple December 2016 statements.	0.80 hours
January 10, 2017	**Jake Wiebe**	
	• Review final SRD.	0.40 hours
January 10, 2017	**Jan Oros**	
	• Discuss file with J. Wiebe, prepare SRD for final court report.	0.50 hours
January 10, 2017	**Rosa Wilford**	
	• Review banking reports and approve multiple estate balances, update GIC term deposits and general banking administration.	0.70 hours
January 10, 2017	**Virginia Moritz**	
	• Prepare SBL claim for sending via courier to Industry Canada; Saved to the server.	0.30 hours
January 11, 2017	**Jake Wiebe**	
	• Review final SRD and allocation of costs.	0.80 hours

Grant Thornton

January 11, 2017	**Rosa Wilford**	
	• Review instructions from J. Oros re allocations of receipts and disbursements on various accounts; Review excel schedule with adjusting entries for the deposits received to date and disbursements issued; Complete multiple receipt requisition forms and post entries. Complete multiple cheque requisition forms, re: payment of invoices; prepare and issue multiple cheques, run reports, match to excel receipt and disbursement schedules and respond to email and provide backup documentation.	3.00 hours
January 12, 2017	**Rosa Wilford**	
	• Review instructions from J. Wiebe re GIC and payments. Draft letter to Bank for partial redemption of GIC, prepare receipts and post GIC entries, prepare and issue cheque, email correspondences to and from Bank and general banking administration.	0.50 hours
January 13, 2017	**Jake Wiebe**	
	• Complete draft report and send to counsel for review.	1.60 hours
January 16, 2017	**Jan Oros**	
	• Review update from security on premises check.	0.10 hours

Time Charges and Expenses:

J. Wiebe, Senior Vice President	9.50	hours @	$ 495.00	per hour	$	4,702.50
J. Oros, Manager	0.95	hours @	$ 252.00	per hour	$	239.40
R. Wilford, Manager	5.25	hours @	$ 211.50	per hour	$	1,110.38
V. Moritz, Analyst	0.30	hours @	$ 108.00	per hour	$	32.40
V. Naccarato, Analyst	0.10	hours @	$ 108.00	per hour	$	10.80
	16.10				$	6,095.48
5% Technology and Administration					$	304.77
Subtotal Time					$	6,400.25
HST					$	832.03
Total Invoice Due					**$**	**7,232.28**

Exhibit "**B**" to the Affidavit of Jacob Wiebe, sworn before me this ~~17th~~ 18th day of January, 2017.

Commissioner for Taking Affidavits, etc.

Jonathan David Krieger,
a Commissioner, etc., Province of Ontario,
for Grant Thornton Limited.
Expires January 03, 2020.

Exhibit B

Amber Lite Inc., Amber Lighting Limited, 2213240 Ontario Inc. and Alka Bhargava
Grant Thornton Limited - Summary of Fees
For the period from January 1, 2016 to December 31, 2016

Period	Fees	5% Technology & Admin.	Disbursements	Sub Total	HST	Total
January 1-31, 2016	$ 8,613.02	$ 430.65	$ -	$ 9,043.67	$ 1,175.68	$ 10,219.35
February 1-28, 2016	$ 2,884.74	$ 144.24	$ 13.80	$ 3,042.78	$ 395.56	$ 3,438.34
March 1-31, 2016	$ 1,311.53	$ 65.58	$ -	$ 1,377.11	$ 179.02	$ 1,556.13
April 1-30, 2016	$ 2,781.23	$ 139.06	$ -	$ 2,920.29	$ 379.64	$ 3,299.94
May 1-31, 2016	$ 1,969.90	$ 98.50	$ 17.85	$ 2,086.25	$ 271.21	$ 2,357.46
June 1, 2016 to July 31, 2016	$ 1,057.07	$ 52.85	$ 37.77	$ 1,147.69	$ 149.20	$ 1,296.89
August 1, 2016 to September 30, 2016	$ 3,040.22	$ 152.01	$ 4.83	$ 3,197.06	$ 415.62	$ 3,612.68
October 1-31, 2016	$ 4,449.99	$ 222.50	$ -	$ 4,672.49	$ 607.42	$ 5,279.91
November 1-30, 2016	$ 4,498.46	$ 224.92	$ -	$ 4,723.38	$ 614.04	$ 5,337.42
December 1-31, 2016	$ 4,507.21	$ 225.36	$ -	$ 4,732.57	$ 615.23	$ 5,347.80
January 1-17, 2017	$ 6,095.48	$ 304.77	$ -	$ 6,400.25	$ 832.03	$ 7,232.28
Total	**$ 41,208.85**	**$ 2,060.44**	**$ 74.25**	**$ 43,343.54**	**$ 5,634.65**	**$ 48,978.20**

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

THE ROYAL BANK OF CANADA **- and -** **AMBER LITE INC., AMBER LIGHTING LIMITED, 2213240 ONTARIO INC. and ALKA BHARGAVA**

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

AFFIDAVIT OF JACOB WIEBE

Lerners LLP
130 Adelaide Street West
Suite 2400
Toronto, ON M5H 3P5

Domenico Magisano
Tel: (416) 601-4121
Fax: (416) 601-4123

Lawyers for the Grant Thornton Limited in its capacity as Receiver

APPENDIX “11”

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

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

AFFIDAVIT OF CHRISTOPHER SHOREY
(Sworn January 18, 2017)

I, Christopher Shorey, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer with Lerners LLP, counsel to Grant Thornton Limited, in its capacity as Receiver of Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc. (the "**Receiver**"), in these proceedings. As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated, I verily believe it to be true.

2. Attached and marked hereto as **Exhibit "A"** to this affidavit are copies of the accounts rendered by Lerners LLP to the Receiver for legal fees and disbursements for the period from December 22, 2015 to January 10, 2017.

3. A total of approximately 75.60 hours were expended by Lerners LLP during the period noted above, in performing legal services to the Receiver, totalling $28,998.50 in fees, $2,376.45 in disbursements and $4,062.26 in HST.

4. To the best of my knowledge, the rates charged by Lerners LLP are comparable to the normal hourly rates charged for the provision of similar services by other legal firms in the Toronto market.

5. Lerners LLP expects to incur additional fees, not to exceed $7,500.00 (exclusive of HST), with respect to activities from January 11, 2017, onward to complete its administration of the debtor's estate.

6. This affidavit is sworn in connection with a motion for an Order of this Honourable Court to, among other things, approve the fees and disbursements of counsel to the Receiver, and for no improper purpose.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario, this 18th day of January, 2017. A Commissioner for taking Affidavits *(or as may be)*	CHRISTOPHER SHOREY

Victoria Lois Gifford, a Commissioner, etc.,
Province of Ontario, for Lerners LLP,
Barristers and Solicitors.
Expires November 27, 2019.

THE FOLLOWING IS EXHIBIT "A"

TO THE AFFIDAVIT OF CHRISTOPHER SHOREY

SWORN BEFORE ME THIS 18TH DAY OF JANUARY, 2017.

A Commissioner for taking Affidavits

Victoria Lois Gifford, a Commissioner, etc.,
Province of Ontario, for Lerners LLP,
Barristers and Solicitors.
Expires November 27, 2019.

Court File No. CV-15-11072-CL

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From December 22, 2015 to January14, 2016

FEES:

Date	Lawyer	Time	Description
December 22, 2015	DNM	0.80	E-mail exchanges with M. Wilson regarding amending documents for Leading Road sale; e-mail exchange with J. Wiebe regarding same; telephone call with M. Wilson regarding same
December 23, 2015	DNM	0.50	E-mails regarding amendment of Agreement of Purchase and Sale and waiver of conditions; e-mail exchange with 2nd mortgagee
December 24, 2015	DNM	0.30	E-mails regarding waiver of conditions and closing of Leading Road sale
December 29, 2015	DNM	0.30	Begin preparation of security opinion
January 4, 2016	DNM	3.00	Begin review of report; preparation of security opinions; consider issues regarding second mortgage
January 5, 2016	DNM	2.80	Draft letter to Tony Supply; e-mail exchange with client; continue preparation of security opinions; e-mail to second mortgagee regarding security opinions; e-mail exchange with RBC counsel regarding additional changes

Date	Lawyer	Time	Description
January 5, 2016	DRS	0.60	Review two parcel registers and obtain copy of mortgage; provide to D. Magisano and discuss with him
January 5, 2016	MJW	0.10	Receive and review e-mail from buyer's lawyer; review tax certificate; instruct clerk
January 6, 2016	DNM	0.50	E-mail exchange with second mortgagee; review mortgage documents provided; finalize and send letter to Tony Supply
January 8, 2016	DNM	0.50	Review of report; e-mail exchange with J. Wiebe
January 11, 2016	DNM	1.00	Review and amend report; begin fee Affidavit and Notice of Motion; e-mail exchange with J. Wiebe
January 11, 2016	MXG	2.00	Prepare first draft of Order regarding Approval and Notice of Motion; preparation of 1st draft of Fee Affidavit for S. Puddister
January 12, 2016	DNM	3.30	Preparation for Motion; e-mail exchanges regarding same; prepare Notice of Motion; amend Fee Affidavit; complete Notice of Motion; draft Order
January 13, 2016	DNM	1.10	Finalize, review and tend to service of Motion Record
January 13, 2016	MXG	5.00	Update property search on Leading Road in Toronto; prepare and finalize Motion Record returnable January 22, 2016 regarding Approval and Vesting Order; finalize Fee Affidavit for S. Puddister; prepare service letter and attend to serving Motion Record; prepare Affidavit of Service
January 14, 2016	DNM	0.60	E-mail exchanges regarding second mortgage debt; consider issues regarding same; e-mail regarding bill from Condominium Corporation

OUR FEE HEREIN:	$8,780.50
HST ON FEES:	$1,141.47
TOTAL FEES AND HST	$9,921.97

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	1.90	$480.00	$912.00
Domenico N. Magisano	12.80	$495.00	$6,336.00
David Street	0.6	$525.00	$315.00
Matthew J. Wilson	0.1	$275.00	$27.50
Marisa Galloro	7.0	$170.00	$1,190.00

DISBURSEMENTS:

Miscellaneous – Binding	25.80		
Miscellaneous - Copying	518.75		
Miscellaneous - Postage	5.66		
Miscellaneous - Scanning	43.05		
Teraview – Fees for Subsearches	188.20		
Teraview – Subsearch	81.80		
#4233 – Cyberbahn Administration Fee	109.80		
Courier Charge Amber Lite Inc. Amber Lighting Ltd. Brampton	16.03		
Courier Charge Tony Supply on Demand Inc. Mississauga	16.03		
Courier Charge BMW Canada Inc. Richmond Hill	16.03		
Charge to Obtain Order – Pay To KAP Litigation Services Inc.	55.00		
*Minister of Finance: File Motion Record fee	127.00		
TOTAL DISBURSEMENTS		1,203.15	
HST ON DISBURSEMENTS		139.90	
TOTAL FEES AND DISBURSEMENTS			$9,983.65
TOTAL HST			$1,281.37
TOTAL AMOUNT DUE AND PAYABLE			<u>$11,265.02</u>
*Non-Taxable Disbursements			

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

Court File No. CV-15-11072-CL

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From January 16, 2016 to February 9, 2016

FEES:

Date	Lawyer	Time	Description
January 16, 2016	DNM	0.30	Review bankruptcy documents for S. Bhorgani; e-mail exchange with J. Oros regarding related company not part of receivership
January 21, 2016	DNM	0.60	Preparation for Motion tomorrow; e-mails regarding closing
January 22, 2016	DNM	2.30	Prepare and attend Motion to approve sale Leading Road property; e-mails regarding closing of same
January 22, 2016	AMK	1.00	Prepare sale documents and message Application for for Vesting Order to the purchaser's solicitor
January 25, 2016	MJW	0.50	Review documents
January 26, 2016	DNM	0.20	Review e-mails regarding Leading Road closing
January 27, 2016	DNM	0.20	Review e-mails regarding closing documents
January 28, 2016	AMK	0.50	Amend Statement of Adjustments, various e-mails to and from purchaser's solicitor to prepare for closing
January 29, 2016	DNM	0.40	E-mail exchanges regarding closing document; finalize and send draft Receiver Certificate; telephone calls to J. Oros

Date	Lawyer	Time	Description
January 29, 2016	MJW	0.40	Review file; correspondence with client
January 29, 2016	AMK	0.70	Receipt and review of purchaser's signed documents and copy of certified cheque and deposit receipt; e-mail to purchaser's solicitor to proceed with registration; voicemail and e-mail to B. Horlick for payout of outstanding common expenses; fax Direction to real estate agent to release excess deposit funds to our office; e-mail to advise of completion of transaction
February 1, 2016	DNM	0.30	E-mail regarding closing proceeds and closing adjustments
February 3, 2016	DNM	0.20	E-mail exchange regarding Receiver Certificate
February 4, 2016	DNM	0.30	E-mail from J. Oros regarding rent payment on closing of Leading Road transaction; e-mail to M. Wilson regarding same
February 5, 2016	DNM	0.20	E-mails regarding rent payment from tenant
February 8, 2016	DNM	0.10	E-mail exchange with J. Oros regarding January Order
February 9, 2016	DNM	0.20	Review e-mails regarding final closing matters on Leading Road property

OUR FEE HEREIN:	$3,256.00
HST ON FEES:	$ 423.28
TOTAL FEES AND HST	$3,679.28

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	5.30	$495.00	$2,623.50
Annette Kitching	2.20	$175.00	$385.00
Matthew J. Wilson	0.90	$275.00	$247.50

DISBURSEMENTS:

Miscellaneous - Copying	10.00
Miscellaneous – Facsimile	0.93
Miscellaneous – Postage	1.86
Courier Charge 65 Wellesley St E Toronto	9.60
#4240 – Cyberbahn Administration Fee	13.00
#4240 – Cyberbahn Corporation Profile Report Inc. Certified	16.00
KAP Litigation Services Inc.: Charge to File Motion Record	55.00
KAP Litigation Services Inc.: Charge to Issue and enter Order	55.00

Courier Charge Horlick Levitt Di Lella LLP North York	20.64	
Courier Charge City of Toronto North York	20.64	
KAP Litigation Services Inc.: Charge to File Motion Record	45.00	
TOTAL DISBURSEMENTS	247.67	
HST ON DISBURSEMENTS	32.20	
TOTAL FEES AND DISBURSEMENTS		$3,503.67
TOTAL HST		$455.48
TOTAL AMOUNT DUE AND PAYABLE		$3,959.15

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From February 22, 2016 to March 14, 2016

FEES:

Date	Lawyer	Time	Description
February 22, 2016	DNM	0.20	E-mails regarding commission statement and funds from real estate agent
March 10, 2016	MXG	0.90	Writ searches on Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.
March 11, 2016	VLG	1.40	Review and revise Security Opinions
March 14, 2016	VLG	2.50	Review and revise Security Opinions

OUR FEE HEREIN:	$876.00
HST ON FEES:	$113.88
TOTAL FEES AND HST	$989.88

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	0.20	$495.00	$99.00
Marisa Addante (Law Clerk)	0.90	$170.00	$153.00
Victoria L. Gifford (Law Clerk)	3.9	$160.00	$624.00

DISBURSEMENTS:

Miscellaneous – Copying	1.25		
Miscellaneous – Scanning	0.30		
Courier Charge Grant Thornton Toronto	16.02		
TOTAL DISBURSEMENTS		17.57	
HST ON DISBURSEMENTS		2.28	
TOTAL FEES AND DISBURSEMENTS			$893.57
TOTAL HST			$116.16
TOTAL AMOUNT DUE AND PAYABLE			$1,009.73

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From March 29, 2016 to April 15, 2016

FEES:

Date	Lawyer	Time	Description
March 29, 2016	DNM	0.40	Telephone call with M. Klaiman; voicemail exchange with M. Klaiman; e-mail to client
March 30, 2016	VLG	1.40	Update Bank Act and PPSA searches for: Amber Lite Inc., Amber Lighting Limited and 2213240 Ontario Inc.; review and revise Security Opinions
March 31, 2016	DNM	1.70	Review correspondence form M. Klaiman and pleadings regarding Appeal; report to client regarding same; amend, update and finalize Security Opinions
March 31, 2016	VLG	2.00	Review updated searches; review and revise PPSA Summaries; revise and finalize Security Opinions
April 1, 2016	DNM	0.60	Telephone call with J. Wiebe regarding Chopra claim; e-mail to K. Kallish regarding same; message to K. Kallish regarding same
April 4, 2016	DNM	0.20	E-mail to K. Kallish
April 5, 2016	DNM	0.60	E-mail from D. Lai; e-mail regarding next steps on Appeal; discussion with client regarding same; e-mail exchange with litigation claimant
April 7, 2016	DNM	1.10	Telephone call with Applicant counsel; e-mail

Date	Lawyer	Time	Description
			regarding same; review Motion materials related to Appeal; emails regarding property search for Queen Street West property
April 7, 2016	EYF	0.30	Discussion with D. Magisano regarding case background and next steps
April 8, 2016	DNM	0.50	Telephone call from P. Baxi; e-mail exchange with J. Wiebe
April 8, 2016	VLG	0.20	Preform real estate search for 1521 Queen Street West, Toronto, ON; obtain Parcel Register regarding same
April 9, 2016	DNM	1.40	Review Construction Lien pleadings received; review Parcel Register for Queen Street Property; e-mail to client reporting on above; e-mail to E. Fan regarding same; review Construction Lien Act regarding dismissal provisions
April 11, 2016	EYF	0.20	Review e-mail correspondence between opposing counsel and D. Magisano
April 11, 2016	VLG	0.40	Obtain Corporate Profile Reports for 2350373 Ontario Inc. and AIPO International Group Inc.; e-mail same to clients
April 12, 2016	EYF	0.30	Review Judgment of Justice Woollcobe and correspondence from N. Naiman in preparation for follow up with opposing counsel
April 13, 2016	DNM	0.30	E-mails regarding Appeal of Chopra matter
April 13, 2016	EYF	0.30	E-mail correspondence with opposing counsel regarding R. Chopra's position on settlement; e-mail correspondence with clients providing update on same
April 14, 2016	EYF	0.10	E-mail correspondence to and voicemail message for counsel for R. Chopra
April 15, 2016	DNM	0.40	E-mail exchange regarding Appeal and settlement options; e-mail to client regarding Queen Street property

OUR FEE HEREIN:	$4,606.00
HST ON FEES:	$ 598.78
TOTAL FEES AND HST	$5,204.78

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	7.2	$495.00	$3,564.00
Emily Y. Fan	1.2	$335.00	$402.00
Victoria L. Gifford (Law Clerk)	3.9	$160.00	$640.00

DISBURSEMENTS:

Cyberbahn Administration Fees	568.40		
TOTAL DISBURSEMENTS		568.40	
HST ON DISBURSEMENTS		73.89	
TOTAL FEES AND DISBURSEMENTS			$5,174.40
TOTAL HST			$672.67
TOTAL AMOUNT DUE AND PAYABLE			$5,847.07

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From April 19, 2016 to May 3, 2016

FEES:

Date	Lawyer	Time	Description
April 19, 2016	DNM	0.30	E-mails regarding real property matters and appeal
April 30, 2016	DNM	1.20	Telephone call with clients regarding appeal, construction lien claim and Queen West property; provide instruction to E. Fan regarding sale process for claim and lien claim issues
April 20, 2016	EYF	1.00	Telephone call with Grant Thornton regarding construction lien claim, parcel register, and appeal; discussion with D. Magisano regarding next steps; e-mail correspondence requesting certain documents in relation to same
April 21, 2016	DNM	0.80	Amend Bill of Sale for claim; e-mails regarding sale of appeal claim; e-mails regarding evaluating construction claim
April 21, 2016	EYF	2.70	Draft bill of sale; e-mail correspondence with D. Magisano regarding same; edit and review same; e-mail correspondence with clients regarding same; e-mail correspondence with counsel sending same
April 21, 2016	VLG	0.20	Perform Bankruptcy searches for Sundeep Bhagrava and Alka Bhagrava

Date	Lawyer	Time	Description
April 22, 2016	EYF	0.60	E-mail correspondence with counsel regarding purchase of asset; voice-mail message from, telephone call with, and e-mail correspondence with trustee regarding same; e-mail correspondence with D. Magisano regarding same; e-mail correspondence with clients regarding same
April 24, 2016	DNM	0.20	E-mail to client regarding e-mail for R. Chopra's lawyer
April 25, 2016	DNM	1.50	E-mails with client regarding offer for appeal; e-mails from P. Baxi regarding same; telephone call with P. Baxi regarding same
April 25, 2016	EYF	0.50	Review e-mail correspondence with P. Baxi regarding offer and offer; e-mail correspondence with D. Magisano regarding same; telephone call with M. Klaiman regarding offer and documents for construction lien action; e-mail correspondence with M. Klaiman regarding construction lien action; e-mail correspondence with D. Magisano regarding same
April 26, 2016	DNM	1.10	E-mail exchange with K. Kallish regarding offer; e-mail to P. Baxi; discussion with E. Fan regarding appeal and Construction Lien; amend letter to the Court of Appeal
April 26, 2016	EYF	1.70	Review e-mail correspondence between counsel; e-mail correspondence with D. Magisano regarding effect of successful bid (whether it results in settlement of the appeal or a sale of it); e-mail correspondence with P. Baxi regarding same; draft correspondence to Court of Appeal regarding status of appeal; e-mail correspondence with D. Magisano regarding edits to same
April 27, 2016	DNM	0.30	E-mails regarding appeal discontinuance
April 27, 2016	EYF	0.10	Follow up e-mail to P. Baxi regarding appeal; e-mail correspondence with P. Paxi regarding same
April 28, 2016	DNM	0.20	E-mails regarding abandonment of appeal
April 29, 2016	DNM	0.20	E-mails regarding Chopra Appeal
May 2, 2016	DNM	0.30	E-mail exchanges regarding second offer; request corporate search of debtor
May 3, 2016	VLG	0.20	Preform corporate search for Global Advantage International Inc.

OUR FEE HEREIN:	$5,294.50
HST ON FEES:	$ 688.29
TOTAL FEES AND HST	$5,982.79

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	6.10	$495.00	$3,019.50
Emily Y. Fan	6.60	$335.00	$2,211.00
Victoria L. Gifford (Law Clerk)	0.40	$160.00	$64.00

DISBURSEMENTS:

Miscellaneous – Copying	2.25		
Cyberbahn Administration Fees	64.75		
Courier Charges	42.58		
TOTAL DISBURSEMENTS		109.58	
HST ON DISBURSEMENTS		14.25	
TOTAL FEES AND DISBURSEMENTS			$5,404.08
TOTAL HST			$702.54
TOTAL AMOUNT DUE AND PAYABLE			$6,106.62

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From May 13, 2016 to June 12, 2016

FEES:

Date	Lawyer	Time	Description
May 13, 2016	DNM	0.30	E-mail from unsuccessful bidder; e-mail to clients regarding same; e-mail from J. Oros
May 17, 2016	DNM	0.20	E-mail exchange with unsuccessful bidder
May 18, 2016	DNM	0.40	E-mail to client regarding unsuccessful bid; obtain corporate search of bidder
May 18, 2016	VLG	0.30	Obtain corporate profile report for Global Retail Advantage Inc.; review report to determine if Amar Bhatia is listed as Director or Officer; e-mail to client regarding same
May 19, 2016	DNM	0.20	E-mail from J. Wiebe; review Global Advantage corporate search
May 20, 2016	DNM	0.20	E-mail exchange regarding return of certified cheque
June 12, 2016	DNM	0.20	E-mail to bidder regarding pick up of certified cheques

OUR FEE HEREIN:	$790.50
HST ON FEES:	$102.77
TOTAL FEES AND HST	$893.27

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	1.50	$495.00	$742.50
Victoria L. Gifford (Law Clerk)	0.30	$160.00	$48.00

DISBURSEMENTS:

Cyberbahn Administration Fees	29.00		
TOTAL DISBURSEMENTS		29.00	
HST ON DISBURSEMENTS		3.77	
TOTAL FEES AND DISBURSEMENTS			$819.50
TOTAL HST			$106.54
TOTAL AMOUNT DUE AND PAYABLE			$926.04

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

4058905.1

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From July 6, 2016 to September 6, 2016

FEES:

Date	Lawyer	Time	Description
July 6, 2016	DNM	0.30	Telephone call with Global Retails paralegal; e-mail to client
August 12, 2016	DRS	0.30	Review e-mail from L. Organ regarding problem with US customer and send reply
September 6, 2016	DNM	0.40	Review e-mails regarding offer for the purchase of Westmore property; review offer

OUR FEE HEREIN:	$504.00
HST ON FEES:	$ 65.52
TOTAL FEES AND HST	$569.52

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	0.70	$495.00	$346.50
David R. Street	0.30	$525.00	$157.50

DISBURSEMENTS:

Miscellaneous – Copying	0.25		
TOTAL DISBURSEMENTS		0.25	
HST ON DISBURSEMENTS		0.03	
TOTAL FEES AND DISBURSEMENTS			$504.25
TOTAL HST			$65.55
TOTAL AMOUNT DUE AND PAYABLE			$569.80

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From September 28, 2016 to October 13, 2016

FEES:

Date	Lawyer	Time	Description
September 28, 2016	DNM	0.30	E-mails regarding Westmore property sale
October 3, 2016	DNM	0.20	E-mail exchange with J. Wiebe
October 5, 2016	DNM	0.20	E-mails regarding sale of Westmore property
October 11, 2016	DNM	0.20	E-mails regarding Westmore property sale and other claim
October 13, 2016	DNM	0.30	Begin preparing sale process for claim

OUR FEE HEREIN:	$643.50
HST ON FEES:	$ 83.66
TOTAL FEES AND HST	$727.16

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	1.30	$495.00	$643.50

DISBURSEMENTS:

Miscellaneous Copying	0.25
Miscellaneous Facsimile	0.75
Tearaview Subsearch fees	68.55

TOTAL DISBURSEMENTS	69.55	
HST ON DISBURSEMENTS	9.04	
TOTAL FEES AND DISBURSEMENTS		$713.05
TOTAL HST		$92.70
TOTAL AMOUNT DUE AND PAYABLE		$805.75

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From October 17, 2016 to November 14, 2016

FEES:

Date	Lawyer	Time	Description
October 17, 2016	DNM	1.60	Draft bill of sale and letter; e-mail to J. Oros
October 20, 2016	DNM	0.20	Review letter from Libro counsel
October 28, 2016	CAL	0.50	Review file for status, note discharge statements not yet received; prepare follow up letters to lenders; fax request to RBC with copies of registered charge and registered notice of assignment of rents; review file with Jenny and ask Jenny to pursue follow up for discharges
November 2, 2016	CAL	0.70	Discuss file status with Jenny; determine status of requests for mortgage payout statements; receipt of advise regarding RBC mortgage; e-mail RBC copy of the agreement of purchase and sale; telephone call to lawyer for second lender; review agreement of purchase and sale for condominium corporation property manager; telephone call to purchaser's lawyer; receipt of advice that deal has fallen through
November 4, 2016	DNM	1.80	Review options to terminate Westmore Lease under lease and Commercial Tenancies Act; telephone call with client regarding same; draft and amend letter terminating lease; e-mail exchanges with client

Date	Lawyer	Time	Description
			regarding same
November 9, 2016	DNM	0.20	E-mail from J. Weibe regarding new sale for Westmore property
November 10, 2016	DNM	0.20	E-mail exchange with J. Weibe
November 14, 2016	DNM	0.30	E-mail to S. Bhargava regarding purchase of Guelph action

OUR FEE HEREIN:	$2,457.00
HST ON FEES:	$ 319.41
TOTAL FEES AND HST	$2,776.41

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	4.60	$495.00	$2,277.00
Cathy Jo A. Lombardi (clerk)	1.20	$150.00	$180.00

DISBURSEMENTS:

Miscellaneous Copying	0.25
Miscellaneous Facsimile	2.25
Miscellaneous Postage	2.68

TOTAL DISBURSEMENTS	5.18
HST ON DISBURSEMENTS	0.67

TOTAL FEES AND DISBURSEMENTS	$2,462.18
TOTAL HST	$320.08
TOTAL AMOUNT DUE AND PAYABLE	$2,782.26

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From November 15, 2016 to December 12, 2016

FEES:

Date	Lawyer	Time	Description
November 15, 2016	DNM	0.30	E-mails regarding tenant remaining at Westmore premises; consider same
November 17, 2016	DNM	0.30	E-mail exchange with client; e-mail to purchaser of claim
November 28, 2016	DNM	0.30	Telephone call with S. Bhargava regarding assignment of Guelph action; e-mail exchange with J. Oros
December 1, 2016	DNM	0.30	Review signed Bill of Sale; e-mail exchange regarding same
December 2, 2016	DNM	0.20	E-mail from J. Wiebe regarding new sale for Westmore
December 7, 2016	DNM	0.20	E-mails regarding offer for Guelph action
December 8, 2016	DNM	0.20	E-mails regarding purchase of Guelph action
December 9, 2016	DNM	0.10	E-mail from J. Oros
December 12, 2016	DNM	0.30	Review e-mails regarding new Westmore sale; message from real estate agent regarding same

OUR FEE HEREIN:	$1,089.00
HST ON FEES:	$ 141.57
TOTAL FEES AND HST	$1,230.57

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	2.2	$495.00	$1,089.00

DISBURSEMENTS:

Bell Conferencing Inc.	4.60		
TOTAL DISBURSEMENTS		4.60	
HST ON DISBURSEMENTS		0.60	
TOTAL FEES AND DISBURSEMENTS			$1,093.60
TOTAL HST			$142.17
TOTAL AMOUNT DUE AND PAYABLE			$1,235.77

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

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

BILL OF COSTS OF SOLICITOR TO RECEIVER

From January 3, 2017 to January 10, 2017

FEES:

Date	Lawyer	Time	Description
January 3, 2017	DNM	0.30	Telephone calls with S. Bhargava; e-mail exchange with S. Bhargava
January 4, 2017	DNM	0.30	E-mails regarding bill of sale and bank draft; review same
January 5, 2017	DNM	0.40	E-mails regarding date for approval motion; e-mails regarding sale of claim
January 10, 2017	CAL	1.30	Review file; open Conveyancer Record and review for completeness; update as required; e-mail to V. Gifford for Purchaser's solicitor information; e-mail to real estate agent for Purchaser's solicitor information; receipt of same; update Conveyancer accordingly; complete new Title Search

OUR FEE HEREIN:	$701.50
HST ON FEES:	$ 91.20
TOTAL FEES AND HST	$792.70

Lawyer	Hours	Rate	Amount
Domenico N. Magisano	1.00	$500.00	$500.00
Cathy Jo. A. Lombardi	1.30	$155.00	$201.50

DISBURSEMENTS:

Miscellaneous – Copying	1.50		
Miscellaneous – Fax	3.25		
Miscellaneous – Scanning	2.10		
Teraview Fees	36.75		
Courier Charge	12.90		
City of Toronto Tax Certificate Fee	65.00		
TOTAL DISBURSEMENTS		121.50	
HST ON DISBURSEMENTS		15.80	
TOTAL FEES AND DISBURSEMENTS			$823.00
TOTAL HST			$107.00
TOTAL AMOUNT DUE AND PAYABLE			$930.00

TOTAL AMOUNT CLAIMED FOR FEES AND DISBURSEMENTS

CONFIDENTIAL APPENDIX "A"
WESTMORE DRIVE SALE AGREEMENT

TO BE SEALED

CONFIDENTIAL APPENDIX "B"
SUMMARY OF OFFERS

TO BE SEALED

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 31ST
	)	
JUSTICE	)	DAY OF JANUARY, 2017

B E T W E E N:

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 Alpakkumar Shah (the "**Purchaser**") dated December 12, 2016, and appended as a confidential appendix to the Report of the Receiver dated [DATE] (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 and all others present, 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.

Schedule A – Form of Receiver's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N :

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	~~WEEKDAY~~TUESDAY, THE ~~#~~31ST
	)	
JUSTICE	)	DAY OF ~~MONTH~~JANUARY, ~~20YR~~2017

B E T W E E N:

~~**PLAINTIFF**~~

ROYAL BANK OF CANADA

Plaintiff

\- and ~~-~~

~~**DEFENDANT**~~

~~Defendant~~

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 ~~[RECEIVER'S NAME]~~Grant Thornton Limited, in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor~~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 ~~[NAME OF PURCHASER]~~Falguriben Alpakkumar Shah (the "**Purchaser**") dated ~~[DATE]~~December 12, 2016, and appended as a confidential appendix to the Report of the Receiver dated [DATE] (the "**Report**"), and vesting in the Purchaser the ~~Debtor's~~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, ~~[NAMES OF OTHER PARTIES APPEARING]~~the Plaintiff and all others present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~Victoria Gifford sworn ~~[DATE]~~January 20, 2017, filed~~[1]:~~.

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,~~[2]~~ and the execution of the Sale Agreement by the Receiver~~[3]~~ 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 ~~Debtor's~~Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[~~and listed on Schedule B hereto~~]~~[4] 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"~~[5]~~) including,

~~[1] This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~[2] In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~[3] In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~[4] To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

~~[5] The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Newbould dated ~~[DATE]~~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 ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][~~Land Titles Division of ~~{LOCATION}~~Toronto of an Application for Vesting Order in the form prescribed by the *Land Titles Act* ~~and/or the *Land Registration Reform Act*]~~[6], 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[7] 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[8], 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, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted~~

~~[6] Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

~~[7] The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

~~[8] This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information prowided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

6. ~~7.~~ **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 ~~Debtor~~Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the ~~Debtor~~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 ~~Debtor~~Debtors and shall not be void or voidable by creditors of the ~~Debtor~~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. ~~8.~~ **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.

Schedule A – Form of Receiver's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

~~B E T W E E N:~~

~~**PLAINTIFF**~~

B E T W E E N :

ROYAL BANK OF CANADA

Plaintiff

- and –

~~**DEFENDANT**~~

~~Defendant~~

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 ~~[NAME OF JUDGE]~~Justice Newbould of the Ontario Superior Court of Justice (the "**Court**") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~September 2, 2015, Grant Thornton Limited was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor").~~ 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 ~~[DATE]~~____________, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~December 12, 2016 (the "**Sale Agreement**") between the Receiver ~~[Debtor] and [NAME OF PURCHASER]~~and

Falguriben Alpakkumar Shah (the "**Purchaser**") and provided for the vesting in the Purchaser of the ~~Debtor's~~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 ~~section ●~~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 ~~section ●~~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].

~~[NAME OF RECEIVER]~~GRANT THORNTON LIMITED, in its capacity as Receiver of the undertaking, property and assets of ~~[DEBTOR]~~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

Document comparison by Workshare Compare on January 20, 2017 8:36:29 AM

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Rendering set	Standard

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Split/Merged cell	
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Moved to	0
Style change	0
Format changed	0
Total changes	122

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 31ST
	)	
JUSTICE	)	DAY OF JANUARY, 2017

B E T W E E N:

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

DISCHARGE 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:

1. approving the activities of the Receiver as set out in the report of the Receiver dated January 19, 2017 (the "**Report**");

2. approving the fees and disbursements of the Receiver and its counsel;

3. approving the Receiver's Final Statement of Receipts and Disbursements;

4. approving the distribution of the remaining proceeds available in the estate of the Debtor;

5. authorizing the Receiver to deliver or destroy the Books and Records (as defined in the Report) in the manner described in the Report;

6. discharging Grant Thornton Limited as Receiver of the undertaking, property and assets of the Debtor; and

7. releasing Grant Thornton Limited from any and all liability, as set out in paragraph 5 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of Victoria Gifford sworn January 20, 2017, filed;

1. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Report, including the confidential appendices referenced therein, are hereby approved.

2. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee Affidavits, and the Receiver's Final Statement of Receipts and Disbursements dated January 19, 2017, are hereby approved.

3. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands as follows (all defined terms in this paragraph having the meaning ascribed to them in the Report):

   (a) pay the Amber Lighting Available Funds to Royal Bank of Canada ("**RBC**") to be applied against the Amber Lighting Indebtedness;

   (b) pay the Westmore Drive Net Sale Proceeds to RBC to be applied to the Amber Lighting Indebtedness; and

   (c) pay the 221 Available Funds to RBC to be applied to the 221 Indebtedness.

4. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 3 hereof, and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the

Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Grant Thornton Limited in its capacity as Receiver.

5. **THIS COURT AUTHORIZES** the Receiver to destroy all of the Debtors' books and records in its possession 30 days after the granting of this Order (the "**Deadline Date**") unless: (a) Mr. Sundeep Bhargava has taken possession of the Debtors' books and records by the Deadline Date; or (b) an interested party has obtained an Order by the Deadline Date requiring the Receiver to release the books and records to a third party.

6. **THIS COURT ORDERS AND DECLARES** that Grant Thornton Limited is hereby released and discharged from any and all liability that Grant Thornton Limited now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions Grant Thornton Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Grant Thornton Limited is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

____

~~Revised: May 11, 2010~~

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	~~WEEKDAY~~TUESDAY, THE ~~#~~31ST
	)	
JUSTICE	)	DAY OF ~~MONTH~~JANUARY, ~~20YR~~2017

B E T W E E N:

~~**PLAINTIFF**~~

ROYAL BANK OF CANADA

Plaintiff

- and ~~-~~

~~**DEFENDANT**~~

~~Defendant~~

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

DISCHARGE ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~Grant Thornton Limited in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR] (the "Debtor~~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:

1. approving the activities of the Receiver as set out in the report of the Receiver dated ~~[DATE]~~January 19, 2017 (the "**Report**");

2. approving the fees and disbursements of the Receiver and its counsel;

3. approving the Receiver's Final Statement of Receipts and Disbursements;

4. ~~3.~~ approving the distribution of the remaining proceeds available in the estate of the Debtor; ~~[and]~~

5. authorizing the Receiver to deliver or destroy the Books and Records (as defined in the Report) in the manner described in the Report;

6. ~~4.~~ discharging ~~[RECEIVER'S NAME]~~Grant Thornton Limited as Receiver of the undertaking, property and assets of the Debtor~~[~~; and

7. ~~5.~~ releasing ~~[RECEIVER'S NAME]~~Grant Thornton Limited from any and all liability, as set out in paragraph 5 of this Order~~]~~[1],

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of ~~[NAME]~~Victoria Gifford sworn ~~[DATE],~~January 20, 2017, filed[2];

1. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Report, including the confidential appendices referenced therein, are hereby approved.

2. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Report and the Fee Affidavits, and the Receiver's Final Statement of Receipts and Disbursements dated January 19, 2017, are hereby approved.

3. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands ~~to [NAME OF PARTY][3].~~ as follows (all defined terms in this paragraph having the meaning ascribed to them in the Report):

~~[1] If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

~~[2] This model order assumes that the time for service does not need to be abridged.~~

~~[3] This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

(a) pay the Amber Lighting Available Funds to Royal Bank of Canada ("**RBC**") to be applied against the Amber Lighting Indebtedness;

(b) pay the Westmore Drive Net Sale Proceeds to RBC to be applied to the Amber Lighting Indebtedness; and

(c) pay the 221 Available Funds to RBC to be applied to the 221 Indebtedness.

4. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 3 hereof, ~~[~~and upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report~~]~~, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the ~~Debtor~~Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of ~~[RECEIVER'S NAME]~~Grant Thornton Limited in its capacity as Receiver.

5. **THIS COURT AUTHORIZES** the Receiver to destroy all of the Debtors' books and records in its possession 30 days after the granting of this Order (the "**Deadline Date**") unless: (a) Mr. Sundeep Bhargava has taken possession of the Debtors' books and records by the Deadline Date; or (b) an interested party has obtained an Order by the Deadline Date requiring the Receiver to release the books and records to a third party.

6. ~~5. [~~**THIS COURT ORDERS AND DECLARES** that ~~**[RECEIVER'S NAME]**~~Grant Thornton Limited is hereby released and discharged from any and all liability that ~~**[RECEIVER'S NAME]**~~Grant Thornton Limited now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions ~~**of [RECEIVER'S NAME]**~~Grant Thornton Limited while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, ~~**[RECEIVER'S NAME]**~~Grant Thornton Limited is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have

been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.~~]~~[4]

[4] ~~The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.~~

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ROYAL BANK OF CANADA and **AMBER LITE INC. *et al*.**
Plaintiff Defendants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at **TORONTO**

MOTION RECORD
(Approval and Vesting, Distribution and Discharge)
(Returnable January 31, 2017)

LERNERS LLP
130 Adelaide Street West
Suite 2400
Toronto, ON
M5H 3P5

Domenico Magisano LSUC#: 45725E
Tel: 416.601.4121
Fax: 416.601.4123
E-mail: dmagisano@lerners.ca

Lawyers for the Receiver